



# City of Santa Clara

## Call and Notice of Special Meeting

### City Council

**Tuesday, June 15, 2021**

**6:00 PM**

**Virtual Meeting  
Special Meeting 6:00 PM**

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

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Mayor calls for a Special Meeting of the City Council of the City of Santa Clara to commence and convene on June 15, 2021, at 6:00 pm for a Special Meeting to be held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

#### **6:00 PM COUNCIL SPECIAL MEETING**

**Call to Order**

**Pledge of Allegiance and Statement of Values**

**Roll Call**

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

#### **SPECIAL ORDER OF BUSINESS**

- 1.A 21-720** [Recognition of Local Student Gayathri Srinivasan, Adrian Wilcox High School Class of 2021, for founding Non-Profit Organization Future Female Physicians](#)

**1.B 21-795 [Proclaim June 19, 2021 as Juneteenth](#)****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.]*

**PUBLIC HEARING/GENERAL BUSINESS****2. 21-595 [Action on the El Camino Real Specific Plan, General Plan Amendment for the creation of four new General Plan land use designations, creation of the El Camino Real Zoning District, removal of street parking on El Camino Real, and an Environmental Impact Report and Mitigation Monitoring and Reporting Program.](#)**

- Recommendation:**
1. Adopt a Resolution approving the El Camino Real Water Supply Assessment (WSA);
  2. Adopt a resolution approving and certifying the Final EIR prepared for the El Camino Real East Specific Plan (SCH # 2019059029), including CEQA Findings;
  3. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457;
  4. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (16-45 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan;
  5. Adopt an Ordinance amending the zoning code to create the El Camino Real Zoning district; and
  6. Adopt an Ordinance allowing the removal of on-street parking on El Camino Real.

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3.     **21-706**     [Approval to Authorize the City Manager to Exercise Four One-Year Options to Extend the Agreement with Unisys Corporation for Information Technology Outsourcing Services with a Maximum Compensation of \\$8,356,309 for the Initial Option Ending June 30, 2022 and Future Options Subject to the Annual Appropriation of Funds](#)

**Recommendation:** Authorize the City Manager to exercise up to four one-year options to extend the Agreement with Unisys Corporation for Information Technology Outsourcing Services, with the final option term ending on June 30, 2025 assuming all options are exercised, with a maximum compensation of \$8,356,309 for the initial option year ending on June 30, 2022 and future option years subject to the annual appropriation of funds.

4.     **21-853**     [Action on a Rezone from Planned Development \(PD\) to Planned Development \(PD\) of a property located at 2905 Stender Way to allow development of a four-story Data Center building \(CoreSite SV9\) \(Continued from June 8, 2021 Council Meeting\)](#)

**Recommendation:** Alternatives 1 and 2: That the City Council adopt Resolutions for the 2905 Stender Way Project to:

1. Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project; and
2. Approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

5.     **21-856**     [Council Discussion and Direction on the 2021 Redistricting Process Based Receipt of 2020 Census Data \(Continued from May 4, 2021 and June 8, 2021\)](#)

**Recommendation:** Staff recommends City Council discuss the key elements of a redistricting process and provide direction to staff on items that will inform an ordinance establishing a public process for redistricting that will be brought back to City Council for consideration at a future meeting.

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

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT****ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, June 22, 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.



## Agenda Report

21-720

Agenda Date: 6/15/2021

### REPORT TO COUNCIL

#### SUBJECT

Recognition of Local Student Gayathri Srinivasan, Adrian Wilcox High School Class of 2021, for founding Non-Profit Organization Future Female Physicians

#### BACKGROUND

Founded by Gayathri Srinivasan, a rising senior at Adrian C. Wilcox High School in Santa Clara, Future Female Physicians is a 501(c)(3) non-profit with over eight international chapters seeking to empower young women to pursue careers in STEM (Science, Technology, Engineering, and Math) fields.

Future Female Physicians has worked with over 1000 children across the Bay Area in biology instruction, and its most recent campaign was called "Give Kids a Smile," which was an international dental donation that raised over \$10,000 to purchase, assemble, and send over 3500 care packages to St. Innocent Orphanage in Mexico and villages in Kampot, Cambodia.

#### DISCUSSION

As a Special Order of Business on June 15, 2021, the Santa Clara City Council will recognize this student achievement with a Certificate of Special Mayoral Recognition, which will be accepted by Ms. Srinivasan and her 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

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

Approved by: Deanna J. Santana, City Manager



## Agenda Report

21-795

Agenda Date: 6/15/2021

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### REPORT TO COUNCIL

#### SUBJECT

Proclaim June 19, 2021 as Juneteenth

#### BACKGROUND

On June 19, 1865, Union Major General Gordon Granger rode into Galveston, Texas and issued General Order Number 3, freeing the enslaved men, women, and children of Texas. Juneteenth is celebrated annually on the nineteenth of June to commemorate the abolition of slavery in Texas and other Confederate States of America, ending slavery in the United States.

Although the Emancipation Proclamation had been issued on January 1, 1863, almost three years later, on June 19, 1865, it was finally read in Texas to enslaved African Americans advising them they had been freed, albeit years later. Texas was the last Confederate State to have the proclamation announced, after the end of the American Civil War in April of that year. Unfortunately, freedom had been delayed and denied for nearly three years.

#### DISCUSSION

As a Special Order of Business on June 15, 2021, the Santa Clara City Council will honor and commemorate the emancipation of the last remaining enslaved African Americans in the United States by proclaiming June 19, 2021, as Juneteenth in the City of Santa Clara. The City Council also calls upon members of the Santa Clara community to continue to work together and build connections and trust toward bringing an end to racism and racial injustices in our country.

#### 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



## Agenda Report

21-595

Agenda Date: 6/15/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on the El Camino Real Specific Plan, General Plan Amendment for the creation of four new General Plan land use designations, creation of the El Camino Real Zoning District, removal of street parking on El Camino Real, and an Environmental Impact Report and Mitigation Monitoring and Reporting Program.

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### EXECUTIVE SUMMARY

The Planning Commission conducted a public hearing and deliberated on the El Camino Real Specific Plan on May 10, 2021. With a unanimous vote, the Commission recommended approval of staff's recommendation, with the following modifications, of the Specific Plan and El Camino Real Corridor Zoning Districts.

- Grandfather in applications that are already in the pipeline and that are aligned with the goals of the El Camino Real Specific Plan.
- Change the proposed land use designation for the property located at 3141 and 3155 El Camino Real from Corridor Mixed Use (45-65 DU/AC) to Corridor Residential (16-45 DU/AC).
- Prohibit data centers within the El Camino Real Specific Plan area
- Add a historic preservation policy
- Consider solar access in the winter of adjacent single-family yards on the north side of El Camino Real and require design solutions to mitigate any shading.
- Provide a free or low-cost shuttle along the corridor.

The Specific Plan represents the implementation of the General Plan's goals and policies for the El Camino Real Focus Area and establishes the land use and development regulations for the Plan Area. Adoption of the Specific Plan will allow up to 6,200 residential units along the corridor and establish fine-grained land use designations, provide more detailed land use policy than currently in the General Plan and provide objective design standards to regulate new development projects.

#### BACKGROUND

The City Council is being asked to conduct a public hearing and take six actions related to preparation of a Specific Plan for the El Camino Real Focus Area:

1. Acceptance of the Water Supply Assessment (WSA);
2. Determination of the adequacy of the Environmental Impact Report (EIR) prepared to analyze the potential environmental impacts for the project and adoption of a Mitigation Monitoring and Reporting Program;

3. Adoption of the Specific Plan;
4. Adoption of associated General Plan land use diagram and text amendments including the creation of the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (16-45 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan; and
5. Adoption of the El Camino Real Corridor zoning districts into the Zoning Code; and
6. Adoption of an Ordinance allowing the removal of on-street parking on El Camino Real.

The El Camino Real Specific Plan will guide all land use and development decision-making processes for the Plan area. To achieve the future vision for El Camino Real, the Plan provides land uses and standards and guidelines that will apply to all new development in the Plan area, as well as public improvements and extensive renovations to existing structures.

The Specific Plan as proposed achieves the goals laid out in the 2035 General Plan by adding additional land use designations that provide a greater differentiation and a stronger correlation to specific types of development, and establishing more detailed land use policies requiring commercial uses to be focused in key locations where they will be most viable and support destination shopping and placemaking, providing design standards to direct new development and improve the interface between new and existing land uses, and providing a concept for the improvement of El Camino Real right-of-way for pedestrians, bicyclists, and transit riders.

### DISCUSSION

At the May 10, 2021 Planning Commission meeting, staff provided a presentation on the proposed project (Planning Commission Report attached). Public testimony at the hearing included 14 speakers.

One member of the public, a representative for the project located 3141/3155 El Camino Real, requested support for reducing the proposed density on their project site so that they could develop a townhouse project that would complement the adjacent recently approved townhome development on the adjacent Wheels and Deals site and be more sensitive to the abutting single-family residences.

Nine members of the public who spoke in favor of the Plan stated that many of the issues brought up during the planning process were addressed in the Plan, the additional range of housing would benefit the City by increasing the housing supply, the proposed bike lane would provide access to jobs and services and bring more activity to Santa Clara, a protected bike lane would address any safety issues for bicycle riders, and wider sidewalks and trees would make El Camino Real a nicer environment. A few of these speakers also requested that the City work with VTA on signal priority for buses, as well as increased frequency.

Five members of the public expressed concerns about the Plan. A few speakers thought the Plan did not do enough to protect existing adjacent single-family residences, that allowable building heights and massing were still too much, and in particular, on the north side of El Camino Real, residences would be shaded in the winter and possibly impede sun access to solar panels. One speaker also commented that parking requirements should be reduced as it would then in turn allow for a

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reduction in a building's massing. And finally, the community benefits program should be defined and not the subject of a development agreement.

After public testimony, the Planning Commission discussion and recommendations addressed several topics. The following provides a summary of the Commission discussion and a staff response for each.

#### Grandfather Policy

The Commissioners discussed the four pending development applications within the Plan area and thought that those projects should be able to be processed with their current General Plan land use designations. The Commissioners agreed that applications that are already in the pipeline, and that are aligned with the goals of the El Camino Real Specific Plan, should be able to be processed consistent with their current land use designations.

Currently, there are four development applications on file within the Specific Plan area. Of those four, one application is inactive, and two, as proposed, are consistent with the land use designations identified for their site on the Specific Plan's land use plan. The fourth application, as proposed, is inconsistent with the land use designation identified for their site on the land use plan. The Commission recommended a grandfather policy for existing applications, and made a separate recommendation to change the land use designation for the proposed project located at 3141/3155 El Camino Real (see below). However, it is unnecessary to include a grandfather policy as the two active applications would be consistent with the proposed land use designation identified for their sites on the land use plan. Therefore, staff does not recommend the inclusion of a grandfather policy in the Specific Plan.

#### 3141/3155 El Camino Real

In response to the applicant's request for a change in the proposed designation for 3141/3155 El Camino Real, the Commission discussed the proposed project and recommended that the draft Specific Plan land use plan be changed from Corridor Mixed Use (45-65 DU/AC) to Corridor Residential (16-45 DU/AC) as requested. The Commission noted that the lower density land use designation would be consistent with the townhome project approved on the adjacent property.

The land use plan as proposed was developed and recommended by the Citizen Advisory Committee (CAC) that guided the Specific Plan effort. The CAC chose to focus more intensive development at key nodes "Activity Centers", and a less intensive mix of commercial residential uses in the "In-Between" areas. The "In-Between" areas are divided into two designations with the lower density designation: Corridor Residential, which supports townhome type units, placed on parcels that are narrower and smaller, and the medium density designation, Corridor Mixed Use, which supports lower density apartments applied to large parcels.

The developer for the property at 3141/3155 El Camino Real requested their land use be changed from the medium density, Corridor Mixed Use, to the lower density, Corridor Residential. Staff is recommending that the Specific Plan move forward consistent with the CAC recommendation, which provides the best scenario for contributing to a range of housing options and affordability levels to meet the critical local and regional need for increased housing supply.

#### Data Centers

Commissioner Cherukuru expressed concern about the possibility of data centers locating within the

Plan area, and while the Zoning Code limits data center development to industrial zoned sites, requested that language be added to the Plan and Zoning Districts to explicitly state that data centers are a prohibited use.

Because the Specific Plan is not intended to support data center development, the addition of this language would have minimal impact, but would be consistent with the overall goals and policies of the Specific Plan. Consistent with the Commission's recommendation, staff recommends identifying the data center use in Table 4-1, Allowed Land Uses (pg. 49) of the Specific Plan and Section 18.27.050, Land Use Table of the zoning districts as a use that is "Not Permitted", to provide clear direction that data centers may not be located along the El Camino Real. Consistent with this, the General Plan only allows for data centers in the Low-Intensity Office/Research and Development (R&D), Light Industrial, and Heavy Industrial land uses designations.

#### Historic Preservation

Commissioner Biagini was concerned that the Plan did not have a historical resource discussion and that new development implementing the Plan may impact potential resources adjacent to the Plan area. She requested that a historic preservation policy be added to the plan.

The Specific Plan EIR evaluated the Plan's potential impact on cultural resources and identified a mitigation measure which has been incorporated into the Plan that requires any future project development site within the Plan area to prepare the appropriate California Department of Parks and Recreation 523 Forms (DPR Forms) for any building or structure that is 50 or more years old for the purpose of establishing eligibility as a California Historical Landmark or for the California Register of Historical Resources.

Preparation of historic policies specific to the Plan area, depending upon the scope of the effort, could require additional time and resources that would delay the completion of the Specific Plan or require a separate, follow-up planning effort. The City's Historic Preservation Policy and its implementation procedures were developed through a considerable community based effort and intended to be applicable City-wide so that additional policies for the Plan area wouldn't be necessary.

To address the concern of historic resources adjacent to the Plan area, staff recommends the addition of an action item to Table 6-2, Implementation Actions and Programs (pg. 181) in the Implementation Chapter of the Plan. The action would be to conduct a "windshield survey," with staff identifying potential historic structures adjacent to the Plan area and include the list of identified structures as an appendix to the Plan. The responsible party for this action would be the planning staff. The "windshield survey" list would then be consulted by a developer, the community, and staff when new projects are proposed to know whether a project was adjacent to a potential historic structure.

#### Shading/Solar Access

Commissioner Huang expressed concern about the height of properties on the northern side of El Camino Real and the potential for shadow impacts on adjacent single-family homes to the rear, particularly in the winter. Several commissioners echoed this concern. Commissioner Huang recommended that decreasing the height on the north side of the Plan area would prevent adverse impacts to solar panels, and possibly treating the north and south sides differently as the sun's

position relative to the corridor would have lesser effects on the south side. It was recommended that the Plan include a policy and standard that requires the consideration of solar access in the winter of adjacent single-family yards on the north side of El Camino Real and require design solutions to mitigate any shading.

The Specific Plan as proposed was developed with design standards, including neighborhood transition and building massing standards, to ensure that new development provides appropriate and sensitive transitions in height and scale to existing neighborhoods. The goals of these standards is to preserve neighborhood character and protect light and privacy while maintaining an economically viable development site that contributes to a range of housing options and meets a critical local and regional need for increased housing supply.

Following the Planning Commission hearing, further analysis of potential shade and shadow impacts was prepared for development on the north side of El Camino Real to determine the extent of shading that could occur of the rear yards abutting those sites. Rear yards could be shaded up to three weeks around the Winter equinox (December 21). At that point in the year however, six foot good-neighbor fences also cast a shadow on the rear yards. In order to eliminate any potential shading of adjacent single-family residences during the winter, a more stringent daylight plane standard would need to be added to the Plan. Further study would be required to determine how an increased daylight plane angle would affect the feasibility of development and whether a development would be able to achieve the minimum densities required in the Plan while also conforming to such a standard, raising the possibility that the proposed land use designations may need to be modified. While the current Plan has minimal shading impacts on adjacent development, eliminating any impact would likely have an impact on the viability of the Specific Plan. Therefore, staff does not recommend any changes the transition standard in the Plan.

#### Community Shuttle

Commissioner Saleme commented that a shuttle to business on the corridor would benefit those that have limited parking. He recommended that a free or low-cost community shuttle be provided along the corridor.

The Specific Plan does not preclude the provision of a community shuttle for the Plan area and supports instituting a shuttle by providing it as an option for developers when utilizing the community benefits program. The City does not currently have a funding mechanism to support a shuttle and it should be noted that the Valley Transportation Authority (VTA) is providing high quality and highly utilized bus service along the El Camino Real corridor. There are frequent bus routes (running every 15 minutes or better), which includes the local Route 22, as well as the limited stop rapid bus 522, with stops at Scott Boulevard, Bowers Avenue-Kiely Boulevard, Lawrence Expressway, and the Santa Clara transit station, which provides a connection to Caltrain.

#### Staff Recommendation

The staff recommendation is presented below as Alternatives 1-6. To address some of the concerns raised by the Commission during their discussion, staff recommends modifications be made to the Specific Plan and Zoning Ordinance as detailed in the discussion above.

#### 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.

During the Draft EIR comment period a total of eleven comments were received. None of the comment letters identified a new significant impact, or have provided substantial evidence that the CEQA analysis is otherwise inadequate. Responses to the Draft EIR comments, as well as minor text changes and clarifications, in the form of a Final EIR, were made available to the public through the City’s website on April 19, 2021, and have been forwarded on to the commenters on the Draft EIR.

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.

The Planning Commission unanimously voted to recommend that the City Council approve and certify the EIR.

#### Water Supply Assessment

City staff has prepared a Water Supply Assessment for the El Camino Real Specific Plan. An Assessment is required to analyze the utility’s current and future water supplies as well as the current and projected water demands in the utility’s service area. The Assessment must include a determination as to whether additional water supplies are necessary or if sufficient water supplies exist for the proposed development. The law also requires that the water utility’s governing body approve water supply assessments. The City Council is the governing body for the City’s Water Utility.

The Assessment provides a detailed analysis of the amount of water necessary to meet the needs of the proposed development and the City’s ability to supply that amount of water based on the projections identified in the City’s Urban Water Management Plan as well as water supply assessments prepared after the City’s Urban Water Management Plan was approved in 2016. The Assessment found that the City’s water utility has sufficient water supplies to meet the projected water demand of this development during normal, single dry year, and multiple dry year scenarios. Council’s approval of the Assessment (see attached resolution) is necessary for the El Camino Real Specific Plan to be approved.

#### 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 4, 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. Newspaper notice of this item was published in The Weekly on June 3, 2021.

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. Adopt a resolution approving the El Camino Real Water Supply Assessment (WSA).
2. Adopt a resolution approving and certifying the Final EIR prepared for the El Camino Real East Specific Plan (SCH # 2019059029), including CEQA Findings.
3. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457.
4. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (16-45 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan.
5. Adopt an ordinance amending the zoning code to create the El Camino Real Zoning district.
6. Adopt an Ordinance allowing the removal of on-street parking on El Camino Real.
7. Direct staff to return to City Council with a modified version of the proposed project.

#### RECOMMENDATION

1. Adopt a resolution approving the El Camino Real Water Supply Assessment (WSA);
2. Adopt a resolution approving and certifying the Final EIR prepared for the El Camino Real East

- Specific Plan (SCH # 2019059029), including CEQA Findings;
3. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457;
  4. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (16-45 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan;
  5. Adopt an ordinance amending the zoning code to create the El Camino Real Zoning district; and
  6. Adopt an Ordinance allowing the removal of on-street parking on El Camino Real.

Reviewed by: Andrew Crabtree, Director, Community Development Department  
Approved by: Deanna J. Santana, City Manager

#### ATTACHMENTS

1. El Camino Real Specific Plan Planning Commission Report
2. El Camino Real Water Supply Assessment (WSA) Resolution
3. El Camino Real EIR Resolution
4. CEQA Facts and Findings
5. El Camino Real EIR MMRP
6. El Camino Real Specific Plan Resolution
7. El Camino Real General Plan Amendment Resolution
8. El Camino Real Land Use Plan
9. El Camino Real Zoning Districts Ordinance
10. El Camino Real No Parking Resolution
11. Web link to Draft Specific Plan Document and EIR
12. Public Comments



## Agenda Report

21-431

Agenda Date: 5/10/2021

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### REPORT TO PLANNING COMMISSION

#### SUBJECT

Action on the El Camino Real Specific Plan, General Plan Amendment for the creation of four new General Plan land use designations, creation of the El Camino Real Zoning Districts, and an Environmental Impact Report and Mitigation Monitoring and Reporting Program.

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### EXECUTIVE SUMMARY

Following a two plus-year community engagement process, the City has developed a Specific Plan to implement the City's General Plan goals and policies for the El Camino Real corridor. The El Camino Real Specific Plan is a long-range planning document that provides detailed guidance for future land uses, urban design elements, and El Camino Real right-of-way design concepts. The Specific Plan represents the implementation of the General Plan's goals and policies for the El Camino Real Focus Area and establishes the land use and development regulations for the Plan Area. Adoption of the Specific Plan will establish more fine-grained land use designations, provide more detailed land use policy than currently in the General Plan and provide objective design standards to regulate new development projects.

#### BACKGROUND

The Specific Plan Area is just over 250 acres and extends the entire 3.2-mile length of the El Camino Real corridor between the western City limits and Lafayette Street. There are approximately 2,500 existing residential units along the corridor and 2.2 million square feet of commercial uses.

The City of Santa Clara 2010-2035 General Plan identifies nine geographic Focus Areas within Santa Clara, of which the El Camino Real is one. The Focus Areas are intended to accommodate a significant amount of the City's growth and to directly support the City's quality of life and economic vitality. The General Plan vision for El Camino Real is to transform this Focus Area from a series of automobile oriented strip malls to a tree lined, pedestrian and transit oriented corridor with a mix of residential and retail uses with an emphasis on mixed use and higher intensity development.

#### Planning Process

In May 2014, Bay Area Metro (formerly the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG)) awarded the City of Santa Clara grant funds from the One Bay Area Grant Program to fund the development of the Specific Plan and an Environmental Impact Report. The El Camino Real corridor was eligible for this program as it is located within a Priority Development Area (PDA). PDAs are established as regional priorities for walkable, transit-served development in Plan Bay Area, a regional planning document.

After receiving the grant award, the City of Santa Clara conducted a competitive Request for Proposals (RFP) process to select an urban design consultant firm. In April 2017, the City engaged the services of Raimi + Associates, to assist City staff with the preparation of the Specific Plan, including conducting community engagement activities, and the associated Environmental Impact Report (EIR).

From there, the Specific Plan planning process kicked-off with the formation of the El Camino Real Community Advisory Committee (ECR CAC) in January 2018 and the development of a website for the planning process and an existing conditions report and market analysis.

### Community Engagement

Community engagement was an integral part of the El Camino Real Specific Plan process to produce a final plan that is supported by the community and various stakeholders in Santa Clara and that provides a clear vision for the ongoing development of the corridor over the next 20 to 30 years. The community engagement strategy was designed to ensure that citizens and stakeholders participated throughout the planning process and included the following variety of engagement activities:

- 3 Community Workshops
- 5 Pop-Up Events
- 2 Online Surveys
- 8 El Camino Real Community Advisory Committee (ECR CAC) Meetings
- Virtual Community Open House

Central to the outreach process was the input received from the El Camino Real Community Advisory Committee (ECR CAC), which was an advisory and non-voting body that was approved by the City Council on January 23, 2018. The members included representation from a broad and diverse range of backgrounds and perspectives including, but not limited to, local residents, businesses, community organizations and regional stakeholders. The ECR CAC met eight times over the length of the planning process to inform the development of the Specific Plan by providing guidance on the results of the public workshops and other engagement activities and providing direction of the plan at key moments in the process. The Specific Plan was shaped through this stakeholder input. Meeting materials, including meeting summaries, from the community engagement activities conducted over the life of the process can be found on the El Camino Real website under community engagement.

### Community Desired Outcomes

The community identified desired outcomes for the Specific Plan, which were used to set the Specific Plan's overall planning framework and supporting area-wide policies, design standards and guidelines, and implementation actions:

1. More parks, plazas, and open space
2. Landscaping and street trees
3. More walkable environment
4. Better mobility and connections
5. More transportation options
6. Efficient and shared parking
7. Compatibility with adjacent neighborhoods
8. Local and regional destination
9. Diversity of uses
10. Balanced approach to housing

11. Beautification
12. Green building and sustainable infrastructure
13. Support health and wellbeing

## DISCUSSION

The primary issues for the Planning Commission to consider in evaluating the proposed Specific Plan are its consistency with the General Plan and the strength of the Plan's policies and standards to implement the Plan vision. The Planning Commission, and subsequently the City Council, have the opportunity to review these policies and standards and identify areas where they may be enhanced, modified or further developed to address City objectives and priorities. Input and recommendations from the Planning Commission will be forwarded to the City Council for their consideration and direction from the City Council will be incorporated into the final, adopted version of the Specific Plan.

### General Plan

The General Plan vision for El Camino Real is to transform this Focus Area from a series of automobile oriented strip malls to a tree lined, pedestrian and transit oriented corridor with a mix of residential and retail uses. The following are the goals for the El Camino Real Focus Area as provided in the General Plan:

- 5.4.1 G1 - An economically viable mix of uses along El Camino Real that attracts upscale retail uses.
- 5.4.1-G2 - High quality design that respects the scale and character of adjacent residential neighborhoods and historic resources and creates a walkable environment.
- 5.4.1-G3 - Concentration of higher intensity commercial and residential development at key intersections with Regional Mixed-Use designations.
- 5.4.1-G4 - Pedestrian, bicycle and transit priority for mobility in the El Camino Real Focus Area.

The Specific Plan as proposed achieves these goals by adding additional land use designations that provide a greater differentiation of land uses and a stronger correlation to specific types of development, and establishing more detailed land use policies requiring commercial uses to be focused in key locations where they will be most viable and support destination shopping and placemaking, providing design standards to direct new development and improve the interface between new and existing land uses, and providing a concept for the improvement of El Camino Real right-of-way for pedestrians, bicyclists, and transit riders.

Additionally, the Specific Plan boundary aligns with the boundary depicted in the General Plan with the exception of the addition of property at the north west corner of Civic Center Drive and Lincoln Street and City Hall.

### Specific Plan

The Specific Plan sets forth land use, urban design, and transportation policies that balance the community's wants and needs organized to achieve an overarching vision of a future El Camino Real Corridor that is:

- mixed-use;
- multi-modal;
- anchored by vibrant shopping destinations and public open space with new homes for a range

- of incomes and life stages;
- designed to respect the scale and character of adjacent residential neighborhoods;
- an attractive and engaging pedestrian environment with wider sidewalks and street trees; and
- protected or separated bicycle lane for bicyclists and enhanced bus stops and boarding for transit riders.

The desired outcomes, listed above, are defined in Chapter 2, Vision and Framework, of the Specific Plan and set the stage for the overall planning framework, policies, design standards and guidelines, and implementation actions.

### Land Use Framework

Currently the El Camino Real is predominantly a series of automobile oriented strip malls with building heights generally at one story and surface parking located at the street edge, resulting in approximately 70% of the existing land being dedicated to surface parking. Many of the properties are also relatively shallow, and close to single family neighborhoods, limiting the potential for high intensity development. Given these challenges, the strategy of the land use framework is to focus more intensive development at key nodes or “Activity Centers” with the “in-between” areas being a less intensive mix of commercial and residential uses.

Adoption of Plan will change the General Plan Land Use Designations along the entire corridor to include the following new designations:

- Regional Commercial Mixed Use (55-100 dwelling units per acre; 0.20 FAR of commercial required) - applied to the larger shopping centers or activity centers and would support the most intensive uses.
- Corridor Mixed Use (45-65 dwelling units per acre; commercial allowed but not required) - a medium density designation applied to the larger sites in the in-between areas.
- Corridor Residential (dwelling units per acre; commercial allowed but not required) - a lower density designation for sites with the most sensitive interfaces.
- Ground Floor Commercial Overlay - is applied to sites in the in-between areas where commercial uses are likely to be most viable and support pedestrian activity.
- Public/Quasi-Public - applied to City Hall and includes a variety of public and quasi-public uses such as government offices, schools, and childcare centers.

The estimated build out associated with the proposed land use designations of the Specific Plan, through the horizon year of 2040, would include the development of 6,200 housing units in addition to existing conditions, and a reduction of approximately 395,000 square feet of commercial space, when compared with the existing General Plan land use designations. These growth projections are focused on sites with anticipated redevelopment and did not include sites such as recently constructed housing developments or the Santa Clara Town Centre (Target shopping center). The expected commercial uses in the Specific Plan would be retail and services uses and not office uses, even though that use is permitted.

### Retail

The City’s General Plan currently supports approximately 2.2 million square feet of retail development, spread out along the corridor. Following the recommendations of the City’s retail consultant, Keyser Marston Associates (KMA), who supported the planning effort, the proposed plan

would support a reduced amount of retail development, 1.8 million square feet, which would be more concentrated at focal locations that would act as shopping destinations and minimize the designation of retail on sites where it would not be economically viable. The planned amount of retail is significant, comparable to the amount that would be provided in a large, regional shopping center.

The retail market demand analysis conducted by KMA examined key factors that will affect future retail development opportunities in the Specific Plan. The factors included: retail market trends; demographics of the Trade Area; performance of existing retailers within the Specific Plan area; attributes of the properties within the Specific Plan area to accommodate new retail development; and the strengths of competing retail centers that serve the trade area.

The Trade Area for the Specific Plan extends two miles from the corridor, but does not extend north of Highway 101 and does not include the automobile retailing that dominates the north side of Stevens Creek Boulevard, and does extend into a small portion of the adjacent Sunnyvale.

With respect to retail market trends, internet sales have had a significant harmful impact on certain segments of retail, including department stores, apparel, and electronic stores. But, restaurants, entertainment, fitness centers and other service-oriented retail have remained strong until the COVID pandemic significantly affected those sectors. Grocery stores have remained strong both before and during the pandemic. Going forward, it is expected that the “experience” sectors will slowly recover, grocery stores will generally remain strong and internet sales will continue to erode the sales of many brick and mortar stores.

Retail within the Specific Plan area is doing well with respect to retaining high occupancy rates, but sales volumes are less than industry standards. There are no remaining large sites (approximately 20 acres) to accommodate the development of large anchor tenants and many of the remaining retail properties are small and shallow relative to current market requirements. The last large site on El Camino Real, Santa Clara Town Center, which was redeveloped in 2014 with a 140,000 square foot Target department store, a Sprout’s Farmers Market, and a total shopping center square footage of 280,000 square feet, but no residential. Currently, no site of comparable size is readily available.

The Trade Area is largely built-out, but is expected to grow by 15,000 residents by 2032, which will provide some additional support for new retail sales within the Specific Plan area. Opportunities are constrained by competition, including the recently expanded Valley Fair Mall and Santana Row. The leakage analysis indicates that the two market segments with growth opportunities are grocery stores, and eating and drinking establishments.

Given the prevailing market trends and site attributes, the market study concluded that the best approach to strengthening the retail base of the Specific Plan area is to: 1) support the intensification of retail development at major intersections, with grocery anchors being a target; 2) encourage the repurposing of existing retail space to local-serving tenants, such as ethnic restaurants, gyms, and services; 3) reduce the number of properties for which commercial use is a requirement; and 4) develop a strategy to retain and strengthen existing commercial businesses. These specific recommendations on how to position new retail along the El Camino Real corridor has not changed in the context of the post pandemic environment.

#### Affordable Housing

An objective of the Specific Plan is to promote a range of housing options and affordability levels to

realize the vision for a mixed-use, mixed-income community along the corridor. As such, this Plan includes an inclusionary housing policy that goes above and beyond the City's Affordable Housing Ordinance to promote the provision of units at deeper levels of affordability along El Camino Real. Specifically, within the Plan area, the inclusionary requirement will be that 15% of the new units be designated as affordable rental units with a mix of units affordable for extremely low, very low, low, and moderate-income households such that the average household income across all affordable units does not exceed 80% of Area Median Income (AMI). This represents a deeper level of affordability than required by the citywide ordinance which requires 15% of units be affordable at an average of 100% of AMI.

### Open Space

Many valuable open space amenities can be found just outside the El Camino Real corridor, but the corridor currently lacks its own public open spaces. The Specific Plan seeks to create new public and publicly-accessible, privately-owned open spaces that promote gathering, enjoyment, and a broad range of active uses. Adding public open space within the corridor will be challenging given that the City's primary tool to obtain open space is to require as part of a new development project that a portion of the site be made open space and the corridor is composed primarily of smaller parcels. While all new residential development will be required to contribute toward parkland per the City's Park and Recreational Land Ordinance, unique to the Specific Plan, new commercial development within the Regional Commercial Mixed Use land use designation (Activity Centers) will be required to provide 10% of the site area for these commercial sites as new publicly-accessible privately-owned open space. The specific size, exact location, and configuration of such urban park or plaza sites will be finalized through future development. With redevelopment per the Specific Plan, in the future, the corridor will include new open spaces that may be more traditional public parks or smaller publicly-accessible, privately-owned opened spaces.

### El Camino Real Right-of-Way

The vision for the right-of-way of El Camino Real is to transform this auto-oriented arterial into a multimodal "complete street" designed to accommodate all travel modes. Complete streets provide safe mobility for all users, including bicyclists, pedestrians, transit vehicles, and motorists regardless of age or ability. The proximity of the Plan Area to the Santa Clara Caltrain and future BART station presents a unique opportunity within Santa Clara to promote transit trips by improving the multimodal functionality of the corridor.

The Plan establishes concepts for both interim and final configurations for the El Camino Real right-of-way that give greater support for bicycle and transit use than what exists today. On average, only 31% of on-street parking spaces are utilized along the corridor, providing an opportunity to remove on-street parking to accommodate a separated bike lane. While most of El Camino Real has unused on-street parking capacity, some locations rely on their on-street parking as their on-site parking is non-existent or very limited. In the interim, on-street parking will remain for those few sites that rely on it until such time as they redevelop. Those properties include the three properties on the northeast corner of El Camino Real and Main Street, Diver Dan's on the north side of ECR, and Grand Prix Powersports on the south side of El Camino Real.

In both right-of-way configurations, the curb to curb dimension of El Camino Real will remain the same, as will the center median. Both configurations take advantage of the removal of on-street parking, coupled with the Caltrans restriping that occurred last year and which narrowed the travel

lanes, to add a bike lane. Wider sidewalks will also be added through land dedication upon redevelopment of each property.

In the interim condition, a bicycle lane is added in place of the on-street parking. The bike lane would be separated from vehicular traffic by bollards, except at bus stops where there would be a break and buses would share the space with bicycles. In the ultimate configuration, the bicycle lanes would be separated by a median and would not share space with buses. In the ultimate condition bus stops would be served through a bus boarding island, meaning the busses would stop in the travel lane to load and unload eliminating the need to pull in and out of traffic and increasing bus efficiency. This ultimate buildout would be implemented as redevelopment occurs along the corridor.

### Objective Design Standards

Chapter 4, Development Standards and Guidelines, establishes objective design standards and guidelines for new land development to achieve the future vision for El Camino Real. These standards and guidelines apply to all new development in the El Camino Real Specific Plan Area, as well as public improvements and extensive renovations to existing structures. They build on basic design standards or regulations, such as setbacks, height limitations, parking requirements and signage regulations already contained in the Zoning Ordinance by providing more detailed and specific requirements specifically for development within the El Camino Real Specific Plan area.

While the Specific Plan was originally drafted with a traditional, design guideline approach, in response to recent changes to State Law, the Specific Plan has been redrafted to establish objective design standards wherever appropriate. The Housing Accountability Act and the Housing Crisis Act require expedited processing of qualifying residential projects and make it difficult to deny or reduce the density of housing projects that meet locally adopted objective standards, such as those set in the Zoning Ordinance. Objective Standards involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official prior to application submittal. As the City will thus potentially need to increasingly rely on objective standards for the review of projects where we are precluded from a discretionary design review process, adding objective standards is important to align new development with community objectives.

A primary motivation for the preparation of the Specific Plan was to establish design standards that would address and improve the interface between new development and adjacent single-family neighborhoods. Throughout the Specific Plan process, the community continued to voice this concern. The Specific Plan accordingly includes objective standards for neighborhood transitions to ensure that new development provides appropriate and sensitive transitions in height and scale to existing neighborhoods with the goals of preserving neighborhood character and protecting light and privacy. These transition standards limit building heights and require taller buildings to step down toward existing neighborhoods. Other design requirements or policies, such as deeper setbacks, encouraging house-form building types and varied rooflines, and required landscaping, will also help to buffer existing homes from new development.

The Specific Plan will also provide objective standards to address the following topics within the El Camino Real corridor:

- Building Height (maximum, interface, transition)
- Landscape setback areas (including a build-to requirement)
- Sidewalk width

- Private Open space (shared and individual) - amount, dimensions, visibility, amenities
- Publicly accessible private open space - dimensions, accessibility, amenities, lighting
- Ground floor commercial use at specific locations
- Block size
- Maximum limits on a building façade length without a break
- Minimum amounts of building façade articulation - architectural elements and rhythm
- Requirement for differentiation of vertical façade elements
- Window design requirements
- Variation in building materials
- Building entries (location, frequency and architectural treatment)
- Commercial space - minimum depths, façade transparency, interior heights, grease traps, awnings, etc.
- Live/work space - minimum dimensions, façade treatment
- Parking access
- Passenger pick-up locations
- Pedestrian circulation path dimensions, materials, etc.
- Driveways and curb cuts
- Private street design standards (dimensions, street trees)
- Utility locations
- Screening of storage and service areas
- Limitations on parking and garages along project frontages
- Signage
- Fences

### Commercial Space Requirements

The draft Specific Plan establishes requirements for new spaces to promote their successful utilization, including requirements for interior column spacing and façade transparency, as well as provisions to support the use of adjacent outdoor use for outdoor dining, including design standards for awnings, planters and railings. The standards also directly support future food service uses by requiring that new commercial spaces have access to grease traps and venting. While such measures may add costs or require a particular design approach, they are important to insure that future commercial spaces are well utilized and contribute to a vibrant, pedestrian-friendly environment.

### Green Building Measures

The draft Specific Plan supports the incorporation of green building measures, recognizing that new construction will need to comply with CalGreen standards for new construction, requiring that all buildings be built with solar-ready electrical systems and integrated stormwater catchment and treatment systems. The draft Specific Plan further encouraging a variety of additional measures, such as solar water heating, green roofs, passive ventilation, heating and cooling, indoor water reuse, stormwater harvesting, and the use of district stormwater management systems. The City is further developing green building requirements, including a requirement for building electrification, through a separate adoption of a Building “Reach Code” that will be applicable citywide.

### Community Benefits

The Specific Plan includes a Community Benefits policy whereby developers could gain additional development rights in exchange for voluntarily providing additional benefits to the community, above those otherwise already required by City ordinances or the Specific Plan. Community benefits that

could be provided in such an exchange include greater amounts of affordable housing, bicycle and pedestrian amenities or public art. As drafted, these would be implemented through a Development Agreement giving the City the discretion to determine the appropriate level of community benefits required and the amount of bonus received in exchange for providing these benefits.

#### Creation of the ECR Zoning District

As a part of the Specific Plan planning process, the City is proposing to create three new zoning districts that align with the three land use designations of the Specific Plan: Regional Commercial Mixed Use, Corridor Mixed Use, and Corridor Residential. Uses allowed in these zoning districts include residential and commercial uses, and a provision for existing uses to remain until such time as properties redevelop. The zoning districts each have development standards for the maximum height, density, setbacks, and common and private open space. Rezoning property within the Plan area with the new zoning districts will be a subsequent action once further community outreach is conducted. Once the new zoning districts are approved, they will be available for use should a property owner wish to rezone. Pursuant to Assembly Bill (AB) 3194 (2018), housing development projects in conformance with the General Plan can avoid rezoning if they adhere to all development standards of a zoning district that is consistent with the General Plan. (A "housing development project" under AB 3194 is an all-residential project, or a mixed-use development where at least 2/3 of the square footage is residential.) As such, the creation of these new zoning districts will facilitate a streamlined process, whereby residential projects can be approved through the City's architectural review process.

#### ALUC Review

The El Camino Real Specific Plan was referred to the Airport Land Use Commission (ALUC) for review as the Plan affects property within the Airport Influence Area (AIA) of the San Jose International Airport. At the March 24, 2020 ALUC meeting, the County Airport Land Use Commission found the El Camino Real Specific Plan to be consistent with the policies of San Jose Airport Comprehensive Land Use Plan (CLUP), in that the El Camino Real plan area is outside of the airport safety zone and the noise contours of the airport area. The ALUC did recommend that a policy be added to the Specific Plan that states any new development on property within the AIA shall be required to dedicate an aviation easement to the San Jose International Airport.

#### Conclusion

The draft El Camino Real Specific Plan, accompanying zoning districts and project EIR have been prepared through an extensive community-based planning process which has provided a significant amount of time for discussion of the various components of the Specific Plan. The Specific Plan will provide a land use policy framework to support the development of a mixed-use, multi-modal corridor anchored by vibrant shopping destinations and public open space consistent with the City's vision and the goals and policies set forth in the General 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.

During the Draft EIR comment period a total of eleven comments were received. None of the comment letters identified a new significant impact, or have provided substantial evidence that the CEQA analysis is otherwise inadequate. Responses to the Draft EIR comments, as well as minor text changes and clarifications, in the form of a Final EIR, were made available to the public through the City's website on April 19, 2021, and have been forwarded on to the commenters on the Draft EIR.

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.

#### 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

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. Newspaper notice of this item was published in The Weekly on April 15, 2020. The full administrative record is available for review during normal business hours by contacting the Planning Division. At the time of this staff report, there has been no public input submitted to the City in support or opposition to this item.

Additionally, public contact was made by posting the Planning Commission 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

That the Planning Commission adopts Resolutions recommending that the City Council:

1. Adopt a resolution approving and certifying the Final EIR prepared for the El Camino Real East Specific Plan (SCH # 2019059029), including CEQA Findings.
2. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457.
3. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (16-45 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan.
4. Adopt an ordinance amending the zoning code to create the El Camino Real Zoning district.
5. Provide direction to staff to make modifications to the Specific Plan and/or Zoning district for City Council consideration.

## RECOMMENDATION

That the Planning Commission adopt Resolutions recommending that the City Council:

1. Adopt a resolution approving and certifying the Final EIR prepared for the El Camino Real East Specific Plan (SCH # 2019059029), including CEQA Findings.
2. Adopt a resolution approving the El Camino Real Specific Plan, a specific plan consistent with CA Government Code Sections 65450-65457.
3. Adopt a resolution approving a General Plan text amendment creating the Regional Corridor Mixed Use (55-100 DU/AC; 0.2 Commercial FAR); Corridor Mixed Use (45-65 DU/AC); Corridor Residential (16-45 DU/AC); and Ground Floor Commercial Overlay land use designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the El Camino Real Specific Plan.
4. Adopt an ordinance amending the zoning code to create the El Camino Real Zoning district.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna Santana, City Manager

## ATTACHMENTS

1. El Camino Real EIR PC Resolution
2. CEQA Facts and Findings
3. El Camino Real EIR MMRP
4. El Camino Real Specific Plan PC Resolution
5. El Camino Real General Plan Amendment PC Resolution
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7. El Camino Real Zoning Districts Ordinance
8. El Camino Real Zoning Districts PC Resolution
9. Web link to Draft Specific Plan Document and EIR
10. Public Comments

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
APPROVING A WATER SUPPLY ASSESSMENT FOR THE EL  
CAMINO REAL SPECIFIC PLAN**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara ("City") approved and adopted an Urban Water Management Plan in 2016;

**WHEREAS**, California Water Code Section 10910 and Section 15155(b) of the Guidelines to the California Environmental Quality Act ("CEQA") require a water utility to prepare a Water Supply Assessment for development applications for "water-demand projects";

**WHEREAS**, the City is a public water supplier within the City limits and the City Council of the City of Santa Clara is the governing body of the City's public water system;

**WHEREAS**, the City of Santa Clara requires that landscaping for projects be drought tolerant and recycled water be used for irrigation, cooling towers and other permitted uses when properties are proximate to recycled water resources to reduce the cumulative use of potable water;

**WHEREAS**, the El Camino Real Specific Plan requires a Water Supply Assessment under Section 15155(a)(1)(F) of the CEQA Guidelines and Section 10912(a)(6) of the Water Code; and,

**WHEREAS**, City Staff prepared a Water Supply Assessment for the El Camino Real Specific Plan ("WSA").

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the Water Supply Assessment for the proposed the El Camino Real Specific Plan is attached to the RTC for the Council meeting of June 15, 2021.
2. Approval of WSA. The Council has reviewed the WSA at a special public meeting conducted on June 15, 2021. Based upon the data and conclusions set forth therein, and the

evidence and testimony presented at the public meeting, the Council hereby finds that there is adequate water to supply the El Camino Real Specific Plan without creating a negative impact on the groundwater basin and that the City has an adequate supply to provide water for the El Camino Real Specific Plan during single or multiple dry years for at least a 20-year projection, and, the council hereby approves the WSA.

3. Direction to Staff. Staff is hereby directed to include the WSA, the 2015 City of Santa Clara Urban Water Management Plan, and any other applicable Urban Water Management Plan related documents in the appendix of the Environmental Impact Report for the El Camino Real Specific Plan.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 15<sup>th</sup> DAY OF JUNE 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: None

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING AND CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING CEQA FINDINGS WITH RESPECT THERETO, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE EL CAMINO REAL SPECIFIC PLAN**

SCH # 2019059029

El Camino Real Specific Plan Environmental Impact Report

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City intends to adopt the El Camino Real Specific Plan, a Specific Plan for a transit-oriented, pedestrian-friendly corridor of up to 6,200 residential units with supportive commercial uses, located on approximately 250 acres along the 3.2 mile El Camino Real corridor between the western City limits and Lafayette Street in the east, which is currently largely developed with auto oriented uses;

**WHEREAS**, the El Camino Real Specific Plan is intended to be a tree-lined, pedestrian- and transit-oriented corridor with a mix of residential and retail uses;

**WHEREAS**, the El Camino Real area will include a variety of forms of urban housing, including podium buildings, mid-rise residential mixed-use buildings, and medium density townhomes;

**WHEREAS**, a Specific Plan is a tool for providing regulatory direction for specific parts of a city, and can include policy guidance, regulatory requirements, and design guidelines;

**WHEREAS**, the proposed El Camino Real Specific Plan is consistent with the Goals and Policies of the El Camino Real Focus Area in the General Plan;

**WHEREAS**, as a part of implementing the Specific Plan, the City intends to adopt a General Plan Amendment (“GPA”) to align the General Plan land use diagram by changing the existing land use designations of the Project Site from Community Mixed Use and Regional Mixed Use to Regional Commercial Mixed Use (55-100 dwelling units per acre; 0.20 FAR of commercial required), Corridor Mixed Use (45-65 dwelling units per acre; commercial allowed but not

required), Corridor Residential (16-45 dwelling units per acre; commercial allowed but not required), and Ground Floor Commercial Overlay which requires commercial uses at specific sites;

**WHEREAS**, the GPA includes an amendment to Appendix 8.13 (the Climate Action Plan) setting forth vehicle trip reduction targets for the new Land Use designations of Regional Commercial Mixed Use, Corridor Mixed Use, and Corridor Residential;

**WHEREAS**, the City is also proposing to adopt an ordinance to amend Title 18, the Zoning Code, to create the new El Camino Real Corridor zoning districts;

**WHEREAS**, the Project approvals will include this Resolution No. [REDACTED] (the “CEQA Resolution”); Resolution No. [REDACTED] (the “General Plan Amendment Resolution”); Resolution No. [REDACTED] (the “Specific Plan Resolution”); and Resolution No. [REDACTED] (the “Zoning Resolution”) (collectively, the “Approvals”);

**WHEREAS**, on May 7, 2019 the City of Santa Clara (“City”) distributed a Notice of Preparation of a Draft Environmental Impact Report (“DEIR”) for the El Camino Real Specific Plan that included a total of 6,200 dwelling units and a reduction of 395,000 square feet of commercial uses and on May 7, 2019 posted the Notice at the Santa Clara County Clerk’s office, soliciting guidance on the scope and content of the environmental information to be included in the DEIR;

**WHEREAS**, the DEIR was prepared in accordance with CEQA and the City circulated copies of the DEIR and Notice of Availability to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies, and the City sought the comments of such persons, organizations and agencies on December 10, 2020 for a 45-day review period, ending on January 25, 2021 (“Comment Period”);

**WHEREAS**, the City prepared written responses to the comments received during the Comment Period and included those responses in a Final Environmental Impact Report (“FEIR”). The FEIR consists of a list of agencies and organizations to whom the DEIR was sent, a list of the comment letters received on the DEIR, revisions to the text of the DEIR, responses to

comments received on the DEIR, and copies of comment letters. The FEIR was distributed for public review on April 19, 2021;

**WHEREAS**, the DEIR and FEIR constitute the EIR for the Project;

**WHEREAS**, the EIR identified certain significant and potentially significant adverse effects on the environment that would be caused by the Project as proposed;

**WHEREAS**, the EIR outlined various mitigation measures that would substantially lessen or avoid the Project's significant effects on the environment, as well as alternatives to the Project as proposed that would provide some environmental advantages;

**WHEREAS**, the City is required, pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq.), to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects of the Project;

**WHEREAS**, the EIR analyzed three No Project alternatives for the El Camino Real area, including an alternative that contemplates the existing conditions remaining substantially the same (No Project/No Redevelopment Alternative), a No Project alternative that considers full build-out under the existing land use designations (No Project Alternative), and a "No Project/Commercial, Residential, and Office Redevelopment Alternative," along with a Reduced Development alternative;

**WHEREAS**, Public Resources Code § 21081, subdivision (a) requires a lead agency, before approving a project for which an EIR has been prepared and certified, to adopt findings specifying whether mitigation measures and, in some instances, alternatives discussed in the EIR, have been adopted or rejected as infeasible;

**WHEREAS**, the "CEQA Findings" attached to this Resolution is a set of Findings of Fact prepared in order to satisfy the requirements of Public Resources Code § 21081, subdivision (a);

**WHEREAS**, as the CEQA Findings explain, the City Council intends to adopt the Specific Plan, associated General Plan Amendments, and Zoning Ordinance Amendment (the “Project”);

**WHEREAS**, the City Council has determined that none of the alternatives addressed in the EIR, would be both feasible and environmentally superior to the Project as proposed. All of the No Project alternatives and the Reduced Development alternative would not sufficiently satisfy the Project Objectives. The details supporting these determinations are set forth in the CEQA Findings;

**WHEREAS**, in taking this course, the City Council has acted consistent with the CEQA mandate to look to project mitigations and/or alternatives as a means of substantially lessening or avoiding the environmental effects of projects as proposed;

**WHEREAS**, all of the significant and potentially significant environmental effects associated with the Project can either be substantially lessened or avoided through the inclusion of mitigation measures proposed in the EIR;

**WHEREAS**, the City Council, in reviewing the Project, intends to adopt all mitigation measures set forth in the EIR;

**WHEREAS**, on May 10, 2021, the Planning Commission conducted a duly noticed public hearing to consider the EIR, MMRP and CEQA Findings, at the conclusion of which the Commission voted to recommended that the City Council approve and certify the EIR and adopt the MMRP and CEQA Findings;

**WHEREAS**, a notice of the public hearing on the proposed project was published in the Santa Clara Weekly, a newspaper of general circulation for the City, on June 2, 2021;

**WHEREAS**, notices of the public hearing on the proposed project were mailed to all property owners within 300 feet of the Project Site, according to the most recent assessor’s roll, on **May XX**, 2021;

**WHEREAS**, the City Council reviewed the EIR and Mitigation Monitoring and Reporting Program, attached as the “MMRP”, as well as a set of CEQA Findings and, in accordance with

the requirements of CEQA, along with the City Staff report pertaining to the EIR for the Project (SCH # 2019059029), and all evidence received at a duly noticed public hearing on June 15, 2021. All of these documents and evidence are incorporated herein by reference into this Resolution; and

**WHEREAS**, on June 15, 2021, the City Council conducted a public hearing, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed EIR.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby finds that the EIR has been completed in compliance with CEQA.
3. That the City Council hereby finds the EIR has been presented to the Council, which reviewed and considered the information and analysis contained therein.
4. That the City Council hereby finds, pursuant to Public Resources Code Section 21081 and California Code of Regulations, Title 14, Section 15091, that all of the proposed mitigation measures described in the EIR are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest when the Project is approved.
5. That the City Council hereby finds that none of the Project Alternatives set forth in the EIR can feasibly substantially lessen or avoid those significant adverse environmental effects not otherwise lessened or avoided by the adoption of all feasible mitigation measures.
6. That, in order to comply with Public Resources Code Section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program as set forth in the attached "MMRP". The Program is designed to ensure that, during project implementation, the City, affected

landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The MMRP identifies, for each mitigation measure, the action to be taken and the party responsible for implementation.

7. Based on the findings set forth in this Resolution, the evidence in the City Staff Report, and the attached CEQA Findings, the City Council approves and certifies the EIR, adopts the CEQA findings, and adopts the MMRP, all in accordance with CEQA for the Project.

8. That pursuant to CEQA Guidelines Section 15091(e), the City Council hereby designates the Planning Division of the Community Development Department as the location for the documents and other material that constitute the record of proceedings upon which this decision is based, and designates the Director of Community Development as the custodian of records.

9. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 15TH DAY OF JUNE, 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:

**EL CAMINO REAL SPECIFIC PLAN PROJECT  
SIGNIFICANT ENVIRONMENTAL IMPACTS**

**Air Quality**

**Impact:**       **Impact AIR-2:** The combination of dust from construction activities and diesel exhaust from operation of construction equipment and related traffic for future projects under the Specific Plan could exceed the project-level thresholds.

**Mitigation:**   **MM AIR-2.1:** All future development projects under the Specific Plan shall implement the following Bay Area Air Quality Management District (BAAQMD)-recommended best management practices:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day;
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered;
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph);
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points;
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation;
8. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations;
9. The contractor shall install temporary electrical service whenever possible to avoid the need for independently powered equipment (e.g. compressors).

**MM AIR-2.2:** All future development projects under the Specific Plan shall complete construction air quality assessments for construction criteria pollutants and toxic air contaminants (TACs). If construction BAAQMD thresholds are exceeded,

future projects shall implement measures to reduce emissions below the thresholds. Emission reduction measures shall include, but not be limited to, the following measures:

1. Construction equipment selection for low emissions;
2. Use of alternative fuels, engine retrofits, and added exhaust devices;
3. Low-VOC paints;
4. Modify construction schedule; and
5. Implementation of BAAQMD Basic and/or additional Construction Mitigation Measures for control of fugitive dust.

**MM AIR-2.3:** Operational criteria pollutant analysis shall be conducted in accordance with the latest guidance provided by BAAQMD for projects with the potential to exceed project emission thresholds. The BAAQMD CEQA Air Quality Guidelines provide project screening level sizes to determine if projects warrant modeling to evaluate their emissions. Projects smaller than the screening sizes listed in Table 3-1 of the BAAQMD CEQA Air Quality Guidelines would be considered to have less than significant operational air pollutant emissions. Projects that are found to have emissions above significance thresholds would be required to implement additional mitigation measures, including, but not limited to, the measures described below:

1. Proposed residential development within the El Camino Real Specific Plan shall implement transportation demand management (TDM) programs to reduce residential vehicle miles traveled (VMT) as required by the City's Climate Action Plan. The TDM programs would be reviewed and approved by the Community Development Director prior to issuance of building permits. An annual TDM monitoring report shall be submitted to the Community Development Director to document each development is meeting the required TDM program reductions.
2. Proposed development within the Specific Plan shall incorporate additional green building measures such as rooftop solar photovoltaic systems, rough-ins for electric vehicle charging, use of efficient lighting and irrigation, and recycle water, as feasible, to the satisfaction of the Community Development Director.
3. Developed parcels shall require within their Covenants, Conditions & Restrictions (CC&Rs) and/or ground leases requirements for all future interior spaces to be repainted only with architectural coatings that meet the "Low-VOC" or "Super-Compliant" requirements.

**Finding:** With implementation of Mitigation Measures MM AIR-2.1 through MM AIR-2.3, dust from construction activities and diesel exhaust from the operation of construction equipment and related traffic for future projects under the Specific Plan would be reduced to less than significant levels. Operational impacts from criteria pollutant emissions would also be reduced to less than significant levels through conformance with BAAQMD Clean Air Plan measures. **(Less Than Significant with Mitigation Incorporated)**

**Facts in Support of Finding:** As discussed in Section 3.3.2.1 of the DEIR, the implementation of Mitigation Measures MM AIR-2.1 through 2.3, would reduce construction period ROG, NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub> emissions to levels below the thresholds of significance established by BAAQMD. There are project-level thresholds of 54 pounds per day for NO<sub>x</sub>, ROG and PM<sub>2.5</sub> exhaust and 82 pounds per day for PM<sub>10</sub> exhaust, however, the BAAQMD CEQA Air Quality Guidelines do not identify quantified plan-level thresholds for construction emissions. The mitigation measures would reduce emissions on a project-level basis.

Construction exhaust emissions include those from equipment (i.e., off-road) and traffic (on-road vehicles and trucks). Off-road construction equipment is often diesel-powered and can be a substantial source of NO<sub>x</sub>, PM<sub>10</sub> and PM<sub>2.5</sub> emissions. Architectural coatings and application of asphalt pavement are dominant sources of ROG emissions. Unless controlled, the combination of temporary dust from activities and diesel exhaust from construction equipment and related traffic may pose a nuisance impact to nearby receptors or exceed acceptable levels for projects. In addition, NO<sub>x</sub> emissions during grading and soil import/export for large projects may exceed the BAAQMD NO<sub>x</sub> emission thresholds for projects.

Site-specific construction schedules and equipment are not known at this time for the future development area and have not been quantified at the project level. Implementation of Mitigation Measure MM AIR-2.1 would ensure that all construction projects employ the proper BAAQMD-recommended measures to control PM emissions, and Mitigation Measure MM AIR-2.2 would ensure that construction of future development areas would be analyzed through project-level review to quantify construction criteria pollutant emissions and identify the specific measures needed to reduce potential impacts, as necessary. Therefore, implementation of Mitigation Measures MM AIR-2.1 and MM AIR-2.2 would reduce the potential impact from construction of individual construction projects within the future development in the ECR Specific Plan area to a less than significant level.

The ECR Specific Plan would result in operational impacts from future development such as long-term area and mobile source emissions from the operation of future development projects. As described in Section 3.17.2.4 of the DEIR, however, implementation of the ECR Specific Plan would contribute to a decrease in VMT associated with the ECR Specific Plan area. The ECR Specific Plan would include implementing policies and measures that are generally consistent with the applicable Clean Air Plan control measures, such as implementation of TDM programs to reduce vehicle trips, resulting in fewer operational criteria pollutant emissions. Implementation of MM AIR-2.3, which requires that projects having emissions above

the significance thresholds be required to implement such measures, would reduce impacts to less than significant levels.

**Impact:** **Impact AIR-3:** Existing and future sensitive receptors could be exposed to construction TACs during construction. The combination of dust from construction activities and diesel exhaust from operation of construction equipment and related traffic for future projects under the Specific Plan could exceed the project-level thresholds.

**Mitigation:** Refer to MM AIR-2.1 above.

### **Biology**

**Impact:** **Impact BIO-1:** Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors in the San Francisco Bay area, extends from February through August.

**Mitigation:** **MM BIO-1.1:** Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors in the San Francisco Bay area, extends from February through August.

**MM BIO-1.2:** If it is not possible to schedule demolition and construction between September and January, preconstruction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests would be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist would inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with the California Department of Fish and Wildlife (CDFW), would determine the extent of a construction free buffer zone to be established around the nest, typically 250 feet, to ensure that raptor or migratory bird nests would not be disturbed during project construction.

**Finding:** Implementation of the identified mitigation measures would reduce construction impacts to migratory birds to a less than significant level. **(Less Than Significant with Mitigation Incorporated)**

**Facts in Support of Finding:** Implementation of Mitigation Measures MM BIO-1.1 and MM BIO-1.2 would reduce construction impacts to nesting birds to a less than significant level by either avoiding construction activities during the nesting season or conducting preconstruction surveys during the nesting season that would provide the basis for establishing construction-free buffer zones for any active nests that are found to protect the nests from disturbance caused by construction activities. Mitigation Measure MM BIO-1.2 specifically requires that a qualified

biologist conduct such surveys and make recommendations in consultation with the CDFW, ensuring that potential impacts would be fully mitigated.

**Impact:** **Impact BIO-5:** Tree removal from redevelopment of individual parcels under the Specific Plan would result in a significant impact to mature trees.

**Mitigation:** **MM BIO-5.1:** Projects proposing or required to retain trees on-site shall implement precautionary measures during site construction to limit adverse environmental effects on ordinance-protected trees that are to be retained. A tree protection plan shall be prepared by a qualified arborist that, at a minimum, requires installation of an open material (e.g., chain link) fence six feet in height around the drip line and maintenance of the existing grade level around a tree and out to its drip line.

**MM BIO-5.2:** Project proponents under the Specific Plan will comply with the City Code and submit permit applications for removal of all trees covered by the City's tree ordinance. Any street trees or heritage trees to be removed would require replacement on-site or off-site at a minimum 2:1 ratio per General Plan Policy 5.3.1-P10. To the extent feasible, the replacement trees will be planted on-site and the project proponent will comply with all other tree removal requirements imposed by the City.

**Finding:** With the implementation of Mitigation Measures MM BIO-5.1 and MM BIO-5.2, impacts to mature trees would be reduced to a less than significant level. **(Less Than Significant with Mitigation Incorporated)**

**Facts in Support of Finding:** The implementation of Mitigation Measures MM BIO-5.1 and MM BIO-5.2 would provide protection measures for existing on-site trees to be retained during construction activities, and would require City review of proposals to remove existing street trees or heritage trees from development sites and provide replacement trees in conformance with the applicable General Plan policy and City Code requirements. Implementation of these measures would, therefore, help preserve existing mature trees as well as mitigate the loss of mature trees by ensuring their replacement.

### Cultural Resources

**Impact:** **Impact CUL-2:** Redevelopment of the Specific Plan area could result in impacts to unknown buried archaeological resources and human remains.

**Mitigation:** **MM CUL-2.1:** Prior to the issuance of any grading permit in the vicinity of Saratoga Creek well as the eastern end of the Project area (to the east of Pierce Street and South of El Camino Real), a geoarchaeological buried sensitivity assessment and a project-specific Archaeological Monitoring Plan shall be developed, to the satisfaction of the Community Development Director, and implemented to guide the project should any significant archaeological deposits be uncovered during

construction. The Archaeological Monitoring Plan shall provide detailed guidance for how impact areas should be methodically excavated under the direct supervision of a qualified archaeologist. A qualified archaeologist and a representative from the local Native American community shall monitor all initial ground-disturbing activities associated with these two areas of potential sensitivity.

**MM CUL-2.2:** For all proposed development sites within the Specific Plan area, a qualified archaeologist shall monitor the demolition of the building foundations and any other below surface disturbances, such as but not limited to, grading, excavation, roadway improvements, potholing for utilities, utility removal, and addressing storm drain issues. After demolition activities and surface improvements are removed for projects involving excavation, and prior to other construction activities, mechanical presence/absence exploration will be completed to a depth ranging from 6.5 to 10 feet below the ground surface. Presence/absence efforts shall be conducted by a qualified local archaeologist. If any cultural resources are identified, all activity in the vicinity of such resources shall stop until a research design and treatment plan is prepared to address those types of resources encountered and such plan is approved by the City. Any cultural resources identified shall be evaluated to determine if these resources would qualify for the National Register of Historic Places (NRHP) or California Register of Historic Resources (CRHR). If no resources are found during presence/absence testing, the implementation of Mitigation Measures, MM CUL-1.3 and MM CUL-1.4, would ensure any resources discovered during construction are adequately protected.

**MM CUL-2.3:** In the event that buried, or previously unrecognized archaeological deposits or materials of any kind are inadvertently exposed during any construction activity, work within 50 feet of the find shall cease until a qualified archaeologist can assess the find and provide recommendations for further treatment, if warranted. Preservation in place is the preferred treatment of an archeological resource. When preservation in place of an archeological resource is not feasible, data recovery, in accord with a data recovery plan prepared and adopted by the City, is the appropriate mitigation. Construction and potential impacts to the area within a radius determined by the archaeologist shall not recommence until the assessment is complete.

**MM CUL-2.4:** In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find shall be stopped. The Santa Clara County Coroner shall be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.

**Finding:** Implementation of the above mitigation measures would avoid and/or reduce significant impacts to unknown buried archaeological resources to a less than significant level by monitoring for resources during demolition activities, completing

presence/absence exploration, and following procedures to protect resources (if found). **(Less than Significant Impact with Mitigation Incorporated)**

**Facts in Support of Finding:** The implementation of Mitigation Measures MM CUL-2.1 and MM CUL-2.2 would require direct participation by qualified archaeologists and representatives of the local Native American community prior to and during any grading or excavation activities in order to establish monitoring protocols, provide guidance in the field, and allow for the proper evaluation and treatment of cultural resources discovered. Mitigation Measures MM CUL-2.3 and MM CUL-2.4 require the stoppage of work if buried or previously unrecognized archeological deposits are exposed during construction activities, and the intervention of a qualified archaeologist to determine the appropriate course of action before resuming construction activities. The involvement of the Santa Clara County Coroner and the NAHC in the case of discovery of human remains would ensure that proper burial procedures would be followed.

### **Geology and Soils**

**Impact:** **Impact GEO-6:** Development proposed under the Specific Plan has the potential to disturb paleontological resources if projects include deep excavations.

**Mitigation:** **MM GEO-6:** Projects requiring excavation 25 feet or more below ground surface would require monitoring by a qualified paleontologist. In the event paleontological resources are discovered all work shall be halted within 50 feet of the find and a Paleontological Resource Mitigation Plan shall be prepared by a qualified paleontologist to address assessment and recovery of the resource. A final report documenting any found resources, their recovery, and disposition shall be prepared in consultation with the Community Development Director and filed with the City and local repository.

**Finding:** With implementation of the mitigation measure described above, future development under the Specific Plan would result in a less than significant impact on paleontological resources. **(Less than Significant Impact with Mitigation Incorporated)**

**Facts in Support of Finding:** The implementation of Mitigation Measure MM GEO-6 would ensure that any excavation on future development sites deeper than 25 feet, which is the minimum depth at which paleontological resources are likely to be found, would require monitoring by a qualified paleontologist and appropriate disposition of any resources found. Therefore, impacts to such resources would be avoided.

### **Hazards and Hazardous Materials**

**Impact:** **Impact HAZ-1:** Existing hazardous materials contamination in soils and groundwater on the site has the potential to impact construction workers and adjacent

land uses if disturbed during demolition or construction of new buildings and structures on the site.

**Mitigation:** **MM HAZ-1.1:** Prior to the start of any demolition or construction activity, a property-specific Phase I Environmental Site Assessment (ESA) shall be completed in accordance with ASTM Standard Designation E 1527-13 (or most recent version) to identify Recognized Environmental Conditions (RECs), evaluate the property history, and establish whether or not the property is likely to have been impacted by chemical releases. Soil, soil vapor, and/or groundwater quality studies (Phase II ESAs) shall subsequently be conducted, if warranted, based on the findings of the property-specific Phase I ESAs, to evaluate if mitigation measures are needed to protect the health and safety of site occupants.

At parcels with an agricultural history, soil sampling and laboratory analyses shall be conducted to evaluate if agricultural chemicals are present prior to redevelopment or earthwork activities. Because pesticides were often stored within structures such as barns or sheds, and pesticide mixing was often performed near agricultural wells on such parcels, the sampling shall include an evaluation of these areas (if they can be identified), along with the former agricultural field and orchard areas.

All site mitigation measures identified in the property-specific Phase I and II ESAs shall be completed under the oversight of an appropriate regulatory agency, such as the Santa Clara County Department of Environmental Health (SCCDEH), Department of Toxic Substances Control (DTSC), or Regional Water Quality Control Board (RWQCB). Any required cleanup/mitigation of the site during development activities shall meet all applicable federal, state, and local laws, regulations, and requirements. The project applicant shall provide the appropriate oversight agency's written approval of the site mitigation measures to the City of Santa Clara prior to the issuance of a demolition and/or grading permit.

**MM HAZ-1.2:** Prior to the start of earthwork activities (e.g., excavation, trenching, grading, etc.) on properties with known contaminants of concern (COC) exceeding the lower of the then current DTSC, RWQCB, or EPA regulatory levels and/or appropriate residential/commercial screening levels, including sites having either open or closed leaking underground storage tank (LUST) or cleanup program site (CPS) cases, an appropriate corrective action/risk management plan shall be prepared that reflects the results of the on-site investigations. The corrective action/risk management plan shall describe mitigation measures necessary to protect the health and safety of future site occupants and establish appropriate management practices for handling and monitoring of impacted soil, soil vapor, and groundwater that may be encountered during construction activities. The corrective action/risk management plan shall be prepared by an Environmental Professional and be submitted to an appropriate overseeing regulatory agency (e.g., SCCDEH, DTSC, or RWQCB) for review. Regulatory agency approval shall be obtained prior to commencing earthwork activities. A Health and Safety Plan shall also be prepared to establish health and safety protocols for personnel working at the site.

All mitigation measures shall be completed under regulatory agency oversight and meet all applicable federal, state, and local laws, regulations, and requirements.

Following completion, a report documenting compliance with the provisions of the corrective action/risk management plan and describing the work completed shall be submitted and approved by the overseeing regulatory agency.

**MM HAZ-1.3:** As part of the facility closure process for occupants that use and/or store hazardous materials, the Santa Clara Fire Department requires that a closure plan be submitted by the occupants that describes required closure activities, such as removal of remaining hazardous materials, cleaning of hazardous material handling equipment, decontamination of building surfaces, and waste disposal practices, among others. Facility closure shall be coordinated with the Santa Clara Fire Department to ensure that required closure documents are completed prior to redevelopment of site parcels or changes in use.

**MM HAZ-1.4:** If a project requires importing soil for property grading, the source and quality of imported soil shall be documented according to the DTSC's Clean Fill Advisory (October 2001).

**MM HAZ-1.5:** Groundwater monitoring wells associated with identified LUST and CPS cases shall be protected during construction. Upon written approval from the overseeing regulatory agency and the well owner, wells may be destroyed under permit from the Santa Clara Valley Water District (Valley Water) prior to development activities. Relocation of the wells may be required.

Monitoring wells that are no longer in use, or any unidentified wells (such as former agricultural wells) encountered during construction activities, shall be properly destroyed in accordance with Valley Water Ordinance 90-1.

Prior to redevelopment of the site, well records from the California Department of Water Resources (DWR) shall be researched, and attempts shall be made to locate and properly destroy any identified abandoned on-site wells.

Any proposed well closure or destruction activities on a redevelopment site shall be completed, and any proposed well protection measures shall be approved by the Director of Public Works prior to the issuance of a grading permit. A well destruction report shall be submitted to the Santa Clara Fire Department as proof of completion of any well closure.

All site mitigation measures identified in the property-specific Phase I and II ESAs shall be completed under the oversight of an appropriate regulatory agency, such as the DEH, DTSC, or RWQCB. Any required cleanup/remediation of the site during development activities shall meet all applicable federal, state and local laws, regulations, and requirements. The project applicant shall provide the appropriate oversight agency's written approval of the site mitigation measures to the City of Santa Clara prior to the issuance of a demolition and/or grading permit.

**Finding:** Implementation of the above mitigation measures would ensure that development under the Specific Plan would not exacerbate existing hazardous materials contamination that may be present in the Plan area, and would reduce impacts related to such contamination to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

**Facts in Support of Finding:** Soil and groundwater contamination conditions on future development sites within the Specific Plan area would be addressed through the implementation of Mitigation Measures MM HAZ-1.1, MM HAZ-1.2 and MM HAZ-1.4, which would result in comprehensive site investigations for the presence of hazardous materials and identification of RECs in conformance with state and local regulatory agency requirements. Mitigation Measure MM HAZ-3 would reduce contamination risks and potential impacts to surrounding properties and residents by requiring the preparation of closure plans for sites using or storing hazardous materials, in conformance with SCFD requirements. Implementation of Mitigation Measure MM HAZ-5 would ensure the protection of groundwater monitoring wells on identified contamination sites during construction, as well as the proper closure and destruction of abandoned wells in conformance with state and local agency regulations, thereby minimizing the risk of groundwater contamination.

### **Noise and Vibration**

**Impact:** **Impact NOI-1:** Existing hazardous materials contamination in soils and groundwater on the site has the potential to impact construction workers and adjacent land uses if disturbed during demolition or construction of new buildings and structures on the site.

**Mitigation:** **MM NOI-1.1:** Develop and adhere to a construction noise control plan to be submitted to the City for review and approval prior to issuance of a demolition and/or grading permit, including, but not limited to, the following available controls.

- Ensure that construction activities (including the loading and unloading of materials and truck movements) within 300 feet of residentially zoned property are limited to the hours of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays. No construction is permitted on Sundays or holidays.
- Ensure that excavating, grading and filling activities (including warming of equipment motors) within 300 feet of residentially zoned property are limited to the hours of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays. No construction is permitted on Sundays or Holidays.
- Contractors equip all internal combustion engine driven equipment with mufflers, which are in good condition and appropriate for the equipment.
- Contractors utilize “quiet” models of air compressors and other stationary noise sources where technology exists.
- Locate loading, staging areas, stationary noise generating equipment, etc. as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction project area. Construct temporary noise barriers to screen

stationary noise generating equipment when located near adjoining sensitive land uses.

- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project area.
- Comply with Air Resource Board idling prohibitions of unnecessary idling of internal combustion engines.
- Construct solid plywood fences around construction sites adjacent to operational business, residences or noise-sensitive land uses.
- Route construction-related traffic along major roadways and as far as feasible from sensitive receptors.
- Businesses, residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. Designate a "construction liaison" that will be responsible for responding to any local complaints about construction noise. The liaison will determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and institute reasonable measures to correct the problem. Conspicuously post a telephone number for the liaison at the construction site.
- Include a disclosure in the lease of future tenants within the El Camino Real Specific Plan properties that provides information regarding the on-going construction activities within the area.

**MM NOI-1.2:** If pile driving occurs, the following best management practices shall be included in the construction noise control plan.

- During pile driving, pre-drill foundation pile holes to minimize the number of impacts required to seat the pile.
- During pile driving activities, install "acoustical blankets" to provide shielding for receptors located within 100 feet of the site, or use a noise attenuating shroud on the pile driving hammer.

**Finding:** The implementation of the mitigation above measures would reduce construction noise levels from development sites within the Specific Plan area, minimizing disruption and annoyance to surrounding businesses and residents. With the implementation of these controls, as well as the City Code limits on allowable construction hours, the impact would be reduced to a less than significant level. **(Less than Significant Impact with Mitigation Incorporated)**

**Facts in Support of Finding:** Construction impacts such as noise and vibration are considered temporary, due to their short-term duration. Regardless, the controls listed under Mitigation Measure MM NOI-1.1 include the establishment of specific hours for construction activities, restrictions on types of construction equipment used, identification of areas for noise-generating activities on the site, construction of physical barriers, construction traffic control requirements, and establishment of contact information for neighbors and future tenants identifying who to contact regarding excessive noise problems. Implementation of these specific measures will result in a lessening of the nuisance impact from construction noise on surrounding land uses for the

duration of the construction period for any given future project. In addition, the measures listed in Mitigation Measure MM NOI-1.2 would reduce potential noise and vibration impacts to surrounding structures.

**Impact:** **Impact NOI-1.3:** Mechanical equipment from future projects located in close proximity to existing residential land uses could result in noise levels in exceedance of City standards for fixed sources.

**Mitigation:** **MM NOI-1.3:** Prior to the issuance of building permits, mechanical equipment shall be selected and designed to reduce impacts on surrounding uses to meet the City's requirements. A qualified acoustical consultant shall be retained by the applicants for future development projects to review mechanical noise as the equipment systems are selected in order to determine whether the proposed noise reduction measures sufficiently reduce noise to comply with the City's residential noise limits. Noise reduction measures that would accomplish this reduction include, but are not limited to, selection of equipment that emits low noise levels and/or installation of noise barriers such as enclosures and parapet walls to block the line of sight between the noise source and the nearest receptors.

**Finding:** By requiring a review of the mechanical equipment selected for future development projects, as well as its design and location within the project sites, project mechanical equipment would not generate long-term noise levels in exceedance of residential or commercial noise limits. **(Less than Significant Impact with Mitigation Incorporated)**

**Facts in Support of Finding:** Impacts of operational noise generated by mechanical equipment in new development projects can be controlled through the design and placement of the equipment used. Implementation of Mitigation Measure MM NOI-1.3 would ensure that the proper equipment and placement that minimizes noise impacts to surrounding properties would be included in the approval of future development project sites by requiring a review of mechanical equipment by a qualified acoustical consultant prior to project approval. **(Less than Significant Impact with Mitigation Incorporated)**

**Impact:** **Impact NOI-2:** Existing and planned land uses in the project vicinity could be exposed to an increase in ambient vibration levels beyond applicable Caltrans vibration limits due to project construction activities.

**Mitigation:** **MM NOI-2.1:** Comply with the City Code construction hours requirements to limit the hours of exposure to surrounding properties. The City Code limits construction activities within 300 feet of residentially zoned property to the hours of 7:00 AM to 6:00 PM, on weekdays and between the hours of 9:00 AM and 6:00 PM on Saturdays. No construction is permitted on Sundays or holidays within 300 feet of occupied residentially zoned property.

**MM NOI-2.2:** Avoid using vibratory rollers and tampers near sensitive areas, such as shared property lines with residential land uses. Whenever possible, use cast-in drilled holes piles for projects requiring deep foundations to reduce construction vibration.

**MM NOI-2.3:** When vibration-sensitive structures are within 18 feet of a project development site or within 86 feet of a project proposing pile-driving, survey the condition of existing structures and, when necessary due to the structure type and resulting vibration due to the construction activities proposed, perform site-specific vibration studies to direct construction activities. Contractors shall continue to monitor effects of construction activities on surveyed sensitive structures, notify the Community Development Director of any damage caused by vibration, and repair or compensate for any such damage caused by vibration within a time period established by the Community Development Director upon receiving notice pursuant to this measure. The results of the vibration monitoring shall be summarized and submitted in a report to the Community Development Director prior to issuance of an occupancy permit.

**MM NOI-2.4:** Construction management plans for construction projects that have the potential to exceed the applicable peak particle velocity (PPV) threshold (0.5 in/sec for post-1990 buildings, 0.3 in/sec for pre-1990 buildings, 0.08 in/sec for structurally weakened buildings), particularly those involving pile driving, shall include predefined vibration reduction measures, notification requirements for properties within 200 feet of scheduled construction activities, and contact information for on-site coordination and complaints. The construction management plan shall be submitted to the City for review and approval prior to issuance of a demolition or grading permit.

**MM NOI-2.5:** Include a disclosure in the lease of future tenants within the El Camino Real Specific Plan properties that provides information regarding the ongoing construction activities within the area.

**Finding:** The implementation of the mitigation measures outlined above would reduce vibration impacts to less than significant. **(Less than Significant Impact with Mitigation Incorporated)**

**Facts in Support of Finding:** The proposed mitigation measures would reduce vibration impacts to surrounding properties by including the establishment of specific hours for construction activities and restrictions on types of equipment used near property lines, requiring identification of areas for vibration-generating activities on the site, requiring site-specific vibration studies and construction management plans, and requiring monitoring of the effects of construction activities on surveyed sensitive structures, with the results being reported to the Community Development Director. These measures provide protection of surrounding structures from the effects of excessive vibration, and also provide for accountability of the construction contractors. In addition, the proposed inclusion of disclosures in the leases of future building tenants providing information on nearby construction

activities would further reduce potential noise and vibration impacts to property owners within the Specific Plan area.

**MITIGATION MONITORING OR REPORTING PROGRAM**

**El Camino Real Specific Plan EIR**

**CITY OF SANTA CLARA**

**April 2021**

# P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

On \_\_\_\_\_, the City Council certified the Environmental Impact Report (EIR) for the El Camino Real Specific Plan project. The Final EIR concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring or Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the EIR concluded that mitigation measures would not be required to reduce significant impacts.

**MITIGATION MONITORING OR REPORTING PROGRAM  
EL CAMINO REAL SPECIFIC PLAN**

<b>Impacts</b>	<b>Mitigation</b>	<b>Timeframe for Implementation</b>	<b>Responsibility for Implementation</b>	<b>Oversight of Implementation</b>
<b>Air Quality</b>				
<p><b>Impact AIR-2:</b> The combination of dust from construction activities and diesel exhaust from operation of construction equipment and related traffic for future projects under the Specific Plan could exceed the project-level thresholds.</p>	<p><b>MM AIR-2.1:</b> All future development projects under the Specific Plan shall implement the following BAAQMD-recommended best management practices:</p> <ul style="list-style-type: none"> <li>• All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day;</li> <li>• All haul trucks transporting soil, sand, or other loose material off-site shall be covered;</li> <li>• All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;</li> <li>• All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph);</li> <li>• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;</li> <li>• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of the California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points;</li> <li>• All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a</li> </ul>	<p>During all phases of construction period</p>	<p>Project applicant and contractors</p>	<p>Director of Community Development</p>

	<p>certified mechanic and determined to be running in proper condition prior to operation;</p> <ul style="list-style-type: none"> <li>• Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations;</li> <li>• The contractor shall install temporary electrical service whenever possible to avoid the need for independently powered equipment (e.g. compressors).</li> </ul>			
	<p><b>MM AIR-2.2:</b> All future development projects under the Specific Plan shall complete construction air quality assessments for construction criteria pollutants and TACs. If construction BAAQMD thresholds are exceeded, future projects shall implement measures to reduce emissions below the thresholds. Emission reduction measures shall include, but not be limited to, the following measures:</p> <ul style="list-style-type: none"> <li>• Construction equipment selection for low emissions;</li> <li>• Use of alternative fuels, engine retrofits, and added exhaust devices;</li> <li>• Low-VOC paints;</li> <li>• Modify construction schedule; and</li> <li>• Implementation of BAAQMD Basic and/or additional Construction Mitigation Measures for control of fugitive dust.</li> </ul>	During all phases of construction period	Project applicant and contractors	Director of Community Development
	<p><b>MM AIR-2.3:</b> Operational criteria pollutant analysis shall be conducted in accordance with the latest guidance provided by BAAQMD for projects with the potential to exceed project emission thresholds. The BAAQMD CEQA Air Quality Guidelines provide project screening level sizes to determine if projects warrant modeling to evaluate their emissions. Projects smaller than the screening sizes listed in Table 3-1 of the BAAQMD CEQA Air Quality Guidelines would be considered to have less than</p>	Prior to issuance of a demolition or grading permit.	Project applicant	Director of Community Development

	<p>significant operational air pollutant emissions. Projects that are found to have emissions above significance thresholds would be required to implement additional mitigation measures, including, but not limited to, the measures described below:</p> <ul style="list-style-type: none"> <li>• Proposed residential development within the El Camino Real Specific Plan shall implement TDM programs to reduce residential vehicle miles traveled as required by the City’s Climate Action Plan. The TDM programs would be reviewed and approved by the Community Development Director prior to issuance of building permits. An annual TDM monitoring report shall be submitted to the Community Development Director to document each development is meeting the required TDM program reductions.</li> <li>• Proposed development within the Specific Plan shall incorporate additional green building measures such as rooftop solar photovoltaic systems, rough-ins for electric vehicle charging, use of efficient lighting and irrigation, and recycle water, as feasible, to the satisfaction of the Community Development Director.</li> <li>• Developed parcels shall require within their Covenants, Conditions &amp; Restrictions (CC&amp;Rs) and/or ground leases requirements for all future interior spaces to be repainted only with architectural coatings that meet the “Low-VOC” or “Super-Compliant” requirements.</li> </ul>			
<p><b>Impact AIR-3:</b> Existing and future sensitive receptors could be exposed to construction TACs during construction</p>	<p>Refer to MM AIR-2.1 above.</p>	<p>During all phases of construction period</p>	<p>Project applicant and contractors</p>	<p>Director of Community Development</p>

activities associated with build out of the Specific Plan.				
<b>Biology</b>				
<p><b>Impact BIO-1:</b> Construction activities associated with future development within the project area could result in the loss of fertile eggs, nesting raptors or other migratory birds, or nest abandonment.</p>	<p><b>MM BIO-1.1:</b> Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors in the San Francisco Bay area, extends from February through August.</p> <p><b>MM BIO-1.2:</b> If it is not possible to schedule demolition and construction between September and January, preconstruction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests would be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist would inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with the California Department of Fish and Wildlife, would determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure that raptor or migratory bird nests would not be disturbed during project construction.</p>	<p>Preconstruction surveys shall be conducted no more than 14 days before construction activities begin during the early part of the breeding season (February through April), and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August).</p>	<p>Project applicant</p>	<p>Director of Community Development</p>
<p><b>Impact BIO – 5:</b> Tree removal from redevelopment of individual parcels under the Specific Plan would result in a significant impact to mature trees.</p>	<p><b>MM BIO – 5.1:</b> Projects proposing or required to retain trees on-site shall implement precautionary measures during site construction to limit adverse environmental effects on ordinance-protected trees that are to be retained. A tree protection plan shall be prepared by a qualified arborist that, at a minimum, requires installation of an open material (e.g., chain link) fence six feet in height around the drip line and maintenance of the existing grade level around a tree and out to its drip line.</p>	<p>Prior to issuance of a grading or tree removal permit</p>	<p>Project applicant</p>	<p>Director of Community Development</p>

	<p><b>MM BIO – 5.2:</b> Project proponents under the Specific Plan will comply with the City Code and submit permit applications for removal of all trees covered by the City’s tree ordinance. Any street trees or heritage trees to be removed would require replacement on-site or off-site at a minimum 2:1 ratio per General Plan Policy 5.3.1-P10. To the extent feasible, the replacement trees will be planted on-site and the project proponent will comply with all other tree removal requirements imposed by the City.</p>			
<b>Cultural Resources</b>				
<p><b>Impact CUL-2:</b> Redevelopment of the Specific Plan area could result in impacts to unknown buried archaeological resources and human remains.</p>	<p><b>MM CUL-2.1:</b> Prior to the issuance of any grading permit, a geoarchaeological buried sensitivity assessment and a project-specific Archaeological Monitoring Plan shall be developed, to the satisfaction of the Community Development Director, and implemented to guide the project should any significant archaeological deposits be uncovered during construction. The assessment and Plan shall focus on areas along both sides of Saratoga Creek within the project boundaries, as well as on the eastern end of the project site within the project boundaries (south side of El Camino Real between Pierce Street and Lafayette Street). The Archaeological Monitoring Plan shall provide detailed guidance for how impact areas should be methodically excavated under the direct supervision of a qualified archaeologist. A qualified archaeologist and a representative from the local Native American community shall monitor all initial ground-disturbing activities associated with these two areas of potential sensitivity.</p> <p><b>MM CUL-2.2:</b> A qualified archaeologist shall monitor the demolition of the building foundations and any other below surface disturbances, such as but not limited to, grading, excavation, roadway improvements, potholing for utilities, utility removal, and addressing storm drain issues. After demolition activities and surface improvements are removed for projects involving excavation, and prior to other construction activities, conduct mechanical presence/absence exploration to a depth ranging from 6.5 to 10 feet below ground surface.</p>	<p>Prior to start of construction activities and issuance of grading permits</p>	<p>Project applicant</p>	<p>Director of Community Development</p>

	<p>Presence/absence efforts shall be conducted by a qualified local archaeologist. If any cultural resources are identified, all activity in the vicinity of such resources shall stop until a research design and treatment plan is prepared to address those types of resources encountered and such plan is approved by the City. Any cultural resources identified shall be evaluated to determine if these resources would qualify for the NRHP or CRHR. If no resources are found during presence/absence testing, the implementation of mitigation measures, MM CUL-1.2 and MM CUL-1.3, would ensure any resources discovered during construction are adequately protected.</p> <p><b>MM CUL-2.3:</b> In the event that buried, or previously unrecognized archaeological deposits or materials of any kind are inadvertently exposed during any construction activity, work within 50 feet of the find shall cease until a qualified archaeologist can assess the find and provide recommendations for further treatment, if warranted. Preservation in place is the preferred treatment of an archeological resource. When preservation in place of an archeological resource is not feasible, data recovery, in accord with a data recovery plan prepared and adopted by the City, is the appropriate mitigation. Construction and potential impacts to the area within a radius determined by the archaeologist shall not recommence until the assessment is complete.</p> <p><b>MM CUL-2.4:</b> In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find shall be stopped. The Santa Clara County Coroner shall be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.</p>	<p>At the time a discovery is made</p>	<p>Project applicant and contractors</p>	<p>Director of Community Development</p>
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<b>Geology and Soils</b>				
<p><b>Impact GEO-6:</b> Development proposed under the Specific Plan has the potential to disturb paleontological resources if projects include deep excavations.</p>	<p><b>MM GEO-6:</b> Projects requiring excavation 25 feet or more below ground surface would require monitoring by a qualified paleontologist. In the event paleontological resources are discovered all work shall be halted within 50 feet of the find and a Paleontological Resource Mitigation Plan shall be prepared by a qualified paleontologist to address assessment and recovery of the resource. A final report documenting any found resources, their recovery, and disposition shall be prepared in consultation with the Community Development Director and filed with the City and local repository.</p>	<p>During all phases of construction where excavation will exceed 25 feet.</p>	<p>Project applicant and contractors</p>	<p>Director of Community Development</p>
<b>Hazards and Hazardous Materials</b>				
<p><b>Impact HAZ-1:</b> Existing hazardous materials contamination in soils and groundwater on the site has the potential to impact construction workers and adjacent land uses if disturbed during demolition or construction of new buildings and structures on the site.</p>	<p><b>MM HAZ-1.1:</b> Prior to the start of any demolition or construction activity, a property-specific Phase I ESA shall be completed in accordance with ASTM Standard Designation E 1527-13 (or most recent version) to identify Recognized Environmental Conditions, evaluate the property history, and establish whether or not the property is likely to have been impacted by chemical releases. Soil, soil vapor, and/or groundwater quality studies (Phase II ESAs) shall subsequently be conducted, if warranted, based on the findings of the property-specific Phase I ESAs, to evaluate if mitigation measures are needed to protect the health and safety of site occupants.</p> <p>At parcels with an agricultural history, soil sampling and laboratory analyses shall be conducted to evaluate if agricultural chemicals are present prior to redevelopment or earthwork activities. Because pesticides were often stored within structures such as barns or sheds, and pesticide mixing was often performed near agricultural wells on such parcels, the sampling shall include an evaluation of these areas (if they can be identified), along with the former agricultural field and orchard areas.</p> <p>All site mitigation measures identified in the property-specific Phase I and II ESAs shall be completed under the oversight of an appropriate regulatory agency, such as the Santa Clara County Department of Environmental Health (SCCDEH), Department of</p>	<p>Prior to the issuance of a demolition and/or grading permits.</p>	<p>Project applicant</p>	<p>Community Development Director and SCCDEH, DTSC, or RWQCB.</p>

	<p>Toxic Substances Control (DTSC), or Regional Water Quality Control Board (RWQCB). Any required cleanup/mitigation of the site during development activities shall meet all applicable federal, state, and local laws, regulations, and requirements. The project applicant shall provide the appropriate oversight agency's written approval of the site mitigation measures to the City of Santa Clara prior to the issuance of a demolition and/or grading permit.</p> <p><b>MM HAZ-1.2:</b> Prior to the start of earthwork activities (e.g., excavation, trenching, grading, etc.) on properties with known contaminants of concern (COC) exceeding the lower of the then-current DTSC, RWQCB, or EPA regulatory levels and/or appropriate residential/commercial screening levels, including sites having either open or closed LUST or CPS cases, an appropriate corrective action/risk management plan shall be prepared that reflects the results of the on-site investigations. The corrective action/risk management plan shall describe mitigation measures necessary to protect the health and safety of future site occupants and establish appropriate management practices for handling and monitoring of impacted soil, soil vapor, and groundwater that may be encountered during construction activities. The corrective action/risk management plan shall be prepared by an Environmental Professional and be submitted to an appropriate overseeing regulatory agency (e.g., SCCDEH, DTSC, or RWQCB) for review. Regulatory agency approval shall be obtained prior to commencing earthwork activities. A Health and Safety Plan shall also be prepared to establish health and safety protocols for personnel working at the site.</p> <p>All mitigation measures shall be completed under regulatory agency oversight and meet all applicable federal, state, and local laws, regulations, and requirements. Following completion, a report documenting compliance with the provisions of the corrective action/risk management plan and describing the work completed shall be submitted and approved by the overseeing regulatory agency.</p>			
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	<p><b>MM HAZ-1.3:</b> As part of the facility closure process for occupants that use and/or store hazardous materials, the Santa Clara Fire Department requires that a closure plan be submitted by the occupants that describes required closure activities, such as removal of remaining hazardous materials, cleaning of hazardous material handling equipment, decontamination of building surfaces, and waste disposal practices, among others. Facility closure shall be coordinated with the Santa Clara Fire Department to ensure that required closure documents are completed prior to redevelopment of site parcels or changes in use.</p> <p><b>MM HAZ-1.4:</b> If a project requires importing soil for property grading, the source and quality of imported soil shall be documented according to the DTSC's Clean Fill Advisory (October 2001).</p> <p><b>MM HAZ-1.5:</b> Groundwater monitoring wells associated with identified LUST and CPS cases shall be protected during construction. Upon written approval from the overseeing regulatory agency and the well owner, wells may be destroyed under permit from the Santa Clara Valley Water District (Valley Water) prior to development activities. Relocation of the wells may be required.</p> <p>Monitoring wells that are no longer in use, or any unidentified wells (such as former agricultural wells) encountered during construction activities, shall be properly destroyed in accordance with Valley Water Ordinance 90-1.</p> <p>Prior to redevelopment of the site, well records from the California Department of Water Resources (DWR) shall be researched, and attempts shall be made to locate and properly destroy any identified abandoned on-site wells.</p> <p>Any proposed well closure or destruction activities on a redevelopment site shall be completed, and any proposed well protection measures shall be approved by the Director of</p>			
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	<p>Public Works prior to the issuance of a grading permit. A well destruction report shall be submitted to the Santa Clara Fire Department as proof of completion of any well closure.</p> <p>All site mitigation measures identified in the property-specific Phase I and II ESAs shall be completed under the oversight of an appropriate regulatory agency, such as the DEH, DTSC, or RWQCB. Any required cleanup/remediation of the site during development activities shall meet all applicable federal, state and local laws, regulations, and requirements. The project applicant shall provide the appropriate oversight agency’s written approval of the site mitigation measures to the City of Santa Clara prior to the issuance of a demolition and/or grading permit.</p>			
<b>Noise and Vibration</b>				
<p><b>Impact NOI-1:</b> Land uses in the project vicinity would be exposed to a substantial temporary increase in ambient noise levels due to project construction activities.</p>	<p><b>MM NOI-1.1:</b> Develop and adhere to a construction noise control plan to be submitted to the City for review and approval prior to issuance of a demolition and/or grading permit, including, but not limited to, the following available controls.</p> <ul style="list-style-type: none"> <li>• Ensure that construction activities (including the loading and unloading of materials and truck movements) within 300 feet of residentially zoned property are limited to the hours of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays. No construction is permitted on Sundays or holidays.</li> <li>• Ensure that excavating, grading and filling activities (including warming of equipment motors) within 300 feet of residentially zoned property are limited to the hours of 7:00 a.m. to 6:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays. No construction is permitted on Sundays or Holidays.</li> <li>• Contractors equip all internal combustion engine driven equipment with mufflers, which are in good condition and appropriate for the equipment.</li> <li>• Contractors utilize “quiet” models of air compressors and other stationary noise sources where technology exists.</li> </ul>	<p>Develop a construction noise control plan prior to issuance of demolition and/or grading permits to be implemented during all phases of construction.</p>	<p>Project applicant</p>	<p>Director of Community Development</p>

	<ul style="list-style-type: none"> <li>• Locate loading, staging areas, stationary noise-generating equipment, etc. as far as feasible from sensitive receptors when sensitive receptors adjoin or are near a construction project area. Construct temporary noise barriers to screen stationary noise-generating equipment when located near adjoining sensitive land uses.</li> <li>• Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project area.</li> <li>• Comply with Air Resource Board idling prohibitions of unnecessary idling of internal combustion engines.</li> <li>• Construct solid plywood fences around construction sites adjacent to operational business, residences or noise-sensitive land uses.</li> <li>• Route construction-related traffic along major roadways and as far as feasible from sensitive receptors.</li> <li>• Businesses, residences or noise-sensitive land uses adjacent to construction sites shall be notified of the construction schedule in writing. Designate a "construction liaison" that will be responsible for responding to any local complaints about construction noise. The liaison will determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and institute reasonable measures to correct the problem. Conspicuously post a telephone number for the liaison at the construction site.</li> <li>• Include a disclosure in the lease of future tenants within the El Camino Real Specific Plan properties that provides information regarding the on-going construction activities within the area.</li> </ul> <p><b>MM NOI-1.2:</b> If pile driving occurs, the following best management practices shall be included in the construction noise control plan.</p> <ul style="list-style-type: none"> <li>• During pile driving, pre-drill foundation pile holes to minimize the number of impacts required to seat the pile.</li> </ul>			
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	<ul style="list-style-type: none"> <li>During pile driving activities, install “acoustical blankets” to provide shielding for receptors located within 100 feet of the site, or use a noise attenuating shroud on the pile driving hammer.</li> </ul>			
<p><b>Impact NOI-1.3:</b> Mechanical equipment from future projects located in close proximity to existing residential land uses could result in noise levels in exceedance of City standards for fixed sources.</p>	<p><b>MM NOI-1.3:</b> Prior to the issuance of building permits, mechanical equipment shall be selected and designed to reduce impacts on surrounding uses to meet the City’s requirements. A qualified acoustical consultant shall be retained by the applicants for future development projects to review mechanical noise as the equipment systems are selected in order to determine whether the proposed noise reduction measures sufficiently reduce noise to comply with the City’s residential noise limits. Noise reduction measures that would accomplish this reduction include, but are not limited to, selection of equipment that emits low noise levels and/or installation of noise barriers such as enclosures and parapet walls to block the line of sight between the noise source and the nearest receptors.</p>	Prior to issuance of building permits	Project applicant and contractors	Director of Community Development
<p><b>Impact NOI-2:</b> Existing and planned land uses in the project vicinity could be exposed to an increase in ambient vibration levels beyond applicable Caltrans vibration limits due to project construction activities.</p>	<p><b>MM NOI-2.1:</b> Comply with the City Code construction hours requirements to limit the hours of exposure to surrounding properties. The City Code limits construction activities within 300 feet of residentially zoned property to the hours of 7:00 AM to 6:00 PM. on weekdays and between the hours of 9:00 AM. and 6:00 PM on Saturdays. No construction is permitted on Sundays or holidays within 300 feet of occupied residentially zoned property.</p> <p><b>MM NOI-2.2:</b> Avoid using vibratory rollers and tampers near sensitive areas, such as shared property lines with residential land uses. Whenever possible, use cast-in drilled holes piles for projects requiring deep foundations to reduce construction vibration.</p> <p><b>MM NOI-2.3:</b> When vibration-sensitive structures are within 18 feet of a project development site or within 86 feet of a project proposing pile-driving, survey the condition of existing</p>	<p>During all demolition and construction activities</p> <p>Prior to issuance of occupancy permits</p>	Project applicant and contractors	Director of Community Development

	<p>structures and, when necessary due to the structure type and resulting vibration due to the construction activities proposed, perform site-specific vibration studies to direct construction activities. Contractors shall continue to monitor effects of construction activities on surveyed sensitive structures, notify the Community Development Director of any damage caused by vibration, and repair or compensate for any such damage caused by vibration within a time period established by the Community Development Director upon receiving notice pursuant to this measure. The results of the vibration monitoring shall be summarized and submitted in a report to the Community Development Director prior to issuance of an occupancy permit.</p> <p><b>MM NOI-2.4:</b> Construction management plans for construction projects that have the potential to exceed the applicable PPV threshold (0.5 in/sec for post-1990 buildings, 0.3 in/sec for pre-1990 buildings, 0.08 in/sec for structurally weakened buildings), particularly those involving pile driving, shall include predefined vibration reduction measures, notification requirements for properties within 200 feet of scheduled construction activities, and contact information for on-site coordination and complaints. The construction management plan shall be submitted to the City for review and approval prior to issuance of a demolition or grading permit.</p> <p><b>MM NOI-2.5:</b> Include a disclosure in the lease of future tenants within the El Camino Real Specific Plan properties that provides information regarding the ongoing construction activities within the area.</p>	<p>Prior to issuance of demolition or grading permits</p>		
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In addition to mitigation measures listed above, there are also other conditions of approval the project shall implement, including the following:

**CONDITIONS OF APPROVAL  
EL CAMINO REAL SPECIFIC PLAN**

**Community Health Risk**

Future projects should include the following measures to reduce long-term exposure to TACs and PM<sub>2.5</sub>.

- Design project developments to limit exposure from sources of TACs and PM<sub>2.5</sub> emissions.
- Install air filtration devices at units that have predicted PM<sub>2.5</sub> concentrations above 0.3 µg/m<sup>3</sup>. Air filtration devices shall be rated MERV13 or higher. Alternately, at the approval of the City, equivalent control technology may be used if it is shown by a qualified air quality consultant or heating, ventilation, and air conditioning (HVAC) engineer that it would reduce risk below significance thresholds. As part of implementing this measure, an ongoing maintenance plan for the building's HVAC air filtration system shall be required.
- Ensure that any lease agreements and other property documents (1) require cleaning, maintenance, and monitoring of the affected units for air flow leaks; (2) include assurance that new owners and tenants are provided information on the ventilation system; and (3) include provisions that fees associated with owning or leasing a unit(s) in the building include funds for cleaning, maintenance, monitoring, and replacements of the filters, as needed.
- Require that, prior to building occupancy, an authorized air pollutant consultant or HVAC engineer verify the installation of all necessary measures to reduce cancer risk below 10 chances per million from any source and PM<sub>2.5</sub> concentrations below 0.3µg/m<sup>3</sup>.

**Historical Resources**

Future development under the Specific Plan could result in a significant impact to historic resources. The following Condition of Approval would reduce potential impacts to a less than significant level.

- For any future project development site within the El Camino Real Specific Plan, the project applicant shall prepare the appropriate California Department of Parks and Recreation 523 Forms (DPR Forms) for any building or structure that is 50 or more years old for the purpose of establishing eligibility as a California Historical Landmark or for the CRHR.

**Hazardous Materials Release**

As conditions of approval to redevelop a site within the Plan area, the project proponent would be required to implement the following mitigation measures to reduce impacts due to the presence of hazardous building materials to a less than significant level.

- If lead-based paint is encountered that is flaking, peeling, or blistering, it shall be removed prior to demolition. Removal of lead-based paint is not required if it is bonded to the building materials. In either case, applicable Occupational Safety and Health Administration (OSHA) regulations

**CONDITIONS OF APPROVAL  
EL CAMINO REAL SPECIFIC PLAN**

shall be followed, including requirements for worker training, air monitoring, and dust control, among others. Any debris or soil containing lead must be disposed appropriately.

- Prior to redevelopment under the Specific Plan, soil at the locations of former wood-framed structures shall be evaluated for the possible presence of lead and pesticides. Soil adjacent to structures that area painted with lead-based paint can become impacted with lead as a result of the weathering and/or peeling of painted surfaces. Soil near wood-framed structures can also be impacted by pesticides historically used to control termites. Residual pesticides and lead are often identified in soil near old residences, such as those currently and historically located on some of the Plan area parcels.
- Prior to building demolition or renovation, an asbestos survey shall be conducted in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines. NESHAP guidelines require the removal of potentially friable asbestos-containing building materials prior to building demolition or renovation that may disturb these materials.
- Prior to building demolition or renovation, an assessment to screen for PCBs in priority building materials shall be conducted in accordance with City of Cupertino protocols and RWQCB requirements. The City requires demolition permit applicants to complete a Screening Assessment Form and comply with applicable federal and state requirements for notification and abatement, as necessary, prior to the issuance of a demolition permit.
- Universal wastes, lubrication fluids, and refrigerants shall be removed before structural demolition begins. Materials that may result in possible risk to human health and the environment when improperly managed include lamps, thermostats, and light switches containing mercury; batteries from exit signs, emergency lights, and smoke alarms; lighting ballasts which contain PCBs; and lead pipes and roof vent flashings. Demolition waste such as fluorescent lamps, PCB ballasts, lead acid batteries, mercury thermostats, and lead flashings have special case-by-case requirements for generation, storage, transportation, and disposal. Prior to disposing of any demolition waste, the demolition contractor shall determine if the waste is hazardous and ensure proper disposal of waste materials.

**Seismic Hazards**

Consistent with the requirements of the City of Santa Clara and existing regulations, future development and improvements under the proposed Specific Plan shall be required as a condition of approval to submit a design-level geotechnical report to the City for review and approval prior to the issuance of building and grading permits. The applicants for specific development projects shall comply with the specific design measures (including measures to address seismicity and seismic hazards, liquefaction, and lateral spreading) of the respective geotechnical reports to ensure building integrity and reduce risk.

Source: City of Santa Clara. *Final Environmental Impact Report for the El Camino Real Specific Plan*. April 2021.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SANTA CLARA, CALIFORNIA ADOPTING THE EL CAMINO  
REAL SPECIFIC PLAN, A SPECIFIC PLAN PURSUANT TO  
GOVERNMENT CODE SECTION 65450, et seq.**

SCH # 2019059029  
El Camino Real Specific Plan

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City intends to adopt the El Camino Real Specific Plan, a Specific Plan for a transit-oriented pedestrian-friendly corridor of up to 6,200 residential units with supportive commercial uses, located on approximately 250 acres along the 3.2 mile El Camino Real corridor between the western City limits and Lafayette Street in the east, which is currently largely developed with auto oriented uses;

**WHEREAS**, the El Camino Real Specific Plan is intended to be a tree-lined, pedestrian- and transit-oriented corridor with a mix of residential and retail uses; and,

**WHEREAS**, the El Camino Real area will include a variety of forms of urban housing, including podium buildings, mid-rise residential mixed-use buildings, and medium density townhomes;

**WHEREAS**, a Specific Plan is a tool for providing regulatory direction for specific parts of a city, and can include policy guidance, regulatory requirements, and design guidelines;

**WHEREAS**, as a part of implementation of the Specific Plan, the City intends to adopt a General Plan Amendment (“GPA”) to align the General Plan land use diagram by changing the existing land use designations of the Project Site from Community Mixed Use and Regional Mixed Use to Regional Commercial Mixed Use (55-100 dwelling units per acre; 0.20 FAR of commercial required), Corridor Mixed Use (45-65 dwelling units per acre; commercial allowed but not required), Corridor Residential (16-45 dwelling units per acre; commercial allowed but not required), and Ground Floor Commercial Overlay which requires commercial uses at specific sites;

**WHEREAS**, the GPA includes an amendment to Appendix 8.13 (the Climate Action Plan) setting forth vehicle trip reduction targets for the new Land Use designations of Regional Commercial Mixed Use, Corridor Mixed Use, and Corridor Residential;

**WHEREAS**, as a part of implementation the Specific Plan, the City is also proposing to amend Title 18 (“Zoning”), of the City Code to create the new El Camino Real zoning districts;

**WHEREAS**, the proposed El Camino Real Specific Plan is consistent with the Goals and Policies of the El Camino Real Focus Area in the General Plan;

**WHEREAS**, Santa Clara City Charter Section 1007 and Government Code sections 65353 and 65453 require that the Planning Commission provide input to the City Council on proposed Specific Plans and General Plan Amendments;

**WHEREAS**, on May 10, 2021, the Planning Commission conducted a duly noticed public hearing to consider the Project, at the conclusion of which the Commission recommended that the City Council approve the proposed Specific Plan;

**WHEREAS**, notice of the public hearing on the proposed Specific Plan was published in the Santa Clara Weekly, a newspaper of general circulation for the City, on June 2, 2021;

**WHEREAS**, notices of the public hearing on the Specific Plan and General Plan Amendment were mailed to all property owners within 300 feet of the Project Site, according to the most recent assessor’s roll, on June 4, 2021;

**WHEREAS**, notice of the hearing was mailed to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, including the Santa Clara Unified School District, on June 4, 2021;

**WHEREAS**, before considering adoption of the Specific Plan for the area, the City Council reviewed and considered the potential environmental impacts of the Project, including the implementing General Plan Amendment, Zoning Code Amendment, and identified mitigation measures, and adopted and certified the Environmental Impact Report (“EIR”) for the Project

(SCH #2019059029), as well as a set of CEQA Findings, in accordance with the requirements of CEQA; and

**WHEREAS**, on June 15, 2021, the City Council reviewed the Specific Plan and conducted a public hearing, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed Specific Plan.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. Specific Plan Findings. That the City Council finds and determines that the Specific Plan is in the interest of the public good for the following reasons:

A. The proposed Specific Plan is deemed to be in the public interest, in that:

The Specific Plan is located in an urbanized area served by existing municipal services and implements smart growth principles by redeveloping underutilized properties with high intensity mixed-use, pedestrian- and transit-oriented development that will contribute to the City both socially and economically.

B. The proposed Specific Plan is consistent and compatible with the General Plan and any implementation programs that may be affected, in that:

The Plan furthers and is consistent with the goals, policies and major strategies of the General Plan that enhance the City's quality of life, preserve and cultivate neighborhoods, promote sustainability, enhance City identity, support Focus Areas and community vitality, maintain the City's fiscal health and quality of services, and maximize health and safety benefits with the creation of new land use designations that allow for the development of a high-density mixed-use transit-oriented environment.

C. The proposed Plan has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA), in that:

A Draft Environmental Impact Report (“DEIR”) was prepared in accordance with CEQA and the City circulated copies of the DEIR and Notice of Availability to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies, and the City sought the comments of such persons, organizations and agencies. The City prepared and circulated written responses to the comments received during the Comment Period and included those responses in a Final Environmental Impact Report (“FEIR”), in accordance with CEQA. Additional comments were received from agencies, organizations and individuals following the distribution of the FEIR and the City prepared responses to the comments received for incorporation into an Appendix to the FEIR and made available for review.

D. The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare, in that:

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for implementation with Project development to reduce potentially significant impacts identified in the DEIR and FEIR, that combined constitute the EIR for the Project, to less than significant; and the City Council adopted all of these documents.

3. That based on the findings set forth in this Resolution, the EIR Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearing on this matter, the City Council hereby adopts the Specific Plan.

4. Effective date. This resolution shall become effective immediately upon adoption.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT

A SPECIAL MEETING THEREOF HELD ON THE 15<sup>th</sup> DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
Nora Pimentel, MMC  
ASISTANT CITY CLERK  
CITY OF SANTA CLARA

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING A GENERAL PLAN AMENDMENT TO (1) CHANGE THE LAND USE DESIGNATION FROM COMMUNITY MIXED USE AND REGIONAL MIXED USE TO REGIONAL COMMERCIAL MIXED USE, CORRIDOR MIXED USE, AND CORRIDOR RESIDENTIAL FOR THE AREA ON BOTH SIDES OF EL CAMINO REAL BETWEEN THE WESTERN CITY LIMITS AND LAFAYETTE STREET TO THE EAST; (2) ADD THE LAND USE DESIGNATIONS TO CHAPTER 5 OF THE GENERAL PLAN; AND (3) UPDATE APPENDIX 8.13 (CLIMATE ACTION PLAN) WITH TRIP REDUCTION TARGETS FOR THE LAND USE DESIGNATIONS**

SCH # 2019059029

El Camino Real Specific Plan General Plan Amendment

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City intends to adopt the El Camino Real Specific Plan, a Specific Plan for a transit-oriented, pedestrian-friendly corridor of up to 6,200 residential units with supportive commercial uses, located on approximately 250 acres along the 3.2 mile El Camino Real corridor between the western City limits and Lafayette Street in the east, which is currently largely developed with auto oriented uses;

**WHEREAS**, the El Camino Real Specific Plan is intended to be a tree-lined, pedestrian- and transit-oriented corridor with a mix of residential and retail uses; and

**WHEREAS**, the El Camino Real area will include a variety of forms of urban housing, including podium buildings, mid-rise residential mixed-use buildings, and medium density townhomes;

**WHEREAS**, the proposed El Camino Real Specific Plan is consistent with the El Camino Real Focus Area Goals And Policies in the General Plan;

**WHEREAS**, as a part of implementing the Specific Plan, the City intends to adopt a General Plan Amendment (“GPA”) to align the General Plan land use diagram by changing the existing land use designations of the Project Site from Community Mixed Use and Regional Mixed Use to Regional Commercial Mixed Use (55-100 dwelling units per acre; 0.20 FAR of commercial required), Corridor Mixed Use (45-65 dwelling units per acre; commercial allowed but not

required), Corridor Residential (16-45 dwelling units per acre; commercial allowed but not required), and Ground Floor Commercial Overlay which requires commercial uses at specific sites;

**WHEREAS**, the GPA includes an amendment to Appendix 8.13 (the Climate Action Plan) setting forth vehicle trip reduction targets for the new Land Use designations of Regional Commercial Mixed Use, Corridor Mixed Use, and Corridor Residential;

**WHEREAS**, the City is also proposing to amend Title 18, the Zoning Code, to create the new El Camino Real zoning districts;

**WHEREAS**, Santa Clara City Charter Section 1007 and Government Code Section 65353 require that the Planning Commission provide input to the City Council on any proposed General Plan Amendment;

**WHEREAS**, on May 10, 2021 the Planning Commission conducted a duly noticed public hearing and recommended that the Council approve the proposed General Plan Amendment;

**WHEREAS**, Government Code Section 65355 requires the City Council to hold a public hearing prior to adopting an amendment of the General Plan;

**WHEREAS**, notice of the public hearing on the proposed General Plan Amendment was published in the Santa Clara Weekly, a newspaper of general circulation for the City, on June 2, 2021;

**WHEREAS**, notices of the public hearing on the General Plan Amendment were mailed to all property owners within 300 feet of the Project Site, according to the most recent assessor's roll, on June 4, 2021;

**WHEREAS**, notice of the hearing was mailed to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, including the Santa Clara Unified School District, on June 4, 2021;

**WHEREAS**, before considering the General Plan Amendment for the Project Site, the City Council reviewed and considered the potential environmental impacts of the Project, identified

mitigation measures, and adopted and certified the Environmental Impact Report (“EIR”) for the Project (SCH # 2016122027), as well as a set of CEQA Findings and a Mitigation Monitoring and Reporting Program, in accordance with the requirements of CEQA; and

**WHEREAS**, on June 15, 2021, the City Council conducted a duly noticed public hearing to consider the proposed General Plan Amendment, at which time all interested persons were given an opportunity to give testimony and provide evidence in support of and in opposition to the proposed General Plan Amendment.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.

2. General Plan Amendment Findings. That the City Council finds and determines that the General Plan Amendment is in the interest of the public good for the following reasons:

A. The proposed amendment is deemed to be in the public interest, in that:

The Project is located in an urbanized area served by existing municipal services and implements smart growth principles by redeveloping underutilized properties with higher intensity mixed-use, pedestrian- and transit-oriented development that will contribute to the City both socially and economically.

B. The proposed General Plan Amendment is consistent and compatible with the rest of the General Plan and any implementation programs that may be affected, in that:

The Project furthers and is consistent with the goals, policies and major strategies of the General Plan that enhance the City’s quality of life, preserve and cultivate neighborhoods, promote sustainability, enhance City identity, support Focus Areas and community vitality, maintain the City’s fiscal health and quality of services, and maximize health and safety benefits with the creation of the following new land use designations: Regional Commercial Mixed Use (55-100 dwelling units per acre; 0.20 FAR of commercial required), Corridor Mixed Use (45-65

dwelling units per acre; commercial allowed but not required), Corridor Residential (16-45 dwelling units per acre; commercial allowed but not required), and Ground Floor Commercial Overlay which requires commercial uses at specific sites.

C. The proposed amendment has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA), in that:

A Draft Environmental Impact Report (“DEIR”) was prepared in accordance with CEQA and the City circulated copies of the DEIR and Notice of Availability to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons, organizations and agencies, and the City sought the comments of such persons, organizations and agencies. The City prepared and circulated written responses to the comments received during the Comment Period and included those responses in a Final Environmental Impact Report (“FEIR”), in accordance with CEQA. Additional comments were received from agencies, organizations and individuals following the distribution of the FEIR and the City prepared responses to the comments received for incorporation into an Appendix to the FEIR and made available for review.

D. The potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare, in that:

A Mitigation Monitoring and Reporting Program (MMRP) has been prepared for implementation with Project development to reduce potentially significant impacts identified in the DEIR, FEIR and Appendix to the FEIR, that combined constitute the EIR for the Project, to less than significant and a set of CEQA Findings has been prepared in accordance with CEQA; the Planning Commission recommended that the City Council adopt all of these documents; and the City Council adopted and certified the FEIR and adopted the CEQA Findings and MMRP.

3. That the City Council hereby amends the General Plan by adding the following text to Subsection 5.2.2 (“Land Use Classifications and Diagram”) of Section 5.2 (“Land Use Diagram”)

of Chapter 5 (“Goals and Policies”), to be inserted in the mixed use land use designations section, after the existing definition of “Santa Clara Station Area” :

“Regional Commercial Mixed Use (55-100 dwelling units per acre; 0.20 FAR of commercial required)

This classification is intended for high-intensity commercial or mixed-use residential and commercial development with open space that can serve as a center for community gathering and activity. A large variety of commercial uses are allowed including retail, restaurant, entertainment, offices, hotel, and service uses to meet local and regional needs. Auto-oriented uses and live/work uses are not appropriate in this designation. Residential uses are allowed in a vertical or horizontal mixed-use form. Development under this designation should have an urban feel and typically be composed of mid-rise buildings featuring pedestrian-oriented frontages and facades and structured or below-grade parking. All new development under this designation with a frontage along El Camino Real must include ground floor commercial uses along El Camino Real.”

“Corridor Mixed Use (45-65 dwelling units per acre; commercial allowed but not required)

This classification is intended to encourage a mix of commercial uses and medium-to-high density residential at smaller cross-streets along El Camino Real. This designation allows for standalone commercial or residential uses, and mixed-use development in a horizontal or vertical format. However, there are key locations along the El Camino Real corridor where ground floor commercial uses are required. Commercial uses under this designation are intended for local and neighborhood serving retail,

office, and service uses. Auto-oriented uses are not appropriate in these areas.”

“Corridor Residential (16-45 dwelling units per acre; commercial allowed but not required)

This classification is intended for low- to mid-rise residential building types such as garden apartments, townhouses, and rowhouses with garages or below-grade parking. These areas provide a moderate-intensity residential character and a transition to adjacent single-family residential neighborhoods. This designation is generally applied to smaller parcels along the corridor that are constrained by shallow lot depths and parcel aggregation challenges.”

“Ground Floor Commercial Overlay

This classification illustrates where ground floor commercial is required in selected parcels with the Corridor Mixed Use (CMU) land use designation; this classification also applies to all parcels designated Regional Commercial Mixed Use (RCMU). These concentrations of commercial uses will support pedestrian activity and create opportunities for vibrant public spaces. The Ground Floor Commercial Overlay does not cover any Corridor Residential areas, where ground floor commercial is encouraged but not required.

4. That the City Council, pursuant to Government Code § 65358, hereby amends the General Plan by changing the General Plan Land Use Designation for the Project Site by modifying Figures 5.2-2 and 5.2-3 of the General Plan to the land use designations described in the land use plan, Figure 3-1, of the El Camino Real Specific Plan, which is attached hereto and incorporated herein by this reference.

5. That the City Council hereby amends Appendix 8.13 of the General Plan by modifying the Climate Action Plan to include new trip reduction standards for the Regional Commercial Mixed Use, Corridor Mixed Use, and Corridor Residential General Plan Designations, to read as follows:

General Plan Land Use Designation

	Medium-Density Residential	High-Density Residential	Very High Density Residential	Santa Clara Station Very High Density Residential	Regional Commercial	Neighborhood Mixed Use	Community Mixed Use	Regional Mixed Use	Low Intensity Office/R&D	High Intensity Office/R&D	Urban Center/Entertainment <sup>8</sup>	Transit Neighborhood	Regional Commercial Mixed-Use	Corridor Mixed-Use	Corridor Residential
<b>Average trip Generation rate<sup>1,2</sup></b>	6	7	7	8	8	8	8	8	11	7	Office: 11 Residential: 7	7	7	7	7
<b>Transportation Districts</b>	<b>Minimum % VMT reduction per project <sup>3,4,5</sup> (Minimum % VMT reduction per project from TDM) <sup>6,7</sup></b>														
<b>1 – North of Caltrain</b>	15% (5%)	20% (10%)	20% (10%)						25% (10%)	20% (10%)	Office: 10% (4%) Residential 20% (2%)	20% (10%)			
<b>2 – Downtown</b>				Pre-BART: <sup>9</sup> 20% (10%) BART: 30% (20%)			20% (10%)								
<b>3 – El Camino Real Corridor</b>		15% (5%)					20% (10%)	20% (10%)					20% (10%)	20% (10%)	20% (10%)
<b>4 – Stevens Creek Boulevard</b>					5% (n/a)		15% (5%)								

Notes:

1. Average trip generation rates represent the number of daily trips per housing unit (for residential projects) or per 1,000 square feet (for nonresidential projects).
2. For commercial and mixed-use designations, average trip generation rates describe employee and resident trips rather than retail visitor trips.
3. Highlighted cells indicate that the General Plan land use designation is present in the transportation district.
4. The VMT reductions for each land use in each district exceed the total cumulative VMT reductions anticipated for each district in Appendix B, as projects consisting of less than or equal to 25 dwelling units or 10,000 nonresidential square feet would typically be considered exempt.
5. All projects subject to minimum vehicle miles traveled reduction requirements are subject to annual reporting requirements.
6. Staff retains discretion to require a TDM program as a condition of approval for discretionary projects not located in one of the four identified districts.
7. TDM reductions are expressed as minimum requirements. However, staff retains discretion to require greater levels of TDM as a condition of approval for discretionary projects.
8. For the Urban Center / Entertainment District, the VMT reduction requirements apply to the office and residential uses within that district, and the reduction requirements are specific to those two categories of uses.
9. Per Council Resolution 19-8734, the VMT reduction (and VMT reduction per project from TDM) for the Santa Clara Station Very High Density Residential designation shall be 20% (10%) prior to the Santa Clara BART station becoming operational, and 30% (20%) subsequent to the Santa Clara BART station becoming operational

6. That based on the findings set forth in this Resolution, the EIR Resolution and the evidence in the City Staff Report and such other evidence as received at the public hearing on this matter, the City Council hereby approves the General Plan Amendment.

7. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A SPECIAL MEETING THEREOF HELD ON THE 15TH DAY OF JUNE, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

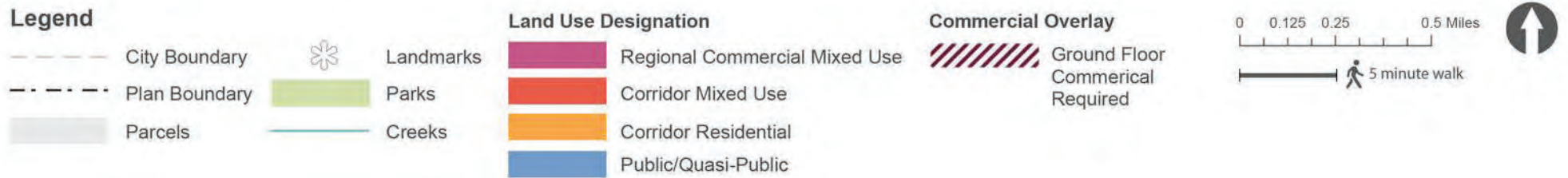
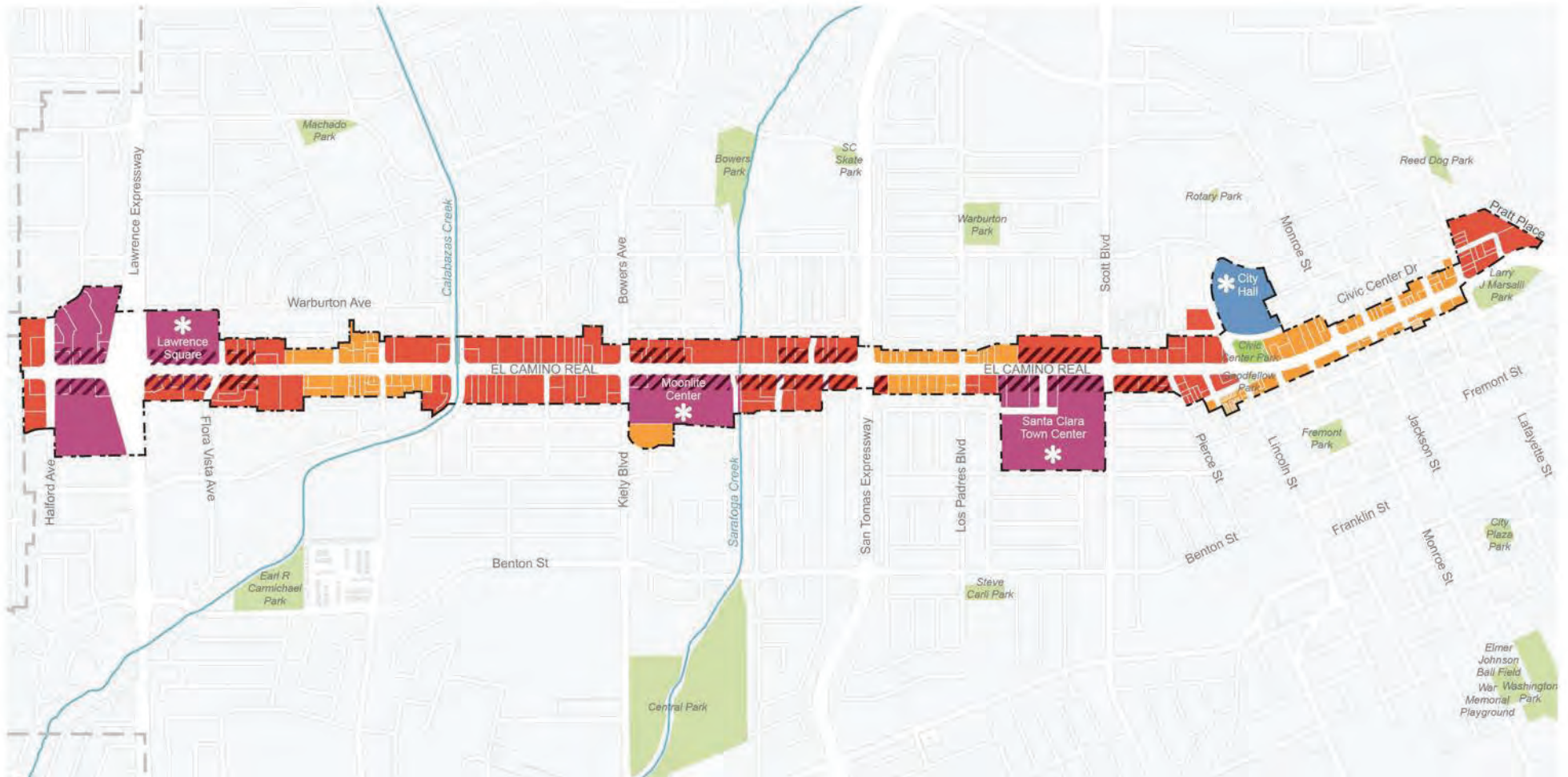
ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: \_\_\_\_\_  
Nora Pimentel, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:  
1. Land Use Plan

Figure 3-1. Land Use Plan



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING TITLE 18 OF “THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA” TO ADD A NEW CHAPTER 18.27, REGULATIONS FOR THE EL CAMINO REAL CORRIDOR PLANNING AREA; REVISING CHAPTER 17.15, PROPERTY DEVELOPMENTS, TO CLARIFY THAT THE NEW EL CAMINO PROPERTY STANDARDS WILL SUPERSEDE THAT CHAPTER; AND ADDING A NEW SECTION 17.40.116 TO CHAPTER 17.40, CITYWIDE AFFORDABLE HOUSING REQUIREMENTS, TO SPECIFY AFFORDABILITY LEVELS APPLICABLE TO THE EL CAMINO REAL ZONING DISTRICTS**

**BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**SECTION 1:** That a new Chapter 18.27, “Regulations for the El Camino Real Corridor”, is hereby added to Title 18 (entitled “Zoning”), of “The Code of the City of Santa Clara, California” (“SCCC”) as follows:

**“Chapter 18.27**

**Regulations for the El Camino Real Corridor**

**Table of Contents**

**Article I. Regulations for the El Camino Real Corridor**

- 18.27.010 Application
- 18.27.020 Intent
- 18.27.030 Purpose
- 18.27.040 Permitted and Conditional Uses
- 18.27.050 Land Use Table

**Article II. Development Standards for the El Camino Real Corridor**

- 18.27.100 Existing Buildings and Uses.
- 18.27.110 Regional Commercial Mixed Use District (RCMU) Development Standards Table.
- 18.27.120 Corridor Mixed Use District (CMU) Development Standards Table.
- 18.27.130 Corridor Residential District (CR) Development Standards Table.

18.27.140 Additional Development Standards

**Article III. Minor Use Permits**

- 18.27.200 Purpose
- 18.27.210 Intent
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**Article I. Regulations for the El Camino Real Corridor**

**18.27.010 Application.**

The regulations set forth in this chapter apply to all parcels in the El Camino Real Specific Plan area.

**18.27.020 Intent.**

The El Camino Real Corridor zoning districts are designed to implement the Regional Commercial Mixed Use, Corridor Mixed Use, and Corridor Residential General Plan designations, creating a range of residential densities that are transit-oriented with supportive commercial services. The El Camino Real corridor zoning districts include the Regional Commercial Mixed Use District (RCMU), Corridor Mixed Use District (CMU), and the Corridor Residential District (CR) and are expected to be implemented over time, and the district contains provisions for the continuation of existing auto-oriented uses.

**18.27.030 Purpose**

The purpose of the El Camino Real Corridor individual districts and the way they are applied are as follows:

- (a) Regional Commercial Mixed Use (RCMU).** The purpose of the RCMU - Regional Commercial Mixed Use Zone is to provide land areas for the construction, use, and

occupancy for pedestrian- oriented developments that focus on regional-serving commercial uses (e.g., big box stores, entertainment establishments, restaurants, retail establishments). It is the intent of this zone to be located on high-traffic corridors and to provide a mix of residential and commercial uses, with residential on the upper floors and commercial and office on the lower floors. This zone has a minimum Floor Area Ratio (FAR) of 0.2. The allowable residential density range is 55-100 dwelling units per acre.

**(b) Corridor Mixed Use (CMU).** The purpose of the CMU - Corridor Mixed Use Zone is to provide land areas for the construction, use, and occupancy for pedestrian-oriented developments that focus on community-serving commercial uses (e.g., grocery stores, banks, pharmacies, restaurants, retail establishments). It is the intent of this zone to provide a mix of residential and commercial uses, with residential on the upper floors and commercial and office on the lower floors, as well as, stand-alone uses in certain circumstances. This zone does not have a minimum Floor Area Ratio (FAR). The allowable residential density range is 45-65 dwelling units per acre.

**(c) Corridor Residential (CR).** The purpose of the CR - Corridor Residential Zone is to provide land areas for the construction, use, and occupancy for a variety of multi-family residential housing types that focus on the transition between higher-intensity mixed use and single-family residential. This zone also allows commercial uses. It is the intent of this zone to be located small parcels on high-traffic corridors and to provide a mix of residential and commercial uses, with residential on the upper floors and commercial and office on the lower floors. This zone does not

have a minimum Floor Area Ratio (FAR). The allowable residential density range is 16-45 dwelling units per acre.

**18.27.040 Permitted and conditional uses.**

The land uses in the following table, are as defined in the Zoning Ordinance. The requirements under “Required Ground Floor Commercial Areas” apply to required ground floor commercial spaces in locations identified in the Ground Floor Commercial Overlay as described in the El Camino Real Specific Plan. If a land use is not listed in the Land Use Table, the use is not allowed, otherwise, uses will be denoted as either; P - Allowed by Right; MUP - Minor Use Permit; CUP - Conditional Use Permit; or Blank - Not allowed

**18.27.050 Land Use Table.**

Allowed Uses and Permit Requirements	Designations			
Land Use (see Zoning Ordinance for land use definitions)	CR	CMU	RCMU	Additional Regulations and Exceptions
<b>Residential Uses</b>				
Caretaker Housing	-	-	-	
Dwelling, Multifamily	P	P	P	
Employee Housing	-	-	-	
Home Occupations	P	P	P	
Live-Work Facilities	p <sup>2</sup>	p <sup>1,2</sup>	p <sup>1,2</sup>	<sup>1</sup> Permitted except along the El Camino Real street frontage in the RCMU designation or the Ground Floor Commercial Overlay. <sup>2</sup> Live/work facilities shall not count towards commercial FAR requirements but shall count toward residential density.
Land Use (see Zoning Ordinance for land use definitions)	CR	CMU	RCMU	Additional Regulations and Exceptions
<b>Human Services Uses</b>				
Child Day Care Facilities	P	P	P	

Community Care Facilities, Small	P	P	-	
Community Care Facilities, Large	CUP	CUP	-	
Day Care Homes	P	P	P	
Supportive Housing	P	P	P	
Low Barrier Navigation Centers	P	P	P	
Recreation, Education, and Public Assembly Uses				
Community Gardens	MUP	MUP	MUP	
Commercial Recreation Facilities, Indoor	P	P	P	
Fitness Facilities	P	P	P	
Libraries	P	P	-	
Museums	P	P	P	
Parks and Public Plazas	P	P	P	
Places of Assembly	-	CUP	CUP	
Public Schools	P	P	P	
Private Schools	CUP	CUP	CUP	
Public/Private Colleges and Universities	P	P	P	
Theaters and Auditoriums	P	P	P	
Vocational/Trade Schools	P	P	P	
Land Use (see Zoning Ordinance for land use definitions)	CR	CMU	RCMU	Additional Regulations and Exceptions
Utility, Transportation, and Communication Uses				
Park and Ride Facilities	P	P	P	
Parking Structures	MUP	MUP	MUP	
Public Safety Facilities	P	P	P	
Wireless Telecommunications Facilities, Microcell	P	P	P	
Wireless Telecommunication Facilities, Minor (less than 70 feet)	MUP	MUP	MUP	

Wireless Telecommunication Facilities, Major (70 feet or higher)	-	CUP	CUP	
Transit Stations and Terminals	P	P	P	
Utility Facilities and Infrastructure	CUP <sup>2</sup>	CUP <sup>2</sup>	CUP <sup>2</sup>	<sup>2</sup> CUP required for private utility facilities and infrastructure. Public utilities and infrastructure are permitted uses.
Retail, Service, and Office Uses				
Alcoholic Beverage Sales and Service	P	P	P	Retail sale of beer, wine, and/or other alcoholic beverages for off-premises consumption at a retail establishment which has 50 percent or more of the shelving or gross floor area devoted to the public display
Ambulance Services	CUP	CUP	-	
Animal Sales and Grooming Facilities	P	P	P	
Banks and Financial Establishments, General	P	P	P	
Banks and Financial Establishments, Stand-alone ATM	P	P	P	
Bars	CUP	CUP	CUP	
Business Support Centers	P	P	MUP	
Drive-in/Drive-through Establishments	-	-	-	
Hotels and Motels	-	P	P	
Land Use	CR	CMU	RCMU	Additional Regulations and Exceptions
Retail, Service, and Office Uses (continued)				
Kennels	MUP	MUP	-	
Live Entertainment	CUP	P	P	wholly incidental to an otherwise permitted commercial use
Maintenance and Repair Services	P	P	P	
Nightclubs	-	-	CUP	

Offices	P	P	P	
Outdoor Dining and Seating	MUP	MUP	MUP	
Outdoor Displays and Sales	CUP	CUP	CUP	
Personal Services	P	P	P	
Personal Services, Restricted	MUP	MUP	MUP	
Restaurants	P	P	P	
Retail Establishments:				
General, Small Format	P	P	P	
General, Medium Format	P	MUP	P	
General, Large Format	-	-	CUP	
Veterinary Facilities	P	P	P	
Vehicle Oriented Uses				
Vehicle Rental Facilities, Limited	-	-	-	
Vehicle Rental Facilities, Office Only	-	-	-	
Vehicle Repair Facilities, Minor	-	-	-	
Vehicle Service Stations	-	CUP	CUP	
Industrial, Manufacturing, and Processing Uses				
Printing and Publishing Facilities	P	P	P	
Wineries, Distilleries, Breweries, and Micro-Breweries	MUP	MUP	MUP	
Personal Storage Facilities	-	-	-	
Data Centers	-	-	-	

**Article II. Development Standards for the El Camino Real Corridor**

**18.27.100 Existing Buildings and Uses.**

(a) Notwithstanding any other provision in this Chapter, the lawful use of buildings existing prior to the adoption of this Chapter may continue and none of the other

sections of this Chapter 18.27 shall apply, as though the prior zoning of the parcel remained in place, until such time as the existing use (including any expansions) has been discontinued in its entirety, at which time the prior zoning shall become inapplicable and the other sections of this chapter shall apply from that point forward.

(b) Allowed Uses. For parcels with legal uses of buildings existing prior to the adoption of this Chapter, permitted uses of the prior zoning district are allowed, and none of the other sections of this chapter shall apply to such building and use, until such time as the existing use (including any expansions) has been discontinued in its entirety.

(c) Conditional Uses. For parcels with legal uses of buildings existing prior to the adoption of this chapter, conditional uses of the prior zoning district are conditionally permitted, and none of the other sections of this chapter shall apply, until such time as the existing use (including any expansions) has been discontinued in its entirety.

(d) Development Standards. For parcels with legal uses of buildings existing prior to the adoption of this chapter, development standards of the prior zoning district shall apply, and none of the other sections of this chapter shall apply, until such time as the existing use (including any expansions) has been discontinued in its entirety..

**18.27.110 Regional Commercial Mixed Use District (RCMU) Development**

**Standards Table.**

Standards	Regional Commercial Mixed Use
Height, Density, & Intensity <sup>1</sup>	
Maximum Stories/Height to Top of Wall	70 ft (6 stories) <sup>2,3,4,5</sup>
Minimum Commercial Floor Area Ratio	0.2
Maximum Dwelling Units per Acre	100 du/acre <sup>5</sup>
Minimum Dwelling Units per Acre	55 du/acre

Minimum Commercial Ground Floor Area	50% of the ground floor along ECR parcel frontage	
<b>Transitions Adjacent to Single-Family/Duplex Zoning Districts</b>		
Maximum Height adjacent to Single-Family and Duplex residential zoning districts	1:1 slope ratio of setback to height starting from property line at grade .	
Maximum Height across the street from Single-Family and Duplex residential zoning districts <sup>6</sup>	At the setback line, the height of the roof plate <sup>7</sup> may be no taller than one story above the maximum height allowed in the opposing residential zone. Behind the setback line, building heights may step up away from the street following a 1:1 slope ratio of step back to building height measured from the roof plate .	
<ol style="list-style-type: none"> <li>1. Density shall be calculated as net density, which excludes public streets and dedicated public parkland (per Chapter 17.35 of the Santa Clara City Code). The lot area that contains publicly-accessible private open space, private streets and pathways, and required easements will be counted toward lot area for the purposes of calculating residential density and commercial floor area ratio.</li> <li>2. See Specific Plan Figure 4-1, Allowed Heights.</li> <li>3. Projects must comply with both stories and overall height maximums. Height exceptions up to 10 feet above the maximum may be allowed to accommodate architectural features, rooftop stair access and elevator shafts, mechanical equipment, or other rooftop amenities, as approved by City staff.</li> <li>4. FAA airspace safety clearance may be required on a project-specific basis pursuant to Federal Aviation Regulations/Part 77.</li> <li>5. Projects may be eligible for additional height, density, or FAR in exchange for providing community benefits above and beyond what is required by the Plan, as outlined in Specific Plan section 6.2, Community Benefits Program.</li> <li>6. Applies to portions of a development directly opposite a residentially zoned property where the street is less than 65 feet wide.</li> <li>7. A roof plate is defined as the top horizontal framing member of a wall where the roof structure is attached.</li> </ol>		
<b>Standards</b>	<b>Regional Commercial Mixed Use</b>	
<b>Setbacks and Frontage</b>	<b>Ground Floor Commercial</b>	<b>Other Ground Floor Uses</b>
ECR Minimum Front Setback, from back of walk <sup>2</sup>	0 or 5 ft <sup>3</sup>	10 ft <sup>3</sup>
ECR Maximum Front Setback, from back of walk <sup>1,2</sup>	10 ft	15 ft
Minimum Street Setback, other than ECR	10 ft	15 ft
Maximum Street Setback, other than ECR	15 ft	20 ft
Minimum Side & Rear Setback (from adjacent parcel or alley)	5ft	10 ft
Minimum Setback adjacent to single family and duplex residentially-zoned parcel	25 ft	25 ft

Minimum Transparency	50%	NA	
Pedestrian Entries	At least 1 pedestrian entry is required on each primary block frontage, unless a greater number is required by the Building Code or Fire Code.		
Private Open Space <sup>5</sup>	Non-Residential	Hotel	Residential/Residential Portion of Mixed-Use Project
Minimum Required Personal Open Space	NA	NA	60 sf per unit <sup>6</sup>
Minimum Required Common Usable Open Space	NA	20 sf per room	80 sf per unit <sup>7</sup>
Minimum Required Publicly-Accessible Open Space	10% of lot area <sup>8</sup>		
<b>Standards</b>	<b>Regional Commercial Mixed Use</b>		
<b>Parking<sup>9</sup></b>			
Maximum Surface Parking Length along ECR parcel frontage	30%		
Minimum Setback for Surface Parking	10 ft		

1. At least 75% of the building facade shall be located within the minimum and maximum setback lines; up to 25% of the building façade may be located behind the maximum setback to allow for massing breaks, forecourts, plazas, etc. Publicly-accessible plazas/open spaces may be subtracted from the overall facade length to calculate the minimum percentage of building facade to be located within the setback range.
2. The intent is to achieve a total sidewalk width of 20 feet along El Camino Real, with a minimum sidewalk width of 15.5 feet. Setbacks are measured from the new back of walk. As sites are redeveloped over time, the City will work with property owners to negotiate the appropriate dedication and/or public easement to meet new sidewalk requirements on a case-by-case basis.
3. The minimum front/street side setback for live/work units shall be 10 feet from the back of walk.
4. The minimum setback is 0 feet in instances where the sidewalk width is 20 feet. In areas where that cannot be achieved and the sidewalk is less than 20 feet wide, the minimum setback is 5 feet from the back of walk.
5. Open space requirements are separate from parkland dedication requirements established by SCCC Chapter 17.35. However, depending on the size, location, and amenities provided, it is possible that the open space would qualify for private open space credit under Chapter 17.35. In the RCMU designation, onsite public parks provided per the City’s parkland dedication requirements may count towards fulfilling the 10% publicly-accessible open space standard, subject to approval by the Director of Parks and Recreation (per Section 17.35.080).
6. All of the required personal open space may be provided as common private outdoor areas (i.e. 140 sf per unit could be provided as common open space).

7. Includes roof decks and other shared common open areas. Setback areas are not considered usable open space unless they are at least 20 feet wide from the building to the property line. Up to 40 sf per unit can be provided in an indoor communal space so long as it opens directly on to a common outdoor space.
8. Must be ground floor publicly-accessible open space. New publicly-accessible open space should have a minimum 30-foot dimension in at least one direction and a minimum total area of 3000 sf.
9. Refer to the Zoning Code for additional off street parking and loading requirements.

**18.27.120 Corridor Mixed Use District (CMU) Development Standards Table.**

Standards	Corridor Mixed Use
Height, Density, & Intensity <sup>1</sup>	
Maximum Stories/Height to Top of Wall	60 ft (5 stories) <sup>2,3,4</sup>
Minimum Floor Area Ratio	None
Minimum Dwelling Units per Acre	45 du/acre
Maximum Dwelling Units per Acre	65 du/acre <sup>4</sup>
Minimum Commercial Ground Floor Area	Specific Plan Figure 4-10 shows locations where commercial is required for 50% of the ground floor building frontage along El Camino Real. All other areas - commercial allowed, not required.
Transitions Adjacent to Single-Family/Duplex Zoning Districts	
Maximum Height adjacent to Single-Family and Duplex residential zoning districts	1:1 slope ratio of setback to height starting from property line at grade .
Maximum Height across the street from Single-Family and Duplex residential zoning districts <sup>5</sup>	At the setback line, the height of the roof plate <sup>6</sup> may be no taller than one story above the maximum height allowed in the opposing residential zone. Behind the setback line, building heights may step up away from the street following a 1:1 slope ratio of step back to building height measured from the roof plate.

1. Density shall be calculated as net density, which excludes public streets and dedicated public parkland (per Chapter 17.35 of the Santa Clara City Code). The lot area that contains publicly-accessible private open space, private streets and pathways, and required easements will be counted toward lot area for the purposes of calculating residential density and commercial floor area ratio.
2. See Specific Plan Figure 4-1, Allowed Heights.
3. Projects must comply with both stories and overall height maximums. Height exceptions up to 10 feet above the maximum may be allowed to accommodate architectural features, rooftop stair access and elevator shafts, mechanical equipment, or other rooftop amenities, as approved by City staff.

4. Projects may be eligible for additional height, density, or FAR in exchange for providing community benefits above and beyond what is required by the Plan, as outlined in Specific Plan section 6.2, Community Benefits Program.
5. Applies to portions of a development directly opposite a residentially zoned property where the street is less than 65 feet wide.
6. A roof plate is defined as the top horizontal framing member of a wall where the roof structure is attached.

Standards	Corridor Mixed Use		
Setbacks and Frontage	Ground Floor Commercial	Other Ground Floor Uses	
ECR Minimum Front Setback, from back of walk <sup>2</sup>	0 or 5 ft <sup>3</sup>	10 ft <sup>3</sup>	
ECR Maximum Front Setback, from back of walk <sup>1,2</sup>	10 ft	15 ft	
Minimum Street Setback, other than ECR	10 ft	15 ft	
Maximum Street Setback, other than ECR	15 ft	20 ft	
Minimum Side & Rear Setback (from adjacent parcel or alley)	5 ft <sup>8</sup>	10 ft <sup>8</sup>	
Minimum Setback adjacent to single family and duplex residentially-zoned parcel	25 ft	25 ft	
Minimum Transparency	50%	NA	
Pedestrian Entries	At least 1 pedestrian entry is required on each primary block frontage, unless a greater number is required by the Building Code or Fire Code.		
Private Open Space <sup>5</sup>	Non-Residential	Hotel	Residential / Residential Portion of Mixed-Use Project
Minimum Required Personal Open Space	NA	NA	80 sf per unit <sup>6</sup>
Minimum Required Common Usable Open Space	NA	20 sf per room	100 sf per unit <sup>7</sup>
Minimum Required Publicly-Accessible Open Space	NA	NA	
Standards Corridor Mixed Use			

Parking <sup>9</sup>	
Maximum Surface Parking Length along ECR parcel frontage	30%
Minimum Setback for Surface Parking	10 ft

1. . At least 75% of the building facade shall be located within the minimum and maximum setback lines; up to 25% of the building façade may be located behind the maximum setback to allow for massing breaks, forecourts, plazas, etc. Publicly-accessible plazas/open spaces may be subtracted from the overall facade length to calculate the minimum percentage of building facade to be located within the setback range.
2. The intent is to achieve a total sidewalk width of 20 feet along El Camino Real, with a minimum sidewalk width of 15.5 feet. Setbacks are measured from the new back of walk. As sites are redeveloped over time, the City will work with property owners to negotiate the appropriate dedication and/or public easement to meet new sidewalk requirements on a case-by-case basis.
3. The minimum front/street side setback for live/work units shall be 10 feet from the back of walk.
4. The minimum setback is 0 feet in instances where the sidewalk width is 20 feet. In areas where that cannot be achieved and the sidewalk is less than 20 feet wide, the minimum setback is 5 feet from the back of walk.
5. Open space requirements are separate from the parkland dedication requirements established by SCCC Chapter 17.35. However, depending on the size, location, and amenities provided, it is possible that the open space would qualify for private open space credit under Chapter 17.35.
6. Required personal open space for up to 50% of units can be provided as common private open space.
7. Includes roof decks and shared common areas. Setback areas are not considered usable open space unless they are at least 20 feet wide from the building to the property line. Up to 50 sf per unit can be provided in an indoor communal space so long as it opens directly on to a common outdoor space.
8. The minimum setback for parcels adjoining Saratoga Creek ROW shall be 20 feet.
9. Refer to the Zoning Code for additional off street parking and loading requirements.

### 18.27.130 Corridor Residential District (CR) Development Standards Table.

Standards	Corridor Residential
Height, Density, & Intensity <sup>1</sup>	
Maximum Stories/Height to Top of Wall	50 ft (4 stories) <sup>2,3,4</sup>
Minimum Floor Area Ratio	None
Minimum Dwelling Units per Acre	16 du/acre
Maximum Dwelling Units per Acre	45 du/acre <sup>4</sup>
Minimum Commercial Ground Floor Area	Commercial allowed, not required
Transitions Adjacent to Single-Family/Duplex Residential Districts	
Maximum Height adjacent residential zoning district	1:1 slope ratio of setback to height starting from property line at grade .

Maximum Height across the street from residential zoning district <sup>5</sup>	At the setback line, the height of the roof plate <sup>6</sup> may be no taller than one story above the maximum height allowed in the opposing residential zone. Behind the setback line, building heights may step up away from the street following a 1:1 slope ratio of step back to building height measured from the roof plate .
<ol style="list-style-type: none"> <li>1. Density shall be calculated as net density, which excludes public streets and dedicated public parkland (per Chapter 17.35 of the Santa Clara City Code). The lot area that contains publicly-accessible private open space, private streets and pathways, and required easements will be counted toward lot area for the purposes of calculating residential density and commercial floor area ratio.</li> <li>2. See Specific Plan Figure 4-1, Allowed Heights.</li> <li>3. Projects must comply with both stories and overall height maximums. Height exceptions up to 10 feet above the maximum may be allowed to accommodate architectural features, rooftop stair access and elevator shafts, mechanical equipment, or other rooftop amenities, as approved by City staff.</li> <li>4. Projects may be eligible for additional height, density, or FAR in exchange for providing community benefits above and beyond what is required by the Plan, as outlined in Specific Plan section 6.2, Community Benefits Program.</li> <li>5. Applies to portions of a development directly opposite a residentially zoned property where the street is less than 65 feet wide.</li> <li>6. A roof plate is defined as the top horizontal framing member of a wall where the roof structure is attached.</li> </ol>	

Standards	Corridor Residential	
Setbacks and Frontage	Ground Floor Commercial	Other Ground Floor Uses
ECR Minimum Front Setback, from back of walk <sup>2</sup>	0 or 5 ft <sup>3,4</sup>	10 ft <sup>3</sup>
ECR Maximum Front Setback, from back of walk <sup>1,2</sup>	10 ft	15 ft
Minimum Street Setback, other than ECR	10 ft	15 ft
Maximum Street Setback, other than ECR	15 ft	20 ft
Minimum Side & Rear Setback (from adjacent parcel or alley)	5 ft	10 ft
Minimum Setback adjacent to single family and duplex residentially-zoned parcel	20 ft	20ft
Minimum Transparency	50%	NA
Pedestrian Entries	At least 1 pedestrian entry is required on each primary block frontage, unless a greater number is required by the Building Code or Fire Code.	

Private Open Space <sup>5</sup>	Non-Residential	Hotel	Residential / Residential Portion of Mixed-Use Project
Minimum Required Personal Open Space	NA	NA	100 sf per unit <sup>6</sup>
Minimum Required Common Usable Open Space	NA	20 sf per room	100 sf per unit <sup>7</sup>
Minimum Required Publicly-Accessible Open Space	NA	NA	NA
<b>Parking<sup>7</sup></b>			
Maximum Surface Parking Length along ECR parcel frontage	30%		
Minimum Setback for Surface Parking	10 ft		

- At least 75% of the building facade shall be located within the minimum and maximum setback lines; up to 25% of the building facade may be located behind the maximum setback to allow for massing breaks, forecourts, plazas, etc. Publicly-accessible plazas/open spaces may be subtracted from the overall facade length to calculate the minimum percentage of building facade to be located within the setback range.
- The intent is to achieve a total sidewalk width of 20 feet along El Camino Real, with a minimum sidewalk width of 15.5 feet. Setbacks are measured from the new back of walk. As sites are redeveloped over time, the City will work with property owners to negotiate the appropriate dedication and/or public easement to meet new sidewalk requirements on a case-by-case basis.
- The minimum front/street side setback for live/work units shall be 10 feet from the back of walk.
- The minimum setback is 0 feet in instances where the sidewalk width is 20 feet. In areas where that cannot be achieved and the sidewalk is less than 20 feet wide, the minimum setback is 5 feet from the back of walk.
- Open space requirements are separate from parkland dedication requirements established by SCCC Chapter 17.35. However, depending on the size, location, and amenities provided, it is possible that the open space would qualify for private open space credit under Chapter 17.35.
- Required personal private open space for up to 50% of units can be provided as common private open space. Includes roof decks and other shared common open areas. Setback areas are not considered usable open space unless they are at least 20 feet wide from the building to the property line. Up to 50 sf per unit can be provided in an indoor communal space so long as it opens directly on to a common outdoor space.
- Refer to the Zoning Code Ordinance for additional off street parking and loading requirements.

**18.27.140 Additional development standards.**

(a) Lighting and Security.

(1) Open parking areas and common open space areas shall include lighting which provides a minimum illumination of one footcandle. Lighting fixtures shall be weather and vandal resistant. Lighting shall reflect away from residential areas and public streets.

(2) All main entrance doors to individual dwelling units shall be equipped with one hundred eighty (180) degree door viewers. Each main entrance door shall be equipped with a deadbolt lock with a cylinder guard, a minimum of one-inch bolt projection and a maximum security strike plate.

(3) All sliding glass doors and ground floor windows shall be equipped with auxiliary locks, as approved by the Chief of Police.

(b) Trash Disposal. Each property shall provide accessible trash disposal areas. If not screened within a garage or structure, each disposal area shall be screened from public view. Such enclosures shall provide area of sufficient size to accommodate trash and recycling bins for residential and commercial uses on-site. Trash compactors shall be located within an enclosed building.

### **Article III. Minor Use Permits (MUPs).**

#### **18.27.200 Purpose**

Minor Use Permits are for uses of land that require special review and control to ensure they are compatible with the neighborhood and surrounding land uses. They are considered more likely to have greater impacts than land uses permitted by right in the zone, but lesser impacts than uses requiring a Conditional use Permit.

**18.27.210 Intent.**

The Minor Use Permit procedures are intended to provide sufficient flexibility in the use regulations to further the objectives of this Chapter and of the Zoning Code and to provide the City with the opportunity to impose special conditions to mitigate potential impacts that could result from allowing the use(s) at the requested location.

**18.27.220 Applicability**

Approval of a Minor Use Permit is required to authorize proposed land uses specified by Table 18.27.050 above (Land Use Table), and Development Standards as being allowable in the applicable zone when subject to the approval of a Minor Use Permit.

**18.27.230 Application Filing, Processing, and Review**

(a) **Filing and Processing.** An application for a Minor Use Permit shall be filed and processed in compliance with Article II (Minor Use Permits) of this Chapter 18.27.

(b) **Application Contents.** The application shall include the information and materials specified in the most up-to-date Department handout for Conditional and Minor Use Permit applications, together with the required fee in compliance with the Fee Schedule.

(c) **Responsibility.** It is the responsibility of the applicant to provide evidence in support of the findings required by Section 18.27.250 (Findings and Decision), below.

(d) **Applicable Review Authority.**

(1) Except as provided in paragraph 2 below, Minor Use Permits shall be reviewed and either approved or denied by the Director.

(2) The Director may choose to refer any Minor Use Permit application to the Planning Commission.

#### **18.27.240 Project Review, Notice, and Hearing**

Each application for a Minor Use Permit shall be reviewed by the Director to ensure that the proposal complies with all applicable requirements of this Chapter 18.27 and the Zoning Code.

**(a) Notice Required.** Before a decision on a Minor Use Permit is made, the City shall provide notice as follows.

(1) The notice shall state that the Director will decide whether to approve, conditionally approve, or deny the Minor Use Permit application on a date specified in the notice, and that a public hearing will be held only if requested in writing by any interested person before the specified date for the decision.

(2) Any written request for a hearing shall be based on issues of significance directly related to the application (e.g., provision of evidence that the request cannot meet one or more of the findings specified in Section 18.27.250 [Findings and Decision], below).

(3) If the Director determines that the evidence has merit and can be properly addressed by a condition(s) added to the Minor Use Permit approval, the Director may consider the permit in compliance with paragraph B.2, below.

**(b) Hearing.**

(1) A hearing before the Director shall be scheduled and noticed if either of the following apply:

(A) If a public hearing is requested and the provisions of paragraph

A.3, above, do not apply; or

(B) The Director determines that a hearing would serve the public interest.

(2) In all other circumstances, the Director shall render a decision on the date specified in the notice referred to in paragraph A.1, above.

**(c) Appeals.** The Director's decision is appealable to the Planning Commission. In the event of such an appeal to the Planning Commission, the Planning Commission decision shall be final and non-appealable.

### **18.27.250 Findings and Decision**

The Review Authority may approve or conditionally approve a Minor Use Permit only after first making all of the following findings:

(a) The proposed use is consistent with the General Plan and any applicable specific plan to the maximum extent practicable;

(b) The proposed use is allowed within the subject zone and complies with all other applicable provisions of this Zoning Code and the City Code;

(c) The design, location, size, and operating characteristics of the proposed use are compatible with the allowed uses in the vicinity;

(d) Operation of the use at the location proposed would not be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare;

and

(e) The subject site is:

(1) Physically suitable in terms of design, location, operating characteristics,

shape, size, topography, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities; and

(2) Served by highways and streets adequate in width and improvement to carry the type and quantity of traffic the proposed use would likely generate.

### **18.27.260 Conditions of Approval**

When considering approval of a Minor Use Permit, the Review Authority may impose any conditions deemed reasonable and necessary to ensure that the approval will comply with the findings required by Section 18.27.250 (Findings and Decision), above.”

**SECTION 2:** That section 17.15.310 (“Standards deemed minimum requirements”) of Chapter 17.15 (“Property Developments”) of Title 17 (“Development”) is hereby amended to read as follows:

#### **“17.15.310 Standards deemed minimum requirements.**

(a) The standards established by this Chapter are minimum standards only, and the City Council reserves the right to require higher standards in the event that the City Manager of the City shall find that the minimum standards established by this chapter are not adequate, suitable, or proper because of traffic patterns, the location, soil structure or any other cause in the area in which the improvement of facility is located.

(b) Notwithstanding any other provision of this Chapter, in the event of any conflict between the terms of this Chapter and the terms of Chapter 18.27 (“Regulations for the El Camino Real Corridor”) of Title 18 (“Zoning”), as may be amended, the terms of Chapter 18.27 shall control.”

**SECTION 3:** That a new section 17.40.116 is hereby added to Chapter 17.40, Citywide Affordable Housing Requirements, of Title 17 (entitled “Development”), of “The Code of the City of Santa Clara, California” (“SCCC”) to read as follows:

**“17.40.115 Affordability Levels – El Camino Real Specific Plan.**

For either ownership or rental housing developed under the El Camino Real Corridor Zoning Districts in the El Camino Real Specific Plan Area, the following affordable housing requirements apply:

(a) Notwithstanding Subsection 17.40.080(a), residential ownership projects of ten or more units must provide at least fifteen percent (15%) of the units at affordable housing costs for extremely low, very low, low and moderate income households, or some combination of those income categories. A developer shall select income categories for each of the affordable units such that the average income of purchasers will not exceed eighty percent (80%) of AMI. Residential ownership projects of fewer than ten units may either provide one dwelling at an affordable housing cost for a household earning up to eighty percent (80%) of AMI, or pay an in-lieu fee identified for residential ownership projects in the affordable housing master fee schedule.

(b) Notwithstanding Subsection 17.40.090(a), residential rental projects of ten or more units must provide at least fifteen percent (15%) of the units at affordable housing costs made available at affordable rental prices to extremely low, very low, low, and moderate income households as long as the distribution of affordable units averages to a maximum of eighty percent (80%) of AMI. Residential rental projects of fewer than ten units may either provide an affordable unit at an affordable housing cost for a household

earning up to eighty percent (80%) of AMI, or pay an in-lieu fee identified for residential rental projects in the affordable housing master fee schedule.

(c) In-Lieu Fee for Rental Units. In order for residential development projects under the El Camino Real Corridor Zoning Districts in the El Camino Real Specific Plan Area to satisfy the affordable housing requirement through payment of an In Lieu Fee, the City Council shall establish a fee per square foot for the Specific Plan Area to reflect the reduced average AMI of 80 percent.”

**SECTION 4: Effective date.** This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this 15th day of June, 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: None

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
MODIFYING PARKING REGULATIONS ON EL CAMINO REAL  
BETWEEN HALFORD AVENUE AND LAFAYETTE STREET**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City of Santa Clara Bicycle Plan Update 2018 was approved and adopted by the City Council on September 24, 2019 under Resolution No. 19-8761;

**WHEREAS**, a Class IV Separated Bikeway on El Camino Real was the top ranked priority project within the adopted Bicycle Plan Update 2018;

**WHEREAS**, the El Camino Real Specific Plan supports the removal of on-street parking to accommodate a Class IV Separated Bikeway;

**WHEREAS**, the City established certain parking regulations on El Camino Real between Halford Avenue and Lafayette Street;

**WHEREAS**, Public Works staff determined that a modification to the existing parking regulations is necessary to accommodate the proposed Class IV Separated Bikeway;

**WHEREAS**, the City intends to establish new parking regulations on El Camino Real between Halford Avenue and Lafayette Street based on City Public Works staff findings;

**WHEREAS**, there are five specific properties along El Camino Real, listed in more detail below, that currently have limited or no on-site parking (the "Limited Parking Properties"); and,

**WHEREAS**, on-street parking shall remain along the property frontages of the Limited Parking Properties until such time as those properties redevelop or an alternative parking arrangement is provided.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That there is hereby established a "No Parking Anytime" zone along the north side of El Camino Real between Halford Avenue and Lafayette Street, except as provided in Section 3 below.

2. That there is hereby established a “No Parking Anytime” zone along the south side of El Camino Real between Halford Avenue and Lafayette Street, except as provided in Section 3 below.
3. Notwithstanding Sections 1 and 2, on-street parking shall remain along the frontages of the following five properties until such time as those properties redevelop or an alternative parking arrangement is provided: APN’s 224-28-068; 224-28-037; 224-28-036; 224-15-022; and 290-08-137.
4. That the City Manager, or designee, is authorized to modify parking regulations on El Camino Real between Halford Avenue and Lafayette Street as needed to improving parking conditions for adjacent land uses.
5. 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 SPECIAL 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

Attachments incorporated by reference:  
 None

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

**Web link to the El Camino Real Specific Plan Document and Final Environmental Impact Report**

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<https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/specific-plans/el-camino-real>

El Camino Real Specific Plan  
Public Comment

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May 6, 2021

Chair Planning Commission Lance Saleme  
 lsaleme@santaclaraca.gov  
 City of Santa Clara Planning Department  
 1500 Warburton Avenue  
 Santa Clara, CA 95050

Re: Request to Modify ECR Specific Plan 3141-3155 ECR: Bayview Development Group

Dear Commissioner Saleme,

*Bayview Development Group (BDG) is excited to see the almost 4-year City of Santa Clara Planning Department effort with the El Camino Real Specific Plan (ECRSP) come to fruition. We have been an active participant throughout the entire process and we commend the Planning Staff with their tireless efforts and professionalism. The pending document before your upcoming May 10, 2021 Public Hearing is thoughtful, analytical and a well-done conclusion to the Specific Plan process.*

Previously, *Bayview Development Group* presented our *unique situation* as it relates to our active development application for *3141-3155 El Camino Real (aka Bowers Plaza)*, a 2.45-acre property located at the northeast corner of El Camino Real and Calabazas Boulevard.

Bayview Development Group controls the site and began the entitlement process with the City Planning Department in *December 2018*. Our thoughtfully designed 60-unit townhome project proposal is approximately 24 units per acre and it complies with the current General Plan of 20-36 units per acre and at the time, overlapped with a previously proposed ECRSP density of 24-65 units per acre. Despite our early start, we were never deemed a 'pipeline' project and now our only path to complete our pending public review process and gain future approvals is to request the following *Specific Plan modification* to the draft land use designation.

**Current Proposed Specific Plan Designations**

**From – Corridor Mixed Use (Residential Density 45-65 units per acre)**



***Bayview Development Group Requested Specific Plan Revisions  
To – Corridor Residential (Residential Density 16-45 units per acre)***



Granting our request would ensure a complimentary density of 24-25 units per acre all the way from the soon to be constructed Wheels and Deals project (approved at 25 units per acre density), across our subject site and to the corner of Calabazas Boulevard which serves as the main entry to the adjoining Briarwood Elementary single-story single-family home neighborhood. In addition, the revision of our site to the ECRSP Corridor Residential (16-45 units per acre) avoids a potential spot zoning of densities from 65 units per acre to 25 units per acre and back to 65 units per acre for our site, directly adjacent to the 4 units per acre of the single family residential neighborhood.

**Project History**

- Dec-18 – Engaged City Planning Staff with Concept Designs per existing General Plan
- Feb-19 – Submitted Full Preliminary Planning Application per City Design Review Process
- May-19 – Received PCC Staff Comments on Preliminary Application submittal
- Dec-19 – City Approves Adjacent Wheels and Deals site at 25 units per acre
- Oct-20 – Complete Design Application submittal in response to PCC City Comments
- Dec-20 – Conducted Neighborhood Outreach Meeting
- Feb-21 request for revisions for 3141-3155 El Camino Real subject site to match adjacent site
- Mar-21 – Specific Plan Revision Request for 3141-3155 El Camino Real subject site

The above history details *our unique situation* and is the subject of our request. And we respectfully ask your consideration of our request and would like to make ourselves available to answer any questions you would have prior to hearing. Please feel free to reach out to me directly at [tomquaglia@att.net](mailto:tomquaglia@att.net) or 408-504-9331.

Sincerely,

Tom Quaglia  
Project Manager  
Bayview Development Group

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May 4, 2021

Planning Division - El Camino Real Specific Plan  
City Hall  
1500 Warburton Avenue  
Santa Clara 95050

**It is very important to prevent the city from doing to our El Camino what they did to our downtown. Those that destroyed our downtown had good intentions and like you, they had the grandest of visions.**

From the start the city misrepresented the objective of the El Camino Real Specific Plan by telling us the purpose was "...to implement the City's General Plan goals and policies for the El Camino Real corridor by providing more detailed guidance for future land uses and urban design elements."

The unspoken purpose has been to increase residential density not implement the General Plan.

- When a city planner was asked during a CAC meeting what would happen if the committee decided the density should be reduced, her response was "well that would defeat the purpose." (quickly retracted, oops)
- In one example the Mariani property was **increased over 100%** from Community Mixed Use at 19 to 36 du/ac, in the 2025 - 2035 General Plan, to Corridor Mixed Use with 45 to 65 du/ac. *This is not implementing the GP*

Also, this entire process has had the appearance of faux outreach.

Community feedback was gathered using completely unscientific methods.

- The feedback was not directed at people impacted nor limited to one opinion per participant in the 'Pop-ups' or online 'survey'.
- The Community Advisory Committee was weighted with people and groups interested in getting rid of automobiles and promote high density.
- US mail announcements were limited to people within 300 ft of the huge rezoning project to 'save money', reducing exposure to the very people actually impacted.
- This mailed notice is the only place we find this legal disclaimer. "If you challenge these land use decisions in court, you may be limited to raising only those issues you or someone else raised at this public hearing or in written correspondence delivered to the City at or prior to the public hearing."

As is too often the case the general outcome appears to have been determined before the 'investigation' began. And the predetermined outcome is increased density.

Some on the council advocate for thousands of 'micro units' along ECR. No wonder we worry the city would do to our El Camino what it did to our downtown. Again, those that destroyed our downtown had the best intentions and like you, grandiose visions. We see what that got us.

**Santa Clara for Smart Growth - Mariani Neighborhood Resident Group**  
Debbie Sparks, Diane Pizzo, Howard Myers, Linda Zazzara, Rich Bonito

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**From:** Curtis Fisher <65tiger@comcast.net>  
**Sent:** Monday, January 25, 2021 9:55 AM  
**To:** Lesley Xavier <LXavier@santaclaraca.gov>  
**Subject:** Draft El Camino Specific Plan

Hello, I'm submitting my public comments regarding the "Draft El Camino Specific Plan", meeting presentation of September 30, 2020.

Public comment:

After reviewing the General Plan, the draft El Camino Specific Plan meeting presentation I have comments:

Slides 27 and 28 discuss neighborhood transitions strategies. Regarding upper story step backs, these were totally ignored in the Tuscany project. This 4 story monster is next to single story family homes, and is contrary to design recommendations of the City General Plan (and also this Specific Plan). There is little privacy for those of us on Hood Court. This was specifically requested at the design reviews and the final city council meeting. That was a 'beat down' process. Many of us showed up at the design reviews and were told it was going to be big and tall. The developer originally wanted 2-3 story town homes which would have been nice to have next to our single story homes. But the city planners wanted 4 story or higher although nothing was that high on the El Camino Real at that time and told the developer to come back with 4 stories or higher. By the time of the final city council meeting the city council had ALREADY decided their vote. There were only a few of us left after the beat down meetings. Nonetheless, we presented our objections (including requesting the step back) and the city council voted 7-0 to approve the design. And landscape buffers, after many years we have yet to see anything significant.

After this Tuscany disaster and rapid other developments, there was general public revolt when something similar was proposed for Mariani's property. That had the city going back and finally listening to citizens rather than planners and developers.

Regarding slide 37 and "bulb out" designs. These are a total disaster where they have been implemented. I understand their intention but it's implementation is the worst I've ever seen. What they do a good job of is impede traffic. And the bots dots you place there bring nothing but curses from everyone. Nobody likes them, nobody wants them and there are better ways to do this.

I'm glad the 'Bus Only' lanes are no longer proposed. Santa Clara was the ONLY city pushing this at the behest of the previous chief planner. No other city wanted it.

thanks,

Curtis Fisher

1680 Hood Ct

Santa Clara, CA 95051

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**From:** [webmanager@santaclaraca.gov](mailto:webmanager@santaclaraca.gov) <[webmanager@santaclaraca.gov](mailto:webmanager@santaclaraca.gov)>

**Sent:** Sunday, January 24, 2021 8:21 PM

**To:** Webmanager <[Webmanager@santaclaraca.gov](mailto:Webmanager@santaclaraca.gov)>

**Subject:** Feedback for City of Santa Clara

You have received this feedback from Don Sterk <[don@sterk.org](mailto:don@sterk.org)> for the following page:

<https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/330/3649?fsiteid=1>

I applaud the construction of the separated bike path. I would like to see a diagram of what it would like at bus stops to see how it avoids conflicts between bikes and bus alightment. Needs to include plans for bike (and probably scooter) parking.

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**From:** James Rowen <[jcrowenblog@gmail.com](mailto:jcrowenblog@gmail.com)>

**Sent:** Saturday, January 23, 2021 9:25 AM

**To:** Lesley Xavier <[LXavier@santaclaraca.gov](mailto:LXavier@santaclaraca.gov)>

**Subject:** El Camino Specific Plan

As a favor to Lavelle Souza, an old friend, I am going to be sending some comments on her behalf as she does not use email. These are to be regarded as Specific Plan Comments.

James Rowen

Having been part of a family that was been part of the economy of Santa Clara for over a hundred years, I believe that the proposed Specific Plan for the El Camino Real will cause serious negative impact on the local economy as well as serious negative impact on the character of our community.

The proposals to favor development of multi-story housing with large densities flies in the face of proper consideration of Covid-19 guidelines by increasing the density of residential units that could not be socially distanced, and severally impact traffic and other environmental factors as mass transit, though proposed, is not fiscally feasible.

Moreover, the greatest damage these multi-story projects will inflict is upon the small businesses that are a historic part of the El Camino from Santa Clara to San Francisco. El Camino Real has been home to city halls, universities, hotels, motels, and particularly small businesses.

Understand that small businesses depend on walk in trade and easy access in a user friendly environment, hence the success and prevalence of small businesses along the El Camino, Silicon Valley's principal commercial district. Now as Covid has devastated small businesses especially restaurants, Santa Clara intends to hamstring them further by placing them in glass and steel tombs. One floor traffic is important to walk in traffic.

As the widow of Santa Clara's third Mayor Edd8e Souza, I would like to mention Eddie's comments about the high rises along the el Camino creating a tunnel affect John Vidovich has had success with two story developments on the El Camino such as the Walgreens Store development and restaurants in two story developments. Vidovich stated this

when asked Kathy Watanabe about his formula with business success.

When Lisa Gillmor was interviewed b6 the chair of the chamber Lisa and the chair agreed small business are the back bone of our economy. The city has given grants to small businesses during the pandemic--the backbone of our economy.

The historic and cultural signature of El Camino Real from San Jose to San Francisco will be severely impacted by building multi story buildings in Santa Clara creating a tunnel affect robbing residents of a scenic and significant view of the city within the valley. Three major universities are a part of the El Camino, among the oldest in California. Major restaurants and hundreds of small businesses are part of scenic, one to two story complexes, many designed in the local architectural signature. Hence, no other city is planning massive glass and steel buildings which severely impact scenic areas such as Palo Alto and Sunnyvale.

Transit element impact is enormous. Also we have serious concerns about the Covid guidelines with high density buildings. John Vidovich has successfully constructed two story buildings in Santa Clara with well spaced retail such Walgreens allowing for walk in traffic. No Covid Guidelines are met with high density buildings. Moreover the traffic cannot be alleviated with VTA plans as the agency must now curtail its transit development. A car is safer for distancing than a bus. The Plan does not address this issue.

A frustrating point to us is the view that Santa Clara should transform the El Camino to a Italian Villiage. Italy has small towns with narrow streets. The El Camino is a 100 year old major boulevard. A regional boulevard has major arteries.

People can hardly drop their kids at school and travel hours on a bus to work, shop, and perhaps back to school. I could foresee middle sized shopping villages located within El Camino, but not as the El Camino. Those exist especially in Palo Alto, but as a part of the main boulevard.

And there is the additional redevelopment of the El Camino Between Colman and Lawrence which includes the possible replacing of existing mom and pop commercial stores for apartment buildings that are from three to four levels tall. It was hoped that commercial (mom and pop stores). would relocate to the first floors of these apartment buildings. So far, the plan has not been successful because the commercial/mom and pop stores do not want to relocate to the first floors of apartment buildings.

However, there is one type of a commercial/apartment building that has successfully attracted a Walgreens store and commercial mom and /pop stores in Santa Clara. The stores are on the first level of the building and the apartments are on the second level. There is plenty of parking for the customers, and the apartment dwellers have parking stalls in a gated parking lot. The complex is owned by John Vidovich who recently had a second project approved by the city and is also located on the El Camino.

Since the commercial mom and pop businesses are considered to be the 'backbone' of our economy , we need to find a way of helping them to thrive in Santa Clara. The El Camino is the best location for them because of the large amount of traffic using the El Camino--north and south--that will continue to increase with an increase of the population in San Jose and in Santa Clara.

Massive increase of population on the El Camino will impact parking negatively as everyone will still possess and need to park cars. The higher the income, the better transportation options other than mass transit will be called for, hence automobiles. This will create more carbon emissions. Families are no longer contained, mutil generation, multi lifestyle families know exist. People no longer work 9 to 5 and do not work at just one job. Large grocery purchases

are a necessity thus eliminating mass transit and bicycle transit options. Higher density will increase covid impact. A building with 500 people cannot be socially distanced while a restaurant with 34 can be.

The Specific Plan is fanciful and already in conflict with 2021.

**From:** [Elizabeth Elliott](#)  
**To:** [Lucy Garcia](#); [Lillian Bustos](#)  
**Cc:** [Kiran Singh](#)  
**Subject:** FW: New eComment for Planning Commission on 2021-05-10 6:00 PM  
**Date:** Monday, May 10, 2021 10:03:45 AM  
**Importance:** High

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**From:** noreply@granicusideas.com <noreply@granicusideas.com>  
**Sent:** Friday, May 7, 2021 8:21 PM  
**To:** Elizabeth Elliott <EElliott@santaclaraca.gov>; Kiran Singh <KSingh@SantaClaraCA.gov>  
**Subject:** New eComment for Planning Commission on 2021-05-10 6:00 PM

[SpeakUp](#)

## New eComment for Planning Commission on 2021-05-10 6:00 PM

Roshan Baliga submitted a new eComment.

Meeting: Planning Commission on 2021-05-10 6:00 PM

Item: 2. 21-431 Action on the El Camino Real Specific Plan, General Plan Amendment for the creation of four new General Plan land use designations, creation of the El Camino Real Zoning Districts, and an Environmental Impact Report and Mitigation Monitoring and Reporting Program.

eComment: I request that the planning commissioner recommend that the city council adopt the El Camino Real Specific Plan for the following reasons: \* It will transform El Camino from a road across the city to a destination for shopping, eating, and enjoying public spaces. \* It will encourage residents of Santa Clara and nearby communities to spend time and money at establishments in the Specific Plan area. \* It will make El Camino Real safer by including protected bike lanes.

[View and Analyze eComments](#)

This email was sent from <https://granicusideas.com>.

[Unsubscribe](#) from future mailings

# 3141-3155 El Camino Real - Second Notice

Dear Neighbors,

***This second notice is to alert you to the City of Santa Clara's upcoming public hearings allowing 5-story apartment developments adjacent to existing single-family homes in and around the greater Briarwood Elementary School area and encourage you to get involved. The new City direction to 5 stories would prevent Bayview Developments Group's proposed 2 and 3-story application pending at the City of Santa Clara. Two key upcoming City meetings include the May 10<sup>th</sup> Planning Commission meeting and a pending June City Council final approval of the El Camino Real Specific Plan inclusive of the increased density.***

On December 16, 2020, **Bayview Development Group ("BDG")** invited you to preview the Proposed Project, 60 townhome units (2 and 3 story buildings) for 3141-3155 El Camino Real ("Site") located at the corner of El Camino Real and Calabazas Boulevard. In this meeting, BDG presented its plans based on the current City of Santa Clara General Plan that allows housing between 20-36 units per acre. BDG also presented the concurrent City of Santa Clara-El Camino Real Specific Plan efforts to increase the housing density up to 65 units per acre, characteristic of 5-story apartment communities.

### ***How do I get involved?***

Submit emails and letters to the below City of Santa Clara departments and representative contacts **opposing** the high-density proposals of the El Camino Real Specific Plan (Lesley Xavier) and if inclined, **supporting** the proposed lower density plan of *Bayview Development Group (PLN2020-14674)*.

Principal Planner: Lesley Xavier | [lxavier@santaclaraca.gov](mailto:lxavier@santaclaraca.gov)  
Planning Commission: [PlanningCommission@santaclaraca.gov](mailto:PlanningCommission@santaclaraca.gov)  
City Council: [MayorAndCouncil@santaclaraca.gov](mailto:MayorAndCouncil@santaclaraca.gov)  
Santa Clara City Hall, 1500 Warburton Ave,  
Santa Clara, CA 95050



### ***How else can I participate?***

Attend the upcoming El Camino Real Specific Plan public hearings via City of Santa Clara zoom invites per below instructions and make your voices heard.

### ***Upcoming meeting schedule***

Monday May 10, 2021 – Planning Commission special meeting El Camino Real Specific Plan  
June 2021 (TBD) – City Council ratification El Camino Real Specific Plan

### ***Who do I contact with questions or for more info on the BDG project at 3141-3155 El Camino Real?***

Tom Quaglia, BDG, Project Manager (408) 504-9331 | [tomquaglia@att.net](mailto:tomquaglia@att.net)  
Caleb Cater, BDG, Project Manager (831) 578-9896 | [calebcater@bayviewdg.com](mailto:calebcater@bayviewdg.com)

***Thank you for your support with this effort. We look forward to answering any questions.***

**City Proposed High Density**



**City Proposed High Density**



**Site Aerial – 3141/3155 El Camino**



**From:** [Elizabeth Elliott](#)  
**To:** [Charlene Morrison](#); [Planning Public Comment](#)  
**Cc:** [Gloria Sciara](#); [Reena Brilliot](#); [Lesley Xavier](#)  
**Subject:** Comment for 5/10 PC Meeting RE: ECR Regarding El Camino Real Report and Development  
**Date:** Monday, May 10, 2021 9:53:15 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Hello Morrison-Bell Household,

This to confirm your email has been received in the Planning Public Comment email box and will be provided to the Planning Commissioners before tonight's 6 p.m. Special Meeting.  
Thank you for taking the time to notify us of your concerns.

Regards,  
~Elizabeth Elliott

Planning Division | Community Development Department  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450

**From:** Charlene Morrison <cmorrison\_bell@yahoo.com>  
**Sent:** Friday, May 7, 2021 2:02 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>  
**Subject:** ECR Regarding El Camino Real Report and Development

To Whom It May Concern:

After reading your invitation to meet (ZOOM) to discuss the development of the El Camino Real in Santa Clara, I would like to briefly express a couple of concerns and would appreciate your thorough considerations and timely feedback.

1) As residents living less than 300 feet from Mariani's Hotel and Restaurant, we are concerned with the new density numbers under consideration which are vastly increased from prior limitations. Please advise how these increases were "approved."

2) What will be the impact of this development plan be on current residents? Street parking? Accessibility to the El Camino? Congestion? Privacy considerations for existing one story single family homeowners (more than 2 stories allows unlimited visibility of all activities in "private" yards and more). WHO PAYS for schools for increased residents, increased wear on roads/El Camino, additional public services

(police, etc.)-----current residents or developers/business owners?

3) Do we currently have plumbing and sewer systems to accommodate the increase in residents? WHO WILL BE PAYING for any modifications/improvements to water/sewage systems? Resident taxpayers or developers?

