

# City of Santa Clara

## Meeting Agenda

### Council and Authorities Concurrent Meeting

### Call & Notice of Special Meeting

### Santa Clara Stadium Authority



**Tuesday, August 25, 2020**

**3:30 PM**

**City Hall Council Chambers**

**1500 Warburton Avenue**

**Santa Clara, CA 95050**

---

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

- Via Zoom:

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

Meeting ID: 997-0675-9306 or

- Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

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

For those individuals that do not have the above access, the City Cafeteria has been set up to accommodate up to 10 people at a time and public comment will be given from that location.

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than 10 people gatherings. The Mayor will be present for the meeting with Councilmembers and department heads participating remotely. A limited number of staff will also be present.

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 Chairperson calls for a Special Meeting of the Governing Board of the Stadium Authority to commence and convene on August 25, 2020, at 3:30 pm for a Special Meeting in the City Hall Council Chambers located in the East Wing of City Hall at 1500 Warburton Avenue, Santa Clara, California, to consider the following matter(s) and to potentially take action with respect to them.

#### **3:30 PM CLOSED SESSION**

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

## Roll Call

- 20-769** [Conference with Legal Counsel-Existing Litigation \(CC, SARDA\)](#)  
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)  
[County of Santa Clara, et al., v. City of San Jose, et al.](#)  
[Santa Clara County Superior Court Master Case Number](#)  
[\(consolidated\) 105CV046005](#)
- 20-780** [Conference with Real Property Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54956.8](#)  
[Property: 500 Benton Street, APN 230-08-078](#)  
[City/Authority Negotiator: Deanna J. Santana, City Manager \(or](#)  
[designee\)](#)  
[Negotiating Parties: Robert Mendelsohn, Republic Metropolitan](#)  
[Under Negotiation: Purchase/Sale/Exchange/Lease of Real](#)  
[Property \(provisions, price and terms of payment\)](#)

## Public Comment

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

## Convene to Closed Session (Council Conference Room)

### **5:00 PM COUNCIL REGULAR/SPECIAL STADIUM AUTHORITY MEETING**

*Regular Meeting to Reconvene at 5:00 PM or shortly thereafter.*

## Pledge of Allegiance and Statement of Values

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

### **CONTINUANCES/EXCEPTIONS**

### **SPECIAL ORDER OF BUSINESS**

- 1.A 20-738** [Recognition of Youth Initiatives during the COVID-19 Pandemic](#)
- 1.B 20-712** [Verbal Report from City Manager regarding COVID-19 Pandemic \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

### **CONSENT CALENDAR**

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

**2.A 20-16** [Board, Commissions and Committee Minutes \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

**Recommendation:** Note and file the Minutes of:  
City-School Liaison Committee - February 5, 2020  
City-School Liaison Committee - March 25, 2020  
Economic Development, Communications, and  
Marketing Minutes - February 19, 2020  
Deferred Compensation Committee Minutes - May  
27, 2020

**2.B 20-690** [Action on Monthly Investment Report for June 2020 and Approve FY 2020/21 Budget Amendments \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

**Recommendation:** Note and file the Monthly Investment Report for June 2020 as presented and Approve FY 2020/21 Budget Amendments.

**2.C 20-682** [Action on a Request for a Special Permit to Allow Seasonal Christmas Tree Sales Events at 2610 El Camino Real from November 10, 2020 through December 24, 2020. \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

**Recommendation:** Approve the request of a Special Permit to allow for a Christmas Tree sales events at 2610 El Camino Real from November 20, 2020 through December 24, 2020, subject to conditions.

**2.D 20-684** [Note and File the 2020 Evaluation Report of the Hazard Mitigation Plan \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

**Recommendation:** Note and File the 2020 Evaluation Report of the Local Hazard Mitigation Plan.

**2.E 20-703** [Action on a Reimbursement Agreement for Formation of a Community Facilities District in the Tasman East Specific Plan Area and Related Budget Amendment \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

- Recommendation:***
1. Authorize the City Manager to execute the Reimbursement Agreement with the Developers within the Tasman East Specific Plan Area; and
  2. Approve the FY 2020/21 budget amendment in the Expendable Trust Fund to recognize developer contributions in the amount of \$49,500 and establish a Community Facilities District Formation - Tasman East appropriation to account for outside consultant costs in the amount of \$49,500.

**2.F 20-706** [Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from September 20, 2020 through December 24, 2020 \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

- Recommendation:*** Approve the request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from September 20, 2020 through December 24, 2020, subject to conditions.

**2.G 20-726** [Action on the Approval of FY 19 Edward Byrne Memorial Justice Assistance Grant Funding and Related Budget Amendment \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

- Recommendation:**
1. Accept and approve the FY 19 Edward Byrne Memorial Justice Assistance Grant funding of \$12,391 to support the Police Department's efforts to become NIBRS compliant;
  2. Approve the related FY 2020/21 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of \$12,391 and establish an Edward Byrne Memorial Justice Assistance Grant Program 2019 appropriation in the amount of \$12,391;
  3. Authorize the City Manager to sign grant-related documents; and
  4. Authorize the City Manager to execute purchase order(s), subject to the appropriation of funds, to directly support the Police Department's technical capacity for collecting, processing, analyzing and validating data to become NIBRS compliant.

**2.H 20-745** [Update on Tasman East Specific Plan Implementation \[Council Pillar: Promote and Enhance Economic, Housing and Transportation Development\]](#)

- Recommendation:** Note and file the Update on Tasman East Specific Plan Implementation.

- 2.I 20-747 [Accept the 2020 Assistance to Firefighters Grant Program COVID-19 Supplemental Award in the amount of \\$27,036 and Approve the Related Budget Amendment Including the Required 10% Matching Funds \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

**Recommendation:** 1. Accept the 2020 Assistance to Firefighters Grant COVID-19 Supplemental Award in the amount of \$27,036 for the COVID-19 Purchase of Personal Protection Equipment for Department Personnel and authorize the City Manager to execute the necessary documents; and

2. Approve the FY 2020/21 Budget Amendment in the Fire Operating Grant Trust Fund to recognize grant revenue of \$27,036 and a transfer of \$2,703 from the General Fund as the City's 10% grant match and establish the Assistance to Firefighters COVID-19 Grant FY 2020/21 appropriation in the amount of \$29,739; in the General Fund, establish a transfer of \$2,703 to the Fire Operating Grant Trust Fund and reduce the Budget Stabilization Reserve by \$2,703.

- 2.J 20-790 [Action on a Resolution Terminating the Proclamation of Existence of a Local Emergency by the Director of Emergency Services \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

**Recommendation:** Adopt a Resolution Terminating the Proclamation of Existence of a Local Emergency by the Director of Emergency Services.

- 2.K 20-791 [Action on Funding Request for the 2020 Santa Clara Virtual Parade of Champions \[Council Pillar: Enhance Community Sports, Recreational and Arts Assets\]](#)

**Recommendation:** Approve and authorize the City Manager to allocate \$15,000 in funding, available in the City Manager's Office FY 2020/21 operating budget, for the 2020 Santa Clara Virtual Parade of Champions.

- 2.L 20-535** [Public Hearing: Action on a Tentative Parcel Map for 2305 Mission College Boulevard \[Council Pillar: Promote and Enhance Economic, Housing, and Transportation Development\]](#)

**Recommendation:** Alternative 1:  
Adopt a resolution to approve the Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 2305 Mission College Boulevard.

### **STADIUM AUTHORITY CONSENT ITEMS**

- 2.M 20-758** [Informational Report on Dates and Purpose of Stadium Authority and Stadium Manager Meetings for the Period April 1, 2020 to June 30, 2020 \[Board Pillar: Enhance Community Engagement and Transparency\]](#)

**Recommendation:** Note and file the quarterly report on Stadium Authority and Stadium Manager Meetings for the period of April 1, 2020 to June 30, 2020.

- 2.N 20-692** [Action on Stadium Authority Bills and Claims for the Month of April 2020 \[Board Pillar: Enhance Community Engagement and Transparency\]](#)

**Recommendation:** Approve the list of Stadium Authority Bills and Claims for April 2020.

- 2.O 20-587** [Action on an Agreement with The Pun Group, LLP for Auditing Services for the Santa Clara Stadium Authority for the 2019 College Football Playoff National Championship \[Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium\]](#)

**Recommendation:** Approve and authorize the Executive Director to execute an agreement with the Pun Group to provide auditing services for a twelve-month period for a total maximum not-to-exceed amount of \$23,650.

### **PUBLIC PRESENTATIONS**

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

**CONSENT ITEMS PULLED FOR DISCUSSION**

**PUBLIC HEARING/GENERAL BUSINESS**

3.     **20-768**     [Action on a Written Petition submitted by Joseph Ducato requesting to make changes to the Sewer Ordinance whereby the City reassumes responsibility for maintenance and/or replacement of the sewer laterals located in the public right-of-way \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

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

4.     **20-750**     [Consideration of Silicon Valley Power Quarterly Strategic Plan and Update on the Power Outages and Silicon Valley Power's Response \[Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure\]](#)

***Recommendation:*** Note and file the SVP Quarterly Strategic Plan and Update on the Power Outages and Silicon Valley Power's Response.

**REPORTS OF MEMBERS AND SPECIAL COMMITTEES**

**CITY MANAGER/EXECUTIVE DIRECTOR REPORT**

- 20-719**     [Update on City Council and Stadium Authority Staff Referrals \[Council Pillar: Enhance Community Engagement and Transparency\]](#)
- 20-778**     [Tentative Meeting Agenda Calendar \(TMAC\) \[Council Pillar: Enhance Community Engagement and Transparency\]](#)

**ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, September 1, 2020 in the City Hall Council Chambers.

## **MEETING DISCLOSURES**

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

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

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

**LEGEND:** City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA)

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."



# City of Santa Clara

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

## Agenda Report

---

20-769

Agenda Date: 8/25/2020

---

### SUBJECT

Conference with Legal Counsel-Existing Litigation (CC, SARDA)  
Pursuant to Gov. Code § 54956.9(d)(1)  
*County of Santa Clara, et al., v. City of San Jose, et al.*  
Santa Clara County Superior Court Master Case Number (consolidated) 105CV046005



# City of Santa Clara

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

## Agenda Report

---

**20-780**

**Agenda Date: 8/25/2020**

---

**SUBJECT**

Conference with Real Property Negotiators (CC)

Pursuant to Gov. Code § 54956.8

Property: 500 Benton Street, APN 230-08-078

City/Authority Negotiator: Deanna J. Santana, City Manager (or designee)

Negotiating Parties: Robert Mendelsohn, Republic Metropolitan

Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)



## Agenda Report

20-738

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Recognition of Youth Initiatives during the COVID-19 Pandemic

#### **BACKGROUND**

In March 2020, the State of California and the City of Santa Clara declared states of emergency in response to the novel coronavirus (COVID-19) pandemic. Since that time, COVID-19 has infected over 625,000 people in California, resulting in over 11,000 fatalities (as of August 18, 2020). It has also caused severe economic disruption worldwide.

In response, many individuals and organizations have addressed community needs by sharing their time and resources.

#### **DISCUSSION**

At its August 25, 2020 meeting, the Santa Clara City Council will recognize two (2) local students who have exemplified the spirit of community service and innovation during the COVID-19 pandemic.

#### **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>>.

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

Approved by: Deanna J. Santana, City Manager



# City of Santa Clara

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

## Agenda Report

---

20-712

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic [Council Pillar: Enhance Community Engagement and Transparency]



# City of Santa Clara

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

## Agenda Report

---

20-16

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes [Council Pillar: Enhance Community Engagement and Transparency]

#### RECOMMENDATION

Note and file the Minutes of:

City-School Liaison Committee - February 5, 2020

City-School Liaison Committee - March 25, 2020

Economic Development, Communications, and Marketing Minutes - February 19, 2020

Deferred Compensation Committee Minutes - May 27, 2020



**City of  
Santa Clara**  
The Center of What's Possible



## **MINUTES OF THE CITY-SCHOOL LIAISON COMMITTEE**

City Hall – Council Chambers  
1500 Warburton Avenue, Santa Clara, CA 95050  
Wednesday, February 5, 2020 11:45 a.m. – 1:00 p.m.

### **Council Present:**

Teresa O'Neill, Chair  
Lisa M. Gillmor, Mayor  
Kathy Watanabe, Councilmember

### **Staff:**

Manuel Pineda, Assistant City Manager  
Cynthia Bojorquez, Assistant City Manager  
Dan Winters, Assistant Chief of Police  
Pat Nikolai, Lieutenant  
Andrew Crabtree, Dir. of Community Development

James Teixeira, Dir. of Parks & Recreation  
Dale Seale, Deputy Parks & Recreation Director  
Kendra Davis, Management Analyst  
Anne Tran, Staff Aide I

### **Santa Clara Unified Present:**

Stella M. Kemp, SCUSD Superintendent  
Albert Gonzalez, SCUSD Board of Trustee  
Eric Dill, SCUSD Chief Business Official  
Michele Ryan, SCUSD Board of Trustee

Jodi Muirhead, SCUSD Board of Trustee  
Michal Healy, Dir. Facilities Development Planning  
Jenn Dericco, SCUSD Public Information Officer  
Larry Adams, SCUSD Bond Projects Director

### **1. Call to Order/Introductions**

Meeting was called to order by Chair, Teresa O'Neill at 11:52 a.m.

### **2. Public Presentation**

None

### **3. Approval of Minutes**

Motion to approve the December 4, 2019 minutes by SCUSD Superintendent, Stella Kemp, and unanimous second.

### **4. Update on the legal action with the assessment appeals board decision on the valuation of the 49ers' possessory interest in Levi's Stadium**

The City received the Finding of Facts from the Assessment Appeals Board and is working with the County's Counsel Office in their case against the Appeal Board's decision. There is a possibility that the SCUSD and West Valley Mission Community College will be asked to join assist the County in their case.

## **5. Census 2020**

Management Analyst, Kendra Davis, gave the Committee an update on Census 2020. Census day will commence on April 1, 2020. A list was passed out for the Committee review containing events and activities the City has held and will be holding. The City has been using preexisting avenues of communications, groups and events to help promote and educate. SCUSD staff to get in contact with City staff to collaborate.

## **6. Update on the Agnews School Campus**

All projects are currently on schedule. The elementary and middle school are planned to be opened in August 2021. The permits for the high school are anticipated to be obtained by March and bidding will go out shortly after. The high school opening is scheduled for August 2022. The Zanker Road improvements have been approved and the project is out to bid. SCUSD is hoping to bring a contract to the Board for review and approval in March. The elementary school will be named Abram Agnew Elementary School, the middle school will be named Dolores Huerta Middle School and the high school will be named Kathleen Mac Donald High School.

## **7. Joint Use of Facilities**

City staff and SCUSD staff met in January to review agreements on how facilities were being used by both parties. A meeting was set for March 4, 2020 to continue the discussion. Staff is moving forward with a unified agreement that include all the various facilities. This will replace the current agreements and get both agencies on the same page. Discussions and coordination regarding upcoming fencing projects took place in November or December, to talk about security on campus and the impact on City Parks. SCUSD to coordinate with the City regarding access requirements and expectations going forward. Having a Master Agreement with Exhibits for specific projects with sight specific issues was discussed. This item to come back to the Committee with any draft agreement for Committee, SCUSD Board and City Council review and approval. Fencing projects are estimated to begin in 2020 and completion is set for the end of 2020.

## **8. Parks, Playgrounds & Rehabilitation Projects Update**

Director of Parks and Recreation gave an update on the Machado Park and Playground community meeting taking place February 5, 2020. There is a survey out for the Magical Bridge playground in Central Park. Community meetings and presentations from the Parks and Recreation Commission are complete, the project is estimated to go to Council in April. The Magical Bridge foundation has reached out to SCUSD for joint fundraising. The foundation has been fundraising independently as well. The Reed and Grant Street project completion is estimated for mid-April due to weather delays, a ribbon cutting ceremony will be scheduled once completed. A report on the Meadow Park and Redwood trail at the Santa Clara Square will be coming to City Council later this month. The City is developing a list of their next CIP projects, there was an assessment done on Parks' facilities and amenities. 2019 Art and Wine Festival fundraising funds will be available to organizations in this month. 2020 will be the 40<sup>th</sup> anniversary for the Art and Wine Festival.

## **9. Land Development Update**

Director of Community Development gave an update on two new applications that came in between December and January. There is a 70-unit senior affordable housing application on Kifer Road. Secondly, there is the second Related Santa Clara area plan application, that covers 1.75 million square feet. The first DAP is scheduled to go to the Planning Commission and City Council in March, the second DAP to follow in the next month or so. Director of Community Development to follow up with SCUSD staff regarding the square footage and unit count.

## **10. Adjournment**

The meeting was adjourned at 1:11 p.m. The next meeting will be hosted by the SCUSD on April 1, 2020 at 11:45 a.m.



**City of  
Santa Clara**  
The Center of What's Possible



**MINUTES OF THE CITY-SCHOOL  
LIAISON COMMITTEE  
SPECIAL MEETING**

City Hall - Council Chambers  
1500 Warburton Avenue, Santa Clara, CA 95050  
Wednesday, March 25, 2020, at 11:45 a.m.

**Council Present:**

Teresa O'Neill, Chair  
Lisa M. Gillmor, Mayor  
Kathy Watanabe, Councilmember

**Staff Present:**

Deanna J. Santana, City Manager  
Cynthia Bojorquez, Assistant City Manager  
James Teixeira, Director of Parks & Recreation  
Genevieve Yip, Staff Analyst I

**Santa Clara Unified School District (SCUSD) Present:**

Michelle Ryan, SCUSD Board Chair  
Andrew Ratermann, SCUSD Board Member  
Albert Gonzalez, SCUSD Board Member  
Stella Kemp, Superintendent  
Eric Dill, Chief Business Official  
Karen Luna, Nutrition Services Director

**1. Call to Order**

Chair O'Neill called the meeting to order at 11:55 a.m.

**2. Public Presentations**

None.

**3. Review of Current Supplemental Food Distribution Programs by SCUSD and the City**

Chief Business Official Eric Dill reported that the Santa Clara Unified School District (District) provided over 29,000 meals to roughly 2,900 students on March 23, 2020, at five school sites in Santa Clara, one school site in Sunnyvale, and one school site in San Jose. He further added that the five-day meal plan provides each student with five breakfasts and five lunches for Monday through Friday. Chief Business Official Dill also reported that the District is operating on Mondays in order to limit social contact with the District's employees and to allow sufficient time to prepare, package, and store the meals for distribution for the upcoming distribution. He also reported that District employees-on call volunteered to assist with the distribution of the meals. Superintendent Stella Kemp noted that the District has set up tables strategically to ensure social distancing during the distribution, and the District is preparing for 34,000 meals for the upcoming Monday.

Assistant City Manager Cynthia Bojorquez reported that the Santa Clara Convention Center

has partnered with the City of Santa Clara (City) and has agreed to have their caterers and operators prepare the meals for distribution; she also reported that the City delivered 284 meals to homebound seniors the week prior. She reported that the City is preparing for launch of the Healthy Meals Santa Clara weekend meal programs where the City will distribute 12,000 meals at four sites: Don Callejon School, Wilcox High School, Cabrillo Middle School, and the Santa Clara Senior Center. She noted that the City has mobilized their Parks and Recreation Department staff as they have already been trained for Commodity Point of Distribution (CPOD) as part of their emergency preparedness training; she further noted the City will be activating 80 City employees as Disaster Service Workers beginning March 26, 2020, to assist with the weekend meal distribution.

City Manager Deanna J. Santana noted that, with the sudden change in the local economy, the community's need for economic support and for the basics (e.g., municipal utilities not being turned off, access to more food for their families) is going up and that the City is working to fill the gap. Assistant City Manager Bojorquez reported that she and Chief Business Officer Dill met with Convention Center staff to review the logistics of the weekend meals programs and that the District has offered to provide their refrigerated trucks and to assist with the programs. Chief Business Officer Dill gave an overview of the logistics to the Committee. He also mentioned that the City of San Jose had entered into a Memorandum of Understanding (MOU) agreement with the San Jose Unified School District, and that he will be participating on a conference call regarding it. Assistant City Manager Bojorquez inquired if the District could have their staff park away from the CPOD areas to avoid any traffic confusion.

Mayor Lisa M. Gillmor commented that many family members of those who are part of the School District's nutrition lunch program and the City's senior nutrition have lost their jobs and that the City is looking for ways to help the community as it is anticipated that the community's need for economic support will continue to grow. Mayor Gillmor reported that the Council passed an eviction moratorium to protect residents from homelessness and that the City is developing a COVID-19 small business program to help local businesses. Mayor Gillmor inquired if the District could provide weekend meals for their students by extending their five-day meal plan to a seven-day meal plan which would help the City provide meals for the rest of the community that needs help (e.g., homebound seniors, low-income families).

Superintendent Kemp commented that, while the District is happy to help, she would like to get clarification on what the District is being asked of. Superintendent Kemp also commented that, as it was mentioned that the City of San Jose and San Jose Unified School District entered into a MOU for meal distribution, she'd like to get clarification on what the City is asking the District to do (e.g., preparing meals for the weekend, use of the District's kitchens).

Mayor Gillmor clarified that the City would like the District to help by providing meals to their students for all seven days of the week instead of their current five-day meal plan, which would help the City in being able to provide meals for the rest of the community in need (e.g., homebound seniors, low-income families). To establish a partnership between the City and the District, Assistant City Manager Bojorquez commented that between City staff and volunteers, the City could provide 50% of the staffing requirement to support the four sites in Santa Clara. Superintendent Kemp commented that Committee could take the discussion offline to figure out the details of the partnership. Mayor Gillmor commented that the City is being proactive now so that any necessary gaps can be filled. Chair O'Neill commented that City staff will be in touch with the District for next steps of the partnership.

#### **4. Possible Means of Improving Programs**

This topic was discussed under Agenda Item 3.

**5. Plans for Food Services Going Forward During School Closure**

This topic was discussed under Agenda Item 3.

**6. Review of Service Gaps Exacerbated by COVID-19 Shutdowns and Discussion of Potential Resources**

This topic was discussed under Agenda Item 3.

**7. Adjournment**

The meeting was adjourned at 1:12 p.m.



# City of Santa Clara

## Meeting Minutes

### Economic Development, Communications, and Marketing Committee

---

02/19/2020

3:00 PM

City Hall Council Chambers  
1500 Warburton Avenue  
Santa Clara, CA 95050

---

#### CALL TO ORDER AND ROLL CALL

**Present** 3 - Chair Debi Davis, Member Lisa M. Gillmor, and Member Kathy Watanabe

#### PUBLIC PRESENTATIONS

Kirk Vartan made general comments regarding community perspective on the Worker Cooperatives work effort and on the outreach to the business community conducted by Project Equity and Sustainable Economics Law Center.

#### GENERAL BUSINESS

1. [20-161](#) Review 2020 Economic Development, Communications, and Marketing Committee Workplan

**Recommendation:** Approve the 2020 Economic Development, Communications, and Marketing Committee Workplan.

**Assistant City Manager Shikada presented on the proposed 2020 Economic Development, Communications, and Marketing Committee Workplan.**

**A motion was made by Member Gillmor, seconded by Member Watanabe, and unanimously carried, that the Committee approve the 2020 Economic Development, Communications, and Marketing Committee Workplan.**

**Aye:** 3 - Chair Davis, Member Gillmor, and Member Watanabe

2. [20-162](#) Review Status of Helen Putnam Award for Excellence Application

**City staff provided an update on the work effort on Helen Putnam Award for Excellence program application to submit the City's Bookmobile program in the "Community Services and Economic Development" category. This item was an informational report only, and no action was taken by the Committee.**

3. [20-163](#) Verbal Update on Banner Policy

**Assistant City Manager Shikada provided an update on work effort around the Banner policy and the City's collaboration with Santa Clara University (SCU). SCU Presents Director Butch Coyne made general comments on utilizing the banner poles as marketing tools for the City and as a way to build community partnerships. Hilton Santa Clara General Manager Joseph Eustice made general comments on the possible third-party management of the City's banner poles. Additional general comments were made by Committee stakeholders. No action was taken by the Committee.**

4. [20-164](#) Citywide Communications

4.A. Update on Inside Santa Clara Redesign Survey

**The Director of Communications reported on the Inside Santa Clara Redesign survey results. This item was an informational report only, and no action was taken by the Committee.**

4.B. Update on Community Partners Web Page

**The Director of Communications provided a verbal update on the Community Partners webpage. This item was an informational report only, and no action was taken by the Committee.**

4.C. Discuss Special Events Strategic Marketing

**Assistant City Manager Bojorquez reported that she and Parks and Recreation Department staff were present to listen to the Committee's feedback on special events strategic marketing. The Chair made comments on the marketing and community involvement for the 40th Art and Wine Festival and other City events. Member Gillmor commented the Committee is looking for a strategic marketing plan for large-scale events (e.g., 40th Art and Wine Festival, State of the City, Reed and Grant Streets Sports Park Opening, CityPlace Groundbreaking Ceremony). No action was taken by the Committee.**

4.D. Communications Consultant Overview/Brainstorming

The Director of Communications reported that staff has been working with the communications consultants to develop a workplan. The Director of Communications noted that Meili Chu from Circlepoint was present in the audience to listen to feedback from the Committee and stakeholders and that the meeting audio would be provided to 3fold Communications. Members Gillmor and Watanabe made comments on the CityPlace Groundbreaking Ceremony and involving the community in the event. The stakeholders made general comments. No action was taken by the Committee.

5. [20-165](#) Social Media Analytics Report

The Director of Communications provided a verbal update on the social media analytics quarterly report for Quarter 4 of 2019 (October-December 2019). This item was an informational report only, and no action was taken by the Committee.

**COMMITTEE MEMBERS REPORT**

None.

**GOOD OF THE ORDER**

Stakeholders made various updates on upcoming events.

**ADJOURNMENT**

The Chair called for a Special meeting on March 25, 2020. Prior to adjourning, the Chair invited Youth Commissioner Siya Sharma to speak. Youth Commissioner Sharma made comments on social media strategy. The Chair invited Youth Commissioner Sharma to attend future meetings.

The meeting was adjourned at 4:50 p.m.

City of Santa Clara



Deferred Compensation Committee Minutes  
May 27, 2020

**Committee Members Present:** Kenn Lee, David Battigan, Phil Orr, Steve Hance, Dan Winter

**Committee Members Absent:** None

**City Representatives Present:** Greg Bych, City Manager's Office; Su Reuter, City Attorney's Office; Aracely Azevedo, Marco Mercado, and Ashley Lancaster, Human Resources Department; Jensen Barna and Randy Piotrowski, Department of Finance

**Consultants Present:** Vincent Galindo, Hyas Group; John Steggell, Jake Sours, Dawn Furlo, Nationwide Retirement Solutions

---

A meeting of the City of Santa Clara Deferred Compensation Committee (the "Committee") was held on May 27, 2020.

Agenda Items and Matter for Committee Action:

1. **Call to Order** **Kenn Lee**
  - a. Mr. Lee called the meeting to order at 2:35 PM. A quorum was present.
  - b. Mr. Lee reviewed housekeeping items with the Committee, including:
    - i. The meeting will be held via Zoom to practice and maintain social distancing measures per the County Health Order. Council Chambers will remain open for the public who do not have access to Zoom.
    - ii. The meeting is recorded per the Brown Act and the City Attorney's Office will assist in guiding the Committee through the meeting. Per the Brown Act, the Committee is asked to speak to items indicated on the agenda only.
  
2. **Action on the February 12, 2020 Minutes** **Kenn Lee**
  - a. Mr. Orr made a motion to accept the minutes of the February 12, 2020 Committee meeting. The motion was seconded by Mr. Hance and was approved by a 5-0 vote.
  
3. **Informational Report on Coronavirus Aid, Relief, And Economic Security (CARES) Act** **Vincent Galindo (Hyas Group)**  
**John Steggell (Nationwide)**
  - a. Mr. Galindo and Mr. Steggell presented an informational report on the CARES Act. Included as part of the presentation, Mr. Steggell reviewed *Key Retirement Provisions* document pertaining to the CARES Act. On May 14, 2020, the City opted into all provisions of the CARES Act. Since the inception of plan, the City has processed one loan in the amount of \$100,000. Currently, there have been limited distributions. This will continue to be tracked on a regular basis.

- b. Mr. Steggell presented information to the Committee on what is occurring nationally and being processed nationally for the CARES Act. It was noted that five (5) City employees have contacted Nationwide to inquire about the CARES Act.
- c. Mr. Battigan inquired on what happens when someone withdraws a \$100,000 loan and if it is paid with pre-tax or post-tax dollars. Mr. Steggell informed the Committee the CARES Act allows employees that take distribution to pay back post-tax dollars over a three-year period and employees will only be taxed one time which can be spread over the three-year period.
- d. Mr. Galindo added about 75% of agencies on the West Coast have adopted this to deferred compensation members.
- e. Members of the Committee thanked Nationwide for offering this benefit to City employees.
- f. No public comment. No action on this item was needed.

**4. Informational Report on First Quarter 2020 Performance**

**Vincent Galindo  
(Hyas Group)**

**a. Market Summary**

- i. Mr. Galindo provided a presentation on the *City of Santa Clara Retirement Plan for 457 Compensation plan, First Quarter Performance Report 2020*. Included in the presentation was an overview of the Executive Summary and key indicators of the measure of US Economic Data indicator. There was a record of US history with 126 consecutive months of growing GDP. Due to the COVID outbreak, this growth has stopped. It is predicted that the second quarter number will decrease. Mr. Galindo indicated most agencies are providing stimulus relief. In regard to the unemployment rate, it is projected this rate will continue to grow and increase.
- ii. Mr. Galindo provided a summary of *Bond Market Data, US Treasury Yield Curve, US Equity Market Data, and International Stock Markets*. It is projected that funds in Financials and Energy will decrease. A summary was also provided on the overall Plan Asset Allocation reviewing plan level cash flows, returns, and average account balances.
- iii. Mr. Lee inquired on the type of economic recovery, especially with recession and unemployment and how that will impact growth. Mr. Galindo projected that recovery will be a “W” recovery, due to Shelter in Place and pending if there is a second round of the Pandemic. The goal is to reduce debt to zero. Mr. Galindo projected this recession will be short lived in comparison to previous recessions.
- iv. No other comments from the Committee.

**b. Fund Review**

- i. Mr. Galindo provided an overview of the *Investment Policy Statement Compliance Report* and an overview of all the fund performance.
- ii. No comments from the Committee.

**c. Fee and Revenue Analysis**

- i. Mr. Galindo provided an overview of the *Plan Fee Analysis*. The fund options are located on the far left column of the document, with details for each fund including administrative fees and total investment costs in the remaining columns.
- ii. No comments from the Committee.

- d. No public comment on items A-C. No action on this item was needed.

**5. Informational Report - Nationwide Plan Review**

**John Steggell and Jake  
Sours (Nationwide)**

**a. Quarterly Plan Health Report**

- i. Mr. Steggell provided an overall summary of the *City's Plan Health Report*. As of the

- close of May 26, 2020, the City's asset level was at \$176.5 million. As of March 31, 2020 the average balance was \$159,692,128. It was noted there are 31 new enrollments for the first quarter.
- ii. Mr. Sours provided a summary of how Nationwide is working with employees. Nationwide has provided a link for employees to schedule a virtual meeting with the Nationwide representative, Ms. Furlo. The Human Resources Department new contact will be Mr. Mercado (Assistant Director of Human Resources). Ms. Furlo is actively contacting employees to assist them with adding beneficiaries and will continue to reach out to employees as needed. Ms. Furlo indicated she has been doing webinars to keep employees engaged.
    1. Mr. Lee commented that since there has not been a lot of traction from employees and not getting many appointments online, if there is a way to engage more employees. It was determined Human Resources will send out communication to employees to generate more interest to do virtual appointments.
  - iii. Mr. Steggell continued with a summary of contributions by employees, balance details, and various trends. Mr. Steggell noted that when the Pandemic hit, they implemented a "queue to call back" option, so employees have option for Nationwide to call them back and they do not have to hold on the phone. Nationwide still maintains their contractual obligation to answer employee calls. Most employees are working from home and still assisting City employees during the Pandemic. Upon request, Nationwide will be able to be in the field to assist, if they obtain permission from their corporate office.
  - iv. No other comments from the Committee. No public comment. No action on this item was needed.

**6. Action on Investment Policy Statement**

**Vincent Galindo (Hyas Group)**

- a. Mr. Galindo provided an overview of the Investment Policy Statement, for the City's 457 Compensation Plan (Approved January 16, 2007 and updated May 2020). This document is a roadmap/guideline for fiduciaries to follow standards for metrics of investment option selections for the City. This framework provides the Committee with discretion to review items on a case-by-case basis.
- b. The recommendation from the Committee was to review the redlined document from a high-level overview for the current meeting. Additions to the document since the last Committee meeting included revisions to General Compliance, revisions to General Authority, and the Third Party Administrator.
- c. No comments from the Committee. No public comment.
- d. Mr. Hance made a motion to approve the changes. Mr. Winter seconded the motion to approve and the motion was approved by a 4-0 vote. Mr. Battagin abstained.

**7. Fiduciary Presentation and Training**

**Vincent Galindo (Hyas Group)**

- a. Mr. Galindo provided a training to the Committee on Fiduciary Fundamentals to all Committee members.
- b. Mr. Hance inquired if the City can expect to see a wave of litigation related to Pandemic. Mr. Galindo suggested it is possible pending the outcome of the impact to the market.
- c. Mr. Lee inquired if there was an increase based on market turmoil and litigation. Mr. Galindo indicated there is some correlation, but the difference would be litigation previously was around company stock options.
- d. No other comments from the Committee. No public comment.

**8. Adjournment**

- a. Mr. Lee thanked Mr. Winter on behalf of the Committee for his service to the Committee.
- b. Mr. Winter made a motion to adjourn the meeting. Mr. Battagin seconded the motion to adjourn the meeting and the motion was approved by a 5-0 vote.
- c. Adjournment at 4:06 PM.

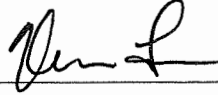
---

Reviewed and Approved by Deferred Compensation Committee on:

8/20/20

Date

Committee Chair:





## Agenda Report

20-690

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Monthly Investment Report for June 2020 and Approve FY 2020/21 Budget Amendments [Council Pillar: Enhance Community Engagement and Transparency]

#### BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the June 2020 investment report and FY 2020/21 budget amendments are submitted for your information.

Staff is currently working on the final reconciliation of the City's finances for the fiscal year ended June 30, 2020 and will bring forward the budgetary year-end report after that analysis is completed. This year-end analysis will include the impacts associated with COVID-19 on both the City's revenue collections and expenditures.

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

#### DISCUSSION

##### Monthly Investment Report (Attachment 1)

All securities held by the City of Santa Clara as of June 30, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for June 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return of 1.70%.

##### Donations to the City

In June 2020, the City received donations totaled \$1,205, bringing the FY 2019/20 donation amount to \$265,314 as shown in the table below.

| Department            | Jun-20          | Fiscal Year 2019/20 |  | Donor   | Designated Use                        |
|-----------------------|-----------------|---------------------|--|---------|---------------------------------------|
|                       |                 | Year To Date        |  |         |                                       |
| City Manager's Office | \$ 1,205        | \$ 1,835            |  | Various | Help Your Neighbor                    |
| City Manager's Office | -               | 100                 |  | Various | Various Programs                      |
| Parks and Recreation  | -               | 34,840              |  | Various | Various Parks and Recreation Programs |
| Parks and Recreation  | -               | 89,834              |  | Various | Arts, Crafts and Wine Festival        |
| Fire                  | -               | 330                 |  | Various | Emergency Supplies                    |
| Police                | -               | 7,000               |  | Various | Police K9 Program                     |
| Non-Departmental      | -               | 131,375             |  | Various | COVID-19 Relief                       |
| <b>TOTALS</b>         | <b>\$ 1,205</b> | <b>\$ 265,314</b>   |  |         |                                       |

**ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

Approval of the FY 2020/21 Budget Amendments included in Attachment 2 is recommended in this report. From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. As detailed in Attachment 2, in the General Fund, the City is recognizing donations on behalf of the Fire Fighter’s Foundation for the Small Business Assistance Program. Recommended actions also include carrying over funding from FY 2019/20 to FY 2020/21 in the Community Development and Human Resources Departments and Non-Departmental for items originally anticipated to be fully expended in FY 2019/20. In the Convention Center Enterprise Fund, actions are recommended to appropriate funding pertaining to the release of Aramark funds to the City for operational expenses at the Convention Center.

| Net Budget Change – FY 2020/21 Budget Amendments |                    |                    |
|--|--------------------|--------------------|
| Fund   | Source of Funds    | Use of Funds       |
| General Fund                                     | \$30,000           | \$30,000           |
| Convention Center Enterprise Fund                | \$1,182,743        | \$1,182,743        |
| <b>Total Net Budget Change</b>                   | <b>\$1,212,743</b> | <b>\$1,212,743</b> |

**COORDINATION**

This report has been coordinated with the City Attorney’s Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file the Monthly Investment Report for June 2020 as presented and Approve FY 2020/21 Budget Amendments.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Monthly Investment Report June 2020
2. FY 2020/21 Budget Amendments



# **City of Santa Clara**

The Center of What's Possible

---

## **MONTHLY INVESTMENT REPORT**

**June 2020**

# **City of Santa Clara**

## **Monthly Investment Report**

### **TABLE OF CONTENTS**

|   |  | <b>Page #</b> |
|---|--|---------------|
| 1 | Summary of Investment Portfolio                      | 1             |
| 2 | Summary of Investments                               | 2             |
| 3 | Investment Maturity Distribution Schedule            | 3             |
| 4 | List of Securities Brokers and Primary Dealers       | 4             |
| 5 | Attachment A: Investment Inventory With Market Value | 5             |

**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of June 30, 2020 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of June 30, 2020.

|                          | <u>BOOK VALUE</u>    | <u>PERCENTAGE</u> |
|--------------------------|----------------------|-------------------|
| City                     | \$753,938,598        | 99.51%            |
| SOSA                     | 23,408               | 0.00%             |
| HA                       | <u>3,659,737</u>     | <u>0.49%</u>      |
| Unrestricted             | \$757,621,743        | <u>100.00%</u>    |
| Restricted Bond Proceeds | <u>2,145,721</u>     |                   |
| Total Investments        | <u>\$759,767,464</u> |                   |

On June 30, 2020 the book value and market value of the City's unrestricted pooled investment portfolio were \$757,621,743 and \$782,166,533, respectively.

Investment Strategy and Market Update

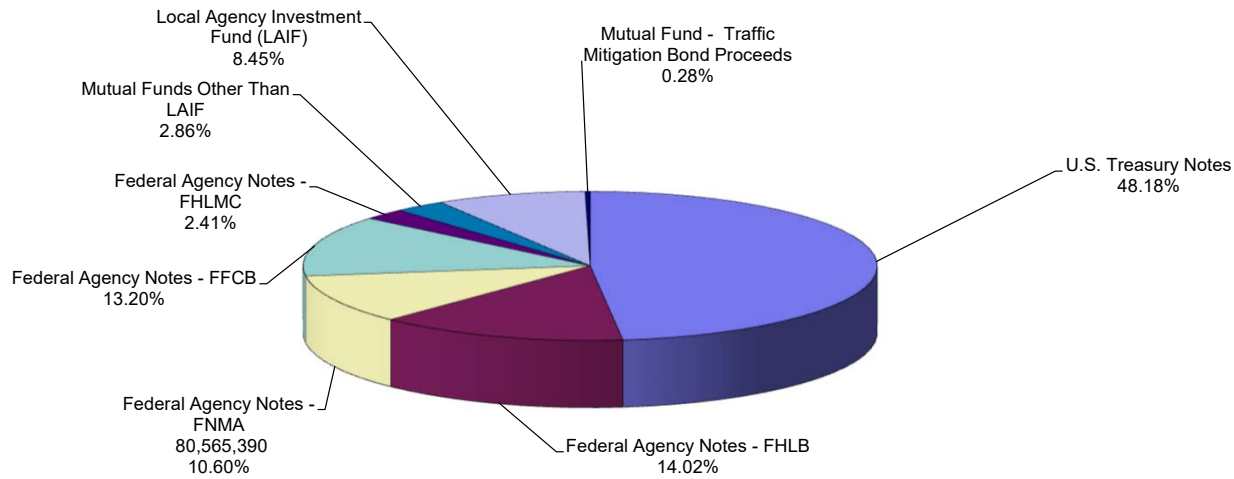
The City's investment strategy for June 2020 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of June 30, 2020, 40.23% of the City's portfolio consists of securities issued by four different Federal Agencies. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.53 years and the City's portfolio yield vs. the 24-month moving average yield of two-year Treasury Notes (Benchmark Yield\*) was as follows:

| <u>PERIOD</u> | <u>CITY'S<br/>PORTFOLIO<br/>YIELD</u> | <u>BENCHMARK<br/>YIELD</u> | <u>AVERAGE<br/>MATURITY<br/>(YEARS)</u> |
|---------------|---------------------------------------|----------------------------|---|
| June 2020     | 1.70%                                 | 1.76%                      | 2.53                                    |
| May 2020      | 1.71%                                 | 1.85%                      | 2.51                                    |
| June 2019     | 2.05%                                 | 2.21%                      | 2.05                                    |

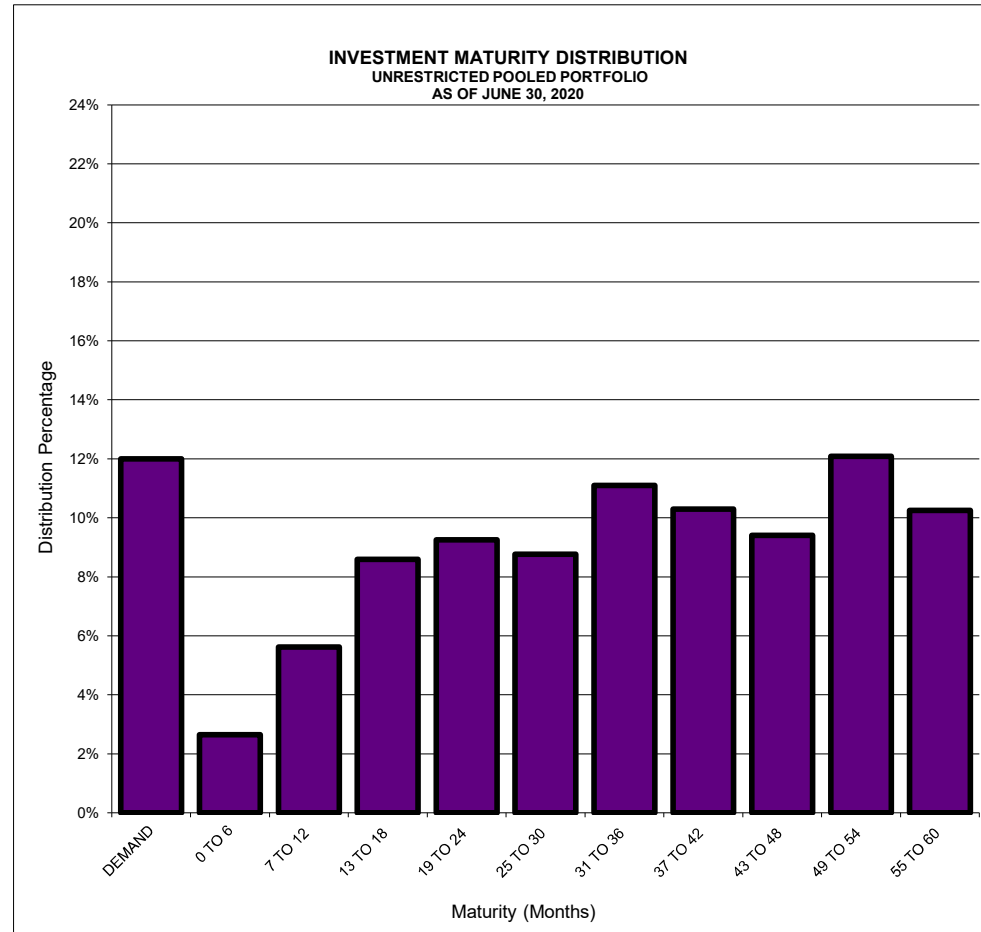
**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS JUNE 30, 2020**

| <u>INVESTMENT TYPE</u>                         | <u>BOOK VALUE</u>     | <u>% OF PORTFOLIO</u> | <u>PER INVESTMENT POLICY</u> |
|--|-----------------------|-----------------------|------------------------------|
| U.S. Treasury Notes                            | 366,061,759           | 48.18%                | No Limit                     |
| Federal Agency Notes - FHLB                    | 106,455,281           | 14.02%                | 40%                          |
| Federal Agency Notes - FNMA                    | 80,565,390            | 10.60%                | 40%                          |
| Federal Agency Notes - FFCB                    | 100,323,244           | 13.20%                | 40%                          |
| Federal Agency Notes - FHLMC                   | 18,311,684            | 2.41%                 | 40%                          |
| Mutual Funds Other Than LAIF                   | 21,697,983            | 2.86%                 | 10% Per Fund                 |
| Local Agency Investment Fund (LAIF)            | 64,206,402            | 8.45%                 | \$65 M                       |
| Mutual Fund - Traffic Mitigation Bond Proceeds | 2,145,721             | 0.28%                 | 10% Per Fund                 |
| <b>TOTAL INVESTMENTS</b>                       | <b>\$ 759,767,464</b> | <b>100.00%</b>        |                              |



**INVESTMENT MATURITY DISTRIBUTION  
AS OF JUNE 30, 2020  
UNRESTRICTED POOLED PORTFOLIO**

| <u>MATURITY<br/>(IN MONTHS)</u> | <u>BOOK VALUE</u>     | <u>NUMBER OF<br/>INVESTMENTS</u> | <u>DISTRIBUTION</u> |
|---------------------------------|-----------------------|----------------------------------|---------------------|
| DEMAND                          | \$ 90,892,221 (a)     | 4                                | 12.00%              |
| 0 TO 6                          | 20,043,509            | 3                                | 2.65%               |
| 7 TO 12                         | 42,548,630            | 8                                | 5.62%               |
| 13 TO 18                        | 65,065,069            | 10                               | 8.59%               |
| 19 TO 24                        | 70,187,605            | 12                               | 9.25%               |
| 25 TO 30                        | 66,402,220            | 13                               | 8.76%               |
| 31 TO 36                        | 84,092,691            | 11                               | 11.10%              |
| 37 TO 42                        | 77,953,136            | 15                               | 10.29%              |
| 43 TO 48                        | 71,275,350            | 14                               | 9.41%               |
| 49 TO 54                        | 91,488,344            | 15                               | 12.08%              |
| 55 TO 60                        | 77,672,968            | 9                                | 10.25%              |
| <b>TOTAL</b>                    | <b>\$ 757,621,743</b> | <b>114</b>                       | <b>100.00%</b>      |



Average Maturity of Unrestricted Pool: 2.53 Years

(a) \$20 million is earmarked for the City's Electric Utility power-trading.

**CITY OF SANTA CLARA**

**List of Securities Brokers and Primary Dealers  
in U.S. Government Securities and Mutual Funds**

Raymond James

Higgins Capital, Inc.

Wedbush Securities

Mutual Securities, Inc.

UnionBanc Investment Services, LLC.

Ladenburg Thalmann & Co. Inc.

UBS Financial Services

All individuals securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with Wells Fargo Bank, N.A..



# Investment Inventory

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/01/2020 12:42:53 PM

Reporting Currency: Local

## City of Santa Clara

### Active Securities

| Inv. No.                           | Description    | CUSIP     | Maturity Date | Purchase Date | Coupon Rate | Trading Yield | Book Price | Original Face | Current Par / Shares | Current Book / Shares |
|------------------------------------|----------------|-----------|---------------|---------------|-------------|---------------|------------|---------------|----------------------|-----------------------|
| <b>Inv Type: 12 TREASURY NOTES</b> |                |           |               |               |             |               |            |               |                      |                       |
| A 17356                            | TREASURY NOTES | 912828J8  | 07/15/2020    | 07/09/2019    | 1.50000     | 1.99920       | 99.75672   | 5,000,000.00  | 5,000,000.00         | 4,987,836.02          |
| A 17296                            | TREASURY NOTES | 912828Q37 | 03/31/2021    | 02/14/2017    | 1.25000     | 1.80370       | 99.47034   | 5,000,000.00  | 5,000,000.00         | 4,973,516.87          |
| A 17322                            | TREASURY NOTES | 9128284G2 | 04/15/2021    | 06/19/2018    | 2.37500     | 2.66206       | 99.72556   | 5,000,000.00  | 5,000,000.00         | 4,986,277.73          |
| A 17343                            | TREASURY NOTES | 912828WR7 | 06/30/2021    | 02/19/2019    | 2.12500     | 2.49623       | 99.64206   | 5,000,000.00  | 5,000,000.00         | 4,982,102.85          |
| A 17369                            | TREASURY NOTES | 912828WY2 | 07/31/2021    | 10/24/2019    | 2.25000     | 1.62190       | 100.92114  | 10,000,000.00 | 10,000,000.00        | 10,092,113.73         |
| A 17338                            | TREASURY NOTES | 9128285F3 | 10/15/2021    | 01/17/2019    | 2.87500     | 2.54320       | 100.47554  | 5,000,000.00  | 5,000,000.00         | 5,023,776.86          |
| A 17321                            | TREASURY NOTES | 912828U65 | 11/30/2021    | 05/22/2018    | 1.75000     | 2.80561       | 98.50529   | 10,000,000.00 | 10,000,000.00        | 9,850,529.23          |
| A 17306                            | TREASURY NOTES | 912828U81 | 12/31/2021    | 11/09/2017    | 2.00000     | 1.91499       | 100.12168  | 5,000,000.00  | 5,000,000.00         | 5,006,083.73          |
| A 17312                            | TREASURY NOTES | 912828V72 | 01/31/2022    | 02/26/2018    | 1.87500     | 2.53059       | 98.76002   | 5,000,000.00  | 5,000,000.00         | 4,938,000.87          |
| A 17297                            | TREASURY NOTES | 912828J43 | 02/28/2022    | 03/03/2017    | 1.75000     | 2.06780       | 99.40017   | 5,000,000.00  | 5,000,000.00         | 4,970,008.23          |
| A 17334                            | TREASURY NOTES | 912828J43 | 02/28/2022    | 12/14/2018    | 1.75000     | 2.76334       | 98.07565   | 5,000,000.00  | 5,000,000.00         | 4,903,782.26          |
| A 17309                            | TREASURY NOTES | 912828W89 | 03/31/2022    | 01/25/2018    | 1.87500     | 2.36836       | 99.06695   | 5,000,000.00  | 5,000,000.00         | 4,953,347.70          |
| A 17308                            | TREASURY NOTES | 912828X47 | 04/30/2022    | 01/22/2018    | 1.87500     | 2.36103       | 99.08122   | 5,000,000.00  | 5,000,000.00         | 4,954,061.22          |
| A 17300                            | TREASURY NOTES | 912828XD7 | 05/31/2022    | 06/09/2017    | 1.87500     | 1.77282       | 100.19434  | 5,000,000.00  | 5,000,000.00         | 5,009,716.82          |
| A 17335                            | TREASURY NOTES | 912828XG0 | 06/30/2022    | 12/21/2018    | 2.12500     | 2.63841       | 99.02644   | 5,000,000.00  | 5,000,000.00         | 4,951,322.12          |
| A 17375                            | TREASURY NOTES | 912828XG0 | 06/30/2022    | 11/25/2019    | 2.12500     | 1.59616       | 101.03032  | 10,000,000.00 | 10,000,000.00        | 10,103,032.29         |
| A 17394                            | TREASURY NOTES | 912828XG0 | 06/30/2022    | 03/25/2020    | 2.12500     | .35146        | 103.52600  | 10,000,000.00 | 10,000,000.00        | 10,352,599.76         |
| A 17315                            | TREASURY NOTES | 9128282P4 | 07/31/2022    | 03/27/2018    | 1.87500     | 2.59150       | 98.31825   | 5,000,000.00  | 5,000,000.00         | 4,915,912.25          |
| A 17303                            | TREASURY NOTES | 912828L24 | 08/31/2022    | 09/29/2017    | 1.87500     | 1.91332       | 99.90870   | 5,000,000.00  | 5,000,000.00         | 4,995,435.00          |
| A 17304                            | TREASURY NOTES | 912828L57 | 09/30/2022    | 10/06/2017    | 1.75000     | 1.95826       | 99.50673   | 5,000,000.00  | 5,000,000.00         | 4,975,336.54          |
| A 17318                            | TREASURY NOTES | 912828W9  | 09/30/2022    | 04/20/2018    | 1.87500     | 2.73997       | 97.97964   | 5,000,000.00  | 5,000,000.00         | 4,898,982.07          |
| A 17305                            | TREASURY NOTES | 912828M49 | 10/31/2022    | 10/31/2017    | 1.87500     | 2.07169       | 99.53516   | 5,000,000.00  | 5,000,000.00         | 4,976,757.82          |
| A 17307                            | TREASURY NOTES | 912828M80 | 11/30/2022    | 12/18/2017    | 2.00000     | 2.16886       | 99.60198   | 5,000,000.00  | 5,000,000.00         | 4,980,098.87          |
| A 17320                            | TREASURY NOTES | 912828N30 | 12/31/2022    | 05/15/2018    | 2.12500     | 2.83558       | 98.34650   | 10,000,000.00 | 10,000,000.00        | 9,834,650.35          |
| A 17398                            | TREASURY NOTES | 912828Z29 | 01/15/2023    | 04/21/2020    | 1.50000     | .23759        | 103.83723  | 10,000,000.00 | 10,000,000.00        | 10,383,722.53         |
| A 17311                            | TREASURY NOTES | 912828P38 | 01/31/2023    | 02/14/2018    | 1.75000     | 2.56648       | 97.71497   | 5,000,000.00  | 5,000,000.00         | 4,885,748.65          |
| A 17314                            | TREASURY NOTES | 912828P79 | 02/28/2023    | 02/28/2018    | 1.50000     | 2.68278       | 96.70482   | 10,000,000.00 | 10,000,000.00        | 9,670,481.93          |
| A 17317                            | TREASURY NOTES | 912828Q29 | 03/31/2023    | 04/11/2018    | 1.50000     | 2.62432       | 96.86140   | 10,000,000.00 | 10,000,000.00        | 9,686,139.54          |
| A 17319                            | TREASURY NOTES | 912828R28 | 04/30/2023    | 05/09/2018    | 1.62500     | 2.82439       | 96.66968   | 10,000,000.00 | 10,000,000.00        | 9,666,968.22          |
| A 17323                            | TREASURY NOTES | 912828R69 | 05/31/2023    | 07/17/2018    | 1.62500     | 2.76332       | 96.82915   | 10,000,000.00 | 10,000,000.00        | 9,682,915.26          |



# Investment Inventory

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/01/2020 12:42:53 PM

Reporting Currency: Local

## City of Santa Clara

### Active Securities

| Inv. No.        | Description    | CUSIP     | Maturity Date | Purchase Date | Coupon Rate | Trading Yield | Book Price | Original Face  | Current Par / Shares | Current Book / Shares |
|-----------------|----------------|-----------|---------------|---------------|-------------|---------------|------------|----------------|----------------------|-----------------------|
| A 17339         | TREASURY NOTES | 912828S35 | 06/30/2023    | 01/17/2019    | 1.37500     | 2.54927       | 96.69170   | 5,000,000.00   | 5,000,000.00         | 4,834,585.10          |
| A 17378         | TREASURY NOTES | 912828S35 | 06/30/2023    | 12/18/2019    | 1.37500     | 1.68234       | 99.10887   | 5,000,000.00   | 5,000,000.00         | 4,955,443.62          |
| A 17395         | TREASURY NOTES | 912828S35 | 06/30/2023    | 04/01/2020    | 1.37500     | .28531        | 103.24926  | 10,000,000.00  | 10,000,000.00        | 10,324,925.51         |
| A 17326         | TREASURY NOTES | 912828Y61 | 07/31/2023    | 09/18/2018    | 2.75000     | 2.89946       | 99.51475   | 5,000,000.00   | 5,000,000.00         | 4,975,737.29          |
| A 17328         | TREASURY NOTES | 912828Y61 | 07/31/2023    | 09/28/2018    | 2.75000     | 2.96165       | 99.31398   | 5,000,000.00   | 5,000,000.00         | 4,965,698.92          |
| A 17324         | TREASURY NOTES | 912828D1  | 08/31/2023    | 09/13/2018    | 1.37500     | 2.86726       | 95.16477   | 5,000,000.00   | 5,000,000.00         | 4,758,238.24          |
| A 17330         | TREASURY NOTES | 912828T26 | 09/30/2023    | 11/14/2018    | 1.37500     | 3.01142       | 94.71483   | 7,500,000.00   | 7,500,000.00         | 7,103,612.30          |
| A 17340         | TREASURY NOTES | 912828T91 | 10/31/2023    | 01/28/2019    | 1.62500     | 2.57947       | 96.87593   | 5,000,000.00   | 5,000,000.00         | 4,843,796.55          |
| A 17345         | TREASURY NOTES | 912828U57 | 11/30/2023    | 02/28/2019    | 2.12500     | 2.49636       | 98.78166   | 5,000,000.00   | 5,000,000.00         | 4,939,083.20          |
| A 17397         | TREASURY NOTES | 912828U57 | 11/30/2023    | 04/20/2020    | 2.12500     | .26347        | 106.47456  | 5,000,000.00   | 5,000,000.00         | 5,323,727.73          |
| A 17346         | TREASURY NOTES | 912828V23 | 12/31/2023    | 03/14/2019    | 2.25000     | 2.43703       | 99.38488   | 5,000,000.00   | 5,000,000.00         | 4,969,243.80          |
| A 17342         | TREASURY NOTES | 912828V80 | 01/31/2024    | 02/14/2019    | 2.25000     | 2.52459       | 98.97394   | 5,000,000.00   | 5,000,000.00         | 4,948,697.06          |
| A 17396         | TREASURY NOTES | 912828Z9  | 01/31/2024    | 04/15/2020    | 2.50000     | .33664        | 108.66355  | 5,000,000.00   | 5,000,000.00         | 5,433,177.37          |
| A 17347         | TREASURY NOTES | 912828W48 | 02/29/2024    | 03/20/2019    | 2.12500     | 2.44026       | 98.81956   | 5,000,000.00   | 5,000,000.00         | 4,940,977.86          |
| A 17352         | TREASURY NOTES | 912828W71 | 03/31/2024    | 04/30/2019    | 2.12500     | 2.31917       | 99.27005   | 5,000,000.00   | 5,000,000.00         | 4,963,502.54          |
| A 17353         | TREASURY NOTES | 912828X70 | 04/30/2024    | 05/17/2019    | 2.00000     | 2.20237       | 99.23748   | 5,000,000.00   | 5,000,000.00         | 4,961,874.14          |
| A 17359         | TREASURY NOTES | 912828WJ5 | 05/15/2024    | 08/16/2019    | 2.50000     | 1.42885       | 104.12437  | 5,000,000.00   | 5,000,000.00         | 5,206,218.69          |
| A 17367         | TREASURY NOTES | 912828WJ5 | 05/15/2024    | 10/11/2019    | 2.50000     | 1.49866       | 103.85420  | 5,000,000.00   | 5,000,000.00         | 5,192,709.89          |
| A 17361         | TREASURY NOTES | 912828XX3 | 06/30/2024    | 08/30/2019    | 2.00000     | 1.41433       | 102.25412  | 5,000,000.00   | 5,000,000.00         | 5,112,706.16          |
| A 17376         | TREASURY NOTES | 9128286Z8 | 06/30/2024    | 12/13/2019    | 1.75000     | 1.73916       | 100.04120  | 7,250,000.00   | 7,250,000.00         | 7,252,987.19          |
| A 17364         | TREASURY NOTES | 912828N9  | 07/31/2024    | 09/11/2019    | 2.12500     | 1.55600       | 102.45271  | 5,000,000.00   | 5,000,000.00         | 5,122,635.55          |
| A 17390         | TREASURY NOTES | 912828U3  | 08/31/2024    | 03/11/2020    | 1.87500     | .62195        | 105.57165  | 5,000,000.00   | 5,000,000.00         | 5,278,582.31          |
| A 17370         | TREASURY NOTES | 912828Y5  | 09/30/2024    | 10/28/2019    | 2.12500     | 1.63086       | 102.12624  | 5,000,000.00   | 5,000,000.00         | 5,106,312.10          |
| A 17373         | TREASURY NOTES | 9128283D0 | 10/31/2024    | 11/19/2019    | 2.25000     | 1.63604       | 102.64263  | 10,000,000.00  | 10,000,000.00        | 10,264,263.00         |
| A 17379         | TREASURY NOTES | 9128283J7 | 11/30/2024    | 01/07/2020    | 2.12500     | 1.61753       | 102.18476  | 5,000,000.00   | 5,000,000.00         | 5,109,238.20          |
| A 17380         | TREASURY NOTES | 9128283P3 | 12/31/2024    | 01/08/2020    | 2.25000     | 1.61863       | 102.71844  | 10,000,000.00  | 10,000,000.00        | 10,271,844.08         |
| A 17399         | TREASURY NOTES | 912828Z52 | 01/31/2025    | 04/23/2020    | 1.37500     | .36501        | 105.08697  | 5,000,000.00   | 5,000,000.00         | 5,254,348.39          |
| A 17389         | TREASURY NOTES | 9128283Z1 | 02/28/2025    | 03/09/2020    | 2.75000     | .60533        | 110.56335  | 10,000,000.00  | 10,000,000.00        | 11,056,334.92         |
| <b>Subtotal</b> |                |           |               |               | 1.94884     | 1.93204       | 100.35963  | 364,750,000.00 | 364,750,000.00       | 366,061,759.03        |



# Investment Inventory

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/01/2020 12:42:53 PM

Reporting Currency: Local

## City of Santa Clara

### Active Securities

| Inv. No.                                   | Description         | CUSIP     | Maturity Date | Purchase Date | Coupon Rate | Trading Yield | Book Price | Original Face | Current Par / Shares | Current Book / Shares |
|--|---------------------|-----------|---------------|---------------|-------------|---------------|------------|---------------|----------------------|-----------------------|
| <b>Inv Type: 21 FHLB MEDIUM TERM NOTES</b> |                     |           |               |               |             |               |            |               |                      |                       |
| A 17256                                    | FHLB MEDIUM TERM NO | 313370US5 | 09/11/2020    | 07/22/2016    | 2.87500     | 1.17592       | 100.82774  | 5,000,000.00  | 5,000,000.00         | 5,041,386.81          |
| A 17282                                    | FHLB MEDIUM TERM NO | 3130A1W95 | 06/11/2021    | 11/18/2016    | 2.25000     | 1.69659       | 100.52874  | 5,000,000.00  | 5,000,000.00         | 5,026,436.97          |
| A 17387                                    | FHLB MEDIUM TERM NO | 3130A1W95 | 06/11/2021    | 02/26/2020    | 2.25000     | 1.25814       | 100.97840  | 5,000,000.00  | 5,000,000.00         | 5,048,919.75          |
| A 17286                                    | FHLB MEDIUM TERM NO | 3130A8QS5 | 07/14/2021    | 11/29/2016    | 1.12500     | 1.81426       | 99.01507   | 5,000,000.00  | 5,000,000.00         | 4,950,753.26          |
| A 17277                                    | FHLB MEDIUM TERM NO | 313378JP7 | 09/10/2021    | 11/01/2016    | 2.37500     | 1.42899       | 101.36660  | 5,000,000.00  | 5,000,000.00         | 5,068,330.10          |
| A 17341                                    | FHLB MEDIUM TERM NO | 3130AFFN2 | 12/10/2021    | 02/11/2019    | 3.00000     | 2.49720       | 100.72121  | 5,000,000.00  | 5,000,000.00         | 5,036,060.70          |
| A 17393                                    | FHLB MEDIUM TERM NO | 313378CR0 | 03/11/2022    | 03/16/2020    | 2.25000     | .71686        | 103.04925  | 5,000,000.00  | 5,000,000.00         | 5,152,462.50          |
| A 17333                                    | FHLB MEDIUM TERM NO | 313383WD9 | 09/09/2022    | 12/13/2018    | 3.12500     | 2.89803       | 100.53203  | 5,000,000.00  | 5,000,000.00         | 5,026,601.32          |
| A 17363                                    | FHLB MEDIUM TERM NO | 3130A3DL5 | 09/08/2023    | 09/06/2019    | 2.37500     | 1.52701       | 102.86759  | 5,000,000.00  | 5,000,000.00         | 5,143,379.72          |
| A 17336                                    | FHLB MEDIUM TERM NO | 3130A0F70 | 12/08/2023    | 01/09/2019    | 3.37500     | 2.72748       | 102.10513  | 5,000,000.00  | 5,000,000.00         | 5,105,256.40          |
| A 17392                                    | FHLB MEDIUM TERM NO | 3130A3VC5 | 12/08/2023    | 03/13/2020    | 2.25000     | .71501        | 105.28435  | 5,000,000.00  | 5,000,000.00         | 5,264,217.38          |
| A 17350                                    | FHLB MEDIUM TERM NO | 3130AB3H7 | 03/08/2024    | 04/12/2019    | 2.37500     | 2.38000       | 99.98037   | 5,000,000.00  | 5,000,000.00         | 4,999,018.25          |
| A 17374                                    | FHLB MEDIUM TERM NO | 3130A1XJ2 | 06/14/2024    | 11/21/2019    | 2.87500     | 1.64101       | 104.73305  | 5,000,000.00  | 5,000,000.00         | 5,236,652.25          |
| A 17365                                    | FHLB MEDIUM TERM NO | 3130AGWK7 | 08/15/2024    | 09/19/2019    | 1.50000     | 1.64476       | 99.37692   | 5,000,000.00  | 5,000,000.00         | 4,968,845.98          |
| A 17368                                    | FHLB MEDIUM TERM NO | 3130A2UW4 | 09/13/2024    | 10/17/2019    | 2.87500     | 1.65699       | 105.24008  | 5,000,000.00  | 5,000,000.00         | 5,262,003.90          |
| A 17391                                    | FHLB MEDIUM TERM NO | 3130A3GE8 | 12/13/2024    | 03/13/2020    | 2.75000     | .76817        | 108.73175  | 5,000,000.00  | 5,000,000.00         | 5,436,587.50          |
| A 17400                                    | FHLB MEDIUM TERM NO | 3130A4CH3 | 03/14/2025    | 04/28/2020    | 2.37500     | .66500        | 108.48368  | 10,000,000.00 | 10,000,000.00        | 10,848,367.78         |
| <b>Subtotal</b>                            |                     |           |               |               | 2.46930     | 1.53522       | 102.90587  | 90,000,000.00 | 90,000,000.00        | 92,615,280.57         |

### Inv Type: 22 FHLB COUPON NOTES

|                 |                   |           |            |            |         |         |           |               |               |               |
|-----------------|-------------------|-----------|------------|------------|---------|---------|-----------|---------------|---------------|---------------|
| A 17354         | FHLB COUPON NOTES | 3130AGMK8 | 06/28/2024 | 06/28/2019 | 2.22000 | 2.22000 | 100.00000 | 5,000,000.00  | 5,000,000.00  | 5,000,000.00  |
| A 17360         | FHLB COUPON NOTES | 3130AGXF7 | 08/26/2024 | 08/26/2019 | 1.65000 | 1.65000 | 100.00000 | 5,000,000.00  | 5,000,000.00  | 5,000,000.00  |
| A 17371         | FHLB COUPON NOTES | 3130AHGL1 | 11/04/2024 | 11/04/2019 | 1.87500 | 1.87500 | 100.00000 | 3,840,000.00  | 3,840,000.00  | 3,840,000.00  |
| <b>Subtotal</b> |                   |           |            |            | 1.91835 | 1.91835 | 100.00000 | 13,840,000.00 | 13,840,000.00 | 13,840,000.00 |



# Investment Inventory

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/01/2020 12:42:53 PM

Reporting Currency: Local

## City of Santa Clara

### Active Securities

| Inv. No.                             | Description      | CUSIP     | Maturity Date | Purchase Date | Coupon Rate | Trading Yield | Book Price | Original Face | Current Par / Shares | Current Book / Shares |
|--------------------------------------|------------------|-----------|---------------|---------------|-------------|---------------|------------|---------------|----------------------|-----------------------|
| <b>Inv Type: 23 FNMA COUPON NOTE</b> |                  |           |               |               |             |               |            |               |                      |                       |
| A 17270                              | FNMA COUPON NOTE | 3136G4BD4 | 03/29/2021    | 09/29/2016    | 1.35000     | 1.35000       | 100.00000  | 5,540,000.00  | 5,540,000.00         | 5,540,000.00          |
| <b>Subtotal</b>                      |                  |           |               |               | 1.35000     | 1.35000       | 100.00000  | 5,540,000.00  | 5,540,000.00         | 5,540,000.00          |

### Inv Type: 24 FNMA MEDIUM TERM NOTE

|                 |                     |           |            |            |         |         |           |               |               |               |
|-----------------|---------------------|-----------|------------|------------|---------|---------|-----------|---------------|---------------|---------------|
| A 17238         | FNMA MEDIUM TERM NO | 3135G0F73 | 11/30/2020 | 03/17/2016 | 1.50000 | 1.60111 | 99.95135  | 10,000,000.00 | 10,000,000.00 | 9,995,134.90  |
| A 17279         | FNMA MEDIUM TERM NO | 3135G0H55 | 12/28/2020 | 11/16/2016 | 1.87500 | 1.58416 | 100.13974 | 5,000,000.00  | 5,000,000.00  | 5,006,986.96  |
| A 17248         | FNMA MEDIUM TERM NO | 3136G02F7 | 05/07/2021 | 06/03/2016 | 1.60000 | 1.47409 | 100.12059 | 2,000,000.00  | 2,000,000.00  | 2,002,411.83  |
| A 17268         | FNMA MEDIUM TERM NO | 3135G0N82 | 08/17/2021 | 08/25/2016 | 1.25000 | 1.29806 | 99.93062  | 10,000,000.00 | 10,000,000.00 | 9,993,062.38  |
| A 17271         | FNMA MEDIUM TERM NO | 3135G0Q89 | 10/07/2021 | 10/11/2016 | 1.37500 | 1.45005 | 99.89192  | 5,000,000.00  | 5,000,000.00  | 4,994,596.05  |
| A 17329         | FNMA MEDIUM TERM NO | 3135G0S38 | 01/05/2022 | 10/11/2018 | 2.00000 | 3.01248 | 98.08607  | 5,000,000.00  | 5,000,000.00  | 4,904,303.30  |
| A 17310         | FNMA MEDIUM TERM NO | 3135G0T78 | 10/05/2022 | 01/29/2018 | 2.00000 | 2.49694 | 98.83467  | 5,000,000.00  | 5,000,000.00  | 4,941,733.33  |
| A 17377         | FNMA MEDIUM TERM NO | 3135G0V75 | 07/02/2024 | 12/18/2019 | 1.75000 | 1.73200 | 100.07724 | 5,000,000.00  | 5,000,000.00  | 5,003,862.12  |
| A 17404         | FNMA MEDIUM TERM NO | 3135G0V75 | 07/02/2024 | 05/15/2020 | 1.75000 | .37700  | 106.26843 | 10,000,000.00 | 10,000,000.00 | 10,626,842.78 |
| A 17382         | FNMA MEDIUM TERM NO | 3135G0X24 | 01/07/2025 | 01/23/2020 | 1.62500 | 1.62771 | 100.04568 | 7,500,000.00  | 7,500,000.00  | 7,503,426.04  |
| A 17401         | FNMA MEDIUM TERM NO | 3135G03U5 | 04/22/2025 | 05/08/2020 | .62500  | .52143  | 100.53031 | 10,000,000.00 | 10,000,000.00 | 10,053,030.56 |
| <b>Subtotal</b> |                     |           |            |            | 1.49903 | 1.39076 | 100.70522 | 74,500,000.00 | 74,500,000.00 | 75,025,390.25 |

### Inv Type: 26 FFCB MEDIUM TERM NOTES

|         |                     |           |            |            |         |         |           |               |               |              |
|---------|---------------------|-----------|------------|------------|---------|---------|-----------|---------------|---------------|--------------|
| A 17234 | FFCB MEDIUM TERM NO | 3133EFYZ4 | 02/10/2021 | 02/18/2016 | 1.37500 | 1.49003 | 99.88964  | 10,000,000.00 | 10,000,000.00 | 9,988,963.72 |
| A 17386 | FFCB MEDIUM TERM NO | 3133EGYS8 | 04/14/2022 | 02/05/2020 | 1.40000 | 1.45104 | 99.89936  | 5,000,000.00  | 5,000,000.00  | 4,994,968.17 |
| A 17357 | FFCB MEDIUM TERM NO | 3133EKVE3 | 07/19/2022 | 07/19/2019 | 1.85000 | 1.88927 | 99.90524  | 5,000,000.00  | 5,000,000.00  | 4,995,262.14 |
| A 17358 | FFCB MEDIUM TERM NO | 3133EKYJ9 | 08/05/2022 | 08/14/2019 | 1.85000 | 1.64384 | 100.49950 | 5,000,000.00  | 5,000,000.00  | 5,024,974.98 |
| A 17366 | FFCB MEDIUM TERM NO | 3133EHM91 | 11/01/2022 | 10/08/2019 | 2.08000 | 1.44004 | 101.55781 | 1,800,000.00  | 1,800,000.00  | 1,828,040.51 |
| A 17316 | FFCB MEDIUM TERM NO | 3133EJGU7 | 12/16/2022 | 03/29/2018 | 2.71000 | 2.63802 | 100.16869 | 5,000,000.00  | 5,000,000.00  | 5,008,434.54 |
| A 17332 | FFCB MEDIUM TERM NO | 3133EJSD2 | 06/19/2023 | 11/29/2018 | 2.89000 | 2.98313 | 99.74015  | 5,000,000.00  | 5,000,000.00  | 4,987,007.52 |
| A 17381 | FFCB MEDIUM TERM NO | 3133ELHZ0 | 07/17/2023 | 01/17/2020 | 1.60000 | 1.61062 | 99.96400  | 5,000,000.00  | 5,000,000.00  | 4,998,200.00 |



# Investment Inventory

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/01/2020 12:42:53 PM

Reporting Currency: Local

## City of Santa Clara

### Active Securities

| Inv. No.        | Description         | CUSIP     | Maturity Date | Purchase Date | Coupon Rate | Trading Yield | Book Price | Original Face | Current Par / Shares | Current Book / Shares |
|-----------------|---------------------|-----------|---------------|---------------|-------------|---------------|------------|---------------|----------------------|-----------------------|
| A 17327         | FFCB MEDIUM TERM NO | 3133EJWV7 | 08/14/2023    | 09/18/2018    | 2.90000     | 3.00096       | 99.67299   | 5,000,000.00  | 5,000,000.00         | 4,983,649.25          |
| A 17331         | FFCB MEDIUM TERM NO | 3133EJD48 | 10/02/2023    | 11/28/2018    | 3.05000     | 3.02402       | 100.08215  | 7,575,000.00  | 7,575,000.00         | 7,581,222.83          |
| A 17355         | FFCB MEDIUM TERM NO | 3133EHN25 | 11/01/2023    | 06/27/2019    | 2.20000     | 1.86612       | 101.11543  | 2,965,000.00  | 2,965,000.00         | 2,998,072.60          |
| A 17348         | FFCB MEDIUM TERM NO | 3133EKBW5 | 02/27/2024    | 03/21/2019    | 2.61000     | 2.46624       | 100.53657  | 5,000,000.00  | 5,000,000.00         | 5,026,828.71          |
| A 17362         | FFCB MEDIUM TERM NO | 3133EKHV1 | 07/22/2024    | 09/05/2019    | 2.45000     | 1.38407       | 104.61916  | 5,000,000.00  | 5,000,000.00         | 5,230,958.08          |
| A 17372         | FFCB MEDIUM TERM NO | 3133EK4Y9 | 11/01/2024    | 11/12/2019    | 1.65000     | 1.80696       | 99.32737   | 5,000,000.00  | 5,000,000.00         | 4,966,368.61          |
| A 17406         | FFCB MEDIUM TERM NO | 3133ELJM7 | 01/23/2025    | 05/19/2020    | 1.65000     | .55565        | 105.57767  | 7,320,000.00  | 7,320,000.00         | 7,728,285.20          |
| A 17405         | FFCB MEDIUM TERM NO | 3133ELZM9 | 05/14/2025    | 05/18/2020    | .50000      | .53498        | 99.83356   | 10,000,000.00 | 10,000,000.00        | 9,983,355.56          |
| A 17408         | FFCB Medium Term No | 3133ELH23 | 06/09/2025    | 06/17/2020    | .50000      | .50501        | 99.98651   | 10,000,000.00 | 10,000,000.00        | 9,998,651.11          |
| <b>Subtotal</b> |                     |           |               |               | 1.79514     | 1.64841       | 100.66551  | 99,660,000.00 | 99,660,000.00        | 100,323,243.53        |

### **Inv Type: 28 FHLMC MEDIUM TERM NOTES**

|                 |                     |           |            |            |         |         |           |               |               |               |
|-----------------|---------------------|-----------|------------|------------|---------|---------|-----------|---------------|---------------|---------------|
| A 17388         | FHLMC MEDIUM TERM N | 3134G9M20 | 07/26/2021 | 02/26/2020 | 1.87500 | 1.27522 | 100.99525 | 5,000,000.00  | 5,000,000.00  | 5,049,762.50  |
| A 17402         | FHLMC MEDIUM TERM N | 3137EAER6 | 05/05/2023 | 05/11/2020 | .37500  | .27702  | 100.29507 | 5,000,000.00  | 5,000,000.00  | 5,014,753.33  |
| A 17407         | FHLMC MEDIUM TERM N | 3137EAEP0 | 02/12/2025 | 05/21/2020 | 1.50000 | .52602  | 104.94337 | 5,000,000.00  | 5,000,000.00  | 5,247,168.33  |
| <b>Subtotal</b> |                     |           |            |            | 1.25522 | .69155  | 102.07789 | 15,000,000.00 | 15,000,000.00 | 15,311,684.16 |

### **Inv Type: 29 FHLMC COUPON NOTES**

|                 |                    |           |            |            |         |         |           |              |              |              |
|-----------------|--------------------|-----------|------------|------------|---------|---------|-----------|--------------|--------------|--------------|
| A 17351         | FHLMC COUPON NOTES | 3134GTKG7 | 05/03/2024 | 05/03/2019 | 2.60000 | 2.60000 | 100.00000 | 3,000,000.00 | 3,000,000.00 | 3,000,000.00 |
| <b>Subtotal</b> |                    |           |            |            | 2.60000 | 2.60000 | 100.00000 | 3,000,000.00 | 3,000,000.00 | 3,000,000.00 |

### **Inv Type: 65 Govt Mutual Fund - Fidelity**

|                 |                     |  |            |            |        |        |           |      |               |               |
|-----------------|---------------------|--|------------|------------|--------|--------|-----------|------|---------------|---------------|
| A 17403         | FIDELITY GOVERNMENT |  | 07/01/2020 | 05/08/2020 | .10503 | .10503 | 100.00000 | 0.00 | 21,697,982.92 | 21,697,982.92 |
| <b>Subtotal</b> |                     |  |            |            | .10503 | .10503 | 100.00000 | 0.00 | 21,697,982.92 | 21,697,982.92 |



# Investment Inventory

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/01/2020 12:42:53 PM

Reporting Currency: Local

## City of Santa Clara

### Active Securities

| Inv. No.  | Description         | CUSIP     | Maturity Date | Purchase Date | Coupon Rate     | Trading Yield | Book Price | Original Face | Current Par / Shares | Current Book / Shares |                |               |
|---|---------------------|-----------|---------------|---------------|-----------------|---------------|------------|---------------|----------------------|-----------------------|----------------|---------------|
| <b><u>Inv Type: 99 LOCAL AGENCY INVESTMENT FUND</u></b> |                     |           |               |               |                 |               |            |               |                      |                       |                |               |
| A 16059   | STATE OF CA DEMAND  |           | 07/01/2020    | 09/30/1997    | 1.99277         | 1.99277       | 100.00000  | 0.00          | 64,206,402.35        | 64,206,402.35         |                |               |
|   |                     |           |               |               | <b>Subtotal</b> |               | 1.99277    | 1.99277       | 100.00000            | 0.00                  | 64,206,402.35  | 64,206,402.35 |
| <b><u>Inv Type: 305 MUTUAL FUNDS-FIDELITY</u></b>       |                     |           |               |               |                 |               |            |               |                      |                       |                |               |
| A 17385   | FIDELITY PRIME MMKT |           | 07/01/2020    | 12/13/2019    | .43808          | .43808        | .00000     | 0.00          | 0.00                 | 0.00                  |                |               |
|   |                     |           |               |               | <b>Subtotal</b> |               | .00000     | .00000        | .00000               | 0.00                  | 0.00           | 0.00          |
| <b><u>Inv Type: 315 MUTUAL FUNDS-DREYFUS</u></b>        |                     |           |               |               |                 |               |            |               |                      |                       |                |               |
| A 16064   | DREYFUS TREASURY CA |           | 07/01/2020    | 10/31/1997    | .09416          | .09416        | 100.00000  | 0.00          | 2,145,721.00         | 2,145,721.00          |                |               |
|   |                     |           |               |               | <b>Subtotal</b> |               | .09416     | .09416        | 100.00000            | 0.00                  | 2,145,721.00   | 2,145,721.00  |
| <b>Grand Total</b>                                      |                     | Count 115 |               |               |                 | 1.87706       | 1.71368    | 100.71948     | 666,290,000.00       | 754,340,106.27        | 759,767,463.81 |               |

## FY 2020/21 Budget Amendments

### General Fund (001)

| Department  | Source of Funds | Use of Funds  | Explanation   |
|---|-----------------|---------------|---|
| Donations / City Manager's Office - Small Business Assitance Program  | 30,000          | 30,000        | Recognizes and appropriates donations through the Santa Clara Fire Fighter's Foundation to the Small Business Assistance Program in the City Manager's Office operating budget.   |
| Community Development Department - Housing - Materials/Services/Supplies                                      |                 | 100,000       | Increases the appropriation in the Community Development Department Contractual Services account by \$100,000 as a rebudget item. On March 24, 2020, the City Council approved an emergency ordinance establishing a temporary 45-day moratorium on evictions to protect residents from potential displacement during the COVID-19 emergency (RTC 20-430). As part of that action, the Council also approved funding of \$100,000 to be used for third-party services to enforce that ordinance and provide support to tenants and landlords. These funds were not expended in FY 2019/20. The City has reached an agreement with a third-party and approval of this budget amendment will allow the City Manager to enter into an agreement for the aforementioned services. |
| Human Resources Department - Recruitment, Classification, and Staff Development - Materials/Services/Supplies |                 | 50,000        | Increases the appropriation to the Human Resources Department Contractual Services account by \$50,000 as a rebudget item. As part of the Adopted FY 2019/20 Operating Budget, the City Council approved funding of \$50,000 to be used for the update of the City's Civil Service rules and regulations. These funds were not expended in FY 2019/20. The approval of this action to rebudget \$50,000 will allow the City Manager to execute a legal services agreement to begin the work in FY 2020/21.  |
| Non-Departmental - Materials/Services/Supplies  |                 | 146,750       | Increases the appropriation to the Non-Departmental Contractual Services account by \$146,750 as a rebudget item. As part of the Adopted FY 2019/20 Operating Budget, the City Council approved funding of \$200,000 to be used for third-party consultants to support the City's General Fund revenue strategies. The approval of this action to rebudget the remaining \$146,750 that was not expended in FY 2019/20 will allow the City to continue these services to expand current revenue sources and explore new revenue opportunities.  |
| Budget Stabilization Reserve  |                 | (296,750)     | Decreases the Budget Stabilization Reserve to offset the actions recommended above.   |
|   | <b>30,000</b>   | <b>30,000</b> |   |

### Convention Center Enterprise Fund (860)

| Department   | Source of Funds  | Use of Funds     | Explanation   |
|--|------------------|------------------|---|
| Beginning Fund Balance / Aramark Funds - Convention Center | 1,182,743        | 1,182,743        | Appropriates the release of funds from the Convention Center's Aramark Reserve. This funding was received prior to the close of FY 2019/20. This funding is recommended to be appropriated for City staff use for unanticipated expenses necessary for the City's oversight of the Convention Center or its operation, including but not limited to emergency repairs, equipment, and services. |
|  | <b>1,182,743</b> | <b>1,182,743</b> |   |



## Agenda Report

20-682

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on a Request for a Special Permit to Allow Seasonal Christmas Tree Sales Events at 2610 El Camino Real from November 10, 2020 through December 24, 2020. [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

#### BACKGROUND

The applicant, Holly Prinz of ABC Tree Farms, LLC, is requesting a Special Permit pursuant to Zoning Code Section 18.60.030 to allow seasonal Christmas Tree sales events located at 2610 El Camino Real (the Moonlite Shopping Center). The property is zoned for commercial use (Community Commercial). The Community Commercial zoning district does not identify outdoor seasonal sales events as a use permitted by right or through issuance of a Use Permit. However, City Code Section 18.60.030 allows activities to be performed in any non-industrial Zoning District for any use not otherwise regulated within the Zoning Code upon issuance of a Special Permit by the City Council.

The site is developed with commercial uses. Neighboring land uses include Saratoga Creek, multi-family residential and commercial development.

The Christmas Tree sales event will begin on November 20, 2020, and end on December 24, 2020, with setup beginning on November 10, 2020 and breakdown of the setup to be completed by December 31, 2020. The hours of operation for the Christmas Tree lot will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 9:00 a.m.-9:30 p.m., Friday and Saturday.

The Christmas Tree sales event would include temporary tents, a dumpster area, and a storage container. Power will be supplied by Silicon Valley Power. The property is owned by Moonlite Associates LLC which has provided written authorization for the temporary use.

#### DISCUSSION

The proposed temporary use, with limited duration and operations proposed, is not anticipated to adversely impact the surrounding land uses in that the events will occur over a limited time period and will be subject to conditions which mitigate potential negative impacts, including a condition of approval that the use be conducted in a manner that does not create a public nuisance or private nuisance. Any possible impacts would also be offset by the benefit to the community from the event. The Special Permit is subject to revocation should a problem arise. Pumpkin Patch and Christmas Tree lots operated at this location in prior years have not resulted in any known negative impacts to the community.

The proposed project will allow the purchase of trees for the surrounding community. The proposed use could impact the availability of parking to support the host shopping center. However, given the site context and the limited timeframe of the proposed use, the benefits of providing access to holiday décor outweigh the potential disadvantages, and conditions of approval help protect the surrounding community from adverse impacts.

In light of COVID-19, the applicant, ABC Tree Farms, is prepared to conduct alternate scenarios for operation and crowd control with social distancing guidelines in place. ABC Tree Farms acknowledges that the Special

Permit will be subject to any current City, County, or State guidelines enforced during the time of operation which may result in revocation of the Special Permit and mandatory cessation of operations.

### **Draft Permit and Conditions**

The proposed permit would be subject to conditions of approval as follows:

1. Special Permit shall be valid from November 20, 2020 through December 24, 2020; with set-up beginning on November 10, 2020, and breakdown/clean-up to be completed by December 31, 2020, with the following sales allowances:
  - a. Christmas Tree sales: November 20, 2020 through December 24, 2020;
1. Christmas Tree lot hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 9:00 a.m.-9:30 p.m.;
2. The applicant shall obtain and comply with all applicable Santa Clara Building Division and/or Fire Department directives, permits, and requirements, including but not limited to temporary electrical and tent permits;
3. The applicant shall obtain an amplified music permit and shall comply with City Code Section 9.10.040, noise and sound regulation;
4. The applicant with comply with any City, County, or State guidelines related to COVID-19 protocols enforced during the time of operation which may result in revocation of the Special Permit and mandatory cessation of operations;
5. The applicant shall obtain temporary sign permits for all temporary signs advertising the events;
6. There shall be no "searchlight" beams, streamers, or roof-mounted balloons during the event;
7. Upon conclusion of the Christmas Tree sales events, the parking lot shall be cleaned and returned to its prior condition; and
8. The use shall operate in a manner that does not create a public or private nuisance.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15304(e) (Class 4 - "Minor Alterations to Land") as it consists of "[m]inor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc."

### **FISCAL IMPACT**

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

### **COORDINATION**

This report has been coordinated with the City Attorney's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Approve the request of a Special Permit to allow for a Christmas Tree sales events at 2610 El Camino Real from November 20, 2020 through December 24, 2020, subject to conditions.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. ABC Tree Farms 2610 El Camino Real Operations Plan
2. Christmas Tree Site Plan

**Method of Operations Proposed Christmas Tree Sales**  
**ABC Tree Farms, LLC**  
**Moonlite Center**  
**2610 El Camino Real, Santa Clara, CA**  
**APN 290-06-020**  
**2020**

Proposed days of operation are November 10, 2020 through December 31, 2020 for Christmas tree sales which includes several days before and after for lot set up and tear down. Lot will be open to the public from November 20 through December 24, 2020. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 9:00 AM and remain open until 9:30 PM.

The area will be as diagrammed in the attached Potential Christmas Tree Sales Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 100' tent that will have a posted Maximum Occupancy signs of 180 and is made of flame retardant materials with posted label. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed.

Items that will be sold will be Christmas trees, wreaths and garlands and assorted Christmas Holiday Items. Anticipated attendance over the course of the 30 day period is approximately 1500 families. Our application is similar to the operations we ran in the 2016-2019 seasons.

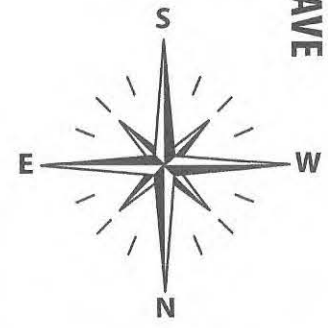
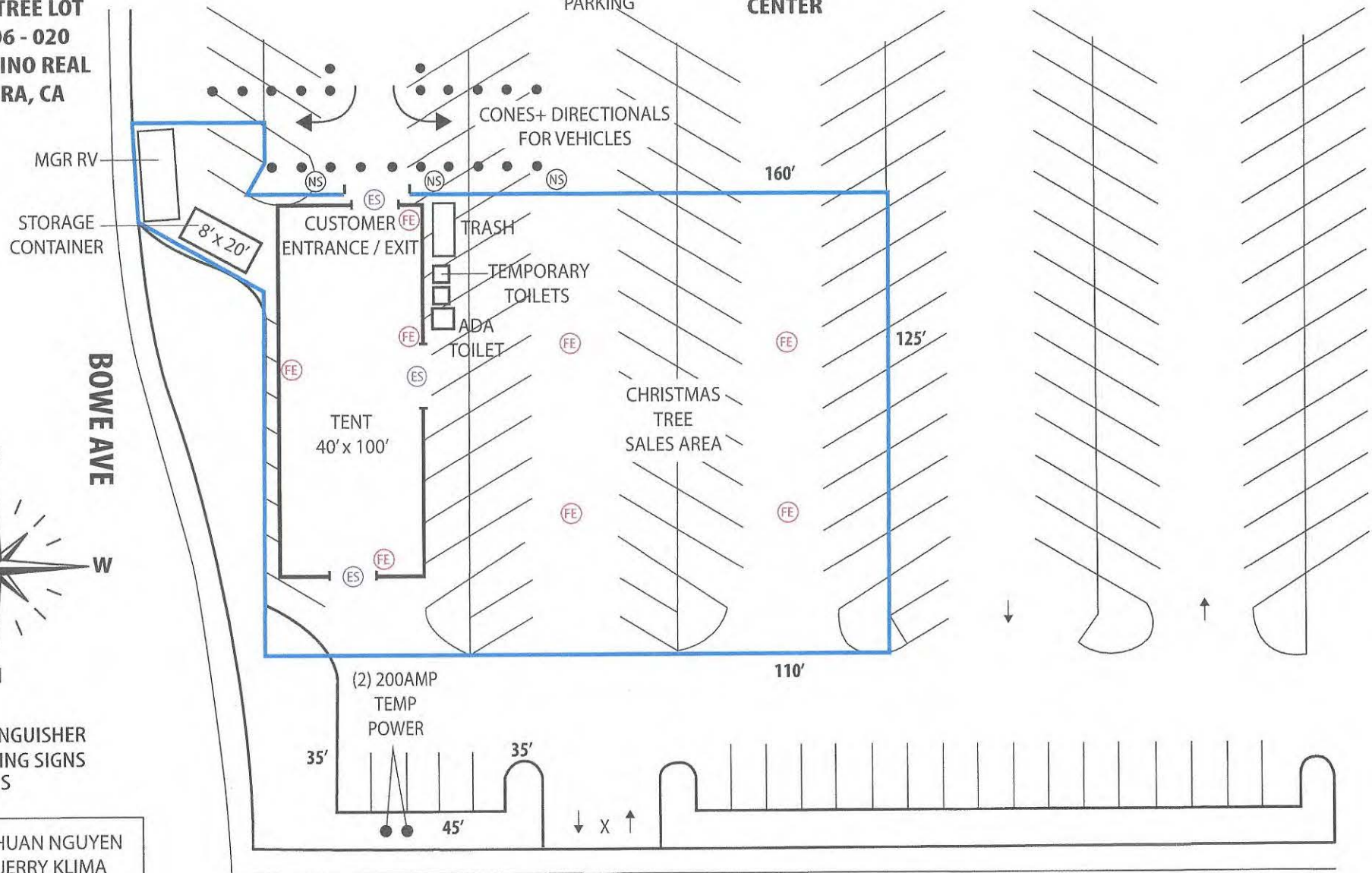
**In light of COVID-19, we are prepared for "alternate" scenarios and crowd control, social distancing, etc. We would be happy to discuss these options via teleconference if deemed necessary. We understand that any permit to operate is also subject to any current city, county or state ordinances. We also understand that at any time we can be shut down by the city, county or state in the case of a second virus outbreak and non-essential businesses not being able to do operate.**

If you require further information please contact the project manager, Holly Prinz, at 707-775-1520 or via email at [abctreefarms@gmail.com](mailto:abctreefarms@gmail.com).