4) Increased potential of flooding to our area with potential sewage backup (due to development)---see your report---who pays for damages and clean-up should a flood occur? Will current homeowners be required to purchase additional flood insurance? Will the city clean up and pay for damages to private property after such a flood?

This email is sent to document initial concerns regarding the planned development on the neighborhood/community and our quality of life, potential increased costs (taxes---undetermined), unforeseen potential numerous impacts from aggressive development and yet to be determined additional feedback from other studies.

Thank you for taking the time to review my concerns.

Sincerely,

Morrison-Bell Household  
Santa Clara----Loyola Resident  
408/249-9798

Lavelle Souza

[REDACTED]  
Santa Clara, CA. 9505  
April 10, 2021

Santa Clara Planning Commission  
Santa Clara City Hall  
1500 : Warburton Avenue  
Santa Clara, California

RECEIVED  
MAY 10 2021  
PLANNING DIVISION

Re: El Camino Specific Plan

Dear Planning Commissioners:

I am writing this letter to you in opposition to the new City direction of increasing the housing density along the El Camino Real from 20-36 units per acre to 65 units per acre.

I am supporting the proposed lower density plan of Bayview Development Group (PLN2020-14674).

Since the commercial mom and pop businesses are considered to be the backbone of our economy, we need to find a way of helping them to thrive in Santa Clara. The El Camino Real is the best location for them because of the large amount of traffic using the El Camino Real--north and south--that will continue to increase with an increase of population in San Jose and in Santa Clara. There is one type of a Commercial/apartment building that has been successful in Santa Santa Clara. The complex is owned by John Vidovich who recently had a second project approved by the city and is also located on the El Camino Real. I believe the Specific Plan will cause a negative impact on the character of our community

Sincerely,

*Lavelle Souza*

**From:** [Elizabeth Elliott](#)  
**To:** [fourteafour@aol.com](mailto:fourteafour@aol.com); [Planning Public Comment](#)  
**Cc:** [Gloria Sciara](#); [Reena Brilliot](#); [Lesley Xavier](#)  
**Subject:** RE: El Camino Real Specific Plan / Public Hearing rescheduled to May 10, 2021 (from April 28, 2021) // Flooding Hazards  
**Date:** Monday, May 10, 2021 11:52:14 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Hello Ms. Sparks,

Thank you for your email. Your comments have been received in the Planning Division and will be distributed to the Planning Commission in advance of tonight's meeting.

Regards,  
Elizabeth Elliott

Planning Division | Community Development Department  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450

**From:** fourteafour@aol.com <fourteafour@aol.com>  
**Sent:** Monday, May 10, 2021 11:42 AM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>  
**Subject:** El Camino Real Specific Plan / Public Hearing rescheduled to May 10, 2021 (from April 28, 2021) // Flooding Hazards

My focus is to ensure that Mariani's (and all land redevelopers) incur their fair share for the cost of Flood Mitigation that will be required to support their redevelopment plans. Our neighborhood is not currently in a flood zone, and I find it a crucial point to bring to the attention of the Planning Commission & City Council that Flooding Hazards created from land redevelopment come with a \$COST\$. Property owners should not have to bear this additional cost through their property taxes. I have heard from residents on White Drive that sewer replacement is already in the works for the next several months, and of utmost concern I project this sewer replacement has been decided by the City to support the future high density buildings as opposed to just replacing the 100 year old sewers to support the current density of property owners. Please refer to the following excerpts from the EIR and General Plan below.

Debbie Sparks  
Loyola Drive

**EIR pg 41 of 83**

Flooding According to the Federal Emergency Management Agency's (FEMA) current Flood Insurance Rate Maps (FIRM), most of the Specific Plan area is not within a Special Flood Hazard Area (SFHA) .55 The majority of the Plan area is designated Zone X, defined as "Areas of 0.2 percent annual chance flood; areas of one percent chance flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from one percent annual chance flood." Certain

portions of the Plan area are in SFHA Zone AHAO, which is defined as an area of flood depths from one to three feet during 100-year flood conditions. Flooding in the areas designated Zone AHAO is due to a lack of capacity in the local drainage systems. These areas occur in three principal locations within the Plan area: 1) near the eastern boundary of the Plan area along the south side of El Camino Real and between El Camino Real and the railroad tracks; 2) along both sides of El Camino Real between approximately Buchanan Drive and Los Padres Boulevard; and 3) both sides of El Camino Real, between Halford Avenue and Lawrence Expressway

**General Plan pg 392 of 528**

**Flooding Hazards** There may be an increased flood risk if residential development proceeds on the housing sites identified in this chapter. The Federal Emergency Management Agency (FEMA) provides information regarding the extent of flooding, based on predicted flood flows and land elevations. In addition, the Pacific Institute estimates areas vulnerable to sea level rise in the next 100 years. Portions of the City, particularly adjacent to creeks and rivers, lie within the potential flood zone. These zones are shown in Figure 8.12-6-2. In particular, the underutilized sites near the intersections of El Camino Real and San Tomas Expressway, and El Camino Real and Lawrence Expressway, lie within this zone. Since most new housing development in Santa Clara will result from infill development, the total amount of impervious surface is not expected to increase substantially, if at all. Still, as a mitigation, stormwater management and flood policies are addressed in the Safety Element of the General Plan and will be revisited in the 2035 General Plan Update. New policies may include landscape and architectural design guidelines in flood prone areas to reduce flood risk and potential damage. Appendix Twelve: HOUSING ELEMENT 8.12

**General Plan pg 392 of 528**

supporting map:

Flooding Potential (vacant, under utilized land)

Figure 6-2 (Figure 8.12 6-2)

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supporting map:

Flood Zone (2010)

Figure 5.10-2



## Agenda Report

21-706

Agenda Date: 6/15/2021

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### REPORT TO COUNCIL

#### SUBJECT

Approval to Authorize the City Manager to Exercise Four One-Year Options to Extend the Agreement with Unisys Corporation for Information Technology Outsourcing Services with a Maximum Compensation of \$8,356,309 for the Initial Option Ending June 30, 2022 and Future Options Subject to the Annual Appropriation of Funds

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City has utilized Information Technology Outsourcing services for close to 35 years. The current agreement with Unisys Corporation was approved by Council on May 16, 2017. The agreement was preceded by a comprehensive IT sourcing strategy that evaluated insourced, outsourced and hybrid models. This was followed by a competitive Request for Proposal (RFP) procurement process. This sourcing strategy defined the outsourcing services that best met the City's requirements and formed the basis of the statement of requirements that was included in the RFP. The RFP process included an extensive evaluation process followed by updated proposals and reference checks being performed. The comprehensive selection strategy included a high degree of departmental participation that allowed the City to take a holistic view of its IT needs. Through this process, Unisys was selected as the "best value" and lowest cost service provider most closely aligned to the City's vision, with capabilities to best satisfy the City's requirements.

This is a performance based and continuous improvement contract. Service Level Agreements are reported regularly covering key service elements such as system availability/uptime, incident/request response and resolution times, and security monitoring and remediation.

The detailed statement of work (SOW) attached defines Unisys' responsibilities to provide the City with comprehensive IT services for all major service areas including IT infrastructure, applications and web, departmental IT solutions, end-user services, and cross-functional capabilities such as a 24x7 management of mission critical systems, helpdesk, cyber security, and project management. The contract also provides for enterprise class tools such as the ServiceNow platform for incident and service request management, change management, configuration management, and knowledgebase.

The initial term of the Unisys agreement was four years, ending on June 30, 2021. The contract also includes four, one-year options to extend the agreement at the City's sole discretion. Based on Unisys' performance over the initial term of the agreement, Staff recommends exercising the option years.

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Due to the extensive domain knowledge and expertise needed to manage the City's IT systems and services in a quality, stable and secure manner, and transition costs and business disruption of changing providers, it is beneficial that these types of contract relationships be long term.

### DISCUSSION

Over the past four years Unisys has met/exceeded the performance based (SLA) aspects of the contract and is continuously striving to improve and mature its service delivery. Their scope of responsibilities at the City spans two high availability data centers, approximately 260 servers, 50 databases, VoiP/Telephone services for over 1,000 users, email and applications management for over 1,200 users, 880 desktops, 390 laptops, 650 mobile devices, 100 Multi-Function Devices/printers and 164 business applications supporting citywide and departmental core services and business processes. On average 675 tickets are entered monthly into ServiceNow and handled by Unisys staff supporting the City.

Unisys has assisted the City in delivering an impressive list of technology accomplishments, including but not limited to: implementing the City's Public Safety Dispatch system (Hexagon), upgrading PeopleSoft Human Capital Management and Financial Management systems, upgrading our Utility Billing System (Northstar), redesigning the City's (award winning) website, implementing our Agenda Management system (Legistar), refreshing City desktops/laptops while migrating City users to Windows10 and Microsoft O365, and a steady improvement of our cybersecurity posture as the City has continually adapted and improved our cyber defense and response capabilities. This includes hardening our systems and enhancing our vulnerability management program. Cybersecurity has been a key focus area for the City.

Unisys has played a key role in several awards and accolades the City has achieved, including the MISAC Excellence in IT Practices for all years Unisys has supported the City, The 2020 Pinnacle Award for Website, the 2020 NWPPA Excellence in Communications award, and the 2020 CAPIO EPIC Award.

Given the nature of the Unisys services and the ability to manage systems remotely, Unisys was instrumental in helping the City transform our IT services and rapidly respond to the remote access needs due to COVID-19 shelter in place and social distancing requirements. They were able to expand their remote workforce from 10% to 95% in one week, while accelerating remote service capabilities and upskilling their staff to work remotely without any interruption of services to the City.

Unisys also worked tirelessly with City IT staff to transform the City's capabilities to work remote including rapidly deploying laptops and remote access capabilities to City staff, implementing Zoom for public meetings, deploying Microsoft Teams to all City employees for remote collaboration and meeting capabilities, implementing an online portal to ensure all employees had access to key Citywide communications while remote, rolling out softphone capabilities to allow City staff to get their City phone calls on the computer and mobile devices. Given security concerns of remote work they helped implement additional security features such as disk encryption on laptops, ensuring all laptops go through our web filtering service even when outside the network, and enabling a device level firewall to prevent malware attacks and malware spreading.

Unisys also played a key role in helping the City with community related actions in response to COVID-19 such as implementing the technology for the Muni-Service Drive-through services, helped identify utility customers qualified for billing discounts, updated tariff factors, assisting with the online

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donations for Help Your Neighbors Program, and the Small Business Loan Program.

Unisys is a valued service provider who has continually shown their commitment to the City. Unisys employees continually demonstrate their willingness to do all they can to help the City achieve our technology objectives. As a corporation Unisys has shown their willingness to work with the City in times of hardship. Based on COVID budget concerns, Unisys has agreed to waive contractual Cost of Living Adjustments for Fiscal years FY20-21 and FY21-22 saving the City several hundred thousand dollars.

Based on all of the above, Staff recommends continuation of Unisys services by exercising the renewal option years pursuant to the terms of the Agreement.

### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### FISCAL IMPACT

The FY 2021/22 and FY 2022/23 Proposed Operating Budget includes funding for Unisys services in the Information Technology Services Fund. The contract cost for FY 2021/22 is \$ 8,356,309. Funding for future years is subject to the annual appropriation of funds.

### 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 exercise up to four one-year options to extend the Agreement with Unisys Corporation for Information Technology Outsourcing Services, with the final option term ending on June 30, 2025 assuming all options are exercised, with a maximum compensation of \$8,356,309 for the initial option year ending on June 30, 2022 and future option years subject to the annual appropriation of funds.

Reviewed by: Gaurav Garg, Director/CIO, Information Technology Department

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Unisys Master Services Agreement & Schedules

**MASTER SERVICE AGREEMENT**  
**FOR INFORMATION TECHNOLOGY OUTSOURCING SERVICES**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**UNISYS CORPORATION**

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**THIS MASTER SERVICE AGREEMENT** ("Agreement" and "MSA") is entered into as of July 1, 2017 ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation and its affiliated local agencies with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City" and "Customer"); and Unisys, a Delaware corporation, with its principal place of business located at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422 ("Service Provider" and "Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**WHEREAS**, in response to Customer's request for proposals to provide certain information technology outsourcing services to Customer ("Request for Proposal"), Service Provider submitted to Customer its proposal to provide information technology outsourcing services to Customer ("Proposal"); and

**WHEREAS**, Service Provider has represented that it is a competent, qualified, and experienced provider of IT services of the type required by this Agreement, and has advised City that it can fulfill and satisfy the requirements of this Agreement.

**WHEREAS**, based on the Proposal, Customer and Service Provider have engaged in extensive negotiations and discussions that have culminated in the formation of the relationship described in this Agreement with respect to the information technology outsourcing services in order to:

Create advantage for Customer and Customer's end-users through the outsourcing of the Services (as defined below), achieve best-in-class standards and sustain and enhance such standards through continuous improvement;

Reduce Customer's current expenditure on operations and support activities for IT systems by obtaining competitive market prices and introducing best of breed support processes through the provision of the Services as provided in this Agreement;

Improve Service Levels through regular assessment and reviews of all processes and procedures for the performance of the Services, and improve overall productivity to provide significant value to Customer; and

Provide a prompt and smooth Transition (as defined below) of the Services in accordance with the Transition Plan (as defined below) with minimum disruption to Customer's business.

**NOW THEREFORE**, the Parties hereby agree as follows:

**1. INTERPRETATION**

1.1 Defined Terms. The defined terms used in this Agreement will have the meanings set forth in Schedule 1 or stated where they first appear, unless the context clearly requires otherwise.

1.2 Reference to Statutes. A reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.3 Headings. Headings are in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

1.4 Interpretation. The recitals above are (i) intended as a general statement of purposes for this Agreement; and (ii) are not intended to expand or contract the scope of the Parties' obligations or to alter the plain meaning of this Agreement's terms and conditions. However, the Parties do intend that the Agreement be interpreted and performed in a manner consistent with these objectives.

## Master Service Agreement

1.5 Section References. References to Articles, Sections, Schedules and Appendices are, unless otherwise provided, references to articles, sections, schedules and appendices to this Agreement.

1.6 [RESERVED].

1.7 Waiver of Presumption. The Parties are sophisticated and have been represented by counsel during the negotiation of this Agreement. As a result, any presumption or rules of construction relating to the interpretation of contracts against the drafter thereof should not apply. The Parties hereby waive any such presumption or rule.

## 2. AGREEMENT STRUCTURE

2.1 General. This Agreement sets out the Parties' agreement as to the provision of Services from Service Provider to Customer.

2.2 [RESERVED].

2.3 [RESERVED].

2.4 Order of Precedence. This Agreement, all Schedules thereto, will be construed to be consistent, insofar as reasonably possible. In the event of any conflict between the provisions of the Master Service Agreement, the Schedules thereto, the conflict will be resolved in accordance with the following order of precedence: first, the Master Service Agreement; and second, the Master Service Agreement Schedules; provided, however, that any specific description of any service or other performance obligation in any Schedule will supersede any inconsistent general reference in the relevant agreement.

2.5 Amendment, Modification. This Agreement may only be amended, varied or modified by further written agreement of authorized representatives of Service Provider and Customer. Any such amendment, variation or modification will be binding upon both Parties.

2.6 [RESERVED].

2.7 [RESERVED].

2.8 [RESERVED].

2.9 [RESERVED].

## 3. SCOPE OF SERVICES

3.1 Services. Commencing on the effective date of each Service, whether under this Agreement and its Schedules, and continuing throughout the term of said agreements, Service Provider will be responsible for providing to Customer:

3.1.1 The tasks, services, functions and responsibilities described in this Agreement (the services, functions and responsibilities described in the Schedule 3, Service Description, attached hereto), or in any of the other associated Schedules, Appendices or other documents attached to this Agreement and incorporated herein by reference;

3.1.2 The services, functions and responsibilities being performed within the twelve (12)-month period prior to the Effective Date by Customer's personnel or contractors whose services, functions or responsibilities are displaced or transitioned as a result of this Agreement, even if the service, function or responsibility is not specifically described in this Agreement or any Service Description;

3.1.3 The services, functions and responsibilities contemplated by the Customer's Base Case;

3.1.4 Any services, functions or responsibilities not specifically described in this Agreement, but which are inherent in or necessary for the proper performance and delivery of the Services and not otherwise expressly excluded by the Parties;

3.1.5 Other miscellaneous activities related to the Services that Customer may request from time to time that do not require additional resources or affect Service Levels or other agreed performance standards; and

3.1.6 If any functions not specifically described in this Agreement are required, necessary or customary for, or incidental or ancillary to, the proper performance and provision of the Services in accordance with the requirements of this Agreement (including the performance standards), such functions will be deemed to be implied by and included within the scope of the Services (and provided to Customer at no additional charge) to the same extent and in the same manner as if expressly described in this Agreement.

3.2 Project Services. The Services contain certain Project Services. Personnel assigned to perform Project Services will possess the training, education, skills and competence necessary to perform their assigned responsibility, and unless Customer otherwise agrees, will be chosen from personnel ordinarily assigned to the performance of Services for Customer. When Service Provider proposes additional staff or resources for Project Services, Customer, at its option, may: (i) temporarily relieve Service Provider of Service Level obligations, so that Services may be performed with available staff or resources, without additional Charges or undue impact upon operations or user satisfaction; or (ii) authorize additional staff and resources, for which Customer will pay based on approved contract rate card, or (iii) adjust against any available credits to the Customer. There will be no additional charge for Project management performed by Contract Staff ordinarily assigned to performance of Services for Customer.

3.3 Location of Services. All Services will be provided by the Service Provider either at Customer premises or from the Service Provider Service Location specified in the applicable Service Description within the United States. No Services, in part or in full, will be performed from any Service Provider Service Location outside the United States, without expressed agreement of the Customer.

3.4 Reports. Service Provider will provide to Customer, the monthly and other periodic reports concerning Service Provider's service and performance specified in Schedule 7, Reports, such as data that are necessary and appropriate for the calculation and/or review of Service Levels and weekly time sheets for Customer dedicated personnel reflecting activities performed by the Service Provider. Additional reporting requirements and change procedures related to reporting are specified in Schedule 17, Governance Model. Periodic reports may be based upon Service Provider's standard forms of reports to its customers, if they provide the information that Customer reasonably requires or the reporting shall be based on the format specified by the Customer. Reporting requirements will contain read-only online access for responsible Customer management to tools used to manage delivery of service (e.g., "dashboards" for Service Level performance, trouble-ticket systems). Service Provider will provide all tools and procedures required for reporting Service Levels are implemented and customized as required at no additional cost to Customer.

3.5 [RESERVED].

3.6 Out-of-Scope Services and New Services. Customer may from time to time request that Service Provider perform an Out-of-Scope Service and New Services. Within five (5) business days of Customer's request, Service Provider will provide Customer with a written proposal for such Out-of-Scope Service or New Services that will address (i) a description of the services, functions and responsibilities Service Provider anticipates performing in connection with such Out-of-Scope Service or New Services; (ii) a schedule for commencing and completing such Out-of-Scope Service or New Services with commencement not later than thirty (30) days after Customer's approval (if any) of such Out of Scope

## Master Service Agreement

Service or New Services, unless otherwise mutually agreed by the Parties; (iii) Service Provider's prospective fixed price Fees for such Out-of-Scope Service or New Services, with a detailed breakdown of such Fees; (iv) a description of any new software or hardware to be provided by Service Provider in connection with such Out-of-Scope Service or New Services; and (v) such other information as may be requested by Customer.

The proposal shall constitute Service Provider's firm offer, irrevocable for ten (10) business days (or such longer period as required by such proposal, the "Response Period"), to perform such services as described in such proposal upon the terms and conditions set forth therein. Prior to the expiration of the Response Period, Customer shall notify Service Provider in writing if Customer elects to accept Service Provider's proposal and proceed with implementation of the Out-of-Scope Service or New Services upon the terms and conditions set forth therein (any such notice, a "Notice to Proceed"). If, within the Response Period, Customer gives notice to Service Provider not to proceed, or fails to give any notice to Service Provider, then Provider's proposal shall be deemed rejected and the proposal for the Out-of-Scope Service or New Services shall be deemed withdrawn, and Service Provider shall take no further action with respect to either. Upon Customer's issuance of a Notice to Proceed during the Response Period, as described above, Service Provider's proposal shall be deemed accepted by Customer and the terms and conditions thereof (as modified by written mutual agreement of the Parties in negotiations prior to issuance of such Notice to Proceed) shall be deemed to constitute such Out-of-Scope Service or New Services.

3.6.1 Service Provider will not begin performing any Out-of-Scope Service or New Services unless and until the Change has been approved in accordance with the Change Control Procedures (as defined in Section 5.6).

3.6.2 If Changes can be effected or Out-of-Scope Services or New Services performed with the resources available for performance of the Services, there will be no adjustment in Service Provider's Fees (other than through normal operation of charging metrics for additional or reduced consumption of chargeable resources). Service Provider's Fees for Out-of-Scope Services or New Services involving net additional or reduced resources will be at the rates specified in Schedule 5, Fees, unless there is no applicable fee specified for the type of Out-of-Scope Service or New Services requested and the Fees specified cannot reasonably be applied, in which case Service Provider's Fees for Out-of-Scope Services or New Services will be no higher than the fees that Service Provider then offers to its most favored customers.

3.6.3 The Parties will consider in good faith opportunities for gain-sharing with respect to Out-of-Scope Services or New Services.

3.7 Customer Performance of Services. This is a non-exclusive Agreement. Customer has the right to perform itself, over the Initial Term, or retain third parties to perform, any of the Services or the Out-of-Scope Services or New Services. To the extent Customer performs any of the Services or the Out-of-Scope Services or New Services itself, or retains third parties to do so, Service Provider will cooperate with Customer or such third parties as reasonably required to transition such Services to Customer or Customer's retained third parties. Service Provider's obligation to cooperate is subject to any third party agreement to the confidentiality restrictions that this Agreement imposes on Customer, and such cooperation will respect Service Provider's and Customer's commitments to contractual restrictions and obligations imposed by third party suppliers. In the event Customer reduces the Services pursuant to this Section, the Fees will be adjusted in accordance with applicable charging metrics and, if no such metric applies, the Change Control Procedures, to reflect the reduced scope of Services being provided by the Service Provider.

3.8 Business Continuity and Disaster Recovery. Service Provider will provide the business continuity services and disaster recovery services as specified in Schedule 23, Business Continuity and Disaster Recovery Plan, and that are specified in the applicable Service Description and Procedures Manual. In the event of a disaster, personnel ordinarily assigned to the performance of Services for Customer under this Agreement will, at Customer's request, be made available to perform business

continuity and disaster recovery services in cooperation with Customer. Service Provider will be excused from all SLAs impacted by such Customer requested personnel reallocation.

3.9 Excuse from Performance. In addition to the excused performance contemplated under Section 25 (Force Majeure), Service Provider will be excused from failures to achieve the Critical Transition Milestones, perform the Services, meet or exceed the Service Levels in this Agreement to the extent that (i) Customer fails to perform the retained services identified in the Service Description or other provisions of this Agreement and (ii) such failure or other acts or omissions of Customer or its agents (not undertaken at Service Provider's direction or with Service Provider's consent) directly causes Service Provider's failure to perform; provided, however, that Service Provider must (a) give Customer prompt notice of Customer's failure to perform such retained services resulting in such performance failure, (b) use its reasonable efforts to continue to perform despite Customer's failure to perform retained services and (c) use its reasonable efforts to mitigate the adverse consequences of Customer's failure to perform such retained services.

3.10 Additional Services. Other California local governmental bodies may be eligible upon mutual agreement between Customer and Service Provider to participate in this Agreement pursuant to the terms and conditions of the Agreement for the purchase of like services if such bodies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by Customer.

#### **4. TRANSITION**

4.1 General. Service Provider will perform or cause its Subcontractors to perform (as the case may be) all functions and services set forth in the Transition Plan and as otherwise necessary to accomplish the Transition of the Services from Customer to Service Provider, and will complete the Critical Transition Milestones on or before the dates set forth in Schedule 13 ("Transition Services").

4.1.1 Customer will not incur separate charges for Transition Services, beyond those identified in Schedule 5.

4.1.2 The Transition Services will be performed in accordance with the Transition Plan, in a manner intended to minimize any adverse impact on Customer's business and without causing a material disruption to Customer's business or operations.

4.1.3 Customer will perform or cause its agents and subcontractors (as the case may be) to perform all of its obligations set forth in the Transition Plan in a timely manner that will not prevent or delay the Transition or Service Provider's timely completion of the Critical Transition Milestones. In the event that action or inaction of Customer or any agent or subcontractor (other than action or inaction undertaken at Service Provider's direction or with its consent) prevent or delay Transition or any Transition Milestone, Service Provider's performance will be excused for the period of the delay caused by Customer. In the event that action or inaction of Service Provider or any Service Provider's agents or subcontractors prevents or delays any Transition Milestones or Critical Transition Milestones, Customer shall be entitled to Corrective Assessments, if any, set forth in the Transition Plan.

4.1.4 Service Provider will designate an overall manager for all Transition related activities and Services (the "Transition Manager"). Until the Transition has been completed, such Transition Manager will review with the Customer Contract Executive or designated Transition Manager the status of the Transition Services for which that individual is responsible on a weekly basis.

4.2 Relocation of Service Provider Operations. Any relocation of a material portion of Service Provider's operations related to any Services will be conducted pursuant to a formal, written migration plan for orderly transition and uninterrupted Service prepared by Service Provider and approved by Customer. Any breach of such a migration plan by Service Provider will constitute a breach of this Agreement. All of Service Provider's obligations contained in this Agreement will continue to apply during

and after any such relocation or migration (except to the extent expressly excused at specific times in a migration plan). Relocation of Service Provider's operations to countries other than those where such operations are then performed will be conditioned upon Customer's agreement, in its sole discretion, which may depend upon reductions in applicable fees for Services related to those operations. Without limiting the foregoing, any relocation of Service Provider's operations related to any Services shall require Customer's prior approval.

4.3 Extension of Commencement Date. The following terms will apply to an extension of a Service Commencement Date.

4.3.1 Upon notice from Customer that Customer desires Service Provider to extend a Service Commencement Date by more than thirty (30) days, Service Provider will extend the Transition Schedule for the applicable period of time Customer has requested, and Customer will reimburse Service Provider for any additional verifiable direct costs or expenses reasonably incurred by Service Provider as a result of such delay.

4.3.2 If a Service Commencement Date is extended for more than thirty (30) days as a result of delays caused by Service Provider: (i) Service Provider will reimburse Customer for any verifiable direct costs or expenses incurred by Customer as a result of such delay, including the cost associated with procuring Services from a third party; and (ii) Customer may terminate this Agreement for cause in accordance with the provision 15.4.1 of this Agreement.

4.3.3 If either Party incurs costs in connection with the extension of the Transition Schedule for which the other Party is responsible pursuant to this Section, the Party incurring the costs will be obligated to use all commercially reasonable efforts to minimize such costs.

4.4 Consents. Service Provider will obtain, at Service Provider's expense, Consents required to use Service Provider Third-Party Software and Service Provider Software, as each is defined in Schedule 24. Customer will obtain, at Customer's expense and with administrative assistance from Service Provider, Consents required to use Customer Third-Party Software and Customer Software as each is defined in Schedule 24. Customer will pay any additional charge for Consents obtained to allow Customer to continue to use the Service Provider Third Party Software after termination of this Agreement. Customer will pay such costs unless Schedule 24 specifies that Service Provider will acquire a perpetual use license for Customer. Service Provider will be required to obtain Consents that allow Customer to continue to use Service Provider Third Party Software after the termination of this Agreement only as is specified in Article 16, Intellectual Property Rights. Without limiting the generality of the foregoing, Customer shall have the right to determine when it may be necessary or desirable to acquire a license to a substitute product, at Customer's expense, if Service Provider is unable to obtain Consent on commercially reasonable terms and in a commercially reasonable time. In no event will Service Provider use any Customer Software in the absence of an appropriate Consent.

## 5. OPERATION

5.1 Service Locations. The Services will be provided to Customer from the Service Locations as specified in Schedule 15, Service Locations, at the locations specified in Schedule 15, and any other location for which Service Provider has received Customer's approval.

5.1.1 [RESERVED].

5.1.2 [RESERVED].

5.1.3 Service Provider will bear any costs of transition occasioned by Service Provider's relocation of Services as a result of changes in Law where the change in location is not addressed in Schedule 15 or otherwise requested by Customer. If any change in Law requires Customer's relocation of Services, Customer will bear any costs of transition occasioned by such relocation.

5.1.4 Any change in the location where the Services are performed during the term of this Agreement must be approved in advance and in writing by Customer in accordance with Section 4.2, above. Customer will not unreasonably withhold or delay consent, but Customer may condition its consent upon reasonable assurances of timely performance without any material disruption or interruption of the Services, such as approval and performance of a mutually agreed migration plan. Customer will have the right to withhold consent if a change in Service Location results in Services being performed from a location outside the United States.

5.1.5 Any relocation of operations undertaken at Service Provider's initiative will be undertaken in accordance with Section 4.2, above, at Service Provider's expense (such as, reimbursement of Customer's reasonable, actual costs related to relocation, payment of any and all taxes attributable to relocation, taxes, or increases in taxes upon the Services, and reimbursement of any additional, continuing costs related to relocation).

5.1.6 In the event that any change has a material increase on the Fees, Customer will not bear or be charged or be responsible for any additional one-time or ongoing expenses or Fees as a result of the relocation of Services. Customer will have the right to terminate this Agreement upon notice to Service Provider, without any obligation to pay any Termination for Convenience Fees or other amounts if the Service Location change has material impact on Fees.

5.2 English Language. All records and invoices will be maintained in and all oral and written communications (including without limitation meetings, telephone calls, reports, notices and conferences) will be conducted exclusively in the English language. Unless otherwise agreed in writing, all Contract Staff, including Key Personnel, will be fluent in the English language (or the language of those with whom they interact), and those who interact with Customer employees, customers and vendors must be readily understandable to those employees.

5.3 Customer Architecture, Policies and Procedures. In providing the Services to Customer, Service Provider must adhere to Customer's information management technical architecture, standards, guidelines, policies and procedures, Customer's applicable internal controls as they may be modified and communicated in writing to Service Provider by Customer prior to Effective Date provided, however, that if Customer modifies its technical architecture in a manner that requires Service Provider to acquire new hardware, software or other resources that materially increases Service Provider's costs above what had been planned and such is not a scheduled update or upgrade to the existing Software or hardware used to provide the Services, the modification will be considered a Change that is subject to the Change Control Procedure. Except as provided in this Article 5.3 adjustments in Services in accordance with this Section will be deemed to be within the scope of the Services to the same extent and in the same manner as if expressly described in this Agreement.

5.4 Currency of Services, Technology. Service Provider will, without any additional Fee, cause the Services, as approved by Customer, to evolve and to be modified, enhanced, supplemented and replaced as necessary for the Services to keep pace with technological advances and advances in the methods of delivering services. In particular, and without limiting the generality of the preceding sentence, Service Provider's software, tools, utilities, methodologies, processes and other normal procedures for performing Services will be upgraded and enhanced as and when upgraded or enhanced for Service Provider's own business and the support of its customers generally; Service Provider will keep such software, tools, utilities, methodologies, processes and other normal procedures on current supported releases as reasonably determined by Customer; Service Provider will keep material hardware for which Service Provider has financial responsibility, as designated in Schedule 28, Financial Responsibility Matrix, under warranty and/or manufacturer's service contracts; and Service Provider will refresh hardware for which Service Provider has financial responsibility, as designated in Schedule 28, at reasonable intervals, consistent with good industry practice and as required to achieve agreed performance standards. Third party tools and utilities used to perform Services will be maintained on current, or near-current, supported releases. Adjustments in Services in accordance with this Section will be deemed to be within the scope of the Services to the same extent and in the same manner as if expressly described in this Agreement.

5.5 Procedures Manual. Within ninety (90) days after the Effective Date, with Customer's input and cooperation, Service Provider will prepare a Procedures Manual in the form and scope agreed to by the Parties and will deliver the procedures manual to Customer, for Customer's approval ("Procedures Manual").

5.5.1 The Procedures Manual will contain Service Provider's procedures for performing the Services so that the Services are performed accurately and in a timely manner, and will contain all operations manuals, support plans and user guides necessary and sufficient to document such procedures to Customer's satisfaction. Service Provider will perform the Services in accordance with the Procedures Manual.

5.5.2 Following Customer's review of the Procedures Manual, Service Provider will proactively revise the Procedures Manual on an ongoing basis and will resubmit the Procedures Manual for approval, as reasonably requested by Customer. On at least an annual basis, and at least 30 days prior to each anniversary of the Service Commencement Date, Service Provider will update the Procedures Manual to reflect any Changes in the operations or procedures described.

5.6 Change Control Procedures. Customer or Service Provider may propose Changes. All such Changes will be implemented pursuant to the procedures set forth in Schedule 14 ("Change Control Procedures").

5.6.1 Subject to Article 5.8 routine changes, such as all Changes that do not require material, net additional cost, effort or resources, or that can be accommodated with the resources ordinarily available for performance of the Services without impact to Service Levels, Projects or Deliverables, will not result in any increase or decrease to the Fees. Charges for Changes that do require material, net additional cost, effort or resources, or that cannot be so accommodated, will be determined in accordance with Section 3.6.2, above.

5.6.2 If Service Provider and Customer are not able to agree on (i) the effect of the Change, if any, on the Fees and the manner in which such effect was calculated, (ii) the effect of the Change, if any, on Service Levels and any necessary revisions thereto, or (iii) the anticipated time schedule for implementing the Change, then the issue will be resolved in accordance with the dispute resolution procedure set forth in the Schedule 17, Governance Model, and Article 21 of this Agreement; provided, however, Service Provider will not proceed with any Change while the Parties seek to resolve such disagreement. Service Provider shall not implement any change in its performance of Services that would have a material, adverse effect upon Customer's use or receipt of the Services, or increase Service Provider's Fees or Customer's other costs, without Customer's approval, which Customer may give or withhold in its sole discretion. Service Provider may make temporary changes in its operations required by an emergency if prior approval is impractical, but in such cases shall promptly document and report such emergency changes to Customer. If Customer agrees that such temporary Change was reasonably required, Customer agrees to reimburse Service Provider for reasonable costs of implementing such temporary Change.

5.6.3 Service Provider will not be required to comply with any such Change request if its compliance will violate applicable Law. Service Provider will promptly inform Customer if it determines it cannot implement the Change mandated by Customer and comply with applicable Law.

5.6.4 Service Provider will not invoice, and Customer will not be liable for, any Change or Out-of-Scope work performed by Service Provider unless a Change has been approved in accordance with the Change Control Procedures. The Fees for such work will be specified in the applicable Change request form.

5.7 [RESERVED].

5.8 Prioritization of Scheduling. Service Provider agrees that Customer will retain final discretion over the priorities in scheduling performance of the Services, such as any Projects, and may

change priorities from time to time via the Governance Processes. If a change in priorities by Customer will adversely affect any Service Level, Service Provider will, if practicable notify Customer's Contract Executive of the expected impact ("Impact Assessment") of the change in priorities. If Customer's Contract Executive approves the change in priorities, and there is a failure to meet a Service Level that Service Provider notified Customer may occur in the Impact Assessment, then the failure to meet the Service Level will be excused to the extent caused by the change in priorities. Customer acknowledges that changes in priorities may affect ongoing performance of Services and Fees and other costs to Customer. Service Provider agrees to cooperate with Customer and use diligent efforts to minimize additional costs, Fees or other adverse effects, and further agrees that Customer may adjust priorities, temporarily relieve Service Provider from Service Level or other obligations or authorize additional staff, Services or other resources in Customer's sole discretion.

## **6. INDEPENDENT CONTRACTOR**

Service Provider and all person(s) employed by or contracted with Service Provider to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Customer. Service Provider has full rights to manage its employees in their performance of Services under this Agreement. Service Provider is not authorized to bind Customer to any contracts or other obligations. Neither Party's personnel will be eligible to participate in any of the employee benefits or similar programs of the other Party. Service Provider will inform the Contract Staff that they will not be considered employees of Customer for any purpose, and that Customer will not be liable to any of them as an employer in any amount for any claims or causes of action arising out of or relating to their assignment in connection with this Agreement or release therefrom. Service Provider is responsible for determining, providing and administering all compensation paid and benefits provided to the Contract Staff, and is responsible for withholdings for FICA, federal, state and local income taxes on wages and benefits for the Contract Staff. Service Provider is responsible for the eligibility of the Contract Staff to work in each jurisdiction where they are providing Services to Customer and for reporting to the appropriate federal, state and local agencies all compensation and payment of all applicable taxes arising therefrom. Customer has no authority to supervise, discipline, direct, control or instruct any of Service Provider's personnel.

## **7. SERVICE PROVIDER STAFF**

7.1 Service Provider Contract Executive. Service Provider will appoint the individual specified in Schedule 9 to be the Service Provider Contract Executive. The Service Provider Contract Executive will, from the date of this Agreement serve, on a full-time basis, as Service Provider's primary representative under this Agreement.

7.1.1 Service Provider's appointment of any Service Provider Contract Executive will be subject to Customer's approval.

7.1.2 The Service Provider Contract Executive will (i) serve as Service Provider's single point of accountability for the Services, (ii) have day-to-day authority for facilitating Customer satisfaction and (iii) be authorized to act for and on behalf of Service Provider with respect to all operational matters relating to this Agreement.

7.1.3 [RESERVED].

7.1.4 Service Provider agrees that Customer satisfaction will be a key performance incentive for the compensation of the Service Provider Contract Executive. Customer may provide recommendations to Service Provider regarding the criteria to be used in evaluating the Service Provider Contract Executive's eligibility for incentive-based compensation. Service Provider will (i) consider such recommendations in good faith, (ii) implement such recommendations, to the extent consistent with Service Provider's policies regarding incentive-based compensation, and (iii) notify Customer if Service Provider is not able to implement any such recommendations.

7.2 Key Service Provider Personnel. The individuals specified in Schedule 9 will be the initial Key Service Provider Personnel. All Key Service Provider Personnel will be dedicated to the Customer account on a full-time basis unless otherwise agreed by Customer.

7.2.1 Before assigning any new individual to a Key Service Provider Personnel position, Service Provider will (i) consult with Customer regarding the proposed assignment, (ii) introduce the individuals to appropriate representatives of Customer and provide Customer the opportunity to interview such individual, (iii) subject to applicable Law, provide Customer with any information regarding the individuals that may be reasonably requested by Customer, (iv) agree to Customer's request to conduct a background check on such individuals and (v) obtain Customer's approval for the proposed assignment.

7.2.2 [RESERVED].

7.3 Replacement. Service Provider will replace or reassign the Service Provider Contract Executive and Service Provider Key Personnel only in accordance with this Section.

7.3.1 Service Provider will not replace or reassign any of the Key Service Provider Personnel, without Customer's prior consent, which consent shall not be unreasonably withheld, for twenty-four (24) months from the Effective Date (in the case of those initially assigned), or the date of an individual's first assignment to the Customer account, as applicable, unless Customer consents to such reassignment or replacement or such person (i) voluntarily resigns from Service Provider, (ii) is dismissed by Service Provider for cause, (iii) fails to perform his or her duties and responsibilities pursuant to this Agreement or (iv) dies or is unable to work due to his or her disability.

7.3.2 After the initial twenty-four (24) month period, Service Provider will not reassign any of the Key Service Provider Personnel without prior consultation with Customer and with thirty (30) days prior written notice.

7.3.3 If Customer decides that any of the Key Service Provider Personnel should not continue in that position, then Customer may, in its sole discretion and upon notice to Service Provider, require removal of the Key Service Provider Personnel from the Contract Staff. Service Provider will, as soon as reasonably practicable, replace such person. Customer will generally provide at least two (2) months notification to allow Service Provider time to identify and transition new personnel in the event of a removal request, unless such Key Personnel's continued performance is not acceptable to Customer or Customer reasonably believes that immediate removal is warranted.

7.4 Contract Staff. Service Provider will appoint a sufficient number of individuals to the Contract Staff so that the Services are provided in accordance with the Service Levels and generally accepted industry practices. Only individuals with proper education and experience and with suitable training and qualifications to perform the Services may be appointed to the Contract Staff. Except as otherwise approved by Customer in its sole discretion, Contract Staff working at any Customer Service Location may only provide Services that support Customer's operations and will not, during such time, provide services for other Service Provider customers. Service Provider will notify Customer as soon as reasonably practicable after dismissing or reassigning any member of the Contract Staff whose normal work location is at a Customer Service Location. Service Provider personnel should introduce themselves as Customer team members internally and externally. Service Provider personnel must not introduce themselves as Customer's employees.

Service Provider will inform Customer about the non-availability of Contract Staff adhering to the following schedule: (a) For absences exceeding 10 business days inform no later than three (3) weeks before the expected absence; (b) For absences between 5-10 business days inform no later than two (2) weeks before the expected absence and (c) Promptly inform Customer of any ad-hoc absences. In all cases of absence of Contract Staff Service Provider shall provide that there will be no impact to the Services being delivered to Customer. Customer shall not pay corresponding prorated Fees for vacancies

or absences in excess of agreed schedule of Contract Staff, unless prior agreement has been reached for adequate backfill for such Contract Staff.

7.5 Turnover of Contract Staff. To ensure consistency of service delivery and minimize personnel learning curves, Service Provider agrees to minimize the amount of turnover in its staff assigned to the Customer's account to a maximum of ten percent (10%) per Contract Year.

7.6 Unacceptable Contract Staff. Subject to applicable Laws, Customer may inform Service Provider if Customer determines that any member of the Contract Staff is unacceptable, such as Customer's determination that such individual (i) is not qualified to perform the responsibilities required for the position held by such individual, (ii) is not performing his or her responsibilities to Customer's reasonable satisfaction in accordance with this Agreement, (iii) has violated any term or condition of this Agreement, such as the security obligations or breach or violation of Customer policies, procedures and directives, (iv) does not pass the background check process that may be required or (v) is not performing effectively with Customer, or in a manner consistent with Customer's best interests. Within five (5) days following Customer's request, the Parties will review the matters, and if, after such review, the Parties do not otherwise agree, Service Provider will remove the individual from the Contract Staff. Customer shall have no responsibility for any termination of employment or other disciplinary action that Service Provider or its subcontractors may take in respect of any of their personnel. In urgent cases (incidents involving dishonesty, serious misconduct or danger to others), Customer reserves the right to require the Service Provider to remove, and Service Provider shall immediately remove, the relevant member(s) of the Contract Staff. Service Provider will manage the replacement of such Contract Staff without disrupting Services during the replacement period and training period of new staff. Customer will not be liable for any costs related to adding such replacements to Contract Staff.

7.7 Subcontractors. Service Provider may subcontract the performance of Services only in accordance with this Section.

7.7.1 Prior to subcontracting any of the Services, Service Provider must first notify Customer of the proposed subcontract and Subcontractor and obtain Customer's prior approval, except that Service Provider may, without Customer's prior approval, (i) enter into subcontracts for the third party services or products of the Subcontractors listed in Schedule 18 as pre-approved as of the Effective Date, or (ii) in the ordinary course of business, enter into subcontracts for third party services or products for which total estimated or anticipated value is less than fifty thousand dollars (\$50,000) in Services to Customer in any Contract Year; provided, however, that such subcontract does not constitute a material portion of the Services and/or are not exclusively dedicated to Customer. Contract Staff shall not consist of more than 20% of subcontractor personnel unless otherwise approved by Customer.

7.7.2 Any subcontract must contain : (i) terms and conditions at least as protective of Customer and its confidential and proprietary information as the terms and conditions of this Agreement, (ii) the terms in Schedule 12 on Data Protection and Privacy, (iii) Article 14, Compliance and Audit, (iv) waivers of any lien rights, (v) an acknowledgment that Customer will have no liability to Subcontractor for amounts that are owed to Subcontractor arising out of the Services, and (vi) provisions for transfer of the subcontract to Customer or a successor service provider upon expiration or termination of this Agreement. Upon reasonable notice, at the request of Customer, Service Provider will allow Customer to review the non-financial terms of any subcontract for Services to the extent necessary to verify that the subcontract complies with the terms of this Agreement.

7.7.3 Prior to materially amending, modifying or otherwise supplementing any subcontract relating to the Services that requires Customer approval and that affects Customer, Service Provider must notify Customer of the proposed amendment, modification or supplement and must obtain Customer's approval.

7.7.4 No subcontracting will release Service Provider from its responsibility for its obligations under this Agreement. Service Provider will be responsible for the work and activities of any Subcontractor, such as compliance with the terms of this Agreement.

7.7.5 Customer may revoke its approval of any subcontractor whose performance Customer reasonably believes to be deficient, and in such cases Service Provider shall discontinue use of the subcontractor's products and/or services and provide substitutes therefore.

7.7.6 Service Provider will be responsible for all payments to its Subcontractors and will indemnify, defend and hold Customer harmless from and against all Claims by its Subcontractors pursuant to Section 22.1.

## **8. FACILITIES USE**

8.1 Customer Facilities. To the extent specified in an applicable Service Description, Customer will make available to Service Provider furnished space in the Customer Service Location specified in such Service Description for the purpose of allowing Service Provider to perform the Services.

8.2 Relocation of Customer Service Location. If Customer directs Service Provider to relocate from one Customer Service Location to another Customer Service Location, Service Provider will do so; provided, however, that (i) Customer will provide reasonable advance notice to Service Provider of any such relocation, (ii) Customer will (a) provide comparable space and facilities in such relocated Customer Service Location in accordance with the applicable terms of this Agreement, or, at Customer's option, (b) reimburse the reasonable, actual cost of substitute space; and (iii) Customer will reimburse Service Provider for any direct out-of-pocket costs incurred by Service Provider as a result of such relocation that are accompanied by supporting documentation. Prior to the relocation, Service Provider will provide Customer with an Impact Assessment of any such relocation. In the event such move impairs Service Provider's ability to meet Service Levels as Service Provider notified Customer in the Impact Assessment, Service Provider will be relieved from its obligation to meet those Service Levels for a reasonable period of time to the extent impairment is caused by the relocation. Service Provider shall relocate affected operations in an orderly manner, pursuant to a plan approved by Customer, so as to minimize any interruption in affected Services or other adverse effects upon Customer, its business, operations or affairs.

8.3 Service Provider Use of Facilities. Unless obtaining Customer approval to the contrary, Service Provider will: (i) use the space in the Customer Service Location for the sole purpose of providing the Services and otherwise meeting its obligations under this Agreement; (ii) comply with the leases and other agreements applicable to the Customer Service Location; and (iii) comply with all policies and procedures governing access to and use of Customer Service Location, which policies and procedures will be provided to Service Provider prior to its access and use of the Customer Service Location.

8.3.1 Use of such facilities by Service Provider does not constitute leasehold or sub leasehold interest in favor of Service Provider, but is instead a license, revocable by Customer at any time.

8.3.2 Service Provider will use the Customer Service Locations in a reasonably efficient manner. To the extent that Service Provider inappropriately operates the space in a manner that increases facility costs incurred by Customer disproportionate to that reasonably required for Service Provider's provision of Services to Customer, Service Provider will reimburse Customer for such additional costs.

8.3.3 Service Provider will keep the Customer Service Locations in good order, not commit or permit waste or damage to such facilities and not use such facilities for any unlawful purpose.

8.3.4 When the Customer Service Locations are no longer required for performance of the Services, Service Provider will return such locations to Customer in substantially the same condition as when Service Provider began using such locations, ordinary wear and tear excepted.

8.4 Facilities-Related Services. Service Provider will permit Customer and Customer agents to enter into those portions of the Customer Service Locations occupied by Service Provider's staff at any time to perform facilities-related services (such as, for example, repairs to the building). Prior to the facilities-related services, Service Provider will provide Customer with an Impact Assessment of such facilities-related services. In the event such entrance or presence impairs Service Provider's ability to meet one or more Service Levels as notified to Customer in the Impact Assessment, Service Provider will be relieved from its obligation to meet those Service Levels for a reasonable period of time to the extent impairment is caused by the Customer's performance of the facilities-related services.

8.5 Improvements. Service Provider will not make any improvements or changes involving structural, mechanical or electrical alterations to the Customer Service Locations without Customer's approval, which Customer will not unreasonably withhold if Service Provider demonstrates that such improvements or changes are reasonably necessary to provide the Services and to meet Service Provider's other obligations under this Agreement. Approved improvements will become Customer's property, or that of Customer's lessor, if so required under applicable leases. Service Provider shall keep Customer's property, and that of its lessors, free from mechanic's, materialmen's and other liens of every kind and take all reasonable measures that Customer or its lessors may require (such as posting of bonds and obtaining releases of claims of lien).

## **9. MANAGED AND ASSIGNED AGREEMENTS**

9.1 Managed Agreements. Service Provider will manage, administer and maintain the Managed Agreements at no additional cost to Customer. The Managed Agreements are specified in Schedule 8, Managed and Assigned Agreements. Service Provider will provide Customer with reasonable notice of any option, renewal, termination or cancellation dates and fees with respect to the Managed Agreements. Service Provider will not renew, modify, terminate or cancel, or request or grant any consents or waivers under any Managed Agreements without the consent of the appropriate entity or unit of Customer.

9.2 Invoices. Service Provider will (i) receive all Managed Agreement Invoices, (ii) review and correct any errors reasonably known to Service Provider in any such Managed Agreement Invoices in a timely manner and (iii) submit such Managed Agreement Invoices to Customer within two weeks prior to the due date or, if a discount for payment is offered, two weeks prior to the date on which Customer must pay such Managed Agreement Invoice in order to receive a discount.

9.2.1 Customer will be responsible for paying the Managed Agreement Invoices after processing by Service Provider. Customer will be responsible for any late fees in respect of the Managed Agreement Invoices if Service Provider submits the applicable Managed Agreement Invoices to Customer for payment according to the timeline specified above in Section 9.2

9.2.2 If Service Provider fails to submit a Managed Agreement Invoice to Customer for payment in accordance with the preceding sentence, and such failure is due to an act or omission on the part of Service Provider, Service Provider will be responsible for any discount not received, any late fees incurred, or any other adverse action taken by a third party pursuant to the terms of such Managed Agreement with respect to such Managed Agreement Invoice. Without limiting the foregoing, Service Provider shall be responsible for payment of such Managed Agreement Invoices, without reimbursement from Customer, that Service Provider fails to submit to Customer within 60 days of receipt by Service Provider.

9.2.3 Customer will not be responsible to Service Provider for any management, administration or maintenance fees of Service Provider in connection with the Managed Agreement Invoices.

9.3 Assigned Agreements. As of the applicable Service Commencement Date, Service Provider will assume all responsibility for the Assigned Agreements specified in Schedule 8.

9.3.1 Charges relating to Assigned Agreements will be pro-rated as of the relevant Service Commencement Date or the date of assignment, as appropriate. Service Provider will be solely responsible for paying all charges under such Assigned Agreements that may become payable after such date. Service Provider will pay the invoices submitted by third parties in connection with the Assigned Agreements and will be responsible for any late fees incurred with respect to such third party invoices.

9.3.2 Service Provider will consult with Customer prior to taking any action to renew, modify, terminate or cancel, or request or grant any consents or waivers under any Assigned Agreement. Any modification, termination or cancellation fees or charges imposed upon Customer in connection with any modification, termination or cancellation of, or consent or waiver under, the Assigned Agreements will be paid by Service Provider.

9.4 Breach of Agreements. Service Provider will promptly notify Customer of any breach of, misuse or fraud in connection with, any Managed Agreements or Assigned Agreements that Service Provider knows occurred or reasonably should know has occurred. Service Provider will cooperate with Customer to prevent or stay any such breach, misuse or fraud.

9.4.1 Service Provider will pay all amounts due for any penalties, liquidated damages, late charges or other similar charges (such as amounts due to a third party) as a result of (i) Service Provider's non-performance or breach of its obligations under the Assigned Agreements or (ii) Service Provider's breach of its assumed obligations with respect to the Managed Agreements, or (iii) breaches of Managed Agreements attributable to Service Provider's acts or omissions.

9.4.2 Customer will reimburse Service Provider for any penalties, liquidated damages, late charges or other similar charges incurred by Service Provider for any non-performance or breach of Customer's obligations under the Managed and Assigned Agreements that are the result of an act or omission by Customer (excluding acts or omissions undertaken at Service Provider's direction or with Service Provider's consent).

9.5 Improved Terms. Service Provider will use its commercially reasonable efforts to:

9.5.1 introduce service levels which reflect industry best practices for services provided under the Managed Agreements and Assigned Agreements, respectively, upon renewal of any such Managed Agreements and Assigned Agreements; and

9.5.2 effect savings, pricing reductions and improved services in all Managed Agreements (other than those agreements exempted from this requirement and identified as such in Schedule 8) at the earliest practicable date by renegotiation and using its purchasing power to obtain discounts, improved services, improved service levels and better overall pricing.

9.5.3 Subject to the terms of third-party agreements, Service Provider shall pass on any group purchasing savings or supplier discounts to Customer and shall not charge any price mark-up for IT asset purchases requested by Customer.

9.6 Replacement of Providers. Service Provider will be entitled upon notification to Customer and consent by Customer, which consent will not be unreasonably withheld, to replace and substitute service providers under Assigned Agreements, either on renewal of such agreements, or prior to renewal upon the service provider's default or other similar reason for early termination of an Assigned Agreement by Service Provider. All contracts with replacement providers shall be freely transferable to Customer. Customer may replace or substitute service providers under Managed Agreements at any time, in its discretion.

**10. SERVICE LEVELS**

10.1 General. Service Provider will perform the Services at the Service Levels in accordance with Schedule 4.

10.1.1 Service Provider shall maintain the Service Levels set forth in Schedule 4 following Transition.

10.2 [RESERVED].

10.3 [RESERVED].

10.4 Root Cause Analyses. In the event of any failure to provide the Services in accordance with the applicable Service Levels (whether or not excused), Service Provider will within five (5) business days of such failure, or such other time period as may be specified in the applicable Service Levels Schedule or as may be mutually agreed, (i) perform a root-cause analysis to identify the cause of such failure, and (ii) provide Customer with a report detailing the cause of, and procedure for correcting such failure. Upon Customer's approval of such procedure, implement such procedure as per mutually agreed timeframe, and provide Customer with assurance satisfactory to Customer that such failure will not recur following the completion of the implementation of the procedure.

**11. PAYMENT TERMS**

11.1 Fees. In consideration of Service Provider providing the Services, Customer will pay to Service Provider the Fees as set forth in Schedule 5. The Fees set forth in Schedule 5 define charges for all tools, software, personnel and other resources required to provide Services to Customer. Except as expressly set forth in this Agreement, there will be no other charges or Fees payable by Customer in respect of Service Provider's performance of its obligations under or in connection with this Agreement, other than retained or pass-through costs expressly identified in applicable Schedules, which shall, to the extent possible, identify and estimate all third party costs to be retained by or passed through to Customer. Customer shall not pay any handling charge or administrative charge or markup on any pass-through cost or cost reimbursement. Customer may set-off against the Fees any amounts owed to Customer by Service Provider, as provided below. Further, Customer shall have no obligation to pay or reimburse any Pass-Through or other expense of any kind except to the extent required by the express terms of the Agreement or from time to time agreed in writing by the Parties' authorized representatives. Customer shall not pay for vacancies or absences in excess of agreed schedule of Contract Staff, as identified in Schedule 5, unless prior agreement has been reached for adequate backfill for such Contract Staff.

11.2 Invoicing. No later than the tenth (10th) day of each calendar month during the term of this Agreement, Service Provider will invoice Customer for the Services performed in the prior month.

11.2.1 Unless otherwise specified in Schedule 5, Service Provider will invoice the Fees in United States Dollars.

11.2.2 Each of Service Provider's invoices will (i) set forth (a) any pass-through expenses incurred and billable under the express terms of this Agreement and (b) any discounts, credits or charges, such as Service Credits, Additional Resource Charges and Reduced Resource Credits, charged or issued during the period to which such invoice relates, and (ii) reflect any adjustment to or change in the Fees implemented during the period to which such invoice relates. Service Provider's invoices will be in the format attached as Schedule 26, will describe or be accompanied by all relevant calculations., and allocate Service Provider's charges in a manner consistent with Customer's reasonable chargeback requirements.

11.2.3 All invoices must be presented within one-hundred eighty (180) days after the end of the relevant month or completion of the relevant milestone. Customer will not be obligated

to pay any amount (including any allowable pass-through expense) not invoiced in accordance with this Agreement within such time period.

11.3 Payment. The undisputed Fees will be due and payable to Service Provider within thirty (30) days of receipt of Service Provider's invoice.

11.4 Credits and Refunds. Service Provider will promptly provide credit to Customer on invoices for the previous month's vacancies or absences exceeding agreed schedule of Contract Staff, identified in Schedule 5. Service Provider will promptly credit any payment made to which Service Provider is not entitled under this Agreement and refund to Customer any such payment for which there are not sufficient Additional Resource Charges under the then-current invoice against which to credit the overpayment. If Service Provider receives any refund, credit or other rebate (such as deposits) in connection with any Managed Agreement or Assigned Agreement that is attributable to periods prior to the Effective Date or for which Customer retained financial responsibility after the Effective Date, then Service Provider will promptly (i) notify Customer of such refund, credit or rebate and (ii) pay to Customer the full amount of such refund, credit or rebate in cash. Service Provider will reimburse Customer for all prepaid amounts related to the Services to the extent that Service Provider receives the benefit of any such pre- payment.

11.5 Taxes. Customer shall pay all applicable taxes on Services provided by the Service Provider. Customer is not responsible for any taxes based on the income of Service Provider. In addition, Customer is not responsible for taxes paid by Service Provider relating to employees and resources acquired by Services Provider to provide the Services.

11.6 Disputed Amounts. Customer may reasonably dispute an amount on an invoice and may withhold payment of such disputed amount. In such event, Customer will promptly notify Service Provider in writing of the disputed amount, with an explanation of the reasons therefore. Following notification of a disputed invoice charge, the Parties will use their reasonable endeavors to resolve the disputed amount within fifteen (15) days. If the Parties cannot resolve the disputed amounts within fifteen (15) days, then the matter will be escalated to the representatives of the Parties specified in Article 21 for resolution. Upon resolution, the amount, if any, payable will be paid to Service Provider. If the aggregate amounts withheld or set off exceed twice the average monthly invoiced amount from Service Provider, Customer shall place such amounts in an escrow account ("Escrow Account") in an FDIC-insured bank chosen by Customer, pending resolution of the dispute by mutual agreement or pursuant to Article 21. Amounts held in escrow (with interest received, if any) shall be released upon joint instruction of the Parties following any settlement or other mutual agreement, or as determined by final adjudication of the dispute (less, in either case, reasonable, applicable escrow costs, which shall be equally divided).

11.7 Setoff and Withholding. Except as set forth in this Section 11, Customer will not withhold payment of any undisputed amounts. If Service Provider fails to pay when due any amount due under the Assigned Agreements for which Customer remains liable, then upon written request, the Parties' Contract Executives shall immediately consult concerning the matter and make reasonable efforts to resolve the matter within thirty (30) days after the request. If the Parties are unable to resolve the matter, then Customer may pay the obligation and withhold or set off the amount reasonably believed to be owed from Service Provider's invoices.

11.8 Equitable Adjustment. In the event of an increase or decrease of fifteen percent (15%) or more in the total fees, total consumption of all chargeable resources, and total volume of Services that the parties anticipated would otherwise be the case during any three month period that this Agreement is in effect, then either Party may request, via the Change Control Procedure, an equitable adjustment of relevant charges to account for (i) net increases or decreases in costs of performance, (ii) costs of acquisitions or dispositions of assets, (iii) one time costs associated with effecting changes, and (iv) a reasonable allowance for profit. Termination for Convenience Fees shall also be adjusted to reflect changes in scope, investments in and dispositions of assets, and other related changes in un-amortized costs to be recovered thereby in the event of termination.

**12. MOST FAVORED CUSTOMER**

Service Provider represents, warrants and covenants that at all times during the Term, the Fees are at least as favorable to Customer as the most favorable prices then offered or provided by Service Provider to any other commercial or government customer for services substantially similar to the Services being provided to Customer under this Agreement. For these purposes, "substantially similar" will be understood to mean taking into account the geography served, service levels, service locations, in-scope processes, volumes, systems used, industry served, and other material transaction elements. If Service Provider offers or provides services to any other commercial or government customer that are substantially similar to the Services provided to Customer for prices lower than the prices being charged to Customer, then Customer's price for the Services will be automatically reduced to be commensurate with such more favorable prices as of the date such more favorable price is provided to such other commercial or government customer. In the event of a Change, the pricing for any new services or work will be as low as that granted by Service Provider to any substantially similar customer for such services or work bearing in mind all of the relevant circumstances in which such services or work are provided.

**13. BENCHMARKING**

In accordance with Schedule 6, Service Provider shall be subject to a continuing benchmarking program of the Services, taking into consideration adjustments for reasonably comparable elements of the Services, that shall enable Customer to compare the Fees and Service Levels set forth in this Agreement with, and ensure that said Fees and Service Levels are similar in price and quality to, similarly bundled service offerings (accounting in the aggregate for the scope, service levels, duration, and volume of business) of other IT service providers.

**14. COMPLIANCE AND AUDIT**

14.1 Compliance with Laws. Each Party will obtain and maintain all Authorizations applicable to such Party at its own expense. Service Provider will comply with all Laws, and Regulatory Requirements, applicable to Service Provider's delivery of the Services and its performance of this Agreement, such as those imposed on Customer but applicable to activities or tasks that Service Provider undertakes pursuant to this Agreement. Customer will comply with all Laws applicable to Customer's receipt of Services and its performance of this Agreement. In particular, and without limiting the generality of the foregoing, (i) Service Provider will comply with applicable privacy laws in all relevant jurisdictions, (ii) enter into model processor or other, similar agreements concerning transfers of personally identifiable data within and without the member states of the European Union, when reasonably required by Customer, and cause its subcontractors to do so.

14.2 Changes in Laws. Service Provider will be responsible for identifying and becoming familiar with any changes in Laws that are related to Service Provider's delivery or performance of the Services. If Service Provider becomes aware of changes in Laws that impact Customer's use or receipt of the Services, Service Provider will reasonably inform Customer.

14.2.1 Service Provider will promptly notify Customer of any such changes in Laws and will advise Customer of what actions, if any, Customer must take and when those actions must be taken related to the Services to remain compliant with such Laws, except for changes in Laws directed at the government sector, in which event Customer will notify Service Provider of changes to such Laws that affect Service Provider's delivery or performance of the Services.

14.2.2 Service Provider and Customer will work together to identify the impact of such changes on how Customer uses, and Service Provider delivers, the Services.

14.2.3 Service Provider will perform the Services at no additional charge to Customer and will bear the costs associated with (i) regulatory changes affecting its business as a provider of the Services, (ii) changes in Service Provider's standards, methods, practices and procedures for customers generally, (iii) changes in Laws, other than changes in Laws directed at the government sector and (iv) regulatory changes affecting its customers generally, , unless such

changes and Service Provider's compliance with such changes will result in material cost increases to Service Provider above and beyond those necessary to effect changes affecting Service Provider's other customers and operations generally. Costs affecting Customer's receipt of the Services specific to Customer's unique compliance measures will be determined and compensated in accordance with the Change Control Procedures.

14.2.4 If a change in Laws prevents Service Provider from performing its obligations under this Agreement, Service Provider will, if practicable, develop and, upon Customer's approval, implement a suitable workaround until such time as Service Provider can perform its obligations under this Agreement in compliance with Laws without such workaround.

14.2.5 [RESERVED].

14.3 Unlawful Payments. Service Provider has not and will not directly or indirectly through a third-party intermediary pay or provide, or offer to pay or provide, any monies or other items of value (for example, gifts, meals, contracts, entertainment, employment, hospitalities, and sponsorships that are not permitted by Service Provider) to (i) an officer or employee of a governmental department, agency, instrumentality (such as a government-owned commercial enterprise) or public international organization, or any person acting on behalf of any such entity; or (ii) any political party or official thereof or any candidate for political office, in order to obtain, retain or direct business to any person.

14.4 Ethics Policies. Service Provider will comply, and cause its officers, directors, employees, agents and subcontractors to comply, with ethical standards and corporate social responsibility policies as specified herein. Service Provider shall read and execute Schedule 30.

14.5 Service Provider Internal Audits. Service Provider will, upon request, make available to Customer a summary report of the results and a summary of pertinent supporting information of any internal or external review or audit conducted by Service Provider and its internal and external auditors, relating to Service Provider's operating practices and procedures to the extent relevant to the Services, such as Schedule 10, Security Protocol. Customer acknowledges that Service Provider's audits, reviews, audit results and other related information are Confidential Information hereunder.

14.6 [RESERVED].

14.7 Audit. Upon thirty (30) days' prior notice from Customer, unless shorter notice is required by exigent circumstances, and subject to the confidentiality obligations in Article 18, Service Provider will provide, and will cause its Subcontractors to provide, Customer or any Customer representative (other than a Service Provider Competitor), with access to such facilities, records and supporting documentation as may be reasonably requested by Customer in order to audit Service Provider's compliance with its obligations under this Agreement, such as those pertaining to Fees, Service Levels, the Security Protocol the Customer Controls and any applicable Authorization, Consent, Assigned Agreement, Managed Agreement or ethics policies. Audits shall be conducted in a manner that minimizes any disruption of Service Provider's performance of Services and other normal operations.

14.7.1 Service Provider will, and will cause its Subcontractors to, (i) assist Customer and its designees in the performance of the audits described in this Section or (ii) cooperate fully with Customer and its designees in the performance of the audits described in this Section. Upon Customer's request, Service Provider will provide a reasonable level of resources to support the performance of the audits described in this Section, at no additional cost to Customer. Service Provider's obligations to provide any such support shall not impede Service Provider's ability to meet its obligations under this Agreement or Service Provider's normal business operations. Customer, in its sole discretion and at its expense, may perform the audits described in this Section through its internal and/or external auditors.

14.7.2 If an audit of Fees charged discloses that Service Provider has overcharged Customer, Customer will notify Service Provider of the amount of such overcharge and Service Provider will promptly pay to Customer the amount of the overcharge, plus Interest calculated (at

the then Prime Rate) from the date of receipt by Service Provider of the overcharged amount until the date of repayment to Customer. If such audit reveals any other deficiencies in Service Provider's performance of its obligations under this Agreement, such as any Schedules, Service Provider will promptly take steps to rectify all such deficiencies. At Service Provider's request, Customer will make the audit report available to Service Provider and provide Service Provider an opportunity to explain any apparent discrepancies. If the audit of Fees charged discloses that Service Provider has undercharged Customer, Customer will promptly pay to Service Provider the amount of the undercharge without interest.

14.7.3 If, as and when regulatory authorities with jurisdiction over Customer so request, Service Provider will cooperate with regulatory agencies, their auditors and examiners, in the same manner contemplated by this Section for audits conducted by Customer.

14.7.4 Service Provider shall submit to Customer, an acceptable plan to cure any such breaches and process/system weakness within thirty (30) days (unless a shorter period is required by exigent circumstances) and thereafter diligently complete the cure within the said period.

14.7.5 Customer, its auditors and other representatives shall observe Service Provider's reasonable confidentiality and security arrangements. Service Provider Competitors shall not be engaged to audit Service Provider.

14.8 Control Rules. Without limiting the generality of the foregoing and subject to this Section 14.8 and the confidentiality provisions of this Agreement, Service Provider will provide, or cause its auditor to provide, Customer and its internal and external auditors with all descriptions of controls, tests of controls, audit reports and any other information that Customer or its auditor deem appropriate or necessary to enable Customer and its auditor to fulfill their legal obligations under the Securities Act of 1933; the Securities Exchange Act of 1934; the Sarbanes Oxley Act of 2002; related rules and regulations of the Securities and Exchange Commission, and Regulation S-X thereto; the rules, regulations and listing standards of the New York Stock Exchange; the rules, regulations and standards of the Public Company Accounting Oversight Board; and any other financial control or disclosure requirement imposed by law on public companies, as such legal requirements may be amended or modified from time to time (the "Control Rules").

14.8.1 Service Provider will assist Customer to comply with the Control Rules by, (i) placing in operation as of the Commencement Date and thereafter maintaining the internal controls and procedures related to the Services and described in Schedule 27 (the "Customer Controls"); (ii) documenting (using Microsoft Office or any other documentation product ) such internal controls and procedures; (iii) cooperating with Customer and its auditor in connection with testing the effectiveness of such controls and procedures; (iv) implementing the additional or alternative controls that Customer has in place or from time to time requires (or such superior controls as Service Provider may from time to time recommend, and Customer may approve in its sole discretion); and (v) correcting any material weakness or significant deficiency as defined by the Control Rules or any other deficiency that would prevent Customer from complying with the Control Rules.

14.8.2 On a Customer fiscal year basis [July 1st – June 30th] ("Fiscal Year"), Service Provider and all applicable Subcontractors, at Customer's expense, shall require Service Provider's auditors to conduct an examination of the controls placed in operation, with respect to Provider's performance of the specific Services for Customer, and a test of operating effectiveness of such controls, as defined by (i) Statement on Standards for Attestation Engagements (SSAE) No. 16. No.1 Report on Controls at a Service Organization Relevant to User Entities' Internal Control over Financial Reporting ("SOC 1") and (ii) AICPA Attest Engagements AT Section 101 (AT101) and Trust Services Principles 100 (TSP100) ("SOC 2") (i.e., the successor standard to SAS 70) and issue a report for each thereon (a "Type 2 Report") for the applicable Fiscal Year. Notwithstanding the foregoing, should Service Provider, as part of

its normal course of operations, produce a SSAE No. 16, Type 2 Report on an annual basis for its own facilities, Provider shall provide a copy of such report, at no additional cost, to Customer.

14.8.3 The Type 2 Report should include a period of testing no less than six (6) months, a portion of which shall occur during the first month of the second half of Customer's Fiscal Year. The Type 2 Report will be issued semi-annually for the periods ending [December 31st] and [June 30th]. Service Provider shall submit the proposed control objectives to Customer for approval prior to conducting the audit. Service Provider and all applicable Subcontractors shall deliver to Customer a copy of the Type 2 Report within six (6) weeks after conducting the applicable SSAE assessment for a Fiscal Year (but in no event later than December 15th within the Fiscal Year for which the audit was conducted) and Service Provider shall prepare and implement a corrective action plan to correct any deficiencies or resolve any problems identified in such report.

14.8.4 Service Provider shall address any audit control issues or weaknesses identified in any Type 2 Report, at no cost to Customer. If specific audit recommendations are not implemented by Service Provider, then Service Provider should implement such alternative steps as are reasonably satisfactory to Customer for the purposes of minimizing or eliminating the risks identified in any such Type 2 Report. If requested, Service Provider shall have its auditor provide a representation letter stating that no other control deficiencies have occurred since the delivery of the Type 2 Report.. Costs specific to Customer's unique compliance measures will be determined and compensated in accordance with the Change Control Procedures.

14.8.5 Service Provider shall address any audit control issues or weaknesses identified in any Type 2 Report, at no cost to Customer. If specific audit recommendations are not implemented by Service Provider, then Service Provider should implement such alternative steps as are reasonably satisfactory to Customer for the purposes of minimizing or eliminating the risks identified in any such Type 2 Report. If requested, Service Provider shall have its auditor provide a representation letter stating that no other control deficiencies have occurred since the delivery of the Type 2 Report.

14.9 Records. Service Provider will maintain and provide access, upon Customer's request, to those records, documents and other information relating to this Agreement and the provision of the Services for five years from expiration or termination of this Agreement. At any time after expiration or termination of this Agreement, Service Provider may retire its retention obligation under this Section 14.9 by providing a copy of such documents and records to Customer in a mutually agreed format. Upon notice from Customer, Service Provider will suspend any document destruction policy for any period of time reasonably requested by Customer.

## **15. TERM AND TERMINATION**

15.1 Initial Term. The term of this Agreement will commence on the Effective Date and will be in effect for a period of forty-eight (48) months from the Effective Date, subject to Section 15.9, unless this Agreement is (i) sooner terminated in accordance with this Article 15 or (ii) extended in accordance with its terms or by mutually agreed amendment.

15.2 RESERVED].

15.3 Renewal. At the Customer's option, this Agreement may be renewed or extended for four (4) additional one (1) year periods. In the event the Customer desires to renew or extend the Agreement, Customer shall deliver written notice to Service Provider of such renewal along with any requested modifications of the Agreement at least ninety (90) days before expiration of the then-current Term. Customer may allow this Agreement to expire by giving notice no later than ninety (90) days prior to the end of the then-current Term that it does not wish to renew this Agreement. Renewal will be at the then-current Service Levels and will be subject to Fees as specified in Schedule 5.

15.4 Termination by Customer. Customer may terminate this Agreement, in whole or in part, in accordance with the following:

15.4.1 **For Convenience.** Customer shall have the right to terminate for its convenience, at any time and for any reason or no reason: (a) the Term of this Agreement with regard to the Services, or (b) any portion of the Services (e.g., a Service Tower or subcomponent), then being provided by Service Provider. Any such termination shall be effected by Customer sending to Service Provider a written notice of termination specifying the extent of the Services being terminated and the intended date (the "Termination Date") upon which, at 11:59 p.m., such termination shall be effective ("Termination Notice"). The Termination Date specified in any such Termination Notice sent by Customer pursuant to this Section 15.4.1 shall be at least one hundred twenty (120) days after the date of such Termination Notice. In the event that Customer terminates or ends the Term of this Agreement or any portion of the Services for its convenience pursuant to this Section, Customer shall pay Service Provider the applicable Termination Fee set forth in Schedule 5. Notwithstanding the foregoing, Termination Fees shall be proportional and pro-rated to the scope of the Services being terminated. For clarity, Termination Fees shall be structured as a downward sliding scale such that the amount of the fee decreases over time, reflecting the Service Provider's amortization or depreciation of sunk cost investment to provide the Services. Furthermore, Termination Fees shall in no event include any lost profits, and Service Provider shall limit such fees to sunk, non-recoverable investment costs but shall also mitigate non-amortizable portion of such investment costs. Customer shall not be responsible for any additional Termination Fees or other actual non-amortized costs except to the extent that the Parties have mutually agreed to (i) adjust or change the scope of Services, (ii) amend the scope of applicable Termination Fees or other actual non-amortized costs, and (iii) execute an amendment to this Agreement or change order in accordance with the process outlined in this Agreement.

15.4.2 **For Change in Control.** In the event of a change of control of Service Provider resulting from a single transaction or a series of related transactions, Customer shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services (e.g., a Tower or subcomponent), then being provided by Service Provider by sending to Service Provider a Termination Notice at least thirty (30) days before the Termination Date specified therein. Solely for purposes of this Section: (i) "control" means the legal, beneficial, or equitable ownership, direct or indirect, of more than fifty percent (50%) of the aggregate of all voting or equity interests in Service Provider; and (ii) a "change in control" shall be deemed to have occurred whenever, as a result of a single transaction or a series of related transactions, a Person (or a group of Persons acting in concert) that had not previously had control of Service Provider obtains control of Service Provider, in accordance with clause (i) of this Section. No Termination Fee shall be payable by Customer to Service Provider for Termination based on change in control.

15.4.3 **For Default.** Notwithstanding anything to the contrary, Customer shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services (e.g., a Service Tower or subcomponent), then being provided by Service Provider by delivery of a Termination Notice to Service Provider, if Service Provider commits a Default under this Agreement. In the event of any such termination by Customer for Default, Service Provider shall nevertheless perform its Termination Assistance obligations under this Agreement until they are fulfilled and any initiative reasonably requested by Customer for up to one (1) year after the effective date of such termination. Any such termination shall not constitute Customer's exclusive remedy for such Default, nor shall such a termination result in Customer being deemed to have waived any of its rights accruing hereunder prior to such Default. If Customer terminates the Term or any portion of the Services as a result of a claimed Default by Service Provider pursuant to the terms of this Section, and Service Provider does not agree that a Default was committed, then Service Provider shall have the right to avail itself of all remedies available to it at law or in equity. In the event that it is subsequently and finally determined by a court of competent jurisdiction, or otherwise mutually agreed by the Parties in writing, that the circumstances claimed by Customer to constitute a Default by Service Provider, and that formed the basis of a

termination of the Term of this Agreement or any portion of the Services by Customer pursuant to this Section, did not in fact constitute a Default, then the Term of this Agreement, or applicable portion of the Services, shall be deemed to have been terminated by Customer for its convenience, pursuant to Section 15.4.1, as of the Termination Date specified by Customer in the Termination Notice originally delivered with respect to such termination, and the provisions of Section 15.4.1 shall thereafter in all respects govern such termination. In the event Customer exercises its rights as set forth in this Section, no Termination Fee shall be payable by Customer to Service Provider.

**15.4.4 Force Majeure.** By not less than ten (10) days notice to Service Provider, and without paying any termination charges, if (i) a Force Majeure Event is either incurable or has continued for at least ten (10) days that renders impracticable the performance of the Services (or any material portion of the Services) by Service Provider substantially as contemplated hereby or (ii) Service Provider fails to provide the disaster recovery or business continuity services as set forth in Schedule 23, unless such disaster recovery obligations were themselves prevented by a force majeure event); or

**15.4.5 Availability of Funds.** Any payment obligation of Customer created by this Agreement is conditioned upon the availability of Customer funds which are appropriated or allocated for the payment of such payment obligations; provided, however, that Customer agrees that it will request such funds each year during the Term. If such funds are not allocated and available, this Agreement may be terminated by Customer at the end of the period for which funds are available. No penalty shall accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future Fees due for any Services as a result of termination under this Section 15.4.5. Customer will promptly notify Service Provider if it appears reasonably likely that funds will not be appropriated or allocated. Notwithstanding any other provision of this Agreement to the contrary, Service Provider shall, immediately upon termination by Customer for non-appropriation, be released from any obligation to provide any further Services pursuant to this Agreement. Notwithstanding that Section 15.4 permits Customer to terminate the Agreement in whole or in part the Parties understand and agree that, with respect to this Section 15.4.5, that Customer may only terminate the Agreement in whole.

**15.5 Termination by Service Provider.** Service Provider may terminate this Agreement solely if: (a) Customer (or Affiliates) has failed to make payments due under Section 11; (b) the aggregate total of such payments exceeds five million Dollars (\$5,000,000) (c) such payment is not subject to a good faith dispute, (d) no earlier than (60) calendar days after the payment's due date Service Provider gives written notice of its intent to terminate; and (e) no less than thirty (30) additional calendar days pass with such payment not having been made.

**15.6 Continued Performance.** During any period commencing upon notice of termination and continuing until the effective date of termination specified in any such notice, Service Provider will perform the Services in accordance with terms and conditions and performance standards in effect as of the date on which notice of termination is given. If this Agreement is terminated by Service Provider for Customer's failure to make undisputed payments, this obligation will be contingent upon Customer's payment in advance each month for the Services. In addition, upon Customer's request, Service Provider will provide to Customer such information and other cooperation as may be reasonably necessary for (i) Customer and/or its outside advisers to prepare requests for proposals or other, similar, documentation related to selection of a successor to Service Provider and (ii) a third party to prepare a reasonably informed, non-qualified offer to perform similar services. The types of information and of cooperation to be provided by Service Provider will be at least as comprehensive as those initially provided by Customer to Service Provider prior to the Effective Date. Service Provider will not be required to produce information concerning its costs (other than any costs from time to time reimbursed by Customer). In the event Customer terminates this Agreement under Section 15.4.1, then notwithstanding the restrictions contained in Section 27, Customer may solicit and hire Service Provider Key Personnel that have provided Services at a Customer location during the term of the Agreement. If Customer terminates this Agreement under Section 15.4.5, then Service Provider will make its Key Personnel available to

Customer, if requested, on a full time basis, for up to six (6) months after the effective date of termination, at the rates set forth in Schedule 5.

15.7 Termination Assistance. In connection with expiration or any termination of this Agreement, the Parties will, commencing promptly after the giving of any notice of termination or at least one hundred eighty (180) days prior to expiration of this Agreement, jointly develop a plan, in accordance with Schedule 16, Termination Assistance, to effect the orderly transition to Customer or its designee from Service Provider the Services then being performed or managed by Service Provider. Such plan will be completed by the Parties within thirty (30) days and will set forth the tasks and actions to be performed by Service Provider and Customer (as set forth in Schedule 16), the time for completing such tasks and actions, and the criteria for declaring the transition completed. The Parties and their employees and agents will cooperate in good faith to execute such plan and each Party will perform those tasks and actions assigned to it in such plan.

15.8 Phased or Partial Termination. Cessation of particular Services may be scheduled in phases by Service Tower via the Change Control Procedure in order to accommodate Customer's business needs, Fees will be reduced proportionally as such Services are phased out and discontinued. If a Service Tower is terminated Termination for Convince Fees identified in Schedule 5 will apply. In the event of a partial termination, Service Provider will provide Termination Assistance related to the affected Services. To the extent that Customer provides Service Provider with not less than thirty (30) days prior notice of such phased or partial termination, the scope of particular Services ( such as affected Fees and Service Levels) will be equitably adjusted to the extent necessary to allow for operational dependencies, and phased reduction of Service (or introduction of new service from Service Provider or other sources) all in order to assure orderly, continuous operations with consistent quality of service. In addition, Customer may, one time only per Service Tower, upon sixty (60) days' prior notice, extend the termination date for the Agreement with respect to a Service Tower(s) or all of the Services for up to one hundred eighty (180) additional days.

15.9 Extension of Services. At Customer's request, Service Provider will provide to Customer, for up to twelve (12) months after the expiration date of the Term, Renewal Term, or, if applicable, the effective date of termination, any or all of the Services being performed by Service Provider prior to such date, subject to the Fees set forth in Schedule 5 ("Extension Term"). After any such Extension Term (post Extension Term), Service Provider may upon mutual agreement, provide such support and service related to termination and transition as Customer may reasonably request at its then-current standard rates. This Agreement will continue to govern the performance of all such Services during such post Extension Term period, except that (i) the charges for such Services will be at the Service Providers then-current standard rates, and (ii) the charge for any Termination Assistance not part of the Services will be Service Provider's then-current standard rates.

15.10 Specific Performance. Service Provider acknowledges that, if it were to breach, or threaten to breach, its obligation to provide Customer with Termination Assistance, then (i) Customer may be irreparably harmed, (ii) money damages may not be an adequate remedy, and (iii) continuing performance of Termination Assistance, other Services and the Parties' other respective obligations would best preserve the status quo pending resolution of any disputes then pending. Accordingly, Customer may seek to enforce Service Provider's obligation to provide Termination Assistance by a preliminary or permanent mandatory injunction, decree of specific performance or other appropriate equitable remedy. Service Provider irrevocably waives any requirement that Customer post any bond or undertaking, or demonstrate irreparable harm or the inadequacy of money damages.

15.11 Survival. The provisions of Article 1 (Interpretation), Article 14 (Compliance and Audit), Article 15 (Term and Termination), Article 16 (Intellectual Property), Article 17 and Schedule 12 (Customer Data), Article 18 and Schedule 10 (Security and Confidentiality), Article 21 (Governance), Article 22 (Indemnification), Article 23 (Damages), Article 26 (Notices), Article 27 (Non-Solicitation), Article 29 (Severability), Article 31 (Publicity), Article 32 (Governing Law) and Article 36 (No Third Party Beneficiaries) will survive termination or expiration of this Agreement.

## 16. INTELLECTUAL PROPERTY RIGHTS

16.1 Customer Software and Materials. Neither Service Provider nor any Subcontractor shall have any ownership interest in any Customer Software, Customer Materials or other intellectual property that Customer provides to Service Provider, discloses to Service Provider or allows Service Provider to Use in any way. Subject to Customer obtaining all applicable Consents and to any restrictions contemplated in such Consents (such as payment of applicable fees), Customer grants to Service Provider a limited, non-exclusive and non-transferable right to Use the Customer Software and Customer Materials, directly or through permitted Subcontractors, solely in and for performing the Services pursuant to this Agreement and to the extent permitted under any applicable Third Party Agreements.

16.2 Rights in Deliverables. The Service Descriptions or Statements of Work will specify whether Service Provider has "No Rights," "Limited Rights" or "Full Rights" in the Deliverables. If a Service Description or statement of work does not specify whether Service Provider will have "No Rights," "Limited Rights" or "Full Rights" in the particular Deliverable, then Service Provider will have No Rights in such Deliverable. Unless otherwise expressly provided in a Statement of Work, Service Provider will be solely responsible for (i) obtaining any Consent that may be required to exercise its rights in the Deliverables and (ii) complying with any applicable Third Party Agreement. Service Provider shall also cause all of its employees and Subcontractors engaged in the development of any Deliverables to enter into appropriate agreements with Service Provider assigning and releasing to Service Provider any intellectual property rights they may otherwise assert in any work in any medium created or modified in the course of performing Services.

16.2.1 Service Provider will create the No Rights Deliverables as "works made for hire" or "commissioned works" owned by Customer. To the extent that any No Rights Deliverable is not a "work made for hire" or "commissioned work" owned by Customer, Service Provider hereby irrevocably assigns, and agrees to assign, and will cause Subcontractors to assign, and agree to assign, to Customer without further consideration all of its and their right, title and interest in and to such No Rights Deliverable (but in no event with respect to Service Provider Software or Service Provider Materials identified therein), and to cause its employees and those of its Subcontractors engaged in the preparation of the No Rights Deliverable to waive and agree not to assert any moral rights or reversionary rights. If and to the extent such waivers are deemed invalid, Service Provider will, and will cause its employees and those of its Subcontractors engaged in the preparation of the No Rights Deliverable, to grant to Customer the exclusive, perpetual, irrevocable, worldwide and royalty-free right to use, modify and distribute such items without any requirement of attribution or prior consent. Customer grants to Service Provider, during the term of this Agreement, a limited, non-exclusive and non-transferable right to Use the No Rights Deliverable, directly or through permitted Subcontractors, solely in and for providing the Services to Customer.

16.2.2 Service Provider will create the Limited Rights Deliverables as "works made for hire" or "commissioned works" owned by Customer. To the extent that any Limited Rights Deliverable is not a "work made for hire" or "commissioned work" owned by Customer, Service Provider hereby irrevocably assigns, and agrees to assign, and will cause Subcontractors to assign, and agree to assign, to Customer without further consideration all of its and their right, title and interest in and to such Limited Rights Deliverable, and to cause its employees and those of its Subcontractors engaged in the preparation of the Limited Rights Deliverable to waive and agree not to assert any moral rights or reversionary rights. If and to the extent such waivers are deemed invalid, Service Provider will, and will cause its employees and those of its Subcontractors engaged in the preparation of the No Rights Deliverable, to grant to Customer the exclusive, perpetual, irrevocable, worldwide and royalty-free right to use, modify and distribute such items without any requirement of attribution or prior consent.

16.2.3 Subject to any restrictions specified in the applicable Service Description or statement of work, Service Provider grants to Customer a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, sub-licensable but otherwise non-transferable (except to a successor) right to Use the Full Rights Deliverables in connection with its own business; provided,

however, that Customer (or its successor) may sub-license any such Full Rights Deliverable to unrelated third parties only for the purpose of providing services to Customer, its Affiliates or their successors.

16.3 Service Provider Software and Materials. Customer shall have no ownership rights in any Service Provider Owned Software and Service Provider Materials that Service Provider provides to Customer, discloses to Customer or allows Customer to Use in any way, including without limitation any such materials incorporated or embedded in any Deliverable, and the assignment of rights contemplated under this Section 16 shall not apply to Service Provider Software or Service Provider Material.

16.3.1 Unless otherwise specified in Schedule 22 or the applicable Service Description, Service Provider grants to Customer a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, sub-licensable as provided for below within this section but otherwise non-transferable (except to a successor) right to Use the Service Provider Owned Software and Service Provider Materials that may be incorporated or embedded in any Deliverable in connection with Customer's own business; provided, however, that Customer (or its successor) may sub-license any such work to unrelated third parties only for the purpose of providing services to Customer, its Affiliates or their successors.

16.3.2 The parties hereto understand and agree that, notwithstanding any provision to the contrary contained in this Agreement, all c-RIM and custom c-RIM technologies and their component parts are the sole Intellectual Properties of Unisys or the software vendors of such c-RIM components and are considered to be the confidential and proprietary property of Unisys. Subject to Termination Assistance, upon termination of the Agreement, c-RIM technologies will be removed from the Customer environment. No licenses for c-RIM technologies & software will be provided beyond the Term of the Agreement.

16.4 Commissioned Work. Neither Service Provider nor any of its Subcontractors (or any of its or their employees) shall have any ownership interest in Commissioned Work, other than Service Provider's continuing rights in and to any Service Provider Materials that may be incorporated or embedded in such Commissioned Work. All Commissioned Works will be considered "works made for hire" or "commissioned works" owned by Customer and, to the extent that any such Commissioned Work may not constitute a "work made for hire" or "commissioned work" owned by Customer, Service Provider hereby irrevocably assigns, and agrees to assign, and will cause Subcontractors to assign, and agree to assign, to Customer without further consideration all of its and their right, title and interest in and to the Commissioned Works, and to cause its employees and those of its Subcontractors engaged in the preparation of the Commissioned Work to waive and agree not to assert any moral rights or reversionary rights excluding any pre-existing Service Provider Materials incorporated or embodied in such Commissioned Work. Service Provider grants to Customer a perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, sub-licensable and transferable right to Use any such pre-existing Service Provider Materials as part of the Commissioned Work; provided, however, such license shall not extend to separating such pre-existing Service Provider Materials from the Commissioned Work to develop any stand alone product for marketing to third parties.

16.5 Service Provider Responsibilities. Service Provider covenants that all Software Deliverables will consist of source code and documentation sufficient to allow a reasonably knowledgeable and experienced programmer to compile, maintain and support the software. Customer may make such filings and registrations as it deems advisable to obtain patent, copyright or other protection for Full Rights and Limited Rights Deliverables, Commissioned Works and other Customer intellectual property. Service Provider will provide such assurances, take such action, and execute such further documents and instruments as Customer may reasonably request (at no material cost to Service Provider) in order to carry out the purposes of this Article and, in particular, to register or otherwise secure patent, copyright, trademark, service mark or other intellectual property protection in all countries for Customer's intellectual property.

## **17. CUSTOMER DATA AND INTANGIBLE PROPERTY**

17.1 Customer Data. Neither Service Provider nor any Subcontractor will have any right, title or interest in or to any Customer Data.

17.1.1 Without Customer's approval, Customer Data will not be (i) used by Service Provider or Subcontractors other than in connection with providing the Services or otherwise complying with Service Provider's obligations under this Agreement, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Service Provider or Subcontractors or (iii) commercially exploited by or on behalf of Service Provider or Subcontractors.

17.1.2 [RESERVED].

17.1.3 Service Provider irrevocably assigns, transfers and conveys, and will cause Subcontractors to assign, transfer and convey, to Customer, without further consideration, any right, title and interest that it or they may possess or claim in and to Customer Data, and to cause its employees and those of its Subcontractors to waive and agree not to assert any moral rights or reversionary rights they may possess in the Customer Data. If and to the extent such waivers are deemed invalid, Service Provider will, and will cause its employees and those of its Subcontractors engaged in the use of Customer Data to grant to Customer the exclusive, perpetual, irrevocable, worldwide and royalty- free right to use, modify and distribute such items without any requirement of attribution or prior consent. Upon request by Customer, Service Provider will, using commercially reasonable efforts, execute or have executed and delivered, and will cause Subcontractors to execute and deliver, any instruments or other documents that may be necessary or desirable under any Law to preserve, or enable Customer to enforce, its rights with respect to Customer Data.

17.2 Customer Intangible Property. Upon Customer's request at any time, and without prejudice to any additional requirements specified in this Agreement, a Service Description or otherwise, Service Provider will (i) provide Customer with physical and electronic access to all or any part of the Customer Data, Customer Software, related documentation or other intangible property of Customer, such as all work-in-progress (collectively, "Customer Intangible Property") in Service Provider's possession or control, (ii) promptly return to Customer, in the format and on the media then in use, all or any part of such Customer Intangible Property and (iii) erase or destroy all or any part of such Customer Intangible Property, in each case to the extent so requested by Customer; provided, however, that Service Provider may retain a copy thereof to the extent, and for so long as, reasonably necessary to perform the Services, Termination Assistance or other activities reasonably related to termination or expiration, unless otherwise instructed by Customer. Service Provider has no right to retain, encrypt, corrupt or destroy any Customer Intangible Property (other than retaining archival copies, if any, authorized by Customer), and waives any and all statutory or common law liens, claims of lien or similar rights, remedies or encumbrances that may now or hereafter exist and might limit or condition Service Provider's unconditional obligations to return Customer Intangible Property. The foregoing requirement is in addition to any other requirements contained in applicable Service Descriptions, Procedures Manuals or other documentation concerning periodic deliveries of Customer Intangible Property.

## **18. SECURITY AND CONFIDENTIALITY**

18.1 Security Protocol. Service Provider will develop and implement, or satisfy Customer that Service Provider has developed and implemented, and maintain throughout the Term a comprehensive Security Plan that meets or exceeds Customer's Security Protocol as set forth in Schedule 10. The Security Plan will be no less rigorous than Service Provider's security policies in effect as of the Effective Date.

18.1.1 Customer may revise the Security Protocol from time to time during the Term.

18.1.2 If Customer changes such Security Protocol in a manner that results in substantial cost increases to Service Provider, Service Provider's compliance with the new

Security Protocol will be subject to the Change Control Procedures. Customer will give Service Provider reasonable advance notice of changes in the Security Protocol.

18.1.3 If Service Provider intends to implement a Change to the Service Provider's Security Plan (pursuant to Customer's request), Service Provider will notify Customer. Service Provider will not, without Customer's approval, implement any such Change if, in Customer's reasonable judgment, such Change would cause the Service Provider's Security Plan to fail to meet the standards set forth in the Security Protocol.

18.1.4 If Service Provider or Subcontractors discover or are notified of a breach or potential breach of security relating to the Security Protocol, Service Provider will – promptly (i) notify the Customer Contract Executive of such breach or potential breach and (ii) use commercially reasonable efforts to remedy the effects of the breach or potential breach.

18.2 Confidentiality. Without prejudice to any additional requirements contemplated under the Security Protocol, the recipient of Confidential Information will maintain its confidentiality at least to the same extent and manner as the recipient protects its own Confidential Information.

18.2.1 Neither Customer nor Service Provider will disclose, publish, release, transfer or otherwise make available Confidential Information of, or obtained from, the other Party in any form to, or for the use or benefit of, any person or entity without such other Party's consent.

18.2.2 Notwithstanding the foregoing, Customer and Service Provider will be permitted to disclose relevant aspects of the other's Confidential Information to its officers, directors, agents, professional advisors, contractors, subcontractors and employees and to the officers, directors, agents, professional advisors, contractors, subcontractors and employees of its Affiliates, to the extent such disclosure is not restricted under any Authorization, Consent, Assigned Agreement or Managed Agreement, but only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations or the determination, preservation or exercise of its rights and remedies under this Agreement.

18.2.3 The recipient of any Confidential Information will take all reasonable measures to provide that Confidential Information of the disclosing Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, directors, agents, professional advisors, contractors, subcontractors and employees, whether during or after the term of their employment or engagement by the recipient.

18.2.4 When Service Provider provides Customer's Confidential Information to any such entity, including any Affiliate, Service Provider will require such entity to sign, or confirm that it has signed, a confidentiality agreement with terms substantially the same as those described in this Article.

18.2.5 Upon expiration or termination of the Agreement, after completion of transition to a successor service provider, each Party will return or destroy the other Party's Confidential Information.

18.2.6 The obligations in this Article will not restrict any disclosure made pursuant to any Law. The recipient will give prompt notice to the disclosing Party of any demand for such disclosure.

18.3 Unauthorized Use or Disclosure. Without limiting either Party's rights in respect of a breach of this Article, each Party will (i) promptly notify the other Party of any attempted or actual unauthorized possession, use or knowledge of the other Party's Confidential Information by any person or entity that may become known to such Party; (ii) promptly furnish to the other Party full details of the attempted or actual unauthorized possession, use or knowledge; and (iii) assist the other Party in investigating or preventing the recurrence of any attempted or actual unauthorized possession, use or knowledge of Confidential Information. Each Party will reasonably cooperate with the other Party in any

investigation or litigation deemed necessary by the other Party to protect its confidentiality or proprietary rights.

18.4 Facilities Segregation. Service Provider agrees to segregate Customer Data and information logically from its other customers' data and information.

**19. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

19.1 Customer. Customer represents, warrants and covenants that:

19.1.1 Customer is a chartered municipal corporation;

19.1.2 Customer has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

19.1.3 the execution, delivery and performance of this Agreement by Customer (i) has been duly authorized by Customer and (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which Customer is a party or by which Customer is bound;

19.1.4 Customer is in compliance with all Laws, and Regulatory Requirements, applicable to Customer, except where the failure to be in compliance would not have a material adverse effect on Customer's ability to fulfill its obligations under this Agreement; and

19.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which Customer is a party which, if decided unfavorably to Customer, would reasonably be expected to have a material adverse effect on Customer's ability to fulfill its obligations under this Agreement.

19.2 Service Provider. Service Provider represents, warrants and covenants that:

19.2.1 Service Provider is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware;

19.2.2 Service Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

19.2.3 The execution, delivery and performance of this Agreement by Service Provider (i) has been duly authorized by Service Provider and (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which Service Provider is a party or by which Service Provider is bound;

19.2.4 Service Provider is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on Service Provider's ability to fulfill its obligations under this Agreement;

19.2.5 Service Provider is in compliance with all Laws, and Regulatory Requirements, applicable to Service Provider except where the failure to be in compliance would not have a material adverse effect on Service Provider's ability to fulfill its obligations under this Agreement; and

19.2.6 There is no outstanding litigation, arbitrated matter or other dispute to which Service Provider is a party which, if decided unfavorably to Service Provider, would reasonably be expected to have a material adverse effect on Service Provider's ability to fulfill its obligations under this Agreement.

19.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR A STATEMENT OF WORK, ALL IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SATISFACTORY QUALITY ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

19.4 Notwithstanding Section 15.11, and unless a separate warranty term is specified, the representations and warranties of the Parties under this Article 19 shall survive expiration or termination of this Agreement only with respect to claims that accrued during the Term (for clarity this applies to the provision of Termination Assistance and extension of Services under Section 15.9).

## **20. ADDITIONAL COVENANTS**

20.1 Customer Covenants. Customer covenants and agrees with Service Provider that the Customer Software and Customer Materials will not infringe upon the proprietary rights of any third party (except as may have been caused by a modification or unauthorized Use by Service Provider or Subcontractors).

20.2 Service Provider Covenants. Service Provider covenants and agrees with Customer that:

20.2.1 none of the Services, Deliverables, Service Provider Software, Service Provider Materials, Commissioned Work or any enhancement or modification to the Customer Software or Customer Materials performed by Service Provider or Subcontractors, or any other work or item provided to Customer by Service Provider or Subcontractors or used in the performance of the Services, infringe upon or misappropriate, or will infringe upon or misappropriate the proprietary rights of any third party (except as may have been caused by (i) Service Provider's compliance with Customer's designs, but only to the extent that there were no non-infringing means to comply with Customer's designs or (ii) a modification or unauthorized Use or combination by Customer or its agents);

20.2.2 Service Provider will take commercially reasonable measures, as described in the SOWs, to prevent the introduction into or proliferation of any Malicious Code into the Deliverables, Customer Software or Customer's operating systems or environment. If Malicious Code is found to have been introduced into any such systems or deliverables Service Provider shall immediately notify Customer of the introduction and with Customer's assistance reduce the effects of such Malicious Code, and if the Malicious Code causes an interruption of the Services, a loss of operational efficiency, or loss of data, Service Provider shall assist Customer to the same extent to mitigate and restore such loss.;

20.2.3 without the consent of Customer, Service Provider will not insert into the Deliverables, Customer Software or any Service Provider Software or Service Provider Materials used to provide the Services any code that would have the effect of disabling or otherwise shutting down all or any portion of Customer's operating systems or environment;

20.2.4 upon Customer's request, or promptly following its own discovery, Service Provider shall, as part of the Services, correct any errors in reports, transactions, Customer Data, processing or other Services only to the extent attributable to errors and omissions of Service Provider, its employees and subcontractors, or to failures of computers, networks, systems or other resources provided by Service Provider. If Service Provider is not responsible for such errors in reports, transactions, Customer Data, processing or other Services, the Parties will utilize Contract Staff in accordance with Article 5.8 (Prioritization of Scheduling);

20.2.5 without the consent of Customer, Service Provider will not insert into any Deliverables, Customer Software or Customer's operating systems or environment any code that is made generally available to the public on open source code licensing terms or on other terms that would require Customer to make the source code thereof publicly available;

20.2.6 Service Provider will have and maintain adequate facilities, equipment and a duly qualified staff as necessary to perform the Services in an efficient, professional and timely manner and as described in each Service Description;

20.2.7 Service Provider will perform the Services in a timely, efficient and professional manner in accordance with industry standards, without prejudice to Service Provider's obligation to meet any applicable Service Levels;

20.2.8 [RESERVED];

20.2.9 The Deliverables and any and all fixes, updates, enhancements and modifications thereto provided by Service Provider, will function in accordance with their Specifications prior to implementation and for the period specified in the applicable Statement of Work or other commissioning document, unless such malfunction or non-conformance with Specifications is caused by (i) a modification other than by or on behalf of Service Provider, (ii) a use contra-indicated in the Statement of Work or Service Provider provided documentation or (iii) defects in Customer supplied components or materials; and

20.2.10 Service Provider will warrant that software and other Deliverables will in all material respects conform with mutually agreed upon specifications and standards and be free from material defects or nonconformities for a period of at least one hundred and twenty (120) days after their first production use. Hardware, when supplied will be subject to normal manufacturer's warranties unless otherwise agreed. Service Provider also warrants that Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the Information Technology Infrastructure Library Best Practices, (currently found at [www.itil.com](http://www.itil.com)) and in compliance in all material respects with the Statements of Work and the Service Levels.

## 21. **GOVERNANCE**

21.1 **Customer Contract Executive.** Customer will appoint an individual ("Customer Contract Executive") who from the date of this Agreement will serve as the primary Customer representative under this Agreement. The Customer Contract Executive will have overall responsibility for managing and coordinating the performance of Customer's obligations under this Agreement and will be authorized to act for and on behalf of Customer with respect to all operational matters relating to this Agreement. Notwithstanding the foregoing, the Customer Contract Executive may, upon notice to Service Provider, delegate such of his or her responsibilities to other Customer employees, as the Customer Contract Executive deems appropriate.

21.2 **Governance.** The Parties will govern their relationship in accordance with the Governance Model set forth in Schedule 17. Each Party will appoint duly qualified, employees to represent the Party in the applicable governance positions set forth in the Governance Model in accordance with the provisions of Schedule 17. Each Party will cause its representatives to devote the time necessary to meet their respective responsibilities (such as the time as may be specified by the Agreement or Schedule 17) and meet regularly in accordance with Schedule 17. Each Party will be responsible for its representatives' execution of their respective obligations and responsibilities under the Governance Model. The Governance Model will contain the processes and procedures that the Parties will use to review and verify Service Provider's compliance with Law.

21.3 **Informal Dispute Resolution Procedures.** Any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (such as disputes as to the creation, validity, interpretation, breach or termination of this Agreement) (a "Dispute") will be considered in accordance with the dispute resolution procedures set forth in this Article 21 and in Schedule 17, Governance Model. The dispute resolution process will be initiated upon receipt by a Party of a notice from the other Party specifying the nature of the Dispute. Unless the Customer Contract Executive and Service Provider Contract Executive otherwise agree in writing, either Party may pursue its rights and remedies under this Article 21 after the earlier of (i) the exhaustion of the negotiation and escalation procedures set forth in

the Governance Model and (ii) the date that is forty-five (45) days after the receipt of the dispute notice. Notwithstanding the foregoing, either Party may commence proceedings if delay in doing so would be prejudicial, because of the need for immediate provisional remedies, imminent expiration of applicable statutes of limitation, or other good cause.

21.4 Resolution Without Proceedings. Service Provider and Customer intend to use reasonable measures to avoid the litigation of any dispute under this Agreement. As a result, the Parties mutually agree that any Dispute arising under or in connection with this Agreement will be resolved using the alternative dispute resolution provisions and procedures described in the Sections below and in Schedule 17, Governance Model.

21.4.1 Except as otherwise agreed, Service Provider and Customer will each bear all of their own expenses incurred during the procedures and will pay one-half of any applicable fees of any mediator or third party agency engaged to assist in resolution of disputes short of legal proceedings.

21.4.2 All negotiations pursuant to this Article 21 are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. No proposals, offers, counter-offers or other communications will be admissible in evidence in any proceeding for any purpose; provided, however, that this will not be construed to render confidential, inadmissible or non-discoverable any otherwise admissible documents or other evidence merely because they were referred to, transmitted or otherwise used in any such settlement negotiations.

21.5 Negotiation. Upon the written notice by either Party, a Dispute will be submitted to the Customer Contract Executive and Service Provider Contract Executive, who will meet and employ their best efforts to negotiate an amicable resolution of the Dispute. Unless the Parties otherwise agree, this meeting and negotiation will occur not later than ten (10) days from the date of submission of the Dispute to the Customer Contract Executive and Service Provider Contract Executive, whichever occurs last. If the Contract Executives fail to resolve the dispute by negotiation, the Dispute will be escalated within the Customer and Service Provider organizations in accordance with the Governance Model.

21.6 Mediation. In the event the Parties fail to resolve the Dispute by negotiation, then the Parties will submit the Dispute to non-binding mediation, which will be held in Santa Clara, CA in accordance with the process and procedures set forth in Schedule 17, Governance Model, and the Rules (defined below). Unless the Parties agree otherwise, the completion of the mediation process will not exceed thirty (30) days from initial submission to conclusion. Any mediator appointed shall have a minimum of three (3) years of experience in the information technology outsourcing industry.

21.7 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. 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.

21.8 Certain Legal Proceedings. Notwithstanding the foregoing, the Parties agree that:

21.8.1 If a controversy or claim relates in any way to a lawsuit brought by a third party against one or both of the Parties, either Party may, at its option, file a cross-complaint against the other Party in such lawsuit with respect to the controversy or claim, in which case the controversy or claim will be resolved by such court.

21.8.2 If a controversy or claim relates in any way to the interpretation, breach or threatened breach of provisions of this Agreement concerning Confidential Information or

intellectual property, it may, at either Party's option, be resolved by a court of competent jurisdiction.

21.9 Continued Performance. Service Provider will continue to provide the Services during the pendency of any of the proceedings commenced pursuant to this Article 21, and Customer will continue to perform its obligations (including but not limited to the making of payments to Service Provider), all in accordance with this Agreement).

21.10 Jurisdiction. The Parties hereby submit and consent to the exclusive jurisdiction of competent courts within the County of Santa Clara, California. They irrevocably agree that all actions or proceedings relating to and permitted this Agreement will be litigated in those courts. Each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding.

21.11 [RESERVED].

21.12 Injunctive Relief. The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights are expressly provided in this Agreement, money damages may not be an adequate remedy. Accordingly, the non-breaching Party may seek preliminary or permanent, mandatory or prohibitory injunction or order from a court of competent jurisdiction.

## **22. INDEMNIFICATION**

22.1 Service Provider Indemnity. Service Provider will indemnify, defend and hold Customer, its Council members, officers, directors, employees, agents and volunteers, and their respective officers, directors, employees and agents harmless from and against, any third party Claims arising out of or relating to Service Provider's negligence or willful misconduct during its performance of its obligations under this Agreement as follows:

22.1.1 Relating to a fraudulent inaccuracy, untruthfulness or breach of any material warranty, representation or covenant made by Service Provider under this Agreement;

22.1.2 [RESERVED].

22.1.3 Any and all Losses related to claims or demands by any third party against any of them to the extent arising out of, or resulting from, the grossly negligent or willful dissemination by Service Provider or Service Provider's Subcontractors (or by any personnel assigned by Service Provider or Service Provider's Subcontractors to perform any of Service Provider's obligations under this Agreement) of false, incomplete, or incorrect information, information that Customer directed Service Provider not to disseminate, or information that Service Provider reasonably should have known not to disseminate, or resulting from Service Provider's or Service Provider's Subcontractor's grossly negligent or willful failure to disseminate information that Service Provider is obligated to provide to Customer's Affiliates or End-Users pursuant to this Agreement, whether through any help-desk facility or any other Services in which Service Provider has direct contact with any such third parties. By way of illustration, if Service Provider's or its Subcontractor's worker, in providing help-desk Services, purposefully gave information to a user of Customer which Service Provider knew to be false or incorrect and that user then made a claim against Customer for damages sustained because such user acted in reliance upon such information received from Service Provider's or its Subcontractor's worker, Service Provider would be obligated to indemnify Customer for that claim pursuant to this Section 22.1.3.

22.1.4 relating to a violation of any Law applicable to Service Provider as a provider of the Services, unless such compliance is a requirement under a Service Description, there is no way to comply with the requirement and comply with Law, and Service Provider has previously informed Customer in writing that Service Provider cannot comply with both the requirement and Law;

22.1.5 relating to (a) a work-related injury of Service Provider employees or its agents unless Customer's intentional act was the proximate cause of such injury, (b) employee benefits of Service Provider employees, (c) any aspect of the Contract Staff's employment relationship with Service Provider or the termination of the employment relationship with Service Provider, including but not limited to any claims for co-employment of the Contract Staff with Customer; (d) any claims asserted by its Subcontractors; or (e) any claims asserted in connection with the Assigned Agreements or Managed Agreements as a result of Service Provider's act or omission;

22.1.6 relating to any amounts, including taxes, interest and penalties, assessed against Customer that are the obligation of Service Provider;

22.1.7 arising out of or relating to any breach by Service Provider of its obligation with respect to Confidential Information;

22.1.8 relating to personal injury (including death) or property loss or damage resulting from Service Provider's acts or omissions; or

22.1.9 [RESERVED].

22.2 Customer Indemnity. Customer will indemnify, defend and hold Service Provider, its officers, directors, employees, agents and Affiliates, and their respective officers, directors, employees and agents (collectively, the "Service Provider Indemnitees"), harmless from and against, any Claims resulting from, arising out of or relating to Customer's negligence or willful misconduct; or

22.2.1 relating to a fraudulent inaccuracy, untruthfulness or breach of any material warranty, representation or covenant made by Customer under this Agreement;

22.2.2 relating to a violation of Law by Customer;

22.2.3 relating to any amounts, including taxes, interest and penalties, assessed against Service Provider that are the obligation of Customer;

22.2.4 arising out of or relating to Customer's breach of its obligations with respect to Confidential Information;

22.2.5 relating to personal injury (including death) or property loss or damage resulting solely from Customer's acts or omissions; or

22.2.6 relating to any claims asserted in connection with the Assigned Agreements or Managed Agreements as a result of Customer's act or omission.

22.3 Intellectual Property Indemnity. Subject to the provisions of this Section 22.3, Customer and Service Provider each agree to defend the other against any third party action to the extent that such action is based on a claim that the Customer Software or Customer Materials, in the case of Customer, and the Services, the Deliverables, the Service Provider Software or the Service Provider Materials, in the case of Service Provider, or the Confidential Information provided by or on behalf of the other Party (each an "Indemnified Item"), (i) infringes a copyright under United States or other applicable law, (ii) infringes a patent granted under United States or other applicable laws, or (iii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any damages and reasonable attorneys' fees that are attributable to such claim finally awarded by a court of competent jurisdiction.

22.3.1 If an Indemnified Item becomes the subject of a claim under this Section 22.3, or in the indemnitor's opinion is likely to become the subject of such a claim, then the indemnitor may, at its option, (i) modify the Indemnified Item to make it non-infringing or cure any claimed misuse of another's trade secret, provided such modification does not adversely affect the functionality of the Indemnified Item, (ii) procure for the indemnitee the right to continue using the

Indemnified Item pursuant to this Agreement, or (iii) replace the Indemnified Item with an Indemnified Item that is substantially equivalent that is non-infringing or that is free of claimed misuse of another's trade secret. Any costs associated with implementing any of the above alternatives will be borne by the indemnitor. If none of the foregoing courses of action is practical, the allegedly infringing Item will be withdrawn, and the scope, charges and Service Levels will be equitably adjusted to reflect such withdrawal.

22.3.2 With respect to any Software provided or developed by a Party pursuant to this Agreement, such Party will have no liability to the other Party under this Section 22.3.2 (i) to the extent that any claim of infringement is based upon the use of the Software in connection or in combination with equipment, devices or Software not supplied by that Party or use of the Software in a manner for which the Software was not designed, (ii) for infringements that arise solely as a result of the implementation by that Party of functionality requirements presented by the other Party where there is no non-infringing alternative to such implementation, and the other Party has been so advised by that Party prior to implementation, and (iii) for fixes, updates, modifications, enhancements and improvements to the Software made by any Party other than that Party or its subcontractors (unless directed to do so by the other Party).

22.4 Indemnitee Responsibilities. If any third party claim is commenced against a Party entitled to indemnification under this Article, the indemnitee will provide notice of the claim and copies of all related documentation to the indemnitor. Such notice and documentation will be provided as promptly as possible. The indemnitee will cooperate, at the cost of the indemnitor, in all reasonable respects with the indemnitor and its attorneys in the investigation, trial and defense of such claim and any appeal. The indemnitee may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal. In such case, the indemnitor will cooperate with the indemnitee's attorneys.

22.5 Settlement. An indemnitor will have no liability with respect to any settlement reached without its prior written consent. Settlements of indemnified claims will be subject to the indemnitee's approval, which will not be unreasonably withheld or delayed; provided, however, that such consent may be given or withheld in the indemnitee's sole discretion to the extent the settlement admits liability, stipulates to any declaratory or equitable remedy, or affects the indemnitee's intellectual property or Confidential Information.

22.6 Limitation. The indemnitor's liability to pay or reimburse amounts owed with respect to any indemnified claim will be limited to the extent of the indemnitor's proportional contribution to the relevant Claim. No indemnitor will be liable for any amounts owed with respect to Claims suffered by the indemnitee to the extent attributable to the indemnitee's negligence or willful misconduct.

22.7 Subrogation. In the event an indemnitor indemnifies an indemnitee pursuant to this Article, the indemnitor will, upon payment in full of such indemnity, be subrogated to all of the rights of the indemnitee with respect to the Claim to which such indemnity relates.

22.8 Service Provider Warranties. It is understood by the Parties that the indemnity provisions herein are distinct from the performance warranties as provided in the Agreement and its Schedules. Service Provider's acts and conduct which are related to its performance under this Agreement and its Schedules are not subject to the indemnity provisions of Article 22, but are instead subject to warranties, covenants, and promises to perform as described in Articles and Schedules, as they may be amended from time to time by the Parties in accordance with this Agreement.

## **23. DAMAGES**

23.1 Exceptions to Limitations. This Article 23 does not exclude or limit liability for (i) either Party's indemnification obligations with respect to Claims under Article 22, Indemnification, (ii) either Party's breach of Article 18, Security and Confidentiality, or Schedule 10, Security Protocol, and (iii) a Party's fraud or willful misconduct.

23.2 Disclaimer of Consequential Damages. Subject to Section 23.1, both Parties' liability hereunder will be for actual direct damages only and the Parties hereby disclaim liability to the other for any punitive, special, incidental or consequential damages or lost profits. The following costs and expenses will be considered direct damages and neither Party will assert that they are indirect, incidental, consequential or special damages or lost profits to the extent they arise directly from a Party's failure to perform in accordance with this Agreement:

23.2.1 costs and expenses to repair, recreate from the original documents of the Customer or reload any lost, stolen or damaged Customer Data;

23.2.2 costs and expenses to implement a work-around in respect of any failure to provide the Services;

23.2.3 costs and expenses to, replace lost, stolen or damaged hardware, Software or other materials;

23.2.4 cover damages, such as incremental costs and expenses incurred to procure the Services or corrected Services in- house or from an alternate source;

23.2.5 [RESERVED];

23.2.6 [RESERVED];

23.2.7 payments, fines, penalties or interest imposed by a governmental body or regulatory agency for failure to comply with requirements or deadlines;

23.2.8 Limitation on Service Provider Liability. Subject to Section 23.1, Service Provider's aggregate liability for damages to Customer during the entire Term will not exceed the lesser of Customer's actual, proven direct damages or the total Fees for the twelve (12) months immediately preceding the last act or omission giving rise to such claim for liability, unless the liability arises out of an act or omission during the first twelve (12) months after the Effective Date, in which case the Service Provider's aggregate liability for Customer's actual, proven direct damages will not exceed the estimated amount of Fees that would be payable during the first twelve (12) months of the Agreement.

23.3 Waiver of Liability Cap. In the event Service Provider's total liability for claims asserted by Customer under or in connection with this Agreement exceeds eighty five percent (85%) of the liability cap set forth in Section 23.2.8 and Service Provider refuses to waive such cap or increase the available liability cap, then Customer may terminate this Agreement upon sixty (60) days prior written notice to Service Provider, without payment of any Termination for Convenience Fees.

23.4 Limitation on Customer Liability. Subject to Section 23.1, Customer's aggregate liability for damages to Service Provider during the entire Term of the Agreement will not exceed the lesser of Service Provider's actual, proven direct damages or the total Fees for the twelve (12) months immediately preceding the last act or omission giving rise to such claim for liability, unless the liability arises out of an act or omission during the first twelve (12) months after the Effective Date, in which case Customer's aggregate liability for Service Provider's actual, proven direct damages will not exceed the estimated amount of Fees that would be payable during the first twelve (12) months of the Agreement.

23.5 Negotiated Risk Allocation. The Parties expressly acknowledge that the limitations and exclusions set forth in this Article have been the subject of active and complete negotiation between the Parties and represent the Parties' agreement based upon the level of risk to the Parties associated with their respective obligations under this Agreement and the payments provided hereunder to Service Provider for its performance of the Services.

## **24. INSURANCE**

24.1 General. Service Provider will maintain insurance during the term of this Agreement as set forth in Schedule 29 Customer Insurance Requirement. Service Provider will also cause its Subcontractors who perform Services at Customer Service Locations to maintain, or will maintain for such Subcontractors, insurance during the term of this Agreement as set forth in Schedule 29 Customer Insurance Requirement except with respect to limits.

24.2 Damage to Property. Service Provider is responsible for the risk of loss of, or damage to, any property of Customer at a Service Provider Service Location, unless such loss or damage was caused by the acts or omissions of Customer or an agent of Customer. Customer is responsible for the risk of loss of, or damage to, any property of Service Provider at a Customer Service Location, unless such loss or damage was caused by the acts or omissions of Service Provider or a Subcontractor.

## **25. FORCE MAJEURE**

25.1 Excuse from Performance. If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, acts of a public enemy, acts of a nation or any state, territory, province or other political division, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, theft, quarantine restrictions, freight embargoes or any other similar cause beyond the reasonable control and without the fault or negligence of such Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues.

25.1.1 The foregoing excuse from non-performance is conditioned upon such Party continuing to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, through the use of alternate sources, workaround plans, backup or emergency power, redundant telecommunications circuits, or other means.

25.1.2 Notwithstanding the foregoing, the acts or omissions of a Party's agents, subcontractors, representatives, materialmen, suppliers or other third parties providing products or services to such Party will not constitute a Force Majeure Event (unless such acts or omissions are themselves the product of a Force Majeure Event).

25.1.3 The occurrence of a Force Majeure Event does not excuse, limit or otherwise affect Service Provider's obligation to provide either normal recovery procedures or any other Disaster Recovery services specified in this Agreement or in any Service Description unless such Services themselves are prevented by the Force Majeure Event.

25.2 Responsibilities of Parties. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will:

25.2.1 immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and such Party's good faith estimate of the likely duration of such Force Majeure Event.

25.2.2 with the cooperation of the other Party, exercise all reasonable efforts to mitigate the extent of any non-performance, hindrance or delay caused by a Force Majeure Event and any adverse consequences of such Force Majeure Event, such as, in the case of Service Provider, (i) performance of required work or the provision of the Services with the use of Service Provider's qualified management or other employees or Subcontractors, as permitted by this Agreement, and (ii) cooperating with Customer's efforts to secure necessary replacement services from third party vendors and suppliers.

25.2.3 [RESERVED].

25.2.4 Immediately notify the other Party of the cessation of such Force Majeure Event.

25.3 Alternative Sources. Within two (2) hours of the occurrence of a Force Majeure Event, Customer and Service Provider will determine the extent to which, and the duration that, the Force Majeure Event is likely to prevent Service Provider from performing its obligations in accordance with this Agreement and whether Service Provider is likely to promptly procure a suitable temporary alternate source for the affected Services.

25.3.1 If any Force Majeure Event prevents, hinders or delays performance of any of the Services, and Service Provider is unable to promptly (but in no event later than 48 hours) provide a suitable temporary alternate source for the affected Services, Customer may, without payment of Termination Fees, procure such Services from an alternate source and suspend Service Provider's provision of such Services for the duration of the Force Majeure Event pursuant to an agreement executed between Customer and such alternate source in respect of the provision of such services. Customer shall be entitled to reimbursement from Service Provider (with such reimbursement not to cover any period to the extent in excess of ninety (90) days) for the costs and expenses of such alternate provision of Services to the extent that said costs and expenses exceed the amount that Customer would have paid Service Provider hereunder for such Services.

25.3.2 Subject in all cases to Section 15.4.4, for the duration of the agreement executed between Customer and an alternate source for affected Services as described in 25.3.1, Customer is not obligated to continue paying Service Provider for the affected services.

25.3.3 Customer shall have the right to terminate this Agreement without liability or the payment of termination fees in accordance with Section 15.4.5.

25.4 Allocation of Resources. Whenever a Force Majeure Event or a Disaster causes Service Provider to allocate limited resources between or among Service Provider's customers, Service Provider will treat Customer (and restoration of Services to Customer) as well or better than every other Service Provider customer. In addition, in no event will Service Provider re-deploy or reassign any Key Service Provider Personnel to another account in the event of a Force Majeure Event.

## 26. NOTICES

26.1 General. Any notice or other communication which either Party hereto is required or authorized by this Agreement to give or make to the other will be given or made either by reputable air courier service, or by facsimile transmission confirmed by electronic confirmation, addressed to the other Party in the manner referred to below and, if that notice is not returned as being undelivered within seven (7) days of dispatch of that notice or communication in the case of reputable air courier service, or is electronically confirmed in the case of facsimile transmission, such communication will be deemed for the purposes of this Agreement to have been given or made after three (3) days, if sent by reputable air courier service, or (four) 4 hours, for a facsimile transmission.

26.2 Addresses. For the purposes of Section 26.1 above, the address of each Party will be:  
For Service Provider:

For Service Provider:

Unisys Corporation  
801 Lakeview Drive, Suite 100  
Blue Bell, PA 19422  
Attn: Vice President US&C Public Sector Accounts

## Master Service Agreement

With a copy of all legal notices to:  
801 Lakeview Drive, Suite 100  
Blue Bell, PA 19422  
Attn: General Counsel

For Customer:

City of Santa Clara  
Attention: Information Technology Department  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 241-3479

With a copy of all legal notices to:  
City of Santa Clara  
Attention: City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 249-7846

Either Party may change its address for service by notice as provided in this Article.

### **27. NON-SOLICITATION**

27.1 General. Except as provided in Articles 6 and 15 , during the Term and for the period of six (6) months after the expiration or termination of the Agreement (and any Termination Assistance or extension of Services under Sections 15.7 and 15.9, Neither Party will , without the prior written consent of the other Party directly or through a third party, intentionally solicit or entice away (or seek or attempt to entice away) from the employment of the other Party's employees . This Article 27 will not apply to unsolicited responses by employees to general recruitment advertising In addition, this Article 27.1 shall not apply to Customer soliciting Service Provider's employees solely dedicated to providing the Services.

### **28. RELATIONSHIP**

28.1 Independent Parties. Service Provider and Customer are independent entities. Neither this Agreement will constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership relationship, employer/employee or formal business organization of any kind and neither Service Provider nor Customer will have the right to bind the other without the other's express prior written consent.

28.2 Third Party Agreements. Unless otherwise agreed, Service Provider will provide that all Third Party Agreements that are to be assigned or transferred to Customer pursuant to Article 15, will be freely assignable to Customer without any modification or consent, subject only to Customer agreeing to assume Service Provider's obligations thereunder from and after the effective date of the assignment.

### **29. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be separable from the remainder of the provisions hereof which will continue in full force and effect as if this Agreement had been executed with the invalid provisions eliminated.

### **30. WAIVER**

The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder or thereunder, will not constitute a waiver thereof and will not cause a diminution of the obligations established by this

Agreement. A waiver of any default will not constitute a waiver of any subsequent default. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

**31. PUBLICITY**

31.1 Customer Publicity. Customer may in its discretion make any press announcements or publicize this Agreement or any matters relating to any of the transactions contemplated hereby.

31.2 Service Provider Publicity. Except with the written consent of Customer, Service Provider will not make any press announcements or publicize this Agreement or any matters relating to any of the transactions contemplated hereby or use any Customer name or trademark in any way whatsoever.

**32. GOVERNING LAW**

32.1 General. This Agreement will be governed by and construed in accordance with the laws of the State of California and applicable U.S. federal laws, without giving effect to its principles of conflict of laws.

32.2 [RESERVED].

32.3 UN Convention. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

32.4 Binding Nature. This Agreement is binding on Service Provider and Customer and their respective successors and permitted assignees.

**33. ASSIGNMENT AND DIVESTITURE**

33.1 Assignment. Service Provider may not assign this Agreement without the prior written consent of Customer. Any such assignment will be void. Customer may assign or transfer this Agreement, upon notice to Service Provider, to a related party or unrelated party pursuant to a sale, merger or other business reorganization of Customer or any of its operating units.

33.2 [RESERVED].

**34. GOOD FAITH**

Whenever this Agreement requires or contemplates any action, consent or approval, each Party will act reasonably and in good faith and will not unreasonably withhold or delay such action, consent or approval, unless the Agreement expressly establishes some other standard, such as exercise of a Party's sole discretion.

**35. FURTHER ASSURANCES**

Each party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

**36. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (such as any employees of the Parties) other than the Parties or their respective successors or permitted assigns.

**37. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

**38. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all prior communications and agreements between the Parties relating to its subject matter.

(document continues on next page)

Master Service Agreement

IN WITNESS, WHEREOF, this Agreement is hereby executed by the duly authorized representatives of the Parties, as set forth below.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

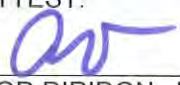
CITY OF SANTA CLARA, CALIFORNIA  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 5.22.17

  
BRIAN DOYLE  
Interim City Attorney

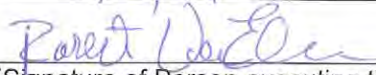
  
RAJEEV BATRA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:  
  
ROD DIRIDON, JR.  
City Clerk

"City"

**UNISYS CORPORATION**  
a Delaware corporation

Dated: 5/3/17

By:   
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Robert Von Essen

Title: Director of Public Sector Accounts

Local Address: 801 Lakeview Drive, Suite 100  
Blue Bell, Pennsylvania 19422

Email Address: Robert.VonEssen@unisys.com

Telephone: (916) 607-7700

Fax: (916) 607-7700

"CONTRACTOR"

**SCHEDULE 1**  
**DEFINITIONS**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**UNISYS CORPORATION**

**Schedule 1**

**Definitions**

TERM	DEFINITION
“Additional Resource Charges” or “ARC”	As defined in Schedule 5, Fees.
“Agreement”	Means that certain managed services agreement by and between the City of Santa Clara and Service Provider
“Affiliate”	Means, with respect to an entity, any other entity Controlling, Controlled by or under common Control with that entity.
“Annual Execution Plan”	As defined in Schedule 3A, Cross Functional Statement of Work
“Appendices”	Means the Appendices to the Schedules that may be mutually agreed upon by the Parties from time to time.
“Application Software”	Means any non-Core Software package (e.g., City COTS and custom developed applications).
“Assigned Agreements”	Means those Customer agreements with third parties specified in Schedule 8 that are assigned to Service Provider.
“Authorizations”	Means any notice, consent, license or authorization from any regulatory, governmental or other authority necessary, required or customary for a Party to enter into or perform its obligations under this Agreement.
“Availability”	<p>Means the percentage of time that a given Service or system is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or system is deemed to be equal to or better than a designated Service Level</p> $\text{Availability (\%)} = 100\% - \text{Unavailability (\%)}$ <ul style="list-style-type: none"> <li>▪ Where Unavailability is defined as:</li> </ul> $\Sigma \frac{\text{Unplanned Outage Duration}}{\text{Schedule Time}} \times 100\%$ <ul style="list-style-type: none"> <li>▪ Schedule Time - Planned Outages</li> </ul> <p>Availability measurement calculations shall be limited to those Service and system components that are directly under the control of Service Provider, as well as Service and system components for which Service Provider is responsible for subcontracting to Third Parties. Availability measurement calculations shall exclude any Service or system elements downtime to the extent caused by a Force Majeure Event, as well as any Service or system that is controlled exclusively by the City.</p>
“Base Case”	Means Customer’s budget for those functions directly and indirectly considered as Services and related to providing Services.
“Base Fees”	As defined in Schedule 5, Fees.
“Change”	Means any change with respect to the scope or performance of the Services.
“Change Control Procedures”	As defined in Section 5.6 of the MSA, means the procedures set forth in Schedule 14, pursuant to which the parties will propose, authorize and implement any Change.
“Change Order”	As defined in Schedule 14, Change Control Procedures.
“Change Request”	Means a request by the City of Service Provider to implement a Change to the Services or a City request that Service Provider perform a new service

TERM	DEFINITION
	(each, a “Change Request”).
“Claim”	Means all claims for Losses asserted by third parties.
“Commissioned Work”	As defined in Section 16.4., means all non-Software literary works or other works of authorship that may be created pursuant to or in connection with this Agreement, including any procedures manuals, training materials and other items that are created for Customer.
“Confidential Information”	Means all information that relates to the business, affairs, products, developments, trade secrets, know how, personnel, customers and suppliers of either Party that has been designated as “confidential information” by a Party and disclosed under circumstances sufficient to place the recipient on reasonable notice of the confidentiality of the information, together with all information derived from the foregoing, but excluding any information (i) independently developed by the receiving Party without using the Confidential Information of the disclosing Party, (ii) publicly disclosed by an entity other than the receiving Party under no duty of confidentiality or (iii) rightfully in the possession of the receiving Party without a duty of confidentiality prior to the receipt of such information.
“Configuration Item” or “CI”	Means a component of an infrastructure which is (or is to be) under the control of Configuration Management.
“Consents”	Means any notice or consent required for Customer to (i) transfer or assign any Assigned Agreements to Service Provider, (ii) permit Service Provider to Use any Customer Software, (iii) permit Service Provider to manage any Managed Agreements under this Agreement, (iv) permit Service Provider to transfer to Customer any Third Party Agreements in accordance with Section 15.7 or (v) permit Customer to Use any Service Provider Software.
“Contract Year”	Means each 12-month period during the Term, starting on the Effective Date.
“Control” (and derivatives)”	Means, with respect to an entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest ordinarily having voting rights), or the direct or indirect power to direct the management and policies of the entity.
“Control Rules”	As defined in Section 14.8., means the legal obligations under the Securities Act of 1933; the Securities Exchange Act of 1934; the Sarbanes Oxley Act of 2002; related rules and regulations of the Securities and Exchange Commission, including Regulation S-X; the rules, regulations and listing standards of the New York Stock Exchange; the rules, regulations and standards of the Public Company Accounting Oversight Board; and any other financial control or disclosure requirement imposed by law on public companies, as such legal requirements may be amended or modified from time to time.
“Core Software”	Means Core Software the suite of Software programs used to build a City-defined standard image for a supported device (e.g., operating system Software, office productivity and messaging Software, information security tools, remote connectivity Software).
“Corrective Assessment”	Are fixed monetary amounts due and payable to Client as a result of a failure by Service Provider to meet a Critical Milestone. Corrective Assessments are specified for each project and are set forth in Schedule 4.
“Critical Deliverable”	Means those Deliverables set forth in Section 8 of Schedule 3.
“Critical Milestone”	Means specific performance objectives associated with discrete projects that have a fixed time frame for completion (e.g., completion of Transition). Projects for which Critical Milestones have been identified are set forth in Schedule 4.
“Critical Transition Milestones”	Means the transition milestones set forth in the Transition Plan in Schedule 13 that are identified as critical.
“Customer Data”	Means any and all data provided to Service Provider by Customer, its agents

TERM	DEFINITION
	or customers, or collected by Service Provider in the course of its performance of the Services and any and all data generated or compiled from or using such data, including, without limitation, any personal data of any Customer employee or contractor and any data concerning any of Customer’s customers.
<b>“Customer Intangible Property”</b>	As defined in Section 17.2., means and includes all or any part of the Customer Data, Customer Software or other intangible property of Customer, including work-in-progress.
<b>"Customer Materials"</b>	Means any materials, documentation, manuals, guidelines, business processes, methodologies, database rights, inventions, designs, drawings, Confidential Information or other items licensed or owned by Customer and used by Customer to support its IT or other operations, excluding Customer Software and excluding the Service Provider Software and Service Provider Materials.
<b>“Customer Service Locations”</b>	Means the Service Location’s owned or leased by Customer, at which Services will be delivered. The Customer Service Locations are identified in Schedule 15, Service Locations.
<b>“Customer Software”</b>	Means the Software listed in Schedule 19, Customer Software. For the avoidance of any doubt, Customer Software may include both Software owned by and licensed to Customer, but excludes Software licensed to Customer by Service Provider.
<b>“Database”</b>	<p>Means the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) SQL – The count of instances of SQL Server installs.</li> <li>(b) Oracle – The count of instances of Oracle installs.</li> <li>(c) Other database instances that may be added through change control</li> </ul> <p>Note: For RU purposes, Database shall mean a physical instance.</p>
<b>“Default”</b>	<p>Means the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) any material breach by Service Provider of its obligations under the Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in the Agreement) after Client provides Service Provider with written notice thereof;</li> <li>(b) any material breach by Service Provider with respect to its obligations under the Agreement not capable of cure;</li> <li>(c) performance of the Services by Service Provider in a manner that meets or satisfies any one or more of the criteria expressly specified in Schedule 3 or Schedule 4 as constituting a Default, subject to any applicable cure period, or</li> <li>(d) any failure by the Service Provider to meet a specific Service Level in three (3) or more consecutive Measurement Intervals or four (4) or more non-consecutive Measurement Intervals in any rolling twelve (12) month cycle.</li> <li>(e) any breach by Service Provider with respect to any of its representations and warranties under the Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in this Agreement) after Client provides Service Provider</li> </ul>

TERM	DEFINITION
	<p>with written notice thereof;</p> <p>(f) the failure by Service Provider to complete the transition of all Services to Service Provider as set forth herein, provided that such Default shall not be subject to a cure period;</p> <p>(g) any material breach by Service Provider of its obligations regarding execution of the Disaster Recovery Plan or BCP during a disaster, provided that such Default shall not be subject to a cure period;</p> <p>(h) numerous or repeated breaches by Service Provider of its obligations under this Agreement which collectively constitute a material breach by Service Provider of its obligations under the Agreement, provided that such Default shall not be subject to a cure period;</p> <p>(i) the existence of a material representation by Service Provider in the Agreement that Service Provider knew or should have known was materially false when made, except that, if such misrepresentation is curable and such cure will fully and completely effect a reasonable resolution, there shall not be a Default if such misrepresentation is cured within fifteen (15) days after Service Provider has been notified by Client in writing thereof;</p> <p>(j) the insolvency of Service Provider, the entrance of Service Provider into receivership or any arrangement or composition with creditors generally, the filing of a voluntary petition (or an involuntary petition that is not dismissed within sixty (60) days) for bankruptcy or reorganization or dissolution or winding-up of Service Provider, a general assignment for the benefit of creditors of Service Provider, or a seizure or a sale of a material part of Service Provider’s property by or for the benefit of any creditor or governmental agency;</p> <p>(k) an assignment or attempted assignment by Service Provider in violation of the terms hereof;</p> <p>For purposes of the Agreement, the word “cure” shall include implementation by the applicable Party of a reasonable work-around or similar temporary measures, provided that such measures do not cause the other Party to incur significant expense, or expend significant time or resources, and that the defaulting Party continually pursues and promptly implements a full and complete cure until such time as such cure is so effected.</p> <p>Unless the Agreement expressly states that no cure period shall apply or otherwise provides for a different cure period with respect to any event or circumstance that qualifies as a Default under paragraphs (a) through (k) above (in which case no cure period or such other cure period shall apply, as applicable), there shall be a cure period of thirty (30) days with respect to such event or circumstance.</p> <p>In each instance in which the Agreement contemplates a cure period or otherwise affords a Party an opportunity to cure a potential Default, (i) the other Party shall be required to provide written notice to such Party of such potential Default, (ii) the cure period shall begin when such notice has been received by such Party, and (iii) the potential Default shall not give rise to a Party’s rights and remedies under Section 15 of the Agreement unless such</p>

TERM	DEFINITION
	notice has been provided and the cure period based thereon has elapsed.
<b>“Defect”</b>	Means an error or flaw that produces an incorrect or unexpected result or behavior, or a failure to meet or comply with requirements, specifications and documentation.
<b>“Deliverable(s)”</b>	Means all tangible products commissioned by Customer including Software, hardware, systems and related documentation, manuals or other items that Service Provider may develop, or have developed, for Customer pursuant to or in connection with this Agreement, and includes, without limitation, (i) any modification or enhancement of, or derivative work based upon, the Customer Software or Customer Materials or hardware or systems or (ii) any third party Software or related documentation, manuals or other materials licensed to Customer and developed by Service Provider or any of its Affiliates, Subcontractors or other agents as part of the Service. Deliverables will not include the ongoing delivery of Services under the Service Description.
<b>“Disaster”</b>	Means any unplanned interruption or disruption of the Services that at a minimum materially impairs the ability of Service Provider to deliver the Services in the manner specified in the applicable Service Description.
<b>“Disaster Recovery”</b>	Means the restoration by Service Provider of the critical processing functions as identified in a Disaster Recovery/Business Recovery Plan pursuant to the terms of such plan as set forth in Schedule 23, Business Continuity and Disaster Recovery Plan and applicable Service Description or the Procedures Manual.
<b>“Dispute”</b>	As defined in Section 21.3., means any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement including, but not limited to, disputes as to the creation, validity, interpretation, breach or termination of this Agreement.
<b>“End-User”</b>	Means any individual who is designated by Customer to receive or use the Services.
<b>“Effective Date”</b>	As defined in the first paragraph of this Agreement.
<b>“Escrow Account”</b>	Means an account established with a Third Party escrow agent as described in Section 11.6.
<b>“FAQs”</b>	Means frequently asked questions.
<b>“Fees”</b>	As set forth on Schedule 5, Fees. Means all charges to be paid by Customer to Service Provider for Services.
<b>“Firewalls”</b>	Means the combined count of firewalls and VPN appliances.
<b>“Force Majeure” or “Force Majeure Event”</b>	As defined in Section 25.1 of the Master Service Agreement
<b>“Full Rights”</b>	As defined in Section 16.2.3., means, with respect to Deliverable, that Customer will own no right, title or interest in or to the Deliverable, apart from Customer's continuing rights in and to any Customer Software or Customer Materials that may be incorporated or embedded in such Deliverable.
<b>“Governance Model”</b>	As set forth in Schedule 17, Governance Model.
<b>“IMACD”</b>	Means install, move add, change or disposals
<b>“Impact Assessment”</b>	As defined in Section 5.8, means Service Provider's notification to Customer of the expected impact of Customer's change in priorities for (i) scheduling work, (ii) the relocation of Services to a different Service Location, (iii) Customer's performance of facilities-related services at the Customer Service Locations, or (iv) such other changes directed by Customer.
<b>“Incident”</b>	Means any event which is not part of the standard operation of (1) a Service

TERM	DEFINITION
	and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service and (2) any hardware, Software or systems supported by Service Provider under the Agreement and which causes, or may cause, an interruption to, or a reduction in, the quality of the operation of such hardware, Software or systems.
“Indemnified Item”	As defined in Section 22.3, means the Customer Software or Customer Materials, in the case of Customer, and the Services, the Deliverables, Service Provider Software or Service Provider Materials, in the case of Service Provider, or the Confidential Information provided by or on behalf of the other Party.
“Initial Term”	As defined in Section 15.1, means the time period agreed upon by the Parties as the initial term.
“Intellectual Property Rights”	As defined in Section 16 of the Agreement.
“ITIL”	A set of practices for IT Service Management (formerly an acronym for Information Technology Infrastructure Library)
“Key Service Provider Personnel”	As defined in Section 7.2
“Law” or “Laws”	Means any treaty, directive, statute, legislation or other law enacted by any federal, state or local government in a relevant jurisdiction, including any Regulatory Requirement contemplated thereunder.
“Level 0”	Means the support that provides End-Users with basic Software and/or hardware self-help capabilities (e.g., reporting and tracking Incidents and Service Requests via web forms, password reset tools).
“Level 1”	Means the first level of support for all Service Requests and Incidents. End-User calls shall be answered and screened for the nature of the calls, the calls shall be logged into a call tracking system, a Priority Level shall be assigned to each reported Incident, and all Incidents that can be Resolved without escalation are Resolved. Level 1 support includes support to address basic software and/or hardware Incident Resolution, basic “how to” support and basic service request support (e.g., password resets, unlocking accounts).
“Level 1.5”	Means the support provided by the Service Desk to address Incidents and Service Requests that cannot be Resolved by Level 0 Support or Level 1 Support and requires support from Service Desk staff with specific Application System functional knowledge, or requires a Service Desk analyst to run diagnostics and remotely perform advanced troubleshooting. Level 1.5 support may include ordering parts as needed to facilitate any required desk side visits from field services technicians (Level 2 support).
“Level 2”	Means the second level of support – contacted by Level 1 support after Level 1 support has attempted to Resolve the Incident or Service Request with the tools and processes available to Level 1. Level 2 support is support provided for Incidents and Service Requests that require more complex support and/or subject matter expertise on software or infrastructure and is usually an escalation of the Incident or Service Request from Level 1 support. Level 2 support is typically provided by SMEs in the applicable Service Tower or third party Service Tower (e.g., application system support groups, enterprise computing), which may include Service Provider personnel, Customer personnel, and Third Party Service Tower personnel, or is provided by field technicians providing End-User support.
“Level 3”	Means the third level of support – the support provided for complex Software and infrastructure Incidents and Service Requests, and is usually an escalation from Level 1 support, Level 2 support and usually involves systems engineers certified in the applicable Service Tower or Third Party Service Tower, or Third Party vendors (e.g., hardware and Software vendors).

TERM	DEFINITION
“Limited Rights”	As defined in Section 16.2.2, means with respect to a Deliverable, Service Provider will have the perpetual, irrevocable, paid-up, royalty-free, worldwide, non-exclusive, sub-licensable but otherwise non-transferable right to Use the Deliverable, in whole or in part.
“Malicious Code”	Means any virus, worm, Trojan horse, time bomb, spyware or other malicious code intended to interrupt, corrupt, disable or damage computer programs, systems, environments or data, or to permit unauthorized access thereto.
“Managed Agreement Invoices”	Means any invoices related to the Managed Agreements.
“Managed Agreements”	Means any of Customer’s agreements with third parties that are managed or administered by Service Provider and listed in Schedule 8.
“Master Service Agreement” or “MSA”	Means this Agreement and its Schedules.
“Measurement Interval”	Means the period during which Service Provider’s performance against a particular Service Level will be measured, as set forth in Exhibit 1 to Schedule 4 to the Agreement.
“Messaging”	Means the occurrence of any one or more of the following: (a) Services (MS Outlook) – The count of mailboxes that are hosted exclusively in one of the city’s data centers. (b) Services (Office 365) – The count of mailboxes that are hosted with the Microsoft Azure Office 365 Cloud. (c) Other Messaging platforms or services that may be added through change control
“NAS”	Network Attached Storage. Means the volume of utilized storage in TB for the network attached storage. See schedule 5 – Fees.
“No Rights”	As defined in Section 16.2.1, means with respect to a Deliverable, that Service Provider will have no rights in the Deliverable, other than Residual Rights.
“Out-of-Scope Service”	Means a service that is not within the scope of the Services prior to the execution of a Change and is not contemplated under Section 3.1 and Section 3.2 of the Agreement
“Parties”	Means both Service Provider and Customer.
“Party”	Means either Service Provider or Customer as appropriate
“Physical Servers”	Means the occurrence of any one or more of the following: (a) ESX Host Servers – The count of physical servers that host VMWare virtual machines. (b) Windows Servers – The count of all other physical servers not host Virtual Machines. (c) Other servers that may be added through change control.  Note: Includes machines in all environments rather than exclusively production.
“PMO”	Means Project Management Office.
“Polycoms”	Means a telephone set that provides specialized conferencing capabilities.
“Priority Level”	Means the level of business criticality and business impact that is assigned to an Incident, and the urgency with which a response and Resolution is required. The Priority Levels are Priority Level 1, Priority Level 2, Priority Level 3 and Priority Level 4
“Priority Level 1”	As defined in Schedule 4, Exhibit 1
“Priority Level 2”	As defined in Schedule 4, Exhibit 1

<b>TERM</b>	<b>DEFINITION</b>
<b>“Priority Level 3”</b>	As defined in Schedule 4, Exhibit 1
<b>“Priority Level 4”</b>	As defined in Schedule 4, Exhibit 1
<b>“Problem”</b>	Means the unknown underlying cause of one or more Incidents.
<b>“Procedures Manual”</b>	Means a written document that includes Service Provider's procedures for performing the Services and all operations manuals, support plans and user guides necessary and sufficient to document such procedures.
<b>“Project”</b>	Means any discrete amount of work undertaken, in accordance with Section 3.2 of the Agreement, to create a product, solution or service. Each Project must be carried out pursuant to the Project request and approval process.
<b>“Project Services”</b>	A group of related but temporary work activities undertaken to create a unique product, service or result to meet specified objectives.
<b>“Reduced Resource Charge” or “RRC”</b>	As defined in Schedule 5, Fees.
<b>“Regulatory Requirement”</b>	Means any applicable regulation, ordinance, government decree or other government requirement with respect to a Party's performance of its obligations under this Agreement.
<b>“Resolution” and its derivatives</b>	Means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the system and/or End User(s) to non-degraded full functionality. Implementing a workaround is a partial or temporary resolution.
<b>“Root Cause Analysis” or “RCA”</b>	An activity that identifies the root cause of an Incident or Problem.
<b>“Schedule”</b>	Means a Schedule attached to this Agreement.
<b>“Security Protocol”</b>	As defined in Schedule 10, Security Protocol.
<b>“Service Commencement Date”</b>	Means the date set forth in Schedule 13 for completion of the Transition of Services.
<b>“Service Level”</b>	Means the standards prescribed for the performance and quality of the Services pursuant to this Agreement as defined in Schedule 4.
<b>“Service Credits” or “Credits”</b>	Means the amounts set forth in Schedule 4 to be paid or credited by Service Provider in the event Service Provider fails to provide the Services in accordance with the applicable Service Levels.
<b>“Service Locations”</b>	Means the locations set forth in Schedule 15, as may be changed by the Parties from time to time in accordance with the Change Control Procedures.
<b>“Services”</b>	As defined in Section 3 of the Agreement.
<b>“Service Provider Indemnities”</b>	As defined in Section 22.2.
<b>“Service Provider Materials”</b>	Means any materials, documentation, manuals, guidelines, business processes, methodologies, database rights, inventions, designs, drawings, Confidential Information or other items licensed or owned by Service Provider and used by Service Provider to perform the Services, excluding Service Provider Software and the Customer Software and Customer Materials.
<b>“Service Provider Owned Software”</b>	Means any Service Provider Software owned by Service Provider or any of its Affiliates.
<b>“Service Provider Locations”</b>	Means any Service Location owned or leased by Service Provider from which Services will be delivered. The Service Provider Locations are identified in Schedule 15 – Service Locations.
<b>“Service Provider Software”</b>	Means Software that is owned or licensed by Service Provider or any of its Affiliates, Subcontractors or other agents and used by Service Provider or any of its Affiliates, Subcontractors or other agents to provide the Services.
<b>“Service Provider Third Party Software”</b>	Means any Service Provider Software licensed by Service Provider or any of its Affiliates, Subcontractors or other agents

TERM	DEFINITION
	From a third party.
“Service Request”	Means a request from a user for advice, information, a routine change or access to some IT service.
“Service Tower”	Means each of the Statements of Work (SOWs) set forth under Schedule 3
“SME”	Means Subject Matter Expert.
“Software”	Means any application, operating system, middleware component, tools, utilities or other computer program, in object or source code form as applicable in the circumstances.
“SOW”	Means Statement of Work.
“Specifications”	Means technical and functional documentation describing the Deliverables, as prepared by the Service Provider and approved by Customer.
“Subcontractor”	As set forth on Schedule 18, Approved Subcontractors. Means any agent or contractor approved by Customer and retained by Service Provider to perform Services on behalf of Service Provider.
“Tape Backup”	Means the copying of data to a physical tape storage for the purpose of providing off-site storage of data.
“TB”	Means Terabytes.
“Term”	As described in Section 15.
“Termination Assistance”	As defined in Schedule 16, Termination Assistance.
“Third Party”	Means an entity other than Service Provider and its Affiliates and other than Customer and its Affiliates.
“Third Party Agreements”	Means any Third Party license agreements, support agreements and other third party contract rights utilized by Service Provider in connection with the performance of the Services.
“Transition”	Means the set of tasks and activities necessary and sufficient for Service Provider to complete the successful transfer of Services from Customer or its contractors to Service Provider, in accordance with Schedule 13.
“Transition Plan”	Means the plan agreed to by the Parties to effectuate the Transition attached as Schedule 13, Transition Plan and Milestones.
“Transition Schedule”	Means the schedule or timeline from commencement to completion of Transition.
“Transition Services”	As defined in Section 4.1.
“Use”	Means to make, reproduce, copy, distribute, adapt, modify, make derivative works of, perform, display, transmit and otherwise use, and to sublicense any or all of such rights to third parties.
“Virtual Instance”	<p>Means the occurrence of any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) An emulation of a computer system providing the functionality of a physical computer, including but not limited to computers running operating systems such as Windows or Unix/Linux.</li> <li>(b) The count of Virtual Machines running on an ESX Host Server.</li> <li>(c) Other virtual servers that may be added through change control.</li> <li>(d)</li> </ul> <p>Note: Includes machines in all environments rather than exclusively Production</p>
“VPN”	Means a Virtual Private Network, a means of an authorized remote user connecting securely to the city network to gain access to city applications.
“Wireless Controller”	Means a network device that provides control and management of Wi-Fi access points on a network.

**SCHEDULE 2**

**FINAL SERVICE TOWER SOLUTIONS**

**to the**

**IT MANAGED SERVICES AGREEMENT**

**between**

**THE CITY OF SANTA CLARA**

**and**

**UNISYS CORPORATION**

## 1.0 General Solution Questions

**Instructions:** Provide responses to each of the following general solution questions. Limit your response to half a page for each question:

1. Under each of the City goals and objectives listed below, summarize how each objective will be supported through the proposed solution, both short term and long term. Be as specific as possible.
  - a) Enhance business capabilities with commercially available local government focused applications

### Response

Unisys is a global market leader in IT services for government agencies and understands the challenges that city governments are facing to transform their business capabilities securely to better serve their employees and citizens. A key aspect of enhancing business capabilities is to listen to Departmental goals and translate those requirements to a clear strategy to drive business value. The industry is filled with innovative commercially available government business applications. Insight from Unisys government experts will contribute to the evaluation and selection of business applications that meet the City's needs. Additionally, we will work closely with Department leaders to develop a prioritized Citywide digital strategy along with a roadmap that identifies the short, medium, and long term projects that enable the strategy, including the replacement of legacy applications. Unisys will drive this digital roadmap mainly through finding the right commercially available applications by using the following strategies:

- Think “Cloud First” when evaluating new applications, major upgrades, and cloud management
- Review products used by other government organizations of a similar size and scope to compare and contract ideas – in particular in California but also nationally
- Review COTS software products in all tiers to find the most suitable (i.e., do not just look at Tier 1 COTS solutions)
- Use commercially available software where possible to avoid costly custom solutions
- Pursue transparency anytime, anywhere as well as security in everything we do
- Work closely with current COTS application vendors to drive effective upgrades and maintenance activities to maintain continued improvement in existing application performance and functionality
- Use DevOps and Agile (SAFe Framework) methodologies to effectively deploy secure solutions.

The Unisys Team has years of experience in managing the City's applications effectively. Through this experience, Unisys developed solid relationships with the business stakeholders and OEM vendors. We are well prepared to deploy the above strategies to not only expand new services capabilities but also provide the framework to drive the City's digital government strategy.

- b) Take advantage of SaaS and cloud based technologies and services to enhance flexibility and technology and business capabilities currency.*

Response

SaaS and cloud based technologies are a critical part of the City's future; Unisys is a leader in helping governments such as the City move safely and securely to these technologies. Cloud and SaaS solutions offer a level of flexibility, availability, and security that help clients such as the City of Santa Clara to deliver improved services to its citizens.

Unisys has public sector leading experts who will guide, support, and work closely with Department leaders and City IT to further identify, prioritize, and deliver these services to the City's citizens. Additionally, Unisys will continue to bring a security mindset to this effort to protect City services and data as well as confirm that applications meet required standards for security such as Payment Card Security (PCI) and the Sarbanes-Oxley Act of 2002 (SOX).

Over the past 7 years, Unisys brought a wealth of application rationalization, modernization, best practices, and knowledge to the City to support its "Cloud First" strategy. Focus was placed on citizen engagement, including moving City services to web, cloud, and mobile technologies. Today, 20 percent of the City's applications have been moved to the cloud or to SaaS models. The move of the City's websites (content management system) to the cloud enabled them to always be available during Super Bowl 50, when traffic increased by 500 percent. As upgrades are being planned, a cloud first strategy is being used (an example being the recent upgrade of Questica Budget and move to the (hosted) cloud) if there is an ROI and it makes sense for the City. In addition, any new system requirements are being written with the cloud (hosted) or SaaS in mind. Apart from software products being cloud-based, we will also look at storage needs to see if it would make sense for that to be cloud-based (e.g., video – body worn camera, water and sewer pipes video). The Unisys Team will continue to provide the level of dedication and deep knowledge of the City's applications and infrastructure to promote successful outcomes while we accelerate the SaaS and cloud initiatives in the short and long term.

Unisys is providing an Infrastructure-as-a-Service solution for near future IT roadmap and business needs, which include a Cloud Management platform (CMP) and an integrated end-to-end solution to provide integration of private cloud (on premise) based on VMware and public cloud providers (Amazon, Azure, VMware as required). This will facilitate the City of Santa Clara's future workload consolidation, automation, orchestration, rapid deployment, and automated provisioning in an open and modular manner. Providing the ability and flexibility to expand or move workloads to the cloud will facilitate an elastic compute platform and at the same time reduce demand on physical data center assets, reducing the capital expenditures and eliminating procurement delays.

The implementation of CMP will begin after the ServiceNow "go-live" date and will be complete and documented within 90 days.

- c) Establish and execute a Citywide digital strategy to improve citizen engagement across the City's customer groups.*

### Response

As the City embarks on its third-generation IT as-a-Service transformation, it is targeting to increase citizen and community engagement through a wide variety of digital technologies that will promote openness, transparency, and ease of doing business with the City. Unisys will provide a methodology to facilitate the understanding and prioritization of City and department goals by key City stakeholders; and a clear strategy with a short and long-term roadmap is developed to meet those goals.

Unisys will maintain this roadmap and provide effective communications on progress to ensure that the City makes progress on its citizen and community engagement goals through the prioritized roadmap.

Unisys will produce a “*Digital Strategy Plan and Roadmap*” in the first year (within 12 months) after “go live” that is intended to provide a high-level framework and prioritized roadmap of Digital Government related projects and initiatives for the City. Following the initial deliverable, this roadmap document will be revalidated and updated at least once every 12 months to reflect any changes in the City’s priorities and technological changes.

The “Digital Strategy Plan and Roadmap” will contain the following:

- List of all the projects and initiatives in a Microsoft Word document that describes the goals, desired outcomes, and a clear description of the initiative, inclusive of any people, process, and technology components in the initiative. For example an initiative could be – Conduct Focus groups across key segments across the City who use online bill payment services.
- High level (Rough Order Magnitude) cost estimate and time duration for completion of the initiative. This will also include where possible and feasible a rough order projection of benefits (quantitative or qualitative) that accrue from implementing this initiative.
- Initiatives laid out in a high level Gantt Chart or an equivalent depiction that sequence these initiatives over a 3 to 5 year time frame.
- MS PPT document of the same content and a final presentation to the key City Stakeholders.

Unisys activities will include the following:

- Reviewing existing documents, projects underway across the City and various departments (a maximum of 8 such departments including the Information Technology Department) Interview major City stakeholders in various departments and prioritization of the City’s digital needs and opportunities, and help the City develop a Strategic Roadmap of Digital Government Initiatives by leveraging our Strategic Advisory consulting capabilities.
- Providing a ROM cost for these initiatives and their dependencies (including one time and ongoing cost estimates)

- Assist with ongoing monitoring of these initiatives that the City chooses to implement. The Unisys Applications Program Manager and Enterprise Architect, along with our PMO, will monitor of the strategy, priorities, and associated projects and initiatives. They will also leverage the knowledge of the Unisys digital government experts.

The specific activities to be undertaken, the deliverables that will be produced and City's responsibilities, and our assumptions are highlighted below:

**Producing the “Digital Strategy Plan” – First 12 months after “Go Live”**

The following Unisys Team members (inclusive of any subcontractors) will be involved in this effort:

*Unisys PMO (including the Project Lead from the day-to-day onsite team):* This person will coordinate the various activities of this effort, facilitate the scheduling of interviews, identify City resources for interviews and workshops, and schedule the workshops and final presentation. This role will work closely with the City designated decision maker to identify any issues and make any decisions on behalf of Unisys.

*Unisys Applications Project Manager:* This role will be part of the onsite team and will coordinate the technical activities of the effort with the City stakeholders and the subject matter experts.

*Unisys Enterprise Architect (part of the day-to-day onsite team):* This role will be part of the onsite team and will coordinate the technical activities and ensure alignment with the IT strategic plan and enterprise architecture.

*Unisys ApplicationS Program Manager (part of the day-to-day onsite Team):* This role will be part of the onsite team and will assist by providing the team with information on Application development projects underway across various projects at the City and those that have been planned and budgeted for, and coordinating with the various departments.

*Unisys Consultants (additional staff for this deliverable):* Unisys consultants will conduct interviews with City staff, subject matter experts, and stakeholders; facilitate the workshops; review any documentation and materials relating to Digital Government initiatives at the City; prepare for the workshops; produce the deliverable; and participate in the final presentation of the deliverable to the City stakeholders. Unisys Consultants will work both off site and on site in order to complete their tasks.

*Unisys Digital Government Subject Matter Expert (additional staff for this deliverable):* Unisys Digital Government Subject Matter Expert will work closely with the Unisys consultants and provide expertise in the areas of Mobility, Social Media, Cloud technology, Digital Citizen facing services, and Open Government/Open Data initiatives. This expertise may be provided by more than one individual working both off site and visiting on site with the City staff for workshops and interviews.

The following activities are anticipated to take a little over four weeks of effort for the entire team, and will be spread over a calendar time period of three to six months and scheduled to optimize the involvement of City participants and the Unisys team.

- Review existing City provided documentation regarding Digital Government Technology Initiatives at the City, the progress to date of the various initiatives, City's goals and priorities pertaining to Digital Government initiatives and Strategy, and performance of current projects underway. Information from all of the 15 City departments will be reviewed, including the City manager's office.
- Prepare for interviews with key stakeholders from all departments including department heads, operational managers, and key IT SMEs. A maximum of 16 such interviews spanning eight major City departments will be conducted. Each interview is anticipated to take no more than two hours, and will likely involve more than one individual and represent the decision making, operational, and technical leadership. Interview notes will be recorded in MS Excel and MS Word formats for later reference.
- Prepare documentation that outlines Unisys consultants' view of City priorities, technology enablers, and barriers that impede the City's implementation of the Digital Government initiatives to support City's goals and priorities. Prepare a Microsoft PPT briefing of Digital Technology best practices with the City stakeholder audience's needs in perspective.
- Prepare and conduct a facilitated workshop (expected to last no more than four hours, and may be spread over two days with two sessions of two hours each) with participants and stakeholders from the City departments .
  - Provide a Microsoft PPT based briefing of Digital Technology best practices to City stakeholders.
  - Identify capabilities required, enablers and barriers for the Digital Government initiatives.
  - Facilitated discussion between City departmental stakeholders, including IT.
  - Consolidate enablers and barriers into capabilities and prioritize capabilities required to accomplish the City's Digital Strategy over a period of time.
- Document the findings of workshop and follow up with City stakeholders after the workshop to gather information, get clarifications.
- Consolidate the prioritized capabilities into a list of initiatives that can be funded, executed, and managed (projects). For each of these initiatives, provide a high-level ROM cost range, along with anticipated benefits for the City, and a list of dependencies, and estimate of its complexity. Each initiative will be defined clearly; the output will be in the form of MS Word and PPT documents for each of the initiatives.
- Distribute the list of initiatives along with project definition and ROM cost estimates at least two weeks prior to the next "prioritization workshop" to the key City stakeholders and participants.
- Create a strawman roadmap of prioritized projects (Unisys' consultants view). This will then be used as the basis of discussion during the facilitated prioritization workshop.

- Prepare for, schedule, and conduct a facilitated planning workshop involving the key City stakeholders from the City departments. This workshop will be planned for about four hours, and spread over two days of two sessions of no more than two hours each. If needed, an additional two hours session may be scheduled.
  - Facilitate the discussion based on the strawman roadmap and list of initiatives distributed, and arrive at a list and roadmap of projects based upon input from the City stakeholders and participants. This list will then be prioritized in a systematic voting exercise and placed on a “roadmap” in a sequence to be executed.
- Document the output of the “prioritization” workshop and review with workshop participants and others in the City and make any required modifications. The documentation will be in MS PPT format, and the details in MS Word documents. This document will be distributed at least two weeks before the final presentation of findings. This deliverable will be the “*Digital Strategy Plan*” document.
- Present the findings of the prioritization workshop to key City stakeholders in an Oral presentation.

#### **Ongoing Monitoring and Governance of the Digital Strategy Plan**

The Digital Technology Strategy plan and roadmap of prioritized initiatives will be incorporated into the ongoing list of projects being monitored, tracked, and managed by the PMO. Unisys PMO, Applications Program Manager, and Enterprise Architect will work closely to monitor progress, and assess changes, deviations, issues, etc. This is expected to be a collaborative effort between Unisys and the City.

Any changes to city goals and priorities will also be passed along to the Unisys Digital Government Technology consultants for impact evaluation.

**Deliverable:** Periodic status reports regarding progress, milestones, and issues for the Digital Strategy Plan roadmap (tracking and monitoring progress).

Revalidating and updating the “Digital Strategy Plan” every 12 months thereafter.

After the initial Digital Strategy Plan document is produced, it will be refreshed every 12 months for the City. This effort is not anticipated to be as elaborate as the one involved in producing the initial deliverable.

This effort is expected to take a week of time for the Unisys Team, over a period of time not to exceed three calendar months. The following activities will be performed to produce the revised Digital Strategy plan every 12 months:

- The onsite PMO, Applications Program Manager and the Enterprise Architect will track on an ongoing basis the progress of Digital Strategy projects against the “roadmap” in the Digital Strategy Plan through the course of the year, note any deviations, and bring those to the City’s attention.

- Flag any changes or deviations from the plan and changes to City’s goals and priorities, and analyze for potential impact to the Digital Strategy plan through the course of the year.
- Review any significant changes to City’s priorities that require new technology enablers, and review any new barriers that may have been introduced since the initial Strategy plan was created that have impeded the plan’s progress.
- Review the consolidated updates and changes and prepare for an onsite visit and a facilitated workshop with key City Stakeholders; distribute the materials for this workshop at least two weeks prior to the scheduled workshop.
- Conduct a facilitated workshop (not to exceed four hours spread over two days in two sessions) with the key City stakeholders to review progress against the plan, and identify and prioritize any changes to the Digital Strategy and “roadmap” required to bring the plan back on track, or make any modifications due to change in priorities.
- Make any required modifications to the Digital Strategy plan; review the changes with key stakeholders and publish the plan.

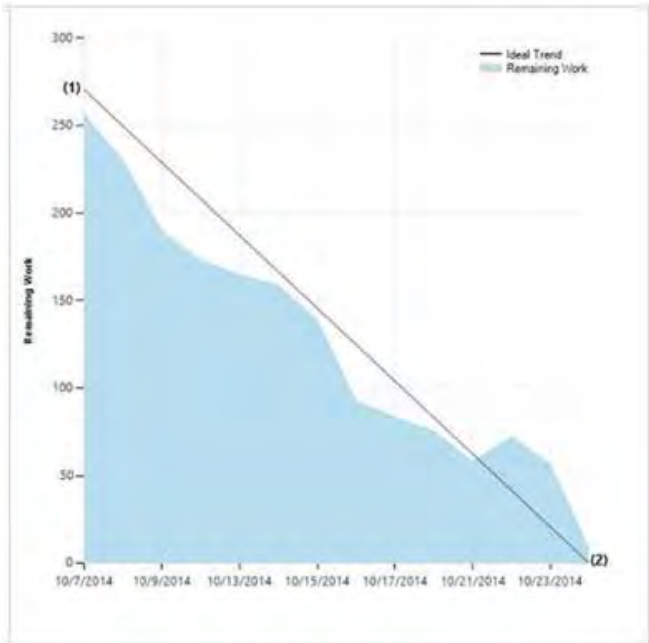
d) *Provide City management and staff proven IT tools, processes, capabilities and access to City data they need to improve city business operations, effectiveness and efficiency.*

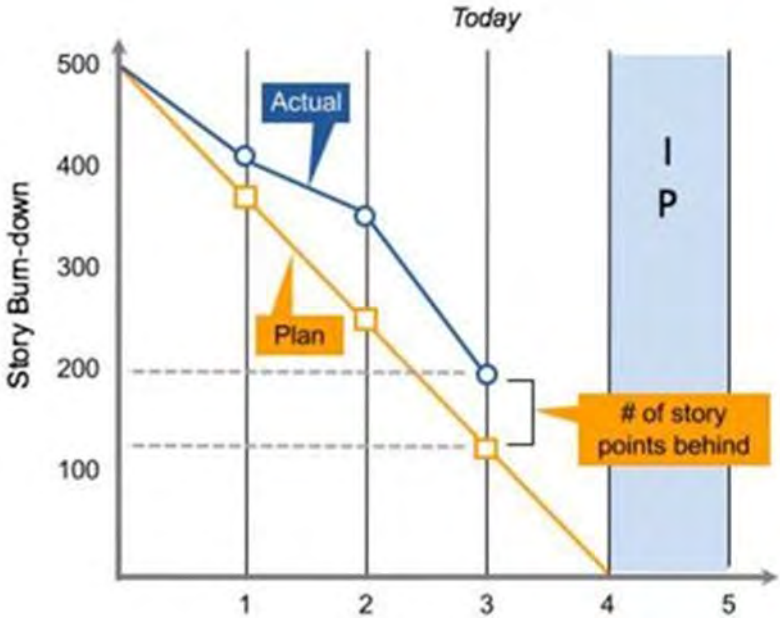
Response

Enterprise Agile is a new way to work but the core remains the same, measure business outcomes and improvement there off across the team. Santa Clara is not capturing most of the tickets as majority of the work in areas like application services happen via shoulder taps. Hence the first component will be to capture that data and set it as a base line for a given team’s performance for current state. Hence we will Capture each and every ticket by ensuring that the support provider creates the ticket even if it is a shoulder tap. This will give us a base line on number of tickets and the cycle time for each ticket.

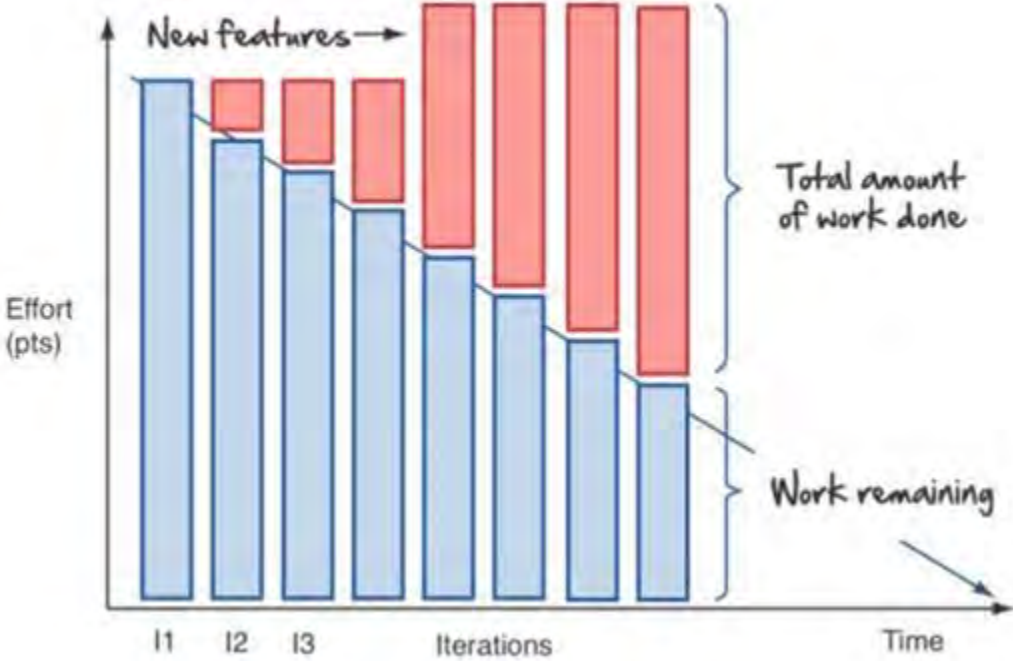
While transforming to Agile, each team’s velocity (or capacity) will be estimated and over 3 sprint the actual velocity (capacity of the team) will be established. Based on the established velocity of the team, during sprint planning (or Kanban meeting, as the case may be) relevant stories will be planned and committed by the teams. Tracking planned v/s actual through burn down chart will give us insight into the teams progress on almost daily basis and end of the sprint a demonstration and retrospective (every two weeks) will help establish the accomplishment and gaps and how to improve those gaps as we move ahead.

The team burn up charts will provide us with progress made in terms of goals for the quarter and predictive probability of the total work getting done. This will also show if the work assigned is more or less based on teams velocity.





The predictability metrics, captured at the end of each Program Increment (PI) (each PI is 5 sprints long) is an indicator of reliability of teams estimates and throws up discussions if there is deviation, to explore root causes and fix it.



End of every quarter, the number of tickets closed (cycle time, as established during the base lining exercise) will help establish the improvements over the base line established earlier.

Having the right IT tools, processes, and capabilities is clearly a critical part of enabling the IT Department to support and drive the City's goals. The Unisys solution will bring those tools, processes, methods, and capabilities to the City through DevOps and by leading the implementation of the Scaled Agile Framework for Enterprises (SAFe) methodology. Additionally, we will move to a new Service Management platform based on ServiceNow, which is the industry-leading cloud-based IT service platform. The ServiceNow platform along with Unisys ITSM experience brings a suite of new tools, processes, reporting, and integrated capabilities that will provide the City with enhanced access to information. These new solution capabilities will drive better business operations and efficiency for the options while enhancing overall customer service. The ServiceNow platform also includes a rich end-user portal, where self-help is available along with many other features designed to deliver a better overall experience to the City.

### **Agile Implementation Approach**

Unisys will conduct Agile transformation and transition activities that consist of four phases: Discovery, Align, Action, and Manage. In the Discovery phase, Unisys will conduct an Agile maturity assessment based on the Agile at Scale maturity index. A list of tasks that need to be completed for the City to reach the next level of Agile maturity will be created.

In the Align phase, Unisys will conduct the Unisys Innovation Workshop that will consist of aligning the organization to the assessment completed during the Discovery phase, aligning to goals and benefits, and defining business inhibitors to agility. The two outcomes expected at the end of the workshop are called "Track 1" and "Track 2."

- Track 1's outcome is a roadmap for agility adoption that will be created and aligned with the City business priorities. This will identify teams and programs to be sequentially trained, coached, and enabled to implement business outcomes in an Agile manner. This is achieved by first mapping out the value streams within the organization, followed by identifying and prioritizing these value streams in the order that they have capability to reduce business inhibitors for the organization.
- Track 2 is about establishing and documenting the structures and capabilities for an organization to achieve the mindset shift, cultural change, process alignment, technology, and governance aligned to the Agile adoption identified in Track 1.

Having identified the programs and value streams, the roadmap to create the structures like process alignment, governance, and cultural change will be identified and an implementation plan will be put in place for the organizational changes. Structures for continual feedback and plan, do, check, and act processes will be instituted to ensure organization structural changes are continually aligned to the changes that may happen on Track 1.

**Also, Unisys will roll out new Agile workflow and software tools:**

- **Jira** (basic package) is a tool that meets the requirements put forth by the Align phase. Unisys can then begin to design, install, and configure the software tool so that Agile projects can be managed and tracked.
- The Jira package includes Portfolio planning capabilities for delivering value-streams with:
  - Scrum boards that detail the effort and story of all activities
  - Kanban boards for full team visibility into what is next
  - Agile reporting detailing sprint activities
  - Portfolio planning for forecasting and team management.

The Action phase is about carrying out the roadmaps created in the Align phase, and Program Kickoff is initiated. Unisys will lay out the vision and roadmap for a given program and the program backlog (program backlog constitutes features and benefits that an organization is looking to have in place on the program roadmap). This will be performed by leveraging the Unisys Innovation Workshop methodology. Unisys will then train the team members who are going to be part the “Agile Release Train,” including those who will provide support such as releasing to product, system architects, and user experience staff. According to SAFe 4.0, the Agile Release Train (ART) “is a long-lived team of Agile Teams. The ART aligns teams to a common mission and provides for a regular cadence of planning, development and retrospective.” There will be two different training sessions. Each training session will be 2 ½ days and will accommodate a minimum of 10 and maximum 40 participants. Training will occur at a City provided venue/facility. The first session topic will be Leading SAFe for change agents. This is for people involved at program level and above, business owners, and other executive stakeholders. This training will lead to SAFe Agilist (SA) certification on successfully completing the training and passing the test. The second session topic will be SAFe for Teams. This training is meant for team members who are going to code, test, and implement the solution. This training will lead to SAFe Practitioner (SP) certification on successfully completing the training and passing the test. The output of this Program Kickoff will be 1) vision, roadmap, and program backlog for the program, and 2) everyone trained who is on the train and supporting the ART.

The list of participants will be finalized mutually in discussion between City identified key stakeholders and Unisys trainers, and if City feels the need for additional training, this can be provided at additional costs with a new Change Order.

Having completed the requisite training, Unisys will assist the City in launching the ART and have a 2-day Program Increment planning session. According to SAFe 4.0, the Program Increment (PI) “is the larger development time box that uses cadence and synchronization to facilitate planning, limit WIP (Work in Progress), provide aggregation of newsworthy value for feedback, and ensure consistent program level retrospectives. It is composed of multiple development iterations and an innovation and planning

iteration.” Unisys will have the trainer, coaches, and relevant material ready to help the team plan out their very first Program Increment based on the training that they just completed. The output of this PI Planning will be Team PI Objectives, Program PI Objectives, and Program Board that highlight the new features’ delivery dates and dependencies among teams and other ARTs and relevant milestones. The Agile teams start to plan and execute the iteration. It is in iteration planning where stories in the backlog are prioritized and estimated, and acceptance criteria is created. During execution of the iteration, Agile teams will perform work such as development of their stories, iteration demos, and conducting brief daily meetings. Unisys will assist the Agile teams through all the processes of team iteration during the transition period.

The Manage phase is about ensuring that the proper governance, processes, and structures are in place to execute SAFe so that the Agile processes implemented during the transition will continue to run efficiently and effectively. Unisys will provide guidance for governance and processes during the transition period.

An example and sample of execution phase showcasing how it will work has been entailed below. The ceremonies, the people, measuring metrics, and governance components are identified below. Also, two different processes (Scrum and Kanban) and their concomitant components are enlisted below.

Program increment (PI) objectives are summaries of business and technical goals at multiple levels within a program increment. In the Scaled Agile Framework (SAFe), there are two levels of PI objectives. When process of planning is complete, the work that has been planned is summarized into the team PI.

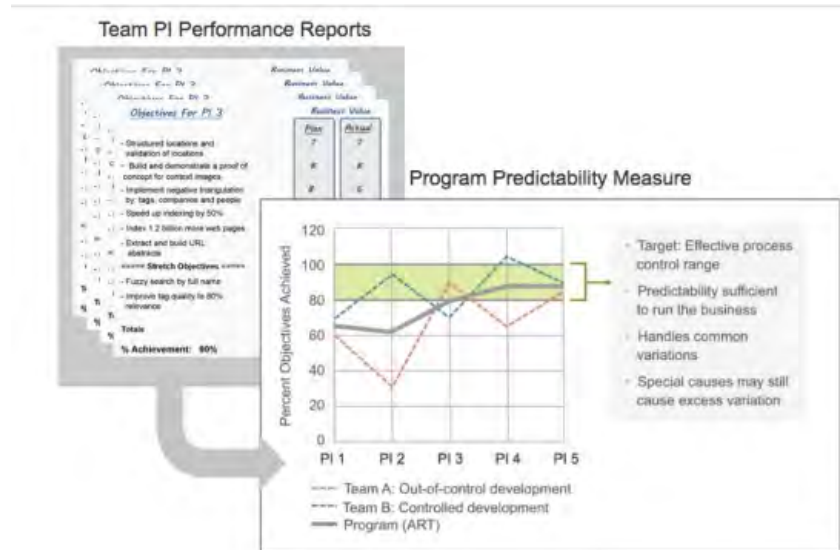
**PI Planning:** Duration - 1 to 2 days (on a cadence of 10 to 12 weeks). Participants: All team members across all teams (from all the towers who have/are in the process of adopting Agile and DevOps), support, shared services, DevOps Product managers/Product owners, scrum masters, release train engineers, and release management.

During PI planning, the teams estimate what will be delivered during the next 10–12 weeks based on prioritized program backlog. This includes things like RFPs to be developed, functionalities to be released, enhancements/patches to be applied, and infrastructure to be created, maintained, or migrated.

All the dependencies across the ART between the teams are identified, adjustments to accommodate the same are identified and planned for, and the team commits to doing whatever has been planned.

Adjustments, if needed, are made at iteration/sprint boundaries. Objectives (aligned to business outcomes) are identified, and business value assigned to each team’s objectives.

**Measuring Metrics:** All the objectives are rolled up to Program Increment objectives (called PI objectives), and the business values are rolled up. This business value is used at the end of the PI to measure the actual against planned business value for each team and for the entire PI. Across multiple PIs, the user can plot a program predictability matrix to showcase the process control range, which is sufficient to run the business. A sample report is highlighted for review. (Jira has the ability to showcase the similar function and parameters.) The predictability matrix also helps to identify problems within a



given team and to help find root cause issues for fast resolution.

A technique to scale Scrum up to large groups (over a dozen people) consists of dividing the groups into Agile teams of 5–10. Each daily Scrum within a sub-team ends by designating one member as "ambassador" to participate in a daily meeting with ambassadors from other teams, called the Scrum of Scrums.

**Scrum of Scrums meeting (SOS):** Duration - 15 to 30 minutes (on a weekly or twice a week cadence). Participants: Scrum Masters.

Release Train Engineer (RTE) coordinates this SOS meeting to continuously coordinate dependencies across the Agile Release Train and provide visibility into progress and impediments. Everyone is updated into the progress made for given milestones, Program PI Objectives, and internal dependencies amongst the teams. If there are issues to be resolved between teams, they are identified, and a meet after is conducted for the relevant team members to review issues and dependencies for fast resolution. Depending on the context, some organizations decide on separate Product owner SOS, which will be assessed and decided during the training and implementation phases of the project.

**Release management meeting:** Duration - 30 minutes to an hour (on a weekly or as needed by the program context). Participants: Release management team members.

A meeting that provides governance for upcoming releases and provides regular communication to the management. This team has the authority to approve any scope, timing, and resource adjustment for a successful release to take place.

**System Demo:** Duration - 30 minutes to an hour (on a biweekly basis). Participants: All the teams and program level stakeholders. For example, participants would include product managers, product owners, and system team members.

The hallmark of each PI is a biweekly system demo wherein the entire system working as on slice is showcased. In case of infrastructure teams, they showcase the accomplished system to date. Members will highlight their completed portion and highlight dependencies and acceptance criteria that have been achieved. The team showcases closed tickets while the system is working as desired without breaking current functionality, thereby highlighting the software, hardware, and other interfacing systems that are working as one unit without any issues.

**Preparing for the next PI planning event:** Even though the event is called out during the beginning of the last iterations/sprint of any PI, it is a contentious process with the following primary focus areas:

1. Management alignment and organizational readiness for next PI planning.
2. Backlog readiness. If it is not on the backlog, it is not going to get done. Everything we want to happen in the next PI should be on the backlog and should be in the “ready state” (the acceptance criteria, the milestones, the NFRs, etc. will be in place). For example, this includes the tickets that team members process through the system, be it enhancements, patches, environment migrations, infrastructure upgrades, and infrastructure migrations.
3. The actual logistics for the PI planning event.

**Inspect & Adapt:** Duration - 3 to 4 hours (at the end of every PI). Participants: All team members across all teams (from all the towers who have/are in the process of adopting Agile and DevOps), support, shared services, DevOps Product managers/Product owners, Scrum masters, release train engineers, and release management.

The PI is done when the PI time box expires (10 to 12 weeks). Each PI is followed by the final system demos wherein all the features, upgrades, enhancements, RFPs, current state, etc. are demonstrated. Essentially, the accomplishment is during the PI. The workshop helps to reflect, problem solve, and take on improvement across the entire program and incorporate the same as backlog item. It is at this time that the business value delivered by teams gets assigned the actual value delivered. The actual versus planned is calculated (in percentage) for individual teams and rolled up for the program. A band of 80 percent to 100 percent predictability is considered good and any swings for individual teams become a point to investigate the root cause and remediate it. The program predictability metrics are updated.

In this way, every ART improves during every PI.