Jerome R Klima JR  
LLC Member  
ABC Tree Farms, LLC

**ABC TREE FARMS  
CHRISTMAS TREE LOT  
APN 290 - 06 - 020  
2610 EL CAMINO REAL  
SANTA CLARA, CA**

**MOON LIGHT  
CENTER**

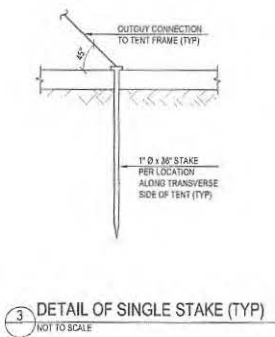
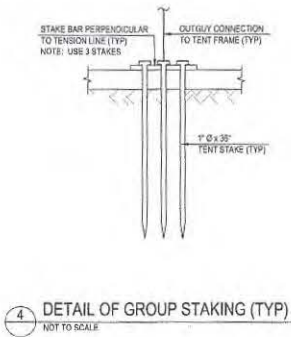
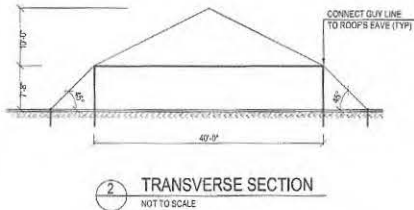
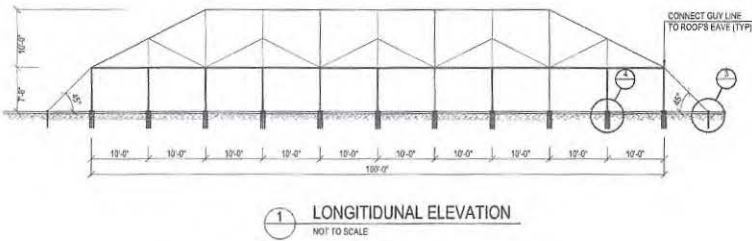
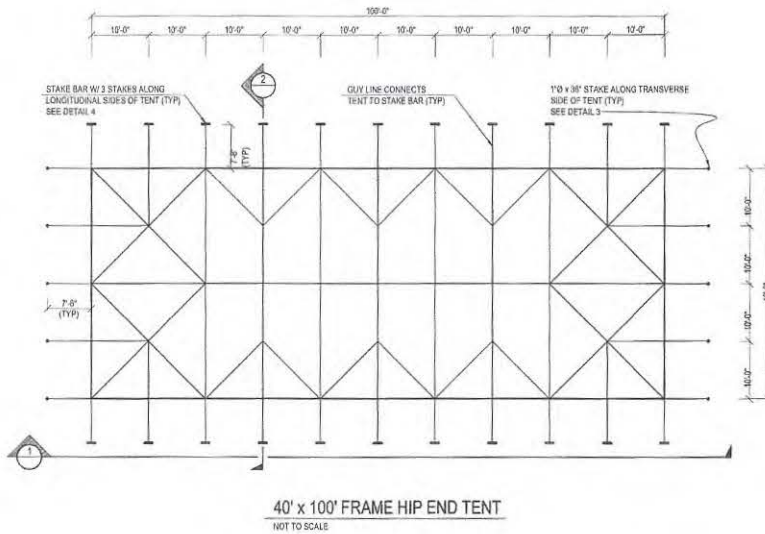
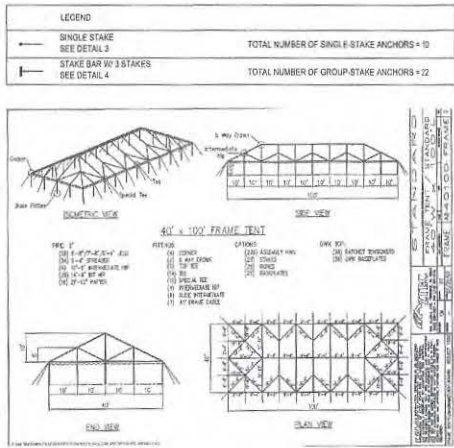


- Ⓛⓔ = FIRE EXTINGUISHER
- ⓃⓈ = NO SMOKING SIGNS
- ⓔⓈ = EXIT SIGNS

**DRAWN BY: HUAN NGUYEN  
CONTACT: JERRY KLIMA  
TELEPHONE: 503 975 8733**

SCALE:  $\frac{1 \text{ INCH}}{25 \text{ FEET}}$

**EL CAMINO REAL**



General Notes

**40' x 100' FRAME HIP END TENT  
2610 EL CAMINO REAL  
SANTA CLARA, CA 95051**

|     |                |      |
|-----|----------------|------|
| No. | Revision/Issue | Date |
|     |                |      |

Firm Name and Address  
**GEISSLER ENGINEERING**  
**Civil & Structural**  
 235 MONTGOMERY STREET SUITE 1011  
 SAN FRANCISCO, CA 94104  
 TEL: (415) 780 - 5636

Project Name and Address  
 40' x 100' HIP END TENT  
 2740 EL CAMINO REAL  
 SANTA CLARA, CA 95051

|             |              |
|-------------|--------------|
| Project     | Sheet        |
| ES7 - 2343  | S1           |
| Date        | Scale        |
| 30 AUG 2017 | NOT TO SCALE |



## Agenda Report

20-684

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### SUBJECT

Note and File the 2020 Evaluation Report of the Hazard Mitigation Plan [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### BACKGROUND

The City of Santa Clara's Hazard Mitigation Plan (HMP) was adopted by the City Council on December 19, 2017 as Annex L of the City's Emergency Operations Plan. The Federal Emergency Management Agency (FEMA) determined Volume 2 of the HMP to also be the City's Floodplain Management Plan during the 2018 audit of the City's National Flood Insurance Program's (NFIP) Community Rating System (CRS). Consequently, an Annual Evaluation of the HMP is required by FEMA as part of their annual audit of the City's CRS.

The CRS is a voluntary incentive program that recognizes and encourages floodplain management activities that exceed the minimum NFIP requirements. Flood insurance premium rates for residents and businesses are discounted to reflect the reduced flood risk. The City is currently designated as CRS Class 7, which means the City's residents and businesses in a Special Flood Hazard Area (SFHA) are eligible for a 15% insurance premium discount, and others in the City not in a SFHA are eligible for a 5% insurance premium discount.

#### DISCUSSION

The Evaluation Report of the HMP documents the City's progress on hazard mitigation objectives determined in 2017. The report was prepared by the City's Office of Emergency Services with input from the Hazard Mitigation Review Committee comprised of City Department leaders and private sector partners, who met on July 15 and October 29, 2019, and January 13, 2020. Due to the COVID-19 pandemic and the City's emergency response to that effort, meetings were not held in April or July 2020. However, the Evaluation Report has been updated to reflect changes since the pandemic response. Quarterly meetings will resume after Emergency Operations Center activities decrease in response to the current COVID-19 pandemic.

One finished objective is the completion of the desilting of the Westside Retention Basin. This desilting restored the original storage (capacity) of the basin to hold additional storm water and reduce flooding risk.

Flood preparedness will continue to increase with the introduction of new objectives which involve restoring the original storm water storage capacity of the Eastside Retention Basin, "rehabilitating" the Laurelwood Storm Pump Station, and replacing the Westside Storm Pumps.

Other 2019 highlights for the City of Santa Clara include the following:

- Incorporated the Hazard Mitigation Plan into the City's General Plan;
- Launched a Training Program for appointed Emergency Operations Center (EOC) staff that exceeds the National Incident Management system (NIMS) training requirements with the goal for staff to achieve Level III credentialing defined by the California Specialized Training Institute (CSTI), the training branch of the California Governor's Office of Emergency Services (Cal OES);
- Hired a Consultant to complete a Water Utility Risk and Resilience Assessment (RRA) by March 31, 2020 and an Emergency Response Plan by September 30, 2020 for the City's Water/Sewer Utility. This will support emergency response actions to the City to reduce risk and enhance resilience from water service disruption for the benefit of customers. The RRA identifies and characterizes both asset-specific and system-wide vulnerabilities and threats, as well as quantifying the consequences of disruption, preserving property and maintaining community trust in the City;
- Initiated a citywide generator replacement project after a comprehensive review of the City's generator capacity;
- Initiated rehabilitation of three water storage tanks that store over 13 million gallons. This includes a seismic upgrade to the tanks. All new water pipelines (installed) over the last 10 years have been fully restrained with thrust blocks for dual protection; and
- Continued a major condition assessment of the sanitary sewer pipes and appurtenances using closed-circuit-television (CCTV) technology. The City has \$13 million budgeted for system improvements to repair defects identified by the condition assessments, which will continue to assist with mitigating hazards.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

There is no fiscal impact other than staff time.

### **COORDINATION**

This report has been coordinated with the City Attorney's Office, City Manager's Office, Silicon Valley Power, Water & Sewer Utilities, the Community Development, Police, and Public Works Departments.

### **PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and File the 2020 Evaluation Report of the Local Hazard Mitigation Plan.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. 2020 Evaluation Report of the Local Hazard Mitigation Plan
2. 2017 Annex L, Hazard Mitigation Plan, Volume 2

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

## **Background**

The City of Santa Clara's Hazard Mitigation Plan (HMP) was adopted by the City Council on December 19, 2017 as Annex L of the City's Emergency Operations Plan and is available on the City website in the Emergency Preparedness section. This Evaluation Report of the HMP documents the City's progress on hazard mitigation objectives determined in 2017 and was prepared by the City's Office of Emergency Services with input from the Hazard Mitigation Review Committee. This is the second year that the Committee is providing an evaluation to the City Council.

The Hazard Mitigation Review Committee, comprised of the same City Departments and private sector partners<sup>1</sup> that developed the HMP, discussed the progress of objectives via email, small group meetings and three committee meetings that were held on July 15 and October 29, 2019, and January 13, 2020. Due to the COVID-19 pandemic and the City's emergency response to that effort, meetings were not held in April or July 2020. However, this evaluation report has been updated to reflect changes made since the pandemic response. Quarterly meetings will resume after Emergency Operations Center activities decrease in response to the current COVID-19 pandemic.

The HMP will be considered outdated as of December 19, 2022, but an Evaluation Report of the plan will be completed in 2021.

## **Community Outreach**

This report will be submitted to the City Council during a meeting on August 25, 2020. In addition, the City will share information about the Evaluation Report through the City Manager's Blog. The blog is available online and distributed electronically to eNotify subscribers including the public and local media. Details about the City conducting a review of the City's HMP were featured in the March 22, 2019 blog. Also, the City will publish the Evaluation Report on the City website, SantaClaraCA.gov, in the Public Works section.

## **Summary of Progress**

Thirty objectives were identified in the HMP Action Plan in 2017 (with three new objectives identified since then) and are noted in the following pages beginning with SC-1 through SC-33. After the objective is stated, the status is described as "ongoing", "not yet started," "new" or "finished." The status of "ongoing" is considered to be synonymous with "in progress." Of the 33 objectives, 24 are ongoing, four are not yet started and one is finished. One objective was deleted and integrated into two others for clarity. In addition, three new objectives are identified.

The four objectives that are not yet started are not behind schedule. Three of them were long-term in implementation and one is expected to be initiated in 2020.

---

<sup>1</sup> Kaiser Santa Clara Medical Center and Intel Corporation represent the private sector.

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

The finished objective is the completion of the desilting of the Westside Retention Basin. This desilting restored the original storage of the basin to hold additional storm water and reduce flooding risk.

Flood preparedness will continue to increase with the introduction of new objectives which involve restoring the original storm water storage capacity of the Eastside Retention Basin, “rehabilitating” the Laurelwood Storm Pump Station, and replacing the Westside Storm Pumps.

## **Action Plan Objectives**

**SC-1**—Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses.

Status: Ongoing. The City of Santa Clara permits retrofits of existing structures, including flood-proofing, consistent with the building code. In addition, the City is supportive of other agencies, including the Santa Clara Valley Water District (Valley Water), in their efforts to remove structures from hazard-prone areas. The Office of Emergency Services and the Fire Department (OES/FIRE) will support Community Development’s lead on this effort and assist with identifying applicable funding.

**SC-2**—Continue to support the hazard mitigation planning actions identified in this plan.

Status: Ongoing. This objective is re-worded for clarity. OES/FIRE will continue to support hazard mitigation planning actions in the City.

**SC-3**—Actively participate in the plan maintenance strategy identified in this plan.

Status: Ongoing. OES/FIRE will continue to coordinate the maintenance strategy identified in this plan.

**SC-4**—Consider participation in incentive-based programs such as Tree City and Storm Ready.

Status: Ongoing. The City of Santa Clara has been recognized as a Tree City USA for the past 31 years running. Although the City participates extensively in storm readiness, it is not currently an official Storm Ready City. Pursuing an official Storm Ready designation is not a priority at this time as this would require resources that exceed the City’s current capacity such as a 24-hour Emergency Operations Center and trained “severe weather spotters.” The City leverages working relationships with the National Weather Service and the County Office of Emergency Management to maintain situational awareness of the weather and messages the community through the City’s communications channels with severe weather notices and preparedness information.

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

**SC-5**—Maintain good standing under the National Flood Insurance Program (NFIP) by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an updated, adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts. Continue participating in the Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

Status: Ongoing. The City of Santa Clara participates in the Federal Emergency Management Agency's (FEMA's) Community Rating System (CRS). CRS is a program that requires annual evaluation through which FEMA rewards communities that perform floodplain management activities above and beyond the minimum requirements of the NFIP. The City has a CRS class 8 rating, so residents and businesses can receive a 15% discount in insurance premiums for properties in Special Flood Hazard Areas and a 5% discount in insurance premiums for properties outside Special Flood Hazard Areas.

The City maintains its participation in NFIP, CRS and PPI. The City had its 5-year cycle visit for CRS in September 2018 and met with other Santa Clara County communities for the annual PPI evaluation in February 2019.

**SC-6**—Integrate the Hazard Mitigation Plan into other plans, programs, or resources that dictate land use or redevelopment, such as the General Plan, Climate Action Plan (CAP), Zoning Ordinance, Building Code, etc.

Status: Ongoing. The City of Santa Clara has incorporated the HMP into the City's General Plan through its Safety Goals and Policies. In addition, the CAP Update will incorporate adaptation and resilience measures from the HMP into the CAP's adaptation element.

**SC-7**—Ensure that mandated training is provided to all EOC employees to achieve Level III Credentialing as defined by the California Governor's Office of Emergency Services and ensure that employee training records are securely maintained.

Status: Ongoing. The objective is reworded for clarity. EOC staff have the goal of completing training to achieve Level III credentialing defined by the California Specialized Training Institute (CSTI), the training branch of the California Governor's Office of Emergency Services (Cal OES).

As a short-term objective to this goal, the City Manager formally appointed City staff to work in the EOC as part of a formal training program that was launched in September 2019.

**SC-8**—This objective was deleted and integrated into SC-7 and SC-9.

**SC-9**—Based on EOC staffing capabilities assessment, ensure that all Fire and Police Department

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

staff who may be assigned the role of Incident Commander at an emergency/disaster scene have received Incident Commander training; and ensure that employee training records are securely maintained.

Status: Ongoing. The Fire Department is training Captains and above to the Incident Command System (ICS)-300 level and Battalion Chiefs and above to the ICS-400 level. The Police Department is training Lieutenants and above to the ICS-300 level and Captains and above to the ICS-400 level.

**SC-10**—Monitor local availability of upcoming training opportunities for City staff regarding incident staffing, disaster response, and recovery.

Status: Ongoing. OES/FIRE monitors local availability of training opportunities and notifies applicable EOC staff.

**SC-11**—Continue to conduct EOC tabletop exercise(s) to evaluate capabilities and train employees in their assigned EOC role(s).

Status: Ongoing. OES/FIRE continues the implementation of trainings, drills, and exercises, including the provision of training during EOC activations. OES conducted a tabletop exercise on August 26, 2019, in preparation for Public Safety Power Shutoffs and the 3<sup>rd</sup> Annual *Prepare Santa Clara* EOC Exercise was held on November 7, 2019. Exercises are currently on hold as the EOC is activated for COVID -19 response.

**SC-12**—Develop and exercise a Disaster Debris Management Plan.

Status: Not yet started. However, the City is further in development of a disaster debris management plan based upon the disaster recovery and reimbursement process for the 2017 Winter Storms that concluded in late 2018. The formal plan is a long-term goal.

The County of Santa Clara is planning to write a debris management plan that is expected to include a template for local jurisdictions to use in developing plans for debris management.

**SC-13**—Enhance public education and awareness of natural and manmade hazards in the community and public understanding of disaster preparedness, including foreign language translations.

Status: Ongoing. Community Emergency Response Team (CERT) training is currently on hold during the pandemic. Prior to the COVID-19 response, CERT training continued with the newly implemented continuing education classes provided in partnership with northern cities in the County. In partnership with the Santa Clara County Office of Emergency Management, the City distributed disaster preparedness materials in English, Spanish, Mandarin, and Vietnamese. City

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

departments distributed these materials throughout City Hall and to the community, including at fire stations, the Community Recreation Center, Teen Center, Youth Activity Center, Senior Center, the Mission Branch, Central, and Northside Libraries. The Fire and Police Departments and City Manager's Office also distributed the materials at trainings and special events.

The Public Works Department distributed Family Emergency Starter Kits, provided by Valley Water, at the City's recent Art and Wine Festivals. The kit includes an emergency blanket, rain poncho, hand crank flashlight, whistle, gloves and glow stick. Around 300 kits were distributed over two days at the 2019 Art & Wine Festival held at Central Park. In addition, the Fall/Winter Edition of *Inside Santa Clara* provides winter preparedness tips. OES/FIRE also provided two pilots of the emergency preparedness *Listos* training program in Spanish, one in October 2019 and another in February 2020 and trained over 80 Spanish-speaking students.

**SC-14**—Develop improved capabilities to incorporate Geographic Information System (GIS) technology by all departments into EOC operations.

Status: Ongoing. This objective is re-worded for clarity. The Fire Department has a GIS-based operating picture in the EOC and will continue to add layers for increased situational awareness.

**SC-15**—Conduct a test of emergency communications and information systems interoperability, to establish baseline capabilities for employee call-back, communications between the EOC and incident command, and communications with the Operational Area and Mutual Aid resources.

Status: Ongoing. Baseline capability with the AlertSCC application for employee callback was established in August 2018. Key EOC leadership positions may also be notified through the low technology option of telephone. Confidential wallet cards with EOC staff contact information are maintained and updated regularly for this option. Communications between the EOC and Incident Command are tested regularly during Levi's Stadium events, the last time being January 19, 2020 during the NFC Championship Playoff. Monthly EOC-to-EOC Radio tests are conducted. Communications with the Operational Area and Mutual Aid resources are implemented day-to-day with the Police and Fire Departments. As another means of redundant communication, satellite phones were provided to nine key EOC staff who were trained in how to operate them on December 5, 2019.

The City's Alert and Notification Workgroup reconvened in November 2019.

**SC-16**—Conduct a gap analysis of the Santa Clara City Emergency/Disaster preparedness and response program to include a comprehensive review of employee training requirements and needs, plans and procedures, EOC equipment and staffing capabilities, and related analyses.

Status: Ongoing. Workload analysis of the OES resulted in the addition of an OES Staff Aide in

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

April 2018. A draft Incident Response Guide for Public Safety Power Shutoff was developed in September 2019. The EOC Training Program formalized for appointed EOC staff in September 2019 includes the “*First Thursday EOC Training Day*” which involves the EOC being open for drop-in training activities on the first Thursday of the month. This remains temporarily suspended after the March 2020 First Thursday Training Day as the EOC was activated for COVID response and infection control measures were implemented to support social distancing.

The City has hired a consultant to complete a Risk and Resilience Assessment (RRA) by March 31, 2020 and an Emergency Response Plan (ERP) by September 30, 2020 to meet federal regulations under the America’s Water Infrastructure Act (AWIA). The Consultant shall conduct a thorough review of all critical assets and risk assessment of the water system that involves all hazards that include natural hazards, dependency and proximity threats, offsite threats and malevolent threats that might impact water system operations and engineering systems.

The purpose of the RRA and ERP is to identify City response actions during an emergency that will maintain the expected quantity of water, maintain water quality, protect employees, minimize disruption to the public, preserve property, and maintain community trust in the City.

**SC-17**—Acquire a mobile Emergency Operations Center.

Status: Acquisition is not yet started, and OES/FIRE is no longer seeking grant opportunities for this in consideration of higher priorities. This continues to be a low priority in consideration of available resources.

**SC-18**—Develop unmanned aerial vehicle (UAV) capability for hazard mitigation surveys and post-disaster damage assessments; and develop policies, procedures and staff training guidelines for UAV use.

Status: Ongoing. The Fire Department is purchasing a UAV and pursuing FAA approvals to operate it within the City. It is recommended that a policy be developed regarding UAV capability and for the public to be made aware. The Police Department is developing applicable UAV policies for both the Police and Fire Departments. As of October 2019, both Fire and Police Departments obtained Council approvals to purchase UAV capabilities.

**SC-19**—Enhance Fire Department field inspection system using portable computers for engine company inspections and Fire Prevention inspections, to integrate inspections, re-inspections, invoicing, permits, Certified Unified Program Agency (CUPA) and business license data.

Status: Ongoing. The Fire Department is coordinating purchase with the Community Development and Finance Departments of a common software platform (i.e. Accela) to accomplish this objective.

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

**SC-20**—Conduct seismic and functional assessment of Emergency Operations Center.

Status: The assessment has not yet started. However, a seismic and functional assessment of the EOC is part of a facilities infrastructure assessment of Fire Department buildings expected to be initiated in 2020.

**SC-21**—Replace emergency generators for the City's critical facilities, including Fire Stations 5, 7, 8 and 9.

Status: Ongoing. This objective was reworded for clarity. Emergency generators for Fire Stations 7 and 8, and for the EOC are in phase I of a generator replacement project. The phase I generator replacement project will be awarded in FY19-20 for construction in FY 20-21. Fire Station 5 may be renovated or rebuilt, so it is not included in the CIP project. Five storm drain pump stations (SDPS) are on the list for phase II of the generator replacement project. Design for the phase II generator replacement project is anticipated to begin in the spring 2020. Funding for Phase II and future phases is dependent on budget approval. The Water and Sewer Department has added five of their emergency generators to the CIP to be included in Phase 2 and 3 of the project. They are also procuring portable generators and assessing the need for trailer-mounted generators for pump stations and wells in collaboration with the Public Works Department (for portable generators for Water, Sewer, and Storm Pump stations).

**SC-22**—Maintain and improve Water and Sewer Utilities as necessary to ensure systems can maintain their functionality in response to potential hazards such as drought, flood or earthquakes.

Status: Ongoing. The Water and Sewer Utilities Department is looking toward a number of improvements that will assist with hazard mitigation. Currently, Water and Sewer Utilities is conducting assessment and rehabilitation of the City's three water storage tanks that store over 13 million gallons. The rehabilitation includes requiring a seismic upgrade to the tanks. The City will be spending approximately \$1 million on the seismic upgrades. All new water pipelines over the last 10 years have been fully restrained with thrust blocks for dual protection.

Public Works and Water and Sewer Utilities Departments are collaborating to conduct a major condition assessment and subsequently repair of the sanitary sewer pipes and appurtenances using closed-circuit-television (CCTV) technology. The City has \$13 million budgeted for system improvements to repair defects identified by condition assessments that will continue to assist with mitigating hazards.

Currently, the City has a voluntary 10 percent reduction in water demands even though there is no drought in the Santa Clara Valley. The City continues to implement its Water Shortage Contingency Plan when needed, which sets potable water demand reductions. The City continues to implement its existing permanent water waste prohibitions.

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

The City of Santa Clara Water & Sewer Utilities Department owns and operates three (3) welded steel potable water tanks located at 200 Lawrence Expressway, adjacent to the Agilent Technologies site and provides water storage to customers for daily operations and emergency supply needs. Serra Tank 1 built in 1964 has a capacity of 4.6 million gallons (MG), Serra Tank 2 built in 1967 with a capacity of 4.4 MG, and 1981 built Serra Tank 3 has a capacity of 4.2 MG. located at 200 Lawrence Expressway, adjacent to the Agilent Technologies site and provides water storage to customers for daily operations and emergency supply needs.

The proposed scope consists of rehabilitating three welded steel potable water storage tanks to comply with Occupational Safety and Health Administration (OSHA), American Water Works Association (AWWA), and the California Building Code seismic regulations. Work specific to each tank includes, but is not limited to, the removal and replacement of the existing interior and exterior coating, new cathodic protection system, replacement of existing structural rafters and supports, steel banding around the tank circumference, safety anchorage points, ventilation systems, and modified overflow drainage systems. The site improvement scope consists of new piping, site grading, drainage, and access around the tank perimeter. Enhancements to the instrumentation, electrical and control systems, are also proposed to replace outdated infrastructure. Finally, a new tank mixing system is proposed to enhance the water quality inside the tanks.

**SC-23**—Integrate climate change and natural hazards planning into current city plan revisions and future planning initiatives.

Status: Ongoing. Climate Change is addressed both in the sustainability chapter of the City's General Plan and in the CAP. The CAP, which the City is in the process of updating, will include the more stringent 2030 reduction targets, along with adaptation and resiliency measures.

**SC-24**—Develop and maintain a landscape design manual to provide general guidance and education to the public on water efficiency in landscaping and to serve as a resource for water efficient landscape design and installation in compliance with the State Water Efficiency Landscape Ordinance (as amended), including lists of recommended site appropriate native and drought-tolerant plant species.

Status: Ongoing. The City offers a number of design and conservation resources on its website, including <http://www.mynativeplants.com/site/plants> , and Valley Water's [Rules of Thumb for Water-Wise Gardening](#)

**SC-25**—Continue to improve the City's bike network in coordination with partner agencies, such as the Valley Transportation Authority (VTA).

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

Status: Ongoing. Significant progress has occurred in this area as described below.

The City of Santa Clara prepared a draft Bicycle Master Plan Update (2018) that was updated and approved in 2019. The VTA has been a key stakeholder in the development of the draft plan. The draft plan is the culmination of a yearlong effort to engage the community in the process of developing the plan through a series of public workshops and online tools for capturing input from residents and street network users. The draft plan was released for public comment from February to March of 2019. The bike master plan contains a set of project recommendations along corridors and intersections to build out our bicycle network throughout the city. These projects are ranked in order of priority for our top 30 projects and cost estimates are included for all projects within the plan. The city has 58.8 miles of existing bikeways, and at complete build-out there would be 130 miles of bikeways. The Bicycle Master Plan was adopted by the Council in summer 2019.

- Creek Trail Master Plan. Creek trails are for both pedestrians and bicyclists. The Creek Trail Master Plan encompasses new trails of approximately 9+ combined miles along Calabazas Creek, a major portion of Saratoga Creek, and the Hetch Hetchy corridor (which is under the jurisdiction of the San Francisco Public Utilities Commission). Coordination with numerous stakeholders (Valley Water, Santa Clara County, City of Sunnyvale, Union Pacific Railroad, etc.) for this project has been a challenge, but progress is being made as we are targeting to complete the Master Plan with 30% design plans in the fall of 2020.
- Completed bike projects in the last two years:
  1. Scott Boulevard (Central Expressway – Monroe Street) 1 mile
  2. Tasman Drive (Sunnyvale – San Jose) 1.5 miles
  3. San Tomas Expressway (El Camino Real – Homestead Road) separated trail 1 mile
- Planned bike projects in the next year:
  1. Lick Mill Boulevard (Tasman Drive – Montague Expressway) 1.5 mile
  2. Benton Street (El Camino Real – Monroe Street) .5 miles
  3. Mission College Boulevard (Sunnyvale – Great America Parkway) 1 mile

**SC-26**—Hire or assign a management-level staff member as the Sustainability Manager to coordinate sustainability efforts among different departments and outside agencies.

Status: Ongoing. The City Manager’s Office addressed this with an Assistant City Manager and a Risk Manager.

**SC-27**—Continue to implement and monitor the current 2014 Climate Action Plan (CAP) and prepare a comprehensive update to the CAP to comply with state greenhouse gas reduction targets. Include adaptation strategies within the updated CAP.

# City of Santa Clara Evaluation Report on Implementation of the Hazard Mitigation Plan, August 25, 2020

Status: Ongoing. The City is in the process of updating the CAP to include more stringent 2030 reduction targets, along with adaptation and resiliency measures.

**SC-28**—Increase situational awareness capacity in the EOC by expanding GIS resources and providing air-to-ground communications.

Status: Ongoing. Levi's Stadium has air-to-ground communications, and the EOC has established communications with Levi's Stadium. The Police Department has audio communications with both the Sheriff's Office and the San Jose Police Department. The County Sheriff is in the process of developing air-to-ground communications that may benefit the City in the future.

**SC-29**—Secure all critical infrastructure in the EOC, the EOC perimeter, and immediate vicinity.

Status: Not yet started. However, security in the EOC was increased with the addition of security badges in early 2020. Grant opportunities to establish an EOC secure perimeter will continue to be assessed.

**SC-30**—Restore the original storage capacity of the Westside Retention Basin to hold additional storm water and reduce flooding risk by desilting the basin.

Status: Finished. The Westside Retention Basin desilting project is completed.

**SC-31: NEW.** Restore the original storage capacity of the Eastside Retention Basin to hold additional storm water and reduce flooding risk by desilting the basin. Funding for the design of the project was transferred to another storm drain project, Laurelwood Storm drain pump station rehabilitation project (higher priority). The additional funding request for the desilting project is pending CIP Budget FY20-21 & FY21-22 approval. If the project is budget approved, preliminary design is estimated to start in Fiscal Year 2021-22.

**SC-32: NEW.** Laurelwood Storm Pump Station Rehabilitation: The pump station was constructed in 1986 and there have been no major improvements to the station since its construction. The Project will modify existing headworks of the wet well, replace existing pumps with new, replace pump controls, improve station configuration, and rehabilitate existing building structure to meet current building codes. The proposed improvements will help the station to meet or exceed the station capacity and improve efficiency.

The project is in design phase and tentative construction completion date is Fall 2022.

**SC-33 NEW.** Replace the Westside Storm Pumps: The Westside Retention Basin Pump Replacement Project is to replace all five pumps (three large pumps and two dry weather flow pumps), associated motors, appurtenances and structural components. The project is awarded and is scheduled to be completed by fall 2020.

City of Santa Clara  
Emergency Operations  
Plan

**Annex L**  
Hazard Mitigation Plan  
Volume 2



**City of  
Santa Clara**  
The Center of What's Possible

# Table of Contents

|   |             |
|---|-------------|
| <b>14. City of Santa Clara</b> .....  | <b>14-1</b> |
| 14.1 Hazard Mitigation Plan Point of Contact.....                               | 14-1        |
| 14.2 Jurisdiction Profile .....   | 14-1        |
| 14.3 Development Trends .....   | 14-2        |
| 14.4 Capability Assessment .....  | 14-2        |
| 14.5 Integration with Other Planning Initiatives .....                          | 14-9        |
| 14.6 Jurisdiction-Specific Natural Hazard Event History.....                    | 14-9        |
| 14.7 Jurisdiction-Specific Vulnerabilities .....                                | 14-10       |
| 14.8 Hazard Risk Ranking .....  | 14-10       |
| 14.9 Status of Previous Plan Actions.....                                       | 14-10       |
| 14.10 Hazard Mitigation Action Plan and Evaluation of Recommended Actions ..... | 14-10       |
| 14.11 Additional Resources .....  | 14-15       |

# 14. CITY OF SANTA CLARA

---

## 14.1 HAZARD MITIGATION PLAN POINT OF CONTACT

### Primary Point of Contact

Lisa Schoenthal, Emergency Services Coordinator  
Santa Clara Fire Department  
777 Benton Street  
Santa Clara, CA 95050  
(408) 615-4990  
lschoenthal@santaclaraca.gov

### Alternate Point of Contact

Bill Kelly, Fire Chief  
Santa Clara Fire Department  
777 Benton Street  
Santa Clara, CA 95050  
(408) 615-4900  
wkelly@santaclaraca.gov

## 14.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—July 5, 1852
- **Current Population**—123,752 as of January 1, 2016
- **Population Growth**—Based on the data tracked by the state Department of Finance, the City of Santa Clara has experienced a gradual rate of growth since the year 2000. The overall population has increased by 4.14 percent since 2010 and growth averaged 1.23 percent per year from 2000 to 2014. The City is an important employment center and houses approximately 122,000 jobs. The City is projected by the Association of Bay Area Governments (ABAG) in 2030 to have a resident population of 141,700 and to support 137,480 jobs.
- **Location and Description**—The City of Santa Clara encompasses 18.41 square miles, and is located 45 miles south of San Francisco and 382 miles north of Los Angeles. The City of Santa Clara is situated near to the south end of San Francisco Bay in Santa Clara County, also known as Silicon Valley in recognition of the region’s leadership in worldwide technology innovations. The City boundaries are completely urbanized, and the City is bordered by other urbanized areas, including San Jose, Cupertino and Sunnyvale. The City is developed on relatively flat terrain and drained by three seasonal creeks, San Tomas Aquino, Saratoga and Calabazas creeks, all of which empty into the southern portion of San Francisco Bay. The Guadalupe River, which also drains into the Bay, defines part of the city’s eastern boundary.
- **Brief History**—By 1850, when California became a state, Santa Clara was an established frontier settlement. In 1851, Santa Clara College, now Santa Clara University, was founded on the Mission site. The incorporation of Santa Clara as a City followed in 1852. In 1866, the City officially established a grid street system to accommodate anticipated growth. The City of Santa Clara, “The Mission City,” has been transformed over the past century, from a small agricultural town to a major employment and community center in Silicon Valley. It is called the “Mission City” in reference to the Mission Santa Clara de Asis, which opened in 1777 as one of 21 Spanish missions established by Franciscan padres along El Camino Real in California. The central core of the City grew outward from the original downtown and the Old

Quad residential area around the University and Agnew Village - a satellite area that established a base for residential neighborhoods in north Santa Clara. Primarily an agricultural community through the mid-1900s, the City of Santa Clara evolved to become a family-oriented, suburban community of comfortable neighborhoods in the post-World War II era, and as the heart of Silicon Valley in the electronics industry boom of the 1970s. In 2014, Levi's Stadium opened in Santa Clara as the home of the San Francisco 49ers football team and a premier sports and entertainment venue that hosted Super Bowl 50.

- **Climate**—The City of Santa Clara's climate is Mediterranean in nature, with mild temperatures year-round. January is on average the coolest month with an average low temperature of 42°F and an average high temperature of 58°F. July is on average the warmest month with an average low temperature of 58°F and an average high temperature of 82°F. Average annual rainfall is 14 inches, with rain concentrated in the winter months (November through March).
- **Governing Body Format**—Santa Clara is a Charter City with a City Council - City Manager form of government, with the City Manager and City Attorney appointed by City Council. The City of Santa Clara is governed by a seven-member city council. The Police Chief and City Clerk are elected positions. The City Manager is responsible for hiring all other City staff, preparing an annual budget, and general oversight of City operations, including the City's utilities. The City consists of fourteen departments: Community Development, Electric Utilities (Silicon Valley Power), Finance, Fire, Human Resources, Information Technology, Library, Parks and Recreation, Public Works, Police, Water and Sewer Utilities, City Attorney's Office, City Clerk's Office and the City Manager's Office. The City also has a separate Stadium Authority and Housing Authority which are overseen by the City Council. The City has nine commissions which report to the City Council. The City Council assumes responsibility for the adoption of this plan; the City Manager will oversee its implementation.

## 14.3 DEVELOPMENT TRENDS

The City of Santa Clara has seen remarkable interest and activity in both commercial and residential development during 2015 and 2016, and economic forecasts anticipate this to continue at a steady level in the next few years. Building permit valuations projected for permit activities in 2015-16 show \$1.4 billion in valuation attributed to 8,000 building permits, versus \$890 million in valuation attributed to 7,180 building permits in the previous fiscal year. The strength of the economy has spurred a number of new developments, in addition to advancing a number of significant private development projects that were previously approved by the City prior to the last recession. These projects are providing construction jobs and tenant employment, leading to secondary jobs, new rental housing and home sales, and consumer and business spending. Table 14-1 summarizes development trends in the performance period since development of the previous hazard mitigation plan and expected future development trends.

## 14.4 CAPABILITY ASSESSMENT

### 14.4.1 Resources for the 2017 Planning Initiative

This sections lists the technical reports, plans, and regulatory mechanisms reviewed to provide information for inclusion in the 2017 Multi-Jurisdiction Hazard Mitigation Plan for both Volume 1 and Volume 2 (Santa Clara Annex).

Table 14-1. Recent and Expected Future Development Trends

| Criterion   | Response  |      |      |      |      |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
|---|---|------|------|------|------|------|------|---------------|----|----|----|----|----|--------------|----|---|---|----|----|-------------------------------------|------|------|------|------|------|
| <p>Has your jurisdiction annexed any land since the development of the previous hazard mitigation plan?</p> <ul style="list-style-type: none"> <li>If yes, give the estimated area annexed and estimated number of parcels or structures.</li> </ul>                                  | No  |      |      |      |      |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| <p>Is your jurisdiction expected to annex any areas during the performance period of this plan?</p> <ul style="list-style-type: none"> <li>If yes, please describe land areas and dominant uses.</li> <li>If yes, who currently has permitting authority over these areas?</li> </ul> | <p>Yes</p> <p>Small leftover areas, generally vacant and adjacent to creeks. All are infill parcels.</p> <p>County of Santa Clara.</p>  |      |      |      |      |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| <p>Are any areas targeted for development or major redevelopment in the next five years?</p> <ul style="list-style-type: none"> <li>If yes, please briefly describe, including whether any of the areas are in known hazard risk areas</li> </ul>                                     | <p>Yes</p> <p>General Plan contains nine focus areas where significant development is anticipated, plus substantial redevelopment is expected in various employment areas, particularly in many areas north of the Caltrain tracks.</p> <p>The entire City is in an area of earthquake risk, and many of the areas expected to redevelop may be subject to flooding hazards, especially in North Santa Clara.</p>   |      |      |      |      |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| <p>How many building permits were issued in your jurisdiction since the development of the previous hazard mitigation plan?</p>   | <table border="1"> <thead> <tr> <th></th> <th>2011</th> <th>2012</th> <th>2013</th> <th>2014</th> <th>2015</th> </tr> </thead> <tbody> <tr> <td>Single Family</td> <td>35</td> <td>49</td> <td>74</td> <td>42</td> <td>58</td> </tr> <tr> <td>Multi-Family</td> <td>15</td> <td>7</td> <td>2</td> <td>23</td> <td>11</td> </tr> <tr> <td>Other (commercial, mixed use, etc.)</td> <td>1704</td> <td>1775</td> <td>1895</td> <td>1965</td> <td>2388</td> </tr> </tbody> </table>   |      | 2011 | 2012 | 2013 | 2014 | 2015 | Single Family | 35 | 49 | 74 | 42 | 58 | Multi-Family | 15 | 7 | 2 | 23 | 11 | Other (commercial, mixed use, etc.) | 1704 | 1775 | 1895 | 1965 | 2388 |
|   | 2011  | 2012 | 2013 | 2014 | 2015 |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| Single Family   | 35  | 49   | 74   | 42   | 58   |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| Multi-Family  | 15  | 7    | 2    | 23   | 11   |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| Other (commercial, mixed use, etc.)   | 1704  | 1775 | 1895 | 1965 | 2388 |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| <p>Please provide the number of permits for each hazard area or provide a qualitative description of where development has occurred.</p>  | <ul style="list-style-type: none"> <li>Special Flood Hazard Areas: Yes, average 3-4 per year</li> <li>Landslide: N/A</li> <li>High Liquefaction Areas: No. According to the USGS map, the high liquefaction area is approximately 3 miles west of Guadalupe River along Northeast of City of Santa Clara boundary. The land uses are mostly open land with a small area of low and medium densities of residential, mixed use, and industrial.</li> <li>Tsunami Inundation Area: N/A</li> <li>Wildfire Risk Areas: N/A</li> </ul> |      |      |      |      |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |
| <p>Please describe the level of buildout in the jurisdiction, based on your jurisdiction's buildable lands inventory. If no such inventory exists, provide a qualitative description.</p>   | <p>Appendix 8.12-B of the Housing Element has an inventory of underutilized sites. Santa Clara is mostly built-out, and most development opportunity sites involve redevelopment and intensification of parcels that are currently developed.</p>   |      |      |      |      |      |      |               |    |    |    |    |    |              |    |   |   |    |    |                                     |      |      |      |      |      |

All of the below items were additionally reviewed as part of the full capability assessment for Santa Clara.

- City of Santa Clara 2010-2035 General Plan**—The General Plan, including the Land Use and Safety Elements, were reviewed for information regarding goals and policies consistent with hazard mitigation for carry over as goals and objectives. The General Plan provides a comprehensive set of goals and policies for the delivery of City services as well as a long term plan for land use (Land Use Element). The Land Use Element takes into consideration hazard avoidance, such as floodplains, when establishing allowed land uses. The Land Use Element is supported by policies which require avoidance of hazardous conditions for new land development. The General Plan includes policies which address safety within other topic areas (e.g., rail safety, bicycle and pedestrian safety, etc.), policies related to public safety through the delivery of Police and Fire services, and specific safety goals and policies related to environmental issues such as avoidance of safety impacts due to flooding, hazardous materials, airport operations, seismic, geologic and soil hazards and noise. The City's Climate Action Plan is one of the

General Plan Appendices. The Climate Action Plan identifies steps to reduce Citywide greenhouse gas emissions, which relate to avoidance of drought and severe weather events.

- **City of Santa Clara Municipal Code**—The Municipal Code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.
- **Flood Damage Prevention Ordinance**—The Flood Damage Prevention Ordinance was reviewed for compliance with the National Flood Insurance Program.
- **Capital Improvements Plan**—The Capital Improvements Plan was reviewed to identify cross-planning initiatives for inclusion as mitigation projects.
- **The City of Santa Clara Emergency Operations Plan (EOP)**—This plan was reviewed to complete the Planning Documents portion of this Annex.
- **Technical Reports and Information** – Outside resources and references used to complete the City of Santa Clara Annex are identified in Section 1.10 of this Annex.

### 14.4.2 Full Capability Assessment

An assessment of legal and regulatory capabilities is presented in Table 14-2. An assessment of fiscal capabilities is presented in Table 14-3. An assessment of administrative and technical capabilities is presented in Table 14-4. Information on National Flood Insurance Program (NFIP) compliance is presented in Table 14-5. An assessment of education and outreach capabilities is presented in Table 14-6. Classifications under various community mitigation programs are presented in Table 14-7. Development and permitting capabilities are presented in Table 14-8, and the community’s adaptive capacity for the impacts of climate change is presented in Table 14-9.