**Three different types of teamwork:**

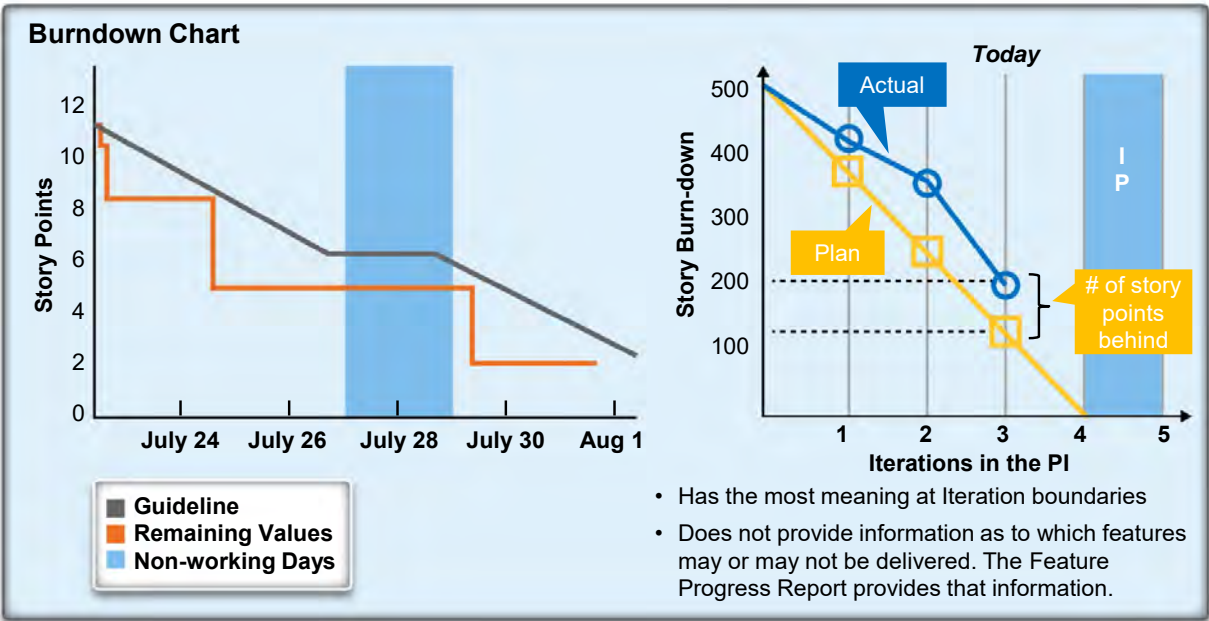
1. **Story-based teamwork.** The work that can be broken down into stories and has to have an established acceptance criteria and definition of done. For example, enhancements, new features, RFPs, infrastructure migration, enhancements, patches, etc. fall into this category and have assigned story points.

2. **Ticket-based work.** The work that has tickets associated with it (break fixes, open items from customers (like service requests)). It could be of differing severity or tickets that have been opened with a service provider (tracked as internal ticket opened for the break fix).
3. **Teams having a mix of story-based and ticket-based work** (for example, creating a functionality or enhancement for a given system and maintaining the current system).

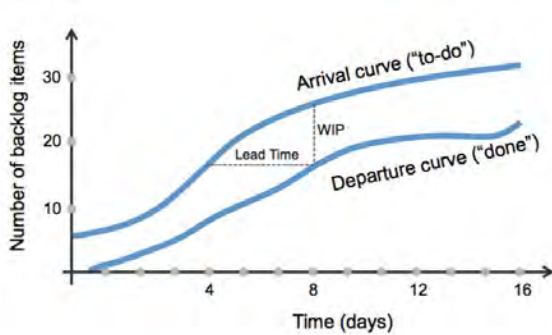
Across all three, they can be handled in two ways:

Scrum is a subset of Agile. It is a lightweight process framework for Agile work, and the most widely used one. A “process framework” is a particular set of practices that must be followed in order for a process to be consistent with the framework. A Scrum Board is a tool that helps Teams make Sprint Backlog items visible. The board can take many physical and virtual forms, but it performs the same function regardless of how it looks.

**Scrum Board:** Wherein stories are prioritized in a backlog by a product owner and team members size and plan the work during iteration/sprint planning. During iteration/sprint execution, they pull stories from top down using Agile principles. The **Jira** tool allows for all of these processes to happen and provides various team-level metrics to showcase planned versus actual in almost real-time. Many of the charts that help observe the same are burn down charts for the iteration/sprint, updated daily during or soon after daily standup. At the Program Increment level (PI), we will have a PI burn down chart showcasing the progress per PI.



**Kanban Board:** A Kanban board is a work and workflow visualization tool that enables you to optimize the flow of your work. Physical Kanban boards, like the one pictured below, typically use sticky notes on a whiteboard to communicate status, progress, and issues.



Kanban board lends itself to ticket-based and regular based work lending itself to principles of lean, making work visible, helping identify bottlenecks and providing mechanisms to handle the same through Work in Process (WIP) limits. For exceptions (like Sev1) provides for teams to focus on that, breaking the WIP limit and then going back to the tickets that the teams were working on. It also provides for a swim lane that has fixed dates (for example, monthly patches, quarterly patches, etc.) to be handled effectively along with capacity planning based on velocity within Enterprise Agile framework. The Kanban board is configurable, and here is one example of a Kanban board (Jira may have a different look and feel, but the

core principles remain the same). The Kanban board has three classes of services. The expedite service is for things like Sev1 issues that need immediate attention and are normally allowed to violate the WIP control limit. The second one is fixed date, for example, patches to be applied on a cadence. If the fixed date is further down, you may take in fewer of those stories/tickets and thus do more standard work (enhancements, new functionalities, infrastructure upgrade, etc.). Based on the tools, one will get Cumulative Flow Diagram generated from the Kanban board, helping one to identify the velocity of flow. If the flow is low, one reduces the WIP (work in progress) limit.

Having launched the teams across all towers onto Enterprise Agile and DevOps, the continuing education is achieved through community of practice (CoP) to be established. CoP is a forum where folks will exchange their experience on what worked for them; any issues that they may have will be discussed there, and it can have cadence-based activities, too. This helps teams solve their problems and learn from each other within the context of City of Santa Clara.

Besides the CoP, the teams will have reach within Unisys' environment wherein we have our own forums like CoP, Agile continuous education, access to SMEs, and platforms like Yammer, wherein groups on particular subject matters exist with a treasure trove of knowledge.

## DevOps Implementation Approach

Unisys will conduct DevOps transformation and transition activities that consist of four phases: Discovery, Align, Action, and Manage. In the Discovery phase, Unisys will perform an assessment of current DevOps capabilities to understand the City applications environment. The assessment process will cover the Technical Release Management, Environment Management, Test Lifecycle Management, Change Management, and Configuration Management. Unisys will then review the assessment information with the stakeholders to obtain agreement on the information received from the assessment activities.

In the Align phase, Unisys will make recommendations as a result of the information obtained in the Discovery phase. A roadmap and deployment plan for tools, processes, and capabilities will be created for the proposed DevOps architecture. Unisys will be implementing:

- Jira for workflow management
- Selenium for testing automation
- GitHub for source control management
- And Chef for environment and configuration management.

**Jira** is a proprietary issue tracking product. It provides bug tracking, issue tracking, and project management functions. It has been developed since 2002. For additional information on the Jira capabilities, please refer to this website. <https://www.atlassian.com/software/jira>

Selenium is a portable software testing framework for web applications. Selenium provides a record/playback tool for authoring tests without learning a test scripting language (Selenium IDE). For additional information on the Selenium capabilities, please refer this website. [http://www.seleniumhq.org/docs/01\\_introducing\\_selenium.jsp](http://www.seleniumhq.org/docs/01_introducing_selenium.jsp)

**Git** is version control software, which is used to keep track of changes to a file or group of files. Version control is usually associated with source code, but can be used on any file type. For example, a technical document may be placed in version control in order to keep track of changes made to the document. Version control can also be applied to graphics. You can roll-back to a previous version to keep track of the changes made on a particular file. For additional information on the Git capabilities, please refer this website. <https://git-scm.com/book/en/v2/Getting-Started-About-Version-Control>

**Chef** is both the name of a company and the name of a configuration management tool. It uses a pure-Ruby, domain-specific language (DSL) for writing system configuration "recipes". Chef is used to streamline the task of configuring and maintaining an organizations servers, and can integrate with cloud-based platforms such as Microsoft Azure, Amazon EC2, Google Cloud Platform, OpenStack, SoftLayer and Rackspace to automatically provision and configure new machines. Chef contains solutions for both small and large scale environments. Chef capabilities, please refer this website. <https://www.chef.io/solutions/infrastructure-automation/>

Unisys will begin the design, installation, and configuration of the software tools. Unisys will also recommend new processes and capabilities to be put in place so that the DevOps processes will run efficiently and have the appropriate roles and staff to support the new processes and software. Furthermore, DevOps will be aligned with the SAFe transitional activities since the DevOps function is an integral part of the SAFe methodology.

In the Action phase, Unisys will execute DevOps transitional activities to implement tools, processes, and capabilities based on the roadmap and deployment plan created in the Align phase. Also, DevOps staff will participate in SAFe activities, such as SAFe training and Program Increment sessions so that they will be able to support the ART and Agile teams. Furthermore, as applications changes proceed through application life cycle during the transition period, Unisys will validate the implemented tools and processes for effective and efficient delivery.

The Manage phase is about ensuring that the proper governance, processes, and structures are in place to execute DevOps so that the processes implemented during the transition will continue to run efficiently and effectively. Unisys will provide guidance for governance and processes during the transition period.

The approach to projects using Agile methods discussed in Section 4.1.d, where topics like transition tasks, roles, and milestones that are part of the SAFe methodology is described. To prepare for the transition to Agile, this section describes the Discovery, Align and Action phases of the Agile Implementation Approach, where topics like training, the Unisys Innovation Workshop and Program Kickoff are discussed. Also, current project processes will be used throughout the transition period until the Agile Release Train (ART) is launched, when the SAFe processes are executed. Likewise, current project tools will be used throughout the transition process until the ART is launched, when the SAFe processes will be executed, and the use of Agile tools such as Jira will commence. At that time, the pre-Agile project tooling can be used to reference any information needed during the transition.

- e) *Enhance IT management and governance processes to ensure business and enterprise IT demands are understood, prioritized, funded and delivered effectively.*

Response

To enhance IT management and governance, Unisys recommends that the City transform its operational management approach into one based on DevOps and Agile. Unisys will lead the City through the transformation into DevOps and the methodology known as the Scaled Agile Framework for Enterprises (SAFe), which helps organizations to fulfill their business goals and objectives. SAFe provides the necessary flexibility to respond to ever-changing market needs, and it fosters business, technology, and operations to work toward one goal as one team. SAFe will propel the organization into a nimbler, powerful, customer-responsive organization. This framework drives organizational transformation with process, culture, capability, tools, and governance while delivering value streams with an improved reliance on delivery. Our solution will ensure enterprise IT and business demands are understood, prioritized and delivered successfully.

To support successful integration of DevOps and SAFe, Unisys will bring expertise in Organizational Change Management (OCM) to help the real change that is necessary in order for impacted team members to efficiently and fully engage in operating and governing this new framework. OCM is a critical part of the transformation; in accordance with our experience, it should not be underestimated. OCM delivers a framework to drive this change from top to bottom with the City and Unisys account team members.

- f) *Support the City's transparency objectives by delivering highly available, reliable and accurate information technology.*

Response

There are two aspects to supporting the City's transparency objective. The first is outward facing and relates to the City Council's goal to provide an open government. To help provide an open government, Unisys will increase community engagement by making more information more available as appropriate on City websites. This will be part of the digital transformation that will use open data on City websites to make data more easily accessible to the community. Part of this transformation will be to make more City meetings (Council, Boards, and Commissions) available on the web by streaming video through social media channels such as Facebook Live and YouTube in addition to City websites, as is currently performed for some Council and Planning Commission meetings. Another part of this transformation will be the introduction of a public portal to provide easy access to City data. For example, the portal will have public information requests.

Although a good portion of the infrastructure needed to support these types of applications already exists, Unisys plans to further strengthen the current infrastructure with more storage and a fault-tolerant virtualized environment using VMware 6.x to offer true 24x7 availability of critical business applications supporting the City's Open Government initiative. This plan leads to the second aspect of the City's transparency objective, the inward-facing component. Unisys will provide City departments with a limited Service Catalog during Transition. Over time, additional service requests will be added that will identify the capabilities that the IT Department can provide and how those services are managed. The service level agreement or metric, along with dashboard information, will provide end users with enhanced transparency of services and performance information. In addition, the new system will allow users to enter tickets and track their status more easily. One last item for internally facing transparency will be the redesign of the City intranet (SharePoint) to allow more collaboration within departments and between departments and IT, as well as to promote use of team rooms and chat.

- g) Continue to invest and enhance core infrastructure capabilities in support of the City's business objectives.*

Response

With cities such as Santa Clara that face rapid change, it is crucial that the core infrastructure evolve in a way that is flexible and scalable to meet the needs of today and tomorrow. For 7 years, Unisys has brought a wealth of enterprise architecture design, best practices, and knowledge to the City and successfully migrated from a heavy physical server environment with little to no redundancy to a high availability environment at the server, network, data center, and Internet connectivity levels. We are the safe hands you know today and will continue to provide stable and secure services, but that is not the destination.

The Unisys infrastructure team will continue to bring this level of expertise and creativity, working hand-in-hand with the City departments, City IT leadership, and the applications team to further improve the environment to a more fault-tolerant capability. This will require moving faster toward the City's "Cloud First" strategy, adding to current systems and completing the Citywide Office 365 deployment. This will change how employees work and collaborate as well as extend the flexibility of working locations. The current infrastructure personnel at Unisys possess deep knowledge of the City's operating environment and culture. The team regularly generates new ideas and approaches to improve the performance, availability, and security of those systems and reduces costs to the City.

Unisys will also provide a suite of standards-based, best-of-class, integrated monitoring and management tools for Enterprise Compute, Network and Security Management. These will be both on premise and off premise and will monitor and manage the environment at the City as well as connectivity to remote providers such as cloud-based services. These new tools, together with refined processes and procedures that have been developed through our years of experience, expertise, and use of industry best practices, will enhance the City's infrastructure capabilities to more effectively meet its goals. Unisys is providing our Cloud Management Platform to the city to jump start their capabilities into the next evolution of compute on-demand services. The Unisys transformation mindset and vision is an area of great interest and investment for Unisys. Specifically, how it has developed, and technologically matured through innovation and thought leadership for the City to a point where business needs drive IT. This can come in the form of simple automation, autonomic IT management, automation to facilitate the new work space requirements, and expectations for the next generation of REGN employees (WPaaS) or any number of disruptive trends yet to be vetted and made available to our Clients. The automation and autonomic IT management are the cornerstones that Unisys is providing within our proposal.

*h) Ensure the confidentiality, integrity and availability of the City's data and information technology assets through Cybersecurity best practices.*

Response

Unisys will collaborate with city stakeholders to develop a cybersecurity program that addresses Confidentiality, Integrity, and Availability (CIA triad) of City data assets and systems. The security program will be based on the NIST Cybersecurity Framework. It will include annual assessments based on this framework, and we will use a risk-based approach to evaluate needs and make recommendations. Our risk-based analysis will leverage best practices from across our global security teams, in order to provide recommendations so that potential impacts from adverse events fall within acceptable limits. The scope of the risk-based approach will cover cybersecurity risks that affect City systems, employees, and citizens. In addition, our program and recommendations will include necessary controls to maintain PCI and SOX compliance requirements.

Confidentiality will be enhanced through the use of disk and transport encryption using current and standards-based encryption algorithms and processes. Integrity will be enhanced through the use of appropriate file permissions and role-based user access controls. Availability will be enhanced through hardware maintenance, bandwidth management, and redundancy with failover mechanisms, and established disaster recovery procedures. The CIA triad will be audited and reported on quarterly so that the City has an accurate and up-to-date picture of the state of the City. Our solution for the City will monitor the environment with the available tools, which include but are not limited to HP ArcSight, Nagios, and Zscaler. These tools are tuned to identify the security events that could affect the City, and they automate the flow of incidents so that the right teams respond to and eliminate threats.

2. *The City desires a service delivery model where the Service Provider's resources will provide both operational and project delivery support. How will you deliver on and manage to the expectation around people capacity for operational and project work?*

Response

Establishing a robust delivery framework that allows leadership to have visibility to operational and project work is crucial to ensuring high-quality, on-time delivery of projects and milestones as well as ensuring that priorities are aligned. Unisys will drive a transformation of the operational approach based on DevOps and Agile. These capabilities will drive continuous improvement, effectiveness, and efficiency of the business operations. The Unisys DevOps strategy is aligned with Agile and cloud technologies. It promotes strategic initiatives for development operations, cloud provisioning, and custom Agile development. It will deliver services that increase the effectiveness of the City's IT organization during the development and testing phases of project delivery. To provide support of major project functions such as testing and release, Unisys will use cloud or on premise resources, which will lead to faster delivery, better quality products, and application stability. The Unisys DevOps solution will also seek to improve collaboration and communication between development and operations teams by taking an Agile team approach. This approach encourages the involvement of the appropriate resources from various critical functions to create effective teams. These methodologies and the resulting industry-standard tools will provide the governance and visibility to our team's workload to promote effective decision making and more effective delivery and results related to daily operations, projects, and strategic initiatives.

3. *Describe your process for attracting and retaining talent for customer accounts, particularly in hyper-competitive labor markets such as the City's.*

Response

The key component is having our talent acquisition team prescreen candidates proactively by limiting the number of skills to those that are the most critical as mutually defined by City IT Department and the Unisys Team. The Unisys hiring team and City IT leaders can focus on the overall skill set and fitness for working at the City. It has been important to assess a candidate's motivation and rationale to work for the City and confirm that the candidate has a solid track record of working collaboratively with others. Additionally, we plan to make continued improvements to our City-specific strategy for attracting talent through targeted recruiting with clear qualification prescreens, customized job descriptions, business intelligence, and executive sponsorship. The City's value proposition will be used to attract talent. Each Unisys associate supporting the City has to feel valued and believe in what he or she is doing. It starts with onsite Unisys leadership setting a positive tone and building team relationships. Unisys will use the Leadership pyramid framework building on core values, vision, and guiding principles. The benefit of keeping open communication and a respectful culture is that the IT talent whom we deliver to support the City will thrive and want to be here, in which will lead to high-performance support across the City's departments and successful mission outcomes.

## 2.0 Service Tower Solutions and Conformance with Statement of Work Requirements

**Instructions for Solution Overview:** For each solution overview in the Service Tower subsections below, include the following common solution characteristics and description elements.

- a) Proposed operational staffing approach (e.g., dedicated account staff, leveraged account staff, mix of dedicated and leveraged, onsite vs. offsite)
- b) Applicable IT standards and certifications will you bring to the engagement with the City (e.g., ITIL/ITSM, COBIT, CMMI, ISO certifications, PMP), and how will they benefit the City. For CMMI, indicate your standard and what are you proposing for the City.
- c) Proposed Service Tower tools approach, including whether Service Provider will be using City-provided or Service Provider-provided tools, and a description of what automated tools you are proposing for each Service Tower. Specific tools list to be provided in each SOW response section
- d) Approach to support the City's range of service requirements from operation to projects and strategic initiatives.

BAFO Summary of changes:

- The organization diagram changed for application tower responsibilities in order to focus on the importance of strategic initiatives.
- SIEM solution integrated with ServiceNow.
- Cybersecurity plan, roles, and more detailed solution.
- ServiceNow module solution definition and detailed process.
- Knowledge base management process.
- CMDB process and use of a SME. The Asset Management process.

### 2.1.1 Cross Functional Solution Questions

**Instructions:** In addition to the General Solution questions in Section 4 above, Service Provider shall provide responses to each of the Service Tower specific questions below. Limit responses to each question to a half page.

- a) Please provide your proposed approach for developing the following critical deliverables referenced in Schedule 3A: IT Strategic Plan, Information/Cyber Security Plan, and Communications Plan.

*In addition, provide a sample table of contents for each of these critical deliverables.*

Delivery of these services will require collaboration with stakeholders within the IT department as well as in other City departments. Because the percentage of effort depends upon external variables that are not within our control, the effort is instead shown as a level of frequency. The intent is that these security functions become naturally woven into existing functions, except where the function is a specific security task itself, such as those tasks done once each year. The roles and frequency of need for these are listed in the following table:

STAKEHOLDER	FUNCTION INVOLVED IN	FREQUENCY
CIO	Establishing business strategies that security plan will align with	Annually
Department Heads	Meeting with security and compliance assessor(s) for risk assessments	Annually
Department Staff	Collaborate with Information Security to implement security controls that enable operations within accepted risks ranges	As needed
IT Services Manager	Deploy security awareness training to all employees	Annually
Application Manager	Incorporate security checklist in all new RFPs for SaaS and COTS	Ongoing
Network Security Engineer	Provide continuous firewall, router, switch, and wireless security management	Ongoing
Windows Admins	Participate in security assessments of Active Directory and GPOs	Ongoing
Email Admins	Keep spam and phishing protections enabled and updated	Ongoing
Backup Admins	Ensure backup tapes are protected	Ongoing
Desktop Admins	Respond to desktop alerts, identify anomalies, and remove malware	Ongoing
All Staff	Participate in annual security awareness training and stay vigilant of security risks	Ongoing

The following table describes key security roles, tools, and functions:

SECURITY FUNCTION	TOOLS	ROLES
Security Program & Governance	NIST Cybersecurity Framework	Security advisor Onsite Information Security Officer
Risk Management	Assessments	Annual assessment team, and penetration testing team
Physical Security at Customer Service Locations		Onsite Infrastructure team
Physical Security at Service Provider Service Locations	Annual SSAE 16 audits	Managed Security Service team
Security Integrity Advisory		Security advisor
Patch Management	Microsoft SCCM*	Desktop Managed Services

SECURITY FUNCTION	TOOLS	ROLES
Malware Prevention	Symantec AV* Microsoft Scep (to be replaced)* Zscaler*	Onsite Server Administration, Desktop Monitoring Services
Security Information and Event Management (SIEM)	ArcSight	Managed Security Services team
Monitoring	SolarWinds* Nagios Cisco Prime Infrastructure* Kiwi Syslog*	Onsite network & security team
Incident Management	ServiceNow	Incident Management Services
System Administrative Privilege Support		Server Administration
Security Status Checking and Validation	DHS Qualys	Onsite Information Security Officer
Threat and Vulnerability Management	DHS Qualys	Onsite Information Security Officer
<b>PROPOSED NEW TOOLS (dependent on CSC budget)</b>	Penetration testing software Stealth Microsegment for PCI system	Onsite Information Security Officer
	Digital ID Email (DocuSign) Tokenization of CC data	Onsite Server Administration
	Replacement Desktop AV Data Loss Prevention Incident response laptop kit	Onsite desktop support

\*\* indicates that the identified tool is provided by the City.

The effort needed to accomplish the activities related to aforementioned roles is variable, depending on each activity.

#### Response

Unisys will assign key personnel with clear ownership of the plans for these critical deliverables, along with defining the methodology for developing and reviewing each deliverable, and obtaining signoff from the City. Critical deliverables will be clearly tracked to confirm that ongoing maintenance timeframes are met. The status, next step, and timeframes of the critical deliverables will become key components of ongoing overall account governance.

These plans will be driven by a methodical approach and follow a process that includes input from critical leaders across IT and City departments. They will also include input from Unisys subject matter experts as required. Unisys will adhere to the timeframes outlined in Schedule 3A for the initial creation, ongoing review, and updates to these documents. **Exhibit 2.1.1-1** shows a basic table of contents for each plan.

IT Strategic Plan	Information/Cyber Security Plan Deliverables	Communications Plan
<ul style="list-style-type: none"> <li>• Vision and Mission for IT in the CSC</li> <li>• IT Strategies and Goals aligned with Future Business Capabilities</li> <li>• IT Shared Services Architectural Vision</li> <li>• High-Priority List of IT Initiatives on a 2- to 4-Year Roadmap</li> </ul>	<p>Perform risk assessment</p> <ul style="list-style-type: none"> <li>• Define scope that includes systems, stakeholders, and compliance requirements.</li> <li>• Understand current state of security controls (based on NIST Cybersecurity Framework)</li> <li>• Conduct interviews and perform walkthroughs of in-scope systems and processes</li> <li>• Perform SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)</li> </ul> <p>Determine desired capabilities and maturity levels</p> <p>Perform gap analysis</p> <p>Generate report that include:</p> <ul style="list-style-type: none"> <li>• Prioritized risk ranking</li> <li>• Capability assessment findings</li> <li>• Maturity assessment analysis</li> <li>• Remediation recommendations</li> <li>• Security action plan</li> </ul>	<ul style="list-style-type: none"> <li>• Communications Overview</li> <li>• Communications Methods and Audience</li> <li>• Communications Process and Workflows</li> <li>• Communications Framework</li> <li>• Communications Objectives</li> <li>• Impact Assessment</li> <li>• Target Audience</li> <li>• Communications Required</li> <li>• Areas of Responsibilities</li> <li>• Reinforcement Communications</li> <li>• Templates</li> </ul>

**Exhibit 2.1.1-1. Table of Contents for Critical Deliverables.**

*b) Describe your solution for providing cross tower security for the City’s environment, including Cybersecurity Plan development and maintenance process, tools you will provide/use, measures and maturity indicators you will provide, and IT security industry standards with which your solution will comply. Explain how the proposed Information Security Officer will help to achieve the City’s cross Service Tower security requirements.*

Response

The onsite team will perform annual Payment Card Industry (PCI) assessments utilizing the self-assessment questionnaire provided by the PCI Security Standards Council. The onsite team will also use

security frameworks from National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) and SP800-53 and ISO 27001 as guides for security plans and recommendations.

Network monitoring, intrusion threat detection, and threat intelligence for the City's Managed Security Intelligence Services (MSIS) will be delivered from Unisys owned, operated, and staffed Security Operations Centers (SOCs) in Salt Lake City, UT, and Eagan, MN. These SOCs leverage ITIL, ISO 9001, and ISO 20000 Series international standards and best practices. Unisys conducts annual internal security assessments and facilitates external independent verification and validation (IV&V) audits to maintain our ISO certifications.

Unisys undergoes an annual internal security assessment by an independent auditor. The SSAE 16 audit report from this assessment will be provided to the City annually.

The Unisys security team is led by an onsite experienced Information Security Officer (ISO). Additionally, it includes 25% FTE support from our Chief Information Security Officer (CISO) advisory team, which complements the ongoing service of the dedicated ISO. Also, delivery of security services is dependent upon other IT positions, especially from the network engineers, Active Directory support, Anti-virus support, and web specialists.

The ISO will own the development and maintenance of the Cybersecurity Plan, which will be updated annually. The comprehensive Cybersecurity Plan will be based on the NIST Cybersecurity Framework (CSF) and provide standards, general guidance, policies, and procedures to mitigate threat exposure and to protect assets, data, employees, and facilities by securing the perimeter, applications, and websites.

Delivery of the stated security services requires the continued use of Unisys tools, such as HP ArcSight and Nagios, or equivalents, as well as CSC tools, such as Zscaler, Cisco Prime Infrastructure, SolarWinds NPM, and Kiwi Syslog.

Unisys will collaborate with the City departments to integrate security requirements in new initiatives and existing solutions.

ROLE	FUNCTIONS	AMOUNT OF TIME
Information Security Officer	Develops and maintains the cybersecurity plan. Analyzes and assesses vulnerabilities in the infrastructure (software, hardware, networks), employs available CSC tools and countermeasures to remedy detected vulnerabilities. Investigates and utilizes new technologies and processes to enhance security capabilities and implement improvements. Tests for compliance with security policies and procedures. Assists in the creation, implementation, and/or management of security solutions. Performs security monitoring, security and data/logs analysis, and forensic analysis, to detect security incidents, and mounts incident response.	Onsite, 40 hrs/week
Managed Services (SOC)	SIEM monitoring & reporting, A/V & Malware monitoring	24x7x365

	& reporting	monitoring
Risk Assessment	Risk management process	Annually (6 week process)
Penetration Tester	Test a selected web application and provide detailed report. One per year will be performed by DHS agreement and others by Unisys pentest group.	Annually
Incident Response Testing	Wargaming/Table-top exercise	Annually (1 day)
Independent Audit of Unisys	SSAE 16 audit report on Unisys internal processes will be generated from an independent assessment, and this report will be provided to CSC.	Annually
Security Advisor	Security program oversight. Validation of network, server, email and web application security. Evaluation of results from Unisys security delivery groups.	Partial (25% FTE)

c) *Describe your solution for providing integrated Security Information and Event Management (SIEM) services across all Service Towers.*

**Response**

Unisys will manage the City’s Security Information and Event Management (SIEM) system, which is based on the HP ArcSight platform. This management will include weekly tuning of alerts as warranted to look for changing threats or indicators of attack. Real-time correlation is enabled, which identifies and alerts to true threats. The Flexible Architecture allows integration with incident management systems and it will be integrated with ServiceNow when that solution is deployed. The managed solution also includes maintaining the same level of capabilities, the same number of data sources (57 data sources listed in **Exhibit 2.1.1-3**), and the same monthly reports. Using the SIEM Deployment Maturity Levels depicted in **Exhibit 2.1.1-2**, the city is at a deployment maturity greater than level 2 and below level 3. These deployed capabilities will be maintained via the managed service.

Some benefits of HP ArcSight that are listed on the HP website, and that were asked in the RFP, such as “Non-stop security compliance” and “Security information ecosphere,” are aspirational capabilities. Delivery of these capabilities in a comprehensive manner would be dependent on more data feeds, wider integrations, and add-ons that are not part of the existing solution.

## SIEM Deployment Maturity Levels

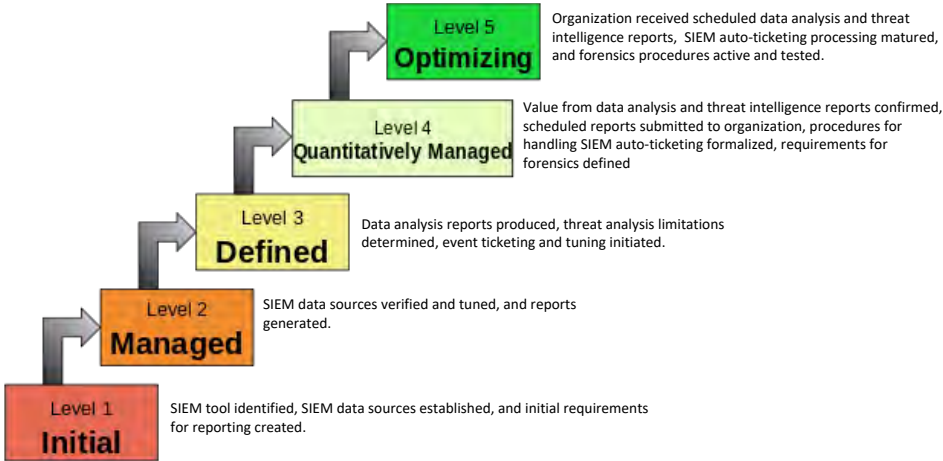


Exhibit 2.1.1-2. Deployment Maturity Levels for SIEM.

**EXHIBIT 2.1.1-2 CONTAINS REDACTED MATERIAL OF A SENSITIVE NATURE REGARDING CITY INFORMATION TECHNOLOGY SYSTEMS**

### Exhibit 2.1.1-3. Device List for Security Information and Event Management.

- d) Describe your solution for providing training to City End-Users, including initial services training (e.g., rules of engagement, how to request services, new End-User accessible Service Provider tools and interfaces), ongoing training for new applications or services. How will you incorporate knowledge of the City departments' unique environments into your training solutions?

Response

Unisys will work closely with the City in implementing training and knowledge that is readily accessible and easy to use. We will implement best practices in the creation, acquisition, and sharing of knowledge. Our team will use the ServiceNow End-User portal and a SharePoint site accessible from the City's home page to serve as portals for gaining access to training resources.

Unisys will compile a robust repository of classes and knowledge transfer documents to accommodate the City's many different business requirements. Unisys will develop training specific to particular departments and business functions as it pertains to the City End-Users primarily from the knowledge base system, as described herein. Furthermore, any lessons learned from End Users will be included as part of new training.

Unisys will implement the processes required to develop and maintain high-quality training material that is current and relevant. Changes made to the technical environment must be reflected in the training material and supporting documentation before implementation. Stakeholder approval of new training programs will be acquired before they become available. The Unisys knowledge transfer team will meet with each of the departments twice a year, as part of our road show cadence, to educate them on the tools, interfaces, rules, and services available to them.

*e) Describe your proposed approach for training and certifying Service Provider resources (including any proposed subcontractors), in order to ensure your resources have an intimate understanding of each City department's business and End-User profiles.*

Response

Associate training and development at Unisys is mandatory, comprehensive, and ongoing. For the skills and knowledge required to support the City, Unisys will assign associates who are well qualified for those positions and provide training for additional or updated skills and knowledge that will be needed throughout the engagement's life. We will also work with the City to establish a critical training document that captures detail of the various departments end-user profiles. This document will become a key component of associate training. To execute our approach to training, Unisys follows these guidelines:

- Confirming that associates have the necessary qualifications and certifications to perform their daily tasks. For example, Unisys University is available for skills such as ITIL and business acumen best practices.
- Providing access to Unisys or external specialist skills and training when needed
- Leveraging the City knowledgebase, which is updated continuously
- Using SharePoint repositories and file shares with documentation such as application, installation instructions and project documentation
- Encouraging cross-functional knowledge transfer between groups and individuals by having teams work with each other and sometimes embedding staff across IT groups.

- f) *Describe your proposed solution for Customer Satisfaction Surveys, including annual End-User satisfaction, department management satisfaction, and Business Analysis services satisfaction. Describe the process for developing City-approved surveys, conducting surveys, survey reporting, and identifying and addressing areas of customer dissatisfaction.*

Response

The City requires Customer Satisfaction (CSAT) Surveys that drive continuous improvement in the quality and value of service delivery. The Unisys CSAT Program is a strategic, action-oriented, and disciplined initiative. Critical points in our CSAT Program are as follows:

**Voice of the Customer:** A program designed on survey responses and direct client feedback to bring continual visibility and emphasis to the customer experience. An independent third-party group will drive this survey to capture the satisfaction of City IT leadership with Unisys performance.

**End User Satisfaction Survey (Ongoing):** Ongoing end-user survey to assess the quality of Service Desk and Field Service delivery. These surveys are triggered upon closure of tickets in the Information Technology Service Management (ITSM) system. The system has control points to maintain an increased response rate and minimize survey fatigue. It includes follow-up tracking of low survey results.

**End User Satisfaction Survey (Annual):** Annual survey of end users to determine overall satisfaction with the services delivered by the City IT Department.

**Departmental or Project-Based Surveys:** Point-in-time surveys designed to measure satisfaction with specific projects or to gain specific insight from certain departments after key initiatives or projects are completed. These surveys are created and driven as needed by the ITSM platform.

Except for the Voice of the Customer survey, Unisys will recommend a best practice approach to a survey's questions and administration. We will then collaborate with the City to finalize the survey questions and confirm the audience and process to administer the surveys.

Unisys deploys a process depending on the survey type to review and analyze the results as well as trigger the appropriate action plan based on the survey's outcomes. For example, the Ongoing End-User Surveys include a mechanism to flag poor response for immediate follow-up by Unisys key leadership. We document survey follow-up activity and establish corrective action plans established, as required.

Unisys will review annual, departmental, or project surveys as well as identify specific action items and add them to our Continual Service Improvement and Innovation Plan (CSIIIP) for tracking and implementation. Follow-up on surveys is crucial; Unisys understands the importance of this part of the process to build trust with the end users and department leaders.

- g) For the department management satisfaction and Business Analysis services satisfaction surveys, describe how you would structure these surveys to focus more on related strategic/quality analysis of the provided services and how effective IT has been on positively impacting the business.*

Response

Understanding the City IT Department's impact on the business is a crucial part of assessing the overall view of IT from key City leaders. These surveys need to be well written, properly targeted, and properly promoted. Unisys will work with City IT leadership to develop the list of questions to capture the responses from department leaders that accurately reflect the impact that the IT Department is having on the City's business. This list will include questions related to the following topics:

- Level of understanding of the departments' critical goals and objectives
- Ability to translate goals and objectives to requirements and initiatives
- The effectiveness of key applications in meeting the department's needs
- Ability to create and share IT roadmaps for applications that supports the departments' goals
- Effectiveness in communicating key initiatives and their status, progress, or issues
- Overall value of the IT Department in meeting the department's annual goals.

These survey questions will be refined and approved with key IT Department leads to maintain alignment. Survey results will be gathered, and an action plan will be added to the CSIIP to drive continued progress.

- h) Survey response rates for the City's current annual Customer Satisfaction surveys are low and the City feels the rates need to be improved. What specific approaches or techniques would you use to increase the rates (e.g., (survey length, survey formats).*

Response

Improving response rates to the City's annual Customer Satisfaction surveys requires multiple approaches. The following techniques can be used to address the Annual Customer Satisfaction Survey and other surveys such as ongoing end-user surveys:

- Confirm that the invitation is inviting and reminds the users of the circumstance that drove the survey
- Reduce the number of questions to only the critical few that are really needed to drive action
- Verify that the questions are concise and easy to understand, and use a scale that makes sense
- Verify that the survey is available on the employees' desktops, laptops, and mobile devices

- Promote the survey by creating a standard communication that not only can be sent by the CIO, but also considers supporting messages from the City Manager and department leaders
- Verify that results are published along with high-level summary action plans for the areas that need improvement. This builds confidence that the surveys are taken seriously.

Unisys also recommends evaluating the survey questions in accordance with the concepts of unipolar versus bipolar, which can help improve a user's interest in completing a survey. A unipolar survey measures one characteristic or trait by differing levels. They typically range from the lowest possible level to the highest possible level. For example, "How efficient was the Unisys Service Desk Agent in solving your problem?" Choices are Extremely Efficient, Highly Efficient, Moderately Efficient, Somewhat Efficient, and Not Efficient. In this example, any response is valid and provides insight into the client experience. When using a unipolar survey, avoid using numbers and avoid using a scale of more than five levels. A bipolar survey measures different (often opposed) characteristics or traits. For example, "How would you rate your experience with the Unisys Service Desk Agent?" Choices are Very Good, Good, Neutral, Bad, and Very Bad. In this example, a neutral response has no meaningful value and provides no insight into the client experience. For bipolar surveys, the best practice is to use a four-response option survey, removing the neutral option (Very Good, Good, Bad, or Very Bad).

The Unisys preferred position is to use unipolar survey questions because they provide higher granularity. They are also aligned with research that suggests a five-level scale gives people the best choice range. However, if our clients want to use bipolar survey questions, the Unisys preferred position is to use a four-point scale with no 'neutral' option. Last, we recommend providing the user with the option to enter natural text because it allows analysis of natural language.

*i) Describe how your solution incorporates DevOps principles into your standard IT services lifecycle, from design through the development process to production support.*

Response

The City requires the incorporation of DevOps principles into its standard IT services life cycle, from the design stage through the development process to production support. This is important because applying DevOps principles will bring cost and quality improvements to the City. Unisys will provide DevOps services that are executed from design through development, testing, release, and production support of IT software and application projects. The Unisys DevOps solution aims to break down silos between development and operations, driving collaboration, communication, and integration. This is executed in the standard IT services life cycle by taking an agile development approach. We also promote the involvement of the appropriate stakeholders and resources from various critical functions to create effective teams for project efforts. Additionally, this solution promotes the DevOps goals of continuous integration and continuous delivery. Unisys will implement IT standard software tools as part of this solution. We will validate application changes and integrate them in a continuous process. Changes will be driven by a pipeline approach and delivered to the appropriate environment from development through test and to production in an automated way. The workflow software will give stakeholders the ability to create agile projects and monitor activity as projects are processed from the design phases and throughout the request life cycle. Automation in areas such as testing life-cycle and environment management will be used to improve delivery speed, improve quality, and bring cost improvements. Last, with increased collaboration between development and operational teams, support for production issues will be addressed promptly by assigning the appropriate resources to bring resolution to outstanding issues quickly. These processes are tightly aligned with Scaled Agile Framework for Enterprises (SAFe) development practices and with current DevOps capabilities.

j) Describe your solution for providing the City with single integrated portal access to the ITSM Suite and its constituent modules, including portal platform, content, City and third party accessibility, system queries, standard and custom/ad-hoc reporting capabilities and process for maintaining and regularly updating portal information over the term of the Agreement. Explain how the portal will provide the cross-functional data and capabilities listed in Schedule 3A (e.g., Procedures Manual, receipts for purchases made on the City’s behalf Service Provider contracted Service Levels, knowledge bases, frequently asked questions, inquiry and reporting access into the asset management system, and an end-user interface for Incident ticket entry and status tracking all third party provider documentation (including Service Levels), Customer-provided third party documentation, Service Provider Services reporting).

Response

The CSC ServiceNow ITSM solution modules include those in **Exhibit 2.1.1-4**.

Solution Name	Process/Function Supported	ServiceNow Service Automation Platform
Service Desk Optimization*	Incident Management	Incident Management is the creation of incidents through self-service, chat, email, phone calls, events, and integrations. Categories help organize incidents and route them to the appropriate group.
	Problem Management	Problem Management seeks to remove the causes of incidents permanently from the IT infrastructure. Problem management helps to identify the cause of an error in the IT infrastructure that is usually reported as occurrences of related incidents.
	Knowledge Management	Knowledge Base application provides role-based tools to create, store, and publish important information. It also provides tools for all users to find and view the information as needed. Contextual search is enabled throughout the platform, fully accessible from the ESS for self-healing. For additional details, please see clarifying response in Section 2.1.1.m for details.
	Enterprise Self Service Portal	Unisys will enable the Employee Self Service portal for CSC. This includes the following: <ul style="list-style-type: none"> <li>• Deploying the base landing page for CSC logo, branding, image, tiles, primary bar, home page carousel, utility bar, and footer</li> <li>• Implement 3 personas: End user, Ops Management, and Executive</li> <li>• Enable one Knowledge Base, as documented in Section 2.1.1.m</li> <li>• Demonstration of the ESS functionality.</li> </ul>

Solution Name	Process/Function Supported	ServiceNow Service Automation Platform
	Service Request	<p>Service Request Management supports the process with capabilities to raise requests, assign to appropriate groups, automate escalate, and manage through to fulfillment and reporting.</p> <p>Unisys will activate and configure the Service Request Management module and implement one Basic Service Request and One Incident form, to be available in the Service Catalog. Parameters for a Basic Service Request are listed in the Platform Management Support section below*.</p> <ul style="list-style-type: none"> <li>• Additional creation of SRs is scoped as Basic and is included in Platform Mgmt Support (see Platform Management section below*)</li> <li>• Additional SRs that fall under the Med and Complex category are priced per SR and can be submitted as a CR.</li> </ul>
	Service Level Management	<p>Service Level Management enables the automation and monitoring of SLAs against IT processes. SLM measures service delivery and operational performance against service level and operational level agreements.</p>
	Satisfaction Survey	<p>The survey feature allows the creation, sending, and collecting of responses for basic surveys.</p> <p>Unisys offers a standard survey functionality based on closure of Service Requests and Incidents. The requester is notified through email to respond to the survey. Each request/incident generates a separate survey. Questions and rules for surveys will be based on Unisys best practices, in conjunction with CSC's oversight and approval. The minimum number of days that pass will be determined to avoid sending too many surveys.</p> <p>Unisys will include up to 5 additional surveys as required by CSC. Design and functionality will be a joint effort mutually agreed and as directed by CSC.</p>
	Password Reset	<p>Password reset enables end users to reset their own passwords using self-service and automation. The Service Desk assisted password reset feature is an alternative approach that provides a streamlined process to quickly fulfill password reset requests.</p> <p>Unisys will develop an orchestration workflow for the password reset functionality to one back-end credential store, i.e., AD.</p>
Service Governance*	Change Management	<p>Change Management will manage and deliver change more effectively. It will reduce service outages and minimize the potential for adverse impact to business operations. Inbuilt collision detection and change calendars will help to schedule changes at the right time.</p>

Solution Name	Process/Function Supported	ServiceNow Service Automation Platform
	Release Management	Release Management includes the planning, design, building, configuration, and testing of hardware and software releases to a defined set of release components. It also can be effectively used to coordinate releases as a vehicle for planning release and once a release is finalized, a Change item can be generated.
Configuration Management*	Asset Management/CMDB	<p>The CMDB will serve as the single system of record for all applications, processes, and infrastructure data. It is a single data model with accurate data acquisition through Discovery of known and unknown CIs and integration to SCCM. Built-in data reconciliation and normalization will ensure consistent and accurate data.</p> <p>Asset Management tracks the financial, contractual, and inventory details of hardware, software, and physical/virtual infrastructure, as well as non-IT asset (if applicable) throughout their life cycle. Asset requests are handled using workflows and maintenance activity is recorded by Asset Management.</p>
Enterprise Integrations	Discovery** implementation	<p>Unisys will deploy the Discovery module for the in-scope servers. Included with the service is the configuration of the MID Server***, Discovery module with appropriate schedules, testing, and validation.</p> <p>**ServiceNow's Discovery module finds applications and devices on the network, then updates the CMDB with the information it finds.</p> <p>***The MID Server is a Java application that runs as a Windows service or UNIX daemon. It facilitates communication and movement of data between the ServiceNow platform and external applications, data sources, and services.</p>
	SCCM integration	Unisys will configure the ServiceNow SCCM connector to synchronize into the CMDB. Included with the service is the configuration of the MID Server, SCCM connector, testing, and validation.
	Nagios integration SolarWinds integration	Unisys will configure Nagios and SolarWinds events and integrate them with the ServiceNow instance for automatic incident creation. Testing and validation will also be conducted.
	HP ArcSight integration	Unisys will develop and implement an integration between HP ArcSight and the ServiceNow instance. Testing and validation will also be conducted.
Support	BAU (Business as Usual)	This maintenance service includes break/fix and installation of version upgrades and patches for the application.

Solution Name	Process/Function Supported	ServiceNow Service Automation Platform
	Platform Management Support	<p>This service includes Level 2 app and admin support, Level 3 engineering/dev support, and regression testing services. The Platform Management Support also includes more advanced configuration and minor customization work, up to 40 hours a month. Unused support hours do not carry forward.</p> <p>Included with the Level 2 administration support listed above, up to 10 basic service requests (not to exceed 8 hours per month) can be created.</p> <p>*A basic service request is defined as:</p> <ul style="list-style-type: none"> <li>• Fewer than 10 questions</li> <li>• Static question flow (no conditions)</li> <li>• Simple fulfillment (1–2 similar tickets and no conditional fulfillment)</li> <li>• Minimal mapping (access SR to see questions/answer)</li> <li>• Standard Notifications</li> <li>• Standard Approvals</li> <li>• Standard SLAs.</li> </ul>

**Exhibit 2.1.1-4. ServiceNow Solution Modules for CSC.**

While the City has been through the onboarding process on the Global ITSM system, we will go through the module configuration workshops\* again, as shown in **Exhibit 2.1.1-4**. Workshops for the ITSM functional modules, as noted in the above table, will be conducted once during the Process and Design phase. This is to allow CSC to validate/change the design from the Global ITSM system. All module configuration workshops follow a similar format; durations will vary depending on the module.

Through a workshop and interviews, Unisys will present our best practice processes and component methodology. From this process, we will define a set of requirements and an implementation approach. Unisys will then install the updated workflows into the ServiceNow dev/test environment, validate the results, and then deploy into the production environment.

At a high level, Unisys will:

- Examine your provided existing process documentation (if available)
- Evaluate the results of the interviews and process documents against our best practices
- Capture CSC's specific requirements as they relate to the functional modules supporting CSC's business processes
- Prepare and present an implementation and deployment project plan
- Prepare and present a design document, to be approved by CSC prior to implementing to the platform

- Implement the updated workflow processes, data tables, data interfaces, UI components, business logic for the specific modules in your ServiceNow development/test environment
- Identify and resolve process and UI discrepancies discovered
- Incorporate approved processes, data tables, and UI components in the production environment
- Effort will be conducted in the development instance first, then testing in the UAT instance, and finally pushed to the production instance
- Provide one train-the-trainer session on the new functionality, supported by a slide presentation.

Note:

- All onboarding workshops during the Process and Design phase, as noted above, will be performed remotely unless onsite meetings are specifically ordered by CSC.
- Workshops do not include process discussions or ServiceNow module training.

k) *Explain your proposed ITSM Suite dashboards solution (including an executive dashboard for City executives) and how it will support the execution of responsibilities of key Service Provider and Customer roles and governance bodies and meetings. What specific elements would you propose to include in such dashboards, including elements that address measures of service quality?*

Response

The Unisys solution is based on the ServiceNow platform and the deployment benefits from the expertise that Unisys brings from our deep working knowledge of the platform. The Unisys tuned ServiceNow platform is known for its powerful dashboard and reporting capabilities, which will be crucial to support core governance meetings. The application provides many out-of-the-box gauges, dashboards, and report templates that are instantly available to use. Standard and custom-created reports and dashboard items can be displayed on home pages and run on demand. Reports can also be scheduled and sent to users and groups at regular intervals as attachments or can be exported to web pages. This enables wide publishing of reports without sending large attachments to multiple users.

The reports and dashboards were enhanced from Unisys best practices across the different processes. This rich content can easily be leveraged as a starting point for custom reports that City departments may wish to create. Unisys leverages the in-platform data and analytics to maximize the platform's power and will continue to strive for continual service improvements.

City users can create additional metrics and surveys to collect more data and present subsequent results in interactive reports and dashboards. A simple and flexible reporting engine allows users to quickly generate, customize, and save reports directly from a list of records with a simple right-click for instant analysis. To personalize dashboards, users can drag and drop gauges and reports to highlight the most important information to them. Incident Management includes a version of ServiceNow Performance Analytics that provides many predefined key performance indicators (KPIs), breakdowns, and the ability to visualize the past 180 days of data.

With the ServiceNow Helsinki release, a refreshed and enhanced set of reports and home pages is available for the applications (Incident Management, Problem Management, Change Management, Request Management, etc.) Additionally, this release contains more than 50 dashboards and 425 different visualizations for Service Management, IT Operations Management (CMDB, Event Management), and Security Incident Management.

The Unisys transformation team will configure the ServiceNow dashboards and program reports required to effectively support the various levels of governance that the City requires to support the program. These reports include key Service Level Agreement (SLA) metrics; quality metrics; operational metrics such as backlog, aging, and priority tickets; and other key analytical metrics that help to identify "shift best" or other opportunities to drive improvement.

- l) *Describe how your solution will address the service requirements and Service Levels associated with providing the city with periodic reports around operation improvement recommendations and innovation through new products and services. Explain how you will address unique attributes and considerations for each City department in making such recommendations.*

*We report on article usage stats and comments received, and review/analyze the articles linked to tickets created. Our Knowledge Manager analyzes this data along with data on resolution rates and will work with Unisys groups and client SMEs to address any opportunities to increase resolution and/or reduce handle times. The reporting built into ServiceNow along with reports that our Unisys quality department produces allows Unisys to quickly drive to a root cause of any resolution issues and also identify opportunities to further service desk resolution opportunities. As ServiceNow is built upon KCS principles (Knowledge Centered Support), the structure of the database is already correlated to best practices and allows us to further drive excellence in the Knowledge space.*

Response

Service improvement and innovation are crucial to the City's success. Doing them successfully requires not only a continuous improvement and innovation mindset but also a structured approach for tracking these ideas from start to finish. The Unisys solution will establish an approach that meets the City's requirements for reporting on operations improvement recommendations and innovation. The approach is known as the Continuous Service Improvement and Innovation Plan (CSIIP). This process is a formal way to identify, review, prioritize, and track improvement and innovation concepts from start to finish. This approach will enable Unisys account leadership to align with City leadership on activities that are approved, funded if required, prioritized, and launched. The process can be tuned to capture departmental impacts to prevent the team from missing out on key departmental improvements.

This process relies on the efforts of key team members and on overall system metrics. The different system components must come together into an effective view that leadership can rely on and use to measure performance and identify opportunities to drive operational improvement and innovation ideas. The Unisys solution will enable a Service Level reporting approach that allows performance to be tracked at the required level of detail. This approach includes SLAs related to the Service Desk, Field Services, Infrastructure, Applications, and Project milestones. The ServiceNow platform can be configured to allow the team to look below an aggregate SLA to see how performance is occurring at a department level so that unique actions that might affect a specific department can be identified.

When service improvement measures are not represented in service data, Unisys will augment that data with surveys or other data collection methods that are tailored to the service. Identification of the service improvement recommendations will be determined through periodic outreach to individual departments or groups with common interests. Exposure of new technology with potential for service improvement will be made part of periodic departmental gatherings that are patterned on product user group meetings and

active participation in key product meeting and conferences. We will capture the recommendations and actions as part of our CSIP process that will track our continuous improvement and innovations actions throughout the year.

- m) *Describe your proposed knowledgebase solution and how you will drive its use across City End-Users as well as Service Provider staff.*

Response

The Unisys proposed Knowledge Management solution will reside within the ServiceNow platform. It is configured to address both “how to” and procedural questions and will reflect views that correspond to a user’s access level. The articles will be maintained by a Unisys knowledge manager who will respond to user feedback, work with resolver stakeholders, and read survey and quality analysis data with the operation to receive feedback on knowledge artifacts.

Unisys will develop knowledge articles and documentation to handle issues that are high call drivers during the implementation, by the Transition Knowledge Manager. In addition, we will also address issues that are identified by our team and CSC’s SMEs as being important to deliver (high urgency and/or impact). We will partner with CSC contacts to identify who should be consulted to develop the list of important problem types and will develop a process to identify any ongoing knowledge gaps so that the knowledge manager can work to create any documentation that may be missing on an ongoing basis. We have an extensive knowledge base of standard articles (COTS) available in our ServiceNow instance that *will be* available in Istanbul.

The Transition Knowledge Manager will drive processes and will work with the operation team and CSC SMEs to make sure that any pain points are addressed from the transition kickoff through Hypercare. The steady state KM will continue to maintain and develop the changes in knowledge in partnership with any identified CSC SMEs. This work cannot be done without consultation with CSC resources, as identified by CSC’s transition team.

Steady state KM’s hold meetings on an agreed-to schedule to discuss normal changes and the progress against them. They will also discuss strategies for improving article usage and first call resolution through identifying processes the service desk can perform to avoid dispatches or referrals to client resolvers – this effort is performed in consultation with operational resources and with client SME’s. A set of standard reports produced against knowledge-centered metrics gives the KMs and the delivery teams information about how best to deliver services and to maximize L0 and L1 resolution.

In summary, for the Knowledge Management transition, Unisys will provide the following:

- The top 10 call driver articles
- The top 10 processes with a high urgency and/or impact
- The top 10 “how to” articles

- The top 10 procedural articles
- The top 10 Unisys-driven processes to support service delivery.

All of the above will be driven by the Transition Knowledge Manager with a current ticket dump that includes product types, “how to” or instructional data, product types, etc.

*n) Describe your proposed solution and approach for providing cross-functional Service Integration Services described in Schedule 3A.*

Response

Unisys proposes providing the City with an Enterprise Service Management platform, wrapped with end-to-end services and support. Our overall Service Management solution includes a new ITSM platform based on ServiceNow. This new ITSM platform, along with the current infrastructure and security monitoring solution, enable the Service Integration Services described in Schedule 3A. The ServiceNow platform will be integrated with existing infrastructure monitoring tools and the Unisys SIEM solution to establish a comprehensive monitoring capability for the City’s environment. Automated flow of critical alerts into the ITSM tools as incidents is a key feature; these incidents will be routed with the proper priority to the appropriate resolution teams, including third parties that use the system for resolution. This enables an end-to-end integration of the key components to maintain reliable, high-quality delivery.

The ServiceNow platform has industry best practices for reporting capabilities. This includes various time stamps along the way for incidents and requests to enable analysis to be accomplished at various levels to look for opportunity. Reporting on response and resolution times is a key component that will enable the City to understand the speed at which services are delivered to City employees. The platform also provides a portal that will contain knowledge articles that are available to resolver teams and end users to enable information to be shared in a way that drives a better experience.

The Unisys solution and operational processes are based on a comprehensive set of ITIL-aligned processes for the ITSM functional modules. Our ITIL-aligned processes are certified to ISO 20000, which means that the processes are regularly audited and updated to provide compliance with highest quality standards. Therefore, the City will benefit from a Service Management framework that represents industry best practices.

- o) Describe how the Enterprise Architect key position will drive value chains across the City's IT environment and what core competencies and methodologies you will bring through your company's expertise in this area?*

Response

The Enterprise Architect will drive value chains across the City's IT environment through the delivery of Five Critical Deliverables, including the IT Strategic Plan (ITSP), the Enterprise Architecture Plan (EAP), The Digital Government Plan (DGP), Innovative Products and Services Report (IPSR), and the Services Strategic Review Report (SSRR).

The Digital Government Plan and the IT Strategic Plan will start with establishing the business goals of each department in terms of the City's Mission and Vision through a series of focus group meetings. Drawing upon strategic planning methodologies developed by Gartner and the Meta Group, the ITSP will align business goals, driven by the City's Mission and Vision, to enabling technology components, to create a Future State vision. Gaps between the Current State and the Future State then become the building blocks of future projects which will be prioritized based on technical sequencing, expected value, maturity (adoption readiness), and budget. The EAP will take the conceptual picture of the ITSP and determine requirements based on a framework of architectural domains. By using an EA framework to establish requirements, we ensure that new capabilities are introduced that interoperate with existing systems. Development of the City's EAP will draw upon formal frameworks such as Zachman and FEAF, but at a higher abstraction level to reduce the cost of maintenance and sustainability of the EA program appropriate for a city the size of Santa Clara. The ITSP and the EAP form the foundation for governance of the investment in IT based on business goals aligned to the City's Mission and Vision.

The IPSR will be developed by monitoring industry trends and ideas from other municipalities. The Enterprise Architect will use the IPSR to engage City departments to expand awareness of how technology can be used to realize their business goals. This increased engagement in the identification of future change elements will aid in driving adoption of new capabilities and technologies. The SSRR gives the Enterprise Architect the opportunity to monitor progress toward the realization of business goals, and provide suggestions for remediation of adoption risk. Success metrics introduced in the ITSP will form the basis for this assessment.

The Enterprise Architect will drive value by establishing a clear roadmap of technology enabled capabilities that are aligned to business goals that have been developed through diverse engagements with City departments.

*p) Describe how you will ensure cross-Service Tower collaboration to ensure that the Service Provider is delivering IT services in a holistic, integrated fashion.*

Response

To enhance cross-service tower collaboration, we will transform the environment to one that is driven by DevOps and Agile (the SAFe methodology). Unisys will first properly baseline the performance and efficiency using clearly defined and granular work type items. Each resource will account for their time, which is categorized into operational and project types. Unisys will also bring Organizational Change Management expertise to enable communication and training plans to be developed to further foster the successful adoption of these practices. These methodologies will be the cornerstone of encouraging cross-service tower collaboration in a climate of change and growth. This holistic and integrated approach will establish a climate that provides a solid foundation for clarity, ownership, shared outcomes, and increased productivity.

Unisys will continue to leverage daily tower checkpoints to verify that everyone is moving toward shared goals, has full understanding, and is accountable for his or her areas of ownership. Additionally, tower leadership meetings will review daily progress and provide further opportunities for adjustment. Metrics will be compared to the baseline to show improvement. Furthermore, project plan milestone dates will be evaluated for change.

## 2.1.2 Cross Functional Solution Overview

**Instructions:** Provide an overview of the Cross Functional solution you propose to address the City requirements stated in Schedule 3A. Incorporate responses to common solution characteristics and description elements listed above. Limit 5 pages.

### Response

- Service area roles
- Dedicated on site staff
- Leveraged staff
  - Onsite vs. offsite
  - Functions to be performed
- Provider COEs or other Service Provider groups e.g., innovation councils
- Split between keep the lights on operations, proactive improvement operations, and projects
- Level of effort assumptions included in proposed pricing for each of the following areas:
  - Operations
    - Keep the lights on operations
    - Proactive improvement operations
  - Projects

The staffing model elements include roles dedicated or leveraged staffing, splits, COEs, councils, and operational or project effort. They are similar for both the City Approach and the Provider Approach. The clarification for each of these elements is in each section (e.g., 2.1.2, 2.2.2., 2.3.2, 2.4.2, 2.5.2), and included in other applicable sections. Furthermore, definition and clarification of split effort, for both approaches, are in the pricing worksheets.

*Unisys has a deep understanding of the essential requirements to design and implement an ITSM platform for our customers. We have developed our own best of class toolsets by introducing proprietary processes and configurations. This deep knowledge and experience is transferable to CSC and is included with our solutions. Our methodology focuses on using highly maintainable configurations of the ServiceNow platform, which means customization is very minimal, if at all. This approach also enables integrations to be created to your external infrastructure systems, through orchestration and automation capabilities (i.e., password reset, SCCM, Nagios, SolarWinds, etc.).*

Our goal is not just to replicate what is utilized in our global ITSM system but to implement only what is needed to deliver the required services to CSC that provide business value. With our knowledge of your current ITSM environment, we start by conducting a mapping exercise to compare data fields from the legacy to the new, against CSC's business requirements. We will then draft a data design document that will detail the configurations, from the foundation data to the workflow processes, business rules/logic, UI

components, and data tables/interfaces for CSC's specific functional modules. This exercise cannot be done without consultation with CSC resources, as identified by CSC's transition team.

In our experience, we have stepped into multiple deployments where the contractors have over promised and been unable to meet their timelines and requirements for the client. Fast tracking such implementations has led to end-user dissatisfaction with a tool that is not fully ready for deployment and budget overruns.

*Outlined below is a representative sampling of our recent engagements that demonstrates our expertise and knowledge from end-to-end.*

#### Major wholesale food chain

- Implemented Service Request Management for the entire enterprise
- Managed incident, problem, and asset management
- Minimized service desk workload by optimizing resolution times
- Optimized client's investments by completing deployment within schedule
- Improved end-user experience via services which consistently met or exceeded KPIs.

#### Automotive distributor

- Legacy system was an outdated version of HP Service Manager
- Implemented our Service Desk Optimization and Service Governance solution
- Implemented end-user services
- Deployment completed on time and within budget
- Expanding services to ITOM modules (ServiceNow Discovery and Service Mapping).

#### Science and technology company

- Deployed zBoot (a clean implementation of the ServiceNow platform)
- Full asset management, software asset management, Service Desk, and Field Services
- Deployment completed on time and within budget
- Existing 6-year version of ServiceNow that was not working as expected.

#### United States Commonwealth Client

- Implementation for IM, PM, CM, Service Catalog, SLM, and AM
- ODS integration for reporting
- Monitoring and Event Management

- Discovery and CMDB integration
- SAP integration to Service Catalog and billing
- Implemented processes to provide consistency and support for their requirements.

State agency (Department of Justice)

- Old version of SM tool
- Deployed Service Desk
- Expanding services to include service catalog deployment and additional usage of ServiceNow
- Deployment completed on time and within budget.

Unisys is confident that with our dedicated Service Management team and the ServiceNow platform, this allows us to meet the stated requirements and will provide CSC the flexibility to accommodate changes and growth in the organization. Our partnership with ServiceNow augments our capability with our services.

Yes, the proposal presented to CSC includes all activities needed to implement and perform an initial populating of the CMDB, as well as asset and license management system.

Organizing and managing the application tower activities and resources will be similar as with all other towers. Each resource's knowledge and skills must be shared with at least one other resource. A succession plan is critical for a number of reasons, including removing bottlenecks in the organization. Unisys will cross train and establish a succession plan with each named resource during transition.

Most important, Unisys leadership will train each person on how to think beyond tasks and establish a vision in their domain. Each person must believe in what they are working on, in order to gain satisfaction in a job well done. As such, they must own objectives rather than only tasks. Unisys leadership will strive toward a culture shift of higher-level objectives and owning a vision, which encourages more thinking that is creative and growth.

The applications team will be organized along with major areas of business functionality, giving City employees a known point of contact who understands their business issues. These major areas include Public Safety (Police and Fire), Finance, HR and Admin (ERP, Recruitment, Budget, Document Management), Utility Management (Utility Billing), Land Management (Permitting, Work Order Management), and Web and Digital (City Websites, SharePoint, Agenda Management and Streaming Video, Social media, Citizen engagement). We will ensure that each application has a primary and secondary person assigned to ensure continuity during planned and unplanned absences.

As technology changes, the team will need to adjust and learn. Unisys will provide team members with access to resources within Unisys. Unisys University has a wealth of training available to employees. Each team member will have a training plan that can be achieved through Unisys provided tools in

meeting established goals. If there is a specific skill needed beyond what is available, Unisys will mutually agree with the City on those requirements, which may include specific training classes, bringing in new resources, etc. The applications team will also forge strong relationships with the City's vendors to ensure understanding the City's business needs and incorporate those into product roadmaps. This will help with future planning but will also help resolve any immediate issues. Each resource on the applications team, each will define their roles and responsibilities as it applies to the City's transformation goals, principles, mission, and vision. Unisys management will help by doing continual levels of follow up, weekly, against those responsibilities. Furthermore, management will not allow deviance to ensure change happens and cultural habits that prevent growth are quickly broken down.

Work plans will establish milestone dates. Resources are accountable to those milestones, consistently, in order to establish a culture of excellence and high performance. Unisys recognizes that if accountability is not consistent, it will breed a culture of mediocrity. Unisys is committed to moving away from this type of culture by showing improvement with measurable results by the end of the transition phase. Improvements are shown by establishing metrics, snapshotting a baseline, then showing improved progress over the baseline toward mutually agreed milestones.

The PMO will follow a well-defined and rigorous best practice PMO methodology. For success, scope must be clearly defined and agreed to by all stakeholders. The scoping process is established from a clear definition methodology and charter process. As such, the current charter process will change to providing options with impacts, rather than only establishing constraints. This change will therefore provide the City facts to make the best decisions on priorities. The Jira tool will provide workflow, capacity, and demand management. Furthermore, source control management, test automation, configuration, and environment management are provided and described herein.

## Response

Unisys agrees to and will use the IT guiding principles in Schedule 3A and understands the importance of having the right skills, relationships, focus, and consistency that are required to deliver cross-functional services that work effectively across towers and personnel. To assume a leading role in driving the alignment of strategy with the City's IT business objectives, we will adhere to the strong teamwork processes described in this response.

Unisys will provide a mix of dedicated and remote staff to provision, deliver, and manage the cross-functional services in Schedule 3A. Onsite resources include key service provider personnel, as described in Schedule 9. Additionally, onsite resources include application analysts, field engineers, end-point engineers, security and network engineers, and at least two project managers. Unisys will use offsite resources for other functions such as application packaging activities; infrastructure and security monitoring; Level 1 and Level 2 Service Desk agents; and incident management, problem management, knowledge management, reporting, operational analytics, and change management functions.

Unisys will comply with applicable standards, policies, regulations, and applicable laws. These include ITIL/ITSM, PMP, ISO 27001, ISO 17799, PII, PCI, HIPAA, CJIS, CMMI Level 3, ISO 2000, ISO 27301, ISO 21500, and ISO 18770.

Unisys will provide several key tools critical to our solution, and we will leverage other key tools that the City owns today. One of the most critical tools from Unisys will be the ServiceNow platform, which will be deployed as the enterprise ITSM platform and provide core Service Management functionality such as Incident, Request, Problem, Change, Configuration (CMDB), and Knowledge Management. ServiceNow will also provide the end-user portal for access to knowledge articles for self-help and other end user-centric features. Unisys will also use Nagios and SolarWinds for automated monitoring of the core infrastructure and HP ArcSight, which is used for the Unisys SIEM solution. We will provide key Microsoft tools such as Visio and Project as required in the delivery of service to Unisys Team members.

Unisys will use City-provided licenses and tools such as Microsoft System Center Configuration Manager (SCCM) for use by our end-point engineers and asset management personnel. Other City-provided tools that Unisys will leverage include SCEP, MDT, Flexera, and AirWatch for mobile device management.

Unisys will continually adjust priorities to meet the City's ongoing requirements and recognizes that needs will shift between strategic initiatives, to projects, to operations. We will help to confirm that changes are well understood, so that the City may make the best decisions for meeting competing schedules. Project management is the art of balancing those competing objectives; therefore, Unisys emphasizes the importance of adhering to a robust Program Management Office (PMO). The PMO will provide a set of policies, processes, and methodologies based on DevOps, SAFe and Project Management Institute that project teams can use to facilitate the implementation of successful projects. These project management tools are identified and deployed as part of the DevOps and SAFe (Agile) transformation with the goal of assuring that stakeholder expectations are clearly understood; issues, risks, and problems are quickly

identified and addressed; and complete and open communications with project stakeholders are maintained. No two projects are identical. The project management tools delivered will provide the flexibility needed to accommodate a wide range of project types while providing the controls needed by the PMO to track project status and resource utilization effectively.

The PMO will enable project portfolio management processes and the monitoring of individual projects. Management reports that clearly identify resource utilization and resource capacity will be published each month. A monthly project portfolio review meeting will be conducted to evaluate project performance, align the project portfolio with strategic objectives, monitor and manage staff capacity, and identify issues and risks. Project timelines will be mutually agreed upon based upon clear scope definition and applicable Project Deliverables. Upon priority or scope changes, the timelines must be adjusted accordingly.

**Satisfaction Surveys:** Satisfaction surveys are a crucial part of assessing the overall value being delivered across the enterprise. As detailed in our responses to RFP requirements 2.1.1f, 2.1.1g, and 2.1.1h, Unisys will deploy multiple surveys to enable us to capture appropriate feedback from employees to City leaders. Some of the surveys are transactional and focus on how a call to our Service Desk went (for example); others are at a departmental leadership level to assess how IT is supporting the City's business goals, and others are annual surveys to assess overall performance to the City.

**Continuous Service Improvement Process:** Continuous improvement and innovation is a mindset that Unisys will drive across the enterprise and towers. Identifying opportunities is an obvious step in this process, but it is just as crucial to evaluate, analyze, decide, prioritize, and track the efforts to completion. Unisys will use an approach called the Continuous Service Improvement and Innovation Plan (CSIIP) to add structure, reporting, and consistent governance for the ideas so that the overall City and Unisys team are aligned with the priorities and progress to drive value to the City.

**Critical Deliverables:** The critical deliverables are an important part of the program; a strong governance approach will be established to enable the deliverables to be clearly tracked and continuously visible to the City. These deliverables drive quality, define operational methodologies, and establish the strategy for meeting the City's goals as well as reflect on how the program is performing overall to support the City's objectives. To confirm that a strong focus is placed on the creation of the deliverables, Unisys will leverage dedicated account resources supported by our experts as necessary and foster ongoing maintenance of these deliverables in accordance with Schedule 3A, Section 8.0.

**IT Governance:** To manage and administer the full portfolio of the required deliverables in Schedule 3A, Unisys will develop a leadership framework that fosters a culture of innovation and growth toward higher level business outcomes. We will set priorities in moving toward the City's vision and objectives: to promote a living and working environment that allows for the best quality of life in Santa Clara through technology and innovation. Governance will manage how we listen, innovate, and inspire new technology solutions that demonstrate value to Santa Clara.

**Tools and Knowledgebase:** Effective knowledge management will drive costs down, increase end-user satisfaction, and drive efficiency. Unisys' ITIL process knowledge and partnership with ServiceNow will bring the best service management expertise and tool on the market to meet the requirements for the proper ITSM tools that are described in Schedule 3A. Unisys will use an ITIL v3 compliant framework and operations model that incorporate Lean Six Sigma principles to maximize the value to the City.

**Security Services:** The information security program integrates security protections and processes throughout the technology services that are delivered. The program will be defined in collaboration with the business units to confirm that it meets their security needs, and a related Cybersecurity Plan will be developed and maintained as part of the program. To define the program, an Information and Cybersecurity policy will align with the City's security plan and provide the necessary governance for the City to achieve its security objectives, such as maintaining regulatory compliance with PCI. The security expertise and services are also forward leaning to provide protection for future cloud services and future convergence of industrial control systems with IT. Security services will include risk assessment, advisory, planning, awareness, SSAE 16 SOC 1 Type 2 reports, SIEM, penetration testing, intrusion detection and prevention, incident response, threat assessments, physical security, environmental controls, Active Directory administration, vulnerability scanning, patch management, and malware prevention.

**ITLC and Operations Services:** Unisys recognizes the importance of adhering to a strong methodology for the life cycle of services, as described in Schedule 3A. Therefore, we will perform Information Technology Leadership Council (ITLC) and Operations Services by confirming that the success criteria are defined to the City's success criteria of the objectives. Additionally, Unisys will start life-cycle plans with the following end goal in mind: how the user will learn and benefit from the new technology. When the ideal use case is understood first, high-quality outcomes are maintained.

**Service Delivery:** To provide capacity management, availability management, service level management, and other functions that are described in Schedule 3A, Unisys will conduct periodic reviews of each functional responsibility to maintain the highest level of quality on time.

As part of Acquisition and Management Services, Unisys will manage the overall procurement process for hardware, software, and services. Unisys will liaise with hardware vendors to cover administration tasks related to the procurement of new devices and consumables as part of daily operations and refresh projects. This process will be initiated by a service request in ServiceNow, where the fulfillment of a service request will trigger a purchase of a new device or consumable.

The Unisys procurement team will also provide input to a Unisys PMO resource who will liaise with the City to define and maintain the equipment list that can be ordered and confirm that Service Catalog items are current and in line with the respective services. Unisys will not take financial responsibility for the purchased devices; service covers the procedure of facilitating procurement administration on the City's behalf.

Another important area for emphasis under service delivery is asset management. Having the best processes and tools in place for asset management is critical so the City has visibility to make decisions, verify compliance, determine the best department business outcomes, and avoid cost overruns.

Asset management includes hardware and software license tracking as well as a strong methodology and set of tools with automation to help with driving an accurate result. Unisys will use the ServiceNow platform as the core component to drive asset management that improves inventory accuracy and leverage tools such as the Unisys instance of AssetTrack and the City's SCCM tool. This will improve the City's IT portfolio management (e.g., Heat Map Report and TIME Analytics) for better data accuracy.

The current Atrium Configuration Management Database (CMDB) data will be moved or integrated with a ServiceNow CMDB, depending on the accuracy of the CMDB as it stands today. ServiceNow has a direct SCCM Connector that we will implement with a MID Server to handle the communications. For the data center servers, we will implement Discovery to feed the CMDB. Unisys will bring in an Asset Management Subject Matter Expert to review and align the existing data model in preparation for any initial data loads or future automated data loads. The SME will also review current processes and documentation and update to suit current city needs. The existing asset data will be analyzed and updated as necessary. The SME will also work with the reporting team to set up the weekly, monthly asset reports as identified in Schedule 7. These efforts in combination with the ServiceNow CMDB will help Unisys and the City to improve the quality of the current CMDB data and have confidence in the CMDB as a complete, correct, and compliant single system of record to drive business-critical processes. The ServiceNow CMDB also allows quick and easy visualization of the infrastructure and service configuration information to understand impact and risk, make better decisions, and provide high-quality business services. Unisys will also help the City with business development that includes requirements gathering, development of scope, RFP evaluation, and making recommendations.

To further enhance the input channels to the CMDB, Unisys proposes to continue using the AssetTrack tool. It deployed at the city and will be integrated with ServiceNow CMDB by Unisys integration teams. Unisys client engineers to capture changes applied to the equipment and report any discrepancies will use AssetTrack. The incoming data arrives into a sandbox, where the Unisys Asset Management Team validates it before allowing it to reconcile with the CMDB data. This ensures the accuracy of the CMDB, by avoiding incorrect data entries.

As part of Software License Tracking services, Unisys will record and maintain software information to track instances of software installed in the city environment and cross-reference this inventory with a defined list of approved software (Definitive Software Library) and license details provided by the City. The Asset Management SME will review and work with Unisys teams to perform the initial load of all software installed instances using agreed technologies and methods during the Transition

Unisys will:

- Administer software licenses for the supported environment, including the entry of software contracts

- Initiate procurement of appropriate licenses that reflect ongoing demand
- Liaise with software vendor regarding license availability and demands on behalf of the City
- Monitor license usage to determine the appropriate versions are available and being used
- Maintain consistent versions of in-scope software.

The Unisys Asset Management team does software license compliance monitoring by performing a series of steps listed.

The Unisys Asset Management Team uses the reports of Approved software data from DML (Definitive Media Library), the software contract data, and Software licenses data from ServiceNow to determine the number of active contracts, number of contracts reaching expiry, historical contracts, etc. Using the reports from SCCM, the team reviews the license usage of the software contract along with the number of licenses available in the pool. The Asset Management team then determines whether the organization is still in compliance with the license agreement based on the reviews and will create a software compliance report that will be published to the city on a weekly basis.

The service does not include acquisition or financial responsibility for the software licenses or for software license compliance. Software License Tracking is driven by the Service Request Management and Change Management processes. Changes of ownership, configuration changes, relocation, and other resultant changes to the software asset will be updated in the asset repository.

Unisys will also perform periodic audits of hardware and software assets. Audit could be initiated by the City or initiated internally by Unisys. If any exceptions are discovered during the audit, such as over utilization of licenses, a non-conformance is raised, audit reports are published, and observations are tracked for closure. Based on the audit observations, investigations are initiated and sufficient amounts of licenses are procured or the hardware asset variance is resolved as the case may be.

The Unisys Asset Management solution will deliver a structured and managed approach to provide contracted assets that are collected, captured, and tracked at every stage of the asset life cycle in the asset repository. It will enable tracking of IT equipment from the time it is procured to its disposal. Unisys will track and manage the hardware assets listed in the table below. Unisys will record and track equipment and software details, such as serial number, model number, make, license number, version, and ownership, as well as builds.

ASSET TYPE	QUANTITY
Workstations (Desktops & Laptops)	1022
Mobile Devices (Tablets)	310
Printers and Multi-Function devices	182
Network scanners	2

Audio Video equipment	17
Servers (Physical & Virtual)	247
Storage devices	6
Network equipment (switches, routers, firewalls, wireless controllers)	102

**Service Support:** Support includes the services described in Schedule 3A, such as incident management, major incident management, problem management, configuration management, and change management. The service desk tower, built under the ITIL processes, provides incident management, service request management, major incident management, problem management, knowledge management, and ancillary support with metrics and reporting. Automation is included with monitoring systems by Nagios and HP ArcSight that flow through the central event management process for generating incident tickets into ServiceNow.

The City’s general responsibility for the steady state operation Service is to provide the discovery toolset (SCCM), which enables consistent and regular scanning of the entire online infrastructure. Unisys will provide ServiceNow ITSM and the CMDB along with ServiceNow discovery for discovering the enterprise assets.

To deliver a structured and managed approach to the maintenance of a configuration model of the service, assets, and infrastructure, Configuration Management records details on the individual configuration items and the relationships between service assets and configuration items. The primary focus of Configuration Management is stability in operations of data center equipment, data center software, and support infrastructure.

Unisys will track devices and their relationships with the ServiceNow Discovery tool, which is used to discover server, network, and other data center devices that are part of the organization’s assets and listed in the table above. The ServiceNow Discovery tool will automate the process of populating the CMDB by exploring IT systems to identify hardware and software, and then creating instances of Configuration Items (CIs) and relationships from the discovered data.

As discussed in the Service Delivery section, Asset Management delivers a structured and managed approach that enables the contractual details of contracted assets to be tracked and updated in the asset repository. The assets include physical assets such as desktops, laptops, smartphones, printers, and multifunction displays, audiovisual equipment, servers, and network equipment. Asset details are initially loaded by using agreed technologies and methods. The asset information is collected by using automated discovery technologies that are in place in the City’s environment, loaded from the data supplied by the City, or manually collected and loaded for specific and low-volume assets. This data will be migrated into the ServiceNow CMDB. Changes of ownership, configuration changes, relocation, and other resultant changes to the assets will be updated in the CMDB.



## 2.2 Service Desk Services (Enclosure D – Schedule 3B)

### Summary BAFO:

- Further Clarification and milestones of Road Shows
- Additional definition, frequency and milestones of Tech Café

### 2.2.1 Service Desk Solution Questions

**Instructions:** In addition to the General Solution questions in Section 4 above, Service Provider shall provide responses to each of the Service Tower specific questions below. Limit responses to each question to a half page.

*Unisys Service Delivery Analytics (SDA) continuously works on identifying opportunities to automate resolution or drive incidents and service requests to a lower cost and faster point of resolution such as First Call Resolution. Unisys will review these opportunities periodically and jointly with the City of Santa Clara in order to present incident types that SDA has detected could be classified as First Contact Resolution.*

- a) *Describe the types of Incidents that your Service Desk will be capable of Resolving on a first contact Resolution basis (i.e., directly Resolving / fulfilling, without the need to escalate to a Level 2 or Level 3 resolver group), and how you will drive First Call Resolution through the Service Desk, including service approach, tools, techniques and any year over year increases in the FCR rate. Describe your approach to continually increase First Call Resolution Rates over the Agreement term.*

#### Response

The Unisys Service Desk will be able to resolve on first contact the following categories of incidents; issues with account administration, password resets and unlocks (where approved by the City), connectivity issues, and documented, common hardware error messages. Also resolvable are “How to” questions for common products, such as Active Directory; Office 365; Outlook; Domain Directory; Windows 10, 8, and 7; Internet Explorer; mobile devices; and antivirus/malware solutions. The Service Desk will also answer basic questions about COTS and specific City of Santa Clara applications based on knowledge articles developed by the City and the Unisys Team and driven by call analysis to address top call drivers.

On a monthly basis, the Unisys Service Excellence Office (SEO) will identify top drivers of incidents, customer dissatisfaction, and high-touch resolutions (Level 2, Level 3, and deskside visits) on a monthly basis via data from ServiceNow. The SEO will use this analysis to identify high-value training opportunities for our agents and technicians (or in partnership with our knowledge management team) to develop self-help solutions. This will be an ongoing process that also includes our field engineers to

maintain movement of a resolution from the field, to the desk, and to self-resolution. Items identified within the Knowledge Management platform as First Call Fix articles will be used by the Service Desk Agent to effectively handle First Call Resolution. In conjunction with the SEO, analytics will be reviewed monthly to determine the effectiveness of articles and new types of activities that can be implemented for the SD as part of FCR articles. The actions to drive improvement will be developed with the operational leads and driven to completion. The actions can be incorporated into monthly operational governance to provide visibility to the ongoing improvements in operations.

- b) *If you are proposing a remote Service Desk solution, please describe what communication approach you propose to use in order to get the City's End-Users to utilize the remote-based services.*

*Response:*

The Unisys transition team for the account will work with City IT leadership to develop a communication strategy and a plan that showcases the new features that will be brought to the City's employees as the account transitions to the ServiceNow platform. The key features will remind them of the solution's 24x7 availability and the ability to reach out by phone, web, or chat. The plan will also showcase a new portal that will provide them with access to much more information than they had in the past, including self-help articles and incident and request status. This access will include the ability to use mobile devices to access the new end-user portal. Ongoing communication will be developed to demonstrate the Service Desk's impact on the use of knowledge articles, resolution rates, and other key metrics that will help the City's employees to see the benefit of the Service Desk. The team will also be able to leverage the TechCafé and IT Road Shows to help with showcasing the new portal and features that will improve their experience with IT.

- c) *Ensuring an intimate experience between end users and the Service Desk is important to the City. How will you close the gap between the locations of the End Users and the remote Service Desk location (i.e., End-Users' fixation around the Service Desk not being on premise)? How will you will address Service Desk staff knowledge of the City's environment and skills (both onboarding and continuing) required to provide Level 1 and Level 2 support as defined in Schedule 3B?*

*Response*

The Unisys solution will provide users with 24x7 access to the Unisys Service Desk and access over optional channels such as phone, web submission, and chat, as well as enable our Service Desk agents to have access to information that will also make the interaction personal, including the use of persona-based profiles enabled in the ServiceNow platform. Our solution will deploy a new End User portal that will allow City employees to interact with the City IT Department to quickly view the status of their tickets

and service requests, view knowledge articles and frequently asked questions, and see important alerts related to IT. These will help to close the gap between the employees and the Service Desk.

When the Service Desk is working with a City employee, it is crucial to have personal insight related to the employee. Unisys will deploy Computer Telephony Integration (CTI)

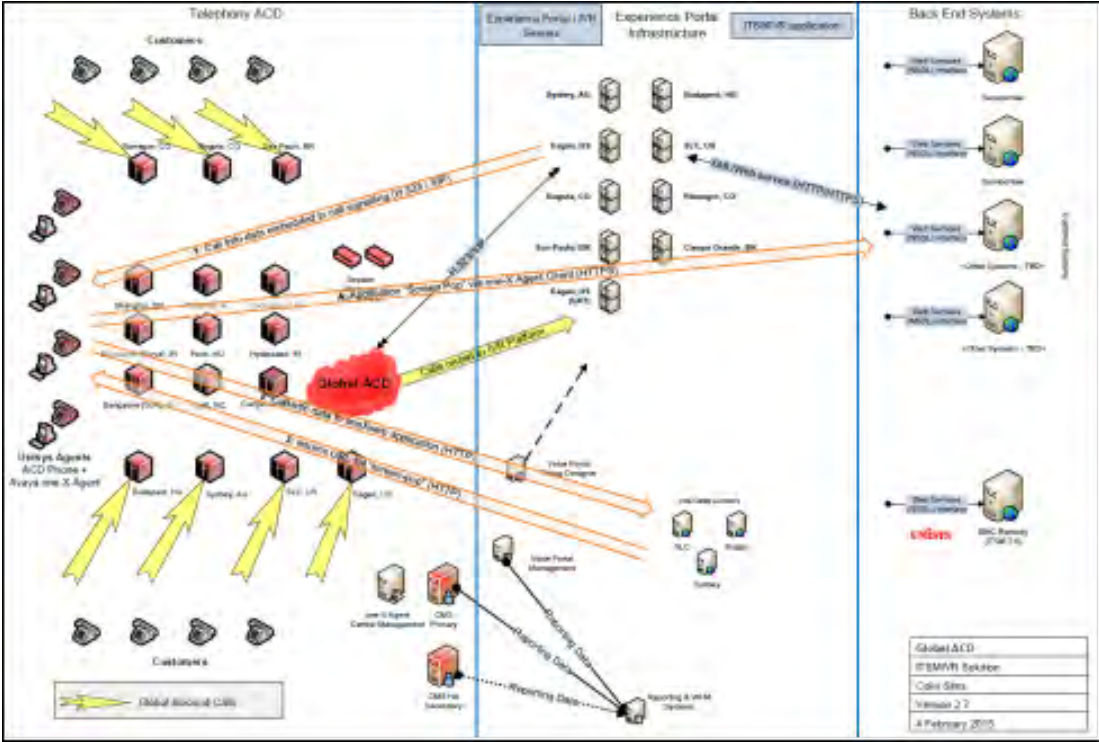
The CTI solution provides functionality that enables Service Desk agents to automatically get a screen populated with relevant caller's details either through automated Call Line Identification (CLI) or through the caller entering a unique numeric identifier using the telephone numerical keypad. The user's information is enabled for the agent, who will support the user, with a popup already available on the agent desktop.

Unisys will provide the CTI solution within the ServiceNow platform and telephony environment and the service will be available for the agents.

**Preliminary process overview:**

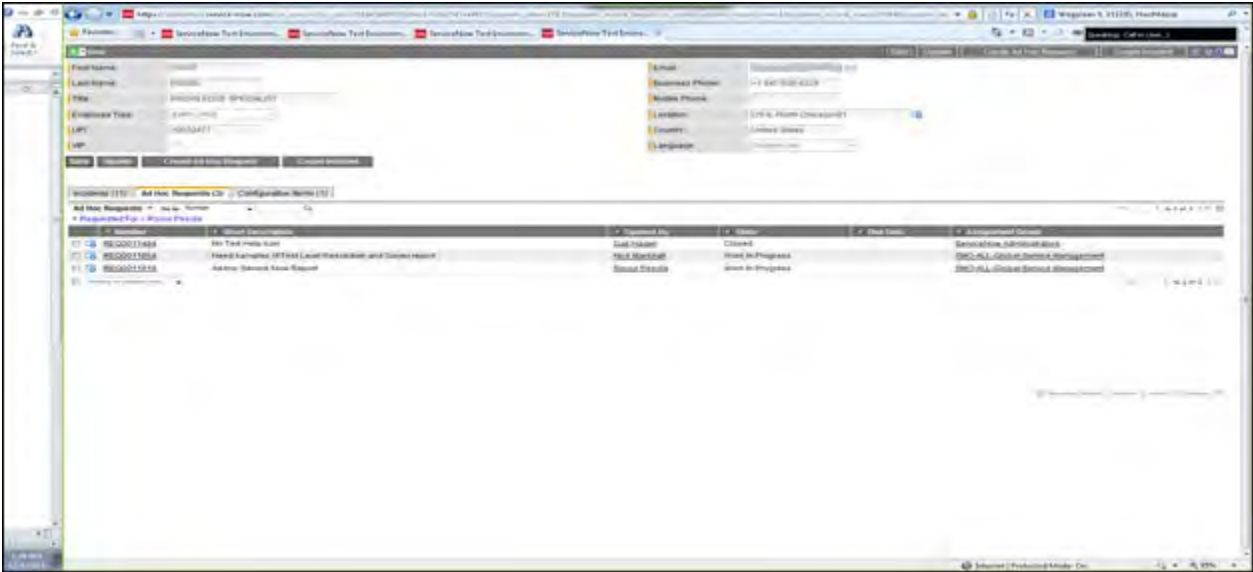
- Unisys will liaison with CSC, ITSM Team, and network teams to establish direct access
- Unisys Service Desk to get direct access (HTTPS) to ITSM from their desktop browser without any Terminal Service being the intermediate interface.
- Unisys IVR application servers to get direct access (HTTPS/SOAP) to enable Web Services functions with ITSM, if applicable
- Unisys will co-ordinate and work with CSC and Avaya to ensure the Web Services coding is carried out by Avaya once the Web services request Template is populated as agreed on
- The Employee list needs to be extracted and populated into a text file (Token File) containing only employee id without any special characters and characters to be small case, the file needs to be stored in the path specified. The Token file needs to be updated on a definitive interval.
- Unisys will ensure the necessary Service Desk agents are trained and ready with the usage of the necessary tools which would enable CTI
- Post Development will be completed and confirmed the completion of Web Services. There will be an internal testing within Unisys and UAT and with CSC
- Post Acceptance of CTI feature working as expected, the CTI feature would be enabled on Production and activated
- Unisys to provide project management and regular reporting on progress per agreed project governance

Unisys has a resilient architecture put in place with CTI supported by backend systems spread across different Unisys locations, each backend servers backin up each other. This runs on Unisys Backbone MPLS Connectivity which has a backup link which acts a failover mode. This is Unisys infrastructure and any client adding on gets plugged to this environment. The base Unisys CTI architecture system is shared on the network diagram below.



Unisys Avaya CTI Architecture

Example of a ServiceNow Landing Page with a Valid Employee Information (The Name and Email are intentionally masked)



Sample Screen of a landing page which would pop with caller information and Incidents created by the user.

- d) *Describe your proposed solution for End-User self-help, including self-help plan and provision approach, platform, features/capabilities, effectiveness monitoring, and identifying and implementing approved recommendations for improved or expanded self-help services.*

*Unisys will leverage self-help tools through the Self-Service Portal as described below. The Portal is a focal point for tasks available to the end users for self-service. The portal allows users to see previous incidents and requests, as well as check the status of currently open records and provide updates, such as additional information, attachments and close / cancel actions.*

*Response*

The Unisys solution brings the power of the ServiceNow platform, persona-based profiles, and the functionality of self-help together with the experience of Unisys through support of clients around the world.

Our solution is integrated with the applications in the ServiceNow platform, i.e. Incident Management, Problem Management, Change Management, etc. and allows the users to submit and view their incidents and service requests in addition to searching for knowledge articles to self-resolve their own issues, even before contacting the Service Desk. To optimize the ServiceNow Knowledge Management process, Unisys used Lean principles as well as improved screen layouts and field-level functionality to reduce the user input required to log, track, and manage knowledge articles. Our solution has an intuitive, rich, full-text search functionality.

Additionally, contextual search functionality is enabled throughout the platform and fully accessible from the Portal for self-healing; it automatically displays knowledge search results when users enter the description fields for their new incidents. This helps users to deflect or quickly resolve their issues without involving Service Desk agents.

The Live Feed functionality allows users to add comments and discuss a knowledgebase article. This includes the ability to follow an article to see the updates and comments as they are made. This also helps users to deflect or resolve their issues without involving Service Desk agents.

Knowledge contributors can review and approve the publishing of articles in accordance with the knowledge process flow. The content submitted allows for better self-resolve results. The ServiceNow platform has a strong article analytic engine to track the overall effectiveness of the articles and knowledge environment. Both the City and Unisys will deploy a knowledge content strategy, naming content providers and approvers in both organizations to maintain quality and accuracy of all submitted knowledge articles.

Unisys will work with the City on a Knowledge Centered Support (KCS) strategy. KCS practices involve collaborating, sharing, using, and improving knowledge. The goal of KCS is to solve a problem once and use the solution often. To take advantage of the knowledge that is available in the phases of Service Desk operations, KCS makes the knowledge captured by the support process available for reuse throughout the organization. Other best practices involve updating articles to enable them to stay relevant and effective and retiring articles that are no longer relevant. Knowledge managers can run reports such as the top 10 articles and those most frequently viewed and used. This ability involves prioritizing and organizing highly frequented or used articles every 6 months.

Knowledge articles and help files will be updated to the knowledge platform in a prioritized fashion. SEO analytics will continue to drive the top issue types to both account for new knowledge articles required to support the City and to maintain up-to-date articles as the environments change. During Transition, Unisys will develop knowledge articles around the top 10 areas as shown in Section 2.1.1.m.

In summary, the approach for Self-Service will result in improved services for users. The knowledge database will be easy to search and follow, thereby increasing self-help in the organization. The Unisys ESS portal has been optimized for seeking knowledge for self-resolve, the ability to submit and status incidents and requests, chatting online, providing feedback and accessing the users own dashboard all empowers the users to be more self-sufficient in their needs.

## 2.2.2 Service Desk Solution Overview

**Instructions:** Provide an overview of the Service Desk solution you propose to address the City Service Requirements stated in Enclosure D – Schedule 3B. Incorporate responses to common solution characteristics and description elements listed above. Limit 5 pages.

**Response:** Unisys has a deep understanding of the essential requirements to design and implement an ITSM platform for our customers. We have developed our own best-of-class toolsets by introducing proprietary processes and configurations. This deep knowledge and experience is transferable to CSC and is included with our solutions. Our methodology focuses on using highly maintainable configurations of the ServiceNow platform, which means customization is very minimal, if at all. This approach also enables integrations to be created to your external infrastructure systems, through orchestration and automation capabilities (i.e., password reset, SCCM, Nagios, SolarWinds, etc.).

Our goal is to not just replicate what is used in our global ITSM system but to implement only what is needed to deliver the required services to CSC that provide business value. With our knowledge of your current ITSM environment, we start by conducting a mapping exercise to compare data fields from the legacy to the new, against CSC's business requirements. We will then draft a data design document that

*will detail the configurations, from the foundation data to the workflow processes, business rules/logic, UI components, and data tables/interfaces for CSC's specific functional modules. This exercise will be performed in consultation with CSC resources, as identified by CSC's transition team.*

*In our experience, we have stepped into multiple deployments where the contractors have over promised and been unable to meet their timelines and requirements for the client. Fast tracking such implementations has led to end-user dissatisfaction with a tool that is not fully ready for deployment and budget overruns.*

*Outlined below is a representative sampling of our recent engagements that demonstrates our expertise and knowledge from end-to-end.*

***Major wholesale food chain:***

- Implemented Service Request Management for the entire enterprise
- Managed incident, problem, and asset management
- Minimized service desk workload by optimizing resolution times
- Optimized client's investments by completing deployment within schedule
- Improved end-user experience via services which consistently met or exceeded KPIs.

***Automotive distributor***

- Legacy system was an outdated version of HP Service Manager
- Implemented our Service Desk Optimization and Service Governance solution
- Implemented end-user services
- Deployment completed on time and within budget
- Expanding services to ITOM modules (ServiceNow Discovery and Service Mapping).

***Science and technology company***

- Deployed zBoot (a clean implementation of the ServiceNow platform)
- Full asset management, software asset management, Service Desk, and Field Services
- Deployment completed on time and within budget
- Existing 6-year version of ServiceNow that was not working as expected.

***United States Commonwealth Client***

- Implementation for IM, PM, CM, Service Catalog, SLM, and AM
- ODS integration for reporting
- Monitoring and Event Management

- Discovery and CMDB integration
- SAP integration to Service Catalog and billing
- Implemented processes to provide consistency and support for their requirements.

**State agency (Department of Justice)**

- Old version of SM tool
- Deployed Service Desk
- Expanding services to include service catalog deployment and additional usage of ServiceNow
- Deployment completed on time and within budget.

*Unisys is confident that with our dedicated Service Management team and the ServiceNow platform, this allows us to meet the stated requirements and will provide CSC the flexibility to accommodate changes and growth in the organization. Our partnership with ServiceNow augments our capability with our services.*

Response

**Solution Summary**

The known City objectives and requirements are the base for the proposed Unisys solution. The Service Desk will be delivered from one of our Managed Services Centers (MSCs) in the United States. As required, the support will be in English.

The Service Desk will be the single point of contact for end-user requests, end-user submitted incidents, and infrastructure generated tickets. The Unisys Service Desk in the United States will be staffed and available 24x7

Main solution elements include the following:

- The Unisys ServiceNow platform for incident, service requests, problem, and change requests.
- Direct input to ServiceNow interfaces using the web portal and chat.
- The Unisys service desk will work with the City's service providers to resolve incidents. With proper entitlement and development of knowledge articles, the Unisys Service Desk will open incidents with

vendors on behalf of the City, obtain status of open issues with providers, and relay additional information where appropriate to approved providers.

- Provision of automated password reset functions using Unisys ServiceNow features where applicable to the City's environment.
- Remote takeover for incident resolution and request fulfillment where applicable, using the Unisys implementation of the LogMeIn remote support tool.
- Maintenance of a knowledge database of CSC-specific information, including incorporation of root cause analysis findings from problem resolution.
- Use of the VIP list supplied by CSC when handling user calls. Users that are flagged as VIPs will be handled with a higher priority for service restoration and for other cases where the request requires it be handled at a higher priority.

### **Service Desk Solution Components**

#### ***Solution Baseline***

With the introduction of the Unisys ServiceNow ITSM tool, users can contact the Service Desk over the phone, by web submissions at the self-service portal, and over chat channels. Unisys staffed agents to enable calls to be answered within 60 seconds. The Unisys solution does not include voicemail as a contact channel.

Unisys considered the following baseline:

- Contract term: 4+2+2 years
- Volume: 620 tickets per month
- Coverage: 24x7
- ITSM tool: Unisys' instance of ServiceNow
- Language: English.

#### ***Call Management***

This service will provide the technical capability to receive calls from end users and route them to the appropriate Unisys Service Desk agents. Calls from end users will enter the Unisys Call Center from toll-free numbers or local direct inbound dialing telephone numbers. Interactive Voice Response (IVR) prompts will route the call to the proper agent or resolver team.

To make themselves known to the system, Unisys Service Desk agents will use a unique ID to log into the Unisys Automated Call Distributor (ACD). This ID defines the queues from which an agent will receive calls.

The Call Center's IVR/Announcement capability can play either prerecorded announcements or announcements recorded as needed to advise on outages or extremely high wait times. This prevents wasted time by users and agents who report on incidents they already know. It also reduces call volumes and therefore wait times for widespread outages.

Queue management information will enable call center supervisors and team leaders to track call wait times, queue depth, and agent availability. It also will give them the capability to assign queues to additional agents during peak periods; this is called workforce management.

### ***Call Management Reporting***

This service will provide the technical capability to display real-time information and to retrieve historical information from our Call Management System (CMS). It also will provide management and City reporting, as well as information for supervisor and wallboard displays. The CMS will be configured as a High Availability solution with server locations across several Unisys data centers.

### ***Chat Interaction***

This service will provide the technical capability to initiate an instant messaging connection with a Service Desk analyst for assistance in case of trouble or questions. This way, a call to the Service Desk will be avoided.

### ***Dashboards and Reporting***

Unisys will leverage the reporting capabilities in ServiceNow for enabling all Service Level Reports related to ITSM described in the Schedule 4 Exhibit 1 document of the RFP. We will develop the dashboards and reports during the transition. They will be accessible to the City and Unisys leadership and allow taking early action on deviations and keeping service levels within the agreed parameters.

### ***Incident Management Service***

This technical service will provide the technical capability to manage the Incident Management function, allowing for an incident to be created, manipulated, and closed. This service allows for the various state changes needed to track an incident's life cycle, setting the appropriate priority, assigning incidents to the correct resolver group, and confirming that incident notifications are set. Service Desk analysts will use this service to create, update, and close incidents; to confirm that the appropriate state changes are made throughout the incident's life cycle; and to set the appropriate notifications. Service Desk analysts also will use this service to categorize and report on incidents.

### ***Password Management***

This service will provide the technical capability to manage policy definition, setting, management, and resetting of a password for access to a domain or defined application. The ServiceNow password reset tool is an available feature that can be used for password reset activities. Password reset will be initiated by a Service Desk agent or directly by an end user to "self-reset" his or her password. Password reset

automation will be initially focused on the top 2 password request types identified by the call data and will be confirmed with the city during transition. In some cases, password reset automation may not be in scope due to the lack of standard integration between the environment and ServiceNow. Custom development of B2B integration to drive Password Reset automation is not included in the scope.

### ***Problem Management***

This service will identify and drive resolution of IT problems in the environment. The problem management team will use statistical measures and analysis methodologies to identify problems. Leveraging a set of investigative tools, the problem management team will collaborate with system owners to identify the root cause of problems for all P1 and P2 Incidents. Upon validation of the problem's root cause, the problem management team will maintain oversight of the problem through an action plan and its implementation. Problem Management team hours of operation would be 5\*9 during business hours. The turnaround for the Problem Management team would be 5 days for preliminary RCA and 10 days for final RCA.

### ***Knowledge Management***

This service will provide the activities and tools for maintaining consistent, accurate, and timely documentation to support the City's in-scope products and services. Product or application-specific information will be validated with Unisys and the City content owners and then formatted as required before it is published in the Service Desk knowledgebase. Knowledge articles will be used by Unisys Service Desk agents and other Unisys resolvers for issue resolution and by end users who seek self-help. The knowledgebase will be updated as needed to maintain consistency in resolution of issues.

### ***Remote Takeover and Diagnostics***

To initiate a remote takeover session and gain access to an end user's desktop or laptop, a Unisys Service Desk analyst will use this technical service. The analyst will gain control over the device so that work can be performed. The Service Desk analyst will use this service to perform diagnostic steps on the remote end point, determine the problem, and perform remediation steps on the remote end point. This service will entail the creation and storage of audit logs for each remote takeover session for later review or audit. To provide this service, Unisys will use the LogMeIn password reset tool.

### ***Service Level Management Service***

This service will provide the technical capability to manage the Service Level Management function. This service will allow the description and capture of Service Level Agreements (SLAs) and to set threshold values and targets for the defined Incident Resolution SLAs described in the Service Level Reports in the Schedule 4 Exhibit 1 document of the RFP. This service will allow incidents and service requests to be tracked and measured against defined SLA metrics. Additionally, when the SLAs are not met, this service will facilitate the creation of notifications and escalations. It will capture actual performance values of the defined systems against the SLA targets.

### **Service Request Service**

This service will provide the technical capability to manage the Service Request Management function. This service will allow a service request to be created, manipulated, and closed. This service will facilitate the various state changes needed to track a service request's life cycle and set the appropriate priority for the service request.

Unisys Service Desk Request Management team (this is a separate team from the L1 Service Desk) will manage all the Fulfilment requests submitted by CSC end users. However, the requests related to aging tickets or escalation requests will be handled by the L1 Service Desk team.

### **Service Excellence Office**

The SEO is a global center of excellence at Unisys that coordinates with Unisys service delivery groups. The SEO's goal is to drive improvement by focusing on the following:

- **Resolution Optimization.** The analysis of incident data to identify candidates and move resolutions steadily from higher skilled analysts ultimately to Level 0. Improve speed of each transaction through increased resolution at the right level.
- **Defect Management.** Reporting, analysis, and action plans for service defects, such as incorrectly assigned incidents, incorrect diagnoses, and excessive resolution times.
- **Customer Satisfaction (CSAT) Management.** Improve Customer Satisfaction by eliminating the drivers of end-user dissatisfaction.
- **End User Productivity Mean Time To Resolve (MTTR).** Drive better end-user productivity by analyzing time taken to resolve across all resolvers.

## **2.3 End-User Services (Enclosure D – Schedule 3C)**

Summary BAFO:

- Persona-based detail in ServiceNow and how it relates to End-User Services.
- Detail of endpoint services and level 3 support definition.
- Training detail and plans.
- Remedial maintenance service process.

### **2.3.1 End-User Solution Questions**

***Instructions:** In addition to the General Solution questions in Section 4 above, Service Provider shall provide responses to each of the Service Tower specific questions below. Limit responses to each question to a half page.*

- a) *Explain how your proposed solution will address the City's desire to minimize unnecessary handoffs and follow ups of open tickets to Service Provider's End-User support staff due to insufficient knowledge of End-Users' ticket history during support activities.*

*Response*

As the new ServiceNow platform is deployed, focus will be placed on training to capture high-quality information on the tickets. The accuracy and completeness of information captured on each ticket will be crucial to technicians arriving informed and prepared. Service Desk staff will be trained to capture as much information as possible by thinking through the eyes of the Field Services staff who will visit the end user. Field Services engineers will thoroughly review the ticket information and the employee's history to confirm a complete understanding before making the visit. Unisys will conduct quality audits of the tickets to verify that ticket information is captured properly. The End User Services (EUS) leader for the City will also enforce and conduct quality audits to verify that our Field Services engineers are taking the time to review ticket information before making visits. The Unisys approach will also focus on misrouted tickets and tickets that could have been handled without a handoff. Quality analysis and efforts for these two areas will lead to fewer mishandled tickets and improved resolution on the first contact or opportunities to improve the self-help features of the end-user portal.

b) *The City is interested in moving more toward a people/persona policy based set of standards for its end-users. Please describe how would you propose to implement a people/persona policy based standards approach to manage City end users given the different departments and their differing needs.*

*From a persona perspective, Unisys will implement three (3) personas: End User, Operations Management, and Executive persona for the Self-Service Portal.*

- Personas are not roles and are more in the lines of user experience that span across multiple applications. A person with an executive persona has a consistent executive-level experience across the Portal, i.e. dashboards will be displayed. A persona describes key characteristics of users expressing how they view the world; they dictate user experience, roles dictate user access rights to data.
- Roles are typically application specific and are directly tied to data access within the application. Users could belong to the same persona (user experience) but have different set of roles (data access). Personas will comprise a base set of roles and permissions and admins can assign additional roles for the user for specific access.

Examples of poor candidates for personas: report editor, admin, dept 327 manager, finance application user, etc.

As stated previously, the three (3) personas that will be implemented for the ServiceNow Portal are: End Users, Operations Management and Executive personnel. Within the ServiceNow platform, this is achieved by 'group' permissions in the system.

Example: Alva.Pennigton is an End User in the system. Alva does not have any permission roles defined in the system to her. When Alva logs in to the Portal, she has the capability to submit/status incidents and ervice requests, search knowledge, etc. Bernard.Laboy is an operations user that can approve knowledge articles, approve change requests (via the CAB since he belongs to the CAB approval group), and can work incident tickets. When Bernard logs in to the Portal and/or the back end system, the approval widget and link is exposed to him whereas it is not available to Alva.

### **Response**

The ServiceNow ESS platform provides users with persona-based access to the system, presenting them with the right information that applies to their roles and specific organizational needs. This will allow users to be able to find information faster, work smarter, have a better interaction with IT and business, and ultimately make a right decision. During the transition to ServiceNow, Unisys will lead the City through a process to review the right profiles that will drive the highest impact on the environment.

Persona-based access to information is complemented with role-based access to application features and capabilities in the ServiceNow platform. Role-based security defines user access at the module,

form, and field levels, so that the right to read, tailor, create, and take ownership of items such as tickets, configuration items, and service catalog items is configurable according to roles and organizational requirements. This capability can be assigned to specific roles, groups, departments, or positions in the organization.

The Service Catalog automatically displays requests related to end users, depending on how the requests are published and made available. This validates that a user only sees requests that are relevant to his or her role. Further restrictions or additions can also be made based on the end user's role, Unisys will look to evaluate the various user types, grouped by roles and personas; understand the City's needs to create an appropriate design; and provide a suitable portal that will provide City end users with ease of use and benefits.

In summary, general users can see a different catalog based on their role, but a manager can see their teams' access. Executives can be configured to see dashboards and only create VIP requests and incidents, etc. Users can easily be given application permissions to perform certain tasks such as change approval.

- c) *The City is interested in improving customer intimacy through a Service Provider offering where Service Provider staff would be made available to the City's end-users on a scheduled, recurring basis (similar to a "genius bar"). This venue would provide the end-users with the opportunity to bring issues to the Service Provider (e.g., questions around device functionality, break/fix issues, etc.). Please indicate your proposed approach to providing this solution, including proposed frequencies.*

#### Response

Unisys proposes the deployment of the TechCafé. This TechCafé brings a higher quality touch and intimate experience that City employees will embrace.

Equipped with technical and material resources, the TechCafé delivers a flexible, efficient and intimate service to increase workforce productivity and performance. The TechCafé will provide a range of IT support services targeted at top incidents and requests that are commonly seen in the environment, including:

- Resolution of hardware and application issues for in scope hardware and defined applications
- Software installation and configuration of approved software applications
- Provide basic questions and answers around common end-user devices and applications.

Unisys will work with the City to identify an ideal central location for the TechCafé—a location with easy access by the largest number of End Users. Based on our experience, Unisys recommends a regular time once each week to ensure consistency with the end-users. The initial duration would start with 4-hour sessions and adjust reasonably based on staffing demand. A communication campaign will be developed to announce the grand opening and periodically remind users of the value of the TechCafé. A key process that will be followed is the use of the ServiceNow platform to capture the interactions at the

TechCafé so the demand and impact to the business can be tracked and measured to include customer satisfaction.

The City will be responsible for the facilities, furnishings, equipment, transportation, connectivity, and a secure storage facility.

d) *The City is interesting in providing City departments with a Service Provider “road show” whereby the Service Provider’s End-User staff would visit each department on an established and recurring basis. These enhanced customer touchpoints would provide the department end-users with an opportunity to help with any issues department personnel may be experiencing or answer any questions they may have. Please indicate your proposed approach to providing this solution, including proposed frequencies.*

Response

In addition to the TechCafé, Unisys will establish a rotating “road show” with the City that deploys our field engineers to the various departments. This roadshow will provide another outlet to City employees to receive assistance with their top and most common IT issues and requests. Unisys proposes the largest department like PD would be visited once every 4 months, other major departments at least once every 6 months, and the smaller departments once per year. This schedule will be adjusted based on the utilization by each department with some departments being increased in frequency and perhaps others reduced. The schedule will be influenced by the TechCafé proximity and cadence to certain departments and City employees. Additionally, the “road show” format, length and actual participants will be adjusted based on the types of questions being asked and the types of issues being resolved. A communication campaign will be developed to announce the schedule and remind users of coming event. Finally, the incidents and requests resolved at the “road shows” will utilize the ServiceNow platform so the demand and impact to the business can be tracked and measured to include customer satisfaction.

e) *The End-User experience is important to the City. At the same time the environment is rapidly changing (e.g., mobility, O365, personas). As such, end point engineering is foundational to driving many City transformation initiatives and the City requires a strong end point engineering solution. How would you propose to provide an end point engineering team to successfully deliver these critical services?*

Unisys will leverage the instance of the AirWatch MDM tool provided by the Department of Justice to define and enforce City-approved device policies (e.g., security, accessibility, data). The Unisys team will also leverage this tool (for mobile devices) along with Microsoft SCCM for laptops and desktop devices in the departments, to make apps available to users when requested/approved apps are outside the core software provided on initial device images. Unisys will provide the following Endpoint Services:

- Desktop Operating System Image Development and Management
- Application Packaging Services
- Electronic Software Distribution
- Patch Management
- Endpoint Security Management and Event Monitoring
- Level 3 Engineering Support.

Unisys will deliver these services with an onsite-based dedicated staff of three fulltime Endpoint Engineering Team members with a fourth onsite dedicated team member to provide hands-on EUS technical team leadership and project coordination over the Endpoint and Desk Side engineering staff. The Endpoint Security Monitoring and Management service will be provided by remote staff to ensure constant monitoring and reliable responses to Anti-Virus and Anti-Malware related events reported while the onsite team members are engaged on projects and day-to-day service delivery of the other Endpoint services. The Endpoint Security Monitoring team will support the currently used tool (SCEP), and if this toolset is replaced, the replacement toolset will be supported for like functionality (Anti-virus and Anti-malware).

As new application of technologies like Office 365, Persona's, and mobilization initiatives evolve the End User Experience, the Unisys Endpoint team will support these changes at the departmental level through several means, including: department-specific Image Deployment task sequencing; standardized desktop application configuration management; diligent knowledge management practices, and close collaboration with Level 1 and Level 2 Support to provide effective continuity of services to the departments through all levels of the support process an issue may escalate through. As departments are transformed, Device Images will be adapted to unique departmental application requirements through task sequences that are applied with the image to adapt it to specific requirements within the target

department. When new applications are introduced, Endpoint will coordinate with the Application Team and City Departments to establish and capture standardized app settings and configurations are applied to app packages to be used by the department. As change is introduced and departments evolve, the Endpoint Team will support change processes by harvesting resolution data encountered while solving new and change-related issues into various types of Knowledge Base articles to provide Self-Help, Tips or “Work-Arounds” for Known Problems, and other instructional documents. These will be published and accessible to departmental End Users to assist them through the changes and challenges that surface. As the End User environment evolves at the City, Unisys Endpoint will ensure device images evolve with it, devices are kept secure through monitoring and patching of vulnerabilities, standardized application configurations ease learning and use of the devices, problems are easily addressed with self-help articles and up to date knowledge-base articles, and effective support through all service levels is readily and proactively provided.

### **2.3.2 End-User Solution Overview**

***Instructions:** Provide an overview of the End-User solution you propose to address the City Service Requirements stated in Enclosure D – Schedule 3C, as indicated below. Incorporate responses to common solution characteristics and description elements listed above. Limit 5 pages.*

Response

Unisys will require certification for the role required to do their function. This training and certification will be part of the Unisys resource performance plan. In addition, Unisys will review the technology roadmap with the City, during each of the mentioned meetings, in determining what upcoming technology skills may be required. Unisys agrees to provide the training and hold the team accountable to complete it. This mirrors our established guiding principle to improve our skills for the effective and strategic use of emerging technologies.

Finally, Unisys will leverage the City specific Knowledge Base and use it as required training, approximately quarterly, with end-user and all help desk staff. All new staff will be required to take the Knowledge Base training prior to engagement.

The Unisys solution will focus heavily on a dedicated onsite team of professional Endpoint Operations engineers and Field Services engineers who are focused on these crucial services. This team will use key tools such as the Unisys provided ITSM platform of ServiceNow. Microsoft System Center Configuration Manager (SCCM), and AirWatch are City provided tools which the team uses to manage mobility devices.

The ServiceNow ITSM tool captures incidents and requests that require Field Services support and enables connection of the right resources to the right asset or incident. Additionally, our commitment to developing and using best practices drives design efficiencies, promotes reusability, improves performance, and enables expanded capabilities.

### Endpoint Operations Services Summary

The Unisys onsite dedicated Endpoint Operations team will approach management of end-point devices through a sharp focus on the following:

- **Device Image Management** – Reliable creation, maintenance, and deployment methodology of base operating system images for devices that are reliable, patched up to date, and configured for an optimal user experience on supported devices
- **Enterprise Management Platform** – Leveraging Microsoft SCCM, this platform will provide reliable image deployment, electronic software deployment, patch management, inventory data collection, software metering, and related reporting functionality to enable end-point devices to be well managed and equipped to meet CSC's operational requirements.
- **Group Policy Management** – Management of Active Directory Group Policies designed to enhance and safeguard the end-user experience while providing governance for use of end-user devices
- **Endpoint Security** – Maintenance of a safe computing environment and data integrity through monitoring, response, event management leveraging antivirus, antimalware, and encryption (Microsoft BitLocker) functions provided by the operating systems and by System Center Endpoint Protection
- **Desktop Application Management** – The Endpoint Operations team liaises with the Application Management team to gather optimal configuration settings and requirements of end users and to have those packaged with the commercial software for electronic distribution to end-user devices in a standardized, reliable configuration.

These services will be provided by Endpoint Operations experts who work on site and face-to-face with the end-user community while seeking to drive innovation into the processes and tools used. They will leverage the expertise found throughout our global community of Endpoint Operations experts, including some back office non-client facing expertise provided from various Unisys Service Centers.

### Field Services Core Service Areas

Unisys solution assumes that ticket volumes will be consistent with the current environment (approx. 1,490 annually). To the extent such volumes materially change the City and Unisys will review and equitably adjust the City's Field Services requirements and associated pricing.

**VIP Support:** Unisys will work with the City to define specific onsite support for VIPs in the ServiceNow Platform. For other similar engagements, Unisys recommends a pool of pre-imaged equipment that is stocked at VIP locations. Whenever an incident cannot be (or is not expected to be) resolved within a VIP restore SLA, the VIP's workstation will be replaced to allow the user to continue to work as quickly as possible.

**Deskside Support Services:** Providing support to remediation of software and connectivity issues that cannot be resolved by remote resolution techniques.

***Installs, Moves, Adds, and Changes***

Installs, Moves, Adds, and Changes (IMACs) occur as ad hoc requests or as planned, large-scale projects. Unplanned or day-to-day IMAC activity is handled in the same way as hardware service requests, with call placement using the standard service request process: individual requests for IMACs go through the Service Desk or the Unisys Request Coordinator. A separate service request will be logged for each device or unit that is subject to the IMAC activity.

IMAC Service includes the following activities:

- Installations and De-installations – Upon equipment arrival, Field Services engineers will check for equipment damage, install and configure the equipment, load the software; and test it for full functionality. If a problem is detected, it will be escalated and necessary actions taken to enable device/system operability. End-user familiarization will be provided for the new equipment and software.

Installation of additional software applications (packaged applications that are not included in the standard City image or applications that cannot be packaged) will be done as a separate IMAC with support materials that the City will provide to perform the installation.

- Moves – Field Services engineers will de-install equipment according to the move schedule and prepare it for transportation. Once the equipment is transported to the new location, they will reinstall the equipment and test it for full functionality, using a predetermined installation script.
- Adds or Changes – Field Services engineers will unpack the product, conduct a physical inspection, set the equipment up or install new or updated software, and connect and functionally test the equipment.
- Replacement of peripherals and reconfiguration of software
- De-installation of the equipment
- Disposal of the equipment is beyond Unisys scope thus a third party will manage
- Installation of software when Service Desk agents cannot install it remotely
- Project-based refreshes (periodical changes) of desktops and laptops.

Unisys IMACD Coordinators will plan and manage the IMACD schedule as agreed with the City or with individual end users and confirm the correct operation of an installed or modified device. An IMACD procedures guide will be produced and agreed with the City and be part of the operations manual used by Unisys Field Services engineers, which will lead to consistent, repeatable execution of services. IMACD Coordinators will perform the following activities:

- Prepare the target location for a trouble-free MAC
- Identify and verify cabling and electrical power
- Document changes or additions to cable and electrical power if required for performing the IMAC
- Inform CSC of site changes or additions required
- Understand and document requirements for equipment connectivity
- Report correct IMACD completion
- Act as an internal single point of contact for Unisys Field Services technicians for IMACD activities.

For IMACDs, Unisys IMAC Coordinators will confirm equipment and the Unisys resources needed are available to comply with the contracted SLAs.

### **Remedial Maintenance Services**

Unisys Hardware Support and Repair functions provide the resolution of hardware-related problems with desktops, including repair or replacement of components or entire units, rebooting, isolation from the network, and diagnosis and corrective actions. Our Hardware Support and Repair functions can also be performed remotely by remote control or on site by deskside support or Smart Hands support.

In a hardware failure, the Unisys Service Desk will call the OEM to handle the issue if a unit is under warranty.

If the unit is under warranty, a Unisys Field Services technician will check the unit and decide whether the unit is repairable. If the unit is repairable, our Field Services technician will engage the OEM and adhere to their standard warranty repair process for the unit. If the unit is irreparable, the City will purchase a new unit, which Unisys will install. In case a hard disk failure, Unisys will reimage the PC with the City image. Unisys support of printers and mobile devices will extend to third party vendor maintenance when applicable.

### **Smart Hands Support Service**

This service provides Unisys Field Services engineers to assist in the resolution of other enterprise hardware issues that cannot be completed by remote means and require a physical presence. This can include hardware configuration and use, complex how-to requests, and sporadic fault identification and rectification.

### **TechCafé**

Unisys describes our approach to the TechCafé in our response to RFP requirement 2.3.1 c.

### **Road Shows**

Unisys describes our approach to road shows in our response to RFP requirement 2.3.1d.

### **Additional Services**

After each field service visit, a Unisys Field Services technician will perform the following activities:

- Check the health of the unit as preventive maintenance
- Check the asset record, escalate issues, and update the asset record if necessary
- Propose actions for the following items:
  - Parts
  - Swap units
  - Desktop and laptop purchases
- Check the stock level and propose further actions.

## 2.4 Enterprise Compute Services (*Enclosure D – Schedule 3D*)

Summary BAFO:

- CMP deliverables.
- Business Continuity and Disaster Recovery planning detail and process.
- Unisys outside SME provided for design and engineering.

### 2.4.1 Enterprise Compute Solution Questions

**Instructions:** *In addition to the General Solution questions in Section 4 above, Service Provider shall provide responses to each of the Service Tower specific questions below. Limit responses to each question to a half page.*

- a) *What is your proposed solution to provide cloud orchestration (SI) services for the City's evolving cloud environment (e.g., tools, processes, etc.)?*

Response

The City has a "Cloud First" strategy in place for new applications and upgrades to existing applications. They require that the infrastructure activities performed on premise be available and easy to perform in the various cloud provider environments that are currently in place and those of future providers. Cloud orchestration is essential to continue to maintain the costs and timeframes to implement new applications and services in the cloud. For orchestration of cloud services, Unisys proposes to enable Infrastructure as a Service (IaaS) Solutions and a cloud ecosystem for the City by establishing a robust Cloud Management Platform (CMP). This will be achieved through the development of a City cloud strategy that includes service provisioning that leverages ServiceNow catalogs, orchestration, release management, and security management. Unisys is positioned to bring the Unisys Cloud Management Platform as part of the transformation services. This approach will be vendor neutral if multiple cloud providers are used to provide the lowest cost for performance to manage ongoing infrastructure cost. This approach will remain seamless to the other underlying cloud infrastructure. By leveraging the Unisys CMP, the City will move to a more agile approach that leverages DevOps for infrastructure management.

This orchestration approach will be driven by the Unisys Cloud Infrastructure team, which is jointly led by the applications and infrastructure program managers and supported by Unisys CMP experts. This approach will enable the aspects of the Cloud First strategy such as contractual items, security including Active Directory integration, interoperability, and SLAs to be managed properly. Unisys successfully worked with the City to drive Cloud First initiatives. These initiatives include the migration of City websites from internal hosting to a cloud provider (Vision Internet), Accela Customer Relationship Management (PublicStuff), Questica Budget, and Office 365, which is in progress. Additionally, we supported Public Safety applications such as replacing Patient Care with ImageTrend, CAD-to-CAD, and various other Police Dispatch applications.

**Deliverables:**

- Installation and configuration of the Unisys Cloud Management Platform (CMP)
  - Ongoing support and maintenance for the Virtual Appliance
  - Ongoing support and maintenance for the integrated software components
  - All licensing for products provided by Unisys within the CMP platform
  - Configuration of templates and scripting for standardized virtual resources
- The CMP services are listed here:
  - Orchestration
  - Rapid Deployment
  - Automated Provisioning
  - Self-Provisioning and Self-Service Interfaces
  - Third Party Cloud Provider Service Aggregation
  - Business Workload Analysis
  - Recommendations and Mapping
  - Audit Support
  - Analytics and Reporting
  - Multi Source Integration
  - Automated Run Book execution
- Configuration and modification of ServiceNow catalogs to facilitate Service Requests for CMP Self-Provisioning and Self-Service Interfaces
  - Initial configuration of CMP and ServiceNow Service Catalog objects is provided by a Unisys project team (external to the delivery staff) that specializes in CMP deployments. Post-implementation updates to the catalog will be handled as Service Requests and will be processed by Unisys offsite support teams.

**Client Responsibilities and Assumptions:**

- The Client will provide virtual resources, CPU, RAM, storage, and network, which meet the requirement for the CMP virtual appliance to be provisioned by Unisys.

**Exclusions:**

- Licensing for Private Cloud Hypervisor or Operating Systems
- Licensing for Client applications

- Migration Services of physical or virtual workloads to or from the Public or Private Cloud.
  - b) *Describe your proposed collaboration solution, including setup, maintenance, support, City End-User training approach.*

*The Unisys on-site team will work closely with City departments to encourage and seek more adoption of SharePoint (CSI) for collaboration within and between departments.*

1. *Advise departments of applicable new functionality as it becomes available.*
2. *Conduct monthly user group meetings to include members from each department to*
  - a. *Introduce new features*
  - b. *Review departmental requests*
  - c. *Discuss issues*
  - d. *Deliver brief training sessions on relevant functionality. .*
3. *Conduct deep dives with individual groups to develop detailed requirements and configure and test the solutions.*
4. *Develop training materials (video, class-room training, FAQ's, QRG's, etc) which can be delivered individually or in a group setting.*
5. *Redesign the current CSI (SharePoint) Intranet Portal into SharePoint Online (O365) making sure to :*
  - *Perform a fitgap to become familiar with O365/Sharepoint Online features.*
  - *Analyse the City's desired new features for Level of Effort to implement and include in the workplan.*
  - *Cleanup the SharePoint 2010 and prepare for migration to O365.*
  - *Migrate the current content to SharePoint Online.*
6. *Maintain the current SharePoint 2010 Environment.*
7. *Maintain a detailed request log, which will be a part of the workplan. This will ensure that requirements are tracked and prioritized and also analysed for LOE.*

## **Response**

When faced with a diverse group of end users in 15 departments across the City, it is important to have a strong focus on training to enable the end users to quickly embrace changes to their applications, technologies, and services. Unisys uses Microsoft SharePoint as the collaboration platform to improve productivity and business process automation. We will also leverage the new ServiceNow end-user portal

to provide additional opportunities for collaboration and training. As part of our approach to end-user training, we will meet with end users to gather requirements, create a proof-of-concept, conduct a review to identify and make final adjustments, perform testing (with a strong focus on user acceptance testing), and then send the release to production. We will develop customized training material (e.g., video library, quick reference guides, and webinars) that is relevant to the enterprise and the individual user, delivered in a group setting, or conducted one-on-one depending on the requirement. Additionally, to complement our approach to end-user training, Unisys will conduct a monthly web user group meeting that will be attended by representatives from each of the City's departments and chaired by the IT Department. Our approach to end-user training has led to increased end-user satisfaction. Examples of this end-user satisfaction include team sites for the Finance Department's Comprehensive Annual Financial Report to automate the production of the City's financial statements, an agenda coordinators team to track the status of council agenda items; and the police communications team site to enable sharing of critical information across shifts in Police Dispatch.

- c) *Describe your proposed mobility solution including requirements development, support of the City's current AirWatch SaaS tool, and End-User access approach and security.*

#### Response

The City requires a Mobile Device Management (MDM) solution that can manage mobile devices across various departments, particularly for emergency responders such as the Police and Fire Departments. This is important because the City's data on devices must be protected. This protection will be achieved through encryption and password protection. Unisys can remotely wipe lost and stolen devices. Additionally, software deployment can be effectively managed to maintain a common look and feel for devices. Our solution continues the use of the AirWatch SaaS tool, which is owned by the Department of Justice to successfully provide this service today. More than 250 devices from various departments are registered and protected from data theft.

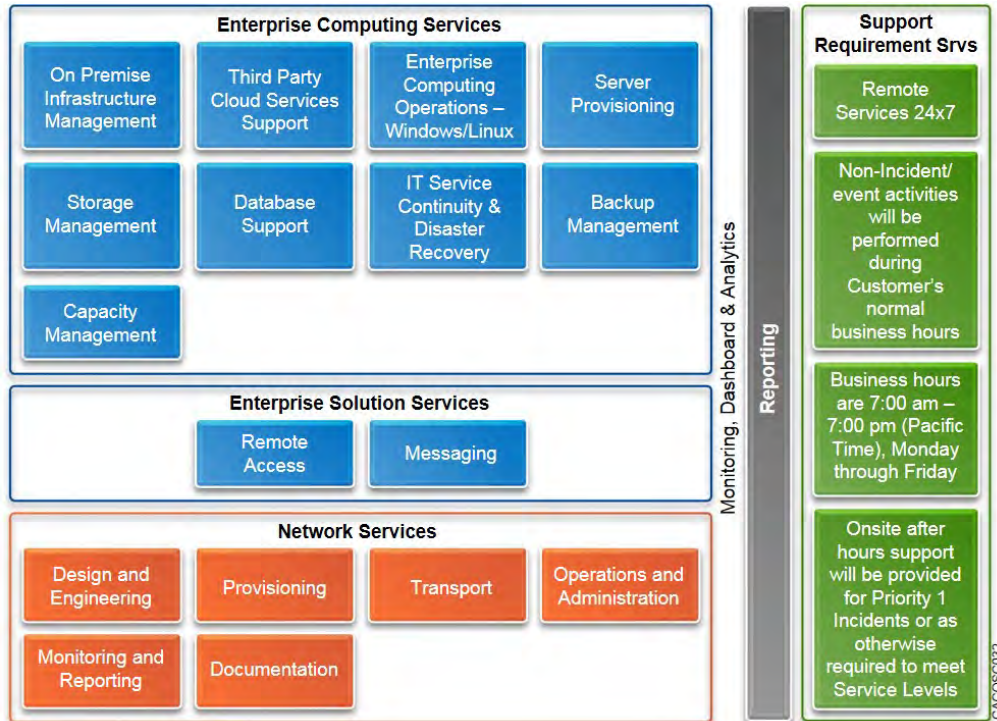
Unisys will continue to work closely with the AirWatch product and maintain the MDM solution roadmaps to enable AirWatch and the roadmaps to continue to meet business and security requirements for the City.

## 2.4.2 Enterprise Compute Solution Overview

**Instructions:** *Provide an overview of the Enterprise Compute solution you propose to address the City Service Requirements stated in Enclosure D – Schedule 3D, as indicated below. Incorporate responses to common solution characteristics and description elements listed above. Limit 5 pages.*

#### Response

Unisys proposes to provide the Enterprise Compute Solution illustrated in **Exhibit 2.4.2-1**.



**Exhibit 2.4.2-1. Proposed Enterprise Compute Solution.**

The City provides business services to its employees and citizens through a robust and secure enterprise architecture that uses City-owned data centers, SaaS solutions with third-party application providers, and increasingly through work packages deployed with cloud providers. This architecture must be secure and available anytime, anywhere 24x7. A highly available, secure, resilient, and redundant enterprise compute environment is a must to enable the critical services that a city like Santa Clara offers to its citizens.

Unisys will provide the City with a systems operational management and project services capability for its data centers, cloud providers, and distributed computing environments. Our Enterprise Computing Services will also include management of systems, network, security, storage, infrastructure, database support, and system consolidation and integration. This will maintain high availability of the City’s business applications with little to no downtime beyond planned outages. Unisys successfully demonstrated our commitment to providing and improving this high level of service with our ongoing program to move from a physical server environment, supported by a network with multiple points of failure, to a High Availability virtualized compute environment that is about 85 percent virtualized. We have two data centers that run on a high-speed 10 GB meshed core network that has improved redundancy, availability, and performance. Additional efforts during the rebuild of data centers led to a greener footprint that saves the City 60 percent on power.

**Enterprise Computing Services**

Unisys Enterprise Computing Services include the following services.

**On-Premise Application Infrastructure Management Support:** Unisys will provide on-premise application infrastructure management support for critical City applications such as Computer-Aided Dispatch (CAD), PeopleSoft, and Harris NorthStar.

**Third-Party Cloud Services Support:** Unisys leverages Azure for Office 365 and AWS as the cloud provider for the City. We will support future cloud providers that will use the DevOps and SAFe approach for the City and departments that serve the community. Using the Unisys Cloud Management platform, we will allow for improved orchestration of the cloud infrastructure as it grows to support the City's goals. This is part of the cloud maturity model and also part of the cloud continuum that is already in progress.

**Enterprise Computing Operations:** Unisys Data Center Operations Management (DCOM) solution is an ITIL v3 best practice based operation management approach. DCOM uses standardized processes and procedures that enfold the City's IT environment to provide consistent and repeatable support processes. Moving to ServiceNow will accelerate transformation by providing integrated request management as part of the Service Catalog. ServiceNow integrates with the current on premise environment and with the City's Cloud First strategy. Unisys has successfully implemented and deployed this feature for other clients. This process will drive costs down, improve consistency, and provide a just-in-time approach for systems that require additional resources to meet citizen and department demands. Enterprise computing operations will also organize the communication between different compute towers and coordinate them with project teams for streamlined execution in daily operations and special projects.

**Storage and Data Management:** The City and Unisys have worked together with storage and data management strategies to support the City's departments and special projects. This includes reviewing the current storage performance and its capacity, as well as evaluating the demand. Unisys will continue to drive data and storage solutions toward the cloud to maintain high availability of data and a scalable infrastructure, as well as improve disaster recovery options.

**Physical Database Support:** Unisys provides database support for SQL and Oracle engines as part of the current contract. We will continue to provide databases with physical support. This support is provided by remote Unisys staff, but with the continuous transition to the cloud, Unisys will bridge the cloud barrier further. Our expansion of the cloud footprint at the City will further drive the maturity process and continuous improvements in the environment.

**Application Support and Web Support:** Application and web support is provided by on site staff and remote resources. Unisys will continue to support websites and applications with the same approach. We will keep the current SLA for after-hours support on mission-critical systems. These systems include City websites, PeopleSoft, Public Safety applications, and Utility Billing.

**IT Service Continuity and Disaster Recovery:** Service Continuity and Disaster Recovery are limited to using High Availability servers with failover connections and multiple ISP feeds. IT Service Continuity and Disaster Recovery (SCDR) will further enhance the use of cloud providers to spin up mission-critical systems and to support offsite data replication in a secure public cloud. Unisys will test these processes once a year to deliver readiness and to meet the SLAs for the City's SCDR. This advance will improve the

support that City citizens receive. It will also provide critical departments with the tools that they must have to continue service if something should happen to the on premise mission-critical systems.

Unisys will provide to the City of Santa Clara Business Continuity and Disaster Recovery Planning (DRP), including the identification and classification of systems that require a Disaster Recovery (DR) plan. The disaster recovery plan, based on the City's RTO and RPO requirements, will include a detailed, step-by-step document which is to be followed during DR testing and/or when a Disaster has been declared. This will require the City to make key technical stakeholders available and responsible to participate in Disaster Recovery Planning Workshops. These workshops will be scheduled within the first three (3) months of the new contract. The Disaster Recovery Plan will be presented back to the City of Santa Clara within 60 days of a successfully completed workshop. The Disaster Recovery Planning is delivered by a separate from the Unisys delivery team but will require input from key technical support staff.

Upon mutual acceptance of the DR plan, Unisys will schedule a test of the DR plan with the City of Santa Clara at a time that will introduce the least amount of impact to the City. Unisys will execute the plan within the first twelve (12) months of the new contract and one (1) time per year for duration of the partnership. Unisys will provide a report with the test results within 15 business days. Upon a DR test failure, Unisys will work to remediate the issue and schedule a retest within 90 days. The Disaster Recovery testing will be led by DRP external team members and Unisys delivery key technical support staff. DR testing is assumed to occur during non-business hours to minimize impact to CSC agencies and constituents. All charges for DR planning and test exercises are included.

**Remote Access:** Remote access to systems and data for authorized persons is imperative for the City to support the community. This will allow citizens, employees, and City departments to function, especially as the location for these systems shifts from on premise to cloud-based solutions. Reliable remote access is key for the City to meet changing needs and includes the current VPN Client, Direct Access, and Office 365 methods.

**Messaging:** The Office 365 project is underway. Once this project is completed, Microsoft will continue to enhance it. As new features are added, they will have to be extended to the field for City personnel.

**Collaboration:** Across City departments and the various projects underway, collaboration and controlled access are important to have inside public buildings and around the City. Controlled access is important to support effective teamwork on the project teams.

**Mobility:** As already detailed in our response to RFP requirement 2.4.1c, Unisys worked with AirWatch and MDM while collaborating with the City to create an environment with the ability to support mobile devices. As requirements change, including those for GIS, the Landscape application, and the Public Works Road Conditions application, mobility access will play an important role in achieving effective communication between internal personnel and City of Santa Clara citizens.

**Network Services:** Unisys will continue to provide a highly available network that allows City employees and citizens to access the applications and services that align with the City's goals. These services will leverage monitoring tools and the ITSM platform to quickly respond to issues and resolve them. This will

include working closely with City telecommunications and fiber partners to maintain a reliable and available network. These are the same services that Unisys provides today and will continue to do so for the duration of the partnership.

**Design and Engineering:** By leveraging our experience with the design and engineering of network and compute projects, Unisys can recommend a cost-effective approach to meet strategic City project requirements and department goals. We will verify that the right success measurement tools are in place to guide our successful and cost-effective deployment of projects and concurrent operations for the near term and long term. Unisys has included in the services a Unisys Client Architect and technical Subject Matter Experts (SME) to facilitate and oversee design and engineering for the City's IT estate. These individuals are the conduit to the greater Unisys engineering teams and will bring other resources to bear as requested by the City. Reasonable requests for design review or engineering oversight will be handled in this manner. Requests for larger or more complex solutions may require additional staffing which will be reviewed and approved prior to any billable events.

**Provisioning:** As the City's needs change, the network and security environment will also change. Our network team handles the need to provision new equipment or reconfigure existing equipment to maintain high security. Unisys will use ServiceNow, Nagios, Cisco Prime Infrastructure, Zscaler, SolarWinds, and HP ArcSight to track changes and monitor the environment. These changes often require cross-technical tower support and confirmation of change in the environment. We will leverage those tools to execute, track, and monitor events. These are the same services that Unisys provides today and will continue to provide for the duration of the partnership. Innovation opportunities will be brought forward to the City as they become available for review.

**Transport:** Transport of data in the ever-growing, always-connected environment is important for having connectivity and control. The use of mobility and the migration from City-owned to employee-owned environments will imply new challenges for monitoring and managing access. Using tools such as AirWatch integrated with ServiceNow and HP ArcSight will allow for access and improved security.

**Operations and Administration:** Several key components make up part of the Unisys approach to operations and administration. Operations and administration follow ITIL v3 best practice principles by leveraging ITSM and ServiceNow, which will deliver enhanced consistency across technical towers. Monthly operations review meetings and "shift left" analysis will better support first-time resolution and faster resolve time for incidents. Items discovered will be addressed proactively to maintain the highest level of service.

**Documentation:** Unisys will create, maintain, and update standard operating documents monthly, quarterly, or yearly. These documents include those for mission-critical systems, processes, and procedures.

**Security Planning and Operations:** Unisys will provide security management and administration across technology stacks for the City. We worked with the City to define the initial security policies document. The initial document incorporates current security policies as well as Unisys experience and best

practices. These security policies are managed under the change control process. As requirements or technology change, Unisys will review each security policy document yearly, thereby improving operational procedures and governance with new knowledge acquired through our ongoing service engagement experience.

**Firewall Management and Security Intrusion Prevention and Detection:** Unisys proactively monitors and manages the City's firewalls, network-based intrusion detection system (NIDS) devices, and host-based intrusion detection systems (HIDS) for suspicious activity and known intrusions. When an event that affects the firewall or the security of the protected assets occurs, Unisys will evaluate the event, prioritize it, inform key stakeholders of the situation, and act accordingly to rectify the problem. We will attempt to notify the City before unplanned changes to the firewall or IDS-related components. However, in particular circumstances, Unisys may need to shut the firewall down to prevent an active attack from damaging City assets or the firewall itself before communicating with authorized contacts. Unless otherwise stipulated, the City will authorize Unisys to shut its firewalls down if we detect a security breach of the firewall that can affect critical systems or confidential information.

**Managed Security Services:** These services include physical access tracking, prevention of intrusions to enterprise systems security, and detection as part of an ongoing effort to provide the most robust protection possible against physical terrorism and cyberterrorism.

Enterprise Computing and Network Services follow the same requirements and principles, which include the following:

- A continuous improvement methodology that leverages a service of "shift left," review of Continuous Service Improvement and Innovation Program results, performance metrics, and key performance indicators. This methodology will allow us to establish improvement areas to help find the critical path across technical towers and team with City counterparts to leverage the highest service levels and to meet continuous improvement goals.
- Innovation brings new technologies and methods to help with life cycle management that will support the City's Cloud First initiatives. Unisys will leverage new tools to improve our cloud strategy in the Application Services commercial off-the-shelf software (COTS) portfolio on a case-by-case basis. COTS will move to the cloud when deemed appropriate. With our mobile strategy, citizen services and overall engagement will be improved. Innovation will include several components such as Wi-Fi capacity, a new CAD Resource Management System, and integration across City departments to better serve the community.

**Support requirements:** Unisys will provide 24x7 Remote Service. We will perform non-incident and event activities during the City's normal business hours. Normal client business hours are 7:00 a.m. to 7:00 p.m. (Pacific Time), Monday through Friday. Unisys will provide onsite support during normal business hours. We will provide onsite after-hours support for Priority 1 incidents or as otherwise required to meet service levels.

## 2.5 Application Management, Configuration and Maintenance Services (*Enclosure D – Schedule 3E*)

### 2.5.1 Application Management, Configuration and Maintenance Solution Questions

**Instructions:** *In addition to the General Solution questions in Section 4 above, Service Provider shall provide responses to each of the Service Tower specific questions below. Limit responses to each question to a half page.*

- a) *Describe your process for application portfolio assessment activities, including development of the annual evaluation report of the City's business and enterprise application portfolio with recommendations on application priorities, applications roadmap development.*

#### Response

Over the last seven years, Unisys has worked with City departments to create an Application Portfolio. This portfolio was developed using the Gartner Application Portfolio Management (APM) portfolio assessment methodology. This portfolio currently has 182 business applications identified with an understanding of the health of each application (Business Value Versus Technical integrity) according to the Gartner TIME methodology (Tolerate Invest Migrate Eliminate). This information is socialized and agreed upon with the departments at least once a year to help drive awareness of the health of the applications and to provide input to budget funding discussions. This assessment identifies both business and technical deficiencies. Many facts about an application are reviewed in these assessments, including:

- Application age
- Does the current platform (server, OS, database, Client, client OS, physical, virtual) comply with the City's Enterprise Architecture standards?
- Security status – PII, PCI, user security, role based
- Vendor management
- Product roadmap
- Are the skills required to support the application in line with the City's stated direction?
- Is staff training required?
- Opportunity to rationalize (and save costs) – are there other similar applications in use at the City?
- How often is the application used?
- Business impact

- Total cost of Ownership, including cost to maintain and support
- Interrelationships with other applications.

The Gartner APM (TIME) model to rank business value and technical integrity for each application is a leading approach and one that drives clarity to the application roadmap.

Unisys will continue to manage the City's application portfolio. Our approach to Application Portfolio Management will include the following activities throughout the engagement:

- a. Maintenance and enhancement of the application portfolio to continually assess the health of the applications. Due to changes in the business focus and technology, it may become necessary to track additional information regarding the applications (e.g., Windows 10 readiness, Cloud readiness, etc.).
- b. Update applications' portfolio inventory data, based on changes to the portfolio (e.g., new applications, upgrades, retired applications, technical changes (virtualization, DB upgrades, and customizations)), the environment, and the City's business needs.
- c. Facilitate periodic (annual) portfolio reviews with the departments to review their applications.

Monthly Application Portfolio Assessments will be produced with recommendations on application priorities. The outcomes of our application portfolio assessment activities, including assessment of ROI of addressing current business problems, will be reviewed monthly by producing charts and analysis from the repository. Heat maps will be produced to show various issues such as databases and operating systems that are out of date, security issues, and vendor version issues. These items will be reviewed with the respective City departments. During budget cycles, this information will help to prioritize needed upgrades and replacements.

b) *Describe your proposed approach to coordinating application lifecycle activities (e.g., testing, configuration, maintenance), with third party application providers (e.g., COTS, SaaS, cloud).*

Response

As the incumbent, the Unisys applications team currently performs vendor management activities at all levels in collaboration with department stakeholders and subject matter experts (SMEs).

As part of its strategy for vendor management at the City, Unisys will use the following approach:

- Hold regular executive stakeholder meetings with major application vendors to keep City management current on product roadmaps and new capabilities.
- Proactively engage the third party provider SME/technical experts to ensure that application related best practices and latest patches are incorporated in a timely manner.
- Monitor feature release schedules from our vendors, plan for testing cycles, and review and prioritize application vendor issues to maintain high-quality service delivery.
- Work with the application vendors to ensure:
  - Timely identification and mitigation of risks
  - Timely resolution of any application-related incidents/issues (e.g., sudden application dumps/errors), escalation of issues to ensure timely assistance from application vendor management, and timely communication to relevant City stakeholders on progress.
- Manage communications and set appropriate expectations and project timelines that are agreed to and effectively communicated to the City, Unisys, and the responsible application partner.
- Provide input to contract negotiations; understanding the products and vendors helps to create the correct terms and conditions/statement of work for contracts being negotiated by the city. Negotiating the correct deliverables, timelines, and payment milestones is the foundation of a successful project and vendor relationship.

c) *Describe your proposed approach for providing the Business Analysis services in Schedule 3E, including how you will engage City departments to understand their unique business needs and translate them into functional and technical requirements, drive solution evaluation and selection, address reporting needs, develop test plans and End-User training and support plans, develop application roadmaps and strategies, and drive departmental customer satisfaction.*

Response

Unisys understands that Business Analysis is one of the key aspects of the overall services engagement with the City. Through our Business Analysis Services, Unisys will effectively assimilate the key requirements/challenges of City departments and build requisite collateral/documentation that helps deliver the capabilities and user experience that exceed expectations and effectively support the City's business. The on-site team has Business Analysts that have domain knowledge in key areas such as

Finance, Utilities and public safety, ensuring effective communication of departmental needs and vision to the IT department, Unisys and vendors.

Our core activities for providing Business Analysis Services for the City's Departments will be:

1. Introduce our tested and globally accepted methodology, based on the concepts of "design thinking" or "conversation to conception" (Kanban) model, for effectively capturing business requirements to drive the overall application roadmap. We will incorporate the relevant elements of our overall DevOps and Agile approach to service delivery, to introduce technology and process elements that make this service more efficient.
2. Conduct regular meetings with the City's departments concerning their respective business functions to discuss the current status of issues, projects, and upcoming needs. As part of this activity, we will manage their requests, including tracking, incorporating detailed and complete documentation, and reviewing requests with departments and vendors to find and recommend best possible solutions (and alternatives). We will research requirements with vendors and institutions, and conduct a regular review of business practices against industry best practices to suggest improvements. An example of this service is the Utility Billing system projects, for which Unisys set up a Project Management Office to manage Utility Billing system projects and priorities of the major stakeholders.
3. Proactively lead and manage all coordination activities with the application vendors and City's IT staff (if needed) to ensure availability of the required support needed to resolve project level issues/ challenges arising out of shortcomings in applications or supporting software. This will include coordination for relevant functionality updates / business process changes, application patch installation, application upgrade, etc.
4. Lastly, execute an annual scheduled Customer satisfaction survey relating to the Service Provider's Business Analysis services and roles, with distribution restricted to City's end users, department directors, managers, and key subject matter experts (including Customer's IT Department (ITD)).

d) *The City is interested in providing business analytics and reporting services to the City departments, on an ad hoc and standing basis. This would be done through extracting data from departments' business applications and packaging the data for reports and analysis. How would you propose to provide this service to the different departments given their differing missions and needs (including staffing approach, and process for report development activities)?*

Response

Unisys has a thorough knowledge of the current state of data and analytics needs in the City and is working on some key initiatives to help build/deploy robust analytics solutions, such as Microsoft Power BI. To help deliver reports/analytics services that cater to unique needs of various departments, we will provide this service on a project-by-project basis, with an appropriate "change order" based on the overall scope and level of effort required to support each department's needs.

As part of its business analytics services for City, Unisys team will perform the following key activities as part of this engagement:

1. Organize need-based meetings/workshops with Department SMEs to understand and document these business reporting/analytics needs.
2. Our analysts will then assess feasibility of these requirements against the available data sets and in-house analytics applications (e.g., Cognos), prioritize the feasible requirements in collaboration with Department stakeholders, and provide estimation for building these reports.
3. Present estimates (and associated implementation costs) to the relevant stakeholders as Change Orders (CRs) for approval/signoff.
4. Post CR signoff, Unisys analysts will design, implement, test, and deploy the report, and collaborate with stakeholders/SMEs for user acceptance/signoff and training on these reports.

In addition to the regular ad hoc analytics/reporting work for City's Departments, Unisys analysts will perform regular research and assessment. We will provide the City with recommendations on relevant next generation business analytics capabilities that present significant opportunity for the City to easily interpret rapidly growing volumes of complex data and decipher new ways of improving services to citizens. Typical examples of these are:

- a. Open Data Portal that facilitates a single point of access to a wide range of data held within various City Departments. This Portal will enable ease of use, reuse, and distribution, and will enable meaningful insights that help drive quick and informed decision-making. Recently we became aware that the City's budget software vendor, Questica, has an open data product under development (Open Book) and arranged a demo and installation of the product for Santa Clara to be part of the product evaluation team.
- b. Growing volumes, sources, and complexity of data and the desire of organizations to analyze and report on larger volumes of this data (historical or dispersed) has led to the advent of new data

analytics platforms based on Big Data. We will work to assess and recommend such relevant platforms, including Unisys' cost-effective Advanced Analytics Platform, based on the City's future needs. We will help the City's users derive meaningful insights over a larger base (including social media) to serve the City's citizens much more effectively.

e) *Describe your company's SharePoint practice and how you would leverage it in the City's environment.*

Response

The Unisys CSC account team has a senior SharePoint/Office 365 subject matter expert and two additional team members who are well-versed in SharePoint and in supporting the City's intranet (CSI). Our account team domain experts will closely collaborate and work with department stakeholders to redesign and modernize the City's intranet using SharePoint Online, leveraging our experience and expertise from the Unisys global Microsoft SharePoint practice. We will also incorporate best practices for security and enterprise document management, as well as improve business functionality and collaboration. This will be achieved by implementing:

- Customized workflows and forms
- Team sites
- Other SharePoint native functionality, as appropriate.

At Unisys, we continuously maintain and update our Microsoft collateral, best practice information, and lessons learned from our many client engagements. This information is available to our associates on other engagements, such as CSC. We will efficiently reuse this content to deliver solutions to meet and exceed the City's expectations.

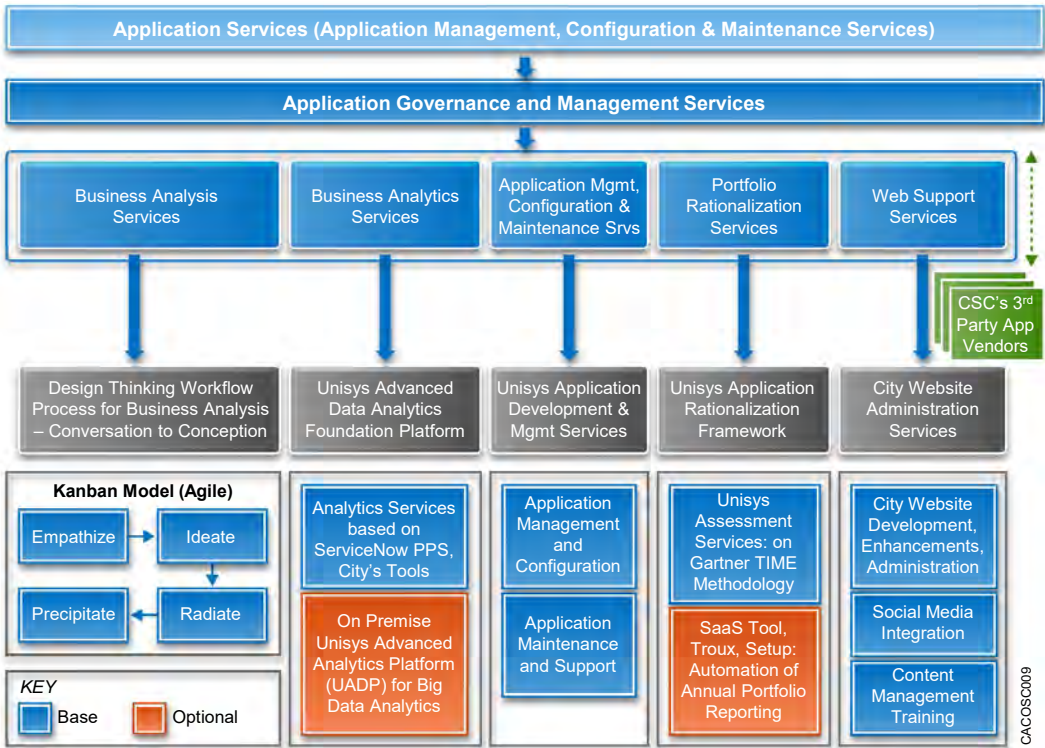
We will make our associates aware of the latest trends, including reviewing release notes from Microsoft and configuring new functionality/best practices as needed, and as it becomes available.

## 2.5.2 Application Management, Configuration and Maintenance Solution Overview

**Instructions:** Provide an overview of the Application Management, Configuration and Maintenance solution you propose to address the City Service Requirements stated in Enclosure D – Schedule 3E, as indicated below. Incorporate responses to common solution characteristics and description elements listed above. Limit 5 pages.

**Response**

Our approach to Application Management, Configuration, and Maintenance Services, which is illustrated in **Exhibit 2.5.2-1**, is driven by our passion and relentless desire to exceed the City’s expectations for application services. Unisys clearly understands City’s challenges and will use this opportunity to bring in the much needed process improvements and automation in our services offering that will help deliver continuous improvements and innovations and bring in the benefits of improved efficiencies, reduced time to value, and potential cost savings for the City.



**Exhibit 2.5.2-1. Unisys Application Management, Configuration, and Maintenance Services.**

As part of this strategy, Unisys team will help transform the current state of services through these key initiatives during our engagement with City::

- a. Rationalize and standardize the current processes in place for Application Services by using our expertise and Gold partnership in the renowned Scaled Agile Framework for Enterprises (SAFe). This

framework combines Agile and Lean principles and values to arrive at the specific practices and roles that are required across the enterprise to succeed on the Agile journey.

- b. Introduce DevOps to provide the much-needed automation across the application life cycle for improved efficiency, effectiveness, and speed of project delivery. DevOps will bring the needed automation for driving effectiveness in service delivery and drastically reduce potential defects to improve services quality and drive costs down.
- c. Through Continuous Service Improvement initiatives, consistently enhance the skills of our associates at the City. This will not only meet our associates' aspirations, but also will set the pace for innovation, growth, and overall efficiency and cost benefits.
- d. Evaluate new technologies and recommend enhancements that help to drive continuous improvements in operations, reduce the time to market, drive costs down, drive better user experience, and improve user sentiment. Our recommendations are as follows:
  - i. Open Data Portal, to facilitate a single point of access to a wide range of data held within various City Departments as opposed to the current environment where information is in silos, spread throughout the city (Refer to our response to RFP requirement 2.5.1d.)
  - ii. Advanced Business Analytics based on Big Data capability, using cost-effective solutions like the Unisys Advanced Analytics Platform to solve complex problems in the future. (Refer to our response to RFP requirement 2.5.1d.)
  - iii. Agile-based business analysis (refer to our response to RFP requirement 2.5.1c) to drive process improvements that help design solutions with improved user experience.

Unisys will work to provide all the services listed as in scope for Application Services SOW (Schedule 3E), including the ongoing and project-based application maintenance, configuration, and maintenance services for Customer's application portfolio, in line with City's expected Service Level Agreements (SLAs), with timely and adequate assistance provided by City's stakeholders in resolving dependencies arising out of external factors where Unisys has no control. These external factors are typically:

- a. Delays on the part of the City in its required project participation, providing scope changes and in signoff of deliverables, despite timely reminders from Unisys Team
- b. Delays on the part of the City in procuring applications and software (or patches) or provisioning required infrastructure for the project
- c. Delays from the application or software vendors in providing the required patches, despite timely communication from Unisys Team
- d. Change in City's business priorities, and the same resources from Unisys Team are required to address them

- e. Delays in provisioning of the required infrastructure (including the correct versions of application, database, etc. for Non-Production and Production environments) or SaaS environments to build, test, and deploy
- f. Timely and complete participation and signoff on deliverables from assigned City stakeholders in accordance with the Project Plan
- g. Product/application and environment, Infrastructure, or Environment (Cloud or in-house) issues
- h. Upsurge in incident volume from the current volume handled by the Unisys Team.

In such scenarios where external factors come into play, Unisys will work tirelessly in coordination with City and any third-party vendors to ensure timely resolution (or workaround) of such external factors that inhibit service quality and impact smooth running of business. In addition, Unisys will document such instances and their resolutions as lessons learned, so impact of such external factors can be minimized in the future.

### **Our SAFe Strategy for the City**

Unisys will use our team of certified Scaled Agile Program Consultants with deep industry expertise to provide the required consulting needed to enable an Agile way of working. Unisys created a framework to help to assess customer organizational readiness for embarking on an Agile-DevOps journey and identifying improvement areas. We will leverage this framework to help with charting the roadmap for achieving the necessary process improvements.

### **How SAFe Will Work at the City**

Detailed Scaled Agile (SAFe®) and DevOps Implementation Approach is provided in response to Question 4.1 d. This section gives an overview of Unisys' Agile/SAFe® strategy for City. The Agile life cycle conforms to an incremental pattern. Development iterations, termed as sprints, are typically contained in 2 to 4 week increments in which constant progress is demonstrated. This life cycle and the accompanying methodology allow for maximum communication and collaboration with clients and development. Unisys' key Agile elements, combined with our enhanced execution capacity that leverages our DevOps stack, will address the scope of application management and configuration to include the following activities:

- **Requirements Management:** to establish and maintain agreement with the City and other stakeholders on system requirements. The Agile method defines requirements with the sprint cadence of 2 to 4 weeks and uses a user story-driven approach. User stories allow requirements analysts to focus on the goals for the system under development and offer a short narrative describing something that a user wants the system to do.
- **Analysis and Design:** to transform the requirements into a design of the system-to-be; to evolve a robust architecture for the system; and to adapt the design to match the implementation environment, designing it for performance.

- **Implementation:** to define the organization of the code as implementation subsystems organized in layers to implement the design elements as implementation elements (source files, binaries, executables, etc.), to test the developed components as units, and to integrate the results produced by individual implementers (or teams) with an executable system.
- **Testing:** to focus mainly on evaluating or assessing product quality, which is realized through a combination of leveraging DevOps (e.g. Selenium) for improved testing efficiency and effectiveness and the following core Agile practices:
  - Document defects in software quality and advise on the perceived software quality
  - Validate and prove the assumptions made in design and requirement specifications through concrete demonstration
  - Validate that the software product works as designed
  - Validate that the requirements are implemented appropriately
- **Deployment** consists of the activities for enabling the software solution's availability for its end users.
- **Configuration and Change Management** are essential for controlling the numerous artifacts produced by the many people who work on a common project. Unisys Agile uses CMMI-compliant processes for configuration management.
- **Project Management** is the art of balancing competing objectives, managing risk, and overcoming constraints to successfully deliver a product that meets the needs of customers and users. That so few projects are unarguably successful is comment enough on the difficulty of the task. Agile Project Management allows Unisys to manage risk and to demonstrate progress early and often.
- **Organizational Change Management (OCM)** enables the organization to efficiently transition through the change impact by identifying the risks and mitigation as it pertains to employees; identifies key messages to push using a variety of supporting channels; and tracks usage of the new tools or technologies based on targeted communications as well as appropriate training delivered. As a result of the organizational change management strategy, City of Santa Clara will receive:
  - OCM plan that provides strategic approach applied to an evidence-based transformation plan that moves organization from current to future state with high adoption rates.
  - Communication campaign that supports organizational growth through transition, utilizes CSC current communication channels, and tracks effectiveness.

OCM stakeholder analysis will include a focus on how the transition to DevOps environment impacts current stakeholder groups, and specific treatments (communication and training workstreams) that address and support the transition. We will create performance objectives for fully leveraging DevOps environment including achieving service levels as identified in solution SOW. Performance objectives will be addressed through specific training and coaching plan to fully engage impacted users.

- **Environment** focuses on the activities necessary to configure the process for a project. It describes the activities required to develop the guidelines to support a project. The purpose of the environment activities is to provide the software development organization with the software development environment—processes and tools—that will support the development team.
- **Operations and Support** is a discipline that is adopted by Unisys Agile. It is the recognition that the work is not complete when the project is delivered. The main goal of the Operations and Support discipline is to operate and support the solution in a production environment.

### **Application Maintenance and Support:**

Our approach to Application Maintenance and Support is driven by the ITIL v3 framework. The model focuses on delivery of services to business stakeholders within a set of well-defined service-level expectations. The changes and benefits that are due to a shift to a unified managed service provide a positive impact across many dimensions. Unisys stands behind our commitment to services that will improve over time and be supported by detailed analytics. Applications management will align incident management, problem management, knowledge management, service request management, and service optimization with the ITIL framework to provide process standardization.

Unisys' partnership with ServiceNow allows us to bring not only one of the best service management tools in the market but also our world-class ability to deliver services through a fully ITIL v3 compliant framework and operations model. The Unisys strategy for service management is founded on helping clients to focus on a top-down approach for understanding that business value comes from running IT from the business perspective. Although the Unisys solution is partly based on ITIL-certified products, it incorporates Lean Six Sigma principles to maximize the value to the City. The aspects expected as part of the maintenance services will use our strengths as follows:

#### **a) Preventive Maintenance:**

- i. Use our expertise in ServiceNow for regular analysis of volume trends in incidents and problems to recommend appropriate remediation measures (e.g., enhancements, system changes, and upgrades,)
- ii. Work with our enterprise compute team to help with setting up an adequate application performance monitoring mechanism that maintains continuous monitoring of key business applications, thereby providing business continuity by timely prevention and quick resolution of application breakdowns
- iii. Work closely with application vendors, given our knowledge of the City's landscape and challenges, to confirm that applications have the best practices and the latest patch updates in place.

**b) Adaptive Maintenance:**

- i. Unisys will perform regular research and provide periodic updates of application and solution recommendations, which will fill gaps that might exist between the City's vision and current application landscape.
- ii. Once City stakeholders accept our recommendations, Unisys will work with relevant vendors to enable the application to meet the requirements (or gaps) with minimal customization.
- iii. Hold regular meetings with application vendors to confirm that the solution is regularly updated in line with the City's changing business and regulatory needs.
- iv. Work with the City IT Department to confirm that required clearances are in place for periodic installation of vendor-recommended patches and changes.

**c) Corrective Maintenance:**

- i. Ensure timely resolution of incidents.
- ii. Perform necessary break/fix activities.
- iii. Drive appropriate and timely communication to relevant stakeholders.

**d) Perfective Maintenance:**

- i. Work with the enterprise compute team to confirm adequate application performance monitoring, especially the key business applications (e.g., PeopleSoft) to identify problems that affect expected value to City departments
- ii. Regularly analyze applications' performance trends and work with appropriate application vendors to understand and develop roadmaps for recommended maintenance best practices and periodic infrastructure changes to avoid degradation of application performance.

**Continuous Improvement:** As an innovation-driven organization, Unisys believes in driving this culture of innovation and continuous improvement in our associates who are engaged with the City. We see tremendous value in fostering this culture through our proposed engagement team to consistently deliver benefits and cost savings to the City. The following elements are key to success for this program:

- **Effective Knowledge Management** to drive cost down and increase end-user satisfaction by driving for the quickest and most effective resolution
- **Relentless Training** of our associates that includes cross-skilling, up-skilling, and relevant certifications.

**APPENDIX A**  
**CRITICAL DELIVERABLES**  
**for**  
**CITY OF SANTA CLARA**

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## Procedures Manual

*Guide that details the standard operating procedures for all services. This has items such as process based procedures such as Incident management as well as functional base tasks such as PC installs.*

In October of 2013 a series of guides forming the then Procedures Manual was delivered as part of the original contract Critical Deliverables to the city. These guides in some cases are fully inclusive while others point to shared repositories of documents that contain “how to’s” that are frequently used by desktop technicians and other support staff, both onsite and remote. Examples of these guides include, but are not limited to:

- Change Control Procedures
- Problem Management Procedures
- Incident Management
- Data Center Maintenance Plan
- Database Backup and restore
- Security Procedures
- Operations Guide
- LAN Standard and Procedures
- Windows Design
- VPN Procedures
- Server Build Procedures
- Server Patching Procedures
- Endpoint Installation Procedures
- DSS Processes and Procedures

Since publication, there have been changes to the infrastructure, environment, software and business applications that need to be reflected in these documents to bring them up-to-date. Furthermore, during the transition process new runbooks and helpfiles will be updated and created. These will also be referenced to the knowledge base and portal as applicable. Once these have been updated by the individual service towers and approved, a process will be put in place to update them regularly through the change management process.

## Business IT Strategic Plan

*Plan that analyzes the current state of the City’s Information Technology utilization, capability, capacity, maturity and cost-effectiveness to meet functional business goals and requirements.*

*Identifies un-met and new business requirements and develops the future state Information Technology landscape, as defined below.*

*The plan will include a 2-4 year roadmap to help it achieve the identified future state, goals and objectives.*

*Elements include:*

*Current State: review and assessment of business strategy, vision and goals, business services and functional requirements, IT utilization, capability, capacity, maturity and cost-effectiveness to meet functional business goals and requirements. , financials, IT environment, service gaps.*

*Future State: Un-met and new business requirements, IT trends, IT vision, IT capabilities, policies, standards, processes and organization, enterprise architecture, governance model, performance management*

*Roadmap: Identification and prioritization of business application refresh projects and IT initiatives for the 2-4 year horizon. The roadmap will include time-lines, budget needs, high level justification and funding sources.*

The Enterprise Architect, assisted by Unisys Consultants and SMEs will develop and update annually the Business IT Strategic Plan (ITSP) based on the departmental goals aligned to the City’s Mission and Vision. The ITSP serves to align the technology requirements to the City’s business goals, functions, services and requirements for information technology and forms the foundation for the other associated strategic plans, information technology organizational, tactical and operating plans. The Future State vision describes the ideal state in high-level terms that forms the foundation for the acquisition of new technologies to support new capabilities. Identified gaps between the Current State and the Future State are selectively organized into projects that are then prioritized based on budget or technology sequencing requirements. As new approaches/capabilities are identified through trends in technology and service delivery, they will become candidates for update to the ITSP and the other strategic plans. As projects are completed, their components and capabilities will become reflected in the Current State as part of the annual update. As new business goals or technology improvements are identified, their components and capabilities will be incorporated into the Future State, and a new gap analysis will be conducted and the Roadmap updated as part of the annual update. (Please refer to 2.1.1.0.)

Unisys will produce a business driven “IT Strategic Plan” in the first year (within 12 months) after “go live”, that is intended to provide a high level framework and prioritized roadmap of IT projects and initiatives for a 2-4 year period. Following the initial deliverable, this roadmap document will be revalidated and updated at least once every 12 months to reflect any changes in the City’s business priorities and technological advancements and changes.

Unisys will maintain this Strategic Plan and Roadmap and provide effective, monthly communications on progress to ensure that the City makes progress on its vision and goals through the prioritized roadmap.

**Deliverable outline**

An outline of the “IT Strategic Plan” deliverable that will be produced at the end of a four to six week engagement is outlined below. This is the same work plan as the Digital Strategy Plan insofar as it leverages the same workshops and the same participants. The Digital Strategy is the “envelope plan” whereas the IT Strategic Plan is the “enabler plan”. In any case while we develop the interview schedules and the workshops it should be one set that covers the input and planning, deliverable creation for both.

#	TOC Major Area	Content area (sub TOC)	Comments
1	City Goals and Vision	* City Goals and Visions - * IT and Technology Vision and Goals for City	Describes City's Goals and Visions for the City as a whole, and specific departments as perceived by leadership of City and Department heads

#	TOC Major Area	Content area (sub TOC)	Comments
2	Current State of Digital Technology in the City	<p><b>* <i>Business services and functional requirements</i></b></p> <p>* Current State of Technology / Processes in various Departments/City</p> <p><b>*<i>IT utilization, capability, capacity, maturity and cost-effectiveness to meet functional business goals and requirements.</i></b></p> <p>* Enablers / Barriers that exist today</p> <p>* Existing IT Projects that are underway and their alignment with the ITSP and Digital Gov</p>	<p>Gaps that still exist in order meet the City's stated goals and visions.</p> <p>Technology Enablers that will be required to fill these gaps with the current state</p>
3	Future State Recommendations	<p><b>*<i>Un-met and new business requirements, IT trends, IT vision, IT capabilities, policies, standards, processes and organization, enterprise architecture, governance model, performance management</i></b></p> <p>* Technology Capabilities Required to support Future Vision and Goals</p> <p>* Prioritized list of <b><i>business application refresh projects and IT initiatives</i></b></p> <p>* Projects Defined with High level cost, benefit and Financial Analysis</p> <p>* Prioritized list of Projects</p>	<p>Prioritized list of Projects and Initiatives supported by Financials (high level) costs and benefits and an implementation plan (high level) in a roadmap for the City</p>

#	TOC Major Area	Content area (sub TOC)	Comments
		* Projects / Initiatives recommended * Implementation Roadmap for 2 to 4 year timeframe	
5	Ongoing Governance Recommendations	* Methodology, Templates and Documents to track and monitor ongoing implementation * Monthly Status Report Template	Visual Tracking of Progress made on various Technology projects and initiatives, including Financial performance, and progress against plan

**Tasks / Deliverables / Acceptance Criteria**

Unisys will use a team of Consultants and Local Government SMEs, and the onsite team of Applications Program Manager, Enterprise Architect to develop and present the IT Strategic plan, which will be updated annually (every 12 months). The Unisys team will work with City stakeholders who will be identified prior to the initial kickoff meeting and will be involved during the interviews, and also both of the workshops that will be conducted during the engagement to produce the final deliverable – IT Strategic Plan.

	Major Task / Deliverable	Completion / Acceptance criteria
1	Engagement Plan with Interview Schedule (Kickoff)	Project Plan Produced and presented to City Stakeholders and approved by the CIO
2	Interviews with Stakeholders of all departments (1-2 interviews per department)	Interviews completed (Questionnaires and interview notes produced and documented)
3	Preparation for Planning Workshop # 1)	<u>Planning Deliverable</u> - PPT Deck and Word Document that outlines City Goals/Mission (for Digital Transformation), Capabilities, Enablers and Barriers completed and approved by the CIO and departments
4	Prioritization/Planning Workshop Completed (#1)	<u>Planning Deliverable</u> (updated)- PPT Deck and Word Document that outlines City Goals/Mission, Capabilities, Enablers and

	Major Task / Deliverable	Completion / Acceptance criteria
		Barriers completed, with capabilities prioritized after the Workshop, reviewed and approved by the City.
5	RoadMap Workshop Completed (#2)	<i>RoadMap Deliverable</i> – PPT deck and Word document that describes Initiatives/Projects and their priorities, with High Level Financial Analysis (costs / benefits), priorities, High level implementation plan and Roadmap. Completed and approved by the CIO
6	Final Presentation and Deliverable Completed	<i>Final Presentation</i> to City Stakeholders (PPT Deck) and Final Deliverable – IT Strategic Plan Document (Word doc) completed, presented and approved by the CIO

### Periodic Updates and Ongoing Governance

Monthly Status reports will be produced regarding the progress of various activities and milestones outlined in the IT Strategic Plan. This will be tracked by the Unisys PMO, Applications Program Manager, Enterprise Architect as well as Digital Government SMEs and the City stakeholders.

On an annual basis (every 12 months), the planning process will be repeated, as necessary, to update and maintain the IT Strategic Plan document.

## Information/Cyber Security Plan

*A current information security plan and robust set of policies exist as an input. Service Provider will analyze current security posture, any new business and regulatory compliance requirements and laws, and provide recommendations to address any areas where deficiencies or threats have been identified for both on prem and cloud assets. Result will be an updated written plan, policies, standards and procedures that provide the operational and technical responsibilities associated with the Security table in this SOW (e.g., data security, physical security, security operations, patching, malware prevention, monitoring and Incident management, and threat and vulnerability management).*

*The Plan must be consistent with the NIST Cybersecurity Framework and any new business and regulatory compliance requirements and laws.*

A Security Plan exists from 2013 based on the City’s business needs and the security and privacy controls listed in the NIST SP 800-53 publication. This plan incorporated the results of an assessment that documented compliance with the controls listed in the NIST special publication. The security plan will benefit by performing a new security assessment, which is included as an optional service in the

proposed information security solution. The optional annual risk assessment and requirements review is based on business needs and the complete (most current version) NIST Cybersecurity Framework. (The currently released version 1.0 consisting of 22 categories and 98 subcategories and draft version 1.1 consisting of 23 categories and 106 subcategories).

If opted for, the assessment will be performed by the Unisys Security Advisory team using currently released version. The results will be used to benefit the Security Plan.

The following are the aspects of the risk assessment process that will enable the development of a plan that conforms to the NIST Cybersecurity Framework, and is based on the City's priorities and areas of risk.

1. Perform risk assessment
  - Define scope that includes systems, stakeholders, and compliance requirements.
  - a.
    - Understand current state of security controls (based on Data Sensitivity requirements, NIST Cybersecurity Framework and other standards and laws, such as HIPAA, California Public Records act, PCI, DOJ, California privacy laws and guidelines, NERC Standards, etc.)
    - Conduct interviews and perform walkthroughs of in-scope systems and processes
    - Perform SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
2. Determine desired capabilities and maturity levels
3. Perform gap analysis
4. Generate report that includes:
  - Revised Security Plan, Policies, Standards and Procedures
  - Revised Citywide security breach response plans
  - Revised security technical architecture
  - Prioritized risk ranking
  - Capability assessment findings
  - Maturity assessment analysis
  - Remediation and upgrade recommendations
  - Security action plan

## Business Continuity Plan

*The Business Continuity Plan includes working with key stakeholders to re-validate the City's critical business applications and infrastructure assets based on the already defined prioritization framework and updating/enhancing the existing Business Continuity Plan that encompasses all current mission-critical City Applications and the associated IT assets.*

The current Business Continuity Plan (BCP) was delivered as part of the original contract Critical Deliverables to the city in January and February of 2014 and consisted of the following documents:

- Business Continuity Program: Information Technology Strategy
- Business Impact Analysis
- IT Incident and Communications Management Plan
- Disaster Recovery and Scheduled System Testing
- Data Center Restore Plan
- CSC Information Technology Operations Recovery Plan
- IT Operations Metro Failover Guide
- ITSM Offline Workaround
- CSC – Business Continuity Program Tabletop Test Plan
- CSC – BCDR Risk Assessment Table
- Business Continuity and Information Security Executive Steering Committee Charter.

Since publication, there have been changes to the infrastructure, environment, and business applications that need to be reflected in these. A Business Continuity (BC)/Disaster Recovery (DR) subject matter expert (SME) will facilitate the review, validation, and update of the documents and plans listed above. There will be a need for the SME to interact with the onsite and in some cases remote staff to obtain updates to the environment and business requirements. The impact on City department resources will be minimized through an effort to reuse discovery and analysis work performed as part of the 2014 deliverable effort. The basic process will be as follows but is subject to revision after the “Create and Review BCP Update Schedule” tasks have been performed:

### **1. Create and review BCP Update Schedule**

- a. Review existing BCP documents
- b. Assign tasks for data updates
- c. Create and review CSC BCP Update Schedule
- d. Review the BCP Update schedule with Unisys CSC support team

### **2. BCP Information Update**

- a. City of Santa Clara Business Continuity Program: Information Technology Strategy
- b. Business Impact Analysis based on revised business requirements, RTO and RPO needs

- c. Enterprise Architecture
  - d. VM Mappings to Volumes
  - e. Hybrid Cloud and Cloud Backup impacts
  - f. BCDR Analysis
  - g. Emergency Incident Contact Lists
  - h. BCP Information Update - Complete
- 3. Update BCP plans**
- a. IT Operations Recovery Plan
  - b. IT Incident and Communication Management Plan
  - c. DR and Regular CoSC System Testing (MASTER)
  - d. City of Santa Clara Business Continuity Tabletop Test Plan
  - e. Datacenter Restore Plan
  - f. BCP plan update complete
  - g. Sign off by the City and Unisys on the revised BCP
- 4. Publication of Revised Business Continuity Plan**

The current Business Continuity Plan which is the main document contains the following high level layout and table of contents but may be revised during the update process:

- 1.0 Introduction
  - 1.1 Purpose
  - 1.2 Scope
  - 1.3 Objectives
- 2.0 Risk Assessment
  - 2.1 Threat Summary
  - 2.2 Threat Mitigation
  - 2.3 Major Disruption Scenarios
- 3.0 Business Impact Analysis
  - 3.1 Approach
  - 3.2 Business Function Summary
- 4.0 City Emergency Operations
  - 4.1 Emergency Operations Plan Priorities
  - 4.2 Emergency Operations Plan Scope
    - 4.2.1 Levels of Response
  - 4.3 City Emergency Operations Responsibilities
  - 4.4 Integration of Departmental Recovery Plans
  - 4.5 The Business Recovery Center
- 5.0 Business Continuity Framework
- 6.0 Conceptual Architecture
  - 6.1 High-Availability Architecture
  - 6.2 Disaster Recovery Architecture

7.0	Recovery Approaches
7.1	Platform Types
7.2	Recovery Techniques
8.0	Plan Maintenance and Testing
9.0	References

## Disaster Recovery Plan

*This plan is to update and enhance the detailed requirements and design solutions for the recovery of critical IT assets in the event of a major disaster or service disruption.*

Unisys will provide to the City of Santa Clara a Disaster Recovery Planning (DRP) for those Business Critical systems that require DR plans. The disaster recovery plan deliverable, based on the City's Recovery Time Objective (RTO) and Recovery Point Objective (RPO) requirements as defined in the Business Continuity Plan (the subject of a separate deliverable), is a detailed step-by-step document which is to be followed by key Unisys and City staff during DR testing and/or when a Disaster has been declared. Unisys will collaborate with CSC on a yearly basis to review and update both the Business Continuity and Disaster Recovery Plans.

This will require the City to make key technical stakeholders available and responsible to participate in Disaster Recovery Planning Workshops. These workshops will be scheduled within the first three (3) months of the new engagement. The Disaster Recovery Plan will be presented back to the City of Santa Clara for their acceptance and approval within 60 days of a successfully completed workshop.

Upon the City of Santa Clara's acceptance of the DR plan, Unisys will schedule a test of the appropriate set of Business Continuity Plans and the DR plan with the City of Santa Clara at a time that will provide the least amount of impact to the City. Unisys will execute the plan within the first twelve (12) months of the new engagement and one (1) time per year starting in year 2 for the duration of our partnership. Unisys will provide a DR test review report with the results of the DR test within 15 business days of completion of the scheduled DR test. If a DR test is not successful, Unisys will provide a Root Cause Analysis (RCA) for the failed DR test. Unisys will remediate the issue (if the root cause identifies that remediation is within Unisys' scope to resolve or provide appropriate remediation requirements to the City for any out of scope issues) and schedule a retest within 90 days of the remediation, as identified in the RCA.

The primary Disaster Recovery Planning staff is an external team to the onsite Unisys delivery team but will require the input from key technical support staff. Disaster Recovery testing will be led by the Unisys DRP external team members and may require onsite Unisys delivery key technical support staff and possibly CSC User Acceptance Test personnel.

DR testing is assumed to occur during non-business hours to minimize impact to CSC agencies and constituents. All charges for DR planning and test exercises, as described above, are included in the Unisys proposal.

The main Disaster Recovery Planning document proposed high level layout and table of contents would be as follows but subject to change during the development process:

1. Introduction
  - 1.1 Purpose
  - 1.2 Objective
  - 1.3 Scope
  - 1.4 Assumptions
  - 1.5 Applicable Standards and Guidance
2. Concept of Operations
  - 2.1 Four Phases
  - 2.2 Data Backup Readiness Information
  - 2.3 Site Readiness Information
  - 2.4 Hybrid Cloud Readiness Information
  - 2.5 Roles and Responsibilities
3. Activation and Notification
  - 3.1 Activation Criteria and Procedure
  - 3.2 Notification Instructions
  - 3.3 Outage Assessment
  - 3.4 Incident Team(s)
  - 3.5 End User Messaging/Communications Plan
4. Plan Activation Procedures
  - 4.1 Media Retrieval and Delivery
  - 4.2 Cloud Backup Data Recovery
  - 4.3 Disaster Recovery Overview
    - 4.2.1 General Application Description
    - 4.2.2 Recovery Contacts
    - 4.2.3 Data Center Overview
  - 4.3 Infrastructure Recovery Procedures
  - 4.4 Critical Business Application Recovery Procedures
  - 4.5 Website Recovery Procedures
  - 4.6 DNS Changes
  - 4.7 Network Recovery Procedures
5. Reconstitution
  - 5.1 Data Validation Testing
  - 5.2 Functional Validation Testing
  - 5.3 Recovery Declaration
  - 5.4 User Notification
  - 5.5 Cleanup
  - 5.6 Returning Backup Media
  - 5.7 Backing up Restored Systems
  - 5.8 Event Documentation
6. Recovery Plan Testing
7. IT Business Restoration (Return to Normal Operations) Plan

Appendices:

- Key Personnel and Team Member Contact List
- Vendor Contact List
- Alternate Telecommunications Provisions
- Diagrams

Network Configurations  
Hardware Inventory  
Recovery Plan Test Report  
Related Documents

## Enterprise Architecture Plan

*Develop an analysis, blueprint and implementation plan for the City's data, applications, and technology.*

The Enterprise Architect will develop and maintain an Enterprise Architecture Plan (EAP) based on an Enterprise Architecture Framework of Architectural Domains, including:

- **Business Architecture (BA)** – structured around mission critical business capabilities/processes based on departmental goals intended to realize the City's Mission and Vision.
- **Information Architecture (IA)** – Information and analytics needs of the business functions, communities of interest, external stakeholders, business partners, etc.
- **Data Architecture (DA)** – structured around the logical data required to support the BA
- **Security Architecture (SA)** – based on the sensitivity and vulnerability of the data (DA) or services (BA)
- **Application Architecture (AA)** – based on the approved application technologies required to realize the mission critical business processes. This domain will include all application layers, such as:

Access Channels Layer

Presentation Layer (CX and UX)

Shared Services Components

E-Government on-line services

Enterprise applications

Department Specific applications

Middleware Components - Integration Layer; Web Services; Business Rules, etc.