**Table 14-2. Legal and Regulatory Capability**

|  | Local Authority | Other Jurisdiction Authority | State Mandated | Integration Opportunity? |
|--|-----------------|------------------------------|----------------|--------------------------|
| <b>Codes, Ordinances, &amp; Requirements</b>   |                 |                              |                |                          |
| <b>Building Code</b>   | Yes             | No                           | Yes            | Yes                      |
| <i>Comment: 2016 Building Code Adopted; Santa Clara Muni Code Title 15: Buildings and Construction</i>   |                 |                              |                |                          |
| <b>Zoning Code</b>   | Yes             | No                           | Yes            | Yes                      |
| <i>Comment: Update underway; Santa Clara Muni Code Title 18: Zoning</i>  |                 |                              |                |                          |
| <b>Subdivisions</b>  | Yes             | Yes                          | Yes            | No                       |
| <i>Comment: Updated in 2003; Santa Clara Muni Code Chapter 17.05 Subdivisions</i>  |                 |                              |                |                          |
| <b>Stormwater Management</b>   | Yes             | Yes                          | Yes            | Yes                      |
| <i>Comment: Santa Clara Muni Code 13.20 Original in 1994, Updated in May 20, 2014 by Ordinance 1925<br/>City of Santa Clara protects stormwater quality via Municipal Regional NPDES Permit compliance activities which include: municipal operations, new and redevelopment controls, commercial/industrial facility inspections, illegal discharge/illicit connection enforcement, active construction site inspections, public education, trash load reduction, mercury and PCB reduction, and pesticide toxicity reduction programs. The City has a Long term Trash load Reduction Plan in place and is working to prepare a Green Infrastructure Plan. Regionally, the Santa Clara Valley Urban Runoff Pollution Prevention Program is in progress of preparing a Basin Plan.</i> |                 |                              |                |                          |
| <b>Post-Disaster Recovery</b>  | No              | No                           | No             | No                       |
| <i>Comment: None Located</i>   |                 |                              |                |                          |
| <b>Real Estate Disclosure</b>  | No              | No                           | Yes            | No                       |
| <i>Comment: Cal. Civ. Code §1102 et seq.</i>   |                 |                              |                |                          |
| <b>Growth Management</b>   | Yes             | No                           | Yes            | Yes                      |
| <i>Comment: General Plan policies; no separate ordinance; Cal. Gov. Code §65300 et seq.</i>  |                 |                              |                |                          |
| <b>Site Plan Review</b>  | Yes             | Yes                          | Yes            | Yes                      |
| <i>Comment: Conducted pursuant to the City’s Zoning Code</i>   |                 |                              |                |                          |

|  | Local Authority | Other Jurisdiction Authority | State Mandated | Integration Opportunity? |
|--|-----------------|------------------------------|----------------|--------------------------|
| <b>Environmental Protection</b><br><i>Comment: Pursuant to General Plan, Zoning, and Building Code requirements; California Environmental Quality Act (Guideline: California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000–15387)</i> | Yes             | Yes                          | Yes            | Yes                      |
| <b>Flood Damage Prevention</b><br><i>Comment: Pursuant to Floodplain Ordinance; Santa Clara Muni Code Chapter 15.45: Prevention of Flood Damage Code</i>   | Yes             | Yes                          | Yes            | Yes                      |
| <b>Emergency Management</b><br><i>Comment: Pursuant to City Charter Chapter 2.140</i>  | Yes             | No                           | Yes            | Yes                      |
| <b>Climate Change</b><br><i>Comment: Climate Action Plan adopted; California SB-379</i>  | Yes             | Yes                          | Yes            | Yes                      |
| <b>Other:</b><br><i>Comment: None Located</i>  | No              | No                           | No             | No                       |
| <b>Planning Documents</b>  |                 |                              |                |                          |
| <b>General Plan</b><br><i>Is the plan compliant with Assembly Bill 2140? Yes</i><br><i>City of Santa Clara General Plan, adopted in 2010 and updated regularly (most recently in November 2016) is compliant with AB 2140.</i>                               | Yes             | Yes                          | Yes            | Yes                      |
| <b>Capital Improvement Plan</b><br><i>How often is the plan updated? Annually</i><br><i>Comment: State mandated: City Charter Sec 1312 Capital project funds, Charter Chapter 11 of State Statutes of 2000</i>   | Yes             | No                           | Yes            | Yes                      |
| <b>Floodplain or Watershed Plan</b><br><i>Comment: City adopted the FEMA flood damage prevention code in 1987. General Plan Safety Goals in Section 5.10.5 address floodplain and watershed protections.</i>   | Yes             | Yes                          | Yes            | Yes                      |
| <b>Stormwater Plan</b><br><i>Comment: Storm Drain Maser Plan prepared in Dec. 2015</i>   | Yes             | Yes (SCVWD)                  | Yes            | Yes                      |
| <b>Urban Water Management Plan</b><br><i>Comment: Adopted November 22, 2016</i>  | Yes             | No                           | Yes            | Yes                      |
| <b>Habitat Conservation Plan</b><br><i>Comment: Santa Clara Valley Habitat Plan</i>  | No              | Yes                          | No             | No                       |
| <b>Economic Development Plan</b><br><i>Comment: Pursuant to General Plan</i>   | Yes             | No                           | No             | Yes                      |
| <b>Shoreline Management Plan</b><br><i>Comment: Santa Clara does not have shoreline; however, the Bay Conservation and Development Commission has jurisdiction over San Francisco Bay shoreline modifications.</i>   | No              | Yes                          | No             | No                       |
| <b>Community Wildfire Protection Plan</b><br><i>Comment: N/A</i>   | No              | No                           | No             | No                       |
| <b>Forest Management Plan</b><br><i>Comment: N/A</i>   | No              | No                           | No             | No                       |
| <b>Climate Action Plan</b><br><i>Comment: Climate Action Plan was adopted in December 2013.</i>  | Yes             | Yes                          | Yes            | Yes                      |
| <b>Comprehensive Emergency Management Plan</b><br><i>Comment: Santa Clara County Emergency Operations Plan, City Emergency Operations Plan (EOP)</i>   | Yes             | Yes                          | Yes            | Yes                      |
| <b>Threat &amp; Hazard Identification &amp; Risk Assessment (THIRA)</b><br><i>Comment: UASI THIRA - 2016</i>   | No              | Yes                          | Yes            | No                       |

|   | Local Authority | Other Jurisdiction Authority | State Mandated | Integration Opportunity? |
|---|-----------------|------------------------------|----------------|--------------------------|
| <b>Post-Disaster Recovery Plan</b><br><i>Comment: part of EOP</i>               | Yes             | Yes                          | Yes            | Yes                      |
| <b>Continuity of Operations Plan</b><br><i>Comment: N/A</i>                     | No              | No                           | No             | No                       |
| <b>Public Health Plan</b><br><i>Comment: County Public Health has authority</i> | No              | Yes                          | Yes            | No                       |
| <b>Other:</b><br><i>Comment: None Located</i>                                   | No              | No                           | No             | No                       |

**Table 14-3. Fiscal Capability**

| Financial Resources                                  | Accessible or Eligible to Use?      |
|--|-------------------------------------|
| Community Development Block Grants                   | Yes                                 |
| Capital Improvements Project Funding                 | Yes                                 |
| Authority to Levy Taxes for Specific Purposes        | Yes, though voter approval required |
| User Fees for Water, Sewer, Gas or Electric Service  | Yes                                 |
| Incur Debt through General Obligation Bonds          | No, voter approval required         |
| Incur Debt through Special Tax Bonds                 | No, voter approval required         |
| Incur Debt through Private Activity Bonds            | Yes                                 |
| Withhold Public Expenditures in Hazard-Prone Areas   | Yes                                 |
| State-Sponsored Grant Programs                       | Yes                                 |
| Development Impact Fees for Homebuyers or Developers | Yes, nexus study required           |
| Other working capital reserves                       | Yes                                 |

**Table 14-4. Administrative and Technical Capability**

| Staff/Personnel Resources   | Available? | Department/Agency/Position           |
|---|------------|--------------------------------------|
| Planners or engineers with knowledge of land development and land management practices  | Yes        | Com Dev/Director                     |
| Engineers or professionals trained in building or infrastructure construction practices | Yes        | DPW, Utilities/Directors             |
| Planners or engineers with an understanding of natural hazards                          | No         | Com Dev, DPW, Utilities/Directors    |
| Staff with training in benefit/cost analysis  | Yes        | Finance/Director                     |
| Surveyors   | Yes        | Land Surveyor, DPW                   |
| Personnel skilled or trained in GIS applications  | Yes        | DPW, IT, Com Dev, Utilities          |
| Scientist familiar with natural hazards in local area                                   | No         | NA                                   |
| Emergency manager   | Yes        | Fire, ESC                            |
| Grant writers   | Yes        | Fire, Police, DPW, IT, Parks and Rec |

Table 14-5. National Flood Insurance Program Compliance

| Criteria   | Response  |
|--|---|
| What local department is responsible for floodplain management?  | Community Development   |
| Who is your floodplain administrator? (department/position)  | Director of Community Development   |
| Are any certified floodplain managers on staff in your jurisdiction?   | No  |
| What is the date of adoption of your flood damage prevention ordinance?  | 1987, revision in process   |
| Does your floodplain management program meet or exceed minimum requirements? <ul style="list-style-type: none"> <li>If exceeds, in what ways?</li> </ul>   | May not currently meet minimum NFIP requirements<br>N/A                               |
| When was the most recent Community Assistance Visit or Community Assistance Contact?   | 5-year Cycle Visit in 2012  |
| Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? <ul style="list-style-type: none"> <li>If so, please state what they are.</li> </ul>   | No  |
| Do your flood hazard maps adequately address the flood risk within your jurisdiction? <ul style="list-style-type: none"> <li>If no, please state why.</li> </ul>   | Yes   |
| Does your floodplain management staff need any assistance or training to support its floodplain management program? <ul style="list-style-type: none"> <li>If so, what type of assistance/training is needed?</li> </ul>   | Yes<br>Training on the CRS Manual   |
| Does your jurisdiction participate in the Community Rating System (CRS)? <ul style="list-style-type: none"> <li>If yes, is your jurisdiction interested in improving CRS Classification?</li> <li>Is your jurisdiction interested in joining the CRS program?</li> </ul> | Yes<br>Yes (currently class 8)<br>N/A   |
| How many flood insurance policies are in force in your jurisdiction? <ul style="list-style-type: none"> <li>What is the insurance in force?</li> <li>What is the premium in force?</li> </ul>  | 955 <sup>a</sup><br>\$279,319,600 <sup>a</sup><br>\$735,904 <sup>a</sup>              |
| How many total loss claims have been filed in your jurisdiction? <ul style="list-style-type: none"> <li>How many claims were closed without payment/are still open?</li> <li>What were the total payments for losses?</li> </ul>   | 29 <sup>a</sup><br>CWOP = 15 Still open = 0 <sup>a</sup><br>\$309,753.09 <sup>a</sup> |

a. According to FEMA statistics as of October 31, 2016

Table 14-6. Education and Outreach

| Criteria   | Response   |
|--|--|
| Do you have a Public Information Officer or Communications Office?   | Yes  |
| Do you have personnel skilled or trained in website development?   | Yes  |
| Do you have hazard mitigation information available on your website? <ul style="list-style-type: none"> <li>If yes, please briefly describe.</li> </ul>  | Yes<br>The Fire Department has an emergency preparedness webpage that includes links to various resources. |
| Do you utilize social media for hazard mitigation education and outreach? <ul style="list-style-type: none"> <li>If yes, please briefly describe.</li> </ul>                                     | Yes<br>Twitter, Facebook and NextDoor  |
| Do you have any citizen boards or commissions that address issues related to hazard mitigation?  | No   |
| Do you have any other programs already in place that could be used to communicate hazard-related information? <ul style="list-style-type: none"> <li>If yes, please briefly describe.</li> </ul> | Yes<br>Web-based notification such as Enotify and Nixle  |
| Do you have any established warning systems for hazard events? <ul style="list-style-type: none"> <li>If yes, please briefly describe.</li> </ul>  | Yes<br>Countywide Alert SCC program  |

**Table 14-7. Community Classifications**

|  | Participating? | Classification | Date Classified |
|--|----------------|----------------|-----------------|
| Community Rating System                      | Yes            | 8              | 5/1/2002        |
| Building Code Effectiveness Grading Schedule | No             | 99             | N/A             |
| Public Protection                            | Yes            | 2              | 2015            |
| Storm Ready                                  | No             | N/A            | N/A             |
| Firewise                                     | No             | N/A            | N/A             |

**Table 14-8. Development and Permitting Capability**

| Criterion   | Response                     |
|---|------------------------------|
| Does your jurisdiction issue development permits?<br>• If no, who does? If yes, which department? | Yes<br>Community Development |
| Does your jurisdiction have the ability to track permits by hazard area?                          | Yes                          |
| Does your jurisdiction have a buildable lands inventory?  | Yes                          |

**Table 14-9. Adaptive Capacity for Climate Change**

| Adaptive Capacity Assessment Question   | Jurisdiction Rating |
|---|---------------------|
| <b>Technical Capacity</b>   |                     |
| Jurisdiction-level understanding of potential climate change impacts<br><i>Comment: None provided</i>   | Medium              |
| Jurisdiction-level monitoring of climate change impacts<br><i>Comment: Sea level rise is expected to have minimal impacts to Santa Clara properties</i>   | Medium              |
| Technical resources to assess proposed strategies for feasibility and externalities<br><i>Comment: None provided</i>  | High                |
| Jurisdiction-level capacity for development of greenhouse gas emissions inventory<br><i>Comment: Climate Action Plan contains a comprehensive inventory, and the update of the Climate Action Plan in the next 1-3 years will include an inventory update</i>   | Medium              |
| Capital planning and land use decisions informed by potential climate impacts<br><i>Comment: General Plan principles, including the Climate Action Plan criteria, consider climate implications</i>   | High                |
| Participation in regional groups addressing climate risks<br><i>Comment: Staff participates in regular regional climate change meetings as time permits</i>   | Medium              |
| <b>Implementation Capacity</b>  |                     |
| Clear authority/mandate to consider climate change impacts during public decision-making processes<br><i>Comment: Climate Action Plan is incorporated into the General Plan and is considered as part of the decision-making process</i>  | High                |
| Identified strategies for greenhouse gas mitigation efforts<br><i>Comment: The Climate Action Plan (CAP) addresses statewide GHG reduction goals through 2020, and the City expects to update the CAP in the next 1 – 3 years to address the new statewide GHG reduction goals for 2030 and 2050.</i> | High                |
| Identified strategies for adaptation to impacts<br><i>Comment: None provided</i>  | Medium              |
| Champions for climate action in local government departments<br><i>Comment: Hiring of new sustainability manager is expected in 1-2 months. Initial multi-departmental working group convening now.</i>   | Medium              |
| Political support for implementing climate change adaptation strategies<br><i>Comment: Sustainability is continually gaining additional support in the community and with the Council.</i>  | Medium              |

| Adaptive Capacity Assessment Question   | Jurisdiction Rating |
|---|---------------------|
| <b>Financial resources devoted to climate change adaptation</b><br><i>Comment: None provided</i>  | Medium              |
| <b>Local authority over sectors likely to be negatively impacted</b><br><i>Comment: None provided</i>   | Medium              |
| <b>Public Capacity</b>  |                     |
| <b>Local residents knowledge of and understanding of climate risk</b><br><i>Comment: Some members are highly educated. More City outreach could contribute to overall knowledge base.</i> | Medium              |
| <b>Local residents support of adaptation efforts</b><br><i>Comment: None provided</i>   | Medium              |
| <b>Local residents' capacity to adapt to climate impacts</b><br><i>Comment: None provided</i>   | High                |
| <b>Local economy current capacity to adapt to climate impacts</b><br><i>Comment: None provided</i>  | High                |
| <b>Local ecosystems capacity to adapt to climate impacts</b><br><i>Comment: None provided</i>   | Medium              |

## 14.5 INTEGRATION WITH OTHER PLANNING INITIATIVES

The following describe the jurisdiction's process for integrating the hazard mitigation plan into local planning mechanisms.

### 14.5.1 Existing Integration

The following plans and programs currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan:

- **General Plan**—Considers land use integration, environmental impacts of development, and long-term sustainability for new development and city operations. At the time of the next update, information obtained in the update of the hazard mitigation plan will be integrated into the General Plan as appropriate.
- **Climate Action Plan**—Integrated into the General Plan, the CAP identifies steps for the City to take in its own operations and in review/approval of new development to reduce greenhouse gas emissions. At the time of the next update, information obtained in the update of the hazard mitigation plan will be integrated into the Climate Action Plan as appropriate.

### 14.5.2 Opportunities for Future Integration

The following plans and programs do not currently integrate the goals, risk assessment and/or recommendations of the hazard mitigation plan, but provide an opportunity for future integration:

As the City continues to update its policies and ordinances, including but not limited to updates to the Building Code (next scheduled for adoption in 2019), the General Plan (anticipated in the next 3-8 years), Zoning Ordinance (expected in the next 1-2 years) and Climate Action Plan (expected in next 1-3 years), the City will evaluate consistency with the hazard mitigation plan and incorporate recommendations as needed.

## 14.6 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 14-10 lists all past occurrences of natural hazards within the jurisdiction.

**Table 14-10. Natural Hazard Events**

| Type of Event              | FEMA Disaster #<br>(if applicable) | Date       | Preliminary Damage Assessment |
|----------------------------|------------------------------------|------------|-------------------------------|
| Severe Weather             | -                                  | 1-8-17     | \$65,000                      |
| Wildfire                   | 2465                               | 9-23-16    | \$34,199                      |
| Wildfire                   | 2766                               | 5-22-2008  | \$362,378                     |
| Hurricane Evacuation       | 3248                               | 9-13-2005  | \$988,951                     |
| Severe Weather / High Wind | 1203                               | 6-21-2001  | \$80,757                      |
| Earthquake                 | 845                                | 10-17-1989 | \$100,000                     |

## 14.7 JURISDICTION-SPECIFIC VULNERABILITIES

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

Other noted vulnerabilities include:

- There are a number of older structures built before modern building codes.

## 14.8 HAZARD RISK RANKING

Table 14-11 presents the ranking of the hazards of concern.

**Table 14-11. Hazard Risk Ranking**

| Rank | Hazard Type           | Risk Rating Score (Probability x Impact) | Category |
|------|-----------------------|--|----------|
| 1    | Earthquake            | 54                                       | High     |
| 2    | Severe Weather        | 33                                       | Medium   |
| 3    | Flood                 | 18                                       | Medium   |
| 3    | Dam and Levee Failure | 18                                       | Medium   |
| 4    | Drought               | 9  | Low      |
| 5    | Landslide             | 0  | Low      |
| 6    | Wildfire              | 0  | Low      |

## 14.9 STATUS OF PREVIOUS PLAN ACTIONS

The status of previous actions from the 2011 ABAG LHMP for the City of Santa Clara can be found in Appendix D of this volume.

## 14.10 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 14-12 lists the actions that make up the City of Santa Clara hazard mitigation action plan. Table 14-13 identifies the priority for each action. Table 14-14 summarizes the mitigation actions by hazard of concern and the six mitigation types.

**Table 14-12. Hazard Mitigation Action Plan Matrix**

| Applies to new or existing assets  | Hazards Mitigated                              | Objectives Met  | Lead Agency                            | Estimated Cost | Sources of Funding                    | Timeline                          |
|--|--|-----------------|--|----------------|---------------------------------------|-----------------------------------|
| <b>SC-1</b> —Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses   |  |                 |  |                |                                       |                                   |
| New and existing   | All hazards                                    | 1-9             | OES/Fire and Community Development     | High           | PDM, HMGP, Local Budget (local match) | Dependent on Funding (Short-term) |
| <b>SC-2</b> —Continue to support the Planning Area-wide actions identified in this plan.   |  |                 |  |                |                                       |                                   |
| New and Existing   | All hazards                                    | 1-9             | OES/Fire                               | Low            | Local Budget                          | Ongoing                           |
| <b>SC-3</b> —Actively participate in the plan maintenance strategy identified in this plan.  |  |                 |  |                |                                       |                                   |
| New and Existing   | All hazards                                    | 1-9             | OES/Fire                               | Low            | Local Budget                          | Ongoing                           |
| <b>SC-4</b> —Consider participation in incentive-base programs such as Tree City and Storm ready.  |  |                 |  |                |                                       |                                   |
| New and Existing   | All hazards                                    | 1-9             | Community Development and Public Works | Low            | Local Budget                          | Ongoing                           |
| <b>SC-5</b> —Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include enforcing an updated, adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts. Continue participating in the Santa Clara County Multi-jurisdictional Program for Public Information. |  |                 |  |                |                                       |                                   |
| New and Existing   | Flood  | 1-9             | Community Development and Public Works | Low            | Local Budget                          | Ongoing                           |
| <b>SC-6</b> —Integrate the Hazard Mitigation Plan into other plans, programs, or resources that dictate land use or redevelopment, such as the General Plan, Climate Action Plan, Zoning Ordinance, Building Code, etc..   |  |                 |  |                |                                       |                                   |
| New and Existing   | All hazards                                    | 1-9             | All City Departments                   | Low            | Local Budget                          | Ongoing                           |
| <b>SC-7</b> —Based on EOC staffing capabilities assessment, ensure that mandated training is provided to all employees in SEMS, FEMA ICS-100, ICS-200, IS-700, and IS-800; and ensure that employee training records are securely maintained.  |  |                 |  |                |                                       |                                   |
| Existing   | All hazards                                    | 1,2,4,9         | OES/Fire                               | Low            | Local Budget                          | Ongoing                           |
| <b>SC-8</b> —Based on EOC staffing capabilities assessment, ensure that mandated training is provided to employees who require advanced knowledge and application of the ICS, such as primary and alternate EOC Section Chiefs and senior field personnel, to include at least ICS-300, ICS-400, and the FEMA Professional Development Series; and ensure that employee training records are securely maintained.  |  |                 |  |                |                                       |                                   |
| Existing   | All hazards                                    | 1,2,4,9         | All City Departments                   | Medium         | Local Budget                          | Ongoing                           |
| <b>SC-9</b> —Based on EOC staffing capabilities assessment, ensure that all Fire and Police Department staff who may be assigned the role of incident commander at an emergency/disaster scene have received Incident Commander training; and ensure that employee training records are securely maintained.   |  |                 |  |                |                                       |                                   |
| Existing   | All hazards                                    | 1,2,4,9         | OES, Fire and Police                   | Medium         | Local Budget                          | Ongoing                           |
| <b>SC-10</b> —Monitor local availability of upcoming training opportunities for city staff regarding incident staffing, disaster response, and recovery.   |  |                 |  |                |                                       |                                   |
| Existing   | All hazards                                    | 1,2,4,9         | All City Departments                   | Medium         | Local Budget                          | Ongoing                           |
| <b>SC-11</b> —Continue to conduct EOC tabletop exercise(s) to evaluate capabilities and train employees in their assigned EOC role(s).   |  |                 |  |                |                                       |                                   |
| N/A  | All hazards                                    | 1,2,4,9         | OES/Fire                               | Medium         | Local Budget, UASI, HSGP              | Long-term                         |
| <b>SC-12</b> —Develop and exercise a Disaster Debris Management Plan.  |  |                 |  |                |                                       |                                   |
| New  | Dam failure, Earthquake, Flood, Severe weather | 1,2,3,4,5,6,7,8 | Public Works<br>OES/Fire               | Medium         | Local Budget, HSGP, UASI              | Long-term                         |

| Applies to new or existing assets   | Hazards Mitigated                              | Objectives Met  | Lead Agency           | Estimated Cost | Sources of Funding       | Timeline   |
|---|--|-----------------|-----------------------|----------------|--------------------------|------------|
| <b>SC-13</b> —Enhance public education and awareness of natural and manmade hazards in the community and public understanding of disaster preparedness, including foreign language translations.  |  |                 |                       |                |                          |            |
| New   | All hazards                                    | 1,3,4,5,8,9     | OES/Fire              | Medium         | Local Budget, UASI       | Long-term  |
| <b>SC-14</b> —Develop improved capabilities to incorporate GIS technology by all departments into services provided to the public and for use during emergency/disaster incidents.  |  |                 |                       |                |                          |            |
| Existing  | Dam Failure, Earthquake, Flood,                | 1,2,3,6,9       | OES/Fire              | Medium         | Local Budget, PDM        | Long-term  |
| <b>SC-15</b> —Conduct a test of emergency communications and information systems interoperability, to establish baseline capabilities for employee call-back, communications between the EOC and incident command, and communications with the Operational Area and Mutual Aid resources.   |  |                 |                       |                |                          |            |
| Existing  | All hazards                                    | 1,5,6,9         | OES/Fire              | Medium         | Local Budget, UASI, HSGP | Long-term  |
| <b>SC-16</b> —Conduct a gap analysis of the Santa Clara City Emergency/Disaster preparedness and response program, to include a comprehensive review of employee training requirements and needs, plans and procedures, EOC equipment and staffing capabilities, and related analyses.  |  |                 |                       |                |                          |            |
| New   | All hazards                                    | 1-9             | OES/Fire              | Medium         | Local Budget, HSGP       | Long-term  |
| <b>SC-17</b> - Acquire a mobile Emergency Operations Center.  |  |                 |                       |                |                          |            |
| New   | All hazards                                    | 1,4,8,9         | OES/Fire              | High           | Local Budget, UASI, HSGP | Long-term  |
| <b>SC-18</b> —Develop unmanned aerial vehicle (UAV) capability for hazard mitigation surveys and post-disaster damage assessments; and develop policies, procedures and staff training guidelines for UAV use.  |  |                 |                       |                |                          |            |
| New   | Dam Failure, Flood, Earthquake, Severe Weather | 2,4,6,8,9       | OES, Fire, Police     | High           | Local Budget, PDM, HMGP  | Long-term  |
| <b>SC-19</b> —Enhance Fire Department field inspection system using portable computers for engine company inspections and Fire Prevention inspections, to integrate inspections, re-inspections, invoicing, permits, CUPA and business license data.  |  |                 |                       |                |                          |            |
| Existing  | All hazards                                    | 1,2,3,6,8       | Fire                  | Low            | Local Budget, UASI       | Ongoing    |
| <b>SC-20</b> —Conduct seismic and functional assessment of Emergency Operations Center.   |  |                 |                       |                |                          |            |
| Existing  | All hazards                                    | 1,2,4,8,9       | OES/Fire              | Medium         | Local Budget, PDM, HMGP  | Ongoing    |
| <b>SC-21</b> —Acquire emergency generators for the City’s critical facilities, specifically Fire Stations 5, 7, 8 and 9.  |  |                 |                       |                |                          |            |
| Existing  | All hazards                                    | 6,8,9           | Public Works          | Low            | Local Budget, PDM, HMGP  | Short-term |
| <b>SC-22</b> —Maintain and improve Water and Sewer Utilities as necessary to ensure systems are able to maintain their functionality in response to potential hazards such as drought, flood or earthquakes.  |  |                 |                       |                |                          |            |
| Existing  | Drought, Flood, Earthquake                     | 1,2,3,4,5,6,7,8 | Water and Sewer       | High           | Local Budget, PDM, HMGP  | Long-term  |
| <b>SC-23</b> —Integrate climate change and natural hazards planning in to current city plan revisions and future planning initiatives.  |  |                 |                       |                |                          |            |
| New and Existing  | All hazards                                    | 1-9             | Community Development | Low            | Local Budget, Grants     | Ongoing    |
| <b>SC-24</b> —Develop and maintain a landscape design manual to provide general guidance and education to the public on water efficiency in landscaping and to serve as a resource for water efficient landscape design and installation in compliance with the State Water Efficiency Landscape Ordinance (as amended), including lists of recommended site appropriate native and drought-tolerant plant species. |  |                 |                       |                |                          |            |
| New and Existing  | Drought  | 1-9             | Community Development | Low            | Local Budget, Grants     | Ongoing    |

| Applies to new or existing assets   | Hazards Mitigated | Objectives Met      | Lead Agency                            | Estimated Cost | Sources of Funding   | Timeline   |
|---|-------------------|---------------------|--|----------------|----------------------|------------|
| <b>SC-25</b> —Continue to improve the City's bike network in coordination with partner agencies, such as the Valley Transportation Authority.   |                   |                     |  |                |                      |            |
| New and Existing  | All hazards       | 3, 5, 6             | Public Works and Community Development | Medium         | Local Budget, Grants | Ongoing    |
| <b>SC-26</b> —Hire or assign a management-level staff member as the Sustainability Manager to coordinate sustainability efforts among different departments and outside agencies.   |                   |                     |  |                |                      |            |
| New and Existing  | All hazards       | 1-9                 | OES/Fire                               | Low            | Local Budget, Grants | Ongoing    |
| <b>SC-27</b> —Continue to implement and monitor the current 2014 Climate Action Plan (CAP) and prepare a comprehensive update to the CAP to comply with state greenhouse gas reduction targets. Include adaptation strategies within the updated CAP. |                   |                     |  |                |                      |            |
| New and Existing  | All hazards       | 1-9                 | All City Departments                   | Medium         | Local Budget, Grants | Ongoing    |
| <b>SC-28</b> —Increase situational awareness capacity in the EOC by expanding GIS resources and providing air to ground communications.   |                   |                     |  |                |                      |            |
| New and Existing  | All hazards       | 1, 2, 5, 6, 7, 9    | OES/Fire                               | Medium         | Local Budget, PDM    | Ongoing    |
| <b>SC-29</b> —Secure all critical infrastructure in the EOC, the EOC perimeter, and immediate vicinity.   |                   |                     |  |                |                      |            |
| New and Existing  | All hazards       | 1, 2, 3, 6, 7, 8, 9 | OES/Fire and Police                    | Medium         | Local Budget, PDM    | Long-term  |
| <b>SC-30</b> — Restore the original storage capacity of the Westside Water Retention Basin to hold additional storm water and reduce flooding risk by desilting the basin.  |                   |                     |  |                |                      |            |
| Existing  | Flood             | 1, 2, 3, 6, 7, 8    | Public Works                           | High           | Local Budget         | Short-term |

**Table 14-13. Mitigation Strategy Priority Schedule**

| Action # | # of Objectives Met | Benefits | Costs  | Do Benefits Equal or Exceed Costs? | Is Project Grant-Eligible? | Can Project Be Funded Under Existing Programs/Budgets? | Implementation Priority <sup>a</sup> | Grant Pursuit Priority <sup>a</sup> |
|----------|---------------------|----------|--------|------------------------------------|----------------------------|--|--------------------------------------|-------------------------------------|
| SC-1     | 9                   | High     | High   | Yes                                | Yes                        | No   | Medium                               | High                                |
| SC-2     | 9                   | Medium   | Low    | Yes                                | No                         | Yes  | High                                 | Low                                 |
| SC-3     | 9                   | Medium   | Low    | Yes                                | Yes                        | Yes  | High                                 | Medium                              |
| SC-4     | 9                   | Medium   | Low    | Yes                                | No                         | Yes  | Medium                               | Low                                 |
| SC-5     | 4                   | Medium   | Low    | Yes                                | No                         | Yes  | High                                 | Low                                 |
| SC-6     | 9                   | Medium   | Low    | Yes                                | No                         | Yes  | High                                 | Low                                 |
| SC-7     | 4                   | Medium   | Low    | Yes                                | No                         | Yes  | Medium                               | Low                                 |
| SC-8     | 4                   | Medium   | Low    | Yes                                | No                         | Yes  | Medium                               | Low                                 |
| SC-9     | 4                   | Medium   | Low    | Yes                                | No                         | Yes  | Medium                               | Low                                 |
| SC-10    | 4                   | Low      | Low    | Yes                                | No                         | Yes  | Low                                  | Low                                 |
| SC-11    | 4                   | High     | Medium | Yes                                | Yes                        | Yes  | High                                 | High                                |
| SC-12    | 8                   | Medium   | Medium | Yes                                | Yes                        | Yes  | Medium                               | Medium                              |
| SC-13    | 6                   | Medium   | Medium | Yes                                | Yes                        | Yes  | Medium                               | Medium                              |
| SC-14    | 5                   | Medium   | Medium | Yes                                | Yes                        | Yes  | Medium                               | Medium                              |
| SC-15    | 4                   | High     | Medium | Yes                                | Yes                        | Yes  | High                                 | High                                |
| SC-16    | 9                   | Medium   | Medium | Yes                                | Yes                        | Yes  | Medium                               | Medium                              |
| SC-17    | 4                   | High     | Medium | Yes                                | Yes                        | No   | Medium                               | Medium                              |
| SC-18    | 5                   | Medium   | Medium | Yes                                | Yes                        | Yes  | Medium                               | Medium                              |
| SC-19    | 5                   | High     | Low    | Yes                                | Yes                        | Yes  | High                                 | High                                |
| SC-20    | 5                   | High     | Medium | Yes                                | Yes                        | Yes  | Medium                               | High                                |
| SC-21    | 3                   | Medium   | Low    | Yes                                | Yes                        | Yes  | High                                 | High                                |
| SC-22    | 9                   | High     | High   | Yes                                | No                         | Yes  | High                                 | Low                                 |
| SC-23    | 9                   | High     | Low    | Yes                                | Possibly                   | Yes  | High                                 | Medium                              |
| SC-24    | 1                   | Medium   | Low    | Yes                                | Possibly                   | Yes  | Medium                               | Medium                              |
| SC-25    | 8                   | Low      | Medium | No                                 | Possibly                   | Yes  | Medium                               | Medium                              |
| SC-26    | 9                   | High     | Low    | Yes                                | Possibly                   | Yes  | High                                 | Medium                              |
| SC-27    | 9                   | High     | Medium | Yes                                | Possibly                   | No   | Medium                               | High                                |
| SC-28    | 6                   | Medium   | Medium | Yes                                | Yes                        | No   | Medium                               | Medium                              |
| SC-29    | 7                   | High     | Medium | Yes                                | Yes                        | No   | Medium                               | High                                |
| SC-30    | 6                   | High     | High   | Yes                                | Possibly                   | Yes  | High                                 | Low                                 |

a. See the introduction to this volume for explanation of priorities.

**Table 14-14. Analysis of Mitigation Actions**

| Hazard Type                  | Action Addressing Hazard, by Mitigation Type <sup>a</sup> |  |  |                                |  |                        |   |
|------------------------------|---|--|--|--------------------------------|--|------------------------|---|
|                              | 1. Prevention   | 2. Property Protection                       | 3. Public Education and Awareness                          | 4. Natural Resource Protection | 5. Emergency Services  | 6. Structural Projects | 7. Climate Resilient                                      |
| <b>Dam and Levee Failure</b> | SC-2, SC-3, SC-4, SC-5, SC-6, SC-12, SC-14, SC-19, SC-23  | SC-1, SC-5, SC-19, SC-21, SC-22, SC-29       | SC-2, SC-3, SC-4, SC-5, SC-13, SC-19, SC-25, SC-28         |                                | SC-2, SC-4, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-18, SC-28, SC-29       | SC-29                  | SC-2, SC-3, SC-4, SC-5, SC-6, SC-12, SC-14, SC-19, SC-23  |
| <b>Drought</b>               | SC-2, SC-3, SC-6, SC-14, SC-23, SC-27                     | SC-1, SC-29                                  | SC-2, SC-3, SC-13, SC-26, SC-27, SC-28                     | SC-24, SC-26, SC-27            | SC-2, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-28, SC-29                    | SC-29                  | SC-2, SC-3, SC-6, SC-14, SC-23, SC-27                     |
| <b>Earthquake</b>            | SC-2, SC-3, SC-6, SC-12, SC-14, SC-19, SC-23              | SC-1, SC-19, SC-20, SC-21, SC-22, SC-29      | SC-2, SC-3, SC-13, SC-19, SC-25                            |                                | SC-2, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-18, SC-28, SC-29             | SC-29                  | SC-2, SC-3, SC-6, SC-12, SC-14, SC-23                     |
| <b>Flood</b>                 | SC-2, SC-3, SC-4, SC-5, SC-6, SC-14, SC-19, SC-23         | SC-1, SC-4, SC-5, SC-19, SC-21, SC-22, SC-29 | SC-2, SC-3, SC-4, SC-5, SC-13, SC-19, SC-25, SC-28         | SC-4, SC-5                     | SC-2, SC-4, SC-5, SC-7, SC-8, SC-9, SC-10, SC-11, SC-5, SC-16, SC-17, SC-18, SC-28, 2 SC-9 | SC-29                  | SC-2, SC-3, SC-4, SC-5, SC-6, SC-14, SC-19, SC-23         |
| <b>Severe Weather</b>        | SC-2, SC-3, SC-4, SC-6, SC-12, SC-14, SC-19, SC-23, SC-27 | SC-1, SC-19, SC-21, SC-22, SC-27, SC-29      | SC-2, SC-3, SC-4, SC-13, SC-19, SC-25, SC-26, SC-27, SC-28 | SC-4, SC-26, SC-27             | SC-2, SC-4, SC-7, SC-8, SC-9, SC-10, SC-11, SC-15, SC-16, SC-17, SC-18, SC-28, SC-29       | SC-29                  | SC-2, SC-3, SC-4, SC-6, SC-12, SC-14, SC-19, SC-23, SC-27 |

a. See the introduction to this volume for explanation of mitigation types.

## 14.11 ADDITIONAL RESOURCES

2015 Urban Water Management Plan - <http://santaclaraca.gov/home/showdocument?id=48088>














1989 Loma Prieta Earthquake Damage - [Seismic Study by G&E Engineering report](#)

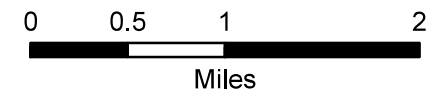
City's General Plan - <http://www.santaclaraca.gov/government/departments/community-development/planning-division/general-plan>

Climate Action Plan - <http://www.santaclaraca.gov/home/showdocument?id=10170>

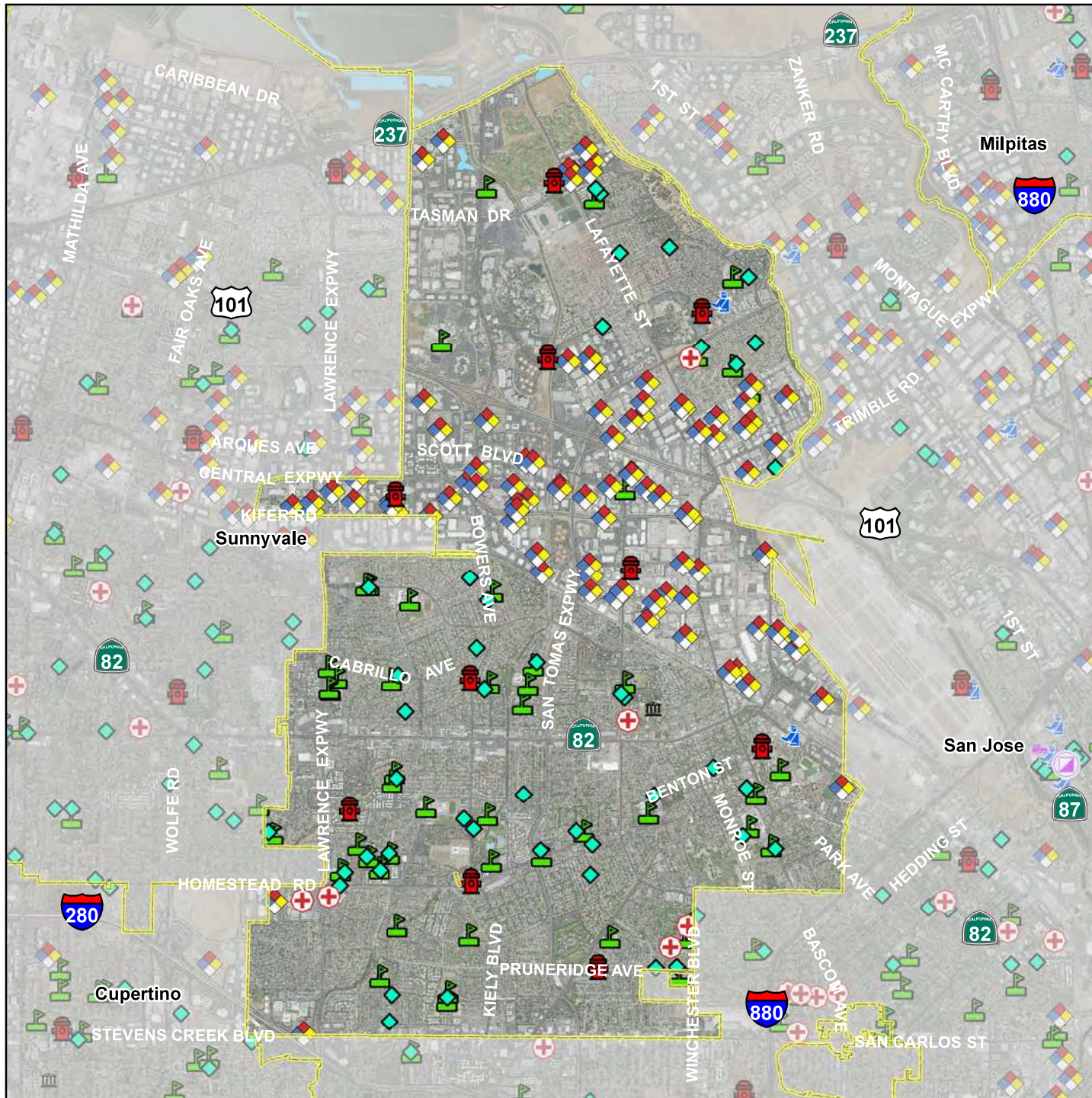
# The City of Santa Clara

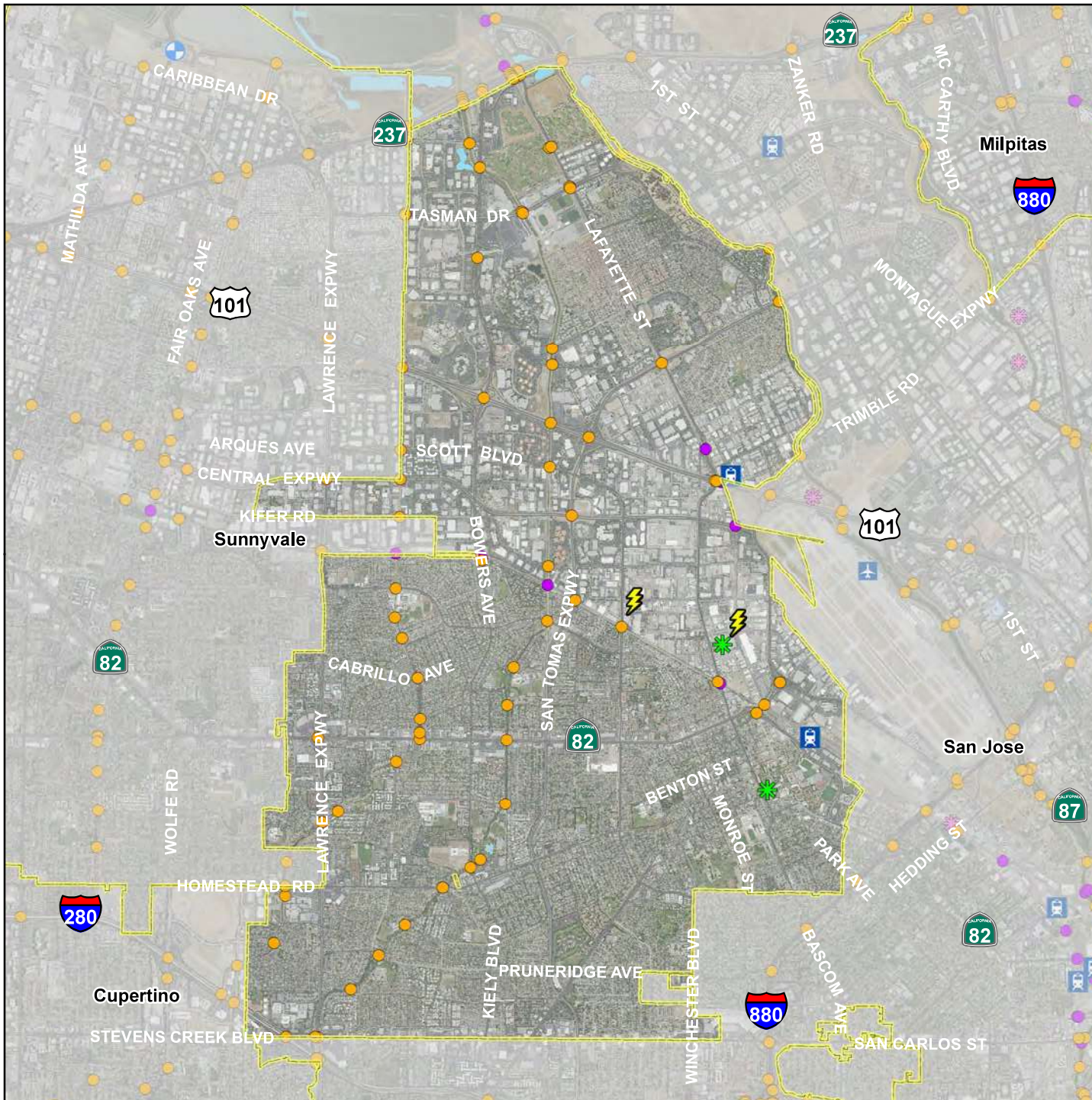
## Critical Facilities

-  Emergency Response (Operation Centers)
-  Emergency Response (Fire)
-  Emergency Response (Police)
-  Military Facilities
-  Public Health & Safety (Medical Care)
-  Public Health & Safety (Government)
-  Hazardous Materials
-  Recovery Facilities
-  Socioeconomic Facilities (Childcare)
-  Socioeconomic Facilities (Schools)
-  Santa Clara County Boundary
-  Jurisdictional Boundaries
-  Water Bodies & Channels

