- **Communication Architecture (CA)** – based on the approved technologies required for communication and delivery of services through voice and network capabilities.
- **Infrastructure Architecture (IA)** – based on the approved product technologies required to support the BA, IA, DA, SA, AA, and CA domains. This includes Business Continuity and Disaster Recovery capabilities.

The EA Framework will be leveraged to guide requirements analysis to ensure that new technology components align with the intended Future Vision. Overall, the EAP will provide a high-level view of the City’s approach to fulfilling the Future Vision of the IT Strategic Plan and a high-level view into the Tower roadmaps. The EAP will be updated to reflect changes through delivery of projects or CRs and presented as part of the annual update process. (Please refer to 2.1.1.o.).

**Deliverable outline**

An outline of the “Enterprise Architecture Plan” deliverable that will be produced at the end of the Digital Strategy Plan and IT Strategic Plan development following approval of those deliverables.

#	TOC Major Area	Content area (sub TOC)	Comments
1	City Goals and Vision	<ul style="list-style-type: none"> <li>* City Goals and Visions - Outside in view of how City will serve Citizens and Constituents</li> <li>* Digital Government Vision and Goals for City</li> <li>* business function and services requirements</li> <li>* Information and Analytics requirements</li> <li>* IT Architecture Drivers</li> </ul>	Describes City's Digital Government Goals and Visions for the City as a whole, and specific departments as perceived by leadership of City and Department heads. This introduction is taken from the IT Strategic Plan.
2	Enterprise Architecture Domain Framework and Domain Descriptions	<ul style="list-style-type: none"> <li>• Description of the domains of the EA Framework</li> <li>• Specification of the meta-data to be captured and maintained within each Domain</li> <li>• Domain detail descriptions, components (bricks), standards, five year upgrade</li> </ul>	Based on the results of the Digital Strategy workshops and the IT Strategy analysis, the EA Domain Framework will identify those Architectural Domains to measure and monitor in order to realize the City's goals.

#	TOC Major Area	Content area (sub TOC)	Comments
		plans.	
3	EA Repository	<ul style="list-style-type: none"> <li>Description of the EA repository to be used to capture and maintain the Domain meta-data</li> </ul>	The Domain meta-data will be used to measure the gaps to be filled in order to realize the City's goals. The EA repository will enable a digital modeling capability that will visibly diagram the alignment of the City's goals to the underlying architecture of the solutions.
4	EA Processes	<ul style="list-style-type: none"> <li>Description of processes to be followed in order to maintain the EA Domain Framework in the EA Repository.</li> </ul>	The EA Processes are the methods to be applied to ensure that selected projects are staying aligned with the City's business goals.

**Tasks / Deliverables / Acceptance Criteria**

The Enterprise Architect to develop and present the Enterprise Architecture Plan, which will be updated annually (every 12 months). The Enterprise Architecture Plan will be developed in conjunction with the Digital Strategy Plan and the IT Strategic Plan and will focus on those gaps that must be filled to ensure realization of the City's goals.

	Major Task / Deliverable	Completion / Acceptance criteria
1	Draft (Strawman) Enterprise Architecture Plan (EAP)	Following completion of the Digital Strategy Plan and the IT Strategic Plan, The Enterprise Architect will deliver a draft Enterprise Architecture Plan tailored to the identified gaps the must be closed in order to realize the City's

	Major Task / Deliverable	Completion / Acceptance criteria
		goals.
<b>2</b>	Presentation and Review of the EAP	Review, discussion and adjustment of the EAP to address the identified gaps
<b>3</b>	Finalized EAP	Enterprise Architecture Plan Document (Word doc) completed and presented  Finalized document incorporating the comments and recommendations from the Review.  Approved by the CIO

**Periodic Updates and Ongoing Governance**

On an annual basis (every 12 months), following update of the Digital Strategy Plan document and the IT Strategy Plan document, The Enterprise Architecture Plan will be reviewed and updated to address any needed change in Domains or meta-data necessary to address changes to those underlying plans.

## Communications Plan

*Written plan that provides direction on how the Service Provider will engage with ITD and other City departments on an ongoing basis, including at both the strategic and operational level. The plan will define the frequency, audience and format of the communications.*

The communication plan will serve to describe the strategic collaboration approach and how Unisys maintains an effective partnership with ITD and CSC departments. The plan includes the governance, roles and responsibilities for proactive and reactive communication between Unisys and CSC as well as publicizes successful rollouts and keeping the departments in touch with the IT strategic roadmap.

Reactive communications are event based. Examples of reactive communications are notification of a system outage, notification of resolution of a system outage, software upgrade, and project milestones reached. These communications are sent out at the time of the event. Proactive communications are sent out on a regular schedule. They include messages such as service level performance, such as uptime reports, service desk recaps, security awareness, the IT roadmap, Projects portfolio and progress on the Annual Execution Plan, and user education including tips and advice. These communications will be scheduled on a staggered basis to ensure frequent contact with end users, stakeholders, and department heads. The frequency of each communication will be defined in the plan, in addition to who will send out the communication. Depending on the subject, communications may be sent monthly, quarterly, or annually.

Communication channels and levels of communication for each stakeholder group are provided in the plan to accommodate the relevancy of information as well as maintain a transparency with ITD/CSC on project progress as well as issues and/or risks and respective mitigation. The communication plan supports the overall project deployment plan and will be updated as needed based on input from Unisys and ITD/CSC.

The communication plan will also define the style and format (templates) of these communications. It is important that they be informative, brief, and professional.

The Communications plan will provide the following benefits:

1. Inform users about events that may affect them (just in time communications) – upgrade announcements, outage alerts, security bulletins.
2. Publicize IT successes.
3. Transparency of costs.
4. Communicate status of IT initiatives over the long term.

The communication plan provides the following table of contents:

- Overview to service management communication objectives
  - Informing impacted users about events such as upgrades, outages, security awareness;
  - IT performance success, transparency of costs, IT initiative long term status view
- Roles and responsibilities for impacted stakeholders
  - Schedule of Communications
  - Communication Content
    - Templates
- Communication guiding principles & activities
  - Project reporting status (including format, review cycle)
  - Stakeholder/steering committee collaboration
  - Communication channels and frequencies
  - Communication of issues and risk mitigation
  - Approval process
- Glossary of terms

## ITIL Service Management Standards

*Strategy and execution plan for the deployment and ongoing maintenance of tools, documentation of process necessary to have consistent service management within the enterprise*

The IT Infrastructure Library (ITIL) is an integrated, process-based, best-practice framework for managing IT services. It provides guidance for creating and operating a service desk that provides efficient communication between the user community and the IT provider. The ServiceNow platform conforms to ITIL v3 processes.

The ServiceNow platform effectively supports ITIL-aligned activities and IT best practices for:

- Incident management
- Problem management
- Knowledge management
- Request fulfillment
- Change management
- Release and deployment
- Service asset and configuration
- Capacity Management
- Financial Management
- Service level management
- Service catalog management.

Unisys deployment/implementation methodology follows the recommended ITIL v3 global processes. Upon completion of the implementation, a data design document will be provided by the ServiceNow implementation (transition) team. The document will contain the configurations that support the above ITIL processes and CSC's specific business requirements. Any changes to the platform and/or the processes will require the Unisys Change Management process to be followed in order to recognize, control, and communicate the changes, then consequently documented and reviewed.

Key activities associated to the ITIL Processes

- Incident management
  - An unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a configuration item that has not yet impacted service is also an incident.”

- The process provides detailed procedural guidance on how different types of interactions should be handled. The primary audience for this document includes Service Desk team, ITIL process team, L2 Support, L3 Support and End users.
- Problem management
  - Problem is an underlying cause of one or more Incidents.
  - The goal of Problem Management Process is to identify and eliminate the Root Cause of the Problem through preventive/corrective actions or reduce the impact of problem on recurrence. In turn, stabilizing the IT environment.
- Knowledge management
  - Knowledge Management Process provides standardized guidelines for creating and managing solutions in an integrated Knowledge Base (KB). This process includes detailed guidelines in subsequent sections to:
    - Create or Modify a Knowledge article
    - Engage the Knowledge Management Team
    - Review, Approve and Publish a Knowledge Article
    - Retire Knowledge Article
    - Retrieve Knowledge Article
    - Assign articles to Article Owners or Groups
- Request fulfillment
  - Service Request Management is the process responsible for managing the lifecycle of all service requests from the users starting with the registration of the request until the fulfillment and closure of the Service Request.
  - The goal of Service Request Management is to reduce the complexity and costs associated with how customers interact with IT at the same time also making sure that the customers are able to request for and obtain services within the lowest possible turnaround time. Customer service & request processes are streamlined through automating end-user management processes. With the effective Service Request Management, you gain business transparency, visibility, and control across all of service support.
- Change management

- Change Management is to ensure that standardized methods and procedures are used for efficient and prompt handling of all changes to control IT infrastructure, in order to minimize the number and impact of any related incidents upon service.
- Release and deployment
  - The Release Management Plan is a high-level description of how the unified Global Process for Release Management is designed and implemented internally within Unisys and externally to our customers, when applicable to the scope of contracted services. The plan provides a framework to design and implement the Release Management activities such as Release Planning, Release Building, Acceptance Testing, Rollout Planning, Release Preparation, Release Deployment and Managing Emergency Releases. This document also lists the various roles and responsibilities in Release Management.
- Service asset and configuration
  - Service Asset & Configuration Management (SACM) is the process responsible for providing accurate and complete configuration information about the infrastructure components, including relationships, to support the other ITSM process.
  - SACM is one of the lifecycle processes in ITIL and is one of the foundations of IT Service Management. This process manages the assets of the organization in order to support the other ITSM processes, provides a logical model of the infrastructure and manages assets and configuration items by identifying, controlling, maintaining and verifying the versions in existence.
- Service level management
  - The process responsible for formal agreements (e.g., Service Level Agreements (SLAs)) and ensuring the supporting agreements (Operation Level Agreements (OLAs)) and contracts (Underpinning Contracts (UCs)) are accurate and up-to-date. This includes the creation of the agreement (planning), obtaining agreement from the business on the content of the SLA, and reviewing service achievements on an on-going basis.
  - Relationship management between the service provider and the business/customer is based on the SLA. Service Level Management relates availability, capacity, performance, and costs to business demand.
- Service catalog management
  - Service Request Catalog Management is the process responsible for creating and managing a catalog of all available services from which an end user may submit request. The Service Request Catalog integrated with Service Request Management encircles not just a list of

all available services, but also the request forms, underlying approval processes and sequenced fulfillment task components.

- The goal of Service Request Catalog Management is to empower the end user to self-support, reduce the complexity and costs associated with how customers interact with IT, to Standardize / Simplify the delivery of critical IT processes and workflows, to reduce work volume, fulfillment time and delivery, through automation. In summary, Service Request Catalog Management improves the effectiveness and efficiency of Service Request Management.

## Enterprise Project Management Standards

*Strategy and execution plan for the deployment of tools, documentation of processes necessary to advance project management methodologies and provide an enterprise view of project and the plan of record*

The Unisys Services and Solutions Delivery Framework (SDF) is the unique One-Unisys framework that is applied to Unisys projects. It is based on the Project Management Institute (PMI) Program Management Book of Knowledge (PMBOK). The SDF provides an effective structure to verify that consistent, high-quality management practices and repeatable processes are applied across Managed Services programs and client projects. Unisys will manage projects with standard processes and practices institutionalized in our SDF methodology.

Unisys will continue to use and update the CSC Project Management methodology residing on the City's CSI SharePoint site and that contains the following high level areas of documents, checklists, templates and other artifacts:

- Requirements Management
- Project Initiation, Charter and Funding
- Project planning
- Schedule management
- Financial management
- Risk management
- Contract management
- Change control
- Third party management
- Measuring, assessing and reporting performance
- Program Management

Unisys will update the above documents to reflect the SAFe Agile methodology being adopted.

**Ability to implement an approach to holistically managing the Enterprise IT Portfolio, across the technology life cycle. Furthermore, achieve a clearer focus of the business value of IT assets,**

delivering high-value IT projects that are strategically aligned to meet City business requirements.

This will provide visibility to the stakeholders and allow for decision making on the best use of limited funds available for IT and allow for the setting of priorities by the business community.

## Overview of Approach

Reflect the SAFe Agile methodology being adopted, which includes but not limited to:

**Understand the current state of project and portfolio management in the City**

**Capture desired vision and outcomes from key executives**

**Develop the portfolio management framework and processes**

**Develop and implement a portfolio management repository**

**Develop and execute a rollout plan to encompass the entire portfolio the CIO is responsible for**

**Train appropriate staff**

Standard processes for portfolio, demand and resource management will be adhered to across the account.

Standard reporting formats for project progress and monitoring and Dashboard Reports will be created and delivered on a periodic basis to provide city stakeholders with an easy to read update on the status of the IT Project Portfolio.

## Digital Strategy Plan

*Strategic Plan to address digital areas relevant to the City of Santa Clara, including: e-Government Portal, Information Dissemination, Constituent Engagement and Communities, Podcasting, Mobility, Social Media, Analytics, Cloud, Digital Transactions, and Open Government/Open Data*

*The plan should include:*

*Defining the City's customer and their unmet needs and goals*

*Identifying key opportunities and/or challenges*

*Defining the City's objectives*

*Financial Analysis*

*Developing a vision and prioritizing a set of initiatives*

*Plan Execution and Prioritization of Initiatives*

*Implementation Governance*

Please refer to Section 1.0.C for the Digital Strategy Plan.

The onsite Applications Program Manager, Business SMEs, Enterprise Architect, and Unisys Digital strategy experts will develop and present the digital strategy plan, which will be updated annually.

Unisys will produce a “Digital Strategy Plan and Roadmap” in the first year (within 12 months) after “go live”, that is intended to provide a high level framework and prioritized roadmap of Digital Government related projects and initiatives. Following the initial deliverable, this roadmap document will be revalidated and updated at least once every 12 months to reflect any changes in the City’s priorities and technological changes.

Unisys will maintain this roadmap and provide effective communications on progress to ensure that the City makes progress on its citizen and community engagement goals through the prioritized roadmap.

**Deliverable outline**

An outline of the “Digital Strategy Plan” deliverable that will be produced at the end of a four to six week engagement is outlined below.

#	TOC Major Area	Content area (sub TOC)	Comments
1	City Goals and Vision	<ul style="list-style-type: none"> <li>* City Goals and Visions - Outside in view of how City will serve its customers (Employees, Vendors, Suppliers, partners, Stakeholders, Citizens and Constituents)</li> <li>* Digital Government Vision and Goals for City</li> <li>* Business services and constituent requirements</li> <li>* Information and Analytics requirements</li> <li>* Experience – Branding of the City to ensure experience is consistent and compelling.</li> </ul>	Describes City's Digital Government Goals and Visions for the City as a whole, and specific departments as perceived by leadership of City and Department heads

#	TOC Major Area	Content area (sub TOC)	Comments
2	Current State of Digital Technology in the City	<ul style="list-style-type: none"> <li>* Current State of Digital Government presence, Information Architecture, Technology / Processes in various Departments/City</li> <li>* Capabilities Required to support Future Vision and Goals</li> <li>* Enablers / Barriers that exist today</li> <li>* Existing IT Projects that are underway and their alignment with Digital Gov</li> </ul>	<p>Use of Digital Technologies in the City today to serve all customers - processes. Gaps that still exist in order meet the City's stated goals and visions for Digital Government. Technology Enablers that will be required to fill these gaps.</p>
3	Future State Recommendations	<ul style="list-style-type: none"> <li>*Un-met Digital Government needs</li> <li>* Information Architecture (IA) – Information and analytics needs of the business functions, communities of interest, external stakeholders, business partners, etc.</li> <li>* Prioritized list of business requirements</li> <li>* Projects Defined with High level cost, benefit and Financial Analysis</li> <li>* Prioritized list of Projects</li> <li>* Projects / Initiatives recommended</li> <li>* Implementation Roadmap for 2 to 4 year timeframe</li> </ul>	<p>Prioritized list of Projects and Initiatives supported by Financials (high level) costs and benefits and an implementation plan (high level) in a roadmap for the City</p>

#	TOC Major Area	Content area (sub TOC)	Comments
4	Digital Technologies Supplement	* Description of Projects / Digital Technology recommended and how they will be applied * Latest Trends in key Digital Technologies relevant to City - Open Data / Open Gov, Cloud, Mobility, Social Media, Analytics etc (in the projects included in the Roadmap)	Report that identifies innovative products and services in the areas of Digital Government, <i>Portals, Information Dissemination, Digital Transactions</i> , Analytics, Mobility, IoT, Collaboration, Websites, Digital Workspace of the Future, Constituent Engagement, Business Operations, Social Media, Remote connections etc. that are especially relevant to fulfilling the City's Goals and Vision in closing the gap with current state
5	Ongoing Governance Recommendations	* Methodology, Templates and Documents to track and monitor ongoing implementation * Status Report Template	

### Tasks / Deliverables / Acceptance Criteria

Unisys will use a team of Consultants and Digital Government SMEs, and the onsite team of Applications Program Manager, Enterprise Architect to develop and present the digital strategy plan, which will be updated annually (every 12 months). The Unisys team will work with City stakeholders who will be identified prior to the initial kickoff meeting and will be involved during the interviews, and also both of the workshops that will be conducted during the engagement to produce the final deliverable – Digital Strategy Plan.

	Major Task / Deliverable	Completion / Acceptance criteria
1	Engagement Plan with Interview Schedule (Kickoff)	Project Plan Produced and presented to City Stakeholders and approved by the CIO
2	Interviews with Stakeholders of all departments	Interviews completed (Questionnaires and interview notes produced and documented)
3	Preparation for Planning Workshop # 1)	<i>Planning Deliverable</i> - PPT Deck and Word Document that outlines City Goals/Mission (for Digital Transformation), Digital Government

	Major Task / Deliverable	Completion / Acceptance criteria
		Capabilities, Enablers and Barriers completed
4	Prioritization/Planning Workshop Completed (#1)	<i>Planning Deliverable</i> (updated)- PPT Deck and Word Document that outlines City Goals/Mission (for Digital Transformation), Digital Government Capabilities, Enablers and Barriers completed, with capabilities prioritized after the Workshop, reviewed with City, and approved by the CIO.
5	RoadMap Workshop Completed (#2)	<i>RoadMap Deliverable</i> – PPT deck and Word document that describes Initiatives/Projects and their priorities, with High Level Financial Analysis (costs / benefits), priorities, High level implementation plan and Roadmap. Completed and approved by the CIO.
6	Final Presentation and Deliverable Completed	<i>Final Presentation</i> to City Stakeholders (PPT Deck) and Final Deliverable – Digital Strategy Plan Document (Word doc) completed, presented and approved by the CIO.

### Periodic Updates and Ongoing Governance

Periodic Status reports will be produced regarding the progress of various activities and milestones outlined in the Digital Strategy Plan. This will be tracked by the Unisys PMO, Applications Program Manager, Enterprise Architect as well as Digital Government SMEs and the City stakeholders.

On an annual basis (every 12 months), an abbreviated version of the planning process consisting of one facilitated workshop will be conducted to update and maintain the Digital Strategy Plan document.

### Innovative Products and Services Report and Meeting

*Written report which identifies innovative products and services of potential use to the enterprise and departments to support business objectives and challenges based on trends in local government customer engagement and business operations service delivery and trends in the general IT marketplace*

The Applications Program Manager, Business SMEs, Enterprise Architect, assisted by Unisys Consultants and Local Government SMEs will develop and present semi-annually the Innovative

Products and Services Report (IPSR). The reports will be based on published, general IT marketplace trend data and local government trends in service delivery improvement, such as Smart City initiatives from various municipalities. The IPSR will include products that reflect new ideas or approaches to service delivery or to the introduction of new services which align with the City’s Mission and Vision. Based on feedback from the presentation of the IPSR, Unisys will update supporting plans as part of the annual update process (such as the IT Strategic Plans, Digital Strategy Plan and the Enterprise Architecture Plan) to reflect the change in Future Vision, which in turn will be updated in terms of new gaps/projects to develop the new capabilities annually. (Please refer to 2.1.1.o.)

The initial version of the Report will be produced during the development of the Digital Strategy Plan. Subsequently, it will be updated every six months. This will be contained as a sub-component of the Digital Strategy Plan so that the report is closely tied to the Future State recommendations, and the roadmap developed for Digital Government Transformation.

**Content Outline for the Innovative Products and Services Report (Sub Chapter of the Digital Strategy Plan document)**

#	TOC Major Area	Content area (sub TOC)	Comments
4	Digital Technologies Supplement	* Description of Projects / Digital Technology recommended and how they will be applied * Latest Trends in key Digital Technologies relevant to City - Open Data / Open Gov, Cloud, Mobility, Social Media, Analytics etc (in the projects included in the Roadmap)	Report that identifies innovative products and services in the areas of Smart Cities, Digital Government, Analytics, Mobility, IoT, Collaboration, Digital Workspace of the Future, Customer Engagement, Business Operations, Social Media etc. that are especially relevant to fulfilling the City's Goals and Vision in closing the gap with current state

**Tasks / Deliverables / Acceptance Criteria**

The initial version will be delivered as a part of the Digital Strategy Plan (refer to this section). Subsequent to the initial version. It will be updated every six months. However, the Digital Strategy Plan document itself will only be updated every 12 months.

## Operational Efficiencies Improvement Report and Meeting

*Written report which provides the enterprise and departments recommendations for operational improvements that increase efficiency and effectiveness through the better use of existing applications and technology or improved processes*

Unisys is committed to delivering quality solutions and services to the City by collaboratively working with them in a structured, formal and transparent manner, with innovation and continual improvement recognized as key to ultimately delivering higher satisfaction.

CSIIP is a program undertaken in collaboration where CSC and Unisys identify and introduce measurable improvements and innovation opportunities. There are increasing demands for organizations to deliver “better, faster and cheaper” services to the public and business partners. This in turn, requires that Information Technology (IT) deliver innovative and cost-effective solutions when supporting their business communities. Unisys partners with the City to deliver continuous operational efficiencies and improvement for our services and innovation for value realization and boost business performance.

The objective of CSIIP is;

- Deliver a formal plan collaboratively with the City to implement improvements and bring in innovation to services and IT processes;
- Utilizes a formal methodology and tool set to enable the tracking and management of the outstanding transition and refresh issues;
- To facilitate the highest satisfaction by providing one single place to collaboratively manage and log improvement initiatives triggered by Continual Service Improvement & Innovation Initiatives. All the different list items and tracking sheet info from the disparate activities are consolidated to a single repository, transparent and visible to both parties, and jointly managed

The CSIIP program will be formally launched via a collaborative workshop with the City. This validates the strategy and objectives, and identifies/classifies/prioritizes the initiatives and contributive actions required, short-term and long-term, along with respective owners. All of the improvement initiatives, innovation plans/roadmaps and related action items are centrally located and managed through the on-going governance structures.

The goal of the workshops is to:

- Identify innovation ideas;
- Categorize the identified idea in terms of functional areas / ownership of project execution;
- Further classify the ideas so that we understand their technical maturity, level of impact they can bring to the program, and ease of implementation;
- Complete high-level opportunity profiles for each innovation opportunity (including more quantitative assessment of ROI and overall benefits) and suitable timing in terms of implementation;
- Determine how these innovations (including project ideas) can be more effectively built into a future state architecture and roadmap for the program.

The governance of the CSIIP component falls within the overall Account Governance structure. Innovation ideas will be analyzed for progress against planned results.

Unisys will update the Operational Efficiencies report, which provides the enterprise and department recommendations for operational improvements that increase efficiency and effectiveness through the better use of existing applications and technology. This report will be reviewed quarterly as part of the operational governance meeting. The onsite delivery team, the Unisys SEO office, the service desk, and other Unisys offsite supporting teams will be responsible for creating and updating this report.

## End User and Key Department Personnel Scheduled Customer Satisfaction Survey Report and Meeting

*Written report that presents the results of the annual End User and key department personnel scheduled customer satisfaction surveys and recommendations on how to improve areas of customer dissatisfaction.*

Unisys will draw from experience and best practices to ensure the survey is planned and executed toward a successful outcome. Unisys and the City will work on a mutually agreeable list of questions for the survey. The survey will be sent to the departments using the ServiceNow framework, which will also collate the results. After a detailed analysis, a report will be provided. The report will include results, provide recommendations, and establish metrics for improvement. Follow-on meetings, as described in the governance processes, will review the metrics, note areas for improvement and action.

## Services Strategic Review Report and Meeting

*Written report that assesses how Service Provider is performing against enterprise and department strategic objectives of the Agreement and provides relevant service improvement recommendations and action plan*

The Enterprise Architect will develop and present annually the Services Strategic Review Report (SSRR) based on the strategic objectives identified in the Enterprise Architecture Plan and the IT Strategic Plan and associated plans, such as the digital strategy. The SSRR will be organized around identified gaps between the Future Vision and the Current State of City capabilities which based on the City's departmental goals. These goals form the foundation for technology projects intended to improve the delivery of services to the City's constituents in the fulfillment of the City's Mission and Vision. The SSRR will identify any gaps in expected deliveries and provide recommendations for remediation including steps to be taken to improve delivery and recommendations for process change or other performance improvements. Any approved change in approach or content of deliverables will also be reflected back into the supporting plans as needed as part of the annual update of those plans. (Please refer to 2.1.1.o.)

## Annual Execution Plan

*Written plan that outlines the major activities, projects and associated schedules that the Service Provider will perform in the coming year to deliver the Services meeting existing Service Levels and to meet enterprise and department business plans and objectives outlined in the IT Strategic Plan (see Schedule 17).*

After the IT Strategic plan and associated plans, such as the digital strategy have been developed, it must be translated into a comprehensive execution plan. The Annual Execution Plan (AEP) will clearly outline the objectives of the Strategic Plans execution, the activities that are needed to achieve these objectives,

who is responsible for these activities, and when the objectives are to be achieved. The AEP will outline the manner in which the strategic vision is to be achieved. The implementation plan translates the strategy into day-to-day management.

The Applications Program Manager and Infrastructure Program Manager will develop the AEP plan to execute the strategy.

First the strategy will be translated into objectives, which will then be used to create the tasks, activities, and responsibilities that are required to achieve the objectives of the strategy. This forms the AEP, or prescriptive work plans, which will be kept short and action-oriented. The AEP will be translated into roadmaps, project plans, and work plans for the Service Towers, so that progress against the AEP and IT strategic plan can be measured.

The plan will be reviewed monthly as part of the Service Tower Review Meetings and adjustments made as appropriate using the change management process.

## Technology Refresh Plan

*Written plan that to be developed., maintained, updated, and followed by the Service Provider in periodically replacing or refreshing the technology used to perform the Services or provide the deliverables, or otherwise used by the Service Provider and its subcontractors in connection with the systems. The Plan will be aligned to the City's budgeting process.*

The Technology Refresh Plan (TRP) is derived from the IT Strategy, Application changes, and Infrastructure capacity. Each of the main towers hardware and software roadmaps; Applications and Data Repositories, Infrastructure, and End Point are updated throughout the year. The Enterprise Architect will work with each tower lead in providing an updated Technology Refresh Plan detailing the technology impacting the City's budgeting process. As such, any new or augmented technology component needed to fulfill the delivery of services or project deliverables will be detailed in the TRP. This will include both the introduction of new capabilities and the upgrade or refresh of existing capabilities with new technology. The Technology Refresh Plan will align with the City's budgeting process by reflecting the budget categories for capital expense. The TRP will also reflect the roadmaps of the Tower plans, Enterprise Architecture Plan, Digital Government Plan, and the IT Strategic Plan in order to provide concrete budgetary estimates of expected costs.

The TRP provides the following table of contents:

- Overview of the TRP objectives
  - o Reference to roadmaps and plans that justify the technology proposed that meets the business objectives
- Trade-off analysis of why technology was chosen, or reference therein; congruence with the Enterprise Architecture
- Budget costs and rationalization

- Schedule of milestones to meet City's timelines
- Approval process as applicable

**SCHEDULE 3A**  
**CROSS – FUNCTIONAL SERVICES SOW**  
**TO MASTER SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## 1. Overview

This Statement of Work (“SOW”) has been entered into pursuant to the Master Services Agreement (the “MSA”) between Customer and Service Provider.

## 2. Service Description and Major Functions

Service Provider will perform the common services and activities that apply to the provision, delivery, and management of all IT services across all Service Towers (collectively, the “Cross Functional Services”). In addition, Service Provider will be responsible for the development, implementation, ongoing maintenance and management of, and upgrades to, the common set of IT life cycle and ITSM processes and tools that will be utilized across all Customer IT service delivery organizations including third party providers (the “ITSM Suite”), and integration of the ITSM Suite with Customer systems, tools and interfaces. Fees for the Cross Functional Services will be included within the Fees for each Service Tower as specified in Schedule 5 to the Agreement. Service Provider will ensure that (A) applicable Service Towers are integrated and consistent with the Cross Functional Services, and (B) the Services are delivered utilizing the cross-Service Tower processes and tool sets (e.g., tools in the ITSM Suite); provided.

Service Provider’s provision of the Services shall comply with all applicable standards, policies, and state and federal regulations and laws (e.g., ISO 27001, ISO 17799, PII, PCI, HIPAA, CJIS). Service Provider’s provision of the Services shall be consistent with all applicable standards (e.g., ITIL/ITSM, COBIT, CMMI Level 3, ISO 20000, ISO 27301, ISO 21500, ISO 19770).

### IT Organization Guiding Principles

The following are guiding principles of the Customer that the Customer expects Service Provider to achieve across the IT services environment. These guiding principles will be a key performance measurement as part of a balanced scorecard contract governance approach. These guiding principles will be a key basis for the eighteen-month review detailed in Section 2.1.3.

- Roles and responsibilities are well-defined and understood.
- The right skills and teams in place to meet service requirements.
- Work is performed effectively in cross-functional groups, not in silos.
- Sound relationships and teamwork exists between teams.
- A strong customer focus will be found among team members.
- Strong and trusted relationships exist with customer groups.
- Service levels are in place with the business that transcends functional groups.
- The business understands the value delivered by the Service Provider.
- A consistent and effective project methodology is in use.
- A clear set of IT principles underlie decision making.
- Clarity in who performs decision making.
- Work priorities are consistent across all IT teams.
- Resources are well-managed.
- The organizational structure is the most appropriate to deliver the services.

Across all Services provided, Service Provider understands that the objective of the relationship is not just for Service Provider to operate the environment, but for Service Provider to take a leading role in driving alignment between IT strategy and Customer IT business objectives with the overall objective of making Customer IT the IT provider of choice for all Customer departments. Each Service Tower will both perform the core responsibilities associated Service operations and driving operational efficiencies as well as contribute to the strategic development of services within Customer’s business. At the same time, Service Provider personnel will work seamlessly across Service Towers in such a manner that the Customer / End-User will experience the Services from a seamless perspective (i.e., not siloed by Service Tower). The IT Governance responsibilities section and the associated resources detailed in this SOW provide the core of IT service management but all resources and Services are responsible for contributing

recommendations, expertise and project efforts to continue to transform the services provided to the Customer departments.

Without limiting Service Provider's obligations under the Agreement, including this Schedule 3A and the other Schedules referenced in the Agreement, Service Provider's solution and technical approaches for this Service Area shall conform with the Service Provider's solution and technical approaches as provided in the following documents, as such documents may be amended during the term of this Agreement by the Parties in writing, and which are hereby incorporated into this Schedule 3A by reference. Nothing in the following documents shall limit Service Provider's obligations under the Agreement. If the provisions of this Schedule 3A or any other Schedule (including Appendixes) conflict with one or more of the following documents, the provisions of this Schedule 3A or such other Schedule (including Appendixes) shall control.

- Final Service Area Solutions.docx

### **2.1.1 Satisfaction Surveys**

In addition to the ongoing Service Desk customer satisfaction surveys referenced in Schedule 3B, Service Provider will work with Customer's CIO or their designee to prepare scheduled satisfaction surveys of (1) Customer end users, and (2) Customer department key personnel. These surveys will be distributed to (1) Customer end users, and (2) department directors, managers and key subject matter experts (including the Customer's IT Department ("ITD")) on an annual basis and will be used to measure the overall satisfaction with the operational and strategic services being provided by the Service Provider.

Key components of the customer satisfaction surveys shall include measurement of customer satisfaction with Service Provider performance related to:

- Integration of Services across Service Towers (seamless services to the End-Users)
- Focus on innovation
- Focus on operational improvements
- Business analysis services effectiveness for Customer departments
- Service Provider training in and knowledge of the City's environment (including departments' specific businesses)
- First Call Resolution
- Service Desk's end to end ownership of tickets (regardless of ultimate Incident resolver group or entity that fulfills a Service Request)
- Knowledge of End-User's Service Desk call history and persona
- Knowledge of an End-User's ticket history before engaging an End-User for break-fix or Service Request activities
- Knowledge of the Services and Services available to the End-Users (e.g., service catalog)
- Transparency and proactive communication in ticket handling Service Requests and Incident Resolution
- Knowledgebase currency and relevancy to End-Users
- Level of End-User disruption and time required for patching and testing
- Self-service services
- Online portal for access to Procedures Manual, Service Provider contracted Service Levels, all third party provider documentation (including Service Levels), Customer-provided third party documentation, Service Provider Services reporting, knowledge base, frequently asked questions, self-service services, and an end-user interface for Incident ticket entry and status tracking

Service Provider shall meet with Customer annually and provide a report on its annual End-User and department survey findings to the Customer, including the identification of any areas of Customer

dissatisfaction. Service Provider shall develop, for the Customer's review and approval, service improvement plans as required to address areas of Customer dissatisfaction. This report and meeting is a Critical Deliverable, as set forth in Section 8 below.

Satisfaction Surveys shall meet the associated Service Levels set forth in Schedule 4.

### **2.1.2 Continuous Service Improvement Process**

Service Provider will provide Continuous Service Improvement Processes (Continuous Service Improvement Process at a customer/account-specific level across all Service Towers. Service Provider will foster a culture of continuous improvement where individuals are encouraged to bring ideas based on observations within projects and day to day operations sharing best practices and lessons learned.

As part of its Continuous Service Improvement Process obligations, Service Provider shall be responsible for providing reports to and meeting with the Customer regarding proposed operational improvement recommendations, as well as innovative products and services. These two Critical Deliverables are defined in more detail in Section 8 below.

Additionally, every eighteen (18) months Service Provider will engage a team of Service Provider subject matter experts and management staff to perform a strategic review of the Services and develop a corresponding report to the Customer (the "Services Strategic Review Report"); this written report and related review meeting with Customer will focus on assessing whether Service Provider is meeting the strategic objectives of the relationship and guiding principles of the Customer's ITD as documented earlier in this Section. Service Provider will report on the finding of the review and create action plans for recommendations coming from the review. This activity is also a Critical Deliverable, as identified in Section 8 below.

## **3. Supported Systems and Quantities**

Not applicable to this SOW.

## **4. Responsibility Matrix**

Exhibit 2 sets forth the Responsibility Matrix for services relevant to this SOW.

The responsibilities defined in the cross functional services matrix apply to all services delivered within the account.

## **5. Support Requirements**

Support requirements are specified in Section 5 of Schedules 3B – 3E.

## **6. Service Levels**

Service Levels that apply to this SOW are provided in Schedule 4 – Service Levels.

## **7. Reports**

Service Provider shall provide reports relating to the Cross-Functional Services, as set forth in Schedule 7 – Reports. Service Provider will recommend new reports as capabilities and requirements evolve.

## 8. Critical Deliverables

Customer has identified a number of Services deliverables that it considers to be of particular importance (“Critical Deliverables”). These Critical Deliverables span Service Towers and are foundational to quality IT service delivery and the Customer’s goals and objectives the Agreement. Service Provider shall provide these Critical Deliverables to Customer in accordance with the descriptions and timelines set forth in the table below. In some cases, Critical Milestones may be associated with Service Provider’s failure to timely provide such Critical Deliverables to Customer (see Schedule 4 for applicable Critical Milestones and Corrective Assessments). Critical Deliverables are not meant to represent all deliverables Customer expects from the Service Provider.

As of the Effective Date of the Agreement, the Critical Deliverables associated with Cross – Functional Services are provided in the table below.

<b>Deliverable</b>	<b>Description</b>	<b>Timeline</b>
Procedures Manual	Guide that details the standard operating procedures for all services. This has items such as process based procedures such as Incident management as well as functional base tasks such as PC installs.	Customer approved version before the end of transition Updated regularly through change management
IT Strategic Plan	Plan that analyzes the City enterprise IT organization’s current state, future state and develops a 2-4 year roadmap to help it achieve identified goals and objectives. Elements include: <ul style="list-style-type: none"> <li>• Current State: review and assessment of business strategy, vision and goals, capabilities and priorities, financials, IT environment, service gaps</li> <li>• Future State: IT vision, IT capabilities, enterprise architecture, key processes, governance model, performance management</li> <li>• Roadmap: budgeting, identification and prioritization of IT initiatives for the 2-4 year horizon, and strategic plan roadmap development</li> </ul>	12 Months from service commencement  Updated annually
Information/Cyber Security Plan	A current information security plan and robust set of policies exist as an input. Service Provider will analyze current security posture and provide recommendations to address any areas where deficiencies or threats have been identified for both on prem and cloud assets. Result will be an updated written plan and procedures that provide the operational and technical responsibilities associated with the Security table in this SOW (e.g., data security, physical	Before end of Transition, then every 12 months thereafter Updated as required through change management

Deliverable	Description	Timeline
	<p>security, security operations, patching, malware prevention, monitoring and Incident management, threat and vulnerability management).</p> <p>The Plan must be consistent with the NIST Cybersecurity Framework.</p>	
Business Continuity Plan	<p>The Business Continuity Plan project includes working with key stakeholders to re-validate the City’s critical business applications and infrastructure assets based on the already defined prioritization framework and updating/enhancing the existing Business Continuity Plan that encompasses all current mission-critical City Applications and the associated IT assets.</p>	<p>6 months from go-live</p> <p>Updated regularly through change management</p>
Disaster Recovery Plan	<p>This plan is to update and enhance the detailed requirements and design solutions for the recovery of critical IT assets in the event of a major disaster or service disruption.</p>	<p>6 months from service commencement</p> <p>Updated regularly through change management</p>
Enterprise Architecture Plan	<p>Develop an analysis, blueprint and implementation plan for the City’s data, applications, and technology.</p>	<p>12 months from go live and every 12 months thereafter</p> <p>Updated as required through change management</p>
Communications Plan	<p>Written plan that provides direction on how the Service Provider will engage with ITD and other City departments on an ongoing basis, including at both the strategic and operational level.</p>	<p>6 months from service commencement and every 12 months thereafter</p> <p>Updated as required through change management</p>
ITIL Service Management Standards	<p>Strategy and execution plan for the deployment and ongoing maintenance of tools, documentation of process necessary to have consistent service management within the enterprise</p>	<p>6 months from go-live</p> <p>Updated regularly through change management</p>
Enterprise Project Management Standards	<p>Strategy and execution plan for the deployment of tools, documentation of processes necessary to advance project management methodologies and provide and enterprise view of project and the plan of record</p>	<p>6 Month from go-live</p> <p>Updated regularly through change management</p>
Digital Strategy Plan	<p>Strategic Plan to address digital areas relevant to municipalities, including: mobility, social media, analytics, cloud, digital transactions, and open government/open data</p> <p>The plan should include:</p>	<p>12 months from go live and every 12 months thereafter</p> <p>Updated as required through change management</p>

Deliverable	Description	Timeline
	<ul style="list-style-type: none"> <li>• Defining the City’s customer and their unmet needs and goals</li> <li>• Identifying key opportunities and/or challenges</li> <li>• Defining the City’s objectives</li> <li>• Financial analysis</li> <li>• Developing a vision and prioritizing a set of initiatives</li> <li>• Plan, execution and prioritization of Initiatives</li> <li>• Implementation governance</li> </ul>	
Innovative Products and Services Report and Meeting	Written report which identifies innovative products and services of potential use to the enterprise and departments to support business objectives and challenges based on trends in local government customer engagement and business operations service delivery and trends in the general IT marketplace	Every 6 months during the term of the Agreement
Operational Efficiencies Improvement Report and Meeting	Written report which provides the enterprise and departments recommendations for operational improvements that increase efficiency and effectiveness through the better use of existing applications and technology or improved processes	Every 6 months during the term of the Agreement  Presented at quarterly Operational Governance meeting
End-User and Key Department Personnel Scheduled Customer Satisfaction Survey Report and Meeting	Written report that presents the results of the annual End-User and key department personnel scheduled customer satisfaction surveys and recommendations on how to improve areas of customer dissatisfaction.	Every 12 months during the term of the Agreement
Services Strategic Review Report and Meeting	Written report that assesses how Service Provider is performing against enterprise and department strategic objectives of the Agreement and provides relevant service improvement recommendations and action plan	Every 12 months during the term of the Agreement
Annual Execution Plan	Written plan that outlines the major activities, projects and associated schedules that the Service Provider will perform in the coming year to deliver the Services meeting existing Service Levels and to meet enterprise and department business plans and objectives outlined in the IT Strategic Plan (see Schedule 17).	Every 12 months during the term of the Agreement  Updated regularly through change management
Technology Refresh Plan	Written plan that to be developed., maintained, updated, and followed by the Service Provider in periodically replacing or refreshing the technology used to perform the Services or provide the deliverables, or otherwise used by the	Due each January during the term of the Agreement (to align with the City’s annual budget process).

<b>Deliverable</b>	<b>Description</b>	<b>Timeline</b>
	Service Provider and its subcontractors in connection with the systems. The Plan will be aligned to the City's budgeting process.	

## 9. Changes to MSA

This SOW does not change any terms in the MSA and its Schedules.

**EXHIBIT 1 – DEFINITIONS**

See Schedule 1 – Definitions for a list of defined terms and associated definitions.

**EXHIBIT 2 – RESPONSIBILITY MATRIX**

The Responsibility Matrix below shows which party is responsible for the listed task. It is not the intent of the Responsibility Matrix to absolutely identify or define every process, activity or task to be performed by Service Provider as a managed services function.

The responsibility matrices for Cross – Functional Services is set forth below.

**GENERAL RESPONSIBILITIES**

**IT Governance**

No.	Function/Responsibility	Service Provider	Customer
<b>Management and Communication</b>			
1.	Manage and Administer the portfolio of service the Customer delivers to its customers through a customer facing service catalog	X	
2.	Interface with users of Customer IT services to understand where opportunities for improvement exist and make recommendations for portfolio improvements	X	
3.	Interface with other Service Provider customers as well as IT industry and municipal government user groups to understand technical and strategic direction; recommend changes to the service portfolio based on industry best practices and evolution	X	
4.	Develop and execute communication plans (e.g. IT best practices, marketing plans for new services, project success stories, presentation materials for stakeholder meetings)	X	
5.	Approve communication plans		X
6.	Participate in IT Users group meeting, contribute agenda items and lead select agenda items	X	
7.	Participate in IT executive meetings with Customer stakeholders, including Customer departments as required	X	
8.	Participate in other meetings as necessary to support overall objectives	X	
<b>Standards Management</b>			
9.	Establish and maintain Procedures Manual (e.g., all operations manuals, support plans, user guides, procedures for interacting with the service provider)	X	
10.	Approve Procedures Manual		X
11.	Proactively amend the Procedures Manual as required to reflect current procedures and other designated Procedures Manual content	X	
12.	Provide Customer with online portal access to Procedures Manual	X	
<b>Project Management</b>			
13.	Establish a governance structure for portfolio and project management		X
14.	Define project priorities for IT enterprise projects		X

No.	Function/Responsibility	Service Provider	Customer
15.	Establish a comprehensive capacity and demand management planning process to include current capacity vs. utilization and capacity requirements projection for a rolling one year period	X	
16.	Provide business demand projections to support Service Provider capacity planning		X
17.	Review and approve capacity management planning process		X
18.	Define, provide and implement tools that allow for the effective capacity monitoring/trending and reporting of IT infrastructure, applications and IT components	X	
19.	Identify future business requirements that will alter capacity requirements (e.g. strategic plan)		X
20.	Participate in all capacity planning activities		X
21.	Assess capacity impacts to all technology when adding, removing or modifying Services, applications and infrastructure	X	
22.	Continually monitor IT resource usage to enable proactive identification of capacity and performance issues	X	
23.	Capture capacity trending information and forecast future Customer capacity requirements based on Customer defined thresholds	X	
24.	Assess Incidents/Problems related to throughput performance	X	
25.	Recommend changes to capacity to improve service performance	X	
26.	Develop and present to Customer quarterly Capacity Management plan	X	
27.	Review and approve quarterly capacity management plan		X
28.	Develop and present quarterly capacity management executive summary	X	
29.	Assess impact/risk and cost of capacity changes	X	
30.	Approve capacity related recommendations		X
31.	Maintain capacity levels to optimize use of existing IT resources and minimize Customer costs to deliver Services at agreed to Service Levels	X	
32.	Ensure adequate capacity exists within the IT environment to meet Service Levels taking into account daily, weekly, hardware and software lifecycle and cyclical business variations in capacity demands	X	
33.	Develop and implement a best practices project management methodology framework	X	
34.	Perform project/sub-project cost estimation for a specific Service Provider scope of work using agreed standard and consistent project estimation tools and techniques that can size projects and can categorize them by level of effort (e.g., minimal, medium, difficult). Coordinate with Customer, third party providers and other third parties as required	X	
35.	Develop and document a detailed project plan and	X	

No.	Function/Responsibility	Service Provider	Customer
	update such project plan on periodic basis as defined by Customer (e.g., monthly, bi-monthly, weekly). The initial project plan and updates thereto will be subject to Customer's review and approval		
36.	Manage projects using industry standard best practices for projects such as infrastructure deployment projects, application implementation projects, and RFP development and vendor selection projects	X	
37.	Provide project management as defined in the project requirements and plan, including Customer, third party providers and other third parties as required	X	
38.	Periodically provide (at the frequency specified by Customer), and review with Customer, Service Provider project metrics reporting on Service Provider's achievement of milestones and acceptance of deliverables and other measurements associated with each project phase, sub-project, and activity	X	
39.	Conduct periodic (e.g., weekly) project status meetings with appropriate Customer stakeholders in accordance with the project communications plan with Customer project manager and other key Customer participants as Customer may require	X	
40.	Participate in periodic project status report meetings		X
41.	Provide written project status reports on a mutually agreed frequency to the Customer project manager, including status updates of applicable items in the project plan (e.g. project schedule, budget), in a format agreed to by Customer and documented in the Procedures Manual	X	
42.	Execute projects in accordance with Customer guidelines and standards and consistent with industry best practices (e.g., PMI best practices), including executing standard project life cycle activities (e.g., project initiation, planning, execution, control and closure, and acceptance)	X	
43.	Review and approve all changes of scope, key milestones, key assumptions, and project budgets		X
44.	Manage and maintain a central repository and project management applications/tool-set	X	
45.	Maintain a central PMO web site	X	
46.	Maintain an executive dashboard for planned and in flight projects	X	
47.	Maintain the portfolio and projects repository	X	
48.	Monitor project portfolios and programs, focusing on the horizontal impact of Customer projects	X	
49.	Manage Service Provider resources utilization both for operations and project usage	X	
50.	Coordinate implementation projects with impacted departments, functional areas and/or vendors and other City stakeholders	X	
51.	Work with departments to facilitate alignment of project work being led by other entities		X

No.	Function/Responsibility	Service Provider	Customer
52.	Prioritize and approve plan of record projects		X
53.	Manage and execute the project status review data gathering process, annual assessment of all IT related projects in the Customer's environment	X	
54.	Assist Customer with reviewing and prioritizing capital IT budget requests	X	
55.	Provide support for planned special events during customer normal business hours and after hours (on an exception basis)	X	
	Other		
56.	Conduct administrative and operations clean up activities on an ongoing basis (e.g., closing inactive accounts, non-active VPN users)	X	
57.	Develop written materials for award applications and presentations for City-attended conferences, as requested by the City	X	

**Tools and Knowledgebase**

No.	Function/Responsibility	Service Provider	Customer
	Tools		
1.	Provide, manage, maintain, operate and utilize the integrated ITSM Suite and integrated web portal in accordance with industry best practices. The modules will include: <ul style="list-style-type: none"> <li>▪ Service Desk</li> <li>▪ Incident management/problem management</li> <li>▪ Event management</li> <li>▪ Configuration management</li> <li>▪ Change management and release management</li> <li>▪ Asset management and CMDB</li> <li>▪ Service Request management</li> <li>▪ Knowledge management</li> <li>▪ Software license management</li> <li>▪ Project management</li> </ul>	X	
2.	Develop, document, manage, maintain and utilize cross-Service Tower ITSM processes based on the ITSM Suite standard processes	X	
3.	Provide, manage, maintain, operate and utilize the single secure ITSM web portal for Customer access to all documentation described in the Agreement (e.g., Procedures Manual, Service Provider contracted Service Levels, all third party provider documentation (including Service Levels), Customer-provided third party documentation, Service Provider Services reporting)	X	
4.	Provide, manage, and maintain third party provider access to the ITSM Suite, integrated components and the ITSM web portal for use in the delivery of IT services in their respective service areas	X	
5.	Oversee and enforce use of the integrated ITSM Suite, integrated components and processes and ITSM web	X	

No.	Function/Responsibility	Service Provider	Customer
	portal across Service Towers and third party provider - managed IT service areas		
6.	Provide Customer and third party provider inquiry and reporting access into the ITSM Suite via a real-time access reporting portal in exportable and analyzable format and provide ad hoc and recurring (e.g., monthly) reporting as scheduled or requested by Customer	X	
7.	Design, implement and maintain the ITSM Suite to allow cross-IT operational tool integration and reporting	X	
8.	Integrate the ITSM Suite with Service Desk tools and processes	X	
9.	Develop ITSM Suite reports and dashboards (e.g., performance and balanced scorecard dashboards) to support the execution of responsibilities of key Service Provider and Customer roles and governance bodies and meetings, as defined in Schedule 17 to the Agreement	X	
10.	Provide and maintain a self service web portal for all authorized Customer end users—English-based End-User portal that provides and maintains knowledge base, frequently asked questions, and an end-user interface for Incident ticket entry and status tracking	X	
11.	Provide licenses required for Customer End-User and support staff to access the Supplier provided toolset	X	
12.	Develop a detailed customer facing IT service catalog which details Services offered including all Service options, pricing, installation timeframes, order process (e.g., new, change & remove service) and prerequisites	X	
<b>Knowledge Management and Knowledgebase</b>			
13.	Develop and execute an enterprise-wide knowledge management plan across all Service Towers and third party services, with roles and responsibilities for Service Provider, Customer and third party providers	X	
14.	Participate in development of knowledge management plan		X
15.	Approve knowledge management plan		X
16.	Develop procedures for knowledge management, based on Client-approved knowledge management plan	X	
17.	Approve knowledge management procedures		X
18.	Create, maintain and update knowledgebase entries on an ongoing basis, as such knowledge is developed (e.g., through Incident Resolution activities, Root Cause Analyses, event management activities, Service Requests, new or modified operational procedures, any new release of information pertaining to changes and upgrades)	X	
19.	Update knowledgebase as relevant, for knowledge that is generated by Customer		X
20.	Provide the support agreements with third party		X

No.	Function/Responsibility	Service Provider	Customer
	vendors for access to knowledge bases and Level 3 support		
21.	Coordinate knowledgebase updates from third party providers as relevant, for knowledge that is generated by third party providers	X	
22.	Provide Customer’s authorized end users with single web portal access for all knowledgebases	X	
23.	Maintain accuracy and currency of the knowledgebases in order to meet associated Service Levels	X	
24.	Audit knowledgebases to ensure that Service Provider and Customer are following established knowledge management procedures	X	
25.	Periodically review knowledgebases and provide reporting on accuracy of same		X
26.	Create, maintain and regularly update frequently asked question content for in-scope services available on the self service portal	X	
27.	Make content creation recommendations to the City and third-party service providers for out-of-scope services	X	
28.	Provide templates and best practices to the City and/or third-party Service Providers related to the creation of out-of-scope content	X	
29.	Manage and maintain third party provider documentation in Service Provider managed knowledgebase	X	

**CROSS FUNCTIONAL SECURITY RESPONSIBILITIES**

**Security Services**

High-level Security Functions			
No.	Function/Responsibility	Service Provider	Customer
1.	Forensics/Pentest	X	
2.	Policy Development		X
3.	Policy Compliance	X	
4.	Security Risk Assessment	X	
5.	Physical Security at Service Provider Service Locations	X	
6.	Recommend environmental controls at Customer Service Locations	X	
7.	Provide environmental controls at Customer Service Locations		X
8.	Provide environmental controls at Service Provider Service Locations	X	
9.	Identity and access management (policy, process, procedures)	X	
10.	Access administration & execution	X	

<b>High-level Security Functions</b>			
<b>No.</b>	<b>Function/Responsibility</b>	<b>Service Provider</b>	<b>Customer</b>
11.	Event monitoring	X	
12.	Alert management	X	
13.	Event logging and reporting	X	
14.	Security Incident management	X	
15.	Security event correlation (SIEM)	X	
16.	Lead security Incident response team (AVERT)	X	
17.	Participate with security Incident response team (AVERT)		X
18.	Patch management (security and non-security)	X	
19.	Malware prevention	X	
20.	Vulnerability scans	X	
21.	Security audits		X
<b>Detailed Security Services</b>			
<b>General Security Services</b>			
22.	Provide Customer policies and requirements relating to security		X
23.	Participate in Customer information security awareness programs	X	
24.	Provide a Service Provider information security officer that works with Customer or Third Parties for security requirements and activities	X	
25.	Remain up to date with current IT security trends, threats, common exploits and security best practices	X	
26.	Develop and implement an Information/Cyber Security Plan, to include physical and logical security plans consistent with Customer policies with respect to security and develop and provide documentation demonstrating adherence to Customer policies and requirements relating to security for Customer's review and approval. At a minimum, to include a security framework, end-to-end scope to cover all systems and data, regular risk assessments and threat modeling, proactive Incident response planning, and a committed cyber security resource leading the implementation effort	X	
27.	Review and approve Information / Cyber Security Plan, including physical and logical security plans		X
28.	Protect Customer data, logically and physically, when in use, at rest and during transmission against unauthorized access or modification, which includes compliance with Customer's cyber security standards and any other Customer policies relating to data security	X	
<b>Physical Security at Customer Service Locations</b>			
29.	Manage the Customer Service Location endpoints (e.g. card readers)		X

<b>High-level Security Functions</b>			
<b>No.</b>	<b>Function/Responsibility</b>	<b>Service Provider</b>	<b>Customer</b>
30.	Manage cabling to designated interface points at Customer Service Locations	X	
31.	Provision and decommission badges as required for Service Provider Personnel access to Customer Service Locations		X
32.	Provide and manage other Customer Service Location physical security as required by Customer (i.e., guards, video recording)		X
33.	Provide, maintain and report approved Customer Service Location access list for Service Provider Personnel to Customer in accordance with Customer policies and requirements, for Customer's review and approval	X	
34.	Approve Customer Service Location access list		X
35.	Manage third-party access to Service Provider zones in Customer Service Locations in accordance with Customer policies and requirements relating to security (e.g., escorting, badging)	X	
36.	Define and provide Service Provider access zones in Customer Service Locations		X
<b>Physical Security at Service Provider Service Locations</b>			
37.	Provide physical security at Service Provider Service Locations in accordance with applicable Customer policies, requirements and industry standards	X	
<b>Security Operations</b>			
<b>Security Integrity Advisory</b>			
38.	Provide security advisory information to Customer in an agreed upon manner	X	
39.	Evaluate security advisories, assign a risk value and communicate recommended action plan to Customer	X	
<b>Patch Management</b>			
40.	Recommend Customer policies related to software and security patch deployment and priority levels	X	
41.	Review and approve Customer policies related to software and security patch deployment and priority levels		X
42.	Comply with Customer policies related to software version control and patch management	X	
43.	Review all software and security patches relevant to the IT environment and classify patches based on Customer policies	X	
44.	Install software and security patches in accordance with change management process	X	
45.	Review and approve security patch deployments	X	

<b>High-level Security Functions</b>			
<b>No.</b>	<b>Function/Responsibility</b>	<b>Service Provider</b>	<b>Customer</b>
	<b><i>Malware Prevention</i></b>		
46.	Install, configure and operate malware protection software on service environment device endpoints (where possible) for continuous scanning, eradication and reporting of detected malware and malware Incident Resolution	X	
47.	Deploy anti-malware updates and patches following a Malware Incident per the Customer patch and change and release management procedures	X	
48.	Provide automated detection and removal of malicious code using anti-malware software	X	
49.	Monitor Service Provider information and manage up-to-date information on malicious code outbreaks and deploy the appropriate software signature files to protect against the malicious code	X	
50.	Promptly notify Customer on detection of malicious code within Customer's IT environment	X	
51.	Implement the Customer established action plan and escalation procedures for a malicious code event beyond what is automatically fixed by the anti-malware software	X	
	<b><i>Security Information and Event Management (SIEM)</i></b>		
52.	Manage security logs and aggregate data across Service Tower components (e.g., network, security, servers, databases, applications), and consolidate monitored data to help avoid missing important security events	X	
53.	Review event data for common attributes and correlate events into meaningful groups that can be used for risk identification	X	
54.	Provide automated analysis of correlated events and alert Customer, Service Provider team and third parties as required (e.g., dashboard, email)	X	
55.	Provide dashboard reporting tool that takes event data and turns it into informational charts to assist in seeing patterns, or identifying activity that is not forming a standard pattern	X	
56.	Provide automated compliance function that gathers compliance data, and produces reports that adapt to existing security, governance and auditing processes	X	
57.	Retain Customer historical data to facilitate correlation of data over time and comply with Customer data retention requirements	X	
58.	Provide forensic analysis capability (i.e., ability to search across logs on different nodes and time periods based on specific criteria)	X	

<b>High-level Security Functions</b>			
<b>No.</b>	<b>Function/Responsibility</b>	<b>Service Provider</b>	<b>Customer</b>
	<b><i>Monitoring and Incident Management</i></b>		
59.	Provide, implement and manage Customer-approved security analysis and monitoring tools and processes, and provide documentation demonstrating adherence to Customer policies related to security and reporting management	X	
60.	Report security risks and security Incidents to the Customer, in accordance with Customer policies and consistent with Information/Cyber Security Plan Risk Management provisions	X	
61.	Provide documented details of security Incidents, including history and management activities	X	
62.	Resolve security risks and breaches originating from internal and external sources	X	
63.	Coordinate the Resolution of security risks and security Incidents (e.g., denial of service attacks, spoofing, web exploits) originating from outside the Customer IT environment		X
	<b><i>System Administrative Privilege Support</i></b>		
64.	Disable terminated users or inactive accounts in accordance with Customer policies	X	
65.	Identify and report to Customer policy violations originating from administrative IDs (e.g., login violations, resource access violations)	X	
66.	Identify and report to Customer systematic attacks (e.g., attempts to logon)	X	
	<b><i>Security Status Checking and Validation</i></b>		
67.	Maintain Service Tower documentation required to support security assessments, audits and internal control and control testing	X	
68.	Support audit activities by providing a security assessment audit coordinator to define audit controls and coordinate audits		X
69.	Provide security assessment audit focal point to define audit controls and coordinate audit activities	X	
70.	Provide support for audit activities (e.g., data collection, audit software installation, report generation)	X	
71.	Develop plans to remediate audit findings that do not comply with the established Customer policies and requirements related to security	X	
72.	Review and approve audit findings and remediation plans		X
73.	Implement audit findings remediation plans	X	
74.	Perform security assessments to identify control or security gaps and provide trending problem reports to Customer, and provide remediation plans	X	
75.	Approve remediation plans		X

<b>High-level Security Functions</b>			
<b>No.</b>	<b>Function/Responsibility</b>	<b>Service Provider</b>	<b>Customer</b>
76.	Conduct security planning and review sessions to review results of security assessments and remediation plans	X	
77.	Implement Customer-approved security assessment remediation plan	X	
<b>Threat and Vulnerability Management</b>			
78.	Provide integrated monitoring of threats and vulnerabilities for all Configuration Items (CIs) required for the provision of the in-scope Services	X	
79.	Provide automated alerts to the appropriate service delivery teams of pre-defined events, prior to actual performance impact	X	
80.	Provide automated creation of Incident records in the Incident Management tool based on pre-defined thresholds being reached or breached	X	
81.	Provide automated recovery, repair, and/or remediation of threats and vulnerabilities based on alerts and pre-defined rules	X	
82.	Provide automated identification and suggestion of pre-defined recovery, repair, and/or remediation activities to guide operator activities in the event that operator intervention is required	X	
83.	Provide ability to support Customer-directed monitoring activities in addition to the predefined recovery, repair or remediation activities	X	
84.	Provide monitoring and reporting of performance trends to support trend analysis	X	

**IT LIFE CYCLE (ITLC) & OPERATIONS SERVICES**

“IT Life Cycle and Operations Services” means those functions described in this section and will apply to all Service Area environments (e.g., applications, software, network, hardware, services). Service Provider will manage all Service Tower IT life cycle activities in accordance with the following common life cycle and operational services.

**Planning and Analysis Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Define Customer requirements at the enterprise and the operating unit level for all Service Towers (e.g., business, technology strategy, functional, Availability, capacity, performance, backup and IT business continuity)		X
2.	Perform Planning and Analysis Services based on Customer requirements (e.g., functional, Availability, capacity, performance, business continuity and disaster recovery)	X	
3.	Provide analysis of alternatives and recommendations, including projects and strategic initiatives, to meet Customer functional and technical objectives and requirements for Customer’s review and approval	X	
4.	Review and approve analysis of alternatives and recommendations to meet Customer functional and technical objectives and requirements		X
5.	Execute and provide leadership to deliver on Customer approved Projects and strategic initiatives	X	
6.	Provide information and data as available for Planning and Analysis Services (e.g., business planning reports, enterprise architecture)		X
7.	Monitor technical trends, meet with Customer semi-annually and provide semi-annual reports on innovative products and services with potential use for Customer as they align with Customer’s business and technology strategy	X	
8.	Perform assessments for the implementation of new applications and technologies that best meet Customer requirements and cost objectives, as requested by Customer or as otherwise required	X	
9.	Participate in technical and business planning sessions to establish standards, architecture and project initiatives, as requested by Customer or as otherwise required	X	
10.	Manage, maintain and update technology standards for the Customer IT environment (e.g., End-User devices, computing devices, network devices)	X	
11.	Approve technology standards for the Customer IT environment (e.g., End-User devices, computing devices, network devices)		X
12.	Conduct regular planning and conduct regular planning meetings with Customer for technology refreshes and upgrades, as requested by Customer or as otherwise required	X	

No.	Function/Responsibility	Service Provider	Customer
13.	Participate in regular planning and planning meetings with Service Provider for technology refreshes and upgrades		X
14.	Perform technical reviews, semi-annually or as otherwise required, and provide recommendations for operational improvements that increase scalability, reliability, Availability, security, efficiency and effectiveness or reduce costs	X	
15.	Participate in ongoing initial project and strategic initiative-specific planning activities and provide proposals in accordance with the IT life cycle services and processes described in this Schedule	X	
16.	Provide analyses of business impacts related to Service Provider's IT planning and analysis roles and responsibilities described herein based on Service Provider's industry knowledge and capabilities and other business knowledge as applicable (e.g., business process improvements resulting from IT improvement, customer satisfaction improvements, revenue generation, business cost savings)	X	
17.	Provide input to annual budget for Services to Customer	X	
18.	Support Customer's budgeting and planning processes and other requests from Customer	X	

**Requirements Definition Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Provide appropriate technical support staff (e.g., domain functional experts, solution architects and engineers) to participate in functional and technical requirements development	X	
2.	Facilitate, participate in and conduct requirements gathering activities (e.g., functional and technical) with Customer stakeholders as required to determine Service Tower requirements	X	
3.	Participate in Service Provider-led requirements gathering activities		X
4.	Review and approve requirements with key stakeholders		X
5.	Document requirements necessary to deliver the Services in accordance with Customer defined formats	X	
6.	Ensure requirements meet Customer policies related to security	X	
7.	Document cross-Service Tower and Third Party Provider integration requirements	X	
8.	Define testing requirements and criteria (e.g., unit testing, system testing, performance testing, regression testing, security testing and user acceptance testing) based on Customer policies and	X	

No.	Function/Responsibility	Service Provider	Customer
	procedures for specific events (e.g., production changes, small enhancements, enhancements, projects) for Customer's review and approval		
9.	Approve testing requirements		X
10.	Document requirements and testing criteria for Customer's review and approval	X	
11.	Approve testing criteria		X
12.	Work with Customer or Third Party Providers for end-to-end test plan development (e.g., provide testing requirements, scheduling)	X	
13.	Provide Service Tower and project hours as applicable, following requirements gathering activities as required	X	

**Design Specifications**

No.	Function/Responsibility	Service Provider	Customer
1.	Provide a design document standard for which all design packages will be delivered	X	
2.	Document and deliver design specifications, including cross-Service Tower integration specifications, for Customer's review and approval	X	
3.	Approve design specifications		X
4.	Provide Service Tower and project hours as applicable, following design gathering activities as required	X	

**Integration and Testing**

No.	Function/Responsibility	Service Provider	Customer
1.	Develop functional and/or technical system test plans and criteria for Changes to Service Tower components (e.g., unit, system, integration, security, regression)	X	
2.	Prepare test plans for proposed Changes to Service Tower components based on Customer quality assurance and testing policies and processes for Customer's review and approval	X	
3.	Approve test plan		X
4.	Assess and communicate to Customer the overall impact and potential risk to Service Tower components prior to implementing Changes	X	
5.	Evaluate all new and upgraded Service Tower components, configurations or services for compliance with Customer policies and requirements related to security	X	
6.	Implement and support test environments as required	X	
7.	Provide test environment requirements	X	
8.	Approve test environment requirements		X
9.	Conduct testing of Changes to Service Tower	X	

No.	Function/Responsibility	Service Provider	Customer
	components in non-production environments unless otherwise approved by Customer		
10.	Test new releases of supported hardware and software in accordance with test plans to ensure required performance and functionality is maintained and in conformance with Customer policies and requirements	X	
11.	Plan and proactively communicate test plans to Customer in order to minimize Customer/departmental involvement in testing and minimize impact to Customer's business operations	X	
12.	Provide Customer with test results for Changes to Service Tower components and configurations for Customer's review and approval	X	
13.	Approve test results		X
14.	Document all errors discovered in testing and propose a remediation plan	X	
15.	Approve remediation plan		X
16.	Implement known error remediation plan as agreed upon	X	
17.	Conduct retesting as required to fulfill requirements and achieve Customer approval	X	

**Implementation and Migration Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Coordinate and review all implementation and migration plans and schedules with Customer in advance, to obtain Customer's review and approval, in accordance with change and release management procedures	X	
2.	Approve implementation and migration plans and schedules		X
3.	Perform Service Tower component upgrades as a result of new and enhanced applications, architectures and upgrade plans and requirements	X	
4.	Perform modifications and performance enhancement adjustments to Service Tower components as a result of implementing Changes	X	
5.	Coordinate implementation and migration activities, including Change communication, with Customer and Third Parties	X	
6.	Coordinate and support data migration and conversion by electronic or manual methods as a result of implementation or migration (e.g., databases)	X	
7.	Perform appropriate tests as part of implementation and migration activities (e.g., tests on database IMACs)	X	
8.	Determine user acceptance testing ("UAT") and Service Provider testing support requirements		X

No.	Function/Responsibility	Service Provider	Customer
9.	Conduct UAT		X
10.	Support UAT as required or requested by Customer	X	

**Training and Knowledge Transfer Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Develop, for Customer’s review and approval, and deliver the Customer-approved training program to instruct Customer personnel on the provision of the Services and the Service Provider-managed Customer environment (e.g., “rules of engagement”, requesting services)	X	
2.	Approve training program		X
3.	Provide Customer with training related to the current systems and tools, as well as implementation of new products and Services as required	X	
4.	Develop and implement a Customer-approved training program for each Service Tower to ensure that Service Provider Personnel understand key components of the Customer business and technical environment, Customer culture, and are certified to support specific enterprise and business applications	X	
5.	Cause Service Provider personnel to participate in Customer-provided training on Customer’s business and technical environment (including Customer culture training)	X	
6.	Conduct new Service (e.g., application system, technology, third party service) on boarding to prepare for support of new Service	X	
7.	Develop and update technical training materials, training plan and documentation and provide training to address Customer’s evolving IT environment (e.g., new systems or functionality)	X	
8.	Provide and maintain training materials in a format that is acceptable to Customer (e.g., electronic, hard copy)	X	
9.	Deposit and maintain training and systems documentation in Customer designated knowledge database, training delivery tools or systems	X	
10.	Support End-User training provided by Customer (e.g., by providing training materials, training scripts)	X	
11.	Review and approve all training delivery tools or systems and script materials		X
12.	Prepare for and lead semi-annual meeting to educate Customer departments on service offerings available under this Agreement, including review of IT service catalog	X	

**Documentation Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Recommend cross-Service Tower and Service Tower-specific knowledge management policies	X	
2.	Review and approve Customer project documentation formats, content standards and document control procedures where required		X
3.	Recommend documentation formats and content in accordance with industry standards (e.g., CMMI-SW Software project best practices, IEEE documentation standards) for Customer's review and approval	X	
4.	Approve documentation format		X
5.	Define and provide the document control procedures, including distribution, document numbering, version control, and naming standards to be used to perform the Services and the Customer document currency requirements		X
6.	Develop, deliver and maintain documentation formats and content in accordance with Customer-approved formats, content, and document control procedures	X	
7.	Document Service Tower component specifications and configurations, including ongoing updates during the course of normal change activities	X	
8.	Approve Service Tower documentation formats and content		X
9.	Develop, document and maintain operating procedures documentation (e.g., run books, boot, failover, batch processing, backup, systems operations and scheduling) through normal change or update activities for Customer's review and approval	X	
10.	Approve operating procedures documentation		X
11.	Provide Customer electronic access (e.g., portal) to any Service Provider or Third Party provider documentation	X	
12.	Maintain documentation and metadata in accordance with Customer policies and requirements related to knowledge management	X	
13.	Document Service Towers' as-built configurations in accordance with the configuration management procedures	X	
14.	Review and approve Service Tower configuration as-built documents		X

**Break/Fix and Maintenance Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Develop and implement maintenance schedules for Changes and preventive maintenance based on Customer-approved maintenance windows and blackout dates	X	
2.	Provide special dispatch requirements for Customer Service Locations		X

No.	Function/Responsibility	Service Provider	Customer
3.	Perform maintenance and break/fix support	X	
4.	Perform diagnostics and maintenance on Service Tower components (e.g., hardware, software, peripherals)	X	
5.	Test patches and releases received from third party vendors	X	
6.	Approve service packs, firmware, and Software maintenance releases		X
7.	Perform product patch, “bug fix,” service pack installation or upgrades to the current installed version in accordance with Customer policies and change and release management procedures, or oversee and coordinate Third Party provider installations as applicable	X	
8.	Approve product patch, “bug fix,” service pack installation or upgrades		X
9.	Coordinate application of patches and maintenance releases when applied by third party provider	X	
10.	Perform enhancement version release installations, or oversee and coordinate Third Party provider executed upgrades as applicable	X	
11.	Approve enhancement version release installations		X
12.	Perform major release upgrades as a project	X	
13.	Approve major release upgrades		X
14.	Coordinate with third party vendors to identify any impacted interfaces due to vendor-initiated patches and maintenance releases and escalate any impacts with the COTS vendor	X	
15.	Work with Third Party Software providers to resolve issues related to third party provider patches and releases	X	
16.	Perform maintenance-related Software distribution and version control (e.g., Software updates, emergency and standard patches) across applicable Service Provider-supported technology and Service Towers	X	
17.	Approve maintenance-related Software distribution and version control		X
18.	Maintain Software release matrices across all supported IT environments (e.g., development, test, and production environments)	X	
19.	Coordinate with Customer and Third Parties (e.g., Software service providers and developers) to develop the software release matrix for Customer’s review and approval	X	
20.	Conduct appropriate interactions with Customer users for patching and release activities (e.g., End-User communication, coordination and scheduling) to minimize Customer disruption and involvement	X	
21.	Approve software release matrix		X
22.	Review Third Party Software upgrades to ensure N or N-1 level of currency	X	

No.	Function/Responsibility	Service Provider	Customer
23.	Approve Third Party Software upgrades		X
24.	Recommend Software release schedules based on the Customer Software environment and business needs	X	
25.	Approve Software release schedules		X
26.	Conduct maintenance and monitoring during warranty and off-warranty periods	X	
27.	Manage Software, Services to meet Service Levels, minimize downtime and minimize Customer resource requirements, and provide related reporting in accordance with Customer requirements	X	
28.	Provide routine and ad hoc break/fix reporting in accordance with Customer requirements	X	

**Technology Refreshment and Replenishment Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Update and maintain the Technology Refresh Plan for each applicable Service Tower in accordance with Customer policies related to technology refresh	X	
2.	Perform the necessary services and tasks required to comply with the Technology Refresh Plans	X	
3.	Provide management reports on the progress of the Technology Refresh Plans	X	
4.	Implement the Technology Refresh Plan and provide status reports regarding implementation status as required	X	
5.	Provide assets for technology refreshment and replenishment, unless otherwise specified by Customer		X
6.	Review and approve technology refreshment and replenishment implementation plans		X
7.	Periodically review the approved technology refreshment and replenishment implementation plans to ensure they properly support ongoing Customer business requirements		X

## **Service Delivery**

### **Capacity Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Create and manage a capacity management plan, including documentation for thresholds, and process for identifying, documenting, monitoring, evaluating and making change recommendations to the infrastructure environment to enable capacity requirements are met	X	
2.	Manage IT Services environment to capacity thresholds established in the Capacity Plan and associated Service Levels	X	
3.	Provide monitoring and trend analysis of the capacity of technology, systems or information technology services to identify areas for improvement	X	
4.	Provide remedial activities to resolve capacity issues identified by proactive analysis of the IT environment with respect to usage patterns	X	
5.	Provide trend and strategy analysis to review service capacity against planned future requirements	X	
6.	Estimate the behavior of technology, systems or information technology services under a given volume and variety of work utilizing methods such as analytical simulation, baseline modeling and trend analysis	X	
7.	Estimate the resource requirements to support a proposed application change or new application to so that it meets applicable Service Levels	X	
8.	Advise and recommend the strategic direction and development of information technology infrastructure environment for the future, encompassing assessment and appraisal of new technologies and services in accordance with business requirements	X	

### **Availability Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Understand Client's Availability requirements in order to plan, measure, monitor and continuously improve the Availability of the technology, systems or information technology services, in accordance with relevant Service Levels and identify and agree the elements of service for which Service Provider is responsible	X	
2.	Create and manage an availability management plan to establish an integrated process for identifying, documenting, monitoring, evaluating and controlling Client's technology, systems or information technology services	X	
3.	Own the end-to-end process across all environments and coordinate and control the participation in the	X	

	process for all service providers, including the provision, support and maintenance of the Availability plan for components of this environment		
4.	Provide input to the Availability plan in relation to CIs in this environment	X	
5.	Analyze and determine the IT environment required to achieve efficient use of resources to deliver service requirements	X	
6.	Monitor and measure Service Levels and key performance indicators for Availability in accordance with the availability management plan and report both status and exceptions	X	
7.	Provide monitoring and trend analysis of the availability, reliability and maintainability of technology, systems or information technology services to identify areas for improvement	X	
8.	Mark recommendations to improve Availability	X	
9.	Review service Availability in accordance with planned future requirements	X	
10.	Provide strategy reviews using trend analysis to review service Availability against planned future requirements	X	
11.	Prioritize and plan for new and enhanced Services in accordance with forecasting activities	X	
12.	Identify threats and vulnerabilities to the ongoing Availability of the Service in accordance with diagnosed trends and future problems	X	

**Service Level Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Provide Client service reporting through a web-based Customer portal	X	
2.	Develop and maintain Service Level agreements, operating level agreements and underpinning contracts that enable the delivery of the service requirements	X	
3.	Obtain data from the various delivery groups who manage the Services for compilation and analysis against the Service Levels	X	
4.	Conduct periodic scheduled meetings to discuss past service performance and future requirements	X	
5.	Conduct periodic reporting on all service delivery components for Services in accordance with Service Levels	X	
6.	Manage Service Level activities in accordance with the agreed policies and procedures required to support timely, measurable and repeatable analysis of the service being delivered by Service Provider to Client	X	
7.	Work in conjunction with problem and availability management processes to identify underlying difficulties which adversely impact upon service quality	X	

8.	Develop appropriate measurements and review points with respect to service improvement initiatives	X	
9.	Engage with Client representatives to understand and analyze the perception of the service offered and diagnose whether these are reflected in the results of Service Levels	X	

**Acquisition and Management Services**

No.	Function/Responsibility	Service Provider	Customer
1.	Develop, maintain and periodically provide Service Provider with roadmap of upcoming Customer initiatives and projects, including Annual Execution Plan		X
2.	Develop and issue requests for proposals (RFPs) as required and approved by Customer	X	
3.	Manage and lead overall procurement process for hardware, software and services	X	
4.	Evaluate proposals against clearly defined objective criteria	X	
5.	Provide Customer with detailed pricing proposals for proposed Service Provider acquisitions, as required	X	
6.	Review and approve pricing proposals		X
7.	Negotiate contracts for hardware, Software and services	X	
8.	Review and approve contracts for hardware, Software and services		X
9.	Manage and track Service Provider purchase orders	X	
10.	Receive and store ordered equipment pending scheduling of installation at Customer Service Locations	X	
11.	Expedite resolution of and resolve any and all issues which may arise related to shipping, damaged goods or order errors	X	
12.	Arrange for proper processing of product returns and/or replacement orders by arranging for pick-up/delivery and correction or revision of purchasing paperwork to reflect action taken	X	
13.	Coordinate delivery and installation of new products and services, as required	X	
14.	Ensure that new hardware complies with established Customer IT standards and architectures	X	
15.	Review and approve selection of hardware to be installed in in scope facilities and Software to be installed on in scope hardware		X
16.	Enforce technology standards across the supported environment (e.g., End-User devices, computing devices, network devices)	X	
17.	Maintain copies of the individual receipts and post to portal tool used by Service Provider	X	
18.	Terminate, dispose of according to Customer disposal guidelines and relocate assets as needed/specified and provide quarterly disposition reports	X	
19.	Determine appropriate solution parameters and solicit	X	

No.	Function/Responsibility	Service Provider	Customer
	solution and pricing quotations for off premise solutions (e.g., cloud, SaaS)		
20.	Evaluate solution options and make recommendations to Client for off premise solutions (e.g., cloud, SaaS)	X	
21.	Approve solution options for off premise solutions (e.g., cloud, SaaS)		X
22.	Develop and negotiate SOWs and contracting mechanisms for Customer approved Third Party off premises solutions (e.g., cloud, SaaS)	X	
23.	Review and approve Third Party contracts for third party off premises solutions (e.g., cloud, SaaS)		X
24.	Coordinate implementation, integration and orchestration of Third Party services with Service Provider (e.g. Availability monitoring, performance monitoring)	X	
25.	Perform periodic assessments, and provide assessment results, of procurement procedures for conformance with Customer policies	X	
26.	Assist in periodic assessment of Service Provider procurement procedures		X

**Asset Management**

No.	Function/Responsibility	Service Provider	Customer
1.	Deploy and manage an asset management system that meets Customer requirements and adheres to Customer policies	X	
2.	Manage the life cycle of all assets from requisition, ordering, inventory, installation, preventive maintenance to disposal	X	
3.	Develop asset type list that would be included in the asset management system (e.g., infrastructure devices: servers, routers, storage devices, switches, End-User devices: desktops, laptops, printers, mobile devices, handsets, conference room equipment)		X
4.	Review asset type list and maintain asset types in the asset management system	X	
5.	Provide Customer with inquiry and reporting access into the asset management system for all assets, including data access via a real-time access reporting portal in exportable and analyzable format and ad hoc and recurring (e.g., monthly) reports	X	
6.	Input, maintain, update, track and report all in-scope assets throughout the asset life cycle (i.e., acquisition to retirement) via an automated self-discovery tool and manual processes where required	X	
7.	Maintain the accuracy of the data of in-scope assets in the asset management system, in accordance with applicable Service Levels	X	
8.	Provide extracts from asset management system for	X	

No.	Function/Responsibility	Service Provider	Customer
	Customer to implement into its various systems (e.g., PeopleSoft)		
9.	Provide a list of asset data elements to be maintained		X
10.	Establish, update, maintain and utilize the asset management information. At a minimum, the following asset information shall be tracked: <ul style="list-style-type: none"> <li>• Manufacturer</li> <li>• Model</li> <li>• Serial number</li> <li>• Asset identification number</li> <li>• Asset location</li> <li>• Ownership organization information (Service Provider/Customer/Third Parties - lease /purchase)</li> <li>• Asset cost information (e.g., current residual value, purchase price, accumulated depreciation)</li> <li>• Maintenance information and history including the age of the asset</li> <li>• Warranty information</li> <li>• Other billing information (e.g., lease information, Customer specific information)</li> <li>• Transaction edit history (e.g., locations, billing and user)</li> <li>• Software version information (as applicable)</li> </ul>	X	
11.	Administer and manage warranty periods for all applicable Service Tower-related assets	X	
12.	Administer maintenance contracts for End-User assets within the scope of the Services		X
13.	Update in-scope asset records during the course of all change activities (e.g., IMACD activities, break/fix activities, enterprise reorganization and change and release management activities)	X	
14.	Perform ongoing asset inventories including at time of refresh to validate that data in the asset management system is accurate and current and that Customer has the data it requires	X	
15.	Provide, and upon Customer approval, implement remediation plans for asset management system and process deficiencies	X	
16.	Approve remediation plans for asset management system and process deficiencies		X
17.	Review and approve physical asset inventory reports		X

**Software License Management**

No.	Function/Responsibility	Service Provider	Customer
1.	Manage and maintain software licenses information through software license life cycle	X	
2.	Provide software license and maintenance agreement terms and conditions and license ownership data to Service Provider as required to execute the Services described in this table		X
3.	Input, maintain, update, track and report all in-scope Software throughout its life cycle via an automated self-discovery tool and manual processes where required	X	
4.	Provide, manage, maintain and operate the Software license database that integrates with the ITSM Suite	X	
5.	Conduct Service Provider agreement negotiations for non-Customer-retained license agreements	X	
6.	Inform Customer of impacts of non- Customer - retained license agreements	X	
7.	Coordinate and conduct Software license and maintenance agreements reviews allowing for sufficient time prior to expiration for negotiations	X	
8.	Provide Customer with reports and recommendations to use in making Software acquisition and discontinuance decisions	X	
9.	Provide timely and regular recommendations to purchase additional license capacity, recommending alternatives, or curtailing usage where necessary and appropriate, to restore, or continue to maintain, license compliance taking into account Customer's budget cycle	X	
10.	Provide a license and maintenance agreement optimization recommendations report and analysis on a quarterly basis	X	
11.	Proactively manage and perform license audits to prevent license compliance issues	X	
12.	Report known license compliance issues	X	
13.	Review known license compliance issues		X
14.	Conduct periodic reviews 120 days prior to expiration of a Software license and maintenance agreements and provide results to Customer	X	
15.	Obtain approval from Customer for any license change or replacement	X	

**Service Support**  
**Event Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Monitor and manage the information technology environment in order to reduce the risk of Service disruption using a combination of systems, security, storage, and network administration toolsets	X	
2.	Using established baseline measures to determine appropriate thresholds for the Client computing environment, monitor, analyze and report on these thresholds	X	
3.	Establish and maintain a baseline measurement in order to determine appropriate thresholds for the Client computing environment based on environmental build, technology specific good practice and manufacturer recommendations	X	
4.	Monitor threshold violations on agreed critical application, system, and network components, including system processes and application threads indicating a fault or problem	X	
5.	Analyze the environment configuration, processor performance, memory usage, and input/output utilization to identify potential processing bottlenecks and imbalances in order to make recommendations as to potential changes within the environment	X	
6.	Provide reporting on threshold breaches in accordance with Service Levels and make recommendations to modify threshold limits or operating baselines in the cases of under or over reporting	X	
7.	Collect and report critical resource utilization data at a frequency that accords with the Service Levels and use the data for trend analysis or as an input into capacity planning	X	
8.	Monitor consumable resources against planned allocation and report in accordance with the Service Levels and establish a baseline for infrastructure usage	X	
9.	Analyze and review the monitoring outputs and review the configuration, processor performance, memory usage, and I/O utilization of in-scope environments to identify potential processing bottlenecks and imbalances in order to make recommendations as to potential changes within the environment	X	
10.	Provide enterprise wide computing reporting on resource consumption and utilization activities in accordance with agreed requirements	X	
11.	Monitor, analyze and report on the performance of in-scope systems in accordance with agreed thresholds	X	
12.	Establish thresholds, baselines or profiles of the normal operating levels against which the system can be periodically audited or monitored and establish the normal boundaries for the operating environment or specific applications within the environment	X	

13.	Monitor systems and specific applications for transaction throughput rates, response times and potential performance issues	X	
14.	Monitor the enterprise computing environment to identify potential performance problems based on configuration or environmental factors	X	
15.	Analyze the monitoring outputs and review the configuration, processor performance, memory usage, and I/O utilization of in-scope equipment	X	
16.	Report on the monitoring outputs identifying potential processing bottlenecks and imbalances and to make recommendations as to potential changes within the environment	X	
17.	Review performance reporting and conduct appropriate tuning actions to address any identified performance deficiencies	X	
18.	Provide agreed toolsets to aid management of distributed or centralized devices, their performance and capacity and to provide an event stream	X	
19.	Provide and deploy agreed toolsets	X	
20.	Configure agreed toolsets	X	
21.	Manage and support agreed toolsets	X	

**Incident Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Restore normal service operation as soon as reasonably practicable with the objective of minimizing impact on business operations and within relevant Service Levels	X	
2.	Create and manage an Incident management plan to establish an integrated process for identifying, documenting, monitoring, evaluating and controlling Incidents, including mapping escalation points	X	
3.	Manage the major Incident process for CIs in this environment during significant downtime or service degradation. Activate process, chair meetings, invoke communication strategy and update dashboards	X	
4.	Depending on Incident activity, participate in appropriate Incident service restoration activities for CIs in this environment	X	
5.	Provide a single repeatable, documented, and approved process with metrics for capturing and managing Incidents	X	
6.	Detect and record details of an Incident into an Incident management system and commence Incident handling procedures. Maintain visibility of the status of Incidents during the Incident cycle to monitor progress of Resolution	X	
7.	Provide Customer with access to Service Provider's Incident management system, in for Customer to directly generate Incident tickets or Service Request,	X	

	and check on status of any open tickets (e.g., break/fix Incidents and Service Requests)		
8.	Classify the Incident based on Priority Level and provide initial support to Resolve the Incident where possible	X	
9.	Provide active queue management for all tickets in the Incident management system and escalate, assign reprioritize as needed, based on existing environment	X	
10.	Link related Incidents and problems to assist in Incident Resolution	X	
11.	Assess, collect and provide detailed analysis of Incident. Attempt to resolve the Incident. If Resolution is not possible, refer the Incident to relevant specialist	X	
12.	Provide ownership, coordination, visibility, monitoring and communication for Incidents to agreed parties in accordance with the Incident management plan	X	
13.	Escalate Incident to appropriate internal or external resolver groups, including third party vendors, as required	X	
14.	Where responsibility for Resolving an Incident is in dispute, communicate with relevant parties to clarify responsibility	X	
15.	Provide suitable means to govern and control the efficient restoration of service after an Incident has occurred	X	
16.	Resolve the Incident and restore normal service operation in accordance with Service Levels	X	
17.	Run ad-hoc queries to support Incident Resolution	X	
18.	For major Incidents in accordance with the Incident management plan, coordinate the post Incident review team and provide the Incident report giving the chronology and analysis of the Incident (including Root Cause Analysis) and the outcomes and recommendations and provide any recommended changes in policy, procedures or operational processes, or relevant Change Requests	X	
19.	Close and categorize the Incident following confirmation of Resolution with End-User	X	

**Problem Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Aim to minimize the adverse impact on the business of Incidents and Problems that are caused by errors within the information technology environment, and work to prevent the recurrence of Incidents related to those errors. Seek to identify the root cause of Incidents and initiate actions to improve or correct the situation	X	
2.	Provide executive status reports, as required, during the Problem management process	X	

3.	Create and manage a Problem management plan to establish an integrated repeatable, documented, and approved process for identifying, documenting, monitoring, evaluating and controlling Problems	X	
4.	Have the entitlement to own the end-to-end process across all environments. Coordinate and control the participation in the process for all service providers	X	
5.	Depending on problem activity, participate in appropriate Root Cause Analysis and fault isolation activities for CIs in this environment	X	
6.	Register problem in the form of problem records. Oversee the verification, classification and prioritization of problems and the allocation of appropriate resources. Apply Root Cause Analysis procedures to establish the true cause of Problem(s), and develop an error record, to record the known errors, which is issued to inform relevant personnel of identified errors(s) relating to the managed information technology environment	X	
7.	Identify a potential Problem in accordance with the Problem management plan. If accepted as a Problem, record it as a Problem record in the known error database	X	
8.	Determine the amount of effort required to Resolve the Problem and the impact to Service Levels and the business that will occur. This will enable prioritization and resource allocation to be carried out	X	
9.	Arrange for appropriate personnel to identify the amount of time and effort required to investigate the true cause of a Problem. Obtain required approvals for resource allocation, costs and / or schedule and coordinate the Root Cause Analysis	X	
10.	Identify the most suitable solution using observations from Root Cause Analysis, diagnostics taken at the time of impact or occurrence, and modeled data from tests carried out within isolated test environments. May entail setting up a formal task force to attain expert advice to identify the recommended solution. Recommend acquisition, development or enhancement to relevant products required to resolve the problem	X	
11.	Categorize errors and log into problem management system and log workarounds into the known error database	X	
12.	Identify the way that the error will be Resolved and raise required Change Requests, including performing impact analysis on the outcome of the Change Requests	X	
13.	Record the Resolution process for each known error in the problem management system and associate it with a recognized Configuration Item	X	

14.	Once an error is Resolved, close associated known error records and any associated Incidents and Problems. Provide input into post implementation reviews to confirm that the fault Resolution has removed associated Incidents	X	
15.	Monitor the Resolution of known errors and liaise with change management to get regular updates on the progress for resolving problems and errors. Continue to review the impact of problems and known errors, and change their priority if the impact to the business changes	X	
16.	Proactively identify potential issues which could either compromise normal operations or that could be used as opportunities to further improve the quality and efficiency of technology, systems, or information technology services. Analyze historical and real time data as well as any diagnostic information from appropriate data sources at frequent intervals in order to establish any trends, issues and characteristics of events	X	
17.	Diagnose performance, capacity and Availability data presented by infrastructure and application management groups to allow pro-active management of potential risks	X	
18.	Prioritize proactive analysis on in-scope technology, systems or information technology Services, based the level of impact an Incident may have on the Services provided	X	

**Configuration Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Identify, control changes to, and record the Change implementation status of the physical and functional characteristics and structure of agreed Configuration Items. Includes recording required Configuration Items by type, sub-type and their associated attributes	X	
2.	Create and manage a configuration management plan to establish an integrated process for identifying, documenting, monitoring, evaluating and controlling the Service Provider's configuration management activities	X	
3.	Review and analyze configuration data in order to determine their types and attributes	X	
4.	Maintain the status of Configuration Items throughout their life cycle on an ongoing basis	X	
5.	Configure the configuration management database so that the all Configuration Items within the system are linked to the technology, systems or information technology services they support and to capture baselines for both hardware and Software builds	X	
6.	Check that only authorized and identifiable Configuration Items are accepted and recorded from	X	

	receipt to disposal		
7.	Update the configuration management database with relevant information from change control on an ongoing basis	X	
8.	Verify, audit and report on the status of Configuration Items in the configuration management database	X	
9.	Audit and verify the physical existence of Configuration Items and check they are correctly recorded in the configuration management database and verify release and configuration documentation before changes are made in a production environment	X	
10.	Generate reports on the status or discrepancies of the Configuration Item types and attributes recorded in the configuration management database	X	

**Change Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Create and manage a change management plan to establish an integrated process for identifying, documenting, monitoring, evaluating and controlling all change activities	X	
2.	Manage changes by chairing, documenting and scheduling regular Change Advisory Board (CAB), and as needed e-CAB meetings	X	
3.	Receive Change Requests and record them in the change management system	X	
4.	Confirm that requests contain required information specified in the change management plan.	X	
5.	Review whether the Change Requests conform to the change types specified in the change management plan and classify the Change Request according to the defined Change types	X	
6.	Perform the initial filtering activity before presenting Change Requests to the change manager for inclusion for review by the CAB	X	
7.	Review and analyze the impact assessment in relation to use of configuration data to enable a decision to be made as to whether or not to accept the Change Request	X	
8.	Review all Change Requests and confirm that they are compliant with agreed policy and procedure (agreed submission standards), accept them into the change management process, notify the initiator accordingly and update the Change schedule	X	
9.	Evaluate and review all non-emergency Changes with relevant stakeholders for the service that is impacted by the Change Request	X	
10.	Agree to, maintain and review the mechanism by which relevant stakeholders are identified and invited to the CAB with Client change management authority and document these mechanisms accordingly	X	
11.	Identify appropriate personnel to carry out Change analysis, modeling and testing activities, and assign	X	

	the Change Request to the appropriate personnel for Resolution		
12.	Perform initial assessment of what will be involved in identifying and designing a solution to complete the Change Request	X	
13.	Authorize the fulfillment of the Change Request		X
14.	Analyze Change Request requirement and build, test and verify the solution and produce an impact analysis report	X	
15.	Design and test the solution required by the Change Request and identify the necessary procedures for any required release (including a valid back-out and recovery plan) for the running, support and maintenance of the defined solution. Include any risk assessment, dependencies and costs	X	
16.	Create an impact analysis report to provide information to the change advisory board	X	
17.	Retain formal approval or rejection rights for Change Requests		X
18.	Notify the appropriate resolver group managers when a Change Request has been approved for implementation. Validate the level of staff resources required to implement the Change and the schedule for completion	X	
19.	Implement the agreed solution in accordance with the approved Change Request and the change management plan	X	
20.	Engage the appropriately scheduled delivery resources to carry out the Change activities in accordance with the approved Change Request and the change management plan	X	
21.	Administer, when appropriate, End-User facing operational acceptance tests that verify the Change has met its operational objectives and is working in the production environment	X	
22.	Facilitate a decision as to whether the Change has been successfully implemented or not	X	
23.	Execute defined backout plans for unsuccessful Changes	X	
24.	Provide ongoing analysis of the implementation of the Change	X	
25.	Schedule the time and resources required to implement an approved or provisional request for Change and manage the forward schedule of Change for the complete end-to-end service and where appropriate, use planned outages to reduce impact of execution of the Change on the availability of the Services	X	
26.	Facilitate the commitment of the required groups of personnel to provide suitable skilled resources to carry out modeling, testing and implementation activities	X	
27.	Monitor the activation of Change activities in accordance with the forward schedule of change and escalate if activities are not completed in accordance with the schedule or as otherwise agreed. Facilitate	X	

	remedial activities to reinstate Change schedule wherever possible		
28.	Monitor the updates to the forward schedule of Change to show the progression of Change Requests through approval and implementation phases	X	
29.	Monitor and update Change records in accordance with agreed milestones and key activities required to complete Change	X	
30.	Coordinate the update of all relevant management databases in accordance with the expected delivery of the solution	X	
31.	Perform activities following Change Request closure to evaluate the effectiveness of the Change	X	
32.	Provide reports on failed Change to the change advisory board or Client contact and provide relevant reports to personnel responsible for Service Level management with the objective of preventing any relevant service from breaching agreed consumption parameters	X	
33.	Analyze failed Change and identify process break downs and lessons learned that should either be promoted as Problem candidates or result in updates of documentation	X	
34.	Close the Change Request following implementation acceptance or rejection	X	X
35.	Create and manage a change management plan to establish an integrated process for identifying, documenting, monitoring, evaluating and controlling all Change activities	X	

**Disaster Recovery and Business Continuity Management Services**

	Function/Responsibility	Service Provider	Customer
1.	Establish, maintain and update a Business Continuity Plan (“BCP”) and Disaster Recovery Plan (“DRP”) for the Services, which will define objectives and standards necessary for Services to meet business requirements	X	
2.	Make recommendations for Service or infrastructure enhancements to align the infrastructure and Services to the BCP and DRP	X	
3.	Document business continuity and Disaster recovery process in the Procedures Manual; execute the process for in-scope environment when appropriate	X	
4.	Approve Disaster Recovery Plan approach documented by Service Provider and provide support in creating the plan		X
5.	Maintain a list of key personnel contacts and notification procedures for the Client, Service Provider, and Third Party vendor personnel used	X	
6.	Perform annual test of the Business Continuity Plan	X	
7.	Perform annual test of the Disaster Recovery Plan	X	

8.	Provide a single point of contact for Business Continuity and Disaster Recovery Plans, related communications and other activities that are Service Provider's responsibility	X	
9.	Establish and maintain a Business Continuity Plan and Disaster Recovery Plan which will define objectives and standards necessary for Services to meet business requirements	X	
10.	Perform duties as defined in the Disaster Recovery Plan when a Disaster has been declared	X	

**Service Integration Services**

	Function/Responsibility	Service Provider	Customer
1.	Conduct end-to-end monitoring and reporting of all IT services across all Customer IT systems supported by Third Parties including cloud services and SaaS services	X	
2.	Conduct bi-direction transfer of data and automated routing of Incidents and Service Requests, from Customer to Third Party delivery teams and vice versa	X	
3.	Provide visibility into Incident and service requests across all Third Party delivery teams and systems	X	
4.	Track and report Incident restoration and Service Request fulfillment activities by operator, hand-offs and outcomes at each hand-off	X	
5.	Provide automated time stamping at each instance of automated updates, operator updates, customer contact, hand-offs between operators and change in Incident or Service Request status	X	
6.	Provide automated routing of tickets to the appropriate support teams	X	
7.	Measure and report end-to-end Service Request response and completion, and service restoration times to provide a single measure of service response restoration time objectives	X	
8.	Manage and deliver support articles and other knowledge articles to all relevant Customer and Third Party delivery teams, regardless of the repository of these articles	X	
9.	Provide real-time performance dashboards available to Customer, with ability to review and audit the data	X	

### **EXHIBIT 3: SUPPORTED ENVIRONMENTS AND TOOLS**

The service environment descriptions in each Service Tower-specific schedule to Schedule 3 to the Agreement describes and scopes a number of Service Tower elements to be supported and with which Service Provider will comply (e.g., in-scope hardware and Software). This Schedule will apply to the service environments as specified in each such Service Tower-specific schedule. The supported environments that are included in each SOW are not limiting, but rather represent a specific point in time as it relates to the in scope environment. Service Provider shall be responsible for updating and maintaining the service environment documentation the term of the Agreement, to reflect changes in the Customer's supported environment over time.

The tools that Service Provider will provide and use to perform the Cross Functional Services include the tools set forth in this Exhibit 3 and attached hereto. Service Provider will update the list of tools in this Exhibit throughout the term of the Agreement.

**SCHEDULE 3A**  
**EXHIBIT 3**  
**CROSS-FUNCTIONAL MANAGEMENT TOOLS**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**UNISYS CORPORATION**

**Schedule 3A, Exhibit 3**

**Cross Functional Management Tools**

This is Schedule 3A, Exhibit 3 (Cross Functional Management Tools) to the Agreement between the City of Santa Clara and Service Provider.

Service Provider shall provide and utilize the tools listed in Table 1 below, in connection with its performance of the Services.

**Table 1. Cross Functional Services Management Tools**

Cross Functional Services Tools		
Function	Product	Description
Project Management	JIRA	JIRA will be used as part of the Agile/DevOps process to provide workflow management and issue tracking.
	Microsoft Project	Microsoft Project is a City owned tool and used by Unisys to develop and track projects according to the PMO methodology.
Key Performance Indicator (KPI) Monitoring and Reporting	ServiceNow ITSM applications	Reporting capabilities include reports from predefined report and the ability to generate snapshots of current data and allows users to save, share, publish, or export any of the reports as needed.
Ad Hoc Reporting and Analytics	ServiceNow Reporting and Analytics	Reporting capabilities include reports from predefined report and the ability to generate snapshots of current data and allows users to save, share, publish, or export any of the reports as needed. Analytics provide access to KPI's to generate interactive visualizations.
Service Management including: <ul style="list-style-type: none"> <li>• Incident Management</li> <li>• Problem Management</li> <li>• Knowledge Management</li> <li>• Employee Self-Service (ESS) portal</li> <li>• Service Catalog / Service Request Management</li> <li>• Service Level Management</li> <li>• Satisfaction Survey</li> <li>• Change Management</li> <li>• Release Management</li> <li>• Asset Management</li> <li>• Configuration Management (CMDB)</li> <li>• Password Reset</li> </ul>	ServiceNow ITSM applications	The ServiceNow platform provides a single system of record and engagement that is shared across all of the ITIL/ITSM processes. The processes natively share information and common workflow and are tightly integrated with all the other modules and processes within ServiceNow.
Automated Monitoring Tools—Servers	VANDA (Nagios)	Monitors Server elements and alerts when a threshold is breached.
Automated Monitoring Tools—Network Devices	VANDA (Nagios)	Monitors Network elements and alerts when a threshold is breached or a hardware issue is detected on a network device.
	Cisco Prime Infrastructure	Cisco Prime Infrastructure is a City owned tool and used by Unisys to provide real-time monitoring and management of all network devices including WAP's and alerts when a threshold is breached or a hardware issue is detected. Additionally it provides firmware security update notices from Cisco.
Automated Monitoring Tools—Applications	VANDA (Nagios)	Monitors Application elements and alerts when a threshold is breached.

Schedule 3A, Exhibit 3 – Cross Functional Management Tools

<p>Automated Monitoring Tools— Infrastructure</p>	<p>VANDA (Nagios)</p> <p>Nimble InfoSight</p> <p>HP ArcSight (SIEM service)</p> <p>Solar Winds IPAM</p> <p>Solar Winds Bandwidth Monitor</p>	<p>VANDA monitors server and network elements and alerts when a threshold is breached. Dell OpenManage monitors the health of all physical servers and alerts when there is a hardware issue on a physical server.</p> <p>Nimble InfoSight is a City owned tool and used by Unisys to monitor and manage the Nimble storage and alert when a threshold is breached or a hardware issue is detected.</p> <p>HP ArcSight provides monitoring of security events and provides a correlation to produce actionable security alerts.</p> <p>Solar Winds IPAM is a City owned tool and used by Unisys to provide monitoring and reporting on IP Addresses within the environment.</p> <p>Solar Winds Bandwidth Monitor is a City owned tool and used by Unisys to alert when a threshold is breached on key network connection and trunks.</p>
<p>Automated Monitoring Tools— Network Operations Center (NOC)</p>	<p>ServiceNow Event Manager</p>	<p>ServiceNow Event Manager automatically creates actionable alerts from infrastructure events captured from monitoring tools such as VANDA and HP ArcSight.</p>
<p>Reporting Portal</p>	<p>ServiceNow ITSM applications</p>	<p>Reporting capabilities include reports from predefined report and the ability to generate snapshots of current data and allows users to save, share, publish, or export any of the reports as needed.</p>
<p>Knowledge Management</p>	<p>ServiceNow ITSM applications</p>	<p>Knowledge Base application provides role-based tools to create, store, and publish important information. It also provides tools for all users to find and view the information as needed. Contextual search is enabled throughout the platform.</p>
<p>Electronic Software Distribution and Version Control</p>	<p>SCCM</p> <p>GitHub</p>	<p>SCCM is a City owned tool and used by Unisys to deploy software and Microsoft Security Patches. The server does not perform version control per-se, but it has the capability to run reports to see which versions of software are installed in the environment.</p> <p>GitHub will be used for application source version control management.</p>
<p>Backup and Recovery</p>	<p>Symantec NetBackup</p> <p>Nimble Snapshots</p> <p>VSC (Volume Shadow Copy)</p>	<p>Symantec NetBackup is a City owned tool and used by Unisys for tape and offsite retention.</p> <p>Nimble Snapshots is a City owned tool and used by Unisys to restore files locally within a 30 day timeframe.</p> <p>VSC is a City owned tool and used by Unisys for further backup/restore capabilities.</p>
<p>Capacity Management Monitoring/Trending/Reporting</p>	<p>VANDA (Nagios), Solar Winds Virtualization Manager</p>	<p>VANDA (Nagios) and Solar Winds Virtualization Manager (which is a City owned tool) are used to monitor/trend/report on VMware virtual environment</p>

Schedule 3A, Exhibit 3 – Cross Functional Management Tools

	<p>Nimble InfoSight</p> <p>ServiceNow ITSM applications</p>	<p>Nimble InfoSight is a City owned tool and used by Unisys to provide performance and capacity reports for the Nimble storage arrays. ServiceNow ITSM applications</p> <p>ServiceNow ITSM Capacity Management ensures that business services are not made unavailable by over-capacity. By analyzing past failures and planning for growth of demand of services, Capacity Management can increase end-user satisfaction with services.</p>
Discovery	ServiceNow Discovery	ServiceNow Discovery module finds applications and devices on the network, then updates the CMDB with the information if finds.

**SCHEDULE 3B**  
**SERVICE DESK SERVICES SOW**  
**TO MASTER SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## 1. Overview

This Statement of Work for Service Desk services (“SOW”) has been entered into pursuant to the Master Service Agreement (the “MSA”) between Customer and Service Provider.

In addition to the Service Desk Services, Service Provider will perform the cross-functional functions described in Schedule 3A to the Agreement.

Capitalized terms used in this SOW have the meanings set forth in Exhibit 1. Capitalized terms not defined in this SOW or Exhibit 1 will have the meanings specified in the MSA.

## 2. Service Description and Major Functions

The primary objective of this SOW is to establish a customer focused, first call Resolution Service Desk. Service Provider will provide Service Desk Services that will be the first point of contact for information system Incidents, inquiries and Service Requests related to Customer’s environment. Service Desk services include support for all Incidents that are Resolvable by the Service Desk and the escalation of Incidents it is unable to Resolve to the appropriate Level 2 or Level 3 Resolver groups for Resolution.

Customer expects that the Service Provider Service Desk will be capable of either directly Resolving or triaging and escalating the categories of Incidents and Service Requests set forth in the table below. A list of specific Level 1 Resolvable Incident types for each category shall be developed during transition and updated during the term of the Agreement, to reflect additional maturity and knowledge of the Client’s environment over time. It is Customer’s intent that the Service Desk’s increased ability to directly Resolve such Incidents and Service Requests, along with robust end user self-help capabilities and tools, will result in the increased availability of Service Provider’s onsite analysts and technical support staff to focus on higher “value add” activities, rather than Resolving Level 1-based Incidents and Service Requests (i.e., a “shift left” approach).

Customer also expects that the Service Desk will possess and exhibit a depth of End-User profile knowledge and history when End-Users contact the Service Desk (e.g., End-User’s “persona”, including knowledge of End-User’s department/position/function, Service Desk Incident/Service Request history, most often utilized Service Desk services, preferred method of communication).

In addition, Customer expects that the Service Desk will take proactive approach to Incident and Problem Resolution as much as possible (e.g., proactively correlating multiple Incidents from different End-Users with the same underlying root cause in order to find a Resolution for all affected End-Users, proactively identifying and addressing downstream issues identified through Incident Resolution of a particular Incident, proactively notifying relevant End-Users groups of Service-affecting Incidents and Problems before End-Users have to contact the Service Desk to inform them of issues).

### **Service Desk Scope:**

<b>Infrastructure Incidents</b>	
Hardware support	<ul style="list-style-type: none"> <li>▪ Computing hardware (e.g., desktops, servers)</li> <li>▪ Mobile devices (e.g., laptops, cell phones, smart phones, tablets)</li> <li>▪ Audio visual equipment</li> <li>▪ Printers</li> <li>▪ Multi-function devices</li> <li>▪ Peripherals (e.g., scanners)</li> <li>▪ Public safety mobile data computers</li> </ul>
System Software	<ul style="list-style-type: none"> <li>▪ Operating systems and utilities support</li> <li>▪ Database support</li> </ul>
Integration and telecommunications	<ul style="list-style-type: none"> <li>▪ Third party connectivity</li> <li>▪ Network components and circuits (e.g., WAN, LAN)</li> <li>▪ VOIP and traditional telephony system (e.g., handsets, soft phones, speaker phones)</li> <li>▪ Video conferencing</li> <li>▪ Internet connectivity</li> </ul>
<b>Application Systems Incidents</b>	
Application systems Incidents and “how to” support	<ul style="list-style-type: none"> <li>▪ Packaged shrink wrap Software (e.g., Microsoft Office/Office 365, Adobe)</li> <li>▪ Enterprise and department Third Party line of business COTS application systems (e.g., agenda management system, permit management systems)</li> <li>▪ Customer custom application systems</li> <li>▪ Cloud-based applications systems (e.g., SaaS)</li> <li>▪ Electronic transactions and interfaces (e.g., Cybersource)</li> <li>▪ Mobile applications</li> </ul>
<b>Service Requests</b>	
End-User requests	<ul style="list-style-type: none"> <li>▪ Password resets</li> <li>▪ IMACD requests</li> <li>▪ IT order fulfillment requests – project and individual product requests</li> </ul>

Without limiting Service Provider’s obligations under the Agreement, including this Schedule 3B and the other Schedules referenced in the Agreement, Service Provider’s solution and technical approaches for this Service Area shall conform with the Service Provider’s solution and technical approaches as provided in the following documents, as such documents may be amended during the term of this Agreement by the Parties in writing, and which are hereby incorporated into this Schedule 3B by reference. Nothing in the following documents shall limit Service Provider’s obligations under the Agreement. If the provisions of this Schedule 3B or any other Schedule (including Appendixes) conflict with one or more of the following documents, the provisions of this Schedule 3B or such other Schedule (including Appendixes) shall control.

- Final Service Area Solutions.docx

### 3. Service Desk Level 1 Resolvable Activities

As of the Effective Date, the Service Desk shall have the expertise to directly Resolve the following types of Incidents and Service Requests without escalation to any internal or external Resolver group (i.e., first contact Resolution)

- Support for all in scope shrink wrap software (e.g., Microsoft Office/Office 365 suite, Adobe), including “how to” support and basic troubleshooting

- Basic “how to” support and troubleshooting for standard hardware (e.g., desktops, laptops, mobile devices, printers, multi-functional devices, peripherals), operating systems and utilities, enterprise and business applications
- Password Resets and unlocks
- Service Requests, including initiation of IMACDs and new equipment requests, and end user account requests
- Connectivity issues
- Documented, common hardware error messages

For Customer enterprise and business applications, Customer expects that Service Provider will continually add to the list of Level 1 and Level 2 Incidents the Service Desk is capable of Resolving on a first contact basis, based upon the enterprise knowledge base, which will be updated with information accessible by the Service Desk.

## 4. Responsibility Matrix

Exhibit 2 sets forth the Responsibility Matrix for services relevant to this SOW.

## 5. Support Requirements

Service Provider will provide Service Desk Services 24x7x365.

Service Provider will perform the Services in accordance with the Service Levels as defined in Section 6 based on the anticipated consumption data provided by Client.

## 6. Service Levels

The Service Levels applicable for Service Desk services is provided in Schedule 4 - Service Levels. Customer may change or add Service Levels through the Change Control procedures.

## 7. Reports

Service Provider shall provide reports relating to the Service Desk Services, as set forth in Schedule 7 – Reports.

## 8. Critical Deliverables

There are no Critical Deliverables associated with this SOW.

## 9. Changes to MSA

This SOW does not change any terms in the MSA and its Schedules.

**EXHIBIT 1: DEFINITIONS**

See Schedule 1 - Definitions for definitions applicable to this Schedule.

**EXHIBIT 2: RESPONSIBILITY MATRIX**

The Responsibility Matrix below shows which party is responsible for the listed task. It is not the intent of the Responsibility Matrix to absolutely identify or define every process, activity or task to be performed by Service Provider as a managed services function.

The responsibility matrix for Service Desk Services is set out below.

No.	Responsibility	Service Provider	Customer
<b>General Responsibilities</b>			
1.	Recommend, implement and manage Customer-approved, ITIL-compliant Service Desk systems (e.g., Incident tracking system, self-help tools, IVR, ACD, CTI), which are components of the integrated ITSM Suite described in Schedule 3A to the Agreement, in order to collect, track and manage Incidents and Service Requests received by the Service Desk	X	
2.	Approve systems to collect, track and manage Incidents and Service Requests received by the Service Desk		X
3.	Provide SPOC, coordination, and end-to-end ownership for all Incidents and Service Requests	X	
4.	Provide expert Level 1 assistance to inquiries on the features, functions and usage of supported systems	X	
5.	Identify, escalate (e.g., Level 2 and Level 3 escalation), manage Incident Resolution and close Incidents	X	
6.	Provide contact list and routing information for non-Service Provider Resolver groups on, at minimum, a monthly basis		X
7.	Develop process for conducting a quarterly review of new types of Incidents and Service Requests the Service Desk is able to Resolve on a First Contact Resolution basis	X	
8.	Approve process for conducting a quarterly review of new types of Incidents and Service Requests the Service Desk is able to Resolve on a First Contact Resolution basis		X
9.	Conduct quarterly review of new types of Incidents and Service Requests the Service Desk is able to Resolve on a First Contact Resolution basis with Customer	X	
10.	Manage the Root Cause Analysis process on recurring Incidents	X	
11.	Utilize and coordinate asset management during service desk customer support activities	X	
<b>Single Point of Contact</b>			
12.	Provide SPOC call-in access number for all Service Desk Services described in this SOW	X	
13.	Provide multiple alternative communications channels, including email, chat and Intranet	X	
14.	Utilize multiple alternative communications channels, including email and Intranet	X	
<b>Service Desk Operations</b>			
15.	Develop, document and provide operational procedures which meet the City requirements and adhere to defined Service Desk policies	X	
16.	Review and approve operational procedures		X
17.	Develop End-User persona structure for unique profiles of all Customer End-Users (e.g., name, title, department, functional role, Service Desk Incident/Service Request history, most often utilized Service Desk services, preferred	X	

No.	Responsibility	Service Provider	Customer
	method of communication)		
18.	Review and approve End-User persona structure		X
19.	Develop, manage and maintain End-User persona profiles for Customer End-Users	X	
20.	Develop End-User persona profiles for Customer End-Users		
21.	Receive, track, answer and Resolve Customer End-User and technical staff Incidents	X	
22.	Utilize End-User persona profiles when interacting with End-Users	X	
23.	Coordinate IMACs for all Service Towers covered within the Agreement	X	
24.	Provide “how to” and Level 2 assistance for the Customer defined shrink wrap and COTS software included in its End-User environment	X	
25.	Provide end-to-end Incident identification, escalation, Resolution and closure process	X	
<b>Service Desk Administration</b>			
26.	Track/manage/report Service Desk utilization	X	
27.	Provide escalation contact list(s) for Customer and Third Party Resolver groups contacts		X
28.	Maintain and provide escalation contact list(s) for all Service Towers (including Third Parties such as vendors and service providers)	X	
29.	Issue broadcasts or other notices to provide status updates as required for planned and unplanned events	X	
30.	Provide End-User or manager online/portal access to Incident reports	X	
31.	Develop procedures for conducting End-User satisfaction surveys after Incident Resolution or Service Request fulfillment	X	
32.	Review and approve procedures for conducting End-User satisfaction surveys		X
33.	Conduct End-User satisfaction surveys based on Customer approved procedures	X	
34.	Develop and implement continuous improvement program that improves Service Desk delivery	X	
35.	Review End-User Satisfaction surveys weekly and contact End-Users whose average score is not a 4 or higher on a 5 point scale (or equivalent), and incorporate findings into continuous improvement plan	X	
36.	Develop and deliver recommendations for solutions to improve Service Desk delivery	X	
37.	Approve recommended solutions to improve Service Desk delivery		X
38.	Implement Customer-approved recommendations to improve Service Desk delivery	X	
<b>Service Request and Incident Management</b>			
39.	Identify and describe priorities, response and Resolution targets for Incidents and Service Requests that have differing impacts	X	
40.	Select and implement a system to document, manage and track all requests for Service, Incident reports and inquiries	X	

No.	Responsibility	Service Provider	Customer
	regardless of the means by which the Service Request is submitted (e.g., telephone, email, fax, direct online input by End-Users)		
41.	Approve a system to document, manage and track all requests for Service, Incident reports and inquiries regardless of the means by which the Service Request is submitted		X
42.	Develop and provide procedures to receive and respond to Incidents and Service Requests according to defined prioritization, escalation and Resolution targets	X	
43.	Review and approve procedures to receive and respond to Incidents and Service Requests		X
44.	Review and approve procedures for the escalation and notification of Incidents		X
45.	Execute procedures for the escalation and notification of Incidents using approved escalation contact lists and using automated helpdesk/ITSM tools	X	
46.	Resolve Incidents within prescribed time limits, if possible, otherwise escalate and/or notify to appropriate Level 2 resource	X	
47.	Coordinate Level 2 support and service for printers, scanners and fax machines	X	
48.	Coordinate Level 2 support and service for approved mobile devices	X	
49.	Coordinate Resolution of security Incidents across Service Towers	X	
50.	Provide initial troubleshooting for non-supported Customer devices	X	
51.	Identify Incident characteristics and root cause	X	
52.	Categorize, prioritize and log all IT Incidents	X	
53.	Monitor Incidents (Service Desk Incidents) and escalate/notify per policies and procedures until Resolution and End-User satisfaction	X	
54.	Notify End-User upon closure of IT Incidents (e.g., inquiries /problems /Service Requests)	X	
55.	Verify acceptance of Services by contacting the End-User to confirm results and level of satisfaction	X	
56.	Provide End-User or manager ticketing system access to submit Incident or Service Request tickets	X	
57.	Review recurring Incidents with Customer which meet defined criteria using Root Cause Analysis processes	X	
58.	Proactively address the downstream or peripheral effects of Incident Resolution activities relating to single End-Users (e.g., updating passwords on all of an End-User's devices when the End-User contacts the Service Desk for password reset assistance regarding one specific device) and multiple End-Users (e.g., correlating related Incidents from multiple End-Users and taking proactive action to notify the End-User community as required (e.g., outage notifications))	X	
59.	Implement automated Incident and Problem correlation solution that will correlate Service Desk contacts to previous Incidents to identify repeat contacts for improperly resolved/closed Incidents, and correlate root causes and CIs to identify repeat Incidents to identify patterns of	X	

No.	Responsibility	Service Provider	Customer
	Problems		
60.	Coordinate with asset inventory and configuration management to record and update records to reflect completed Service Request (IMACs and others)	X	
61.	Notify third-party service vendors who are under contract to the Customer to provide support	X	
62.	Track and report Incident response and Resolution activities of third party service vendors	X	
63.	Escalate Incident if Third Party vendors do not provide effective service	X	
<b>Remote Desktop Management</b>			
64.	Recommend policies for the use of remote control tools for maintenance and troubleshooting	X	
65.	Define policies for the use of remote control tools for maintenance and troubleshooting	X	
66.	Diagnose Incidents using remote control capability and when possible implement corrective actions to Resolve Incidents. If Resolution is not possible, escalate per the escalation/notification procedures	X	
67.	Provide remote installs and updates of City standard packed applications, as required to Resolve Incidents	X	
68.	Assist in enabling the enforcement of compliance to standards and the appropriate optimization of End-User devices	X	
<b>End-User Administration Services</b>			
69.	Recommend requirements and policies regarding End-User Administration	X	
70.	Approve requirements and policies regarding End-User Administration		X
71.	Receive, coordinate and track End-User account administration, activation, changes and terminations based on Customer documented policies for the same, including: password/account setup, remote access connectivity, e-mail accounts, User IDs, remote paging devices, voicemail administration, telephone lines, etc. (coordination includes document routing for approval)	X	
72.	Reset passwords as required in accordance with Customer's security policies	X	
<b>IMACD</b>			
73.	Receive and track requests for IMACDs	X	
74.	Schedule an appropriate, agreed time with End-User for the IMACD to take place in remote offices	X	
75.	Verify completion of IMACDs by contacting the End-User to confirm satisfaction	X	
<b>Self-Help Support</b>			
76.	Develop Self-Help Support plan for Customer environment, to include self services capabilities and provision approach	X	
77.	Review and approve Self-Help Support plan		X
78.	Develop and implement Customer-approved Self-Help Support plan and associated capabilities that enable end users to perform self-service. Such self-help capabilities may include: <ul style="list-style-type: none"> <li>▪ Information Bulletin Board – Contains bulletins on planned changes or outages and Incidents and</li> </ul>	X	

No.	Responsibility	Service Provider	Customer
	<p>Problems affecting multiple users</p> <ul style="list-style-type: none"> <li>▪ Knowledgebase search – Allows End-Users to search for solutions at any time, from any place, in order to Resolve issues on their own or find out about IT processes</li> <li>▪ FAQs – Provides answers to a structured, evolving list of frequently asked questions</li> <li>▪ Web submissions – Allows End-Users to report Incidents or place Service Requests (including forms submittal)</li> <li>▪ Status checks – End-Users can view the status of Incidents and Service Requests they initiated</li> <li>▪ Self-service Password Reset – Allows End-Users to automatically reset passwords</li> <li>▪ IT Service Catalog – Provides access to Service Provider’s IT service catalog and online submission forms for service and product requests</li> </ul>		
79.	Monitor and review the effectiveness of Self-Help Support capabilities and usage	X	
80.	Develop and provide recommendations for improvements to Self-Help Support capabilities	X	
81.	Review and approve recommendations for improvements to Self-Help Support capabilities		X
82.	Implement approved recommendations for improvements to Self-Help Support capabilities and update Self Help Plan	X	
<b>Reporting</b>			
83.	Recommend a list of Service Desk management reports	X	
84.	Review and approve list of Service Desk management reports		X
85.	Provide reporting on Incident and Problem trending and analysis on a regular basis as defined in reporting requirements (e.g., proactive analysis and investigation of Incidents and Problems impacting Service Towers)	X	
86.	Track, manage and report on Service Desk utilization and volume statistics and trends (e.g., Service Request volumes and trends by contact type) and identify types of contacts that could be addressed through Service Desk improvements (e.g., training, self-service tools)	X	
87.	Proactively work with Customer and applicable Third Parties to address trend analysis report findings, such as identifying and implementing solutions that minimize Incidents and Service Requests and the need to contact the Service Desk (e.g., application system errors, additional end user training, self-help capabilities, improved Root Cause Analysis)	X	
88.	Recommend, and implement Customer-approved, Service Desk improvements	X	
89.	Provide online/portal access to Service Desk reports	X	
<b>First Contact Resolution Management</b>			
90.	Develop and maintain a list of Level 1 and Level 2 Resolvable Incidents (i.e., Incidents that the Service Desk is able to Resolve without having to escalate to an alternative internal or external Resolver group)	X	
91.	Continually update list of Level 1 and Level 2 Resolvable	X	

No.	Responsibility	Service Provider	Customer
	Incidents based on updates to knowledge bases and Service Desk reports		
92.	Ensure that Service Provider’s Service Desk staff are appropriately trained to achieve Customer’s First Contact Resolution goals and Service Levels (e.g., trained on the Customer’s specific environments)	X	
<b>Knowledge Base</b>			
93.	Provide initial knowledge base, during transition, for all supported technologies including scripts, technical architecture, and logistical information (such as, site access procedures); inform Service Provider of Customer-driven changes to the initial knowledge base through the change management process		X
94.	Manage and maintain knowledge base, to include Incidents, Problems and Resolutions, Root Cause Analyses and any new release information pertaining to Changes and upgrades	X	
95.	Use knowledge base information to improve the number of and type of Level 1 and Level 2 Incidents that are Resolvable by the Service Desk and end users through self-help (i.e., “shift left”)	X	
96.	Document solutions to Resolved Incidents in knowledge base and update Service Desk scripts	X	
97.	Make knowledge base available to all Customer End-Users	X	
<b>Governance-Related Activities</b>			
98.	Report and review status of Level 1 Service Desk improvement initiatives during monthly operational governance meetings	X	
99.	Implement Customer-approved Level 1 improvement initiatives	X	
100.	Based on operational observations, recommend changes to IT governance for service enhancements to improve the services delivered by IT	X	

**EXHIBIT 3 – SUPPORTED HARDWARE, SOFTWARE AND TOOLS**

The Service Desk will support the hardware and Software in Customer's environment, including such hardware and Software existing as of the applicable Service Commencement Date and new hardware and Software added during the Term (the "Service Desk Supported Hardware" and "Service Desk Supported Software," respectively). The Service Desk Supported Hardware and Service Desk Supported Software includes the hardware and Software set forth in this Schedule 3B, Exhibit 3, attached hereto.

The software and tools that Service Provider will use in the delivery of the Service Desk Services include those set forth in this Schedule 3B, Exhibit 3, attached hereto.

Service Provider will update Schedule 3B, Exhibit 3 throughout the term of the Agreement.

**SCHEDULE 3B**  
**EXHIBIT 3**  
**SERVICE DESK MANAGEMENT TOOLS**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**UNISYS CORPORATION**

**Schedule 3B, Exhibit 3**

**Service Desk Management Tools**

This is Schedule 3B, Exhibit 3 (Service Desk Management Tools) to the Agreement between the City of Santa Clara and Service Provider.

Service Provider shall provide and utilize the tools listed in Table 1 below, in connection with its performance of the Services.

**Table 1. Service Desk Management Tools**

Service Desk Management Tools		
Function	Product	Description
Service Level & Key Performance Indicator (KPI) Monitoring and Reporting	ServiceNow ITSM applications	Reporting capabilities include reports from predefined report and the ability to generate snapshots of current data and allows users to save, share, publish, or export any of the reports as needed. Analytics provide access to KPI's to generate interactive visualizations.
Password Self-Service	ServiceNow Password Reset application with Orchestration module	Password reset enables end users to reset their own passwords using self-service and automation. The Service Desk assisted password reset feature is an alternative approach that provides a streamlined process to quickly fulfill password reset requests. This is enabled by an orchestration workflow to one back-end credential store, i.e. AD.
Account Management, DNS support	Windows Active Directory	Unisys uses the Windows Active Directory Functionality (provided by the City) to perform this support.
Outage Notification	ServiceNow Portal	Outage notification will be posted on ServiceNow End User portal as needed to support key outages to employees.
	ACD/IVR	Outages and notification will also be posted on the front end of the IVR for callers as directed by the City
Ad Hoc Reporting and Analytics	ServiceNow Reporting and Analytics	Reporting capabilities include reports from predefined report and the ability to generate snapshots of current data and allows users to save, share, publish, or export any of the reports as needed. Analytics provide access to KPI's to generate interactive visualizations.
Service Management, Including Change, Configuration, Incident, Release, and Problem Management	ServiceNow ITSM applications	The ServiceNow platform provides a single system of record and engagement that is shared across all of the ITIL/ITSM processes. The processes natively share information and common workflow and are tightly integrated with all the other modules and processes within ServiceNow.
Remote Control	LogMeIn	The Unisys LogMeIn Rescue remote control solution delivers secure remote access in an appliance model and provides advanced support capabilities such as reboot/reconnect, two-way file transfer and session recording

**SCHEDULE 3C**  
**END-USER SERVICES SOW**  
**TO MASTER SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## 1. Overview

This Statement of Work for End-User services (“SOW”) has been entered into pursuant to the Master Services Agreement (the “MSA”) between Customer and Service Provider.

In addition to the End-User Services, Service Provider will perform the cross-functional functions described in Schedule 3A to the Agreement.

Service Provider will be responsible for providing the tools required to deliver the End-User Services set forth in this Schedule, unless otherwise agreed to by Customer.

Capitalized terms used in this SOW have the meanings set forth in Exhibit 1.

## 2. Service Description and Major Functions

The primary objective of End-User Services is to provide Customer with a stable and reliable End-User environment so that they can effectively perform City business. This includes all activities associated with the procurement, maintenance, inventory, design, selection, implementation, utilization, modification, testing and configuration, troubleshooting and Incident and Problem Resolution for all of End-User devices, Software, data and network connectivity. This SOW defines the responsibilities for delivering End-User Services.

Service Provider shall provide and support the Customer End-User environment listed in Section 3 of this SOW, which represents a point in time listing of the current End-User environment components and which the Parties agree will change over the term of the Agreement.

Working in conjunction with the Service Desk Service Provider will provide comprehensive End-User Services that include:

- End-User Device Management, including:
  - Core Software and Application Software Image Management
  - Application installation
  - Asset management
  - Remote troubleshooting
- Field Services, including:
  - Device Software support
  - Install, Move, Add, Change, Decommission (IMACD)
  - Mobile device administration and management
  - L1 output fleet triage
  - Data network cabling triage
- Public Safety-related Services (Police and Fire)
  - Mobile Data Computing (MDC) device support, including imaging, IMACDs, Incident and Problem management (break/fix), patching and maintenance
- Peripheral Device Level 2 Break/Fix
  - Audio visual projectors
  - Audio and video conference equipment and connectivity
- City Council and Commission meeting equipment support
- VIP Support
  - End-User support for Customers individuals identified VIPs, who may require expedited Services or after hours support
- VOIP Phone System Support (Level 1 and Level 2 support)

Without limiting Service Provider’s obligations under the Agreement, including this Schedule 3C and the other Schedules referenced in the Agreement, Service Provider’s solution and technical approaches for this Service Area shall conform with the Service Provider’s solution and technical approaches as provided in the following documents, as such documents may be amended during the term of this Agreement by the Parties in writing, and which are hereby incorporated into this Schedule 3C by reference. Nothing in the following documents shall limit Service Provider’s obligations under the Agreement. If the provisions of this Schedule 3C or any other Schedule (including Appendixes) conflict with one or more of the following documents, the provisions of this Schedule 3C or such other Schedule (including Appendixes) shall control.

- Final Service Area Solutions.docx

### 3. Supported Systems and Quantities

The baseline quantities supported by Enterprise Compute Services are listed in Schedule 5 – Fees.

### 4. Responsibility Matrix

Exhibit 2 sets forth the Responsibility Matrix for services relevant to this SOW.

### 5. Support Requirements

Service Provider will provide End-User Services during the following Customer business hours.

<b>Department/Customer End-User Group</b>	<b>Required Support Hours</b>	<b>Type of Support Required</b>
Standard Business Hours (all Customer Departments)	Monday – Friday, 7:00 a.m. – 7:00 p.m. Pacific	On site, remote
VIPs	24x7 (on an exception basis)	On call, remote
City Council and City Committees (for evening meetings)	7:00 p.m. – 7:30 p.m. (as needed on an exception basis, no more than once per week on average)	On site, remote

### 6. Service Levels

The Service Levels applicable for End-User Services is provided in Schedule 4 – Service Levels. Customer may change or add Service Levels through the Change Control procedures.

### 7. Reports

Service Provider shall provide reports relating to the End-User Services, as set forth in Schedule 7 – Reports.

## 8. Critical Deliverables

As of the Effective Date of the Agreement, there are no Critical Deliverables associated with End-User Services.

## 9. Changes to MSA

This SOW does not change any terms in the MSA and its Schedules.

**EXHIBIT 1: DEFINITIONS**

See Schedule 1 – Definitions for definitions applicable to this Schedule.

**EXHIBIT 2: RESPONSIBILITY MATRIX**

The Responsibility Matrix below shows which party is responsible for the listed task. It is not the intent of the Responsibility Matrix to absolutely identify or define every process, activity or task to be performed by Service Provider as a managed services function.

Service Provider’s responsibilities for the End-User Services apply to all computing devices including desktop PCs and mobile devices (e.g., laptops, tablets, smart phones, public safety devices (e.g., MDCs)).

The responsibility matrix for End-User Services is set forth below.

No.	Responsibility	Service Provider	Customer
<b>Core Software Image Build and Deployment</b>			
1.	Define Core Software image(s) specifications for End-User devices	X	
2.	Provide business requirements required for Service Provider to define Core Software image(s)		X
3.	Develop, document, and maintain detailed technical specifications that define and support the build, test, and deployment plans for the standard Core Software image(s)	X	
4.	Review and approve standard Core Software image specifications		X
5.	Provide representative new and legacy hardware for Image testing		X
6.	Build Core Software images for End-User devices	X	
7.	Conduct system-level and End-User testing of Core Software image(s) to validate that they perform in accordance with the approved specifications	X	
8.	Review and approve Core Software image testing results		X
9.	Approve Core Software image(s) for deployment		X
10.	Distribute core software images to OEM, VARs and resolver teams as required	X	
11.	Provide approval, licenses and Software prior to certification, packaging and deployment		X
12.	Deploy approved Core Software image(s) on applicable devices	X	
13.	Provide and administer Software distribution tools	X	
14.	Recreate End-User device environment to previous state including base build plus all End-User specific features, functions and applications, in cases where End-User’s device has been adversely modified due to unsuccessful Core Software Image deployments	X	
15.	Automate Core Software image deployment processes (e.g., remote electronic upgrading of device images)	X	
16.	Provide image package lifecycle management tracking and reporting (e.g., all packages in the Customer environment, packages being redone)	X	
<b>Application Software Image Build and Deployment</b>			
17.	Define Application Software image specifications and deployment plans	X	
18.	Provide business requirements required for Service Provider to define Application Software image(s)		X
19.	Review and approve Application Software image specifications and deployment plans		X

No.	Responsibility	Service Provider	Customer
20.	Build the Customer Application Software image	X	
21.	Conduct End-User testing of Application Software image(s)	X	
22.	Validate that software images perform in accordance with the approved specifications		X
23.	Approve Application Software image(s) for deployment		X
24.	Conduct deployment testing to verify that images can be deployed successfully and operate with all supported applications, hardware and Software	X	
25.	Manage deployment efforts using formal project management tools, methodologies and standards (e.g., ITIL change and configuration management practices)	X	
26.	Electronically deploy approved Application Software image(s) on applicable devices	X	
27.	Provide image package lifecycle management tracking and reporting (e.g., all packages in the Customer environment, packages being redone)	X	
28.	Manage and maintain the End-User device software portfolio	X	
<b>IMACDs</b>			
29.	Perform equipment and software installations, moves, adds, changes, and disposals (“IMACDs”) and re-installations in accordance with the specific Service Request, procedures and other application policies (e.g., information security policies)	X	
30.	Conduct data and application migration that is necessary due to any hardware or software IMACDs and re-installations	X	
31.	Perform coordination functions for the management and allocation of IMACDs	X	
32.	Receive equipment in accordance with the IMACD Service Request	X	
33.	Service equipment in accordance with the IMACD Service Request	X	
34.	Provide End-User basic user training as requested when installing a new standard device	X	
35.	Maintain a Definitive Software Library (DSL), which holds the master copy and associated documentation for Software	X	
36.	Package and transit equipment to new internal Customer location	X	
37.	Package of equipment to new sites or locations	X	
38.	Formal sign-off of device handover to the End User after completion of IMACD Service Request	X	
39.	Provide and install firmware updates and upgrades on the physical device	X	
40.	Provide on-site desk side support in order to assist help End Users Resolve Incidents and/or to fulfill Service Requests that cannot be addressed by remote means	X	
41.	Apply asset management tags and update appropriate database (e.g., asset management database) per the Procedures Manual	X	
<b>Break-Fix</b>			
42.	Coordinate with the Service Desk and all other necessary Service Provider, Third Party and Customer support organizations to manage all on-site break/fix Incidents and Service Requests to Resolution and closure	X	

No.	Responsibility	Service Provider	Customer
43.	Coordinate with End-User or other site staff to schedule on-site technical support visit in response to an escalated Incident or Service Request	X	
44.	Dispatch appropriate Level 2 or Level 3 technician(s) in response to an escalated Incident or Service Request, including out of scope hardware components, if authorized by Customer (Service Provider to provide support for out of scope hardware components on a best efforts basis)	X	
45.	Provide Level 2 onsite break/fix support for Customer peripheral devices (e.g., audio visual projectors, conference room video and audio equipment)	X	
46.	Provide after-hours Level 2 or 3 support for City Council and Commission meetings	X	
47.	Review Service Desk ticket history including previous tickets for the same issue such as status and Resolution before arrival at on-site Customer location where work will be performed (e.g., response to break/fix Incident, Service Request, IMACD)	X	
48.	Minimize handoff of open tickets to new Service Provider End-User personnel when possible	X	
49.	Troubleshoot, diagnose, and Resolve Incidents for devices, including removing and/or repairing physically broken or inoperable devices	X	
50.	Conduct proactive and preventative maintenance of devices for which support has been requested during each on-site technical support visit	X	
51.	Install malware protection software (e.g., anti-virus, anti-SPAM, anti-spyware) on all network attached devices for which Service Provider discovers inadequate or improper virus protection	X	
52.	Maintain agreements with vendor/third party for repair of in-warranty equipment		X
53.	Coordinate with OEM hardware maintenance supplier to repair failed hardware for in-warranty devices	X	
54.	Diagnose and identify/confirm fault and execute process defined in Procedures Manual for service of non-warranty device failures. This may entail replacement with a spare after initial triage or initiation of the procurement process	X	
55.	Use of swap pool or 'hot-swap' devices as appropriate, or use of Customer supplied parts to repair for non-warranty devices	X	
56.	Obtain quote for repair then obtain authorization from Customer for expenditure for repair of non-warranty devices	X	
57.	Restore work area to pre-repair condition	X	
58.	Obtain End-User acknowledgment for Resolution of Incident or completion of Service Request	X	
59.	Update knowledge base during and after Resolution of break/fix Incidents and Service Requests	X	
<b>Swap Pool and Spares Management</b>			
60.	Establish and maintain equipment sparing requirements and spares inventory levels to meet Service Levels	X	
61.	Package and ship failed equipment to the manufacturer or authorized third party for repair	X	
62.	Position and store spare equipment in accordance with	X	

No.	Responsibility	Service Provider	Customer
	agreed policies or protocols		
63.	Provide a quarterly report identifying equipment at or near end-of-life and its impact on spare parts inventories and service repairs	X	
64.	Provide loan equipment for the temporary replacement of hardware that requires off-site repair		X
65.	Maintain financial responsibility for spare systems required for provisioning, and maintenance of spare parts inventory		X
66.	Administer manufacturer warranty repair or replacement on pool spares equipment	X	
<b>VIP Support</b>			
67.	Prioritize and escalate Incidents from End-Users and determine those that fall under agreed criteria for special handling such as VIP executive support or other business critical systems and functions	X	
68.	Provide list of VIP users and update as necessary		X
69.	Provide after-hours Level 2 or 3 on-site support for Customer VIPs, as requested on an exception basis	X	
<b>Mobile Device Administration</b>			
70.	Set up new user accounts on mobile devices	X	
71.	Establish mobile device connectivity with Customer networks as relevant (e.g., wired network, Wi-Fi, public safety networks) and ensure that End-User is able to access Customer resources required to perform their job (e.g., systems access)	X	
72.	Set mobile device settings in accordance with Customer approved policies (e.g. security, accessibility, data)	X	
73.	Install Customer required applications that may not be included in the Core Software or Application Software images	X	
74.	Establish connectivity to approved City mobile application capabilities (e.g., on premise COTS, SaaS)	X	
<b>Smart Phone and Tablet-Specific Administration and Support</b>			
75.	Establish voice and/or data service connectivity for Customer through Third Party service providers as relevant	X	
76.	Create a process for authorizing the provisioning of smartphones and tablets and manage aspects of provisioning, maintenance, support and termination of Services	X	
77.	Coordinate the repair of smartphones and tablets	X	
78.	Contact the appropriate Third Party service provider(s) to arrange repair	X	
79.	Obtain a RMA (return materials authorization) if required	X	
80.	Coordinate the issuance of new smartphones and tablets, the replacement of lost or stolen smartphones and tablets, and the recovery of smartphones and tablets no longer required	X	
81.	Provide mailbox and calendar service management for authorized smartphones and tablets	X	
82.	Re-load data or back up files as necessary	X	
<b>Printers, Plotters, Scanners, MFD, Copier Support</b>			
83.	Provide on-site Level 1 triage for printers, scanners, plotters, MFDs, copiers	X	
84.	Maintain support agreements with Third Party providers for Level 2 and Level 3 break-fix		X
85.	Coordinate with Third Party service providers for Level 2 and	X	

No.	Responsibility	Service Provider	Customer
	Level 3 support and hardware break-fix		
	<b>LAN Cabling</b>		
86.	Triage LAN / voice cabling issues and coordinate repair with cabling vendor if required	X	
87.	Establish support agreements with cabling vendor as required		X
88.	Manage and maintain the End-User device software portfolio		
89.	Coordinate Third Party Level 2 and Level 3 support for LAN cabling	X	
	<b>Continuous Improvement</b>		
90.	Assist departments to configure and obtain quotations for hardware and End-User software purchases	X	
91.	Recommend and maintain hardware standards for End-User hardware	X	

**EXHIBIT 3: END-USER SUPPORTED HARDWARE, SOFTWARE, TOOLS AND IMAGES**

The Service Provider will support the hardware and Software in the End-User environment, including such hardware and Software existing as of the applicable Service Commencement Date and new hardware and Software added during the Term (the “End-User Supported Hardware” and “End-User Supported Software,” respectively). The End-User Supported Hardware and End-User Supported Software includes the hardware and software set forth in Schedule 3B, Exhibit 3 (Service Desk and End-User Supported Hardware and Software).

Service Provider will support all Customer-defined core images in the End User environment, including such images existing as of the applicable Service Commencement Date and new images added during the term of the Agreement. The End-User Supported Hardware and End-User Supported Images includes the images set forth in this Schedule 3C, Exhibit 3, attached hereto.

The tools and that Service Provider will use in the delivery of the End User Services include those set forth in this Schedule 3C, Exhibit 3, attached hereto.

Service Provider will update Schedule 3C, Exhibit 3 throughout the term of the Agreement.

**SCHEDULE 3C**  
**EXHIBIT 3**  
**END USER MANAGEMENT TOOLS**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**UNISYS CORPORATION**

**Schedule 3C, Exhibit 3**

**End User Management Tools**

This is Schedule 3C, Exhibit 3 (End User Management Tools) to the Agreement between the City of Santa Clara and Service Provider.

Service Provider shall provide and utilize the tools listed in Table 1 below, in connection with its performance of the Services.

**Table 1. End User Management Tools**

End User Management Tools		
Function	Product	Description
Electronic Software Distribution and Version Control	City provided Microsoft System Center Configuration Manager (SCCM)	Enterprise Device Management S/W for distribution of s/w, images, patches.
Core Security and Vulnerability Protection	City Provided System Center Endpoint Protection (SCEP) functionality;	Used for antivirus and anti-malware protection.
OS Imaging, Device Management, Patches, Distribution	1 - City provided Microsoft System Center Configuration Manager (SCCM) 2 - Microsoft provided MDT (Microsoft Deployment Toolkit)	1 - Enterprise Device Management S/W for distribution of s/w, images, patches. 2 – Microsoft freeware for image development and distribution
Account Management, DNS support	City Provided Windows Active Directory	Unisys uses the Windows Active Directory Functionality to perform this support.
Flexera Admin Studio, licensed by Unisys for CSC Account Use	Application Packaging Tool Suite by Flexera	Flexera Admin Studio, licensed by Unisys for CSC Account Use
Troubleshoot Windows PC remotely	Remote Control Viewer part of SCCM	Used by by Unisys staff to troubleshoot user issues remotely
Mobile Device Management	City Access to Dept. of Justice Provided AIRWATCH software	Mobile Device Management tool suite for administration of mobile devices.

**SCHEDULE 3D**  
**ENTERPRISE COMPUTE SERVICES SOW**  
**TO MASTER SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## 1. Overview

This Statement of Work for Enterprise Compute Services (“SOW”) has been entered into pursuant to the Master Services Agreement (the “MSA”) between Customer and Service Provider.

In addition to the Enterprise Compute Services, Service Provider will perform the cross-functional functions described in Schedule 3A to the Agreement.

Service Provider will be responsible for providing the tools required to deliver the Enterprise Compute Services set forth in this Schedule, unless otherwise agreed to by Customer.

Capitalized terms used in this SOW have the meanings set forth in Exhibit 1.

## 2. Service Description and Major Functions

Service Provider’s Enterprise Compute Services include operational management and project support for the City data center and enterprise network, end to end management of the City’s enterprise and department business application infrastructure, enterprise solution services and support services for third party hosted cloud-based services as set forth in Section 2 (“Services”). Enterprise Compute Services include:

- Computing Services
  - On Premise Application Infrastructure Management
  - Third Party Cloud Services Support
  - Enterprise Computing Operations
  - Storage and Data Management
  - Physical Database Support
  - Web Support
  - Application Support
  - IT Service Continuity and Disaster Recovery
- Enterprise Solution Services
  - Remote Access
  - Messaging
  - Collaboration
  - Mobility
- Network Services
  - Design and Engineering
  - Provisioning
  - Transport
  - Operations and Administration
  - Monitoring and Reporting
  - Documentation
  - Security Planning and Operations
  - Firewall Management

- Security Intrusion Prevention and Detection

Without limiting Service Provider's obligations under the Agreement, including this Schedule 3D and the other Schedules referenced in the Agreement, Service Provider's solution and technical approaches for this Service Area shall conform with the Service Provider's solution and technical approaches as provided in the following documents, as such documents may be amended during the term of this Agreement by the Parties in writing, and which are hereby incorporated into this Schedule 3D by reference. Nothing in the following documents shall limit Service Provider's obligations under the Agreement. If the provisions of this Schedule 3D or any other Schedule (including Appendixes) conflict with one or more of the following documents, the provisions of this Schedule 3D or such other Schedule (including Appendixes) shall control.

- Final Service Area Solutions.docx

### 3. Supported Systems and Quantities

The baseline quantities supported by Enterprise Compute Services are listed in Schedule 5 - Fees.

### 4. Responsibility Matrix

Exhibit 2 sets forth the Responsibility Matrix for services relevant to this SOW.

### 5. Support Requirements

- Remote Service will be provided 24x7
- Non-Incident / event activities will be performed during Customer's normal business hours. The normal Customer business hours are 7:00 am – 7:00 pm (Pacific Time), Monday through Friday.
- Onsite support will be provided during normal business hours
- Onsite after hours support will be provided for Priority 1 Incidents (e.g. impact to public safety) or as otherwise required to meet Service Levels (e.g., during pre-defined maintenance windows)

### 6. Service Levels

The Service Levels applicable for Enterprise Compute Services is provided in Schedule 4. Customer may change or add Service Levels through the Change Control Procedures.

### 7. Reports

Service Provider shall provide reports relating to the Enterprise Compute Services, as set forth in Schedule 7 – Reports.

### 8. Critical Deliverables

As of the Effective Date of the Agreement, the Critical Deliverables associated with Enterprise Compute Services are provided in Schedule 3A Cross – Functional Services, Critical Deliverables section.

## 9. Changes to MSA

This SOW does not change any terms in the MSA and its Schedules.

**EXHIBIT 1 – DEFINITIONS**

See Schedule 1 – Definitions for definitions applicable to this Schedule.

### EXHIBIT 2 – RESPONSIBILITY MATRIX

The Responsibility Matrix below shows which party is responsible for the listed task. The scope of the Enterprise Compute Services includes all operational and project-based work to provide the Enterprise Compute Services. Service Provider’s responsibilities shall include cross-Service Tower coordination of the Enterprise Computing Services. It is not the intent of the Responsibility Matrix to absolutely identify or define every process, activity or task to be performed by Service Provider as a managed services function.

The responsibility matrix for Enterprise Compute Services is set out below.

## Computing Services

### On Premise Application Infrastructure Management

The following table applies to the Customer’s on premise data center and on premise hosted applications :

Function/Responsibility	Service Provider	Customer
<b>Server Operations Administration</b>		
1. Control and reconfigure servers, operating systems, processing complexes, peripheral sub-systems and applications	X	
2. Provide proactive real-time and regularly scheduled console monitoring and event correlation of data center core infrastructure and application systems infrastructure environments (e.g., hardware, server batch schedules, interfaces, database table spaces, LAN/VLANs) and application systems, respond to console messages and alerts, correlate alerts and take corrective actions as required (e.g., Level 1.5 support such as script execution). Key data center and systems events will be interfaced to, ingested by, and processed by the enterprise SIEM system	X	
3. Develop and maintain standard automated scripts to perform monitoring of Data Center core and application systems infrastructure	X	
4. Configure and monitor in-scope physical processing partitions, input/output sub-systems, channels and peripheral devices	X	
5. Ensure that system devices are maintained in accordance with the build documentation or manufacturer’s instructions	X	
6. Monitor power, air conditioning and other environmental factors	X	
7. Administer system processes using physical intervention and according to agreed policies and procedures	X	
8. Provide primary detection and diagnosis of server environment failure, such as environmental failure	X	
9. Assign or reassign server resources to maintain load balancing	X	
10. Synchronize clocks on system devices with the central time server	X	
11. Recommend maintenance for the enterprise computing configuration based on good practice and manufacturer instructions	X	
12. Proactively evaluate servers and identify and recommend strategies and efficiency opportunities (e.g., consolidation, reduction and virtualization)	X	
13. Automate operations that would otherwise require human intervention and that occur automatically based on schedules, events, threshold,	X	

Function/Responsibility	Service Provider	Customer
or status changes. These are routine systems activities as distinct from job or workload scheduling		
14. Use single or aggregated consoles (single point of operation) to provide access for operations to receive event streams or routine console messages. Provide for logging, resumption or commencement of jobs, error indication and other acts that require operator intervention or action. Provide console automation	X	
15. Configure and monitor in-scope physical processing partitions, input/output sub-systems, channels and peripheral devices. Monitor power, air conditioning and other environmental factors. Check that system devices are maintained in accordance with the build documentation or manufacturer's instructions	X	
16. Administer system processes using physical intervention and according to agreed policies and procedures	X	
17. Provide primary detection and diagnosis of server environment failure, such as environmental failure	X	
18. Assign or reassign server resources to maintain load balancing	X	
19. Synchronize clocks on system devices with the central time Server	X	
20. Recommend maintenance for the enterprise computing configuration based on good practice and manufacturer instructions	X	
21. Automate operations that would otherwise require human intervention and that occur automatically based on schedules, events, threshold, or status changes. These are routine systems activities as distinct from job or workload scheduling	X	
<b>Operating Environment Support</b>		
22. Provide standard procedural deployment of operating system and firmware versions	X	
23. Provide an ongoing managed server state in accordance with agreed maintenance schedules and Service Levels. Such as monitoring for, and notification of, updates and revisions of the operating environment for review, acceptance by the Customer and the raising of appropriate Change controls	X	
24. Install and maintain Customer-approved, data center core and application system infrastructure, middleware and database technology solutions and services (e.g., virtual LAN, LAN switching schema, server virtualization technology, mainframe system, private cloud and public cloud solutions) based on current and emerging Customer business and IT requirements and security policies and standards	X	
25. Provide and install firmware upgrades to in-scope information communication technology equipment	X	
26. Control and maintain the base components of the operating system and system Software that manages the hardware and Software resources of a computer. This comprises remote systems access and / or take-over (remote control). This also comprises the regular check schedules	X	
27. Provide analysis and Level 2 support to either address Incidents or support requests. Where required, to identify the appropriate Level 3 support teams for escalation and re-assignment	X	

Function/Responsibility	Service Provider	Customer
28. Provide Level 3 support on In-scope equipment such as developing and deploying support resolutions or fixes. Where appropriate, identify the external service provider(s) and co-ordinate a solution	X	
29. Develop, deploy and maintain appropriate operating level scripts to automate the delivery of operating system activities	X	
30. Manage and maintain roadmap for data center environment renewals (e.g., hardware, Software and tools)	X	
<b>System Administration</b>		
31. Perform system administration activities (e.g., manage Active Directory, perform access control on infrastructure components, manage files and disk space, manage transaction definitions, system maintenance and patching)	X	
32. Perform system administration Changes necessary to support Services and application systems processing needs in accordance with change management requirements	X	
33. Perform Active Directory design based on Customer requirements (e.g., group design)	X	
34. Approve Active Directory design		X
35. Implement, configure, manage and administer Active Directory (e.g., groups and domains, replication schedules, database corruption, inter-regional issues, DNS registration, LDAP, and IP address ranges)	X	
36. Document and support Customer internal and external system interface/EDI/ FTP requirements and policies, including transport delivery locations, providers, format and schedule requirements	X	
37. Develop and maintain a repository of all Customer interface/EDI/FTP and distribution entities	X	
38. Install, manage and maintain infrastructure required to securely deliver system interface/EDI/FTP transactions	X	
39. Conduct change and testing processes and services associated with interface/EDI/FTP transactions	X	
40. Execute interface/EDI/FTP production and test distribution according to production schedules	X	
41. Monitor all interface, EDI and FTP transactions to ensure proper completion	X	
42. Resolve and rerun transactions as required and escalate non-resolved interface/EDI/FTP transactions as required	X	
43. Interface directly with Customer and external interface/EDI/FTP distribution entities according to policies and procedures	X	
<b>Facilities</b>		
44. Provide the building services within the in-scope facilities		X
45. Maintain power, air conditioning and other environmental factors in accordance with data center classification policies		X
46. Develop and maintain a preventative maintenance schedule and coordinate maintenance activities with third party providers (e.g., HVAC, fire suppression)	X	
47. Manage Third Party relationships for the in scope facilities (e.g., power, air conditioning and other environmental factors) and escalate to the City and Third Party providers as required to address and	X	

Function/Responsibility	Service Provider	Customer
Resolve Incidents		
48. Manage the physical security of the in-scope facilities		X
49. Provide an environment to house servers and information communication technology equipment in facilities other than data centers		X
50. Provide the housing facilities within the non-data center site locations		X
51. Maintain power, air conditioning and other environmental factors as appropriate relative to the quality of the facility		X
52. Monitor power, air conditioning and other environmental factors as appropriate	X	
53. Manage the physical security of the non-data center facilities		X
54. Maintain and manage the audit logs and access records for non-data center facilities		X
55. Report on the audit logs and access records within the boundaries of the technology provided	X	
56. Provide a secure workspace for the non-data center operations staff		X

### Third Party Cloud Services Support

The following table applies to third party cloud-based services (e.g., infrastructure, storage, backup and network):

Function/Responsibility	Service Provider	Customer
<b>Cloud Services Support</b>		
1. Manage Customer's current and future cloud environments (e.g., compute, databases, storage, backup, network, management tools and processes)	X	
2. Manage and deliver Customer's cloud computing environments and solutions based on Customer's objectives and strategy	X	
3. Perform cloud infrastructure orchestration services (e.g., server and storage provisioning, API and web portal/catalog access, service management, backup, orchestration, and resource management functions) with Third Parties	X	
4. Coordinate with Third Party cloud vendors as required to maintain Services, Resolve Incidents and achieve Service Levels	X	
5. Provide monitoring (e.g., application performance and availability) of Customer's application environment including ingesting and processing cloud-based system events in the enterprise SIEM system.	X	
6. Provide consolidated reporting of cloud and non cloud-based services, and include as part of Service Provider's ongoing operational reporting	X	

### Enterprise Computing Operations

Function/Responsibility	Service Provider	Customer
<b>Directory, Name and Address Management</b>		
1. Manage and provide for the availability of directory, name and address systems in accordance with business service requirements	X	
2. Perform activities to provide for the availability of domain name system (DNS) services	X	
3. Perform activities to provide for the availability of dynamic host configuration protocol (DHCP) systems	X	
4. Perform necessary activities to provide availability of directory systems	X	
<b>Production Schedule Management</b>		
5. Add, modify or remove automated, scheduled system activities such as the identification of their appropriate precursors and dependencies. Undertake these changes at the appropriate time, monitor for the appropriate completion and carry out appropriate remedial tasks if these fail inside the relevant pre-defined time constraints. Manage and automate jobs, such as workloads, batches, transaction services, continuous processes, or operating and application services	X	
6. Establish job or workload characteristics of job activity	X	
7. Schedule jobs and provide scheduling workarounds or advice as to alternative timing	X	
8. Execute and manage on-line and batch processing in accordance with production schedules	X	
9. Monitor on-line and batch processing and escalate alarms to the Service Desk	X	
10. Provide reporting on threshold breaches in accordance with Service Levels. Make recommendations to modify threshold limits or operating baselines in the cases of under or over reporting	X	
<b>Utilization Management</b>		
11. Monitor consumable resources against planned allocation and report in accordance with the Service Levels. Establish a baseline for infrastructure usage	X	
12. Analyze and review the monitoring outputs and review the configuration, processor performance, memory usage, and I/O utilization of in-scope environments to identify potential processing bottlenecks and imbalances in order to make recommendations as to potential Changes within the environment	X	
13. Collect data for total resource utilization and data for the load that each service places on each particular resource (over the total infrastructure, server, network, local server and client or workstation)	X	
14. Provide enterprise wide computing reporting on resource consumption and utilization activities in accordance with agreed requirements and Service Levels	X	
<b>Performance Management</b>		
15. Establish thresholds, baselines or profiles of the normal operating levels against which the system can be periodically audited or monitored. Establish the normal boundaries for the operating environment or specific applications within the environment	X	

Function/Responsibility	Service Provider	Customer
16. Provide business driven thresholds and specification		X
17. Monitor all on premise and cloud-based systems and specific applications 24x7x365 for transaction throughput rates, Response times and potential performance issues including providing alerts when service-affecting performance issues arise. With respect to cloud-based systems, this relates to information available for standard integration into cloud management platforms	X	
18. Monitor the enterprise computing environmental factors to identify potential performance Problems based on configuration or environmental factors within the boundaries of technology provided	X	
19. Monitor the application environment to identify potential performance Problems affecting the end-to-end performance and the End-User experience due to internal application locks or contention. Assumes applications have monitor hook points or operational inspection points	X	
20. Proactively monitor end-to-end application and system components to provide baseline End-User response measures, report deviations from normal, and provide Resolution and enhancement activity to maintain and improve end-to-end Response times	X	
21. Analyze the monitoring outputs and review the configuration, processor performance, memory usage, and I/O utilization of in-scope equipment	X	
22. Report on the monitoring outputs identifying potential processing bottlenecks and imbalances and to make recommendations as to potential Changes within the environment	X	
23. Review performance reporting and conduct appropriate tuning actions to address any identified performance deficiencies	X	
<b>Availability Management</b>		
24. Create and manage an Availability management plan to establish an integrated process for identifying, documenting, monitoring, evaluating and controlling the Customer's technology, systems or information technology Services	X	
25. Have the entitlement to own the end-to-end process across all environments. Coordinate and control the participation in the process for all service providers, such as the provision, support and maintenance of the Availability Plan for components of this environment	X	
26. Provide input to the Availability Plan in relation to CIs in this environment.	X	
27. Analyze and determine the infrastructure required to achieve efficient use of resources to deliver Service requirements	X	
28. Monitor and measure Service Levels and key performance indicators for Availability in accordance with the availability management plan. Report both status and exceptions	X	
29. Provide monitoring and trend analysis of the Availability, reliability and maintainability of technology, systems or information technology Services to identify areas for improvement	X	
30. Design and manage plans to improve availability	X	
31. Provide strategy reviews using trend analysis to review service Availability against planned future requirements	X	

Function/Responsibility	Service Provider	Customer
32. Plan for new and enhanced Services in accordance with forecasting activities	X	
33. Prioritize and approve new and enhanced Services through the Change Management process		X
34. Identify threats and vulnerabilities to the ongoing Availability of the Service in accordance with diagnosed trends and future proposed developments	X	

### Storage and Data Management

Function/Responsibility	Service Provider	Customer
<b>Storage and Data Management (General)</b>		
1. Gather storage requirements (e.g., performance, level of data segregation, backup, restore, archival, data retention, reliability, encryption, security, scheduling, access control) and storage strategy (e.g., on prem or cloud)	X	
2. Recommend data storage management Services solutions (e.g., shared/dedicated storage, tiered storage, platforms, supporting infrastructure, encryption, security, scheduling, access control) and procedures to meet Customer's on prem or cloud requirements in accordance with storage strategy	X	
3. Monitor storage levels against capacity and notify Customer when storage capacity reaches defined thresholds	X	
4. Manage storage consumption for and within applications and/or systems so that the appropriate users or applications have the correct quotas and that usage falls within the guidelines for capacity and usage as defined in the Procedures Manual	X	
5. Recommend additional storage capacity based on capacity and projected growth	X	
6. Review and approve Service Provider recommendations for additional storage capacity		X
7. Provide monthly monitoring and analysis of stored data in terms of size, location, and type for exceptions in accordance with agreed policies as defined in the Procedures Manual	X	
<b>Storage and Data Management (cloud)</b>		
8. Manage Third Party provider's cloud-based storage solution for Customer's cloud storage	X	
9. Manage implementation of Customer approved cloud storage capacity with cloud storage provider	X	
10. Remove (archive or delete) expired data in accordance with the archiving, retention and deletion policies defined in the Procedures Manual.	X	
<b>Storage and Data Management (on premise)</b>		
11. Manage In-Scope equipment in accordance with the storage policy defined in the Procedures Manual	X	
12. Implement Customer approved changes to storage capacity	X	
13. Manage disk and storage arrays in accordance with policy defined in the Procedures Manual	X	

Function/Responsibility	Service Provider	Customer
14. Provide for the allocation and initialization of disk and storage arrays in terms of usage and location	X	
15. Modify and upgrade the allocation of disk arrays and disk packs based on business requirements as requested by the Customer	X	
16. Provide monthly monitoring and analysis of disk and storage arrays for exceptions in accordance with agreed policies	X	
17. Provide for the initialization, recovery and resizing of file systems based on utilization and/or projected growth	X	
<b>Data Transfer</b>		
18. Maintain processes for file transfer to and from required systems, verifying successful transfer and data verification	X	
<b>Back-Up and Restore Operations (on premise)</b>		
19. Execute and monitor the backup, recovery and archive activity within the Customer environment in accordance with the storage policy defined in the Procedures Manual	X	
20. Provide backup schedules and effectiveness reporting, especially in distributed environments	X	
21. Perform media backup on a centralized and/or remote basis	X	
22. Restore or recover lost or damaged data from backup media upon Customer request in accordance with the media and data catalog	X	
23. Testing of media backups to determine media readability as defined in the Procedures Manual	X	
24. Pre and post testing of backup subsystems such as reporting on success and failure rates	X	
25. Testing of media restores to determine media readability and data validity as requested	X	
26. Prior to and after post testing of restores such as reporting on success and failure rates	X	
<b>Media Management and Library Management</b>		
27. Maintain and schedule automated media devices, such as auto-identification, tagging and security of physical media and associated data	X	
28. Maintain the schedule of media packaging and off-site dispatch	X	
29. Maintain a usage and availability register so that adequate physical media is available to meet actual and forecasted usage. Perform escalation in accordance with agreed policies when thresholds are exceeded		
30. Provide secure storage of Customer media at the data center, off-site or Customer site location, maintain records of media movement and provide periodic reports or audits of media store	X	
31. Prior to and after post testing of restores such as reporting on success and failure rates	X	

**Physical Database Support**

Function/Responsibility	Service Provider	Customer
1. Configure and maintain the Customer's database servers	X	
2. Install, configure and maintain database software to support the	X	

Function/Responsibility	Service Provider	Customer
normal business operation of Customer applications and other software components associated with databases		
3. Perform Customer database requests (e.g., database copies/cloning, data import/export requests, Service Requests)	X	
4. Perform database administrative tasks (e.g., database link creation and maintenance, tablespace reorganizations, database space monitoring and management, security/permissions, user ID administration, performance/threshold monitoring, tuning, database cleanups/archiving)	X	
5. Analyze, identify and troubleshoot issues in databases (e.g., corruption)	X	
6. Execute all database system level Changes (e.g., initialization parameters)		
7. Execute all schema Changes for all instances and allow for rollback of data	X	
8. Implement database data definition requirements for applications (e.g., IMAC for tables, triggers, attributes, stored procedures)	X	
9. Maintain documentation for all database instance parameters and system settings	X	
10. Proactively identify and remediate bottlenecks (e.g., locking conflicts, latch contention, rollback requirements) for all database instances	X	
11. Resolve locking conflicts, latch contention, rollback requirements, problematic SQL, processes, etc., for all database instances	X	
12. Provide technical assistance and subject matter expertise to Customer and Third Party Provider applications groups	X	
13. Proactively monitor databases and report Incidents to the Service Desk	X	

### Web Support

Function/Responsibility	Service Provider	Customer
1. Develop architecture, standards and requirements for web-based application systems and web server infrastructure	X	
2. Approve architecture and design of web-based application systems and web server infrastructure		X
3. Install, configure, support and maintain web-based application systems and web server infrastructure components (e.g., DMZ infrastructure, hardened servers, middleware, SSL certificates)	X	
4. Manage web proxy services, including user support, administration, and management	X	
5. Manage web content and relationships with Third Party providers of web content/application	X	
6. Coordinate with Customer and Third Party providers to perform Incident and Problem identification and Resolution activities	X	
7. Monitor and report on Customer's web site and web server activity (e.g., inbound and outbound traffic, bandwidth usage, security vulnerability, cyber-attacks, number of web site hits, Availability and response time)	X	

**Application Support**

Function/Responsibility	Service Provider	Customer
1. Build application landscapes and transition Customer applications as required, including working with Third Parties as relevant	X	
2. Support applications test-to-production migration activities	X	
3. Perform application tuning and reporting and make recommendations to improve performance as requested	X	
4. Migrate, configure and maintain application and operating Software for Customer's production version(s) as of the Service Commencement Date and two previous sequential versions	X	
5. Migrate, configure and maintain application software version modifications, release modifications and patch modifications	X	
6. Perform software fault isolation, troubleshooting and failure recovery	X	
7. Interface with Customer and Third Party provider application development and support groups as required during application development and maintenance activities	X	
8. Coordinate with Customer and Third Party providers to ascertain ongoing infrastructure support requirements and specifications for applications	X	
9. Perform application release modifications and patch modifications as required in accordance with the applicable release calendar	X	
10. Apply application hot pack packages and patches as required	X	

**IT Service Continuity and Disaster Recovery**

Function/Responsibility	Service Provider	Customer
1. Establish and execute processes to ensure the Disaster Recovery Plan is kept up-to-date in order to reflect Changes in Customer environment	X	
2. Participate in Disaster Recovery Plan testing		X
3. Lead semi-annual (at minimum) disaster recovery status review meeting to include review of disaster recovery strategy, technical enhancements to the Disaster Recovery Plan and Disaster Recovery Plan changes based on changes in the production environment, including updates to the Business Continuity Plan based on dependencies on IT Disaster Recovery capabilities	X	
4. Participate in semi-annual disaster recovery status review meeting		X
5. Perform scheduled Disaster Recovery Plan tests in accordance with Customer's requirements, and notify Customer of any deficiencies in the Disaster Recovery Plan and infrastructure environments that prevent the successful recovery of application systems	X	
6. Coordinate involvement of all actual Disaster recovery and Disaster recovery test participants (e.g., Customer, Third Party Providers, End Users)	X	
7. Track and report Disaster Recovery Plan test results to Customer	X	

Function/Responsibility	Service Provider	Customer
within 30 days following test completion		
8. Approve Disaster Recovery Plan test results		X
9. Develop action plan to address Disaster recovery test results	X	
10. Approve action plan to address Disaster recovery test results		X
11. Implement action plan and provide ongoing status until completion	X	
12. Advise and recommend on potential Disaster situations, based on established protocols	X	
13. Declare Disaster		X
14. Activate the Disaster Recovery Plan in the event of a Disaster and notify Customer and Third Party providers in accordance with the Disaster Recovery Plan	X	
15. Coordinate with Customer and Third Party providers during a Disaster in accordance with the applicable Disaster Recovery Plan	X	
16. Implement the Disaster Recovery Plan and conduct activities required to recover the Services in accordance with the Disaster Recovery Plan	X	

### Enterprise Solution Services

Function/Responsibility	Service Provider	Customer
<b>General</b>		
1. Meet with Customer departments to advise them on how they can better utilize available enterprise solution to improve their business outcomes	X	
<b>Remote Access</b>		
2. Provide Customer requirements and Customer policies related to remote access		X
3. Install, manage, maintain and support remote access hardware and Software	X	
4. Test connectivity and accessibility to applications made available via remote access	X	
5. Provide technical assistance and subject matter expertise as required by other IT Service Towers and Third Party providers for remote access products and solutions	X	
6. Perform system or component configuration changes necessary to support remote access	X	
<b>Messaging</b>		
7. Maintain Customer current (on premise) and future (e.g., Microsoft 365) messaging solution and procedures	X	
8. Manage, configure, maintain and support Customer's on premise messaging infrastructure and application environment	X	
9. Provision licenses for current and future messaging solutions		X
10. Define mailbox provisioning policies (e.g., retention, size, archival)		X

Function/Responsibility	Service Provider	Customer
11. Provide email system administration services (e.g., mailbox administration, add/move/delete, mailbox permissions, creation of distribution lists and owners), including wireless device components for current (on premise) and future messaging solutions	X	
12. Provide public folder administration services (e.g., creation/deletion of folders, folder owner permissions and ownership assignment, and folder replication management) for current state (i.e., on premise) and future environments	X	
13. Install, test, provide technical support, database administration and security administration for messaging applications for current state (i.e., on premise) environments	X	
14. Provide messaging technical assistance and subject matter expertise support as required by Customer and Third Party providers	X	
15. Provide messaging backup and recovery and archiving to meet Customer requirements (e.g., business, regulatory, compliance requirements) for current state (i.e., on premise) environments	X	
<b>Collaboration</b>		
16. Perform site administration function for Customer collaboration sites (e.g., site permissions, site creation and configuration)	X	
17. Provide Service Provider with requirements for initial site setup		X
18. Assist Customer with initial setup of collaboration sites	X	
19. Provide functional and “how to” support to Customer	X	
20. Provide support in troubleshooting site problems	X	
21. Provide user training to Customer users (e.g., features, functionality, customization)	X	
<b>Mobility</b>		
22. Manage solution to provide mobile device management service for Customer	X	
23. Gather End-User requirements for mobility devices (e.g., applications, functionality, access)	X	
24. Support and use Third Party provider’s SaaS-based tool (e.g., AirWatch Cloud) to manage mobility devices (e.g., device adds, new user account setup, network connectivity, user account modifications, security settings, operating system and application distribution, configuration settings, patching, data distribution, device removal)	X	
25. Manage and support Customer mobile devices based on End-User requirements and Customer policies	X	
26. Configure user authentication and access controls to enforce standard device security, authentication and encryption	X	

## Network Services

### Network Design and Engineering Services

Function/Responsibility	Service Provider	Customer
1. Prepare and provide network design, engineering, security plans and schedules (e.g., service design package) to support new and enhanced applications, architectures and standards based on established procedures as needed or requested by Customer	X	
2. Approve network design, engineering, security plans and schedules		X
3. Provide recommendations for optimizing network design	X	
4. Approve recommendations for optimizing network design		X
5. Coordinate with customer and third parties as required to meet service requirements and Service Levels	X	
6. Implement Customer-approved changes to the network environment in accordance with the change management process	X	
7. Develop schedule for implementation of changes to the network environment for Customer's review and approval	X	
8. Approve schedule for implementation of Changes to the network environment		X
9. Coordinate design and engineering efforts with Customer and Third Parties as required	X	
10. Provide technical advice to all IT groups and Service Towers to optimize utilization of data and applications over the network (e.g., Customer IT architects, Third Party application development and maintenance service provider)	X	

### Network Provisioning Services

Function/Responsibility	Service Provider	Customer
1. Specify network provisioning physical requirements (e.g., power, floor space)	X	
2. Coordinate ordering, procurement and inventory management of network components	X	
3. Order and expedite delivery of network equipment and services	X	
4. Coordinate and oversee third-party installation activities (e.g., in Data Center router installation)	X	
5. Install equipment and establish connectivity as required in accordance the Customer policies relating to compliance standards	X	
6. Document router configuration files and IP addressing schemas and standards	X	
7. Ensure that all new network components provisioned are included in all Cross Functional Services-related documentation (e.g., asset management and configuration management)	X	
8. Upgrade, remove, and decommission network components, as	X	

Function/Responsibility	Service Provider	Customer
required, from the data center as required, per agreed schedules and in accordance with Customer policies		

**Network Transport Services**

Function/Responsibility	Service Provider	Customer
1. Schedule, coordinate, and perform support activities for Network Transport Services	X	
2. Procure Network Transport Services to the Customer as requested	X	
3. Coordinate and manage the installation, testing, and support activities of transport vendors as a Project.	X	
4. Perform yearly reviews with the transport vendors to ensure contractual obligations are met	X	
5. Check that transport vendors provide quotes and execute orders in accordance with each transport vendor's respective service level agreement	X	
6. Review and report on the performance of Network Transport Services to cover load and latency metrics	X	
7. Analyze performance reports and recommend actions to the Customer as necessary	X	
8. Conduct review of telecommunication invoices: <ul style="list-style-type: none"> <li>• Identify invoice variances</li> <li>• Escalate deviation to the Customer governance team for action</li> <li>• Assign/categorize invoices to appropriate business unit</li> <li>• Conduct annual contract and invoice review with transport vendors and provide recommendations to the Customer</li> </ul>	X	

**Network Operations and Administration Services**

Function/Responsibility	Service Provider	Customer
1. Perform day-to-day network operations and administration activities	X	
2. Manage carriers and other agreed Third Parties to provide network services	X	
3. Develop, manage and maintain inventory of network traffic (e.g., types, sources, services)	X	
4. Manage network assets in accordance with Customer policies (including security oversight and Change Management processes)	X	
5. Recommend, and implement and manage Customer-approved, QoS and CoS for QoS/CoS sensitive applications, including IP/VOIP-based telephony systems	X	
6. Administer and configure traffic profiles that allow traffic prioritization, such as profiles to segment the traffic logically, to load balance over different networks with the objective of improving responsiveness and	X	

Function/Responsibility	Service Provider	Customer
offloading functionality from servers on the network.		
7. Recommend IP addressing, directory and configuration information and requirements	X	
8. Approve IP addressing, directory and configuration information and requirements		X
9. Develop and maintain IP addressing schemes, router configurations and routing tables that meet Customer's requirements	X	
10. Manage and maintain DNS/DHCP services	X	
11. Provide requirements (e.g., security, performance) for physical and logical network traffic segmentation		X
12. Recommend approaches, technologies and network management techniques for physical and logical network traffic segmentation	X	
13. Approve approaches, technologies and network management techniques for physical and logical network traffic segmentation		X
14. Implement, manage and maintain physical and logical network traffic segmentation to meet Customer's requirements (e.g., security, performance) and Service Levels	X	
15. Manage technical Third Party relationships for facility cable management services (e.g., physical wiring between servers and wiring closet at the data center)	X	
16. Manage and maintain current inventory of cable plant, including documentation	X	
17. Manage and maintain current inventory of redundant dark fiber connecting Customer Service Locations	X	
18. Manage and provide proactive and reactive maintenance on network components	X	
19. Maintain and provide security information in an agreed upon format (e.g., access, general logs, application logs) in accordance with Customer's policies relating to security	X	
20. Coordinate network administration activities through the change management processes	X	
21. Support provisioning and de-provisioning account activities and maintain associated history logs as required	X	
22. Support activities related to Customer-planned or Third Party planned and unplanned outages (e.g., post-power outage startup activities, Customer preparedness emergency exercises or Incidents, recovery)	X	

**Network Monitoring and Reporting Services**

Function/Responsibility	Service Provider	Customer
1. Manage current or provide and manage new automated tools for monitoring network devices and traffic from a Service Provider-provided Network Operations Center (NOC)	X	
2. Implement measures and provide proactive analysis of network data and reports to limit network outages and optimize network	X	

Function/Responsibility	Service Provider	Customer
performance		
3. Proactively monitor current network utilization and provide information to Customer for use in determining future capacity requirements, events and network monitoring measurements, which shall be integrated into enterprise SIEM system	X	
4. Perform Incident determination, alert identification and correlation, and Resolution for in-scope network environments on a 24x7x365 basis	X	
5. Monitor Customer-provided circuit monitoring feeds for purposes of event correlation, which will be performed by enterprise SIEM system	X	
6. Perform data center LAN analysis diagnostics and troubleshooting	X	
7. Manage network performance and Availability issues resulting from a fault or impairment in network components	X	
8. Provide ad hoc network reports as requested (e.g., user traffic)	X	

### Network Documentation Services

Function/Responsibility	Service Provider	Customer
1. Provide network documentation standards and requirements		X
2. Recommend Service Provider's standard network documentation types and content for Customer's review and approval	X	
3. Approve network documentation types and content		X
4. Develop and maintain network documentation that meets Customer requirements	X	

### Network Security Planning and Operations

Function/Responsibility	Service Provider	Customer
<b>General</b>		
1. Implement physical and logical network security plans that comply with Customer policies; develop and provide documentation demonstrating adherence to the Customer policies	X	
2. Implement and maintain network security services and technical solutions that protect data logically and physically during use, at rest in storage and during wired and wireless transmission, against unauthorized or accidental access, modification or disclosure	X	
3. Implement the established action plan (e.g., quarantine of malicious code or network segment) and escalation procedures to isolate the impact of security events (e.g., malicious code outbreak)	X	
4. Notify Service Provider's security monitoring centers of scheduled Changes to the environment to ensure that Customer does not receive security alerts when planned Changes are made		X
<b>Security Policy and Controls</b>		

Function/Responsibility	Service Provider	Customer
5. Provide Customer security strategy, policies and requirements		X
6. Recommend best practice security services and procedures	X	
7. Review Service Provider-recommended best practice security services and procedures, provide input or additional procedures as required, and approve final agreed security services and procedures		X
8. Provide a Customer point of contact to work with Service Provider for security requirements related to the network services		X
9. Coordinate with Customer in responding to and Resolving security Incidents	X	
10. Review and approve all security plans, security remediation plans, programs, and security infrastructure		X
<b>Network Environment Access Control</b>		
11. Provide list of Service Provider Personnel performing network-related Services that require network environment access for Customer's review and approval	X	
12. Approve list of Service Provider Personnel performing network-related Services that require network environment access		X
13. Adhere to established network environment access control policies and procedures	X	
<b>System Administrative Privileges</b>		
14. Establish access profiles and policies for adding, changing, enabling/disabling and deleting log-on access for Customer and third parties (e.g., network access control tools)		X
15. Notify Customer of network breaches	X	
16. Identify and remediate systematic attacks (e.g., attempts to logon) and report to Customer	X	
<b>Security Status Checking and Validation</b>		
17. Provide a single point of contact for a network security assessment audit to define audit controls and coordinate audit activities	X	
18. Provide support for audit activities (e.g., e-discovery, legal hold, and forensic audits) as required by Customer, such as data collection, data preservation, audit software installation and report generation	X	
19. Develop, and implement Customer-approved, plans to remediate audit findings that do not comply with the established Customer policies relating to security, and report on progress of the implementation	X	X
20. Approve plans to remediate audit findings		X
21. Support audit activities	X	
22. Maintain all documentation required for network security assessments, audits and internal control and control testing	X	
<b>Content Filtering</b>		
23. Filter outbound URLs to enforce compliance with Customer policies	X	
24. Filter both inbound and outbound multiple web protocols, including deep inspection of encrypted traffic	X	
25. Filter inbound URLs, block access to sites based on security requirements	X	
26. Provide seamless user/IP integration for authentication, tracking,	X	

Function/Responsibility	Service Provider	Customer
reporting		
27. Manage user/groups URL filters and reporting as required	X	

**Firewall Management, DMZ and Internet Infrastructure Services**

Function/Responsibility	Service Provider	Customer
1. Provide firewall management, DMZ and Internet infrastructure requirements and applicable Customer policies		X
2. Perform firewall management, DMZ and Internet infrastructure engineering and related security design, including methods for secure network access and authentication in accordance with Customer policies	X	
3. Approve firewall management, DMZ and Internet infrastructure engineering and related security design		X
4. Perform Firewall Management, DMZ and Internet Infrastructure Services in accordance with architecture and security designs and Customer policies	X	
5. Implement Customer-defined access requirements and standards via firewall rule sets	X	
6. Assist with the definition of intranet/internet boundaries within Customer	X	
7. Maintain intranet/internet boundaries within Customer	X	
8. Define Third Party connectivity requirements and policies		X
9. Develop the Third Party connectivity strategy in accordance with Customer policies and requirements, for Customer's review and approval	X	
10. Review and approve Third Party connectivity strategy		X
11. Implement and support Customer-approved Third Party connectivity strategy	X	
12. Support and manage content compression devices	X	
13. Monitor performance levels of the firewall/DMZ/Internet infrastructure through setting of thresholds, provide reporting, and take proactive and/or reactive steps to Resolve any performance issues, ensuring that performance level values are integrated into enterprise SIEM system	X	

**Security Intrusion Prevention and Detection Services**

Function/Responsibility	Service Provider	Customer
1. Install, configure, and manage intrusion detection and prevention sensors at Customer-specified network entry points and all Third Party connection and wireless network entry points	X	
2. Recommend, and implement Customer-approved, risk ratings and	X	

Schedule 3D – Enterprise Compute Services SOW

Function/Responsibility	Service Provider	Customer
remediation plans and actions for security events in accordance with Customer policies		
3. Approve risk ratings and remediation plans and actions for security events		X
4. Provide alerts of malicious activity and intrusions according to risk rating of the signatures, in accordance with Customer-approved policies and procedures, ensuring alerts are also integrated into enterprise SIEM system	X	
5. Remediate malicious activity and intrusions as defined by the Incident management processes, as required to meet Customer policies and requirements	X	

**EXHIBIT 3 – ENTERPRISE COMPUTE HARDWARE, SOFTWARE, MIDDLEWARE, DATABASES,  
AND TOOLS**

Service Provider will support all hardware, software, and physical aspects of databases and middleware in the data center environment, including such hardware, software, databases and middleware existing as of the applicable service commencement date and new hardware, software, databases and middleware added during the term (the “Enterprise Compute hardware,” “Enterprise Compute software” “databases,” and “middleware,” respectively). Enterprise Compute hardware, Enterprise Compute software, databases and middleware includes the hardware, software, databases, and middleware set forth in this Schedule 3D, Exhibit 3, attached hereto.