Map Data Sources: Santa Clara County, CalTrans, Hazus 3.1, EPA, SCVWD, USDA

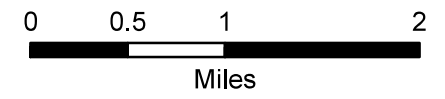




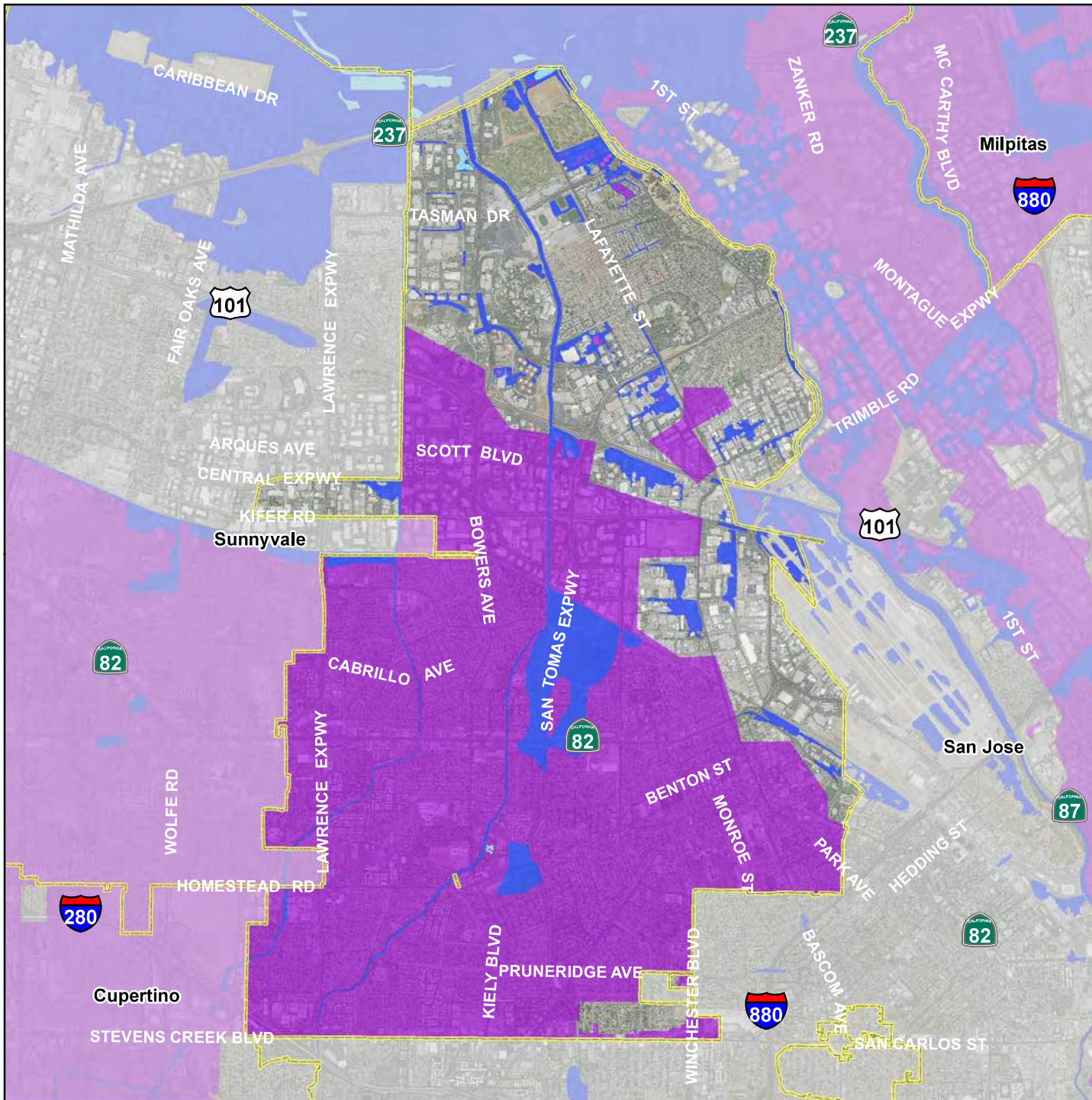
# The City of Santa Clara

## Critical Infrastructure

-  Airport Facilities
-  Bus Facilities
-  Communication Facilities
-  Dams
-  Electric Power Facilities
-  Highway Bridges
-  Rail / Light Rail Facilities
-  Rail / Light Rail Bridges
-  Petroleum Facilities
-  Potable Water Facilities
-  Wastewater Facilities
-  Santa Clara County Boundary
-  Jurisdictional Boundaries
-  Water Bodies & Channels








Map Data Sources: Santa Clara County, CalTrans, Hazus 3.1, EPA, SCWWD, USDA



# The City of Santa Clara

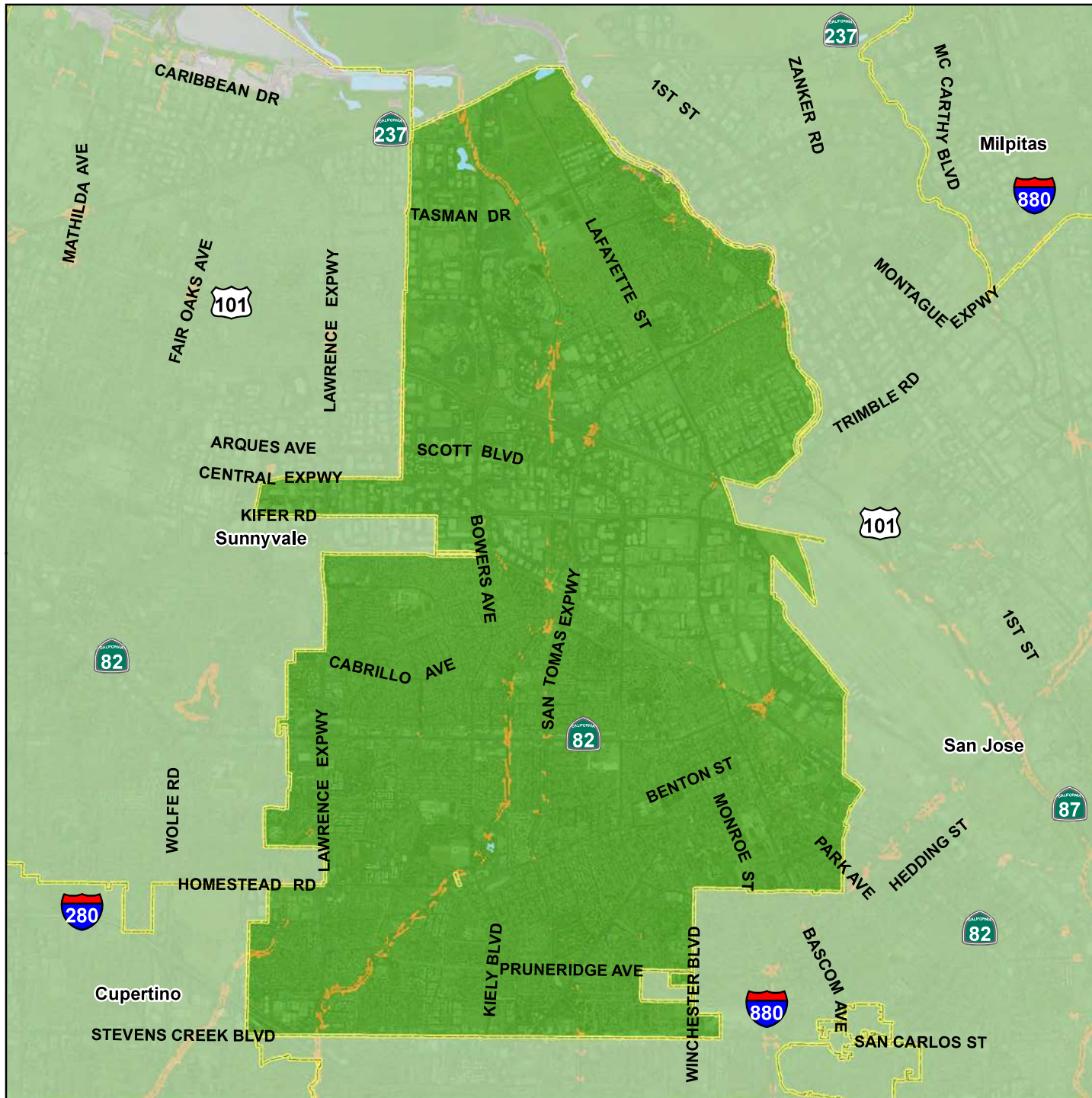
## FEMA Effective DFIRM Flood Hazard Boundaries

-  1% Annual Chance (100-Year) Flood Zone
-  0.2% Annual Chance (500-Year) Flood Zone
-  Santa Clara County Boundary
-  Jurisdictional Boundaries
-  Water Bodies & Channels

Flood hazard areas as depicted on Effective FEMA Digital Insurance Rate Maps (DFIRM)



Map Data Sources: Santa Clara County, CalTrans, FEMA, USDA

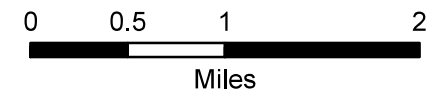


# The City of Santa Clara

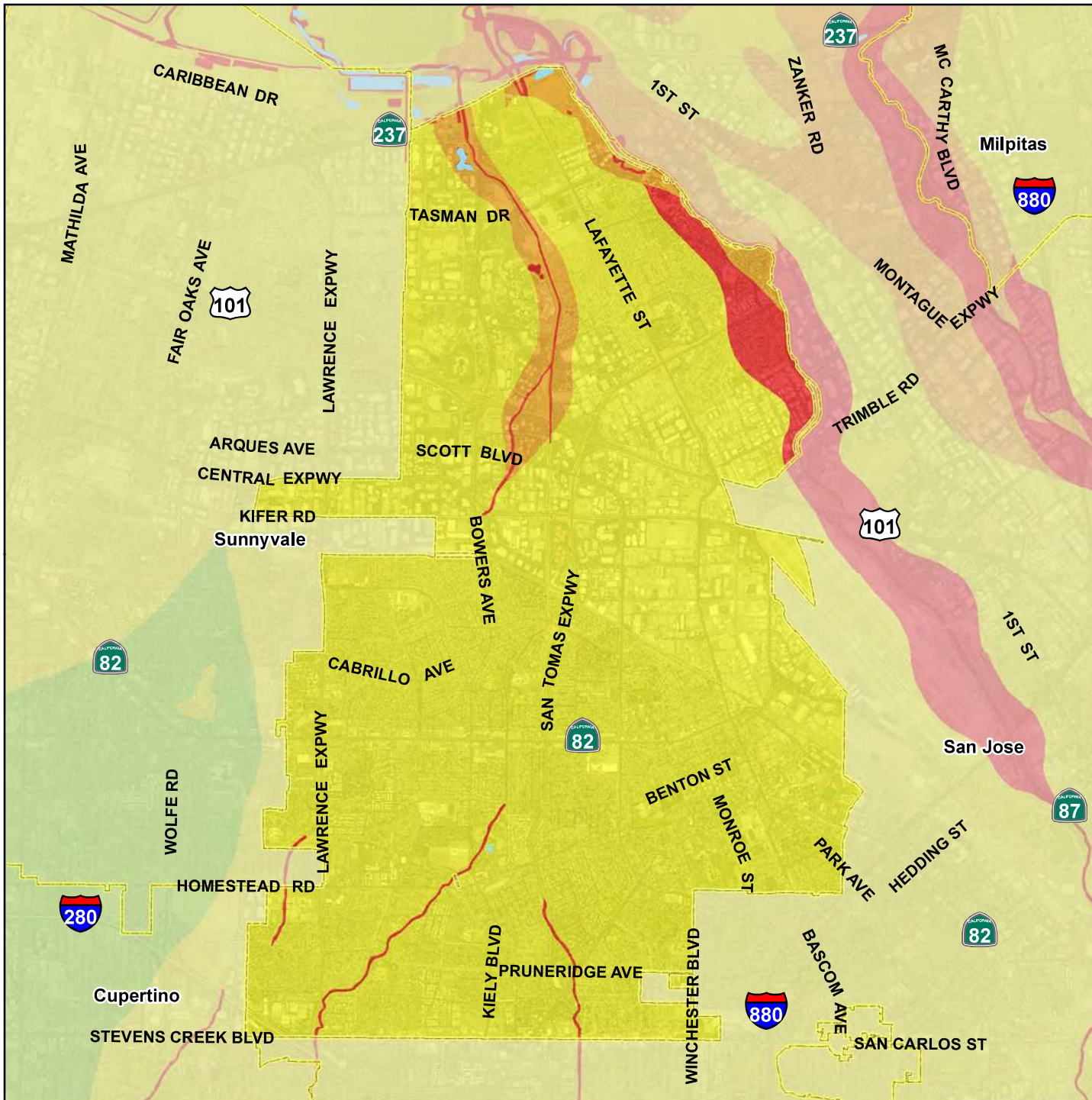
## Landslide Susceptibility Zones

- Santa Clara County Boundary
  - Jurisdictional Boundaries
  - Water Bodies & Channels
- Type**
- Low
  - Moderate
  - High
  - Very High / Existing

Source dataset created by Wills C.J., Perez, F., Gutierrez, C., 2011, Susceptibility to deep-seated landslides in California: California Geological Survey Map Sheet 58



Map Data Sources: Santa Clara County, CalTrans, California Geological Survey, USDA, USGS



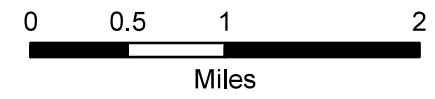
# The City of Santa Clara

## Liquefaction Susceptibility

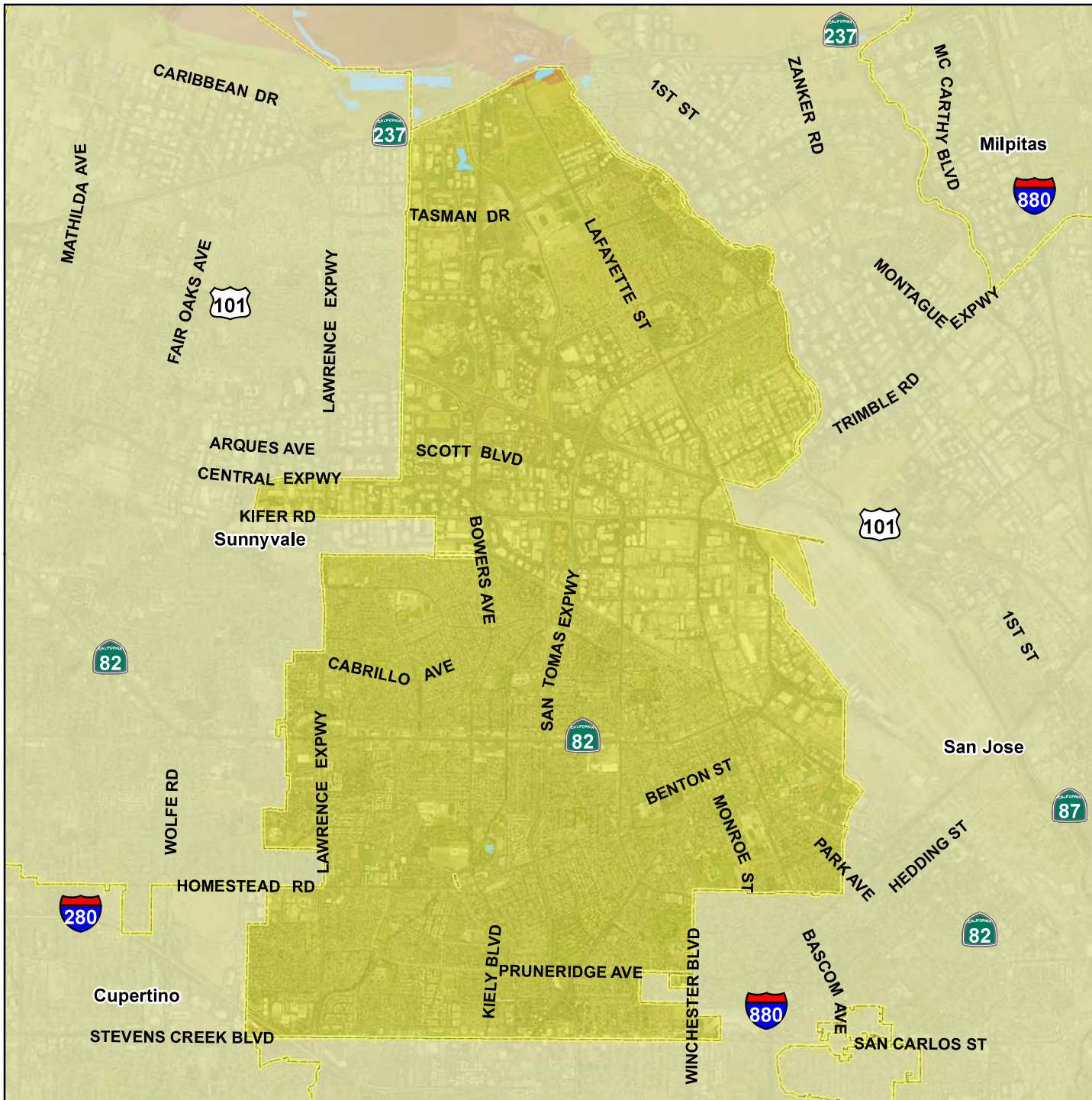
- Santa Clara County Boundary
- Jurisdictional Boundaries
- Water Bodies & Channels
- No Liquefaction Data Available

### Susceptibility to Liquefaction

- Very Low
- Low
- Medium
- High
- Very High






Map Data Sources: Santa Clara County, CalTrans, California Geologic Survey, USDA, USGS







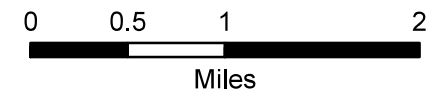
# The City of Santa Clara

## NEHRP (National Earthquake Hazard Reduction Program) Soils

-  Santa Clara County Boundary
-  Jurisdictional Boundaries
-  Water Bodies & Channels

### NEHRP Site Class / Soil Profile




-  B / Rock
-  C / Very Dense Soil - Soft Rock
-  D / Stiff Soil
-  E / Soft Soil






Map Data Sources: Santa Clara County, CalTrans, California Department of Conservation, USDA

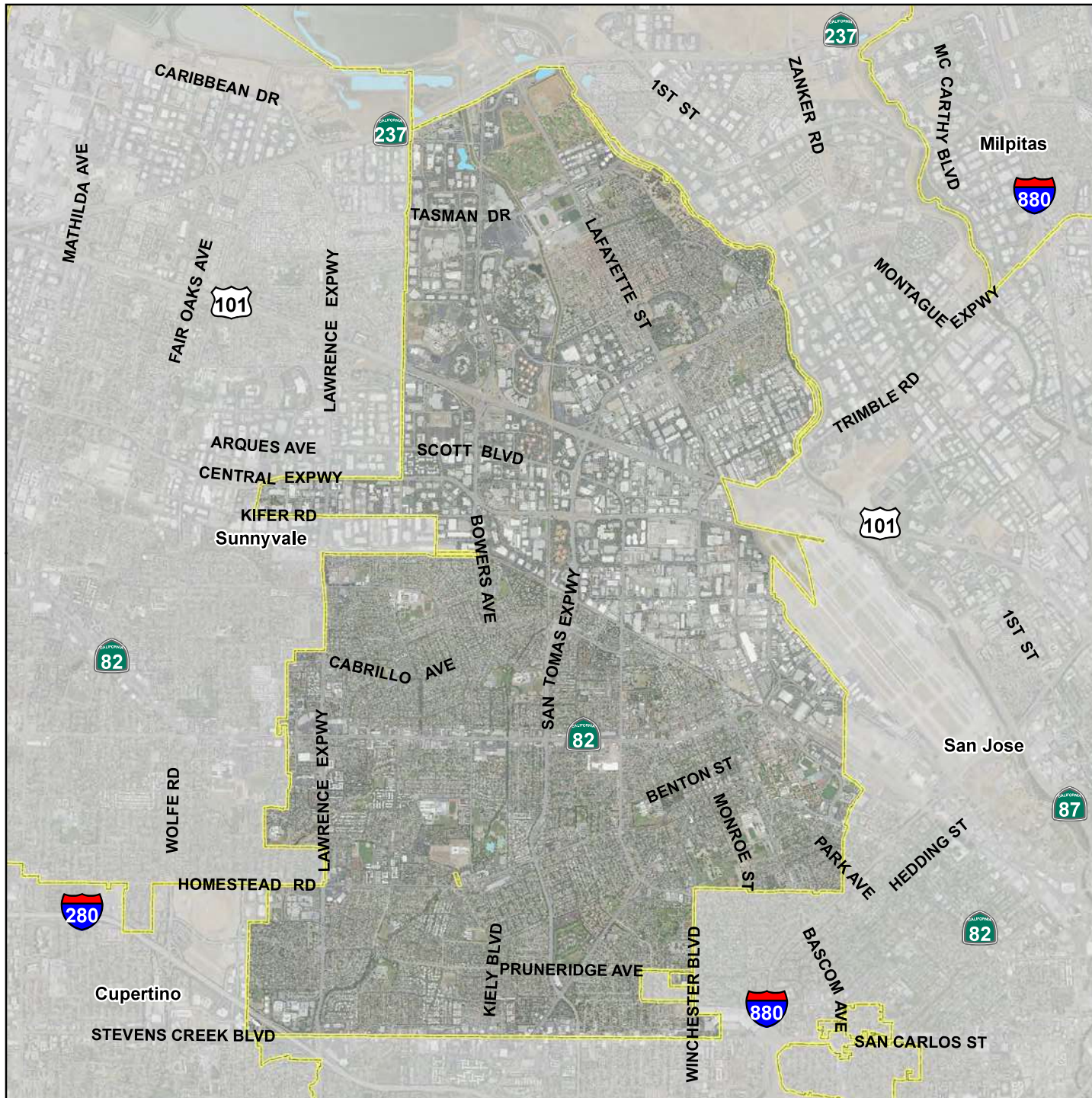
# The City of Santa Clara

## Wildfire Severity Zones

-  Santa Clara County Boundary
-  Jurisdictional Boundaries
-  Water Bodies & Channels

### Wildfire Severity Zone

-  Moderate
-  High
-  Very High



Map Data Sources: Santa Clara County, CalTrans, CalFIRE, USDA



## Agenda Report

20-703

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on a Reimbursement Agreement for Formation of a Community Facilities District in the Tasman East Specific Plan Area and Related Budget Amendment [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

#### BACKGROUND

The Tasman East Specific Plan supports the development of a new mixed-use residential neighborhood in the Tasman East area on the north of Tasman Drive between Lafayette Street and the Guadalupe River. The Specific Plan supports the development of up to 4,500 dwelling units at urban densities. One feature of the Specific Plan is the proposed extension of an existing street, Calle del Sol, northward to act as a “main street” through the middle of the new urban neighborhood. The City is in the process of evaluating a modification of the Specific Plan to treat the extension of Calle del Sol as a pedestrian and bicycle paseo, rather than as a neighborhood street as currently envisioned. Developing this portion of Calle del Sol as a paseo, rather than a street, would allow the City to retain an existing sewer pump station at its current location, integrating it into the design of the proposed paseo.

The Developers within the Tasman East Specific Plan Area have requested that the City initiate proceedings to establish a community facilities district (“CFD”) under the Mello-Roos Community Facilities Act to provide funding for certain public services for the proposed Calle del Sol pedestrian and bicycle paseo in the Tasman East Specific Plan Area. In order to prepare necessary documents for the formation process, and to calculate the amount of a special tax to fund the district services, the City is proposing to hire two outside consultants: Jones, Hall as legal counsel and Goodwin Consulting Group as special tax counsel. Jones, Hall and Goodwin Consulting were the City’s consultants when the City established Community Facilities District No. 2010-1 for Levi’s Stadium and Community Facilities District No. 2019-1 for the Lawrence Station Area.

As authorized by the Mello-Roos Act, the City can ask developers to advance the costs necessary to form a CFD, including the cost of hiring outside consultants. The attached agreement would provide that the Tasman East Developers deposit \$49,500 with the City, to fully cover the cost of hiring the two consultants, inclusive of costs for City administration of the consultant agreements. In the event the City does not expend the entire amount, the excess will be refunded to the Developers. If the CFD is ultimately approved the Developers would be reimbursed from the CFD proceeds.

#### DISCUSSION

The formation of a Community Facilities District for the Tasman East Specific Plan Area would potentially provide funding for a variety of public services for the proposed Calle del Sol pedestrian paseo. These services include managing, maintaining and repairing improvements within the Paseo, including the pedestrian and bicycle pathways, storm drainage systems, landscaping, decorative

paving, open spaces, and an enclosure for the City pump station.

The action before the Council does not in any way obligate the City Council to approve the formation of the CFD; that will be brought to the Council at a future date after appropriate noticing has been conducted, and would ultimately have to be voted upon by affected property owners. The only issue before the Council is whether to approve an agreement pursuant to which the Developers front the costs of forming the CFD. This would allow work to begin on formation of the CFD while the City continues to evaluate the proposed change of the Calle del Sol extension from a street to a bicycle pedestrian paseo. Approval of the Specific Plan modification, as well as the CFD, are potential future actions for City Council consideration.

On November 13, 2018, the City Council approved Resolution 18-8619, delegating the authority to execute most reimbursement agreements to the City Manager, up to a value of \$250,000. Although the proposed reimbursement agreement is below that amount, the statute authorizing cities to collect advances of Mello-Roos setup costs, Government Code Section 53314.9, requires that the City Council approve the reimbursement agreement, and so Resolution 18-8619 would not apply here.

**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**

Approval of the reimbursement agreement will allow the City to recover outside consultant costs to prepare the documents necessary to form the CFD. Following the execution of the reimbursement agreement, the developers will deposit \$49,500 in the City’s Expendable Trust Fund from which payments will also be made. The budget amendment below is recommended to recognize developer contributions to support outside consultant costs.

**BUDGET AMENDMENT  
FY 2020/21**

|  | Current | Increase/<br>(Decrease) | Revised  |
|--|---------|-------------------------|----------|
| <b><u>Fund 079 - Expendable Trust Fund</u></b>           |         |                         |          |
| <u>Revenues</u>  |         |                         |          |
| Developer Contributions                                  | \$0     | \$49,500                | \$49,500 |
| <u>Expenditures</u>                                      |         |                         |          |
| Community Facilities District Formation -<br>Tasman East | -\$0    | \$49,500                | \$49,500 |

**COORDINATION**

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

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website

and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>>.

**RECOMMENDATION**

1. Authorize the City Manager to execute the Reimbursement Agreement with the Developers within the Tasman East Specific Plan Area; and
2. Approve the FY 2020/21 budget amendment in the Expendable Trust Fund to recognize developer contributions in the amount of \$49,500 and establish a Community Facilities District Formation - Tasman East appropriation to account for outside consultant costs in the amount of \$49,500.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Reimbursement Agreement

**REIMBURSEMENT AGREEMENT  
FOR PROFESSIONAL SERVICES AND LEGAL REVIEW SERVICES  
FOR THE TASMAN EAST SPECIFIC PLAN AREA**

**PREAMBLE**

This Reimbursement Agreement (“Agreement”) is by and between SHAC Tasman CDM Apartments LLC, a Delaware limited liability company, St. Anton Communities, LLC, a California limited liability company, Tasman East Urban Housing, LLC, a Delaware limited liability company, Tasman East Holdco, LLC, a Delaware limited liability company, 2354 Calle Del Mundo, LLC, a Delaware limited liability company, 5185 Lafayette Street, LLC, a Delaware limited liability company, Tasman 2278 Calle De Luna, LLC, a Delaware limited liability company, 2263 Calle Del Mundo, LLC, a Delaware limited liability company, 2302 Calle Del Mundo, LLC, a Delaware limited liability company, Tasman Properties, LLC, a Delaware limited liability company, NASH – Holland Calle De Luna Investors, LLC, a Delaware limited liability company, and Greystar GP II, LLC, a Delaware limited liability company, collectively referred to as “Applicants,” and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Applicants may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. On November 13, 2018, the City adopted the Tasman East Specific Plan, which provided for the redevelopment of 45 acres of industrial properties adjacent to Tasman Drive, Lafayette Street, the Guadalupe River and the Santa Clara golf course (the “Tasman East Specific Plan Area”);
- B. The Applicants have requested that the City initiate proceedings to establish a community facilities district (“CFD”) under the Mello-Roos Community Facilities Act of 1982, as amended, California Government Code Sections 53311 et seq., to provide funding for certain public services to be conducted in the Tasman East Specific Plan Area;
- C. The City has hired or will soon be hiring the law firm Jones, Hall as legal counsel and Goodwin Consulting Group as special tax consultant (collectively, the “Outside Consultants”) to assist in preparing the CFD formation documents and to perform administration services for the first two years of the operation of the CFD; and
- D. As authorized by Government Code Section 53314.9, the City has requested that the Applicants advance the City’s costs of hiring the Outside Consultants, and City staff will provide for the reimbursement of the Applicants for the advance costs in the draft CFD formation resolutions.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. DEPOSIT**

To cover the expense of hiring the Outside Consultants, inclusive of the costs incurred by City to administer the Consultant Agreements, Applicants shall deposit in accordance with the cost allocation percentages set forth in Exhibit A (such cost allocation percentage, an "Applicant's Share") with the City the sum of forty-nine thousand five hundred dollars (\$49,500.00) upon execution of this Agreement. City will draw from this deposit to compensate Outside Consultants in their work to initiate proceedings for the formation of the CFD and to perform administrative services during the first two years of the operation of the CFD.

### **2. REFUND OF UNEXPENDED BALANCE**

Except as otherwise provided in this Section, the City shall refund any unexpended balance of the deposit to the Applicants in proportion to such Applicant Share within thirty (30) days of the occurrence of any of the following: (1) the date of a City Council action to disapprove the resolution of intention to establish the CFD; (2) the date of a City Council action to disapprove the resolution of formation to establish the CFD; (3) in the event of an unsuccessful election to establish the CFD, the adoption date of a resolution confirming the results of the election; or (4) in the event of a successful election to establish the CFD, the effective date of an ordinance adopted by the City ordering the levy of special taxes for the CFD. Notwithstanding the foregoing, in the event of a successful election to establish the CFD, the City will retain any funds necessary for the implementation of the CFD during the first two years. At the time of the execution of this Agreement, the implementation costs are anticipated to be nine thousand dollars (\$9,000.00).

### **3. DRAFT RESOLUTIONS TO PROVIDE FOR REIMBURSEMENT**

City staff will prepare (1) a draft resolution of intention to establish the CFD, and if the Council adopts that first resolution, (2) a draft resolution of formation to establish the CFD. As provided by Government Code Section 55314.9, both of the draft resolutions will include provisions to reimburse Applicants for the deposit from the CFD proceeds, less any amount refunded pursuant to Section 2. This commitment does not obligate the City Council to adopt either the resolutions themselves or the reimbursement provisions of the resolutions, however.

### **4. NO COMMITMENT TO ADOPT CFD RESOLUTIONS**

The Applicants acknowledge that the adoption of a resolution of intention to establish the CFD, and the adoption of a resolution of formation to establish the CFD, are discretionary actions by the City Council, and that the City cannot make

an advance commitment to adopt such resolutions. By executing this Agreement, City does not commit or guarantee that the Council will adopt either resolution; similarly, the City makes no guarantee or assurance as to the outcome of the election on the levy of special taxes. In the event that the City Council disapproves either resolution, or in the event that the special tax is not ultimately approved by the voters, Applicants shall receive no reimbursement for the Outside Consultant costs, other than the refund of unexpended balance as set forth in Section 2.

**5. OWNERSHIP OF MATERIAL**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared by the Outside Consultants under this Agreement, shall be the property of City. City shall not be limited in any way or at any time in its use of said material. Subject to the limitations of the California Public Records Act, Applicants acknowledge that City does not release administrative draft documents, and that administrative draft documents prepared by the Outside Consultants may not be released to the Applicants.

**6. AMENDMENTS**

This Agreement may be amended only with the written consent of all Parties.

**7. INTEGRATED DOCUMENT**

This Agreement represents the entire agreement between City and Applicants. No other understanding, agreements, conversations, or otherwise, with any representative of any Parties prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

**8. SEVERABILITY CLAUSE**

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

**9. WAIVER**

Waiver of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

**10. NOTICES**

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

City of Santa Clara  
Attention: City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 249-7846

And to Applicants addressed as follows:

SHAC Tasman CDM Apartments LLC  
c/o Summerhill Apartment Communities  
Attn: Elaine Breeze, VP of Dev.  
777 S. California Avenue  
Palo Alto, CA 94304

Email: [EBreeze@shapartments.com](mailto:EBreeze@shapartments.com)

Tasman East Urban Housing, LLC  
Attn: Nicholas Witte, Dev. Associate  
44 Montgomery St. Suite 1300  
San Francisco, CA 94104

Email: [nwitte@related.com](mailto:nwitte@related.com)

2354 Calle Del Mundo, LLC  
Attn: Kambiz Babaoﬀ, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoﬀ@ensemble.net](mailto:kbabaoﬀ@ensemble.net)

Tasman 2278 Calle De Luna, LLC  
Attn: Kambiz Babaoﬀ, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoﬀ@ensemble.net](mailto:kbabaoﬀ@ensemble.net)

Tasman Properties, LLC  
Attn: Kambiz Babaoﬀ, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoﬀ@ensemble.net](mailto:kbabaoﬀ@ensemble.net)

St. Anton Communities, LLC  
Attn: Ardie Zahedani, Division President  
1801 I Street, Suite 200  
Sacramento, CA 95811

Email: [az@antoncap.com](mailto:az@antoncap.com)

Tasman East Holdco, LLC  
Attn: Nicholas Witte, Dev. Associate  
44 Montgomery St. Suite 1300  
San Francisco, CA 94104

Email: [nwitte@related.com](mailto:nwitte@related.com)

5185 Lafayette Street, LLC  
Attn: Kambiz Babaoﬀ, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoﬀ@ensemble.net](mailto:kbabaoﬀ@ensemble.net)

2263 Calle Del Mundo, LLC  
Attn: Kambiz Babaoﬀ, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoﬀ@ensemble.net](mailto:kbabaoﬀ@ensemble.net)

2354 Calle Del Mundo, LLC  
Attn: Kambiz Babaoﬀ, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoﬀ@ensemble.net](mailto:kbabaoﬀ@ensemble.net)

Greystar GP II, LLC  
Attn: Troy Vernon, Development Dir.  
450 Sansome Street, Suite 500  
San Francisco, CA 94111

NASH – Holland Calle De Luna  
Investors, LLC  
Attn: John Wayland  
1970 Broadway, Suite 300  
Oakland, CA 94612

Email: [TVernon@greystar.com](mailto:TVernon@greystar.com)

Email: [JWayland@hollandpartnergroup.com](mailto:JWayland@hollandpartnergroup.com)

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

#### **11. CAPTIONS**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

#### **12. LAW GOVERNING CONTRACT AND VENUE**

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

#### **13. COUNTERPARTS AND SIGNATURES**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but each of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

***[Signatures on following pages]***

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**SHAC TASMAN CDM APARTMENTS LLC**

a Delaware limited liability company

By: SHAC Tasman CDM Apartments Ventures LLC,  
a Delaware limited liability company, its manager  
By: SHAC Tasman CDM Apartments Manager LLC,  
a Delaware limited liability company, its manager  
By: Summerhill Apartment Communities,  
a California corporation, its managing member

Dated: August 12, 2020

By:   
(Signature)

Name: Elaine Breeze

Title: Vice President of Development  
777 S. California Avenue

Local Address: Palo Alto, CA 94304

Email Address: EBreeze@shapartments.com

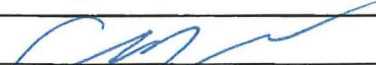
Telephone: (650) 842-2404

Fax: (650) 857-1077

"Applicant"  
(1 of 12)

*[Additional Applicant Signatures on Following Pages]*

**ST. ANTON COMMUNITIES, LLC**  
a California limited liability company

Dated: 8/17/20  
By:   
(Signature)  
Name: Ardie Zahedani  
Title: Division President  
1801 I Street, Suite 200  
Local Address: Sacramento, CA 95811  
Email Address: az@antoncap.com  
Telephone: (916) 400-2074  
Fax: (916) 444-9843

"Applicant"  
(2 of 12)

*[Additional Applicant Signatures on Following Pages]*

**TASMAN EAST URBAN HOUSING, LLC**

a Delaware limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Nicholas Vanderboom

Title: Vice President

44 Montgomery Street, Suite 1300

Local Address: San Francisco, CA 94104

Email Address: NVanderboom@related.com

Telephone: (415) 677-9000

Fax: (415) 371-8739

"Applicant"

(3 of 12)

**TASMAN EAST HOLDCO, LLC**

a Delaware limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Nicholas Vanderboom

Title: Vice President

44 Montgomery Street, Suite 1300

Local Address: San Francisco, CA 94104

Email Address: NVanderboom@related.com

Telephone: (415) 677-9000

Fax: (415) 371-8739

"Applicant"

(4 of 12)

*[Additional Applicant Signatures on Following Pages]*

**2354 CALLE DEL MUNDO, LLC**  
a Delaware limited liability company

Dated: August 12, 2020

By: 

(Signature)

Name: Kambiz Babaoff

Title: Managing Member

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016

Email Address: kbabaoff@ensemble.net

Telephone: (602) 277-8558

Fax: (602) 954-2229

"Applicant"  
(5 of 12)

**5185 LAFAYETTE STREET, LLC**  
a Delaware limited liability company

Dated: August 12, 2020

By: 

(Signature)

Name: Kambiz Babaoff

Title: Managing Member

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016

Email Address: kbabaoff@ensemble.net

Telephone: (602) 277-8558

Fax: (602) 954-2229

"Applicant"  
(6 of 12)

*[Additional Applicant Signatures on Following Pages]*

**TASMAN 2278 CALLE DE LUNA, LLC**  
a Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"

(7 of 12)

**2263 CALLE DEL MUNDO, LLC**  
a Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"

(8 of 12)

*[Additional Applicant Signatures on Following Pages]*

**2302 CALLE DEL MUNDO, LLC**  
A Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By:  \_\_\_\_\_  
(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400 \_\_\_\_\_

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"  
(9 of 12)

**TASMAN PROPERTIES, LLC**  
A Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By:  \_\_\_\_\_  
(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400 \_\_\_\_\_

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"  
(10 of 12)

*[Additional Applicant Signatures on Following Pages]*

**NASH – HOLLAND CALLE DE LUNA INVESTORS, LLC**  
a Delaware limited liability company

By: HPG Calle De Luna, LLC,  
a Washington limited liability company  
its Operating Member

By: Holland Partner Group Management, Inc.,  
a Delaware corporation,  
its Manager

Dated: 8-11-2020

By: John Wayland

Digitally signed by John Wayland  
DN: cn=John Wayland, o=Holland Partner Group, postalCode=Development,  
email=John.Wayland@hollandpartnergroup.com, c=US  
Date: 2020.11.10 09:47:37-0700

(Signature)

Name: John Wayland

Executive Managing Director of Development,

Title: Northern California

1970 Broadway, Suite 300

Local Address: Oakland, CA 94612

Email Address: JWayland@hollandpartnergroup.com

Telephone: (510) 227-6687

Fax: N/A

“Applicant”  
(11 of 12)

*[Additional Applicant Signature on Following Page]*

**GREYSTAR GP II, LLC**  
a Delaware limited liability company

Dated: 8.18.2020

By: 

(Signature)

Name: Troy Vernon

Title: Development Director

450 Sansome Street, Suite 500

Local Address: San Francisco, CA 94111

Email Address: [TVernon@greystar.com](mailto:TVernon@greystar.com)

Telephone: (972) 824-6569

Fax: N/A

"Applicant"  
(12 of 12)

*[Final Signature Page]*

**EXHIBIT A**

**COST ALLOCATION TABLE  
FOR THE TASMAN EAST SPECIFIC PLAN CFD**

| <i>LLC</i>                                | <i>Address</i>       | <i>Number of Units</i> | <i>Percent of Project</i> | <i>Portion of Agreement</i> | <i>Developer</i> |
|---|----------------------|------------------------|---------------------------|-----------------------------|------------------|
| SHAC Tasman CDM Apartments LLC            | 2343 Calle De Mundo  | 347                    | 8.03%                     | \$ 3,976.96                 | SummerHill       |
| Nash-Holland Calle De Luna Investors, LLC | 2200 Calle De Luna   | 580                    | 13.43%                    | \$ 6,647.37                 | Holland          |
| Tasman 2278 Calle De Luna, LLC            | 2240 Calle De Luna   | 311                    | 7.20%                     | \$ 3,564.37                 | Ensemble         |
| Tasman Properties, LLC                    | 5123 Calle De Sol    | 192                    | 4.45%                     | \$ 2,200.51                 | Ensemble         |
| 5185 Lafayette Street, LLC                | 5186 Lafayette St    | 271                    | 6.27%                     | \$ 3,105.93                 | Ensemble         |
| 2263 Calle Del Mundo, LLC                 | 2263 Calle Del Mundo | 301                    | 6.97%                     | \$ 3,449.76                 | Ensemble         |
| Tasman East Urban Housing, LLC            | 2300 Calle De Luna   | 551                    | 12.76%                    | \$ 6,315.00                 | Related          |
| St. Anton Communities, LLC                | 2233 Calle Del Mundo | 196                    | 4.54%                     | \$ 2,246.35                 | St. Anton        |
| Tasman East Holdco, LLC                   | 2101 Tasman Drive    | 950                    | 22.00%                    | \$ 10,887.94                | Related          |
| 2302 Calle Del Mundo, LLC                 | 2302 Calle Del Mundo | 150                    | 3.47%                     | \$ 1,719.15                 | Ensemble         |
| Greystar GP II, LLC                       | 2225 Calle De Luna   | 360                    | 8.34%                     | \$ 4,125.96                 | Greystar         |
| 2354 Calle Del Mundo LLC                  | 2354 Calle Del Mundo | 110                    | 2.55%                     | \$ 1,260.71                 | Ensemble         |

**Totals: 4,319                      100%                      \$ 49,500.00**

**REIMBURSEMENT AGREEMENT  
FOR PROFESSIONAL SERVICES AND LEGAL REVIEW SERVICES  
FOR THE TASMAN EAST SPECIFIC PLAN AREA**

**PREAMBLE**

This Reimbursement Agreement (“Agreement”) is by and between SHAC Tasman CDM Apartments LLC, a Delaware limited liability company, St. Anton Communities, LLC, a California limited liability company, Tasman East Urban Housing, LLC, a Delaware limited liability company, Tasman East Holdco, LLC, a Delaware limited liability company, 2354 Calle Del Mundo, LLC, a Delaware limited liability company, 5185 Lafayette Street, LLC, a Delaware limited liability company, Tasman 2278 Calle De Luna, LLC, a Delaware limited liability company, 2263 Calle Del Mundo, LLC, a Delaware limited liability company, 2302 Calle Del Mundo, LLC, a Delaware limited liability company, Tasman Properties, LLC, a Delaware limited liability company, NASH – Holland Calle De Luna Investors, LLC, a Delaware limited liability company, and Greystar GP II, LLC, a Delaware limited liability company, collectively referred to as “Applicants,” and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Applicants may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. On November 13, 2018, the City adopted the Tasman East Specific Plan, which provided for the redevelopment of 45 acres of industrial properties adjacent to Tasman Drive, Lafayette Street, the Guadalupe River and the Santa Clara golf course (the “Tasman East Specific Plan Area”);
- B. The Applicants have requested that the City initiate proceedings to establish a community facilities district (“CFD”) under the Mello-Roos Community Facilities Act of 1982, as amended, California Government Code Sections 53311 et seq., to provide funding for certain public services to be conducted in the Tasman East Specific Plan Area;
- C. The City has hired or will soon be hiring the law firm Jones, Hall as legal counsel and Goodwin Consulting Group as special tax consultant (collectively, the “Outside Consultants”) to assist in preparing the CFD formation documents and to perform administration services for the first two years of the operation of the CFD; and
- D. As authorized by Government Code Section 53314.9, the City has requested that the Applicants advance the City’s costs of hiring the Outside Consultants, and City staff will provide for the reimbursement of the Applicants for the advance costs in the draft CFD formation resolutions.

The Parties agree as follows:

## **AGREEMENT PROVISIONS**

### **1. DEPOSIT**

To cover the expense of hiring the Outside Consultants, inclusive of the costs incurred by City to administer the Consultant Agreements, Applicants shall deposit in accordance with the cost allocation percentages set forth in Exhibit A (such cost allocation percentage, an “Applicant’s Share”) with the City the sum of forty-nine thousand five hundred dollars (\$49,500.00) upon execution of this Agreement. City will draw from this deposit to compensate Outside Consultants in their work to initiate proceedings for the formation of the CFD and to perform administrative services during the first two years of the operation of the CFD.

### **2. REFUND OF UNEXPENDED BALANCE**

Except as otherwise provided in this Section, the City shall refund any unexpended balance of the deposit to the Applicants in proportion to such Applicant Share within thirty (30) days of the occurrence of any of the following: (1) the date of a City Council action to disapprove the resolution of intention to establish the CFD; (2) the date of a City Council action to disapprove the resolution of formation to establish the CFD; (3) in the event of an unsuccessful election to establish the CFD, the adoption date of a resolution confirming the results of the election; or (4) in the event of a successful election to establish the CFD, the effective date of an ordinance adopted by the City ordering the levy of special taxes for the CFD. Notwithstanding the foregoing, in the event of a successful election to establish the CFD, the City will retain any funds necessary for the implementation of the CFD during the first two years. At the time of the execution of this Agreement, the implementation costs are anticipated to be nine thousand dollars (\$9,000.00).

### **3. DRAFT RESOLUTIONS TO PROVIDE FOR REIMBURSEMENT**

City staff will prepare (1) a draft resolution of intention to establish the CFD, and if the Council adopts that first resolution, (2) a draft resolution of formation to establish the CFD. As provided by Government Code Section 55314.9, both of the draft resolutions will include provisions to reimburse Applicants for the deposit from the CFD proceeds, less any amount refunded pursuant to Section 2. This commitment does not obligate the City Council to adopt either the resolutions themselves or the reimbursement provisions of the resolutions, however.

### **4. NO COMMITMENT TO ADOPT CFD RESOLUTIONS**

The Applicants acknowledge that the adoption of a resolution of intention to establish the CFD, and the adoption of a resolution of formation to establish the CFD, are discretionary actions by the City Council, and that the City cannot make

an advance commitment to adopt such resolutions. By executing this Agreement, City does not commit or guarantee that the Council will adopt either resolution; similarly, the City makes no guarantee or assurance as to the outcome of the election on the levy of special taxes. In the event that the City Council disapproves either resolution, or in the event that the special tax is not ultimately approved by the voters, Applicants shall receive no reimbursement for the Outside Consultant costs, other than the refund of unexpended balance as set forth in Section 2.

**5. OWNERSHIP OF MATERIAL**

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared by the Outside Consultants under this Agreement, shall be the property of City. City shall not be limited in any way or at any time in its use of said material. Subject to the limitations of the California Public Records Act, Applicants acknowledge that City does not release administrative draft documents, and that administrative draft documents prepared by the Outside Consultants may not be released to the Applicants.

**6. AMENDMENTS**

This Agreement may be amended only with the written consent of all Parties.

**7. INTEGRATED DOCUMENT**

This Agreement represents the entire agreement between City and Applicants. No other understanding, agreements, conversations, or otherwise, with any representative of any Parties prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

**8. SEVERABILITY CLAUSE**

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

**9. WAIVER**

Waiver of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

## 10. NOTICES

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

City of Santa Clara  
Attention: City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 249-7846

And to Applicants addressed as follows:

SHAC Tasman CDM Apartments LLC  
c/o Summerhill Apartment Communities  
Attn: Elaine Breeze, VP of Dev.  
777 S. California Avenue  
Palo Alto, CA 94304

Email: [EBreeze@shapartments.com](mailto:EBreeze@shapartments.com)

Tasman East Urban Housing, LLC  
Attn: Nicholas Witte, Dev. Associate  
44 Montgomery St. Suite 1300  
San Francisco, CA 94104

Email: [nwitte@related.com](mailto:nwitte@related.com)

2354 Calle Del Mundo, LLC  
Attn: Kambiz Babaoff, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoff@ensemble.net](mailto:kbabaoff@ensemble.net)

Tasman 2278 Calle De Luna, LLC  
Attn: Kambiz Babaoff, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoff@ensemble.net](mailto:kbabaoff@ensemble.net)

Tasman Properties, LLC  
Attn: Kambiz Babaoff, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoff@ensemble.net](mailto:kbabaoff@ensemble.net)

St. Anton Communities, LLC  
Attn: Ardie Zahedani, Division President  
1801 I Street, Suite 200  
Sacramento, CA 95811

Email: [az@antoncap.com](mailto:az@antoncap.com)

Tasman East Holdco, LLC  
Attn: Nicholas Witte, Dev. Associate  
44 Montgomery St. Suite 1300  
San Francisco, CA 94104

Email: [nwitte@related.com](mailto:nwitte@related.com)

5185 Lafayette Street, LLC  
Attn: Kambiz Babaoff, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoff@ensemble.net](mailto:kbabaoff@ensemble.net)

2263 Calle Del Mundo, LLC  
Attn: Kambiz Babaoff, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoff@ensemble.net](mailto:kbabaoff@ensemble.net)

2354 Calle Del Mundo, LLC  
Attn: Kambiz Babaoff, Managing Mbr  
4722 N. 24th Street, Suite 400  
Phoenix, AZ 85016

Email: [kbabaoff@ensemble.net](mailto:kbabaoff@ensemble.net)

Greystar GP II, LLC  
Attn: Troy Vernon, Development Dir.  
450 Sansome Street, Suite 500  
San Francisco, CA 94111

NASH – Holland Calle De Luna  
Investors, LLC  
Attn: John Wayland  
1970 Broadway, Suite 300  
Oakland, CA 94612

Email: [TVernon@greystar.com](mailto:TVernon@greystar.com)

Email: [JWayland@hollandpartnergroup.com](mailto:JWayland@hollandpartnergroup.com)

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

**11. CAPTIONS**

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

**12. LAW GOVERNING CONTRACT AND VENUE**

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

**13. COUNTERPARTS AND SIGNATURES**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but each of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

***[Signatures on following pages]***

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**SHAC TASMAN CDM APARTMENTS LLC**

a Delaware limited liability company

By: SHAC Tasman CDM Apartments Ventures LLC,  
a Delaware limited liability company, its manager

By: SHAC Tasman CDM Apartments Manager LLC,  
a Delaware limited liability company, its manager

By: Summerhill Apartment Communities,  
a California corporation, its managing member

Dated: August 12, 2020

By:   
(Signature)

Name: Elaine Breeze

Title: Vice President of Development

777 S. California Avenue

Local Address: Palo Alto, CA 94304

Email Address: EBreeze@shapartments.com


Telephone: (650) 842-2404

Fax: (650) 857-1077

"Applicant"  
(1 of 12)

*[Additional Applicant Signatures on Following Pages]*

**ST. ANTON COMMUNITIES, LLC**  
a California limited liability company

Dated: 8/17/20  
By:   
(Signature)  
Name: Ardie Zahedani  
Title: Division President  
1801 I Street, Suite 200  
Local Address: Sacramento, CA 95811  
Email Address: az@antoncap.com  
Telephone: (916) 400-2074  
Fax: (916) 444-9843

"Applicant"  
(2 of 12)

*[Additional Applicant Signatures on Following Pages]*

**TASMAN EAST URBAN HOUSING, LLC**

a Delaware limited liability company

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
Name: Nicholas Vanderboom  
Title: Vice President  
44 Montgomery Street, Suite 1300  
Local Address: San Francisco, CA 94104  
Email Address: NVanderboom@related.com  
Telephone: (415) 677-9000  
Fax: (415) 371-8739  
"Applicant"  
(3 of 12)

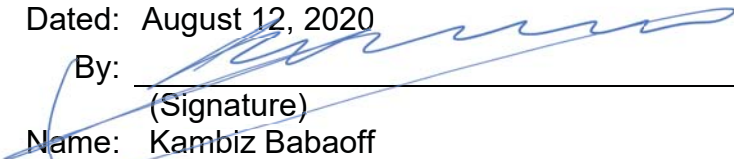
**TASMAN EAST HOLDCO, LLC**

a Delaware limited liability company

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature)  
Name: Nicholas Vanderboom  
Title: Vice President  
44 Montgomery Street, Suite 1300  
Local Address: San Francisco, CA 94104  
Email Address: NVanderboom@related.com  
Telephone: (415) 677-9000  
Fax: (415) 371-8739  
"Applicant"  
(4 of 12)

*[Additional Applicant Signatures on Following Pages]*

**2354 CALLE DEL MUNDO, LLC**  
a Delaware limited liability company

Dated: August 12, 2020  
By:   
(Signature)  
Name: Kambiz Babaoff  
Title: Managing Member  
4722 N. 24<sup>th</sup> Street, Suite 400  
Local Address: Phoenix, AZ 85016  
Email Address: kbabaoff@ensemble.net  
Telephone: (602) 277-8558  
Fax: (602) 954-2229

"Applicant"  
(5 of 12)

**5185 LAFAYETTE STREET, LLC**  
a Delaware limited liability company

Dated: August 12, 2020  
By:   
(Signature)  
Name: Kambiz Babaoff  
Title: Managing Member  
4722 N. 24<sup>th</sup> Street, Suite 400  
Local Address: Phoenix, AZ 85016  
Email Address: kbabaoff@ensemble.net  
Telephone: (602) 277-8558  
Fax: (602) 954-2229

"Applicant"  
(6 of 12)

*[Additional Applicant Signatures on Following Pages]*

**TASMAN 2278 CALLE DE LUNA, LLC**

a Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"

(7 of 12)

**2263 CALLE DEL MUNDO, LLC**

a Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"

(8 of 12)

*[Additional Applicant Signatures on Following Pages]*

**2302 CALLE DEL MUNDO, LLC**  
A Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"

(9 of 12)

**TASMAN PROPERTIES, LLC**

A Delaware limited liability company

Dated: August 12, 2020 \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Name: Kambiz Babaoff \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

4722 N. 24<sup>th</sup> Street, Suite 400

Local Address: Phoenix, AZ 85016 \_\_\_\_\_

Email Address: kbabaoff@ensemble.net \_\_\_\_\_

Telephone: (602) 277-8558 \_\_\_\_\_

Fax: (602) 954-2229 \_\_\_\_\_

"Applicant"

(10 of 12)

*[Additional Applicant Signatures on Following Pages]*

**NASH – HOLLAND CALLE DE LUNA INVESTORS, LLC**  
a Delaware limited liability company

By: HPG Calle De Luna, LLC,  
a Washington limited liability company  
its Operating Member

By: Holland Partner Group Management, Inc.,  
a Delaware corporation,  
its Manager

Dated: 8-11-2020

By: John Wayland

Digitally signed by John Wayland  
DN: cn=John Wayland, o=Holland Partner Group, ou=Northern California Development,  
email=jwayland@hollandpartnergroup.com, c=US  
Date: 2020.08.11 10:46:47 -0700

(Signature)

Name: John Wayland

Executive Managing Director of Development,

Title: Northern California

1970 Broadway, Suite 300

Local Address: Oakland, CA 94612

Email Address: JWayland@hollandpartnergroup.com

Telephone: (510) 227-6687

Fax: N/A

“Applicant”  
(11 of 12)

*[Additional Applicant Signature on Following Page]*

**GREYSTAR GP II, LLC**  
a Delaware limited liability company

Dated: 8.18.2020

By:   
\_\_\_\_\_  
(Signature)

Name: Troy Vernon

Title: Development Director

450 Sansome Street, Suite 500

Local Address: San Francisco, CA 94111

Email Address: [TVernon@greystar.com](mailto:TVernon@greystar.com)

Telephone: (972) 824-6569

Fax: N/A

\_\_\_\_\_  
"Applicant"  
(12 of 12)

*[Final Signature Page]*

**EXHIBIT A**

**COST ALLOCATION TABLE  
FOR THE TASMAN EAST SPECIFIC PLAN CFD**

| <i>LLC</i>                                | <i>Address</i>       | <i>Number of Units</i> | <i>Percent of Project</i> | <i>Portion of Agreement</i> | <i>Developer</i> |
|---|----------------------|------------------------|---------------------------|-----------------------------|------------------|
| SHAC Tasman CDM Apartments LLC            | 2343 Calle De Mundo  | 347                    | 8.03%                     | \$ 3,976.96                 | SummerHill       |
| Nash-Holland Calle De Luna Investors, LLC | 2200 Calle De Luna   | 580                    | 13.43%                    | \$ 6,647.37                 | Holland          |
| Tasman 2278 Calle De Luna, LLC            | 2240 Calle De Luna   | 311                    | 7.20%                     | \$ 3,564.37                 | Ensemble         |
| Tasman Properties, LLC                    | 5123 Calle De Sol    | 192                    | 4.45%                     | \$ 2,200.51                 | Ensemble         |
| 5185 Lafayette Street, LLC                | 5186 Lafayette St    | 271                    | 6.27%                     | \$ 3,105.93                 | Ensemble         |
| 2263 Calle Del Mundo, LLC                 | 2263 Calle Del Mundo | 301                    | 6.97%                     | \$ 3,449.76                 | Ensemble         |
| Tasman East Urban Housing, LLC            | 2300 Calle De Luna   | 551                    | 12.76%                    | \$ 6,315.00                 | Related          |
| St. Anton Communities, LLC                | 2233 Calle Del Mundo | 196                    | 4.54%                     | \$ 2,246.35                 | St. Anton        |
| Tasman East Holdco, LLC                   | 2101 Tasman Drive    | 950                    | 22.00%                    | \$ 10,887.94                | Related          |
| 2302 Calle Del Mundo, LLC                 | 2302 Calle Del Mundo | 150                    | 3.47%                     | \$ 1,719.15                 | Ensemble         |
| Greystar GP II, LLC                       | 2225 Calle De Luna   | 360                    | 8.34%                     | \$ 4,125.96                 | Greystar         |
| 2354 Calle Del Mundo LLC                  | 2354 Calle Del Mundo | 110                    | 2.55%                     | \$ 1,260.71                 | Ensemble         |

**Totals: 4,319                      100%                      \$ 49,500.00**



## Agenda Report

20-706

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on a Request for a Special Permit to Allow Seasonal Pumpkin Patch and Christmas Tree Sales Events at 3590 Benton Street from September 20, 2020 through December 24, 2020 [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

#### **BACKGROUND**

The applicant, Holly Prinz of ABC Tree Farms, LLC, is requesting a Special Permit pursuant to Zoning Code Section 18.60.030 to allow seasonal Pumpkin Patch and Christmas Tree sales events located on a vacant lot at the southeast corner of Lawrence Expressway and Benton Street (3590 Benton Street). The property is zoned as Single Family Residential (R1-6L). However, City Code Section 18.60.030 allows activities to be performed in any non-industrial Zoning District for any use not otherwise regulated within the Zoning Code upon issuance of a Special Permit by the City Council.

The site is adjacent to a church and the Calabazas Creek. Neighboring properties include single-family, multi-family and commercial uses.

The Pumpkin Patch sales event is proposed to begin on September 20, 2020, and end on October 31, 2020, with setup commencing on September 1, 2020. The Christmas Tree sales event will begin on November 20, 2020, and end on December 24, 2020, with breakdown of the setup to be completed by December 31, 2020. The hours of operation for the Pumpkin Patch will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 10:00 a.m.-10:00 p.m., Friday and Saturday. The hours of operation for the Christmas Tree lot will be from 10:00 a.m.-9:00 p.m., Sunday through Thursday, and 9:00 a.m.-9:00 p.m., Friday and Saturday.

The proposed pumpkin sales event would include temporary tents, children's inflatable entertainment units, a dumpster area, and a storage container. The Christmas Tree sales event would include similar temporary facilities. Power will be supplied by Silicon Valley Power. The property is owned by the County of Santa Clara which has provided written authorization for the temporary use.

#### **DISCUSSION**

The proposed temporary use, with limited duration and operations proposed, is not anticipated to adversely impact the surrounding land uses in that the events will occur over a limited time period and will be subject to conditions which mitigate potential negative impacts, including a condition of approval that the use be conducted in a manner that does not create a public nuisance or private nuisance. Any possible impacts would also be offset by the benefit to the community from the event. The Special Permit is subject to revocation should a problem arise. Pumpkin Patch and Christmas Tree lots operated at this location in prior years have not resulted in any known negative impacts to the community.

The proposed project will allow the purchase of pumpkins and trees for the surrounding community. The proposed use could impact the availability of parking to support the host shopping center. However, given the site context and the limited timeframe of the proposed use, the benefits of providing access to holiday décor outweigh the potential disadvantages, and conditions of approval help protect the surrounding community from adverse impacts.

In light of COVID-19, the applicant, ABC Tree Farms, is prepared to conduct alternate scenarios for operation and crowd control with social distancing guidelines in place. ABC Tree Farms acknowledges that the Special Permit will be subject to any current City, County, or State guidelines enforced during the time of operation which may result in revocation of the Special Permit and mandatory cessation of operations.

### **Draft Permit and Conditions**

The proposed permit would be subject to conditions of approval as follows:

1. Special Permit shall be valid from September 20, 2020 through December 24, 2020; with set-up beginning on September 1, 2020, and breakdown/clean-up to be completed by December 31, 2020, with the following sales allowances:
  - a. Pumpkin Patch sales: September 20, 2020 through October 31, 2020;
  - b. Christmas Tree sales: November 20, 2020 through December 24, 2020;
1. Pumpkin Patch hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 10:00 a.m.-10:00 p.m.;
2. Christmas Tree lot hours of operation: Sunday through Thursday from 10:00 a.m.-9:00 p.m. and Friday and Saturday from 9:00 a.m.-9:00 p.m.;
3. The applicant shall obtain and comply with all applicable Santa Clara Building Division and/or Fire Department directives, permits, and requirements, including but not limited to temporary electrical and tent permits;
4. The applicant shall obtain an amplified music permit and shall comply with City Code Section 9.10.040, noise and sound regulation;
5. The applicant with comply with any City, County, or State guidelines related to COVID-19 protocols enforced during the time of operation which may result in revocation of the Special Permit and mandatory cessation of operations;
6. The applicant shall obtain temporary sign permits for all temporary signs advertising the events;
7. There shall be no "searchlight" beams, streamers, or roof-mounted balloons during the event;
8. Upon conclusion of the Pumpkin Patch/Christmas Tree sales events, the vacant lot shall be cleaned and returned to its prior condition; and
9. The use shall operate in a manner that does not create a public or private nuisance.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from formal environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15304(e) (Class 4 - "Minor Alterations to Land") as it consists of "[m]inor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc."

### **FISCAL IMPACT**

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

### **COORDINATION**

This report has been coordinated with the City Attorney's Office.

### **PUBLIC CONTACT**

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

**RECOMMENDATION**

Approve the request of a Special Permit to allow for a seasonal Pumpkin Patch and Christmas Tree sales events at 3590 Benton Street from September 20, 2020 through December 24, 2020, subject to conditions.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. ABC Tree Farms 3590 Benton Street Operations Plan
2. Pumpkin Patch Site Plan
3. Christmas Tree Site Plan

**Method of Operations Proposed Halloween/Pumpkin Patch**  
**ABC Tree Farms, LLC**  
**3590 Benton Street, Santa Clara, CA**  
**2020**

Proposed Days are September 1, 2020 through November 10, 2020 for the Pumpkin/Halloween Sales, which includes several days for set up and tear down of the operation. Lot will be open to the public from September 20 through October 31, 2020. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. Handicap parking will be available at the entrance with a 36" wide clear path accessible by wheelchairs to the cashier booth/area. We are requesting the use of a 40' x 80' tent with posted signs of Maximum Occupancy of 160 on each side of tent which is made of Fire Retardant material and will have required labels. Tent will be open on all sides. Lighted exit signs will be placed inside the tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. Parking will be at least 20 feet from any temporary membrane structures, tents or canopies. We will have approximately 9 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements and one hard slide. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches. Each stake has the capability of holding down 2000 lbs. The tie down consist of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs. No flammable or combustibile liquids will be stored on site.

Items that will be available will be pumpkins, inflatable amusements, Halloween Sundries and décor along with a small animal display area. Anticipated attendance over the course of 30 days is approximately 2500 people. Our application is similar to the operations we ran in the 2010-2019 seasons. A scaled diagram is attached.

**In light of COVID-19, we are prepared for "alternate" scenarios and crowd control, social distancing, etc. We would be happy to discuss these options via teleconference if deemed necessary. We understand that any permit to operate is also subject to any current city, county or state ordinances. We also understand that at any time we can be shut down by the city, county or state in the case of a second virus outbreak and non-essential businesses not being able to do operate.**

If you require further information please contact my project manager, Holly Prinz, at 707-775-1520 or via email at [abctreefarms@gmail.com](mailto:abctreefarms@gmail.com).

Jerome R Klima JR  
LLC Member  
ABC Tree Farms, LLC

**Method of Operations Proposed Christmas Tree Sales**  
**ABC Tree Farms, LLC**  
**3590 Benton Street, Santa Clara, CA**  
**2020**

Proposed days of operation are November 10 through December 31, 2020 for Christmas tree sales, which includes set up and tear down of the operation. Lot will be open to the public for sales from November 20, 2020 to December 24, 2020. Hours of operation will be seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 9:00 AM and remain open until 9:00 PM.

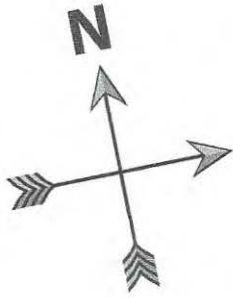
The area will be as diagrammed in the attached Potential Christmas Tree Sales Plot Plan. All necessary permits and approvals will be acquired from the City. Garbage and chemical toilets including (1) handicap accessible toilet will be provided on the site (90"H x 67" W x 86.5D with seat height of 19". We have no hazardous chemicals on our site. We are requesting the use of a 40' x 80' tent with posted signs of Maximum Occupancy of 160 on each side of tent and made of flame retardant material with labels attached. Lighted exit signs will be placed inside the tent and will be on two separate circuits in the tent. This will be cleared through the appropriate Building and Fire Departments. Power will be supplied by Silicon Valley Power with (2) 200 amp temporary power poles with permits pulled through the Building Department. Signage will be as diagrammed (exit, no smoking). Parking is as diagrammed on the site plan and traffic flows will be as diagrammed. Parking will be at least 20 feet from any temporary membrane structures, tents or canopies. No flammable or combustible liquids will be stored on site.

Items that will be sold will be Christmas trees, wreaths and garlands and assorted Christmas Holiday Items. Anticipated attendance over the course of the 30 day period is approximately 1500 families. Our application is identical to the operations we ran in 2006-2019 seasons.

**In light of COVID-19, we are prepared for "alternate" scenarios and crowd control, social distancing, etc. We would be happy to discuss these options via teleconference if deemed necessary. We understand that any permit to operate is also subject to any current city, county or state ordinances. We also understand that at any time we can be shut down by the city, county or state in the case of a second virus outbreak and non-essential businesses not being able to do operate.**

If you require further information please contact the project manager, Holly Prinz, at 707-775-1520 or via email at [abctreefarms@gmail.com](mailto:abctreefarms@gmail.com).

Jerome R Klima JR  
LLC Member  
ABC Tree Farms, LLC



# ABC TREE FARMS PUMPKIN PATCH 3590 BENTON STREET APN 290-22-154

**BENTON STREET**

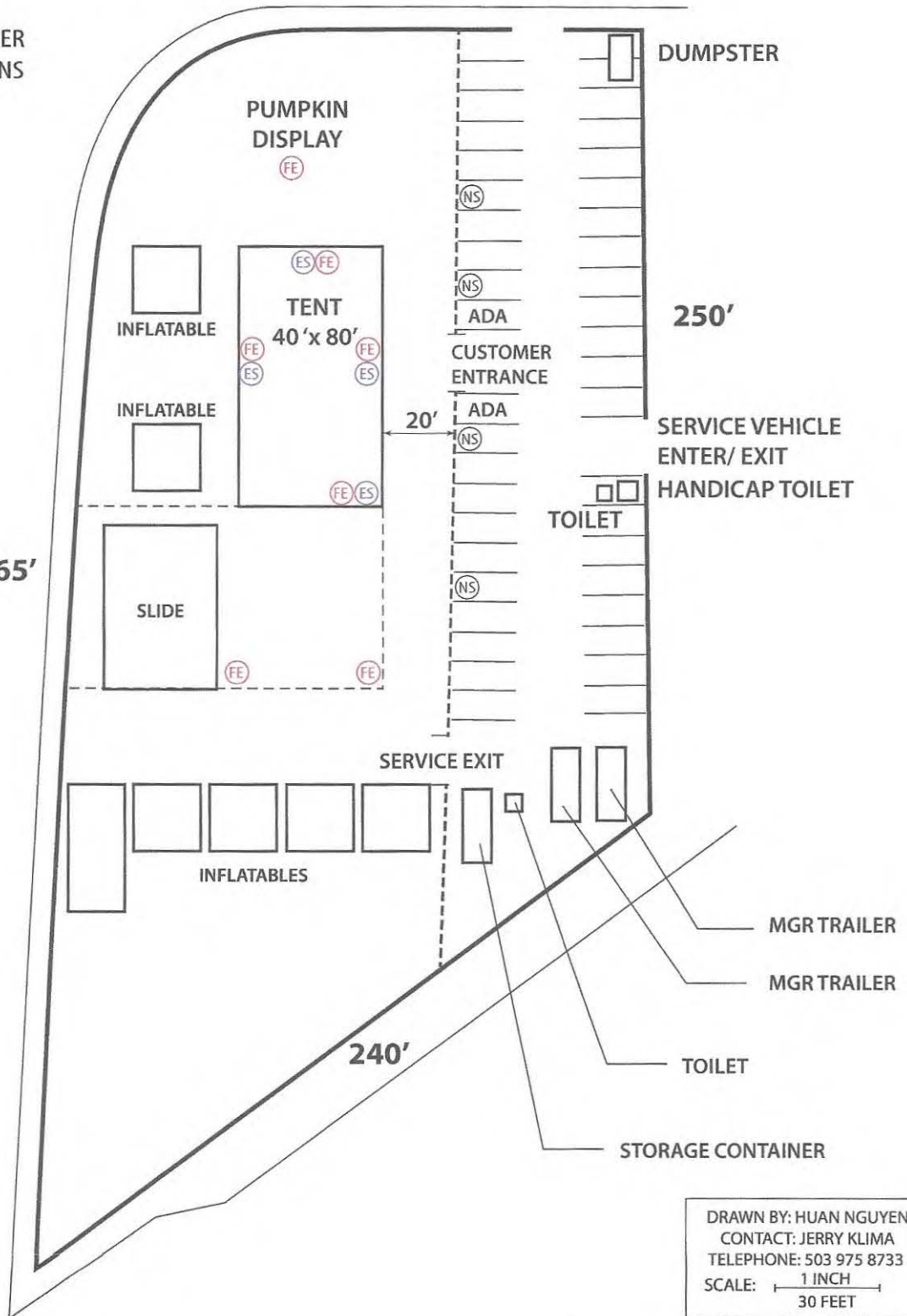
150'

VEHICLE  
ENTER/ EXIT

- ⊗ FE = FIRE EXTINGUISHER
- ⊗ NS = NO SMOKING SIGNS
- ⊗ ES = EXIT SIGNS

**LAWRENCE EXPRESSWAY**

365'



DUMPSTER

250'

SERVICE VEHICLE  
ENTER/ EXIT  
HANDICAP TOILET

TOILET

SERVICE EXIT

INFLATABLES

MGR TRAILER

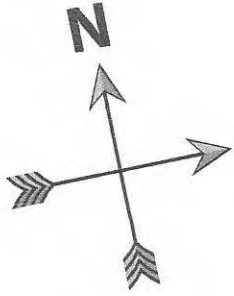
MGR TRAILER

TOILET

STORAGE CONTAINER

DRAWN BY: HUAN NGUYEN  
CONTACT: JERRY KLIMA  
TELEPHONE: 503 975 8733  
SCALE: 1 INCH = 30 FEET

**ABC TREE FARMS  
CHRISTMAS TREES  
3590 BENTON STREET  
APN 290-22-154**



**BENTON STREET**

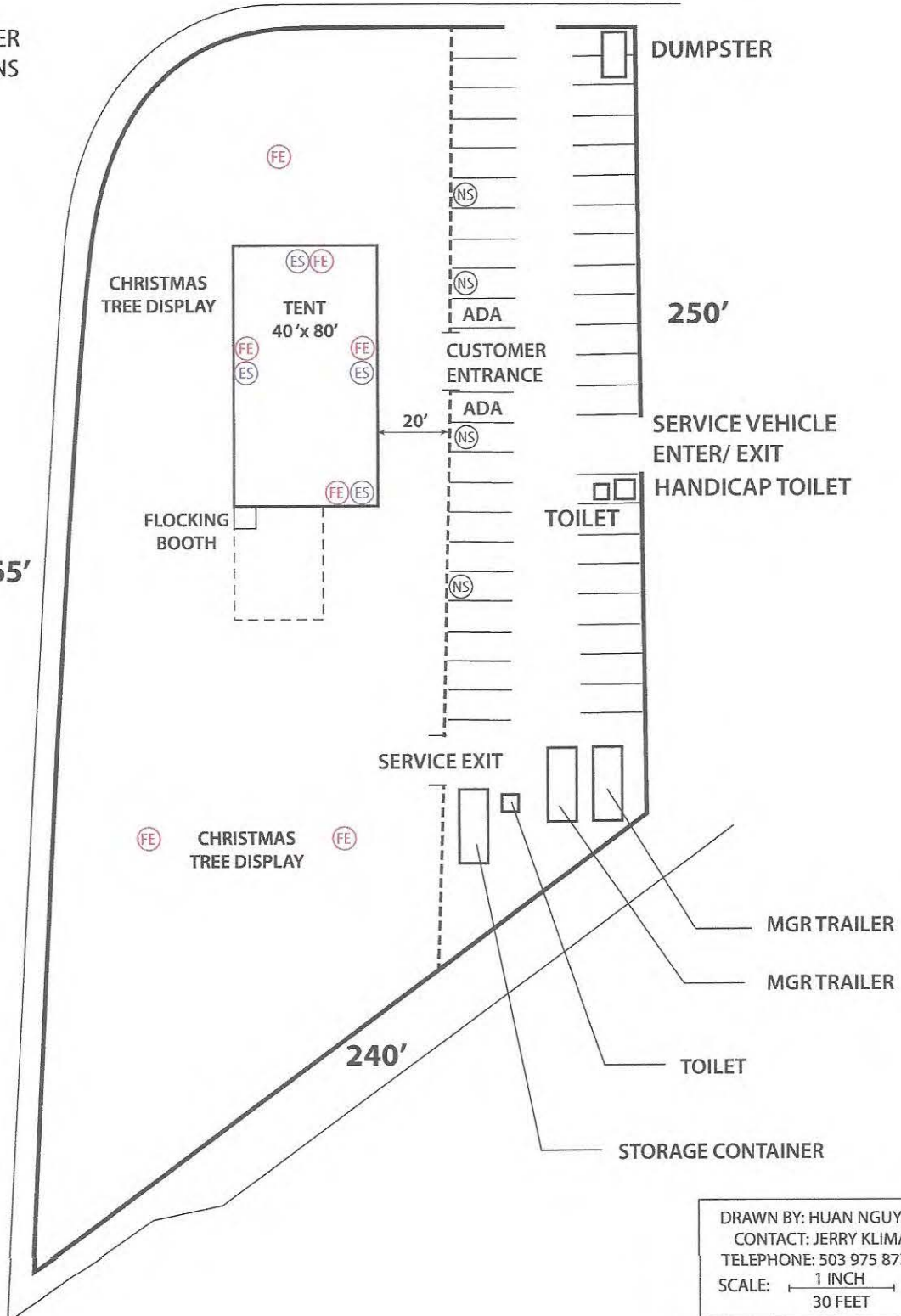
150'

VEHICLE  
ENTER/ EXIT

- ⊙ FE = FIRE EXTINGUISHER
- ⊙ NS = NO SMOKING SIGNS
- ⊙ ES = EXIT SIGNS

**LAWRENCE EXPRESSWAY**

365'



DUMPSTER

250'

CHRISTMAS  
TREE DISPLAY

TENT  
40'x 80'

ADA  
CUSTOMER  
ENTRANCE

SERVICE VEHICLE  
ENTER/ EXIT  
HANDICAP TOILET

FLOCKING  
BOOTH

20'

TOILET

SERVICE EXIT

CHRISTMAS  
TREE DISPLAY

MGR TRAILER

MGR TRAILER

240'

TOILET

STORAGE CONTAINER

DRAWN BY: HUAN NGUYEN  
CONTACT: JERRY KLIMA  
TELEPHONE: 503 975 8733  
SCALE: 1 INCH = 30 FEET



## Agenda Report

20-726

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on the Approval of FY 19 Edward Byrne Memorial Justice Assistance Grant Funding and Related Budget Amendment [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### BACKGROUND

In early 2005, the Bureau of Justice Administration (BJA) made the decision to combine the Byrne Formula Grant and the Local Law Enforcement Block Grant (LLEBG) Programs into the Edward Byrne Memorial Justice Assistance Grant (JAG) program. JAG is the primary provider of federal criminal justice funding to states and units of local government.

The JAG Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas:

- law enforcement programs;
- prosecution and court programs;
- prevention and education programs;
- corrections and community corrections programs;
- drug treatment and enforcement programs;
- planning, evaluation, and technology improvement programs;
- crime victim and witness programs (other than compensation); and,
- mental health programs and related law enforcement and corrections programs.

The Police Department has had the good fortune to be awarded \$85,179 in JAG funds the past six years (FY 12, \$14,855; FY 13, \$13,373; FY 14, \$15,847; FY 15, \$14,044; FY 16, \$14,806; FY 17, \$12,254). The Department did not apply for a FY 18 grant.

According to the FY 19 Solicitation, the Police Department was eligible to receive up to \$12,391. If funded, the Department will have until September 30, 2020, to expend these dollars.

#### DISCUSSION

In FY 16, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the

nation.

In preparation for the NIBRS compliance deadline, JAG applicants must dedicate a minimum of 3% of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements. The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program:

- software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI;
- training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state;
- training local agencies in how to collect and submit NIBRS data; and,
- technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

The Police Department currently relies on a Tiburon Records Management System (RMS) to file police reports, maintain accurate records of law enforcement documents and submit required data to the Department of Justice. This critical system is antiquated and will not meet pending State and Federal hardware, software, network and security requirements.

The Police Department submitted a JAG application to help fund software, hardware, training and / or labor to directly support our organization's technical capacity to collect, process, analyze and validate data to become NIBRS compliant. In its' application, the Police Department recommended dedicating the entire amount available to the RMS / NIBRS project.

The delay in bringing the 2019 grant award to Council for approval was the result of two complicating factors. First, as we saw with the 2017 and 2018 grant years, the State of California's passage of SB 54 (the California Values Act) created a conflict between state and federal law, which had to be resolved through litigation between the State and Federal governments. Eventually, as a result of that litigation, it was determined that the federal grant language would be altered for California jurisdictions such that local law enforcement could comply with both the State law and the federal grant conditions. Eventually, the Department of Justice issued a legal notice for California, referencing award conditions #31-41, with the following exception:

DOJ's authority to require compliance with the above-listed award requirement(s) is subject of pending litigation. Accordingly (and consonant with award condition #1), DOJ has determined that, at this time, it will not implement or enforce those award requirement(s), unless and until the status of the litigation changes, such that DOJ determines that it may and will implement or enforce one or more of them, whether in whole or in part. If and when that occurs, DOJ will provide advance written notice of each such determination to each affected recipient, including an indication of the effective date(s) for implementation thereof.

Second, during this period for reasons previously explained to Council, the City was forced to amend

its contract with Hexagon (the original vendor of the new NIBRS compliant records management system) and engage in an entirely new procurement process for the records management system. Because these grant funds are meant to be used in connection with the NIBRS compliance requirement, staff could not bring forward the grant for approval until that new procurement had progressed to the point where it was clear that the grant funds could in fact be used for this purpose in the given time frame.

**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**

Acceptance and appropriation of this Edward Byrne Memorial Justice Assistance Grant funding will support the Department’s efforts to become NIBRS compliant.

**Budget Amendment  
FY 2020/21**

|  | <b>Current</b> | <b>Increase/<br/>(Decrease)</b> | <b>Revised</b> |
|--|----------------|---------------------------------|----------------|
| <b>Police Department Operating Grant Trust Fund</b>  |                |                                 |                |
| <u>Revenue</u>                                       |                |                                 |                |
| Grant Funding  | \$0            | \$12,391                        | \$12,391       |
| <u>Expenditure</u>                                   |                |                                 |                |
| FY 19 Edward Byrne Memorial Justice Assistance Grant | \$0            | \$12,391                        | \$12,391       |

**COORDINATION**

This report was coordinated with the Finance Department and the City Attorney’s Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Accept and approve the FY 19 Edward Byrne Memorial Justice Assistance Grant funding of \$12,391 to support the Police Department’s efforts to become NIBRS compliant;
2. Approve the related FY 2020/21 budget amendment in the Police Operating Grant Trust Fund to recognize grant revenue in the amount of \$12,391 and establish an Edward Byrne Memorial Justice Assistance Grant Program 2019 appropriation in the amount of \$12,391;

3. Authorize the City Manager to sign grant-related documents; and
4. Authorize the City Manager to execute purchase order(s), subject to the appropriation of funds, to directly support the Police Department's technical capacity for collecting, processing, analyzing and validating data to become NIBRS compliant.

Reviewed by: Patrick Nikolai, Chief of Police

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. FY 19 Edward Byrne Memorial Justice Assistance Grant Funding Allocation
2. FY 19 Edward Byrne Memorial Justice Assistance Grant Award

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name   | Government Type | Direct Allocation | Joint Allocation |
|-------|---------------------|-----------------|-------------------|------------------|
| CA    | ALAMEDA COUNTY      | County          | \$41,553          |                  |
| CA    | ALAMEDA CITY        | Municipal       | \$12,930          |                  |
| CA    | BERKELEY CITY       | Municipal       | \$42,115          |                  |
| CA    | EMERYVILLE CITY     | Municipal       | \$10,212          |                  |
| CA    | FREMONT CITY        | Municipal       | \$27,827          |                  |
| CA    | HAYWARD CITY        | Municipal       | \$40,990          |                  |
| CA    | LIVERMORE CITY      | Municipal       | \$13,421          |                  |
| CA    | OAKLAND CITY        | Municipal       | \$412,973         |                  |
| CA    | SAN LEANDRO CITY    | Municipal       | \$33,331          |                  |
| CA    | UNION CITY          | Municipal       | \$18,762          | \$654,114        |
| CA    | BUTTE COUNTY        | County          | \$11,688          |                  |
| CA    | CHICO CITY          | Municipal       | \$23,962          | \$35,650         |
| CA    | CONTRA COSTA COUNTY | County          | \$25,555          |                  |
| CA    | ANTIOCH CITY        | Municipal       | \$50,079          |                  |
| CA    | RICHMOND CITY       | Municipal       | \$68,840          | \$144,474        |
| CA    | FRESNO COUNTY       | County          | \$78,514          |                  |
| CA    | FRESNO CITY         | Municipal       | \$212,002         | \$290,516        |
| CA    | KINGS COUNTY        | County          | \$10,400          |                  |
| CA    | HANFORD CITY        | Municipal       | \$20,261          | \$30,661         |
| CA    | LASSEN COUNTY       | County          | *                 |                  |
| CA    | SUSANVILLE CITY     | Municipal       | \$13,187          | \$13,187         |
| CA    | LOS ANGELES COUNTY  | County          | \$407,913         |                  |
| CA    | LOS ANGELES CITY    | Municipal       | \$1,978,783       | \$2,386,696      |
| CA    | MARIN COUNTY        | County          | *                 |                  |
| CA    | SAN RAFAEL CITY     | Municipal       | \$15,904          | \$15,904         |

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:**

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name       | Government Type | Direct Allocation | Joint Allocation |
|-------|-------------------------|-----------------|-------------------|------------------|
| CA    | MONTEREY COUNTY         | County          | \$18,106          |                  |
| CA    | SALINAS CITY            | Municipal       | \$73,174          | \$91,280         |
| CA    | NAPA COUNTY             | County          | *                 |                  |
| CA    | NAPA CITY               | Municipal       | \$20,284          | \$20,284         |
| CA    | ORANGE COUNTY           | County          | \$16,701          |                  |
| CA    | ANAHEIM CITY            | Municipal       | \$87,438          |                  |
| CA    | BUENA PARK CITY         | Municipal       | \$18,223          |                  |
| CA    | COSTA MESA CITY         | Municipal       | \$27,147          |                  |
| CA    | FULLERTON CITY          | Municipal       | \$23,962          |                  |
| CA    | GARDEN GROVE CITY       | Municipal       | \$38,672          |                  |
| CA    | HUNTINGTON BEACH CITY   | Municipal       | \$29,115          |                  |
| CA    | IRVINE CITY             | Municipal       | \$10,892          |                  |
| CA    | ORANGE CITY             | Municipal       | \$14,475          |                  |
| CA    | SANTA ANA CITY          | Municipal       | \$114,258         |                  |
| CA    | WESTMINSTER CITY        | Municipal       | \$20,917          | \$401,800        |
| CA    | RIVERSIDE COUNTY        | County          | \$58,581          |                  |
| CA    | BANNING CITY            | Municipal       | \$11,618          |                  |
| CA    | BEAUMONT CITY           | Municipal       | \$10,868          |                  |
| CA    | COACHELLA CITY          | Municipal       | \$10,353          |                  |
| CA    | CORONA CITY             | Municipal       | \$14,522          |                  |
| CA    | DESERT HOT SPRINGS CITY | Municipal       | \$17,544          |                  |
| CA    | HEMET CITY              | Municipal       | \$39,257          |                  |
| CA    | INDIO CITY              | Municipal       | \$38,906          |                  |
| CA    | JURUPA VALLEY CITY      | Municipal       | \$20,425          |                  |
| CA    | LAKE ELSINORE CITY      | Municipal       | \$10,985          |                  |
| CA    | MORENO VALLEY CITY      | Municipal       | \$53,967          |                  |
| CA    | PALM SPRINGS CITY       | Municipal       | \$19,769          |                  |
| CA    | PERRIS CITY             | Municipal       | \$13,937          |                  |
| CA    | RIVERSIDE CITY          | Municipal       | \$113,227         | \$433,959        |

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:**

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name     | Government Type | Direct Allocation | Joint Allocation |
|-------|-----------------------|-----------------|-------------------|------------------|
| CA    | SAN BERNARDINO COUNTY | County          | \$63,383          |                  |
| CA    | ADELANTO CITY         | Municipal       | \$17,005          |                  |
| CA    | APPLE VALLEY TOWN     | Municipal       | \$18,247          |                  |
| CA    | BARSTOW CITY          | Municipal       | \$22,158          |                  |
| CA    | CHINO CITY            | Municipal       | \$15,342          |                  |
| CA    | COLTON CITY           | Municipal       | \$15,061          |                  |
| CA    | FONTANA CITY          | Municipal       | \$55,934          |                  |
| CA    | HESPERIA CITY         | Municipal       | \$23,798          |                  |
| CA    | HIGHLAND CITY         | Municipal       | \$14,686          |                  |
| CA    | MONTCLAIR CITY        | Municipal       | \$15,483          |                  |
| CA    | ONTARIO CITY          | Municipal       | \$42,911          |                  |
| CA    | RANCHO CUCAMONGA CITY | Municipal       | \$20,120          |                  |
| CA    | REDLANDS CITY         | Municipal       | \$15,295          |                  |
| CA    | RIALTO CITY           | Municipal       | \$29,818          |                  |
| CA    | SAN BERNARDINO CITY   | Municipal       | \$196,285         |                  |
| CA    | UPLAND CITY           | Municipal       | \$16,560          |                  |
| CA    | VICTORVILLE CITY      | Municipal       | \$55,911          | \$637,997        |
| CA    | SAN DIEGO COUNTY      | County          | \$95,309          |                  |
| CA    | SAN DIEGO CITY        | Municipal       | \$377,932         | \$473,241        |
| CA    | SAN JOAQUIN COUNTY    | County          | \$55,841          |                  |
| CA    | STOCKTON CITY         | Municipal       | \$301,736         | \$357,577        |
| CA    | SANTA BARBARA COUNTY  | County          | \$18,809          |                  |
| CA    | SANTA MARIA CITY      | Municipal       | \$33,846          | \$52,655         |
| CA    | SANTA CLARA COUNTY    | County          | \$21,807          |                  |
| CA    | SAN JOSE CITY         | Municipal       | \$268,780         | \$290,587        |
| CA    | SANTA CRUZ COUNTY     | County          | \$20,331          |                  |
| CA    | SANTA CRUZ CITY       | Municipal       | \$33,472          | \$53,803         |
| CA    | SOLANO COUNTY         | County          | *                 |                  |
| CA    | FAIRFIELD CITY        | Municipal       | \$35,322          |                  |
| CA    | VACAVILLE CITY        | Municipal       | \$15,319          |                  |
| CA    | VALLEJO CITY          | Municipal       | \$73,361          | \$124,002        |

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:**

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name     | Government Type | Direct Allocation | Joint Allocation |
|-------|-----------------------|-----------------|-------------------|------------------|
| CA    | STANISLAUS COUNTY     | County          | \$29,560          |                  |
| CA    | MODESTO CITY          | Municipal       | \$145,293         | \$174,853        |
| CA    | SUTTER COUNTY         | County          | *                 |                  |
| CA    | YUBA CITY             | Municipal       | \$17,403          | \$17,403         |
| CA    | TEHAMA                | County          | *                 |                  |
| CA    | RED BLUFF CITY        | Municipal       | \$10,236          | \$10,236         |
| CA    | VENTURA COUNTY        | County          | \$12,086          |                  |
| CA    | OXNARD CITY           | Municipal       | \$65,022          |                  |
| CA    | SAN BUENAVENTURA CITY | Municipal       | \$28,155          | \$105,263        |
| CA    | YOLO COUNTY           | County          | *                 |                  |
| CA    | WEST SACRAMENTO CITY  | Municipal       | \$17,403          |                  |
| CA    | WOODLAND CITY         | Municipal       | \$15,693          | \$33,096         |
| CA    | ALHAMBRA CITY         | Municipal       | \$11,384          |                  |
| CA    | ARVIN CITY            | Municipal       | \$13,328          |                  |
| CA    | ATWATER CITY          | Municipal       | \$13,773          |                  |
| CA    | AZUSA CITY            | Municipal       | \$11,594          |                  |
| CA    | BAKERSFIELD CITY      | Municipal       | \$127,843         |                  |
| CA    | BALDWIN PARK CITY     | Municipal       | \$21,971          |                  |
| CA    | BELL CITY             | Municipal       | \$15,975          |                  |
| CA    | BELLFLOWER CITY       | Municipal       | \$26,421          |                  |
| CA    | BRAWLEY CITY          | Municipal       | \$10,470          |                  |
| CA    | BURBANK CITY          | Municipal       | \$14,569          |                  |
| CA    | CALAVERAS COUNTY      | County          | \$11,243          |                  |
| CA    | CARLSBAD CITY         | Municipal       | \$14,710          |                  |
| CA    | CARSON CITY           | Municipal       | \$33,097          |                  |
| CA    | CERES CITY            | Municipal       | \$12,531          |                  |
| CA    | CHULA VISTA CITY      | Municipal       | \$51,742          |                  |
| CA    | CITRUS HEIGHTS CITY   | Municipal       | \$26,468          |                  |
| CA    | CLOVIS CITY           | Municipal       | \$17,263          |                  |
| CA    | COMPTON CITY          | Municipal       | \$76,851          |                  |
| CA    | CONCORD CITY          | Municipal       | \$32,792          |                  |
| CA    | COVINA CITY           | Municipal       | \$10,400          |                  |
| CA    | CULVER CITY           | Municipal       | \$12,930          |                  |

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:**

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name    | Government Type | Direct Allocation | Joint Allocation |
|-------|----------------------|-----------------|-------------------|------------------|
| CA    | DALY CITY            | Municipal       | \$17,403          |                  |
| CA    | DELANO CITY          | Municipal       | \$17,122          |                  |
| CA    | DINUBA CITY          | Municipal       | \$12,836          |                  |
| CA    | DOWNEY CITY          | Municipal       | \$25,531          |                  |
| CA    | EAST PALO ALTO CITY  | Municipal       | \$10,002          |                  |
| CA    | EL CAJON CITY        | Municipal       | \$27,733          |                  |
| CA    | EL CENTRO CITY       | Municipal       | \$12,976          |                  |
| CA    | EL DORADO COUNTY     | County          | \$17,544          |                  |
| CA    | EL MONTE CITY        | Municipal       | \$30,427          |                  |
| CA    | ELK GROVE CITY       | Municipal       | \$39,655          |                  |
| CA    | ESCONDIDO CITY       | Municipal       | \$38,882          |                  |
| CA    | EUREKA CITY          | Municipal       | \$15,576          |                  |
| CA    | GARDENA CITY         | Municipal       | \$24,173          |                  |
| CA    | GILROY CITY          | Municipal       | \$13,632          |                  |
| CA    | GLENDALE CITY        | Municipal       | \$16,302          |                  |
| CA    | HAWTHORNE CITY       | Municipal       | \$43,778          |                  |
| CA    | HUMBOLDT COUNTY      | County          | \$18,809          |                  |
| CA    | HUNTINGTON PARK CITY | Municipal       | \$29,888          |                  |
| CA    | IMPERIAL COUNTY      | County          | \$12,110          |                  |
| CA    | INGLEWOOD CITY       | Municipal       | \$55,981          |                  |
| CA    | KERN COUNTY          | County          | \$159,863         |                  |
| CA    | LA MESA CITY         | Municipal       | \$12,953          |                  |
| CA    | LAKE COUNTY          | County          | \$14,054          |                  |
| CA    | LAKELAND CITY        | Municipal       | \$17,872          |                  |
| CA    | LANCASTER CITY       | Municipal       | \$77,929          |                  |
| CA    | LAWNSDALE CITY       | Municipal       | \$13,304          |                  |
| CA    | LEMON GROVE CITY     | Municipal       | \$11,032          |                  |
| CA    | LODI CITY            | Municipal       | \$24,618          |                  |
| CA    | LOMPOC CITY          | Municipal       | \$14,475          |                  |
| CA    | LONG BEACH CITY      | Municipal       | \$204,085         |                  |
| CA    | LYNWOOD CITY         | Municipal       | \$31,410          |                  |
| CA    | MADERA CITY          | Municipal       | \$31,223          |                  |
| CA    | MADERA COUNTY        | County          | \$28,553          |                  |
| CA    | MANTECA CITY         | Municipal       | \$16,701          |                  |
| CA    | MENDOCINO COUNTY     | County          | \$21,643          |                  |
| CA    | MERCED CITY          | Municipal       | \$42,513          |                  |
| CA    | MERCED COUNTY        | County          | \$35,018          |                  |
| CA    | MONTEBELLO CITY      | Municipal       | \$13,468          |                  |

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:**

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name             | Government Type | Direct Allocation | Joint Allocation |
|-------|-------------------------------|-----------------|-------------------|------------------|
| CA    | MOUNTAIN VIEW CITY            | Municipal       | \$10,447          |                  |
| CA    | NATIONAL CITY                 | Municipal       | \$20,847          |                  |
| CA    | NORWALK CITY                  | Municipal       | \$29,419          |                  |
| CA    | OCEANSIDE CITY                | Municipal       | \$47,666          |                  |
| CA    | PALMDALE CITY                 | Municipal       | \$51,718          |                  |
| CA    | PARAMOUNT CITY                | Municipal       | \$21,549          |                  |
| CA    | PASADENA CITY                 | Municipal       | \$34,643          |                  |
| CA    | PETALUMA CITY                 | Municipal       | \$15,857          |                  |
| CA    | PICO RIVERA CITY              | Municipal       | \$15,342          |                  |
| CA    | PITTSBURG CITY                | Municipal       | \$19,769          |                  |
| CA    | PLACER COUNTY                 | County          | \$20,191          |                  |
| CA    | POMONA CITY                   | Municipal       | \$56,496          |                  |
| CA    | PORTERVILLE CITY              | Municipal       | \$15,178          |                  |
| CA    | RANCHO CORDOVA                | Municipal       | \$20,940          |                  |
| CA    | REDDING CITY                  | Municipal       | \$46,589          |                  |
| CA    | REDONDO BEACH CITY            | Municipal       | \$12,203          |                  |
| CA    | REDWOOD CITY                  | Municipal       | \$13,187          |                  |
| CA    | REEDLEY CITY                  | Municipal       | \$10,868          |                  |
| CA    | RIDGECREST CITY               | Municipal       | \$10,306          |                  |
| CA    | ROHNERT PARK CITY             | Municipal       | \$14,733          |                  |
| CA    | ROSEMEAD CITY                 | Municipal       | \$11,594          |                  |
| CA    | ROSEVILLE CITY                | Municipal       | \$15,811          |                  |
| CA    | SACRAMENTO CITY               | Municipal       | \$246,833         |                  |
| CA    | SACRAMENTO COUNTY             | County          | \$199,705         |                  |
| CA    | SAN FRANCISCO CITY AND COUNTY | Municipal       | \$449,747         |                  |
| CA    | SAN LUIS OBISPO CITY          | Municipal       | \$12,859          |                  |
| CA    | SAN LUIS OBISPO COUNTY        | County          | \$19,137          |                  |
| CA    | SAN MARCOS CITY               | Municipal       | \$13,187          |                  |
| CA    | SAN MATEO CITY                | Municipal       | \$18,176          |                  |
| CA    | SAN MATEO COUNTY              | County          | \$21,994          |                  |
| CA    | SAN PABLO CITY                | Municipal       | \$14,546          |                  |
| CA    | SANTA BARBARA CITY            | Municipal       | \$26,632          |                  |
| CA    | SANTA CLARA CITY              | Municipal       | \$12,391          |                  |
| CA    | SANTA CLARITA CITY            | Municipal       | \$24,219          |                  |
| CA    | SANTA MONICA CITY             | Municipal       | \$38,063          |                  |
| CA    | SANTA ROSA CITY               | Municipal       | \$46,518          |                  |
| CA    | SELMA CITY                    | Municipal       | \$18,223          |                  |
| CA    | SHASTA COUNTY                 | County          | \$40,826          |                  |

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

**Finding your jurisdiction:**

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name        | Government Type | Direct Allocation   | Joint Allocation |
|-------|--------------------------|-----------------|---------------------|------------------|
| CA    | SIMI VALLEY CITY         | Municipal       | \$12,461            |                  |
| CA    | SONOMA COUNTY            | County          | \$43,497            |                  |
| CA    | SOUTH GATE CITY          | Municipal       | \$44,387            |                  |
| CA    | SOUTH SAN FRANCISCO CITY | Municipal       | \$12,648            |                  |
| CA    | SUNNYVALE CITY           | Municipal       | \$11,665            |                  |
| CA    | THOUSAND OAKS CITY       | Municipal       | \$11,056            |                  |
| CA    | TORRANCE CITY            | Municipal       | \$17,310            |                  |
| CA    | TRACY CITY               | Municipal       | \$11,665            |                  |
| CA    | TULARE CITY              | Municipal       | \$18,293            |                  |
| CA    | TULARE COUNTY            | County          | \$25,648            |                  |
| CA    | TUOLUMNE COUNTY          | County          | \$12,110            |                  |
| CA    | TURLOCK CITY             | Municipal       | \$28,365            |                  |
| CA    | VISALIA CITY             | Municipal       | \$36,189            |                  |
| CA    | VISTA CITY               | Municipal       | \$25,414            |                  |
| CA    | WATSONVILLE CITY         | Municipal       | \$19,652            |                  |
| CA    | WEST COVINA CITY         | Municipal       | \$18,809            |                  |
| CA    | WEST HOLLYWOOD CITY      | Municipal       | \$18,949            |                  |
| CA    | WHITTIER CITY            | Municipal       | \$18,645            |                  |
| CA    | YUBA COUNTY              | County          | \$15,483            |                  |
|       |                          |                 |                     |                  |
|       | <b>Local total</b>       |                 | <b>\$10,788,322</b> |                  |



U.S. Department of Justice

Office of Justice Programs

---

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2019

Ms. Deanna Santana  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050-3701

Dear Ms. Santana:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$12,391 for City of Santa Clara.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Elaine Vanlandingham, Program Manager at (202) 305-0034; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures



**U.S. Department of Justice**  
Office of Justice Programs  
*Office of Civil Rights*

---

Washington, DC 20531

September 18, 2019

Ms. Deanna Santana  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050-3701

Dear Ms. Santana:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in cursive script that reads "Michael L. Alston".