The tools that Service Provider will use in the delivery of the Enterprise Compute Services include those set forth in this Schedule 3D, Exhibit 3, attached hereto.

**SCHEDULE 3E**  
**APPLICATION MANAGEMENT, CONFIGURATION AND MAINTENANCE SERVICES SOW**  
**TO MASTER SERVICE AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## 1. Overview

This Application Management, Configuration and Maintenance Services (“Application Services”) Statement of Work (“SOW”) has been entered into pursuant to the Master Services Agreement (the “MSA”) between Customer and Service Provider.

In addition to the Application Services, Service Provider will perform the cross-functional functions described in Schedule 3A to the Agreement.

Service Provider will be responsible for providing the tools required to deliver the Application Services set forth in this Schedule, unless otherwise agreed to by Customer.

Capitalized terms used in this SOW have the meanings set forth in Exhibit 1.

## 2. Service Description and Major Functions

Service Provider shall provide end to end application lifecycle services for Customer’s current evolving application portfolio, including those lifecycle services described in Schedule 3A – Cross Functional Statement of Work for Customer’s enterprise, department business and web applications.

Service Provider shall also provide business analysis services that will provide strategic leadership and operational excellence for Customers application portfolio, based on a thorough understanding of Customer’s enterprise and department business operations and citizen needs. These business analysis services include application strategy and planning, recommending solutions that best meet enterprise and department business requirements (e.g., shrink wrap, COTS, SaaS, cloud, custom), technical and functional requirements development, use case development, overseeing and/or executing testing and documentation, and general consulting and research.

### 2.1 Business Analysis Services

Service Provider shall provide Customer information technology Business Analysis Services in support of helping Customer meet the City’s strategic and operational objectives through the use of information systems. Service Provider’s Business Analysis Services staff shall work with City departments and the City Information Technology Department on an ongoing and regular basis to provide strategic leadership and advice around steady state and project/initiative-based application activities. Key activities the Service Provider will undertake include:

- Application strategy development, solution evaluation and selection support
- Business requirements support and business process alignment
- Requirements definition
- Leading use case development, testing and documentation activities
- Consulting and research (e.g., researching technical trends and solution alternatives that provide improved performance and reliability, cost-effectiveness and efficiency, working with Customer on an ongoing basis to understand business needs, responding to Customer ad hoc research requests)
- Leading coordination activities (e.g., coordinating patch installation, upgrades, Incident management) with Third Party suppliers (e.g., COTS or SaaS suppliers)

In addition, Service Provider will also execute a scheduled Customer satisfaction survey relating to the Service Provider’s Business Analysis Services and roles. These surveys will be distributed to (1) Customer End-Users, and (2) department directors, managers and key subject matter experts (including Customer’s IT Department (“ITD”)) on an annual basis and will be used to measure the overall satisfaction with the Business Analysis Services being provided by the Service Provider.

The Satisfaction Survey shall meet the associated Service Levels set forth in Schedule 4.

## **2.2 Application Management, Configuration and Maintenance Services**

Service provider shall provide ongoing and project-based application maintenance, configuration and maintenance services for Customer's application portfolio including the following services:

- Application Management and Configuration
  - Requirements Definition
  - Design
  - Environment Acquisition and Installation
  - Application Development, Configuration and Testing
  - Implementation and Deployment
  - Logical Database Administration
  - Project Management
  - Reporting
- Application Maintenance and Support
  - Corrective Maintenance
  - Preventative Maintenance
  - Adaptive Maintenance
  - Perfective Maintenance
  - Release Packaging
  - Incident Management
  - Service Request Management
  - Collaboration Application Support
  - Reporting

## **2.3 Portfolio Rationalization Services**

Service provider shall provide Application Portfolio Rationalization Services including the following:

- Manage and maintain the Customer's enterprise and business applications portfolio and associated data
- Work collaboratively with business and IT stakeholders to identify business goals and critical business processes and interactions
- Perform a periodic current state application portfolio assessment
- Develop and periodically update an application roadmap with prioritized application system initiatives and rough order of magnitude cost and business impact analysis

## **2.4 Web Support Services**

Service Provider shall provide web services to support the City's in scope websites, including the following:

- Website administration

- Content management training for Customer departments
- Website development, enhancements, optimization and quality control
- Social media integration
- Leveraging of existing and emerging third party web tools, technologies and analytics

Without limiting Service Provider's obligations under the Agreement, including this Schedule 3E and the other Schedules referenced in the Agreement, Service Provider's solution and technical approaches for this Service Area shall conform with the Service Provider's solution and technical approaches as provided in the following documents, as such documents may be amended during the term of this Agreement by the Parties in writing, and which are hereby incorporated into this Schedule 3E by reference. Nothing in the following documents shall limit Service Provider's obligations under the Agreement. If the provisions of this Schedule 3E or any other Schedule (including Appendixes) conflict with one or more of the following documents, the provisions of this Schedule 3E or such other Schedule (including Appendixes) shall control.

- Final Service Area Solutions.docx

### 3. Supported Systems and Quantities

Exhibit 3 identifies the applications that will be supported by the Service Provider. The detailed applications list will be updated during transition and ongoing operations through Change Management.

### 4. Responsibility Matrix

Exhibit 2 sets forth the Responsibility Matrix for services relevant to this SOW.

### 5. Support Requirements

The Application Development, Configuration and Maintenance Services will be provided during Customer's normal business hours. The normal Customer business hours are 7:00 am – 7:00 pm (Pacific Time), Monday through Friday excluding holidays or as mutually agreed. All Incidents related to the Application Services shall be addressed (e.g., Resolved) on a 24x7 basis, in accordance with the relevant Service Levels and associated Priority Levels definitions set forth in Schedule 4.

### 6. Service Levels

The services described in this SOW will be delivered to the Service Levels stated in Schedule 4 Service Levels.

### 7. Reports

Service Provider shall provide reports relating to this SOW, as set forth in Schedule 7 – Reports.

### 8. Critical Deliverables

As of the Effective Date of the Agreement, the Critical Deliverables associated with this SOW are provided in Schedule 3A – Cross – Functional Services, Critical Deliverables section.

## 9. Changes to MSA

This SOW does not change any terms in the MSA and its Schedules.

**EXHIBIT 1 – DEFINITIONS**

See Schedule 1 – Definitions for a list of defined terms and associated definitions.

**EXHIBIT 2 – RESPONSIBILITY MATRIX**

The Responsibility Matrix below shows which party is responsible for the listed task. It is not the intent of the Responsibility Matrix to absolutely identify or define every process, activity or task to be performed by Service Provider as a managed services function

The Responsibility Matrix below applies to both the Customer’s enterprise and business (i.e., department) applications.

**Business Analysis Services**

No.	Responsibility	Service Provider	Customer
	<b>General</b>		
1.	Create and maintain the strategic partnership between business stakeholders and IT delivery	X	
2.	Work with Customer to understand Customer’s specific business and IT environments, business process, operations, citizen engagement needs	X	
3.	Work collaboratively with Service Provider to provide specific business and IT environments, business process, operations, Customer engagement needs		X
4.	Provide project leadership and functional project management for implementation of new applications, and modifications or enhancements to existing applications	X	
5.	Perform application systems architecture and strategy development activities based on Service Provider’s best practices and applications development and maintenance experience in the local government sector	X	
6.	Work with Customer to understand current and future application needs	X	
7.	Provide input to Service Provider, in order for Service Provider to understand current and future application needs		X
8.	Develop and document Customer application requirements (e.g., functional, technical) in accordance with the Requirement Definition Services in Schedule 3A	X	
9.	Work with the Customer to establish application support, maintenance, and development priorities	X	
10.	Provide input to Service Provider, in order for Service Provider to understand establish application support, maintenance, and development priorities		X
11.	Work with Customer to understand, document and deliver application reporting needs	X	
12.	Provide input to Service Provider, in order for Service Provider to understand application reporting needs		X
13.	Develop process to add required application reporting	X	
14.	Provide input into development of applications roadmap of prioritized application system initiatives	X	
15.	Lead coordination activities with Third Party suppliers (e.g., COTS and SaaS suppliers) for Incident and Problem management and Resolution	X	
16.	Lead coordination activities with Third Party suppliers (e.g., COTS and SaaS suppliers) for application system maintenance and enhancements activities (e.g., patches and upgrades)	X	

No.	Responsibility	Service Provider	Customer
	<b>Consulting and Research</b>		
17.	Provide research and analysis for product/service recommendations	X	
18.	Provide consulting support for Customer applications and processes	X	
19.	Provide consulting support for the development and implementation of new application solutions and related services	X	
20.	As requested by Customer, conduct a comparative analysis of software technologies, packages, SaaS and cloud-based services, databases, integration methods and tools in support of application systems architecture, strategy and planning	X	
21.	As requested by Customer, conduct feasibility studies for the implementation of any new software technologies, packages, SaaS and cloud-based services, tools and services for Customer's review and approval	X	
22.	As requested by Customer, conduct impact assessment studies, for the retirement of legacy software technologies, packages, and tools for Customer's review and approval	X	
	<b>Solution Evaluation</b>		
23.	Upon Customer request or as otherwise applicable, conduct solution evaluations (e.g., COTS software, databases, data warehouses, integration mechanisms, web services, SaaS) to meet Customer's application system requirements and component design specifications	X	
24.	Document and recommend to Customer, for Customer review and approval, solutions to meet application system requirements and design specifications	X	
25.	Provide input to and approve Service Provider-proposed solutions		X
26.	Coordinate and lead solution evaluation demonstrations	X	
27.	Provide input to and participate in solution evaluation demonstrations		X
	<b>Use Cases, Testing and Documentation</b>		
28.	Develop use cases and functional and QA testing and test plans	X	
29.	Provide business process and operations information to assist with use case and testing requirements		X
30.	Develop End-User training, implementation, and support requirements and plans	X	
31.	Coordinate test requirements with Third Party software vendors	X	
32.	Oversee third party execution of Third Party software testing activities and confirm testing requirements are met	X	
33.	Assist Customer with ad hoc and periodic reports design, including data source determination	X	
34.	Provide inputs for ad hoc and periodic reports design requirements		X
	<b>Customer Satisfaction</b>		
35.	Conduct Customer satisfaction survey for the Business Analysis Services and corresponding Service Provider roles	X	
36.	Develop Conduct Customer satisfaction survey report and meet with Customer to review results	X	

No.	Responsibility	Service Provider	Customer
37.	Develop plan to address any areas of Customer dissatisfaction	X	
38.	Review and approve to address any areas of Customer dissatisfaction		X
39.	Execute Customer approved plan to address any areas of Customer dissatisfaction	X	

### Application Development and Configuration

The following set of Application Development and Configuration Services shall apply to Customer's current and future application portfolio, which may include:

- COTS applications
- SaaS applications
- Custom developed applications
- Cloud-based applications

Service Provider shall either execute the following roles and responsibilities, or where applicable, shall coordinate the roles and responsibilities associated with third parties (e.g., COTS and SaaS suppliers).

No.	Responsibility	Service Provider	Customer
<b>Design</b>			
1.	Develop Application System high-level logical and physical design based Customer architecture and business and functional requirements (e.g., use cases, information flows) for application System components	X	
2.	Based on high-level design, provide updated Application Systems development and/or implementation proposal with cost and schedule estimates, including all applicable assets (e.g., Hardware, Software) and ongoing support costs	X	
<b>Environment Acquisition and Installation</b>			
3.	Provide input and recommendations to the process to document hardware, ancillary equipment, and system Software specifications and network connectivity required to meet functional and non-functional requirements for the development, test, QA and production environments in accordance with Customer architectural and technical standards	X	
<b>Develop and Test</b>			
4.	Develop application code as required for custom applications	X	
5.	Conduct application code unit testing	X	
6.	Provide Customer data required for testing		X
7.	Provide non-Customer data required for testing	X	
8.	Conduct functional and performance testing per the agreed acceptance test criteria	X	
9.	Document the test results	X	
10.	Review and approve the results of testing		X
<b>COTS Application Configuration</b>			
11.	Schedule and perform all necessary solutions application configuration, database and integration configuration and	X	

No.	Responsibility	Service Provider	Customer
	development using native solution application tools and languages as required to implement the Customer-approved design plans and specifications		
12.	Test configuration changes for COTS and SaaS applications	X	
13.	Contribute business process and data-related technical knowledge, materials and subject matter personnel to support configuration activities as agreed to by the Parties		X
14.	As part of continuous improvement goals and upon Customer's request, identify, assess and document, for Customer's review and approval, any required business process changes required due to differences in COTS application standard processes and current Customer processes, in order to avoid application customization (and instead use the standard functionality), in compliance with best practices	X	
15.	Provide system Software and utilities configuration recommendations to Service Provider system support team in order to achieve system performance requirements	X	
16.	Manage configuration efforts, across all IT Service Towers and Third Party provider services, using best practice SDLC methodologies and the configuration management procedures	X	
17.	Maintain source code and Third Party Application Software and version control in a Service Provider supplied Software library tool	X	
18.	Configure applications as required to ensure that applications perform as intended	X	
<b>Implementation and Deployment (Note: The Implementation and Deployment Services below do not apply to SaaS-based applications)</b>			
19.	Configure application system components on the installed physical environment in accordance with the Customer-approved implementation plan	X	
20.	Perform tuning analysis of application systems during implementation and provide recommendations, for Customer's review and approval, to optimize performance based on analysis results; implement approved recommendations	X	
21.	Verify and document to Customer that the required application system components and application system tools are operating in accordance with Customer-approved specifications and requirements	X	
22.	Coordinate deployment and support activities as directed by Customer in accordance with the Customer-approved implementation/migration plan	X	
23.	Develop and document to Customer the detailed "go-live" support and operations plan for Customer's review and approval	X	
24.	Oversee gathering and execution of user acceptance testing	X	
25.	Perform solution user acceptance testing and validate test cutover methodology and results in accordance with the test plan		X
26.	Develop, document, and provide application system steady-state support documentation and all other documentation	X	

No.	Responsibility	Service Provider	Customer
	necessary to operate and support the application system, including administration documentation, application system installation, support, configuration, and tuning manuals, application system back-up and recovery procedures and release notes		
27.	Approve application system steady-state support documentation		X
28.	Perform provide operational readiness review to ensure the application system is ready to receive operational production support from the applicable production support team(s)	X	
29.	Approve production implementation “go/no-go” decisions		X
30.	Provide go-live support as defined in the Customer approved go-live support plan, including making available Service Provider application and infrastructure specialists	X	
31.	Provide application system steady-state support operations	X	
<b>Logical Database Administration</b>			
32.	Perform database table and index creation and maintenance	X	
33.	Perform database design and schema changes for internal/custom, interface, and web applications	X	
34.	Load and manage data for all supported environments (e.g., development, test, and production)	X	
35.	Provide database administration expertise for the management and tuning of the application databases	X	
<b>Reporting</b>			
36.	[TBD based on proposal solutions]		

### Application Maintenance and Support

Corrective Maintenance Services are the activities associated with the Resolution of Defects, Incidents and Problems to closure to enable Application Systems that are in production to provide the required functionality and to meet applicable Service Levels and performance requirements. Full recovery of the application system(s) will be completed unless otherwise approved by Customer.

Preventive Maintenance Services are the activities performed to address events, which if not addressed proactively, could impact application systems in production.

Adaptive Maintenance Services are the activities associated with proactively ensuring that application system performance is not affected by changes to interfacing application systems, new application systems or packages and technical environment changes, which if not addressed proactively could impact application systems in production.

Perfective Maintenance Services are the activities associated with ensuring that application systems operate at required levels.

Release Packaging Services are the activities associated with the packaging of Software changes into suitable releases, by application system, as approved by Customer. Regularity of releases could vary depending upon size and urgency of individual changes and risk mitigation.

Release Packaging Services includes Block Point Releases. A Block Point Release is a set of activities associated with software (by application system) release planning (e.g., prioritization with End-User, technical team coordination) and execution of Software maintenance activity (e.g., development, testing and deployment) into releases, as approved by Customer.

Service Provider shall either execute the following roles and responsibilities, or where applicable, shall coordinate the roles and responsibilities associated with third party solution providers e.g., COTS vendors.

No.	Responsibility	Service Provider	Customer
<b>Corrective Maintenance Services</b>			
1.	Resolve Incidents and Problems to closure to enable application systems to provide the required functionality and to meet applicable Service Levels and performance requirements	X	
<b>Preventive Maintenance Services</b>			
2.	Install (or oversee Third Party installation of) application systems patches	X	
3.	Provide proactive application system performance monitoring, diagnostics and tuning	X	
4.	Perform trend and other analyses on Incidents and Problems, and recommend enhancements, architectural and other application system changes to Customer on recurring issues	X	
5.	Review performance monitoring reports and diagnose and tune application systems	X	
6.	Proactively recommend data archiving improvements to optimize storage volume, performance and costs	X	
<b>Adaptive Maintenance Services</b>			
7.	Recommend upgrades, patches and modifications including supporting system software e.g., operating system, utilities and middleware	X	
8.	Recommend interface changes	X	
9.	Recommend Hardware configuration changes	X	
10.	Recommend Changes due to regulatory requirements	X	
11.	Recommend Changes in data format	X	
12.	Approve Service Provider Adaptive Maintenance Services recommendations		X
13.	Implement Customer approved Adaptive Maintenance recommendations	X	
<b>Perfective Maintenance Services</b>			
14.	Perform general application performance tuning, and provide recommendations for system software tuning	X	
15.	Review, assess and respond to capacity and utilization monitoring and management reports, including CPU utilization, memory, database, storage and connectivity	X	
16.	Review, assess and respond to application system response time monitoring and management reports	X	
17.	Provide archiving, backup and data management recommendations to Customer for review and approval and implement Customer approved recommendations	X	
18.	Provide database performance tuning recommendations to Customer for review and approval and implement Customer approved recommendations	X	
<b>Release Packaging Services</b>			
19.	Package software changes into suitable releases, by application system, as approved by Customer	X	
20.	Oversee third party COTS application developer for release packaging of COTS software releases	X	
21.	Provide electronic and manual software version control	X	

No.	Responsibility	Service Provider	Customer
	<b>Collaboration Application Support</b>		
22.	Work with Customer departments to solve and automate business challenges	X	
23.	Create workflows to enhance inter and intra-department collaboration (e.g., agenda coordination, CAFR reporting)	X	
24.	Enable collaboration with third party providers for key Customer projects	X	
25.	Document repositories and management for key functions (e.g., IT project management, team collaboration)	X	
	<b>Reporting</b>		
26.	[TBD based on proposal solutions]		

### Portfolio Rationalization

No.	Responsibility	Service Provider	Customer
	<b>Application Portfolio Management</b>		
1.	Manage and maintain Customer's enterprise and business applications portfolio inventory	X	
2.	Assess new applications for level of impact that will be the scope of the application assessment for each domain identified in Customer's IT Strategic Plan	X	
3.	Assist in identifying new applications for level of impact that will be the scope of the application assessment for each domain identified in Customer's IT Strategic Plan		X
4.	Update applications portfolio inventory data based on changes to the portfolio (e.g., additions, deletions, modifications) and Customer business needs and environment changes	X	
5.	Facilitate annual collaborative workshops with Customer to review application portfolio	X	
6.	Participate in annual collaborative workshops		X
7.	Update application portfolio fields based on Customer approved changes resulting from the annual collaborative workshops	X	
	<b>Application Portfolio Assessment and Roadmap</b>		
8.	Create an annual evaluation report of the application portfolio that identifies opportunities to improve application integration, reduce application redundancy, and achieve economies of scale within the portfolio	X	
9.	Establish the return on investment (ROI) associated with addressing a business problem	X	
10.	Review initial evaluation report and provide input		X
11.	Prioritize the business problems to be addressed according to ROI and urgency	X	
12.	Review, provide input and approve prioritization of business problems to be addressed		X
13.	Develop and maintain applications roadmap with prioritized initiatives and rough order of magnitude cost and business impact, based on Customer-approved prioritization of business problems to be addressed	X	

No.	Responsibility	Service Provider	Customer
14.	Approve applications roadmap		X
	<b>Continuous Improvement</b>		
15.	Maintain and evolve the artifacts created by Portfolio Rationalization	X	

### Web Support Services

No.	Responsibility	Service Provider	Customer
1.	Provide administration and support of all Customers websites	X	
2.	Support and train departmental users in content management	X	
3.	Provide web site and web content quality control administration (e.g., broken links, spelling mistakes, formatting)	X	
4.	Ensure website compliance with applicable regulatory requirements (e.g., ADA)	X	
5.	Work with Customer departments to create website content (e.g., event marketing and promotion)	X	
6.	Design and implement website enhancements (e.g., branding, City event promotions and campaigns, website banners) as needed, based on Customer input and direction	X	
7.	Ensure website content is easy to find and well presented for the public	X	
8.	Integrate citizen facing business functions into the City websites (e.g., My Utilities account, MySantaClara CRM, Open City Hall, traffic cams, ESRI story maps (e.g., development projects, parks, historical landmarks))	X	
9.	Integrate current and emerging web technologies to improve and enhance the user experience while visiting City websites (e.g., video streaming of City Council meetings, social media integration, use of HTML 5, open data)	X	
10.	Utilize Third Party tools to assist with website creation and management (e.g. Sitemprove, Pixlr) and social media monitoring and analytics (e.g., Hootsuite)	X	
11.	Use analytics to provide insights for better communication decisions (e.g., reports and dashboards)	X	

### **EXHIBIT 3 – SUPPORTED APPLICATIONS**

All existing City applications included in the scope of this agreement are detailed in Schedule 19 – Customer Software.

**SCHEDULE 4**  
**SERVICE LEVELS**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## **1.0 General**

The Service Levels and associated financial ramifications to the Service Provider (“Service Credits”) and the Critical Milestones and associated financial ramifications to the Service Provider (“Corrective Assessments”), as described in this Schedule 4, have been designed to encourage the consistent and timely delivery of service and value to the Customer. The Service Credits and Corrective Assessments are not intended to compensate the Customer for damages, but rather to reimburse the Customer the value of the diminished services actually delivered, and to provide incentive to the Service Provider to achieve the Agreement’s stated objectives and focus on the Customer’s critical needs. The Service Credits and Corrective Assessments will not limit or preclude Customer’s right to recover, in accordance with this Agreement, other damages incurred by Customer, or to seek other remedies to which it may be entitled as a result of such failure.

This Schedule 4 outlines the circumstances under which the Customer will be entitled to Service Credits for failures to achieve the Service Levels and/or Corrective Assessments for failures to achieve Critical Milestones. The tables attached to this Schedule 4 shall be updated to reflect the Customer’s current initiatives and service requirements at least annually. On a quarterly basis, the Customer may unilaterally adjust Service Credit weighting factors (“Weighting Factors”) for Service Levels, but must give the Service Provider thirty (30) days prior written notice. The maximum Weighting Factor on any one Service Level shall not exceed fifteen percent (15%). The sum of all Weighting Factors for Service Levels shall not exceed two hundred percent (200%), and under no circumstance shall the sum of all Service Credits with respect to the Service Levels exceed fifteen percent (15%) of the sum of that Contract Year’s recurring Fees.

Exhibit 1 to this Schedule 4 identifies, among other things, the Service Levels and the Weighting Factors for each such Service Level.

For the purposes of this Schedule 4, Failure shall mean (a) with respect to Service Levels, the failure to meet such Service Level performance (calculated using the formula in the applicable Service Level Requirements table set forth in Schedule 4, Exhibit 1) with respect to the specified performance target for the applicable measurement interval, and (b) with respect to a Critical Milestone, the failure to achieve such Critical Milestone by the specified end date or due date as set forth in the Transition Plan, Termination Assistance Plan or through any project.

## **2.0 Service Levels**

Each Service Level set forth in Schedule 4, Exhibit 1 identifies key performance measures that will be used to evaluate the Service Provider’s delivery of the requested Services. The overriding goal in developing Service Levels is to support the Customer’s desire to manage the Service Provider by monitoring and measuring performance on the Customer’s most-important business and technical requirements. The Customer expects the Service Levels to improve over time.

### **2.1 Service Credits**

For each month of each Contract Year, the portion of Fees at-risk, or available, for Fee Reductions (“Monthly At-Risk Amount”) for the Service Provider’s failure to meet Service Levels is fifteen percent (15%) of one twelfth (1/12) of the sum of that Contract Year’s recurring Fees, which shall be estimated at the beginning of each Contract Year. If a significant Change in the Contract Year’s estimated recurring Fees occurs during that Contract Year, the total Monthly At-Risk Amount will be adjusted accordingly. The Service Credits for the Service Provider’s failure

to achieve the Service Levels are set forth in Schedule 4, Exhibit 1. The non-attainment of the Service Levels by the Service Provider will result in a reduction of Fees for each affected Service Level based on the percentage amount shown in the applicable table. Service Credits are not capped on a monthly basis, but shall not exceed the total Monthly At-Risk Amount, except as outlined below in Section 2.1.3.

### **2.1.1 Annual Service Credits Cap**

In addition to, and independent of the Monthly At-Risk Amount and associated Service Level Credits, should the sum of all calculated Service Level Credits total 15% or more of the currently estimated annual recurring fees during a Contract Year, the Agreement shall be deemed to be in default and such other provisions will apply as outlined in the Agreement. The Customer expects to develop new Service Levels to reflect changing needs or new projects, and the Service Levels may be added to or deleted from, and Weighting Factors may be modified in Schedule 4, Exhibit 1. In the absence of any modifications to Schedule 4, Exhibit 1, the Performance Targets, Service Levels and Weighting Factors therein shall apply to all Contract Years.

### **2.1.2 Initial Service Level Failure Service Credit**

Upon any initial failure of the Service Provider to attain a Service Level in a Measurement Interval, the associated Service Credit shall be equal to the product of: (i) the Monthly At-Risk Amount, multiplied by (ii) the Weighting Factor for the Service Level that was missed. If more than one Service Level failure occurs in any single Measurement Interval, and such Service Level failures are due to the same root cause, Customer shall be entitled to determine which one (1) of the applicable Service Levels shall be subject to a Service Credit, but in no event shall more than one (1) such Service Level be subject to a Service Credit in such circumstances. Customer shall be entitled to Service Level Credits, as applicable, for the other Service Level Failures that have a root cause other than the single Incident referred to above.

### **2.1.3 Multiple Failures**

Consecutive Failures: If the Service Provider does not attain a Service Level in two (2) or more consecutive Measurement Intervals, the Weighting Factor for the second (2<sup>nd</sup>), third (3<sup>rd</sup>), and subsequent consecutive Measurement Intervals shall be increased as follows:

Second Measurement Interval	1.5 x the Weighting Factor
Third and Subsequent Measurement Intervals	2 x the Weighting Factor

The Service Provider's failure to attain a Service Level in four (4) consecutive Measurement Intervals shall be considered a material breach and the Service Provider shall be in default of the Agreement. The Customer shall have the right to terminate the Agreement for default, pursuant to Section 15.4.3 of the Agreement.

Non-consecutive Failures: In addition, if the Service Provider does not attain a Service Level for any three (3) or more non-consecutive Measurement Intervals in any Contract Year, the Weighting Factor for each such Measurement Interval shall be increased as follows:

Third, Fourth and Fifth Measurement Interval	1.5 x the Weighting Factor
Sixth and Subsequent Measurement Intervals	2 x the Weighting Factor

Notwithstanding the foregoing, and for the purpose of Service Credits, where the Measurement Interval for a particular Service Level is for a duration of less than one (1) month, for purposes of the calculations set forth above only, the Measurement Interval shall be deemed to be one (1) month; provided that the Measurement Interval shall continue to apply for the purpose of meeting such Service Level. By way of example, but not in limitation of the foregoing, if the Measurement Interval of a Service Level is one (1) week, the Service Provider shall be required to meet the Service Level as measured on a weekly basis; provided that if such Service Level is missed in any week of month one (1), a miss of such Service Level in any other week of month one (1) shall not trigger the increase of the Weighting Factor set forth above. If such Service Level is subsequently missed in any week of month two (2), such miss shall trigger the increase in the Weighting Factor as set forth above adjacent to “Second Measurement Interval” and a subsequent consecutive miss in any week of month three (3) shall trigger the increase in the Weighting Factor as set forth above adjacent to “Third and Subsequent Measurement Intervals.” This Section 2.1.3 is applicable only where all applicable failures occurred against a Service Level with a Weighting Factor greater than 0%.

#### **2.1.4 Failures Across Service Level Requirements**

If there are failures across seven (7) or more Service Levels in any one month on Service Levels that are assigned a Weighting Factor of zero percent (0%), then an automatic Service Credit will be invoked at seven percent (7%) of the Monthly At-Risk Amount.

#### **2.1.5 Service Level Reporting**

Each month, Service Provider will track and report on Service Levels performance against the targets in Exhibit 1 to this Schedule. Such reports will show overall Service Provider performance and highlight performance that does not meet defined Service Level targets or is outside of expected levels. Service Provider will include a corrective action plan for any Services not meeting the defined Service Level targets.

### **3.0 Critical Milestones**

#### **3.1 Critical Milestones At-Risk Amount**

The portion of Fees at-risk, or available, for Corrective Assessments for the Service Provider’s failure to meet agreed Critical Milestones shall be as follows:

At-Risk Amount for Critical Milestones associated with projects with specific Project Fees (e.g., Transition Services) – fifteen percent (15%) of the Total Project Fees for each project.

The Corrective Assessments for the Service Provider's failure to achieve the Critical Milestones will be set forth in the applicable Agreement document (e.g., Schedule 13 (Transition Services and Deliverables)). Each Critical Milestone shall identify key project milestones that will be used

to evaluate the Service Provider's delivery of the requested Services. The overriding goal in developing Critical Milestones is to support the Customer's desire to manage the Service Provider by monitoring and measuring actual performance against the Customer's most-important business deadlines. The Customer expects to develop new Critical Milestones to reflect changing needs or new projects and may be added at the Customer's discretion and as mutually agreed by the Parties.

Critical Milestones includes Critical Transition Milestones, as applicable.

### **3.2 Failure to Timely Achieve a Critical Milestone**

If the Service Provider fails to achieve any Critical Milestone by the corresponding date for achieving such Critical Milestone, then the Corrective Assessment shall be equal to the product of: (i) the At-Risk Amount, multiplied by (ii) the Weighting Factor for the Critical Milestone that was missed.

### **3.3 Critical Milestone Corrective Assessment**

Upon any failure with respect to a Critical Milestone, if and as specified in an applicable Agreement document, the Customer shall have the right to impose the applicable Corrective Assessment on the Service Provider, pursuant to Section 3.2 herein. Such Corrective Assessments shall not apply toward calculation or satisfaction of the any of the At-Risk Amounts associated with Service Levels pursuant to Article 2.0, Service Levels, herein.

City of Santa Clara  
 Schedule 4, Exhibit 1- SLRs and Fee Reduction Weighting Factors  
 Svc Lvl's and Weighting Factors

Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
<b>Cross Functional Services</b>								
<b>Project Service Levels</b>								
Project Proposal Response (e.g., timelines, deliverables, pricing, assumptions & constraints, comprehensive and complete written documentation, required Service Provider authorizations)	Proposal Delivery	5 Business Days	95%	Monthly	Monthly	Performance = Proposal request delivered within required time/total proposals requested by the City	Response times reviewed in project and tower meetings.	
Project Deliverables Completion	Deliverables Completed On Time	97%	n/a	Monthly	Monthly	Number of Project Deliverables required to be completed during the Measurement Interval that are completed in the required time frame / number of Project Deliverables required to be completed during the Measurement Interval] * 100%	Project completion deliverables reviewed in project and tower meetings using PMO templates. See section 7.1.2 on processes and monitoring of individual projects.	5%
<b>Service Request Service Levels</b>								
Service Requests cover a variety of work requests that the City may require. Service Provider shall have primary and overall responsibility for developing any requirements associated with a Service Request, and shall work with each requestor to develop any such requirements.								
Service Requests	Service Request Completion on Schedule	Per Schedule	95%	Monthly	Monthly	[Number of Service Requests that are required to be completed during the Measurement Interval that are completed within the required time frame /number of Service Requests required to be completed during the Measurement Interval] * 100%	Service Now	5%
<b>Software Refresh and Updates</b>								
Deploy Emergency Maintenance Release (e.g., security pack, bug patch, antivirus, anti-SPAM, and anti-Spyware update deployments)	Time to deploy	Perform within one Business Day of signoff, subject to agreed upon Change Management procedures.	95.0%	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Service Now	10%
Deploy Non-Emergency Maintenance Release	Time to deploy	Perform within next regular maintenance time window or per City approved schedule	95.0%	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Service Now	5%
Deploy Minor Release (e.g., XYZ Version 8.1 to XYZ Version 8.2)	Time to Deploy	Per schedule	95.0%	Monthly	Monthly	Number of events completed on time/total of events occurring during Measurement Period	Service Now	0%
<b>System/Security Administration</b>								

City of Santa Clara  
Schedule 4, Exhibit 1- SLRs and Fee Reduction Weighting Factors  
Svc Lvl's and Weighting Factors

Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
Proposal for Security Remediation Following Discovery of Security Risk (e.g., timelines, deliverables, assumptions & constraints, comprehensive and complete written documentation)	Proposal Delivery	Within 1 Business Day for following discovery of high security risk, 3 Business days for moderate security risk, and 5 business days for low security risk.	95%	Monthly	Monthly	Number of events completed within performance target / events occurring during Measurement Interval	Service Now	
Implementation of Emergency Firewall Changes (changing, adding/deleting firewall rules)	Response time	≤2 hours after City approval	99%	Monthly	Monthly	Events completed within performance target / total events	Service Now & Change Management Process	5%
Implementation of Standard Firewall Changes (changing, adding/deleting firewall rules)	Response time	Within normal Change control procedures after approval by the City	99%	Monthly	Monthly	Events completed within performance target / total events	Service Now & Change Management Process	
<b>Security Service Measures</b>	These Service Levels ensure end-to-end security monitoring and management. Performance of all proactive security activities including but not limited to: monitoring, software installation, patching, performance monitoring and tuning, instances creation and refresh, recovery, redundancy of operations, and deficiency remediation planning. Performance of all reactive security activities including but not limited to: security Incident Resolution and security remediation planning.							
Monitoring and Notification for Current Attack Signatures - NIDS, WIDS and Log Monitoring Systems	Overall Schedule	Sun Sat, 0000 2400	99.99%	Monitor Continuously, Measure Daily	Monthly	[Transactions completed per Management Task within Performance Target / Total Transactions per Management Task occurring during the Measurement Interval]*100%	Anti-virus, IDS, IPS, Firewall	
Endpoint Malware Protection Software	Current version of malware protection software	Service environment device endpoints are installed, configured and operating with current Malware protection (where possible)	99.90%	Monthly	Monthly	[Number of service environment device endpoints operational with latest version of Malware protection Software as of the last day of the Measurement Interval/total number of service environment endpoints as of the last day of the Measurement Interval] * 100%	Anti-virus	
Endpoints DAT Compliance	Current version of DATs	service environment device endpoints are operational with latest DAT version	97.00%	Monthly	Monthly	[Number of service environment device endpoints operational with latest DAT version as of the last day of the Measurement Interval /number of endpoints as of the last day of the Measurement Interval * 100%	Anti-virus	
Signature Update for NIDS, WIDS and Log Monitoring Systems	Elapsed Time	Within 2 hours of release or being published	99.00%	Monitor Continuously, Measure Daily	Monthly	[Transactions completed per Management Task within Performance Target / Total Transactions per Management Task occurring during the Measurement Interval]*100%	Anti-virus, IDS, IPS, Firewall	

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
Testing of Vulnerabilities & Penetration	Overall Schedule	Sun Sat, 00:00 - 24:00	99.90%	Monitor Continuously, Measure Daily	Monthly	[Transactions completed per Management Task within Performance Target / Total Transactions per Management Task occurring during the Measurement Interval]*100%	NCAT, MAIZE, DHS	
Containment of Security Vulnerabilities or Incidents	Mean Time to Contain  (Mean Time to Contain measures the total elapsed time between detection of the vulnerability or incident and the time for the Service Provider to implement countermeasures or containment measures, so as to mitigate further propagation or escalation of the vulnerability or incident)	Priority Level 1: 2 hours Priority Level 2: 6 hours	99.0% 99.0%	Monitor Continuously, Measure Daily	Monthly	[Transactions completed per Management Task within Performance Target / Total Transactions per Management Task occurring during the Measurement Interval]*100%	Service Now	5%
Remediation	Elapsed Time	Critical and High Plan of Action and Milestones (POA&M) items closed within 10 days	100.00%	Monitor Continuously, Measure Daily	Monthly	[Transactions completed per Management Task within Performance Target / Total Transactions per Management Task occurring during the Measurement Interval]*100%	Service Now	
Remediation	Elapsed Time	Moderate and Low POA&M items closed within 30 days	95.00%	Monitor Continuously, Measure Daily	Monthly	[Transactions completed per Management Task within Performance Target / Total Transactions per Management Task occurring during the Measurement Interval]*100%	Service Now	
<b>Incident Resolution</b>								
Time to Notify the City of a Priority 1 or 2 Incident	Time to respond	<15 minutes	95.0%	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Service Now & MIM process	5%
Incident Resolution - Priority Level 1	Time to Resolve	<4 hours	95.0%	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Service Now	10%
Incident Resolution - Priority Level 2	Time to Resolve	<8 hours	95.0%	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Service Now	5%
Incident Resolution - Priority Level 3	Time to Resolve	Next Business Day	95.0%	Monthly	Monthly	Number of requests completed	Service Now	5%

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
						within performance target/total of all requests occurring during Measurement Interval		
Incident Resolution - Priority Level 4	Time to Resolve	Next Business Day or as prioritized by Service Provider	95.0%	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Service Now	0%
Root Cause Analysis	Time to provide initial report of Incident cause	Within 24 hours of Incident Resolution for Priority Level 1 or 2 (or by the end of the next Business Day if the calculated 24 hour time to provide the initial report of the Incident cause falls outside of Business Hours)	98.0%	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Service Now	5%
	Time to provide Formal Root Cause Analysis report	Within 5 Business Days of Incident Resolution for Priority Level 1 or 2	98.0%	Monthly	Monthly	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	Service Now	
<b>Asset Tracking Accuracy</b>	Within fifteen (15) Business Days after the first Business Day of each calendar quarter, Service Provider will select a statistically valid sample, based on Service Provider's asset tracking system and in accordance with the process specified in the Procedures Manual, to measure Service Provider's compliance with the following Service Level.							
Accuracy of Asset Information	Accuracy as determined by audit	n/a	95% of assets audited have all information accurate	Quarterly	Quarterly	[Number of assets sampled during the Measurement Interval where all data elements are determined to be correct/number of assets sampled during the Measurement Interval] * 100%	SCCM	5%
<b>Documentation Accuracy</b>	Within five (5) Business Days after the first Business Day of each calendar quarter the City shall select a statistically valid sample, based on the Service Provider-maintained environment documents, knowledge base entries, and the Disaster Recovery Plan that have changed during the previous quarter and in accordance with the process specified in the Procedures Manual, to measure Service Provider's compliance with the following Service Levels pertaining to the accuracy of changes to the documentation, knowledge base entries, and Disaster Recovery Plan over the previous quarter. Accuracy of data shall adhere to the following Service Level.							
Documentation Accuracy - Service Environment Documents, Knowledge Base Entries and DR Plan	Accuracy as determined by audit	n/a	98%	Quarterly	Quarterly	Number of tracked documents where document is determined to be correct/total number of tracked documents sampled	Document review	5%
<b>Software License Management</b>	Within five (5) Business Days after the first Business Day of each calendar quarter the City shall select a statistically valid sample, based on the software licenses that Service Provider is managing and in accordance with the process specified in the Procedures Manual, to measure Service Provider's compliance with the following Service Levels pertaining to the currency of the software licenses. Accuracy of data shall adhere to the following Service Level.							
Software License Currency	Accuracy as determined by audit	n/a	98%	Quarterly	Quarterly	Number of licenses where license is determined to be current/total number of software licenses sampled	SCCM	5%

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
<b>Reporting Timeliness</b>								
Operational Report Delivery Timeliness	Delivery of Reports	Reports completed and delivered on time	95% of reports with the City required content by Due Date  100% within +2 Business Days of Due Date	Monthly	Monthly	[Number of Reports required to be delivered during the Measurement Interval that are delivered by the Due Date in the required format and to the required recipient(s)/number of Reports required to be delivered during the Measurement Interval] * 100%  "Due Date" means (1) for Reports listed in Schedule 7 - Reports to the Agreement, the due date specified in such Schedule and (2) for ad hoc Reports, the due date specified by the City	Operation Meeting and material held and provided per cadence	5%
<b>Operational Improvement Recommendations</b>								
Operational Efficiencies Improvements - Service Tower and Department IT Improvement Recommendation Completion	Delivery of Recommendations	At least 4 Improvement Recommendations per Service Tower and at least 1 Improvement Recommendation per supported City department	100%	Semi-annual	Semi-annual	[Number of Recommendations delivered during the Measurement Interval /number of Recommendations required to be delivered during the Measurement Interval] * 100%	Results included in operation meetings	5%
<b>Innovation Recommendations</b>								
City Innovation Recommendations Completion	Delivery of Recommendations	At least 3 Innovation Recommendations	100%	Semi-annual	Semi-annual	[Number of Recommendations delivered during the Measurement Interval /number of Recommendations required to be delivered during the Measurement Interval] * 100%	Included in tower meetings	
<b>Training and Certification</b>								
Service Provider Onboarding Training	Training of Service Provider Personnel	All Service Provider Personnel must have completed account onboarding training for the City's specific environment before starting on the City account	100%	Quarterly	Quarterly	[Number of new Service Provider that have received onboarding training during the Measurement Interval /number of new Service Provider Personnel onboarded during the Measurement Interval] * 100%	Included in onboard process and no issues found	

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
<b>Satisfaction Scheduled Survey</b>	Service Provider shall establish a mutually agreed upon satisfaction survey and process, that may be facilitated by a Third Party and designed with City and Service Provider input.  Upon delivery of each such survey report, the Parties shall meet to discuss the results and jointly identify any areas of dissatisfaction. The Service Provider shall prepare a project plan with the City's input and approval to Resolve dissatisfaction. The Parties must meet and confer on all Service Provider survey reports in order for the Service Provider to meet each of the Scheduled Survey Service Levels.							
End-User Scheduled Survey (conducted annually)	End-User Satisfaction	Those surveyed should be very satisfied or satisfied (4 or 5 on a 1 to 5 scale survey)	90%	Annual	Annual	TBD	Results included in governance meetings	5%
Department and City Program Management Schedule Survey (conducted annually)	Department and Program Management Satisfaction	Those surveyed should be very satisfied or satisfied (4 or 5 on a 1 to 5 scale survey)	90%	Annual	Annual	TBD	Results included in governance meetings	5%
Business Analysis Services Scheduled Survey (conducted annually)	End-User and Department Satisfaction with Service Provider's Business Analysis Services	Those surveyed should be very satisfied or satisfied (4 or 5 on a 1 to 5 scale survey)	90%	Annual	Annual	TBD	Results included in governance meetings	
<b>Desktop Services</b>								
<b>IMACDs</b>								
1-5 in a single request	Elapsed time to deploy	Within 3 Business Days of request	95.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	5%
> 5 in a single request	Date and time scheduled	As agreed case by case						
Urgent request, single move	Elapsed time to deploy	Per agreed schedule, but no later than 2 Business Days						
<b>Asset Disposition Reporting</b>								
Asset Disposition Reporting and Plan	Delivery of Reports	Reports completed and delivered on time	100%	Quarterly	Quarterly	Events completed within performance target / total number of events occurring during the Measurement Interval	Reports delivered on time	
<b>Service Desk Services</b>								
<b>Service Desk Availability</b>								
Service Desk Availability	Schedule	24x7x365	100.0%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – maintenance window time)	Review adherence at monthly operations review	5%

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
<b>Response Time</b>	<p>Response Time is the number of seconds or cycles it takes an End-User to connect with Service Provider's Service Desk representative. Service Provider will provide United States telephone lines in adequate quantity to handle call volume, ACD system(s) to record call date, time and duration information, and electronic interfaces to all systems for monitoring and reporting.</p> <p>Call Abandonment Rate is defined as calls received at Service Desk that enter the queue and that are terminated (user hang up) prior to pickup by human operator or after voice response unit options (VRU) have been selected. The assumption is that the caller hung up because call took too long to answer.</p>							
Speed to Answer	Phone response time	≤ 60 seconds	95.0%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	Service Now	5%
Call Abandonment Rate	Phone response time	≤6%	100%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	Service Now	
Email Response Rate	Online response time	≤ 1 hour	95%	Monthly	Monthly	Number of events per event type within performance target / total number of events per type during Measurement Interval = percent (%) attained	Service Now	
<b>Level 1 Resolution</b>								
First Contact Resolution (escalation to Level 2 does not qualify as being Resolved)	First Contact Resolution percentage	75% with <5% recalls	N/A	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	5%
Level 1 Time to Resolution (escalation to Level 2 does not qualify as being Resolved)	Elapsed time	<2 hours with <5% recalls	95%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
<b>End-User Account Administration</b>								
New End-User Account (up to 5 per request)	Elapsed time	Completed next Business Day of authorized request	95.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
New End-User Account (6+ per request)	Elapsed time	Per agreed schedule, but no later than 3 Business Days	N/A	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
Password Reset (Phone Call, Chat or Automated Reset if Available)	Elapsed time	Completed within 5 minutes of receipt of request	95.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
Password Reset (Email or Web Ticket)	Elapsed time	Completed within 45 minutes of receipt of request	95.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
Privilege Changes	Elapsed time	Within 2 Business Day hours of the City authorized request	95.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
Disable End-User Account (Urgent Request - Phone Call)	Elapsed time	Within 5 minutes of the City authorized request	99.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
Disable End-User Account (Non-Urgent Request- Phone Call, Chat, Email or Web Ticket)	Elapsed time	Within 60 minutes of the City authorized request	99.0%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
Terminate End-User Account	Elapsed time	Within 14 Business Days of authorized request, unless otherwise requested	99.9%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
<b>Incident Closure Notice</b>								
Incident Closure Notice (via e-mail and/or phone)	Elapsed time	< 30 minutes following Incident Resolution (note: based on City End-User approval of ticket closure)	98%	Monthly	Monthly	Number of instances within performance target / total number of instances during Measurement Interval = percent (%) attained	Service Now	
<b>Application Management, Configuration and Maintenance Services</b>								
<b>Application Changes (Enhancements, Configuration Changes)</b>								
Delivery Time	Delivery	Delivered by the date agreed in the Project Statement of Work	95%	Monthly	Monthly	[Number of Application Changes required to be delivered during the Measurement Interval that are delivered in the required time frame / number of Application Changes required to be delivered during the Measurement Interval] * 100%	Project completion deliverables reviewed in project and tower meetings using PMO templates. See section 7.1.2 on processes and monitoring of individual projects.	

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
Adherence to Scope	Functional Requirements Met	All functional requirements met by the completion of UAT	95%	Monthly	Monthly	[Number of Application Changes for which UAT completes during the Measurement Interval for which all functional requirements were accepted by the completion of UAT / number of Application Changes for which UAT completes during the Measurement Interval] * 100%	Scope reviewed in project and tower meetings using PMO templates. See section 7.1.2 on processes and monitoring of individual projects.	
Planned and Scheduled Application Changes	Production Deployment	Changes are deployed on time (includes completion of UAT, all training and other activities associated with the planned deployment)	95%	Monthly	Monthly	[Number of Application Changes required to be deployed during the Measurement Interval that are deployed on time per the project plan / number of Application Changes required to be deployed during Measurement Interval] * 100%	Change Management Templates & Process	
<b>Enterprise Compute Services</b>								
<b>System Availability</b>	System Availability is defined as the availability of in scope components required to conduct the normal business operation of the City Application systems including servers (e.g., server CPU, memory, internal storage), external storage, System Software and network connection. Availability will be measured based on the availability of each the City Application (i.e. excludes application availability and other out-of-scope components as determined by Root Cause Analysis) to conduct the normal business operation by all End-Users of the applicable the City Application. Excludes scheduled maintenance window.							
System Availability - Mission Critical Systems (Production)	System Availability	Per Schedule	99.99%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%)	Vanda (Nagios)	10%
System Availability - Business Critical (Production)	System Availability	Per Schedule	99.90%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%)	Vanda (Nagios)	10%
System Availability - Business Important (Production)	System Availability	Per Schedule	99.50%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%)	Vanda (Nagios)	10%
System Availability - Non- Production Systems	System Availability	Per Schedule	98.50%	Monthly	Monthly	Availability(%) = 100% - Unavailability (%)	Vanda (Nagios)	5%
Unscheduled Downtime for Each City Application	Unscheduled downtime	Inability to conduct normal business operation due to unscheduled City Application downtime not to exceed 4 times per month, per City Application	100%	Monthly	Monthly	Number of unscheduled downtimes ≤ 4	Service Now	5%
<b>Capacity Management</b>								

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
Capacity and Utilization	Capacity and Utilization of Physical Servers, Virtual Servers and Storage Devices	Physical servers, virtual servers and storage devices that meet asset utilization / capacity levels defined by Customer	100%	Quarterly	Quarterly	Number of asset categories meeting defined capacity/ utilization/ levels during the Measurement Interval/number of defined capacity utilization levels required to be maintained during the Measurement Interval] * 100%	Nimble, Vanda (Nagios)	
<b>Event Processing</b>	Scheduled Production Events: events include event setup, execution and completion of normally scheduled production batch jobs.							
Scheduled Production Events	Per scheduled time	Complete core jobs events per the City's approved schedule	99%	Daily	Monthly	Complete core jobs events per the City's approved schedule	Results included in operation meetings	
<b>Backups</b>	Service Provider shall implement and maintain backup and restoration capabilities for specified Service Tower data, applications and component configurations as defined in each Service Tower SOW. Service Provider shall perform error and omission free incremental backups, full backups and full archive backups according to the Backup Schedule presented below. Recovery procedures will be capable of restoring Service delivery for failed Service Tower data, applications and component configurations according to the Restoration Service Levels listed below. Service Tower components requiring scheduled backups shall be referenced in the service environment section of each Service Tower SOW.							
Incremental Daily Backup Offsite Storage Retention for 35 days	Successful backup and storage	Per Schedule	98%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Results included in operation meetings	
Full Weekly Backup Offsite Storage Retention for 5 weeks	Successful backup and storage	Per Schedule	100%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Results included in operation meetings	
Full Monthly Archive Backup Offsite Storage Retention Indefinite	Successful backup and storage	Per Schedule	100%	Monthly	Monthly	Number of backups completed on schedule/total of all backups scheduled during Measurement Interval	Results included in operation meetings	
Quarterly Test of Backup Restore Process	Test results	Successful tests	100%	Quarterly	Quarterly	TBD	Results included in operation meetings	
<b>Disaster Recovery Testing</b>								
DR Test	Successful DR test	Successful annual test of each DR recovery time	100%	Annual	Annual	Number of tests completed within performance target /total of all tests occurring during Measurement Interval	Success per DR plan	5%
<b>Cloud Provisioning</b>								
Cloud Server (Compute) Provisioning	Time to provision new cloud compute instance(s)	≤1 Business Day after City approval (subject to change control and change management processes)	95%	Monthly	Monthly	Events completed within performance target / total events	Service Now	5%

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Service Level	Service Measure	Performance Target	Minimum Performance	Measurement Interval	Reporting Period	Formula	Measurement Tool	Fee Reduction Weighting Factor
<b>Network Availability</b>	Network Availability is defined as the time during which connectivity is fully functioning and normal business operations can be carried out with no data loss, downtime, or performance degradation.							
WAN Availability	Availability	24 x7 Excluding maintenance window	99.99%	Monitor continuously, measure monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – maintenance window time)	Vanda (Nagios)	10%
LAN Availability	Availability	24 x7 Excluding maintenance window	99.99%	Monitor continuously, measure monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – maintenance window time)	Cisco Prime, Vanda (Nagios)	10%
VPN Availability	Availability	24 x7 Excluding maintenance window	99.99%	Monitor continuously, measure monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – maintenance window time)	Firewall, Vanda (Nagios)	5%
Internet Access Availability	Availability	24 x7 Excluding maintenance window	99.99%	Monitor continuously, measure monthly	Monthly	Availability(%) = 100% - Unavailability (%) Where Unavailability is defined as: [(Sum of Outage Duration) / (Scheduled Time)]% Scheduled Time = (Total possible time in Measurement Interval – maintenance window time)	Cisco Prime, Vanda (Nagios)	5%
							<b>Total</b>	<b>200%</b>

**Priority Levels**

PRIORITY MATRIX		IMPACT		
		High	Medium	Low
URGENCY	High/Emergency	Priority Level 1	Priority Level 2	Priority Level 3
	Medium	Priority Level 2	Priority Level 3	Priority Level 4
	Low	Priority Level 3	Priority Level 4	Service Request

Priority Level Definitions and Examples		
Priority Level	Definitions	Examples

Priority Level	Definitions	Examples
<p><b>Priority Level 1 — Emergency / Urgent</b></p> <p><i>Critical Business Impact</i></p>	<p>1) The Incident has caused a complete and immediate work stoppage or significant performance degradation affecting a Mission Critical system, primary business process or a broad group of users, and no workaround is available</p> <p>2) Designated a “security emergency” or “cyber breach” by the City .</p> <p>3) Service Requests (e.g., IMACD) and Incidents originating from designated City groups</p> <p>4) Incidents originating from City Council and City Commission meetings</p>	<p><b>Business and Financial Examples</b></p> <ul style="list-style-type: none"> <li>· Enterprise-wide visibility (includes internal and external business partners and customers)</li> <li>· Critical to major impact on external customers conducting business with the City or a Public Safety system</li> <li>· Customers unable to process any business transactions</li> <li>· The failure creates a serious business or public safety exposure</li> <li>· City employees unable to conduct critical functions</li> </ul> <p><b>System / Infrastructure Examples</b></p> <ul style="list-style-type: none"> <li>· Critical capability is degraded or is not available</li> <li>· A Mission Critical categorized system is degraded or is not available</li> <li>· Multiple Systems and/or functions are down</li> <li>· Multiple locations, buildings, departments</li> <li>· Network outage: LAN/WAN/Internet failure</li> <li>· Security threat, i.e., virus or worm spread through the enterprise</li> <li>· Long-term impact on the operations of the majority or the entire enterprise</li> <li>· System or certain functions/services are down</li> <li>· The failure causes a system to be inoperable to all users, total loss of functionality</li> <li>· Many or major files lost, large data corruption</li> <li>· A system or Network that is chronically out of service or continues to fail repeatedly</li> <li>· Critical business cycles (e.g., month/quarterly/year-end financial activity)</li> <li>· Critical business processes (e.g., payment runs, batch jobs)</li> </ul> <p><b>Customer Impact Examples</b></p> <ul style="list-style-type: none"> <li>· A whole department, multiple workgroups or departments</li> </ul>
<p><b>Priority Level 2 — High</b></p> <p><i>Major Business Impact</i></p>	<p>The Incident has affected a business process in such a way that business functions are severely degraded, or multiple users are, or a key customer is, affected and a workaround may be available but is not easily sustainable.</p>	<p><b>Business &amp; Financial Examples</b></p> <ul style="list-style-type: none"> <li>· Medium visibility and moderate impact to revenue</li> <li>· Significant impact that may threaten future productivity if issue is not resolved</li> </ul> <p><b>System / Infrastructure Examples</b></p> <ul style="list-style-type: none"> <li>· System usage is limited</li> <li>· Slow performance (network or application) and/or loss of functionality</li> <li>· Few files lost or corrupted</li> </ul> <p><b>Customer Impact Examples</b></p> <ul style="list-style-type: none"> <li>· Customers were unable to perform some portion of their job function</li> <li>· &gt; 50% of department, office, site or user-base affected</li> </ul>

Priority Level	Definitions	Examples
<b>Priority Level 3 — Medium</b>  <i>Moderate Business Impact</i>	The Incident has affected a business process in such a way that certain functions are unavailable to End Users or a system or service is degraded and a workaround may be available.	<b>Business &amp; Financial Examples</b> <ul style="list-style-type: none"> <li>· Minimal immediate business or financial exposure</li> </ul> <b>System / Infrastructure Examples</b> <ul style="list-style-type: none"> <li>· Functionality is degraded but can be circumvented</li> </ul> <b>Customer Impact Examples</b> <ul style="list-style-type: none"> <li>· Customer was unable to perform a minor portion of their job</li> <li>· No business or financial impact</li> <li>· Scheduled or planned work and coordinated with customer</li> </ul>
<b>Priority Level 4 — Low</b>  <i>Minimal Business Impact</i>	The Incident has little impact on normal business processes and can be handled on a scheduled basis and a workaround is available.	<ul style="list-style-type: none"> <li>· Peripheral problems (e.g., a network printer)</li> <li>· Preventive maintenance</li> <li>· Incident where a workaround exists within the known error database</li> </ul>

**SCHEDULE 5**  
**FEES**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**UNISYS CORPORATION**

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## **Schedule 5**

### **Fees**

#### **1. Introduction**

This Schedule 5 Fees is applicable as of the Effective Date of the Agreement and sets forth the Fees payable to Service Provider for provision of Services and the methodology to calculate adjustments to Fees, if any. This Schedule also includes the Termination Fees that are applicable to this Agreement.

#### **2. Definitions**

“Additional Resource Charge” (“ARC”) means the amount payable, in addition to the Base Fees, for additional Resource Units consumed above Baseline Volumes, computed monthly on a per-Resource Unit basis applicable to all units consumed when the Dead Band is exceeded.

“Additional Services Fees” means Fees for specific discrete Services that are listed in Exhibit 1 to Schedule 5, and are part of the Base Fees.

“ARC Ceiling” means the maximum percentage of ARC unit changes that can occur before Parties agree to mutually review and may renegotiate such applicable Resource Unit items such as Base Fees, Baseline Volumes, ARC Rates and RRC Rates.

“Base Fee(s)” means the total Fees to Customer for Services for the then current Baseline Volumes and FTEs. Base Fees also includes Additional Services Fees as set forth in Exhibit 1 to Schedule 5.

“Baseline Volume” means the specific quantity of FTEs or Resource Units included within the Base Fees for a month.

“Contract Rate Card” means the hourly rate card that will apply for additional FTEs that Customer may decide to add to Services during the Term of this Agreement through the Change Control Procedures.

“Customer Optional Project Resources” means Fees identified in Exhibit 1 to Schedule 5 Fees (Optional Services worksheet) and which are included as part of the aggregate Customer Project Resources. Such Fees will be prorated and invoiced on an ongoing monthly basis, regardless of actual utilization. The Customer Optional Project Resources may be utilized by Customer during the Term at its discretion, consistent with the contractual procedures authorizing utilization of all other Customer Project Resources. To the extent the Customer Optional Project Resources are not utilized by Customer during the Term, applicable Fees will be credited to Customer by Service Provider in Service Provider’s final invoice under the Agreement.

“Customer Project Resources” means the funds available for use at Customer’s discretion identified in Section 3.6.1 (Customer Project Resources table).

“Dead Band” means a range of Baseline Volumes for each type of Resource Unit within which no adjustment of Base Fees is required.

“FTE” means a full time equivalent resource used in delivery Services and included in the Base Fees.

“Operational Utilization” means the percentage of time resources spend keeping the existing environment functioning (e.g. incident management, problem management).

“Original Contract” means the Master Service Agreement for Information Technology Outsourcing Services by and between City of Santa Clara and Unisys Corporation dated August 26, 2009, as amended from time to time.

“Original Contract Resource Unit Fees” means the Resource Unit Fees pursuant to the Original Contract.

“Pass-Through Order” means an order, signed by Customer, for Third Party product(s) and/or service(s) that are not Services, to which Service Provider may add mark-up or administrative fee in accordance with Section 5.3 of this Schedule 5 Fees. Pass-Through Orders may be placed for items such as specialized IT consulting services. Pass-Through Order procedures are further explained in Section 5.3.

“Project Utilization” means the percentage of time resources spend changing, upgrading or performing strategic planning for the environment.

“Reduced Resource Credit” (“RRC”) means the reduction in the Base Fees when actual Resource Units consumption falls below Baseline Volumes computed monthly applicable to the units consumed below the lower threshold of the Dead Band, on a per-Resource Unit basis, and credited only when consumption falls below the lower threshold of the applicable Dead Band.

“Resource Units” refers to categories of resources, or particular kinds of resources (such as numbers of devices, FTEs, calls or other measurable items) used to determine Base Fees.

“RRC Floor” means the minimum percentage of RRC unit credits that can occur before Parties agree to mutually review and may renegotiate such applicable Resource Unit items such as Base Fees, Baseline Volumes, ARC Rates and RRC Rates.

“Transition Fees” means Fees paid during transition, as identified in Schedule 13 Section 5 or as an amortized cost component and included in the monthly invoice as set forth in Exhibit 1 to Schedule 5 Fees (Transition Fees worksheet).

### **3. Baselines and Base Fees**

#### **3.1 Baseline Volume and Baseline Volume Adjustments**

The Baseline Volumes Resource Units as of the Effective Date of the Agreement are set forth in Exhibit 1 to Schedule 5.

##### **3.1.1 Adjustment to Baseline Volume**

During the Transition Period, Service Provider shall measure actual consumption of all Resource Units and recommend any changes to Baseline Volumes, if necessary, so that Baseline Volumes accurately reflect Customer’s then-current consumption, but excluding any unusual, exceptional or non-recurring conditions. After completion of the Transition Period, this process shall be repeated during the final two (2) months of each Contract Year, beginning with the first Contract Year, with changes to be effective at the beginning of the next invoicing period of the succeeding Contract Year and implemented in accordance with the reconciliation process described below. Base Fees shall be adjusted accordingly, using applicable ARC, RRC or other adjustments described by this Schedule or the Agreement. If the Parties are unable to agree upon adjusted Baselines (and related adjustments to Base Fees) in a timely manner, the matter shall be referred to the governance committee and if they are unable to agree, then resolved, if necessary, in accordance with Section 21 of the Agreement (concerning disputes). Section 4 of this Schedule sets forth the methodology to adjust Baseline Volumes in the event of substantial changes to Baseline Volumes.

#### **3.2 Base Fees and Base Fees Adjustments**

Base Fees for Services are as provided in Exhibit 1 to Schedule 5 (Base Fees table) of this Schedule. Base Fees reflect consumption of chargeable Resource Units in accordance with the Baseline Volumes contained therein. Base Fees commence upon Service Commencement Date after successful completion of Transition related activities and completion of the final Transition Milestone for all Service Towers.

### 3.2.1 [Reserved]

### 3.2.2 COLA

Service Provider Contract Staff Labor Rates and Resource Unit Fees, as delineated in Exhibit 1 to this Schedule 5 will be adjusted annually for inflation (COLA: Cost of Living Adjustment) based on the Consumer Price Index, Urban Wage Earners and Clerical Workers (Current Series), Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, provided by the Department of Labor Bureau of Labor Statistics. Service Provider Contract Staff Labor Rates will be adjusted at 100% of the applicable COLA. Resource Unit Fees will be adjusted at 88% of the applicable COLA. For avoidance of doubt, during the Term, COLA will be applicable only to Service Provider Contract Staff Labor Rates and Resource Unit Fees as described in this Section 3.2.2. The COLA adjustment will begin on July 1, 2018 and each subsequent Contract Year on July 1, based on the period ending December 31 of the previous year. Notwithstanding the above described COLA adjustments, in the event the City encounters budget constraints based on severe economic conditions, Service Provider agrees to discuss such COLA adjustments with the City in good faith.

### 3.3 Incremental Charges and Credits

After Service Commencement Date of Services, Customer shall pay Base Fees associated with such Services plus ARCs (if consumption of Resource Units exceeds the upper limit of the Dead Band) or minus RRCs (if consumption of Resource Units fall below the lower limit of the Dead Band). Dead Band, ARCs and RRCs shall be determined, reported and invoiced on a monthly basis.

#### 3.3.1 Reporting and Payment of ARCs and RRCs

Within thirty (30) days following the end of each month, Base Fees for Services will be adjusted by Service Provider based upon (i) positive or negative differences between actual usage of Resource Units for the preceding month and (ii) then-current Baseline Volumes, (iii) multiplied by applicable ARCs and RRCs, provided, that there shall be no actual adjustment unless actual consumption falls outside the Dead Band. After calculation of all adjustments, Service Provider shall deliver to Customer, a statement in reasonable detail specifying all adjustments for that month, and explaining their calculation. If there has been a net overpayment by Customer, the amount of the overpayment shall be credited against the next succeeding Service Provider invoice(s) or paid by check when the Agreement expires or terminates. If there has been a net underpayment by Customer, the amount of the underpayment shall be added to the next succeeding Service Provider invoice(s) or paid by check when the Agreement expires or terminates. Customer agrees to pay the net amount due, if any, as provided in Section 11.3 of the Agreement after receipt of a correct Service Provider's invoice.

#### 3.3.2 ARC Dead Band

The ARC Dead Band is expressed as a percentage amount and is set forth in the ARC Dead Band Table that is provided for each Resource Unit type for each relevant Service Tower. For the purposes hereof, "ARC Dead Band Percentage" means the percentage above the Baseline Fee for each applicable Resource Unit type within which ARCs will not apply, and above which ARCs will apply

### 3.3.3 ARC Dead Band Table

The following ARC Dead Band Table identifies the factors that are to be used in calculating ARCs for each Resource Unit type for each of the applicable Service Towers. The ARC Dead Band is calculated by multiplying the Baseline Fee by the sum of 1.00 plus the ARC Dead Band percentage.

**Table 1. ARC Dead Band Table**

	ARC Dead Band
	% of Baseline
Service Tower	
Enterprise Compute Services (i.e. data center and network)	10%
Service Desk Services	10%

### 3.3.4 Reduced Resource Credits (RRCs)

The RRC Dead Band is expressed as a percentage amount and is set forth in the RRC Dead Band Table that is provided for each applicable Service Tower. For the purposes hereof, the RRC Dead Band means the percentage below the Baseline Fee for each applicable Resource Unit type within which RRCs will not apply, and below which RRCs will apply.

### 3.3.5 RRC Dead Band Table

The following RRC Dead Band Table identifies the factors that are to be used in calculating RRCs for each Resource Unit type for each of the applicable Service Towers. The RRC Dead Band is calculated by multiplying the Baseline Fee by the sum of 1.00 less the RRC Dead Band percentage.

**Table 2. RRC Dead Band Table**

	<b>RRC Dead Band % of Baseline</b>
<b>Service Tower</b>	
<b>Enterprise Compute Services (i.e. data center and network)</b>	10%
<b>Service Desk Services</b>	10%

**3.3.6 Credits for non-availability of FTEs**

Customer shall not pay corresponding prorated Fees for vacancies or absences in excess of agreed schedule of FTEs, unless prior agreement has been reached for adequate backfill for such FTEs. The agreed schedule of FTEs is as below.

- a. The base hours for calculating credits for non-availability of an FTE is 2080 hours per year.
- b. Total hours of non-training absences for any fulltime FTE shall be 248 hours. This number is based on 13 Customer holidays, 13 vacation days and 5 sick days. If the number of Customer holidays is decreased from 13 days, the time allocated for Customer holidays will be added to Service Provider vacation days. For the avoidance of doubt, the total working hours per FTE include time for FTEs to perform administrative activities [e.g. corporate email, required corporate training (e.g. ethics, security), and performance evaluations].
- c. The total hours of non-training absences for any part-time FTE shall be reduced proportionately per base hours specified in (a).
- d. Total training hours shall be 40 hours per year unless otherwise agreed to by Customer. For the purpose of this Section 3.3.6, training hours refers to training that enhances that job skills and capabilities of the FTE in providing the Services. For the avoidance of doubt, training hours shall not include administrative or other training not directly related to providing the Services.

In the event a credit is due to Customer pursuant to this Section, Service Provider will credit the prorated Fees for the applicable FTE in the upcoming monthly invoice.

Customer may within thirty (30) days from Effective Date identify specific FTEs which will be removed from on-boarding at Service Commencement and corresponding credits will be applied to the Base Fees, as identified in Schedule 5 Section 3.3.6. Customer removed FTEs shall be added to the Services through the Change Control Procedures.

**3.4 [Reserved]**

**3.5 [Reserved]**

**3.6 Project Resources**

**3.6.1 Customer Project Resources**

Resources used for Customer Project Resources are on a pay when used basis and invoiced on the next monthly invoice, with the exception of Customer Optional Project Resources. Customer retains the right to change or remove Customer Project Resources at its sole discretion during the Term of the Agreement, with the exception of the Customer Optional Project Resources. Customer Project Resources identified as of the Effective Date are as follows: ( ).

Customer Project Resources				
	Year 1	Year 2	Year 3	Year 4
<b>Customer Project Resources</b>	<b>\$218,418</b>	<b>\$1,313,544</b>	<b>\$1,637,590</b>	<b>\$1,991,758</b>

**4. ARCs Ceiling and RRCs Floor**

ARC Ceilings and RRC Floors are established to provide a means to evaluate and adjust pricing if there are dramatic shifts in Resource Unit usage volumes over a sustained period. In the event that the Resource Unit usage is greater than the ARC Ceiling or less than the RRC Floor for a period of two (2) consecutive months, the Parties agree to mutually review and may renegotiate such applicable Resource Unit items such as Base Fees, Baseline Volumes, ARC Rates and RRC Rates.

The following ARC Ceiling and RRC Floor identifies the factors that are to be used in calculating whether Resource Unit usage has exceeded an ARC Ceiling or RRC Floor. The ARC Ceiling is to be calculated by multiplying the Baseline Volume of the Resource Unit by the sum of 1.00 plus the ARC Ceiling percentage where ARC Ceiling percentage will be 25% of the Baseline Volume for the Resource Unit. The RRC Floor is to be calculated by multiplying the Baseline Volume of the Resource Unit by the sum of 1.00 less the RRC Floor percentage where RRC Floor percentage will be 25% of the Baseline Volume for the Resource Unit.

Immediately following the second consecutive month that a Resource Unit usage exceeds the ARC Ceiling or falls below the RRC Floor, the Parties agree to negotiate in good faith an equitable adjustment to such Resource Unit items within thirty (30) days. Any adjustments to pricing (ARC, RRC, Base Fees, Baseline Volumes, ARC Ceilings, RRC Floors, and Dead Band) shall become effective on the date when the Parties execute an amendment to reflect it. Notwithstanding the foregoing, until a mutual agreement is reached by the Parties on making adjustments to the Resource Unit items referenced above, the then-existing ARCs and RRCs will continue in effect.

## 5. Expenses and Fees

### 5.1 Retained Expenses

Customer agrees to pay the expenses listed in Schedule 30 Financial Responsibility Matrix identified as Customer's responsibility, and as otherwise specified by the Agreement or agreed to from time to time in writing.

### 5.2 Travel and Living Expenses

Service Provider will seek to limit travel costs by utilizing local or regional resources when possible and will make efforts to limit travel to specialized resources whenever feasible. Customer will reimburse actual travel and living expenses for Contract Staff identified in Schedule 30 Financial Responsibility Matrix with prior written consent from Customer, in connection with the performance of Services. Travel expenses as applicable for the preceding month will be included in the monthly invoice. Invoices shall describe reimbursable expenses in reasonable detail. Service Provider shall provide backup documentation including receipts for all reimbursable travel and living expenses. Travel, living and other expenses shall comply with Customer's written policies.

### 5.3 Pass-Through Orders

A Pass-Through Order consists of third party products or services, or both, which shall be provided on a pass-through basis, (individually a "Third Party Product" or a "Third Party Service" and collectively "Third Party Items."). Pass-Through Orders may not be placed for items included in the Services. Pass-Through Orders may be placed for items such as specialized IT consulting services. The total value of all Pass-Through Orders in a Contract Year, on which Service Provider will not add any mark-up or administrative fees, shall not exceed \$90,000.00 USD, unless otherwise agreed by Service Provider, prorated for Contract Years of less than 12 months. If agreed by Service Provider, Pass-Through Orders accepted in excess of the annual Contract Year limit will be subject to a 5% administrative fee. Pass Through Orders shall not include any Pass-Through Expenses identified in Schedule 5, Exhibit 1 at the time of contract signing.

These Third Party Item(s) are included in the Pass-Through Order solely as a convenience to Customer to acquire the Third Party Item(s). By signing the Pass-Through Order, Customer authorizes Service Provider to order each Third Party Item for provision to the Customer by the applicable vendor. Service Provider has alliances with certain third party product and service vendors. As part of any such alliance relationship, Service Provider may be entitled to receive from these vendors certain fees, discounts, or other financial benefits. Customer acknowledges that Service Provider may receive these benefits for the Third Party Item(s).

The Third Party Item(s) shall be governed solely by the standard terms, conditions and service descriptions of their vendor. Service Provider will invoice Customer for each Third Party Item at the applicable price in the Pass-Through Order. Service Provider shall invoice Customer for each Third Party Product on shipment and for each Third Party Service in advance of the service. The undisputed invoices will be due and payable to Service Provider upon receipt of the Third Party Items. Service Provider shall pay the vendor after Service Provider receives Customer's payment. Vendor must agree in advance of Pass-Through Order placement to be paid after Service Provider is paid by Customer and agree that Customer is responsible for any dispute concerning a Third Party Item(s). Customer agrees that Service Provider has no responsibility for the Third Party Items, which Service Provider provides on a pass-through, AS IS basis, and Customer agrees to look solely to the applicable vendor for each Third Party Item.

#### **5.4 Overtime and Weekend Pay**

Customer agrees to pay overtime rates based on industry standards only for non-exempt Service Provider employees performing project work on an hourly basis for Contract Staff work in excess of standard business hours of the Customer. The standard business hours of Customer are 7:00 am – 6:00 pm Pacific Time, Monday through Friday. Overtime pay may be claimed by Service Provider only with written consent from Customer in advance of anticipated overtime hours.

#### **5.5 [Reserved]**

#### **5.6 Contract Rate Card**

Contract Rate Card is set forth in Exhibit 1 to Schedule 5 (Rate Card worksheet).

### **6. Transition Fees**

Customer agrees to pay charges for Transition Services as set forth in the “Transition Fees” worksheet contained in Exhibit 1 to Schedule 5.

#### **6.1 Corrective Assessments**

Customer has the right to impose Corrective Assessments for Critical Transition Milestones for delays beyond the deadlines for such Critical Transition Milestones set forth in Schedule 13 Transition Services and Deliverables. Schedule 13 Section 8 identifies the Corrective Assessment for each Critical Transition Milestone and the corresponding completion dates for the Critical Transition Milestones.

### **7. Estimated Allocation of Project Hours per FTE**

Onsite FTEs shall perform both Project Utilization and Operational Utilization based work. The estimated percentage of time allocated for Project Utilization work for each onsite FTE is provided in Exhibit 1 to Schedule 5. If the actual percentage of time performing project work per quarter is materially lower than the estimated percentage of time allocated for project work, Service Provider shall justify the variation in writing to the Customer. If the Customer is not satisfied that the variations is justified, the Parties shall resolve in accordance with Section 21 of the Agreement.

### **8. FTE Role Descriptions**

Job descriptions for FTEs are provided in the attached file.



Schedule 5 Fees -  
FTE Role Descriptior

### **9. Termination for Convenience Fees**

Customer agrees to pay Termination for Convenience set forth in Exhibit 1 to Schedule 5, in accordance with Section 15.4 of the Agreement.

## 10. Original Contract Resource Unit Fees

During the period between the Effective Date hereto and the completion of the Transition Services for the Services or for a particular Service hereunder, and notwithstanding the expiration of the Original Contract on June 30, 2017, the Resource Unit Fees as contemplated and delineated in the Original Contract will remain in force and will be invoiced by Service Provider to Customer. For avoidance of doubt, all other Fees will be invoiced pursuant to this Agreement.



**Position:** Contract Executive & PMO Lead  
**Supervisor:** Regional Service Delivery Director

**Summary:**

The Contract Executive and PMO Lead will be the Service Provider's primary point of contact for all matters relating to City of Santa Clara program, including steady state service integration, performance and demand management across all in scope Service Towers and Third Parties as applicable. This includes managing and coordinating all steady state Service Provider resources, subcontractors and Third Parties across all of the Service Towers to ensure optimal end to end service delivery, careful and timely management of Service Requests, accurate and complete reporting, accurate invoicing, and comprehensive escalation and issue management.

This role directs Unisys staff members that will include the Applications Program Manager, Technical Lead, Infrastructure Architect, Information Security Officer, Business Analysts and Project Managers within the PMO. This position will require 10 to 15 years of management experience in an Information Technology environment supporting at least 1,000 user and must possess excellent communication and resource optimization experience along with strong technology experience in various environments. Experience with Public Sector and Local Municipalities is expected and should include Information Technology management such as application development, application support, data center operations, end user operations and project management.

**Qualifications:**

- Masters or Bachelor's degree or higher in CS, CIS, MIS or equivalent
- Be knowledgeable of the Customer's business strategy, objectives, processes and operations (including Customer departments)
- Experienced at running services equal in size and scope to those of the City
- Be knowledgeable about established project management standards and processes in the Customer environment
- Be experienced in overseeing a portfolio of projects and managing project managers to ensure projects remain on time and on budget
- Be experienced in managing and overseeing project proposals
- Be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to the PMO function
- Possess a Project Management Professional (PMP) certification from the Project Management Institute (PMI)
- Municipality applications management experience preferred

**Skills:**

- In-depth knowledge of overall Information Technology application evaluation, development, implementation, testing and production support.
- Previous working experience in project management implementing IT applications.
- Working knowledge of data processing concepts
- Familiarity with various operating systems and industry-accepted standards and client/server application computing environments.

**Responsibilities:**

- Be the primary onsite contact point for all matters relating to cross Service Tower, steady state service delivery including ongoing services supply/demand alignment and performance management
- Be the primary Customer contact for the Cross Functional Statement of Work scope of services and be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to the Cross Functional Statement of Work
- Primary point of contact for all matters relating to governance and relationship management including financial, performance and contract management
- Responsible for directing all of Service Provider's activities and shall be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Agreement



- Have experience with coordinating service delivery across multiple Service Towers and Third Parties in support of end to end IT systems
- Knowledgeable about the Services transition, Service Provider Service Tower services, and be knowledgeable about Service Provider subcontractor and Third Party services and how all of these integrate to provide services for the Customer
- Be experienced at running information technology systems, networks, help desks and end user support, and applications functions of a size and scope minimally equal in size and scope to those of the Customer
- Responsible for driving each Services Tower to work seamlessly across all Service Towers and resolving any escalated issues that cannot be resolved at the Service Tower level
- Participate in governance meetings in Schedule 17, as relevant
- Review and approve all PMO deliverables prior to submission to the Customer



**Position:** Applications Program Manager  
**Supervisor:** Contract Executive

**Summary:**

The Applications Program Manager supervises Contract Staff members including Application Analysts, Business Analysts, and Web Designers and Developers. This position requires 10 to 15 years of management experience in an Information Technology environment supporting at least 1,000 users and must possess excellent communication skills and resource optimization experience along with strong technical experience in various environments. The role is also responsible for evaluating and recommending solutions by working with all Customer groups impacted. Experience with Public Sector and Local Municipalities is expected along with deep experience with key applications that commonly support these customers. Experience with Agile and DevOps methodologies is an expectation and a plus.

The Applications Program Manager has overall responsibility for management of the Portfolio (including strategy and Roadmap), the Plan of Record, and portfolio definition and strategic roadmaps as well as leadership of the Applications Services team.

**Qualifications:**

- Master or Bachelor's degree or higher in CS, CIS, MIS or equivalent
- At least 15 years' experience in IT application management including managing and motivating technical personnel.
- Be knowledgeable of the Customer's business strategy, objectives, processes and operations (including Customer departments)
- Be knowledgeable about the assigned Service Tower(s), knowledgeable about other Service Provider Service Tower services that impact their assigned area(s), knowledgeable about Service Provider subcontractor and Third Party services and how all of these integrate to provide Services for the Customer
- Previous working experience in project management implementing IT applications.
- Be experienced at running information technology systems and networks of a size and scope minimally equal in size and scope to those of the Customer

**Skills:**

- Working with business leaders to develop and align application strategies to business objectives
- Ability to anticipate the direction of future application strategy and be proactive in identifying tactics to deliver.
- Ability to translate the application strategy into plans and actions
- In-depth knowledge of Information Technology application evaluation, development, implementation, testing and production support.
- In-Depth knowledge of the software development life cycle.
- Working knowledge of data processing concepts
- Familiarity with various operating systems and industry-accepted standards, client/server application computing environments and relational database concepts.
- Relevant certifications for the skills/application/service area/domain
- Agile and DevOps Methodologies

**Responsibilities:**

- Be the primary onsite contact point for all matters relating to day-to-day service delivery including ongoing services supply/demand alignment and Service Tower performance management
- Drive the delivery of seamless cross Service Tower Services to the Customer
- Be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to their Service Tower(s)
- Take ownership of the day-to-day Service Tower(s) operational relationships between Service Provider information technology service delivery and the Customer



- Manage and coordinate the appropriate resources to ensure optimal Service Tower service delivery and ensure that all issues raised are resolved in accordance with the applicable defined Customer and/or Service Tower procedures and Service Levels



**Position:** Infrastructure Program Manager  
**Supervisor:** Contract Executive

**Summary:**

The Infrastructure Program Manager has overall responsibility for Infrastructure Services (Data Center, Network and Cloud), managing and overseeing all people, processes and tools required to deliver all services both remotely and onsite in these areas. This position is also tasked with making recommendations to IT Governance for enhancements to Service Provider's services or Service portfolio based on operational observations and works under direction of a senior architect for complex projects. This position supports and administers data retention/recovery and production job schedules and performs continuous analysis of production jobs, backup processes, system monitoring, and server availability. The role is also responsible for evaluating and recommending solutions by working with all Customer groups impacted. This position will require 10 to 15 years of management experience in an Information Technology environment supporting at least 1,000 users and must possess excellent communication and resource optimization experience along with strong technical experience in a Windows environment. Experience with Public Sector and Local Municipalities is expected.

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent
- In-depth knowledge and experience with at least 10 years Enterprise Systems Management experience including design, testing, and implementation.
- Three years minimum Data Center experience and one year minimum Data Center management experience.
- 5 years' experience in developing, enhancing and supporting event correlation.
- Familiarity with database and infrastructure software design, implementation, maintenance, upgrade and operations technique.
- Knowledge of data processing and network/communication concepts, products and protocols
- Experience in project management including managing and motivating technical personnel.
- Possesses strong product, technology, and industry knowledge.
- Be knowledgeable of the Customer's business strategy, objectives, processes and operations (including Customer departments)
- Be knowledgeable about the assigned Service Tower(s), knowledgeable about other Service Provider Service Tower services that impact their assigned area(s), knowledgeable about Service Provider subcontractor and Third Party services and how all of these integrate to provide Services for the Customer
- Be experienced at running information technology systems and networks of a size and scope minimally equal in size and scope to those of the Customer

**Skills:**

- Relevant certifications in Infrastructure Services
- Working knowledge of IT operational procedures and processes.
- Experience performing storage and enterprise platform systems design, implementation, troubleshooting, and management across heterogeneous environments.
- Familiarity with various operating systems and industry-accepted standards and client/server application computing environments.
- Strong working knowledge of storage technologies (i.e., SAN, NAS, iSCSI, Fiber Channel, Enterprise Storage Arrays, Data Replication, HSM). Administration of multiple UNIX environments, hardware and operating systems.
- Experience with design (blueprinting) and developing conceptual, logical, and technical architecture models.

**Responsibilities:**

- Be the primary onsite contact point for all matters relating to day-to-day service delivery including ongoing services supply/demand alignment and Service Tower performance management
- Drive the delivery of seamless cross Service Tower Services to the Customer

# UNISYS

- Be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to their Service Tower(s)
- Take ownership of the day-to-day Service Tower(s) operational relationships between Service Provider information technology service delivery and the Customer
- Manage and coordinate the appropriate resources to ensure optimal Service Tower service delivery and ensure that all issues raised are resolved in accordance with the applicable defined Customer and/or Service Tower procedures and Service Levels



**Position: End-User Services Manager**  
**Supervisor: Contract Executive**

**Summary:**

The End-User Services Manager has overall responsibility for the delivery of services provided by the onsite Field Technicians and Endpoint Engineers which includes managing and overseeing all people, processes and tools required to deliver all services for the End User Tower. This position is also tasked with making recommendations to IT Governance for enhancements to Service Provider's services or Service portfolio based on operational observations and works under direction of a senior architect for complex projects. This position supports the resolution of IT incidents and requests for employees of the City and the development and management of the City's images across desktops, laptops and mobile devices. The role is also responsible for evaluating and recommending solutions by working with all Customer groups impacted. This position will require 8 to 10 years of management experience in an Information Technology environment supporting at least 1,000 users and must possess excellent communication and resource optimization experience along with strong technical experience in a Windows environment. Experience with Public Sector and Local Municipalities is expected.

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent
- Management experience (5+ Years) leading teams in large scale technical support initiatives.
- 5 years minimum End User Services experience.
- Experience in Group Policy Object (GPO) Administration required.
- Experience in mobile device and applications support (MDM), SCCM and Office 365
- Experience with Image development and Management across multiple device platform (Windows, IOS, Android)
- Expertise in Windows Deployment processes
- Experience in project management including managing and motivating technical personnel.
- Experienced at running information technology systems and networks of a size and scope minimally equal in size and scope to those of the Customer (1,000+ end users)

**Skills:**

- Relevant certifications in End User Services
- Working knowledge of IT operational procedures and processes.
- Possesses strong product, technology, and industry knowledge.
- Ability to review data, analyze and make recommendations to drive continuous improvement
- Excellent interpersonal and coaching skills with above average oral and written communication skills.
- One or more of the following professional certifications are highly desired.
  - Microsoft Certified Master (MCM)
  - Microsoft Certified Solutions Master (MCSM)
  - Microsoft Certified Solutions Expert (MCSE)
  - Microsoft Certified Technology Specialist in Windows 7 Deployment (MCTS)
  - MCSE: Desktop Infrastructure certification
  - Project Management Professional (PMP)

**Responsibilities:**

- Be knowledgeable of the Customer's business strategy, objectives, processes and operations (including Customer departments)
- Be knowledgeable about the assigned Service Tower(s), knowledgeable about other Service Provider Service Tower services that impact their assigned area(s), knowledgeable about Service Provider subcontractor and Third Party services and how all of these integrate to provide Services for the Customer
- Be the primary onsite contact point for all matters relating to day-to-day service delivery including ongoing services supply/demand alignment and Service Tower performance management
- Drive the delivery of seamless cross Service Tower Services to the Customer
- Be vested by Service Provider with all necessary authority to act for Service Provider in connection with all aspects of the Services pertaining to their Service Tower(s)



- Take ownership of the day-to-day Service Tower(s) operational relationships between Service Provider information technology service delivery and the Customer
- Manage and coordinate the appropriate resources to ensure optimal Service Tower service delivery and ensure that all issues raised are resolved in accordance with the applicable defined Customer and/or Service Tower procedures and Service Levels



**Position:** Enterprise Architect  
**Supervisor:** Account Delivery Manager

**Summary:**

The Enterprise Architect shall work with Customer to build a holistic view of the Customer's strategy, IT processes, data, and information technology assets.

The Enterprise Architect is responsible for the Customer's Infrastructure roadmap, aligning the infrastructure roadmap to the requirements of the Service Portfolio and leading Infrastructure upgrade projects from both a technical and strategic perspective. This position will require eight (8) years of technical systems architecture design and management experience.

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent
- Knowledgeable of the Customer's business strategy, objectives, processes and operations
- knowledgeable of the evolving IT marketplace, including emerging IT trends, technologies and solutions
- Keep Customer's IT architecture flexible and responsive to new IT opportunities
- Possess broad knowledge of hardware, software, application, and systems engineering
- Possess knowledge of IT governance and IT operations
- Possess the ability to explain technical and complex issues to Customer in ways that non-technical persons can understand
- Possess project and program management planning and organizational skills

**Skills:**

- In-depth knowledge of Information Technology application evaluation, development, implementation, testing and production support.
- Possesses strong product, technology, and industry knowledge.
- Knowledge with appropriate networks, products and protocols.
- Experience performing storage and enterprise platform systems design, implementation, troubleshooting, and management across heterogeneous environments.
- Strong working knowledge of storage technologies (i.e., SAN, NAS, iSCSI, Fiber Channel, Enterprise Storage Arrays, Data Replication, HSM). Administration of multiple UNIX environments, hardware and operating systems. Experience with design (blueprinting) and developing conceptual, logical, and technical architecture models.
- Strong understanding of the Microsoft stack (Active Directory, Exchange, Skype, SCCM, SharePoint)
- Basic understanding of networks (switches Layer 2 and 3/routers)
- ITIL Certification
- Understanding of security (Defense in Depth)
- Applications experience, and understanding of stack/building blocks in the infrastructure
- The ability to talk and breakdown information down for a "C" level executive to understand
- The ability to lead people of various levels to technical expertise



**Position:** Information Security Officer  
**Supervisor:** Contract Executive

**Summary:**

The Information Security Officer shall have overall responsibility for all information security-related aspects of the Services, including coordination of information security efforts across all Service Towers

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent
- Knowledgeable of the Customer's business strategy, objectives, processes and operations
- knowledgeable of the evolving IT marketplace, including emerging IT trends, technologies and solutions
- Keep Customer's IT architecture flexible and responsive to new IT opportunities
- Possess broad knowledge of hardware, software, application, and systems engineering
- Possess knowledge of IT governance and IT operations
- Possess the ability to explain technical and complex issues to Customer in ways that non-technical persons can understand
- Possess project and program management planning and organizational skills

**Skills:**

- In-depth knowledge of Information Technology application evaluation, development, implementation, testing and production support.
- Possesses strong product, technology, and industry knowledge.
- Knowledge with appropriate networks, products and protocols.
- Experience performing storage and enterprise platform systems design, implementation, troubleshooting, and management across heterogeneous environments.
- Strong working knowledge of storage technologies (i.e., SAN, NAS, iSCSI, Fiber Channel, Enterprise Storage Arrays, Data Replication, HSM). Administration of multiple UNIX environments, hardware and operating systems. Experience with design (blueprinting) and developing conceptual, logical, and technical architecture models.



**Position:** Field Technician (Level 1 and Level 2)

**Supervisor:** End-User Services Manager

**Summary:**

The Field Technicians 1 and 2 are primarily responsible for providing Tier 2 support for desktop hardware and desktside issues, Desktside Software Support, and troubleshooting of assigned Service Desk tickets through resolution to client satisfaction. Additional responsibilities include IMACD and Smart Hands support for the Data Center and infrastructure as well as backup of Service Desk activities detailed in the Service Desk SOW Project responsibility for projects requiring technician assistance. This position requires a self-motivated, flexible and dependable team player with the ability to adapt to flexible work hours.

**Qualifications:**

- High School Graduate and minimum of 2-3 years related experience for Level 1 Technicians
- High School Graduate and minimum of 3-5 years related experience for Level 2 Technicians
- Bachelor's degree preferred.
- Windows, MS Office, GroupWise, Internet Explorer, LAN, WAN and basic networking protocols and standards.
- A+ certification
- OEM certifications (Dell, Compaq, HP, etc.), other certifications and/or training as required including completion of CIR5 Core Training
- Desktop Support in a Municipality a plus.

**Skills:**

- In-depth knowledge of Information Technology application evaluation, development, implementation, testing and production support.
- General knowledge of desktop hardware and software including working knowledge of Microsoft applications
- Basic troubleshooting and repair ability
- Ability to test PC, servers and associated peripherals and/or low end document processor products
- Ability to resolve very basic/non-complex problems as required.
- Basic mechanical skills and understanding of electro static discharge (ESD) procedures



**Position:** Business Analyst I  
**Supervisor:** Applications Program Manager

**Summary:**

The Business Analyst roles will be aligned to and work with key departments such as Public Safety, Utility Billing, HR, Finance, Admin and Land Management. The level (I, II or III) of the Analyst will be determined by needs and scope of the supported departments. One example role is working with the Business Analyst III supporting and enhancing the Utility Billing system and its related applications. The role would include application testing, business process improvement, vendor coordination

The Business Analyst is responsible for assisting other business analysts in developing the functional requirements, testing, training, implementation, and support artifacts across the Customer application portfolio in collaboration with the business domains and business subject matter experts. Assist in creating and maintaining the strategic partnership between business stakeholders and Customer IT delivery.

**Qualifications:**

- BA/BS in Accounting, Finance, Business Administration, Marketing, Information Systems Management, Computer Science or related field, or an equivalent combination of education and/or experience
- 3-5 years of related work experience with progressively increasing responsibility
- Basic knowledge of technologies relevant to the engagement
- Advanced proficiency using various Microsoft Office desktop products
- Strong analytical skills, excellent communication skills (written and oral)
- Demonstrated ability in IT analysis methodologies (e.g., process flow definition, data flow diagramming, etc.)
- Demonstrated ability to work effectively with all levels of staff, customers and other IT personnel
- Ability to perform cost-benefit analysis, trending, forecasting, and financial analysis
- Ability to lead effective meetings that are tailored to the audience

**Skills:**

- Relevant certifications for the domain
- Working knowledge of IT operational procedures and processes.
- Experience in project management
- Possesses technical background in required applications and tools.
- Experience in gathering user requirements and production of formal business requirements and functional specifications

**Responsibilities:**

- Assembles, analyzes, and represents customer business requirements.
- Collaborate with internal and external customers to elicit their business concerns and develop workable solutions
- Performs cost estimating, cost benefits analysis, and ROI (return on investments). Develops high level implementation plans.
- Participate in planning initiatives, feasibility studies, cost/benefit analyses, and new applications requirements
- Act as the liaison between the Customer business units and the IT support staff responsible for coordination of activities with application analysts and support staff.
- Work with customers to prepare test scenarios and data
- Oversee user acceptance testing, develop user guides, provide user training, and support the user in the development of work processes
- Understand, document and manage business, functional, and data flow requirements

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- Possess a thorough understanding of data, sources of data, and relationships of data in order to generate meaningful information in support of the supported Customers or Departments
- Provide day-to-day operations support, research and resolve problems associated with application transactions or processing.
- Possess a thorough understanding of data, sources of data, and relationships of data in order to generate meaningful information in support of the supported Customers or Departments
- Performs design steps including requirements analysis, performance analysis, benchmarking and bandwidth analysis, and detailed design of the system.
- Confirms and prioritizes project plans
- Collaborates with other to ensure plans and identified solutions meet Customer needs and expectations.
- Coordinates the efforts of various operations resources assigned to projects to provide consistent implementations in keeping with short and long range plans



**Position:** Business Analyst II  
**Supervisor:** Applications Program Manager

**Summary:**

The Business Analyst roles will be aligned to and work with key departments such as Public Safety, Utility Billing, HR, Finance, Admin and Land Management. The level (I, II or III) of the Analyst will be determined by needs and scope of the supported departments. An example role would be supporting and enhancing the Land Management Systems. Application testing, business process improvement, vendor management. Coordination between IT and Community Development, Water & Sewer, and other departments that utilize the Land Management, City Infrastructure Work Order systems, and GIS applications.

**Qualifications:**

- BA/BS in Accounting, Finance, Business Administration, Marketing, Information Systems Management, Computer Science or related field, or an equivalent combination of education and/or experience
- 4 to 6 years of related work experience with progressively increasing responsibility
- Advanced knowledge of technologies relevant to the engagement
- Advanced knowledge of SDLC methodology and UML
- Advanced analytical, project planning, negotiating, interpersonal, and communication skills (written and oral)
- Ability to perform cost-benefit analysis, trending, forecasting, and financial analysis
- Advanced proficiency using various Microsoft Office products

**Skills:**

- Relevant certifications for the domain
- Working knowledge of IT operational procedures and processes.
- Experience in project management
- Possesses technical background in required applications and tools.
- Experience in gathering user requirements and production of formal business requirements and functional specifications

**Responsibilities:**

- All responsibilities associated with Business Analyst – Level I
- Participate in the creation of a Key Performance Indicators and the documentation of their supporting business requirements, data models, calculation rules, and metadata
- Lead system feasibility studies, cost/benefit analyses, and new systems requirements.
- Gather and drive stakeholder requirements and product vision through the planning, analysis, development, and testing phases
- Translate stakeholder requirements into various documentation deliverables such as functional specifications, use cases, workflow/process diagrams, and data flow/data model diagrams
- Provide data and analyses in a timely manner, and verify the accuracy of data analyses produced by self or others
- Creation of test plans
- Ability to manage small projects and initiatives.
- Vendor management



**Position:** Business Analyst III  
**Supervisor:** Applications Program Manager

**Summary:**

The Business Analyst roles will be aligned to and work with key departments such Public Safety, Utility Billing, HR, Finance, Admin and Land Management. The level (I, II or III) of the Analyst will be determined by needs and scope of the supported departments. Examples for this role include supporting and enhancing the Utility Billing system and its related applications or supporting and enhancing the Public Safety departments and their related applications. Both roles would include application testing, business process improvement, vendor management.

**Qualifications:**

- BA/BS in Accounting, Finance, Business Administration, Marketing, Information Systems Management, Computer Science or related field, or an equivalent combination of education and/or experience
- 6 to 8 years of work experience with progressively increasing responsibility
- Advanced knowledge of technologies relevant to the engagement
- Advanced knowledge of SDLC methodology and UML
- Advanced analytical, project planning, negotiating, interpersonal, and communication skills (written and oral)
- Ability to perform cost-benefit analysis, trending, forecasting, and financial analysis
- Advanced proficiency using various Microsoft Office products

**Skills:**

- Relevant experience and or certifications for the domain (for example: Public Safety or Utilities)
- Working knowledge of IT operational procedures and processes.
- Experience in business analysis and application project management including managing and motivating technical personnel.
- Possesses technical background in required applications and tools.
- Experience with design (blueprinting) and developing conceptual, logical, and technical architecture models.

**Responsibilities:**

- All responsibilities associated with Business Analyst – Level II
- Function as the subject matter expert for the assigned area of expertise including awareness and deep knowledge of critical applications for that domain
- Lead multiple projects and trains and/or mentors other team members, peers and clients as appropriate
- Investigate complex strategic business issues, researching and identifying inventive solutions
- Collaborate with executive stakeholders to elicit their business concerns and develop workable solutions
- Lead the creation of a catalog of Key Performance Indicators and the documentation of their supporting business requirements, data models, calculation rules, and metadata
- Inform technical architect and project manager of any issues that may affect other areas of the project
- Complete all appropriate documentation required by vendors, deployment team, and operation support team that will maintain the Application



**Position:** Application Systems Analyst I  
**Supervisor:** Applications Program Manager

**Summary:**

The Application Analyst I is primarily responsible for providing subject matter expertise to support, manage, and enhance the applications in their designated areas. This role is seen as an entry level role in terms of experience and depth of domain expertise but is capable of working under the direction of leadership in the support of critical applications in their domain area. These areas might include areas such as Web, Digital, and Utility Billing as examples.

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent.
- Domain area expertise including applications and infrastructure
- 3 to 5 years' experience working as an application analyst
- Microsoft Office
- Knowledge of commonly used concepts, practices, and procedures within the domain area
- Understanding of client server technologies and relational database concepts
- Knowledge of SDLC methodology.

**Responsibilities:**

- Typically works under the direction of senior application analysts (II or III)
- Act as a technical expert in relation to their domain area. Respond to Customer Service Requests as required.
- Receive Service Requests relating to fixes, fails, and proposed system changes. Perform initial troubleshooting and support identification of root cause of Incidents. Escalate Incidents as appropriate or to other third party vendor as required. Follow through on processing Incidents and drive resolution. Produce timely Incident reports documenting system downtime.
- Receive report requests, analyze business requirements, obtain new report authorization, provide data analysis, and develop and publish reports for End User operations.
- Provide data analysis for ad hoc report requests.
- Troubleshoot problems with scheduled application processes (data extract, scripts, load programs etc).
- Provide spot checking for data quality and integrity. Report potential issues to Business Analysts or Departments as necessary for further investigation.
- Follow change control procedures.
- Develop and maintain technical and operational procedure and work instruction documentation.
- Act as a liaison between the Customer and other third party vendors. Create and track Service Requests from inception to completion. Create and track enhancement requests from inception to completion, create test cases for enhancements, and coordinate and conduct user acceptance testing.
- Consult on data processing and data structures to support ongoing operations and enhancements for their domain area
- Coordinate with other service towers to ensure application technical requirements are met.
- Coordinate the implementation of application suite enhancements with the Customer business units and third party vendors.



**Position:** Application Systems Analyst II  
**Supervisor:** Applications Program Manager

**Summary:**

The Application Analyst II is primarily responsible for providing subject matter expertise to support, manage, and enhance the applications in their designated areas. These area might include UMIS, Web/Digital, Public Safety (Police) and FHRMS.

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent.
- Domain area expertise including applications and infrastructure
- 4 to 6 years' experience working as an application analyst
- Microsoft Office
- Knowledge of commonly used concepts, practices, and procedures within the domain area
- Understanding of client server technologies and relational database concepts
- Advanced knowledge of SDLC methodology.

**Responsibilities:**

- Able to work independently with some direction from Applications Program Manager
- Able to effectively understand department strategies and translate those into roadmaps that drive business outcomes
- Act as a technical expert in relation to their domain area. Respond to Customer Service Requests as required.
- Receive Service Requests relating to fixes, fails, and proposed system changes. Perform initial troubleshooting and support identification of root cause of Incidents. Escalate Incidents as appropriate or to other third party vendor as required. Follow through on processing Incidents and drive resolution. Produce timely Incident reports documenting system downtime.
- Receive report requests, analyze business requirements, obtain new report authorization, provide data analysis, and develop and publish reports for End User operations.
- Provide data analysis for ad hoc report requests.
- Troubleshoot problems with scheduled application processes (data extract, scripts, load programs etc).
- Provide spot checking for data quality and integrity. Report potential issues to Business Analysts or Departments as necessary for further investigation.
- Follow change control procedures.
- Develop and maintain technical and operational procedure and work instruction documentation.
- Act as a liaison between the Customer and other third party vendors. Create and track Service Requests from inception to completion. Create and track enhancement requests from inception to completion, create test cases for enhancements, and coordinate and conduct user acceptance testing.
- Consult on data processing and data structures to support ongoing operations and enhancements for their domain area
- Coordinate the implementation of application suite enhancements and upgrades with the Customer business units and third party vendors.
- Coordinate with other service towers to ensure application technical requirements are met.
- Participate in defining applications architecture requirements and future roadmaps.



**Position:** Application Systems Analyst III  
**Supervisor:** Applications Program Manager

**Summary:**

The Application Analyst III is primarily responsible for providing subject matter expertise to support, manage, and enhance the applications in their designated areas. These area might include UMIS, Public Safety (Police) and FHRMS.

**Qualifications:**

- Bachelor's degree or higher in CS, CIS, MIS or equivalent.
- Domain area expertise including applications and infrastructure
- 6 to 8 years' experience working as an application analyst
- Microsoft Office
- Knowledge of commonly used concepts, practices, and procedures within the domain area
- Understanding of client server technologies and relational database concepts
- Advanced knowledge of SDLC methodology.
- Project Management

**Responsibilities:**

- Works independently with minimal day-to-day direction from the Applications Program Manager
- Able to effectively work with department leadership to develop strategies and translate those into application roadmaps that drive business outcomes
- Receive Service Requests relating to fixes, fails, and proposed system changes. Perform initial troubleshooting and support identification of root cause of Incidents. Escalate Incidents as appropriate or to other third party vendor as required. Follow through on processing Incidents and drive resolution. Produce timely Incident reports documenting system downtime.
- Receive report requests, analyze business requirements, obtain new report authorization, provide data analysis, and develop and publish reports for End User operations.
- Provide data analysis for ad hoc report requests.
- Troubleshoot problems with daily data extract, transform, and load programs.
- Provide spot checking for data quality and integrity. Report potential issues to Business Analysts or Departments as necessary for further investigation.
- Follow change control procedures.
- Develop and maintain technical and operational procedure and work instruction documentation.
- Act as a liaison between the Customer and other third party vendors. Create and track Service Requests from inception to completion. Create and track enhancement requests from inception to completion, create test cases for enhancements, and coordinate and conduct user acceptance testing.
- Consult on data processing and data structures to support ongoing operations and enhancements for their domain area
- Coordinate the implementation of application suite enhancements and upgrades with the Customer business units and third party vendors.
- Coordinate with other service towers to ensure application technical requirements are met.
- Defining applications architecture requirements and future roadmaps.



**Position:** Database Administrator  
**Supervisor:** Applications Program Manager

**Summary:**

The Database Administrator is responsible for providing database administration for MS SQL, and Oracle databases associated with FHRMS, UMIS and other in-scope applications.

**Qualifications:**

- Bachelor degree or higher in CS, CIS, MIS, or equivalent.
- PeopleSoft experience and participated in PeopleSoft 9 projects in the technical/infrastructure area
- Five (5) years of professional database management experience across a combination of Informix, Oracle and SQL
- Relevant certifications for the skills/application/service area/domain
- Experience with Microsoft Office

**Responsibilities:**

- Performs data modeling, logical and physical database design based on a thorough knowledge of modeling techniques, the modeling tools available on the project, and the business functions of the subject system.
- Database administration, including tasks such as: loading data, managing data security and user access, performance monitoring and tuning, and all aspects of data integrity, backup, recovery, user and developer support.
- PeopleSoft Administration including such tasks as applying maintenance packs, upgrades, application configuration.
- Plans, executes, and maintains database capacity, backup and recovery, and disaster recovery plans.
- Exhibits familiarity with all phases of database programming (e.g., assists programmers to troubleshoot and tune programs for the most efficient database usage).
- Possesses thorough knowledge of the subject DBMS, DML (SQL), DDL, utilities, services, troubleshooting, architecture, syntax, etc.
- Displays expertise with host operating and networking environments to completely provide all required functions and services, including estimating and monitoring of all required hardware, coding and execution of administration jobs, in addition to monitoring and archiving backup files.
- Maintains the link between the ISP and the web server.
- Oversees website performance and functionality.
- Involved in maintaining the connectivity between the internet and the company's LAN/WAN, e-mail/intranet/internet operations, firewall and overall security, as defined.
- Implements projects with various business units, functional areas and/or vendors.



**Position:** Sr. Network and Security Engineer  
**Supervisor:** Infrastructure Program Manager

**Summary:**

The Sr. Network and Security Engineer Provides mostly tier 2 (and sometimes tier 3) support within the networking environment for the City.

**Qualifications:**

- Bachelor degree or higher in CS, CIS, MIS, or equivalent.
- 6 to 8 years' experience in computer system basics and/or related areas of expertise.
- Knowledge and skills may be obtained from a 2-4 year professional computer/IT degree, technical training plus direct related experience.
- Strong experience in MS environment, Cisco technologies, VM ware, MS virtual technologies. servers, storage, network and VOIP technologies
- Advanced knowledge in evaluating vendor products and make recommendations to purchase hardware and software.
- Knowledge of setting up administrator and service accounts
- Knowledgeable in network security procedures, best practices, and implementation.
- Has achieved industry standard certifications: Security+, CCNP, CCNA, Network+, MCSA.

**Skills:**

- Enterprise Compute Services hands-on operations experience
- Ability to troubleshoot software issue and customer applications as required.
- Proficient documentation skills are required.

**Responsibilities:**

- Successful provisioning as well as supervision, installation/configuration, operation, and maintenance of systems hardware, software, and related infrastructure. Installation of new systems, rebuilding existing systems, configuration of hardware, peripherals, services, settings, directories, storage, etc. in accordance with customer standards.
- Configuration management of Local Area Networks (LANs), Wide Area Networks (WANs), network segments, and Internet and Intranet systems to ensure operability. Installation and maintenance, network hardware and software, analyze problems, and monitor networks to ensure their availability to users
- Maintains, monitors and troubleshoots within the roles of Incident Management (Return-to-Service) and/or Problem Management (Reason for Outage).
- Evaluates a system's performance and identifies user needs based on approved software per customer specifications.
- Supports acquisition of hardware and software as well as subcontractor services as needed.
- Works with team to determine methods and procedures on new assignments and may assist with system design efforts.
- Contributes to the preparation and presentation of technical trade-offs and/or results to managers, customers and peers.
- Works closely with network operations, systems and other groups on business projects, assignments, problems, etc.
- Ensures proper documentation for the corporate knowledgebase, including design, procedural and lessons learned. This also includes maintaining and updating existing documentation.
- Monitors the Network and System Enterprise with provided tools to ensure the health of the critical client solutions.
- Maintains on-call availability to respond to network issues and up-time; must be flexible and available with the scheduling.
- Contributes to technical artifacts through team/program SharePoint and/or communities of practice.



**Position:** Junior Network Engineer  
**Supervisor:** Infrastructure Program Manager

**Summary:**

The Junior Network Engineer Provides mostly tier 2 (and sometimes tier 3) support within the networking environment for the City.

**Qualifications:**

- Bachelor degree in CS, CIS, MIS, or equivalent.
- 2 to 4 years' experience in computer system and network support and/or related areas of expertise.
- Experience in MS environment, Cisco technologies, VM ware, MS virtual technologies. servers, storage, network, and VOIP technologies
- Knowledge in evaluating vendor products and make recommendations to purchase hardware and software.
- Knowledge of setting up administrator and service accounts
- Have some knowledge in network security procedures, best practices, and implementation
- Has achieved industry standard in at least one of the following certifications: CCNP, CCNA, Network+, MCSA

**Skills:**

- Ability to troubleshoot software issue and customer applications as required
- Proficient documentation skills are required.
- Enterprise Compute Services hands-on operations experience.

**Responsibilities:**

- Provides mostly tier 2 (and sometimes tier 3) support within the networking environment.
- Successful provisioning as well as supervision, installation/configuration, operation, and maintenance of systems hardware, software, and related infrastructure. Installation of new systems, rebuilding existing systems, configuration of hardware, peripherals, services, settings, directories, storage, etc. in accordance with customer standards.
- Configuration management of Local Area Networks (LANs), Wide Area Networks (WANs), network segments, and Internet and Intranet systems to ensure operability. Installation and maintenance, network hardware and software, analyze problems, and monitor networks to ensure their availability to users
- Maintains, monitors and troubleshoots within the roles of Incident Management (Return-to-Service) and/or Problem Management (Reason for Outage).
- Evaluates a system's performance and identifies user needs based on approved software per customer specifications.
- Works with team to determine methods and procedures on new assignments and may assist with system design efforts.
- Contributes to the preparation and presentation of technical trade-offs and/or results to managers, customers and peers.
- Works closely with network operations, systems and other groups on business projects, assignments, problems, etc.
- Ensures proper documentation for the corporate knowledgebase, including design, procedural and lessons learned. This also includes maintaining and updating existing documentation.
- Monitors the Network and System Enterprise with provided tools to ensure the health of the critical client solutions.
- Maintains on-call availability to respond to network issues and up-time; must be flexible and available with the scheduling.
- Contributes to technical artifacts through team/program SharePoint and/or communities of practice.



**Position:** EUS Engineer  
**Supervisor:** End-User Services Manager

**Summary:**

The EUS/Windows Engineer has responsibility for operational, troubleshooting and engineering support of SCCM deployments, MDT, Application Testing and Troubleshooting, Image Creation and have an understanding of the software packaging process.

**Qualifications:**

- Bachelor degree or higher in CS, CIS, MIS, or equivalent.
- 5 years minimum IT experience
- 3 years minimum experience in an enterprise server environment with both administration and problem resolution of Microsoft Windows Server 2012 required.
- 3 years minimum working with VMWare products. Experience supporting a large VMware environment
- Knowledge of ITIL processes and experience adhering to them in a production environment
- Strong experience in MS technologies, SCCM, Desktop Engineering and Management, Desktop virtualization, VDI, Application virtualization, Imaging and packaging.
- Working knowledge of SCCM 2012 and the Microsoft Deployment Toolkit (MDT)
- Windows desktop support experience with at least Windows 7 support experience. Preferably Windows 8.1. Windows 10 is an added bonus to assist with the Windows 10 migration project
- Support in a Municipality a plus.

**Skills:**

- Professional attitude, appearance and communication skills required
- Ability to be part of a team and follow instructions accurately and effectively
- Project delivery experience

**Responsibilities**

- Understanding of creation and troubleshooting GPOs
- Application Testing and Troubleshooting
- Image Creation, Software Deployments, and understanding of software packaging
- Adherence to change and incident management processes. Work the incident queue to resolve L2 tickets. Submit RFCs for all changes made in the environment, following documented procedures
- Be an escalation point for the Desktop management and End User Services teams. Work closely with them to develop solutions



**Position:** EUS/Windows Engineer  
**Supervisor:** End-User Services Manager

**Summary:**

The EUS/Windows Engineer has responsibility for operational, troubleshooting and engineering support of SCCM deployments, MDT, Application Testing and Troubleshooting, Image Creation and have an understanding of the software packaging process.

The Engineer will also need an understanding of Windows server and be able to perform limited Windows server support, provision virtual servers, implement group memberships and file system security.

**Qualifications:**

- Bachelor degree or higher in CS, CIS, MIS, or equivalent.
- 5 years minimum IT experience
- 3 years minimum experience in an enterprise server environment with both administration and problem resolution of Microsoft Windows Server 2012 required.
- 3 years minimum working with VMWare products. Experience supporting a large VMware environment
- Knowledge of ITIL processes and experience adhering to them in a production environment
- Working knowledge of VMWare 5.5 with the ability to provision and decommission virtual machines
- Windows Server 2008/2012 Active Directory management including group memberships and file system security
- Server hardware and rack / stack experience
- Support in a Municipality a plus.
- Strong experience in MS technologies, SCCM, Desktop Engineering and Management, Desktop virtualization, VDI, Application virtualization, Imaging and packaging.
- System Center Endpoint Protection experience (SCEP)
- Working knowledge of SCCM 2012 and the Microsoft Deployment Toolkit (MDT)
- Support in a Municipality a plus.

**Skills:**

- Professional attitude, appearance and communication skills required
- Ability to be part of a team and follow instructions accurately and effectively
- Good verbal and written communications as the engineer will need to interface with the Windows management and the PMO to report status
- Windows desktop support experience with at least Windows 7 support experience. Preferably Windows 8.1. Windows 10 is an added bonus to assist with the Windows 10 migration project
- Project delivery experience

**Responsibilities**

- Understanding of creation and troubleshooting GPOs
- Application Testing and Troubleshooting
- Image Creation, Software Deployments, and understanding of software packaging
- Adherence to change and incident management processes. Work the incident queue to resolve L2 tickets. Submit RFCs for all changes made in the environment, following documented procedures
- Be an escalation point for the Desktop management and End User Services teams. Work closely with them to develop solutions
- Provide hands-on support and engineering work in the Windows 2008/2012 server environment
- Perform monthly review of disk utilization and clean up or extend disks that are getting close to the 10% threshold
- Work on project requests and ensuring the Windows management team is kept informed of all project requests that are received
- Establishing automated corrective action for server problems where possible



**Position:** Project Manager II & PMO Support  
**Supervisor:** Contract Executive

**Summary:**

This role provides active project management for key projects in the End-User Services Tower and the Infrastructure Tower (Data Center and Network). The role also provides overall assistance to the Contract Executive to ensure project management methodologies are in place and adhered to across the enterprise.

**Qualifications:**

- BA/BS in Business Administration, Finance, Computer Science, or an equivalent combination of education and/or experience
- 3 to 5 years of progressive experience managing average-scale initiatives in an engineering or technology environment; 4 to 6 years of Technology Project Management experience
- Advanced knowledge in the assigned business area discipline such as engineering or information technology
- Project Management Professional (PMP) certification preferred
- Advanced proficiency in automated Project Management Tools such as Microsoft Project, including financial and schedule reporting
- Advanced analytical, organizational, Project Management, interpersonal and communication skills (verbal and written)
- Customer and relationship focused, process-driven, metric-focused, results-oriented, organized, self-directed
- Ability to multi-task and solve problems innovatively
- Municipality project management experience considered a plus

**Responsibilities:**

- Prepare Project definition, scope documents with guidance from management
- Manage all Project work plans, update schedules and report progress against plan
- Prepare budget estimates with guidance from management and track ongoing Project expenses
- Prepare communications to senior management through guidance from senior Project Manager or development management
- Research Project Management Tools or other topics in support of current and future efforts
- Adhere to and Support internal City Project Management standards and processes
- Function as focal point for Project information, secured and with confidential access
- Brainstorm and define the structure for detailed Project plans
- Ensure on-time execution and delivery of large Projects according to Project plan and budget
- Manage costs, budget, schedule, quality, risk, change control and effective communication of status
- Plan and prioritize work to align resources towards the most important business/client objective
- Receive assignments in the form of mid to long-range goals and objectives, define methods and make recommendations to meet objectives and deliver results
- Interface effectively with various IT and Department resources
- Ensure on-time execution and delivery of large Projects according to Project plan and budget
- Adhere to, Support, and contribute to development or enhancement of internal City Project Management standards and processes



**Position:** Project Manager II End-User Services and Infrastructure  
**Supervisor:** Contract Executive

**Summary:**

This role provides active project management for key projects in the End-User Services Tower and the Infrastructure Tower (Data Center and Network).

**Qualifications:**

- BA/BS in Business Administration, Finance, Computer Science, or an equivalent combination of education and/or experience
- 3-5 years of progressive experience managing average-scale initiatives in an engineering or technology environment; 4-6 years of Technology Project Management experience
- Advanced knowledge in the assigned business area discipline such as engineering or information technology
- Project Management Professional (PMP) certification preferred
- Advanced proficiency in automated Project Management Tools such as Microsoft Project, including financial and schedule reporting
- Advanced analytical, organizational, Project Management, interpersonal and communication skills (verbal and written)
- Customer relationship focused, process driven, metric focused, results oriented, organized, self-directed
- Ability to multi-task and solve problems innovatively
- Municipality project management experience considered a plus

**Responsibilities:**

- Prepare Project definition, scope documents with guidance from management
- Manage all Project work plans, update schedules and report progress against plan
- Prepare budget estimates with guidance from management and track ongoing Project expenses
- Prepare communications to senior management through guidance from senior Project Manager or development management
- Research Project Management Tools or other topics in support of current and future efforts
- Adhere to and Support internal City Project Management standards and processes
- Brainstorm and define the structure for detailed Project plans
- Ensure on-time execution and delivery of large Projects according to Project plan and budget
- Manage costs, budget, schedule, quality, risk, change control and effective communication of status
- Plan and prioritize work to align resources towards the most important business/client objective
- Receive assignments in the form of mid to long-range goals and objectives, define methods and make recommendations to meet objectives and deliver results
- Interface effectively with various IT and Department resources
- Ensure on-time execution and delivery of large Projects according to Project plan and budget
- Adhere to, Support, and contribute to development or enhancement of internal City Project Management standards and processes



**Position:** Project Manager III Applications  
**Supervisor:** Contract Executive

**Summary:**

This role provides active project management for key projects primarily in the Applications Tower along with critical projects in the End-User Services and Infrastructure Tower (Data Center and Network).

**Qualifications:**

- BA/BS in Business Administration, Finance, Computer Science, or an equivalent combination of education and/or experience
- 3-5 years of progressive experience managing average-scale initiatives in an application development environment; >8 years of Application Development Project Management experience
- Advanced knowledge in the assigned business area discipline such as engineering or information technology
- Project Management Professional (PMP) certification strongly desired
- Proactively drive the full end-to-end Software development lifecycle from inception through post-production
- Expert proficiency in automated Project Management Tools such as Microsoft Project, including financial and schedule reporting
- Advanced analytical, organizational, Project Management, interpersonal and communication skills (verbal and written)
- Customer relationship focused, process driven, metric focused, results oriented, organized, self-directed
- Ability to multi-task and solve problems innovatively
- Ensure on-time execution and delivery of large Projects according to Project plan and budget
- Municipality project management experience considered a plus

**Responsibilities:**

- Prepare Project definition, scope documents with guidance from management
- Manage all Project work plans, update schedules and report progress against plan
- Prepare budget estimates with guidance from management and track ongoing Project expenses
- Prepare communications to senior management through guidance from senior Project Manager or development management
- Research Project Management Tools or other topics in support of current and future efforts
- Adhere to, Support, and contribute to development or enhancement of internal City Project Management standards and processes
- Brainstorm and define the structure for detailed Project plans
- Ensure on-time execution and delivery of large Projects according to Project plan and budget
- Manage costs, budget, schedule, quality, risk, change control and effective communication of status
- Plan and prioritize work to align resources towards the most important business/client objective
- Receive assignments in the form of mid to long-range goals and objectives, define methods and make recommendations to meet objectives and deliver results
- Interface effectively with various IT and Department resources
- Adhere to, Support, and contribute to development or enhancement of internal City Project Management standards and processes

**SCHEDULE 5, EXHIBIT 1**

**PRICING**

**to the**

**MASTER SERVICES AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF SANTA CLARA**

**and**

**UNISYS CORPORATION**

**CONFIDENTIAL**

**SCHEDULE 17**  
**GOVERNANCE MODEL**  
**TO**  
**MASTER SERVICES AGREEMENT**  
**BY AND BETWEEN**  
**CITY OF SANTA CLARA**  
**AND**  
**SERVICE PROVIDER**

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## **Schedule 17**

### **Governance Model**

#### **1. Overview**

The governance processes set out in this Schedule are intended to provide for the Service Provider's alignment with Customer's business objectives and to facilitate the establishment and maintenance of the outsourcing relationship. It is the goal of the governance processes that the Services are delivered and managed in the most efficient and cost-effective way, while providing a framework for the resolution of any problems, introducing approaches for improving performance of the Services and introducing approaches for enhancing Customer use of information systems and tools to achieve business objectives. This Schedule establishes the working structure of communication between Customer and Service Provider and provides the framework for the ongoing management and maintenance of the Services, introduction of strategic initiatives and operational improvement recommendations., along with both Customer and Service Provider responsibilities.

#### **2. Objectives and Scope**

The primary objective of this Governance Model is to enable effective direction of the Services for Customer and to establish communication between Service Provider and Customer. The sections described herein specify activities that lend themselves to effective communication between the two organizations.

Governance encompasses the performance of duties by each of the following: (a) the Executive Committee, (b) the Management Committee, (c) the Service Provider Contract Executive, (d) the Customer Contract Executive, and (e) the Parties' operational layer of management, including Service Provider Program Managers, Service Provider PMO Lead, project managers and Services Tower technical management and staff. The Service Provider Contract Executive and the Customer Contract Executives will act as the final escalation point for issues and problems that have been escalated from the Operations and Management Committee, Project Management Office and operational leads. The Service Provider Contract Executive will also meet with the Customer Contract Executive to review Service Provider's performance related to all Service Levels, status of any Service Level performance improvement initiatives, and the status of any other key operational improvement or strategic initiatives on a monthly basis.

Service Provider will recommend standards, processes and technology for Customer's approval, encompassing all Services provided under the Master Service Agreement and all related Service Descriptions. Service Provider will perform and manage all in-scope functions at the stated levels of service described in each Service Description, and all Service Levels therein, in a cost-effective and measurable manner in support of Customer's business objectives stated herein or in any other contract or operational documentation. Stipulations stated in this Schedule are:

- a. Proactive solution development for Customer's business needs and requirements for Services;
- b. Architectural input and direction focused on industry best practices, standards and development and long-term strategy requirements;
- c. Performance and status reporting/reviews;

- d. Timely access to highly skilled and readily available Service Provider personnel with a deep knowledge of Customer's environment;
- e. Timely billing of Customer's account;
- f. Management of Out-of-Scope function requests;
- g. The capability to deliver initiatives on time and on budget with acceptance criteria and quality metrics agreed to by Customer; and
- h. Ability to deliver and balance Customer's mix of IT operational, business focused improvement initiatives, and in scope project-based work within an annual budget while maintaining service levels including high customer satisfaction
- i. Others as added by mutual agreement.

This Governance Model: (a) describes the operating relationship between Service Provider and Customer, and (b) serves as the guideline for Service Provider in performing the Service Descriptions agreed to by the Parties. Service Provider shall recommend standards, processes and technology for Customer's approval encompassing all Services provided as part of continuous process improvement over the Term of all the Service Descriptions under the Master Service Agreement.

Service Provider will create an environment that fosters the creation of recommendations that will have a positive and measurable impact on the Services and customer business operations. Service Provider will actively engage the Customer and its constituent departments to develop proposed service improvements for the Customer's consideration and to develop and implement Customer-approved projects and strategic initiatives. Service Provider will make recommendations to improve productivity and performance standards, achieve cost savings, and reduce complexities in processes. The Services are to focus on Customer's changing and evolving business needs and the technology and services needed to address business needs. Service Provider will provide Customer with access to subject matter experts to advise and consult with Customer to develop and recommend solutions for new and evolving services, technology and processes.

### 3. Expected Results

Listed below are the results that Customer expects from Service Provider's performance. These results shall be reflected in a number of Service Levels and will be directly measured through achievement of deliverables based Service Levels and Customer Satisfaction based Service Levels.

- a. Innovation and Thought Leadership: Customer expects Service Provider to spearhead innovation agenda related to technology and processes to add measurable business value to Customer. Service Provider shall provide innovation recommendations to the Customer at the quarterly Management Committee meetings, in accordance with the service requirements and Service Levels. Service Provider is expected to introduce and deploy industry standard practices to Customer's environment and help Customer in strategic planning, improve the scope, quality and innovation in services it delivers to its end customers.
- b. Assessment and Planning: Customer expects Service Provider to proactively work with Customer and its departments to plan for new technology, projects and strategic initiatives, including the discussion of such projects and strategic initiatives with Customer departments at the quarterly Management Committee meetings. Customer also expects Service Provider to create and provide Customer with an annual account review, which shall contain an analysis of Service Provider's performance in relation to the Service Levels and other contract objectives, how specifically Service Provider shall correct any performance failures and an analysis of

Service Provider's performance in relation to Services that are not measured using formal Service Levels. Customer also expects Service Provider to create, maintain and provide Customer with an annual plan that will outline the major activities that it will perform in the coming year to improve its Service performance and increase the value that it provides to Customer.

- c. Continuous Improvement: Customer expects the Service Provider and its staff dedicated to providing Services to the Customer to institute processes that continuously seek opportunities to improve quality and value of services provided to Customer. Customer expects continuous improvement to be a key success criterion to measure success of the relationship
- d. Efficiency and Effectiveness: Customer expects that Service Provider will implement a highly efficient and effective delivery model to eliminate re-work, waste, unwarranted effort and avoidable costs. This governance model and associated governance processes is expected to provide measurement, visibility and direction to the both Parties about the efficiency and effectiveness initiatives underway.
- e. Documentation, Reporting and Communication: Timely and accurate information regarding Service Provider's performance via status meetings, status reports and general performance reporting is a key expected result. Customer expects Service Provider to document procedures that will identify how Service Provider will deliver consistent and high-quality Services. In addition, this governance model is expected to create an effective and efficient way for Customer and Service Provider to communicate.
- f. Compliance: Customer expects Service Provider to (a) perform contract change management, (b) provide Customer with accurate bills/invoices, (c) in accordance with the Master Service Agreement, comply with all legal requirements, (d) in accordance with the Master Service Agreement, follow Customer's policies, procedures and guidelines, such as those related to information security, physical security and privacy and (e) support Customer's audit requirements and provide auditing access and assistance to Customer and its authorized representatives in accordance with the Master Service Agreement.

#### 4. Balanced Scorecard

A balanced scorecard will be developed by the parties prior to the first Service Commencement Date and will be used to gauge service performance, relationship quality and business alignment on an ongoing basis. In addition to the Service Levels, the scorecard will be balanced to reflect qualitative measures such as customer satisfaction (including results of the Customer Satisfaction Service Levels), compliance to roles and responsibilities, satisfaction with the working environment from both Customer and Service Provider perspectives, continuous improvement, and other items that would reflect the effectiveness and satisfaction with the Services.

The scorecard will serve as the primary vehicle for measuring the overall success of the relationship. Accordingly, it will be used by operational teams and governance bodies as a key standing agenda item.

#### 5. Governance Model Structure & Roles

The following governance committees define the framework of the participants, the responsibilities and activities for the administration of the governance processes.

The governance committees shall meet using face-to-face facilities, audio conferencing, or Web conferencing, as mutually agreed by both Parties.

- a. Contract Executives: Service Provider will assign to the Customer account an executive who will fulfill the role of Service Provider Contract Executive under the Master Services Agreement. This individual shall be suitably qualified and shall be subject to Customer's approval pursuant to the Master Service Agreement. Customer will appoint an executive who will fulfill the role of Customer Contract Executive under the Master Service Agreement. Customer Contract Executive shall meet with Customer's CIO or his designee on a weekly basis to discuss any aspects of the contract governance described in this schedule.
- b. Executive Committee: The Executive Committee will be comprised of senior executives from each party, including the Customer's CIO, Customer's Contract Executive and senior Service Provider executives (TBD - e.g., VP IT Outsourcing Services) who will meet to discuss high-level strategic and operational issues relating to the Agreement.

The Executive Committee will meet at least once semi-annually to:

- Address relevant high-level strategic and operational issues appropriate for a board-level discussion
- Address major contract issues/changes
- Review the Service Provider Balanced Scorecard for business alignment with the City's goals and objectives
- Address areas of misalignment with the Balanced Scorecard and actions to achieve realignment
- Build an executive level relationship
- Discuss innovation, strategy and capability development at the enterprise level – business, IT, sourcing, optimization
- Discuss new business opportunities
- Review and approve the use of innovation processes to drive significant business change
- Address major relationship and alignment issues, disputes and Service and contract changes that have been escalated to this level.

- c. Management Committee: The Management Committee will be comprised of the Customer Contract Executive, the Service Provider Contract Executive, Service Provider Program Managers, and other nominated Management Committee members.

The Management Committee shall meet at least once quarterly to:

- Review Service Provider performance over the previous three (3) months, such as Service Levels, costs, and process issues.
- Resolve any issues escalated to the Management Committee.
- Review opportunities for technology improvement and increased process efficiency based on Service Provider research and experience in the market place.
- Review and discuss Service Provider's semi-annual written report regarding innovative products and services that may be of benefit to Customer, as referenced in Schedule 3A.
- Review and discuss Service Provider's semi-annual written report regarding operational efficiencies improvements, as referenced in Schedule 3A.

- Review and discuss results of Customer-approved operation efficiencies improvement recommendations and innovative products and services recommendations
- Review and discuss the results of annual end user and department personnel satisfactions surveys, as referenced in Schedule 3A.
- Review and discuss Service Provider's progress against the Annual Execution Plan, including any required corrections

- d. Services Review Committee: The Services Review Committee will include Customer Contract Executive, Service Provider Contract Executive and Service Provider Service Delivery Managers.

The Services Review Committee shall meet at least once monthly to:

- Discuss any issues relating to Service Provider performance in the provision of Services such as service performance, costs, operational issues, user complaints, delivery failures, and ongoing email End-User satisfaction survey results from closed incident and Service Request tickets
- Conduct Service Level, Root Cause Analysis and improvement plan review
- Conduct Service improvement status review
- Conduct operational improvements status review
- Conduct new operational improvements review
- Address security-related issues and proactive initiatives to prevent security breaches
- Review monthly demand vs. capacity results, imbalances and resolution and rolling quarterly projections review
- Discuss any issues relating to Service Provider provision of Services that need immediate management attention
- Discuss the status of Projects in progress and conduct planning for any new Projects under Customer consideration that may impact Service Provider
- Discuss any personnel-related issues affecting the relationship or provision of Service
- Discuss solutions to address service deficiencies

- e. Service Tower Review Meeting: The Service Tower Review Meeting will include the CIO, Customer Program Managers and Service Provider Program Managers as well as relevant project and Service Tower personnel, as required. Each week the Service Tower Review Meeting shall rotate its main focus on four areas: Infrastructure (Enterprise Compute, End User and Service Desk), Applications, Cybersecurity, and GIS.

The Service Tower Review Meeting shall meet weekly to:

- Conduct a high level review of outstanding operational issues
- Review completed Incident Root Cause Analyses and approve remediation plans
- Review project forecasts (function, timing)
- Address issues impacting project delivery
- Review and discuss technology roadmap
- Discuss Emerging Trends as relevant to the City and IT Services

- Discuss potential changes to procedures in support of continuous improvement
  - Discuss and resolve issues relating to Customer department projects and initiatives
- f. Steady State and Project Stand-up Meeting: The joint Steady State and Project Stand-up Meeting will include Customer Program Managers and Service Provider Program Managers.

The Steady State and Project Stand-up Meeting shall occur every Monday, Wednesday and Friday to:

- Discuss any production problems that occurred during the previous week/day.
- Address outstanding or unresolved operational and project issues
- Address security-related issues and proactive initiatives to prevent security breaches
- Address any open items such as problem tickets or Project requests.
- Review the status of all in progress changes
- Discuss major activities and initiatives for the week

## 6. Responsibility Matrix

The responsibility matrix set out below (the “Responsibility Matrix”) lists the key processes, activities and tasks to be undertaken by Service Provider as part of the Services, as well as Customer responsibilities. It also indicates which of the Parties is ultimately responsible and accountable for the listed process, activity or task. It is not the intent of this or any Responsibility Matrix to absolutely define every process, activity, or task that must be performed in connection with the Services.

	<b>Governance Services</b>	<b>Service Provider</b>	<b>Customer</b>
<b>I.</b>	<b>Service Delivery Team</b>		
1.	Designate a dedicated Service Provider Contract Executive.	<b>X</b>	
2.	Approve the Service Provider Contract Executive.		<b>X</b>
3.	Identify Key Service Provider Personnel.	<b>X</b>	
4.	Review and approve Key Service Provider Personnel.		<b>X</b>
5.	Assign account team.	<b>X</b>	
6.	Provide adequate training of account team and review team performance.	<b>X</b>	
7.	Implement corrective actions relating to team performance, as necessary.	<b>X</b>	
<b>II.</b>	<b>Project Management Office</b>		
8.	Establish a Project Management Office.	<b>X</b>	
9.	Develop, manage and maintain a current organizational chart with contact names, functional titles, and phone numbers for all key staff, as well as escalation hierarchy aligning the Service Provider PMO functionally to Customer’s management team.	<b>X</b>	
10.	Provide updated current organization chart to Customer on single web portal.	<b>X</b>	
11.	Communicate to Customer in a timely manner and in writing, any restructuring or reorganizations in the Service Provider service delivery structure.	<b>X</b>	

	<b>Governance Services</b>	<b>Service Provider</b>	<b>Customer</b>
12.	Coordinate and manage all implementation activities and act as the single point of accountability for all service delivery issues at Customer locations.	X	
13.	Assign an owner, a priority, a description, a resolution plan, and an estimated time to resolve for all governance-related issues.	X	
14.	Review issues log with Customer during operational, monthly, and annual reviews.	X	
15.	On a monthly basis, the Service Provider Program Management Office will provide services reports as specified in Schedule 7.	X	
16.	Establish a process for the escalation of issues by Customer.	X	
17.	Approve the escalation process.		X
18.	Capture all change requests from Customer and work with Customer to prioritize change requests received.	X	
<b>III.</b>	<b>Communication Strategy – Changes</b>		
19.	Develop a communications strategy for all Changes that affect Customer's technology environment.	X	
20.	Approve communications strategy.		X
21.	Execute communications strategy.	X	
22.	Assist in executing communications strategy, as relevant.		X
23.	Communicate all Changes and updates to stakeholders and support personnel with sufficient lead-time to allow planning, testing, and training development.	X	
24.	Assist in communicating all Changes and updates to stakeholders and support personnel.		X
<b>IV.</b>	<b>Committee Meetings and Reporting</b>		
25.	Propose committee meeting schedules.	X	
26.	Approve committee meeting schedules.		X
27.	Schedule and conduct committee meetings with Customer	X	
28.	Participate in committee meetings.		X
29.	Prepare and distribute Project status and Service performance reports for required committee meetings.	X	
30.	Review and provide analysis of the status and Service performance reports with Customer.	X	
31.	Identify areas for performance improvement and propose appropriate changes.	X	
32.	Approve or reject proposed Changes or suggest alternatives.		X
33.	Prepare and distribute minutes from committee meetings.	X	
34.	Provide a plan to implement action items resulting from, and agreed to during, committee meetings.	X	
35.	Approve plan to implement action items resulting from, and agreed to during, committee meetings.		X
36.	Provide follow up reporting on results of implemented action items and actions taken to achieve identified objectives, and integrate such reporting and discussion with Customer into governance bodies' committee meetings.	X	
37.	Approve follow up reporting.		X

	<b>Governance Services</b>	<b>Service Provider</b>	<b>Customer</b>
38.	Provide Service Level, resource utilization, project pool analysis and activity reports for required committee meetings.	X	
39.	Audit Service Level, resource utilization, project pool analysis and activity reports for required committee meetings		X
40.	Prepare quarterly management briefing for current and proposed projects and strategic initiatives, technology improvement and efficiency gain opportunities, and innovation recommendations.	X	
41.	Schedule and attend quarterly Management Committee meeting.	X	
42.	Attend quarterly Management Committee meeting.		X
43.	Implement action items resulting from, and agreed to, during Management Committee meeting.	X	
44.	Assist in implementing action items resulting from, and agreed to, during Management Committee meeting, as relevant.		
45.	Manage consequences resulting from Management Committee meeting.	X	
46.	Prepare and distribute an overview of activity plans as a result of Management Committee meetings.	X	
47.	Prepare an Annual Execution Plan. Such plan will outline the major activities, projects and associated schedules that the Service Provider will perform in the coming year to deliver the Services meeting existing Service Levels and improving Service.	X	
48.	Provide input into Annual Execution Plan.		X
49.	Modify Annual Execution Plan as necessary.	X	
50.	Finalize Annual Execution Plan.	X	
51.	Execute Annual Execution Plan.	X	
52.	Review progress against Annual Execution Plan during quarterly Management Review Committee meeting.	X	
<b>V.</b>	<b>Contract Change Management</b>		
53.	Review contract for continuous improvements and propose contract Changes (such as additions or Changes to Service Levels).	X	
54.	Review contract for continuous improvements and propose contract Changes (such as additions or Changes to Service Levels).		X
55.	Approve or reject contract Changes.		X
56.	Submit contract Change Orders to the Customer Contract Executive for review and approval.	X	
57.	Escalate contract Change disputes to the Management Committee.		X
<b>VI.</b>	<b>Report Management</b>		
58.	Identify reporting requirements.		X
59.	Assist in identifying reporting requirements	X	
60.	Review existing reports and propose new reports.	X	
61.	Develop sample reports.	X	
62.	Approve sample reports.		X
63.	Develop a report schedule with the frequency of report production, the number of copies of each report to be produced, the report distribution list, and the report format (e.g. hard copy, e-mail, Web portal).	X	

	<b>Governance Services</b>	<b>Service Provider</b>	<b>Customer</b>
64.	Approve report schedule.		X
65.	Produce and deliver reports in accordance with the Schedule 7.	X	
66.	Provide reporting via a Web portal.	X	
67.	Review reports and follow-up with the Service Provider, if necessary.		X
68.	Correct erroneous reports.	X	
69.	Re-produce reports, if necessary.	X	
70.	Approve reports.		X
<b>VII.</b>	<b>Billing/Invoicing</b>		
71.	Provide an invoice that meets Customer's accounting and financial requirements.	X	
72.	Approve the invoice format.		X
73.	Request clarification for charges in dispute.		X
74.	Investigate and respond to requests for clarification, as required.	X	
75.	Escalate billing disputes to Management Committee, as relevant.	X	
76.	Escalate billing disputes to Management Committee, as relevant.		X
77.	Pay correct invoices per payment terms.		X
<b>VIII.</b>	<b>Service Provider Third-Party Contract Management</b>		
78.	Provide Customer with notification of the desire to enter into a third-party contract in order to provide Services, if any.	X	
79.	Approve use of third-party contractors by Service Provider.		X
80.	Negotiate or renegotiate Service Provider third-party contracts, as necessary.	X	
81.	Manage third-party contract terms and conditions (e.g. contract expiration).	X	
82.	Manage Subcontractors' compliance with the Master Service Agreement.	X	
<b>IX.</b>	<b>Compliance Management</b>		
83.	Report to Customer any activity within the environments under control of the Service Provider which do not comply with legal and regulatory requirements affecting Service Provider's business and Customer specified standards.	X	
84.	Provide Customer specific standards.		X
85.	Conduct periodic audits of the Procedures Manual to verify accuracy and compliance.	X	
86.	Ensure that the Service Provider's systems and procedures comply with legal and regulatory requirements related to the provision of the Services.	X	
87.	Review and certify that proposed Changes are compliant with existing quality standards prior to implementation of the Change.	X	
88.	Conduct regular reviews, not less frequently than annually, of regulatory requirements, quality standards and processes.	X	
89.	Participate in regular reviews, not less frequently than annually, of regulatory requirements, quality standards and processes.		X
90.	Make recommendations on implementation activities and	X	

	<b>Governance Services</b>	<b>Service Provider</b>	<b>Customer</b>
	improvements to meet regulatory requirements, quality standards and processes.		
91.	Implement disciplinary process for Service Provider personnel, in accordance with Service Provider’s policies.	<b>X</b>	
<b>X.</b>	<b>Satisfaction Surveys</b>		
92.	Conduct End-User, management and Service Desk satisfaction surveys in accordance with Schedule 3A and 3B.	<b>X</b>	
93.	Report survey results and Service Provider’s survey method, and meet with Customer to present survey results and recommend approaches to address Customer dissatisfaction.	<b>X</b>	
94.	Define the survey(s) including, but not limited to format and content.	<b>X</b>	
95.	Provide input into defining the survey(s) including, but not limited to format and content.		<b>X</b>
96.	Approve the surveys.		<b>X</b>
97.	Conduct the surveys.	<b>X</b>	
98.	Audit the survey results.		<b>X</b>
99.	Suggest changes to processes or deliverables in response to satisfaction survey results to drive continuous improvement.	<b>X</b>	
100.	Approve proposed process or deliverable changes or suggest alternatives.		<b>X</b>
101.	Implement Customer-approved process or deliverable changes.	<b>X</b>	
<b>XI.</b>	<b>Auditing Support</b>		
102.	Develop and maintain auditing support procedures.	<b>X</b>	
103.	Approve auditing support procedures.		<b>X</b>
104.	Notify Service Provider of intent to perform an audit.		<b>X</b>
105.	Perform audits.		<b>X</b>
106.	Provide audit support for internal and external audits.	<b>X</b>	
107.	Provide audit responses and remediation, as applicable.	<b>X</b>	
108.	Provide audit responses and remediation, as applicable.		<b>X</b>
109.	Implement recommendations from audit findings within agreed upon timeframe, as applicable.	<b>X</b>	
110.	Implement recommendations from audit findings within agreed upon timeframe, as applicable.		<b>X</b>



## Agenda Report

21-853

Agenda Date: 6/15/2021

### REPORT TO COUNCIL

#### SUBJECT

Action on a Rezone from Planned Development (PD) to Planned Development (PD) of a property located at 2905 Stender Way to allow development of a four-story Data Center building (CoreSite SV9) (Continued from June 8, 2021 Council Meeting)

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### EXECUTIVE SUMMARY

On September 18, 2019, CoreSite Real Estate SV9 L.P. ("Applicant") filed an application for the 3.9-acre site at 2905 Stender Way that is currently developed with a single-story light industrial building that is subdivided into commercial condominiums.

The proposed project includes Rezoning from Planned Development (PD) to Planned Development (PD) to allow for operation of a data center with reduced parking from the standard requirement for a data center (CEQ2020-01075, PLN2019-14118). A Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared to fulfill the California Environmental Quality Act (CEQA) requirements for the project. The rezoning would allow development of a 250,000 square-foot four-story data center including 19,600 square-foot office space for the data center tenants, a new electric power substation, equipment yards and onsite improvements (SV9) with 48-megawatt (MW) connections to Silicon Valley Power (SVP) service on a 3.9-acre site. Site improvements would include the new SV9 data center building, a covered loading dock, exterior lighting, gated driveway access, parking lot, and perimeter landscaping.

The proposed redevelopment would be consistent with the City's General Plan land use designation in that the proposed project would implement specific goals and policies of the City's General Plan and result in land development that is compatible with City standards, surrounding land uses, and the overall General Plan strategies, goals and policies. The proposed PD zoning standards for this Project are largely consistent with the ML district standards, with the exception of height (the limit in ML is 70 feet) and parking, which are discussed in in the Planning Commission staff report of April 14, 2021 (Attachment 1).

After a lengthy discussion at the Planning Commission hearing on the number of approved data centers in the City, the Planning Commission voted unanimously (4-0-1), with Commissioner Herro recusing, to refer the application to the City Council with no recommendation on the MND and MMRP or the rezone application from Planned Development (PD) to Planned Development (PD) noting the following concerns: 1) the City's long term policy driving data centers; 2) noise; and 3) diesel generator emissions.

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At the Planning Commission hearing staff described the benefits that data centers provide to the City from an economic development perspective. Since the Planning Commission hearing, staff has researched the significant property tax and other contributions to the General Fund from data centers, which is shared in the Discussion section below.

### BACKGROUND

The project site is located at the intersection of Stender Way and Central Expressway. The project site is bound by a parcel developed with industrial uses to the north, Stender Way to the west, San Tomas Aquino Creek to the East and Central Expressway to the South. The assessor's parcel number is 216-29-108. CoreSite's SV3, SV4, SV5, SV6, SV7 & SV8 data centers are immediately west of the project site along Stender Way and Coronado Drive. Corporate offices for ON Semiconductor (Semiconductor supplier) are immediately to the north while San Tomas Aquino Creek and bike trail is to the east. There are various offices for Allegion, Crystal Instruments, Acculmage and Sentek Dynamics further to the east across the creek on Owen Street.

Land use zoning designations surrounding the project site consist of Light Industrial and Planned Development to the west, south, and east, Low Intensity Office/Research and Development to the north along Scott Boulevard, and High Intensity Office/Research and Development farther to the west.

While the proposed use necessitates a large warehouse type building, the building facades would be articulated with details and materials to reduce the visual impact of the overall building mass and provide an attractive appearance consistent with an industrial setting. The project includes infrastructure improvements and site design measures consistent with City requirements. A discussion of General Plan and Zoning Code conformance is provided in the Planning Commission staff report of April 14, 2021 (Attachment 1).

### Existing Site Conditions:

The project site is developed with a single-story light industrial building and surface parking lot. The existing building is set back from the roadway and parcel lines on all sides, and is surrounded on the west, north, and eastern sides with surface parking. The southern side of the building is set back from Central Expressway with landscaping, trees and a paved pedestrian walkway. As part of the project, the existing single-story building would be demolished, and the associated parking lot would be removed. The current PD Zoning on the site was established in order to facilitate an industrial condominium development with an intended subdivision for multiple condominium lots. However, the previous owner decided not to move forward with the piecemeal sale of the property as the market demand from small business owners desiring to own their office was lower than expected at the time of the prior PD Rezoning.

### DISCUSSION

At the April 14, 2021 Planning Commission meeting, staff and the applicant provided presentations on the proposed project. As summarized below, the Planning Commission then discussed the proposal, with much of the discussion focused on potential noise impacts and the cumulative land use impacts for the large number of data centers in the City. One public speaker expressed concerns regarding the air pollution and proposed diesel generators for this project.

### Cumulative Impacts

In response to a request from Commissioner Cherukuru (made on Sunday, April 11, 2021) staff

prepared a map of the approved data centers in Santa Clara (Attachment 12). The map identifies the location of 54 approved data centers, including some not yet constructed. As noted on the map, data centers begun construction in Santa Clara in the early 1990s. Some sites have multiple data centers which are listed separately on the map but would appear as an integrated site. Data centers in the city are a combination of types including hyperscale datacenters which have a single large user; co-location facilities which serve several customers; and enterprise scale data centers which have a single customer seeking to provide for their own business needs at their company site. The data centers vary in size and peak demand from 1MW up to 45MW. Some recently approved and/or under construction data centers will have a peak demand of up to 99MW.

The Planning Commission discussion centered on the number of data centers within the City. Commissioner Cherukuru expressed disappointment that staff was evaluating the subject project as a singular process because she believed a cumulative analysis of all the data centers should have been conducted to understand the repercussions of utilizing diesel generators simultaneously at multiple data center sites if power outages occurred. Commissioner Cherukuru also expressed concern regarding noise frequencies from data centers and speculated on how they could affect humans and animals. Commissioner Cherukuru stated she would like a moratorium on data centers. Staff explained that power outages are speculative, infrequent events and thus would not result in measurable impacts and further noted that Silicon Valley Power has historically a high degree of reliability. Staff reviewed the reliability at current data centers connected to SVP's 60kV system. Data centers are typically served by a double loop system and over the last decade the reliability has been 99.98%. This means on the average that outages that affect data centers have been less the 1.75 hours a year. In addition, Assistant City Attorney Abbe informed the Commission that emergency conditions, which would be a likely situation should power outages affect multiple data centers causing diesel generators to be utilized, are not required to be evaluated by CEQA or under Bay Area Air Quality Management District (BAAQMD) regulations; the City's noise ordinance also exempts generators operating during an emergency.

Some Commissioners expressed concern that the large number of data centers results in an area of the City with utilitarian architecture and a lack of active or lively street presence and that data centers do not contribute significantly to the City's job base. Some Commissioners stated that the Council should consider different policy direction for future data centers. In response staff stated that data centers have historically been considered a beneficial land use for the City in that they help to meet a growing demand for internet use, and make a significant positive contribution to the City's revenue, while generating a low demand for services and not exacerbating regional or local traffic congestion. Staff also clarified that projected emissions for the data center would meet all BAAQMD air quality standards by limiting generator testing to 11 hours per year.

#### Noise concerns

The noise discussion centered on the recent complaints that City received from the community in industrial areas.

Staff explained that all data centers are subject to the City's noise ordinance and required to operate below set noise levels. Due to several complaints received in the past few months regarding night-time noise issues, the City recently contracted with a consultant to investigate the noise levels and identify the source as the noise resulting in complaints is still from a non-determined source. The City's acoustical consultant has installed noise monitors at various locations in the City to determine where the source of the noise is coming from and how to move forward to address this concern. City

staff have previously taken noise measurements late at night and early in the morning in proximity to data centers and other industrial uses, as well as within the nearby neighborhoods, but has not been able to identify noise levels that exceed the City's standards. It is important to note that although there has been a number of recent complaints over the last 6 months, there is no historical data that shows any history or pattern of noise concerns with data centers over the last 30 years.

Commissioners Huang disclosed he met with the applicant, CoreSite, at the project site the day before the meeting. Commissioner Huang shared that during his visit he recognized that the new Data Center buildings with newer and enhanced technology make less noise than the older Data Center buildings.

#### Planning Commission Action

A motion was made by Commissioner Huang, seconded by Chair Saleme to approve Staff Alternative 1, which was to recommend approval of a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the project. The motion failed (3-2-1), with three Commissioners in favor, two against, and one recusal. Pursuant to Charter Section 1003, a minimum of four votes in favor are required for a motion to be successful.

Then two motions were made by Commissioner Cherukuru, both seconded by Vice Chair Biagini to refer the application to the City Council without a recommendation on the MND and MMRP or the rezone application from Planned Development (PD) to Planned Development (PD), noting the following concerns: 1) the City's long term policy to promote data centers; 2) noise; and 3) diesel generator emissions. The Planning Commission voted in favor of the two motions to refer the application with no recommendation to the City Council, with Commissioner Huang dissenting on both motions (4-1-1).

#### Leveraging Regional Advantage for Economic Development

At the Planning Commission hearing, staff spoke to the market advantage for companies to site data centers in Silicon Valley as the region has a high density of technology, social media, and communications companies that are hyper users of cloud services, and thus customers of data storage services. The region has strong fiber infrastructure, which is critical for data center operations. Also, the City of Santa Clara has Silicon Valley Power (SVP), which is a utility with competitive electricity rates and cleaner power. Based on these factors, the City Council has long established data centers as a key component of SVP's growth strategy which has been discussed publicly over the past years.

Data centers also provide broader benefits to the City. In particular, data centers are large industrial users that do not generate significant traffic. If warehouse distribution or office/R&D uses were built instead, these uses would add a significant larger number of trips on local streets and more community impacts.

Since the Planning Commission meeting, staff was able to research the property taxes contributed by data centers, which fund County and City services. Upon construction and operation, recently developed individual data centers can contribute typically between \$150,000 and \$200,000 to the City in property taxes annually. One data center within the City pays more than \$1.1 million in year to the City in property taxes. This is the only City reporting of the property tax (10.19%) and City partners such as the school district (38.36%), county of Santa Clara (18.71%) community college

(11.09%) receive significant funding. The Santa Clara School District receives \$4.1 million annually. In addition, in the City of Santa Clara, data centers contribute 5% of SVP utility fees paid toward the City's General Fund. As such a 50 MW data center could contribute up to \$2.5 million and a 99 MW could contribute up to \$5.0 million annually to the City's General Fund. Data centers are in demand as the world has embraced remote work and digital retail and this revenue source for the City has been reliable and growing even during the pandemic induced recession.

Any policy discussion about changing the City's position on data centers must factor in the revenue contributions to not only the City, but other public agencies that depend on this revenue to provide public services. Indeed, the impact of data centers demonstrates the interrelatedness of this service to not only the region's global reputation of innovation and technology, but the public service agencies that depend on this revenue to support a higher than average quality of life for residents. Undoing this Council priority must come with a strategy for continued support of the region's support of the Silicon Valley's data center needs to continue with its global role and the local needs to continue to meet the service needs of residents.

### ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration (MND) was prepared for the project by the environmental consultant firm Circlepoint, in accordance with the California Environmental Quality Act (CEQA). The MND and Notice of Availability were posted on the City's website at [www.santaclaraca.gov/ceqa](http://www.santaclaraca.gov/ceqa) and circulated for 30-day review on July 29, 2020 and closed on August 28, 2020, in accordance with CEQA requirements. The Planning Department received comments in response to the MND from the Bay Area Air Quality Management District (BAAQMD). In addition, the City received comments from the law firm Adams Broadwell Joseph & Cardozo, on behalf of "Santa Clara Citizens for Sensible Industry," a group associated with labor unions. Those letters are attached, along with the response to comments to this staff report for review. No other comments on the MND were received by staff.

The MND examined environmental impacts associated with project development and identified potential air quality, biological, cultural resources, geology and soils, hazardous materials, and noise impacts that with incorporation of mitigation measures into the project would reduce all potential impacts to less than significant. A detailed discussion of the potential impacts including a cumulative analysis and mitigation measures to be applied to the project are specified in the MND and would be implemented through project conditions of approval and the Mitigation Monitoring and Reporting Program (MMRP) for the proposed project.

An errata Memorandum is prepared and attached to this report. As originally proposed, the applicant would have rezoned the property from Planned Development (PD) to Light Industrial (ML). After the MND was distributed, the Applicant asked to modify the application so that the rezoning would go from Planned Development to Planned Development, to accommodate the reduced parking and increased height. The MND assumed that the structure would be approximately 85 feet tall, so the 87-foot height is consistent with the MND, and the amount of parking is not a CEQA impact by itself. Since this minor process change is not going to affect any of the MND's impacts, an errata Memorandum was prepared.

### FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative staff time and expense typically covered by processing fees paid by the applicant.

## COORDINATION

This report was coordinated with the City Attorney's Office.

## PUBLIC CONTACT

on May 27, 2021, the notice of public hearing for the June 8, 2021 City Council meeting for this item was posted in three conspicuous locations within 300 feet of the project site and was mailed to property owners within a 1,000-foot radius of the project boundaries.

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. Adopt a resolution to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.
2. Adopt a resolution to approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).
3. Deny the rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

## RECOMMENDATION

Alternatives 1 and 2: That the City Council adopt resolutions for the 2905 Stender Way Project to:

1. Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project; and
2. Approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

## ATTACHMENTS

1. Planning Commission Staff Report of April 14, 2021
2. Mitigated Negative Declaration (MND), Response to Comment Letters, and Mitigation Monitoring and Reporting Program (MMRP)
3. Comment Letters Received on the MND
4. Supplemental Air Quality Memorandum
5. MND Erratum
6. Resolution Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
7. Resolution Approving the Rezoning
8. Conditions of Rezoning Approval
9. Development Plans

10. Project Data Sheet
11. Parking Study
12. Data Centers Location Map
13. Planning Commission Meeting Minutes - April 14, 2021



## Agenda Report

21-112

Agenda Date: 4/14/2021

### REPORT TO PLANNING COMMISSION

#### SUBJECT

Action on a Rezone from Planned Development (PD) to Planned Development (PD) of a property located at 2905 Stender Way to allow development of a four-story Data Center building (CoreSite SV9)

#### BACKGROUND

on September 18, 2019, CoreSite Real Estate SV9 L.P. ("Applicant") filed an application for the 3.9-acre site at 2905 Stender Way that is currently developed with a single-story light industrial building that is subdivided into commercial condominiums.

The proposed project includes a Rezone from Planned Development (PD) to Planned Development (PD) to allow for reduced parking (CEQ2020-01075, PLN2019-14118). A Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared to fulfill the California Environmental Quality Act (CEQA) requirements for the project. The rezoning includes architectural design approval for new construction and would allow development of a 250,000 square-foot four-story data center including 19,600 square-foot office space for the data center tenants, a new electric power substation, equipment yards and onsite improvements (SV9) with 48-megawatt (MW) connections to Silicon Valley Power (SVP) service on a 3.9-acre site. Site improvements would include the new SV9 data center building, a covered loading dock, exterior lighting, gated driveway access, parking lot, and perimeter landscaping.

The project site is located at the intersection of Stender Way and Central Expressway. The project site is bound by a parcel developed with industrial uses to the north, Stender Way to the west, San Tomas Aquino Creek to the East and Central Expressway to the South. The assessor's parcel number is 216-29-108. CoreSite's SV3, SV4, SV5, SV6, SV7 & SV8 data centers are immediately west of the project site along Stender Way and Coronado Drive. Corporate offices for ON Semiconductor (Semiconductor supplier) are immediately to the north while San Tomas Aquino Creek and bike trail is to the east. There are various offices for Allegion, Crystal Instruments, Acculmage and Sentek Dynamics further to the east across the creek on Owen Street.

Land use zoning designations surrounding the project site consist of Light Industrial and Planned Industrial to the west, south, and east, Low Intensity Office/Research and Development to the north, and High Intensity Office/Research and Development farther to the west.

#### Existing Site Conditions:

The project site is developed with a single-story light industrial building and surface parking lot. The existing building is set back from the roadway and parcel lines on all sides, and is surrounded on the west, north, and eastern sides with surface parking. The southern side of the building is set back from Central Expressway with landscaping, trees and a paved pedestrian walkway. As part of the

project, the existing single-story building would be demolished, and the associated parking lot would be removed. The current PD Zoning on the site was established in order to facilitate an industrial condominium development with an intended subdivision for multiple condominium lots. However, the previous owner decided not to move forward with the piecemeal sale of the property as the market demand from small business owners desiring to own their office was lower than expected at the time of the prior PD Rezoning.

### DISCUSSION

While the development of data centers is typically permitted through a staff administered design review hearing process, the subject project includes rezoning of the property and thus requires City Council action. Per the Zoning Ordinance, the Planning Commission is to make a recommendation on the rezoning action to the City Council. The primary issues for the Planning Commission to consider are: 1) consistency with the City's General Plan; 2) the appropriateness of the proposed Planned Development zoning district standards; and 3) quality of project architecture and site design.

#### ***General Plan Conformance***

The General Plan land use designation for the project site is Light Industrial. This classification is intended to accommodate a range of light industrial uses, including general service, warehousing, storage, distribution and manufacturing. Data centers are an intended use for the Light Industrial land use designation

Employment density at the proposed facility would be relatively low, which is consistent with the intent of the Light Industrial General Plan Land Use designation. The General Plan provides maximum floor area ratios (FAR) for industrial uses in the City ranging from 0.45 for heavy industrial uses to 2.0 for high-intensity office/research and development uses. The maximum FAR for light industrial uses is 0.6. These floor area ratios reflect intended employment intensities assumed in the General Plan rather than assumptions or requirements for open space around industrial buildings. The City however considers data center development to be low intensity in terms of employment and traffic generation. Thus, while the FAR for the proposed SV9 data center building would be 1.47, and therefore greater than the 0.6 FAR maximum standard for light industrial uses in the General Plan, it would not conflict with the uses or assumed employment intensity for the Light Industrial land use designation because the use is a low employment density use, and thus a very low traffic generator as measured by Vehicle Miles Travelled (VMT) generated by the project.

There are no residential uses in the immediate vicinity of the project site. The closest residential uses are approximately a 2,100 feet distance from the project site and are separated by multiple intervening industrial properties. These residential uses include the apartments at Santa Clara Square to the north and a townhouse development just south of the Caltrain rail tracks. Surrounding development consists of one- to five-story industrial buildings with large surface parking lots. Nearby uses include data centers, research and development buildings, biotech companies and other digital technology-oriented uses.

The proposed project would support the City's ongoing economic development, provide fiscal benefits to the City, and incorporate site improvements such that it also would implement the following General Plan Policies:

#### ***General Land Use Policies***

5.3.5 G2 Sufficient industrial land that meets the demand for local employment and retains the City's economic base.

-

5.3.5 G4 Heavy and Light Industrial areas that reduce exposure to hazardous materials by precluding sensitive receptors and places of assembly.

-

5.3.5 P11 Construct sidewalks in industrial areas, with priority along streets served by existing or planned transit services.

-

5.3.5 P12 Promote development, such as manufacturing, auto services and data centers, in Light and Heavy Industrial classifications to compliment employment areas and retail uses.

-

5.3.5 P14 Prohibit Data Centers from properties designated High Intensity Office/Research and Development except as support to the primary use on the property.

-

### ***Proposed Zoning District Standards***

The Project applicant is proposing to rezone the subject property to the City's Planned Development Zoning district to accommodate an industrial use. Historically, the project site was zoned Light Industrial, and is surrounded by industrial development. The site was however rezoned in 2006 from Light Industrial to Planned Development (PD) in order to facilitate the conversion an existing industrial building into 35 condominiums with retail and service uses so that the current zoning is not conducive to other industrial uses, including the proposed data center. The current proposal to redevelop the site as a data center can be implemented by rezoning the site from Planned Development (PD) to Planned Development (PD).

Chapter 18.54 establishes a process and requirements for the establishment of Planned Development Zoning districts. Planned Development Zoning districts are intended to allow for creative design solutions and land uses not otherwise allowed in standard zoning districts while maintaining compatibility with the existing community and allowing for greater community ownership. The proposed Planned Development Zoning would establish standards for the data center development, which are compatible with existing and approved land uses and development surrounding the project site. In addition to removing the obsolete industrial condominium zoning standards, the proposed PD Zoning would establish zoning standards that are consistent with the standards of the Light Industrial zoning district, with an exception for parking (which is discussed further below).

The underlying General Plan designation of Light Industrial land use classification is intended to provide an optimum general industrial environment.

### **Site Design and Architecture**

The SV9 data center would be steel frame construction enclosed by an exterior aluminum composite panel system with materials chosen to match the texture and finish of the adjacent CoreSite data centers. While the proposed use necessitates a large warehouse type building, the building facades would be articulated with details and materials to reduce the visual impact of the overall building mass and provide an attractive appearance consistent with an industrial setting. The façades of the proposed buildings would consist primarily of insulated metal panel and glass siding materials, in varying shades of gray, blue and white colors, as depicted in the colored elevations included with the

attached development plans.

The height of the proposed buildings would be 87-feet to the tops of the primary roof parapets and would be approximately 102 feet to the tops of the metal roof screens and mechanical penthouses. As this is a PD rezone, the height limit for the Project will be whatever is established by this rezoning process, rather than the height limits set for other districts contained in the Zoning Ordinance. Nevertheless, it is worth noting that Zoning Code section 18.64.010(a) provides that the height limitations contained in those other district regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other mechanical appurtenances usually required to be placed above the roof level and not intended for human occupancy or to be used for any commercial or advertising purposes.

The proposed PD zoning standards for this Project are largely consistent with the ML district standards, with the exception of height (the limit in ML is 70 feet) and parking (discussed below).

Rooftop equipment and the rooftop staircase access and elevator would be screened from view from the surrounding area by a louvered screenwall system. The screenwall would be set back from the roof edge. Backup generators for the SV9 data center would be housed at grade adjacent to both the SV9 build and new substation.

#### Circulation and Parking

The standard required on-site parking supply for the proposed data center development is one space per 4,000 square feet of gross building floor area in accordance with the City Zoning Ordinance. Based on this ratio, a total of 62 parking spaces would normally be required for the development. However, the applicant has provided information to support a lower anticipated parking demand for the proposed data center use and is proposing to provide 26 parking spaces on the site in a surface lot located to the south of the proposed building. In particular, the standard ratio does not account for a diminishing per square foot parking demand as the data center increases in size. The applicant is proposing through the requested PD Zoning to establish a lower parking requirement for the site. A Parking Study, prepared by Kimley Horn, is attached to this report and supports the number of parking spaces as proposed.

The site plan reserves space for an additional 24 parking spaces which would be constructed in the event building use is eventually converted to another use with higher parking demands. The land bank spaces are located in areas on the site that will be occupied by equipment such as chiller enclosures or generators for the data center use and which could be removed to provide additional spaces if needed for an alternative use of the building.

As discussed in the Parking Study, it is anticipated the data center will be staffed 24-hours, 7 days a week by three shifts (day, mid, and swing) each day. The day shift will have more employees compared to both the mid and swing shift. It is anticipated that a maximum of 10 employees and 15 visitors will be on the site on a given day and less may be present during certain time periods throughout the day (e.g. day versus night shift). It should be noted that the number of employees and visitors may change depending on building occupancy and other factors.

#### Tree Replacement and Landscaping

Development of the project would require removal of 39 trees on site. The project includes planting

new landscaping around the perimeter of the site, along the street frontage, and near the building, including 39 new 36-inch box sized trees. The City's General Plan (Policy 5.3.1-P10) requires new development to include new street trees and replacement of existing trees removed at a ratio of at least a 2:1 with two new 24-inch box sized trees on- or off-site added for each tree removed, or alternatively, where it is not possible to meet this policy, the City has allowed replacement tree planting sizes at 36-inch box at the replacement ratio of one new tree planted for each existing tree removed, provided that sufficient trees are planted offsite to still meet the 2:1 requirement. The proposed project would thus need to plant a minimum of 78 24-inch box size replacement trees, or 39 36-inch size replacement trees. Because of the number of trees involved and the limited site area available, the project will conform to this requirement through the latter provision, and provide additional trees offsite. Tree selections will provide year-round shade for sidewalks and will act as a wind buffer.

Perimeter landscaping surrounding the existing building would be removed and partially replaced. New landscaping is proposed at the ends of the parking bays and replacement landscaping would be installed around the entire property boundary using a variety of tree, shrub and grass species. Vines and shrubs would be trained along the western and southern substation walls to provide additional buffer and increase aesthetic appeal.

### **Conclusion**

The proposed project would implement specific goals and policies of the City's General Plan and result in land development that is compatible with City standards, surrounding land uses, and the overall General Plan strategies, goals and policies.

### **ENVIRONMENTAL REVIEW**

A Mitigated Negative Declaration (MND) was prepared for the project by the environmental consultant firm Circlepoint, in accordance with the California Environmental Quality Act (CEQA). The MND and Notice of Availability were posted on the City's website at [www.santaclaraca.gov/ceqa](http://www.santaclaraca.gov/ceqa) and circulated for 30-day review on July 29, 2020 and closed on August 28, 2020, in accordance with CEQA requirements. The Planning Department received comments in response to the MND from the Bay Area Air Quality Management District (BAAQMD). In addition, the City received comments from the law firm Adams Broadwell Joseph & Cardozo, on behalf of "Santa Clara Citizens for Sensible Industry," a group associated with labor unions. Those letters are attached, along with the response to comments to this staff report for review. No other comments on the MND were received by staff.

The MND examined environmental impacts associated with project development and identified potential air quality, biological, cultural resources, geology and soils, hazardous materials, and noise impacts that with incorporation of mitigation measures into the project would reduce all potential impacts to less than significant. A detailed discussion of the potential impacts and mitigation measures to be applied to the project are specified in the MND and would be implemented through project conditions of approval and the Mitigation Monitoring and Reporting Program (MMRP) for the proposed project.

An errata Memorandum is prepared and attached to this report. As originally proposed, the applicant would have rezoned the property from Planned Development (PD) to Light Industrial (ML). After the MND was distributed, the Applicant asked to modify the application so that the rezoning would go from Planned Development to Planned Development, to accommodate the reduced parking and increased height. The MND assumed that the structure would be approximately 85 feet tall, so the 87

foot height is consistent with the MND, and the amount of parking is not a CEQA impact by itself. Since this minor process change is not going to affect any of the MND's impacts, an errata Memorandum was prepared.

### FISCAL IMPACT

There is no fiscal impact to the City for processing the requested application other than administrative staff time and expense typically covered by processing fees paid by the applicant.

### COORDINATION

This report has been coordinated with the City Attorney's Office.

### PUBLIC CONTACT

on April 1, 2021, the notice of public hearing for the April 14, 2021 Planning Commission meeting for this item was posted in three conspicuous locations within 300 feet of the project site and was mailed to property owners within a 1,000-foot radius of the project boundaries.

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. Adopt a resolution to recommend the City Council adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.
2. Adopt a resolution to recommend the City Council approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).
3. Recommend the City Council deny the rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

### RECOMMENDATION

Alternatives 1), and 2): That the Planning Commission adopt resolutions for the 2905 Stender Way Project recommending that the City Council:

1. Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.
2. Approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

Reviewed by: Andrew Crabtree, Director of Community Development

Reviewed by: Alexander Abbe, Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

### ATTACHMENTS

1. Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP)

2. Comment Letters Received on the MND
3. MND Erratum
4. Resolution Recommending Council to the Adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
5. Resolution Recommending Council Approve the Rezoning
6. Conditions of Rezoning Approval
7. Development Plans
8. Project Data Sheet
9. Parking Study

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**MITIGATED NEGATIVE DECLARATION**

**2905 Stender Way  
SV9 Data Center Project**



**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared for:  
City of Santa Clara  
Community Development Department  
1500 Warburton Avenue  
Santa Clara, CA 95050**

**January 2021**

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**2905 STENDER WAY  
SV9 DATA CENTER PROJECT**

**Mitigated Negative Declaration (MND)**

**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared for:**

**City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
(408) 615-2450**

**Prepared by:**

**Circlepoint  
46 South 1st Street  
San Jose, CA 95113**

**January 2021**

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# MITIGATED NEGATIVE DECLARATION (MND)

Pursuant to the California Environmental Quality Act (CEQA)

Division 13, Public Resources Code

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
(408) 615-2450

## Project Description

The 3.8-acre project site is located within the City of Santa Clara, in the Silicon Valley region of the larger San Francisco Bay Area. The project site is in the central part of Santa Clara, just south of US Highway 101 (US-101) and west of the San Tomas Expressway. Land use designations surrounding the project site consist of Light Industrial and Planned Industrial to the west, south, and east; Low Intensity Office/Research and Development to the north, and High Intensity Office/Research and Development farther to the west. The proposed project site is currently zoned as Planned Development.

Surrounding development consists of one- to five-story buildings with large surface parking lots. Nearby uses include data centers, research and development buildings, biotech companies and other digital technology-oriented uses. Buildings are generally set back from the street by landscaped areas, fencing and surface parking. Street-side trees occur intermittently throughout the area, often breaking up views of existing buildings from the street.

As part of the project, the existing single-story building would be demolished, and the associated parking lot would be removed. A four-story, 250,000 square-foot data center (SV9) would replace the existing uses on the site. The SV9 data center would be approximately 85 feet in height and would house computer servers and supporting equipment for private clients. Clients would either use the project as a place to relocate their existing servers or as a place to operate new servers and expand their server capacity. Sixteen standby option, backup diesel generators (backup generators) would be added to the site to provide backup power to the SV9 data center in the event of an emergency.

At full buildout, the SV9 data center would have 48 megawatt (MW) connections to SVP service. The 48 MW service requirement for the SV9 data center will be met by the improvements made to SVP's nearby systems. A substation will be constructed on the SV9 data center site, however precise information on required off-site improvements to SVP facilities to support the SV9 data center is not known at this time. For the purposes of this analysis, it is assumed that the SV9 data center would operate using 48-MW from opening day. This ensures that the maximum greenhouse gas emissions are captured.

Site improvements would include the SV9 data center building, a covered loading dock, exterior lighting, gated driveway access, parking lot, and perimeter landscaping.

Additional project description information, including details on building design, landscaping, parking, backup energy, and cooling, is provided in the Initial Study (Exhibit A to this Mitigated Negative Declaration).

## Determination

A Mitigated Negative Declaration (MND), City File No. **PLN2019-14118** , **CEQ2020-01075**, is proposed by the City of Santa Clara for the project. The Initial Study and supporting documents have been prepared to determine if the project would result in potentially significant or significant impacts to the environment. The mitigation measures that have been identified are listed in **Table 1** below. The public review period occurred from July 29, 2020 to August 27, 2020. Two comment letters were received during that time. On the basis of the Initial Study and the whole record, it has been determined that the proposed action, with the incorporation of the mitigation measures described below, would not have a significant effect on the environment. The supporting technical reports that constitute the record of proceedings upon which this determination is made are available for public review on the City of Santa Clara Planning Division website at <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/environmental-review-ceqa>.

---

Gloria Sciara, City of Santa Clara  
Development Review Officer

---

Date

**Table 1 - Summary of Mitigation Measures**

<i>Summary of Mitigation Measures</i>		
<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Environmental Impact</i>
Air Quality	<p><b>Mitigation Measure AQ-1:</b> Include basic measures to control dust and exhaust during construction. During any construction period ground disturbance, the applicant shall ensure that the project contractor implement measures to control dust and exhaust. Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with grading and new construction to a less than significant level. The contractor shall implement the following best management practices that are required of all projects:</p> <ul style="list-style-type: none"> <li>▪ All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>▪ All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>▪ All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>▪ All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.</li> <li>▪ All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>▪ Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</li> </ul>	Less than Significant with Mitigation

<b>Summary of Mitigation Measures</b>		
<b>Environmental Factor</b>	<b>Mitigation Measures</b>	<b>Level of Environmental Impact</b>
	<ul style="list-style-type: none"> <li>▪ All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>▪ Post a publicly visible sign with the telephone number and person to contact at the construction firm regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District’s phone number shall also be visible to ensure compliance with applicable regulations.</li> </ul>	
Air Quality	<b>Mitigation Measure AQ-2:</b> In order to reduce NO <sub>x</sub> emissions below the BAAQMD threshold, the applicant shall limit non-emergency operation (including testing and maintenance) of each backup diesel generator to no more than 11 hours per year.	Less than Significant with Mitigation
Biological Resources	<p><b>Mitigation Measure BIO-1:</b> In order to reduce impacts to biological systems and communities, the following measures shall be implemented:</p> <ul style="list-style-type: none"> <li>▪ Schedule tree removal activities between September 1 and January 31 (inclusive) to avoid the nesting season (including for raptors) and no construction surveys will be required.</li> <li>▪ If tree removal will take place between February 1 and August 31, pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed.</li> <li>▪ Surveys will be completed no more than seven days prior to the initiation of site clearing or construction activities. During this survey, the ornithologist will inspect all trees and other potential nesting habitats (e.g., shrubs) in and immediately adjacent to the construction area for nests.</li> <li>▪ If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist will determine the extent of a disturbance-free buffer zone to be</li> </ul>	Less than Significant with Mitigation

<i>Summary of Mitigation Measures</i>		
<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Environmental Impact</i>
	<p>established around the nest (typically 250 feet for raptors and 50-100 feet for other species). This will ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation.</p> <ul style="list-style-type: none"> <li>▪ A report indicating the result of the survey and any designated buffer zones shall be submitted to the satisfaction of the Planning Department prior to the start of construction.</li> </ul>	
Cultural Resources	<p><b>Mitigation Measure CUL-1:</b> In the event archaeological resources are encountered during construction, work shall be halted within 100 feet of the discovered materials and workers shall avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations.</p> <p>If an archaeological resource is encountered in any stage of development, a qualified archaeologist will be consulted to determine whether the resources qualify as historical resources or unique archaeological resources. In the event that the encountered resources qualify, the archaeologist will prepare a research design and archaeological data recovery plan to be implemented prior to resuming construction at the affected area. The archaeologist shall also prepare a written report of the finding, file it with the appropriate agency, and arrange for curation of recovered materials.</p>	Less than Significant with Mitigation
Cultural Resources	<p><b>Mitigation Measure CUL-2:</b> In the event that human remains are discovered during project construction, all activity within a 50-foot radius of the site shall be halted. The Santa Clara County Coroner would be notified and would make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the NAHC immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section</p>	Less than Significant with Mitigation

<b>Summary of Mitigation Measures</b>		
<b>Environmental Factor</b>	<b>Mitigation Measures</b>	<b>Level of Environmental Impact</b>
	15064.5(e) of the CEQA Guidelines.	
Geology and Soils	<b>Mitigation Measure GEO-1:</b> To reduce risks associated with liquefaction, the project will be built using standard engineering and seismic safety design techniques. Building design and construction at the site shall be completed in conformance with the recommendations of the project-specific geotechnical investigation (Appendix D of the Initial Study). Such recommendations include, but are not limited to, the use of shallow foundations such as spread footings, that are designed to maintain structural integrity in the event of settlement from liquefaction. The buildings shall meet the requirements of applicable Building and Fire Codes, including the most current California Building Code, as adopted or updated by the City. The project shall be designed to withstand soil hazards identified on the site and the project shall be designed to reduce the risk to life or property on site and off site to the extent feasible and in compliance with the Building Code.	Less than Significant with Mitigation
Geology and Soils	<b>Mitigation Measure GEO-2:</b> Expansive soils shall be addressed through treatment or removal, in order to reduce the potential for structural damage. Slabs-on-grade should have sufficient reinforcement and be supported on a layer of non-expansive fill. Treatment of expansive soil may include lime or other additives to reduce expansion potential. Footings should extend below the zone of seasonal moisture content variation. Expansive soils may also be replaced with a non-expansive fill material to a depth where the seasonal moisture content variation becomes relatively insignificant. The appropriate depth shall be determined by a qualified structural engineer. In addition, moisture changes in the surficial soils should be limited by directing drainage away from buildings, as well as limiting the water used for landscaping.	Less than Significant with Mitigation
Geology and Soils	<b>Mitigation Measure GEO-3:</b> Discovery of a paleontological specimen during any phase of the project shall result in a work stoppage in the vicinity of the find until it can be evaluated by a professional paleontologist. Should loss or damage be detected, additional protective measures or further action	Less than Significant with Mitigation

<b>Summary of Mitigation Measures</b>		
<b>Environmental Factor</b>	<b>Mitigation Measures</b>	<b>Level of Environmental Impact</b>
	(e.g., resource removal), as determined by a professional paleontologist, shall be implemented to mitigate the impact.	
Hazards and Hazardous Materials	<b>Mitigation Measure HAZ-1:</b> A Phase II Environmental Site Assessment (ESA) shall be performed prior to construction. If the Phase II ESA determines there is no contamination present on the project site, no further action will be required. If contamination is encountered, all feasible recommendations from the Phase II ESA shall be implemented including but not limited to the development of a worker safety plan to ensure that construction workers are not exposed to unsafe levels of soil or groundwater contamination, and a disposal plan to ensure contaminated soils and/or groundwater are properly and safely removed from the site and disposed at appropriate facilities.	Less than Significant with Mitigation
Hazards and Hazardous Materials	<b>Mitigation Measure HAZ-2:</b> A survey by a certified asbestos consultant to assess asbestos, lead-containing paint, and other potentially hazardous waste will be conducted prior to demolition activities. Disposal of any hazardous materials found during this survey will be coordinated with Mission Trail Waste Systems.	Less than Significant with Mitigation
Noise	<b>Mitigation Measure NOI-1:</b> The project applicant shall ensure that no more than six generators are operated simultaneously during scheduled maintenance, and testing and these activities would only occur during the daytime between the hours of 7:00 a.m. and 10:00 p.m.	Less than Significant with Mitigation
Tribal Cultural Resources	Please see <b>Mitigation Measure CUL-1</b> and <b>Mitigation Measure CUL-2</b> .	Less than Significant with Mitigation

**SV9 DATA CENTER PROJECT  
2905 STENDER WAY**

**INITIAL STUDY  
City File No: PLN2019-14118, CEQ2020-01075**

**Prepared For:**

**City of Santa Clara  
Community Development Department  
1500 Warburton Avenue  
Santa Clara, CA 95050**

**Prepared By:**

**Circlepoint  
46 S First Street  
San Jose, CA 95113**

**October 2020**

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**INITIAL STUDY WITH PROPOSED MITIGATED NEGATIVE  
DECLARATION**

**2905 Stender Way  
CoreSite SV9 Data Center**



**Prepared for:**

**City of Santa Clara  
Community Development Department  
1500 Warburton Avenue  
Santa Clara, CA 95050**

**July 2020**

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**CoreSite SV9 DATA CENTER  
2905 Stender Way  
CEQ2020-01075**

**INITIAL STUDY  
WITH PROPOSED  
MITIGATED NEGATIVE DECLARATION (MND)**

**Prepared For:**

**City of Santa Clara  
Community Development Department  
1500 Warburton Avenue  
Santa Clara, CA 95050**

**Prepared By:**

**Circlepoint  
46 S First Street  
San Jose, CA 95113**

**July 2020**

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Appendix B	Cultural Resources - CHRIS and NAHC Sacred Lands Record Search Letters
Appendix C	Energy Study
Appendix D	Geotechnical Investigation
Appendix E	Phase I ESA
Appendix F	Noise and Vibration Study

## INITIAL STUDY AND ENVIRONMENTAL CHECKLIST FORM

1. Project title	CoreSite SV9
2. Lead agency name and address	City of Santa Clara, 1500 Warburton Avenue, Santa Clara, CA 95050
3. Contact person and phone number	Elaheh Kerachian 408-615-2450
4. Project location	2905 Stender Way, Santa Clara, CA 95054
5. Project sponsor's name and address	CoreSite, 1001 17th Street, Suite 500, Denver, CO 80202
6. General plan designation	Light Industrial
7. Zoning	<i>Existing:</i> Planned Development (PD) <i>Proposed:</i> Light Industrial (ML)
9. Description of project	As part of the project, the existing one-story structure and associated parking lot would be removed and replaced with a new, four-story, approximately 250,000 square foot data center. Average power consumption would be 48-megawatts (MW). Backup diesel generators would be installed to provide emergency power to the data center. The project would be constructed over a period of 36-48 months.
10. Surrounding land uses and setting	The 3.8-acre project site is zoned PD – Planned Development and was previously zoned Light Industrial. The project site is in Santa Clara south of Highway US-101 and west of the San Tomas Expressway. The project site has frontage on Stender Way. Surrounding land uses are predominantly industrial and there are no sensitive receptors within close proximity to the site.
11. Other public agencies whose approval is required (e.g. permits, financial approval, or participation agreements)	None

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “potentially significant impact” as indicated by the checklist on the following pages.