Michael L. Alston  
Director


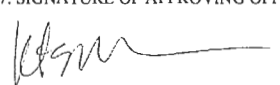
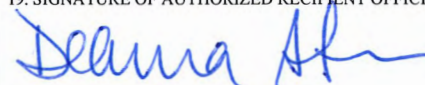
cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 30

|  |  |   |                               |
|--|--|---|-------------------------------|
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code)<br>City of Santa Clara<br>1500 Warburton Avenue<br>Santa Clara, CA 95050-3701   |  | 4. AWARD NUMBER: 2019-DJ-BX-0223  |                               |
| 2a. GRANTEE IRS/VENDOR NO.<br>946000426  |  | 5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020<br>BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020  |                               |
| 2b. GRANTEE DUNS NO.<br>065242948  |  | 6. AWARD DATE 09/18/2019  | 7. ACTION<br>Initial          |
| 3. PROJECT TITLE<br>FY 19 Local JAG Program  |  | 8. SUPPLEMENT NUMBER<br>00  | 9. PREVIOUS AWARD AMOUNT \$ 0 |
|  |  | 10. AMOUNT OF THIS AWARD  | \$ 12,391                     |
|  |  | 11. TOTAL AWARD   | \$ 12,391                     |
| 12. SPECIAL CONDITIONS<br>THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).  |  |   |                               |
| 13. STATUTORY AUTHORITY FOR GRANT<br>This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a). |  |   |                               |
| 14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)<br>16.738 - Edward Byrne Memorial Justice Assistance Grant Program  |  |   |                               |
| 15. METHOD OF PAYMENT<br>GPRS  |  |   |                               |
| AGENCY APPROVAL  |  | GRANTEE ACCEPTANCE  |                               |
| 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL<br>Katharine T. Sullivan<br>Principal Deputy Assistant Attorney General   |  | 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL<br>Deanna Santana<br>City Manager<br> |                               |
| 17. SIGNATURE OF APPROVING OFFICIAL<br>   |  | 19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL<br>  | 19A. DATE<br>9/20/19          |
| AGENCY USE ONLY  |  |   |                               |
| 20. ACCOUNTING CLASSIFICATION CODES<br>FISCAL FUND BUD. DIV.<br>YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT<br>X B DJ 80 00 00 12391   |  | 21. UDJUGT0584  |                               |

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 2 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

*dir*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 3 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 4 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 5 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

*dm*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 6 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

*dn*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 7 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 8 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

*dris*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 9 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 10 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 11 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 12 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 13 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

*dm*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 14 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 15 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 16 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

I. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 17 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 18 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 19 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

*dm*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 20 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 21 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 22 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 23 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 24 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

*dnv*



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 25 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 26 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 27 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 28 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 29 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

67. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

68. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: No current SAM registration

The recipient may not obligate, expend, or draw down any award funds until: (1) the recipient acquires current registration with the System for Award Management (SAM), (2) the recipient notifies the DOJ awarding agency (OJP or OVW, as appropriate) in writing of its current SAM registration, and (3) a Grant Adjustment Notice (GAN) is issued to remove this condition.

70. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

72. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

73. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 30 OF 30

PROJECT NUMBER 2019-DJ-BX-0223

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

74. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.



**U.S. Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

---

Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for City of Santa Clara

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2019-DJ-BX-0223

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Elaine Vanlandingham  
(202) 305-0034

2. PROJECT DIRECTOR (Name, address & telephone number)

Carolyn McDowell  
MANAGEMENT ANALYST  
601 El Camino Real  
Santa Clara, CA 95050-4307  
(408) 615-4892

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 19 Local JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050-3701

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 12,391

10. DATE OF AWARD

09/18/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety. NCA/NCF



## Agenda Report

20-745

Agenda Date: 8/25/2020

### REPORT TO CITY COUNCIL

#### SUBJECT

Update on Tasman East Specific Plan Implementation [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

#### BACKGROUND

On November 13, 2018, the City Council adopted the Tasman East Specific Plan (TESP) to guide the transition of an underutilized 45-acre industrial neighborhood immediately adjacent to the Santa Clara Valley Transportation Authority Lick Mill Light Rail station into a pedestrian-friendly and transit-oriented development with the addition of 4,500 new residential units near transit and jobs. The Specific Plan also incorporates approximately 100,000 square feet of neighborhood-oriented and convenience retail and 10 acres of open space including various outdoor recreational facilities and landscape features, a public plaza, pocket parks and paseos.

#### DISCUSSION

There has been strong development interest within the Specific Plan area since its adoption. As shown in Attachment #1, to date, there are currently five projects in the architectural review process and an additional six projects that have completed the architectural review process and submitted building permit applications. While all projects are subject to an inclusionary affordable housing requirement, the projects currently under construction also include a 100% affordable housing project with 196 rental units, developed by St. Anton Tasman East, LP. In total, 4,484 residential units are either approved or pending for development out of the 4,500 units of capacity available within the adopted Tasman East Specific Plan.

As staff works with the Tasman East developers on projects in the Specific Plan, hurdles relating to implementation of certain aspects of the Specific Plan were identified. On August 20, 2019, the City Council approved a contract amendment with the City's planning and environmental consultant for Tasman East, Perkins + Will, to prepare an update to the Tasman East Specific Plan to analyze the replacement of a proposed street extension of Calle de Sol, which was adopted in the Specific Plan, with a pedestrian and bicycle paseo. This modification would allow the City to retain the existing Primavera sanitary sewer pump station at its current location.

In addition to the change to Calle del Sol, the update would address other issues. Developers have requested more flexibility in how best to determine additional site-wide Transit Demand Management options as a modification of those identified within the Specific Plan. Co-working and daycare activities are additional uses that can be added to the plan as desirable and developers are interested in locating these supporting businesses on second or third stories of their multistory buildings. While these uses would be complementary to the new residential neighborhood being created, the zoning district in Tasman East, Transit Neighborhood, limits these uses to the ground floor and thus an amendment to the zoning district is necessary. An Amendment to the Specific Plan

(Amendment #1) and to the Transit Neighborhood Zoning District is scheduled to be considered on August 26, 2020 by the Planning Commission for their recommendation to the City Council. The items are tentatively scheduled to be considered by the City Council on September 29, 2020.

There is more potential to develop the Tasman East Specific Plan area as 12 acres within the Specific Plan boundaries are not yet proposed for redevelopment; however the capacity created through the Specific Plan is nearing its limit of 4,500 units. On November 19, 2019, the City Council approved the application and receipt of grant funds for the SB2 Planning Grants Program Year One issued by the California Department of Housing and Community Development for the purposes of amending the Tasman East Specific Plan to add up to 1,500 more residential units and analyze the associated environmental and infrastructure impacts and improvements. The work associated with that Specific Plan Amendment (Specific Plan Amendment #2) to increase development capacity has not yet begun. The City Council will consider, in late Fall 2020, an amendment to the contract with Perkins + Will to assist staff with the preparation of the Specific Plan Amendment #2 and the associated environmental analysis.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

There is no fiscal impact associated with the review of this status update on the Tasman East Specific Plan. Implementation of adopted the Specific Plan is funded through private development applications. Consultant work associated with Amendment #1 to the Specific Plan is also funded by private developers through a reimbursement agreement with the City. The future Specific Plan Amendment # 2 referenced above is anticipated to be funded by a grant allocation from the State of California associated with Senate Bill 2. Following the grant announcement in Spring 2020 and should the City receive the grant award, staff will return to Council to recommend a Budget Amendment in order to appropriate funds.

### **COORDINATION**

This report has been coordinated with the City Attorney's Office.

### **PUBLIC CONTACT**

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

**RECOMMENDATION**

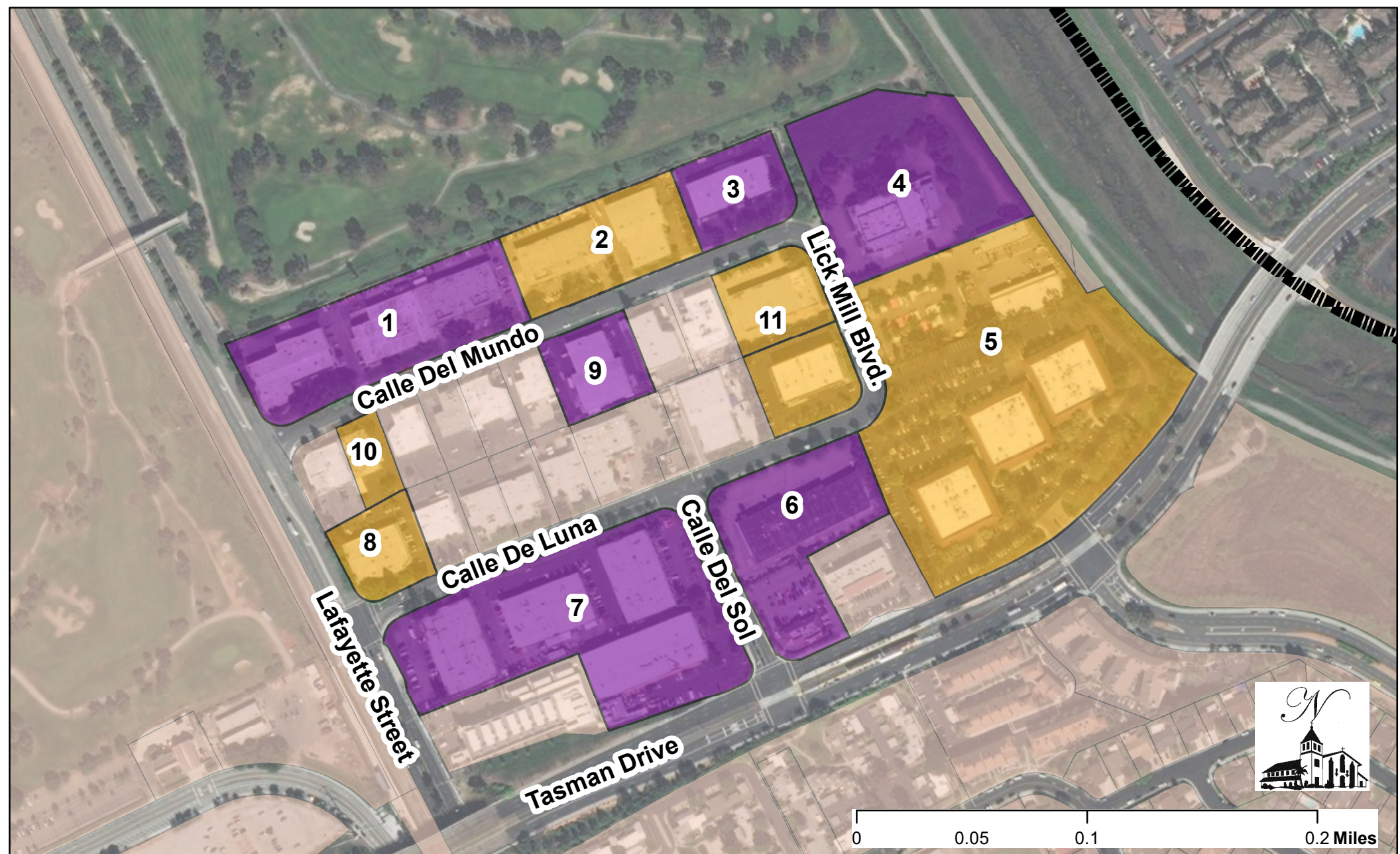
Note and file the Update on Tasman East Specific Plan Implementation.

Reviewed by: Andrew Crabtree, Director, Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Tasman East Specific Plan Projects Map
2. Tasman East Specific Plan Projects List



## Tasman East Development

 Planning Applications Approved

 Planning Applications on File

 Citylimit

- |                                      |                                     |
|--------------------------------------|-------------------------------------|
| 1. 2343 Calle Del Mundo (SummerHill) | 7. 2300 Calle De Luna (Related)     |
| 2. 2263 Calle Del Mundo (Ensemble)   | 8. 5185 Lafayette Street (Ensemble) |
| 3. 2233 Calle Del Mundo (St. Anton)  | 9. 2302 Calle Del Mundo (Ensemble)  |
| 4. 2200 Calle De Luna (Holland)      | 10. 2354 Calle Del Mundo (Ensemble) |
| 5. 2101 Tasman Drive (Related)       | 11. 2225 Calle de Luna &            |
| 6. 5123 Calle Del Sol (Ensemble)     | 2232 Calle Del Mundo (Greystar)     |

| <b>Tasman East Specific Plan Developments</b> |  |                               |                                     |                                  |                             |   |
|---|--|-------------------------------|-------------------------------------|----------------------------------|-----------------------------|---|
| <b><i>Project Addresses</i></b>               | <b><i>Developer</i></b>                                | <b><i>Number of Units</i></b> | <b><i>Assisted Living Units</i></b> | <b><i>Retail Square Feet</i></b> | <b><i>Approval Date</i></b> | <b><i>Affordable Units Provided</i></b>   |
| 2343 Calle De Mundo                           | SummerHill   | 347                           |                                     |                                  | 3/6/2019                    | 34 units (.1 fractional unit includes \$16,150.15 payment)  |
| 2200 Calle De Luna                            | Holland  | 580                           |                                     |                                  | 10/16/2019                  | TBD, Affordable Housing Agreement not yet completed   |
| 5123 Calle De Sol                             | Ensemble   | 503                           |                                     | 23,870                           | 7/17/2019                   | Affordable obligation provided with 2302 Calle Del Mundo  |
| 5186 Lafayette St                             | Ensemble   | 271                           |                                     | 3,650                            |                             | TBD, Affordable Housing Agreement not yet completed   |
| 2263 Calle Del Mundo                          | Ensemble   | 301                           |                                     |                                  |                             | Affordable obligation provided with 2302 Calle Del Mundo  |
| 2300 Calle De Luna                            | Related  | 551                           | 176                                 | 22,000                           | 12/4/2019                   | TBD, Affordable Housing Agreement not yet completed   |
| 2233 Calle Del Mundo                          | St. Anton  | 196                           |                                     |                                  | 2/19/2020                   | 182 units (from Irvine's Santa Clara Square off site mitigation)  |
| 2101 Tasman Drive                             | Related  | 939                           |                                     |                                  |                             | TBD, Affordable Housing Agreement not yet completed   |
| 2302 Calle Del Mundo                          | Ensemble   | 150                           |                                     | 5,000                            | 1/15/2020                   | Project is 100% affordable. 30 affordable units are off site mitigation for 2263 Calle Del Mundo & 5123 Calle Del Sol |
| 2354 Calle Del Mundo                          | Ensemble   | 110                           |                                     |                                  |                             | TBD, Affordable Housing Agreement not yet completed   |
| 2225 Calle De Luna & 2232 Calle Del Mundo     | Greystar   | 360                           |                                     |                                  |                             | TBD, Affordable Housing Agreement not yet completed   |
|   | <b>Sub Totals</b>                                      | <b>4,308</b>                  | <b>176</b>                          | <b>54,520</b>                    |                             |   |
|   | <b>Total Units (Residential &amp; Assisted Living)</b> | <b>4,484</b>                  |                                     |                                  |                             |   |
|   | <b>Plan Capacity</b>                                   | <b>4,500</b>                  |                                     | <b>106,000</b>                   |                             |   |



Agenda Report

20-747

Agenda Date: 8/25/2020

---

**REPORT TO COUNCIL**

**SUBJECT**

Accept the 2020 Assistance to Firefighters Grant Program COVID-19 Supplemental Award in the amount of \$27,036 and Approve the Related Budget Amendment Including the Required 10% Matching Funds [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**BACKGROUND**

The Fire Department has received a Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) Program COVID-19 Supplemental award in the amount of \$27,036 to supplement the cost of COVID-19 personal protective equipment (PPE) for department personnel. This grant requires the City to provide a ten percent funding match and staff is recommending an appropriation of \$2,703 from the General Fund to meet this requirement.

**DISCUSSION**

The Fire Department has purchased COVID-19 related PPE to protect department personnel from contracting the virus when responding to medical calls. This PPE includes gloves, respirators, face masks, gowns, and goggles. Grant funds awarded will be used to reimburse for the purchase of these COVID-19 items for the period of performance (August 6, 2020 to August 5, 2021) noted in the Award Packet, as well as purchases from January 2020 to current, as specified in the Notice of Funding Opportunity (NOFO) grant documentation.

**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 is recommending a budget amendment to appropriate the grant funds in the amount of \$27,036 and the required ten percent City match in the amount of \$2,703 from the General Fund. These funds will be used to purchase the PPE needed to respond to medical calls during this COVID-19 crisis. AFG is a reimbursement grant, and upon expenditure of the appropriated funds, the Department will request reimbursement from FEMA.

**Budget Amendment FY 2020/21**

| <b>Fire Operating Grant Trust Fund <u>Revenues</u> Current</b> |              | <b>Increase/<br/>(Decrease)</b> | <b>Revised</b> |
|--|--------------|---------------------------------|----------------|
| Other Agencies   | \$0          | \$27,036                        | \$27,036       |
| <u>Transfers In</u>  |              |                                 |                |
| Transfer from the General Fund                                 | \$0          | \$ 2,703                        | \$ 2,703       |
| <u>Expenditures</u>  |              |                                 |                |
| Assistance to Firefighters COVID-19 Grant FY 20/21             | \$0          | 29,739                          | \$29,739       |
| <b>General Fund</b>  |              |                                 |                |
| <u>Reserves</u>  |              |                                 |                |
| Budget Stabilization Reserve                                   | \$57,709,688 | (\$ 2,703)                      | \$57,706,985   |
| <u>Transfers Out</u>   |              |                                 |                |
| Transfer to Fire Operating Grant Trust Fund                    | \$0          | \$ 2,703                        | \$ 2,703       |

### **COORDINATION**

This report has been coordinated with the Finance Department and City Manager's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

1. Accept the 2020 Assistance to Firefighters Grant COVID-19 Supplemental Award in the amount of \$27,036 for the COVID-19 Purchase of Personal Protection Equipment for Department Personnel and authorize the City Manager to execute the necessary documents; and
2. Approve the FY 2020/21 Budget Amendment in the Fire Operating Grant Trust Fund to recognize grant revenue of \$27,036 and a transfer of \$2,703 from the General Fund as the City's 10% grant match and establish the Assistance to Firefighters COVID-19 Grant FY 2020/21 appropriation in the amount of \$29,739; in the General Fund, establish a transfer of \$2,703 to the Fire Operating Grant Trust Fund and reduce the Budget Stabilization Reserve by \$2,703.

Reviewed by: Ruben Torres, Fire Chief

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. EMW-2020-FG-02726 Award Package
2. FEMA FY2020 COVID-19 Notice of Funding Opportunity

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Nicole Gresham  
SANTA CLARA, CITY OF  
777 BENTON STREET  
SANTA CLARA, CA 95050



EMW-2020-FG-02726

Dear Nicole Gresham,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$27,035.92 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$2,703.59 for a total approved budget of \$29,739.51. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan".

Christopher Logan  
Acting Assistant Administrator  
Grant Programs Directorate

# Summary Award Memo

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

**Recipient:** SANTA CLARA, CITY OF

**DUNS number:** 044686892

**Award number:** EMW-2020-FG-02726

## Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| <b>Object Class</b> | <b>Total</b>       |
|---------------------|--------------------|
| Personnel           | \$0.00             |
| Fringe benefits     | \$0.00             |
| Travel              | \$0.00             |
| Equipment           | \$0.00             |
| Supplies            | \$29,739.51        |
| Contractual         | \$0.00             |
| Construction        | \$0.00             |
| Other               | \$0.00             |
| Indirect charges    | \$0.00             |
| Federal             | \$27,035.92        |
| Non-federal         | \$2,703.59         |
| <b>Total</b>        | <b>\$29,739.51</b> |
| Program Income      | \$0.00             |

## **Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

### **Approved request details:**

## **Personal Protective Equipment (PPE)**

## Gloves

### DESCRIPTION

258 boxes of gloves for the remainder of calendar year 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 258      | \$11.03    | \$2,845.74 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Respirators

### DESCRIPTION

150 ea reusable half face respirators purchased between January and May 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 150      | \$64.80    | \$9,720.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Surgical Type Face Masks

### DESCRIPTION

Patient N95s for remainder of calendar year 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 428      | \$2.50     | \$1,070.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Gloves

### DESCRIPTION

387 boxes of gloves purchased from January to May 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 129      | \$11.03    | \$1,422.87 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Surgical Type Face Masks

### DESCRIPTION

P100 surgical type face masks purchased for COVID specific activities for calendar year 2020.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 303      | \$7.80     | \$2,363.40 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Isolation Gowns

### DESCRIPTION

210 isolation gown purchased from January to May 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL    | BUDGET CLASS |
|--------|----------|------------|----------|--------------|
| Cost 1 | 210      | \$1.50     | \$315.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Surgical Type Face Masks

### DESCRIPTION

Patient N95s purchased from January to May 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL    | BUDGET CLASS |
|--------|----------|------------|----------|--------------|
| Cost 1 | 214      | \$2.50     | \$535.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Surgical Type Face Masks

### DESCRIPTION

560 ea N95 surgical type face masks purchased from January to May 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 560      | \$2.50     | \$1,400.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Surgical Type Face Masks

### DESCRIPTION

1120 ea N95 surgical type face masks for the remainder of calendar year 2020 for COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 1,120    | \$2.50     | \$2,800.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Eye Protection

### DESCRIPTION

150 ea vented goggles purchased for calendar year 2020 COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL    | BUDGET CLASS |
|--------|----------|------------|----------|--------------|
| Cost 1 | 150      | \$6.00     | \$900.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Isolation Gowns

### DESCRIPTION

420 ea isolation gowns to be purchased for COVID specific activities for the remainder of calendar year 2020.

|        | QUANTITY | UNIT PRICE | TOTAL    | BUDGET CLASS |
|--------|----------|------------|----------|--------------|
| Cost 1 | 420      | \$1.50     | \$630.00 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## Respirators

### DESCRIPTION

450 ea P100 pre-filters for use in half face respirators purchased for calendar year 2020 COVID specific activities.

|        | QUANTITY | UNIT PRICE | TOTAL      | BUDGET CLASS |
|--------|----------|------------|------------|--------------|
| Cost 1 | 450      | \$12.75    | \$5,737.50 | Supplies     |

### CHANGE FROM APPLICATION

Cost 1 **Budget class** from **Equipment** to **Supplies**

### JUSTIFICATION

Funds in the Equipment category were moved to supplies.

## **Agreement Articles**

**Program:** Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

**Recipient:** SANTA CLARA, CITY OF

**DUNS number:** 044686892

**Award number:** EMW-2020-FG-02726

## **Table of contents**

|                   |   |
|-------------------|---|
| <b>Article 1</b>  | <b>Assurances, Administrative Requirements, Cost Principles, Representations and Certifications</b> |
| <b>Article 2</b>  | <b>DHS Specific Acknowledgements and Assurances</b>   |
| <b>Article 3</b>  | <b>Acknowledgement of Federal Funding from DHS</b>  |
| <b>Article 4</b>  | <b>Activities Conducted Abroad</b>  |
| <b>Article 5</b>  | <b>Age Discrimination Act of 1975</b>   |
| <b>Article 6</b>  | <b>Americans with Disabilities Act of 1990</b>  |
| <b>Article 7</b>  | <b>Best Practices for Collection and Use of Personally Identifiable Information (PII)</b>           |
| <b>Article 8</b>  | <b>Civil Rights Act of 1964 – Title VI</b>  |
| <b>Article 9</b>  | <b>Civil Rights Act of 1968</b>   |
| <b>Article 10</b> | <b>Copyright</b>  |
| <b>Article 11</b> | <b>Debarment and Suspension</b>   |
| <b>Article 12</b> | <b>Drug-Free Workplace Regulations</b>  |
| <b>Article 13</b> | <b>Duplication of Benefits</b>  |
| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b>                 |
| <b>Article 15</b> | <b>Energy Policy and Conservation Act</b>   |
| <b>Article 16</b> | <b>False Claims Act and Program Fraud Civil Remedies</b>  |
| <b>Article 17</b> | <b>Federal Debt Status</b>  |
| <b>Article 18</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b>                                  |
| <b>Article 19</b> | <b>Fly America Act of 1974</b>  |
| <b>Article 20</b> | <b>Hotel and Motel Fire Safety Act of 1990</b>  |
| <b>Article 21</b> | <b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b>                             |
| <b>Article 22</b> | <b>Lobbying Prohibitions</b>  |
| <b>Article 23</b> | <b>National Environmental Policy Act</b>  |
| <b>Article 24</b> | <b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b>                         |

|                |  |
|----------------|--|
| <b>Article</b> | <b>Non-supplanting Requirement</b>   |
| <b>25</b>      |  |
| <b>Article</b> | <b>Notice of Funding Opportunity Requirements</b>                          |
| <b>26</b>      |  |
| <b>Article</b> | <b>Patents and Intellectual Property Rights</b>                            |
| <b>27</b>      |  |
| <b>Article</b> | <b>Procurement of Recovered Materials</b>                                  |
| <b>28</b>      |  |
| <b>Article</b> | <b>Rehabilitation Act of 1973</b>  |
| <b>29</b>      |  |
| <b>Article</b> | <b>Reporting of Matters Related to Recipient Integrity and Performance</b> |
| <b>30</b>      |  |
| <b>Article</b> | <b>Reporting Subawards and Executive Compensation</b>                      |
| <b>31</b>      |  |
| <b>Article</b> | <b>SAFECOM</b>   |
| <b>32</b>      |  |
| <b>Article</b> | <b>Terrorist Financing</b>   |
| <b>33</b>      |  |
| <b>Article</b> | <b>Trafficking Victims Protection Act of 2000 (TVPA)</b>                   |
| <b>34</b>      |  |
| <b>Article</b> | <b>Universal Identifier and System of Award Management (SAM)</b>           |
| <b>35</b>      |  |
| <b>Article</b> | <b>USA Patriot Act of 2001</b>   |
| <b>36</b>      |  |
| <b>Article</b> | <b>Use of DHS Seal, Logo and Flags</b>                                     |
| <b>37</b>      |  |
| <b>Article</b> | <b>Whistleblower Protection Act</b>  |
| <b>38</b>      |  |
| <b>Article</b> | <b>Acceptance of Post Award Changes</b>                                    |
| <b>39</b>      |  |
| <b>Article</b> | <b>Prior Approval for Modification of Approved Budget</b>                  |
| <b>40</b>      |  |
| <b>Article</b> | <b>Disposition of Equipment Acquired Under the Federal Award</b>           |
| <b>41</b>      |  |
| <b>Article</b> | <b>Environmental Planning and Historic Preservation</b>                    |
| <b>42</b>      |  |

**Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article 2 DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

|                         |   |
|-------------------------|---|
| <p><b>Article 3</b></p> | <p><b>Acknowledgement of Federal Funding from DHS</b><br/> Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>   |
| <p><b>Article 4</b></p> | <p><b>Activities Conducted Abroad</b><br/> Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>  |
| <p><b>Article 5</b></p> | <p><b>Age Discrimination Act of 1975</b><br/> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>   |
| <p><b>Article 6</b></p> | <p><b>Americans with Disabilities Act of 1990</b><br/> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>  |
| <p><b>Article 7</b></p> | <p><b>Best Practices for Collection and Use of Personally Identifiable Information (PII)</b><br/> Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p> |
| <p><b>Article 8</b></p> | <p><b>Civil Rights Act of 1964 – Title VI</b><br/> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>  |

**Article 9 Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article 15 Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 16 False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article 17 Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article 18 Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article 19 Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 20 Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

**Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 22 Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 23 National Environmental Policy Act**  
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**  
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 25 Non-supplanting Requirement**  
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article 26 Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article 27 Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article 28 Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 29 Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 30 Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 31 Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 32 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article 33 Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 34 Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 35 Universal Identifier and System of Award Management (SAM)**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article 36 USA Patriot Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.

**Article 37 Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article 38 Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 39 Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

**Article 40 Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41 Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article 42 Environmental Planning and Historic Preservation**

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

## Obligating document

|   |   |  |   |   |   |  |
|---|---|--|---|---|---|--|
| <b>1. Agreement No.</b><br>EMW-2020-FG-02726  | <b>2. Amendment No.</b><br>N/A                  | <b>3. Recipient No.</b><br>946000426   | <b>4. Type of Action</b><br>AWARD   | <b>5. Control No.</b><br>WX03218N2020T  |   |  |
| <b>6. Recipient Name and Address</b><br>SANTA CLARA, CITY OF<br>777 BENTON ST<br>SANTA CLARA, CA<br>95050   |   | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |   | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W., Room 723<br>Washington DC, 20742 |   |  |
| <b>9. Name of Recipient Project Officer</b><br>Nicole Gresham   |   | <b>9a. Phone No.</b><br>6602039103   | <b>10. Name of FEMA Project Coordinator</b><br>Assistance to Firefighters Grant Program |   | <b>10a. Phone No.</b><br>1-866-274-0960 |  |
| <b>11. Effective Date of This Action</b><br>07/30/2020  | <b>12. Method of Payment</b><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br>COST SHARING  |   | <b>14. Performance Period</b><br>08/06/2020 to 08/05/2021<br><b>Budget Period</b><br>08/06/2020 to 08/05/2021                   |   |  |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>   |   |  |   |   |   |  |
| <b>Program Name Abbreviation</b>  | <b>Assistance Listings No.</b>                  | <b>Accounting Data(ACCS Code)</b>  | <b>Prior Total Award</b>  | <b>Amount Awarded This Action + or (-)</b>  | <b>Current Total Award</b>              | <b>Cumulative Non-Federal Commitment</b> |
| AFG   | 97.044  | 2020-FC-GB01 - P431-xxxx-4101-D  | \$0.00  | \$27,035.92   | \$27,035.92                             | \$2,703.59                               |
| Totals  |   |  | \$0.00  | \$27,035.92   | \$27,035.92                             | \$2,703.59                               |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A  |   |  |   |   |   |  |
| <del><b>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b></del><br>This field is not applicable for digitally signed grant agreements |   |  |   |   |   |  |

|  |             |
|--|-------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>                     | <b>DATE</b> |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>                          | <b>DATE</b> |
| Christopher Logan, Acting Assistant Administrator Grant Programs Directorate | 07/30/2020  |

**The Department of Homeland Security (DHS)  
Notice of Funding Opportunity (NOFO)  
Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19  
Supplemental (AFG-S)**

**NOTE:** If you are going to apply for this funding opportunity and have **not** obtained a Data Universal Numbering System (DUNS) number and/or **are not** currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in [Section D – Application and Submission Information](#) of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

**A. Program Description**

**Issued By**

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

**Assistance Listings (formerly Catalog of Federal Domestic Assistance (CFDA) Number)**  
97.044

**Assistance Listings Title (formerly CFDA Title)**  
Assistance to Firefighters Grants

**Funding Opportunity Title**  
FY2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental

**Funding Opportunity Number**  
DHS-20-GPD-044-00-99

**Authorizing Authority for Program**  
*Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136); Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

**Appropriation Authority for Program**  
*Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136)

**Announcement Type**  
New

## **Program Overview, Objectives, and Priorities**

### ***Overview***

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental (AFG-S) is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency’s (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG-S Program accomplishes this by providing financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (NAEMS) organizations, and State Fire Training Academies (SFTA) for critical Personal Protective Equipment Personal Protective Equipment and supplies needed to prevent, prepare for, and respond to the COVID-19 public health emergency. The AFG-S Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the AFG-S Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the Administrator of FEMA is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The extent of an applicant’s need for an AFG-S grant and the need to protect America as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG-S Program supports the goal of *Readying the Nation for Catastrophic Disasters*. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger agency and a more prepared and resilient Nation.

### ***Objectives***

The objectives of the AFG-S program are to provide critically needed resources that equip personnel to respond to the COVID-19 public health emergency and support community resilience.

### ***Priorities***

Information on program priorities and objectives for the FY2020 AFG-S can be found in [Appendix A](#), FY2020 AFG-S Programmatic Information and Priorities.

### **Performance Metrics**

Performance metrics for this program are as follows:

- Percentage of AFG-S PPE recipients who equipped 100 percent of on-duty active members with PPE in compliance with applicable National Fire Protection Association and Occupational Safety and Health Administration standards.

**B. Federal Award Information**

|   |   |
|---|---|
| <b>Available Funding for the NOFO:</b>                | \$100 million   |
| <b>Projected number of Awards:</b>                    | 1,000   |
| <b>Period of Performance:</b>                         | Twelve months from the date of award. For additional information on period of performance extensions, refer to Section H. |
| <b>Projected Period of Performance Start Date(s):</b> | May 30, 2020  |
| <b>Projected Period of Performance End Date(s):</b>   | May 29, 2021  |
| <b>Funding Instrument:</b>                            | Grant   |

**C. Eligibility Information**

**Eligible Applicants**

- Fire Departments
- Nonaffiliated EMS Organizations
- State Fire Training Academies

**Applicant Eligibility Criteria**

**Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

**NAEMS organizations:** NAEMS organizations operating in any of the 50 states, as well as, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, or any federally recognized Indian tribe or tribal organization. A NAEMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG-S Program:

- Clinics
- Medical centers
- Medical college or university
- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured

**State Fire Training Academies:** A State Fire Training Academy (SFTA) operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa and the Commonwealth of Puerto Rico. Applicants must be designated either by legislation or by a Governor’s declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency/bureau/division, or entity within that state, territory or the District of Columbia, to be an eligible AFG-S SFTA applicant. SFTA are limited to applying for activities that are directly associated with Personal Protective Equipment and supplies needed to respond to COVID-19 public health emergency.

**Eligible Activities**

All activities under this solicitation are limited to the purchase of Personal Protective Equipment (PPE) and supplies to prevent, prepare for, and respond to the COVID-19 public health emergency. This includes reimbursement for expenditures made since Jan. 1, 2020.

**Other Eligibility Criteria**

***National Fire Incident Reporting System (NFIRS)***

NFIRS reporting is not a requirement to apply for the AFG-S Program. However, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant’s period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.338, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for NAEMS organizations or SFTAs.

**Note:** Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

***National Incident Management System (NIMS) Implementation***

AFG-S applicants are not required to be in compliance with NIMS to apply for AFG-S funding or to receive an AFG-S award. Any applicant who receives an FY2020 AFG-S award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction over the applicant’s emergency

service operations (e.g., a local government), prior to the end of the grant's period of performance.

### **Maintenance of Effort**

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG-S grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO and the [FY 2019 AFG NOFO](#), at not less than 80 percent of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG-S grant is awarded.

In other words, an applicant agrees that, if it receives a grant award, the applicant agrees to keep its overall expenditures during the award's period of performance (including those funded with non-Federal funding) for activities that could be allowable costs under this AFG-S NOFO and the [FY 2019 AFG NOFO](#) at a level that is at least 80 percent or more of average of what the applicant spent on such costs for those activities in fiscal years 2018 and 2019.

### **Cost Share or Match**

In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG-S award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10 percent of the grant awarded;

The cost share for SFTAs will apply the requirements above based on the total population of the state.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: <https://www.fema.gov/media-library/assets/documents/153366>

### **Types of Cost Share**

- i. **Cash (Hard Match)**: Cost share of non-federal cash is the only allowable recipient contribution for AFG-S activity.
- ii. **Trade-In Allowance/Credit**: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash, to use the trade-in allowance/credit value of those assets as

cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

**iii. In-kind (Soft Match):** In-kind cost share is not allowable for AFG-S.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

***Economic Hardship Waivers***

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see [Appendix B: Award Administration Information](#) for additional information.

**D. Application and Submission Information**

***Key Dates and Times***

|  |                             |
|--|-----------------------------|
| <b>Application Start Date:</b>             | April 28, 2020 at 8 a.m. ET |
| <b>Application Submission Deadline:</b>    | May 15, 2020 at 5 p.m. ET   |
| <b>Anticipated Funding Selection Date:</b> | June 5, 2020                |
| <b>Anticipated Award Date:</b>             | June 5, 2020                |

In general, DHS/FEMA will not consider for funding applications received after the deadline. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. If applicants experience technical issues, they must notify the AFG Help Desk as soon as possible. The AFG Help Desk can be reached at 1-866-274-0960 or by e-mail: [firegrants@fema.dhs.gov](mailto:firegrants@fema.dhs.gov). The AFG Help Desk is open Monday – Friday, 8 a.m. – 4:30 p.m. Eastern Time.

Note that the Office of Management and Budget (OMB) provided Federal awarding agencies authority to publish emergency NOFOs for less than 30 days. See [OMB Memorandum M-20-11, Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus \(COVID-19\)](#) (March 9, 2020).

**Other Key Dates**

| <b>Event</b>                               | <b>Suggested Deadline for Completion</b>   |
|--|--|
| Register Organization in FEMA GO           | Prior to beginning application             |
| Submitting complete application in FEMA GO | One week before actual submission deadline |

## **Agreeing to Terms and Conditions of the Award**

By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an award.

### **Address to Request Application Package**

The online FY2020 AFG-S application is only available via the Assistance to Firefighters Grant Program's FEMA GO (FEMA Grants Outcomes) application portal, at <https://go.fema.gov>.

**Note:** Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

### **Steps Required to Submit an Application.**

DHS makes all funding opportunities available on the internet, accessible at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to FEMA GO, at <https://go.fema.gov>, which contains the online AFG-S application. The online AFG-S application incorporates all required forms.

FEMA GO will allow the applicant's authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

**Note:** FEMA GO is compatible with Internet Explorer (version 11 or higher), Firefox (version 63 or higher), or Chrome (version 70 or higher). Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

There is no appeal process for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by applicants.

### **Electronic Delivery**

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS Grant, applicants must have a [Data Universal Number System, or DUNS number](#), and must be registered and active in SAM.

### **DUNS Number**

All entities applying for funding, including renewal funding, must have a Data Universal Numbering

System (DUNS) number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form. Instructions for obtaining a DUNS number can be found at the following website:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>.

### **System for Award Management (SAM)**

Applicant registration in SAM is free. All applicants must be registered and active in order to apply online. Step-by-step instructions for registering with SAM can be found here: [SAM Registration Home Page](#). Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.gov account holders should check their account to make sure it is “**ACTIVE.**” SAM registration should be completed at the very beginning of the application period and renewed annually to avoid becoming “**INACTIVE.**”

*Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.*

**Important:** SAM registrations expiring before May 16, 2020 will be afforded a one-time 60-day extension. In conjunction with this exception, GSA has completed implementation of 60-day extensions to SAM.gov registrations that have expiration dates ranging between March 19, 2020 and May 17, 2020. This effort is intended as relief for those otherwise required to renew their SAM registrations during that time frame. At the time of award, the requirements of 2 C.F.R. § 200.205 *Federal awarding agency review of risk posed by applicants* continue to apply. Note that this extension only applies to existing SAM registrations. Applicants who are not currently registered in SAM must still register in order to apply for this funding opportunity.

FEMA may not make a federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time DHS is ready to make a federal award. DHS may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

**IMPORTANT:** The SAM registration process must be completed by the applicant. It is imperative that the information provided by the applicant is correct and current. Please ensure that your organization’s name, address, DUNS number, and [Employer Identification Number, or EIN](#), are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. The organization’s name on the SF 1199A Direct Deposit Form must be entered as it appears in SAM. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

### **Help with SAM**

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If

applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

### **How to Get a Commercial and Government Entity (CAGE) Code**

To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants may view the CAGE code online by logging in to the SAM account.

### **Timely Receipt Requirements and Proof of Timely Submission**

All applications must be received by May 15, 2020 at 5 p.m. Eastern Time. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application. Applications received by FEMA GO after the established due date for applications will be considered late and will not be considered for funding.

Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application. FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. The FEMA GO Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Do not do this – it may cause your application to fail to be submitted and consequently not be considered for funding. Please be patient and give the system time to process the application.

### **Intergovernmental Review**

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the State's process under Executive Order 12372 (see <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf>).