- |  |   |
|--|---|
| <input type="checkbox"/> Aesthetics                                    | <input type="checkbox"/> Agriculture and Forestry Resources |
| <input checked="" type="checkbox"/> Air Quality                        | <input checked="" type="checkbox"/> Biological Resources    |
| <input checked="" type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Energy                             |
| <input checked="" type="checkbox"/> Geology and Soils                  | <input type="checkbox"/> Greenhouse Gas Emissions           |
| <input checked="" type="checkbox"/> Hazards and Hazardous Materials    | <input type="checkbox"/> Hydrology and Water Quality        |
| <input type="checkbox"/> Land Use and Planning                         | <input type="checkbox"/> Mineral Resources                  |
| <input checked="" type="checkbox"/> Noise                              | <input type="checkbox"/> Population and Housing             |
| <input type="checkbox"/> Public Services                               | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation                                | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Utilities and Service Systems                 | <input type="checkbox"/> Wildfire                           |
| <input checked="" type="checkbox"/> Mandatory Findings of Significance |   |

# DETERMINATION

On the basis of this Initial Study:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

---

Name, Title

---

Date

# 1 PROJECT DESCRIPTION

## 1.1 Project Location

The 3.8-acre project site is in the City of Santa Clara (City), in the Silicon Valley region of the larger San Francisco Bay Area. The project site is in the central part of the City, just south of US Highway 101 (US-101) and west of the San Tomas Expressway. Land use designations surrounding the project site consist of Light Industrial and Planned Industrial to the west, south, and east, Low Intensity Office/Research and Development to the north, and High Intensity Office/Research and Development farther to the west. The project site is currently zoned as Planned Development.

Surrounding development consists of one- to five-story buildings with large surface parking lots. Nearby uses include data centers, research and development buildings, biotech companies and other digital technology-oriented uses. Buildings are generally set back from the street by landscaped areas, fencing and surface parking. Street-side trees occur intermittently throughout the area, often breaking up views of existing buildings from the street.

The project site is bound by Central Expressway to the south, Stender Way to the west, adjacent buildings to the north, and San Tomas Aquino Creek to the east. CoreSite's SV3, SV4, SV5, SV6, SV7 & SV8 data centers are immediately west of the project site along Stender Way and Coronado Drive. Corporate offices for ON Semiconductor (Semiconductor supplier) are immediately to the north while San Tomas Aquino Creek and bike trail is to the east. There are various offices for Allegion, Crystal Instruments, Acculmage and Sentek Dynamics further to the east across the creek on Owen Street. **Figure 1** provides an overview map showing the location of existing data centers and other adjacent uses.


## 1.2 Site Conditions

The project site is located at the intersection of Stender Way and Central Expressway as shown on **Figure 1**. The project site is bound by a parcel to the north, Stender Way to the west, San Tomas Aquino Creek to the East and Central Expressway to the South. The assessor's parcel number is 216-29-108. The project site is developed with a single-story light industrial building and parking lot. The building is currently in use by several tenants leasing space. The existing building is set back from the roadway and parcel lines on all sides, and is surrounded on the west, north, and eastern sides with surface parking. The southern side of the building is set back from Central Expressway with landscaping, trees and a paved pedestrian walkway.

The project site has perimeter, ornamental landscaping along Stender Way and Central Expressway. The project site includes 39 ornamental trees, consisting of a mix of coast redwoods (*Sequoia sempervirens*),



**Legend**

 Project Site



Not to Scale

**Project Location Map**

Figure

**1**

Source: Google Earth, 2019

Canary Island pine (*Pinus canariensis*), London planes (*Platanus x acerifolia*) and other species. All trees on site are recommended for removal as a part of the project.<sup>1</sup> There are two curb cuts which allow vehicles to enter the site from Stender Way. Primary pedestrian access is also from Stender Way. The site includes utility connections (water, sewer, and electrical) and a Silicon Valley Power (SVP) utility easement that runs along the southern and western edge of the site. Additionally, there is an easement for electrical systems in favor of the City encompassing the existing transformer and conduit.

### 1.3 Project Components

As part of the project, the existing single-story building would be demolished, and the associated parking lot would be removed. A four-story, 250,000 square-foot data center (SV9) would replace the existing uses on the site. The SV9 data center would be approximately 85 feet in height and would house computer servers and supporting equipment for private clients. Clients would either use the project as a place to relocate their existing servers or as a place to operate new servers and expand their server capacity. Sixteen standby option, backup diesel generators (backup generators) would be added to the site to provide backup power to the SV9 data center in the event of an emergency.

At full buildout, the SV9 data center would have 48-megawatt (MW) connections to SVP service. The 48-MW service requirement for the SV9 data center would be met by the improvements made to SVP's nearby systems. A substation would be constructed on the SV9 data center site, however precise information on required off-site improvements to SVP facilities to support the SV9 data center is not known at this time. For the purposes of this analysis, it is assumed that the SV9 data center would operate using 48-MW from opening day. This ensures that the maximum greenhouse gas emissions are captured.

Site improvements would include the SV9 data center building, a covered loading dock, exterior lighting, gated driveway access, parking lot, and perimeter landscaping (see **Figure 2**).

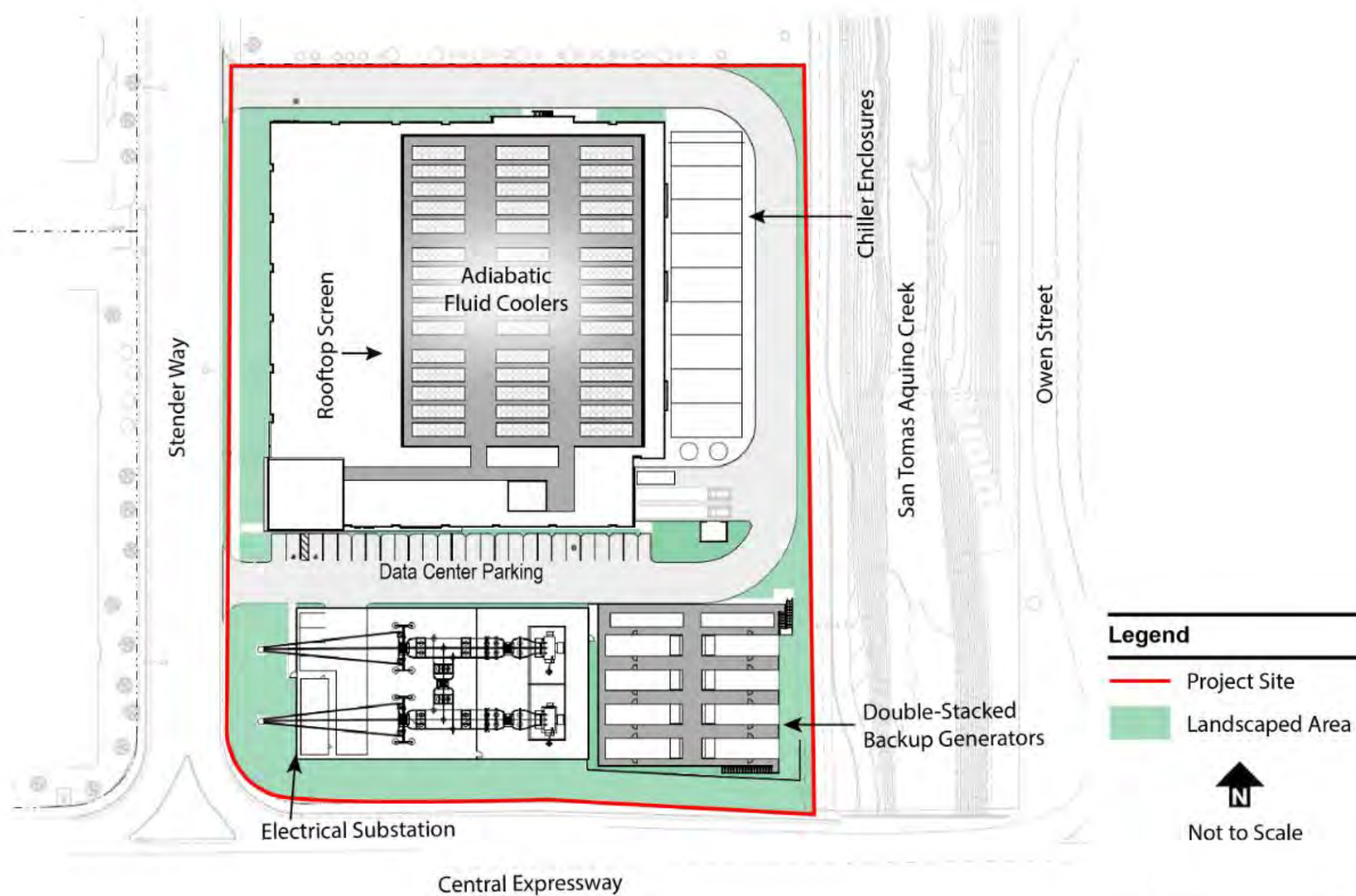
#### ***Building Design***

The SV9 data center would be steel frame construction and would have an exterior aluminum composite panel system with materials chosen to match the texture and finish of adjacent CoreSite data centers. Elevations are shown in **Figure 3a** and **Figure 3b** and renderings of the SV9 data center are shown in **Figure 4**. Exterior glazing would break up the façade with large, continuous sections of glazing spanning from the base to the roofline. Rooftop equipment and the rooftop staircase access and elevator would be screened from view from the surrounding area by a louvered screenwall system 6.5 feet in height.<sup>2</sup> The screenwall would be set back from the roof edge. Backup generators for the SV9 data center would be housed at grade adjacent to both the SV9 build and new substation.

---

<sup>1</sup>Anderson's Tree Care Specialists 2019. *Tree Protection Report*, Published 2019.

<sup>2</sup>A louver is a horizontal slat that is placed at an angle. The louvered screenwall would be a fence-like system installed around the perimeter of the SV9 data center roof. Similar to a fence, it would screen views of the rooftop equipment from the street level.



Site Plan

Figure

Source: Circlepoint, 2020



**Project Elevations** Figure 3a

Source: Circlepoint, 2020



1 SOUTH ELEVATION



2 NORTH ELEVATION

Project Elevations **Figure 3b**

Source: Circlepoint, 2020



**Exterior Rendering** Figure **4**

Source: Circlepoint, 2020

## Major Equipment

Table 1-1 provides a list of the major equipment that would be located on site as part of the project.

**Table 1-1 Major Equipment**

Equipment	Quantity	Location
3500 kilowatt (KW) standby generators	16 (N+2 configuration)	SV9 yard, adjacent to the data center
Modular Chiller Plant Enclosures	9 (N+1 configuration)	SV9 yard, adjacent to the data center
Adiabatic Fluid Coolers	45	Data center rooftop

Source: CoreSite, 2019.

## Parking and Site Access

The existing parking lot would be removed to construct the SV9 data center. The project site currently has a total of 250 parking spaces, including 8 accessible spaces consistent with Americans with Disabilities Act (ADA) requirements. The City acknowledges that data centers require less parking, and based on that recognition the City Code establishes a parking ratio for data centers of 1 space per 4000 square feet. Based on the City Code ratio, a total of 63 spaces are required, 26 of which are provided on site. The remaining 37 would be land banked. The parking lot would be provided along the southern side of the building.

As shown in **Figure 2** and described above, two primary site access points would remain from Stender Way, although driveway access would be gated on the northern access point. The design and dimensions of the driveways would be updated to meet the City's current design requirements as provided in the City's Standard Details. The two driveways along Stender would also provide access for service vehicles and fire trucks. Existing pedestrian access to the site from Stender Way would be available at the south site access point only.

## Landscaping and Trees

The project would include landscaping consistent with the surrounding buildings to comply with the City's design requirements. Construction of the SV9 data center and parking lot would require removal of 39 trees. There are nine trees (Blue atlas cedar, Raywood ash, Green ash) located on neighboring properties that would remain in place. All neighboring trees are expected to survive construction, except for one Raywood ash which was observed to be dead in Winter 2019. Trees would be replaced at a minimum 1:1 ratio on-site, with additional trees provided offsite to achieve a total replacement ratio of 2:1. Replacement plantings would include 36-inch box size canopy trees, such as Frontier Elm (*Ulmus x Frontier*), Allee Lacebark Elm (*Ulmus parvifolia 'Allee'*), Non-fruiting Sweetgum (*Liquidambar styraciflua 'Rotundiloba'*), Sweetgum (*Liquidambar styraciflua 'Worplesdon'*), and/or Cajeput Tree (*Melaleuca quinquinerva*). Final tree selections will provide year-round shade for sidewalks and will act as a wind buffer.

As shown in **Figure 2**, perimeter landscaping surrounding the existing building would be removed and partially replaced. New landscaping is proposed at the ends of the parking bays and replacement landscaping would be installed around the entire property boundary using a variety of climate appropriate tree, shrub and grass species. Vines and shrubs would be trained along the western and southern substation walls to provide additional buffer and increase aesthetic appeal. An SVP duct bank currently exists along the south and west side of the property. Coordination with SVP would be necessary to meet SVP standards for access to duct banks. No additional landscaping is proposed.

## **1.4 Project Operation**

### ***Backup Energy Supply***

A data center relies upon a constant supply of power to allow servers to operate continuously: 24 hours per day, 7 days per week. To ensure continuous energy supply, the project would utilize sixteen 3.5-MW backup generators. The backup generators are designed to start up quickly in the event of a power failure. All generators would be located in the equipment yard of the SV9 data center building.

Emissions from combustion engines for stationary uses, including diesel generators, are regulated by the US Environmental Protection Agency (EPA). Engine emission standards have been categorized into a tiering system that designates maximum pollutant emissions. All new generators would have EPA Tier II engines and would be outfitted with diesel particulate filters. The generator engines would be fueled using ultra-low sulfur diesel fuel with a maximum sulfur content of 15 parts per million (ppm). All generator engines would be equipped with California Air Resources Board (CARB) Level 3 verified diesel particulate filters (DPFs) with a minimum control efficiency of 85 percent removal of particulate matter.

The generators would have maintenance testing performed throughout the year to ensure performance when needed during a power failure. All generators would be operated strictly in accordance with permitted hours as determined by the Bay Area Air Quality Management District (BAAQMD).

Generators would be installed in a double-stacked configuration. Each double-stack would be provided with a 13,000-gallon sub-base fuel storage tank. The top generator would have a 160-gallon diesel fuel tank installed next to the generator. The sub-base fuel storage tanks will be provisioned with fuel ports to allow refilling from the paved loop road surrounding the data center.

Additionally, the project would include uninterruptable power supplies (UPS) and direct-current (DC) plant energy equipment (batteries) for backup power. Batteries would provide enough energy to cover the critical load of 35-MW in the event of a power failure. UPS and batteries would be located on each of the four floors, adjacent to the computer room the system serves.

Battery technology for commercial UPS systems is lead-acid type. The batteries are placed in cabinets and installed next to the associated UPS module in a temperature-controlled room for optimum efficiency and battery life. The quantity of batteries is dictated by the length of time the back-up generators need to start and reach full operating power. This is typically less than 1 minute; however, a safety factor is added which results in an average of 5 to 6 minutes of battery power available.

## ***Cooling***

Servers convert electrical energy into heat as they operate and need to be kept cool. Therefore, cooling systems are a critical component of data center operation. Cooling systems would be installed to remove heat, ensuring servers operate safely and effectively. The project would include nine modular chiller plants located in the chiller yard adjacent to the SV9 data center. Adiabatic fluid coolers would be installed on the roof of the data center. Each 1,575-ton chiller would be supported by five adiabatic fluid coolers, for a total of 45 adiabatic fluid chillers. The adiabatic fluid coolers require minimal make-up water and would collectively use approximately 18 acre-feet annually, or 5,865,325 gallons. It is anticipated that the make-up water serving the adiabatic fluid coolers would have a single potable source. To supplement, two 15,000-gallon aboveground water storage tanks would be installed on site to provide 24-hours of make-up water in the event of temporary loss of water service. Aboveground water tanks would be installed adjacent to the modular chiller plants.

The make-up water would be chemically treated on-site before use to meet specifications for water quality. Biocides and scale and corrosion inhibitors would be injected into the stream to limit biological growth. Water treatment chemicals would be stored in pumphouse, located adjacent to the modular chiller plant to treat incoming potable water.

## ***Employees***

It is anticipated that up to 8 employees would typically be working in the building during daytime work hours, and up to 5 employees per shift would work in the building in the evening and overnight, for a total of up to 18 employees every 24 hours. As needed, technical support personnel would also be present on the site.

## ***Vehicle Trips***

Truck trips would occur during project operation to deliver and remove equipment as needed. Passenger vehicle trips to the site would be minimal, consisting of employees traveling to the site for work and occasional client visits.

## ***Energy Usage***

Major sources of energy demand for project operations would be client servers and the cooling system. The facility would use a maximum of 48-MW for a maximum load of 1,152,000 kilowatt-hours (kWh) daily. Overall, the daily power usage would vary depending on how many servers are up and running and how intensely the SV9 data center's clients are running their servers. The building would require very little lighting. Lighting would be used only to support small areas such as a security area, lobby, and office/conference room.

## **1.5 Construction**

Construction would be completed in one phase over approximately 36-48 months. Conventional construction equipment would be used, such as excavators, backhoes, and both light-duty trucks and heavy-duty dump trucks. Truck trips are expected to reach the project site via US-101, San Tomas Expressway, Scott Boulevard, and Central Expressway in addition to Coronado Drive and Stender Way. Truck trips for off haul of excavated materials are expected to travel along these same routes and arterials to dispose of construction demolition debris.

## **1.6 Permits and Approvals**

The project applicant is seeking a rezone from the current Planned Development (PD) zoning district to Light Industrial (ML), which will require City Council approval after a recommendation by the Planning Commission. The proposed height of the project, 85 feet, exceeds the maximum allowable height for the ML zoning district (70 feet), but is within the permissible range for a Minor Modification, which would be subject to the approval of the City Planner. The applicant will also be seeking a Minor Modification to land-bank a portion of the required parking.

The project will also be subject to the City's architectural review process, including a publicly noticed development review hearing conducted by the Director of Community Development.

## 2 ENVIRONMENTAL IMPACT CHECKLIST

### 2.1 Aesthetics

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
<b>Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to: trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### ***Discussion***

The City's 2010-2035 General Plan (General Plan) is the primary source for identifying and determining scenic vistas and scenic resources throughout the City. The General Plan does not identify any scenic vistas or view corridors within the City. The General Plan Integrated Environmental Impact Report lists the Santa Cruz Mountains, Diablo range, San Tomas Aquino Creek, and the Guadalupe River as 'visual resources' within the City. The project site is adjacent to San Tomas Aquino Creek. The San Tomas Aquino Creek flows from the foothills of the Sana Cruz Mountains through Santa Clara for 17 miles, creating scenic views throughout the City. However, the portion of the Creek in the project site vicinity has been modified and lined with concrete creating a concrete channel that does not offer scenic views . Views of San Tomas Aquino Creek from the project site include the concrete channel with sediment, scattered vegetation, and algal growth. The project site is not located near any natural or historic features that are considered scenic resources by the City.

Scenic viewsheds are also important factors to consider when analyzing the aesthetic character of a project site. While a scenic vista is typically a singular scene or view, scenic viewsheds are areas of

particular scenic or historic value deemed worthy of preservation against development and other changes. According to the General Plan, the project site is not located within or near any scenic viewsheds. The California Department of Transportation (Caltrans) Scenic Highway Program has not designated any scenic highways or potentially eligible scenic highways in the project site vicinity.<sup>1</sup>

The site is within a fully developed, industrial area of the City. As detailed in **Section 1, Project Description**, surrounding development consists of one- to two-story office and industrial buildings including two other CoreSite data centers to the west, a construction supply store to the north, San Tomas Aquino Creek Trail to the east, and Central Expressway to the south. Across Central Expressway there are more data centers and industrial and commercial offices. Development across San Tomas Aquino Creek consists primarily of commercial office uses. Buildings are generally set back from the street by landscaped areas, fencing, and surface parking. Street trees occur intermittently throughout the area, often breaking up views of existing buildings from the street. Due to existing development, trees, urban infrastructure such as power lines, and slight topographical changes throughout the area, views are generally limited to one or two blocks in each direction when traveling on foot or in a vehicle. Views of the project site are shown in **Figure 5** through **Figure 7**.

The visual character of the project site is an urban built environment. Due to the presence of vegetation and intervening development, the site is visible from the immediate vicinity along Stender Way to the west, Owen Street to the east, and Central Expressway to the south. The project site is flat and has perimeter landscaping along Stender Way and Central Expressway, as described in **Section 1, Project Description**. The site is currently occupied by a one-story industrial building and paved parking areas. The existing one-story building is set back from the roadway by a landscaped area featuring a small lawn, trees, fencing, and a paved pedestrian walkway.

Viewers of the project would include drivers on Owen Street, Central Expressway, and Stender Way; employees and visitors of nearby businesses; and pedestrians and bicyclists using the adjacent San Tomas Aquino creek trail. The sensitivity of these viewers is considered low because their views of the project site would be brief and intermittent.

**a) Would the project have a substantial adverse effect on a scenic vista?**

**No Impact.** The project site is not located in or near any scenic vistas identified by the City. Additionally, views from the project site are dominated by other office and industrial buildings. Long-range views from the project site are obscured by existing development. Therefore, the project would not result impacts to a scenic vista.

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<sup>1</sup> California Department of Transportation. *California Scenic Highway Mapping System*. Available: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways>. Accessed: February 2020.

**b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

**No Impact.** According to Caltrans' state scenic highway maps, there are no designated or eligible scenic highways in the project site vicinity.<sup>3</sup> Additionally, the project improvements would be entirely confined to the previously developed site. As previously discussed, San Tomas Aquino Creek flows from the foothills of the Sana Cruz Mountains through Santa Clara creating scenic views throughout the City. Many areas of the creek showcase a natural setting, providing scenic views. However, the portion of the creek that runs adjacent to the project site has been modified and lined with concrete, and is surrounded by industrial development. Views of San Tomas Aquino Creek in the project area are limited to trail users and nearby building occupants, but views are generally urban in nature and not considered scenic. The project would not obstruct views of the creek from the trail, or from other public viewpoints. Therefore, implementation of the project would not affect viewership of scenic resources, and the project would not impact scenic resources.

**c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

**Less than Significant.** The project would be consistent with the existing industrial character of the site. The data center would be three stories taller than the existing building but would be visually consistent within the larger urban context of contemporary office/research buildings and data centers surrounding the site and found throughout in the City. Around the project site, there are two 4-story data centers across Stender Way and a 2-story building directly to the north. **Figure 2, Figure 3a, and Figure 3b** demonstrate the proposed design of the data center, while the existing site and vicinity are shown in **Figure 1 and Figure 5 through Figure 7**. The exterior design of the data center would be similar to CoreSite's other data centers in the City including those adjacent to the project site. The project would be subject to review by the City's architectural review process, including a public hearing before the Director of Community Development, which would ensure the project conforms to the City's adopted Community Design Guidelines. The guidelines were developed to support community aesthetic values, preserve neighborhood character, and promote a sense of community and place throughout the City.

New landscaping, including trees, shrubs, and groundcover would be included along the sidewalk facing Stender Way and Central Expressway. Perimeter landscaping along Stender Way and Central Expressway would create a setback condition similar to the surrounding area. Similar to existing conditions, views of the project from the street and adjacent parcels would be broken up by trees

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<sup>3</sup> California Department of Transportation. *California Scenic Highway Mapping System*. Available: <http://www.dot.ca.gov/design/lap/livability/scenic-highways/index.html>. Accessed: October 2019.

and landscaping. The visual character of the streetscape would continue to consist of industrial buildings set back from the roadway with fencing and intermittent trees and vegetation.

Views through the site are currently obstructed by the existing buildings and trees. With implementation of the project, the building height would be increased and views through the site would be further obstructed. However, obstructed views are consistent with visibility in the project vicinity. Furthermore, there are no scenic views or sensitive viewers in the project vicinity.

Employees of the nearby businesses are likely to be the most frequent visitors to the project area and therefore would be the most affected by the aesthetic change resulting from the project. Workers driving past the project site would generally perceive it briefly and within the context of surrounding, similar buildings. Other viewers of the project include pedestrians and cyclists using the San Tomas Aquino Creek trail. However, the addition of the data center would not obstruct views of the channel from the trail, and would be consistent with the existing visual character of the area. Therefore, the project would not adversely affect viewership. There are no residential areas with views of the project site. Views from the project site of the larger surrounding area are generally obstructed by existing industrial buildings. This would not change as a result of project implementation. Therefore, the project's impact on the visual character and quality of the site and vicinity would be less than significant and no mitigation would be required.

**d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

**Less than Significant.** Under existing conditions, there is exterior lighting throughout the project site and vicinity. Existing exterior lighting is typical of industrial areas and is primarily on buildings and in parking lots for safety purposes. Nighttime light conditions are consistent with those generally found in urban environments, and include streetlights, ambient light from adjacent development, and exterior safety lighting. Project operation would require exterior safety lighting similar to the safety lighting found at nearby industrial buildings, including other CoreSite data centers. Exterior lighting would be limited to safety lighting in the parking lot, building exterior, and along pathways. Lighting would be designed and installed consistent with the City's design requirements for exterior lighting.

The exterior design of the project does not include large, continuous expanses of uninterrupted glazing which are generally associated with glare, and new major sources of glare are not anticipated. The project design includes glazing spanning from the base of the building to the roofline. However, it is non-continuous and not anticipated to result in notable glare. Additionally, the project would be subject to review by the City's architectural review process, which would ensure the project conforms to the City's adopted Community Design Guidelines. Therefore, the project would have a less-than-significant impact on day and nighttime views in the area resulting from lighting or glare and no mitigation would be required.



**View of Project Site from Northeast (Existing Conditions)**

Figure

**5**

*Source: Circlepoint, 2019*



**View of Project Site from Southeast (Existing Conditions)**

Figure

**6**

*Source: Cirdepoint, 2019*



**View of Project Site from West (Existing Conditions)**

Figure

**7**

Source: Circlepoint, 2019

## 2.2 Agriculture and Forestry Resources

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
<p><b>Would the project:</b></p> <p>a) Convert Prime Farmland, Unique Farmland, or Farmland of statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring program of the California Resources Agency, to non-agricultural use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>b) Conflict with existing zoning for agricultural use, or with a Williamson Act contract?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Result in the loss of forest land or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion

The California Department of Conservation administers the Farmland Mapping and Monitoring Program (FMMP), California’s statewide agricultural land inventory. Four classifications of farmland are considered valuable: Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance. Any conversion of land within these classifications is typically considered an environmental impact under CEQA. Other categories of land that are not protected by the Department of Conservation include Grazing Land, Urban and Built-up Land, and Other Land.

The project site is designated as Urban and Built-up Land by the FMMP.<sup>5</sup> The FMMP defines the Urban and Built-up Land category as land used for industrial and commercial purposes, golf courses, landfills, airports, sewage treatment, and water control structures.

According to California Public Resources Code (PRC) Section 12220(g), forest land is land that can support 10 percent native tree cover of any species under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.

California PRC Section 4526 defines timberland as land that is available for, and capable of, growing a crop of trees of any commercial species used to produce lumber and other forest products, including Christmas trees. Land owned by the federal government and land designated by the State Board of Forestry and Fire Protection as experimental forest land is excluded as timberland.

**a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), to non-agricultural use?**

**OR**

**b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?**

**No Impact.** The project site is developed with industrial buildings and is zoned Planned Development (PD). The project site is not designated by the California Natural Resources Agency as farmland of any type and is not the subject of a Williamson Act (a statewide agricultural land protection program) contract.<sup>5,6</sup> Additionally, no land adjacent to the project site is designated as farmland. Therefore, implementation of the project would not impact farmland and would not conflict with zoning for agricultural use or a Williamson Act contract.

**c) Would the project conflict with existing zoning for, or cause rezoning of, forest land, timberland, or a timberland production zone (as defined by Public Resources Codes 1220(g), 4526, and 51104(g) respectively?**

**No Impact.** The project site is zoned for planned development uses and does not contain forest land or other similar resources. The project site is currently developed with a light industrial building. Therefore, the project would have no impact on forest land or timberland.

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<sup>5</sup> California Department of Conservation, Division of Land Resource Protection. *Farmland Mapping & Monitoring Program*. Available: <https://maps.conservation.ca.gov/DLRP/CIFF/>. Accessed October 2019.

<sup>6</sup> County of Santa Clara, Department of Planning and Development. *Williamson Act and Open Space Easement*. Available: <https://www.sccgov.org/sites/dpd/programs/wa/pages/wa.aspx>. Accessed: October 2019.

**d) Would the project result in a loss of forest land or conversion of forest land to non-forest use?**

**No Impact.** As discussed in **question 2.2 “c”**, there is no forest land on the project site and none of the properties adjacent to the project site or in the vicinity contain forest land. Therefore, implementation of the project would not impact forest land or result in the conversion of forest land to non-forest use.

**e) Would the project involve other changes in the existing environment which, due to their location and nature, could result in the conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?**

**No Impact.** See responses to **questions 2.2 “a” through “d”** above.

## 2.3 Air Quality

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

The following discussion is based in part on an air quality assessment prepared for the project in December 2019. A copy of this report is included as **Appendix A** to this Initial Study.

### Setting

The project site is in Santa Clara County, within the San Francisco Bay Area Air Basin (SFBAAB). Ambient air quality standards have been established at both the State and Federal level for the SFBAAB. The Bay Area currently meets all ambient air quality standards with the exception of ground-level ozone (O<sub>3</sub>), respirable particulate matter (PM<sub>10</sub>) and fine particulate matter (PM<sub>2.5</sub>). High O<sub>3</sub> levels are caused by the cumulative emissions of reactive organic gases (ROG) and nitrogen oxides (NO<sub>x</sub>) and can aggravate respiratory and cardiovascular diseases, reduce lung function, and increase coughing and chest discomfort. High particulate matter levels can aggravate respiratory and cardiovascular diseases, reduce lung function, increase mortality (e.g., lung cancer), and result in reduced lung function growth in children.

Toxic air contaminants (TAC) are a broad class of compounds known to cause morbidity or mortality (usually because they cause cancer) and include, but are not limited to, the criteria air pollutants listed above. TACs are found in ambient air, especially in urban areas, and are caused by industry, agriculture, fuel combustion, and commercial operations (e.g., dry cleaners). TACs are typically found in low concentrations, even near their source (e.g., diesel particulate matter near a freeway). Because chronic exposure can result in adverse health effects, TACs are regulated at the regional, state, and Federal level.

CARB and the U.S. EPA have adopted and implemented a number of regulations and emission standards for stationary and mobile sources to reduce emissions of diesel particulate matter (DPM). These include emission standards for off-road diesel engines, including backup generators, and regulatory programs that affect medium and heavy-duty diesel trucks that represent the bulk of DPM emissions from California highways.

### **Sensitive Receptors**

CARB has identified the following persons who are most likely to be affected by air pollution: infants, children under 18, the elderly over 65, athletes, and people with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive receptors. Locations that may contain a high concentration of these sensitive population groups include residential areas, hospitals, daycare facilities, elder care facilities, elementary schools, churches and places of assembly, and parks. The closest sensitive receptors to the project site are existing residences approximately 1,400 feet northwest.

### **BAAQMD**

BAAQMD is the regional agency tasked with managing air quality in the region. At the State level, the CARB (a part of the California EPA) oversees regional air district activities and regulates air quality at the State level. The BAAQMD has published CEQA Air Quality Guidelines that are used in this analysis to evaluate air quality impacts.<sup>7</sup>

### **Santa Clara 2010-2035 General Plan**

The City's General Plan includes goals and policies to reduce exposure of sensitive populations to air pollution and TACs. The following goals, policies, and actions are applicable to the project:

#### *Air Quality Goals*

- 5.10.2-G1 Improved air quality in Santa Clara and the region.
- 5.10.2-G2 Reduced greenhouse gas (GHG) emissions that meet the State and regional goals and requirements to combat climate change.

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<sup>7</sup> Bay Area Air Quality Management District. 2017. *BAAQMD CEQA Air Quality Guidelines*. Published May 2017.

*Air Quality Policies*

- 5.10.2-P1 Support alternative transportation modes and efficient parking mechanisms to improve air quality.
- 5.10.2-P2 Encourage development patterns that reduce vehicle miles traveled and air pollution.
- 5.10.2-P3 Encourage implementation of technological advances that minimize public health hazards and reduce the generation of air pollutants.
- 5.10.2-P4 Encourage measures to reduce GHG emissions to reach 30 percent below 1990 levels by 2020.
- 5.10.2-P5 Promote regional air pollution prevention plans for local industry and businesses.
- 5.10.2-P6 Require “Best Management Practices” for construction dust abatement.

**Significance Thresholds**

In June 2010, BAAQMD adopted thresholds of significance to assist in the review of projects under CEQA. These thresholds were designed to establish the level at which BAAQMD believed air pollution emissions would cause significant environmental impacts under CEQA. The City has consistently applied the BAAQMD thresholds in its environmental documents.

The significance thresholds identified by BAAQMD and used in this analysis are summarized in **Table 2-1**. The BAAQMD’s significance thresholds are described in their latest version of their BAAQMD CEQA Air Quality Guidelines issued in May 2017.

**Table 2-1 BAAQMD Air Quality Significance Thresholds**

Criteria Air Pollutant	Construction Thresholds	Operational Thresholds	
	Average Daily Emissions (lbs./day)	Average Daily Emissions (lbs./day)	Annual Average Emissions (tons/year)
ROG	54	54	10
NO <sub>x</sub>	54	54	10
PM <sub>10</sub>	82 (Exhaust)	82	15
PM <sub>2.5</sub>	54 (Exhaust)	54	10

Source: Rincon 2019

Note: ROG = reactive organic gases, NO<sub>x</sub> = nitrogen oxides, PM<sub>10</sub> = coarse particulate matter or particulates with an aerodynamic diameter of 10 micrometers (µm) or less, PM<sub>2.5</sub> = fine particulate matter or particulates with an aerodynamic diameter of 2.5µm or less.

**a) Conflict with or obstruct implementation of the applicable air quality plan?**

**Less than Significant with Mitigation.** The project would not conflict with or obstruct implementation of the BAAQMD’s 2017 Clean Air Plan (Clean Air Plan) if it supports the primary

goals of the Clean Air Plan, includes relevant control measures, and does not interfere with implementation of Clean Air Plan control measures. The project supports the primary goals of Clean Air Plan, includes relevant control measures, and does not interfere with implementation of 2017 Clean Air Plan control measures, as described in detail below.

### **Goals of the Clean Air Plan**

BAAQMD's Clean Air Plan focuses on two goals that are intertwined: protecting public health and protecting the climate. In support of these two broad goals, the Clean Air Plan outlines more detailed goals and objectives. These include:

- Attain all state and national air quality standards
- Eliminate disparities among Bay Area communities in cancer health risk from toxic air contaminants
- Reduce Bay Area GHG emissions 40 percent below 1990 levels by 2030, and 80 percent below 1990 levels by 2050

The goals in the Clean Air Plan are implemented through emission reduction strategies, and BAAQMD permitting. These strategies were developed, in part, on regional population, housing, and employment projections prepared by the Association of Bay Area Governments (ABAG). Because data center uses are allowed under the project site's historical and proposed zoning (ML), it can be assumed that the project's use would be accounted for in the Clean Air Plan.

Consistency with the goals of the Clean Air Plan on a project level is primarily a question of consistency with the population, land use, and employment assumptions utilized in developing the Clean Air Plan, which were based on ABAG Projections. The project would not affect population as it would not include new housing or create a major source of employment. Implementation of the project would add a permitted data center use on the project site and would therefore not affect land use assumptions or vehicle miles travelled (VMT) forecasts used for Clean Air Plan projections. Consequently, development of the project would not conflict with population, land use, or VMT projections used to develop the Clean Air Plan planning projections. As such, the project supports the primary control goals of the Clean Air Plan.

The project would be subject to BAAQMD permitting. BAAQMD's permitting programs are developed to be consistent with the Clean Air Plan and to support its implementation. The project will need to obtain and remain in compliance with BAAQMD permits throughout the operational life of the data center. This would ensure project emissions are in line with the Clean Air Plan in its current form, as well as future applicable Clean Air Plans.

### **Relevant Control Measures**

The project would implement **Mitigation Measure AQ-1**, which includes basic measures to control dust and exhaust during construction. Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with grading and new construction

to a less than significant level. Therefore, the project contains measures relevant to the Clean Air Plan through implementation of **Mitigation Measure AQ-1:**

**Mitigation Measure AQ-1: Include basic measures to control dust and exhaust during construction.**

During any construction period ground disturbance, the applicant shall ensure that the project contractor implement measures to control dust and exhaust. Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with grading and new construction to a less than significant level. The contractor shall implement the following best management practices that are required of all projects:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the construction firm regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

**No Interference with Implementation of Clean Air Plan Control Measures**

The Clean Air Plan briefly describes 40 proposed stationary source measures. Eleven of the proposed measures focus primarily on reducing GHG emissions; the remainder of the stationary source

measures aim to protect public health by reducing emissions of criteria pollutants and TACs from oil refineries and other sources. Through implementation of **Mitigation Measure AQ-1** and **Mitigation Measure AQ-2** described below, the project would reduce emissions of criteria pollutants, consistent with stationary source control measures proposed in the Clean Air Plan. Therefore, the project would not interfere with implementation of Clean Air Plan control measures.

**Mitigation Measure AQ-2:** In order to reduce NO<sub>x</sub> emissions below the BAAQMD threshold, the applicant shall limit non-emergency operation (including testing and maintenance) of each backup diesel generator to no more than 18 hours per year.

This impact is considered less-than-significant with implementation of **Mitigation Measures AQ-1** and **Mitigation Measure AQ-2**.

**b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?**

**Less than Significant with Mitigation.** The Bay Area is considered a nonattainment area for ground-level O<sub>3</sub> and PM<sub>2.5</sub> under both the federal Clean Air Act and the California Clean Air Act. The area is also considered non-attainment for PM<sub>10</sub> under the California Clean Air Act, but not under the federal Act. The area has attained both State and federal ambient air quality standards for CO. As part of an effort to attain and maintain ambient air quality standards for O<sub>3</sub>, PM<sub>10</sub> and PM<sub>2.5</sub>, BAAQMD has established thresholds of significance for air pollutants. These thresholds are for O<sub>3</sub> precursor pollutants (ROG and NO<sub>x</sub>), PM<sub>10</sub> and PM<sub>2.5</sub> and apply to both construction period and operational period impacts.

Both construction and operational emissions were computed using the California Emissions Estimator Model, Version 2016.3.2 (CalEEMod). In addition, emissions from routine testing and maintenance of the backup generators were computed using emissions data published by the backup generator manufacturer and assuming maximum allowable testing conditions.

**Construction Period Emissions**

CalEEMod provided construction emissions estimates in tons per year. Average daily emissions were based on a construction start date of October 2020 and a duration of 395 days of heavy machinery usage. This represents the shortest possible construction period and therefore the highest possible average daily emissions.

This timeframe was used because emissions from heavy machinery are prorated on a daily basis; a longer construction period input into CalEEMod could show lower daily emissions. Total and average daily construction emissions are shown in **Table 2-2**. As indicated in **Table 2-2**, anticipated construction period emissions would not exceed the BAAQMD significance thresholds.

**Table 2-2 Construction Period Emissions**

Description	ROG Emissions	NO <sub>x</sub> Emissions	PM <sub>10</sub> Exhaust Emissions	PM <sub>2.5</sub> Exhaust Emissions
Total construction emissions (tons)	1.5	2.9	0.3	0.2
Average daily emissions (pounds/day) <sup>1</sup>	7.6	14.7	1.5	1.0
BAAQMD Thresholds (pounds/day) <sup>2</sup>	54	54	82	54
<b>Significant?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: Rincon, 2019

Note: ROG = reactive organic gases, NO<sub>x</sub> = nitrogen oxides, PM<sub>10</sub> = particulate matter 10 microns in diameter or less, PM<sub>2.5</sub> = particulate matter 2.5 microns or less in diameter; lbs/day = pounds per day

<sup>1</sup> Average daily emissions (lbs/day) was calculated by dividing the total emissions by the total number of days construction activity with heavy machinery would occur, with a conservative assumption that all 395 days would be consecutive.

<sup>2</sup> Note the thresholds for PM<sub>10</sub> and PM<sub>2.5</sub> apply to construction exhaust emissions only

Grading and construction activities would generate dust. The amount of dust generated would be highly variable and is dependent on the size of the area disturbed at any given time, amount of activity, soil conditions and meteorological conditions. Nearby areas could be adversely affected by dust generated during construction activities. Nearby land uses are primarily industrial and office uses that are separated by roadways or open areas, and do not include sensitive receptors. The BAAQMD CEQA Air Quality Guidelines consider these impacts to be less than significant if best management practices are employed to reduce these emissions. This impact is considered less-than-significant with implementation of **Mitigation Measures AQ-1**.

### Operational Emissions

Operational emissions were computed on an annual basis for the project with land uses input to CalEEMod as described above for the construction period modeling. The primary emission sources associated with operation of the project would be from engine operation during testing or maintenance of the 16 3,500-kW backup generators. There would also be emissions from traffic and area sources. Emissions from these sources are detailed in **Table 2-3**.

The generators would be housed in individual enclosures located in the generator yard adjacent to the southern wall of the data center. The 16 generators would have a combined diesel fuel storage capacity of 61,696 gallons. Due to the low volatility of diesel fuel there would be minor evaporative emissions of ROG. Operation of the substation would result in negligible daily operational emissions.<sup>8</sup>

The project would include 16 backup generators on-site, which would be operated in the event of a utility failure. The generators would have maintenance testing performed throughout the year. To

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<sup>8</sup> Operational emissions from the substation were assumed to be less than one pound per day of each criteria air pollutant and no modeling was conducted.

account for criteria pollutant emissions generated during maintenance testing activities, it was assumed that each backup generator would be operated for up to 50 hours per year, the maximum allowed operational time under BAAQMD stationary source permits. Average daily emissions were calculated based on BAAQMD guidance. However, criteria pollutant emissions were not calculated for emergency use scenarios such as a power failure, as BAAQMD stationary source permitting exempts emergency use.

To assess the project’s net increase in criteria pollutant emissions on the project site, the emissions produced under existing baseline conditions were subtracted from the total project operational emissions as shown in **Table 2-3**.

**Table 2-3 Net Project Operational Emissions (Project Minus Baseline)**

<b>Emission Source</b>	<b>ROG (tpy/ (lbs/day)</b>	<b>NO<sub>x</sub> (tpy/ (lbs/day)</b>	<b>PM<sub>10</sub> (tpy/ (lbs/day)</b>	<b>PM<sub>2.5</sub> (tpy/ (lbs/day)</b>
<i>BAAQMD Threshold</i>	10 (54)	10 (54)	15 (82)	10 (54)
Project Operational Emissions	1.3 (7.2)	27.6 (151.1)	<0.1 (0.3)	<0.1 (0.2)
Existing Baseline Conditions	0.3 (1.8)	0.5 (2.6)	0.3 (1.7)	0.1 (0.5)
<b>Net Project Emissions</b>	<b>1.0 (5.4)</b>	<b>27.1 (148.5)</b>	<b>-0.3 (-1.4)</b>	<b>-0.1 (-0.3)</b>
<b>Significant?</b>	<b>No</b>	<b>Yes</b>	<b>No</b>	<b>No</b>

Source: Rincon, 2019

tpy = tons per year; lbs/day = pounds per day; ROG = reactive organic gases, NO<sub>x</sub> = nitrogen oxides, PM<sub>10</sub> = particulate matter 10 microns in diameter or less, PM<sub>2.5</sub> = particulate matter 2.5 microns or less in diameter

Note: Averages assume the project would operate 365 days per year. The first number in each cell is the annual emissions (tpy), and the second number is the daily emissions (lb/day).

**Table 2-3** shows that combined emissions from project operation would exceed BAAQMD operational emissions thresholds for NO<sub>x</sub>. No other criteria pollutant threshold would be exceeded. The exceedance of the NO<sub>x</sub> annual and daily thresholds is associated with the operation of the diesel generators on site, which would require issuance of a permit from BAAQMD to operate. Operation of the 16 diesel generators 50 hours per year would result in approximately 27 tons of NO<sub>x</sub> emissions annually. **Mitigation Measure AQ-2**, as described above, would be required to reduce annual and average daily NO<sub>x</sub> emissions from the stationary sources on-site during operation to a less-than-significant level. This mitigation measure requires that generator testing and maintenance w be kept to no more than 18 hours per year per generator.

As shown in **Table 2-4**, with implementation of **Mitigation Measure AQ-2**, emissions from project operation would not exceed BAAQMD operation emissions thresholds for all criteria pollutants. This reduction is achieved by limiting the non-emergency operational hours of each generator to no more than 18 hours per year. Therefore, implementation of **Mitigation Measure AQ-2** would reduce this impact to a less-than-significant level.

**Table 2-4 Project Net Operational Emissions after Mitigation (18 Hours Per Year)**

<b>Emission Source</b>	<b>ROG (tpy/ (lbs/day))</b>	<b>NO<sub>x</sub> (tpy/ (lbs/day))</b>	<b>PM<sub>10</sub> (tpy/ (lbs/day))</b>	<b>PM<sub>2.5</sub> (tpy/ (lbs/day))</b>
<i>BAAQMD Threshold</i>	10 (54)	10 (54)	15 (82)	10 (54)
Net Annual Emissions <sup>1</sup>	0.9 (4.6)	9.3 (53.2)	-0.29 (-1.6)	-0.09 (-0.4)
<b>Significant?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: Rincon 2019

tpy = tons per year; lbs/day = pounds per day; ROG = reactive organic gases, NO<sub>x</sub> = nitrogen oxides, PM<sub>10</sub> = particulate matter 10 microns in diameter or less, PM<sub>2.5</sub> = particulate matter 2.5 microns or less in diameter

<sup>1</sup> Net annual emissions include project emissions (land use and stationary sources) minus existing baseline conditions emissions.

**c) Expose sensitive receptors to substantial pollutant concentrations?**

**Less than Significant.** As discussed above, certain groups of people are more affected by air pollution than others. These groups are considered to be sensitive receptors. Locations that may contain sensitive receptors include residential areas, hospitals, daycare facilities, elementary schools and parks. The closest sensitive receptors to the project site are existing residences located approximately 1,400 feet northwest of the project site.

The project would be a source of air pollutant emissions during construction and operation, with the main source being backup generator testing and maintenance. The diesel-fueled generators emit diesel particulate matter (DPM), which is a TAC. The generators are also a source of PM<sub>2.5</sub>, which has known adverse health effects.

Potential health impacts from generator testing and maintenance during project operation were evaluated using air quality dispersion modeling and applying BAAQMD-recommended health impact calculation methods. DPM concentrations and potential cancer risks from operation of the generators were evaluated at existing residences in the vicinity of the data center site. The maximum average annual off-site DPM concentrations were used to calculate potential increased cancer risks from the project. Average annual DPM concentrations were used as being representative of long-term (30-year) exposures for calculation of cancer risks.

The maximum modeled annual DPM and PM<sub>2.5</sub> concentration from operation of the generators at the data center was 0.009 µg/m<sup>3</sup> at sensitive receptors northwest of the project site. Concentrations at all other existing residential locations would be lower than the maximum concentration.

Based on the maximum modeled DPM concentrations that assume operation for 50 hours per year per generator, maximum increased cancer risks and non-cancer health impacts were calculated using BAAQMD recommended methods. The maximum increased cancer risk would be 6.8 in one million and the maximum hazard index would be less than 0.01 from operation of the backup generators and would be below the BAAQMD significance thresholds. Therefore, this impact would be less than significant. No mitigation is required.

Table 2-5 summarizes the results associated with operation of the generators equipped with a diesel particulate filter for 50 hours at the nearest sensitive receptor.

**Table 2-5 Health Risks from Generator Operation (50 Hours Per Year at 1,400 Feet)**

Scenario	Excess Cancer Risk (per million)	Chronic Health Risk <sup>1</sup>	PM <sub>2.5</sub> µg/m <sup>3</sup> annual average
Maximum Exposed Individual	6.8	0.0018	0.009
BAAQMD Significance Threshold	>10	>1	>0.3
Threshold Exceeded?	No	No	No

PM<sub>2.5</sub> = particulate matter less than 2.5 microns in size; µg/m<sup>3</sup> = micrograms per cubic meter;

1 Noncancer health impacts are determined by dividing the airborne concentration at the receptor by the appropriate Reference Exposure Level (REL) for that substance. A REL is defined as the concentration at which no adverse noncancer health effects are anticipated. Because noncancer health impacts are assessed as the ratio of airborne concentration versus the REL, the resulting hazard index is unitless.

2 There is no acute reference exposure level for diesel exhaust to calculate acute health risk. Furthermore, except for unusual circumstances of high exposure, Office of Environmental Health Hazard Assessment does not recommend acute analysis for DPM.

Additionally, project operation would generate up to 248 vehicle trips per day, which would be approximately 20 fewer vehicle trips per day than existing conditions. The project would have no impact on affected intersections and would be consistent with the County Congestion Management Program. As a result, the project would not result in individually or cumulatively significant impacts from CO emissions and would have a less than significant impact on local CO concentrations.

**d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?**

**Less than Significant.** During construction activities, only short-term, temporary odors from vehicle exhaust and construction equipment engines would occur. Construction-related odors would disperse and would not cause substantial odors near the project site. The nearest sensitive receptors are located 1,400 feet northwest of the project site. In addition, construction-related odors would be temporary and would cease upon completion of construction.

Once operational, the data center itself is not expected to produce any offensive odors that would result in odor complaints, based on BAAQMD’s guidelines for odor-generating uses and activities. Therefore, the impact would be less than significant. No mitigation is required.

## 2.4 Biological Resources

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special status species in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse impact on state or federally protected wetlands (including but not limited to: marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with an established resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## ***Discussion***

The project site is surrounded by industrial buildings, office development, and surface parking lots within the larger urban context of the City. Most of the project site is paved with the exception of a landscaped area along Stender Way and Central Expressway featuring a small lawn, shrubbery, and multiple coast redwoods and Canary Island pines. The project site is separated from adjacent parcels by San Tomas Aquino Creek Trail and San Tomas Aquino Creek to the east, Central Expressway to the south, Stender Way to the west, and a strip of trees and shrubbery to the north.

Construction of the data center and parking lot would require removal of 39 trees on site, none of which are protected under the City's Heritage Tree Inventory in the General Plan. For further information regarding tree removal, see the discussion under **question 2.4 "e"** below. There are no natural areas on the site; all vegetation consists of ornamental landscaping installed and maintained by the current owner of the property. The site does not contain watercourses or any bodies of water. The closest open space to the project site is Bracher Park, a green space with children's play equipment and picnic tables located approximately located 0.5 mile southwest. The park is separated from the project site by intervening urban development, major roadways, and Caltrain tracks.

Due to the relatively low amounts of vegetation on site and the urban context, the possibility of wildlife habitat is considered to be unlikely. Generally, wildlife habitats in developed urban areas such as the project site are low in species diversity. Species that may use the project site would be predominantly urban adapted birds, such as rock doves, mourning doves, mockingbirds, house sparrows, and finches. Raptors (birds of prey) and other urban birds could use trees on the project site for nesting or as a roost. Raptors and other migratory birds are protected by the Federal Migratory Bird Treaty Act (MBTA) (16 U.S.C. Section 703, et seq.).

There is no adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plans in effect that include the project site.<sup>9</sup>

**a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?**

**Less than Significant with Mitigation.** Due to the highly developed nature of the project site and surrounding area and lack of suitable habitat for special-status species, no special-status plant or animal species are expected to occur within the project site.

Adjacent to the project site is San Tomas Aquino Creek, one of the three major waterways in the City. San Tomas Aquino Creek has been modified for flood control, bank stabilization, and sediment reduction purposes and as a result, is lined with concrete for most of the length of the project site

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<sup>9</sup> Santa Clara Valley, 2018. *Habitat Agency Browser*. Available: <http://www.hcpmaps.com/habitat/>. Accessed: February 2020.

and immediate vicinity. As a result of the concrete channeling within the project area, the creek also shows little to no signs of riparian plant or animal species.

It is not anticipated that implementation of the project would indirectly or directly impact the creek. The creek is outside of the project site and would not be modified or otherwise affected by project construction or operation. Construction of the project could temporarily increase the risk of pollution into nearby waterways if stormwater runoff conveys sediment or other substances into the creek. For more information on nearby waterways and measures to control water quality during construction, please refer to **Section 2.10, Hydrology and Water Quality**.

Despite the lack of riparian habitat, it is possible that on-site trees could provide nesting habitat for migratory birds. The MBTA protects active nests, adults, eggs, and young of most species of birds. The project would require removal of 39 trees from the project site, and therefore may have a potential impact on nesting birds. If nesting birds are present within or adjacent to the project site during construction, construction activities could result in the abandonment of active nests or direct mortality to birds. However, **Mitigation Measure BIO-1** would be implemented prior to and during construction activities for the purpose of minimizing risks to migratory birds such as disturbance and other direct and indirect impacts from construction.

**Mitigation Measure BIO-1:** In order to reduce impacts to biological systems and communities, the following measures shall be implemented:

- Schedule tree removal activities between September 1 and January 31 (inclusive) to avoid the nesting season (including for raptors) and no construction surveys will be required.
- If tree removal will take place between February 1 and August 31, pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed.
- Surveys will be completed no more than seven days prior to the initiation of site clearing or construction activities. During this survey, the ornithologist will inspect all trees and other potential nesting habitats (e.g., shrubs) in and immediately adjacent to the construction area for nests.
- If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist will determine the extent of a disturbance-free buffer zone to be established around the nest (typically 250 feet for raptors and 50-100 feet for other species). This will ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation.
- A report indicating the result of the survey and any designated buffer zones shall be submitted to the satisfaction of the Planning Department prior to the start of construction.

With implementation of **Mitigation Measure BIO-1**, nesting birds would be protected from disturbance and other direct and indirect impacts from construction. Therefore, project impacts would be less than significant with mitigation.

**b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?**

**Less than Significant.** The project site is developed with a single-story industrial building, asphalt, and surface parking areas. The site is surrounded by industrial development with limited cover and foraging habitat for wildlife. The closest natural area to the project is San Tomas Aquino Creek, east adjacent to the project site. San Tomas Aquino Creek originates in the forested foothills of the Santa Cruz Mountains and flows approximately 17 miles in a northern direction through the center of the City, discharging into the Guadalupe Slough at the northwestern corner of the City, which flows to the lower South San Francisco Bay.

According to the City's General Plan Environmental Impact Assessment, San Tomas Aquino Creek has no identified biological uses and has been documented to contain notable amounts of trash from illegal dumping and urban runoff/storm sewers. The creek contains little to no riparian habitat and does not appear to be populated with aquatic or riparian species. Additionally, San Tomas Aquino Creek has undergone bank stabilization and sediment reduction activities to help increase flood protection throughout the portion adjacent to the project site and beyond.

The project site and San Tomas Aquino Creek are separated by minimal landscaping, a pedestrian/bike path, and two chain-link fences. Development at the project site would not reasonably be anticipated to directly or indirectly impact any sensitive communities at the Creek. For more information regarding San Tomas Aquino Creek, see **Threshold (a)** above. There are no sensitive natural communities within the project site. Therefore, the project would have a less-than-significant impact on any riparian habitat or other sensitive natural community as identified at the local, state, or federal level. No mitigation is required.

**c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

**No Impact.** The project site is paved and developed with industrial uses. San Tomas Aquino Creek is the closest aquatic feature, but the channel has been modified and lined with concrete from the Smith Creek confluence in the upper reaches downstream to Highway 101. According to the General Plan EIR, the creek has no identified biological purpose. There are no watercourses, seasonal wetlands, or other potential waters of the US on the project site, and the project would not result in direct removal, filling, hydrological interruption, or other indirect impacts to jurisdictional wetlands. Therefore, no impact to federally protected wetlands would occur.

- d) **Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, impede the use of native wildlife nursery sites?**

**Less than Significant with Mitigation.** The project site is currently developed and is surrounded by industrial and office development, which preclude major wildlife movement. The project site is located in close proximity to heavily traveled roadways including US-101, San Tomas Expressway, and Central Expressway. Existing opportunities for wildlife movement on site and within the project vicinity are profoundly constrained by heavily traveled roadways and the lack of continuous or connected natural areas.

Migratory birds may nest in trees located within the boundaries of the project site. However, as the project would replace removed trees at a minimum 1:1 ratio on-site, with additional trees provided offsite to achieve a total replacement ratio of 2:1, using 36-inch box sizes (39 trees removed and 78 new trees planted), nesting birds would not be permanently displaced. With implementation of **Mitigation Measure BIO-1**, nesting birds would be protected from disturbance and other direct and indirect impacts from construction. Thus, with mitigation the project would result in a less-than-significant impact on the migratory movement of wildlife species.

- e) **Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

**Less than Significant.** The provision of landscaping and trees in the community is addressed in both the City's General Plan and the City Code. General Plan Policy 5.10.1-P4 states the City will protect all healthy cedars, redwoods, oaks, olives, bay laurel and pepper trees of any size, and all other healthy trees over 36 inches in circumference measured from 48 inches above-grade on private and public property as well as in the public right-of-way. General Plan Policy 5.3.1-P10 calls for new development to provide street trees and a minimum 2:1 on- or off-site replacement of trees removed as part of a development proposal.

Thirty-nine trees are present on the property and nine trees located on neighboring properties are located near property lines. An additional five stumps are present on the property. Of the thirty-nine trees on the project site, twenty are coast redwoods, six are Canary Island pine, six are London planes, and eleven comprise other species. All 39 would be removed as a part of the project. Per City requirements, trees with a circumference of 36 inches or greater require a permit for removal. Twenty-eight of the trees proposed for removal would require a permit prior to removal. Additionally, as required by the General Plan, trees on site would be replaced at a minimum 1:1 ratio on-site, with additional trees provided offsite to achieve a total replacement ratio of 2:1, while using a 36 inch or larger box size after construction. Therefore, implementation of the project would not conflict with policies or ordinances for biological resources including tree protection, and the impact would be less than significant. No mitigation is required.

**f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

**No Impact.** No habitat conservation plan or natural community conservation plans have been adopted that include the project site. The Santa Clara Valley HCP/NCCP encompasses 519,506 acres located in Santa Clara County and was adopted in 2013 by all local participating agencies. The HCP/NCCP expanded boundaries include land just north of the US-101, roughly 0.5 miles north of the project site. The project site and immediate vicinity are not located within the boundaries of the Santa Clara Valley HCP/NCCP study area and the City is not a member jurisdiction of the Habitat Plan.<sup>10</sup> Therefore, the project is not subject to the obligations imposed upon member agencies and implementation of the project would not conflict with the plan, and no impact would occur.

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<sup>10</sup> Santa Clara Valley Habitat Agency. Santa Clara Valley Habitat Plan, Chapter 3: Physical and Biological Resources. Available: <http://scv-habitatagency.org/DocumentCenter/Home/View/125>. Accessed: December, 2019.

## 2.5 Cultural Resources

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource, pursuant to Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### *Discussion*

A records search of the California Historical Resources Information System (CHRIS) was completed for the project site, dated January 7, 2020 and is included as **Appendix B** to this Initial Study. No previous cultural resources studies were found for the project area, nor were there previously recorded archaeological resources. No previously recorded buildings or structures within or adjacent to the project site were found. Additionally, a Native American Heritage Commission (NAHC) Sacred Lands File search was completed on December 12, 2019, which found there are no documented tribal cultural resources in the project area.

A review of the City’s General Plan determined that the project site is not listed as an architecturally or historically significant property. The project site is not located within a historic district nor is it located near any architecturally significant or historic sites. The nearest architecturally significant and historic site as designated within the City’s General Plan is located 1.6 miles northeast at Agnew Village.

The project site is currently developed with one single-story building, asphalt, and surface parking areas. The existing building on the project site was constructed in 1974. Since its original construction, the building has undergone renovation and modernization which is evident from the building exterior (see **Figure 5** through **Figure 7**). Because the building on-site is more than 45 years old, the structure meets the minimum age criteria for California Register of Historic Places (CRHP) and National Register of

Historic Places (NRHP) eligibility evaluation.<sup>11</sup> However, based on the conditions of the site and surrounding area, and the conclusion of evaluations for similar structures nearby, it is not anticipated that the project site is eligible for the CRHP or NRHP.

**a) Would the project cause a substantial adverse change in the significance of an historic resource pursuant to Section 15064.5?**

**Less than Significant Impact.** The CEQA Guidelines recognize that a significant historic resource is defined as being:

1. Associated with events that have made a significant contribution to the broad patterns of California’s history and cultural heritage;
2. Associated with the lives of persons important in our past;
3. Exemplary of the distinctive characteristics of a type, period, region, or method of construction, or representative of the work of an important creative individual, or possesses high artistic values; or,
4. Likely to yield information important in prehistory or history (State CEQA Guidelines Section 15064.5(a)(3)).

As described above, the CHRIS search completed for the project site concluded that there are no previously documented historic resources on or adjacent to the project site. Per the City’s General Plan, the project site is not a historic resource, nor is it located near any historic resources. The nearest architecturally significant and historic site designated by the City is located 1.6 miles northeast of the project site at Agnew Village. Because there are no historic resources located near the project site, implementation of the project would not affect surrounding historic resources.

The existing building on-site is more than 45 years old, which meets the minimum age criteria for CRHP and NRHP eligibility evaluation. However, based on the results of the CHRIS search, review of the City’s Historic Preservation and Resource Inventory from the General Plan, informal review of the building’s architectural characteristics, as well as consideration of the existing project site’s highly developed and industrial surrounding uses, the City does not identify the existing building as a CRHP-eligible historic resource. The existing building does not appear to be eligible under the City’s “Criteria for Local Significance” because it is not culturally, historically, or architecturally significant. Therefore, no historic resources are present on site and no impact to historic resources would occur.

**b) Would the project cause a substantial adverse change in the significance of an archaeological resource as defined in Public Resources Code section 15064.5?**

**Less than Significant with Mitigation.** The project site has previously been disturbed for construction of the existing building and parking lot. Construction of the project would require excavation for grading, utility trenching, and building foundations. The depth of such excavations

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<sup>11</sup> Per the CEQA Statute and Guidelines, historical resources include properties listed in or formally determined eligible for listing in any local, state or federal register. All properties formally determined eligible for the NRHP are thereby listed in the California Register and are historical resources pursuant to CEQA.

would be an average of 5 feet<sup>12</sup>. Although archeological resources have not been previously reported at the site, the CHRIS records search concluded that the project site has a moderately low potential of identifying historic-period and a moderate potential of identifying Native American archaeological resources. Additionally, previous development of the site has disturbed the upper layers of soil, significantly reducing the potential for subsurface cultural resources. However, if archeological resources are uncovered during subsurface disturbance activities, **Mitigation Measure CUL-1** would be implemented to reduce potential impacts to a less-than-significant level.

**Mitigation Measure CUL-1:** In the event archaeological resources are encountered during construction, work shall be halted within 100 feet of the discovered materials and workers shall avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations.

If an archaeological resource is encountered in any stage of development, a qualified archaeologist will be consulted to determine whether the resources qualify as historical resources or unique archaeological resources. In the event that the encountered resources qualify, the archaeologist will prepare a research design and archaeological data recovery plan to be implemented prior to resuming construction at the affected area. The archaeologist shall also prepare a written report of the finding, file it with the appropriate agency, and arrange for curation of recovered materials.

With implementation of **Mitigation Measure CUL-1**, potential subsurface cultural resources would be protected from disturbance and other direct and indirect impacts from construction. Therefore, project impacts would be less than significant with mitigation.

**c) Would the project disturb any human remains, including those interred outside of formal cemeteries?**

**Less than Significant with Mitigation.** As previously discussed, the project site is currently developed and no known cultural resources are located at the project site. Although unlikely, it is possible that unmarked burials may be unearthed during project construction. In the event that human remains are discovered during construction, the project applicant would comply with the California Health and Safety Code Section 7050.5 regarding human remains, and the California Public Resources Code Section 5097.98 regarding the treatment of Native American human remains. In addition, **Mitigation Measure CUL-2** would be implemented to reduce potential impacts to a less-than-significant level.

**Mitigation Measure CUL-2:** In the event that human remains are discovered during project construction, all activity within a 50-foot radius of the site shall be halted. The Santa Clara County Coroner would be notified and would make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If

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<sup>12</sup> Cornerstone Earth Group. 2019. *Geotechnical Investigation for 2905- 2909 Stender Way Data Center*.

the remains are determined to be Native American, the Coroner will notify the NAHC immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.

With implementation of **Mitigation Measure CUL-2**, potential disturbance of human remains would be protected from direct and indirect impacts from construction. Therefore, project impacts would be less than significant with mitigation.

## 2.6 Energy

	Significant Impact	Less than Significant with Mitigation	Less-than-Significant Impact	No Impact
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Would the project:

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?
- b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

California is one of the lowest per capita energy users in the United States, ranked 48th in the nation, due to its energy efficiency programs and mild climate. California consumed 281,180 gigawatt-hours (GWh) of electricity and 12,638 million therms of natural gas in 2018 (California Energy Commission [CEC] 2019a). Most of California’s electricity is generated in-state with approximately 30 percent imported from the northwest and southwest in 2017. In addition, approximately 30 percent of California’s electricity supply comes from renewable energy sources, such as wind, solar photovoltaic, geothermal, and biomass (CEC 2018a).

To reduce statewide vehicle emissions, California requires that all motorists use California Reformulated Gasoline, which is sourced almost exclusively from in-state refineries. Gasoline is the most used transportation fuel in California and is used by light-duty cars, pickup trucks, and sport utility vehicles. Diesel is the second most-used fuel in California and is used primarily by heavy duty-trucks, delivery vehicles, buses, trains, ships, boats and barges, farm equipment, and heavy-duty construction and military vehicles. Both gasoline and diesel are primarily petroleum-based, and their consumption releases greenhouse gas (GHG) emissions, including CO<sub>2</sub> and N<sub>2</sub>O.

Data centers are a highly energy-intensive land use that consumes approximately two percent of total electricity usage in the U.S. due to the substantial amount of energy required to power computer servers and operate the associated cooling/chilling equipment to prevent servers from overheating. On average, data centers consume approximately 10 to 50 times more energy per square foot than typical commercial office buildings.<sup>13</sup> As a result, energy efficiency is often a key concern in the design and

<sup>13</sup> United States Department of Energy 2019

operation of data centers. Information presented below draws from the project-specific Energy Study provided by Rincon Consultants in December 2019 (refer to **Appendix C**).

**a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

**Construction**

**Less than Significant.** Project construction would require energy resources primarily in the form of fuel consumption to operate heavy equipment, light-duty vehicles, machinery, and generators. Temporary power may also be provided for construction trailers and electric construction equipment.

Electrical power would be required to construct the project and would be supplied from existing electrical infrastructure in the area. Santa Clara County consumed approximately 16,668-GWh in 2018 which was approximately 20 percent of the combined electricity consumption by Pacific Gas & Electric and SVP (the two major electricity providers in Santa Clara County) and approximately 5.9 percent of statewide electricity consumption. Construction activities would require minimal electricity consumption and would not be expected to have any adverse impact on available electricity supplies or infrastructure. Therefore, energy consumption from project construction would be not be substantial to the overall consumption of electricity in Santa Clara County or California.

In addition, per applicable regulatory requirements such as 2019 CALGreen, the project would comply with construction waste management practices to divert a minimum of 65 percent of construction and demolition debris. These practices would result in efficient use of energy necessary to construct the project.

Project construction would require approximately 13,904 gallons of gasoline and 43,547 gallons of diesel fuel, respectively. Energy use during construction would be temporary in nature, and construction equipment used would be typical of similar-sized construction projects in the region. In addition, construction contractors would be required to comply with the provisions of California Code of Regulations Title 13 Sections 2449 and 2485, which prohibit diesel-fueled commercial motor vehicles and off-road diesel vehicles from idling for more than five minutes and would minimize unnecessary fuel consumption. Construction equipment would be subject to the U.S. EPA Construction Equipment Fuel Efficiency Standard (i.e. Tier 4 efficiency requirements, discussed in detail in Section 2.3, Air Quality), which would also minimize inefficient, wasteful, or unnecessary fuel consumption. Therefore, project construction would not result in potentially significant environmental effects due to the wasteful, inefficient, or unnecessary consumption of energy.

**Operation**

Energy demand from project operation would include electricity consumed by computer servers, coolers/chillers, and general building operation as well as gasoline consumed by employee vehicle trips and diesel fuel intermittently consumed by backup generators and diesel delivery tank trucks.

Day-to-day project operation would consume electricity, water, gasoline and diesel fuel. Electricity would be provided by SVP, which would serve the project through a proposed substation on-site. SVP has a renewable energy procurement portfolio of 38 percent, which would reduce the amount of nonrenewable fuels consumed to supply electricity to the project site. At peak operating capacity, the power usage effectiveness (PUE) for the project would be 1.37; however, the average annualized PUE for the project would be expected to be lower and the project has a targeted PUE of 1.35. A PUE between 1.2 and 1.5 is considered “very efficient.” Therefore, under both peak and average conditions, the project would operate at a “very efficient” level. As such, project operations would not result in the wasteful, inefficient, or unnecessary consumption of electricity.

The primary source of water consumption associated with the project would be cooler/chiller systems used to keep servers and other electrical equipment at the data center cool. According to the CalEEMod output files and project-specific water consumption detailed in the Air Quality and Greenhouse Gas Study, (**Appendix A**), the project would require approximately 5.9 million gallons of water per year. This would indirectly require the use of 32-MWh per year of electricity to treatment and transport water to and from the project site. The project would incorporate high-efficiency plumbing fixtures in accordance with the latest Title 24 requirements, which would reduce the potential for inefficient or wasteful consumption of energy related to water and wastewater. Furthermore, cooling equipment would include air-cooled chillers that only require a one-time fill of water for operation, which would further reduce wasteful and unnecessary water consumption as compared to traditional evaporative cooling systems. Compared to existing conditions, the project would result in an overall decrease in electricity consumption related to water; the existing building is estimated to generate 67.57 MWh of electrical consumption to convey water annually, while the project would consume only 31.92 MWh.

The project would result in the consumption of gasoline and diesel fuels by employee vehicle trips and diesel delivery trucks. The project would employ approximately 18 full-time employees per day (8 during the day and 5 per shift during the evening and overnight shifts) who would travel to and from the project site on a daily basis. In addition, project operation would also require periodic trips by service technicians and suppliers. Based on anticipated vehicle miles traveled and the anticipated fleet mix in the CalEEMod output, operational vehicle trips would consume approximately 1,608 gallons of gasoline and approximately 355 gallons of diesel fuel annually.

Because use of the backup generators would be limited to routine maintenance and extended power outages, deliveries to re-supply diesel fuel stored on-site would be infrequent and only on an as-needed basis. According to CalEEMod calculations, the existing light industrial building on the project site generates substantially greater vehicle miles traveled and indirectly requires the consumption of approximately 36,527 gallons of gasoline and 8,072 gallons of diesel fuel annually.<sup>14</sup> Consequently, the project would be expected to result in a net decrease in operational fuel consumption associated with

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<sup>14</sup> Air Quality and Greenhouse Gas Study, Rincon 2019.

vehicle trips. Therefore, fuel consumption by employee and delivery vehicle trips would not be wasteful, inefficient, or unnecessary.

The project would include 16 backup generators, at least two of which would be redundant. In the event of a power outage, the project would rely on these backup generators to provide electricity. Testing and maintenance of the generators would occur no more than 50 hours annually, per BAAQMD's standard permit conditions which would be included in the Authority to Construct. Assuming that approximately 241 gallons of diesel fuel are required per hour to test generators at full load, backup generator testing would require approximately 12,050 gallons of diesel fuel per generator for a total of approximately 192,800 gallons annually. Based on information provided by the applicant, generators would not be expected to operate at full load for all maintenance and testing activities. Maintenance and emergency use of the backup generators would not result in the wasteful, inefficient, or unnecessary consumption of energy because routine maintenance would be conducted periodically based on the minimum requirements to ensure reliability and emergency operation would only occur during infrequent extended power outage events.

With the support of project design features that would maximize energy efficiency and conservation, overall project operation would not result in the wasteful, inefficient, or unnecessary consumption of energy resources. Therefore, the projects impact on energy consumption would be less than significant.

**b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**

**Less than Significant.** Senate Bill 100 mandates 100 percent clean electricity for California by 2045. Because the project would be powered by the existing electricity grid, the project would eventually be powered by renewable energy and would not conflict with this statewide plan. Furthermore, the project would comply with all applicable Title 24 requirements pertaining to energy efficiency and renewable energy.

As shown below in **Table 2-6**, the City's General Plan and Climate Action Plan include several goals and policies related to renewable energy and energy efficiency. The project is consistent with these goals and policies. Therefore, the project would be consistent with renewable energy and energy efficiency plans. This impact would be less than significant.

**Table 2-6 Project Consistency with General Plan Sustainability Policies**

General Plan	Project Consistency
<b>Renewable Resource Policies</b>	
5.10.3-P1: Promote the use of renewable energy resources, conservation and recycling programs.	<b>Consistent.</b> The project would source its electricity from SVP, which has a renewable energy procurement portfolio of 38 percent renewable resources. SVP is subject to the provisions of SB 100, which requires utility providers to increase their renewable energy procurement portfolios to 60 percent by 2030 and 100 percent by 2045. Therefore, the project would be consistent with Policy 5.10.3-P1.
<b>Energy Policies</b>	
Policy 5.10.3-P4: Encourage new development to incorporate sustainable building design, site planning and construction, including encouraging solar opportunities.	<b>Consistent.</b> The proposed building would be required to meet 2019 Title 24 standards, thereby increasing the energy conservation achieved by building design. Under the 2019 Building Energy Efficiency Standards, nonresidential buildings will be 30 percent more energy efficient compared to those constructed under the 2016 Standards. The project would also be required to comply with the requirements of 2019 CALGreen, which mandate a minimum diversion rate of 65 percent for construction and demolition waste. The project would be anticipated to result in a net decrease in water and transportation-related gasoline/diesel fuel consumption relative to existing conditions. Therefore, the project would be consistent with Policy 5.10.3-P4, Policy 5.10.3-P5, and Policy 5.10.3-P6.
Policy 5.10.3-P5: Reduce energy consumption through sustainable construction practices, materials and recycling.	
Policy 5.10.3-P6: Promote sustainable buildings and land planning for all new development, including programs that reduce energy and water consumption in new development.	
<b>Santa Clara Climate Action Plan</b>	
Policy 2.3. Encourage new data centers with an average rack power rating of 15 kW or more to identify and implement cost-effective and energy-efficient practices.	<b>Consistent.</b> Based on data provided by the project applicant and similar data center designs, the project would have an average rack power rating of 5 to 6.5 kW. As discussed under (a), the project would have a targeted power usage effectiveness (PUE) of 1.35, which falls into the “very efficient” range. Therefore, the project would be consistent with Policy 2.3.

Source: Rincon 2019

## 2.7 Geology and Soils

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects including the risk of loss, injury or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2019), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## ***Discussion***

The project site is in the Santa Clara Valley, a relatively flat alluvial basin, bounded by the Santa Cruz Mountains to the southwest and west, the Diablo Mountain Range to the east, and the San Francisco Bay to the north. A project-specific geotechnical investigation was completed for the project site in March 2019, and the report is included as **Appendix D** to this Initial Study.

No known active or potentially active faults cross the project site, and the project site is not within an Earthquake Fault Zone as delineated by the Alquist-Priolo Earthquake Fault Zoning Act. However, the project site is located within a state-designated Liquefaction Hazard Zone as well as a Santa Clara County Liquefaction Hazard Zone.<sup>15</sup> While the project is not within an Earthquake Fault Zone, the San Francisco Bay Area region has several known seismically active faults, making the area subject to strong ground shaking in the event of an earthquake.

**a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**

**i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map issued by the state geologist for the area or based on other substantial evidence of a known fault?**

**Less than Significant.** The closest faults to the project site are the San Jose fault (located approximately 1.6 miles away), Silver Creek fault (2.8 miles away), Stanford fault (2.9 miles away), and the Hayward fault (8.25 miles away). The site is not within a currently established State of California Earthquake Fault Zone or Santa Clara County Geologic Hazard Zone for surface fault rupture hazards. No active or potentially-active faults are known to pass directly beneath the site. Therefore, the potential for surface rupture due to faulting occurring beneath the site during the design life of project is low. Due to the distances of faults from the project site, and the absence of known faults within or near the project site, implementation of the project would not expose people or buildings to known risks of fault rupture. Given this, the impact would be less than significant with implementation of the project. No mitigation is required.

**ii. Strong seismic ground shaking?**

**Less than Significant.** Earthquakes along several nearby active faults in the region could cause moderate to strong ground shaking at the project site. The intensity of the earthquake ground motions and the damage done by shaking would depend on the characteristics of the generating fault, distance to the fault and rupture zone, earthquake magnitude, earthquake duration, and site-specific geologic conditions. Given that the entire San Francisco Bay Area region is subject to strong seismic ground shaking during a large earthquake event, the project would not expose people or structures to any greater risks involving seismic ground shaking than would other development

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<sup>15</sup> California Geological Survey. 2002. Earthquake Zones of Required Investigation, San Jose West Quadrangle. Available: [http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/SAN\\_JOSE\\_WEST\\_EZRIM.pdf](http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/SAN_JOSE_WEST_EZRIM.pdf). Accessed: December 2019.

located in the region. While the potential for seismic ground shaking cannot be eliminated, the building would be constructed to comply with the 2019 California Building Code (CBC) and other applicable standards and practices for earthquake resistant construction. Compliance with these standards and practices reduce the risks associated with strong seismic ground shaking at the project site. Therefore, impacts related to seismic ground shaking would be less than significant. No mitigation is required.

**iii. Seismic-related ground failure, including liquefaction?**

**Less than Significant with Mitigation.** Soil liquefaction is a condition where saturated granular soils near the ground surface undergo a significant loss of strength during seismic events. Loose, water-saturated soils are transformed from a solid to a liquid state during ground shaking. Liquefaction can result in significant deformations and ground rupture. Soils most susceptible to liquefaction are loose, uniformly graded, saturated, fine-grained sands that lie close to the ground surface.

The project site is located within a State-designated Liquefaction Hazard Zone as well as a Santa Clara County Liquefaction Hazard Zone.<sup>16</sup> The likely consequence of potential liquefaction at the site would be settlement. As previously mentioned, the project would be constructed in compliance with the 2019 CBC, including all applicable seismic standards for structures. Compliance with the 2019 CBC reduces potential risks associated with settlement from seismically-induced liquefaction. Additionally, **Mitigation Measure GEO-1** would be required to further reduce the risk of settlement from liquefaction.

**Mitigation Measure GEO-1:** To reduce risks associated with liquefaction, the project will be built using standard engineering and seismic safety design techniques. Building design and construction at the site shall be completed in conformance with the recommendations of the project-specific geotechnical investigation (**Appendix D**). Such recommendations include, but are not limited to, the use of shallow foundations such as spread footings, that are designed to maintain structural integrity in the event of settlement from liquefaction. The buildings shall meet the requirements of applicable Building and Fire Codes, including the most current California Building Code, as adopted or updated by the City. The project shall be designed to withstand soil hazards identified on the site and the project shall be designed to reduce the risk to life or property on site and off site to the extent feasible and in compliance with the Building Code.

With implementation of **Mitigation Measure GEO-1**, potential risks associated with settlement from seismically-induced liquefaction would be reduced to a less than significant level.

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<sup>16</sup> City of Santa Clara. 2008. Santa Clara General Plan - Seismic, Geologic and Soil Hazards. Available: <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan>. Accessed: December 2019.

**iv. Landslides?**

**No Impact.** The project site and surrounding area is relatively flat and do not have any steep slopes or hillsides that would be susceptible to landslides. The project would not, therefore, be exposed to landslide-related hazards. No impact would occur.

**b) Would the project result in substantial soil erosion or the loss of topsoil?**

**Less than Significant.** Project construction would involve ground disturbing activities that would temporarily expose soils and increase the potential for soil erosion from wind or stormwater runoff. The project would be subject to the requirements of Provision C.3 of the City's National Pollutant Discharge Elimination System (NPDES) permit and would be required to comply with the City's Best Management Practices for erosion and sedimentation control during the construction period, as outlined in the NPDES permit. Additionally, the project would be subject to a post-construction NPDES Permit and Provision C.3 requirements, ensuring that the project would not include areas of exposed topsoil. This is described in detail in **Section 2.9, Hydrology and Water Quality**. As a result, impacts related to erosion and loss of topsoil would be less than significant and no mitigation is required. No mitigation is required.

**c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?**

**Less than Significant.** Lateral spreading is a type of ground failure related to liquefaction. It consists of the horizontal displacement of flat-lying alluvial material toward an open face, such as the steep bank of a stream channel. San Tomas Aquino Creek is to the east of the project site, but it is not steep, and is lined with cement retaining walls. Therefore, this creek would not be subject to lateral spreading.

The project would be designed and constructed in accordance with standard engineering safety techniques and in conformance with the requirements of applicable, current Building and Fire Codes, including the 2019 CBC, as adopted by the City. As described above, the project site is not at risk of lateral spreading, landslides, or significant liquefaction. Therefore, impacts related to soil stability would be less than significant and no mitigation is required.

**d) Would the project be located on expansive soil, as defined in Section 1803.5.3 of the California Building Code (2019), creating substantial direct or indirect risks to life and property?**

**Less than Significant with Mitigation.** Moderate to highly expansive soils are present on site. Expansive soils can undergo significant volume changes when moisture content in the soil fluctuates. This continuous change in volume can cause foundations built on site to move unevenly and crack. To avoid risks associated with expansive soils, foundation design would be reviewed and approved by City engineers for compliance with the 2019 CBC general foundation design standards. **Mitigation Measure GEO-2** would be implemented to reduce potential impacts from expansive soils to a less-than-significant level.

**Mitigation Measure GEO-2:** Expansive soils shall be addressed through treatment or removal, in order to reduce the potential for structural damage. Slabs-on-grade should have sufficient reinforcement and be supported on a layer of non-expansive fill. Treatment of expansive soil may include lime or other additives to reduce expansion potential. Footings should extend below the zone of seasonal moisture content variation. Expansive soils may also be replaced with a non-expansive fill material to a depth where the seasonal moisture content variation becomes relatively insignificant. The appropriate depth shall be determined by a qualified structural engineer. In addition, moisture changes in the surficial soils should be limited by directing drainage away from buildings, as well as limiting the water used for landscaping.

With implementation of **Mitigation Measure GEO-2**, potential risks associated with expansive soils would be reduced to be less than significant.

**e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?**

**No Impact.** The City sewer utility system would treat wastewater generated by the project. The project site is currently developed and connected to existing wastewater mains. The project does not include septic tanks, and no septic tanks are proposed. Therefore, no impact would occur.

**f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?**

**Less than Significant with Mitigation.** The project site is currently developed with an existing single-story building and parking lot. Ground disturbance from project construction activities would be primarily limited to previously disturbed areas. Additionally, the Geotechnical Investigation prepared for the project (see **Appendix D**) found that the project site is underlain with 8 feet of imported fill material. Project construction would require excavation up to 5 feet deep. As such, it is not anticipated that project construction would encounter paleontological resources. However, in the unlikely event that paleontological resources are encountered during construction, they may be inadvertently damaged or destroyed. This is a potentially significant impact. **Mitigation Measure GEO-3** would require the implementation of discovery procedures if paleontological resources are encountered and require a qualified paleontologist to recommend measures specific to the discovered resource. Implementation of **Mitigation Measure GEO-3** would reduce potential impacts to paleontological resources.

**Mitigation Measure GEO-3:** Discovery of a paleontological specimen during any phase of the project shall result in a work stoppage in the vicinity of the find until it can be evaluated by a professional paleontologist. Should loss or damage be detected, additional protective measures or further action (e.g., resource removal), as determined by a professional paleontologist, shall be implemented to mitigate the impact.

With implementation of **Mitigation Measure GEO-3**, potential impacts to paleontological resources would be reduced to be less than significant.

## 2.8 Greenhouse Gas Emissions

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

Unlike emissions of criteria and toxic air pollutants, GHGs have a broader, global impact. GHGs such as carbon dioxide (CO<sub>2</sub>), methane, water vapor and nitrous oxide (NO<sub>x</sub>) occur naturally in the earth's atmosphere and are responsible for maintaining the earth's surface temperature. Compounds such as chlorofluorocarbons, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride are byproducts of human economic activities like fossil fuel combustion and act as GHGs. While natural levels of GHGs keep the earth comfortable, these human-generated compounds pose various adverse effects and result in global warming. The continued release of GHGs at or above current rates would continue to increase average global surface temperatures and would alter the planet's climate, creating significant long-term local, regional, and global impacts.

BAAQMD has adopted thresholds of significance to assist in the review of operational GHGs under CEQA. BAAQMD has not adopted a threshold for construction-period GHG emissions, as GHG emission impacts reflect the long-term and cumulative effect of GHG on a global scale, while construction-period emissions are intermittent and temporary. These thresholds are designed to establish the level at which GHG emissions would cause significant environmental impacts. The significance thresholds identified by BAAQMD are:

- Consistency with a qualified GHG Reduction Strategy (such as a climate action plan) OR
- Emissions below 1,100 MT of CO<sub>2</sub>e per year per project OR
- Emissions below 4.6 MT CO<sub>2</sub>e per service population per year.<sup>17</sup>

<sup>17</sup> The 4.6 MT CO<sub>2</sub>e/Service Population/year threshold is intended for land use development projects including residential, commercial, industrial, and public land uses and facilities. This threshold does not apply to stationary source projects (BAAQMD 2017).

However, the current thresholds set by BAAQMD, and the goals of the City’s Climate Action Plan, were established to achieve the state’s 2020 GHG reduction target. Because the project is not anticipated to be operational until after 2020, an analysis of consistency with the state’s post-2020 GHG reduction goals is appropriate. While the achievement of 2020 GHG reduction goals could – in part – reasonably be attained through local reductions in GHGs, such as those outlined in CAPs, the attainment of 2030 goals and beyond increasingly requires sector-wide and statewide policy changes to address GHG emissions. Many of these actions are outside of the jurisdiction and/or capacity of individual municipalities.

For example, in the energy sector, renewable energy production sources (such as wind and solar energy) must comprise 50 percent of all retail sales statewide by 2030. Additionally, the post-2020 Cap and Trade program has been designed to capture 80 percent of statewide GHG emissions. A more detailed list of actions required to achieve 2030 goals is provided below. Therefore, in this analysis, the project is compared to the City’s CAP for the project’s opening year (2022), and additionally is evaluated for overall GHG reductions consistent with 2030 statewide goals.

### **Applicable Plans, Policies and Regulations**

A number of plans, policies and regulations have been adopted by agencies at the national, state, and local levels to control GHG emissions. Several key plans and policies are described below. In addition, relevant plans and policies are discussed in detail in **Appendix A**.

#### **California Assembly Bill 32**

With the passage of Assembly Bill 32 (AB 32, Global Warming Solutions Act of 2006), the State of California made a commitment to reduce GHG emissions to 1990 levels by 2020, which represents about a 30 percent decrease over 2006 levels. In December 2008, CARB approved the Climate Change Scoping Plan, which provided a comprehensive set of actions designed to reduce California’s dependence on oil, diversify energy sources, save energy, and enhance public health, among other goals. Per AB 32, the Scoping Plan must be updated every five years to evaluate the mix of AB 32 policies to ensure that California is on track to achieve the 2020 GHG reduction goal.

#### **Executive Order B-30-15 and Senate Bill 350**

In April 2015, the Governor issued Executive Order B-30-15, which established a GHG reduction target of 40 percent below 1990 levels by 2030. Senate Bill 350 (SB 350) advanced these goals through two measures. First, the law increases the renewable power goal from 33 percent renewables by 2020 to 50 percent by 2030. Second, the law requires the California Energy Commission (CEC) to establish annual targets to double energy efficiency in buildings by 2030. In October 2017, the CEC issued their final report on a strategy to double energy efficiency by 2030. The report sets targets for utility providers and “nonutility” program savings. Nonutility program savings focus on energy efficiency savings from programs such as Building Efficiency Standards and Appliance Efficiency regulation. SB 350 requires large publicly owned utilities and all load-serving entities under the jurisdiction of the California Public Utilities Commission (CPUC) to file integrated resource plans (IRPs) with the CEC and CPUC, respectively. IRPs

must detail how each utility will meet their customers resource needs, reduce greenhouse gas emissions, and ramp up the deployment of clean energy resources in order to meet the 2030 target, pursuant to SB 350. The law also requires the CPUC to direct electric utilities to establish annual efficiency targets and implement demand-reduction measures to achieve this goal.

### **Senate Bill 100**

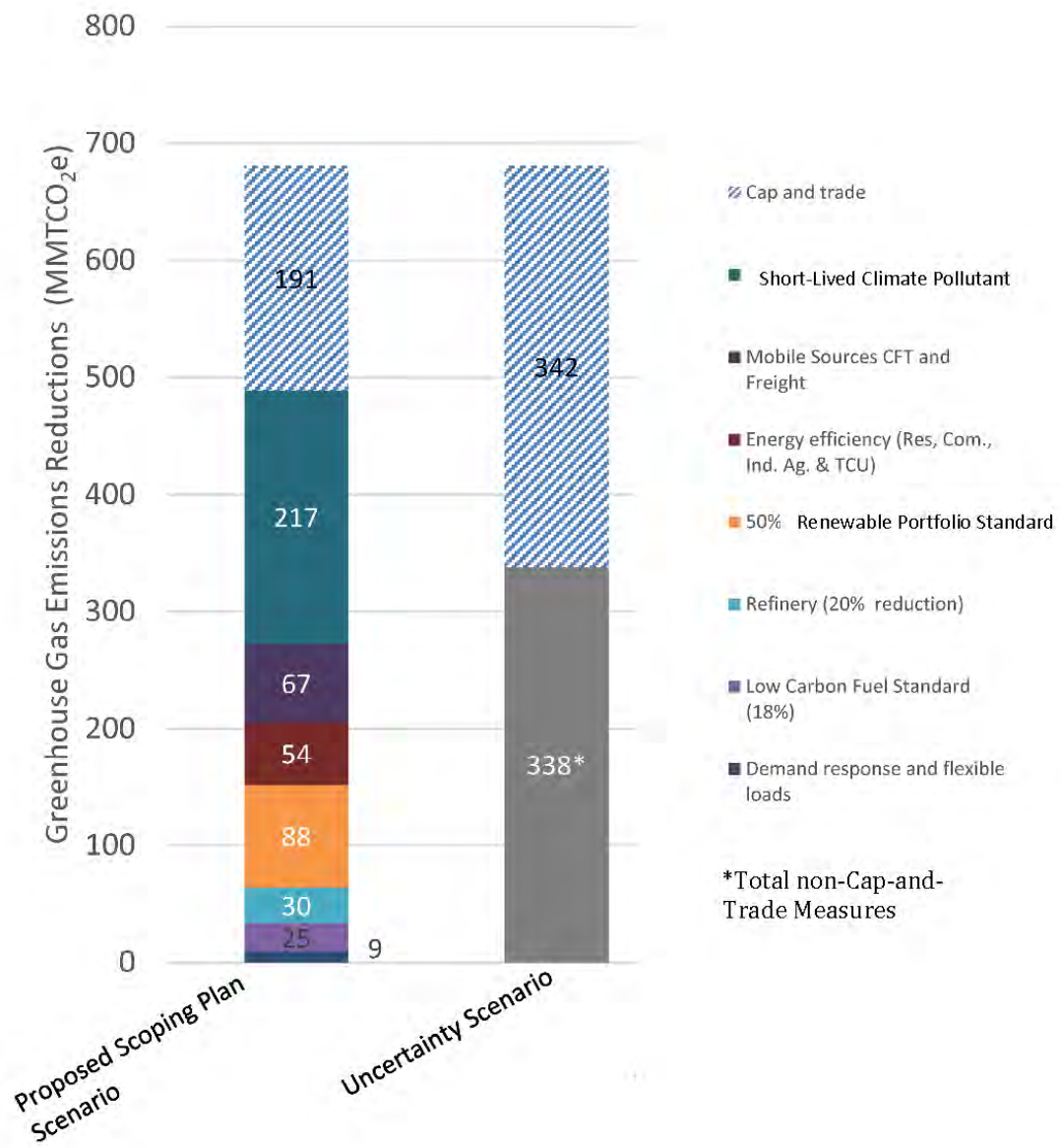
Adopted on September 10, 2018, Senate Bill 100 (SB 100) supports the reduction of GHG emissions from the electricity sector by accelerating the state’s Renewables Portfolio Standard Program, which was last updated by SB 350 in 2015. SB 100 requires electricity providers to increase procurement from eligible renewable energy resources to 33 percent of total retail sales by 2020, 60 percent by 2030, and 100 percent by 2045.

### **Senate Bill 32**

In September 2016, the Governor signed Senate Bill 32 (SB 32) into legislation, which builds on AB 32 and requires the state to cut GHG emissions to 40 percent below 1990 levels by 2030. With SB 32, the Legislature also passed Assembly Bill 197, which provides additional direction for updating the Scoping Plan to meet the 2030 GHG reduction target codified in SB 32. CARB published California’s 2017 Climate Change Scoping Plan Update in November 2017 (2017 Scoping Plan). The 2017 Scoping Plan establishes a strategy that will reduce GHG emissions in California to meet the 2030 target. Key features of this plan are:

- Cap and Trade program places a firm limit on 80 percent of the State’s emissions;
- Achieving a 50-percent Renewable Portfolio Standard by 2030 (currently at about 29 percent statewide);
- Increase energy efficiency in existing buildings;
- Develop fuels with an 18-percent reduction in carbon intensity;
- Develop more high-density, transit-oriented housing;
- Develop walkable and bikeable communities;
- Greatly increase the number of electric vehicles on the road and reduce oil demand in half;
- Increase zero-emissions transit so that 100 percent of new buses are zero emissions;
- Reduce freight-related emissions by transitioning to zero emissions where feasible and near-zero emissions with renewable fuels everywhere else; and
- Reduce “super pollutants” by reducing methane and hydrofluorocarbons by 40 percent.

As presented in the 2017 Scoping Plan, various changes and measures are needed to achieve the 2030 target. As shown in **Figure 8**, the Scoping Plan has established a proposed reduction scenario that requires specific reductions through programs and changes to fossil fuel consumption. Based on the Scoping Plan scenario, a significant portion of GHG emission reductions will result from statewide programs and existing and proposed policies, including Cap and Trade, a doubling of energy efficiency as required by SB 350, Renewable Portfolio Standard requirements, and Low Carbon Fuel standards. Other significant reductions will be achieved through an increase in zero-emission vehicles, trucks and buses



2030 Greenhouse Gas Reduction Scenario

Figure

8

Source: California Air Resources Board, 2017

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(referred to in the Scoping Plan as Mobile Sources); improvements to freight efficiency, reductions in short-lived climate pollutants including black carbon, methane, and hydrofluorocarbons; improvements in demand response and flexible loads by utility providers; and reductions in emissions from refineries.

### **City of Santa Clara General Plan**

The City's 2010-2035 General Plan includes policies that address the reduction of GHG emissions during the planning horizon of the General Plan. Goals and policies that address sustainability (see General Plan Appendix 8.13: Sustainability Goals and Policies Matrix) are aimed at reducing the City's contribution to GHG emissions. As described below, the development of a comprehensive GHG emissions reduction strategy for the City is also included in the General Plan.<sup>18</sup>

### **Climate Action Plan and Silicon Valley Power**

The City adopted its comprehensive GHG emissions reduction strategy (CAP) in December 2013. The goal of the CAP is to achieve the City's fair share of statewide emissions reductions for the 2020 timeframe consistent with AB 32. The CAP specifies strategies and measures to be taken for a number of focus areas (coal-free and large renewables, energy efficiency, water conservation, transportation and land use, waste reduction, etc.).

A key CAP focus area that is being implemented is Coal-Free and Large Renewables. The City operates SVP, a publicly owned utility that provides electricity for the community of the City, including the project site. Data centers constitute a large portion of the electricity used in the City; about 28 percent on average. Since nearly half (48 percent) of the City's GHG emissions result from electricity use, removing fossil fuel sources of electricity generation is critical for achieving the City's GHG reduction goals.<sup>19</sup> This measure is being undertaken by SVP.

In December 2018, SVP published an updated Strategic Plan that outlines goals and actions for achieving 2030 GHG emission reductions consistent with the legislation described above. As described in the strategic plan, SVP currently provides 44 percent of its electricity from non-carbon renewable resources. All electricity from SVP has been coal-free since January 2018. On November 27, 2018 the Santa Clara City Council adopted SVP's IRP, which lays out needed steps to meet the 50 percent Renewable Portfolio Standard set by SB 52. SVP plans to exceed the 50 percent target.

The CAP also addresses data centers directly and sets benchmarks for PUE. The CAP requires data centers with a rack power rating of 15-kW or higher to achieve a PUE rating of 1.2 or lower or to undertake a feasibility study to identify techniques that could achieve a PUE of 1.2. This approach ensures the largest projects are captured and required to analyze their power efficiency, a similar

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<sup>18</sup> City of Santa Clara. 2010. *2010-2035 General Plan*. Available: <http://santaclaraca.gov/government/departments/community-development/planning-division/general-plan-and-specific-plans>. Accessed: August 2018.

<sup>19</sup> City of Santa Clara. 2013. *Climate Action Plan*. <http://santaclaraca.gov/home/showdocument?id=10170>. Accessed July 2017.

strategy to the state's Cap and Trade program. This approach also supports the 2017 Scoping Plan target of increasing energy savings from energy efficiency.

The City requires that CEQA clearance for all discretionary development proposals address the consistency of individual projects with reduction measures in City's CAP and goals and policies in the City's General Plan designed to reduce GHG emissions. Compliance with appropriate measures in the CAP would ensure an individual project's consistency with an adopted GHG reduction plan for 2020.

**a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

**Less than Significant.** With implementation of the project, GHG emissions would result from construction activities and data center operation. Construction emission would result from equipment exhaust. Operational emissions would be both direct and indirect. Direct operational emissions would result from emissions from project equipment such as the cooling towers and generators. Indirect emissions would result from electricity used to run the servers, electricity used for water and wastewater conveyance, and emissions from vehicles traveling to and from the site.

**Construction**

BAAQMD has not established a threshold for construction-period GHG emissions. Project-related construction emissions are confined to a relatively short period in relation to the overall life of the project. Therefore, construction-related GHG emissions were amortized over a 30-year period to determine the annual construction-related GHG emissions over the life of the project. Total construction GHG emissions are estimated to be 554.3 metric tons of CO<sub>2</sub>e. Amortized over the life of the project, which is assumed to be 30 years, this equates to 18.5 metric tons per year. Based on BAAQMD's guidelines and the project-specific information provided herein, GHG emissions during construction would be minor and temporary. Thus, GHG emissions from project construction are considered less than significant.

**Operation**

The project's primary function is to house computer servers, which require electricity 24 hours a day to operate. Therefore, operation of the data center would require a substantial amount of electrical power. The data center is anticipated to require an average of 48-MW to operate, which would equate to 420,480-MWh per year. This would constitute the project's largest GHG contribution through the indirect generation of GHG emissions. Overall, the daily power usage would vary depending on how many servers are up and running and how intensely the data center's clients are running their servers. In addition to indirect GHG emissions, the project would directly result in GHG emissions through operation of equipment, specifically backup generators. Predicted direct and indirect GHG emissions resulting from project operation are shown in **Table 2-7**.

Indirect Operational Emissions

Electricity production can generate GHGs if fossil fuels (such as coal and natural gas) are the source fuel. In contrast, energy provided by renewable energy sources (such as wind power, solar, or hydroelectric) would have a reduced or nonexistent rate of GHG emissions.

Electricity for the project would be provided by SVP. SVP currently acquires 38 percent of its energy portfolio from eligible renewable energy sources. Because the operational life of the project would extend past the 2030 time horizon, the GHG emissions associated with electricity usage would decrease over time as SVP procures more of its portfolio from renewable sources. Therefore, this analysis utilizes SVP’s anticipated 2030 energy source portfolio from the 2018 Integrated Resource Plan (SVP 2018) to calculate the utility’s future energy intensity factor and the project’s electricity-related operational GHG emissions. A 2030 energy intensity factor of 0.0821 MT (or 164.4 pounds) of CO<sub>2</sub>e was calculated by dividing the total GHG emissions from identified 2030 supply sources by the 2030 projected total energy from supply resources (SVP 2018).

**Table 2-7 Combined Annual Project GHG Emissions**

Source	Annual Project Emissions (MT of CO <sub>2</sub> e)
<b>Baseline Emissions</b>	
Existing Land Use	544.3
<b>Project Emissions</b>	
Construction (Amortized Annual)	18.5
<b>Operational</b>	
- Area	<0.1
- Solid Waste	38.5
- Water	10.4
<b>Electricity Usage</b>	
- SVP Provided Electricity	34,521.4
<b>Mobile</b>	
- CO <sub>2</sub> and CH <sub>4</sub>	63.5
- N <sub>2</sub> O	2.9
<b>Total Project Emissions</b>	<b>34,655.2</b>
<b>Net Project Emissions</b> <i>Project Minus Baseline</i>	34,110.9

Source: Rincon, 2019

As shown in **Table 2-7**, total net emissions associated with the project are estimated to be approximately 34,111 MT of CO<sub>2</sub>e per year. This quantitative estimate is shown for informational purposes and is not used to determine the significance of the project’s GHG emissions.

The vast majority (99.86 percent) of the project’s GHG emissions would be generated by the building’s electricity demand. This analysis assesses the consistency of the project with local and

statewide GHG reduction targets and energy efficiency measures. Currently, SVP’s power mix is comprised of 38 percent renewable energy sources. SVP’s energy intensity factor is therefore considerably lower than the California statewide average. The preferred plan outlined in SVP’s 2018 Integrated Resource Plan meets and exceeds the 2030 renewable energy target set forth by SB 100.

By utilizing power generated with SVP’s SB 32-consistent portfolio of renewable energy, the project’s indirect GHG emissions would be consistent with SB 32 and the 2017 Scoping Plan scenario to achieve SB 32’s goal of 40 percent below 1990 levels by 2030.<sup>20</sup> **Table 2-8** summarizes SVP’s 2019 and 2030 energy intensity factors as compared to the California statewide electrical grid average, and demonstrates the reduction effect of SVP’s renewable portfolio on the project’s GHG emissions.

**Table 2-8 Energy Intensity Factor and Project-Generated GHG Emissions**

Utility	Energy Intensity Factor (MT/MWh)	Project’s Annual CO <sub>2</sub> e Emissions (MT/year) from Electricity Demand <sup>1</sup>
California-wide average (eGRID 2016)	0.264	110,985.7
Silicon Valley Power (2019 Factor)	0.155	65,048.3
Silicon Valley Power (2030 Factor)	0.082	34,521.4

Rincon, 2019

MT = metric tons; MWh = megawatt hours; CO<sub>2</sub>e = carbon dioxide equivalent

1 Project’s annual emissions calculated using the project’s annual electricity demand of 420,480 MWh and the respective energy intensity factor.

In addition, the project would indirectly result in a small amount of mobile emissions through vehicles traveling to and from the project site. As described in the 2017 Scoping Plan, mobile source emissions will continue to decrease over time as a result of existing and planned statewide programs, including the increase of electric/zero-emission vehicles and the Low Carbon Fuel Standard.

In addition to renewable power, the 2017 Scoping Plan scenario for meeting 2030 goals includes energy efficiency. The City’s CAP addresses energy efficiency for data centers via a two-step process. First, the average rack power rating for a data center is determined; if it is below 15-kW, a feasibility study for PUE is not required. The project’s average rack power rating would only be 5 to 6.5-kW, therefore, a feasibility study for PUE is not required. However, as described in SVP’s strategic plan, SVP works

<sup>20</sup> As a whole, the state of California is on track to reach 1990 levels of GHG emissions in 2020.

closely with industrial customers to develop project-specific energy efficiency rebate plans. This is carried out under SVP’s obligation to implement SB 350.

Therefore, based on all of the above, the project’s contribution to indirect operational GHG emissions would be less than significant.

Direct Operational GHG Emissions

During project operation, backup generators would be periodically tested for maintenance purposes. Per BAAQMD’s 2017 CEQA Guidelines, new stationary sources should be evaluated separately from project operation emissions associated with land use. Therefore, GHG emissions from the 16 backup generators are evaluated against a separate, stand-alone stationary source significance threshold established by BAAQMD. Stationary sources are not considered “cumulatively considerable” from a land use perspective if the stationary sources comply with the 10,000 MT CO<sub>2</sub>e per year threshold. Therefore, the significance threshold of 10,000 MT CO<sub>2</sub>e per year is used to determine the significance of the GHG emissions generated by the backup generators.

As shown in **Table 2-9**, total emissions generated from the operation of all 16 generators at the project site for 50 hours per year would result in approximately 8,541 MT of CO<sub>2</sub>e. Therefore, the operation of all 16 generators for 50 hours per year would comply with the BAAQMD’s stationary source threshold of 10,000 MT CO<sub>2</sub>e and would not be cumulatively considerable.

**Table 2-9 Stationary Source Annual Emissions of GHGs**

<b>Emission Source</b>	<b>Annual Emissions (CO<sub>2</sub>e) in MTs</b>
Single Generator	533.8
<b>Total<sup>1</sup></b>	<b>8,541.1</b>
BAAQMD Stationary Source Threshold	10,000
Exceeds Threshold?	No

Source: Rincon, 2019

See Appendix C of the attached Air Quality and Greenhouse Gas Study for calculation of GHGs from the stationary sources.

<sup>1</sup> Total annual emissions from diesel fuel combustion is based the operation of all 16 generators for 50 hours per year.

The burning of diesel fuel results in emissions of black carbon, a known GHG addressed in the 2017 Scoping Plan. As discussed in the 2017 Scoping Plan, under Senate Bill 1383, man-made black carbon emissions must be reduced by 50 percent by 2030. The majority of black carbon emissions in the state result from forestry and land management activities and wildfires. As described in **Section 1, Project Description** above, the project would include EPA Tier II engines for all backup generators, and generators would be outfitted with Level 3 verified diesel particulate filters (DPFs). Generators would be fueled using ultra-low sulfur diesel fuel with a maximum sulfur content of 15 parts per million (ppm). These measures will greatly minimize black carbon emissions from the backup generators, with a

minimum control efficiency of 85 percent removal of particulate matter. While the precise percentage reduction in black carbon needed from diesel engines to meet SB 32 goals is not called out in the 2017 Scoping Plan, given that the majority of this category of emissions comes from forestry activities and other activities described above, a reduction of 85 percent of particulate emissions for generators is reasonably believed to meet or exceed the reduction goal. Based on the discussion above, the project's GHG emissions would be less than significant.

**b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emissions?**

**Less than Significant.** The project would not conflict with an applicable local plan, policy or regulation adopted for the purpose of reducing the emission of GHGs. Key planning and policy documents in the City include the General Plan and CAP. The CAP was adopted in December of 2013 and included in the General Plan as an appendix item.<sup>21</sup>

**Climate Action Plan Consistency**

The City adopted its current climate action plan (CAP) in December 2013. This plan outlines strategies to reduce GHG emissions for a horizon year of 2020. However, the plan does not address meeting the requirements of SB32 (2030 emissions target). 2030 emissions targets are discussed under **question "a"** above.

The City's CAP recommends a citywide GHG reduction target of 15 percent below the 2008 baseline level by 2020. Data centers indirectly result in GHG emissions through electricity use. Increasing the energy efficiency of data centers is the primary method to reduce GHG emissions. The CAP identifies measures to close the local emissions reduction gap and achieve an emissions reduction target consistent with AB 32. This approach is divided into several focus areas, four of which are relevant for the project:

*Focus Area 1: Coal-Free and Large Renewables*

*Goal: Eliminate coal from SVP's portfolio and increase use of natural gas and renewable energy.*

As described above, reducing the rate of emissions associated with electricity production is a critical measure in the CAP. SVP's switching to renewable energy sources as an alternative to fossil fuels has reduced SVP's emissions substantially, and continued migration to renewable energy will further reduce GHG emissions from electricity generation in the future. Because data centers consume high rates of electricity, reducing emissions from electricity production indirectly reduces the GHG emissions from these types of projects. The project's electricity would be provided by SVP, making the project's operation consistent with this CAP goal.

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<sup>21</sup> The current CAP has a horizon year of 2020. Because the project is not anticipated to be finished until after 2020, consistency with policies established in the CAP would not be sufficient to make a less-than-significant determination.

*Focus Area 2: Energy Efficiency Programs*

*Goal: Maximize the efficient use of energy throughout the community*

The CAP identifies energy efficiency as a means to reducing GHG emissions from data center projects, such as the project. According to the CAP, 28 percent of total electricity consumed in the City is used by data centers. To respond to the effects of this electricity use, the City requires new data centers with an average rack power rating of 15-kW or more to complete a feasibility study identifying techniques to achieve a PUE rating of 1.2 or lower. The project would have an average rack power rating of 5 to 6.5 kW, and a “very efficient” PUE target of 1.35, with a PUE of 1.37 at peak operating capacity. Therefore, the project would be considered to be energy efficient and would be consistent with the CAP’s measure pertaining to data centers.

Based on project design details provided by the applicant, the average rack power rating for the data center would be less than 15-kW. Therefore, a PUE study is not required and the project would be consistent with this CAP goal.

*Focus Area 4: Waste Reduction*

*Goal: Increase recycling opportunities for all disposed materials*

Measure 4.2: Increased Waste Diversion. The CAP sets a goal to increase solid waste diversion to 80 percent through increased recycling efforts, curbside food waste pickup, and construction and demolition waste programs. The project would be required to participate in the City’s Construction and Demolition Debris Recycling Program by recycling or diverting at least 50 percent of waste materials generated.

*Focus Area 5: Off-Road Equipment*

*Goal: Ensure efficient operations of off-road equipment*

Measure 5.2: Alternative construction fuels. This CAP measure requires construction projects to comply with BAAQMD best management practices, including alternative-fueled vehicles and equipment. As a condition of approval, project construction would follow BAAQMD basic construction measures including limiting idling times to 5 minutes or less and limiting vehicle speeds to 15 miles per hour or less.

**Applicable General Plan Policies**

The City adopted the 2010-2035 General Plan to accommodate planned housing and employment growth through 2035. As part of the City’s General Plan Update, new policies were adopted that address the reduction of GHG emissions during the planning horizon of the General Plan. The General Plan is organized chronologically into three phases. Phase II covers the time period from 2015 through 2023.

For the project, implementation of policies that call for increased energy efficiency or reduced energy use would effectively reduce indirect GHG emissions associated with energy generation as required in the General Plan. Consistency of the project with relevant General Plan policies is described in **Table 2-10**.

The General Plan also includes a number of policies that call for or encourage the use of Transportation Demand Measures (TDM) and other programs to reduce emissions associated with vehicle travel. As discussed in more detail in **Section 2.17, Transportation and Traffic**, the project would generate very few vehicle trips to the project site. Since GHG emissions from mobile sources would be relatively low for this project, the evaluation of consistency with transportation policies is not addressed further.

As shown in **Table 2-10** and described above, the project would not conflict with general plan policies adopted for the purpose of reducing the emissions of GHGs. Thus, this impact is less than significant. No mitigation is required.

**Table 2-10 Project Consistency with City of Santa Clara General Plan and CAP**

Emission Reduction Policy	Project Consistency
<b>General Land Use Policies</b>	
Goal 5.10.3-G1. Energy supply and distribution maximizes the use of renewable resources. <ul style="list-style-type: none"> <li>Policy 5.10.3-P1. Promote the use of renewable energy resources, conservation and recycling programs.</li> </ul>	<b>Consistent.</b> The project would source its electricity from SVP, which has a renewable energy procurement portfolio of 38 percent renewable resources. SVP would be subject to the provisions of SB 100, which requires utility providers to increase their renewable energy procurement portfolios to 60 percent by 2030 and 100 percent by 2045. Therefore, the project would be consistent with Goal 5.10.3-G1.
Goal 5.10.3-G2. Implementation of energy conservation measures to reduce consumption. <ul style="list-style-type: none"> <li>Policy 5.10.3-P4. Encourage new development to incorporate sustainable building design, site planning and construction, including encouraging solar opportunities.</li> <li>Policy 5.10.3-P5. Reduce energy consumption through sustainable construction practices, materials and recycling.</li> <li>Policy 5.10.3-P6. Promote sustainable buildings and land planning for all new development, including programs that reduce energy and water consumption in new development.</li> </ul>	<b>Consistent.</b> The project would be required to comply with Title 24 standards, thereby increasing the energy conservation achieved by building design. The project would also be required to comply with the requirements of 2019 CALGreen, which mandate a minimum diversion rate of 65 percent for construction and demolition waste. Furthermore, the project would include high-efficiency plumbing fixtures, which would reduce water consumption and associated energy use. Therefore, the project would be consistent with Goal 5.10.3-G3, Policy 5.10.3-P4, Policy 5.10.3-P5, and Policy 5.10.3-P6.
<b>Santa Clara Climate Action Plan</b>	
Focus Area 2: Energy Efficiency Programs <ul style="list-style-type: none"> <li>Goal: Maximize the efficient use of energy throughout the community.</li> </ul>	<b>Consistent.</b> The PUE is calculated by dividing the total demand of the data center by the critical IT load (42U 2019). The closer the PUE is to a value of 1, the more efficient data center operations are. The facility would be designed to achieve an average of 5 kWh per rack, and a PUE rating of 1.35. A PUE between 1.2 and 1.5 is considered “very efficient.” Therefore, the project would implement energy-efficient

<ul style="list-style-type: none"> <li>• Policy 2.3. Encourage new data centers with an average rack power rating of 15 kW or more to identify and implement cost effective and energy-efficient practices.</li> </ul>	practices that maximize the efficient use of energy and would be consistent with Policy 2.3.
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Source: Rincon, 2019

Therefore, based on the above, the project would be consistent with the City’s CAP and would not conflict with a plan or policies developed to reduce GHG emissions. The project’s consistency with the goals of SB 32 and the 2017 Scoping Plan is addressed under **question “a”**. This impact would be less than significant.

## 2.9 Hazards and Hazardous Materials

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to the risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## ***Discussion***

### **Hazardous Materials Use and Storage Regulation**

Within the City, a number of local, state, and federal regulations govern the use, transport, and storage of hazardous materials. A Hazardous Materials Business Plan is generally required of any facility which generates any quantity of hazardous waste or which handles hazardous materials in amounts greater than 55 gallons for liquids, 500 pounds for solids, and 200 cubic feet for compressed gases. The implementation and enforcement of these local, and state and federal regulations regarding the use, storage and transport of hazardous materials (including setbacks for flammable storage from property lines) reduce the potential for impacts to off-site land uses, in the event of an accidental release.

### **Site History**

The project site is located in an industrial and commercial area. Surrounding land uses consist of commercial and industrial operations, including a physical therapy and care office and an industrial hardware store. A Phase I environmental site assessment (ESA) was completed for the project site in February 2019 (see **Appendix E**).

Based on research conducted as a part of the Phase I ESA, the project site was historically used as an orchard until the 1970s. The project site was first developed in 1973 and initially occupied by Spectra Physics, which manufactured and tested liquid chromatography products. A partially-buried 300-gallon underground storage tank (UST) was used by Spectra-Physics to collect a waste stream which included methanol and acetone. Sampling of ground water from a monitoring well in May 1986 reportedly did not detect acetone or methanol.

After Spectra Physics, other businesses occupied the building including Tandem Computers (1975), Ultratech Stepper (1984 to 1990), Citation Press (1994-2004), Microbar Systems (1995-1997), and Celeritek (1997-2003). In 2006, the building was converted into the existing multi-tenant office suites.

Celeritek (1997-2003) stored compressed gases, acids, alcohols, adhesives, and cleaning solvents. Citation Press (1994-2004) stored up to 600 pounds of waste ink, 55 gallons of waste solvent, 60 gallons of waste liquid, 500 gallons of hydrocarbons and water, 600 gallons of aqueous gloss coating and 2500 pounds of printing ink. No spills were reported at these businesses.

### **Potential Sources of Contamination**

The Phase I ESA (**Appendix E**) included a search of federal, state, and local environmental databases for potential contamination sources on properties within 1 mile of the project site. Several database listings were identified for the project site, associated with Spectra-Physics, Citation Press, and America REIT II Corporation. The listing associated with Spectra-Physics was in relation to storage and disposal of hazardous materials and the UST. The listing is closed, indicating no further action is required, and no violations or spills were reported. Similarly, Citation Press was listed in association with storage and

disposal of hazardous materials and no violations were reported. The listing for America REIT II Corporation notes waste disposal as “unspecified organic liquid mixtures”. Three other business names are listed as associated with the project site, and all were previously permitted to generate and/or dispose of hazardous materials. No violations were documented.

Agency databases identify several off-site spill accidents which may have impacted groundwater quality at the project site. These include Honeywell at 3001 Stender Way, Electroglas at 2901-3001 Coronado Drive, Synertek at 3050 Coronado Drive, and Intel at 2880 Northwestern Parkway. Based on the information reviewed in the Phase I ESA, groundwater near these facilities has been impacted by volatile organic compounds (VOCs). However, these properties are located down-gradient or at a cross-gradient to the project site, and based on the known direction of groundwater flow it is unlikely that contaminated groundwater has migrated under the project site.

Due to this agricultural history, it is likely agricultural chemicals, such as pesticides, herbicides, and fertilizers, were used on the site.

### **Asbestos and Lead-Based Paint**

Since the existing building was constructed prior to 1978, building materials containing asbestos and lead-based paint may be present. However, asbestos-containing building materials and lead-containing paint was not assessed in the Phase I ESA.

### **Airport Hazards**

The project site is approximately 2.4 miles northwest of San Jose International Airport, outside of the airport’s noise impact area and Airport Influence Area as defined by the Airport Land Use Commission (ALUC). The project would not require referral to the ALUC and would not require an avigation easement to the City of San Jose.

#### **a) Would the project create a significant hazard to the environment or to the public through the routine transport, use, or disposal of hazardous materials?**

**Less than Significant.** The project would involve the use of common types of potentially hazardous materials such as cleaners, pesticides for landscaping, and diesel fuel for backup generators. Truck trips to deliver diesel fuel and other hazardous materials are expected to reach the project site via US-101, San Tomas Expressway, Coronado Drive, Stender Way, and possibly other local streets which connect the project site to US-101 and San Tomas Expressway. Above ground fuel storage tanks would be subject to all requirements set forth in Chapter 6.67 of the California Health and Safety Code (§ 25270 – 25270.13). All potentially hazardous materials used on the project site would be contained, stored, and used in accordance with manufacturer’s instructions and handled in compliance with applicable standards and regulations. In accordance with federal and state law, the project would be required to disclose hazardous materials handled at reportable amounts. Additionally, the project applicant would be required to prepare an emergency response and evacuation plan, conduct hazardous materials training (including remediation of accidental releases, including diesel fuel), and notify employees who work in the vicinity of hazardous materials, in accordance with federal Occupational Health and Safety Administration (OSHA) and California

Division of Occupational Safety and Health (Cal OSHA) requirements. For transport and handling of fuel, Cal OSHA requirements include establishment of an Injury and Illness Prevention Program (CCR Title 8 § 6760) and also specify design requirements for underground fuel storage tanks (CCR Title 8 § 6807).

As the Certified Unified Program Agency for Santa Clara, the Santa Clara Fire Department Hazardous Materials Division (Hazardous Materials Division) is authorized to implement the California Aboveground Petroleum Storage Act (Act). The Hazardous Materials Division inspects facilities that store petroleum products in aboveground tanks for compliance with the Act and applicable sections of the federal Spill Prevention, Control, and Countermeasure (SPCC) rule. Installation of above ground tanks on the project site would be subject to this inspection and project operation would comply with all relevant regulations.

The Hazardous Materials Division also administers the California Accidental Release Prevention Program within Santa Clara. The program requires assessment of hazard potential from the storage of hazardous materials on-site and the implementation of a Risk Management Plan to minimize the risk of accidental release. The fuel storage tanks would pose a risk to soils if an accidental release of fuel occurred. A Risk Management Plan would be required for the project to ensure the storage tanks are maintained and operated in a way that minimizes the risk of release. In the event of an accidental release, the Hazardous Materials Division would oversee required cleanup and remediation as required by local, state and federal regulation.

With implementation of the required permit conditions and regulatory controls outlined above, impacts related to the routine use, transport, or disposal of hazardous materials would be less than significant. No mitigation is required.

**b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

**Less than Significant with Mitigation.** Construction activities would require building foundation work, including grading and excavation. Although the project site was previously used for agricultural and industrial purposes, available records indicate there are no known spills or other contamination on the site. However, as documented in the Phase I ESA, soil sampling is recommended to evaluate whether chemicals from agricultural or industrial uses are present. If present, hazardous materials would pose a risk to workers during construction, and are unlikely to pose a risk after construction based on the planned use of the project site. **Mitigation Measure HAZ-1** would be required to ensure that any hazardous materials onsite are documented and an appropriate worker health and safety plan is developed, if required. This would ensure that any hazardous materials present do not result in a hazard to construction workers.

**Mitigation Measure HAZ-1:** A Phase II Environmental Site Assessment (ESA) shall be performed prior to construction. If the Phase II ESA determines there is no contamination present on the project site, no further action will be required. If contamination is encountered, all feasible recommendations from the Phase II ESA shall be implemented including but not limited to the

development of a worker safety plan to ensure that construction workers are not exposed to unsafe levels of soil or groundwater contamination, and a disposal plan to ensure contaminated soils and/or groundwater are properly and safely removed from the site and disposed at appropriate facilities.

Because the existing building was constructed prior to 1978, asbestos and lead-based paint may be present and demolition activities could release hazardous materials into the environment. Therefore, **Mitigation Measure HAZ-2** would be required to ensure that hazardous materials would not present a threat to human health or the environment.

**Mitigation Measure HAZ-2:** A survey by a certified asbestos consultant to assess asbestos, lead-containing paint, and other potentially hazardous waste will be conducted prior to demolition activities. Disposal of any hazardous materials found during this survey will be coordinated with Mission Trail Waste Systems.

With implementation of **Mitigation Measures HAZ-1** and **HAZ-2**, this impact would be less than significant.

**c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter-mile of an existing or proposed school?**

**No Impact.** The closest school to the project site is Bracher Elementary School, which is approximately 0.7 miles south of the project site. Because the project site is not located within a 0.25-mile radius of a school, it would not emit any hazardous emissions on educational establishments. No impact would occur.

**d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

**Less than Significant with Mitigation.** A search of the Department of Toxic Substances Control EnviroStor database along with a search of the San Francisco Bay Regional Water Quality Control Board (RWQCB) GeoTracker database show there are no known hazardous materials or spills on the project site. However, there is the potential for soil and/or groundwater contamination based on historic uses of the project site. **Mitigation Measure HAZ-1** requires that soil and groundwater sampling be completed as a part of a Phase II ESA prior to construction, and that recommendations from the Phase II ESA be implemented. This would ensure that any contamination present on the site is appropriately handled and removed, and that construction workers are protected from unsafe exposure to hazardous materials. With implementation of this mitigation measure, this impact would be less than significant. No mitigation is required.

**e) For a project located within an airport land use plan, or where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

**Less than Significant.** The project site is located approximately 2.4 miles northwest of San Jose International Airport. The project site is outside of the Airport Influence Area and Airport Safety

Zones. According to FAA regulations, the obstruction surface—or the height at which an object may present an obstruction to aircraft flight—at the project site begins at approximately 212 feet above ground. Because the project would be approximately 85 feet in height, any hazard to planes taking off from or landing at the airport would be negligible. Therefore, with adherence to existing regulation, impacts to airport safety would be less than significant. No mitigation is required.

**f) Would the project impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

**Less than Significant.** The City adopted the Santa Clara City Emergency Operations Plan in 2016 to assign responsibilities to designated city leaders, employees, departments, agencies, boards, and community and volunteer organizations in the event of a disaster. Santa Clara Fire Department (SCFD) currently serves the project site. Please refer to **Section 2.15, Public Services**, for more detailed information regarding fire and emergency services. The project does not include any changes to the existing public roadways that provide emergency access to the site or surrounding area. Operation of the project would require a maximum of 18 employees to be on-site over a 24-hour period (8 daytime employees and 5 nighttime employees); however, this increase is not expected to result in a significant increase in demand for emergency access. Therefore, the project would not impair the implementation of, or physically interfere with the City's Emergency Operations Plan, adopted in 2016. Impacts would be less than significant, and no mitigation is required.

**g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?**

**No Impact.** The project site is located in a developed urban area contains no wildland areas. San Tomas Aquino Creek is east of the project site, but it contains concrete retaining walls and sparse vegetation surrounding the creek. Neighboring cities such as Sunnyvale, San Jose, and Cupertino adjacent to the City limits are also fully developed. The project site is not located adjacent to natural areas that would be subject to wildland fires. Therefore, the project would not result in any significant exposure of people or structures to wildland fires. No mitigation is required.

## 2.10 Hydrology and Water Quality

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage patterns of the site or area including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would:				
i) result in a substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## ***Discussion***

### **Water Supply**

The City operates 26 wells that tap underground aquifers and make up about 62 percent of their potable water supply. A water recharge program is administered by Valley Water from local reservoirs, and imported water enhances the dependability of the underground aquifer. The remainder of the City's water supply consists of water imported from two wholesale water agencies. For certain non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility is used. This is highly treated water delivered through separate pipelines. This source makes up about 16 percent of water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for irrigation for conservation of potable sources.<sup>22</sup>

Valley Water approved and adopted an updated Urban Water Management Plan (UWMP) in 2015. Similarly, the City updated its UWMP in 2015 (the plan was adopted in November 2016). The City's 2015 UWMP did not specifically include this project; however, the UWMP did include projected increases in water demand due to densification and intensification of both residential and non-residential land uses.

### **Stormwater**

The federal Clean Water Act and California's Porter-Cologne Water Quality Control Act are the primary laws related to water quality. Regulations set forth by the US EPA and the State Water Resources Control Board have been developed to fulfill the requirements of this legislation. US EPA's regulations include the NPDES permit program, which controls sources that discharge pollutants into waters of the US (e.g., streams, lakes, bays, etc.). These regulations are implemented at the regional level by water quality control boards, which for the City area is the San Francisco Bay RWQCB.

The RWQCB has issued a Municipal Regional Stormwater NPDES Permit (Permit Number CAS612008) (MRP). The regional permit applies to 77 Bay Area municipalities, including the City. Under provisions of the NPDES Municipal Permit, redevelopment projects that disturb more than 10,000 square feet are required to design and construct stormwater treatment controls to treat post-construction stormwater runoff. Post-construction runoff must be treated by using Low Impact Development (LID) treatment controls, such as biotreatment facilities.

In addition to water quality controls, the Municipal Regional Stormwater NPDES permit requires all projects that create or replace 1 acre or more of impervious surface to manage development-related increases in peak runoff flow, volume, and duration, where such hydromodification is likely to cause increased erosion, silt pollutant generation or other impacts to beneficial uses of local rivers, streams, and creeks. Projects may be deemed exempt from the permit requirements if they do not meet the size threshold, drain into tidally influenced areas or directly into the Bay, drain into hardened channels, or are infill projects in subwatersheds or catchment areas that are greater than or equal to 65 percent impervious (per the Santa Clara Hydromodification Management Applicability Map). Catchments that

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<sup>22</sup> City of Santa Clara Water & Sewer Utility. Available: <https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/recycled-water-utility>. Accessed: December 2019.

receive storm runoff from the Project Site drain to a hardened channel, and the project is infill in an area that is 84 percent impervious.<sup>23</sup> Therefore, the project site is not subject to the hydromodification requirements of the Municipal NPDES permit.

### **Groundwater**

During geotechnical investigations (see **Appendix D**), groundwater was encountered at depths ranging from approximately 10 to 18.5 feet below the existing grade. Historic high groundwater levels in the immediate site vicinity are approximately 8 to 9 feet below existing grade. Fluctuations in groundwater levels are common due to seasonal fluctuation, underground drainage patterns, regional fluctuations, and other factors.

### **Tsunamis and Seiches**

Seismically-induced ocean waves are caused by displacement of the sea floor by a submarine earthquake and are called tsunamis. Seiches are waves produced in a confined body of water such as a lake or reservoir by earthquake ground shaking or landsliding. Seiches are possible at reservoir, lake or pond sites. There are no large bodies of water near the project site.

#### **a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?**

**Less than Significant.** Under existing conditions, the project site consists of mostly impervious surfaces and some landscaped perimeter areas. Implementation of the project would remove and replace approximately 150,000 square feet of impervious surface (data center, substation, generator yard, and parking lot). Therefore, the project would be subject to the requirements of Provision C.3 of the Municipal Regional NPDES permit and would be required to comply with the City's Best Management Practices (BMPs) for erosion and sedimentation control during construction, as outlined in the Municipal Regional NPDES permit.

As more than 1 acre of impervious surface would be disturbed during construction, the project would be subject to a State NPDES General Construction Permit which would require submittal of a Notice of Intent to the State Water Resources Control Board. Additionally, the project would be subject to a post-construction NPDES Permit and Provision C.3 requirements, requiring incorporation of source control design elements to keep pollutants away from stormwater. Maintenance agreements, such as parking lot sweeping and catch basin cleaning, as well as storm drain signs and stenciling would be required by NPDES permit conditions.

Consistent with the City's LID requirements, the project would also include bioretention areas in landscaping design to ensure that particulates are removed from stormwater prior to discharge into a storm drain or creek. Compliance with the standard control measures outlined in the NPDES permit would ensure that impacts to water quality or waste discharge are less than significant

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<sup>23</sup> Existing impervious area is 140,006 square feet out of a total of 167,288 square feet of property area. This calculates to approximately 84 percent impervious area and 16 percent pervious area.

during project operation. There is potential for degradation of surface or ground water quality, but with the permit above, impacts would not be significant and would be monitored accordingly.

Compliance with the control measures outlined in the State NPDES General Construction Permit would further ensure that impacts to water quality or waste discharge are less than significant. No mitigation is required.

**b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?**

**Less than Significant.** The estimated water demand for the project would be 5,865,325 gallons (18 acre-feet) annually, or 16,070 gallons per day. This is less than the amount of water required by a 500 dwelling unit development (67.8 acre-feet annually) and does not require preparation of a Water Supply Assessment (WSA).<sup>24</sup> Additionally, it represents a decrease in water use compared to existing conditions. Groundwater would not be extracted from the site via wells; the City would provide potable water services to the project through existing infrastructure. The UWMP identifies groundwater as a source of water supply for the project area and includes projected increases in water demand due to densification and intensification of non-residential land uses. The City's municipal water system currently has the capacity to provide up to 28.8 million gallons of water per day.<sup>25</sup>

Valley Water tracks water supply, demand, and groundwater recharge on a monthly basis. As of December 2019, total groundwater storage was predicted to rise within normal levels established in the Santa Clara County Water District's Water Shortage Contingency Plan.<sup>26</sup> The Water District's projections are based on estimates generated from land use designations across the service area. The project would introduce a new use to the site, and this use is permitted under the site's existing zoning and land use designation. Thus, the additional demand that would be placed on groundwater supplies by operation of the data center was reasonably anticipated in the broader demand calculations developed by Valley Water, and the City would have sufficient water supply to service the project. The project would not directly interfere with groundwater recharge, such as through the addition of significant amounts of new impervious surface or through the use of wells. Therefore, impacts to groundwater recharge or depletion from water use would be less than significant. No mitigation is required.

**c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**

**i. Result in a substantial erosion or siltation on- or off-site;**

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<sup>24</sup> California Water Code Section 10912(a)(3).

<sup>25</sup> City of Santa Clara Water & Sewer Utility. Available: <https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/recycled-water-utility>. Accessed: December 2019.

<sup>26</sup> Valley Water. 2019. *Groundwater Condition Report, Santa Clara County*. Available: [https://www.valleywater.org/sites/default/files/2019-12/Final\\_Dec\\_2019\\_Report.pdf](https://www.valleywater.org/sites/default/files/2019-12/Final_Dec_2019_Report.pdf). Accessed: December 2019.

**Less than Significant.** The project site is located within the San Francisco Bay Watershed. Natural drainage features within this watershed include the Calabazas Creek, Saratoga Creek, and San Tomas Aquino Creek. San Tomas Aquino Creek is located adjacent to the project site, but implementation of the project would not result in alteration of the creek or any work in or near the creek. The creek already contains retaining walls to prevent future erosion. As described above, the project would include demolition of existing structures and impervious surfaces and construction of a new building and other impervious surfaces, resulting in an amount of impervious surface that is similar to existing conditions. Adherence to the required NPDES permitting described above would ensure the project does not result in substantial erosion. This impact would be less than significant. No mitigation is required.

**ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;**

**OR**

**iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff**

**Less than Significant.** The project would alter the drainage of the site to effectively convey stormwater within the new site plan. A drainage plan has been prepared and would be implemented as a part of the project. Through the City's design review process and standard conditions of approval, the applicant would be required to develop an acceptable on-site stormwater management plan. With adherence to this plan, stormwater volumes from the site would not be increased over existing conditions.

As project construction would involve ground disturbing activities of 1 acre or more, the project would be subject to the Municipal Regional NPDES Permit. This permit would require all post-construction runoff to be treated using LID treatment controls, such as biotreatment facilities. The site drainage would convey stormwater to onsite retention areas (LID) and/or to the City's stormwater system.

Once operational, the amount of surface runoff generated by the project would not increase compared to existing conditions, in compliance with the NPDES permit and City regulations. For this reason, the project would not contribute to stormwater runoff which would exceed the capacity of the existing or planned stormwater drainage system or to offsite flooding. As shown in **Figure 9** below, the project is located within FEMA Flood Zone X, areas determined to be outside the 0.2% annual chance floodplain. With implementation of the following BMPs required by the City, the project would not contribute substantial amounts of sediment to storm drain systems, and impacts resulting from erosion.

Prior to construction, the applicant shall prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the City, delineating efforts to control the discharge of stormwater pollutants. The SWPPP shall include control measures during the construction period for:

- Soil Stabilization practices,
- Sediment control practices,

- Sediment tracking control practices,
- Wind erosion control practices, and
- Non-storm water management and waste management and disposal control practices.

As such, the project would not contribute substantial amounts of sediment to storm drain systems, and impacts resulting from erosion or siltation during construction would be less than significant. No mitigation is required.

**d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?**

**Less than Significant.** As described above and shown in **Figure 9** below, the project is located within FEMA Flood Zone X, areas determined to be outside the 0.2% annual chance floodplain. The project site is not located in a tsunami or seiche zone. The project site is located approximately 24 miles from the Pacific Ocean and approximately 4 miles from San Francisco Bay; due to this distance, potential impacts related to a tsunami are minimal. Additionally, the project site is not susceptible to impacts resulting from seiche because of its distance from any large bodies of water. This impact would be less than significant.

**e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?**

**Less than Significant.** With implementation of permits and mitigation measures previously discussed, the project would not conflict with any activities outlined the 2016 Valley Water Groundwater Management Plan.<sup>27</sup> Therefore, the impact would be less than significant, and no mitigation is required.

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<sup>27</sup> Valley Water. 2019. *Groundwater Management Plan, Santa Clara County*. Available: <https://s3.us-west-2.amazonaws.com/assets.valleywater.org/2016%20Groundwater%20Management%20Plan.pdf>. Accessed: December 2019.



Not to Scale

**Legend**

- Special Flood Hazard Area Subject to Inundation by the 0.2% Annual Chance Flood
- Project Site



Flood Hazard Zones

Figure

9

Source: FEMA Flood Map Service Center, 2017

## 2.11 Land Use and Planning

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

The project site is in the central part of the City, south of US-101 and just west of the San Tomas Expressway. Land use designations surrounding the project site consist of light industrial, public/quasi-public, and low intensity office/research and development uses. The project site is zoned Planned Development (PD), however, the project seeks to rezone to Light Industrial (ML) There are no residential uses in the immediate vicinity of the project site. Surrounding development consists of one- to five-story buildings with large surface parking lots. Nearby uses include data centers, research and development buildings, biotech companies and other digital technology-oriented uses

CoreSite’s SV3, SV4, SV5, SV6, SV7 & SV8 data centers are immediately west of the project site along Stender Way and Coronado Drive. Corporate offices for ON Semiconductor (Semiconductor supplier) are immediately to the north while to the east is the San Tomas Aquino Creek and bike trail. Further to the east across the creek on Owen Street are various offices for Allegion, Crystal Instruments, Acculmage and Sentek Dynamics. The site is bound on the south by Central Expressway.

#### a) Would the project physically divide an established community?

**No Impact.** The project would not physically divide an established community. The project site is located in a developed area of commercial, industrial, public/quasi-public, and low intensity office/research and development uses. The project is consistent with the pattern of surrounding land uses.

Project improvements would generally be confined to an existing parcel that is accessible from public streets. Therefore, the project would not physically divide an established community, and no impact would occur.

**b) Would the project cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

**Less than Significant.** The General Plan land use designation for the project site is Light Industrial. No changes to the General Plan land use designation are proposed. This classification is intended to accommodate a range of light industrial uses, including general service, warehousing, storage, distribution and manufacturing. Data centers are a permitted use in the Light Industrial land use designation.

Historically, the project site was zoned Light Industrial, and is surrounded by industrial development. The project would require rezoning from Planned Development (PD) back to Light Industrial (ML), which will require City Council approval after a recommendation by the Planning Commission. Under the zoning ordinance, the Light Industrial zoning district is intended to provide an optimum general industrial environment, and it is intended to accommodate industries operating substantially within an enclosed building. The project would be consistent with the Light Industrial zoning district once the project site is rezoned from Planned Development to Light Industrial. The project applicant also seeks minor modification to increase the permitted height from 70 feet to 85 feet and a minor modification to land-bank a portion of the required parking. The rezoning and minor modifications would be completed as a part of the project approvals.

Employment density at the proposed facility would be relatively low, which is consistent with the intent of the Light Industrial General Plan Land Use designation. The General Plan provides maximum floor area ratios (FAR) for industrial uses in the City ranging from 0.45 for heavy industrial uses to 2.0 for high-intensity office/research and development uses. The maximum FAR for light industrial uses is 0.6. These floor area ratios reflect intended employment intensities assumed in the General Plan rather than assumptions or requirements for open space around industrial buildings. While the FAR for the proposed SV9 data center building would be 1.47 and therefore greater than the 0.6 FAR maximum for light industrial uses in the General Plan, it would not conflict with the uses or assumed employment intensity for the Light Industrial land use designation.

Therefore, the project would be consistent with the land use and zoning of the project site and would not result in any environmental impact related to land use or zoning. This impact would be less than significant.

## 2.12 Mineral Resources

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### *Discussion*

The City’s General Plan states that there are no significant mineral resources located within the City.

**a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?**

**No Impact.** There are no significant mineral resources located within the City. Therefore, the project would not have an impact to mineral resources that would be of value to the region or residents of the state. No impact would occur.

**b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?**

**No Impact.** As noted above, there are no significant mineral resources located within the City. Therefore, the project would not have an impact to mineral resources that would be of value to the region or residents of the state. No impact would occur.

## 2.13 Noise

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### *Discussion*

Information in this section was drawn from a site-specific noise and vibration study prepared in December 2019. The report is included in its entirety as **Appendix F** to this Initial Study.

Noise is typically described as any unwanted or objectionable sound and is technically described in terms of the loudness of the sound (amplitude) and frequency (pitch) of the sound. The standard unit of measurement of the loudness of sound is the decibel (dB). However, because the human ear is not equally sensitive to sound at all frequencies, the A-weighted decibel scale (dBA), which gives greater weight to the frequencies of sound to which the human ear is most sensitive, was devised to relate noise to human sensitivity.

The dBA measurement system is not an effective way to measure noise levels within a community, since community noise is always fluctuating and changing. Therefore, other methods of describing noise levels have been developed, the most common of which are the Community Noise Equivalent Level (CNEL) and

the Day-Night Noise Level ( $L_{dn}$ ).  $L_{dn}$  is an average of all noise levels recorded over a 24-hour period, with a 10-dB penalty for nighttime noise that occurs between 10:00 p.m. and 7:00 a.m. CNEL is also an average sound level over a 24-hour period, with a 10 dB penalty added for noise between 10:00 p.m. and 7:00 a.m. and an additional 5 dB penalty added for the evening hours of 7:00 p.m. to 10:00 p.m.

### Applicable Noise Standards

The City’s General Plan identifies noise and land use compatibility standards for various land uses in the City. The noise standard is 70 CNEL for industrial land uses and 55 dBA CNEL for residential land uses. Noise levels exceeding 70 dBA CNEL are considered incompatible with residential land uses. Compatibility levels are shown in **Table 2-11**.

**Table 2-11 General Plan Noise Standards**

Land Use Category	Exterior Noise Exposure CNEL (dB)					
	55-60	60-65	65-70	70-75	75-80	80-85
Residential	*	**	***	****	****	****
Office Buildings, Business Commercial and Professional, Retail	*	*	**	***	****	****
Industrial, manufacturing, utilities, agriculture	*	*	*	***	***	****
* <i>Generally Acceptable</i>	<i>Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements. Mobile homes may not be acceptable in these areas. Some outdoor activities might be adversely affected.</i>					
** <i>Conditionally Acceptable</i>	<i>New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Outdoor activities may be adversely affected. Residential: Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.</i>					
*** <i>Generally Unacceptable</i>	<i>New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design. Outdoor activities are likely to be adversely affected.</i>					
**** <i>Unacceptable</i>	<i>New construction or development shall not be undertaken.</i>					

Source: Santa Clara 2010-2035 General Plan, 2010

Chapter 9.10 of the Santa Clara City Code established the following regulations on construction work and fixed sources (Section 9.10.040) of noise:

- Construction activities are not permitted within 300 feet of residentially zone property except within the hours of 7:00 a.m. and 6:00 p.m. on weekdays and 9:00 a.m. and 6:00 p.m. on Saturdays. No Construction is permitted on Sundays or holidays, if there are residential properties within 300 feet.
- Noise levels from fixed sources are limited at residential uses and public space land uses (e.g., Mission College) to 55 dBA during the daytime (7:00 a.m. to 10:00 p.m.) and 50 dBA during the nighttime (10:00 p.m. to 7:00 a.m.).
- Noise levels at commercial and office land uses are limited to 65 dBA during the daytime (7:00 a.m. to 10:00 p.m.) and 60 dBA during the nighttime (10:00 p.m. to 7:00 a.m.).
- Noise levels at light industrial land uses are limited to 70 dBA day or night. The noise limits are not applicable to emergency work, including the operation of backup generators, pumps, or other equipment necessary to provide services during an emergency.<sup>28</sup>

Given that there are no residentially zoned properties or other sensitive land uses within 300 feet of the site (the closest residential area is approximately 1,400 feet from the project boundary), the project would not be subject to the Santa Clara City Code regulation on construction hours. The project would be subject to noise level performance standards for fixed noise sources, commercial and office uses, and light industrial uses. Section 9.10.070(a) of the City Code exempts “emergency generators and pumps or other equipment necessary to provide services during an emergency.”

### **Project Site Noise**

A noise monitoring survey was performed to quantify and characterize ambient noise levels at the site and in the project vicinity. The monitoring survey included two short-term noise measurements. The measurements ranged between 63 to 76 dBA  $L_{eq}$  between the hours of 4:00pm to 5:00pm, respectively. The noise monitoring survey found that the most predominate sources of noise measured in the project vicinity includes vehicular traffic, jet aircraft, and mechanical noise.

**a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

**Less than Significant with Mitigation.** As summarized below, with mitigation, both construction and operational noise impacts would be less than significant.

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<sup>28</sup> City of Santa Clara City Code. Chapter 9.10: *Regulation of Noise and Vibration*. Available: <http://www.codepublishing.com/CA/SantaClara/#!/SantaClara09/SantaClara0910.html>. Accessed: December 2019.

## Construction

Noise impacts resulting from construction depend upon the noise generated by various pieces of construction equipment, the timing and duration of noise-generating activities, and the distance between construction noise sources and noise-sensitive areas.

Construction noise impacts primarily result when construction activities occur during noise-sensitive times of the day (e.g., early morning, evening, or nighttime hours), the construction occurs in areas immediately adjoining noise-sensitive land uses, or when construction lasts over extended periods of time. Project construction is anticipated to occur over an approximate period of 36-48 months. However, noise would be generated during only a portion of this period, as interior construction activities would not be anticipated to generate substantial noise.

To evaluate whether the project would generate a substantial periodic increase in short-term noise levels at off-site sensitive receiver locations, this analysis uses a construction-related noise level threshold based on the Federal Transit Authority's (FTA) *Transit Noise and Vibration Assessment Manual* recommended noise level criteria for determining construction noise impacts as outlined in **Table 2-12**.

**Table 2-12 Construction Noise Criteria**

<b>Land Use</b>	<b>dBA Leq 8-Hour</b>	
Residential	80	70
Commercial	85	85
Industrial	90	90

Source: FTA, 2018

Over the course of a typical construction day, construction equipment would be located as close as 250 feet to the nearest industrial property, 1,400 to the nearest residential property, and 2,000 feet to the nearest commercial property. At a distance of 250 feet, construction activities are estimated to generate a noise level of approximately 66 dBA Leq (8-hour). Therefore, construction noise levels would not exceed 80 dBA Leq at any residential land use, 85 dBA Leq at any commercial property, or 90 dBA Leq at any industrial property. Construction of the project would not exceed City noise standards at surrounding properties.

## Operation

### *Off-Site Traffic Noise*

The project would generate approximately 248 trips per weekday. The project trip generation was estimated using the Institute of Transportation Engineers (ITE) established rate for data centers: 0.99 trips per 1,000 square feet. The rate has not been discounted to factor in pass-by trips or mode

split such as biking or transit. Based on the number of employees required for the project (18), the 248 trips are likely an overestimate of actual trips that would go to and from the project site. However, this number is used to present an analysis that factors in a reasonable worst-case scenario using established rates for data centers.

The existing 54,000 square foot light industrial use at the project site is estimated to generate approximately 268 trips per weekday based on the ITE trip generation factor for this use: 4.96 trips per 1,000 square feet. Thus, the project would result in a net decrease in trips on local roadways as compared to existing land use. Because the project would reduce overall vehicle trips as compared to existing conditions, the project would not result in an off-site traffic noise impact.

*On-Site Operational Noise*

The project would generate non-mobile operational noise that would be typical of data center uses. **Table 2-13** summarizes project-generated hourly operational noise levels at the nearest properties. The modeled noise scenario is based on 8 of the 16 generators operating at full power for one hour during testing and maintenance. As shown in **Table 2-13**, hourly operational noise levels of eight generators would exceed the City’s noise standards of 70 dBA Leq at the nearest industrial properties and 60 dBA Leq at the nearest commercial properties. Therefore, operational noise impacts would exceed City standards without the incorporation of noise abatement measures to limit the number of generators being tested at one time.

**Table 2-13 Modeled Project Hourly Noise Levels**

Receiver	Location	Hourly Noise Level (dBA Leq) 8 Generators	Hourly Threshold (dBA Leq) <sup>1</sup>	Threshold Exceeded?
R-1	2950 Stender Way	54	70	No
R-2	2972 Stender Way	50	70	No
R-3	2975 Stender Way	52	70	No
R-4	2360 Owen Street	69	70	No
R-5	2380 Owen Street	<b>72</b>	70	<b>Yes</b>
R-6	2800 San Tomas	70	70 <sup>2</sup>	No
R-7	2400 Condensa Street	<b>71</b>	70 <sup>2</sup>	<b>Yes</b>
R-8	2500 Condensa Street	67	70	No
R-9	2880 Northwestern Parkway	61	70	No

Source: Rincon, 2019

<sup>1</sup>Based on SCMC Section 9.10.40.

<sup>2</sup>Based on ambient noise level measurement location 2, the ambient noise level at these properties is 70 dBA Leq during daytime hours.

*Noise Abatement*

To determine the cause for the noise level exceedances identified in **Table 2-13**, noise modeling results were assessed for the dominant noise sources affecting each of the receivers. Based on the

review, the backup generators were identified as the dominant source from the project at each of receiver location. Therefore, several scenarios involving the testing and maintenance of different numbers of generators were evaluated for the project site. Based on the modeling results, if testing and maintenance were limited to six generators, noise levels would be at or below City standards. **Mitigation Measure NOI-1** would require that no more than six backup generators be tested at one time. As shown in **Table 2-14**, concurrent operation of six backup generators would not exceed the City’s noise standards. Therefore, operational noise impacts would be less than significant with implementation of **Mitigation Measure NOI-1**.

**Mitigation Measure NOI-1:** The project applicant shall ensure that no more than six generators are operated simultaneously during scheduled maintenance, and testing and these activities would only occur during the daytime between the hours of 7:00 a.m. and 10:00 p.m.

**Table 2-14 Modeled Project Hourly Noise Levels – With Mitigation**

Receiver	Location	Hourly Noise Level (dBA Leq) 6 Generators	Hourly Threshold (dBA Leq) <sup>1</sup>	Threshold Exceeded?
R-1	2950 Stendor Way	53	70	No
R-2	2972 Stendor Way	49	70	No
R-3	2975 Stendor Way	51	70	No
R-4	2360 Owen Street	68	70	No
R-5	2380 Owen Street	72	70	No
R-6	2800 San Tomas	69	70 <sup>2</sup>	No
R-7	2400 Condensa Street	70	70 <sup>2</sup>	No
R-8	2500 Condensa Street	65	70	No
R-9	2880 Northwestern Parkway	59	70	No

Source: Rincon, 2019

<sup>1</sup>Based on SJMC Section 20.50.300.

<sup>2</sup>Based on ambient noise level measurement location 2, the ambient noise level at these properties is 70 dBA Leq during daytime hours.

**b) Generation of excessive ground borne vibration or ground borne noise levels?**

**Less than Significant.** Construction activities have the potential to result in varying degrees of temporary ground vibration, depending on the specific construction equipment used and operations involved. Ground vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. The effects of ground vibration may be imperceptible at the lowest levels, low rumbling sounds and detectable vibrations at moderate levels, and damage to nearby structures at the highest levels. Project construction would result in vibration levels that would be felt in the immediate vicinity of construction activities and may be felt at nearby properties. Project operation would not have the potential to result in notable vibration.

SCMC Section 9.10.050 states that there would be a significant vibration impact if vibration is perceptible at the closest property line from the vibration source. This would occur if the project

would subject adjacent land uses to construction-related ground-borne vibration that exceeds the distinctly perceptible vibration annoyance potential criteria for human receivers of 0.3 inches per second peak particle velocity (in./sec. ppv). Vibration levels must be higher than 0.3 in./sec ppv to have the potential to damage structures.

The ground vibration levels associated with various types of construction equipment are summarized in **Table 2-15**. No pile driving would occur during construction of the project, and blasting would not be required. The project would including paving a large parking area which would involve the use of a vibratory roller. The vibratory roller would represent the greatest vibration source. At the nearest structures, which are as close as 75 feet from the project site, vibration levels are anticipated to be approximately 0.063 ppv in./sec. The nearest structures to the west are also data centers and do not contain vibration sensitive uses, such as laboratory equipment. However, the existing data centers have employees that may be affected by substantial vibrations. While some vibrations may be perceived, the 0.063 ppv in./sec. is less than the 0.3 in./sec ppv. recommended standard for human annoyance from transient sources. There would be no significant vibrations-related impacts, and no mitigation is required.

**Table 2-15 Vibration Source Levels for Construction Equipment**

Receptors	Approximate Vibration Level (in./sec .PPV)	Threshold (in./sec. PPV)	Threshold Exceeded?
R-1 and R-2	0.063	0.3	No
R-3	0.058	0.3	No

Source: Rincon, 2019

- c) **For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

**Less than Significant.** The San Jose International Airport is a public-use airport located approximately 2.4 miles southeast of the project site. The project site lies outside the 65 dBA CNEL 2022 noise contours. Exterior and interior noise levels resulting from aircraft would be compatible with the project. Therefore, this impact would be less than significant. No mitigation is required.

## 2.14 Population and Housing

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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Would the project:

a) Induce substantial unplanned population growth in an area, either directly, (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?





b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?





### Discussion

A jobs-to-housing ratio is generated by dividing the number of jobs in a city by the number of housing units in the same city. A balance between jobs and housing can help to alleviate issues such as congestion and transportation-related environmental impacts by allowing people to work closer to their homes. Given the high cost of housing in California and in the Bay Area in particular, most households require more than one wage-earner to afford housing in the region. The jobs-to-housing ratio in the City was estimated at 2.50 in 2010 and is projected to slightly decrease to 2.48 by 2040.<sup>29</sup>

Construction of large employment centers can induce population growth by enticing new employees to move from other locales. Population growth can also be induced through the creation of large housing development. In either case, rapid growth can disturb the jobs-housing balance of a city to create an imbalance and produce environmental impacts by increasing demand for services and infrastructure.

**a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

**Less than Significant.** The project is an industrial use that does not include the construction of residential units. The project is expected to require up to 18 employees, which would not result in a

<sup>29</sup> City of Santa Clara, General Plan, 2014.

substantial increase in employment such that population growth could be induced indirectly. No mitigation is required.

**b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

**No Impact.** There are no existing residential uses on the project site; therefore, the project would not displace individuals or residents, necessitating the construction of replacement housing elsewhere. No impact would occur.

## 2.15 Public Services

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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Would the project:

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### ***Discussion***

The information below was compiled through research of publicly available emergency service data. Although people may move to the City in order to work at the data center, it is more likely that local employees would be recruited. Regardless, this discussion assumes data center employees to be net new in order to present a conservative analysis.

#### **Fire protection**

Fire protection services for the project site are provided by the Santa Clara Fire Department (SCFD) which is comprised of 167 paid employees and a robust volunteer reserve. The SCFD has 10 fire stations

and responds to over 9,000 calls annually.<sup>30</sup> The closest fire station to the project site is Fire Station 2 located at 1900 Walsh Avenue, approximately 1 mile southeast of the project site.<sup>31</sup>

### **Police protection**

Police service to the project site is provided by Santa Clara Police Department (SCPD) which operates from its headquarters at 601 El Camino Real, approximately 2.5 miles southeast from the project site, and the Northside Police Station at 3992 Rivermark Parkway, approximately 2 miles northeast of the project site. The SCPD has 159 sworn officers, 80 support personnel and a varying number of part-time or per diem employees, volunteers and Police Reserves.<sup>32</sup>

### **Schools and Parks**

The Santa Clara Parks and Recreation Department provides parks and recreational services in the City. The Department is responsible for maintaining and programming the various parks and recreation facilities and works cooperatively with public agencies in coordinating all recreational activities within in the City. As of February 2020, the Department maintains and operates the City's 26 neighborhood parks, five mini parks, one community park, three open space sites and 14 recreation facilities. Recreation facilities include Community Centers, neighborhood park buildings and ten joint use facilities, playgrounds, restrooms, picnic areas, turf, trees, vegetation, and athletic fields. The closest neighborhood park to the project site is Bracher Park, which is approximately 0.5 miles southwest of the project site.

According to the General Plan, six public school districts serve in the City: Santa Clara Unified School District (SCUSD), San Jose Unified School District, Cupertino Union School District, Fremont Union High School District, Campbell Union School District, and Campbell Union High School District. The closest SCUSD schools to the project site are Bracher Elementary School, located at 2700 Chromite, and Scott Lane Elementary located at 1925 Scott Boulevard, 0.5 mile southwest and 1.3 mile southeast, respectively.<sup>33</sup>

### **a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to**

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<sup>30</sup> Santa Clara Fire Department. History of the Fire Department. Available: <https://www.joinscfd.org/about-scfcd>. Accessed: October 2019.

<sup>31</sup> Santa Clara, Public Safety, Fire Stations and Police Stations within Santa Clara, available at: <http://missioncity.maps.arcgis.com/apps/MapTour/index.html?appid=15779cefd9bc463d8bc6229b61d921d5>

<sup>32</sup> Santa Clara Police Department. About Us. Available: <http://santaclaraca.gov/government/departments/police-department/about-us>. Accessed: February 2020.

<sup>33</sup> Santa Clara Unified School District. School Directory. Available: <https://www.santaclarausd.org/site/Default.aspx?PageType=1&SiteID=8&ChannelID=44&DirectoryType=6>. Accessed: October 2019.

**maintain acceptable service ratios, response times, or other performance objectives for any of the public services:**

**i. Fire protection impacts?**

**OR**

**ii. Police protection?**

**Less than Significant.** Fire and police protection services are currently provided to the project site by the SCFD and SCPD. The project would adhere with current fire codes to reduce potential fire hazards and would be consistent with appropriate safety standards to minimize criminal activity.

Implementation of the project would not create a substantially increased demand for police or fire services. The project would introduce a daily maximum of 18 employees the site (8 daytime employees and two shifts of 5 nighttime employees), which is anticipated to be a decrease compared to the current use of the site as office suites. Because the project would not include housing or other uses that would induce substantial population growth in the area, the project would not increase demand on fire or police protection providers such that new facilities would be required. Therefore, this impact would be less than significant. No mitigation is required.

**iii. Schools?**

**OR**

**iv. Parks?**

**Less than Significant.** The project would not include any residential uses. As stated in the introduction, this analysis assumes that all data center employees (up to 8 during the day and 5 at night) would be new to in the City. However, this small net increase in the daily employee population in the City would not result in a substantial increase in usage of local recreational facilities. Although future employees might use City parks or trails for running and similar outdoor exercise, this use would be unlikely to place a major physical burden on existing parks. If new employees were to use local recreational facilities, the number of users is likely to decrease when compared to existing conditions as the number of employees working onsite would decrease with implementation of the project. Likewise, this small net increase in daily employee population would correspond to a negligible increase in school-aged children. Therefore, the project would not have a significant impact on school or park facilities in the City. No mitigation is required.

**v. Other public facilities?**

**No Impact.** Open space and other public facilities such as libraries are typically provided to serve residents within the City. Given the project has no residential component, project implementation would not increase demand for other public facilities. Therefore, no impact would occur.

## 2.16 Recreation

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Discussion

As discussed under **Section 2.15, Public Services**, the Parks and Recreation Department provides parks and recreational services in the City. The Department is responsible for maintaining and programming the various parks and recreation facilities and works cooperatively with public agencies in coordinating all recreational activities within the City. According to the City's map of parks and pool facilities around the City, the nearest general use public park to the project site is Bracher Park, located 0.5 miles southwest of the project site. Effects to park and recreation resources are typically correlated to increases in population from the addition of residential uses.

**a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

OR

**b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

**Less than Significant.** The project would not include any residential uses. Although future employees might use City parks or trails for running and similar outdoor exercise, this use would be unlikely to place a major physical burden on existing parks and would not require the construction or expansion of recreational facilities. It is anticipated that at most, 18 employees would be present at the project site every 24 hours. It is likely that employees would live locally and therefore would

not increase the usage of nearby recreational facilities. Therefore, the project would not have a significant impact on park facilities in the City and no mitigation would be required.

## 2.17 Transportation

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion

The following discussion qualitatively analyzes potential impacts on the local transportation network.

#### Regional Access

Regional access to the project site is provided by US-101, located north of the project site. US-101 is a north-south freeway which extends northward through San Francisco and southward through San Jose. Primary access to and from US-101 is provided via San Tomas Expressway and Central Expressway.

#### Local Access

Roadways that provide primary vehicular circulation to the project site include Central Expressway, San Tomas Expressway, Coronado Drive, and Stender Way. Access provided by each roadway is discussed below:

- **Coronado Drive** is a two-lane divided north-south arterial in the vicinity of the project site. Coronado Drive connects Scott Boulevard to Central Expressway.

- **Stender Way** is a two-lane side street that connects local businesses to Coronado Drive and Central Expressway. Stender Way stems from Coronado Drive and terminates at Central Expressway.
- **San Tomas Expressway** is a generally north-south expressway with a full cloverleaf interchange at US-101. San Tomas Expressway becomes Montague Expressway north of US-101.
- **Central Expressway** is generally a six-lane east-west expressway.

The City's General Plan provides traffic conditions in the vicinity of the project site for existing (2008) and future (2035) conditions. The level of service (LOS) on Central Expressway between Bowers Avenue and San Tomas Expressway, where Stender Way is located, was LOS D in 2008 and is expected to become LOS E in 2035.

The Santa Clara Valley Transportation Authority (VTA) provides bus services within Santa Clara County. Three local bus routes operate in the project vicinity: route 57, 58 and 304. Route 57 operates between the Santa Clara Convention Center and West Valley Community College Transit Center with a stop .45-mile west of the project site on Bowers Avenue. Route 58 operate between the Alum-Rock Santa Teresa Light Rail Station and the West Valley Community College Transit Center with a stop .45-mile west of the project site on Bowers Avenue. Route 304 operates between the Sunnyvale Transit Center and the Santa Teresa LRT Station with two stops near the project site. One stop is 0.3-mile north east of the project site on Scott Boulevard and Bowers and the other is .57-mile northwest of the project site on Scott Boulevard and San Tomas Expressway.

**a) Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?**

**Less than Significant.** Several intersections within the project vicinity are listed in the 2017 Congestion Management Plan (CMP) Monitoring and Conformance Report published by VTA.<sup>34</sup> Such intersections include San Tomas Expressway/Monroe Street and Central Expressway/Scott Boulevard. These intersections both currently operate at an acceptable LOS of E or better.

According to the Institute of Transportation Engineers (ITE), data centers feature among the lowest trip generation rates at 0.99 trips daily per every 1,000 square feet.<sup>35</sup> Using the ITE rate, the project would produce an estimated 248 total daily trips. The rate has not been discounted to factor in pass-by trips or mode split such as biking or transit. Based on the number of employees required for the project (18), the 248 trips are likely an overestimate of actual trips that would go to and from the project site. However, this number is used to present an analysis that factors in a reasonable worst-case scenario using established rates for data centers.

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<sup>34</sup> VTA. 2016. *2016 CMP Monitoring and Conformance Report*. Accessed: December 2019.

<sup>35</sup> Institute of Transportation Engineers. 2012. *Trip Generation Manual: 9th Edition*. Accessed: December 2019.

The existing 54,000 square foot light industrial use at the project site is estimated to generate approximately 268 trips per weekday based on the ITE trip generation factor for this use: 4.96 trips per 1,000 square feet. Thus, the project would result in a net decrease in trips on local roadways as compared to existing land use.

The generation of 248 daily trips would be consistent with the local zoning (PD) which allows for data center uses, and the amount of traffic generated by the project can reasonably be accommodated on the existing roadway system based on existing and future LOS forecasts. Therefore, the project would not conflict with any applicable plan, ordinance or policy establishing measures of effectiveness for performance of the circulation system.

The City's Climate Action Plan (CAP) requires a Transportation Demand Management (TDM) Plan for selected land uses in various regions of the City. The General Plan land use designation for the Project site is Light Industrial, and there is currently no CAP requirement for a TDM Plan for light industrial uses. Given the very low number of employees anticipated for the data center, there is no TDM Plan proposed for the project.

**b) Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?**

The project site is located less than 0.5 miles from several transit stops, as described above. Based on CEQA Guidelines Section 15064.3(b)(1), land use projects within 0.5 miles of a transit stop along an existing high-quality transit corridor should be presumed to cause a less than significant transportation impact.

On June 23, 2020, the Santa Clara City Council adopted a resolution establishing a new Transportation Analysis Policy to address Senate Bill 743, transitioning CEQA significance thresholds away from level of service to VMT. The City's Transportation Analysis Policy echoes CEQA Guidelines Section 15064.3(b)(1) in setting criteria to exempt projects from a quantitative VMT analysis. Because the project site is within 0.5 miles of a transit stop along a high-quality transit corridor, it is exempt under the City's policy. Therefore, the project would not conflict with CEQA Guidelines section 15064.3, and the project's impact on transportation is considered to be less than significant. No mitigation is required.

**c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

**No Impact.** The project does not include any changes to local streets, intersections, or involve incompatible land uses. Access to the project site would continue to be provided via curb cuts on Stender Way. There would be no reconfiguring of nearby by streets such as Central Parkway or Coronado Drive. As such, the project would not introduce or increase hazards to design features. No impact would occur.

**d) Would the project result in inadequate emergency access?**

**No Impact.** Emergency access to the project site would continue to be provided by existing roadways. Emergency access would be provided via curb cuts on Stender Way. As a condition of approval, the project would be required to comply with all emergency access standards of the Santa Clara Fire Department and Police Department. Therefore, the project would not result in inadequate emergency access. No impact would occur.

## 2.18 Tribal Cultural Resources

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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Would the project:

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### ***Discussion***

Information in this section was incorporated from a Sacred Lands File search and a CHRIS records search, which were completed for the project site in December 2019 and January 2020.

**a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**

**i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)**

**OR**

**ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.**

**Less than Significant with Mitigation.** As stated above in **Section 2.5, Cultural Resources**, there are no known archeological or built historic resources on the project site, and the likelihood to encounter archeological or other buried cultural resources is moderately low.

A Sacred Lands File search was requested on December 6, 2019. The Sacred Lands File, operated by the Native American Heritage Commission (NAHC), is a confidential set of records containing places of religious or social significance to Native Americans. A response from the NAHC was received on December 12, 2019 and indicated that Native American cultural sites have not previously been identified on the project site. The NAHC recommended consultation with six tribes associated with the region. On July 6, 2020, the City sent email notifications to the following Native American tribes: Amah Mutsun Tribal Band, Amah Mutsun Tribal Band of Mission San Juan Bautista, Indian Canyon Mutsun Band of Costanoan, Muwekma Ohlone Indian Tribe of the SF Bay Area, North Valley Yokuts Tribe, and the Ohlone Indian Tribe. The emails were followed with letters mailed to each Tribe on July 9, 2020. The emails and letters contained information about the project; an inquiry for any unrecorded Native American cultural resources or other areas of concern within or adjacent to the project site; and a solicitation of comments, questions, or concerns with regard the project. To date, no responses have been received. The tribes that were identified and contacted by the City will be given notice of the availability of this Draft IS/MND to ensure that they have the opportunity to comment on the project during the public circulation period.

In accordance with Section 21080.3.1 of the California Public Resources Code and AB 52, the City has provided a Notice of Opportunity to Native American tribes to request consultation for projects within the city. To date, the City has not received any requests from regional tribes to be included on the AB 52 list.

In addition to tribal consultation should it be requested, implementation of **Mitigation Measure CUL-1 and CUL-2** would ensure any previously unidentified Native American archeological resources or remains encountered during construction are handled appropriately. With implementation of these mitigation measures, impacts to tribal cultural resources would be less than significant.

## 2.19 Utilities and Service Systems

	Significant Impact	Less than Significant with Mitigation Incorporated	Less-than-Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### *Discussion*

#### **Potable Water**

The City provides water service through their Department of Water and Sewer Utilities and would serve the project site. The City's water and utilities system consists of approximately 335 miles of water mains,

7 storage tanks, and 26 wells that tap the underground aquifers and make up 62 percent of the City's water supply.<sup>36</sup> The City's water system produces and average of 15.7 million gallons per day, and has 28.8 million gallons of water storage capacity.<sup>37</sup> The remainder of the City's potable water supply is purchased from two wholesale water agencies: Valley Water and the San Francisco Hetch Hetchy System. Sixteen percent of the City's water use is composed of recycled water, discussed below. Existing utility connections on site include domestic water, electrical, gas, and sewage pipelines on Stender Way.

### **Recycled Water**

Recycled water within the City is supplied from the jointly owned San Jose-Santa Clara Regional Wastewater Facility (RWF). Recycled water from the plant is delivered to the City through a system of water pipelines totaling 33 miles.<sup>38</sup> The City utilizes recycled water in order to offset and conserve use of potable water citywide. Recycled water is primarily used for irrigation within the City, however, several industries use recycled water in industrial processes, cooling towers, or for flushing toilets in dual plumbed buildings.<sup>39</sup>

### **Wastewater**

Wastewater from the City is collected and treated at the RWF. The RWF provides primary, secondary, and tertiary treatment of wastewater and has capacity to treat 167 million gallons per day, with an average of 110 million gallons per day.<sup>40</sup>

The City owns and operates the wastewater collection system within the City. According to the City's Urban Water Management Plan, the system includes over 270 miles of sewer mains and 7 pump stations to convey an average of 15 million gallons per day of wastewater to the RWF, located just north of Highway 237 in San Jose.

### **Solid Waste**

According to the City's General Plan EIR, solid waste collection services are provided by Mission Trail Waste Systems through a contract with the City. Mission Trail Waste Systems also has a contract to implement the Clean Green portion of the City's recycling plan by collecting yard waste. The City has an arrangement with the owners of the Newby Island Landfill, located in San Jose, to provide disposal

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<sup>36</sup> City of Santa Clara Water & Sewer Utility. Available: <https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/water-utility>. Accessed: December 2019.

<sup>37</sup> City of Santa Clara Water & Sewer Utility. Fact Sheet. Available: <https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/fact-sheet>. Accessed: December 2019.

<sup>38</sup> City of Santa Clara Water & Sewer Utilities. Recycled Water Utility. <https://www.santaclaraca.gov/our-city/departments-g-z/water-sewer-utilities/recycled-water-utility>. Accessed: December 2019.

<sup>39</sup> City of Santa Clara Water and Sewer Utilities. 2015. *Urban Water Management Plan*. <http://santaclaraca.gov/home/showdocument?id=48088>. Accessed: December 2019.

<sup>40</sup> City of San Jose. *San Jose-Santa Clara Regional Wastewater Facility Fact Sheet*. <https://www.sanjoseca.gov/home/showdocument?id=32061>. Accessed: December 2019.

capacity for the City. The Newby Island Landfill is currently permitted to operate until 2041. Recycling services are provided through Stevens Creek Disposal and Recycling.

### **Natural Gas and Electricity Services**

Electric and gas services within the City are provided by SVP and Pacific Gas and Electric (PG&E), respectively. SVP owns more than 510-MW of electric-generating resources supplemented by purchase agreement for 261-MW of additional capacity for a total capacity of 771-MW. This capacity far exceeds the City's current peak electricity demand of approximately 526-MW. No new generation peak capacity is necessary to meet the capacity requirements of new construction.

**a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

**Less than Significant.** The project would include nine modular chiller plants located in the chiller yard adjacent to the SV9 data center. Adiabatic fluid coolers would be installed on the roof of the data center. Each 1,575-ton chiller would be supported by five adiabatic fluid coolers, for a total of 45 adiabatic fluid chillers. The adiabatic fluid coolers require minimal make-up water and would collectively use approximately 18 acre-feet annually, or 5,865,325 gallons. This volume is less than the current demand at the project site. Therefore, the project would not require new or expanded water facilities.

The project site is currently served by the RWF. The anticipated wastewater generated per employee is 20 gallons per person per 8 hours in a work day. It is anticipated that up to 8 employees would work during daytime work hours and up to 5 employees per shift would work in the building in the evening and overnight, for a total of up to 18 employees every 24 hours. Therefore, wastewater generated by employees is estimated to be approximately 360 gallons per day. Based on the current use of the site as office suites, it is anticipated that the number of employees onsite would decrease with project implementation. This would result in a reduction in wastewater generated. Therefore, the project would not require new or expanded wastewater facilities.

The project would include alterations to the project site to provide proper drainage. As discussed in **Section 2.10, Hydrology and Water Quality**, permitting requirements would ensure the project does not result in a net increase in stormwater leaving the site. Onsite stormwater design is included in this analysis, and no offsite stormwater infrastructure improvements or changes would be needed. Therefore, the project would not require new or expanded stormwater facilities, other than those analyzed in this Initial Study.

The project would be served by SVP, which has adequate capacity for the project.<sup>41</sup> The project includes construction of a new substation onsite, the environmental effects of which are analyzed in this Initial Study. No new or expanded offsite SVP facilities would be required to serve the project.

The existing natural gas and telecommunications facilities available onsite would be adequate to serve the project, and no offsite changes to gas or telecommunications facilities would be required. Based on the above, this impact would be less than significant, and no mitigation is required.

**b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

**Less than Significant.** The City's Water and Sewer Utilities system currently serves the project site. The project would require potable water for restrooms, the break area, and to run the cooling system. As previously discussed in **Section 2.10, Hydrology and Water Quality** and in the Valley Water Groundwater Management Plan, the City has sufficient potable water supplies to service the project. Compared to existing conditions, implementation of the project is anticipated to result in a net reduction in water use at the site. Therefore, there would be no need to develop additional resources or entitlements to serve the project. There would be a less-than-significant impact. No mitigation is required.

**c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

**Less than Significant.** As stated above, the RWF has available capacity to serve the project (see discussion for **questions 2.19 "a" and "b"**). Compared to existing conditions, the project is anticipated to result in an overall reduction in wastewater generation. Therefore, the project would not require the construction of new water or wastewater treatment facilities, and any impacts would be less than significant. No mitigation is required.

**d) Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

**Less than Significant.** Construction activities such as demolition, utility trenching, and foundation excavation would generate construction debris and excavated materials on site. Where feasible, such material would be used on site or recycled to reduce impacts on local and regional landfills. Material that cannot feasibly be used on site or recycled would be off-hauled by trucks to the Newby Island Sanitary Landfill. Before export, soils would be tested to determine if disposal at a hazardous materials facility is required, as discussed in **Section 2.9, Hazards and Hazardous Materials**.

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<sup>41</sup> Silicon Valley Power, Will-Serve Letter dated August 7, 2019

Once operational, solid waste generated by the project would be disposed at the Newby Island Sanitary Landfill, which is contracted to provide disposal capacity for the City and has a closing date of 2041. The landfill currently has approximately 37 percent of its maximum capacity available.<sup>42</sup> It is assumed that the amount of solid waste generated by the project would be minimal, as there would be a maximum of 18 employees daily. Further, the project is anticipated to reduce the number of employees working onsite compared to existing conditions. Therefore, the project would not result in an increase of solid waste at the Landfill that would exceed its capacity. Furthermore, the project would adhere to the City's recycling and waste reduction programs. Given this, the project would be served by a landfill with sufficient capacity to service to the project. There would be a less-than-significant impact. No mitigation is required.

**e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?**

**Less than Significant.** Assembly Bill 939 (AB 939) relates to solid waste diversion requirements for the State of California. In 1995, all jurisdictions in California were required by AB 939 to divert 25 percent of waste generation from landfill. By the year 2000, all California Jurisdictions were required to divert 50 percent of waste generation from landfills. The Solid Waste Disposal Measurement System Act, California Senate Bill 1016 (SB 1016), was passed in 2008 and required the AB 939 50 percent diversion requirement to be calculated in a per capita disposal rate equivalent.

In the year 2010, the City reported an annual per capita disposal rate of 7 pounds per day (PPD) per employee, surpassing the Per Employee Disposal Target Rate of 9 PPD set for the City by the California Department of Resources Recycling and Recovery (CalRecycle). It is assumed that the amount of solid waste generated by the 18 daily employees would be minimal and would result in an overall reduction in solid waste compared to existing conditions. Therefore, the project would not result in a net increase of solid waste in the City that would jeopardize the City's consistency with AB 939 and SB 1016. Given this, the project would have a less-than-significant impact. No mitigation is required.

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<sup>42</sup> California Department of Resources Recycling and Recovery (CalRecycle). Solid Waste Information System, Newby Island Sanitary Landfill. <https://www2.calrecycle.ca.gov/swfacilities/Directory/43-AN-0003>. Accessed: December 2019.

## 2.20 Wildfire

	Significant Impact	Less than Significant with Mitigation	Less-than-Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### ***Discussion***

The project site is located in a developed urbanized area just south of the San Tomas Expressway and Highway 101 intersection. The project site is developed with an existing one-story multi-use office space, parking lot and landscaping along Stender Way. The California Department of Forestry and Fire Protection identifies fire hazards based on relevant factors such as fuels, terrain, and weather. There are no Fire Hazard Severity Zones (FHSZ) within the urbanized portion of Santa Clara County that are ranked with moderate to high fire susceptibility. The project site is and the majority of the City is not located within a Very High Fire Hazard Severity Zone (VHFHSZ).

**a) Substantially impair an adopted emergency response plan or emergency evacuation plan?**

**OR**

**b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

OR

- c) **Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

OR

- d) **Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

**Less than Significant.** As mentioned above in **Section 2.15, Public Services**, there are no formal evacuation routes or emergency response plans near the project site that would be impacted by the project. The project site and surrounding area are relatively flat and developed with urban uses, preclude factors such as slopes or strong winds from exacerbating wildfire risk. Similarly, post-fire impacts such as drainage changes and landslides would not occur as the project site and its surroundings are highly urbanized and flat and do not have any steep slopes or hillsides that would be susceptible to landslides or flooding. The project is located on an existing developed site and would not require the installation or maintenance of infrastructure that may exacerbate fire risk. Further, the project site is not located within a FHSZ.<sup>43</sup> This impact would be less than significant.

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<sup>43</sup> Santa Clara County, Fire Hazard Severity Zones on SRA. Adopted by CAL FIRE November 7, 2007. Available: [https://osfm.fire.ca.gov/media/7271/fhszs\\_map1.pdf](https://osfm.fire.ca.gov/media/7271/fhszs_map1.pdf). Accessed: December 2019.

## 2.21 Mandatory Findings of Significance

	Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Does the project:				
a) Have the potential to degrade quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Discussion

- a) **Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?**

**Less than Significant with Mitigation.** As described in **Section 2.4, Biological Resources, Section 2.5, Cultural Resources,** and **Section 2.18, Tribal Cultural Resources,** the project includes mitigation measures to reduce potential impacts to wildlife and cultural resources. Implementation of

mitigation measures described in this Initial Study would reduce all potentially significant impacts of the project to a less-than-significant level.

- b) Does the project have impacts that are individually limited, but cumulative considerable? (“Cumulative considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

**Less than Significant with Mitigation.** Cumulative impact analysis determines whether an individual project in combination with other approved or foreseeable projects would result in significant impacts. If cumulative impacts could occur, cumulative analysis asks whether the project’s contribution to the significant cumulative impact would be cumulatively considerable.

The analysis of cumulative impacts for each environmental factor can employ one of two methods to establish the effects of other past, current, and probable future projects. A lead agency may select a list of projects, including those outside the control of the agency, or, alternatively, a summary of projections. These projections may be from an adopted general plan or related planning document, or from a prior environmental document that has been adopted or certified, and these documents may describe or evaluate the regional or area-wide conditions contributing to the cumulative impact.

This Initial Study evaluates cumulative impacts using the City’s General Plan Integrated Environmental Impact Report (EIR) (2011). The General Plan Integrated EIR evaluated future development, as identified in the current General Plan, and concluded that the following significant environmental impacts would occur.

- Exacerbation of land use impacts arising from the jobs –housing imbalance;
- Degradation of traffic operations on regional roadways and highways within the City of an unacceptable level of service;
- Contribution to solid waste generation beyond available capacity after 2024;
- Contribution to GHG emission exceeding the City’s emission reduction target for 2035; and
- Increase in localized traffic noise level on roadway segments throughout the City.

### **Transportation**

As described in **Section 2.17, Transportation**, traffic operations would decrease compared to existing uses. The General Plan Integrated EIR states that despite the General Plan’s overall land use-transportation efficiency, future development would nonetheless generate substantial additional traffic volumes that would cause congestion along certain roadway segments within the City’s jurisdiction for which, in most cases, no feasible mitigation (i.e. ability to add new travel lanes) exists. However, the project would result in a net decrease in trips on local roadways as compared to existing land use. Therefore, the project’s contribution to this significant impact would not be cumulatively considerable.

## Population and Housing

The General Plan Integrated EIR identified significant cumulative land use impacts from the build-out of the General Plan land use designations, in conjunction with other regional development. The EIR concluded that the proposed land uses would create a regional jobs-housing imbalance, as workers who are unable to live near their employment would commute long distances from outlying areas. As described in **Section 2.14, Population and Housing**, the project would not result in a substantial increase in employment. Therefore, the project's contribution to this significant impact would not be cumulatively considerable.

## Utilities and Service Systems

As previously discussed in **Section 2.19, Utilities and Service Systems**, the project would not result in a significant increase in solid waste generation. Although the General Plan Integrated EIR identified solid waste generation as a significant impact, the amount of solid waste generated by the project operations would be minimal, as data centers typically require very little equipment turnover, and there would be a maximum of 18 employees every 24 hours. Therefore, the project's contribution to this significant cumulative impact would not be cumulatively considerable. Further, the Newby Island Landfill was permitted to operate until 2041 after the General Plan Integrated EIR was certified (the General Plan EIR assumed a 2024 closure date), making this impact potentially moot.

## Greenhouse Gas Emissions

As previously discussed in **Section 2.8, Greenhouse Gas Emissions**, the project's GHG emissions would be consistent with applicable plans, policies and regulations. Therefore, the project's contribution to this significant cumulative impact would not be cumulatively considerable.

## Noise and Vibration

As previously discussed in **Section 2.13, Noise and Vibration**, with implementation of **Mitigation Measures NOI-1, NOI-2, and NOI-3** the project would not exceed applicable noise level standards for the project site. Although the General Plan Integrated EIR identified a significant impact related to the localized noise increase in traffic noise level on roadway segments, the project would not result in a net increase in traffic on surrounding roadways and highways and would not contribute to an increase in traffic noise levels. Therefore, the project would not contribute to this significant cumulative impact.

**c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

**Less than Significant with Mitigation.** As previously discussed throughout this Initial Study, the project would not result in significant environmental impacts on human beings with implementation of mitigation measures. Mitigation measures are identified in this Initial Study to reduce potential

significant impacts related to air quality impacts, hazards, and noise which could otherwise effect humans. Implementation of these mitigation measures would ensure that the project would not result in impacts that would cause significant impacts on human beings, either directly or indirectly.

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**SV9 DATA CENTER PROJECT  
2905 STENDER WAY**

**Response to Comments**

**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared by:**

**Circlepoint**

**46 South 1st Street**

**San Jose, CA 95113**

**Prepared for:**

**City of Santa Clara**

**1500 Warburton Avenue**

**Santa Clara, CA 95050**

**(408) 615-2450**

**January 2021**

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**SV9 DATA CENTER  
2905 STENDER WAY**

**Response to Comments**

**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared for:**

**City of Santa Clara**

**1500 Warburton Avenue**

**Santa Clara, CA 95050**

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**Prepared by:**

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**San Jose, CA 95113**

**January 2021**

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## RESPONSE TO COMMENTS

The key purpose of circulating an Initial Study/Proposed Mitigated Negative Declaration (IS/MND) is to collect comments on the accuracy of the information, to detect omissions and discover public concerns (California Environmental Quality Act [CEQA] Guidelines § 15073).

The City of Santa Clara Planning Division provided a 30-day public comment period for the IS/MND for the 2905 Stender Way Data Center Project beginning on July 29, 2020 and ending on August 28, 2020. This document lists individuals who provided comments on the IS/MND, provides copies of written comments received, and responses to those comments. As required by CEQA, these responses address comments received during the public review period (Pub. Res. Code § 21091(d); CEQA Guidelines § 15073) and provide responses to the comments prior to consideration of adopting the final MND (Pub. Res. Code § 21092.5 (b)). Where the text of the Initial Study has been revised in response to a comment or concern, the revised text is included as part of the response with revisions shown using the following conventions: text added to the Initial Study is shown in underline, and text deleted from the Initial Study is shown in strikethrough.

## LIST OF COMMENTERS

Two letters were received in response to the IS/MND. The City acknowledges the receipt of the comments and has provided responses below. Each comment letter was individually addressed by the City of Santa Clara Planning Division. Each comment letter has been assigned a number. Individual comments from each letter are identified by a number that corresponds to the comment letter and individual comment within that letter. For example, letter 1, comment 1, is addressed in Response 1-1. A copy of the comment letters is provided after the responses to individual comments (see **Table 1**).

**Table 1 – Index of Commenters**

<i>Letter Number</i>	<i>Date of Comment</i>	<i>Commenter</i>
1	August 27, 2020	Greg Nudd, Deputy Air Pollution Control Officer, Bay Area Air Quality Management District (BAAQMD)
2	August 28, 2020	Kyle C. Jones, Esq., Adams Broadwell Joseph & Cardozo; James J. J. Clark, Ph.D., Clark & Associates

Source: Circlepoint, 2020, City of Santa Clara, 2020

## Response to Comment Letter 1

1-1 CEQA requires a good faith effort to evaluate GHG emission impacts based on available information at the time the analysis is prepared. Given the broad, complex nature of greenhouse gas (GHG) emissions across the State, it is appropriate and necessary that project-

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level analysis be guided by State and regional policies. Achieving the State's long-term targets (EOs S-3-05 and B-55-18) will depend on substantial technical innovation in GHG emission reduction measures and changes in legislation and regulations that will need to occur over the next 25 to 30 years. Additionally, GHG emissions are a cumulative issue and long-term reduction targets need to be planned for at the State, regional, and city-wide levels to ensure accuracy. Therefore, in the absence of a local, regional, or statewide plan to compare against, it would be too speculative and arbitrary to determine a threshold of significance addressing 2045 and 2050 targets for this individual project.

The California Air Resources Board (CARB) has not yet adopted a plan that establishes a pathway to achieving the State's long-term targets for years 2045 and 2050, nor has the Bay Area Air Quality Management District (BAAQMD). Locally, the City's Climate Action Plan (CAP) is aligned with Statewide 2020 GHG reduction goals. The City of Santa Clara is currently updating its CAP to align with new State requirements and will include a 2045 carbon neutrality target; however, the draft CAP update is still under development. Therefore, appropriate guidance on thresholds for project-level analysis does not exist at the State, regional, or local level for 2045 or 2050 GHG reduction targets.

In the absence of adopted plans for attainment of 2045 and 2050 targets, the City has elected to analyze consistency with the current CAP, consistency with existing BAAQMD thresholds where appropriate, and consistency with statewide 2030 reduction goals as outlined in CARB's 2017 Scoping Plan Update. The 2017 Scoping Plan Update outlines a detailed path to achieve statewide 2030 reduction targets on a sector-by-sector basis. Use of these plans ensures that the City's CEQA analysis is consistent on a project-by-project basis and is aligned with the City's standard practice of using plan consistency as a threshold of significance for GHG emissions on data center projects.

Further, in absence of State or regional guidance on the role diesel engines will play in achieving the 2045 or 2050 target, it would be speculative and arbitrary to make a significance determination on this issue. The City has joined BAAQMD's Diesel Free by '33 program, which at this time primarily focuses on diesel-free alternatives to mobile source emissions such as trucks, buses, cars, and construction equipment. As stated above and outlined in the applicant's letter on available and feasible technologies (included as **Attachment A**), there are no available and feasible alternatives to diesel backup generators at this time.

Based on the above, no change has been made to the significance determinations in the IS/MND. Impacts related to GHG emissions are less than significant, and no mitigation is required. BAAQMD has requested that the City require the project applicant to further reduce GHG emissions through alternative technologies or other means. This is not required under CEQA and is not be included as mitigation in the Final MND. However, the project applicant has agreed to purchase and use renewable diesel fuel, so long as renewable diesel is readily available and can feasibly meet the fuel needs of the project (see **Attachment A**).

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1-2 A revised health risk screening assessment was completed in September 2020 and is included as **Attachment B**. The initial health risk screening assessment analysis was conducted using BAAQMD's *Stationary Source Risk & Hazard Analysis Tool* (2012) which has since been replaced with the *Permitted Stationary Source Risk and Hazards* mapping tool (2017) that includes data from stationary sources (diesel generators) at nearby CoreSite data centers. The revised health risk screening assessment also includes the Grace Adult Day Health Care Center as a new sensitive receptor.

As demonstrated in the revised analysis (**Attachment B**), operation of the diesel generators equipped with a diesel particulate filter for 50 hours per year (based on BAAQMD permitting) would result in an exceedance of BAAQMD's single-source significance thresholds for excess cancer risk at the nearest sensitive receptor, Grace Adult Day Health Care Center, but not chronic risk or ground level PM<sub>2.5</sub> concentrations. Mitigation Measure AQ-2 as provided in the IS/MND limited non-emergency operation of the diesel generators to 18 hours annually per generator. The revised analysis demonstrates that the annual limit should be revised to 11 hours annually to avoid this environmental impact. This limit on diesel generator testing and maintenance is in line with the applicant's testing and maintenance program and is therefore feasible. Mitigation Measure AQ-2 is revised as follows:

**Mitigation Measure AQ-2:** In order to reduce NO<sub>x</sub> emissions below the BAAQMD threshold, the applicant shall limit non-emergency operation (including testing and maintenance) of each backup diesel generator to no more than ~~18~~ 11 hours per year.

Section 15073.5 of the 2020 CEQA Guidelines Section outlines the type of changes to an IS/MND which do and do not require recirculation of the document. Based on the definition of "substantial revision" provided in Section 15073.5(b) and the guidance provided under Section 15073.5(c), which allows for mitigation measures to be revised or replaced with equally effective measures and allows for the revision of project information based on public comments, the City has determined recirculation is not warranted.

1-3 As documented in the IS/MND, all potential environmental impacts have been mitigated to a less-than-significant level, therefore additional mitigation measures are not required or appropriate. Conditions of approval will be added to the project at the discretion of the City separate from the Final MND. Please see response to comment 1-1 for further discussion.

1-4 The applicant's decision whether or not to enroll in Silicon Valley Power's (SVP) green power program, and whether and to what extent this program is available for industrial use, is outside the purview of this CEQA analysis. Enrollment in the green power program is not a requirement imposed by the City or other statutory requirements. Because the project's GHG emissions would be less than significant, no mitigation is required.

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In response to BAAQMD's recommendation, the applicant has investigated the feasibility of participating in SVP's Santa Clara Green Power Program. As documented in **Attachment A**, the applicant has determined that the increased cost would make the project infeasible at this time.

Meanwhile, in effort to improve the energy efficiency of their facilities and to implement cleaner technologies as they become viable, the applicant has consulted with both their fuel supplier as well as their equipment manufacturers regarding use of renewable diesel. The project applicant is optimistic that renewable diesel could be a viable option if supply contracts that meet service level agreements on timing and capacity are available.

- 1-5 As described above and documented in the IS/MND, GHG emission impacts would be less than significant and no mitigation is required.

Separately from CEQA, the City may consider conditions of approval for the project which could include conditions to further reduce the project's GHG emissions. However, there are significant constraints to applying alternative technology to data center operations. Currently, available Tier 4 diesel generators are meant for continuous use and will become non-functioning if left idle for long periods of time. As described in the IS/MND and expanded upon in this Response to Comments, the diesel generators would be used only intermittently for scheduled testing and maintenance, totaling 11 hours per year or less per generator. Additionally, available Tier 4 generators are larger than Tier 2 generators and the additional footprint would render the proposed design infeasible on the existing site. As such, Tier 4 generators would not be feasible for the project.

However, after discussion with the City and BAAQMD, the applicant has committed to using renewable diesel for backup generators as available. See response to comment 1-4 for further discussion of renewable diesel.

- 1-6 See response to comment 1-4 and 1-5 above, and additional information from the applicant in **Attachment A**.

## **Response to Comment Letter 2**

- 2-1 As documented in the IS/MND, all potential environmental impacts can be mitigated to a less-than-significant level. In the IS/MND, the City has provided a defensible analysis of possible environmental effects based on substantial evidence. The City documents in both the body of the IS/MND document and appendices that there would be no significant impacts from construction and operation of the project. Therefore, an IS/MND is the appropriate document type.

- 2-2 See response to comment 2-1 above.

- 2-3 See response to comment 1-2 above regarding the air quality and public health effects at Grace Adult Day Health Care Center.

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Beyond the air quality and public health effects, a supplemental noise memorandum was prepared and is included in **Attachment A**. This memorandum accounts for the Grace Adult Day Health Care Center. This analysis demonstrates how Mitigation Measure NOI-1 is still applicable and sufficient to ensure noise levels would not exceed the City's standard of 70 dBA  $L_{eq}$  for light industrial zones at the property line or result in a substantial increase in ambient noise. With implementation of the mitigation identified in the IS/MND, impacts would remain less than significant.

2-4 See response to comment 2-1 above.

2-5 As documented in the IS/MND, all potential environmental impacts can be mitigated to a less-than-significant level. The City has provided documentation in support of the IS/MND conclusions both in the body of the IS/MND document and appendices. A detailed response to the commenter's more specific concern on air quality analysis is provided under comment 2-6 below.

2-6 In the IS/MND, the City has provided a reasonable analysis of possible environmental effects. This analysis does not include speculative emergency conditions which cannot be predicted with a reasonable certainty. This approach is consistent with the CEQA Guidelines and relevant case law. The operation of diesel generators under emergency conditions falls under the permitting purview of BAAQMD and is therefore regulated and monitored on a regional level. BAAQMD is responsible for monitoring and enforcing their permit conditions. Enforcement of regional permit conditions is beyond the scope of CEQA.

Only emissions from routine testing and maintenance were considered in the analysis. This practice is in accordance with BAAQMD Regulation 2, Rule 5. The number of non-emergency operation hours per year will be limited to 11 hours per generator as described under response 1-2 above.

Please see response to comment 2-1 above regarding the IS/MND as the most appropriate document type.

2-7 See response to comment 2-6 above for discussion of emergency generator use. The IS/MND and attached Air Quality and Greenhouse Gas Assessment (Appendix A of the IS/MND) provide data on generator emissions before and after mitigation, demonstrating Mitigation Measure AQ-2 would reduce emissions below the threshold of significance. Further, supplemental modeling completed as a part of this Response to Comments document has refined Mitigation Measure AQ-2 to further limit testing and maintenance of backup generators (**Attachment B**). This supplemental analysis also provides data on emissions before and after mitigation.

The City has worked closely with the applicant throughout the entitlements process, as appropriate, and the applicant has confirmed the mitigation measure is feasible and can be accommodated within their existing testing and maintenance schedules.

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- 2-8 A supplemental health risk assessment and a supplemental noise memorandum have been included to account for the Grade Day Adult Health Center (see response to comment 1-2 and 2-3 for discussion). Please see response to comment 2-6 and 2-7 above for information regarding operation of backup diesel generators.
- 2-9 See response to comment 1-2 for discussion of findings from the supplemental health risk screening assessment, and **Attachment B** for a full discussion. As documented in **Attachment B**, the health risk screening assessment was completed in line with BAAQMD methodology, which states “the screening tools provide conservative estimates and a more refined analysis, including site-specific dispersion modeling, should be conducted for more accurate (and usually lower) risk and hazard estimates.” In the case of this project, the screening assessment provided adequate information, though it may over-state impacts. Impacts will be mitigated through application of Mitigation Measure AQ-2, and no further modeling is required.
- 2-10 Please refer to Section 2.8, significance criteria “a” of the IS/MND for a discussion of GHG emissions. As demonstrated in the IS/MND and supported by the Air Quality and Greenhouse Gas Assessment (Appendix A of the IS/MND) and in Section 2.8 of the IS/MND, GHG impacts would be less than significant.

As stated in the Air Quality and Greenhouse Gas Assessment, CEQA Guidelines Section 15064.4 does not establish a threshold of significance. Lead agencies have the discretion to establish significance thresholds for their respective jurisdictions, and in establishing those thresholds, a lead agency may appropriately look to thresholds developed by other public agencies, or suggested by other experts, as long as any threshold chosen is supported by substantial evidence (CEQA Guidelines Section 15064.7[c]). According to CEQA Guidelines Section 15183.5, project-specific environmental documents can tier from, or incorporate by reference, the existing programmatic review in a qualified GHG reduction plan, which allows for project-level evaluation of GHG emissions through the comparison of the project’s consistency with the GHG reduction policies included in a qualified GHG reduction plan. In the 2017 BAAQMD CEQA Air Quality Guidelines, BAAQMD outlines an approach to determine the significance of GHG emissions. BAAQMD recommends that lead agencies determine appropriate GHG emissions thresholds of significance based on substantial evidence in the record. There is no requirement that only one threshold be used in the evaluation of GHG impacts.

The stationary source threshold of 10,000 MT of CO<sub>2</sub>e per year was developed by BAAQMD to capture approximately 95 percent of all GHGs from permitted sources therefore capturing the largest and most significant stationary source of GHGs. As such, BAAQMD has determined the stationary source threshold is considered an appropriate threshold for use in determining the significance of project impacts related to stationary sources. Per the 2017 BAAQMD CEQA Guidelines, new stationary sources should be evaluated separately from project operation

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emissions associated with land use and are not considered “cumulatively considerable” from a land use perspective if the stationary sources comply with the 10,000 MT CO<sub>2</sub>e per year threshold. Applying this threshold for stationary sources does not preclude the use of another threshold for emissions associated with land use.

The GHG analysis provided in the IS/MND takes into consideration the types of GHG generation that would be associated with the project, and then considers 1) the specific reduction required *for that category of GHG emission* in order to meet the statewide overall reduction goal of 40 percent below 1990 levels by 2030, as described in the 2017 Climate Change Scoping Plan, and 2) how the project can reduce the types of GHG emissions that would be associated with project operation. As explicitly stated in the IS/MND, emissions from diesel generators are considered under the plan consistency discussion in addition to being evaluated under BAAQMD’s quantitative threshold.

The IS/MND provides a thorough and defensible analysis of GHG emissions based on substantial evidence and concludes GHG impacts would be less than significant. This substantial evidence includes project-specific modeling included in the technical report, data and plans provided by SVP including their integrated resource plan<sup>1</sup>, the 2017 Climate Change Scoping Plan (which implements SB 32), and BAAQMD guidelines. As such, the analysis in the IS/MND appropriately demonstrates that GHG impacts would be less than significant.

- 2-11 See response to comments 1-1 , 2-1, and 2-10 above. As discussed in the IS/MND, the most appropriate and meaningful way to analyze GHG emissions for data centers as a whole is to look at plan consistency rather than a bright-line threshold. The City is updating its CAP to align with new State requirements and will include a 2045 carbon neutrality target; however, the draft CAP update is still under development.

In the interim, where the existing CAP does not address post-2020 targets and a new CAP is underway, the City has elected to analyze consistency with the current CAP, consistency with BAAQMD thresholds where appropriate, and consistency with statewide 2030 goals. This ensures that the CEQA analysis is consistent on a project-by-project basis and is aligned with the City’s standard practice of using CAP consistency as a threshold of significance for GHG emissions.

- 2-12 See response to 2-10 for a discussion of thresholds of significance and how the City determined appropriate thresholds for the project.

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<sup>1</sup> SB 350 requires large publicly owned utilities and all load-serving entities under the jurisdiction of the California Public Utilities Commission (CPUC) to file integrated resource plans (IRPs) with the California Energy Commission (CEC) and CPUC, respectively. IRPs must detail how each utility will meet their customers resource needs, reduce greenhouse gas emissions, and ramp up the deployment of clean energy resources in order to meet the 2030 target, pursuant to SB 350.

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In September 2016, the Governor signed Senate Bill 32 (SB 32) into legislation, which builds on AB 32 and requires the state to cut GHG emissions to 40 percent below 1990 levels by 2030. With SB 32, the Legislature also passed Assembly Bill 197, which provides additional direction for updating the Scoping Plan to meet the 2030 GHG reduction target codified in SB 32. CARB published California's 2017 Climate Change Scoping Plan Update in November 2017 (2017 Scoping Plan). The 2017 Scoping Plan establishes a strategy that will reduce GHG emissions in California to meet the 2030 target. Key features of this plan relevant to the project, based on GHG emission generation sources associated with the project, include:

- Achieving a 50-percent Renewable Portfolio Standard (RPS) by 2030
- Reducing man-made black carbon emissions by 50 percent by 2030
- Greatly increase the number of electric vehicles on the road and reduce oil demand in half
- Develop fuels with an 18-percent reduction in carbon intensity

It is not within the scope of this project to 1) support or inhibit SVP's attainment of statewide RPS goals, 2) increase the number of electric vehicles on the road across the state or locally, as the project does not include fleet vehicles, 3) develop new fuel types. However, the project can support statewide GHG reduction efforts through energy efficiency and the reduction of black carbon from backup generator exhaust.

As stated above, the GHG emissions analysis provided in the IS/MND takes into consideration the types of GHG emission generation that would be associated with the project, and then considers 1) the specific reduction required *for that category of GHG emission* in order to meet the statewide overall reduction goal of 40 percent below 1990 levels by 2030, as described in the 2017 Climate Change Scoping Plan, and 2) how the project can reduce the types of GHG emissions that would be associated with project operation. The IS/MND does not use the overall SB 32 reduction of 40 percent as a threshold of significance, nor does it assume that specific statewide reduction targets set for on-site/project-level GHG emission generation (such as black carbon) represent the appropriate level of GHG emission reduction for this project specifically.

While it is outside the scope of the project to meet RPS standards, it is important to take into consideration the indirect GHG emissions that would be generated to power the project. As described in Section 2.7 of the IS/MND, the majority of the project's GHG emissions would be an indirect result of electricity consumption. In the energy sector, renewable energy production sources (such as wind and solar energy) must comprise 50 percent of all retail sales statewide by 2030.

SVP has a lower emission rate than the statewide California power mix because it utilizes a higher portion of renewable sources. SVP currently procures 38 percent of its energy portfolio from eligible renewable energy sources. Because the operational life of the project would extend past the 2030 time horizon, the GHG emissions associated with electricity usage would decrease over time as SVP procures more of its portfolio from renewable sources. Therefore,

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indirect GHG emissions generated to provide electric power for the project would be consistent with the specific percentage reduction goal provided for all major electric power generation at the state level, in support of SB 32. When discussing electric power generation and large-scale utility providers such as SVP, based on the statewide programs that SVP must comply with, it is appropriate to draw a connection between the 2017 Climate Change Scoping Plan (which implements SB 32) and the project's power provider. Based on the inherent energy efficiency of the project design and the power mix that would be provided to the project, which currently meets the state's renewable portfolio standard, indirect GHG emissions would not represent a significant impact.

The project would result in the direct generation of GHG emissions during operation. This would result from diesel fuel combustion associated with testing and maintenance of backup diesel generators. As discussed in the 2017 Scoping Plan, under Senate Bill 1383, man-made black carbon emissions must be reduced by 50 percent by 2030. The majority of black carbon emissions in the state result from forestry and land management activities and wildfires. However, the IS/MND does not consider black carbon generation associated with the project to necessarily be negligible, and therefore quantifies and evaluates this GHG emission.

The project would include EPA Tier II engines for all diesel generators, and generators would be outfitted with diesel particulate filters (DPFs). Generators would be fueled using ultra-low sulfur diesel fuel with a maximum sulfur content of 15 parts per million (ppm). These measures will greatly minimize black carbon emissions from the diesel generators, with a minimum control efficiency of 85 percent removal of particulate matter. While the precise percentage reduction in black carbon needed from diesel engines to meet SB 32 goals is not called out in the 2017 Scoping Plan, given that the majority of this category of emissions comes from forestry activities and other activities described above, a reduction of 85 percent of particulate emissions for generators is reasonably believed to meet or exceed the reduction goal. Therefore, the IS/MND does not assume that a reduction of 40 percent generally (for overall GHG emissions) or 50 percent (for black carbon statewide) is an adequate reduction for the project. Rather, the greatest feasible reduction is achieved through technology currently available, resulting in a reduction of 85 percent.

Therefore, as demonstrated above, in the IS/MND, and in the Air Quality and Greenhouse Gas Assessment attached to the IS/MND, the City has completed a nuanced and careful plan consistency analysis that does not simply apply a statewide reduction standard for GHGs across all sectors to the project on an one-to-one basis.

- 2-13 See responses to comment 1-1, 2-1, 2-10, and 2-12 above.
- 2-14 See response to comment 2-12 above. Emissions from SVP facilities within California are subject to separate environmental review under CEQA and permitting by the California Energy Commission (CEC). It is reasonable and defensible to rely on the CEC's determination, as the

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statewide regulating body for energy production, that SVP's plan to reduce GHG emissions is in line with statewide reduction targets the CEC and California Air Resources Board are jointly responsible for. Further, while it's true that SVP may not achieve 2030 GHG emission reductions in advance of the target year, that is not a requirement of SB 350. As stated in the IS/MND, indirect GHG emissions from power generation are subject to existing state regulation and SVP has an approved integrated resource plan demonstrating its GHG emissions will be in line with SB 350.

2-15 See response to comment 2-1, 2-6, 2-10, and 2-12 above.

2-16 See response to comment 2-1 above.

2-17 See responses to comments 2-1, 2-5, and 2-7 above.

2-18 Adjacent data centers that the commenter references have undergone separate environmental documentation that includes analysis of cumulative impacts as required under CEQA. The City has consistently followed the appropriate process, as outlined in the CEQA guidelines, for environmental analysis for each discretionary project. The commenter alleges that other nearby data centers represent one larger project. This is not the case, as each project was submitted to the City individually over the span of several years, and each was reviewed and entitled pursuant to the City's planning process including project-level CEQA review. All projects approved by the City in proximity to the SV9 site have demonstrated land use consistency with the City's General Plan. Larger planning-level impacts relating to Citywide land use development trends were anticipated and analyzed in the General Plan EIR.

Please refer to Section 2.3, significance criteria "c" of the IS/MND for a discussion of cumulative air quality impacts, and significance criteria "d" for a discussion of health risk. As demonstrated in the Air Quality Report (Appendix A of the IS/MND) and in Section 2.3 of the IS/MND, these air quality impacts would be less than significant with mitigation (significance criteria "c") and less than significant (significance criteria "d").

The IS/MND Air Quality Report (Appendix A) used BAAQMD thresholds for pollutant emissions to determine whether the project would result in a cumulative impact with respect to criteria air pollutants. Since the project emissions are below the thresholds recommended by BAAQMD, and BAAQMD thresholds are established with the express purpose of avoiding air pollutant emissions which could cumulatively result in the degradation of air quality and indirectly impact human health, the project would not have a cumulatively considerable contribution to any violation of ambient air quality standards. See response to comment 2-10 above for additional discussion of cumulative emissions.

Additionally, a revised health risk screening assessment was completed in September 2020 and is included as **Attachment B**. The revised health risk screening assessment analysis was conducted using BAAQMD's *Permitted Stationary Source Risk and Hazards* mapping tool (2017)

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that includes data from stationary sources (diesel generators) at nearby CoreSite data centers, thereby taking into account all relevant prior projects. The revised health risk screening assessment also includes the Grace Adult Day Health Care Center as a new sensitive receptor. See response to comment 1-2 above for further discussion of the revised health risk screening assessment.

2-19 See response to comment 2-18 above. The cumulative analysis completed for air quality impacts is consistent with BAAQMD guidance and methodology and is consistent with the City's approach on other development projects.

2-20 As indicated in Table 2-2 of the IS/MND, anticipated construction period emissions would not exceed BAAQMD significance thresholds. The average daily NO<sub>x</sub> emissions would be 14.7 pounds per day, which is significantly lower than the 54 pounds per day that the commenter alleges.

Implementation of Mitigation Measure AQ-1 would be effective, as it includes construction-period dust control measures designed and recommended by BAAQMD for the purpose of avoiding air quality impacts. Therefore, no changes to Mitigation Measure AQ-1 are necessary.

See response to comment responses 1-2 and 2-9 above for discussion of air quality and public health effects.

2-21 See response to comment 1-2 above. A revised health risk screening assessment was completed in September 2020 and is included as **Attachment B**.

2-22 See responses to comments 2-6 and 2-18 above.

2-23 See response to comment 2-9 above.

2-24 See responses to comments 2-7 and 2-18 above for discussion of testing and maintenance schedules as well as cumulative air quality impacts.

2-25 See response to comment 1-2 above.

2-26 See responses to comments 1-2 and 2-9 above.

2-27 See responses to comments 2-1 and 2-10 through 2-12 above.

2-28 See response to comment 2-18 above.

2-29 See response to comments 2-1 and 2-5 above.

**SV9 DATA CENTER PROJECT  
2905 STENDER WAY**

**Mitigation, Monitoring, and Reporting Program (MMRP)**

**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared by:**

**Circlepoint**

**46 South 1st Street**

**San Jose, CA 95113**

**Prepared for:**

**City of Santa Clara**

**1500 Warburton Avenue**

**Santa Clara, CA 95050**

**(408) 615-2450**

**January 2021**

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**SV9 DATA CENTER PROJECT  
2905 STENDER WAY**

**Mitigation, Monitoring, and Reporting Program (MMRP)**

**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared For:**

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**January 2021**

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## Mitigation, Monitoring, and Reporting Program

<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Impact</i>	<i>Responsible Party</i>	<i>Timing</i>
<b>Air Quality</b>	<p><b>Mitigation Measure AQ-1:</b> Include basic measures to control dust and exhaust during construction.</p> <p>During any construction period ground disturbance, the applicant shall ensure that the project contractor implement measures to control dust and exhaust. Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with grading and new construction to a less than significant level. The contractor shall implement the following best management practices that are required of all projects:</p> <ul style="list-style-type: none"> <li>▪ All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>▪ All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>▪ All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>▪ All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.</li> <li>▪ All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>▪ Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall</li> </ul>	<p>Less than Significant with Mitigation</p>	<p>Contractor</p>	<p>Construction</p>

<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Impact</i>	<i>Responsible Party</i>	<i>Timing</i>
	<p>be provided for construction workers at all access points.</p> <ul style="list-style-type: none"> <li>▪ All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>▪ Post a publicly visible sign with the telephone number and person to contact at the construction firm regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District’s phone number shall also be visible to ensure compliance with applicable regulations.</li> </ul>			
<b>Air Quality</b>	<p><b>Mitigation Measure AQ-2:</b> In order to reduce NO<sub>x</sub> emissions below the BAAQMD threshold, the applicant shall limit non-emergency operation (including testing and maintenance) of each backup diesel generator to no more than 11 hours per year.</p>	Less than Significant with Mitigation	Project Applicant	Operation
<b>Biological Resources</b>	<p><b>Mitigation Measure BIO-1:</b> In order to reduce impacts to biological systems and communities, the following measures shall be implemented:</p> <ul style="list-style-type: none"> <li>▪ Schedule tree removal activities between September 1 and January 31 (inclusive) to avoid the nesting season (including for raptors) and no construction surveys will be required.</li> <li>▪ If tree removal will take place between February 1 and August 31, pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed.</li> <li>▪ Surveys will be completed no more than seven days prior to the initiation of site clearing or construction activities. During this survey, the ornithologist will inspect all trees and other potential nesting habitats (e.g., shrubs) in and immediately adjacent to the construction</li> </ul>	Less than Significant with Mitigation	Project Applicant, Contractor, Qualified Biologist	Pre-Construction, Construction

<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Impact</i>	<i>Responsible Party</i>	<i>Timing</i>
	<p>area for nests.</p> <ul style="list-style-type: none"> <li>▪ If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist will determine the extent of a disturbance-free buffer zone to be established around the nest (typically 250 feet for raptors and 50-100 feet for other species). This will ensure that no nests of species protected by the MBTA and California Fish and Game Code will be disturbed during project implementation.</li> <li>▪ A report indicating the result of the survey and any designated buffer zones shall be submitted to the satisfaction of the Planning Department prior to the start of construction.</li> </ul>			
<b>Cultural Resources</b>	<p><b>Mitigation Measure CUL-1:</b> In the event archaeological resources are encountered during construction, work shall be halted within 100 feet of the discovered materials and workers shall avoid altering the materials and their context until a qualified professional archaeologist has evaluated the situation and provided appropriate recommendations.</p> <p>If an archaeological resource is encountered in any stage of development, a qualified archaeologist will be consulted to determine whether the resources qualify as historical resources or unique archaeological resources. In the event that the encountered resources qualify, the archaeologist will prepare a research design and archaeological data recovery plan to be implemented prior to resuming construction at the affected area. The archaeologist shall also prepare a written report of the finding, file it with the appropriate agency, and arrange for curation of recovered materials.</p> <p><b>Mitigation Measure CUL-2:</b> In the event that human remains are discovered during project construction, all activity within a 50-foot radius of the site shall be halted. The Santa Clara County Coroner would be notified and would make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are</p>	Less than Significant with Mitigation	Contractor, Qualified Archaeologist	Construction
		Less than Significant with Mitigation	Contractor, Professionally Qualified Staff	Construction

<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Impact</i>	<i>Responsible Party</i>	<i>Timing</i>
	determined to be Native American, the Coroner will notify the NAHC immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5€ of the CEQA Guidelines.			
<b>Geology and Soils</b>	<b>Mitigation Measure GEO-1:</b> To reduce risks associated with liquefaction, the project will be built using standard engineering and seismic safety design techniques. Building design and construction at the site shall be completed in conformance with the recommendations of the project-specific geotechnical investigation (Appendix D of the Initial Study). Such recommendations include, but are not limited to, the use of shallow foundations such as spread footings, that are designed to maintain structural integrity in the event of settlement from liquefaction. The buildings shall meet the requirements of applicable Building and Fire Codes, including the most current California Building Code, as adopted or updated by the City. The project shall be designed to withstand soil hazards identified on the site and the project shall be designed to reduce the risk to life or property on site and off site to the extent feasible and in compliance with the Building Code.	Less than Significant with Mitigation	Project Applicant, Contractor	Pre-Construction, Construction
	<b>Mitigation Measure GEO-2:</b> Expansive soils shall be addressed through treatment or removal, in order to reduce the potential for structural damage. Slabs-on-grade should have sufficient reinforcement and be supported on a layer of non-expansive fill. Treatment of expansive soil may include lime or other additives to reduce expansion potential. Footings should extend below the zone of seasonal moisture content variation. Expansive soils may also be replaced with a non-expansive fill material to a depth where the seasonal moisture content variation becomes relatively insignificant. The appropriate depth shall be determined by a qualified structural engineer. In addition, moisture changes in the surficial soils should be limited by directing drainage away from buildings, as well as limiting the water used for landscaping.	Less than Significant with Mitigation	Project Applicant, Contractor	Pre-Construction, Construction

<i>Environmental Factor</i>	<i>Mitigation Measures</i>	<i>Level of Impact</i>	<i>Responsible Party</i>	<i>Timing</i>
	<b>Mitigation Measure GEO-3:</b> Discovery of a paleontological specimen during any phase of the project shall result in a work stoppage in the vicinity of the find until it can be evaluated by a professional paleontologist. Should loss or damage be detected, additional protective measures or further action (e.g., resource removal), as determined by a professional paleontologist, shall be implemented to mitigate the impact.	Less than Significant with Mitigation	Project Applicant, Contractor	Pre-Construction, Construction
<b>Hazards and Hazardous Materials</b>	<b>Mitigation Measure HAZ-1:</b> A Phase II Environmental Site Assessment (ESA) shall be performed prior to construction. If the Phase II ESA determines there is no contamination present on the project site, no further action will be required. If contamination is encountered, all feasible recommendations from the Phase II ESA shall be implemented including but not limited to the development of a worker safety plan to ensure that construction workers are not exposed to unsafe levels of soil or groundwater contamination, and a disposal plan to ensure contaminated soils and/or groundwater are properly and safely removed from the site and disposed at appropriate facilities.	Less than Significant with Mitigation	Project Applicant	Pre-Construction
	<b>Mitigation Measure HAZ-2:</b> A survey by a certified asbestos consultant to assess asbestos, lead-containing paint, and other potentially hazardous waste will be conducted prior to demolition activities. Disposal of any hazardous materials found during this survey will be coordinated with Mission Trail Waste Systems.	Less than Significant with Mitigation	Contractor, Certified Asbestos Consultant	Pre-Construction
<b>Noise</b>	<b>Mitigation Measure NOI-1:</b> The project applicant shall ensure that no more than six generators are operated simultaneously during scheduled maintenance, and testing and these activities would only occur during the daytime between the hours of 7:00 a.m. and 10:00 p.m.	Less than Significant with Mitigation	Project Applicant	Operation
<b>Tribal Cultural Resources</b>	Please see <b>Mitigation Measure CUL-1</b> and <b>Mitigation Measure CUL-2</b> .	Less than Significant with Mitigation	Contractor, Professionally Qualified Staff	Pre-Construction, Construction



**BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT**

August 27, 2020

Ela Kerachian  
City of Santa Clara Planning Division  
1500 Warburton Avenue  
Santa Clara, CA 95050

RE: 2905 Stender Way, CoreSite SV9 Data Center – Mitigated Negative Declaration

Dear Ms. Kerachian,

**ALAMEDA COUNTY**

John J. Baulers  
Pauline Russo Cutter  
Scott Haggerty  
Nate Miley

**CONTRA COSTA COUNTY**

John Gioia  
David Hudson  
Karen Mitchoff  
(Secretary)  
Mark Ross

**MARIN COUNTY**

Katie Rice

**NAPA COUNTY**

Brad Wagenknecht

**SAN FRANCISCO COUNTY**

VACANT

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EXECUTIVE OFFICER/APCO

Bay Area Air Quality Management District (Air District) staff has reviewed the Mitigated Negative Declaration (MND) for the proposed 2905 Stender Way, CoreSite SV9 Data Center (Project). The Project applicant proposes to demolish the existing single-story building and construct a four-story, approximately 250,000 square foot data center on a 3.8-acre site in the City of Santa Clara. Average power consumption would be 48 megawatts (MW), and 16 backup diesel generators would be installed to provide emergency power to the data center. The Project will require Air District approval of an Authority to Construct and Permit to Operate the backup diesel generators, and, as such, the Project will be required to comply with all applicable Air District regulations. Beyond Air District regulatory requirements, however, we encourage the City to require the project applicant to adopt the use of cleaner, non-diesel technologies. Additionally, we are providing the following comments as suggestions on how the City could enhance its CEQA analysis and minimize emissions from the Project and future proposed data centers.

**Consistency with Long-Term State Climate Goals**

The MND states that the Project's greenhouse gas (GHG) emissions would not be significant because the Project "would not conflict with an applicable local plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs." But the MND does not evaluate, disclose, nor discuss the Project's consistency with State policies requiring long-term reductions in emissions of GHGs, including the direction in Executive Orders B-55-18 and S-3-05 to respectively achieve carbon neutrality by 2045 and to achieve GHG emissions reductions equivalent to 80 percent below 1990 levels by 2050. See *Cleveland Nat'l Forest Foundation v. San Diego Ass'n of Governments* (2017) 3 Cal.5th 497, 516 (CEQA analysis should "compare the [project's] projected greenhouse gas emissions ... from 2020 through 2050 with the Executive Order's goal of reducing emissions to 80 percent below 1990 levels by 2050."). The MND does not evaluate how the Project's use of diesel fuel would be consistent with carbon neutrality no later than 2045. Air District staff

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recommends that the City augment its greenhouse gas analysis to include an evaluation, disclosure, and discussion of whether the Project will be consistent with the State's policies. Regardless of whether upon further evaluation the City deems that deployment of 16 diesel backup generators is inconsistent with the State's carbon neutrality target, the Air District recommends that the City compel the project applicant to adopt alternative zero emitting technologies, procure renewable fuel, commit to otherwise mitigate GHG emissions, or a combination of the three.

### **Health Risk Assessment and Cumulative Toxic Air Contaminant Impacts**

The Air District's CEQA Guidelines for assessing cumulative health risk impacts recommend that a lead agency evaluate all sources of toxic air contaminants (TACs) and fine particulate matter (PM<sub>2.5</sub>) within 1,000 feet of a proposed project. This is to ensure that the cumulative health risk from the project, plus other nearby sources, will not exceed a carcinogenic risk of 100 additional cancers per million exposed population, a chronic hazard index of 10, or annual average PM<sub>2.5</sub> concentration of 0.8 µg/m<sup>3</sup>. Although Appendix B of the MND includes a health risk assessment of the Project, it does not account for the cumulative health impacts associated with all nearby sources. As discussed in the MND, CoreSite's SV3, SV4, SV5, SV6, SV7, and SV8 data centers are located immediately west of the Project site. However, the cumulative HRA does not include these data centers, which consist of a total of 32 permitted diesel backup generators, nor other nearby sources. Staff recommends that the City revise the cumulative analysis and contact the Air District to obtain updated data.

### **Recommendations for Achieving Additional Emissions Reductions**

To the extent that further analysis concludes the Project's emissions would be cumulatively considerable or inconsistent with the State's climate goals and the City's current Climate Action Plan, the Project may need to incorporate mitigation measures to reduce emissions. Even if the revised analysis does not conclude the Project's emissions will be cumulatively considerable, the Air District encourages the City to compel the applicant to incorporate additional emission reduction measures as a condition of approval of the Project. These recommended measures will help ensure that the Project's emissions impacts are reduced to the maximum extent possible to achieve the most health protective air quality for Bay Area residents and to achieve climate change goals established by the State and the Air District.

The MND identifies the predominant source of the Project's GHG emissions as electricity use (34,521.4 MTCO<sub>2</sub>e per year), which would be provided by the city-operated, publicly-owned utility, Silicon Valley Power (SVP). Although SVP has a higher power mix of renewable energy sources than the Statewide power mix, the Project could significantly reduce GHG emissions by purchasing all its electricity from renewable sources. Specifically, Air District staff recommend that the Project join SVP's Santa Clara Green Power program and thus commit to purchase 100

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percent renewable energy, or otherwise negotiate an electricity contract with SVP for 100 percent renewable energy.

According to the MND, the Project would include 16 Tier 2 diesel backup generators, designed to provide 24 hours of emergency generation at full demand. To meet State and regional climate goals, the Air District encourages projects go above and beyond permitting requirements. In September 2018, the Air District launched the *Diesel Free by '33* initiative to eliminate diesel emissions from Bay Area communities. Mayor Lisa Gillmor of the City of Santa Clara signed *Diesel Free by '33* to pledge the City's commitment to cut diesel use to zero by the end of 2033. To this end, the Air District recommends that the City compel the Project applicant to use the cleanest available technologies such as solar battery power, fuel cells, or Tier 4 generators.

Lastly, Air District staff strongly recommends that the City work with SVP, the Air District, State agencies, and the Project proponents for this and similar proposed data center projects to explore alternative options to reduce GHG emissions. For example, the Air District awarded a Climate Protection Grant of \$300,000 to SVP to conduct a pilot project to demonstrate the viability of replacing data center backup diesel generators with electric energy storage systems, and CEC has previously provided Electric Program Investment Charge (EPIC) awards for data center microgrids. We also encourage proponents of the Project and future data centers to seek available grant funding for zero-emitting alternatives to diesel backup generators.

Air District staff is available to assist the City in addressing these comments. If you have any questions or would like to discuss Air District recommendations further, please contact Josephine Fong, Environmental Planner, at (415) 749-8637 or [jfong@baaqmd.gov](mailto:jfong@baaqmd.gov), or Jakub Zielkiewicz, Advanced Projects Advisor, at (415) 749-8429 or [jzielkiewicz@baaqmd.gov](mailto:jzielkiewicz@baaqmd.gov).

Sincerely,



Greg Nudd  
Deputy Air Pollution Control Officer

cc: BAAQMD Director Margaret Abe-Koga  
BAAQMD Vice Chair Cindy Chavez  
BAAQMD Director Liz Kniss  
BAAQMD Chair Rod G. Sinks

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August 28, 2020

**Via E-Mail and Overnight Mail**

Elaheh Kerachian  
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[ekerachian@santaclaraca.gov](mailto:ekerachian@santaclaraca.gov)

**Re: Initial Study/Mitigated Negative Declaration: 2905 Stender Way  
CoreSite SV9 Data Center (CEQ2020-01075)**

Dear Ms. Kerachian:

On behalf of Santa Clara Citizens for Sensible Industry (“SCCSI”), we submit these comments on the Initial Study/Mitigated Negative Declaration (“IS/MND”) <sup>1</sup> for the 2905 Stender Way CoreSite SV9 Data Center Project (“Project”) prepared pursuant to the California Environmental Quality Act (“CEQA”) <sup>2</sup> by the City of Santa Clara (“City”). The Project, the existing one-story structure and associated parking lot would be removed and replaced with a new, four-story, approximately 250,000 square foot data center. Average power consumption would be 48-megawatts (MW). Backup diesel generators would be installed to provide emergency power to the data center. The 3.8-acre Project site is zoned PD – Planned Development and was previously zoned Light Industrial. The Project site is in Santa

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<sup>1</sup> City of Santa Clara Community Development Department, Initial Study with Proposed Mitigated Negative Declaration 2905 Stender Way CoreSite SV9 Data Center, (July 2020) (hereafter “IS/MND”).

<sup>2</sup> Public Resources Code § 21000 *et seq.*

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Clara south of Highway US-101 and west of the San Tomas Expressway. The Project site has frontage on Stender Way. Surrounding land uses are predominantly industrial and there are no sensitive receptors within close proximity to the site.

Based on our review of the IS/MND, we have concluded that it fails to comply with CEQA. The IS/MND fails to accurately describe the existing environmental settings and underestimates and fails to adequately mitigate air quality, public health, and greenhouse gas (“GHG”) impacts from the Project.

These comments were prepared with the assistance of James J.J. Clark Ph.D. of Clark & Associates Environmental Consulting, Inc. Dr. Clark’s comments and curricula vitae are attached to this letter as Exhibit A.<sup>3</sup> For the reasons discussed herein, and in the attached expert comments, CURE urges the City to remedy the deficiencies in the IS/MND by preparing a legally adequate environmental impact report (“EIR”) pursuant to CEQA.

## I. STATEMENT OF INTEREST

SCCSI is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential health, safety, public service, and environmental impacts of the Project. The association includes individuals and organizations, including California Unions for Reliable Energy and its local affiliates, and the affiliates’ members and their families, and other individuals who live, work, recreate and raise their families in the City of Santa Clara and Santa Clara County.

SCCSI supports the development of data centers where properly analyzed and carefully planned to minimize impacts on the environment. Any proposed project should avoid impacts to public health, energy resources, sensitive species and habitats, and should take all feasible steps to ensure significant impacts are mitigated to the maximum extent feasible. Only by maintaining the highest standards can development truly be sustainable.

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<sup>3</sup> James J.J. Clark, PhD., Comment on Initial Study with Proposed Mitigated Negative Declaration (IS/MND) for 2905 Stender Way, CoreSite SV9 Data Center, Santa Clara, California, CEQ2020-01075, Clark and Associates, (Aug. 21, 2020) (hereafter “Clark Comments”) **EXHIBIT A**.

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California Unions for Reliable Energy (“CURE”) is a coalition of labor organizations whose members encourage sustainable development of California’s energy resources. CURE’s members help solve the State’s energy problems by building, maintaining, and operating conventional and renewable energy power plants and transmission facilities. Since its founding in 1997, CURE has been committed to building a strong economy and a healthier environment. CURE has helped cut smog-forming pollutants in half, reduced toxic emissions, increased the use of recycled water for cooling systems, and pushed for groundbreaking pollution control equipment as the standard for all new power plants, all while helping to ensure that new power plants and transmission facilities are built with highly trained, professional workers who live and raise families in nearby communities.

Individual members of CURE, and its affiliated labor organizations live, work, recreate, and raise their families in Santa Clara. They would be directly affected by the Project’s environmental and health and safety impacts. Individual members of CURE’s affiliates may also work on the Project itself. They will, therefore, be first in line to be exposed to any hazardous materials, air contaminants or other health and safety hazards that exist onsite. The members of CURE have an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members.

SCCSI and its members are concerned with projects that can result in serious environmental harm without providing countervailing economic benefits such as decent wages and benefits. Environmentally determinantal projects can jeopardize future jobs by making it more difficult and more expensive for industry to expand in the City and the surrounding region, and by making it less desirable for businesses to locate and people to live and recreate in the City, including in the vicinity of the Project. Continued degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduces future employment opportunities. The labor organization members of SCCSI therefore have a direct interest in enforcing environmental laws that minimize the adverse impacts of projects that would otherwise degrade the environment. CEQA provides a balancing process whereby economic benefits are weighted against significant impacts to the environment. It is for these purposes that we offer these comments.

## II. LEGAL BACKGROUND

### A. CEQA

CEQA is intended to provide the fullest possible protection to the environment. CEQA requires that a lead agency prepare and certify an EIR for any discretionary project that may have a significant adverse effect on the environment.<sup>4</sup> In order to set an accurate foundation for the analysis, an EIR must include a description of the “existing physical conditions in the affected area.”<sup>5</sup> CEQA requires analysis of the “whole of an action,” including the “direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.”<sup>6</sup> “Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR protects not only the environment but also informed self-government.”<sup>7</sup>

In addition, public agencies must adopt feasible mitigation measures that will substantially lessen or avoid a project’s potentially significant environmental impacts and describe those mitigation measures in the EIR.<sup>8</sup> A public agency may not rely on mitigation measures of uncertain efficacy or feasibility.<sup>9</sup> “Feasible” means capable of successful accomplishment within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors.<sup>10</sup> Mitigation measures must be enforceable through permit conditions, agreements, or other legally binding instruments.<sup>11</sup>

CEQA prohibits deferring identification of mitigation measures when there is uncertainty about the efficacy of those measures or when the deferral transfers authority for approving the measures to another entity.<sup>12</sup> An agency may only defer

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<sup>4</sup> Pub. Resources Code §§ 21002.1(a), 21100(a), 21151(a); 14 C.C.R. §§ 15064(a)(1), (f)(1), 15367.

<sup>5</sup> *Communities for a Better Env’t v. South Coast Air Quality Mgmt. Dist.* (2010) 48 Cal.4th 310, 319–322; 14 C.C.R. § 15125.

<sup>6</sup> Pub. Resources Code § 21065; 14 C.C.R. § 15378(a).

<sup>7</sup> *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 564 (internal quotations omitted).

<sup>8</sup> Pub. Resources Code §§ 21002, 21081(a), 21100(b)(3); 14 C.C.R. § 15126.4.

<sup>9</sup> *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 727–728.

<sup>10</sup> 14 C.C.R. § 15364.

<sup>11</sup> *Id.* § 15126.4(a)(2).

<sup>12</sup> *Id.* § 15126.4(a)(1)(B); *City of Marina v. Board of Trustees of the California State University* (2006) 39 Cal.4th 341, 366; *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 308–309.

identifying mitigation measures when practical considerations prevent formulation of mitigation measures at the usual time in the planning process, the agency commits to formulating mitigation measures in the future, and that commitment can be measured against specific performance criteria the ultimate mitigation measures must satisfy.<sup>13</sup>

## B. An EIR is Required

The EIR is the very heart of CEQA.<sup>14</sup> A negative declaration is improper, and an EIR must be prepared, whenever it can be fairly argued on the basis of substantial evidence that the project may have a significant environmental impact.<sup>15</sup> “[S]ignificant effect on the environment” is defined as “a substantial, or potentially substantial, adverse change in the environment.”<sup>16</sup> An effect on the environment need not be “momentous” to meet the CEQA test for significance; it is enough that the impacts are “not trivial.”<sup>17</sup> Substantial evidence, for purposes of the fair argument standard, includes “fact, a reasonable assumption predicated upon fact, or expert opinion supported by fact.”<sup>18</sup>

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<sup>13</sup> *POET, LLC v. California Air Res. Bd.* (2013) 218 Cal.App.4th 681, 736, 739–740, *as modified on denial of reh’g* (Aug. 8, 2013), *review denied* (Nov. 20, 2013); see also *Preserve Wild Santee v. City of Santee* (2012) 210 Cal.App.4th 260, 281 (EIR deficient for failure to specify performance standards in plan for active habitat management of open space preserve); *Endangered Habitats League, Inc. v. County of Orange* (2005) 131 Cal.App.4th 777, 794 (EIR’s deferral of acoustical report demonstrating structures designed to meet noise standards without setting the actual standards is inadequate for purposes of CEQA); *Gentry v. Murrieta* (1995) 36 Cal.App.4th 1359, 1396 (negative declaration’s deferral of mitigation measure improper where the measure required applicant to comply with recommendations of a report that did not exist yet with no further guidance on what mitigation was necessary).

<sup>14</sup> See *Pocket Protectors v. City of Sacramento* (2004) 124 Cal. App.4th 903, 926–927; *Sundstrom v. County of Mendocino* (1974) 202 Cal.App.3d 296, 304.

<sup>15</sup> Pub. Resources Code § 21151; 14 CCR § 15064(f); *Citizens for Responsible Equitable Env’tl Dev. v. City of Chula Vista (“CREED”)* (2011) 197 Cal.App.4th 327, 330–331; *Communities for a Better Env’t v. South Coast Air Quality Mgmt. Dist.* (2010) 48 Cal.4th 310, 319 (“*CBE v. SCAQMD*”).

<sup>16</sup> Pub. Resources Code § 21068; 14 CCR § 15382; *County Sanitation Dist. No. 2 v. County of Kern* (2005) 127 Cal.App.4th 1544, 1581.

<sup>17</sup> *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 83 fn. 16.

<sup>18</sup> Pub. Resources Code § 21080(e)(1) (emphasis added); *CREED*, 197 Cal.App.4th at 331.

Whether a fair argument exists is a question of law that the court reviews de novo, with a preference for resolving doubts in favor of environmental review.<sup>19</sup> In reviewing a decision to prepare a negative declaration rather than an EIR, courts “do not defer to the agency’s determination.”<sup>20</sup>

The fair argument standard creates a “low threshold” for requiring preparation of an EIR and affords no deference to the agency’s determination.<sup>21</sup> Where substantial evidence supporting a fair argument of significant impacts is presented, the lead agency must prepare an EIR “even though it may also be presented with other substantial evidence that the project will not have a significant effect.”<sup>22</sup> A reviewing court must require an EIR if the record contains any “substantial evidence” suggesting that a project “may have an adverse environmental effect”—even if contrary evidence exists to support the agency’s decision.<sup>23</sup>

Where experts have presented conflicting evidence on the extent of the environmental effects of a project, the agency must consider the effects to be significant and prepare an EIR.<sup>24</sup> In short, when “expert opinions clash, an EIR should be done.”<sup>25</sup> “It is the function of an EIR, not a negative declaration, to resolve conflicting claims, based on substantial evidence, as to the environmental effects of a project.”<sup>26</sup> In the context of reviewing a mitigated negative declaration, “neither the lead agency nor a court may ‘weigh’ conflicting substantial evidence to determine whether an EIR must be prepared in the first instance.”<sup>27</sup> Where such substantial evidence is presented, “evidence to the contrary is not sufficient to

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<sup>19</sup> *CREED*, 197 Cal.App.4th at 331; *Pocket Protectors*, 124 Cal.App.4th at 927.

<sup>20</sup> *Mejia v. City of Los Angeles* (2005) 130 Cal.App.4th 322, 332; *Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th 1307, 1318.

<sup>21</sup> *Pocket Protectors*, 124 Cal.App.4th at 928.

<sup>22</sup> Pub. Resources Code § 21151(a); 14 CCR § 15064(f)(1); *Pocket Protectors*, 124 Cal.App.4th at 927; *County Sanitation Dist. No. 2*, 127 Cal.App.4th at 1579 (“where the question is the sufficiency of the evidence to support a fair argument, deference to the agency’s determination is not appropriate.”) (quoting *Sierra Club*).

<sup>23</sup> *Mejia*, 130 Cal.App.4th at 332–333.

<sup>24</sup> *Pocket Protectors*, 124 Cal.App.4th at 935; *Sierra Club*, 6 Cal.App.4th at 1317–1318; CEQA Guidelines § 15064(f)(5).

<sup>25</sup> *Pocket Protectors*, 124 Cal.App.4th at 928; *Sierra Club*, 6 Cal.App.4th at 1317–1318.

<sup>26</sup> *Pocket Protectors*, 124 Cal.App.4th at 935.

<sup>27</sup> *Id.* at 935.

support a decision to dispense with preparation of an EIR and adopt a negative declaration, because it could be 'fairly argued' that the project might have a significant environmental impact."<sup>28</sup>

The fair argument test requires the preparation of an EIR whenever "there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial."<sup>29</sup> Such substantial evidence is present here and requires the preparers of this IS/MND to take a closer look at the environmental impacts of the Project in an EIR.

### III. THE IS/MND FAILS TO ADEQUATELY ESTABLISH THE EXISTING ENVIRONMENTAL SETTING FOR THE PROJECT

The IS/MND describes the existing environmental setting inaccurately and incompletely, thereby skewing the County's impact analysis. The existing environmental setting is the starting point from which the lead agency must measure whether a proposed Project may cause a significant environmental impact.<sup>30</sup> CEQA defines the environmental setting as the physical environmental conditions in the vicinity of the project, as they exist at the time the notice of preparation is published, from both a local and regional perspective.<sup>31</sup>

Describing the environmental setting accurately and completely for each environmental condition in the vicinity of the Project is critical to an accurate and meaningful evaluation of environmental impacts. The importance of having a stable, finite and fixed environmental setting for purposes of an environmental analysis was recognized decades ago.<sup>32</sup> Today, the courts are clear that "[b]efore the impacts of a Project can be assessed and mitigation measures considered, an [EIR] must describe the existing environment. It is only against this baseline that any significant environmental effects can be determined."<sup>33</sup>

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<sup>28</sup> *Sundstrom*, 202 Cal.App.3d at 310 (citation omitted).

<sup>29</sup> 14 C.C.R. § 15063(b)(1) (emphasis added).

<sup>30</sup> See, e.g., *Communities for a Better Env't v. S. Coast Air Quality Mgmt. Dist.* (March 15, 2010) 48 Cal.4th 310, 316; *Fat v. City of Sacramento* (2002) 97 Cal.App.4th 1270, 1278, citing Remy, et al.; Guide to the Calif. Environmental Quality Act (1999) p. 165.

<sup>31</sup> CEQA Guidelines §15125, subd. (a); *Riverwatch v. City of San Diego* (1999) 76 Cal.App.4th 1428, 1453.

<sup>32</sup> *City of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185.

<sup>33</sup> *City of Amador v. El Dorado City Water Agency* (1999) 76 Cal.App.4th 931, 952.

An EIR must also describe the existing environmental setting in sufficient detail to enable a proper analysis of project impacts.<sup>34</sup> The CEQA Guidelines provide that “[k]nowledge of the regional setting is critical to the assessment of environmental impacts.”<sup>35</sup> This level of detail is necessary to “permit the significant effects of the project to be considered in the full environmental context.”<sup>36</sup>

Here, the IS/MND fails to describe the nearest sensitive receptor to the proposed Project site for purposes of analyzing impacts to air quality and public health. The IS/MND describes a sensitive receptor as people most likely to be affected by air pollution, such as the pregnant, children, and the elderly.<sup>37</sup> According to the IS/MND, the nearest sensitive receptors for the Project are residences 1,400 feet to the northwest.<sup>38</sup> However, Dr. Clark reviewed the Project and determined that the City failed to identify the closest sensitive receptor, which is the Grace Adult Day Health Care Center at 3010 Olcott Street – only 375 feet from the Project site.<sup>39</sup> This Center provides nursing, meals, transportation, and therapies for disabled adults and as such should have been considered the proper nearest sensitive receptor for the Project.<sup>40</sup> This failure by the City results in an improper underestimation of how emissions from the Project will impact these sensitive receptors.<sup>41</sup>

#### **IV. SUBSTANTIAL EVIDENCE SUPPORTS A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT IMPACTS**

As noted above, under CEQA, a lead agency must prepare an EIR whenever substantial evidence in the whole record before the agency supports a fair argument that a project may have a significant effect on the environment.<sup>42</sup> The fair argument standard creates a “low threshold” favoring environmental review

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<sup>34</sup> *Galante Vineyards v. Monterey Peninsula Water Mgmt. Dist.* (1997) 60 Cal.App.4th 1109, 1121-22.

<sup>35</sup> CEQA Guidelines § 15125, subd.(d).

<sup>36</sup> *Id.*

<sup>37</sup> IS/MND, p. 23.

<sup>38</sup> IS/MND, p. 23.

<sup>39</sup> Clark Comments, p. 6.

<sup>40</sup> Clark Comments, p. 6.

<sup>41</sup> Clark Comments, p. 9.

<sup>42</sup> Pub. Resources Code § 21082.2; CEQA Guidelines § 15064(f), (h); *Laurel Heights II*, *supra*, 6 Cal. 4th at p. 1123; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68, 75, 82; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 150-151; *Quail Botanical*, *supra*, 29 Cal.App.4th at pp. 1601-1602.

through an EIR, rather than through issuance of a negative declaration.<sup>43</sup> An agency's decision not to require an EIR can be upheld only when there is no credible evidence to the contrary.<sup>44</sup> Substantial evidence can be provided by technical experts or members of the public.<sup>45</sup> "If a lead agency is presented with a fair argument that a project may have a significant effect on the environment, the lead agency shall prepare an EIR even though it may also be presented with other substantial evidence that the project will not have a significant effect."<sup>46</sup>

**A. The IS/MND Fails to Adequately Disclose, Analyze and Mitigate the Project's Potentially Significant Air Quality Impacts**

The IS/MND concludes that with implementation of Mitigation Measures AQ-1 and AQ-2, the Project will not have a significant impact from air quality emissions.<sup>47</sup> Dr. Clark reviewed the IS/MND and provided substantial evidence that the City underestimated the Project's criteria pollutant emissions. Thus, substantial evidence demonstrates that the Project will have significant impacts beyond what is disclosed, analyzed and mitigated in the IS/MND.

**1. The City Lacks Substantial Evidence that the Project's Backup Generators will Run Only 50 Hours**

The Project includes sixteen backup diesel generators that the City assumed would run fifty hours per year, which is the Bay Area Air Quality Management District's ("BAAQMD") stationary source rule's maximum allowable run time.<sup>48</sup> The IS/MND also notes that emergency situations, including power failures, are exempt

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<sup>43</sup> *Citizens Action to Serve All Students v. Thornley* (1990) 222 Cal.App.3d 748, 754.

<sup>44</sup> *Sierra Club v. County of Sonoma* (1992) 6 Cal.App.4th, 1307, 1318; *see also Friends of B Street, supra*, 106 Cal.App.3d at p. 1002 ("If there was substantial evidence that the proposed project might have a significant environmental impact, evidence to the contrary is not sufficient to support a decision to dispense with preparation of an [environmental impact report] and adopt a negative declaration, because it could be 'fairly argued' that the project might have a significant environmental impact").

<sup>45</sup> *See, e.g., Citizens for Responsible and Open Government v. City of Grand Terrace* (2008) 160 Cal.App.4th 1323, 1340 (substantial evidence regarding noise impacts included public comments at hearings that selected air conditioners are very noisy); *see also Architectural Heritage Assn. v. County of Monterey*, 122 Cal.App.4th 1095, 1117-1118 (substantial evidence regarding impacts to historic resource included fact-based testimony of qualified speakers at the public hearing); *Gabric v. City of Rancho Palos Verdes* (1977) 73 Cal.App.3d 183, 199.

<sup>46</sup> CEQA Guidelines § 15062(f).

<sup>47</sup> IS/MND, pp. 22-31.

<sup>48</sup> IS/MND, pp. 28-29.

from the limits in BAAQMD's rules and that the City did not calculate or analyze emissions beyond the 50 hours.<sup>49</sup> The IS/MND also notes that data centers require energy constantly, thereby admitting that there will be significant emissions of criteria pollutants beyond what is modeled.<sup>50</sup> For example, public safety power shutoffs are conducted by Pacific Gas & Electric, which are expected to cause power outages of 24 to 48 hours each.<sup>51</sup> Nearby San Jose Clean Energy estimates that these outages may last several days a year, far beyond the 50 hours modeled in the IS/MND.<sup>52</sup> The IS/MND must be withdrawn, and an EIR must be prepared that considers the emissions associated with running the backup diesel generators beyond 50 hours.<sup>53</sup>

2. Mitigation Measure AQ-2 is Ineffective and Will Not Reduce Criteria Pollutant Emissions to a Less Than Significant Level

CEQA requires mitigation measures to be supported by substantial evidence that they will be effective.<sup>54</sup> The IS/MND's Mitigation Measures AQ-2 states:

"In order to reduce NOX emissions below the BAAQMD threshold, the applicant shall limit non-emergency operation (including testing and maintenance) of each backup diesel generator to no more than 18 hours per year."<sup>55</sup>

According to Dr. Clark, this measure lacks substantial evidence to demonstrate it will be effective.

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<sup>49</sup> IS/MND, p. 29.

<sup>50</sup> See IS/MND, p. 9.

<sup>51</sup> See Pacific Gas & Electric, Public Safety Power Shutoffs, available at [https://www.pge.com/en\\_US/safety/emergency-preparedness/natural-disaster/wildfires/public-safety-power-shutoff-faq.page](https://www.pge.com/en_US/safety/emergency-preparedness/natural-disaster/wildfires/public-safety-power-shutoff-faq.page); Silicon Valley Power, PG&E's Public Safety Power Shutoffs, available at <https://www.siliconvalleypower.com/svp-and-community/safety/pg-e-s-public-safety-power-shutoff-program>.

<sup>52</sup> See San Jose Clean Energy, PG&E Power Shutoffs, available at <https://sanjosecleanenergy.org/psps/>.

<sup>53</sup> See Clark Comments, p. 8.

<sup>54</sup> *Sacramento Old City Ass'n v. City Council* (1991) 229 Ca.3d 1011, 1027.

<sup>55</sup> IS/MND, p. 27.

First, the mitigation measure does not limit non-emergency operation at all. These unmodeled emissions will remain unmitigated and thus are still significant.<sup>56</sup> Second, the IS/MND lacks substantial evidence to show that a maintenance schedule of only 18 hours, rather than the 50 modeled, per backup generator is feasible.<sup>57</sup> Dr. Clark states that it may not be possible to simply reduce necessary maintenance and testing.<sup>58</sup> Thus, substantial evidence shows that the mitigation measure is not feasible and significant impacts remain. Those impacts must be evaluated in an EIR.

**B. The IS/MND Fails to Adequately Disclose, Analyze and Mitigate the Project's Potentially Significant Public Health Impacts**

The IS/MND concludes that public health impacts, as measured in cancer risk from toxic air contaminants ("TAC"), would not be significant.<sup>59</sup> This conclusion suffers from two errors previously noted: the failure to identify the correct sensitive receptor for the Project and the failure to model emissions beyond 50 hours of operation of the backup generators.<sup>60</sup>

Based on the erroneous sensitive receptors, the IS/MND found that the Project creates a cancer risk of 6.8 in one million, below the threshold of significance of 10 in one million.<sup>61</sup> Dr. Clark applied the same health risk calculator as the IS/MND with the correct sensitive receptor used and determined that the actual cancer risk from the Project was 45.6 in one million, far above the threshold of significance, even assuming the Project only requires just 50 hours of operation of backup generators.<sup>62</sup> Dr. Clark determined that, in order to reduce impacts to less than significant, the City must require an operating restriction of 11 hours and 50 minutes per generator per year of operation, including during emergency events.<sup>63</sup>

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<sup>56</sup> Clark Comments, p. 8.

<sup>57</sup> Clark Comments, p. 10.

<sup>58</sup> Clark Comments, p. 10.

<sup>59</sup> IS/MND, p. 30.

<sup>60</sup> Clark Comments, p. 9.

<sup>61</sup> IS/MND, p. 31.

<sup>62</sup> Clark Comments, p. 9.

<sup>63</sup> Clark Comments, p. 10.

Based on these high emissions, Dr. Clark recommends that the City prepare a health risk assessment (“HRA”) to analyze the Project’s potentially significant public health impacts from TACs emitted from the diesel particulate matter.<sup>64</sup> These TACs can increase respiratory disease, lung cancer, and premature death.<sup>65</sup> Dr. Clark thus recognizes that the Project must include a site-specific HRA based on the guidelines issued by the Office of Environmental Health and Hazard Assessment.<sup>66</sup>

**C. The IS/MND Fails to Adequately Disclose, Analyze and Mitigate the Project’s Potentially Significant GHG Impacts**

The CEQA Guidelines require a lead agency to compare a project’s GHG emissions against a threshold of significance that the lead agency determines applies to the Project, or the extent to which the project complies with local regulations and requirements adopted to reduce GHG emissions, provided there is not evidence that GHG emissions would be cumulatively considerable.<sup>67</sup> Here, the City improperly bifurcated the analysis of the Project’s GHG emissions. Specifically, for the part of the Project not covered by a stationary source permit, the City considered consistency with the California Air Resources Board’s (“CARB”) 2017 Scoping Plan, the City’s Climate Action Plan (“CAP”), and Senate Bill (“SB”) 350’s mandate of 100 percent renewable energy by 2050.<sup>68</sup> For the backup generators, the City compared the GHG emissions to a numerical threshold of 10,000 metric tons of carbon dioxide equivalent (“MTCO<sub>2e</sub>”) per year. Both of these analyses fail to demonstrate that Project impacts are less than significant.

**1. Project Emissions from Non-Stationary Sources are Significant**

The IS/MND disclosed that Project emissions will be 34,110.9 MTCO<sub>2e</sub> annually. These emissions are significant, despite any alleged consistency with GHG emission reduction plans.

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<sup>64</sup> Clark Comments, pp. 10-11.

<sup>65</sup> Clark Comments, p. 11.

<sup>66</sup> Clark Comments, p. 11.

<sup>67</sup> CEQA Guidelines § 15064.4 subd. (b).

<sup>68</sup> IS/MND, pp. 60-61.

a. CARB's 2017 Scoping Plan

Consistency with CARB's 2017 Scoping Plan cannot be used to determine with substantial evidence that Project emissions are less than significant. The California Supreme Court ruled that local land use projects cannot rely on statewide emissions reductions plans to demonstrate a less than significant impact from GHG emissions without also providing substantial evidence to show how that statewide goal is appropriate for the local project.<sup>69</sup> Here, the City did not provide substantial evidence that the 2017 Scoping Plan was appropriate for this Project. Further, Dr. Clark determined that the Project's emissions of 34,110.9 MTCO<sub>2e</sub> are significant, particularly when compared to other numeric thresholds.<sup>70</sup>

b. The City's CAP

A CAP can be used to demonstrate that a project's GHG emissions are less than significant provided that the CAP was adopted through a public process and reduces a Project's GHG emissions.<sup>71</sup> Here, the City's CAP was adopted through a public process and does contain provisions that reduce the GHG emissions of data centers, but it was designed towards the state's 2020 GHG emissions targets.<sup>72</sup> The City admits that it must update its CAP for consistency with the State's 2030 goals.<sup>73</sup> For this Project that would be operating beyond 2020, the City's analysis of consistency with 2020 targets is irrelevant. Additionally, even if the Project's CAP consistency could demonstrate emissions are less than significant, Dr. Clark provided substantial evidence to the contrary based on the modeled emissions.<sup>74</sup>

c. SB 350

Similar to CARB's 2017 Scoping Plan, SB 350 is a statewide plan. The IS/MND does not contain substantial evidence to demonstrate that Silicon Valley Power's efforts to meet SB 350 compliance demonstrate that the Project would not

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<sup>69</sup> *Center for Biological Diversity v. Dept. of Fish and Wildlife* (2015) 62 Cal.4th 204, 225-226.

<sup>70</sup> Clark Comments, p. 12.

<sup>71</sup> See CEQA Guidelines § 15064.4 subd. (b)(3).

<sup>72</sup> See City of Santa Clara, Climate Action Plan, available at <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan/climate-action-plan>.

<sup>73</sup> See City of Santa Clara, Climate Action Plan, available at <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan/climate-action-plan>.

<sup>74</sup> Clark Comments, p. 12.

have a significant GHG emission impact. Even if Silicon Valley Power were to meet SB 350's targets, it would not do so for almost 30 years after the Project is operational. With Dr. Clark's evidence that these impacts remain significant, despite consistency with SB 350, the City's assertion that the Project's impacts are less than significant are not supported by substantial evidence.<sup>75</sup>

Despite compliance with plans identified in the IS/MND, Dr. Clark provided substantial evidence showing the Project's GHG emissions would be significant. Therefore, the City must prepare an EIR that analyzes and mitigates these significant GHG emissions.

## 2. Project Emissions from Stationary Sources are Significant

The IS/MND stated that the Project's GHG emissions from the diesel backup generators will total 8,541 MTCO<sub>2</sub>e per year, which is below BAAQMD's stationary source threshold of 10,000 MTCO<sub>2</sub>e per year.<sup>76</sup> First, the BAAQMD targets come from the BAAQMD guidelines designed for compliance with the State's 2020 GHG emission reduction goals, not the current 2030 goals. The City is required, but failed, to provide substantial evidence to demonstrate why using those outdated goals is appropriate. Further, the City relied on modeled emissions data based off of the faulty assumption that the backup generators will be used for 50 hours per year.<sup>77</sup> Dr. Clark provided substantial evidence as to why the City lacks evidence to rely on 50 hours per year of operation. A more reasonable level of use, consistent with expected power outages would demonstrate that Project GHG emissions would exceed even the outdated 10,000 MTCO<sub>2</sub>e threshold.

The City failed to adequately disclose, analyze, and mitigate all of the potentially significant Project impacts on air quality, public health, and from GHG emissions, in violation of CEQA. The City must withdraw the IS/MND and prepare an EIR that properly discloses, analyzes and mitigates these impacts.

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<sup>75</sup> Clark Comments, p. 12.

<sup>76</sup> IS/MND, p. 61.

<sup>77</sup> IS/MND, p. 61.

August 28, 2020

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## V. CONCLUSION

CEQA requires that an EIR be prepared if there is substantial evidence that a project, either individually or cumulatively, may cause a significant effect on the environment.<sup>78</sup> As discussed above, there is substantial evidence supporting a fair argument that the Project would result in significant adverse impacts that were not identified or adequately analyzed, or mitigated in the IS/MND.

We urge the City to fulfill its responsibilities under CEQA by withdrawing the IS/MND and preparing a legally adequate EIR to address the potentially significant impacts described in this comment letter. Only by complying with all applicable laws will the City and the public be able to ensure that the Project's environmental impacts are mitigated to less than significant levels.

Sincerely,



Kyle C. Jones

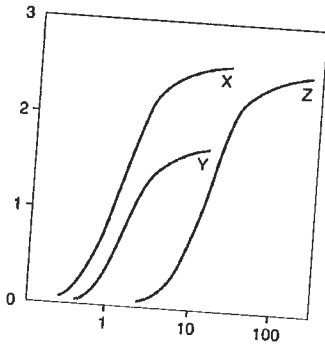
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Exhibits

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<sup>78</sup> Pub. Resources Code § 21151; 14 CCR §15063(b)(1).

# EXHIBIT A



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August 21, 2020

Adams Broadwell Joseph & Cardozo  
520 Capitol Mall, Suite 350  
Sacramento, CA 95814

**Attn: Mr. Kyle C. Jones**

**Subject: Comment Letter on Initial Study With Proposed Mitigated Negative Declaration (IS/MND) for 2905 Stender Way, CoreSite SV9 Data Center, Santa Clara, California, CEQ2020-01075**

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Dear Mr. Jones:

At the request of Adams Broadwell Joseph & Cardozo (ABJC), Clark and Associates (Clark) has reviewed materials related to the July 2020 IS/MND for the above referenced project. The IS/MND was prepared by Circlepoint for the City of Santa Clara Community Development Department.

Clark's review of the materials in no way constitutes a validation of the conclusions or materials contained within the project record. If we do not comment on a specific item this does not constitute acceptance of the item.

**General Comments:**

The City's analysis of the air quality impacts of emissions from the construction and operational phases of the project are unsupported and flawed. The analysis in the IS/MND fails to quantify the total emissions in a meaningful manner in which yearly and daily emissions may be compared to relevant and appropriate standards, fails to address necessary mitigation measures to reduce significant impacts, and makes assertions about the impacts to the surrounding communities without a clear and reproducible methodology. Several mitigation measures outlined in the DEIR are merely aspirational and may not effectively reduce emissions from the project. These flaws are detailed below,

making the conclusions in the IS/MND unsupported. The City must update their analysis as an Environmental Impact Report (EIR) to correct the unsupported conclusions presented in the IS/MND

### **Project Description**

According to the IS/MND the project will be a four-story, 250,000 square-foot data center (SV9). At full buildout, the data center would have 48-megawatt (MW) connections to Silicon Valley Power (SVP) service. The SV9 data center would be approximately 85 feet in height and would house computer servers and supporting equipment for private clients. Sixteen standby option, backup diesel generators (backup generators) would be added to the site to provide backup power to the SV9 data center in the event of an emergency.

Since data centers rely upon a constant supply of power to allow servers to operate continuously, the project will utilize sixteen 3.5-MW backup generators. The backup generators are designed to start up quickly in the event of a power failure. All generators would be located in the equipment yard of the SV9 data center building. The generators are assumed to operate up to 50 hours per year (a total of 800 hours of operation).

The project would include nine modular chiller plants located in the chiller yard adjacent to the SV9 data center. Adiabatic fluid coolers would be installed on the roof of the data center. Each 1,575-ton chiller would be supported by five adiabatic fluid coolers, for a total of 45 adiabatic fluid chillers. The adiabatic fluid coolers require minimal make-up water and would collectively use approximately 18 acre-feet annually, or 5,865,325 gallons. The Proponent anticipates that the make-up water serving the adiabatic fluid coolers would have a single potable source. To supplement, two 15,000-gallon aboveground water storage tanks would be installed on site to provide 24-hours of make-up water in the event of temporary loss of water service. Aboveground water tanks would be installed adjacent to the modular chiller plants.

### **Existing Project Site**

The 3.8-acre project site is in the City of Santa Clara (City), in the Silicon Valley region of the larger San Francisco Bay Area. The project site is in the central part of the City, just south of US Highway 101 (US-101) and west of the San Tomas Expressway. Land use designations surrounding the project site consist of Light Industrial and Planned Industrial to the west, south, and east, Low Intensity

Office/Research and Development to the north, and High Intensity Office/Research and Development farther to the west. The project site is currently zoned as Planned Development.



Source: Google Earth, 2019

The surrounding development consists of one- to five-story buildings with large surface parking lots. Nearby uses include data centers, research and development buildings, biotech companies and other digital technology-oriented uses. Buildings are generally set back from the street by landscaped areas, fencing and surface parking. Street-side trees occur intermittently throughout the area, often breaking up views of existing buildings from the street.

The project site is bound by Central Expressway to the south, Stender Way to the west, adjacent buildings to the north, and San Tomas Aquino Creek to the east. CoreSite's SV3, SV4, SV5, SV6, SV7 & SV8 data centers are immediately west of the project site along Stender Way and Coronado Drive.

Corporate offices for ON Semiconductor (Semiconductor supplier) are immediately to the north while San Tomas Aquino Creek and bike trail is to the east. There are various offices for Allegion,

Crystal Instruments, AccuImage and Sentek Dynamics further to the east across the creek on Owen Street.

**General Comments:**

**1. The Conclusions of the IS/MND Regarding Air Quality, GHG and Health Risks From the Project Are Premature And Are Based On False Assumptions. The IS/MND Fails To Perform Any Significant Cumulative Impact Analyses On Air Quality.**

The SV9 Data Center will add an additional 200,000 square feet to the existing 775,000 square feet plus of data center space operated by Core Site.<sup>1</sup> According to the brochure, the “campus”<sup>2</sup> is comprised of eight operational data centers located adjacent to each other in Santa Clara. The existing campus (located at 2901 Coronado Drive, Santa Clara, CA) is adjacent to the proposed project and encompasses an area slightly more than 11 acres. The aerial footprint of the campus will increase by nearly 1/3 third (an additional 4 acres). The piecemeal construction of the campus by Core Site over the last decade has avoided the cumulative impact analysis required under CEQA.

The IS/MND asserts that there are no significant impacts from existing projects within 1,000 feet of the project site but fails to account for the existing emissions from the CoreSite campus. Emissions from Central Expressway, Universal Semiconductor Technology, ON Semiconductors, Inc., and NVIDIA are included in the cursory analysis. Emissions from the nine permitted sources at the CoreSite campus are ignored. A proper cumulative impact analysis is vital for an environmental analysis “because the full environmental impact of a proposed project cannot be gauged in a vacuum. One of the most important environmental lessons that has been learned is that the environmental damage often occurs incrementally from a variety of small sources with which they interact.”<sup>3</sup> The IS/MND’s conclusion is flawed for the following reasons.

First, the discussion in the comments above indicates that the Project would contribute to an existing significant impact, i.e. degraded air quality in the San Francisco Bay Area air basin as evidenced by frequent violations of PM10, PM2.5 and ozone ambient air quality standards. The Project would increase the emissions of PM10, PM2.5, and ozone precursors and thus would contribute to these

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<sup>1</sup> CoreSite. 2020. SV Online Services Brochure. [https://assets-global.website-files.com/5d95bce2cfbd82fc0aa712b1/5e989bb7ef627df7ec5baf3d\\_0492-bro-mkt-SV-20200301\\_online.pdf](https://assets-global.website-files.com/5d95bce2cfbd82fc0aa712b1/5e989bb7ef627df7ec5baf3d_0492-bro-mkt-SV-20200301_online.pdf)

<sup>2</sup> CoreSite. 2020. SV Online Services Brochure. [https://assets-global.website-files.com/5d95bce2cfbd82fc0aa712b1/5e989bb7ef627df7ec5baf3d\\_0492-bro-mkt-SV-20200301\\_online.pdf](https://assets-global.website-files.com/5d95bce2cfbd82fc0aa712b1/5e989bb7ef627df7ec5baf3d_0492-bro-mkt-SV-20200301_online.pdf)

<sup>3</sup> *Bakersfield Citizens* (2004) 124 Cal. App. 4<sup>th</sup> at 1214 (quoting *Communities for a Better Environment v. California Resources Agency* 103 Cal.App.4<sup>th</sup> at 116).

existing exceedances of ambient air quality standards. Thus, the Project's contribution is *per se* cumulatively significant.

Second, a cumulative impacts analysis must consider past projects, the effects of other current projects, and the effects of probable future projects.<sup>4</sup> The IS/MND did not identify any other closely related, past, present, or reasonably foreseeable probable future projects let alone attempt to quantify their emissions and, thus, to evaluate them cumulatively with the Project.

## **2. Mitigation Measure AQ-1 Does Nothing To Improve The Negative Impacts Of The Project On The Local Air Quality And Increases The Likelihood That The Area Will Become A Hot Spot For Poor Air Quality.**

The City's Mitigation Measure AQ-1 is meaningless and will allow local air quality to be degraded unnecessarily. Allowing NO<sub>x</sub> emissions above the 54 lbs per day threshold for the project (which is only a small portion of the total operational emissions of the CoreSite campus) by paying for offsets ignores the real health impacts associated with exposure to criteria pollutants. According to the U.S. EPA<sup>5</sup> exposure to high concentration of NO<sub>2</sub> can irritate airways in the human respiratory system. Such exposures over short periods can aggravate respiratory diseases, particularly asthma, leading to respiratory symptoms (such as coughing, wheezing or difficulty breathing), hospital admissions and visits to emergency rooms. Longer exposures to elevated concentrations of NO<sub>2</sub> may contribute to the development of asthma and potentially increase susceptibility to respiratory infections. People with asthma, as well as children and the elderly are generally at greater risk for the health effects of NO<sub>2</sub>.

### **Specific Comments:**

#### **1. The IS/MND Fails To Identify The Closest Sensitive Receptor To The Site.**

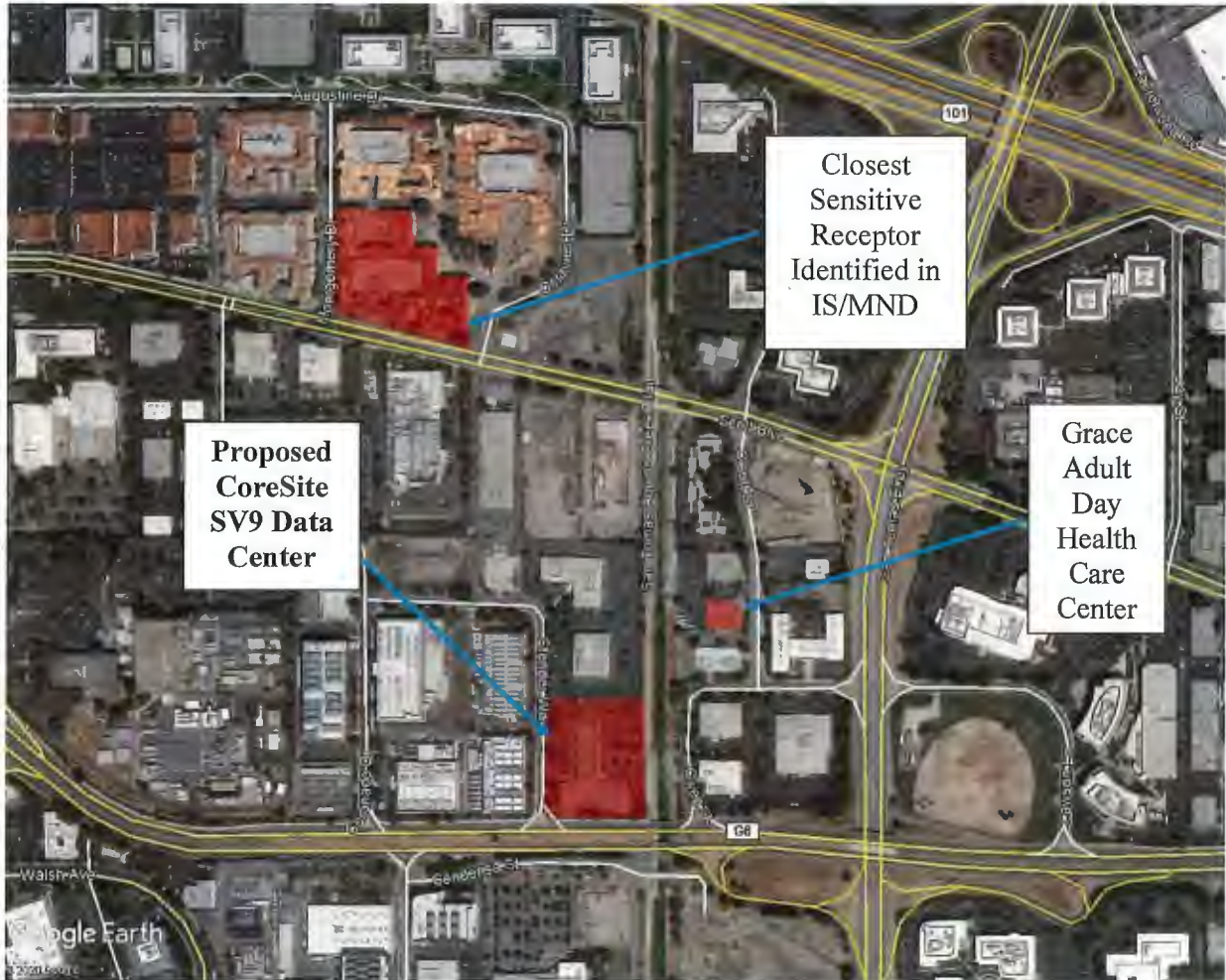
The IS/MND defines Sensitive Receptors as persons who are most likely to be affected by air pollution: infants, children under 18, the elderly over 65, athletes, and people with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive receptors. Locations that may contain a high concentration of these sensitive population groups include residential areas, hospitals,

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<sup>4</sup> CEQA Guidelines §15355(b)

<sup>5</sup>U.S. EPA. 2020. Basic Information about NO<sub>2</sub>. <https://www.epa.gov/no2-pollution/basic-information-about-no2#Effects>

daycare facilities, elder care facilities, elementary schools, churches and places of assembly, and parks. According to the IS/MND the closest sensitive receptors to the project site are existing residences approximately 1,400 feet northwest.



A review of the surrounding area shows that a sensitive receptor significantly closer to the proposed project. The Grace Adult Day Health Care Center is located at 3010 Olcott Street, approximately 375 feet to the north east of the site. According to the Grace Adult Day Health Care Center (ADHC) website, Grace ADHC Center is a licensed day health care program by California Department of Public Health that provides a combination of medical, social and therapy services to adults who have difficulty functioning in their own homes. Services at Grace ADHC include a “structured day program which includes nursing, meals, transportation, social services and restorative therapies such as physical, occupational and speech therapies, in a warm, caring and secure environment.” This oversight significantly alters the assumptions and conclusions contained within the IS/MND. The City must re-

analyze the project impacts and present them in an EIR for the site.

**2. The IS/MND's Analysis of Criteria Pollutant Emissions Is Misleading And Fails to Address The Significant NOx Emissions That Will Occur With The Operational Phase Of The Project.**

Criteria Pollutants include particulate matter (PM), oxides of nitrogen (NOx), oxides of sulfur (SOx), carbon monoxide (CO), and ozone (O<sub>3</sub>). Federally mandated standards (40 CFR part 50) for these pollutants were established to protect public health and the environment. Santa Clara County is considered a nonattainment area for ground-level O<sub>3</sub> and PM<sub>2.5</sub> under both the federal Clean Air Act and the California Clean Air Act. The area is also considered non-attainment for PM<sub>10</sub> under the California Clean Air Act, but not under the federal Act.

According to the IS/MND, the primary emission sources of Criteria Pollutants associated with project are the 16 3,500-kW backup generators during testing and/or their maintenance. The 16 generators would have a combined diesel fuel storage capacity of 61,696 gallons. The City states that "the operation of the substation would result in negligible daily operational emissions."<sup>8</sup> Footnote 8 states that operation emission from the substation were assumed to be less than one pound per day of each criteria pollutants and no modeling was conducted."

Assuming that each backup generator would be operated for up to 50 hours per year, the maximum allowed operational time under BAAQMD stationary source permits, the City calculated total emissions from the project. The City notes that criteria pollutant emissions *were not calculated for emergency use scenarios such as a power failure* (emphasis added), as BAAQMD stationary source permitting exempts emergency use. The net increase in criteria pollutant emissions on the project site was calculated by subtracting the baseline condition emissions from the total project operational emissions as shown in **Table 2-3** of the IS/MND.

**Table 2-3 Net Project Operational Emissions (Project Minus Baseline)**

Emission Source	ROG (tpy/ (lbs/day)	NO <sub>x</sub> (tpy/ (lbs/day)	PM <sub>10</sub> (tpy/ (lbs/day)	PM <sub>2.5</sub> (tpy/ (lbs/day)
BAAQMD Threshold	10 (54)	10 (54)	15 (82)	10 (54)
Project Operational Emissions	1.3 (7.2)	27.6 (151.1)	<0.1 (0.3)	<0.1 (0.2)
Existing Baseline Conditions	0.3 (1.8)	0.5 (2.6)	0.3 (1.7)	0.1 (0.5)
<b>Net Project Emissions</b>	<b>1.0 (5.4)</b>	<b>27.1 (148.5)</b>	<b>-0.3 (-1.4)</b>	<b>-0.1 (-0.3)</b>
<b>Significant?</b>	<b>No</b>	<b>Yes</b>	<b>No</b>	<b>No</b>

Source: Rincon, 2019

tpy = tons per year; lbs/day = pounds per day; ROG = reactive organic gases, NO<sub>x</sub> = nitrogen oxides, PM<sub>10</sub> = particulate matter 10 microns in diameter or less, PM<sub>2.5</sub> = particulate matter 2.5 microns or less in diameter

Note: Averages assume the project would operate 365 days per year. The first number in each cell is the annual emissions (tpy), and the second number is the daily emissions (lb/day).

Table 2-3 shows that combined emissions from project operation would exceed BAAQMD operational emissions thresholds for NO<sub>x</sub>. No other criteria pollutant threshold would be exceeded. The exceedance of the NO<sub>x</sub> annual and daily thresholds is associated with the operation of the diesel generators on site, which would require issuance of a permit from BAAQMD to operate. Operation of the 16 diesel generators 50 hours per year would result in approximately 27 tons of NO<sub>x</sub> emissions annually. **Mitigation Measure AQ-2**, requires the Proponent of the project to reduce annual and average daily NO<sub>x</sub> emissions from the stationary sources on-site during operation to a less-than-significant level. This mitigation measure requires that generator testing and maintenance be kept to no more than 18 hours per year per generator. This measure ignores the cumulative impact from the previously permitted facilities (BAAQMD Facility Identifier (FACID) 19539-1, 19539-2, 19539-3, 19539-4, 19539-5, 19539-6, 19539-7, 19539-8, and 19539-REM), operated by CoreSite at 2901 Coronado Drive. The measure does not account for the impact from emergency use scenarios, such as power failure. Although the BAAQMD stationary source permitting exempts emergency use in the operational emissions, it misses the point that the operations at CoreSite have significant air quality impacts. Assuming the “campus” is actually one operation, the Proponent should be required to re-evaluate the emissions from the whole campus and report them in an environmental impact report (EIR).

**3. The Diesel Particulate Matter (DPM) Concentration Estimated For The Maximum Exposed Individual (MEI) From The Project In The IS/MND Is Inaccurate And Significantly Underestimates The Actual Concentration.**

According to the IS/MND the project will be a source of air pollutant emissions during construction and operation, with the main source being backup generator testing and maintenance. The diesel-fueled generators emit diesel particulate matter (DPM), which is a TAC. The generators are also a source of PM<sub>2.5</sub>, which has known adverse health effects.

Based on the assumption that each of the 16 generators would operate up to 50 hours a year during testing and maintenance, the City calculated that 0.18 lbs of DPM would be emitted. Using the BAAQMD's Health Risk Calculator (Beta 4.0) spreadsheet, the City calculated a ground-level concentration of PM<sub>2.5</sub>/DPM of 0.009 µg/m<sup>3</sup> at sensitive receptors northwest of the project site and an excess cancer risk of 6.8 in one million (below the BAAQMD Significance Threshold of 10).

Having identified a closer sensitive receptor (Adult Day Care Center), and using the same Health Risk Calculator (Beta 4.0) spreadsheet, I have calculated a ground-level concentration of 5/DPM of 0.061 µg/m<sup>3</sup> at the Grace ADHC northeast of the project site and an excess cancer risk of 45.6 in one million (well above the BAAQMD Significance Threshold of 10).

**4. The Proposed Emission Controls Assumed For Project Assumes That Normal Testing And Maintenance Operations Can Be Performed In Approximately One-Third Of The Time Normally Assumed The Testing And Maintenance Is Performed.**

Emissions from combustion engines for stationary uses, including diesel generators, are generally regulated by the US Environmental Protection Agency (U.S. EPA) and the California Air Resources Board (CARB). Engine emission standards are promulgated in a tiered system that designates maximum pollutant emissions. Unlike Off-Road Diesel Powered Engines For Mobile Sources (currently utilizing Tier 4 Interim and Final technology which reduce PM<sub>2.5</sub> emissions by 90% plus) all new generators have U.S. EPA Tier II rating and need to be outfitted with diesel particulate filters. Diesel powered generator engines should be fueled using ultra-low sulfur diesel fuel with a maximum sulfur content of 15 parts per million (ppm). According to the City, all generator engines would be

equipped with California Air Resources Board (CARB) Level 3 verified diesel particulate filters (DPFs) with a minimum control efficiency of 85 percent removal of particulate matter.

In the absence of stricter emission control devices, the City is proposing to reduce the number of hours of potential operation for testing and maintenance on an annual basis. Rather than assuming testing would occur for up to 50 hours per year for each generator, the City is assuming that the same types of maintenance and testing that needs to be performed to ensure the operations of the generators can be accomplished in 36% of the time generally assumed to be required (18 hours instead of 50 hours). Given the complexity of the equipment, reducing the maintenance and testing period by 64% seems like an illogical and unsustainable mitigation measure. The proponents must evaluate the emissions again considering the required maintenance period and include all of the maintenance for the whole campus in this evaluation.

**5. Mitigation Measure AQ-2 Is Insufficient To Achieve The Goal Of Not Exceeding The BAAQMD Significance Threshold of 10.**

Using the Mitigated Measure AQ-2 value of 18 hours per year of testing per generator, and the BAAQMD's Health Risk Calculator (Beta 4.0) spreadsheet, the calculated a ground-level concentration of PM<sub>2.5</sub> of 0.02 µg/m<sup>3</sup> at the Grace ADHC northeast of the project site and an excess cancer risk of 15.2 in one million (well above the BAAQMD Significance Threshold of 10). To achieve a total cancer risk less than the BAAQMD Significance Threshold of 10, the generators will have be run less than 11 hours 50 minutes per year.

**6. Given The Proximity Of Sensitive Receptors To The Site And The Nature of The Toxic Air Contaminants Emitted, The City Must Prepare A Site-Specific Baseline Health Risk Assessment Using Methods From The Office of Environmental Health And Hazard Assessment (OEHHA) To Analyze Diesel Particulate Matter Emissions**

The City has failed in its obligation to perform a site-specific health risk assessment for the project, as required by CEQA. The City's emissions estimates for criteria pollutants do not substitute for a health risk analysis of the cancer risk posed by exposure to toxic air contaminants (TACs), in particular diesel particulate matter (DPM), released during Project construction and operation. Diesel exhaust contains

nearly 40 toxic substances, including TACs and may pose a serious public health risk for residents in the vicinity of the facility. TACs are airborne substances that are capable of causing short-term (acute) and/or long-term (chronic or carcinogenic, i.e., cancer causing) adverse human health effects (i.e., injury or illness). TACs include both organic and inorganic chemical substances. The current California list of TACs includes approximately 200 compounds, including particulate emissions from diesel-fueled engines.

Diesel exhaust has been linked to a range of serious health problems including an increase in respiratory disease, lung damage, cancer, and premature death.<sup>6,7,8</sup> Fine DPM is deposited deep in the lungs in the smallest airways and can result in increased respiratory symptoms and disease; decreased lung function, particularly in children and individuals with asthma; alterations in lung tissue and respiratory tract defense mechanisms; and premature death.<sup>9</sup> Exposure to DPM increases the risk of lung cancer. It also causes non-cancer effects including chronic bronchitis, inflammation of lung tissue, thickening of the alveolar walls, immunological allergic reactions, and airway constriction.<sup>10</sup> DPM is a TAC that is recognized by state and federal agencies as causing severe health risk because it contains toxic materials, unlike PM<sub>2.5</sub> and PM<sub>10</sub>.<sup>11</sup>

The IS/MND fails to include a site-specific analysis of the Project's construction or operational health risk posed by DPM emissions. A health risk assessment (HRA), prepared in accordance with OEHHA guidance for the baseline, construction, and future years of the project, is essential.

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<sup>6</sup> California Air Resources Board, Initial Statement of Reasons for Rulemaking, Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant, Staff Report, June 1998; see also California Air Resources Board, Overview: Diesel Exhaust & Health, <https://ww2.arb.ca.gov/resources/overview-diesel-exhaust-and-health#:~:text=Diesel%20Particulate%20Matter%20and%20Health&text=In%201998%2C%20CARB%20identified%20DPM,and%20other%20adverse%20health%20effects>.

<sup>7</sup> U.S. EPA, Health Assessment Document for Diesel Engine Exhaust, Report EPA/600/8-90/057F, May 2002.

<sup>8</sup> Environmental Defense Fund, Cleaner Diesel Handbook, Bring Cleaner Fuel and Diesel Retrofits into Your Neighborhood, April 2005; [http://www.edf.org/documents/4941\\_cleanerdieselhandbook.pdf](http://www.edf.org/documents/4941_cleanerdieselhandbook.pdf), accessed July 5, 2020.

<sup>9</sup> California Air Resources Board, Initial Statement of Reasons for Rulemaking, Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant, Staff Report, June 1998.

<sup>10</sup> Findings of the Scientific Review Panel on The Report on Diesel Exhaust as adopted at the Panel's April 22, 1998 Meeting.

<sup>11</sup> Health & Safety Code § 39655(a) (defining "toxic air contaminant" as air pollutants "which may cause or contribute to an increase in mortality or in serious illness, or which may pose a present or potential hazard to human health. A substance that is listed as a hazardous air pollutant pursuant to subsection (b) of Section 112 of the federal act (42 U.S.C. Sec. 7412 (b)) is a toxic air contaminant.")

**7. The IS/MND's Greenhouse Gas (GHG) Emissions Analysis Is Unsupportable And Flawed**

The City used tortured logic to first ignore the 1,100 MT CO<sub>2</sub>e per year for annual emissions (data centers are not typical land use types); reclassifying the project as a Small Power Plant with a threshold of 10,000 MT CO<sub>2</sub>e per year for annual emissions; then assuming operational emissions from area sources, water, solid waste and energy demand (34,110.9 MT CO<sub>2</sub>e per year for annual emissions) were merely presented for informational purposes since they exceed the 10,000 MT CO<sub>2</sub>e per year for annual emissions is flawed at best and clearly unsupportable. The cumulative estimate of 42,641.9 MT CO<sub>2</sub>e per year for annual emissions (direct and indirect) makes the project a significant emitter of GHGs. The City must revise their analysis and present the correct total emissions from the project in an EIR.

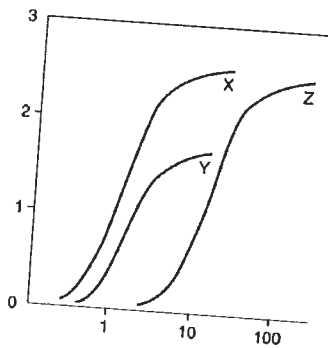
In addition, the City must evaluate the GHG emissions from the whole campus instead of presenting a piecemeal evaluation of the separate project. The cumulative emissions from the Campus have been ignored in previous assessments and the City must accurately account for the impacts.

**Conclusion**

The facts identified and referenced in this comment letter lead me to conclude that the Project could result in significant unmitigated impacts if the air quality analysis is not corrected and the conditions of approval are not binding.

Sincerely,

  
JAMES J. J. CLARK, Ph.D.



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## ***James J. J. Clark, Ph.D.***

*Principal Toxicologist*

**Toxicology/Exposure Assessment Modeling  
Risk Assessment/Analysis/Dispersion Modeling**

### **Education:**

Ph.D., Environmental Health Science, University of California, 1995  
M.S., Environmental Health Science, University of California, 1993  
B.S., Biophysical and Biochemical Sciences, University of Houston, 1987

### **Professional Experience:**

Dr. Clark is a well-recognized toxicologist, air modeler, and health scientist. He has 30 years of experience in researching the effects of environmental contaminants on human health including environmental fate and transport modeling (SCREEN3, AEROMOD, ISCST3, Johnson-Ettinger Vapor Intrusion Modeling, RESRAD, GENII); exposure assessment modeling (partitioning of contaminants in the environment as well as PBPK modeling); conducting and managing human health risk assessments for regulatory compliance and risk-based clean-up levels; and toxicological and medical literature research.

Significant projects performed by Dr. Clark include the following:

### **LITIGATION SUPPORT**

**Case: Pamela Butler Vs. Mallinckrodt, Inc. & Cotter Corporation. Case No.: 4:2018cv01701 United States District Court Eastern District of Missouri Eastern Division**

**Case: Kenneth Edward Koterba Vs. Mallinckrodt, Inc. & Cotter Corporation. Case No.: 4:2018cv01702 United States District Court Eastern District of Missouri Eastern Division**

**Case: Anthony Hines Vs. Mallinckrodt, Inc. & Cotter Corporation. Case No.: 4:2018cv01703 United States District Court Eastern District of Missouri Eastern Division**

**Case: Emery David Walick, III Vs. Mallinckrodt, Inc. & Cotter Corporation. Case No.: 4:2018cv01704 United States District Court Eastern District of Missouri Eastern Division**

**Client: Humphrey, Farrington & McClain, P.C., Independence, Missouri**

Dr. Clark performed a historical dose reconstruction for community members exposed to radioactive waste released into the environment from the St. Louis Air Port Site (SLAPS) and the Hazelwood Interim Storage Site (HISS). The releases resulted in impacts to soils, sediments, surface waters, and groundwater in the vicinity of the SLAPS and HISS sites. The analysis was performed in general accordance with the methods outlined by the Agency for Toxic Substances Control (ATSDR) for assessing radiation doses from historical source areas in North St. Louis County, Missouri.

**Case Result: Trial Pending**

**Case: Don Strong, et al. vs. Republic Services, Inc., Bridgeton Landfill, LLC, vs. Cotter Corporation, N.S.L., Case No.: 17SL-CC01632-01 Circuit Court of St. Louis County, State of Missouri, Division 17**

**Client: Humphrey, Farrington & McClain, P.C., Independence, Missouri**

Dr. Clark performed a historical dose reconstruction for community members from radiologically impacted material (RIM) releases from the adjacent West Lake Landfill. The analysis was performed in general accordance with the methods outlined by the Agency for Toxic Substances Control (ATSDR) for assessing radiation doses from historical source areas in North St. Louis County, Missouri.

**Case Result: Settlement in favor of plaintiff.**

**Case: Arnold Goldstein, Hohn Covas, Gisela Janette La Bella, et al. vs. Exxon Mobil Corporation, PBF Energy Inc., Torrance Refining Company LLC, et al., Case No.: 2:17-cv-02477DSF United States District Court for the Central District of California**

**Client: Sher Edlging, LLP, San Francisco, California and Matern Law Group , PC., El Segundo, California**

Dr. Clark performed a historical dose reconstruction for community members from an active 700 acre petroleum refinery in Los Angeles. The analysis included a multi-year dispersion model was performed in general accordance with the methods outlined by the U.S. EPA and the SCAQMD for assessing the health impacts in Torrance, California. The results of the analysis are being used as the basis for injunctive relief for the communities surrounding the refinery.

**Case Result: Trial Pending**

**Case: Scott D. McClurg, et al. v. Mallinckrodt Inc. and Cotter Corporation.**

**Lead Case No.: 4:12CV00361 AGF United States District Court Eastern District of Missouri Eastern Division**

**Client: Environmental Law Group, Birmingham, AL.**

Dr. Clark performed a historical dose reconstruction for community members and workers exposed to radioactive waste released into the environment from the St. Louis Air Port Site (SLAPS) and the Hazelwood Interim Storage Site (HISS). The releases resulted in impacts to soils, sediments, surface waters, and groundwater in the vicinity of the SLAPS and HISS sites. The analysis included the incorporation of air dispersion modeling across the community to determine ground-level air concentrations and deposition of thorium and uranium isotopes and their respective daughter products. The dose reconstruction considered all relevant pathways to determine total doses of radiation received across the community from 1946 through 2017.

**Case Result: Settlement in favor of plaintiff.**

**Case: Mary Ann Piccolo V. Headwaters Incorporated, et al. Seventh Judicial Court In and For Carbon County, State of Utah. Case No. 130700053**

**Client: Law Offices of Roy L. Mason. Annapolis, MD**

Dr. Clark performed a dose assessment of an individual occupationally exposed to metals and silica from fly ash who later developed cancer. A review of the individual's medical and occupational history was performed to prepare opinions regarding his exposure and later development of cancer.

**Case Result: Settlement in favor of plaintiff.**

**Case: Tracey Coleman V. Headwaters Incorporated, et al. Seventh Judicial Court In and For Carbon County, State of Utah. Case No. 140902847**

**Client: Law Offices of Roy L. Mason. Annapolis, MD**

Dr. Clark performed a dose assessment of an individual occupationally exposed to metals and silica from fly ash who later developed cancer. A review of the individual's medical and occupational history was performed to prepare opinions regarding his exposure and later development of cancer.

**Case Result: Settlement in favor of plaintiff.**

**Case: David Dominguez and Amanda Dominguez V. Cytec Industries, Inc et al. Superior Court of the State Of California for the County Of Los Angeles – Central Civil West. Civil Action. BC533123**

**Client: Rose, Klein, Marias, LLP, Long Beach, California**

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to hexavalent chromium who later developed cancer. A review of the individual's medical and occupational history was performed to prepare opinions regarding her exposure and later development of cancer.

**Case Result: Settlement in favor of plaintiff.**

## **SELECTED AIR MODELING RESEARCH/PROJECTS**

### **Client(s) – Multiple**

Indoor Air Evaluations, California: Performed multiple indoor air screening evaluations and risk characterizations consistent with California Environmental Protection Agency's (Cal/EPA) Department of Toxic Substances Control (DTSC) and Regional Water Quality Control Board (RWQCB) methodologies. Characterizations included the use of DTSC's modified Johnson & Ettinger Model and USEPA models, as well as the attenuation factor model currently advocated by Cal/EPA's Office of Environmental Health and Hazard Assessment (OEHHA).

**Client – Confidential**

Dr. Clark performed a comprehensive evaluation of criteria pollutants, air toxins, and particulate matter emissions from a carbon black production facility to determine the impacts on the surrounding communities. The results of the dispersion model were used to estimate acute and chronic exposure concentrations to multiple contaminants and were incorporated into a comprehensive risk evaluation.

**Client – Confidential**

Dr. Clark performed a comprehensive evaluation of air toxins and particulate matter emissions from a railroad tie manufacturing facility to determine the impacts on the surrounding communities. The results of the dispersion model have been used to estimate acute and chronic exposure concentrations to multiple contaminants and have been incorporated into a comprehensive risk evaluation.

**EMERGING/PERSISTENT CONTAMINANT RESEARCH/PROJECTS**

**Client: City of Santa Clarita, Santa Clarita, California**

Dr. Clark managed the oversight of the characterization, remediation and development activities of a former 1,000 acre munitions manufacturing facility for the City of Santa Clarita. The site is impacted with a number of contaminants including perchlorate, unexploded ordinance, and volatile organic compounds (VOCs). The site is currently under a number of regulatory consent orders, including an Imminent and Substantial Endangerment Order. Dr. Clark assisted the impacted municipality with the development of remediation strategies, interaction with the responsible parties and stakeholders, as well as interfacing with the regulatory agency responsible for oversight of the site cleanup.

**Client – Confidential, Los Angeles, California**

Dr. Clark is performing a comprehensive review of the potential for pharmaceuticals and their by-products to impact groundwater and surface water supplies. This evaluation will include a review if available data on the history of pharmaceutical production in the United States; the chemical characteristics of various pharmaceuticals; environmental fate and transport; uptake by xenobiotics; the potential effects of pharmaceuticals on water treatment systems; and the potential threat to public health. The results of the evaluation may be used as a briefing tool for non-public health professionals.

## **PUBLIC HEALTH/TOXICOLOGY**

### **Client: Brayton Purcell, Novato, California**

Dr. Clark performed a toxicological assessment of residents exposed to methyl-tertiary butyl ether (MTBE) from leaking underground storage tanks (LUSTs) adjacent to the subject property. The symptomology of residents and guests of the subject property were evaluated against the known outcomes in published literature to exposure to MTBE. The study found that residents had been exposed to MTBE in their drinking water; that concentrations of MTBE detected at the site were above regulatory guidelines; and, that the symptoms and outcomes expressed by residents and guests were consistent with symptoms and outcomes documented in published literature.

### **Client: Covanta Energy, Westwood, California**

Evaluated health risk from metals in biosolids applied as soil amendment on agricultural lands. The biosolids were created at a forest waste cogeneration facility using 96% whole tree wood chips and 4 percent green waste. Mass loading calculations were used to estimate Cr(VI) concentrations in agricultural soils based on a maximum loading rate of 40 tons of biomass per acre of agricultural soil. The results of the study were used by the Regulatory agency to determine that the application of biosolids did not constitute a health risk to workers applying the biosolids or to residences near the agricultural lands.

### **Client: Kaiser Venture Incorporated, Fontana, California**

Prepared PBPK assessment of lead risk of receptors at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

## **RISK ASSESSMENTS/REMEDIAL INVESTIGATIONS**

### **Kaiser Ventures Incorporated, Fontana, California**

Prepared health risk assessment of semi-volatile organic chemicals and metals for a fifty-year old wastewater treatment facility used at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

**ANR Freight - Los Angeles, California**

Prepared a comprehensive Preliminary Endangerment Assessment (PEA) of petroleum hydrocarbon and metal contamination of a former freight depot. This evaluation was as the basis for reaching closure of the site with lead regulatory agency.

**Kaiser Ventures Incorporated, Fontana, California**

Prepared comprehensive health risk assessment of semi-volatile organic chemicals and metals for 23-acre parcel of a 1,100-acre former steel mill. The health risk assessment was used to determine clean up goals and as the basis for granting closure of the site by lead regulatory agency. Air dispersion modeling using ISCST3 was performed to determine downwind exposure point concentrations at sensitive receptors within a 1 kilometer radius of the site. The results of the health risk assessment were presented at a public meeting sponsored by the Department of Toxic Substances Control (DTSC) in the community potentially affected by the site.

**Unocal Corporation - Los Angeles, California**

Prepared comprehensive assessment of petroleum hydrocarbons and metals for a former petroleum service station located next to sensitive population center (elementary school). The assessment used a probabilistic approach to estimate risks to the community and was used as the basis for granting closure of the site by lead regulatory agency.

**Client: Confidential, Los Angeles, California**

Managed oversight of remedial investigation most contaminated heavy metal site in California. Lead concentrations in soil excess of 68,000,000 parts per billion (ppb) have been measured at the site. This State Superfund Site was a former hard chrome plating operation that operated for approximately 40-years.

**Client: Confidential, San Francisco, California**

Coordinator of regional monitoring program to determine background concentrations of metals in air. Acted as liaison with SCAQMD and CARB to perform co-location sampling and comparison of accepted regulatory method with ASTM methodology.

**Client: Confidential, San Francisco, California**

Analyzed historical air monitoring data for South Coast Air Basin in Southern California and potential health risks related to ambient concentrations of carcinogenic metals and volatile organic compounds. Identified and reviewed the available literature and calculated risks from toxins in South Coast Air Basin.

**IT Corporation, North Carolina**

Prepared comprehensive evaluation of potential exposure of workers to air-borne VOCs at hazardous waste storage facility under SUPERFUND cleanup decree. Assessment used in developing health based clean-up levels.

**Professional Associations**

American Public Health Association (APHA)

Association for Environmental Health and Sciences (AEHS)

American Chemical Society (ACS)

International Society of Environmental Forensics (ISEF)

Society of Environmental Toxicology and Chemistry (SETAC)

**Publications and Presentations:**

**Books and Book Chapters**

Sullivan, P., **J.J. J. Clark**, F.J. Agardy, and P.E. Rosenfeld. (2007). *Synthetic Toxins In The Food, Water and Air of American Cities*. Elsevier, Inc. Burlington, MA.

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Sullivan, P.J., Agardy, F.J., **Clark, J.J.J.** 2002. *America's Threatened Drinking Water: Hazards and Solutions*. Trafford Publishing, Victoria B.C.

**Clark, J.J.J.** 2001. "TBA: Chemical Properties, Production & Use, Fate and Transport, Toxicology, Detection in Groundwater, and Regulatory Standards" in *Oxygenates in the Environment*. Art Diaz, Ed.. Oxford University Press: New York.

**Clark, J.J.J.** 2000. "Toxicology of Perchlorate" in *Perchlorate in the Environment*. Edward Urbansky, Ed. Kluwer/Plenum: New York.

**Clark, J.J.J.** 1995. Probabilistic Forecasting of Volatile Organic Compound Concentrations At The Soil Surface From Contaminated Groundwater. UMI.

Baker, J.; **Clark, J.J.J.**; Stanford, J.T. 1994. Ex Situ Remediation of Diesel Contaminated Railroad Sand by Soil Washing. Principles and Practices for Diesel Contaminated Soils, Volume III. P.T. Kostecki, E.J. Calabrese, and C.P.L. Barkan, eds. Amherst Scientific Publishers, Amherst, MA. pp 89-96.

#### **Journal and Proceeding Articles**

- Tam L. K., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008) A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, Volume 70 (2008) page 002254.
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- Hensley A.R., Scott, A., Rosenfeld P.E., **Clark, J.J.J.** (2007). "Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility." *Environmental Research*. 105:194-199.
- Rosenfeld, P.E., **Clark, J. J.**, Hensley, A.R., and Suffet, I.H. 2007. "The Use Of An Odor Wheel Classification For The Evaluation of Human Health Risk Criteria For Compost Facilities" *Water Science & Technology*. 55(5): 345-357.
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- Rosenfeld, P.E., **Clark, J. J.** and Suffet, I.H. 2005. "The Value Of An Odor Quality Classification Scheme For Compost Facility Evaluations" The U.S. Composting Council's 13<sup>th</sup> Annual Conference January 23 - 26, 2005, Crowne Plaza Riverwalk, San Antonio, TX.
- Rosenfeld, P.E., **Clark, J. J.** and Suffet, I.H. 2004. "The Value Of An Odor Quality Classification Scheme For Urban Odor" WEFTEC 2004. 77th Annual Technical Exhibition & Conference October 2 - 6, 2004, Ernest N. Morial Convention Center, New Orleans, Louisiana.
- Clark, J.J.J.** 2003. "Manufacturing, Use, Regulation, and Occurrence of a Known Endocrine Disrupting Chemical (EDC), 2,4-Dichlorophenoxyacetic Acid (2,4-D) in California Drinking Water Supplies." National Groundwater Association Southwest Focus Conference: Water Supply and Emerging Contaminants. Minneapolis, MN. March 20, 2003.

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- Clark J.J.J.**, Brown, A., Ulrey, A. 1997. Impacts of Perchlorate On Drinking Water In The Western United States. U.S. EPA Symposium on Biological and Chemical Reduction of Chlorate and Perchlorate, Cincinnati, OH, December 5, 1997.
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Ozone Exposures in Residents of Los Angeles County. American Review of Respiratory Disease. 141(4):A70.

Tierney, D.F. and **J.J.J. Clark**. (1990). Lung Polyamine Content Can Be Increased By Spermidine Infusions Into Hyperoxic Rats. American Review of Respiratory Disease. 139(4):A41.



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September 29, 2020  
Project No: 19-07875

Brianna Bohonock  
Circlepoint  
2100 West Orangewood Avenue, Suite 215  
Orange, California 92868  
Via email: [b.bohonok@circlepoint.com](mailto:b.bohonok@circlepoint.com)

**Subject: CoreSite SV9 Data Center Supplemental Air Quality Memorandum**

Dear Ms. Bohonock:

Rincon prepared the Air Quality and Greenhouse Gas Study for the CoreSite SV9 Data Center in January 2020 to support the project's California Environmental Quality Act (CEQA) Initial Study-Mitigated Negative Declaration. During the project's public review period the City of Santa Clara received two comments related to air quality. One comment, from the Bay Area Air Quality Management District (BAAQMD), requested revisions to the project's cumulative health risk screening analysis. A second comment, from a member of the public, identified a sensitive receptor near the project site not accounted for in the Air Quality and Greenhouse Gas Study. This memorandum provides a revised health risk assessment analysis for the proposed project.

## Background

The project site is in central Santa Clara, south of US Highway 101 (U.S. 101) and west of the San Tomas Expressway. Land use designations surrounding the project site consist of Light Industrial and Planned Industrial to the west, south, and east; Low Intensity Office/Research and Development to the north, and High Intensity Office/Research and Development farther to the west. Nearby uses include data centers, research and development buildings, biotech companies and other digital technology-oriented uses.

The nearest sensitive receptors identified in the Air Quality and Greenhouse Gas Study were residences located approximately 1,400 feet northwest of the project site. However, a comment letter received during the public review period stated that a sensitive receptor within 1,000 feet of the project site was not identified in the study. The Grace Adult Day Health Care Center, located at 3010 Olcott Street, is approximately 375 feet northeast of the project site boundary. Air quality sensitive receptors are identified as that segment of the public most susceptible to respiratory distress, such as children under 14; the elderly over 65; people engaged in strenuous work or exercise; and people with cardiovascular and chronic respiratory diseases. Therefore, the Grace Adult Day Health Care Center is considered a sensitive receptor.

On a conference call with BAAQMD on August 25, 2020 the air district noted that the cumulative health risk screening analysis should include emissions data from nearby data centers within 1,000 feet of the project site, specifically the CoreSite SV7 Data Center located northwest of the project site. The initial



cumulative health risk assessment analysis was conducted using BAAQMD's *Stationary Source Risk & Hazard Analysis Tool* (2012) which has since been replaced with *Permitted Stationary Source Risk and Hazards* mapping tool (2017) that includes data from the CoreSite SV7 Data Center. Therefore, the screening health risk analysis has been revised as described below to include the Grace Adult Day Health Care Center as a new sensitive receptor and the nearby CoreSite Data Centers as stationary sources.

## Significance Thresholds

BAAQMD has established screening criteria applicable to projects that would introduce new stationary sources of toxic air contaminant (TAC) emissions or add vehicle trips to major roadways, which are sources of TAC and particulate matter up to 2.5 microns (PM<sub>2.5</sub>) emissions. Community risk and hazards screening tools from BAAQMD can be applied to provide conservative estimates of TAC exposure. If these screening tools indicate that TAC levels from the project may be excessive, BAAQMD recommends that further, more refined analysis, including site-specific dispersion modeling, be conducted for more accurate (and usually lower) risk and hazard estimates. The screening tools provide estimates for PM<sub>2.5</sub> concentrations, cancer risk, chronic hazard risk, and acute hazard risk from stationary, roadway, and highway sources. The risk and hazard screening analysis process includes the identification of emissions sources (permitted sources, highways, and major roadways [more than 10,000 average daily vehicle trips]) within 1,000 feet of the project's fence line using BAAQMD screening tools. If impacts due to emissions of TACs or PM<sub>2.5</sub> from any individual source would exceed any of the thresholds shown below, the project would result in a significant impact. Thresholds include:

- Non-compliance with a qualified risk reduction plan;
- An excess cancer risk level of more than 10 in one million, or a non-cancer (i.e., chronic or acute) hazard index greater than 1.0 would be a cumulatively considerable contribution; or
- An incremental increase of greater than 0.3 micrograms per cubic meter (µg/m<sup>3</sup>) annual average PM<sub>2.5</sub> would be a cumulatively considerable contribution.

## Methodology

### Risk and Hazard Screening

BAAQMD provides community risk and hazards screening tools for agencies to use in deciding whether there should be further environmental review of a project. According to BAAQMD, the screening tools provide conservative estimates and a more refined analysis, including site-specific dispersion modeling, should be conducted for more accurate (and usually lower) risk and hazard estimates<sup>1</sup> The screening tools provide estimates for PM<sub>2.5</sub> concentrations, cancer risk, chronic hazard risk, and acute hazard risk from stationary, roadway, and highway sources. The risk and hazard screening analysis process includes the following steps:

1. Identify emissions sources (permitted sources, highways, major roadways, and railways) within 1,000 feet of the project's fence line using BAAQMD screening tools. If there are no sources within 1,000 feet of the project, then there is no significant impact for risk and hazards and no

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<sup>1</sup> BAAQMD. 2012. *Recommended Methods for Screening and Modeling Local Risks and Hazards*.  
<http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/risk-modeling-approach-may-2012.pdf>



further analysis is needed. If emissions sources exist within 1,000 feet of the project, proceed to Step 2 to conduct initial conservative screening.

2. If emissions sources are present within 1,000 feet of the project site, conduct initial conservative screening using BAAQMD screening tools, comparing each source's estimated cancer risk,  $PM_{2.5}$ , and hazard values to applicable thresholds. Sum all of the sources' impacts for comparison to applicable cumulative thresholds. If the risk and hazard estimates for an individual source and/or the cumulative impacts are below BAAQMD's thresholds of significance, then there is no significant impact for risk and hazards and no further analysis is needed. If thresholds are exceeded, then proceed to Step 3 to conduct advanced screening for more refined estimates.
3. If emissions sources present within 1,000 feet of the project site have risk and hazards above BAAQMD thresholds using the method described in Step 2, conduct advanced screening for more refined estimates. To refine estimates, scale highway and roadway risk and  $PM_{2.5}$  values to reflect actual traffic and distances from the project using BAAQMD methods from the Modeling Report.<sup>1</sup> If the refined risk and hazard estimates are below applicable thresholds, then there is no significant impact for risk and hazards and no further analysis is needed. If thresholds are exceeded, then proceed to Step 4 to conduct refined modeling analysis.
4. If emissions sources present within 1,000 feet of the project site have refined risk and hazards estimates above BAAQMD thresholds as determined in Step 3, conduct refined modeling analysis. For highways and major roadways, use local traffic and meteorology data to model risk and hazards using BAAQMD methods from the Modeling Report.<sup>1</sup> If the risk and hazard estimates with refined modeling are below thresholds, then there is no significant impact for risk and hazards and no further analysis is needed. If thresholds are exceeded, then risk reduction strategies should be implemented.

According to BAAQMD, the adult/elderly care center is considered a sensitive air quality receptor. The California Air Resources Board has identified diesel particulate matter (DPM) as the primary airborne carcinogen in the state. The primary source of DPM from the project operation is exhaust from the 16 emergency diesel generators. In addition, BAAQMD recommends analyzing nearby permitted stationary sources, major roadways, highways, and railroads. In order to reassess potential exposure to TACs for sensitive receptors to a new source, the BAAQMD risk and hazard screening analysis using BAAQMD's screening tools was used to assess whether the project may subject nearby sensitive receptors to substantial sources of TACs. Sources within 1,000 ft of the project site were evaluated for cumulative effects per BAAQMD's *CEQA Air Quality Guidelines*. There are no railways or freeways within 1,000 feet of the project site. Therefore, only the major road sources were included in the cumulative analysis.

## Health Risks from Generator Operation

Per guidance in BAAQMD's *Recommended Methods for Screening and Modeling Local Risks and Hazards* (2012), for new sources there is no project radius recommended. Rather the location of the maximum risk, hazard, and  $PM_{2.5}$  concentration from the new source affecting a receptor should be identified. The nearest sensitive receptors to the project site are the attendants of the Grace Adult Day Health Care Center located approximately 375 feet to the northeast of the project site boundary. Although the generators would be located in the south east corner of the project site adjacent to the Central Expressway approximately 675 feet southwest of the Grace Adult Day Health Care Center, this analysis is conservatively based on the distance between the receptor and the projects boundary. As



recommended by the BAAQMD *CEQA Air Quality Guidelines*<sup>2</sup>, the estimated risk associated with sources permitted by BAAQMD, such as the proposed diesel generators, should be evaluated first using a screening-level analysis. BAAQMD’s *Risk and Hazards Emissions Screening Calculator (Beta Version)* was used to calculate cancer risk, chronic hazard index, and PM<sub>2.5</sub> concentrations using the emissions data for the operation of all 16 diesel generators for 50 hours per year, the maximum allowed operational time under BAAQMD stationary source permits.

Diesel generator emission estimates were based on manufacturer specifications, exhaust emission data for U.S. Environmental Protection Agency (EPA) Tier 2 emissions standards, and BAAQMD’s maximum allowed operational duration of the generators (i.e., 50 hours/year). To evaluate ground level concentration of DPM and PM<sub>2.5</sub>, it was conservatively assumed that DPM emissions would be equivalent to the generator PM emissions and PM<sub>2.5</sub> emissions made up 97.6 percent of total generator PM emissions.<sup>3</sup> Based on the manufacturer exhaust emissions rate certification and implementation of best available control technology, daily average DPM emissions and PM<sub>2.5</sub> emissions would be approximately be 0.18 pounds per day, as included in the Air Quality and Greenhouse Gas Emissions Study (Attachment A). Consequently, at the project site the associated cancer risk would be 253.2 in one million, the chronic hazard index would be 0.068, and PM<sub>2.5</sub> emissions would be 0.34 µg/m<sup>3</sup>. BAAQMD’s *Diesel Internal Combustion Engine Distance Multiplier Tool* further refines the screening values for risk and PM<sub>2.5</sub> based on the distance to the nearest receptor. The estimated cancer risk, hazard index and PM<sub>2.5</sub> concentration at approximately 375 feet from the project site boundary was compared to the BAAQMD single source thresholds.

Table 1 summarizes the results associated with operation of the generators equipped with a diesel particulate filter for 50 hours at the nearest sensitive receptor considered the maximum exposed individual (MEI) in this revised analysis.

Table 1 Health Risks from Generator Operation (50 Hours Per Year at 375 Feet)

Scenario	Excess Cancer Risk (per million)	Chronic Health Risk <sup>1,2</sup>	PM <sub>2.5</sub> µg/m <sup>3</sup> annual average
Maximum Exposed Individual	43.05	0.012	0.058
BAAQMD Significance Threshold	>10	>1	>0.3
Threshold Exceeded?	Yes	No	No

PM<sub>2.5</sub> = particulate matter less than 2.5 microns in size; µg/m<sup>3</sup> = micrograms per cubic meter;

<sup>1</sup> Noncancer health impacts are determined by dividing the airborne concentration at the receptor by the appropriate Reference Exposure Level (REL) for that substance. A REL is defined as the concentration at which no adverse noncancer health effects are anticipated. Because noncancer health impacts are assessed as the ratio of airborne concentration versus the REL, the resulting hazard index is unitless.

<sup>2</sup> There is no acute reference exposure level for diesel exhaust to calculate acute health risk. Furthermore, except for unusual circumstances of high exposure, Office of Environmental Health Hazard Assessment does not recommend acute analysis for DPM.

<sup>2</sup> Bay Area Air Quality Management District. 2017. California Environmental Quality Act Air Quality Guidelines. May 2017. [https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa\\_guidelines\\_may2017-pdf.pdf?la=en](https://www.baaqmd.gov/~/media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en)

<sup>3</sup> South Coast Air Quality Management District. 2006. Final -Methodology to Calculate Particulate Matter (PM) 2.5 and PM 2.5 Significance Thresholds. October 2006. [http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/particulate-matter-\(pm\)-2.5-significance-thresholds-and-calculation-methodology/final\\_pm2\\_5methodology.pdf?sfvrsn=2](http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/particulate-matter-(pm)-2.5-significance-thresholds-and-calculation-methodology/final_pm2_5methodology.pdf?sfvrsn=2)



As shown in Table 1, operation of the diesel generators equipped with a DPF for 50 hours per year would result in an exceedance of BAAQMD single source significance thresholds for excess cancer risk at the nearest sensitive receptor, Grace Adult Day Health Care Center, but not chronic risk or ground level PM<sub>2.5</sub> concentrations. Mitigation Measure AQ-2, as revised from the prior version of the Air Quality and Greenhouse Gas Study and Draft Initial Study-Mitigated Negative Declaration, would be required to reduce health risks to nearby sensitive receptors associated with DPM exposure from generator operation. Reduced health risks with implementation of Mitigation Measure AQ-2 are shown in Table 4.

## Cumulative Health Risks from Generator Operation

BAAQMD's *Recommended Methods for Screening and Modeling Local Risks and Hazards*<sup>4</sup> recommends assessing cumulative impacts of a new source or sources in combination with existing sources located within 1,000 feet of the project site. Cumulative impacts to the maximally impacted receptor should include the new source as well as any additional sources located within a 1,000-foot radius of the project site. BAAQMD's Stationary Source Inquiry Form and request process was used to obtain the most updated health risk and PM<sub>2.5</sub> values associated with facilities permitted stationary sources within 1,000 feet of the project site, including nearby data centers as requested by BAAQMD. BAAQMD's *Permitted Stationary Source Risk and Hazards* mapping tool showed 17 other stationary sources within 1,000 feet of the project site.<sup>5</sup> The source types for all identified stationary sources were generators except for NVIDIA (Facility ID 13074) which included boilers in addition to permitted generators. Because the project site is also located adjacent to the Central Expressway, BAAQMD provided cancer risk and PM<sub>2.5</sub> concentrations associated with nearby highways, major roadways >30,000 AADT (annual average daily traffic), and railroads at the project site. BAAQMD utilized AERMOD and EMFAC2014 data for fleet mix following the California Office of Environmental Health Hazard Assessment's 2015 *Air Toxics Hot Spots Guidance* methods to model health risk and PM<sub>2.5</sub> concentrations in 20- by 20-meter grid cells across the Bay Area.

The revised cumulative analysis at the MEI included stationary sources as shown in Table 2. Because the *Distance Adjustment Multiplier Tool for Diesel Internal Combustion (IC)* in the *Risk and Hazards Emissions Screening Calculator* (Beta Version) does not extend beyond 919 feet, the maximum distance adjustment multiplier provided in the tool was used for each stationary source that was greater than 919 feet from the MEI to provide a conservative analysis.

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<sup>4</sup> Bay Area Air Quality Management District. 2011. Recommended Methods for Screening and Modeling Local Risks and Hazards. Version 2.0. May 2011. <http://www.baaqmd.gov/~media/Files/Planning%20and%20Research/CEQA/BAAQMD%20Modeling%20Approach.ashx>

<sup>5</sup> BAAQMD confirmed via email on September 9, 2020, that the health risk data for these sources is the mostly recently available.



Table 2 Stationary Sources within 1,000 feet of the Project Site

Source Name	Facility Identification Number	Distance to MEI
NVIDIA	13074	1,440 feet southeast
ON Semiconductors Inc.	19856	840 feet southwest
A100 US LLC	22375	1,430 feet southwest
CoreSite facilities	19539-1, 19539-2, 19539-3, 19539-4, 19539-5, 19539-6, 19539-7, 19539-8, 19539-9, and 19539-remainder	1,080 feet southwest
Vantage Data Management	20295-24, 20295-25, 20295-26, and 20295-27	1,675 feet southwest

Source: BAAQMD. 2017. Permitted Stationary Source Risk and Hazards mapping tool.

The revised cumulative analysis includes risk and PM<sub>2.5</sub> concentration associated with roadway traffic on the Central Expressway between Bowers Avenue and San Tomas Expressway, approximately 730 feet south of the MEI. Health risk and PM<sub>2.5</sub> concentrations from the Central Expressway at the MEI were obtained from BAAQMD. Cumulative impacts at the MEI from project operation and other sources within 1,000 feet of the project site are reported in Table 3.

Table 3 Cumulative Health Risks at the MEI

Source	Excess Cancer Risk (per million)	Chronic Health Risk <sup>1</sup>	PM <sub>2.5</sub> µg/m <sup>3</sup> annual average
Unmitigated Project Operation	43.04	0.012	0.058
NVIDIA (Facility ID 13074) <sup>2</sup>	1.86	0.0032	0.013
ON Semiconductor Inc. (Facility ID 19856)	0.016	0	0
A100 US LLC (Facility ID 22375) <sup>2</sup>	2.06	0.002	0.0028
Coresite (Facility ID 19539-1) <sup>2</sup>	0.41	0.0012	0.0004
Coresite (Facility ID 19539-2) <sup>2</sup>	0.41	0.0012	0.0004
Coresite (Facility ID 19539-3) <sup>2</sup>	0.41	0.0012	0.0004
Coresite (Facility ID 19539-4) <sup>2</sup>	0.41	0.0012	0.0004
Coresite (Facility ID 19539-5) <sup>2</sup>	0.31	0.0012	0.0004
Coresite (Facility ID 19539-6) <sup>2</sup>	0.24	0.0008	0.0004
Coresite (Facility ID 19539-7) <sup>2</sup>	0.24	0.0008	0.0004
Coresite (Facility ID 19539-8) <sup>2</sup>	0.24	0.0008	0.0004



Coresite (Facility ID 19539-9) <sup>2</sup>	0.24	0.0008	0.0004
Coresite (Facility ID 19539-Remainder) <sup>2</sup>	0.90	0.0024	0.0012
Vantage Data Centers Management (Facility ID 20295-24) <sup>2</sup>	0.04	0	0
Vantage Data Centers Management (Facility ID 20295-25) <sup>2</sup>	0.02	0	0
Vantage Data Centers Management (Facility ID 20295-26) <sup>2</sup>	0.05	0	0
Vantage Data Centers Management (Facility ID 20295-27) <sup>2</sup>	0.05	0	0
Central Expressway <sup>3</sup>	18.75	--	0.404
<b>Cumulative Total</b>	69.69	0.03	0.4826
BAAQMD Significance Threshold	>100	>10	>0.8
Threshold Exceeded?	No	No	No

<sup>1</sup> Noncancer health impacts are determined by dividing the airborne concentration at the receptor by the appropriate Reference Exposure Level (REL) for that substance. A REL is defined as the concentration at which no adverse noncancer health effects are anticipated. Because noncancer health impacts are assessed as the ratio of airborne concentration versus the REL, the resulting hazard index is unitless. See Attachment B for calculations and HRA data.

<sup>2</sup> Calculated using the BAAQMD's *Risk and Hazards Emissions Screening Calculator* (Beta Version) at the maximum distance available in the distance multiplier tools. For backup diesel generators the maximum distance is 918.6 feet and for generic cases is 984.3 feet.

<sup>3</sup> Based on health risk raster data for Major Streets provided by BAAQMD. No highways or railways within 1,000 feet of the project site.

As shown in Table 3, cumulative sources of TACs would not result in an exceedance of annual PM<sub>2.5</sub> concentrations, chronic or cancer health risks above cumulative significance thresholds at the MEI with operation of the diesel generators equipped with a diesel particulate filter for 50 hours per year.

### Mitigation Measures

Operation of the 16 diesel generators would present a potential excess cancer risk due to DPM exposure if operated at the maximum allowed operational time under BAAQMD stationary source permits. Therefore, the Mitigation Measure AQ-2 modified from the prior version of the Air Quality and Greenhouse Gas Study and the Draft Initial Study-Mitigated Negative Declaration focuses on reduction of DPM emissions through limiting operation of the diesel generators. The following revised mitigation measure would be required to reduce impacts to a less than significant level. Revisions are shown in strikeout and underline.

#### *Mitigation Measure AQ-2*

In order to reduce NO<sub>x</sub> emissions and health risk below the BAAQMD threshold, the applicant shall limit non-emergency operation (including testing and maintenance) of each back up diesel generator to no more than 1118 hours per year.



## Significance After Mitigation

Mitigation Measure AQ-2 would require operational hours for each generator not exceed 11 hours per year. Operational emissions after implementation of Mitigation Measure AQ-2 were calculated based on manufacturer specifications, exhaust emission data for U.S. EPA Tier 2 emissions standards, and assuming each generator would be equipped with a DPF. Daily average DPM emissions and PM<sub>2.5</sub> emissions from operation of all project generators after implementation of Mitigation Measure AQ-2 would be approximately be 0.04 pounds per day. Consequently, at the project site the associated cancer risk would be 56.6 in one million, the chronic hazard index would be 0.015, and PM<sub>2.5</sub> emissions would be 0.074 µg/m<sup>3</sup>. The BAAQMD’s *Diesel Internal Combustion Engine Distance Multiplier Tool* was used to further refine the screening values for risk and PM<sub>2.5</sub> based on the distance to the nearest receptor (i.e., approximately 375 feet). As shown in Table 4, limitation of non-emergency operation of the generators to 11 hours per year under Mitigation Measure AQ-2 would reduce health risk to below the BAAQMD individual threshold and would therefore ensure that the project would not expose sensitive receptors to substantial pollutant concentrations.

Table 4 Health Risks from Generator Operation (11 Hours Per Year at 375 Feet)

Scenario	Excess Cancer Risk (per million)	Chronic Health Risk <sup>1,2</sup>	PM <sub>2.5</sub> µg/m <sup>3</sup> annual average
Maximum Exposed Individual	9.63	0.0026	0.013
BAAQMD Significance Threshold	>10	>1	>0.3
Threshold Exceeded?	No	No	No

PM<sub>2.5</sub> = particulate matter less than 2.5 microns in size; µg/m<sup>3</sup> = micrograms per cubic meter;

<sup>1</sup> Noncancer health impacts are determined by dividing the airborne concentration at the receptor by the appropriate Reference Exposure Level (REL) for that substance. A REL is defined as the concentration at which no adverse noncancer health effects are anticipated. Because noncancer health impacts are assessed as the ratio of airborne concentration versus the REL, the resulting hazard index is unitless.

<sup>2</sup> There is no acute reference exposure level for diesel exhaust to calculate acute health risk. Furthermore, except for unusual circumstances of high exposure, Office of Environmental Health Hazard Assessment does not recommend acute analysis for DPM.

## Conclusions

Operation of the backup diesel generators for 50 hours per year (the permitting maximum) would exceed BAAQMD significance thresholds for health risk for an individual source at the nearest sensitive receptor (Grace Adult Day Health Care Center). Mitigation Measure AQ-2, as revised from the Air Quality and Greenhouse Gas Study, would limit non-emergency operation of the generators to 11 hours annually, thereby reducing the associated health risk below BAAQMDs individual health risk threshold. It should be noted that this level of operation is in line with applicant’s standard testing and maintenance schedule where during generator testing, the engines would be tested with no engine load for 5 to 10 minutes per month. In addition to monthly engine testing and operation for maintenance purposes, each engine would undergo quarterly testing at site load or 100 percent load. Each engine would also be tested at full load (100 percent load) for 4 hours every 36 to 60 months.

Project operation would not result in an exceedance of BAAQMD’s cumulative health risk threshold at the MEI due to combined health risk from the project operation and other permitted and non-permitted



sources within 1,000 feet of the project site when operating under the permitting maximum of 50 hours annually. Therefore, implementation of Mitigation Measure AQ-2 would not result in an exceedance of BAAQMD's cumulative health risk threshold.

Sincerely,  
Rincon Consultants, Inc.

A handwritten signature in blue ink, appearing to read "Kari Zajac".

Kari Zajac, MESM  
Project Manager

#### Attachments

Attachment A: Backup Diesel Generator Emissions

Attachment B: BAAQMD Health Risk Calculators

# Attachment A

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Backup Diesel Generator Emissions

**Stationary Source Criteria Pollutants**

**Emergency Generator (Cummins C3500 D6e) - Full Standby**

Gross engine output bhp @ 100% load 5,051  
 Annual use per generator (Hours) **50**  
 Number of Units 16  
 Total Annual Hours 800

	HC	NO <sub>x</sub>	CO	PM	PM <sub>2.5</sub>
Emissions (full standby) (g-hp/hr)	0.05	6.10	0.40	0.05	0.05
Emissions (full standby) (g/sec)	0.07	8.56	0.56	0.07	0.07
Uncontrolled Emissions (full standby) (lbs/hr)	0.56	67.93	4.45	0.56	0.54
DPF Controlled Emissions (full standby) (lbs/hr)	0.56	67.93	4.45	0.08	0.08
Uncontrolled Emissions Total lbs/year	27.84	3396.36	222.71	27.84	27.17
DPF Controlled Emissions Total lbs/year	27.84	3396.36	222.71	4.18	4.08
<i>Individual Generator</i>					
DPF Controlled Emissions Total tons/year	0.01	1.70	0.11	0.00	0.00
Daily Avg (lbs/day)	0.08	9.31	0.61	0.01	0.01
<i>All Generators</i>					
DPF Controlled Emissions Total tons/year	0.22	27.17	1.78	0.03	0.03
Daily Avg (lbs/day)	1.22	148.88	9.76	0.18	0.18

**Notes:**

- Exhaust emissions were obtained from the Cummins C3500 D6e emission data sheet (EPA Tier 2)
- PM<sub>2.5</sub> estimated as 97.6% of PM from diesel combustion.

*Conversions*

1lb=453.59g  
 2000lbs = 1 ton

**GHG Emissions for #2 Distillate Diesel Fuel Consumption**

Operation	Fuel Consumption (gals/hr)	50 Hrs Operation of one Engine		50 Hrs Operation of all Engines		16 Hrs of Operation of One Engine		16 Hrs of Operation of All Engines	
		Fuel Consumption (gallons)	MT CO <sub>2</sub> e	Fuel Consumption (gallons)	MT CO <sub>2</sub> e	Fuel Consumption (gallons)	MT CO <sub>2</sub> e	Fuel Consumption (gallons)	MT CO <sub>2</sub> e
100% load	241	12,050.00	533.82	192,800.00	8,541.04	3,856.00	170.82	61,696.00	2,733.13
75% load	184	9,200.00	407.56	147,200.00	6,520.96	2,944.00	130.42	47,104.00	2,086.71
50% load	134	6,700.00	296.81	107,200.00	4,748.96	2,144.00	94.98	34,304.00	1,519.67
25% load	78	3,900.00	172.77	62,400.00	2,764.32	1,248.00	55.29	19,968.00	884.58

Source: Cat C175-16 Diesel Generator Sets manufacturer specifications

**#2 Distillate Diesel Emission factors**

kg CO <sub>2</sub> per gallon	10.21
kg CH <sub>4</sub> per gallon	0.41
kg N <sub>2</sub> O per gallon	0.08

Source: Federal Register EPA; 40 CFR Part 98; e-CFR, June 13, 2017 (see link below). Table C-1, Table C-2, Table AA-1.

Note: 1 kg = 0.001 Metric Tons (MT)

**CO<sub>2</sub> Equivalencies**

CO <sub>2</sub>	1
CH <sub>4</sub>	25
N <sub>2</sub> O	298

Source: Intergovernmental Panel on Climate Change (IPCC), Fourth Assessment

**Stationary Source Criteria Pollutants**

**Emergency Generator (Cummins C3500 D6e) - Full Standby**

Gross engine output bhp @ 100% load 5,051  
 Annual use per generator (Hours) 11  
 Number of Units 16  
 Total Annual Hours 176

	HC	NO <sub>x</sub>	CO	PM	PM <sub>2.5</sub>
Emissions (full standby) (g-hp/hr)	0.05	6.10	0.40	0.05	0.05
Emissions (full standby) (g/sec)	0.07	8.56	0.56	0.07	0.07
Uncontrolled Emissions (full standby) (lbs/hr)	0.56	67.93	4.45	0.56	0.54
DPF Controlled Emissions (full standby) (lbs/hr)	0.56	67.93	4.45	0.08	0.08
Uncontrolled Emissions Total lbs/year	6.12	747.20	49.00	6.12	5.98
DPF Controlled Emissions Total lbs/year	6.12	747.20	49.00	0.92	0.90
<i>Individual Generator</i>					
DPF Controlled Emissions Total tons/year	0.00	0.37	0.02	0.00	0.00
Daily Avg (lbs/day)	0.02	2.05	0.13	0.00	0.00
<i>All Generators</i>					
DPF Controlled Emissions Total tons/year	0.05	5.98	0.39	0.01	0.01
Daily Avg (lbs/day)	0.27	32.75	2.15	0.04	0.04

**Notes:**

- Exhaust emissions were obtained from the Cummins C3500 D6e emission data sheet (EPA Tier 2)
- PM<sub>2.5</sub> estimated as 97.6% of PM from diesel combustion.

*Conversions*

1lb=453.59g  
 2000lbs = 1 ton

**GHG Emissions for #2 Distillate Diesel Fuel Consumption**

Operation	Fuel Consumption (gals/hr)	50 Hrs Operation of one Engine		50 Hrs Operation of all Engines		16 Hrs of Operation of One Engine		16 Hrs of Operation of All Engines	
		Fuel Consumption (gallons)	MT CO <sub>2</sub> e	Fuel Consumption (gallons)	MT CO <sub>2</sub> e	Fuel Consumption (gallons)	MT CO <sub>2</sub> e	Fuel Consumption (gallons)	MT CO <sub>2</sub> e
100% load	241	12,050.00	533.82	192,800.00	8,541.04	3,856.00	170.82	61,696.00	2,733.13
75% load	184	9,200.00	407.56	147,200.00	6,520.96	2,944.00	130.42	47,104.00	2,086.71
50% load	134	6,700.00	296.81	107,200.00	4,748.96	2,144.00	94.98	34,304.00	1,519.67
25% load	78	3,900.00	172.77	62,400.00	2,764.32	1,248.00	55.29	19,968.00	884.58

Source: Cat C175-16 Diesel Generator Sets manufacturer specifications

**#2 Distillate Diesel Emission factors**

kg CO <sub>2</sub> per gallon	10.21
kg CH <sub>4</sub> per gallon	0.41
kg N <sub>2</sub> O per gallon	0.08

Source: Federal Register EPA; 40 CFR Part 98; e-CFR, June 13, 2017 (see link below). Table C-1, Table C-2, Table AA-1.

Note: 1 kg = 0.001 Metric Tons (MT)

**CO<sub>2</sub> Equivalencies**

CO <sub>2</sub>	1
CH <sub>4</sub>	25
N <sub>2</sub> O	298

Source: Intergovernmental Panel on Climate Change (IPCC), Fourth Assessment

# Appendix B

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BAAQMD Health Risk Calculations



Step 1:

Enter Facility Data  
CoreSite Santa Clara Data  
Center SV9

Plant Name

Plant No.

Step 3:

Specify Source Type

Does facility have only diesel backup generators? **yes**

Is this analysis for a gas station? **no**

Step 5:

Read Estimates

Total Cancer Risk	<b>253.204</b>	per 1,000,000
Total Chronic Hazard	<b>0.068</b>	
Total PM2.5 Concentration	<b>0.340</b>	µg/m <sup>3</sup>

Step 2:

Estimate Distance

What is the distance (m) from the facility boundary to the MEI?

Step 2:  
Enter Emissions Data

Chemical Name	CAS No. <small>(dashes removed)</small>	Emission <small>(lb/day)</small>	Cancer <small>(# / 1,000,000)</small>	Chronic <small>(Index)</small>	Concentration <small>(µg/m3)</small>
Fine Particulate Matter (PM2.5)		1.80E-01			0.34
ACETALDEHYDE	75070	0.00E+00			
ACETAMIDE	60355	0.00E+00			
ACROLEIN	107028	0.00E+00			
ACRYLAMIDE	79061	0.00E+00			
ACRYLIC ACID	79107	0.00E+00			
ACRYLONITRILE	107131	0.00E+00			
ALLYL CHLORIDE	107051	0.00E+00			
2-AMINOANTHRAQUINONE	117793	0.00E+00			
AMMONIA	7664417	0.00E+00			
ANILINE	62533	0.00E+00			
ARSENIC AND COMPOUNDS (INORGANIC) <sup>1,2</sup>	7440382	0.00E+00			
ARSINE	7784421	0.00E+00			
ASBESTOS <sup>3</sup>	1332214	0.00E+00			
BENZENE <sup>1</sup>	71432	0.00E+00			
BENZIDINE (AND ITS SALTS) values also apply to:	92875	0.00E+00			
Benzidine based dyes	92875	0.00E+00			
Direct Black 38	1937377	0.00E+00			
Direct Blue 6	2602462	0.00E+00			
Direct Brown 95 (technical grade)	16071866	0.00E+00			
BENZYL CHLORIDE	100447	0.00E+00			
BERYLLIUM AND COMPOUNDS <sup>2</sup>	7440417	0.00E+00			
BIS(2-CHLOROETHYL)ETHER (Dichloroethyl ether)	111444	0.00E+00			
BIS(CHLOROMETHYL)ETHER	542881	0.00E+00			
BROMINE AND COMPOUNDS see Potassium Bromate	7758012	0.00E+00			
1,3-BUTADIENE	106990	0.00E+00			
CADMIUM AND COMPOUNDS <sup>2</sup>	7440439	0.00E+00			
CAPROLACTAM	105602	0.00E+00			
CARBON DISULFIDE <sup>1</sup>	75150	0.00E+00			
CARBON MONOXIDE	630080	0.00E+00			
CARBON TETRACHLORIDE <sup>1</sup> (Tetrachloromethane)	56235	0.00E+00			
CHLORINATED PARAFFINS	108171262	0.00E+00			
CHLORINE	7782505	0.00E+00			
CHLORINE DIOXIDE	10049044	0.00E+00			
4-CHLORO-O-PHENYLENEDIAMINE	95830	0.00E+00			
CHLORO BENZENE	108907	0.00E+00			
CHLOROFORM <sup>1</sup>	67663	0.00E+00			
Chlorophenols	87865	0.00E+00			
PENTACHLOROPHENOL	87865	0.00E+00			
2,4,6-TRICHLOROPHENOL	88062	0.00E+00			
CHLOROPICRIN	76062	0.00E+00			
p-CHLORO-o-TOLUIDINE	95692	0.00E+00			
CHROMIUM 6 <sup>+</sup>	18540299	0.00E+00			
Barium chromate <sup>2</sup>	10294403	0.00E+00			
Calcium chromate <sup>2</sup>	13765190	0.00E+00			
Lead chromate <sup>2</sup>	7758976	0.00E+00			
Sodium dichromate <sup>2</sup>	10588019	0.00E+00			
Strontium chromate <sup>2</sup>	7789062	0.00E+00			
CHROMIC TRIOXIDE (as chromic acid mist)	1333820	0.00E+00			
COPPER AND COMPOUNDS	7440508	0.00E+00			
p-CRESIDINE	120718	0.00E+00			
CRESOLS	1319773	0.00E+00			
M-CRESOL	108394	0.00E+00			
O-CRESOL	95487	0.00E+00			
P-CRESOL	106445	0.00E+00			

CUPFERRON	135206	0.00E+00
Cyanide And Compounds (inorganic)	57125	0.00E+00
HYDROGEN CYANIDE (Hydrocyanic acid)	74908	0.00E+00
2,4-DIAMINOANISOLE	615054	0.00E+00
2,4-DIAMINOTOLUENE	95807	0.00E+00
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	96128	0.00E+00
1,4-DICHLORO BENZENE (p-Dichlorobenzene)	106467	0.00E+00
3,3-DICHLORO BENZIDINE	91941	0.00E+00
1,1,-DICHLOROETHANE (Ethylidene dichloride)	75343	0.00E+00
DI(2-ETHYLHEXYL)PHTHALATE (DEHP)	117817	0.00E+00
DIETHANOLAMINE	111422	0.00E+00
p-DIMETHYLAMINOAZOBENZENE	60117	0.00E+00
N,N-DIMETHYL FORMAMIDE	68122	0.00E+00
2,4-DINITROTOLUENE	121142	0.00E+00
1,4-DIOXANE (1,4-Diethylene dioxide)	123911	0.00E+00
EPICHLOROHYDRIN (1-Chloro-2,3-epoxypropane)	106898	0.00E+00
1,2-EPOXYBUTANE	106887	0.00E+00
ETHYL BENZENE	100414	0.00E+00
ETHYL CHLORIDE (Chloroethane)	75003	0.00E+00
ETHYLENE DIBROMIDE (1,2-Dibromoethane)	106934	0.00E+00
ETHYLENE DICHLORIDE (1,2-Dichloroethane)	107062	0.00E+00
ETHYLENE GLYCOL	107211	0.00E+00
ETHYLENE OXIDE (1,2-Epoxyethane)	75218	0.00E+00
ETHYLENE THIOUREA	96457	0.00E+00
Fluorides	1101	0.00E+00
HYDROGEN FLUORIDE (Hydrofluoric acid)	7664393	0.00E+00
FORMALDEHYDE	50000	0.00E+00
GLUTARALDEHYDE	111308	0.00E+00
GLYCOL ETHERS	107211	0.00E+00
ETHYLENE GLYCOL BUTYL ETHER – EGBE	111762	0.00E+00
ETHYLENE GLYCOL ETHYL ETHER – EGEE <sup>1</sup>	110805	0.00E+00
ETHYLENE GLYCOL ETHYL ETHER ACETATE – EGEEA	111159	0.00E+00
ETHYLENE GLYCOL METHYL ETHER – EGME <sup>1</sup>	109864	0.00E+00
ETHYLENE GLYCOL METHYL ETHER ACETATE – EGMEA	110496	0.00E+00
HEXACHLORO BENZENE	118741	0.00E+00
HEXACHLOROCYCLOHEXANES (mixed or technical grade)	608731	0.00E+00
alpha-HEXACHLOROCYCLOHEXANE	319846	0.00E+00
beta-HEXACHLOROCYCLOHEXANE	319857	0.00E+00
gamma-HEXACHLOROCYCLOHEXANE (Lindane)	58899	0.00E+00
n-HEXANE	110543	0.00E+00
HYDRAZINE	302012	0.00E+00
HYDROCHLORIC ACID (Hydrogen chloride)	7647010	0.00E+00
HYDROGEN SULFIDE	7783064	0.00E+00
ISOPHORONE	78591	0.00E+00
ISOPROPYL ALCOHOL (Isopropanol)	67630	0.00E+00
LEAD AND COMPOUNDS <sup>2,4</sup> (inorganic) values also apply to:	7439921	0.00E+00
Lead acetate <sup>2</sup>	301042	0.00E+00
Lead phosphate <sup>2</sup>	7446277	0.00E+00
Lead subacetate <sup>2</sup>	1335326	0.00E+00
LINDANE [see gamma-Hexachlorocyclohexanes]	58899	0.00E+00
MALEIC ANHYDRIDE	108316	0.00E+00
MANGANESE AND COMPOUNDS	7439965	0.00E+00
MERCURY AND COMPOUNDS (INORGANIC)	7439976	0.00E+00
Mercuric chloride	7487947	0.00E+00
METHANOL	67561	0.00E+00
METHYL BROMIDE (Bromomethane)	74839	0.00E+00
METHYL tertiary-BUTYL ETHER	1634044	0.00E+00
METHYL CHLOROFORM (1,1,1-Trichloroethane)	71556	0.00E+00
METHYL ETHYL KETONE (2-Butanone)	78933	0.00E+00
METHYL ISOCYANATE	624839	0.00E+00
4,4'-METHYLENE BIS (2-CHLOROANILINE) (MOCA)	101144	0.00E+00
METHYLENE CHLORIDE (Dichloromethane)	75092	0.00E+00
4,4'-METHYLENE DIANILINE (AND ITS DICHLORIDE)	101779	0.00E+00
METHYLENE DIPHENYL ISOCYANATE	101688	0.00E+00
MICHLER'S KETONE (4,4'-Bis(dimethylamino)benzophenone)	90948	0.00E+00
N-NITROSODI-n-BUTYLAMINE	924163	0.00E+00
N-NITROSODI-n-PROPYLAMINE	621647	0.00E+00
N-NITROSODIETHYLAMINE	55185	0.00E+00
N-NITROSODIMETHYLAMINE	62759	0.00E+00
N-NITROSODIPHENYLAMINE	86306	0.00E+00
N-NITROSO-N-METHYLETHYLAMINE	10595956	0.00E+00
N-NITROSOMORPHOLINE	59892	0.00E+00
N-NITROSOPIPERIDINE	100754	0.00E+00
N-NITROSOPYRROLIDINE	930552	0.00E+00

NAPTHALENE [see Polycyclic aromatic hydrocarbons]	91203	0.00E+00		
NICKEL AND COMPOUNDS <sup>2</sup> (values also apply to:)	7440020	0.00E+00		
Nickel acetate <sup>2</sup>	373024	0.00E+00		
Nickel carbonate <sup>2</sup>	3333673	0.00E+00		
Nickel carbonyl <sup>2</sup>	13463393	0.00E+00		
Nickel hydroxide <sup>2</sup>	12054487	0.00E+00		
Nickelocene <sup>2</sup>	1271289	0.00E+00		
NICKEL OXIDE <sup>2</sup>	1313991	0.00E+00		
Nickel refinery dust from the pyrometallurgical process <sup>2</sup>	1146	0.00E+00		
Nickel subsulfide <sup>2</sup>	12035722	0.00E+00		
NITRIC ACID	7697372	0.00E+00		
NITROGEN DIOXIDE	10102440	0.00E+00		
p-NITROSODIPHENYLAMINE	156105	0.00E+00		
OZONE	10028156	0.00E+00		
PARTICULATE EMISSIONS FROM DIESEL-FUELED ENGINES	85105	1.80E-01	2.53E+02	6.80E-02
PERCHLOROETHYLENE (Tetrachloroethylene)	127184	0.00E+00		
PHENOL	108952	0.00E+00		
PHOSGENE	75445	0.00E+00		
PHOSPHINE	7803512	0.00E+00		
PHOSPHORIC ACID	7664382	0.00E+00		
PHTHALIC ANHYDRIDE	85449	0.00E+00		
PCB (POLYCHLORINATED BIPHENYLS)	1336363	0.00E+00		
POLYCHLORINATED DIBENZO-P-DIOXINS (PCDD) (Treated as 2,3,7,8-TCDD for HRA) <sup>2,7</sup>	1746016	0.00E+00		
POLYCHLORINATED DIBENZOFURANS (PCDF) (Treated as 2,3,7,8-TCDD for HRA) <sup>2,7</sup>	1746016	0.00E+00		
POLYCYCLIC AROMATIC HYDROCARBON <sup>2</sup> (PAH) (AS B[a]P-EQUIV <sup>2</sup> )	50328	0.00E+00		
NAPHTHALENE	91203	0.00E+00		
POTASSIUM BROMATE	7758012	0.00E+00		
1,3-PROPANE SULTONE	1120714	0.00E+00		
PROPYLENE (PROPENE)	115071	0.00E+00		
PROPYLENE GLYCOL MONOMETHYL ETHER	107982	0.00E+00		
PROPYLENE OXIDE	75569	0.00E+00		
SELENIUM AND COMPOUNDS	7782492	0.00E+00		
HYDROGEN SELENIDE	7783075	0.00E+00		
Selenium sulfide	7446246	0.00E+00		
SILICA (Crystalline, Respirable)	7631869	0.00E+00		
SODIUM HYDROXIDE	1310732	0.00E+00		
STYRENE	100425	0.00E+00		
SULFATES	9960	0.00E+00		
SULFUR DIOXIDE	7446095	0.00E+00		
SULFURIC ACID	7664939	0.00E+00		
SULFUR TRIOXIDE	7446719	0.00E+00		
OLEUM	8014957	0.00E+00		
1,1,2,2-TETRACHLOROETHANE	79345	0.00E+00		
THIOACETAMIDE	62555	0.00E+00		
TOLUENE	108883	0.00E+00		
Toluene diisocyanates	26471625	0.00E+00		
TOLUENE-2,4-DIISOCYANATE	584849	0.00E+00		
TOLUENE-2,6-DIISOCYANATE	91087	0.00E+00		
1,1,2-TRICHLOROETHANE (Vinyl trichloride)	79005	0.00E+00		
TRICHLOROETHYLENE	79016	0.00E+00		
TRIETHYLAMINE	121448	0.00E+00		
URETHANE (Ethyl carbamate)	51796	0.00E+00		
Vanadium Compounds	7440622	0.00E+00		
Vanadium (fume or dust)	7440622	0.00E+00		
VANADIUM PENTOXIDE	1314621	0.00E+00		
VINYL ACETATE	108054	0.00E+00		
VINYL CHLORIDE (Chloroethylene)	75014	0.00E+00		
VINYLDENE CHLORIDE (1,1-Dichloroethylene)	75354	0.00E+00		
XYLENES (mixed isomers)	1330207	0.00E+00		
m-XYLENE	108383	0.00E+00		
o-XYLENE	95476	0.00E+00		
p-XYLENE	106423	0.00E+00		

TOTAL UNADJUSTED Risk Values 253.204 0.068 0.340

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

Unmitigated operation (50 hrs)

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
115	377.3	0.17	253.204	43.045	0.068	0.012	0.340	0.058
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04		0		0		0

\*Distance to MEI: 375 feet

FID	OBJECTID	FACID	Name	Address	City	St	Zip	County	Cancer	Hazard	PM_25	Type	Latitude	Longitude	x	y
1436	1,436	13074	NVIDIA	2701 San T	Santa Clara	CA	95050	Santa Clara	46.46	0.08	0.32	Contact BA	37.373	-121.966	-13577221.77	4491286.508
4375	4,375	19856	ON Semico	2975 Stenc	Santa Clara	CA	95054	Santa Clara	0.32	0	0	Generators	37.375	-121.97	-13577659.59	4491565.097
5651	5,651	22375	A100 US LL	2950 Stenc	Santa Clara	CA	95054	Santa Clara	51.48	0.05	0.07	Generators	37.373	-121.97	-13577642.21	4491238.095
9511	9,511	19539-1	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	10.26	0.03	0.01	Generators	37.375	-121.972	-13577816.98	4491565.084
9512	9,512	19539-2	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	10.26	0.03	0.01	Generators	37.375	-121.972	-13577816.98	4491565.084
9513	9,513	19539-3	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	10.26	0.03	0.01	Generators	37.375	-121.972	-13577816.98	4491565.084
9514	9,514	19539-4	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	10.26	0.03	0.01	Generators	37.375	-121.972	-13577816.98	4491565.084
9515	9,515	19539-5	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	7.63	0.03	0.01	Generators	37.375	-121.972	-13577816.98	4491565.084
9516	9,516	19539-6	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	5.95	0.02	0.01	Generators	37.375	-121.972	-13577812.02	4491566.187
9517	9,517	19539-7	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	5.95	0.02	0.01	Generators	37.375	-121.972	-13577812.02	4491566.187
9518	9,518	19539-8	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	5.95	0.02	0.01	Generators	37.375	-121.972	-13577822.42	4491567.386
9519	9,519	19539-9	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	5.95	0.02	0.01	Generators	37.375	-121.972	-13577822.42	4491567.386
9520	9,520	19539-REM	CoreSite	2901 Coror	Santa Clara	CA	95054	Santa Clara	22.47	0.06	0.03	Contact BA	37.375	-121.972	-13577838.52	4491522.453
9562	9,562	20295-24	Vantage D:	2625 Walsl	Santa Clara	CA	95051	Santa Clara	0.99	0	0	Generators	37.374	-121.973	-13577967.65	4491352.088
9563	9,563	20295-25	Vantage D:	2625 Walsl	Santa Clara	CA	95051	Santa Clara	0.61	0	0	Generators	37.374	-121.973	-13577958.83	4491353.255
9564	9,564	20295-26	Vantage D:	2625 Walsl	Santa Clara	CA	95051	Santa Clara	1.18	0	0	Generators	37.374	-121.973	-13577950.03	4491353.158
9565	9,565	20295-27	Vantage D:	2625 Walsl	Santa Clara	CA	95051	Santa Clara	1.18	0	0	Generators	37.374	-121.973	-13577941.23	4491353.062

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

Mitigated operation (11 hrs)

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
115	377.3	0.17	56.267	9.565	0.015	0.003	0.076	0.013
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04		0		0		0

\*Distance to MEI: 375 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

ON Semiconductor Inc  
 FACID: 19856

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05	0.32	0.016	0	0	0	0
280	918.6	0.04		0		0		0

\*Distance to MEI: 840 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

A100 US LLC

FACID: 22375

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	51.48	2.0592	0.05	0.002	0.07	0.0028

\*Distance to MEI: 1,430 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-1

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	10.26	0.4104	0.03	0.0012	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM<sub>2.5</sub> concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-2

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	10.26	0.4104	0.03	0.0012	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-3

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	10.26	0.4104	0.03	0.0012	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM<sub>2.5</sub> concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-4

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	10.26	0.4104	0.03	0.0012	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-5

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	7.63	0.3052	0.03	0.0012	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-6

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	5.95	0.238	0.02	0.0008	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-7

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	5.95	0.238	0.02	0.0008	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM<sub>2.5</sub> concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-8

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	5.95	0.238	0.02	0.0008	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM<sub>2.5</sub> concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-9

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	5.95	0.238	0.02	0.0008	0.01	0.0004

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

FACID: 19539-Remainder

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	22.47	0.8988	0.06	0.0024	0.03	0.0012

\*Distance to MEI: 1,080 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

Vantage Data Centers Management

FACID: 20295-24

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	0.99	0.0396	0	0	0	0

\*Distance to MEI: 1,675 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

Vantage Data Centers Management

FACID: 20295-25

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	0.61	0.0244	0	0	0	0

\*Distance to MEI: 1,675 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

Vantage Data Centers Management

FACID: 20295-26

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	1.18	0.0472	0	0	0	0

\*Distance to MEI: 1,675 feet

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM<sub>2.5</sub> concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

Vantage Data Centers Management

FACID: 20295-27

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04	1.18	0.0472	0	0	0	0

\*Distance to MEI: 1,675 feet



Step 1:  
Enter Facility Data  
Plant Name: **CoreSite Santa Clara Data Center SV9**  
Plant No.:

Step 3:  
Specify Source Type  
Does facility have only diesel backup generators? **yes**  
Is this analysis for a gas station? **no**

Step 2:  
Estimate Distance  
What is the distance (m) from the facility boundary to the MEI?

Step 5:  
Read Estimates  
Total Cancer Risk: **56.267** per 1,000,000  
Total Chronic Hazard: **0.015**  
Total PM2.5 Concentration: **0.076** µg/m<sup>3</sup>

Step 2:  
Enter Emissions Data

Chemical Name	CAS No. <small>(dashes removed)</small>	Emission <small>(lb/day)</small>	Cancer <small>(# / 1,000,000)</small>	Chronic <small>(Index)</small>	Concentration <small>(µg/m3)</small>
Fine Particulate Matter (PM2.5)		4.00E-02			0.08
ACETALDEHYDE	75070	0.00E+00			
ACETAMIDE	60355	0.00E+00			
ACROLEIN	107028	0.00E+00			
ACRYLAMIDE	79061	0.00E+00			
ACRYLIC ACID	79107	0.00E+00			
ACRYLONITRILE	107131	0.00E+00			
ALLYL CHLORIDE	107051	0.00E+00			
2-AMINOANTHRAQUINONE	117793	0.00E+00			
AMMONIA	7664417	0.00E+00			
ANILINE	62533	0.00E+00			
ARSENIC AND COMPOUNDS (INORGANIC) <sup>1,2</sup>	7440382	0.00E+00			
ARSINE	7784421	0.00E+00			
ASBESTOS <sup>3</sup>	1332214	0.00E+00			
BENZENE <sup>1</sup>	71432	0.00E+00			
BENZIDINE (AND ITS SALTS) values also apply to:	92875	0.00E+00			
Benzidine based dyes	92875	0.00E+00			
Direct Black 38	1937377	0.00E+00			
Direct Blue 6	2602462	0.00E+00			
Direct Brown 95 (technical grade)	16071866	0.00E+00			
BENZYL CHLORIDE	100447	0.00E+00			
BERYLLIUM AND COMPOUNDS <sup>2</sup>	7440417	0.00E+00			
BIS(2-CHLOROETHYL)ETHER (Dichloroethyl ether)	111444	0.00E+00			
BIS(CHLOROMETHYL)ETHER	542881	0.00E+00			
BROMINE AND COMPOUNDS see Potassium Bromate	7758012	0.00E+00			
1,3-BUTADIENE	106990	0.00E+00			
CADMIUM AND COMPOUNDS <sup>2</sup>	7440439	0.00E+00			
CAPROLACTAM	105602	0.00E+00			
CARBON DISULFIDE <sup>1</sup>	75150	0.00E+00			
CARBON MONOXIDE	630080	0.00E+00			
CARBON TETRACHLORIDE <sup>1</sup> (Tetrachloromethane)	56235	0.00E+00			
CHLORINATED PARAFFINS	108171262	0.00E+00			
CHLORINE	7782505	0.00E+00			
CHLORINE DIOXIDE	10049044	0.00E+00			
4-CHLORO-O-PHENYLENEDIAMINE	95830	0.00E+00			
CHLORO BENZENE	108907	0.00E+00			
CHLOROFORM <sup>1</sup>	67663	0.00E+00			
Chlorophenols	87865	0.00E+00			
PENTACHLOROPHENOL	87865	0.00E+00			
2,4,6-TRICHLOROPHENOL	88062	0.00E+00			
CHLOROPICRIN	76062	0.00E+00			
p-CHLORO-o-TOLUIDINE	95692	0.00E+00			
CHROMIUM 6 <sup>2</sup>	18540299	0.00E+00			
Barium chromate <sup>2</sup>	10294403	0.00E+00			
Calcium chromate <sup>2</sup>	13765190	0.00E+00			
Lead chromate <sup>2</sup>	7758976	0.00E+00			
Sodium dichromate <sup>2</sup>	10588019	0.00E+00			
Strontium chromate <sup>2</sup>	7789062	0.00E+00			
CHROMIC TRIOXIDE (as chromic acid mist)	1333820	0.00E+00			
COPPER AND COMPOUNDS	7440508	0.00E+00			
p-CRESIDINE	120718	0.00E+00			
CRESOLS	1319773	0.00E+00			
M-CRESOL	108394	0.00E+00			
O-CRESOL	95487	0.00E+00			
P-CRESOL	106445	0.00E+00			

CUPFERRON	135206	0.00E+00
Cyanide And Compounds (inorganic)	57125	0.00E+00
HYDROGEN CYANIDE (Hydrocyanic acid)	74908	0.00E+00
2,4-DIAMINOANISOLE	615054	0.00E+00
2,4-DIAMINOTOLUENE	95807	0.00E+00
1,2-DIBROMO-3-CHLOROPROPANE (DBCP)	96128	0.00E+00
1,4-DICHLORO BENZENE (p-Dichlorobenzene)	106467	0.00E+00
3,3-DICHLORO BENZIDINE	91941	0.00E+00
1,1,-DICHLOROETHANE (Ethylidene dichloride)	75343	0.00E+00
DI(2-ETHYLHEXYL)PHTHALATE (DEHP)	117817	0.00E+00
DIETHANOLAMINE	111422	0.00E+00
p-DIMETHYLAMINOAZOBENZENE	60117	0.00E+00
N,N-DIMETHYL FORMAMIDE	68122	0.00E+00
2,4-DINITROTOLUENE	121142	0.00E+00
1,4-DIOXANE (1,4-Diethylene dioxide)	123911	0.00E+00
EPICHLOROHYDRIN (1-Chloro-2,3-epoxypropane)	106898	0.00E+00
1,2-EPOXYBUTANE	106887	0.00E+00
ETHYL BENZENE	100414	0.00E+00
ETHYL CHLORIDE (Chloroethane)	75003	0.00E+00
ETHYLENE DIBROMIDE (1,2-Dibromoethane)	106934	0.00E+00
ETHYLENE DICHLORIDE (1,2-Dichloroethane)	107062	0.00E+00
ETHYLENE GLYCOL	107211	0.00E+00
ETHYLENE OXIDE (1,2-Epoxyethane)	75218	0.00E+00
ETHYLENE THIOUREA	96457	0.00E+00
Fluorides	1101	0.00E+00
HYDROGEN FLUORIDE (Hydrofluoric acid)	7664393	0.00E+00
FORMALDEHYDE	50000	0.00E+00
GLUTARALDEHYDE	111308	0.00E+00
GLYCOL ETHERS	107211	0.00E+00
ETHYLENE GLYCOL BUTYL ETHER – EGBE	111762	0.00E+00
ETHYLENE GLYCOL ETHYL ETHER – EGEE <sup>1</sup>	110805	0.00E+00
ETHYLENE GLYCOL ETHYL ETHER ACETATE – EGEEA	111159	0.00E+00
ETHYLENE GLYCOL METHYL ETHER – EGME <sup>1</sup>	109864	0.00E+00
ETHYLENE GLYCOL METHYL ETHER ACETATE – EGMEA	110496	0.00E+00
HEXACHLORO BENZENE	118741	0.00E+00
HEXACHLOROCYCLOHEXANES (mixed or technical grade)	608731	0.00E+00
alpha-HEXACHLOROCYCLOHEXANE	319846	0.00E+00
beta-HEXACHLOROCYCLOHEXANE	319857	0.00E+00
gamma-HEXACHLOROCYCLOHEXANE (Lindane)	58899	0.00E+00
n-HEXANE	110543	0.00E+00
HYDRAZINE	302012	0.00E+00
HYDROCHLORIC ACID (Hydrogen chloride)	7647010	0.00E+00
HYDROGEN SULFIDE	7783064	0.00E+00
ISOPHORONE	78591	0.00E+00
ISOPROPYL ALCOHOL (Isopropanol)	67630	0.00E+00
LEAD AND COMPOUNDS <sup>2,4</sup> (inorganic) values also apply to:	7439921	0.00E+00
Lead acetate <sup>2</sup>	301042	0.00E+00
Lead phosphate <sup>2</sup>	7446277	0.00E+00
Lead subacetate <sup>2</sup>	1335326	0.00E+00
LINDANE [see gamma-Hexachlorocyclohexanes]	58899	0.00E+00
MALEIC ANHYDRIDE	108316	0.00E+00
MANGANESE AND COMPOUNDS	7439965	0.00E+00
MERCURY AND COMPOUNDS (INORGANIC)	7439976	0.00E+00
Mercuric chloride	7487947	0.00E+00
METHANOL	67561	0.00E+00
METHYL BROMIDE (Bromomethane)	74839	0.00E+00
METHYL tertiary-BUTYL ETHER	1634044	0.00E+00
METHYL CHLOROFORM (1,1,1-Trichloroethane)	71556	0.00E+00
METHYL ETHYL KETONE (2-Butanone)	78933	0.00E+00
METHYL ISOCYANATE	624839	0.00E+00
4,4'-METHYLENE BIS (2-CHLOROANILINE) (MOCA)	101144	0.00E+00
METHYLENE CHLORIDE (Dichloromethane)	75092	0.00E+00
4,4'-METHYLENE DIANILINE (AND ITS DICHLORIDE)	101779	0.00E+00
METHYLENE DIPHENYL ISOCYANATE	101688	0.00E+00
MICHLER'S KETONE (4,4'-Bis(dimethylamino)benzophenone)	90948	0.00E+00
N-NITROSODI-n-BUTYLAMINE	924163	0.00E+00
N-NITROSODI-n-PROPYLAMINE	621647	0.00E+00
N-NITROSODIETHYLAMINE	55185	0.00E+00
N-NITROSODIMETHYLAMINE	62759	0.00E+00
N-NITROSODIPHENYLAMINE	86306	0.00E+00
N-NITROSO-N-METHYLETHYLAMINE	10595956	0.00E+00
N-NITROSOMORPHOLINE	59892	0.00E+00
N-NITROSOPIPERIDINE	100754	0.00E+00
N-NITROSOPYRROLIDINE	930552	0.00E+00

NAPTHALENE [see Polycyclic aromatic hydrocarbons]	91203	0.00E+00		
NICKEL AND COMPOUNDS <sup>2</sup> (values also apply to:)	7440020	0.00E+00		
Nickel acetate <sup>2</sup>	373024	0.00E+00		
Nickel carbonate <sup>2</sup>	3333673	0.00E+00		
Nickel carbonyl <sup>2</sup>	13463393	0.00E+00		
Nickel hydroxide <sup>2</sup>	12054487	0.00E+00		
Nickelocene <sup>2</sup>	1271289	0.00E+00		
NICKEL OXIDE <sup>2</sup>	1313991	0.00E+00		
Nickel refinery dust from the pyrometallurgical process <sup>2</sup>	1146	0.00E+00		
Nickel subsulfide <sup>2</sup>	12035722	0.00E+00		
NITRIC ACID	7697372	0.00E+00		
NITROGEN DIOXIDE	10102440	0.00E+00		
p-NITROSODIPHENYLAMINE	156105	0.00E+00		
OZONE	10028156	0.00E+00		
PARTICULATE EMISSIONS FROM DIESEL-FUELED ENGINES	85105	4.00E-02	5.63E+01	1.51E-02
PERCHLOROETHYLENE (Tetrachloroethylene)	127184	0.00E+00		
PHENOL	108952	0.00E+00		
PHOSGENE	75445	0.00E+00		
PHOSPHINE	7803512	0.00E+00		
PHOSPHORIC ACID	7664382	0.00E+00		
PHTHALIC ANHYDRIDE	85449	0.00E+00		
PCB (POLYCHLORINATED BIPHENYLS)	1336363	0.00E+00		
POLYCHLORINATED DIBENZO-P-DIOXINS (PCDD) (Treated as 2,3,7,8-TCDD for HRA) <sup>2,7</sup>	1746016	0.00E+00		
POLYCHLORINATED DIBENZOFURANS (PCDF) (Treated as 2,3,7,8-TCDD for HRA) <sup>2,7</sup>	1746016	0.00E+00		
POLYCYCLIC AROMATIC HYDROCARBON <sup>2</sup> (PAH) (AS B[a]P-EQUIV)	50328	0.00E+00		
NAPHTHALENE	91203	0.00E+00		
POTASSIUM BROMATE	7758012	0.00E+00		
1,3-PROPANE SULTONE	1120714	0.00E+00		
PROPYLENE (PROPENE)	115071	0.00E+00		
PROPYLENE GLYCOL MONOMETHYL ETHER	107982	0.00E+00		
PROPYLENE OXIDE	75569	0.00E+00		
SELENIUM AND COMPOUNDS	7782492	0.00E+00		
HYDROGEN SELENIDE	7783075	0.00E+00		
Selenium sulfide	7446246	0.00E+00		
SILICA (Crystalline, Respirable)	7631869	0.00E+00		
SODIUM HYDROXIDE	1310732	0.00E+00		
STYRENE	100425	0.00E+00		
SULFATES	9960	0.00E+00		
SULFUR DIOXIDE	7446095	0.00E+00		
SULFURIC ACID	7664939	0.00E+00		
SULFUR TRIOXIDE	7446719	0.00E+00		
OLEUM	8014957	0.00E+00		
1,1,2,2-TETRACHLOROETHANE	79345	0.00E+00		
THIOACETAMIDE	62555	0.00E+00		
TOLUENE	108883	0.00E+00		
Toluene diisocyanates	26471625	0.00E+00		
TOLUENE-2,4-DIISOCYANATE	584849	0.00E+00		
TOLUENE-2,6-DIISOCYANATE	91087	0.00E+00		
1,1,2-TRICHLOROETHANE (Vinyl trichloride)	79005	0.00E+00		
TRICHLOROETHYLENE	79016	0.00E+00		
TRIETHYLAMINE	121448	0.00E+00		
URETHANE (Ethyl carbamate)	51796	0.00E+00		
Vanadium Compounds	7440622	0.00E+00		
Vanadium (fume or dust)	7440622	0.00E+00		
VANADIUM PENTOXIDE	1314621	0.00E+00		
VINYL ACETATE	108054	0.00E+00		
VINYL CHLORIDE (Chloroethylene)	75014	0.00E+00		
VINYLDENE CHLORIDE (1,1-Dichloroethylene)	75354	0.00E+00		
XYLENES (mixed isomers)	1330207	0.00E+00		
m-XYLENE	108383	0.00E+00		
o-XYLENE	95476	0.00E+00		
p-XYLENE	106423	0.00E+00		

TOTAL UNADJUSTED Risk Values 56.267 0.015 0.076

**Diesel Internal Combustion (IC) Engine Distance Multiplier Tool:** This distance multiplier tool refines the screening values for cancer risk and PM2.5 concentrations found in the District's Stationary Source Screening Analysis Tool for permitted facilities which contain only diesel IC engines, to represent adjusted risk and hazard impacts that can be expected with farther distances from the source of emissions.

CoreSite

Mitigated operation (11 hrs)

## Diesel Backup Generator

Distance (meters)	Distance (feet)	Distance adjustment multiplier	Enter Cancer Risk	Adjusted Cancer Risk	Enter Hazard	Adjusted Hazard	Enter PM2.5 Concentration	Adjusted PM2.5 Concentration
0	0.0	1.000		0		0		0
5	16.4	1.000		0		0		0
10	32.8	1.000		0		0		0
15	49.2	1.000		0		0		0
20	65.6	1.000		0		0		0
25	82.0	0.85		0		0		0
30	98.4	0.73		0		0		0
35	114.8	0.64		0		0		0
40	131.2	0.58		0		0		0
50	164.0	0.5		0		0		0
60	196.9	0.41		0		0		0
70	229.7	0.31		0		0		0
80	262.5	0.28		0		0		0
90	295.3	0.25		0		0		0
100	328.1	0.22		0		0		0
110	360.9	0.18		0		0		0
115	377.3	0.17	56.267	9.565	0.015	0.003	0.076	0.013
120	393.7	0.16		0		0		0
130	426.5	0.15		0		0		0
140	459.3	0.14		0		0		0
150	492.1	0.12		0		0		0
160	524.9	0.1		0		0		0
180	590.6	0.09		0		0		0
200	656.2	0.08		0		0		0
220	721.8	0.07		0		0		0
240	787.4	0.06		0		0		0
260	853.0	0.05		0		0		0
280	918.6	0.04		0		0		0

\*Distance to MEI: 375 feet

9/17/2020

## MOBILE SOURCE HEALTH RISK – YR2014

RECEPTOR ID: 37.376761 -121.968036

	Type	Risk
<b>Cancer per million</b>	Highway	15.763
	Major Street	18.754
	Rail	13.947
<b>PM2.5 (ug/m3)</b>	Highway	0.352
	Major Street	0.404
	Rail	0.026

### METHOD/DATA

Cancer risk and PM2.5 were modeled in AERMOD for all highways/freeways and roadways >30,000 AADT (annual average daily traffic) and rail in 20 x 20 meter grid cells. The files incorporate AADT for that highway using EMFAC 2014 data for fleet mix and includes OEHHA's 2015 Air Toxics Hot Spots Guidance methods.

The Air District assigned vehicle counts on each link using information from the California Department of Transportation (Caltrans) and the Metropolitan Transportation Commission (MTC) for all roads with greater than 30,000 AADT. Traffic counts for state highways are from 2014 while surface streets AADT reflect 2015 counts when available, with older counts from 2010 through 2013 if data were missing. Sources of data used for the activity data are described below.

- State highway activity on the state highway system was represented using 2014 AADT counts from Caltrans. AADT values represent the total traffic volume for the year divided by 365 days, and these counts are reported for state highway segments defined using milepost values. Caltrans provides AADT data for total traffic and for trucks only, with trucks classified by axle number (the two-axle class excludes pickups and vans with only 4 tires).
- Daily traffic counts on surface streets were obtained from Metropolitan Transportation Commission (MTC) which receives roadway counts from local agencies as part of the Highway Performance Monitoring System (HPMS) with the exception of Santa Rosa, which posts the AADT on their web page.
- Year 2014 traffic volumes were forecast to 2017 using county-level growth factors from the California Air Resources Board's (ARB) EMFAC2014 mobile source emissions model. EMFAC2014 was run for all Bay Area counties for 2014, and vehicle miles of travel (VMT) output data were used to calculate the growth factors needed to project 2014 traffic volumes to 2017.

THRESHOLDS OF SIGNIFICANCE BASED ON CEQA GUIDANCE:

Local community risk and hazard impacts are associated with Toxic Air Contaminants (TACs) and fine particulate matter with an aerodynamic resistance diameter of 2.5 micrometers or less (PM<sub>2.5</sub>) because emissions of these pollutants can have significant health impacts at the local level. If emissions of TACs or PM<sub>2.5</sub> exceed any of the Thresholds of Significance, a project would result in a significant impact.

	<b>SIGNIFICANCE THRESHOLD</b>
<b>CANCER</b>	10 in a million
<b>AMBIENT PM2.5</b>	0.3 ug/m <sup>3</sup>

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**SV9 DATA CENTER  
2905 STENDER WAY**

**Erratum**

**City File No: PLN2019-14118, CEQ2020-01075**

**Prepared for:**

**City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
(408) 615-2450**

**Prepared by:**

**Circlepoint  
46 S. First Street  
San Jose, CA 95113**

**February 2021**

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## **ERRATUM**

This document has been prepared by the City of Santa Clara to correct and update content in the Initial Study circulated to the public in July 2020. Since public circulation, the applicant and the City have agreed to make the following change to the project: the project site will no longer be rezoned from Planned Development (PD) to Light Industrial. Instead, the project site will be rezoned from the current PD designation to another PD designation, reflecting the project design. The project as now proposed is not changing from the project as described in the Initial Study, except that the final project does not include a Minor Modification for parking reduction and height increase. It is anticipated that the data center will be staffed 24-hour, 7 days a week by three shifts (day, mid, and swing) each day. The day shift will have more employees compared to both the mid and swing shift. It is anticipated that a maximum of 10 employees and 15 visitors will be on the site on a given day and less may be present during certain time periods throughout the day (e.g. day versus night shift). It should be noted that the number of employees and visitors may change depending on building occupancy and other factors. Given the limited number of employees and visitors, the 24 spaces will be more than sufficient for the land use as proposed.

As discussed in the Initial Study, the project would not result in significant land use impacts. The project would be consistent with the General Plan land use designation (light industrial), and would be compatible with surrounding development (primarily other data centers and industrial offices). As before, the project would still be reviewed by the City's planning staff, the Planning Commission, and the City Council to ensure consistency with all applicable development standards. Besides the type of rezoning and not requesting a minor Modification for parking reduction and height increase, there would be no other changes to the project (including, but not limited to, the size of the project, the amount of energy used, and the amount of vehicle traffic generated).

Therefore, this change to the project would not change the determinations made in the Initial Study, would not result in new or greater impacts, and would not require new or modified mitigation. Consistent with CEQA Guidelines Section 15073.5, recirculation of a proposed mitigated negative declaration is not warranted when no substantial revision to the Initial Study is required.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA ADOPTING THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CORESITE SV9 DATA CENTER DEVELOPMENT PROJECT LOCATED AT 2905 STENDER WAY, SANTA CLARA**

PLN2019-14118 (Rezone)  
CEQ2020-01075 (Mitigated Negative Declaration)

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on September 18, 2019, CoreSite Real Estate SV9. L.P. (“Applicant”) filed an application for the 3.9-acre site at 2905 Stender Way with surface parking lot and a single-story light industrial building (“Project Site”);

**WHEREAS**, the Applicant applied to rezone the Project Site from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (“Project”) as shown on the Development Plans, attached hereto and incorporated herein by this reference;

**WHEREAS**, pursuant to the California Environmental Quality Act (CEQA), and the regulations implementing the Act, specifically 14 Cal. Code of Regs § 15070, this Project was determined after an Initial Study to identify potentially significant effects on the environment which could be avoided with the implementation of mitigation measures, resulting in the drafting of a Mitigated Negative Declaration (“MND”) and Mitigation Monitoring and Reporting Program (“MMRP”);

**WHEREAS**, in conformance with CEQA, the MND was noticed and circulated for a 30-day public review period from July 29, 2020 and closed on August 28, 2020;

**WHEREAS**, CEQA Guidelines Section 15074(a) provides for the Planning Commission to review proposed mitigated negative declarations before the City Council acts;

**WHEREAS**, on April 14, 2021, the Planning Commission held a duly noticed public hearing to consider the Project, MND, and MMRP, at the conclusion of which, the Planning Commission voted to refer the MND and MMRP to the City Council with no recommendation;

**WHEREAS**, on May 27, 2021, the notice of public hearing for the June 8, 2021 City Council meeting for this item was posted in three conspicuous locations within 300 feet of the Project Site and was mailed to property owners within a 1,000-foot radius of the project boundaries; and

**WHEREAS**, on June 8, 2021, the City Council held a duly noticed public hearing to consider the Project, MND, MMRP, and all pertinent information in the record during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby finds that all potentially significant environmental impacts that may directly or indirectly result from the Project would be reduced to a less-than-significant level by the mitigation measures specified in the MND and MMRP.
3. That the City Council hereby finds that the MND is complete, prepared in compliance with CEQA, and represents the independent judgment of the City Council.
4. That the City Council hereby finds that the MND and MMRP completed for this Project has been completed in compliance with CEQA, and that approval of this project as mitigated will have no significant negative impacts on the area's environmental resources, cumulative or otherwise, as the impacts as mitigated would fall within the environmental thresholds identified by CEQA.
5. That pursuant to 14 Cal. Code of Regs. Section 15074(c), the City Council hereby designates the Director of Community Development as the Custodian of Records for the

Project, and the Planning and Inspection Division at City Hall, 1500 Warburton Avenue, Santa Clara, California, is the location of the documents and other material that constitute the record of proceedings upon which this decision is based.

6. That the City Council adopt the MND and MMRP for the Project as required by the CEQA Guidelines (14 Cal. Code of Regs. § 15074).

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7. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 8<sup>th</sup> DAY OF JUNE 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. Mitigated Negative Declaration (MND)
2. Mitigation Monitoring and Reporting Program (MMRP)
3. Development Plans

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA APPROVING A REZONING FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD) TO ALLOW A DATA CENTER DEVELOPMENT LOCATED AT 2905 STENDER WAY, SANTA CLARA**

PLN2019-14118 (Rezone)  
CEQ2020-01075 (Mitigated Negative Declaration)

**BE IT RESOLVED BY THE CITY COUCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, on September 18, 2019, CoreSite Real Estate SV9. L.P. (“Applicant”) filed an application for the 3.9-acre site at 2905 Stender Way with surface parking lot and a single-story light industrial building (“Project Site”);

**WHEREAS**, the Applicant applied to rezone the Project Site from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (“Project”) as shown on the Development Plans, attached hereto and incorporated herein by this reference;

**WHEREAS**, in conformance with CEQA, the Mitigated Negative Declaration (MND) prepared for the Project was noticed and circulated for a 30-day public review period from July 29, 2020 and closed on August 28, 2020;

**WHEREAS**, the MND identified potential significant impacts of Project development that with implementation of the mitigation measures identified in the Mitigation Monitoring and Reporting Program (“MMRP”) will reduce potential mitigation measures to less than significant and will be incorporated into the Project;

**WHEREAS**, Santa Clara City Code (SCCC) Section 18.112.040 provides for the review and recommendation of the City’s Planning Commission of all rezoning requests before action is to be taken by the City Council;

**WHEREAS**, on April 14, 2021, the Planning Commission held a duly noticed public hearing to consider the Project, MND, and MMRP, at the conclusion of which, the Planning Commission voted to refer the Project to the City Council with no recommendation;

**WHEREAS**, under SCCC Section 18.112.040, the failure of the Planning Commission to issue a recommendation within 35 days after the close of the Planning Commission public hearing constitutes a recommendation of denial;

**WHEREAS**, on May 27, 2021, the notice of public hearing for the June 8, 2021, City Council meeting for this item was posted in three conspicuous locations within 300 feet of the Project Site and was mailed to property owners within a 1,000-foot radius of the Project Site; and

**WHEREAS**, on June 8, 2021, the City Council held a duly noticed public hearing to consider the Project, MND, MMRP, and all pertinent information in the record during which the City Council invited and considered any and all verbal and written testimony and evidence offered in favor of and in opposition to the Project.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. That the City Council hereby rezones the Project Site from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements as shown on the attached Development Plans and conditioned as specified in the attached Conditions of Rezoning Approval, incorporated herein by this reference.
3. Pursuant to SCCC Code Section 18.112.010, the City Council determines that the following findings exist in support of the rezoning:
  - A. The existing zoning is inappropriate or inequitable in that, the existing zoning for the Project Site does not allow data center development and creation of a range of industrial

uses including general service, warehousing, storage, distribution and manufacturing contemplated in the 2010-2035 General Plan due to the previous rezoning. The Planned Development (PD) zoning would allow data center development to better implement the General Plan's vision for the Light Industrial General designation of the Project Site.

B. The proposed zone change will conserve property values, protect or improve the existing character and stability of the area in question, and will promote the orderly and beneficial development of such area in that the proposal redevelops the underutilized property and visually improves the Project Site and surrounding neighborhood with physical and financial investment in the construction of a modern and visually aesthetic development with onsite improvements.

C. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City in that the proposed zone change provides data center development and creation of a range of industrial uses including general service, warehousing, storage, distribution and manufacturing contemplated by the General Plan Light Industrial designation of the Project Site.

D. The proposed zone change would allow imaginative planning and design concepts to be utilized that would otherwise be restricted in other zoning districts in that the proposed zone change would allow flexibility in the development standards to construct a four-story data center building that is consistent with the existing surrounding light industrial character and uses.

4. That based on the findings set forth in this resolution and the evidence in the City Staff Report, MND and MMRP, the City Council hereby approves the rezoning of the Project Site as set forth herein.

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5. 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 COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 8<sup>th</sup> DAY OF JUNE 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. Conditions of Rezoning Approval  
2. Development Plans

## CONDITIONS OF APPROVAL

2905 Stender way

PLN2019-14118

### CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following conditions of approval are recommended:

#### GENERAL

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

#### ATTORNEY'S OFFICE

- A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

#### COMMUNITY DEVELOPMENT

- C1. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet
- C2. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: <https://msc.fema.gov/portal/home>. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.
- C3. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices [http://www.scvurppp-w2k.com/nd\\_wp.shtml](http://www.scvurppp-w2k.com/nd_wp.shtml). All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): [http://www.scvurppp-w2k.com/construction\\_bmp.shtml](http://www.scvurppp-w2k.com/construction_bmp.shtml), and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page: <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention> and will be routed to a contract consultant for review.
- C4. The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis, including; proposed use and occupancy of all spaces (16' CBC Ch. 3), all building heights and areas (16' CBC Ch. 5), all proposed types of construction (16' CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (16' CBC Ch. 7), all proposed interior finishes fire resistance (16' CBC

## CONDITIONS OF APPROVAL

2905 Stender way

PLN2019-14118

- Ch. 8), all fire protection systems proposed (16' CBC Ch. 9), and all means of egress proposed (16' CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged. During construction retaining a single company to install all fire rated penetrations is highly recommended.
- C5. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.
- C6. The construction permit application drawings submitted to the Santa Clara Building Division shall include all accessibility requirements of the 16' CBC Ch. 11 as applicable.
- C7. The construction permit application drawings submitted to the Santa Clara Building Division shall include checklist(s) indicating compliance with the applicable Mandatory Measures of the 16' Cal. Green Building Standards Code (CGBSC). Provide Construction Waste Management (CWM) Plan per the 16' CGBSC guides on pp 59-63 of the CGBSC. Provide a Phase 1 and/ or Phase 2 Hazardous Materials site assessment, as applicable. Note: The Santa Clara Public Works Department Environmental Programs Division will require compliance with the Santa Clara Construction & Demolition Debris Recycling Program: <http://santaclaraca.gov/government/departments/public-works/environmental-programs/commercial-garbage-recycling/construction-demolition-debris-recycling-program>. Note: the Environmental Programs Division may require development projects to register with the Green Halo online waste tracking system: <https://www.greenhalosystems.com>.
- C8. Note: Temporary Certificates of Occupancy will not be routinely issued, and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.
- C9. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. As this project involves land area of one acre or more, the Developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.
- C10. Developer shall comply with all construction and on-going mitigation measures described and identified in the Mitigated Negative Declaration prepared under the California Environmental Quality Act), and as administered to satisfaction of the Director of Community Development. The mitigation measures contained in the MND shall be included in all construction plan sets.
- C11. Submit plans for final architectural review to the Planning Division and obtain architectural approval prior to issuance of building permits. Said plans to include, but not be limited to: site plans, floor plans, elevations, landscaping, trash enclosure details, lighting and signage. Landscaping installation shall meet City water conservation criteria in a manner acceptable to the Director of Community Development.
- C12. A complete landscape plan that includes, type, size and location of all plant species shall be required as part of architectural review of the project for both the private property and adjacent public right-of-way. Review and approval of the complete landscape plan, including water conservation calculations and irrigation plan shall be required prior to issuance of building permits. Installation of landscaping is required prior to occupancy permits.

## CONDITIONS OF APPROVAL

2905 Stender way

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- C13. Minor changes to the building, landscaping, or other minor plan elements would be subject to Planning Division review and approval of a Minor Adjustment to an approved project, or through Architectural Review, subject to the discretion of the Director of Community Development or his/her designee.
- C14. Trees permitted by the City for removal shall be replaced at a 2:1 ratio with 24-inch box, at a 1:1 with 36-inch box specimen trees on-site where possible and off-site, or equal alternative as approved by the Director of Community Development. Fee amount per off-site tree replacement is set per the City's Municipal fee schedule.
- C15. Site landscaping shall be maintained in good condition throughout the life of the Development and no trees shall be removed without a City review and approval.
- C16. Prior to issuance of a demolition permit, Developer/Owner shall have an asbestos survey of the proposed site performed by a certified individual. Survey results and notice of the proposed demolition are to be sent to the Bay Area Air Quality Management District (BAAQMD). No demolition shall be performed without a demolition permit and BAAQMD approval and, if necessary, proper asbestos removal.
- C17. Incorporate Best Management Practices (BMPs) into construction plans and incorporate post construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of permits. Proposed BMPs shall be submitted to and thereafter reviewed and approved by the Planning Division and the Building Inspection Division for incorporation into construction drawings and specifications.
- C18. An erosion control plan shall be prepared, and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.
- C19. Commercial, industrial, and multi-family residential buildings must have enclosures for solid waste and recycling containers. The size and shape of the enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the building(s) onsite and should be designed and located on the property to allow ease of access by collection vehicles. As a general rule, the size of the enclosure(s) for the recycling containers should be similar to the size of the trash enclosure(s) provided onsite. Roofed enclosures with masonry walls and solid metal gates are the preferred design. Any required enclosure fencing (trash area, utility equipment, etc.) if not see-thru, shall have a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures shall be locked.
- C20. The Final Storm Water Management Plan (SWMP) must be certified by a third-party consultant from SCVURPP's current list of qualified consultants. Five copies of the approval letter from the certified third-party review (wet stamped and signed) must be submitted prior to the issuance of grading or building permit.
- C21. Prior to the issuance final occupancy, the applicant shall enter into Operations and Maintenance (O&M) agreement with the City. The project operator is responsible for the operations and maintenance of the SWMP and stormwater BMPs consistent with the O&M agreement throughout the life of the project. Green infrastructure shall be installed within the public right-of-way consistent with RWQCB requirements.
- C22. Developer is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
- C23. The Developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Community Development for review and approval prior to the issuance of demolition and building permits.
- C24. Construction activity not confined within a building shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and not permitted on Saturdays, Sundays and State and federal holidays for projects within 300 feet of a residential use. Construction activity confined within a building shall be limited to the hours

## CONDITIONS OF APPROVAL

2905 Stender way

PLN2019-14118

of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and prohibited on Sundays and State and federal holidays.

- C25. The Developer shall incorporate green building measures such as rooftop solar photovoltaic (PV) systems, rough-ins for electric vehicle charging, use of efficient lighting and irrigations, and recycled water, as feasible, to the satisfaction of the Director of Community Development.
- C26. All roof equipment shall be screened from public streets and public rights-of-way. Screening shall be designed to be architectural style and material that is compatible with the building.
- C27. Based on the ratio, a total of 62 parking spaces are required, 26 of which are provided on site. The site plan reserves space for an additional 24 parking spaces which would be constructed in the event building use is eventually converted to another use with higher parking demands. The land bank spaces are located in areas on the site that will be occupied by equipment such as chiller enclosures or generators for the data center use and which could be removed to provide additional spaces if needed for an alternative use of the building.

### **BUILDING**

- BD1. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet
- BD2. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: <https://msc.fema.gov/portal/home>. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.
- BD3. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices [http://www.scvurppp-w2k.com/nd\\_wp.shtml](http://www.scvurppp-w2k.com/nd_wp.shtml). All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): [http://www.scvurppp-w2k.com/construction\\_bmp.shtml](http://www.scvurppp-w2k.com/construction_bmp.shtml), and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page: <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention> and will be routed to a contract consultant for review.
- BD4. Informational: no California construction code review is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis, including; proposed use and occupancy of all spaces (19' CBC Ch. 3), all building heights and areas (19' CBC Ch. 5), all proposed types of construction (19' CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (19' CBC Ch. 7), all proposed interior finishes fire resistance (19' CBC Ch. 8), all fire protection systems proposed (19' CBC Ch. 9), and all means of egress proposed (19' CBC Ch. 10). -Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

## CONDITIONS OF APPROVAL

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-During construction retaining a single company to install all fire rated penetrations is highly recommended.

- BD5. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.
- BD6. The construction permit application drawings submitted to the Santa Clara Building Division shall include all accessibility requirements of the 19' CBC Ch. 11 as applicable.
- BD7. The construction permit application drawings submitted to the Santa Clara Building Division shall include checklist(s) indicating compliance with the applicable Mandatory Measures of the 19' Cal. Green Building Standards Code (CGBSC). Provide Construction Waste Management (CWM) Plan per the 19' CGBSC guides on pp 59-63 of the CGBSC. Provide a Phase 1 and/ or Phase 2 Hazardous Materials site assessment, as applicable. Note: The Santa Clara Public Works Department Environmental Programs Division will require compliance with the Santa Clara Construction & Demolition Debris Recycling Program: <http://santaclaraca.gov/government/departments/public-works/environmental-programs/commercial-garbage-recycling/construction-demolition-debris-recycling-program>. Note: the Environmental Programs Division may require development projects to register with the Green Halo online waste tracking system: <https://www.greenhalosystems.com>.
- BD8. Note: Temporary Certificates of Occupancy will not be routinely issued, and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

### ENGINEERING

- E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.
- E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a Single Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E3. All work within Santa Clara County right-of-way shall require County encroachment permit.
- E4. Submit public improvement plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.
- E5. Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.

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- E6. Developer shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.
- E7. All storm drain mains and laterals, sanitary sewer mains and laterals shall be outside the drip line of mature trees or 10' clear of the tree trunk whichever is greater.
- E8. Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.
- E9. Verify existing laterals to be reused are in good condition, remove and replace as required.
- E10. Dedicate required on-site easements for any new public utilities and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.
- E11. Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to building permit issuance.
- E12. Entire street width of Stender Way along the project frontage shall be slurry sealed.
- E13. Provide minimum 5' wide sidewalk and 4' landscape strip along the Stender Way frontage.
- E14. Provide minimum 5' wide sidewalk along the Central Expressway frontage.
- E15. Reconstruct curb ramp at the corner of Stender Way and Central Expressway, and remove pedestrian barricade. Coordinate with Santa Clara County for removal of barricade.
- E16. All proposed sidewalk, walkway, and driveways shall be ADA compliant per City Standard.
- E17. Show and comply with City's driveway Triangle of Safety (sight distance) requirement at proposed driveways. No trees and/or structures obstructing drivers' view are allowed in the Triangle of Safety areas.
- E18. All proposed driveways shall be City Standard ST-9 two-way driveways.
- E19. Proposed driveways shall accommodate fire truck/engine turning template.
- E20. Provide ADA walkway connecting the proposed building to the public sidewalk.
- E21. Protect in place all street signs and existing zones along project frontage.
- E22. All traffic striping, messages, and symbols shall be thermoplastic.
- E23. Provide trash loading zone on site.
- E24. Provide loading/unloading zone on-site.
- E25. Provide on-site crane staging area for loading of mechanical unit(s).
- E26. For the current proposed area, provide minimum bicycle racks (Class I) and lockers (Class II) per the bicycle parking requirements in the VTA Bicycle Technical Guidelines at high visibility locations on-site, such as at the main entrance and/or high visible areas:
- E27. 246,660 SF: 31 Class I Bicycle Spaces & 11 Class II Bicycle Spaces (for a total of 42 bicycle spaces)

### **ELECTRICAL**

- EL1. Existing SVP transformer on site TX# 9050 1000KVA Pad mount will need to be removed.
- EL2. Transmission Line:
  - a. SVP's Transmission Line Design is conceptual at this stage and will need to be studied. Alternative routes will need to be studied, new easements may need to be secured on private property, relocation of existing utilities and/or other agency requirements need to be identified and assessed. These unknowns can impact schedule and cost that the customer is responsible for. In addition to the transmission ROW study, a system impact study will need to be completed to identify any electric capital improvements required to maintain SVP's Electric Transmission System within its operating specifications.

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- b. SVP has identified possible locations for caissons required for Steel Transmission Poles. These areas are reserved and can move until locations are finalized during the Transmission Pole Line Design.
- EL3. SVP fiber will need Access to each Fiber POC.
- EL4. New Street Crossing on Stender Way will be required (as shown on plan)
- EL5. 2-12KV SVP Feeders have been approved for Interim services up to 6MVA each. Required on-site substructure by the developer & offsite substructure by SVP, need to be completed prior to receiving these services.
- EL6. Stender Way Cross Section – 3.5' clearance from edge of PG&E Gas to edge of SVP Duct bank has been deemed acceptable for SVP.
- EL7. All easements for SVP infrastructure (not including infrastructure for interim power) & the substation will be required.
- EL8. SVP secondary, fiber, & street lighting systems with any associated pull boxes shall be designed in detailed design (as needed).
- EL9. Clearances: All clearances are expected to be maintained throughout detailed design
- a. EQUIPMENT
    - i. Ten (10) foot minimum clearance is required in front of equipment access doors. (UG1000 sheet 11)
    - ii. Five (5) foot minimum clearance from pad is required on sides without equipment access doors. (UG1000 sheet 11)
    - iii. Eighteen (18) foot minimum width, shall be provided and maintained on one side of the equipment pad to allow an electric dept. line truck to drive up next to the pad for installation and maintenance of equipment. (UG1000 Sheet 11).
    - iv. Barrier pipes are required only on sides accessible to vehicles. (UG1000 Sheet 12).
      1. Thirty (30) inches from side of equipment sides.
      2. Forty Eight (48) inches in front of access doors.
        - a. Barrier Pipes in front of access doors shall be removable.
  - b. CONDUITS
    - i. Five (5) foot minimum longitudinal clearance between new conduits or piping systems (open trench installation) and any existing or proposed SVP conduit system. This is for longitudinal. (UG1250 sheet 5)
    - ii. Twelve (12) inch minimum vertical clearance between new conduit/pipes installed perpendicular to existing SVP conduits for open trench installations. (UG1000 sheet 36, UG1250 Sheet 6)
    - iii. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
    - iv. Three (3) foot minimum clearance is required between sign posts, barrier pipes or bollards, fence posts, and other similar structures. ( UG1250 sheet 10).
    - v. Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities. (UG1000 sheet 8)
    - vi. Five (5) foot minimum clearance from walls, footings, retaining wall, landscape planter, tree root barrier or other subsurface wall or structure. (UG1250 sheet 9).
    - vii. Five (5) foot minimum clearance is required between fire hydrant thrust block. The thrust block extends 5' foot on either side of the fire hydrant in line with the radial water pipe connected to the hydrant.
  - c. VAULTS/MANHOLES
    - i. Ten (10) foot minimum clearance is required between adjacent Vaults or Manholes.
    - ii. Five (5) foot minimum clearance is required between adjacent conduits.

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- iii. Minimum 36" from face of curb, or bollards required.
  - d. Poles (Electroliner, Guy Stub poles, service clearance poles, self-supporting steel poles and lighting poles.)
    - i. Three (3) foot six (6) inches clearance is required from poles for open trench installation. Exceptions are for riser conduit. (UG1250 Sheet 7)
  - e. Guy Anchors
    - i. Five (5) foot minimum clearance is required between center of anchor line and any excavation area. (UG1250 sheet 15).
  - f. Trees
    - i. OH 1230 for Overhead Lines
    - ii. SD 1235 for Tree Planting Requirements near UG Electric Facilities
- EL10. Reference listed SVP standards for clearances.
- a. UG1000 - Installation of Underground Substructures by Developers
  - b. UG1250 – Encroachment Permit Clearances from Electric Facilities
  - c. UG0339 – Remote Switch Pad
  - d. OH1230 – Tree Clearances From Overhead Electric Lines
  - e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
- EL11. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power will do exact design of required substructures after plans are submitted for building permits.
- EL12. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.
- EL13. Electric service shall be underground. See Electric Department Rules and Regulations for available services.
- EL14. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.
- EL15. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.
- EL16. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).
- EL17. If the "legal description" (not "marketing description") of the units is condominium or apartment, then all electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. If they are townhomes or single-family residences, then each unit shall have it's own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.
- EL18. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced from a 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" min. wide sidewalk. Transformer pad must be a minimum of

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10'-0 from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

- EL19. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.
- EL20. Any relocation of existing electric facilities shall be at Developer's expense.
- EL21. Electric Load Increase fees may be applicable
- EL22. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).
- EL23. Electrical improvements (including underground electrical conduits along frontage of properties) may be required if any single non-residential private improvement valued at \$200,000 or more or any series of non-residential private improvements made within a three-year period valued at \$200,000 or more (Santa Clara City Code Title 17 Appendix A (Table III)).
- EL24. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.
- EL25. Encroachment permits will not be signed off by Silicon Valley Power until Developers Work substructure construction drawing has been completed.
- EL26. All SVP-owned equipment is to be covered by an Underground Electric Easement (U.G.E.E.) This is different than a PUE. Only publically-owned dry utilities can be in a UGEE. Other facilities can be in a joint trench configuration with SVP, separated by a 1' clearance, providing that they are constructed simultaneously with SVP facilities. See UG 1000 for details.
- EL27. Proper clearance must be maintained from all SVP facilities, including a 5' clearance from the outer wall of all conduits. This is in addition to any UGEE specified for the facilities. Contact SVP before making assumptions on any clearances for electric facilities.
- EL28. Transformers and Switch devices can only be located outdoors. These devices MAY be placed 5' from an outside building wall, provided that the building wall in that area meets specific requirements. (See UG 1000 document for specifics) EXAMPLE: If there are any doors, windows, vents, overhangs or other wall openings within 5' of the transformer, on either side, then the transformer MUST be 10' or more away from the building. These clearances are to be assumed to be clear horizontally 5' in either direction and vertically to the sky.
- EL29. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel by separate document. It is the Developers responsibility to maintain all clearances from equipment and easements. Developer to contact SVP outside of the PCC process for clear definitions of these clearance requirements. Developer should not assume that SVP will be

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removing any existing facilities without detailed design drawings from SVP indicating potential removals. *Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.*

- EL30. SVP does not utilize any sub-surface (below grade) devices in it's system. This includes transformers, switches, etc.
- EL31. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.
- EL32. High Rise Metering and Multi-Floor Infrastructure Requirements
- a. Meter rooms located inside shall be approved by SVP Meter Department during the design phase, or be located outside.
  - b. All residential meter centers shall be modular grouped installations with individual breakers, and on the approved meter base list. Such equipment shall be referred to SVP Meter Department prior to making commitments for the purchase and installation of such equipment.
  - c. All meter locations shall be subject to SVP Meter Department approval.
  - d. Customer shall provide a dedicated 20 amp circuit outlet near the 36" plywood board.
  - e. Customer will supply 36" plywood board floor to ceiling in meter room that will be used for radiating communication cable. This board shall have 36" front working clearance at all times.
  - f. Meter rooms shall have a 4" Hilti "Speed Sleeve" or an equivalent sleeving product with a 4hr stop cloth centered in front of the 36" plywood board.
  - g. Any floor that the SVP communication cable will pass through that does not have a meter room, the communication cable shall have continuous piece of 4" schedule 40 PVC conduit.
  - h. All conduits shall not have more than 360 degrees of cumulative turn for one vertical stack of meter rooms. The only openings allowed in conduit are in electrical meter rooms. (No pulling points in conduit).
  - i. Conduit shall continue to the roof into an SVP approved CT cabinet (32"x32"x15") on the roof. Customer shall provide a dedicated 20 amp circuit outlet in CT cabinet. From the CT cabinet the customer shall provide 2" conduit to a structure 36" taller than any other structure on the roof. Conduit shall also continue to lowest floor electric meter room.
  - j. Lowest floor meter room shall have an SVP approved CT cabinet installed with a 2" conduit that runs to the exterior of the building. The point at which it exits the building must be between 8' and 10' with an 8" x 8" x 6" 3R NEMA rated enclosure.
  - k. Before any bus duct is energized all meter sockets shall be covered, sealed, and tagged with a transparent plastic cover plate provided by the customer, or all main disconnects will be locked out with SVP lock.
  - l. A location near the door for installation of a key box, a key fitting the meter room door for the key box, and a sign on the exterior door stating "Meter Room #xx". If multiple meter rooms are needed, each meter room door shall have a dedicated key box with key. If the door locks are changed, contact SVP to coordinate the exchange of keys.
  - m. Customer shall install SVP 4" UE conduit in front of the 36" plywood board at the Ground Level Meter room. SVP 4" UE conduit will be run outside to a designated UE box determined by SVP.
  - n. Each meter room shall have access directions to each meter room, 24hr contact information for building security and building maintenance, and Meter Room Number placed on the wall that is visible from any location in the room.
- EL33. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka "real dirt"), and cannot be supported on parking garage ceilings or placed on top of structures.

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EL34. Applicant is advised to contact SVP (CSC Electric Department) to obtain specific design and utility requirements that are required for building permit review/approval submittal. Please provide a site plan to Leonard Buttitta at 408-615-6620 to facilitate plan review.

### WATER

- W2. The proposed development impact to the potable water system will be analyzed using the City's hydraulic modeling program for a fee paid by the Developer. This will determine projected available fire flow capacity and residual pressure from public fire hydrants and on-site fire system connection points at the City's main during a fire event. If there is a deficiency in the existing potable water distribution or storage infrastructure, the developer will be required to upgrade the potable water system as determined and approved by the City. The required potable water system upgrades will be at developer's expense. The evaluation may change based on pending development applications and future projects. The potable water hydraulic analysis does not guarantee or in any way reserves or holds distribution capacity until developer has Final Approval for the project.
- W3. Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters greater than 2". Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned and new separate dedicated water services shall be provided for each use (domestic and irrigation).
- W4. Prior to issuance of Building Permits, the applicant shall provide the profile section details for utilities crossing water, sewer, or reclaimed water mains to ensure a 12" minimum vertical clearance is maintained.
- W5. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.
- W6. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000.
- W7. Fire service line required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.
- W8. Fire hydrants shall be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Standard Detail 18. Fire hydrant shall be located in landscaped area.
- W9. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants and fire service demand.
- W10. The applicant shall show on the plans the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area.
- W11. The City recommends the applicant to install sanitary sewer cleanout(s) at the property line if the sewer service line size is 6-inch or smaller.
- W12. Water Supply Assessment: The applicant shall complete a Water Supply Assessment (WSA) form to determine if a WSA is required for the project. Applicants can contact Diane Asuncion, Acting Compliance Manager at 408-615-2009 for the form and any questions.
- W13. Prior to issuance of Building Permits, the applicant shall submit design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.

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- W14. Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.
- W15. No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer and/or water utilities and easements.
- W16. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities.
- W17. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities. All of the existing lateral water services shall be reconnected to the new water main.

### POLICE

- PD1. The property should be fenced off during demolition and construction as a safety barrier to the public and deterrent to theft and other crime. Consider not having any screening material on the fence so passing Police Patrol checks will be able to see into the site.
- PD2. Landscaping should follow the National Institute of Crime Prevention standards. That standard describes bushes/shrubs not exceeding 2' in height at maturity, or maintained at that height, and the canopies of trees should not be lower than 6' in height. Crime-deterrent vegetation is encouraged along the fence and property lines and under vulnerable windows.
- PD3. Lighting for the project to be at the IES (Illuminating Engineering Society of North America) standards and include the features listed below:
- White light source
  - Pedestrian Scale
  - Full cut-off or shoebox design
  - Unbreakable exterior
  - Tamperproof Housings
  - Wall mounted lights/10' high
- These features increase natural surveillance, support and/or enhance security camera capabilities, and increase Police Patrol effectiveness.
- PD4. Any required enclosure fencing (trash area, utility equipment, etc.) would preferably be see-thru. If for aesthetic reasons prohibit that, the fencing should have a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.
- PD5. All exterior doors should be adequately illuminated at all hours with their own light source.
- PD6. Other line of sight obstructions (including recessed doorways, alcoves, etc.) should be avoided on building exterior walls and interior hallways.
- PD7. All business or commercial establishments, of whatever nature, should have an electronic intruder alarm system installed. The system should cover the interior and perimeter of structures determined to be a value target. Also, consideration should be given to exterior areas that are or contain value targets, such as a product display lot, company vehicle parking area, etc.
- PD8. The installation and use of interior and exterior security cameras and recording devices is highly encouraged.
- PD9. "White" light meeting the IES standard should be considered. There should be no "dark" areas inside the structure.

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- PD10. The interior of the parking structure should be painted a light, highly reflective color. This increases the natural lighting available and can help prevent dark areas that attract criminal activity.
- PD11. All entrances to the parking areas (structure, surface, subterranean, etc.) shall be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code section 22658(a) for guidance).
- PD12. Alcoves and other visual obstructions that might constitute a hiding place should be eliminated whenever structurally possible. Pillars, columns, and other open construction should be considered over a solid wall design.
- PD13. A Coded Entry System is required for police access to enclosed parking lots and gated communities. This can be accomplished with a coded key pad system or the Police Department Knox Box key system.  
We understand security is a prime concern for the tenants of the project, which necessitates some sort of secure building and admittance process. By having either of these secure access systems for law enforcement, it will allow us to better respond to emergency situations should they arise in the development. Examples of these systems can be reviewed at the following projects:  
2585 El Camino Real (Coded key pad access)  
3555 Monroe Street (Knox box key access)
- PD14. The developer shall meet the City of Santa Clara's guidelines established for radio signal penetration, detailed in the Communications Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the use permit. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any police communication or police communication system.

### FIRE

- F1. The Fire Department's review was limited to verifying compliance per the 2019 California Fire Code (CFC), Section 503 (Fire Apparatus Access Roads), Section 507 (Fire Protection Water Supplies), Appendix B (Fire-Flow Requirements for Buildings) and Appendix C (Fire Hydrant Locations and Distribution) and City of Santa Clara Requirements.
- F2. At time of Building Permit application, provide documentation to show the minimum required fire-flow for the building based on the construction type and square footage in accordance with the California Fire Code, Appendix B, Table B105.1 can be met. A 75% reduction in fire-flow is allowed with the installation of an automatic fire sprinkler system designed in accordance with California Fire Code § B105.2. The resulting fire-flow shall not be less than 1,500 gallons per minute (or 1,000 gallons per minute for NFPA 13 fire sprinkler systems) minute for the prescribed duration. For buildings equipped with an approved automatic sprinkler system, the water supply shall be capable of providing the greater of:
- i) The automatic sprinkler system demand, including hose stream allowance.
  - ii) The required fire flow.
- Provide a water supply curve on the plan showing that the demand can be met.
- F3. At time of Building Permit application, the required number, location and distribution of fire hydrants for the building based on the California Fire Code, Appendix C, Table C102.1 shall be incorporated into the construction documents. The required number of fire hydrants shall be based on the fire-flow before the reduction.
- F4. At time of Building Permit application, construction documents for proposed fire apparatus access, location of fire lanes and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the Fire Prevention and Hazardous Materials Division.

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- F5. Prior to the Start of Construction, fire protection water supplies shall be installed and made serviceable prior to the time of construction or prior to combustible materials being moved onsite, unless an approved alternative method of protection is approved by the Fire Prevention and Hazardous Materials Division.
- F6. At time of Building Permit application, construction documents for the fire department apparatus access roads are required submitted to the Fire Prevention and Hazardous Materials Division. Access roadways shall be provided to comply with all the following requirements.
- a. Fire apparatus access roadways shall be provided for every facility, building, or portion of a building hereafter constructed or moved when any portion of an exterior wall of the first story of the building is located more than 150 feet from fire apparatus access as measured by an approved route around the exterior of the building.
  - b. Fire apparatus access roadways shall have a "minimum" width of a fire apparatus access roadway for Engines is 20 feet. The "minimum" width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building and positioned parallel to one entire sides of the building.
  - c. Fire access roadways shall have a "minimum" unobstructed vertical clearance of not less than 13 feet 6 inches. Aerial apparatus access roads may require additional vertical clearance.
  - d. Fire access roadways shall All fire department access roadways shall be an all-weather surface designed to support the imposed load of fire apparatus with a gross vehicle weight of 75,000-pounds.
  - e. Fire apparatus access roadways shall have a "minimum" inside turning radius for fire department access roadways shall be 36 feet or greater.
  - f. The grade for emergency apparatus access roadways shall not exceed 10 percent to facilitate fire-ground operations.
  - g. Traffic calming devices are not permitted on any designated fire access roadway, unless approved by the Fire Prevention & Hazardous Materials Division.
  - h. All Fire Department Access roadways shall be recorded as an Emergency Vehicle Access Easement (EVAE) on the final map. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.
- F7. Provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.
- F8. Prior to issuance of a Building Demo Permit, Steps 1 through 3 summarized below must be addressed during the planning phase of the project. Submit Phase II environmental documents:
- a. **Step 1 – Hazardous Materials Closure (HMCP):** This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.
  - b. **Step 2 – Site Mitigation:** Site mitigation is the cleanup or management of chemical contaminants in soil, soil vapor or groundwater. The type and extent of contamination on site(s) governs which of the regulatory agencies noted below will supervise the cleanup.
    - Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division (CUPA)
    - Department of Toxic Substances Control (DTSC)
    - State Water Resources Control Board

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2905 Stender way

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- Santa Clara County, Department of Environmental Health.
  - c. **Step 3** – Community Development, Building Division Demolition Application: For the majority of projects within the City of Santa Clara, Steps 1 and/or 2 described above need to be completed prior to proceeding to demolition application in order to avoid permit approval delays. The purpose of a demolition permit is to ensure that the parcel is clear of debris and other health hazard material (lead, asbestos, etc.) and that the utility connections have been plugged and sealed.”
- F9. All gates installed on designated fire department access roads are required to electrically automatic powered gates. Gates shall be provided with an emergency battery power supply, or shall be a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. To control the automatic gates a detector/strobe switch shall be installed to allow emergency vehicles (e.g., fire, police, ems) to flash a vehicle mounted strobe light towards the detector/strobe switch, which in turn overrides the system and opens the gate. The gates shall be equipped with a TOMAR Strobe Switch or 3M OPTICOM Detector to facilitate this override. Said device shall be mounted at a minimum height of seven feet (7') above the adjacent road surface and is subject to an acceptance test witnessed by the Fire Department prior to final approval of the project.
- F10. Nothing in this review is binding. Final configurations will be reviewed upon the Building Permit application.

### STREETS

#### STORMWATER

- ST1. Prior to City's issuance of Building or Grading Permits, the applicant shall develop a Final Stormwater Management Plan, update the [C.3 Data Form](#), prepare and submit for approval an Erosion and Sediment Control Plan. During the construction phase, all stormwater control measures shall be inspected for conformance to approved plans by a qualified 3<sup>rd</sup> party consultant from the [SCVURPPP List of Qualified Consultants](#), and a 3<sup>rd</sup> party concurrence letter shall be submitted to the Dept. of Public Works. Insert the [C.3 Construction Checklist](#) to the improvement plans.
- ST2. The Final Stormwater Management Plan and all associated calculations shall be reviewed and certified by a qualified 3<sup>rd</sup> party consultant from the [SCVURPPP List of Qualified Consultants](#), and a 3<sup>rd</sup> party review letter shall be submitted with the Plan.
- ST3. **Porous Pavement, Vaults, Interceptor Trees and Trash Full Capture Devices** shall be inspected by the third-party reviewer and/or manufacturer representative for conformance with the details and specifications. If necessary, percolation test shall be performed to ensure proper installation. The number, location and species of the interceptor trees shall be confirmed during the construction.
- ST4. For projects that disturb a land area of one acre or more, the applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of any building permit for grading or construction. A copy of the NOI shall be submitted to the City Building Inspection Division, along with a stormwater pollution prevention plan (SWPPP). Active projects covered under the Construction General Permit will be inspected by the City once per month during the wet season (October – April).
- ST5. The applicant shall incorporate [Best Management Practices \(BMPs\)](#) into construction plans and incorporate post-construction water runoff measures into project plans in accordance with the City's Urban Runoff Pollution Prevention Program standards prior to the issuance of Building or Grading Permits. Insert the [SCVURPPP Countywide Construction BMPs plan sheet](#).
- ST6. As-Built drawing shall be submitted to the Public Works Department. Building occupancy will not be issued until all stormwater treatment measures have been adequately inspected and O&M Agreement is executed. For more information contact Rinta Perkins at (408) 615-3081 or [rperkins@santaclaraca.gov](mailto:rperkins@santaclaraca.gov)

## CONDITIONS OF APPROVAL

2905 Stender way

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- ST7. Stormwater treatment facilities must be designed and installed to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C). They shall be installed using biotreatment soil media that meet the minimum specifications as set forth in this Handbook. Select appropriate plant materials to promote stormwater treatment measure while implementing integrated pest management and water conservation practices in accordance to the SCVRUPPP C.3 Stormwater Handbook (Appendix D).
- ST8. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures in perpetuity. Applicants should contact Karin Hickey at (408) 615-3097 or [KaHickey@santaclaraca.gov](mailto:KaHickey@santaclaraca.gov) for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at <http://santaclaraca.gov/stormwater>.
- ST9. Developer shall install an appropriate stormwater pollution prevention message such as "No Dumping – Flows to Bay" on any storm drains located on private property.
- ST10. Interior floor drains shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
- ST11. Floor drains within trash enclosures shall be plumbed to the sanitary sewer system and not connected to the City's storm drain system.
- ST12. All outdoor equipment and materials storage areas shall be covered and/or bermed, or otherwise designed to limit the potential for runoff to contact pollutants.
- ST13. Any site design measures used to reduce the size of stormwater treatment measures shall not be removed from the project without the corresponding resizing of the stormwater treatment measures and an amendment of the property's O&M Agreement.
- ST14. Stormwater treatment facilities must be designed and installed to achieve the site design measures throughout their life in accordance to the SCVRUPPP C.3 Stormwater Handbook (Chapter 6 and Appendix C). They shall be installed using biotreatment soil media that meet the minimum specifications as set forth in this Handbook.

### SOLID WASTE

- ST15. For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a **Waste Management Plan** and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at <http://santaclara.wastetracking.com/>.
- ST16. Project applicant shall contact the Public Works Department, Street Maintenance Division at (408) 615-3080 to verify if the property falls within the City's exclusive franchise hauling area. If so, the applicant may be required to use the City's exclusive franchise hauler and rate structure for solid waste services. Project applicant shall submit to the Public Works Department a written approval (clearance) from the designated hauler on the project's Trash Management Plan.
- ST17. The applicant shall provide a site plan showing all proposed locations of solid waste containers, enclosure locations, and street/alley widths to the Public Works Department. All plans shall comply with the [City's Development Guidelines for Solid Waste Services](#) as specified by development type. Contact the Public Works Department at [Environment@santaclaraca.gov](mailto:Environment@santaclaraca.gov) or at (408) 615-3080 for more information.
- ST18. Building must have enclosures for garbage, recycling and organic waste containers. The size and shape of the enclosure(s) must be adequate to serve the estimated needs and size of the building(s) onsite, and should be designed and located on the property so as to allow ease of access by collection

## CONDITIONS OF APPROVAL

2905 Stender way

PLN2019-14118

vehicles. Roofed enclosures with masonry walls and solid metal gates are the preferred design. Any required enclosure fencing (trash area, utility equipment, etc.) if not see-thru, shall have a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures shall be locked.

- ST19. All refuse from all residential, commercial, industrial and institutional properties within the city shall be collected at least once a week, unless otherwise approved in writing (SCCC 8.25.120). Garbage service level required for residential developments (single-family and multi-family) as well as motels and hotels shall be no less than twenty (20) gallons per unit. All project shall submit to the Public Works Department the preliminary refuse service level assessment for approval.

### **HOUSING & COMMUNITY SERVICES**

- H1. This Project is subject to the Affordable Housing requirements which may be met through payment of an impact of \$2 per square foot. The estimated fees are calculated as follow: 246,660 sq ft (proposed) minus 54,000 sq ft (existing) = 192,660 sf x \$2/sf= \$385,320  
Applicant shall pay impact fees prior to the issuance of the occupancy certificate of the building. Fees are based on the current Municipal Fee Schedule in effect at the time the project is approved and must be paid prior to the issuance of the occupancy certificate of the building.



# CORESITe SV9

**NEW DATA CENTER BUILDING**  
SANTA CLARA, CA

PCC SUBMISSION : VOLUME 4



**CORGAN**  
PROJECT NUMBER: 19199  
ISSUE DATE: 05.28.2020



**PEOPLES ASSOCIATES**  
STRUCTURAL ENGINEERS

**Kimley»Horn**  
Expect More. Experience Better.



## DATA MATRIX

**LOT SQUARE FOOTAGE:**  
~170,000 SQ FT

**LOT COVERAGE:**  
~58,000 SQ FT (34%)

**EXISTING USE:**  
EXISTING 1-STORY COMMERCIAL BUILDING

**EXISTING SQ FT:**  
~54,000 SQ FT

**PROPOSED USE:**  
LIGHT INDUSTRIAL  
NEW 4-STORY DATA CENTER  
WITH SCREENED ROOFTOP  
EQUIPMENT PLATFORM

**PROPOSED SQ FT:**  
~250,000 SQ FT

**PROPOSED OCCUPANCIES:**  
BUSINESS & S-1

**REQUIRED PARKING:**  
250,000 SQ FT @ 1 PER 2,500 =  
100 SPACES

**ACTUAL USE DATA CENTER:**  
10 FULL-TIME STAFF  
15 VISITORS  
25 TOTAL SPACES

**PROPOSED PARKING:**  
26 SPACES

## SHEET LIST

**GENERAL**  
COVER SHEET  
EX-00 - SITE PLAN DEMOLITION

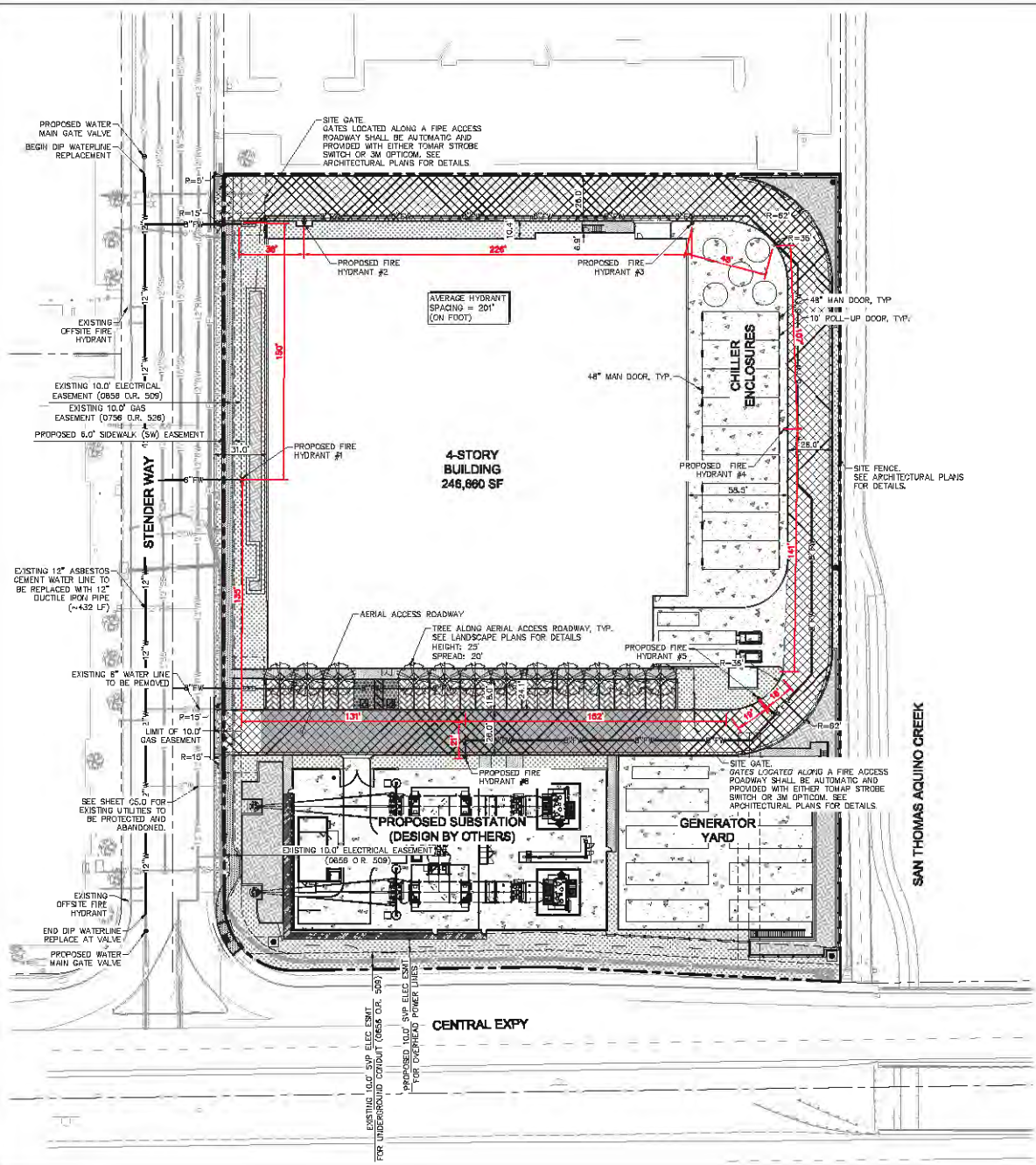
**CIVIL**  
C1.0 - FIRE TRUCK ACCESS PLAN  
C2.0 - FIRE DEPARTMENT WATER  
SUPPLY PLAN  
C3.0 - GRADING AND DRAINAGE PLAN  
C4.0 - PRELIMINARY DRAINAGE AREA  
MAP  
C5.0 - COMPOSITE LANDSCAPE AND  
UTILITY PLAN

**LANDSCAPE**  
L1.0 - TREE DISPOSITION PLAN  
L1.1 - TREE INVENTORY AND  
ARBORIST REPORT  
L1.2 - DISPOSITION DETAILS  
L2.0 - LANDSCAPE PLAN  
L2.1 - LANDSCAPE NOTES  
AND SCHEDULE  
L2.2 - LANDSCAPE DETAILS

**ARCHITECTURAL**  
EX-01 - SITE PLAN  
EX-02 - FLOOR PLAN - LEVEL ONE  
EX-03 - FLOOR PLAN - LEVEL TWO  
EX-04 - FLOOR PLAN - LEVEL THREE  
EX-05 - FLOOR PLAN - LEVEL FOUR  
EX-06 - EXTERIOR ELEVATIONS  
EX-07 - EXTERIOR ELEVATIONS  
EX-08 - BUILDING SECTIONS



K:\M\1404\14725201 - 046 CORESITE\CONDOMINIUMS\UTILITIES\CIRCLE FIRE HYDRANT AND ACCESS PLAN\DWG 5-28-2020 BLK FIRE HYDRANT.dwg



**LEGEND**

- PROPERTY LINE
- PROPOSED FIRE WATER LINE
- EXISTING WATER LINE
- LANDSCAPE/PLANTER AREA
- FIRE ACCESS LANE / EMERGENCY VEHICLE ACCESS EASEMENT (EVAE)
- AERIAL ACCESS ROADWAY
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- PERMEABLE PAVERS
- BIORETENTION AREA

**SITE DATA**

BUILDING CONSTRUCTION TYPE:	IIA
TOTAL BUILDING SQUARE FOOTAGE:	246,660 SF
REQUIRED FIRE FLOW (PER CFC TABLE B103.1, BEFORE REDUCTION):	6,000 GPM
MINIMUM REQUIRED HYDRANTS (PER CFC TABLE C102.1):	6 HYDRANTS
HYDRANTS PROVIDED:	6 HYDRANTS
AVERAGE HYDRANT SPACING:	200 FT

**HYDRANT SPACING TABLE (ON FOOT)**

HYDRANT PATH	TOTAL DISTANCE
HYDRANT 1 TO 2	231 FEET
HYDRANT 2 TO 3	228 FEET
HYDRANT 3 TO 4	158 FEET
HYDRANT 4 TO 5	159 FEET
HYDRANT 5 TO 6	192 FEET
HYDRANT 6 TO 1	243 FEET
TOTAL	1,303 FEET
AVERAGE	209 FEET

**Kimley-Horn**  
 • 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
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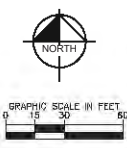


ENGINEER OF RECORD  
 SEAL

**CORESITE - SV9**  
 2505-2509 STENDER WAY,  
 SANTA CLARA, CA 95054

JOB NO.: 197252001  
 PRINT DATE: 05/28/2020  
 DESIGNED BY: KN  
 CHECKED BY: MJ  
 SET ISSUED:  
 10/28/2019 PCC SUBMITTAL 1  
 02/12/2020 PCC SUBMITTAL 2  
 02/24/2020 SCHEMATIC DESIGN  
 05/28/2020 PCC SUBMITTAL 3

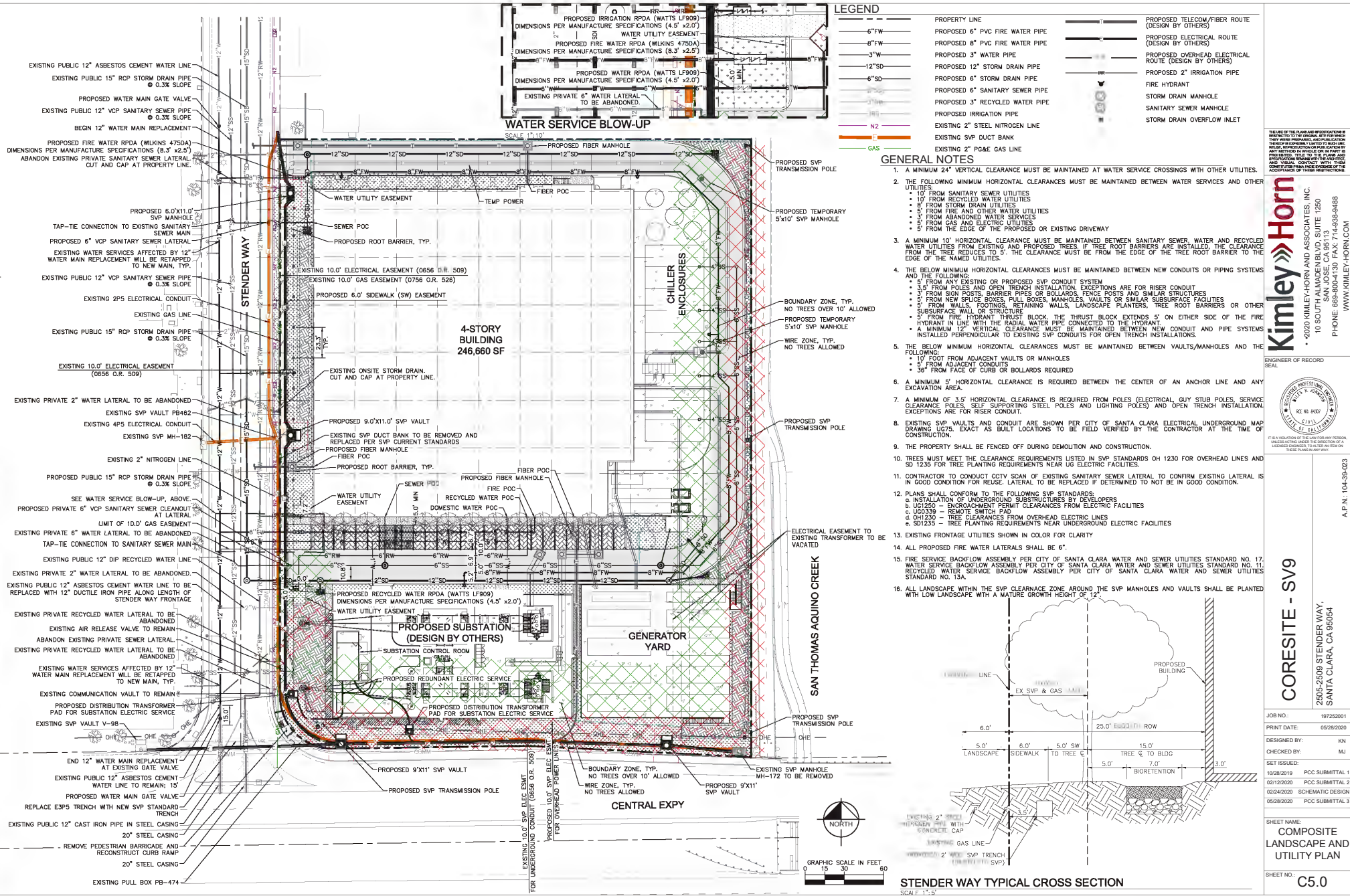
SHEET NAME:  
**FIRE TRUCK ACCESS PLAN**  
 SHEET NO.:  
**C1.0**











LEGEND	
---	PROPERTY LINE
---	PROPOSED 6" PVC FIRE WATER PIPE
---	PROPOSED 8" PVC FIRE WATER PIPE
---	PROPOSED 3" WATER PIPE
---	PROPOSED 12" STORM DRAIN PIPE
---	PROPOSED 6" STORM DRAIN PIPE
---	PROPOSED 6" SANITARY SEWER PIPE
---	PROPOSED 3" RECYCLED WATER PIPE
---	PROPOSED IRRIGATION PIPE
---	EXISTING 2" STEEL NITROGEN LINE
---	EXISTING SVP DUCT BANK
---	EXISTING 2" PG&E GAS LINE
---	PROPOSED TELECOM/FIBER ROUTE (DESIGN BY OTHERS)
---	PROPOSED ELECTRICAL ROUTE (DESIGN BY OTHERS)
---	PROPOSED OVERHEAD ELECTRICAL ROUTE (DESIGN BY OTHERS)
---	PROPOSED 2" IRRIGATION PIPE
---	FIRE HYDRANT
---	STORM DRAIN MANHOLE
---	SANITARY SEWER MANHOLE
---	STORM DRAIN OVERFLOW INLET

- ### GENERAL NOTES
- A MINIMUM 24" VERTICAL CLEARANCE MUST BE MAINTAINED AT WATER SERVICE CROSSINGS WITH OTHER UTILITIES.
  - THE FOLLOWING MINIMUM HORIZONTAL CLEARANCES MUST BE MAINTAINED BETWEEN WATER SERVICES AND OTHER UTILITIES:
    - 10' FROM SANITARY SEWER UTILITIES
    - 10' FROM RECYCLED WATER UTILITIES
    - 8' FROM STORM DRAIN UTILITIES
    - 5' FROM FIRE AND OTHER WATER UTILITIES
    - 3' FROM ABANDONED WATER SERVICES
    - 5' FROM GAS AND ELECTRIC UTILITIES
    - 5' FROM THE EDGE OF THE PROPOSED OR EXISTING DRIVEWAY
  - A MINIMUM 10' HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN SANITARY SEWER, WATER AND RECYCLED WATER UTILITIES FROM EXISTING AND PROPOSED TREES. IF TREE ROOT BARRIERS ARE INSTALLED, THE CLEARANCE FROM THE TREE REDUCES TO 5'. THE CLEARANCE MUST BE FROM THE EDGE OF THE TREE ROOT BARRIER TO THE EDGE OF THE NAMED UTILITIES.
  - THE BELOW MINIMUM HORIZONTAL CLEARANCES MUST BE MAINTAINED BETWEEN NEW CONDUITS OR PIPING SYSTEMS AND THE FOLLOWING:
    - 3' FROM ANY EXISTING OR PROPOSED SVP CONDUIT SYSTEM
    - 15' FROM POLES AND OPEN TRENCH INSTALLATION. EXCEPTIONS ARE FOR RISER CONDUIT
    - 3' FROM SIGN POSTS, BARRIER PIPES OR BOLLARDS, FENCE POSTS AND SIMILAR STRUCTURES
    - 5' FROM NEW SPLICE BOXES, PULL BOXES, MANHOLES, VAULTS OR SIMILAR SUBSURFACE FACILITIES
    - 5' FROM WALLS, FOOTINGS, RETAINING WALLS, LANDSCAPE PLANTERS, TREE ROOT BARRIERS OR OTHER SUBSURFACE WALL OR STRUCTURE
    - 5' FROM FIRE HYDRANT THRUST BLOCK. THE THRUST BLOCK EXTENDS 5' ON EITHER SIDE OF THE FIRE HYDRANT IN LINE WITH THE RADIAL WATER PIPE CONNECTED TO THE HYDRANT.
    - A MINIMUM 12" VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN NEW CONDUIT AND PIPE SYSTEMS INSTALLED PERPENDICULAR TO EXISTING SVP CONDUITS FOR OPEN TRENCH INSTALLATIONS.
  - THE BELOW MINIMUM HORIZONTAL CLEARANCES MUST BE MAINTAINED BETWEEN VAULTS/MANHOLES AND THE FOLLOWING:
    - 10' FOOT FROM ADJACENT VAULTS OR MANHOLES
    - 5' FROM ADJACENT CONDUITS
    - 36" FROM FACE OF CURB OR BOLLARDS REQUIRED
  - A MINIMUM 5' HORIZONTAL CLEARANCE IS REQUIRED BETWEEN THE CENTER OF AN ANCHOR LINE AND ANY EXCAVATION AREA.
  - A MINIMUM OF 3.5' HORIZONTAL CLEARANCE IS REQUIRED FROM POLES (ELECTRICAL GUY STUB POLES, SERVICE CLEARANCE POLES, SELF SUPPORTING STEEL POLES AND LIGHTING POLES) AND OPEN TRENCH INSTALLATION. EXCEPTIONS ARE FOR RISER CONDUIT.
  - EXISTING SVP VAULTS AND CONDUIT ARE SHOWN PER CITY OF SANTA CLARA ELECTRICAL UNDERGROUND MAP DRAWING UG275. EXACT AS BUILT LOCATIONS TO BE FIELD VERIFIED BY THE CONTRACTOR AT THE TIME OF CONSTRUCTION.
  - THE PROPERTY SHALL BE FENCED OFF DURING DEMOLITION AND CONSTRUCTION.
  - TREES MUST MEET THE CLEARANCE REQUIREMENTS LISTED IN SVP STANDARDS OH 1230 FOR OVERHEAD LINES AND SD 1235 FOR TREE PLANTING REQUIREMENTS NEAR US ELECTRICAL FACILITIES.
  - CONTRACTOR TO CONDUCT CCTV SCAN OF EXISTING SANITARY SEWER LATERAL TO CONFIRM EXISTING LATERAL IS IN GOOD CONDITION FOR REUSE. LATERAL TO BE REPLACED IF DETERMINED TO NOT BE IN GOOD CONDITION.
  - PLANS SHALL CONFORM TO THE FOLLOWING SVP STANDARDS:
    - a. INSTALLATION OF UNDERGROUND SUBSTRUCTURES BY DEVELOPERS
    - b. UG1250 - ENCROACHMENT PERMIT CLEARANCES FROM ELECTRIC FACILITIES
    - c. UG3339 - REMOTE SWITCH PAD
    - d. OH1230 - TREE CLEARANCES FROM OVERHEAD ELECTRIC LINES
    - e. SD1235 - TREE PLANTING REQUIREMENTS NEAR UNDERGROUND ELECTRIC FACILITIES
  - EXISTING FRONTAGE UTILITIES SHOWN IN COLOR FOR CLARITY
  - ALL PROPOSED FIRE WATER LATERALS SHALL BE 6".
  - FIRE SERVICE BACKFLOW ASSEMBLY PER CITY OF SANTA CLARA WATER AND SEWER UTILITIES STANDARD NO. 17. RECYCLED WATER SERVICE BACKFLOW ASSEMBLY PER CITY OF SANTA CLARA WATER AND SEWER UTILITIES STANDARD NO. 111.
  - ALL LANDSCAPE WITHIN THE SVP CLEARANCE ZONE AROUND THE SVP MANHOLES AND VAULTS SHALL BE PLANTED WITH LOW LANDSCAPE WITH A MATURE GROWTH HEIGHT OF 12".

**Kimley-Horn**  
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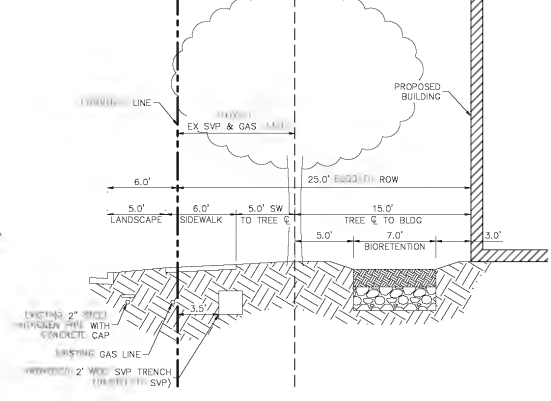


ENGINEER OF RECORD  
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**CORESITE - SV9**  
 2505-2509 STENDER WAY,  
 SANTA CLARA, CA 95054

JOB NO.: 19725001  
 PRINT DATE: 05/28/2020  
 DESIGNED BY: KN  
 CHECKED BY: MJ  
 SET ISSUED:  
 10/28/2019 PCC SUBMITTAL 1  
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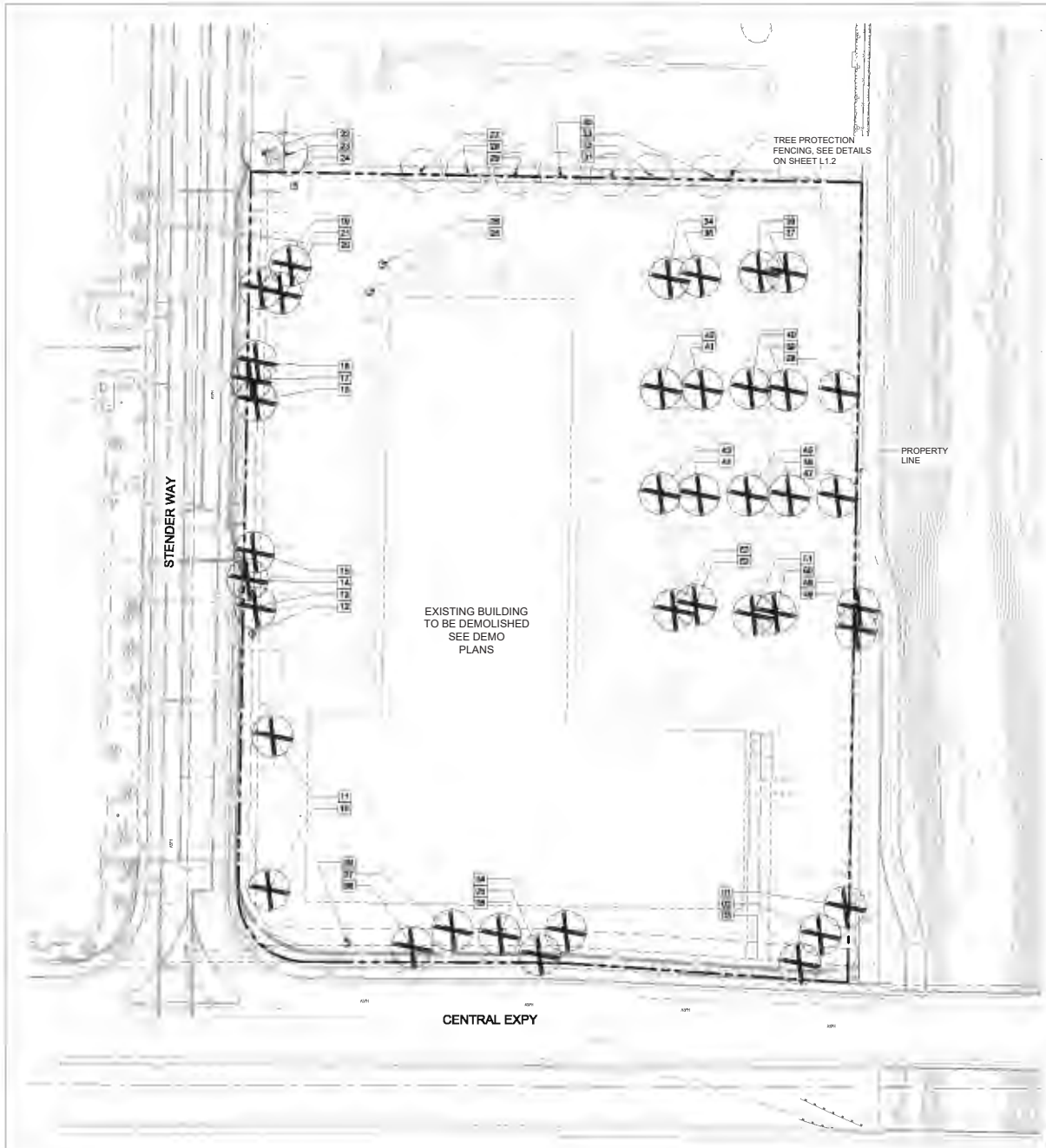
SHEET NAME:  
**COMPOSITE LANDSCAPE AND UTILITY PLAN**  
 SHEET NO.:  
**C5.0**



STENDER WAY TYPICAL CROSS SECTION  
 SCALE 1" = 5'

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 05/11/2020 10:00 AM - 1:00 PM  
 05/28/2020 10:00 AM - 1:00 PM  
 06/04/2020 10:00 AM - 1:00 PM  
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**TREE DISPOSITION LEGEND**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME
	XB	5	EXISTING STUMP TO BE REMOVED
	XT	9	EXISTING NEIGHBOR TREE TO REMAIN PROTECT IN PLACE
	ET	39	EXISTING TREE TO BE REMOVED (REFER TO TREE INVENTORY ON SHEET L1.1)

TREE DISPOSITION	
OFFSITE NEIGHBOR TREES TO REMAIN	9
TREES TO BE REMOVED	39

NOTE:  
TREES TO BE REPLACED AT A 2:1 RATIO AT 24" BOX SIZE. TREES MAY BE REPLACED AT A 1:1 RATIO USING A 30" BOX SIZE. CURRENT MITIGATION INFORMATION IS SUBJECT TO CHANGE BASED ON FUTURE PLAN UPDATES.

**SITE PREPARATION NOTES**

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MEET THE OWNER OR OWNER'S REPRESENTATIVE AND IDENTIFY TREES WHICH ARE TO BE REMOVED AND WHICH ARE TO BE PROTECTED. DO NO CLEARING WITHOUT A CLEAR UNDERSTANDING OF EXISTING CONDITIONS TO BE PRESERVED.
- IF, IN ORDER TO PERFORM EXCAVATION WORK, IT BECOMES NECESSARY TO CUT ROOTS OF PLANTS TO BE SAVED WITHIN THE PROPERTY LIMITS OR LOCATED ON ADJACENT PROPERTY, SUCH ROOTS SHOULD BE CUT NEATLY, COVERED WITH BURLAP AND KEPT MOIST UNTIL ROOTS ARE BACK FILLED.
- TREE REMOVAL SHALL INCLUDE THE FILLING, CUTTING, GRUBBING OUT OF ENTIRE ROOTBALLS AND SATISFACTORY OFF-SITE DISPOSAL OF ALL TREES, SHRUBS, STUMPS, VEGETATIVE AND EXTRANEIOUS DEBRIS PRODUCED BY THE REMOVAL OPERATIONS.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INSIDE AND OUTSIDE THE LIMITS OF WORK DUE TO HIS CONTRACT OPERATIONS.
- ALL REFUSE, DEBRIS, UNSUITABLE MATERIALS AND MISCELLANEOUS MATERIALS TO BE REMOVED SHALL BE LEGALLY DISPOSED OF OFF-SITE BY CONTRACTOR.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES IN THE SITE SURVEY TO THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO STARTING WORK.

**NOTE TO CONTRACTOR**

- PER COUNTY OF SANTA CLARA TREE PRESERVATION AND REMOVAL GUIDELINES, TREES OF SIGNIFICANT STATUS OR CIRCUMFERENCE (37.7") WITHIN PROJECT LIMITS THAT ARE TO BE REMOVED SHALL REQUIRE A TREE REMOVAL PERMIT. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS, PRIOR TO BEGINNING ANY CONSTRUCTION WORK.
- ALL TREES WITHIN THE PROJECT LIMITS ARE CALLED OUT FOR REMOVAL, PER PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL TREES NOT CALLED OUT FOR REMOVAL AND NOT SPECIFICALLY SHOWN ON THESE PLANS IN THE NEARBY VICINITY OF THIS PROJECT. IF THE LIMITS OF DISTURBANCE AFFECT NEARBY TREES TO REMAIN, THE CONTRACTOR SHALL IMPLEMENT TREE PROTECTION MEASURES TO ENSURE EXISTING TREES TO REMAIN ARE PRESERVED THROUGH CONSTRUCTION. REFER TO SHEET L1.2 FOR TREE DISPOSITION DETAILS.
- AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR A 90-DAY MAINTENANCE PERIOD FOR ALL PROPOSED AND EXISTING PLANT MATERIAL TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY DEAD OR IN-DECLINE PLANT MATERIAL AFFECTED BY CONSTRUCTION OR INSTALLED DURING THIS PROJECT FOR AN ADDITIONAL ONE-YEAR GUARANTEE PERIOD. PLANTS THAT DIE DURING THE ONE-YEAR PERIOD SHALL BE REPLACED PROMPTLY IN-KIND AND OF A COMPARABLE SIZE.

**COUNTY OF SANTA CLARA TREE DISPOSITION NOTES**

- FENCING:**  
ALL TREES TO BE RETAINED SHALL BE PROTECTED WITH CHAIN LINK FENCING OR OTHER RIGID FENCE ENCLOSURE ACCEPTABLE BY THE PLANNING OFFICE. FENCED ENCLOSURES FOR TREES TO BE PROTECTED SHALL BE ERECTED AT THE DRIPLINE OF TREES OR AS ESTABLISHED BY THE ARBORIST TO ESTABLISH THE TREE PROTECTIVE ZONE (TPZ) IN WHICH NO SOIL DISTURBANCE IS PERMITTED AND ACTIVITIES ARE RESTRICTED.  
ALL TREES TO BE PRESERVED SHALL BE PROTECTED WITH MINIMUM 5-FOOT HIGH FENCES ARE TO BE MOUNTED ON 2-INCH DIAMETER GALVANIZED IRON POSTS, DRIVEN INTO THE GROUND TO A DEPTH OF AT LEAST 2 FEET, AT NO MORE THAN 10-FOOT SPACING (SEE DETAIL, AVAILABLE AT WWW.SCCPLANNING.ORG). THIS DETAIL SHALL APPEAR ON GRADING, DEMOLITION AND BUILDING PERMIT PLANS.  
TREE FENCING SHALL BE ERECTED BEFORE ANY DEMOLITION, GRADING OR CONSTRUCTION BEGINS AND REMAIN IN PLACE UNTIL THE FINAL INSPECTION.
- "WARNING" SIGNS (SEE SAMPLE SIGNAGE DESIGN ON L1.2):**  
A WARNING SIGN SHALL BE PROMINENTLY DISPLAYED ON EACH TREE PROTECTIVE FENCE PER THE REQUIREMENTS OF DEVELOPMENT PURSUANT TO THE SANTA CLARA COUNTY PLANNING OFFICE. (SEE ATTACHED EXAMPLE). THE SIGNS ARE AVAILABLE AT THE PLANNING AND BUILDING INSPECTION OFFICES OR AT WWW.SCCPLANNING.ORG.
- IRRIGATION PROGRAM:**  
IRRIGATE TO WET THE SOIL WITHIN THE TPZ DURING THE DRY SEASON AS SPECIFIED BY THE PROJECT ARBORIST.
- DUST CONTROL PROGRAM:**  
DURING PERIODS OF EXTENDED DROUGHT, OR GRADING, SPRAY TRUNK, LIMBS AND FOLIAGE TO REMOVE ACCUMULATED CONSTRUCTION DUST.



**Kimley-Horn**  
 • 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 10 SOUTH ALMADEN BLVD, SUITE 1250  
 SAN JOSE, CA 95113  
 PHONE: 669-900-4130 FAX: 714-938-9488  
 WWW.KIMLEY-HORN.COM

LANDSCAPE ARCHITECT OF RECORD SEAL



IT IS A CONDITION OF THIS SEAL THAT THE ENGINEER SHALL ACT AS A LICENSEE UNDER THE SUPERVISION OF A LICENSEE IN ACCORDANCE WITH THE PROVISIONS OF THE ENGINEERING PROFESSIONAL ACT.

A.P.N.: 104-39-023

**CORESITE - SV9**  
 2505-2509 STENDER WAY,  
 SANTA CLARA, CA 95054

JOB NO.:	197252001
PRINT DATE:	05/28/2020
DESIGNED BY:	MT
CHECKED BY:	MM
SET ISSUED:	
10/28/2019	PCC SUBMITTAL 1
02/12/2020	PCC SUBMITTAL 2
02/24/2020	SCHEMATIC DESIGN
05/28/2020	PCC SUBMITTAL 3

SHEET NAME:  
**TREE DISPOSITION PLAN**

SHEET NO.: **L1.0**

TREE INVENTORY

Tree #	Common Name	Species	DBH (inches) height	Species Construction Formance (1 = poor, 3 = good)	TPZ radius (feet)	Project Impacts	Disposition	Notes
1	Beechwood	Castanea cymidophyllana	41.2	2.0	30.9	Major impacts from backup generators	Remove	
2	Coast redwood	Sequoia sempervirens	34.0	2.0	25.5	Direct conflict with backup generators	Remove	
3	Coast redwood	Sequoia sempervirens	38.1	2.0	28.6	Direct conflict with backup generators	Remove	
4	Coast redwood	Sequoia sempervirens	47.6	2.0	35.7	Direct conflict with substation	Remove	
5	Coast redwood	Sequoia sempervirens	25.2	2.0	18.9	Direct conflict with substation	Remove	
6	Coast redwood	Sequoia sempervirens	39.4	2.0	29.6	Direct conflict with substation	Remove	
7	Coast redwood	Sequoia sempervirens	42.6	2.0	32.0	Direct conflict with substation	Remove	
8	Coast redwood	Sequoia sempervirens	23.9	2.0	17.9	Direct conflict with substation	Remove	
9	Stump		24.0	0.0	0.0		Remove	DBH estimated
10	Coast redwood	Sequoia sempervirens	52.6	2.0	39.5	Assessment (if trenching occurs), major impacts from sidewalk	Remove	
11	Coast redwood	Sequoia sempervirens	56.5	2.0	42.4	Direct conflict with driveway	Remove	
12	Stump		24.0	0.0	0.0		Remove	DBH estimated
13	Canary Island pine	Pinus canariensis	24.8	3.0	12.4	Direct conflict with bioswale; major impacts from sidewalk	Remove	
14	Canary Island pine	Pinus canariensis	24.4	3.0	11.7	Direct conflict with bioswale; major impacts from sidewalk	Remove	
15	Canary Island pine	Pinus canariensis	22.8	3.0	11.4	Direct conflict with bioswale; major impacts from sidewalk	Remove	
16	Coast redwood	Sequoia sempervirens	36.9	2.0	27.7	Direct conflict with bioswale; major impacts from sidewalk	Remove	
17	Coast redwood	Sequoia sempervirens	33.6	2.0	25.2	Direct conflict with bioswale; major impacts from sidewalk	Remove	
18	Coast redwood	Sequoia sempervirens	36.3	2.0	27.2	Direct conflict with bioswale; major impacts from sidewalk	Remove	
19	Canary Island pine	Pinus canariensis	15.7	3.0	7.9	Direct conflict with bioswale; major impacts from sidewalk	Remove	
20	Canary Island pine	Pinus canariensis	14.5	3.0	7.3	Direct conflict with bioswale; major impacts from sidewalk	Remove	
21	Canary Island pine	Pinus canariensis	13.6	3.0	6.8	Direct conflict with building	Remove	
22	Blue atlas cedar	Cedrus atlantica 'Gauca'	18.0	3.0	9.0	None	Retain	DBH estimated
23	Blue atlas cedar	Cedrus atlantica 'Gauca'	22.0	3.0	11.0	None	Retain	DBH estimated
24	Stump		18.0	0.0	0.0		Remove	DBH estimated
25	Stump		18.0	0.0	0.0		Remove	DBH estimated
26	Stump		12.0	0.0	0.0		Remove	DBH estimated
27	Raywood ash	'Raywood'	18.0	2.0	10.0	driveway reconstruction	Retain	DBH estimated
28	Raywood ash	'Raywood'	10.0	0.0	0.0	driveway reconstruction	Retain	DBH estimated
29	Green ash	Fraxinus pennsylvanica	10.0	3.0	5.0	driveway reconstruction	Retain	DBH estimated
30	Raywood ash	'Raywood'	20.0	3.0	10.0	driveway reconstruction	Retain	DBH estimated
31	Raywood ash	'Raywood'	23.0	2.0	13.0	driveway reconstruction	Retain	DBH estimated
32	Raywood ash	'Raywood'	10.0	2.0	5.0	driveway reconstruction	Retain	DBH estimated
33	Green ash	Fraxinus pennsylvanica	10.0	3.0	5.0	driveway reconstruction	Retain	DBH estimated
34	Coast redwood	Sequoia sempervirens	25.1	2.0	18.8	Direct conflict with building	Remove	
35	Coast redwood	Sequoia sempervirens	9.3	3.0	4.7	Direct conflict with building	Remove	
36	Coast redwood	Sequoia sempervirens	14.2	3.0	7.1	major impacts from building	Remove	
37	Coast redwood	Sequoia sempervirens	14.3	3.0	7.2	major impacts from building	Remove	
38	London plane	Platanus x acerifolia	7.0	2.0	3.5	Direct conflict with parking lot	Remove	
39	London plane	Platanus x acerifolia	6.3	2.0	3.1	Direct conflict with cooling area	Remove	
40	London plane	Platanus x acerifolia	6.7	2.0	3.4	Direct conflict with cooling area	Remove	
41	Crape myrtle	Lagerstroemia indica	4.6	3.0	2.3	Direct conflict with building	Remove	
42	Crape myrtle	Lagerstroemia indica	5.1	3.0	2.6	Direct conflict with building	Remove	
43	Crape myrtle	Lagerstroemia indica	4.7	3.0	2.4	Direct conflict with building	Remove	
44	Crape myrtle	Lagerstroemia indica	7.5	3.0	3.8	Direct conflict with building	Remove	
45	London plane	Platanus x acerifolia	6.2	2.0	3.1	Direct conflict with cooling area	Remove	
46	London plane	Platanus x acerifolia	6.3	2.0	3.1	Direct conflict with cooling area	Remove	
47	London plane	Platanus x acerifolia	7.7	2.0	3.9	Direct conflict with parking lot	Remove	
48	Olive	Olea europaea	18.0	3.0	9.0	Direct conflict with parking lot	Remove	DBH estimated
49	Avocado	Persea americana	6.0	3.0	3.0	Direct conflict with parking lot	Remove	DBH estimated
50	Coast redwood	Sequoia sempervirens	10.0	3.0	5.0	Direct conflict with cooling area	Remove	
51	Coast redwood	Sequoia sempervirens	7.5	3.0	3.8	Direct conflict with cooling area	Remove	
52	Coast redwood	Sequoia sempervirens	9.9	3.0	5.0	Direct conflict with building	Remove	
53	Coast redwood	Sequoia sempervirens	23.7	3.0	11.9	Direct conflict with building	Remove	

NOTE TO REVIEWER

THE COMPLETE ARBORIST REPORT SHALL BE SUBMITTED WITH THIS SET OF PLANS.



8/27/2019

Miles Johnson, P.E.  
Kimley-Horn, Northern California  
100 W San Francisco St #250  
San Jose, CA 95113  
925.876.5812  
miles.johnson@kimley-horn.com

Re: Tree Protection for Proposed Data Center Construction at 2505-2509 Stender Way, Santa Clara, CA 95054

Dear Miles,

As your request, I have visited the property referenced above to evaluate the trees present with respect to the proposed construction project. The report below contains my analysis.

Summary:

Thirty-nine trees are present on this property, and nine trees located on neighboring properties are near property lines. An additional five stumps are present on the property (Figures 1-14).

All 39 trees on this property are recommended for removal because of direct conflict or major, unmitigable impact from project features.

All neighboring trees are expected to survive construction, with the exception of one already-dead tree.

Assessment:

We have been asked to write a report detailing impacts to trees from construction of the proposed data center construction at this property.

Introduction:

Many factors influence how a tree will respond to impacts from construction activities, including the extent of the activity; tree species; and tree health. Construction plans should accommodate trees insofar as practical, with the intent of preserving as many trees as reasonably possible.

Prepared by Katherine Naegle for Kimley-Horn Page 1

Sidewalk The trunks of trees #10 and 13-19 lie just outside the sidewalk area, with nearly half of each tree's TPZ to be removed by the substantial grading cut necessary to bring the sidewalk area down to existing curb level.

Driveway/parking lot Trees #11 and 36-38 are in the proposed driveway. The trunks of neighboring trees #27 and 29-33 lie just outside the driveway, with nearly half of each tree's TPZ to be impacted, but not removed.

Property line fence - the proposed fence lies within the TPZ's of trees #27, 29-33, such that fence posts will likely necessitate the removal of some trees.

Electrical easement (potential trenching) - tree #10 is directly on top of the electrical easement. Though work within this easement is not shown on the plans provided to me, if it does occur, tree #10 may conflict directly with that work.

Bioswale - trees #13-19 are in the proposed bioswale area.

Testing & Analysis:

The DBHs were taken using a diameter tape measure if trunks were accessible. The DBHs of trees with non-accessible trunks were estimated visually. All trees over 12 inches in DBH were inventoried.

Vigor ratings are based on tree appearance and experiential knowledge of each species.

The location data was collected using a GPS smartphone application and processed in GIS software to create the maps included in this report. Due to the error inherent in GPS data collection, and due also to slight differences between GPS data and CAD drawings, tree locations shown on the map below are approximate.

I visited the site once, on 8/21/2019. All observations and photographs in this report were taken at that site visit.

This report is based on the document titled "CORESITE SV9 DATA CENTER - CONCEPT REVIEW A," dated 6/21/2019, provided to me electronically by the client.

Discussion:

Tree Protection Zone (TPZ)

Trees roots grow where conditions are favorable, and their spatial arrangement is therefore unpredictable. Favorable conditions vary among species, but generally include the presence of moisture, and soft soil texture with low compaction.

Contrary to popular belief, roots of all tree species grow primarily in the top two feet of soil, with a small number of roots sometimes occurring at greater depths. Some species have taproots when young, but these almost universally disappear with age. At maturity, a tree's root system may extend out from the trunk farther than the tree is tall.

Limits of the Assignment:

All observations were made from the ground with basic equipment. No root collar excavations or aerial inspections were performed. No project features had been staked at the time of my site visit.

Purpose & Use of the Report:

This report will be used to inform tree management decisions made by the Client and by the City of Santa Clara with respect to this construction project.

Observations:

Trees

Thirty-nine trees are present on this property, and nine trees located on neighboring properties are near property lines. An additional five stumps are present on the property (Figures 1-14). Twenty are coast redwoods (*Sequoia sempervirens*); six are Canary Island pine (*Pinus canariensis*); six are London planes (*Platanus x acerifolia*); and 11 are of other species.

Trees #9, 12, and 24-26 are stumps, and appear to have been removed many years prior to my site visit. Photographs are available upon request.

Neighboring tree #28 is dead.

Project Features

A data center is proposed for construction, along with a cooling area, substation, generators, a new sidewalk, a new driveway/parking lot footprint, and a property line fence.

Tree Conflicts

All trees on this property conflict with one or more project features.

Building - trees #20, 21, 34-35, 41, 44, 45, and 53 are within the area proposed for the data center building. The trunks of trees #36 and 37 lie just outside the building envelope, with nearly half of each tree's TPZ to be removed.

Cooling area - trees #39, 40, 45, 46, 50, 51 are within the proposed cooling equipment area. Substation - trees #4-7 are within the area proposed for the substation. The trunk of tree #8 lies just outside the substation, with nearly half of its TPZ to be removed.

Generator area - trees # 2 and 3 are within the proposed generator area. The trunk of tree #1 lies just outside the area, with nearly half of its TPZ to be removed.

\*See Discussion, below

The optimal size of the area around a tree which should be protected from disturbance depends on the tree's size, species, and vigor, as shown in the following table (adapted from *Trees & Construction*, Mahoney and Clark, 1998).

Species tolerance	Tree vigor	Distance from trunk (feet per inch trunk diameter)
Good	High	0.5
	Moderate	0.75
	Low	1
Moderate	High	0.75
	Moderate	1
	Low	1.25
Poor	High	1
	Moderate	1.25
	Low	1.5

It is important to note that some roots will almost certainly be present outside the TPZ; however, root loss outside the TPZ is unlikely to cause tree decline.

Conclusions:

Trees #1-8, 10, 11, 13-21, and 34-53 must be removed for the project to move forward as proposed.

Trees #9, 12, and 24-26 appear to have been removed years prior to my site visit, and have no bearing on this project.

Trees #22 and 23 are unlikely to undergo any impacts from the project as proposed, as their TPZs end approximately at the property line.

Trees #27 and 29-33 will likely undergo moderate to major impacts from driveway installation, and minor to moderate impacts from property line fence installation.

Recommendations:

Demolition phase

1. Remove trees #1-8, 10, 11, 13-21, 34-53

Fence installation

1. Hand dig fence post holes within TPZs of trees #27 and 29-33.
2. Avoid shattering roots.
3. Frame rocks over one inch in diameter at the edge of excavation, using a sharp saw or bypass pruners.

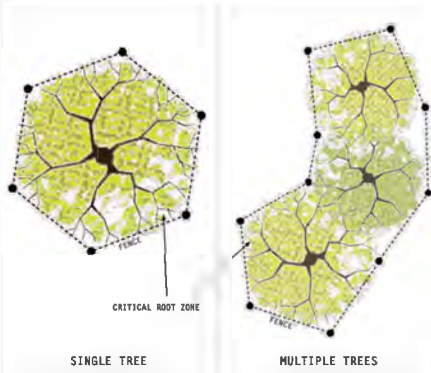
**Kimley-Horn**  
 • 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 10 SOUTH ALMADEEN BLVD, SUITE 1250  
 SAN JOSE, CA 95113  
 PHONE: 669-900-4130 FAX: 714-638-9488  
 WWW.KIMLEY-HORN.COM



IT IS A CONDITION OF THESE RECORD PLANS THAT THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANTA CLARA.

**CORESITE - SV9**  
 2505-2509 STENDER WAY,  
 SANTA CLARA, CA 95054  
 A.P. #: 104-39-023

JOB NO.:	197252801
PRINT DATE:	05/28/2020
DESIGNED BY:	MT
CHECKED BY:	MM
SET ISSUED:	
10/28/2019	PCC SUBMITTAL 1
02/24/2020	PCC SUBMITTAL 2
05/28/2020	SCHEMATIC DESIGN
05/28/2020	PCC SUBMITTAL 3
SHEET NAME:	
TREE INVENTORY AND ARBORIST REPORT	
SHEET NO.:	
L1.1	



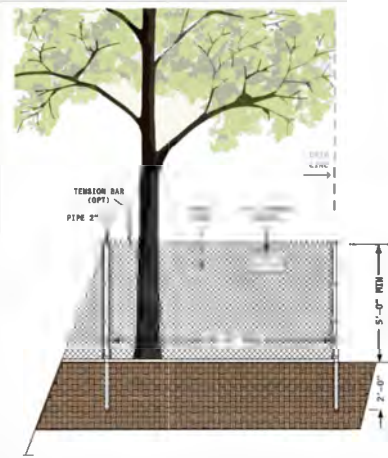
**NOTES:**

1. Tree protection fencing shall be erected at the edge of the critical root zone or beyond prior to the start of any clearing, grading or other construction activity.
2. Fence shall be minimum 5 feet tall constructed of sturdy material (chain-link or equivalent strength/durability).
3. Fence shall be supported by vertical posts driven 2 feet (min) into the ground and spaced not more than 10 feet apart.
4. A sign that includes the words, "WARNING: This fence shall not be removed without the expressed permission of the Santa Clara County Planning Office," shall be securely attached to the fence in a visually prominent location.

**TREE PROTECTION FENCE DETAIL**  
PLAN VIEW



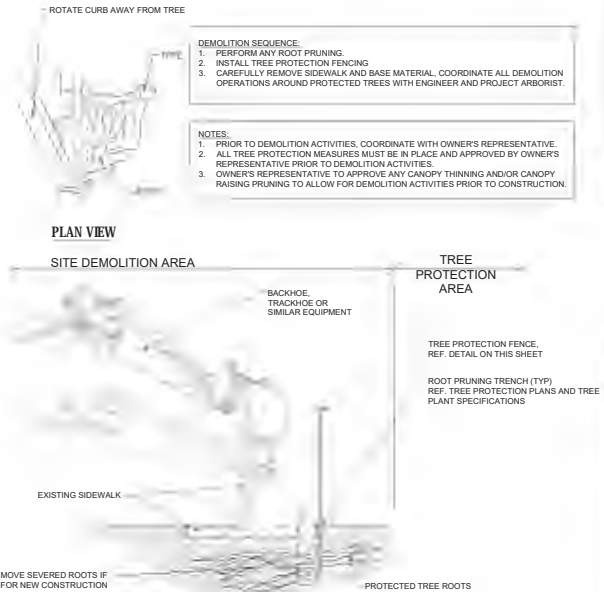
**A CITY STANDARD DETAIL**



**TREE PROTECTION FENCE DETAIL**  
ELEVATION VIEW



**B CITY STANDARD DETAIL**



ONLY REMOVE SEVERED ROOTS IF REQUIRED FOR NEW CONSTRUCTION

**C CURB AND SIDEWALK DEMOLITION W/ LANDSCAPE PROTECTION**

# WARNING

This fencing shall not be removed without permission from the Santa Clara County Planning Office: (408) 299-5770

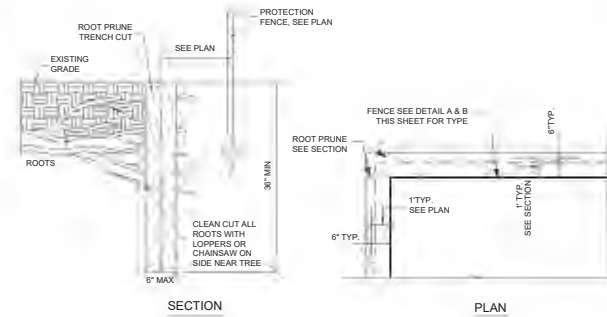
**REMOVAL WITHOUT PERMISSION MAY BE SUBJECT TO FINES**

Santa Clara County Ordinance Code Chapter C16

County of Santa Clara tree protection measures may be found at: <http://www.sccplanning.gov>

WARNING SIGN ON TREE PROTECTIVE FENCE

**D TREE PROTECTION SIGNAGE**



**E ROOT PRUNING**



**Kimley-Horn**  
KIMLEY-HORN AND ASSOCIATES, INC.  
16 SOUTH ALMADEN BLVD, SUITE 1250  
SAN JOSE, CA 95113  
PHONE: 669-900-4130 FAX: 714-938-9488  
WWW.KIMLEY-HORN.COM

LANDSCAPE ARCHITECT OF RECORD SEAL



IT IS A VIOLATION OF THE LABOR CODE FOR AN UNLICENSED PERSON TO ACT AS ARCHITECT UNDER THE SUPERVISION OF A LICENSED ARCHITECT. TO ALLOW FOR THESE PLANS IN ANY WAY.

**CORESITE - SV9**

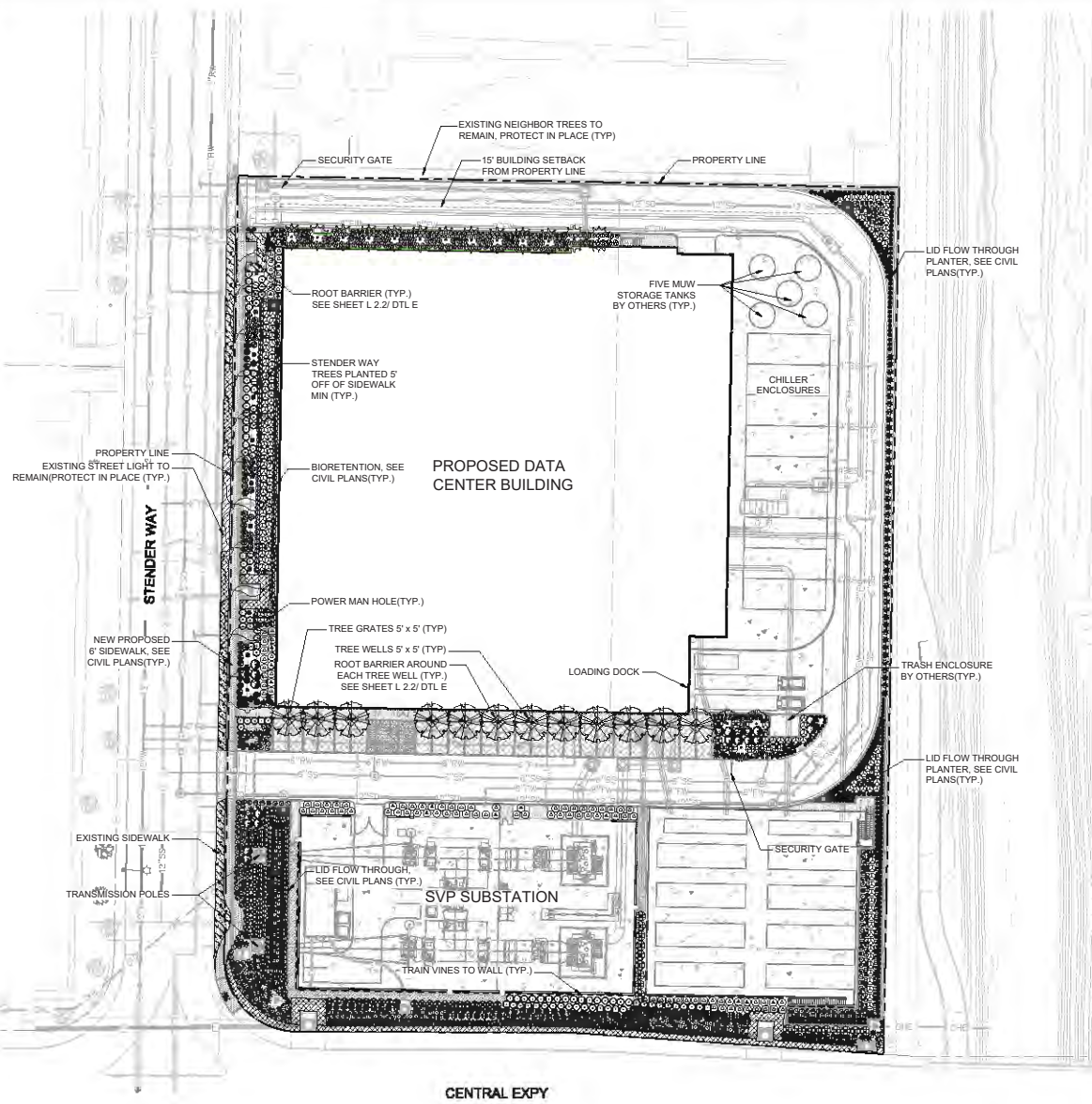
JOB NO.: 19725001  
PRINT DATE: 05/28/2020  
DESIGNED BY: MT  
CHECKED BY: MM  
SET ISSUED:  
10/28/2019 PCC SUBMITTAL 1  
02/12/2020 PCC SUBMITTAL 2  
02/24/2020 SCHEMATIC DESIGN  
05/28/2020 PCC SUBMITTAL 3

SHEET NAME:  
**DISPOSITION DETAILS**

SHEET NO.: **L1.2**

A.P.N.: 104-39-023

K:\19725801\19725801 - SV9 CORESITE\CAD\DWG\19725801.LANDSCAPE PLANNING\19725801.DWG (1/28/2020 7:08 PM HILKHA, LAB)



**PLANT LEGEND** (SEE SHEET L2.1 FOR FULL PLANT SCHEDULE)

TREES	CODE	BOTANICAL / COMMON NAME
	AG	APROCARPUS GRACILIOR / AFRICAN FERN FINE
	CO	CERES OCCIDENTALIS / WESTERN REDBUD STANDARD
	CI	OLESTIA TRICANTHOS BERBERIS / THORNLESS HONEYLOCUST
	LH	LALRUS MOBILIS 'SARATOGA' / SWEET BAY
	UA	ULMUS PARVIFOLIA 'ALLEE' / ALLEE LACEBARK ELM
SHRUBS	CODE	BOTANICAL / COMMON NAME
	BG	BOUTELOUA GRACILE / BLUE GRAMA GRASS
	CT	CAEXE TUMULUCLA / BERNALDI SEDGE
	CR	CHONDROPETALUM TECTORIUM / CAPE RUSH
	FC	FERTUCA CALIFORNICA / CALIFORNIA FESCUE
	HB	HELIOTROPION BEMPERVENSIS / BLUE OAT GRASS
	JP	JUNCOUS PATENS / CALIFORNIA GRAY RUSH
	LC	LYMELUS CONDENSATUS 'CANYON PRINCE' / NATIVE BLUE RYE
	MB	MISCANTHUS BINEBIS 'ADAGIO' / ADAGIO BULALIA GRASS
	MC	MUHLENBERGIA CAPILLARIS / PINE MUHLY GRASS
	MD	MUHLENBERGIA DUBIA / PINE MUHLY
	ML	MUHLENBERGIA LINDSEYI / LINDSEY'S MUHLY
	MR	MUHLENBERGIA ROSENS / DEER GRASS
	PB	PHORMIUM TENAX 'JACK SPRATT' / JACK SPRATT FLAX
	PD	PHORMIUM X 'DARK DELIGHT' / PURPLE FLAX
	PGB	PYRAGANTHA COCCINEA / SCARLET PYRAGANTHA
	RE	RHAMNUS CALIFORNICA 'EVE CASE' / CALIFORNIA COFFEEBERRY
	SN	STIPA ARUNDINACEA / NEW ZEALAND WIND GRASS
	WF	WESTRINGIA FRUTICOSA / COAST ROSBARY
GROUND COVER	CODE	BOTANICAL / COMMON NAME
	AM	ARGENTOSTAPHYLOS X 'EMERALD CARPET' / EMERALD CARPET MANZANITA
	CH	CARSSA MACROCARPA 'PROSTRATA' / PROSTRATE NATAL PLUM
	MP	MYOPORUM PARVIFOLIUM 'PUTAH CREEK' / PUTAH CREEK MYOPORUM
MATERIALS	CODE	COMMON NAME
	RB	ROOT BARRIER
	RC	ROCK DOUBLE - 1/2" CRUSHED ROCK
	TG	TREE GRATE - 60" x 60" SIZES

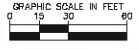
**NOTE TO REVIEWER**

- FOR INFORMATION REGARDING TREES TO BE REMOVED, REFER TO TREE DISPOSITION PLANS ON SHEETS L1.0 & L1.1
- FOR FULL PLANT SCHEDULE AND ADDITIONAL INFORMATION ON PROPOSED PLANT MATERIAL, SEE SHEET L2.1
- ALL PROPOSED TREES SHALL MEET THE REQUIRED SPACING REQUIREMENTS FROM ELECTRICAL CONDUIT AS SPECIFIED BY SD1235 TREE PLANTING REQUIREMENTS.
- ALL PROPOSED STORMWATER TREATMENT LANDSCAPE SHALL BE FROM THE APPROVED PLANT SPECIES LIST IN APPENDIX D OF SDURBP-C-3 STORMWATER HANDBOOK.

TREE DISPOSITION / REPLACEMENT	
EXISTING OFFSITE SV9 NEIGHBOR TREES TO REMAIN	9
EXISTING TREES ONSITE TO BE REMOVED	39
36" BOX SIZE REPLACEMENT TREES	39
ADDITIONAL TREE MITIGATION REQUIRED	0(24" BOX) OR 0(36" BOX)

**ALERT TO CONTRACTOR:**

- WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.



**Kimley-Horn**  
 • 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 16 SOUTH ALAMOSA BLVD, SUITE 1250  
 SAN JOSE, CA 95113  
 PHONE: 669-800-4130 FAX: 714-938-9488  
 WWW.KIMLEY-HORN.COM



IT IS A CONDITION OF CONTRACT FOR THE PROFESSIONAL ENGINEER OR ARCHITECT TO SIGN AND SEAL THESE PLANS IN ANY WAY.

**CORESITE - SV9**  
 2505-2509 STENDER WAY,  
 SANTA CLARA, CA 95054  
 A.P.N.: 104-39-023

JOB NO.: 19725801  
 PRINT DATE: 05/28/2020  
 DESIGNED BY: MT  
 CHECKED BY: MM  
 SET ISSUED:  
 10/28/2019 PCC SUBMITTAL 1  
 02/12/2020 PCC SUBMITTAL 2  
 02/24/2020 SCHEMATIC DESIGN  
 05/28/2020 PCC SUBMITTAL 3

SHEET NAME:  
**LANDSCAPE PLAN**  
 SHEET NO.: **L2.0**



**Clearances Under and Near Transmission Overhead Lines**

**Wire Zone Transmission**

The Wire Zone under Transmission lines extends 10 feet out from conductors. Maximum vegetation height in this zone is 3 feet. In general, tree planting within the "wire zone" is not recommended by SVT, and should be avoided. Most SVT assessments do not allow planting of trees within the clearance area. If plantings are selected, it is important to recognize that removal may become necessary to ensure safe and reliable electric service, and also maintain compliance with Federal and State Laws.

**Border Zone Transmission**

The Border Zone extends 40 feet out from the Wire Zone (see above). Maximum vegetation height in this zone is 10 feet. Tree planting selections within the "border zone" should recognize proximity of utilities in relation to tree height, root structure and canopy width upon maturity. If tree plantings are selected, it is important to recognize that removal may eventually become necessary to ensure safe and reliable electric service, and also maintain compliance with Federal and State Laws. Planting trees that will become tall enough to target or "fall into" the power lines should always be avoided in this zone.

**Outer Zone Transmission**

The Outer Zone begins 50 feet out from conductors. There is no stated maximum tree height in this zone, but failure of trees with the ability to reach energized conductors (utility wires) is of primary concern. Annual topping or removal may be required to ensure safe and reliable electric service, and also maintain compliance with Federal and State Laws.

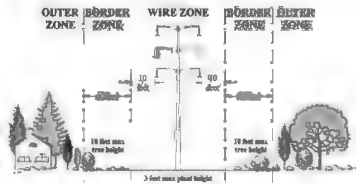
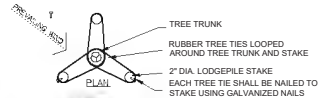


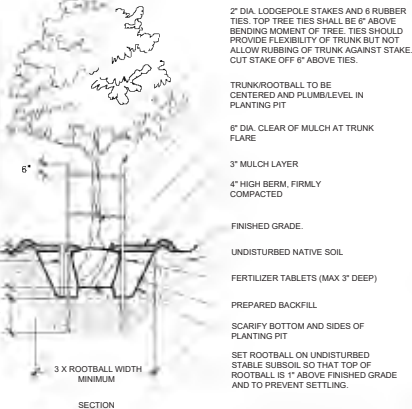
Figure 2: Tree Zones Near Transmission Lines

Rev. 1: Issue	Tree Clearances From Overhead Electric Lines	Drawn by: AA
Approved: 09/09/2016		Sheet 7 of 8
	Elmore Valley Power	0811230

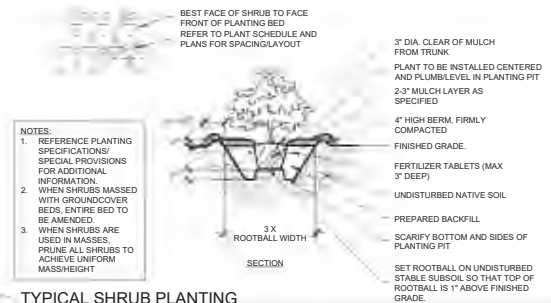
**A TREE CLEARANCES FROM OVERHEAD ELECTRIC LINES**



- NOTES:**
- REFERENCE PLANTING SPECIFICATIONS/SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
  - TRIPLE STAKE ALL TREES #3/4" BOX SIZE AND LARGER.
  - LOCATE ALL STAKES OUTSIDE OF ROOTBALL. DO NOT DRIVE STAKES INTO ROOTBALL. STAKES MUST BE DRIVEN MIN. 24" INTO NATIVE SOIL AT BOTTOM OF PLANTING PIT.
  - REMOVE ANYTHING (IE. BURLAP, WIRES, STRAPS, ETC.) THAT COULD GIRDLE TREE OR RESTRICT TREE GROWTH.



**F 36" AND LARGER BOX TREE PLANTING**

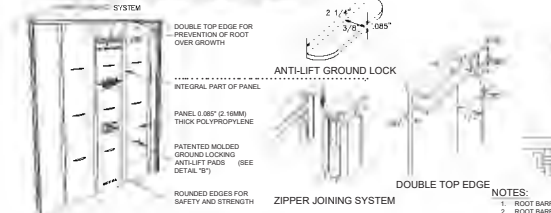


**B TYPICAL SHRUB PLANTING**

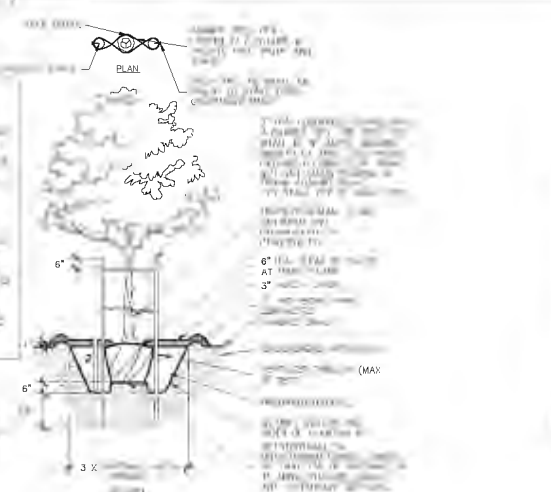
- NOTES:**
- REFERENCE PLANTING SPECIFICATIONS/SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
  - WHEN SHRUBS MASSED WITH GROUNDCOVER BEDS, ENTIRE BED TO BE AMENDED.
  - WHEN SHRUBS ARE USED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS/HEIGHT.

- MATERIALS:**
- THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE PRODUCT # UB 24-24S MANUFACTURED BY EDEE PAUL PARTNERS, LP, 208 WASHINGTON STREET, SAN FRANCISCO, CA 94111 (88-458-788) OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, INJECTION MOLDED PANELS, OF 0.085" WALL THICKNESS IN MODULES 24" LONG BY 24" DEEP, MANUFACTURED WITH A MINIMUM 50% POST CONSUMER RECYCLED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS, RECYCLABLE.

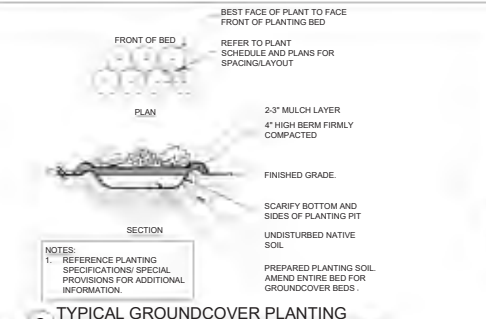
- CONSTRUCTION AND INSTALLATION:**
- THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWINGS. THE VERTICAL ROOT DEFLECTING RIBS SHALL BE FACING INWARDS TO THE ROOT BALL AND THE TOP OF THE DOUBLE EDGE SHALL BE 10" ABOVE GRADE. EACH OF THE REQUIRED NUMBER OF PANELS SHALL BE CONNECTED EITHER TO FORM A CIRCLE AROUND THE ROOT BALL OR BE JOINED IN A LINEAR FASHION AND PLACED ALONG THE ADJACENT HARDSCAPE.
  -



**E ROOT TREE BARRIER**



**G TYPICAL TREE PLANTING (UP TO 24" BOX)**

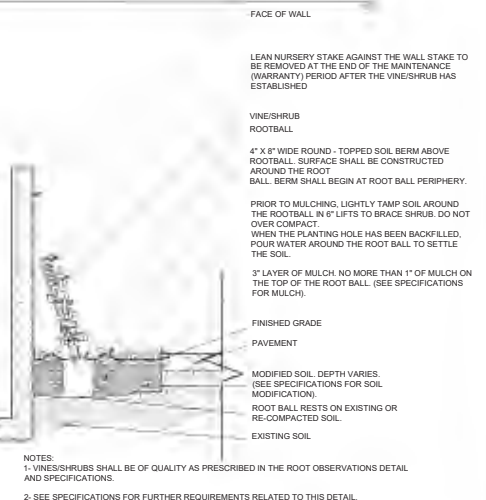


**C TYPICAL GROUNDCOVER PLANTING**



**D WOOD BARK MULCH**

- NOTES:**
- ROOT BARRIER SHALL BE INSTALLED ADJACENT TO THE IMPROVEMENT AND NOT AROUND THE ROOTBALL.
  - ROOT BARRIER REQUIRED WHEN TREE TRUNK IS WITHIN 10' OF HARDSCAPE, WALLS, BUILDINGS, BROW DITCHES, OR OTHER IMPROVEMENTS.



**H VINE/SCREENING SHRUB PLANTING**

- NOTES:**
- VINES/SHRUBS SHALL BE OF QUALITY AS PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
  - SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

**Kimley-Horn**  
 • 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 • 10 SOUTH ALMADEN BLVD, SUITE 1250  
 SAN JOSE, CA 95113  
 P: PHONE: 688-900-4130 FAX: 714-938-9488  
 WWW.KIMLEY-HORN.COM

LANDSCAPE ARCHITECT OF RECORD SEAL

IT IS A CONDITION OF THESE RECORDS THAT THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN ON THESE PLANS. ANY USER WHOSE ACTING UNDER THE PROVISIONS OF A LICENSED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THESE PLANS. ANY USER WHOSE ACTING UNDER THE PROVISIONS OF A LICENSED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THESE PLANS. ANY USER WHOSE ACTING UNDER THE PROVISIONS OF A LICENSED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THESE PLANS. ANY USER WHOSE ACTING UNDER THE PROVISIONS OF A LICENSED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THESE PLANS.

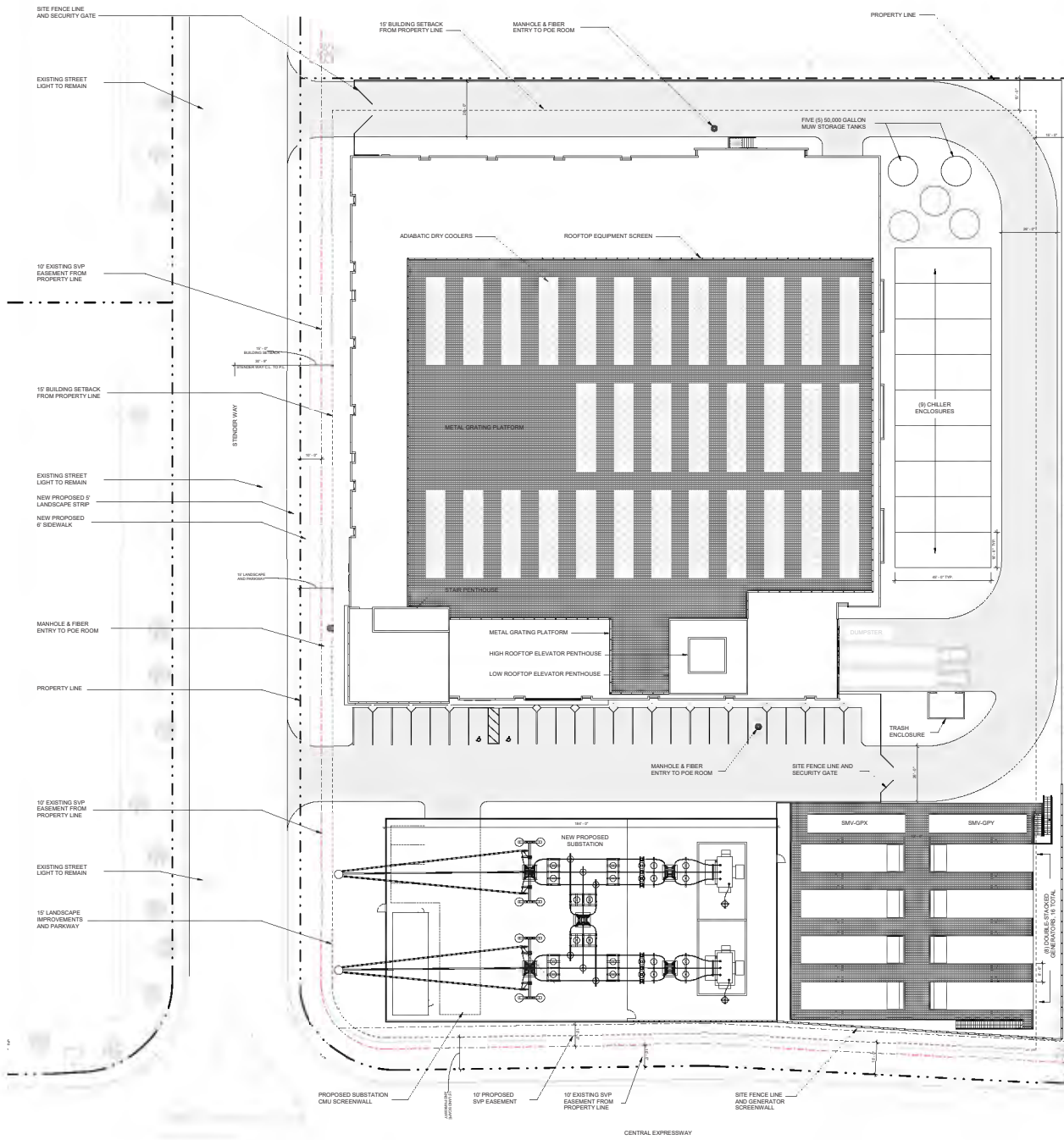
**CORESITE - SV9**  
 2605-2609 STENDER WAY,  
 SANTA CLARA, CA 95054

JOB NO.:	19725001
PRINT DATE:	05/28/2020
DESIGNED BY:	MT
CHECKED BY:	MM
SET ISSUED:	
10/28/2019	PCC SUBMITTAL 1
02/12/2020	PCC SUBMITTAL 2
02/24/2020	SCHEMATIC DESIGN
05/28/2020	PCC SUBMITTAL 3

SHEET NAME:  
**LANDSCAPE DETAILS**

SHEET NO.: **L.2.2**

10/28/2019 5:29 PM  
 DRAWING(S) TO: CORESITE  
 P: WAX - JENNY (1/17/2020)



1 OVERALL SITE PLAN  
1" = 20'-0"



CORGAN  
401 N. Houston St  
Dallas, TX 75202  
T: 214-748-2000

ISSUES

1	09.16.2019	PCC SUBMISSION
2	10.28.2019	PCC SUBMISSION #1
3	01.18.2020	PCC SUBMISSION #2
4	05.28.2020	PCC SUBMISSION #3
5		
6		
7		
8		
9		
10		

REVISIONS


This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue: **08.26.2020**

**CORESITE SV9**  
PCC SUBMISSION  
2905 STENDER WAY  
SANTA CLARA, CA 95054

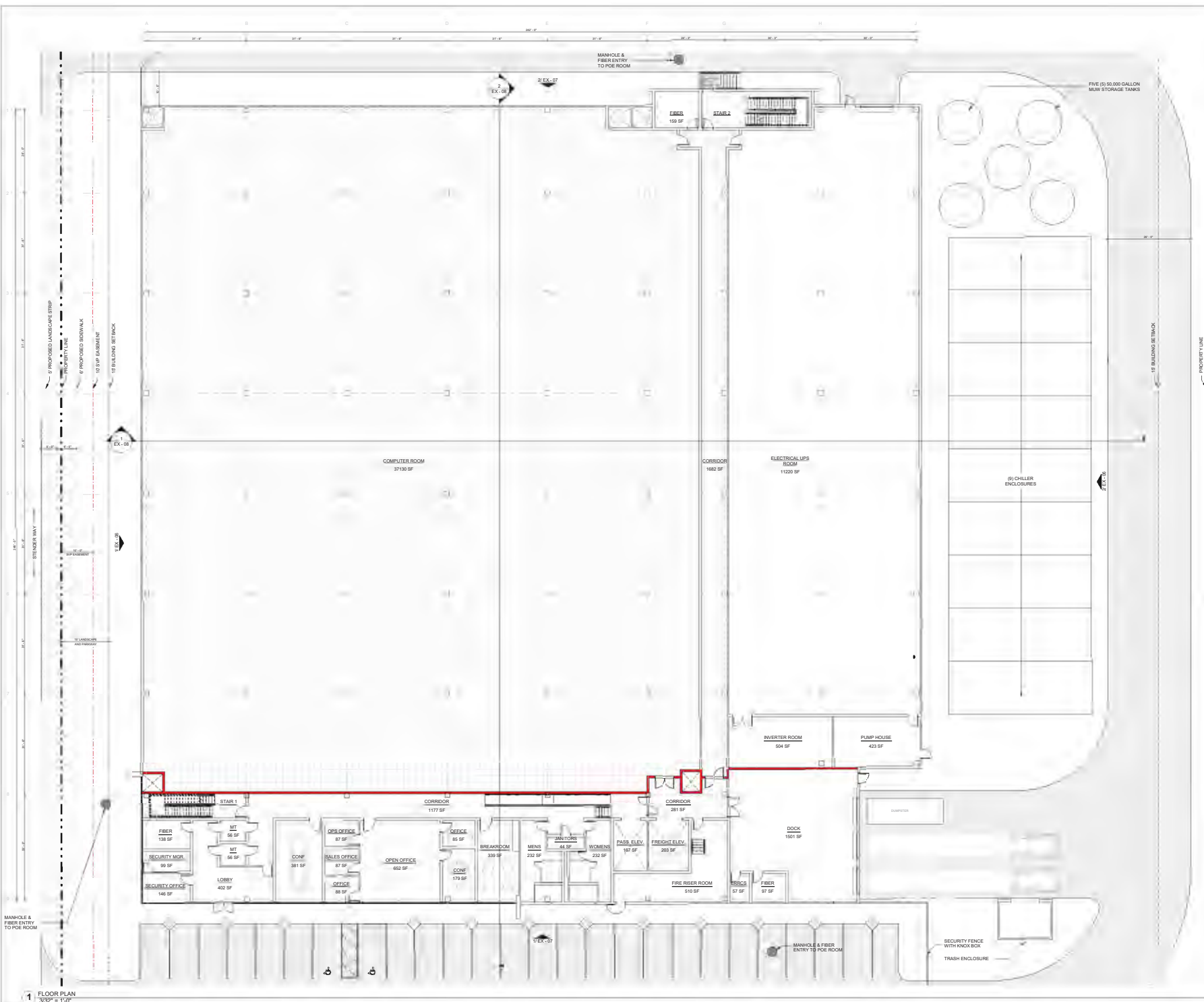


SITE PLAN

JOB 19199.0000  
DATE 09.04.2019  
SHEET

EX - 01

5/27/2020 1:22:45 PM EX-02 FLOOR PLAN - LEVEL ONE



1 FLOOR PLAN 3/22" x 11"



CORGAN  
401 N. Houston St  
Dallas, TX 75202  
T: 214-748-2000

ISSUES

1	09.16.2019	PCC SUBMISSION
2	10.28.2019	PCC SUBMISSION #1
3	01.18.2020	PCC SUBMISSION #2
4	05.28.2020	PCC SUBMISSION #3
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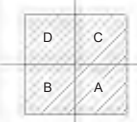
REVISIONS


This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue: **06.26.2020**

**CORESITE SV9**  
PCC SUBMISSION  
2905 STENDER WAY  
SANTA CLARA, CA 95054

KEYPLAN



FLOOR PLAN - LEVEL ONE

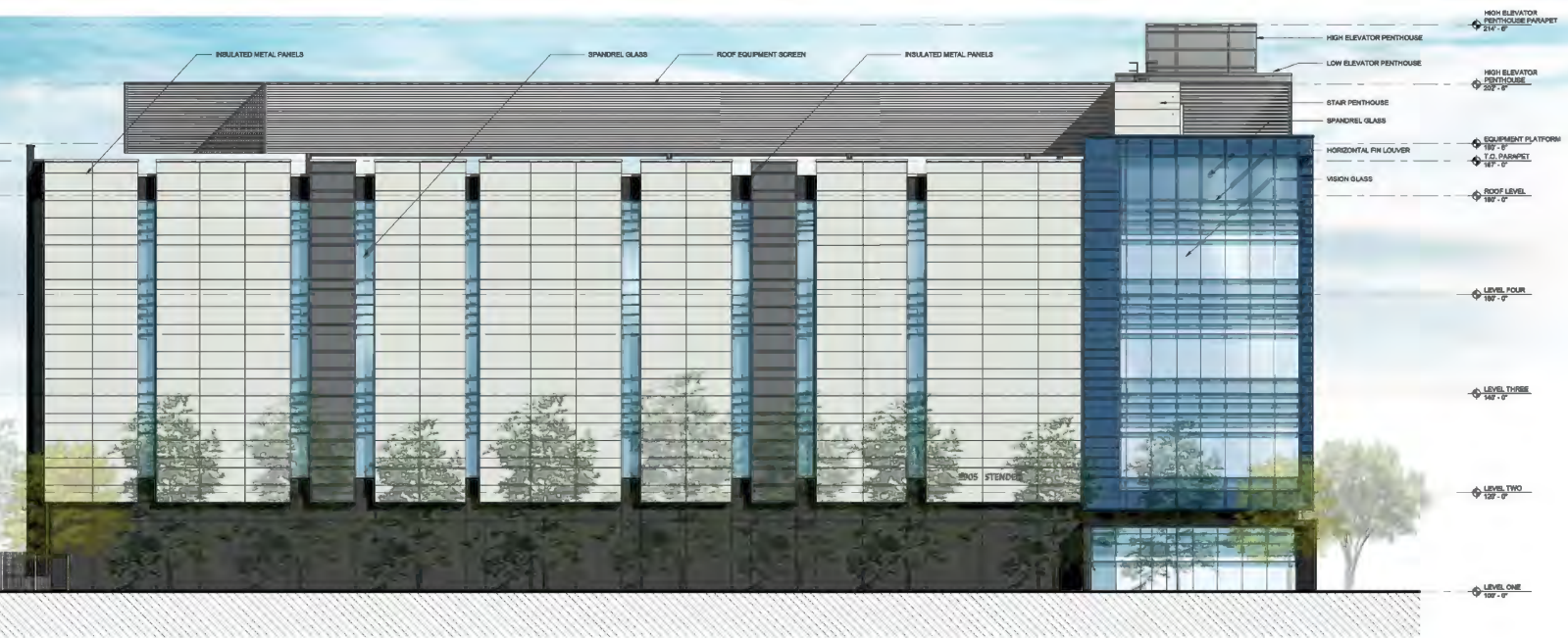
JOB 19199.0000  
DATE 06.24.2019  
SHEET

**EX - 02**









**ISSUES**

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3	02.16.2020	PCC SUBMISSION #2
4	05.28.2020	PCC SUBMISSION #3
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**REVISIONS**

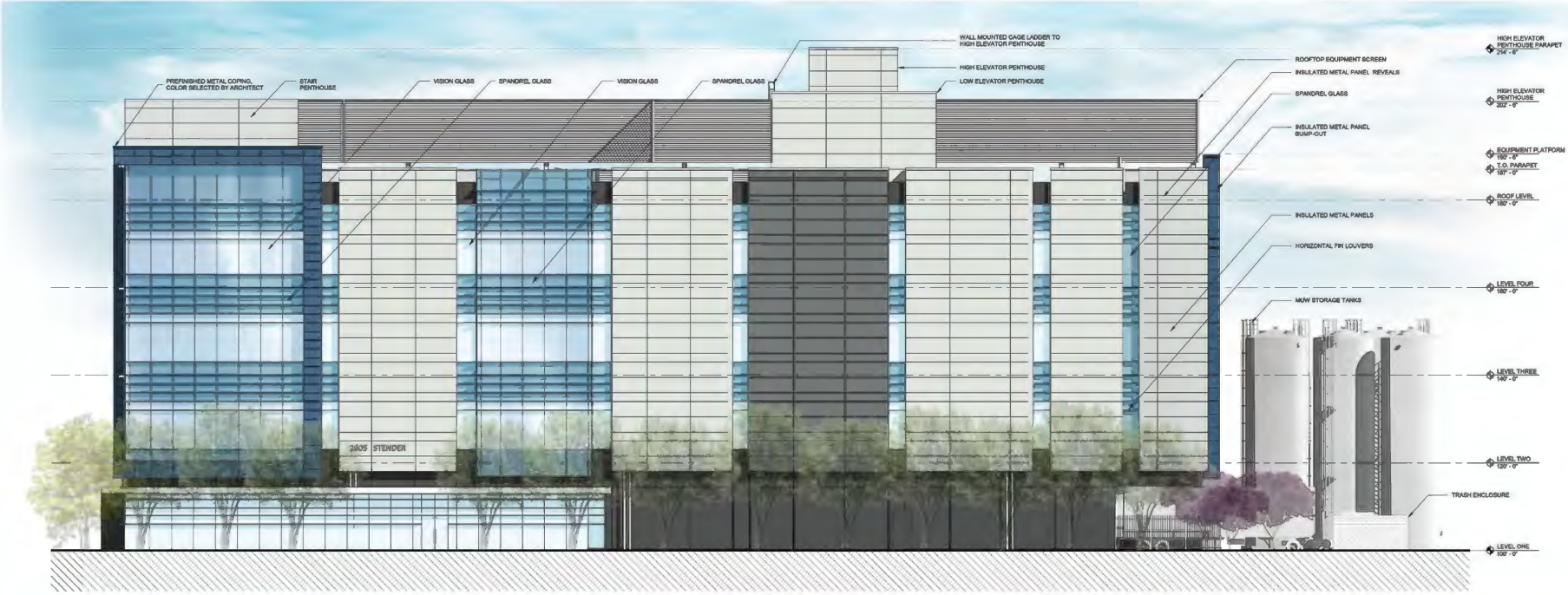

This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue:  
05.28.2020

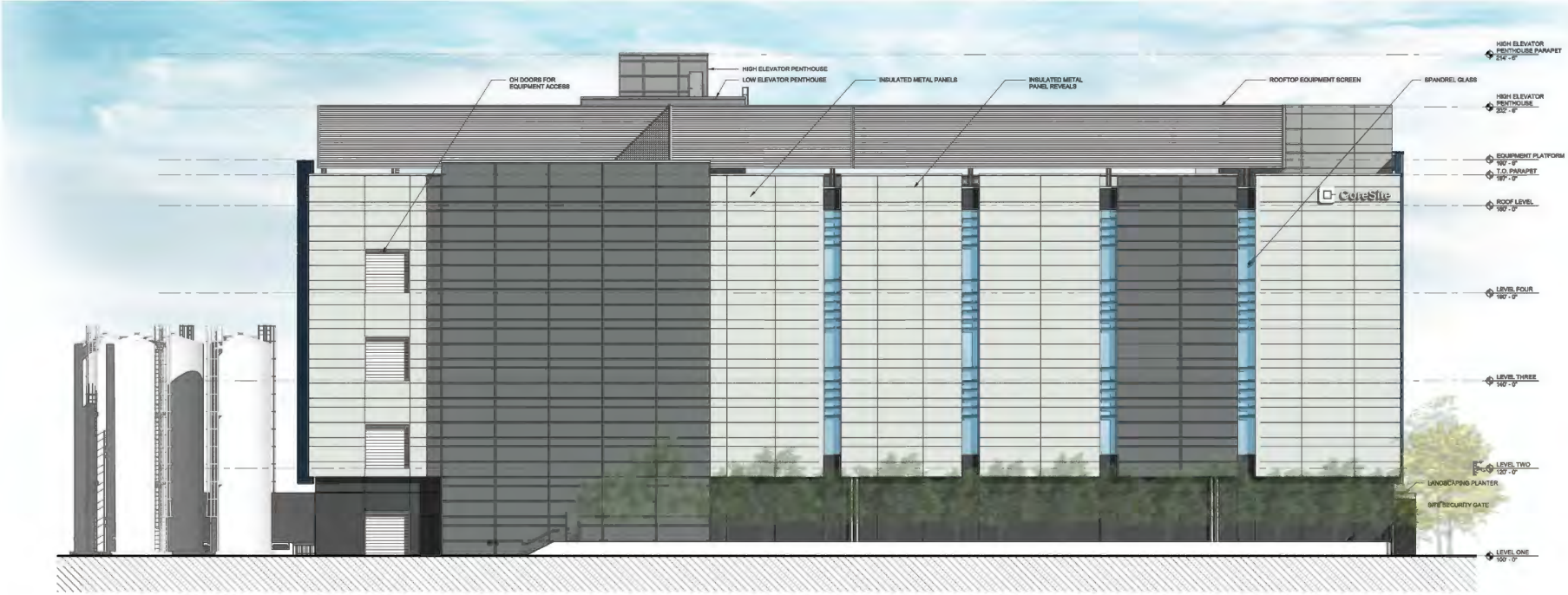
**CORESITE SV9**  
PCC SUBMISSION  
2905 STENDER WAY  
SANTA CLARA, CA 95054

**EXTERIOR ELEVATIONS**

JOB 19199.0000  
DATE 09.16.2019  
SHEET  
**EX - 07**



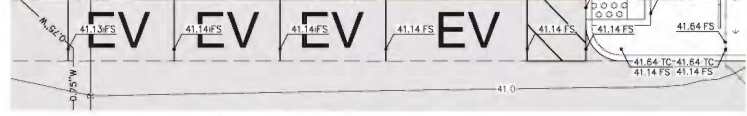
2 SOUTH ELEVATION  
1" = 10'-0"



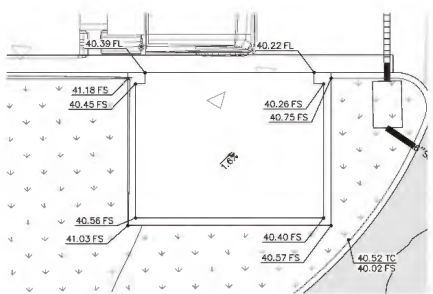
1 NORTH ELEVATION  
1" = 10'-0"

5/27/2020 1:23:31 PM EX-07 EXTERIOR ELEVATIONS

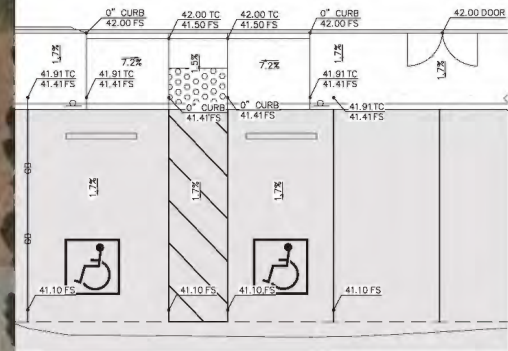




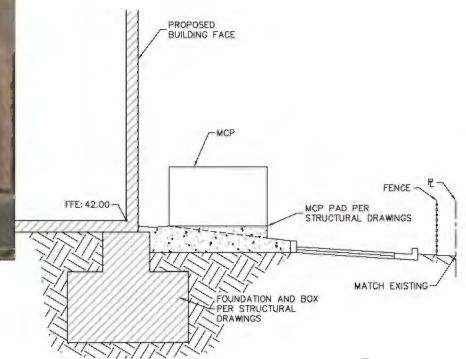
DETAIL B  
SCALE 1" = 5'



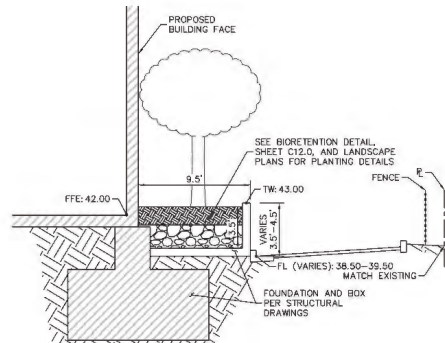
DETAIL C  
SCALE 1" = 5'



TYPICAL SECTION 2: EAST  
SCALE 1" = 5'



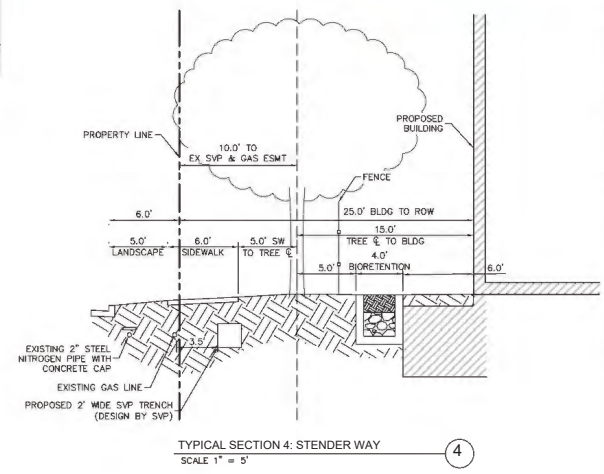
TYPICAL SECTION 1: NORTH  
SCALE 1" = 5'



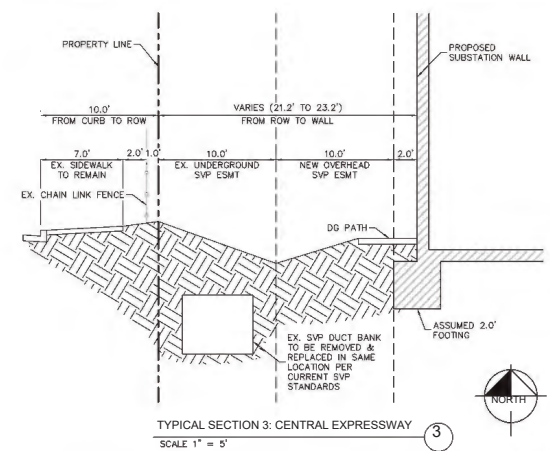
TYPICAL SECTION 3: CENTRAL EXPRESSWAY  
SCALE 1" = 5'

LEGEND

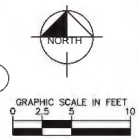
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- - -	EASEMENT/SETBACK LINE	[Pattern]	BIORETENTION AREA
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—GB—	GRADE BREAK LINE	[Pattern]	STANDARD DUTY CONCRETE PAVEMENT
—	FLOW LINE	[Pattern]	HEAVY DUTY CONCRETE PAVEMENT
—SD—	STORM DRAIN LINE	[Pattern]	DECOMPOSED GRANITE AREA
- - -	SIDEWALK UNDERDRAIN/ PERFORATED PIPE	[Pattern]	GRATED TREE WELL
LP	LOW POINT	[Pattern]	OVERLAND RELEASE PONDING LIMITS (6" MAXIMUM)
HP	HIGH POINT		
BSM	BIO-SOIL MIX		
■	DROP INLET		
→	OVERLAND RELEASE PATH		



TYPICAL SECTION 4: STENDER WAY  
SCALE 1" = 5'



TYPICAL SECTION 3: CENTRAL EXPRESSWAY  
SCALE 1" = 5'



**Kimley-Horn**  
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10 SOUTH ALAMEN BLVD, SUITE 1200  
SAN JOSE, CA 95113  
PHONE: 668-800-4130 FAX: 714-838-9488  
WWW.KIMLEY-HORN.COM

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**CORESITE SV9**  
CORESITE  
2905 STENDER WAY, SANTA CLARA, CA  
A.P.N.: 216-29-108

JOB NO.: 19720001  
PRINT DATE: 11/13/2020

DESIGNED BY: KN  
CHECKED BY: MJ

REVISIONS:

NO.	DATE	DESCRIPTION
1	11.13.2020	FOUNDATION DESIGN V1
2	11.13.2020	PLAN CHECK REVISIONS #1
3	11.13.2020	PLAN CHECK REVISIONS #1
4	11.15.2020	PLAN CHECK REVISIONS #2
5	11.15.2020	PLAN CHECK REVISIONS #2

SHEET NAME:

GRADING DETAILS

SHEET NO.: C11.2

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**Project Data**

**File:** PLN2019-14118 and CEQ2020-01075  
**Location:** 2905 Stender Way  
**Applicant/ Owner:** CoreSite Real Estate SV9. L.P.  
**CEQA Determination:** Mitigated Negative Declaration  
**Project Planner:** Elaheh Kerachian, Associate Planner

	Existing	Proposed
<b>General Plan Designation</b>	Light Industrial	No change
<b>Zoning District</b>	PD – Planned Development	PD – Planned Development
<b>Site Area</b>	3.9 acres	No change
<b>Land Use</b>	Industrial	Data Center
<b>Square Footage</b>	54,000 sf	250,000 sf
<b>F.A.R.</b>	54,000/170,000 = 0.32	250,000 /170,000 = 1.47
<b>Lot Coverage</b>	54,000/170,000 = 32%	60,421 /170,000 = % 35
<b>Building Height</b>	1 story	87' (4 stories)

**General Plan Map**

**Project Site – Light Industrial**



**Zoning Map**

Project Site – PD to ML



## MEMORANDUM

To: Erick Bromfield  
CoreSite

From: Elizabeth Chau, P.E.  
Kimley-Horn and Associates, Inc.

Date: March 18, 2021

Subject: CoreSite SV9 Preliminary Traffic Study

---

CoreSite is proposing to construct a data center, labeled SV9 (Project) which involves demolishing an existing office building and constructing a 4-story data center in Santa Clara, California. This memorandum summarizes the assumptions, methodology, and results of a preliminary traffic study conducted to validate if the project will provide sufficient parking.

### Project Description

The Project is located at 2905 Stender Way in Santa Clara, California. The project consists of redeveloping an existing 51,650 square-foot office building into a 246,660 square-foot data center. The current design has 19,600 square feet of office space that can be occupied full time by on-site staff. A site plan for the Project is included as **Attachment A**.

### Trip Generation

A trip generation analysis was conducted to determine the change in the number of trips the project will generate as compared to the existing office building. The trip generation was estimated based on estimated staffing information provided by CoreSite as well as average trip generation rates from Institute of Transportation Engineer's (ITE) publication, *Trip Generation, 10th Edition*.

### STAFFING INFORMATION

It is anticipated the data center will be staffed 24-hour, 7 days a week by three shifts (day, mid, and swing) each day. The day shift will have more employees compared to both the mid and swing shift. It is anticipated that a maximum of 10 employees and 15 visitors will be on the site on a given day and less may be present during certain time periods throughout the day (e.g. day versus night shift). It should be noted that number of employees and visitors may change depending on building occupancy and other factors.

For trip generation estimates, it is anticipated that each employee and visitor will generate two (2) daily trips, which equates to a total of 50 daily trips, which does not exceed the 110 daily trip threshold which warrants a CEQA transportation analysis under the City's Transportation Analysis Policy<sup>1</sup>.

### ITE TRIP GENERATION

ITE *Trip Generation, 10th Edition* is a standard reference used by jurisdictions throughout the country for the estimation of trip generation potential of proposed projects. This manual provides trip rates based on land use. For the existing land use, ITE Land Use 710: General Office Building was assumed. For the proposed use, ITE Land Use 160: Data Center was assumed. **Table 1** presents the trip generation for the project.

Table 1: Project Trip Generation

	Existing ITE LU 710 General Office Building			Proposed ITE LU 160 Data Center			Net New Trips (Proposed - Existing)		
	Total	In	Out	Total	In	Out	Total	In	Out
Daily	502	251	251	244	122	122	-258	-129	-129
AM Peak	60	52	8	27	15	12	-33	-37	4
PM Peak	59	9	50	22	7	15	-37	-2	-35

Source: ITE *Trip Generation, 10th Edition*

It is estimated that the existing office building will generate 502 daily, 60 AM peak hour, and 59 PM peak hour trips. It is estimated that the proposed data center will generate 244 daily, 27 AM peak hour, 22 PM peak trips. When comparing the existing and proposed trip generation, the proposed project is expected to generate net new -258 daily trips, -33 trips in the AM peak hour, and -37 trips in the PM peak hour. The net trips do not exceed the 110 daily trip threshold which warrants a CEQA transportation analysis under the City's Transportation Analysis Policy<sup>1</sup>.

### Parking

**Table 2** summarizes the parking requirements for the Project as well as the proposed parking inventory. The City requires data centers to provide one parking space per four thousand (4,000) square feet of gross floor area. The gross floor area of the Project is 246,660 square feet; therefore 61 spaces are required per the Zoning Code; however the Project has requested an exception to provide one space per five thousand (5,000) square feet of gross floor area. Based on staffing information it is anticipated that 26 spaces will be sufficient for this project. Consistent with other data centers, the overall size of the structure is not reflective of staffing density as nearly 90% of the building will be occupied by equipment. In addition, often times CoreSite's staff will be leveraged by its customers to perform work on their equipment thereby eliminating the need for them to travel to the data center. CoreSite has additional buildings nearby that have a similar staffing model and on-site parking. An overview of existing parking at these buildings found that parking inventory similar to the proposed Project was sufficient to accommodate staff and visitors throughout the day.

<sup>1</sup> City of Santa Clara Resolution No. 20-8861, June 2020

**Attachment B** shows the proposed parking for the site, which includes 26 parking spaces and 25 land bank spaces. Land bank spaces are located in areas on the site that will be occupied by equipment such as chiller enclosures or generators, but may be removed to provide additional spaces if the property reverts to non-data center use. The proposed parking and land bank spaces will provide 51 spaces, which will exceed the demand needed to accommodate the maximum number of staff and visitors.

*Table 2: Project Parking Summary*

Land Use	Size	Unit	Santa Clara Municipal Code Requirements	
			Requirement	Parking Spaces Required
Data Center	246,660	square feet	1 space for each 4000 square feet of gross floor area <sup>1</sup>	61
<b>Proposed Parking Spaces</b>				26
<b>Land-Banked Spaces</b>				25
<b>Total Parking Supply</b>				51

<sup>1</sup>City municipal code requires 1 space per 4,000 square feet, however the Project has requested an exception to provide 1 space per 5,000 square feet, which would equate to 50 spaces.

## Conclusion

A preliminary traffic study was conducted to determine any potential traffic implications for the proposed SV9 data center. The preliminary traffic study conducted a trip generation and parking analysis. The trip generation analysis found that the project does not exceed the 110 daily trips threshold warranting a CEQA transportation analysis. The parking analysis found that the Project is to provide 26 spaces and 25 land bank spaces for a total of 51 spaces, which will exceed the demand needed to accommodate the maximum number of staff and visitors. The staffing levels included in this study are reflective of a fully stabilized data center. The Project will be constructed in phases over an assumed 5-year period. As designed, the 26 parking spaces will be more than sufficient as the Project stabilizes. At stabilization, the 26 parking spaces are projected to exceed the daily use based on stabilized staffing information, estimated ITE use, analysis of existing sites, and occupied space allocated for staff and visitors. An analysis of our current parking on campus further substantiates the assumed parking requirement for this project.



Elizabeth Chau, P.E.  
CA PE #C86622

*Attachment A – Site Plan*  
*Attachment B – Proposed Parking*





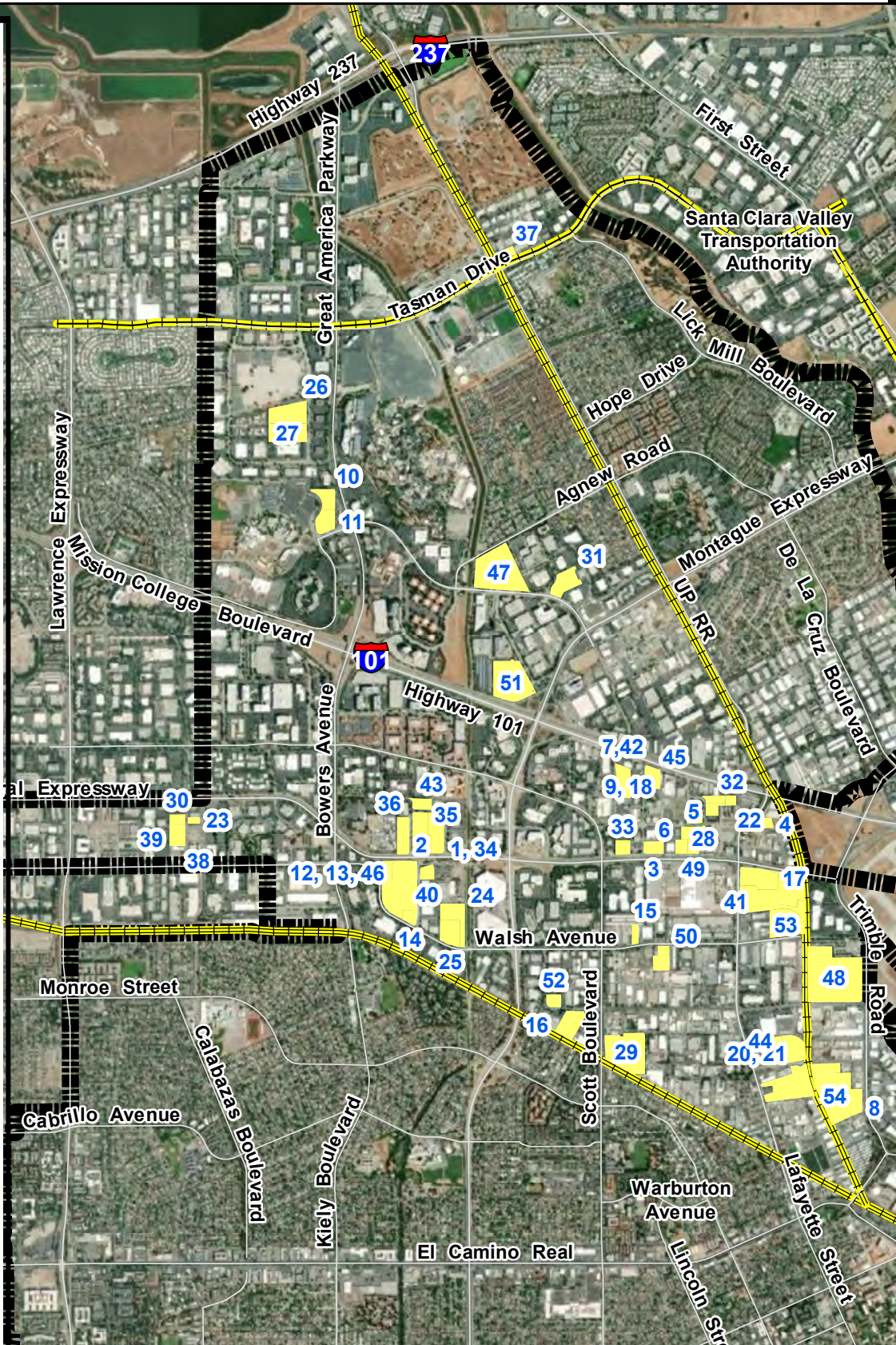
# Approved Data Center Locations in Santa Clara



City Limits

Data Centers

1. 2972 Stender Way
2. 2901 Coronado Dr.
3. 1525 Comstock St.
4. 3011 Lafayette St.
5. 1100 Space Park Dr.
6. 1201 Comstock St.
7. 3105 Alfred St.
8. 2220 De La Cruz Blvd
9. 1350 Duane Ave
10. 2807 Mission College Blvd
11. 2805 Mission College Blvd
12. 2820 Northwestern Pkwy
13. 2880 Northwestern Pkwy
14. 2625 Walsh Ave
15. 1675 Walsh Ave
16. 2050 Martin Ave
17. 2805 Lafayette St.
18. 3080 Raymond St.
19. 3045 Raymond St.
20. 2045 Lafayette St.
21. 2055 Lafayette St.
22. 870 Duane St.
23. 3031 Corvin Dr.
24. 2401 Walsh Ave
25. 2403 Walsh Ave
26. 4700 Old Ironsides Dr.
27. 4650 Old Ironsides Dr.
28. 1101 Space Park Dr.
29. 1700 Richard Ave
30. 3030 Corvin Dr.
31. 2151 Mission College Blvd
32. 3075 Raymond St.
33. 1725 Comstock St.
34. 2950 Stender Way
35. 3005 Coronado Dr.
36. 3020 Coronado Dr.
37. 5101 Lafayette St.
38. 2970 Corvin Dr.
39. 3000 Corvin Dr.
40. 2895 Northwestern Pkwy
41. 2825 Lafayette St.
42. 3205 Alfred St.
43. 3035 Stender Way
44. 737 Mathew St.
45. 3223 Kenneth St.
46. 2840 Northwestern Pkwy
47. 2305 Mission College Blvd
48. 2600 De La Cruz Blvd
49. 1111 Comstock St.
50. 1160 Walsh Ave
51. 2201 Laurelwood Rd.
52. 2175 Martin Ave
53. 651 Walsh Ave
54. 510 Mathew St.



Data Centers begun construction in Santa Clara in the early 1990s. Note that some of the data centers displayed on the map have not yet been constructed. Also some sites have multiple data centers which are listed separately on the map but would appear as an integrated site. Data centers in the city are a combination of types including hyperscale data centers which have a single large user; co-location facilities which serve several customers, and enterprise scale data centers which have a single customer seeking to provide for their own business needs at their company site. The data centers vary in size and peak demand from 1MW up to 45MWs. Some recently approved and/or under construction data centers will have a peak demand of up to 99MW.

0 0.5 1 Miles





# City of Santa Clara

## Meeting Minutes

### Planning Commission

04/14/2021

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 methods for the public to participate remotely:

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

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

Public Comments prior to meeting may be submitted via email to [PlanningPublicComment@SantaClaraCA.gov](mailto:PlanningPublicComment@SantaClaraCA.gov) no later than noon on the day of the meeting; and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

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

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

#### **6:00 PM REGULAR MEETING**

**Call to Order**

**Chair Saleme** called the meeting to order at 6:05 p.m.

**Pledge of Allegiance and Statement of Values****Roll Call**

**Commissioner Ikezi** notified the Commission she would be joining the meeting late and joined the meeting at 6:28 p.m.

**Present** 5 - Vice Chair Nancy A. Biagini, Commissioner Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, and Chair Lance Saleme

**Absent** 1 - Commissioner Yuki Ikezi

**DECLARATION OF COMMISSION PROCEDURES**

**Secretary Cherukuru** read the Declaration of Commission Procedures.

**CONTINUANCES/EXCEPTIONS**

None.

**CONSENT CALENDAR**

**A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru to approve the consent calendar.**

**Aye:** 5 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Herro, Commissioner Huang, and Chair Saleme

**Absent:** 1 - Commissioner Ikezi

**1.A** [21-348](#) Planning Commission Meeting Minutes of August 26, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the August 26, 2020 Meeting

Commissioner Huang and Commissioner Herro abstained from voting on Item 1.A, 1.B and 1.C

**A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.**

**Aye:** 3 - Vice Chair Biagini, Commissioner Cherukuru, and Chair Saleme

**Absent:** 1 - Commissioner Ikezi

**Abstained:** 2 - Commissioner Herro, and Commissioner Huang

**1.B**     [21-32](#)     Planning Commission Meeting Minutes of September 23, 2020 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the September 23, 2020 Meeting

**Commissioner Huang and Commissioner Herro abstained from voting on Items 1.A, 1.B and 1.C**

**A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.**

**Aye:** 3 - Vice Chair Biagini, Commissioner Cherukuru, and Chair Saleme

**Absent:** 1 - Commissioner Ikezi

**Abstained:** 2 - Commissioner Herro, and Commissioner Huang

**1.C**     [21-347](#)     Planning Commission Meeting Minutes of February 24, 2021 Meeting

**Recommendation:** Approve the Planning Commission Minutes of the February 24, 2021 Meeting

**Commissioner Huang and Commissioner Herro abstained from voting on Item 1.A, 1.B and 1.C**

**A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.**

**Aye:** 3 - Vice Chair Biagini, Commissioner Cherukuru, and Chair Saleme

**Absent:** 1 - Commissioner Ikezi

**Abstained:** 2 - Commissioner Herro, and Commissioner Huang

**1.D**     [21-355](#)     Retroactive Vote to Expend Funds for Planning Commission Items

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

**A motion was made by Vice Chair Biagini, seconded by Commissioner Cherukuru, that this item be Approved.**

**Aye:** 5 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Herro, Commissioner Huang, and Chair Saleme

**Absent:** 1 - Commissioner Ikezi

**PUBLIC PRESENTATIONS**

## 1. Announcements/Other Items

Reports of Commission/Board Liaison and Committee Item 1 was moved to be heard before Public Hearing Item 2.

**Commissioner Biagini** requested to know when the Council/Commission Dinner Meeting will take place. **Office Specialist IV Elizabeth Elliott** updated the Commission that we have been notified that the City Clerk's Office will update staff when this dinner will be scheduled and the Commission will be notified.

**Commissioner Biagini** requested to receive attachments that are large in advance of the meeting so there is ample time for review. **Development Review Officer/Staff Liaison Gloria Sciara** replied that staff will look at processes to allow for this.

**PUBLIC HEARING**

2. [21-112](#) Action on a Rezone from Planned Development (PD) to Planned Development (PD) of a property located at 2905 Stender Way to allow development of a four-story Data Center building (CoreSite SV9)

**Recommendation:** Alternatives 1), and 2): That the Planning Commission adopt resolutions for the 2905 Stender Way Project recommending that the City Council:

1. Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.
2. Approve a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

**Commissioner Herro** abstained from voting on this item due to a conflict of interest having received income from Therma, Inc. in the past 12 months and removed himself from this portion of the meeting.

**Commissioners Huang** disclosed he met with the Applicant, CoreSite, at the project site, staff the day before the meeting.

**Chair Saleme, Commissioners Biagini and Cherukuru** noted they had been contacted by the Applicant but declined to meet with them.

**Ela Kerachian, Associate Planner**, provided a PowerPoint presentation.

**Applicant** provided a PowerPoint presentation.

**Mike Durham, CoreSite**

**Gabe Clark, Architect**

**Addam Friedl, MEP Engineering Design**

**Matthew Morgan, Civil Engineering**

**Assistant City Attorney Alexander Abbe** read comments that were received from Adams Broadwell Joseph & Cardozo and BAAQMD regarding Health Risk Assessment and the need for the Commission to have a finding if the item is approved. A revised Health Risk Assessment has been provided to Commissioners noting that the impact is not significant on health/air quality.

**Brianna Bohonok, Circlepoint, Environmental Consultant**, attended the meeting and provided input on cumulative analysis under CEQA.

**David Blackwell, Land Use Counsel**

**Planning Manager, Reena Brilliot** notified the Commission that due to complaints regarding night time noise issues from data centers the City has been investigating and the noise is from a non-determined source. The City has recently engaged an acoustical consultant to get information

as to where the source of the noise is coming from and how to move forward to address this noise.

**Public Comment:**

Sam Liu

Nicole Goehring - representative for ABC Norcal: Associated Builders and Contractors, Inc.

**Commissioner Cherukuru** expressed disappointment that staff was evaluating this project because of the large amount of data centers, 40 - 50, in the city already without cumulative analysis and concerns for possible power outages and the repercussions of utilizing diesel generators and how this will affect city resources along with the negative impact of the noise frequencies to humans and animals. **Commissioner Cherukuru** stated she would like a moratorium on data centers.

**Commissioners** discussed improving the aesthetics of the data center, the impact of CEQA and traffic concerns, the cumulative effect to air quality, and concerns of the effect of diesel generators being used during a power outage.

**Brianna Bohonok, Circlepoint and Assistant City Attorney**

**Alexander Abbe** replied that power outages are speculative and not included in the assessment.

**Commissioner Biagini** inquired if a Project Labor Agreement would be utilized, the Applicant concurred it would be. Commissioners expressed concerns regarding maintaining the health of the community and that such a large amount of data centers could be detrimental to the community. It was suggested that the Council find a different direction for this area going forward. Comments were made that CEQA does not appear to have been investigated thoroughly and due diligence has not taken place.

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

**Aye:** 5 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Huang, Commissioner Ikezi, and Chair Saleme

**Recused:** 1 - Commissioner Herro

**A motion was made by Commissioner Huang, seconded by Chair Saleme to approve Staff Alternative 1 - Approve a Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project.**

**The motion failed.**

**Aye:** 3 - Commissioner Huang, Commissioner Ikezi, and Chair Saleme

**Nay:** 2 - Vice Chair Biagini, and Commissioner Cherukuru

**Recused:** 1 - Commissioner Herro

**A motion was made by Commissioner Cherukuru, seconded by Vice Chair Biagini to defer the application decision on the MND and MMRP directly to City Council noting the following concerns stated by the Planning Commission:**

- 1. City long term policy driving data centers**
- 2. Addressing all noise concerns**
- 3. Generators diesel emissions concerns**

**Aye:** 4 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Ikezi, and Chair Saleme

**Nay:** 1 - Commissioner Huang

**Recused:** 1 - Commissioner Herro

**A motion was made by Commissioner Cherukuru, seconded by Vice Chair Biagini to defer the rezone application from Planned Development (PD) to Planned Development (PD), directly to City Council noting the following concerns stated by the Planning Commission:**

- 1. City long term policy driving data centers**
- 2. Addressing noise concerns**
- 3. Generators diesel emissions**

**Aye:** 4 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Ikezi, and Chair Saleme

**Nay:** 1 - Commissioner Huang

**Recused:** 1 - Commissioner Herro

The meeting went into recess at 9:07 p.m. and reconvened at 9:15 p.m.

**REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:**

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

**Commissioners Biagini, Herro, Huang and Chair Saleme** provided updates on the League of California Cities Planning Commissioners Academy virtual training they attended in March.

**DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

1. Planning Commission Budget Update

**Development Review Officer, Staff Liaison Gloria Sciara** provided updates.

2. Upcoming Agenda Items

**Planning Manager Reena Brilliot** provided updates.

3. City Council Actions

**Development Review Officer, Staff Liaison Gloria Sciara** provided updates.

**ADJOURNMENT:**

**A motion was made by Commissioner Cherukuru, seconded by Vice Chair Biagini to adjourn the meeting.**

**The meeting adjourned at 10:15 p.m. The next regular scheduled meeting is April 28, 2021.**

**Aye:** 6 - Vice Chair Biagini, Commissioner Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, and Chair Saleme

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

21-856

Agenda Date: 6/15/2021

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### REPORT TO COUNCIL

#### SUBJECT

Council Discussion and Direction on the 2021 Redistricting Process Based Receipt of 2020 Census Data (Continued from May 4, 2021 and June 8, 2021)

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

Every ten years, after the U.S. Census is conducted, city council district lines must be reviewed and possibly adjusted to ensure each council district contains the same number of residents. 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 an equal population. The Census counts also provide for federal funding for many key program areas.

Typically, U.S. Census data is 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 adopt its 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 drawn using 2010 Census data and considered housing growth since 2010 as well as projected growth. For background on previous districting efforts, please visit [www.santaclaraca.gov/districtelections](http://www.santaclaraca.gov/districtelections). As a result of this past work, significant changes to council district boundaries are not expected. The current council district map was the result of public input as well as a California Voting Rights Act (CVRA) lawsuit.

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 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 requiring 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 as well. 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.

This report is the first discussion on the redistricting process with Council. The purpose of this item is to provide background on the redistricting process, introduce the City's consultant, and receive direction from the Council on the preferred redistricting approach that will inform an ordinance establishing a public process for redistricting that will be brought back to City Council for consideration at a subsequent Council meeting. In short, the City Council is directing staff on the governing structure that it prefers to use to revise the Council District maps based on 2020 Census data and directing staff to proceed as follows.

Several applicable laws inform the redistricting process, including the U.S. Constitution, the Federal Voting Rights Act (1965), the California Voting Rights Act (2002), the Fair Maps Act (AB 849) and Local Redistricting (AB 1276 - Sept. 2020). These laws also provide for the various criteria applied to drawing district lines which includes: geographic contiguity, communities of interest preservation, geographic integrity, geographic compactness, easily identifiable by residents and prohibit favoritism.

While conducting the redistricting process, specific outreach requirements must be met. At a minimum, four public hearings are required. One of these public hearings must be held prior to issuing the first draft map, two must be held after the draft map is issued one must be held on a weekend or weeknight after 6:00 p.m. Live translation is also required if requested at least 48 or 72 hours in advance depending on how much notice is provided. In addition to the four required public hearings, the City will create a specific redistricting process webpage, utilize our OpenGov platform for residents to provide input through a public survey, promote public hearings via social media, city calendar alerts, etc., and establish an email address for feedback. Additional public hearings can also be scheduled if needed.

To assist staff with resourcing the redistricting process, the City has already contracted with Lapkoff & Gobalet Demographic Research, Inc. (Lapkoff and Gobalet). Lapkoff and Gobalet has supported redistricting projects since 1990 including redistricting work after the 1990, 2000, and 2010 U.S. Censuses. The firm has also worked with past City Charter Review Committees, the City Ad-Hoc Redistricting Committee and assisted with the development of the map that was court-ordered in 2018. Lapkoff and Gobalet is also familiar with City's demographics, including its communities of interest.

## DISCUSSION

To proceed with the redistricting process the City Council will need to adopt an ordinance establishing a public process for redistricting and staff is seeking feedback from the City Council on the type of process and other key decision points. To move forward with the redistricting process, staff is asking the City Council at the June 8, 2021 Council meeting to select one of five possible redistricting processes outlined in State law. Staff is also requesting direction on the formation of a redistricting commission, should the City Council select one of the processes that include a commission role.

## Redistricting Process

State law describes four processes for general law cities. As a charter city we have the flexibility to follow or create our own process for redistricting:

1. *Independent Redistricting Commission* - In this process, the City Council will either appoint a body or delegate to a current Board and Commission the recruitment and appointment process of a Redistricting Commission. Election Code section 23003(b) provides that the City Council may not directly appoint the commissioners. The Independent 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.
2. *Advisory Redistricting Commission* - In this process, the City Council will conduct a recruitment and appointment process for the Redistricting Commission. The commission will review census data, conduct public meetings, solicit input, and submit recommended map(s) to City Council for adoption. City Council can choose to adopt a recommended map or approve another map.
3. *Hybrid Redistricting Commission* - This process is the same as the Independent Redistricting Commission, except, the commission approves two or more draft maps to forward to City Council for review and adoption. City Council can only approve one of the maps forwarded by the Commission.
4. *Council Adoption of Map* - In this process, the City Council reviews the census data, takes public input, conducts public hearings, and adopts the map.
5. *Other* - State law also provides that Charter Cities may design and adopt a process other than one of the four described above.

It is also worth noting that the 2019 Charter Review Committee, which was formed to solicit public input on draft language to amend the City Charter with respect to council district elections, recommended the Independent Redistricting Commission process. The Charter Review Committee recommendations were also included in what became known as Measure C. Measure C was on the March 2020 ballot but was ultimately not approved by voters.

#### Redistricting Commission Considerations

If the City Council chooses one of the options that includes a Commission (e.g., Redistricting Process Options #1- #3 above), staff is also requesting that the City Council provide direction on the formation of the Commission as follows.

1. **For a commission, what will be the selection method?**
  - a) Advisory
    - i) Use the Boards & Commission selection process?
  - b) Independent or Hybrid Commission

- i) Pursuant to Elec. Code sec. 23003(b), the City Council may not directly appoint the commissioners that will serve on an Independent or Hybrid Commission.
- ii) While the City Council cannot choose the commissioners, the City Council will choose the committee or method that will appoint the commissioners.
  - (1) Some selection options for discussion include:
    - (a) Mayor and Council appoint one person from each district and one person “at-large” to create an appointing committee
    - (b) Mayor and Council conduct a recruitment and appointment process for the appointing committee like Boards & Commission selection process
    - (c) Mayor and Council delegate authority to a current Board, Commission or Task Force (i.e. Task Force on Diversity, Equity and Inclusion)
    - (d) Select the current chairs from Boards and Commissions to serve as an appointing committee
    - (e) City Clerk to randomly select from a pool of qualified applicants
    - (f) Panel of three retired judges

This is not an exhaustive list, but a list assembled from what other cities have done and what the City has done for past appointments.

**2. For a commission, what will be the criteria (size, qualifications, representation)?**

- a. Size Commissions in other cities typically range in size from 7 to 11 members, but the City Council has discretion in creating an appropriate size.
- b. Qualifications - please review Attachment 1 for a list of criteria related to qualifications, disqualifications, prohibitions on activities while serving and prohibitions on activities after serving to help inform this discussion. NOTE: Potential candidates will be made aware of these restrictions during the recruitment process and will be required to sign an acknowledgement form indicating their understanding of the requirements during and after service.
- c. Representation - Council may consider things like diversity (geographic, ethnic, socio-economic, gender, sexual orientation, party affiliation) and community of interest representation (renters, homeowners, mobile home parks, districts).

Benchmarking

For reference, the following is a summary of what redistricting processes some other cities have chosen to pursue:

Advisory Commission	Independent Commission	Hybrid Commission	Other
San Jose	Berkeley	Modesto	Sunnyvale*
Stockton	Oakland		
	Roseville		
	Sacramento		

\*Sunnyvale designed its redistricting to be a modified hybrid commission process. Rather than having an independent body appoint the commission, the Council appoints the members to the commission.

Redistricting Timeline

Below is the initial estimated timeline for the redistricting process:

<b>Date</b>	<b>Action</b>
May - June 2021	Council discussion & direction on Redistricting Process
June - Aug. 2021	Commission Selection & On-Boarding (if needed)
Sep. - Oct. 2021	Initial Community of Interest Meetings (optional)
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)
<b>Apr. 17, 2022</b>	<b>Final District Map Approval</b> (205 days before election)
Nov. 8, 2022	Statewide General Election

Once staff receives input and direction on the decision points noted above, they will be incorporated into an ordinance that will be brought back to City Council for consideration at a subsequent Council meeting.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(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>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Staff recommends City Council discuss the key elements of a redistricting process and provide

direction to staff on items that will inform an ordinance establishing a public process for redistricting that will be brought back to City Council for consideration at a future meeting.

Approved by: Deanna J. Santana, City Manager  
Hosam Haggag, City Clerk

**ATTACHMENTS**

1. Redistricting Commissions Chart
2. Post Meeting Material from May 4, 2021 Council and Authorities Concurrent Meeting

	<b>City Council Approval</b>	<b>Advisory Commission</b>	<b>Independent Commission</b>	<b>Hybrid Commission</b>
<b>Scope</b>	<ul style="list-style-type: none"> <li>• Council approves the district map</li> </ul>	<ul style="list-style-type: none"> <li>• Recommends a district map to the City Council for consideration</li> </ul>	<ul style="list-style-type: none"> <li>• Independently adopts the district map</li> </ul>	<ul style="list-style-type: none"> <li>• Recommends two or more district maps to the City Council and the Council must approve a map from only those options presented by the Commission</li> </ul>
<b>Council's Role</b>	<ul style="list-style-type: none"> <li>• Conducts entire redistricting process</li> <li>• Has final approval of the district map</li> </ul>	<ul style="list-style-type: none"> <li>• Appoints the Advisory commission</li> <li>• Has final approval of the district map</li> </ul>	<ul style="list-style-type: none"> <li>• Decides how the Independent Commission is selected</li> </ul>	<ul style="list-style-type: none"> <li>• Decides how the Hybrid Commission is selected</li> <li>• Must approve a map from only those options presented by the Commission</li> </ul>
<b>Qualifications &amp; Selection Process</b>		<ul style="list-style-type: none"> <li>• Council may prescribe the way members are appointed to the commission</li> <li>• Person who is elected city official, or a family member, staff member or paid campaign staff of elected official of city <u>shall not be eligible</u></li> <li>• Council may impose additional requirements and restrictions on members of the commission in excess of those prescribed by State law.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be resident of City</li> <li>• Commissioners may not 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>	<ul style="list-style-type: none"> <li>• Same as Independent</li> </ul>

<p><b>Member Disqualification</b></p>		<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 an elected official of the City</li> </ul>	<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>	<ul style="list-style-type: none"> <li>• Same as Independent</li> </ul>
<p><b>Conduct Prohibitions While Serving on Committee</b></p>			<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>	<ul style="list-style-type: none"> <li>• Same as Independent</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>	<ul style="list-style-type: none"> <li>• Same as Independent</li> </ul>
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<p><b>Commission Requirements</b></p>		<ul style="list-style-type: none"> <li>• Form 700 likely required</li> <li>• Subject to the Brown Act</li> <li>• Subject to Public Records Act</li> </ul>	<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>	<ul style="list-style-type: none"> <li>• Same as Independent</li> </ul>
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**City Council Hearing**

**Item 7 – RTC 21-671**

- **Charter Amendment**
- **Ordinance of current 6-district map**
- **2021 Redistricting Process**

**May 4, 2021**

1



**Two Topics**

**Ballot and Ordinance**

- Settlement Agreement
- Ballot Language for Charter Amendment
- Map Ordinance to establish current District Map as official map for redistricting process

**Redistricting Process**

- Technical (non-political) process directed by State and Federal laws
- Adjusts district boundaries to balance population based on 2020 Census

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## CVRA Settlement Agreement

- Court order, as a result of California Voting Rights Act (CVRA) lawsuit, implemented district-based elections for November 2018 and November 2020 General Elections and Special Elections through November 2020 (6 Council districts)
- From the Settlement Agreement:
  - 3.1 On or before June 1, 2021, Defendant, by its City Council, shall enact a resolution calling an election to seek voter approval of an amendment to Defendant's City Charter. Such proposed amendment shall require the election of all City Council members, except the Mayor, from single-member districts with a requirement that candidates reside within their respective districts in accordance with the Judgment. The election system included in the proposed Charter Amendment shall in all respects comply with applicable governing provisions of State law. In the event that the State or County enact changes to the election procedures originally contemplated by the resolution adopted by City, City shall enact such resolutions or other legislation to place the Charter Amendment on the ballot in time such that it will be in effect for the November 2022 elections.
  - 3.2 The election system included in the proposed Charter Amendment shall not shorten the terms of any previously-elected Members of the City Council.

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## Ballot Language

- Required per the Settlement Agreement:
  - Elimination of at-large, by-seat system.
  - Addition of 6 single-member districts, keeping the Mayor, Chief of Police and City Clerk at-large.
  - Adoption of the 6-district map as ordered by the Superior Court and subsequently amended per redistricting procedures.
- Optional (based on discussion from latest Charter Review Committee recommendation):
  - 30-day residency requirement within the City of Santa Clara for running for any at-large office.
  - 30-day residency requirement within a City of Santa Clara district for running for council seat of that district.
  - Establishment of an Independent Redistricting Committee in accordance with Elections Code Sections 23001 and 2300.

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## Direction of Ballot Measure

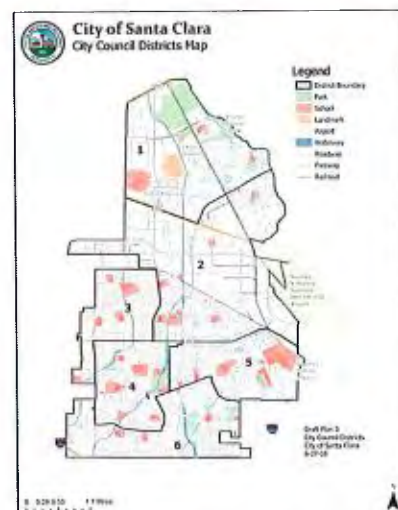
1. Adoption of 6 districts
2. 30-day residency requirement?
3. Type of redistricting committee? Charter?

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## Current District Map - Ordinance

- In order for the re-districting process to have a starting point the Council would have to enact an ordinance to extend the use of the map to elections beyond 2020. The map that was designated would be subject to future boundary changes required by the redistricting process following receipt of US census data.
- Requested Action:
  - City Council direct staff to bring back an ordinance to establish the court-ordered six district map for council member elections as the map to be used for elections beyond 2020, subject to changes required by the redistricting process.



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# 2021 Redistricting Process

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## Redistricting Process

- Provide background on redistricting
- Introduce City's consultant
- Receive Council direction on preferred approach for redistricting
- Additional Council discussion at the May 25, 2021 meeting, if needed
- Return to Council with proposed Ordinance based on Council direction

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## Background

- Redistricting occurs every 10 years after each U.S. Census
- Typically census data released by April 1<sup>st</sup> of the year following the census, but is delayed due to COVID-19
  - **City expects data no earlier than end of September 2021 (adjusted)**
- Charter Cities must adopt its map no later than April 17, 2022 (per Election Code section 21622)
- Current map was drawn using 2010 Census data, housing growth since 2010 and projected growth and was a result of public input
- As a result, significant changes to boundaries are not expected

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## Redistricting Requirements

- Applicable Laws
  - U.S. Constitution
  - Federal Voting Rights Act (1965)
  - California Voting Rights Act (2002)
  - Fair Maps Act (AB 849)
  - Local Redistricting (AB 1276 - Sept. 2020)
  - California Elections Code

***NOTE: Standing Councilmembers are not unseated as a result of any redistricting process***

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## Lapkoff & Gobalet

- Has supported redistricting projects since 1990 including redistricting work after the 1990, 2000, and 2010 U.S. Censuses
- Worked with both the Charter Review Committees and Ad-Hoc Redistricting Committee between 2016 and 2019
- Assisted with the development of the current district map that was court-ordered in 2018
- Familiar with City's demographics, including its Communities of Interest

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## City Council Options for Redistricting

1. Independent Redistricting Commission
2. Hybrid Redistricting Commission
3. Advisory Redistricting Commission
4. Council performs hearings and adopts map
5. Other - Elections Code provides Charter Cities with flexibility on the design of redistricting process and commission

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## Option #1 – Independent

- **Council Role:** Council does not appoint directly to this Independent Redistricting Commission. Council decides which method/body will appoint to this commission.
- **Commission Role:** Commission reviews census data, conducts public hearings, solicits input and makes the final decision on the map
- **Considerations:** Recommended by the 2019 Charter Review Committee (5-1-1. Aye: Cooley, Koltermann, Jain, Ricossa, Bonito. Nay: Silva. Abstain: Almazol)

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## Option #2 – Hybrid

- **Council Role:** Council does not appoint directly to this Independent Redistricting Commission. Council decides which method/body will appoint to this commission.
- **Commission Role:** Reviews census data, conducts public hearings solicits input and approves two or more draft maps to be forwarded to City Council for review and approval
- **Considerations:**
  - Council consideration limited to the maps provided by the Commission
  - Council makes final decision
  - Council may appoint selection committee, chose random draw, panel of retired judges, etc.

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## Option #3 – Advisory

- **Council Role:** Conducts recruitment and appointment process of the Advisory Redistricting Commission. Council approves the final map.
- **Commission Role:** Reviews census data, conducts public hearings solicits input and submits recommended map(s) to the City Council
- **Considerations:**
  - Council retains final decision on map

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## Option #4 – Council Adoption of Map

- **Council Role:** Reviews census data, takes public input, conducts public hearings and approves map
- **Considerations:**
  - No recruitment process needed; shortest timeline
  - Council retains final decision on map
  - Council may want to separate itself from the process

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## Option #5 - Other

- Elections Code provides Charter Cities with flexibility on the design of redistricting process and commission
- For example, Sunnyvale adopted a Hybrid model whereby the Council appoints the commission members but then is required to adopt one of the maps recommended by the commission

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## Appointment Methods for Independent or Hybrid Commissions

- Committee Appointment
  - Council delegates appointment authority to another body (e.g. board, commission, taskforce)
- Random Draw
  - Qualified candidates are selected at random (Council would define the eligibility criteria)
- Retired Judges
  - Panel of retired judges select the members of the committee

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## Benchmarking

Advisory Commission	Independent Commission	Hybrid Commission	Other
San Jose	Berkeley	Modesto	Sunnyvale*
Stockton	Oakland		
	Roseville		
	Sacramento		

\*Sunnyvale designed its redistricting to be a modified hybrid commission process. Rather than having an independent body appoint the commission, the Council appoints the members to the commission.



## Draft Timeline

Date	Action
May - June 2021	Council discussion & direction on Redistricting Process
June – Aug. 2021	Commission Selection & On-Boarding (if needed)
Sept. – Oct. 2021	Initial Community of Interest Meetings (optional)
End of August 2021 (est.)	U.S. Census Data Released – not adjusted
Mid to end of September 2021 (estimate)	State Population Adjustment Released
Nov. 2021 – Mar. 2022	Public Hearings/Outreach (4 required)
<b>Apr. 17, 2022</b>	<b>Final District Map Approval</b> (205 days before election)
Nov. 8, 2022	Statewide General Election



## Provide Direction for Ordinance

- What type of Process? (Options 1-5)
- If a Commission:
  - Size of Commission (e.g. 7, with alternates)
  - Additional Qualifications (e.g., age, voter/non-voter)
  - Representation (e.g., by Council District/Citywide)
  - Certain Restrictions apply for those that serve
- If Council chooses to include Redistricting Process as part of ballot language, consider a common direction to reduce public confusion

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## City Council Hearing

### Item 7 – RTC 21-671

- **Charter Amendment**
- **Ordinance of current 6-district map**
- **2021 Redistricting Process**

**May 4, 2021**

22