### **Funding Restrictions**

Federal funds made available through this award may only be used for the purposes set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement and may require the return of all federal funds disbursed under the grant.

***Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.***

### **Allowable Costs**

### **Pre-award Costs**

Pre-award expenditures for eligible Personal Protective Equipment (PPE) and supplies are eligible under this program. The expenditures must have been made after Jan. 1, 2020. Fees for grant writers are also included as a pre-award expenditure.

### ***Fire Departments and Nonaffiliated EMS organizations***

The total amount of funding a fire department or NAEMS organization recipient may receive under an AFG-S award is limited to maximum amounts set by §33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a one percent aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG-S funding a recipient is eligible to receive but no recipient may receive an award that exceeds one (1) percent of available grant funds in FY2020, or \$1,000,000. FEMA may waive this aggregate cap of \$1 million in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population size.

The following table explains the maximum funding that a recipient may receive under this solicitation:

| <b>Population of Jurisdiction Served by the Recipient</b> | <b>Maximum Award in FY2020 (AFG-S)</b> | <b>Statutory Waiver Available Subject to Extraordinary Need?</b> |
|---|--|--|
| 100,000 or fewer people                                   | No more than \$1 million               | None available   |
| 100,001 – 500,000 people                                  | No more than \$1 million               | Yes, but no more than \$2 million                                |
| 500,001 – 1,000,000 people                                | No more than \$1 million               | Yes, but no more than \$3 million                                |
| 1,000,001 – 2,500,000 people                              | No more than \$1 million               | Yes, but no more than \$6 million                                |
| More than 2,500,000 people                                | No more than \$1 million               | Yes, but no more than \$9 million                                |

The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU).

### ***Allocations and Restrictions of Available Grant Funds by Organization Type***

- **Nonaffiliated EMS Organizations:** Not more than 2 percent of available grant funds shall be collectively awarded to all NAEMS organization recipients.
- **Emergency Medical Services Providers:** Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and NAEMS organizations.
- **State Fire Training Academy:** Not more than 3 percent of available grant funds shall be collectively awarded to all State Fire Training Academy recipients. Further, not more than \$500,000 of available grant funds are eligible per applicant.

- **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$3,000) for eligible activities does not impact an applicant's request or federal participation under Regional projects. Applicants who select Micro Grants as a funding opportunity choice may still apply for a Regional project. Further, at least \$150,000 of the available funds will be allocated toward this applicant type.
- **Regional Projects:** A Regional application is an opportunity for a Fire Department or a nonaffiliated EMS (NAEMS) organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG eligible organizations (a NAEMS organization who is a host regional applicant, can only host other NAEMS organizations). Fire Departments that serve as host regional applicants can apply on behalf of other eligible fire departments and NAEMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the regional application, regardless of the composition of the participating partners.

In the application narrative, a Regional host must include a list of all the AFG eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's Employee Identification Number (EIN), and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating

partners, the host's and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG organization and must be a party to the MOU or equivalent document.

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and is the recipient of a Regional award for \$1 million, they have met their cap and are no longer eligible for additional funds through this solicitation.

**Management and Administration (M&A) Costs:** Expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. No more than 3 percent of the federal share of AFG-S funds awarded may be expended by the recipient for management and administration (M&A) for purposes associated with the AFG-S award.

**Indirect Facilities & Administrative (F&A) Costs:** Indirect costs are allowable under this program as described in 2 C.F.R. pt. 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. pt. 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. pt. 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Copies of the indirect cost rate agreements or proposals, along with the AFG-S application number, must be submitted electronically to [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

#### **Environmental and Historical Preservation (EHP)**

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, and Executive Orders as applicable.

### **E. Application Review Information**

Funding priorities and criteria for evaluating AFG-S applications are established by FEMA based on the recommendations from the Criteria Development Panel. FEMA convened a panel of fire service professionals to develop funding priorities for the AFG-S grant program. The panel made recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council

- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The Criterial Development Panel is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the panel's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

### **Eligible Activities**

AFG-S has three activities:

- Operations and Safety – Personal Protective Equipment;
- Regional Projects; and
- Micro Grants,

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix A: Programmatic Information and Priorities](#).

### **Application Evaluation Criteria**

Prior to making a federal award, the federal-awarding agency is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB- designated repositories of government-wide eligibility qualification or financial integrity information. Therefore, application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award (s); (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

All investments selected for recommendation will also undergo an additional risk review conducted by the DHS/FEMA Grants Management Specialist to evaluate the risk for noncompliance in carrying out the federal award. Using their subject matter expertise, the questions the DHS/FEMA Grants Management Specialist may assess include, but are not limited to:

- Is the applicant on any exclusion lists as identified in the System for Award Management (SAM.gov)?

- If the applicant has received federal funding in the past, has the applicant performed all audits required by the Single Audit requirements under 2 C.F.R. Part 200, Subpart F?
- Has the applicant provided sufficient budget information and justification as required by the NOFO?
- Are the costs proposed by the applicant in the budget information and justification allowable and reasonable based on the criteria set forth in this Manual and the applicable appendix, NOFO, and regulations?
- Is the budget representative of the total cost of performance of the projects?
- If indirect costs are included, has the applicant provided an approved Indirect Cost Rate agreement?
- Is the applicant delinquent on any federal debt?
- Has the applicant had substandard performance in a prior award?
- Is the applicant on the Do Not Pay List?

Based on the outcome of this review, DHS/FEMA may determine that it will not make an award to an applicant that poses a risk of noncompliance. DHS/FEMA may also determine that it will make an award to an at-risk applicant, subject to additional terms and conditions as described in 2 C.F.R. § 20.0.207.

### **Supplemental Financial Integrity Review**

Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold, currently \$250,000 (see Section 805 of the National Defense Authorization Act for Fiscal Year 2018, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; see also FEMA Information Bulletin No. 434, *Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds*):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS) and is also accessible through the SAM website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.

### **Review and Selection Process**

AFG-S applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings are then scored competitively by (no less than three) members of a Peer Reviewer Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

**i. Pre-Scoring Process**

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix A and answers to activity specific questions within the online application. Application Narratives are not reviewed during pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

**ii. Peer Review Panel Process**

Applications with the highest rankings from the pre-score process will undergo a peer review process. A panel of peer reviewers is comprised of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application’s merits based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

**iii. Technical Evaluation Process (TEP)**

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject-Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application’s cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B, Restrictions on Use of Award Funds](#).

**Narrative Evaluation Criteria**

**1. Financial Need (25 percent)**

Applicants should describe their financial need and how consistent it is with the intent of the AFG-S Program. The Financial Need statement should include details describing the applicant’s financial distress such as summarizing budget constraints, unsuccessful

attempts to secure other funding, and proving the financial distress is out of their control.

**2. Project Description and Budget (25 percent)**

The Project Description and Budget statement should clearly explain the applicant’s project objectives and its relationship to the applicant’s budget and risk analysis. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project’s goals. Applicants should describe how their current response capabilities are impacted by COVID-19 as well as the overall rate of COVID-19 in their community. Applicants can reference data supported by the Centers for Disease Control and Prevention (CDC) through referencing state level data from the following website <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>. This data will be taken into consideration when prioritizing funding.

**3. Cost Benefit (25 percent)**

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs.

**4. Statement of Effect on Operations (25 percent)**

The Statement of Effect on Operations statement should explain how this funding request will enhance an organization’s overall effectiveness. It should address how an award will impact the daily operations and reduce an organization’s risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should detail whether award funding will seek reimbursement of pre-award expenses related to the acquisition of eligible PPE, acquire PPE for immediate use, or acquire PPE resources to strengthen future response capabilities. Applicants will be evaluated on the current inventory of supplies, response usage of requested supplies, and anticipated future needs (i.e. actual or anticipated burn rate percentage of PPE resources).

**F. Federal Award Administration Information**

**Notice of Award**

Once FEMA has approved and recorded an award in the system, FEMA GO sends an award package to the grant official authorized by the recipient. FEMA GO will provide the award package and email notification. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should read the award package carefully for instructions on administering the grant, to determine whether there has been an adjustment to the award, and to become familiar with the terms, conditions and responsibilities of federal award recipients.

The offered award will remain on hold and be available for a maximum of 30 days until the recipient either accepts or declines the award via FEMA GO online or unless FEMA grants additional time to accept the award. The recipient should follow the directions in the notification to confirm acceptance of

the award. Failure to accept the grant award within 30 days of an offer of award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

### **Differences Between Application Request and Award**

During the review process for an AFG-S award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested by but not funded by the award. The award package will identify any differences under the Approved scope of work section.

### **Turndown Notifications**

FEMA GO will provide all applicants who do not receive an FY2020 AFG-S award with a turndown notification.

### **Administrative and National Policy Requirements**

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#). The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the Authorized Organizational Representative (AOR) should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

### **Reporting**

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

### **Record Retention**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for at least three years from the date the final FFR is submitted or longer if the award or entity is under audit or other circumstances necessitate longer retention of records. See, e.g., 2 C.F.R. § 200.333. If the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the three-year retention period.

FEMA requires that recipients maintain the following documentation for federally funded purchases:

- Specifications

- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.333, 200.336. Recipients who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

## **Federal Financial Reporting Requirements**

### ***Federal Financial Reports (FFR)***

Recipients of AFG-S grants are required to submit a Federal Financial Report (SF-425) on a semi-annual basis. The FFR is to be submitted using the online FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant.

Reports are due:

- No later than July 30 (for the period Jan. 1 – June 30)
- No later than January 30 (for the period July 1 – Dec. 31)
- Within 90 days after the end of the Period of Performance

The Federal Financial Report Form (SF-425) and instructions are available at the following sites: [SF-425 OMB #4040-0014](#).

### ***Financial and Compliance Audit Report***

For audits of fiscal years beginning on or after Dec. 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at: <https://www.ecfr.gov/cgi-bin/text-idx?SID=6f12725a5b5811eb8f2ed19f6dde0417&mc=true&node=pt2.1.200&rgn=div5>.

## **Program Performance Reporting Requirements**

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The programmatic Performance Report is due every six months after the grant's award date, and thereafter until the period of performance ends.

The PPR should include the following:

- A brief narrative of overall project(s) status

- A summary of project expenditures
- A description of any potential issues that may affect project completion

### **Program Performance Reporting Periods and Due Dates**

The following reporting periods and due dates apply for the PPR:

- **No later than July 30** (for the period Jan. 1 – June 30)
- **No later than January 30** (for the period July 1 – Dec, 31)

### **Monitoring**

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification. Recipients have the opportunity to participate in a Post Award Orientation (PAO) offered by the FEMA Regional Fire Program Specialist (FPS) to have their questions answered, receive technical assistance, or to review the terms and conditions of the grant. The PAO is optional.

### **Closeout**

Within 90 days after the end of the period of performance, recipients must submit a final Federal Financial Report Form (SF-425) and a final performance report (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at:

<https://www.fema.gov/closeout-report-tutorial-introduction>.

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.343. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final Federal Financial Report Form (SF- 425). The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient. Information on how to return funds to FEMA is

available at: <http://www.fema.gov/media-library/assets/documents/31261?id=7080>.

### **Administrative Closeout**

Administrative closeout is a unilateral mechanism for FEMA to move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient. It is a last resort and recipients should always submit their final reports instead of relying on this mechanism. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

FEMA may use the administrative closeout process when a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process. FEMA will make three written attempts to collect required reports before initiating administrative closeout.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the three-year record retention period under 2 C.F.R. § 200.333.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

### **Disclosing Information per 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

## **G. DHS Awarding Agency Contact Information Contact and Resource Information**

### ***AFG Help Desk***

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Help Desk can be

contacted at (866) 274-0960 or by email at [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov). Normal hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

### ***FEMA Regional Fire Program Specialists***

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional Fire Program Specialist can be located on the AFG website at <https://www.fema.gov/fire-grant-contact-information>.

### ***FEMA GO System Information***

For technical assistance with FEMA GO, please contact the Enterprise Service Desk at (877) 611-4700. Regular hours of operation are also from 8:00 a.m. to 4:30 p.m. ET, Monday through Friday.

## **H. Additional Information**

### **Extensions to the Grant Period of Performance**

Extensions to the period of performance under this grant program are allowed. An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. ***Approval is not guaranteed.***

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via FEMA GO, and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:

- Grant Program, fiscal year, and award number
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline
- Current status of the activity/activities
- Approved period of performance termination date and new project completion date
- Amount of funds drawn down to date
- Remaining available funds, both federal and non-federal
- Budget outlining how remaining federal and non-federal funds will be expended
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

### **Requirements for Extension Consideration**

To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests no later than 60 days prior to the end of the award's period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling

legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

**Example:** Recipients may request an extension, for example, when an equipment order was placed during the period of performance but factors beyond the recipients' control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance.

## **Appendix A –Programmatic Information and Priorities**

*Appendix A contains details on AFG-S Program information and priorities.*

*Reviewing this information may help applicants make their application(s) more competitive.*

### **A. Ineligible Applications and/or Organizations**

FEMA considers two or more separate fire departments or NAEMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG-S eligibility. FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

#### **Examples of ineligible applications and/or organizations include:**

- Although fire departments and NAEMS organizations may share some common program priorities, there are some restricted activities for NAEMS organizations; NAEMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or NAEMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or Authority Having Jurisdiction (AHJ).
- Fire-based EMS organizations are not eligible to apply as a NAEMS organization.
- Auxiliaries, hospitals or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. § 2229(a), (c).  
Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or NAEMS organizations that are for profit.

### **B. Supporting Definitions for this NOFO**

**Authority Having Jurisdiction (AHJ)** is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

**Automatic Aid** is a plan developed between two or more fire departments for immediate joint response on first alarms, (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

**Career Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

**Combination Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. Department who pay fees/stipends (Paid on call) are also considered under this category.

**Mutual Aid** is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 edition and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2014 Edition).

**Primary First Due** is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident. NFPA 1710; 3.3.28. <https://www.nfpa.org/Codes-and-Standards/All-Codes-and-Standards/Free-access>.

**Volunteer Fire Department**, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

### C. **Community Classifications**

The information the applicant organization supplies in Community Description of the AFG-S application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>.

**FY2020 Demographics for Determining Urban, Suburban, or Rural Include:**

| <b>Community</b>   | <b>Urban</b>   | <b>Suburban</b>   | <b>Rural</b>   |
|--|--|---|--|
| <b>Population of primary first due response area</b>   | >3,000 sq. mi. or<br>50,000 + population   | 1,000-2,999/sq. mi. or<br>25,000-50,000<br>population   | 0-999/sq. mi. or<br><25,000 population   |
| <b>Water Supply (percentage of primary first due response area covered by hydrant service)</b> | 75-100% hydrants<br>(municipal water)  | 50-74% hydrants   | <50% hydrant   |
| <b>Land Use within Primary first due response area</b>   | <25% for agriculture<br>(based on zoning)<br>industrial and<br>commercial combined<br>>50% | 25-49% used for<br>agriculture (based on<br>zoning) industrial and<br>commercial combined<br>>25%-49% | 50% used for<br>agriculture (based on<br>zoning) industrial and<br>commercial combined<br><25% |
| <b>Square miles within primary first due response area per station</b>                         | <3 sq. mi. per station   | 3-9 sq. mi. per station   | >10 sq. mi. per station  |

**D. Restrictions on Use of Award Funds**

- No AFG-S funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workman’s compensation, pension, or retirement plans) for any personnel.

**E. Funding Priorities**

**I. Operations and Safety - Personal Protective Equipment (PPE) Overview**

| <b>Training for requested PPE</b>   |
|---|
| <ul style="list-style-type: none"> <li>• Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).</li> <li>• Applicants must certify that when using PPE optimization strategies, training on PPE use, including proper donning and doffing procedures, must be provided to Health Care Professionals before they carry out patient care activities.</li> </ul> |

## Personal Protective Equipment (PPE) List – Funding Priorities

### COVID-19 Response

- **Eye Protection** - Appropriately fitted, indirectly vented goggles or single use disposable face shield that fully covers the front and sides of the face.
- **Isolation Gowns** – Nonsterile, single use fluid-resistant and impermeable disposable patient isolation gown.
- **Protective Coveralls** - 360-degree protection of whole body, including the back, lower legs and feet.
- **Gloves** – single use, disposable patient examination gloves.
- **Footwear Covers** – Single use, disposable medical footwear covers.
- **Respirators** - Any NIOSH-approved particulate respirator (i.e., N-95 or higher-level respirator). Includes the purchase of filters appropriate for use.
- **Surgical Type Face Masks** - loose-fitting, single use disposable physical barrier between the mouth and nose of the wearer to allow fire and EMS personnel to meet CDC recommendations and/or state mandates for face covering when in a public setting other than direct patient contact.
- Other supplies are also eligible, however will be considered a lower priority than items listed above. Examples include:
  - Decontamination supplies and services for PPE, station-quarters, and vehicles.
  - Replacement High-Efficiency Particulate Air filters and other types of disposable filtration supplies used on EMS respiratory and/or ventilator equipment.
  - Personally-issued antiseptic hand washes, antiseptic hand rubs such as alcohol-based hand sanitizers , foams or gels, and reasonable refill supply

### Additional Consideration

- Departments will be rated against like departments (i.e., career, combination, volunteer, regional, Non-affiliated EMS, micro grants) through the following data points:
  - Call volume
  - Size of population of the jurisdiction served.
- Applicants requesting reimbursement or requesting immediate use of PPE will receive a higher consideration than applicants requesting funds to prepare for future response capabilities. Applicant requests should align with information about current supply, response usage, and anticipated peak dates.

- The CDC provides timely updates on the evolving spread of COVID-19 public health emergency cases by state on the following website <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>. This data will be taken into consideration when prioritizing funding.

## **Appendix B: Award Administration Information**

*Appendix B contains detailed information on AFG-S Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).*

### **Help FEMA Prevent Fraud, Waste, and Abuse**

*If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email [DHSOIGHOTLINE@dhs.gov](mailto:DHSOIGHOTLINE@dhs.gov).*

#### **I. Economic Hardship Waivers of Cost Share and Maintenance of Effort**

In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG-S cost share or maintenance of effort requirement for certain recipients. (15 U.S.C. § 2229(k)(4)(A)) As required by statute, the Administrator of FEMA established guidelines for determining what constitutes economic hardship and published these guidelines at FEMA's website [https://www.fema.gov/.../Eco\\_Hardship\\_Waiver\\_FPS\\_SAFER\\_AFG\\_IB\\_FINAL.pdf](https://www.fema.gov/.../Eco_Hardship_Waiver_FPS_SAFER_AFG_IB_FINAL.pdf). An award must be accepted before a hardship waiver for cost share or maintenance of effort can be submitted as an amendment request via the online FEMA GO.

#### **II. Grant Writer/Preparation Fees**

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed within the "Request Details" section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to, but not more than \$1,500. Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

*By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS Office of the Inspector General (OIG).*

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services
- ii. A copy of the invoice or purchase order
- iii. A copy of the canceled check (front and back)

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

**NOTE:** FEMA requires that all applicants identify any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

### **III. Taxes, Fees, Levies, and Assessments**

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG-S Program acquisition activity may be charged to an AFG-S award pursuant to 2 C.F.R. §200.470. These charges shall be identified and enumerated in the AFG-S application narrative, as well as the "Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG-S Program acquisition activity, are not chargeable to any AFG-S award.

**Example:** Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees\*, but only if the eligible organization submits an exemption or waiver request to the FCC.

*\*Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid IRS Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov>.*

### **IV. Excess Funds**

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

### **Excess Funds Restrictions**

In general, excess funds are limited to no more than \$10,000 for any award and may only be used for activities eligible under the AFG-S program. If you have any questions, contact our help desk at 866-274-0960 or e-mail us at [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

## **V. Procurement Integrity**

Through audits conducted by DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with Federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Noncompliance with the Federal procurement rules may result in FEMA imposing specific conditions as described in 2 C.F.R. § 200.207 or other remedies for noncompliance under 2 C.F.R. § 200.338.

The below highlights the Federal procurement requirements for FEMA recipients when procuring goods and services with Federal grant funds. DHS will include a review of recipients' procurement practices as part of the normal monitoring activities. ***All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.*** Select requirements under these standards are listed below. The recipient must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a Federal award, states must follow the same policies and procedures they use for procurements from their non-Federal funds; additionally, states must follow 2 C.F.R. § 200.322 regarding procurement of recovered materials, and 2 C.F.R. § 200.326 regarding required contract

provisions.

***All other non-Federal entities, such as tribes, must use their own documented procurement procedures which reflect applicable state, local, territorial and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 C.F.R. Part 200.*** These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

### **Competition and Conflicts of Interest**

Among the requirements of 2 C.F.R. § 200.319(a) applicable to all non-Federal entities other than States, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. ***FEMA considers this an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when such former employees worked on such activities while they were employees of the non-Federal entity.***

Under this prohibition, unless the non-Federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.326, Federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of such specifications. This rule applies to all contracts funded with Federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. For more information on grant writer and grant management costs, see Section D.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business.
- Requiring unnecessary experience and excessive bonding.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive contracts to consultants that are on retainer contracts.
- Organizational conflicts of interest.
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.
- Any arbitrary action in the procurement process.

Pursuant to 2 C.F.R. § 200.319(b), non-Federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, territorial or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Pursuant to 2 C.F.R. § 200.318(c)(1), non-Federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. ***No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.*** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees or agents of the non-Federal entity.

If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-Federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

### **Supply Schedules**

Generally, a non-Federal entity may seek to procure goods or services from a Federal supply schedule, state supply schedule, or group purchasing agreement. State and local governments may procure goods and services from a General Services Administration (GSA) schedule. Information about GSA programs for state and local governments can be found at <https://www.gsa.gov/resources-for/programs-for-state-and-local-governments>. For local governments that purchase off a GSA schedule, this will satisfy the Federal requirements for full and open competition provided that

the recipient follows the GSA ordering procedures; however, local governments will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.326, such as contract cost and price (§ 200.323) and solicitation of minority, women-owned, or small businesses (§ 200.321).

For non-Federal entities other than states, such as tribes, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements by to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures.
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the recipient and other similar types of entities.
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-Federal entity falls within the scope of work under the contract as to type, amount, and geography.
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a non-Federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.326.
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-Federal entity other than a state seeks to use such a state supply schedule, cooperative purchasing program, or other similar type of arrangement, it is recommended that recipients discuss their procurement plans with the FEMA Grant Programs Directorate.

### **Documentation**

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for Federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions

- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.333, 200.336.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

## **VI. Payments and Amendments**

AFG-S payment/drawdown requests are generated using FEMA GO. AFG-S payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

### **Advances**

Recipients shall be paid in advance, provided they maintain, or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act (CMIA)* and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm).

### **Reimbursement**

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with US Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds

and the disbursement of said funds.

### **Rebates**

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

### **Payment Requests During Closeout**

A recipient may only submit reimbursement payment requests up to 90 days after the expiration of the period of performance, during an award's closeout reconciliation. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

### **Amendments**

FEMA may approve AFG-S award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work.
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, some excess funds requests, requests for economic hardship Cost Share waiver, and requests for maintenance of expenditure waivers.
- Budget changes (adding funds to award/non-closeout deobligation of funds)
- Economic Hardship Waiver.

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG-S Grant Program's goals and objectives.

***NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award***

*expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.*

## **VII. Disposition of Grant Funded Equipment**

A recipient must use, manage, and dispose of AFGCA-funded equipment in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG-S award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional Fire Program Specialist or the AFG Help Desk prior to the disposition of AFGCA-funded equipment.



## Agenda Report

20-790

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on a Resolution Terminating the Proclamation of Existence of a Local Emergency by the Director of Emergency Services [Council Pillar: Enhance Community Engagement and Transparency]

#### **BACKGROUND**

On May 29, 2020 and May 30, 2020, following the death of George Floyd, there were peaceful protests in the City of San José; however, additional civil unrest, including looting and rioting, in the downtown area of San José resulted in arrests, injuries, fires, and significant property damage. The San José Police Department anticipated looting and rioting to continue and to expand beyond the downtown area of San José. San José and Santa Clara have shared city borders where both Westfield Valley Fair and Santana Row shopping districts are located and were identified as locations of interest for protests and raids.

Section 2.140.060 of "The Code of the City of Santa Clara, California" ("SCCC") empowers the Director of Emergency Services to proclaim the existence or threatened existence of a "local emergency" when the City of Santa Clara is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days. The City Manager proclaimed a State of Emergency for Civil Unrest on May 31, 2020 and Council ratified this proclamation on June 4, 2020. Thereafter, a curfew was ordered in Santa Clara and many nearby municipalities, which lasted for several days. Santa Clara's curfew was lifted on June 2, 2020.

#### **DISCUSSION**

California Government Code section 8630 requires that the legislative body take action to proclaim the termination of a ratified emergency declaration once the emergency conditions have abated. While protests have continued, they have been largely peaceful, and the Police Department has been able to effectively respond to any non-peaceful incidents that have arisen. The frequency, scope and degree of the emergency conditions that necessitated the original declaration have decreased such that the civil unrest no longer constitutes a condition of extreme peril to persons or property in the City of Santa Clara. Therefore, it is recommended that Council adopt the attached Resolution terminating the declaration of emergency related to the civil unrest, in accordance with the requirements of the Government Code.

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt a Resolution Terminating the Proclamation of Existence of a Local Emergency by the Director of Emergency Services.

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution Ratifying the Proclamation of Existence of a Local Emergency by the Director of Emergency Services dated June 4, 2020
2. Resolution Terminating the Proclamation of Existence of a Local Emergency by the Director of Emergency Services

**RESOLUTION NO. 20-8850**

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, RATIFYING THE PROCLAMATION OF  
EXISTENCE OF A LOCAL EMERGENCY BY THE DIRECTOR  
OF EMERGENCY SERVICES**

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

**WHEREAS**, section 2.140.060 of “The Code of the City of Santa Clara, California” (“SCCC”) empowers the Director of Emergency Services to proclaim the existence or threatened existence of a “local emergency” when the City of Santa Clara is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days;

**WHEREAS**, pursuant to California Government Code Section 8680.9, a local emergency is a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency;

**WHEREAS**, the purpose of a local emergency proclamation is to provide extraordinary police powers, immunity for emergency actions, authorize issuance of orders and regulations, and activate pre-established emergency provisions;

**WHEREAS**, a local emergency proclamation is a prerequisite for requesting state or federal assistance;

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the City, based on the following, commencing on or about May 31, 2020, at which time the City Council was not in session:

1. On May 25, 2020, George Floyd tragically died in Minneapolis, Minnesota, shortly following his arrest in which an officer of the Minneapolis Police Department kneeled on his neck to detain him during the arrest, and then did not respond to Mr. Floyd's requests for help when he stated that he could not breathe .

2. On May 29, 2020 and May 30, 2020, there were peaceful protests in the City of San Jose; however, additional civil unrest, including looting and rioting, in the downtown area of San José that resulted in arrests, injuries, fires, and significant property damage.
3. The San José Police Department anticipated looting and rioting to continue and to expand beyond the downtown area of San José.
4. San Jose and Santa Clara have shared city borders where both Westfield Valley Fair and Santana Row shopping districts are located which were both identified as locations of interest for protests and raids.
5. Some instances of looting of Santa Clara businesses did occur.
6. The civil unrest continues and may require swift response from the City for the protection of life and property.

**WHEREAS**, the Director of Emergency Services of the City of Santa Clara did proclaim the existence or threatened existence of a local emergency within the City of Santa Clara on May 31, 2020;

**WHEREAS**, the City Council does hereby find that the above described conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency in the City;

**WHEREAS**, California Government Code, Title 2, Division 1, Chapter 7.5 - California Disaster Assistance Act (CDAA) allows that with the Proclamation of a Local Emergency the City may seek financial assistance and may request reimbursement of the significant expenses incurred during response, if approved by the Director of the California Office of Emergency Services or Concurrence or Governor's Proclamation; and,

**WHEREAS**, the associated emergency conditions are ongoing, and the emergency should not be terminated at this time.

//

//

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

1. The Proclamation of Local Emergency, as issued by the Director of Emergency Services on May 31, 2020, is hereby ratified and confirmed.
2. The City Council has reviewed the need for continuing the proclamation of local emergency and finds based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to the civil unrest following the death of George Floyd.
3. Said local emergency shall be deemed to continue to exist until terminated by the City Council of the City of Santa Clara.
4. The Director of Emergency Services is hereby directed to report to the City Council at least every 30 days until termination is proclaimed by the City Council per Government Code 8630.
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 4<sup>TH</sup> DAY OF JUNE, 2020, BY THE FOLLOWING VOTE:

|            |             |  |
|------------|-------------|--|
| AYES:      | COUNCILORS: | Chahal, Davis, Hardy, O'Neill, and Watanabe, and Mayor Gillmor |
| NOES:      | COUNCILORS: | None   |
| ABSENT:    | COUNCILORS: | None   |
| ABSTAINED: | COUNCILORS: | None   |

ATTEST:

  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Proclamation of Local Emergency by Director of Emergency Services dated May 31, 2020

*(\*MUST BE RATIFIED BY THE CITY COUNCIL WITHIN 7 DAYS OF THE PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES AND MUST BE REVIEWED AT LEAST EVERY 30 DAYS UNTIL TERMINATION PER GOV'T CODE 8630)*

NO. 20-02\*

**A PROCLAMATION OF LOCAL EMERGENCY IN THE CITY OF SANTA CLARA, CALIFORNIA BY THE DIRECTOR OF EMERGENCY SERVICES**

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

**WHEREAS**, Section 2.140.060 of "The Code of the City of Santa Clara, California" ("SCCC") empowers the Director of Emergency Services to proclaim the existence or threatened existence of a "local emergency" when the City of Santa Clara is affected or likely to be affected by a public calamity, subject to ratification by the City Council within seven days; and

**WHEREAS** On May 25, 2020, George Floyd tragically died in Minneapolis, Minnesota, shortly following his arrest in which an officer of the Minneapolis Police Department kneeled on his neck to detain him during the arrest, and then did not respond to Mr. Floyd's requests for help when he stated that he could not breathe; and

**WHEREAS** On May 29, 2020 and May 30, 2020, there were peaceful protests in the City of San Jose; however, additional civil unrest, including looting and rioting, in the downtown area of San José that resulted in arrests, injuries, fires, and significant property damage; and

**WHEREAS** The San José Police Department anticipates looting and rioting to continue and to expand beyond the downtown area of San José; and

**WHEREAS** That San Jose and Santa Clara have shared city borders where both Westfield Valley Fair and Santana Row shopping districts are located and have been identified as locations of interest for protests and raids; and

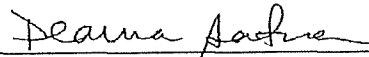
**WHEREAS**, the efforts required to prepare for, respond to, mitigate, and recover from the City of Santa Clara, caused by anticipated civil unrest, commencing on or about May 31, 2020, at which time the City Council was not in session.

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED:**

1. That the Director of Emergency Services hereby finds that conditions of extreme peril to the safety of persons and property do warrant and necessitate the proclamation of a local emergency throughout the City of Santa Clara.
2. That the Director of Emergency Services of the City of Santa Clara proclaims the existence of a local emergency within the City of Santa Clara on May 31, 2020.
3. That these conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City of Santa Clara
4. That it is therefore proclaimed and ordered that the local emergency shall be ratified by the City Council within 7 days of this proclamation, or otherwise expire, and will be reviewed at least every 30 days until termination is proclaimed by the City Council.
5. Effective date. This resolution shall become effective immediately.

Dated: May 31, 2020

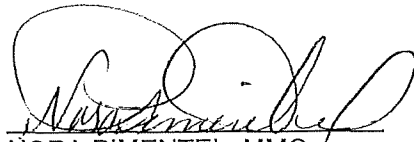
Signed: \_\_\_\_\_



Director of Emergency Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A PROCLAMATION OF EMERGENCY FOR THE CITY OF SANTA CLARA, CALIFORNIA, BY THE DIRECTOR OF EMERGENCY SERVICES ON THE 31st DAY OF MAY, 2020.

ATTEST:



NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

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

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, TERMINATING PROCLAMATION OF LOCAL  
EMERGENCY**

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

**WHEREAS**, conditions of extreme peril to the safety of persons and property arose within the City, based on the following, commencing on or about May 31, 2020:

1. On May 25, 2020, George Floyd tragically died in Minneapolis, Minnesota, shortly following his arrest in which an officer of the Minneapolis Police Department kneeled on his neck to detain him during the arrest, and then did not respond to Mr. Floyd's requests for help when he stated that he could not breathe.
2. On May 29, 2020 and May 30, 2020, there were peaceful protests in the City of San José; however, additional civil unrest, including looting and rioting, in the downtown area of San José that resulted in arrests, injuries, fires, and significant property damage.
3. The San José Police Department anticipated looting and rioting to continue and to expand beyond the downtown area of San José.
4. San José and Santa Clara have shared city borders where both Westfield Valley Fair and Santana Row shopping districts are located which were both identified as locations of interest for protests and raids.
5. Some instances of looting of Santa Clara businesses did occur.

**WHEREAS**, the Director of Emergency Services of the City of Santa Clara did proclaim the existence or threatened existence of a local emergency within the City of Santa Clara on May 31, 2020;

**WHEREAS**, on June 4, 2020, the City Council found that the above described conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local

emergency in the City, that the associated emergency conditions were ongoing, and the declaration of emergency should not be terminated at that time;

**WHEREAS**, since the City Council's ratification of the emergency proclamation on June 4<sup>th</sup>, the frequency, scope and degree of the emergency conditions has decreased such that the civil unrest no longer constitutes a condition of extreme peril to persons or property in the City of Santa Clara; and

**WHEREAS**, in accordance with Government Code section 8630, the City Council deems it reasonable to proclaim the termination of the local emergency at this time.

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

1. The local emergency ratified by the City Council on June 4, 2020, related to civil unrest following the killing of George Floyd, is hereby proclaimed terminated in accordance with Government Code section 8630.
2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2020, 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: Resolution Ratifying Proclamation of Local Emergency dated June 4, 2020



## Agenda Report

20-791

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### SUBJECT

Action on Funding Request for the 2020 Santa Clara Virtual Parade of Champions [Council Pillar: Enhance Community Sports, Recreational and Arts Assets]

#### BACKGROUND

The Santa Clara Parade of Champions was established in 1945 by former Mayor and Councilmember Larry Marsalli and the Young Men's Institute Council, to celebrate and honor veterans returning from World War II. Traditionally, the Parade of Champions brought Santa Clarans together to celebrate their heritage, community spirit, and pride, while showcasing the "champions" among veterans, nonprofits, business, education, arts, cultural, sports, and civic groups. After a 24-year hiatus, the Santa Clara Parade of Champions returned to Santa Clara on September 29, 2019 and had an estimated 8,000 attendees.

#### DISCUSSION

Due to the COVID-19 Pandemic, the Parade of Champions Board of Directors decided to proceed with a virtual Santa Clara Parade of Champions on Saturday, October 10, 2020.

Ana Vargas Smith, President of the Santa Clara Parade of Champions, provided an overview of this year's virtual event (Attachment 1) at the August 19, 2020 Economic Development, Communications and Marketing Committee (Committee) meeting. In addition to the overview, Ms. Vargas-Smith also requested funding to assist with the production of the virtual event.

The Committee members were supportive of moving the funding request for \$15,000 forward to the full City Council for consideration at its August 25, 2020 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)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

#### FISCAL IMPACT

The total fiscal impact associated with approval of the recommended action is \$15,000.

The City Manager's Office has funds available in its communications budget to pay for the sponsorship in fiscal year 2020/21. The current year budget will absorb expenditures of these funds.

#### COORDINATION

This report was coordinated with the Finance Department.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Approve and authorize the City Manager to allocate \$15,000 in funding, available in the City Manager's Office FY 2020/21 operating budget, for the 2020 Santa Clara Virtual Parade of Champions.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Presentation by Ana Vargas-Smith to the Economic Development, Communications and Marketing Committee

# 2020 SC VIRTUAL PARADE OF CHAMPIONS

America's Front Line Heroes  
Oct. 10, 2020 New Date



Learn more at [www.scparadeofchampions.org](http://www.scparadeofchampions.org)  
Follow us on Facebook and Instagram

# SC Celebrating America's Heroes City Wide! Council can Promote by District—Here is how:

- Theme is America's Heroes—our Front Lines. It's a front Yard Contest. All of Santa Clara is invited to participate. Like the parade last year: Family friendly messaging –no politics, no campaigning, no controversy-- just good clean fun.
- Given the COVID SIP and social distancing and the approaching flu season—its all about honoring our heroes safely.
- So the closest thing to being along the Parade route to watch the SC virtual Parade of Champions ---will be in their own front yard.
- To win in one of 5 categories we are looking for over the top creativity. It can be a yard filled with your superheroes, or choose a specific heroes like Fire Department, Doctor or Nurses or the Trader Joes Retail clerks. Its their masterpiece.
- A panel of 5 judges will select top 20 pics and visit the homes randomly the week of Oct 4 Homeowners will not be notified.
  - Best theme Front Yard—showcasing America's Super Heroes
  - Outstanding Business Spirit
  - Neighborhood Spirit: Best decorated area in SC
  - District Challenge: Most Outstanding decorations overall
  - People's Choice—Online Votes only
- How to participate:
- Sign up at [www.scparadeofchampions.org](http://www.scparadeofchampions.org) and upload a pic of your home, neighborhood, business—give it a title—every masterpiece should be titled. We will assign you a # and deliver with no contact a lawn sign.
  - Our Volunteers will take a pic of the sign at the address. We would like to take a pic with the homeowner and the sign if they want. A little momento of their participation.
- The most total votes in any of the categories wins a First Prize, 2020 bragging rights and spot in our 2020 SC Virtual Parade of Champions 1 hour program.
- Voters can only vote once. Must be nonpolitical and noncontroversial.
- Winners will be announce at the Online Watch Party on Octo 10, 10,20 live streamed and recorded. We will be playing the Virtual Parade Watch party for the rest of the Year.
- Grateful for the commitment to promote the Contest and SC Virtual Parade of Champons

# 2020 SCPOC Virtual Parade Program—the antidote to COVID Fatigue

- We love our Front Line Heroes and Community and want to capture that spirit around the city one front yard at a time. Along with videos from our Front lines essential workers FD, PD, Kaiser Doctors and Nurses, City and business leadership, sponsor messaging, showcase schools Marching bands zoom or past performances, Cultural groups and entertainment—15 secs of fame. It can be old video or New Video. Our Production company we hire will edit and create an entertaining program.
- The Pandemic and unrest has shined a light on some outstanding acts of community strength and Heroism. There is a lot to celebrate—and remind ourselves that we have done it before and will do it again.
- The Community is missing out on gatherings. We need something unifying. Great way to show off our spirit and unity—we want to capture that for 2020.
- What can we expect?
- A 1 hour prerecorded show hosted by SCPOC and Emceed by Taylor Amarante that tells our community story.
- A few highlights about our history, and the its return after 24 years, and showcase all those who made it happen and weave in the messages and images of community working together, and all those in the frontlines that are keeping us safe through this pandemic.
- We will incorporate Videos 15-3-secs into a 1 hour program :
  - Mayor and District Council community messages
  - Front line messages : Medical, SCPD, SCFD, Public works, Retailers, Business,
  - Sponsors' community messages
  - Past winning and 2020 Marching Band Performances
  - Cultural Groups
  - Non Profit Community groups
  - SC Power, Triton, Convention, Center, Levi Stadium
  - SCU and Unified School Systems
  - County or State Leader Messages



# The Plan Recapped

- On Oct 10, 2020 We will live stream on from YouTube on our website and social media.
- Taylor Amarante will emcee and SCPOC will Host. Two options we have not finalized until we check with #2 Venues
  - Option 1: Zoom background will be images of SC assets: St. Clare Civic Center, SCU, Downtown Parade Scenes, Levi Stadium, Convention Center, Triton, Harris Lass. These are our WHEREs
  - Option 2: Record a Hosted a live event at the Triton, or Levi Stadium or Convention center or SCU campus and Edit recorded live into the Content that is prerecorded. It will feel more like a live event.
- Program will open with the Anthem and images of our community heroes. Message from Mayor and SCPOC.
- We have a professional 8 minute video of 2019 parade not seen will be part of 2020 programming.
  - Signed up so far we have Vanguard, ROTC and 2 Marching Bands who will be performing by zoom.
- The best Media submissions from participants will be edited professionally—woven into a single story. Prerecorded
  - Sponsors can choose 15 sec to 1 minute spots. This is a perk for committing to sponsorship of the 2021 parade
  - Community messages can be 15 to 30 secs long. Ideally shorter and more frequent messages are more energetic to watch
- Winners and images of the America's Heroes contest will be announced and included in the program
- Segue into Announcement of next year's 2021 parade date, time and place. Roll Credits and 2021 sponsorship logos
- This video will run from 10/10/20 to 10/9/21 on our website (YouTube).

# Santa Clara City: We want to do this together. Can you support our Asks?

- City Participation: Video by Mayor, Council and City Front line Heroes.
  - We have been in touch with SCPD and FD happy to connect with Library Bookmobile, Unified, Triton—all places keeping us connected,
  - Use existing Video or photos of the COVID winners by District and Overall Steve Silva?
  - Best Business and Person of the Year by District? Are there any for 2020?
  - Images of the 2020 Census Float, Images of School and Senior Lunches, Mask Program, COVID testing, etc.
- Communication and Promotion Outreach : America's Heroes Yard Contest and SC Virtual Parade—Need your support
  - Last year the City provided the following access:
    - Great America Billboard on 101
    - Inside
    - City Calendar
    - Social Media and Next Door
    - PGE Billings
    - Channel 15 Promotion —Can we live stream on 10/10/20?
- Funding for Production: the bids are coming in between \$10-\$15K. That includes, editing and Filming, livestreaming the day of the Virtual Parade. For just editing that will be \$5-\$8K
- SCPOC Communications plan: We will repeat last year's outreach. Mercury News, SC Weekly, SC Online, SJ Spotlight, Local Bay area Patch, NBC News, Local TV and Community Radio Spots, Social Media and email blasts. Banners at the Parks, Posters and flyers and the Farmer's Market.

Who doesn't love a Parade? Q and A





## Agenda Report

20-535

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### SUBJECT

Public Hearing: Action on a Tentative Parcel Map for 2305 Mission College Boulevard [Council Pillar: Promote and Enhance Economic, Housing, and Transportation Development]

#### BACKGROUND

The applicant is requesting approval of a Tentative Parcel Map (PLN2019-14217) to subdivide an existing 15.78-acre property into two parcels at 2305 Mission College Boulevard to facilitate redevelopment of the site. As stated in 17.05.400(e) of the City Code, consideration and action on a Tentative Parcel Map is a function of the City Council. Planning Commission recommendation is not required for minor subdivisions of four lots or less.

The existing property is developed with a 225,503 square foot, two-story office building, surface parking lots and site landscaping. An Architectural Review application to demolish the existing buildings and site improvements was filed by the applicant along with the Tentative Parcel Map proposal to construct two, three-story data center buildings totaling 489,951 square feet; a substation with a generation capacity of up to 78.1 megawatts (MW); and associated parking, site access and landscaping on the project site (Mission College Data Center Project). The Architectural Review application for the Mission College Data Center Project was approved at a public noticed Development Review Hearing on August 20, 2020 and included project conditions of approval.

The proposal is to create two separate lots composed of Lot 1 at 8.75 acres and Lot 2 at 7.04 acres for phased development of the two buildings designed for use as data centers. Building A totals 278,526 square feet and is proposed for construction on Lot 1 in Phase 1. Building B is 211,425 square feet and is proposed on Lot 2 in Phase 2. Each parcel is designed to have shared access to Agnew Road and Mission College Boulevard, and site circulation and parking; with utility service provided separately to each parcel.

#### DISCUSSION

Tentative Parcel Map applications are reviewed for General Plan and Zoning Code consistency and conformance with the Subdivision Map Act. The proposed Tentative Parcel Map was reviewed by the City's Subdivision Clearance Committee and determined to be complete on August 18, 2020. Staff has confirmed that the proposed subdivision will not result in any inconsistencies with the General Plan and zoning designations for the property, Building Code, or other applicable requirements. Conditions of Approval have been prepared and are provided as Attachment 2. The conditions include a requirement for recordation of Covenants, Conditions and Restrictions (CC&R's) or equivalent instrument governing the shared use and maintenance of utilities, parking spaces (surface and garage), drive aisles, pedestrian walkways, trash, landscaping, and other related facilities.

The proposed Tentative Parcel Map would subdivide a parcel to allow two new buildings to be

constructed on separate parcels and the construction of a substation and associated site improvements. The proposed map facilitates land use activity consistent with the intended uses for the site's Low Intensity Office/Research & Development General Plan designation, and the proposed map is consistent with the applicable regulations in the ML (Light Industrial) zoning district. Approval of the Tentative Parcel Map would allow the property owner flexibility in financing and/or leasing of both properties individually, thereby supporting their long-term use consistent with the City's General Plan.

### **ENVIRONMENTAL REVIEW**

The California Energy Commission (CEC), as the Lead Agency for reviewing and approving or denying all thermal power plants producing 50 megawatts (MW) or greater, prepared and circulated for 30 day public review and comment a Mitigated Negative Declaration (MND) for the Mission College Data Center Project in accordance with CEQA requirements. On August 12, 2020, the CEC adopted the MND at a public noticed meeting and granted a Small Power Plant Exemption for the project; which allows the application to proceed with permitting by the local agency (City of Santa Clara). The CEC also adopted a Mitigation Monitoring or Reporting Program (MMRP), which identifies mitigation measures in the areas of geology and biological resources to reduce potential significant impacts to less-than-significant with project development and operations. The proposed Tentative Parcel Map is consistent with the approved data center project analyzed by the CEC. In its role as responsible agency, the City reviewed and considered the information contained in the Initial Study and MND, and adopted the MND and MMRP at a publicly noticed Development Review Hearing on August 20, 2020.

### **FISCAL IMPACT**

There is no cost to the City other than administrative staff time and expense for the processing of this application. Staff costs associated with review of the Tentative Parcel Map are generally recovered through application fees paid by the project applicant.

### **COORDINATION**

This report has been coordinated with the City Attorney's Office

### **PUBLIC CONTACT**

On August 12, 2020, a notice of public hearing was published in *The Weekly*, a newspaper of general circulation, and on August 14, 2019 notice of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 1,000 feet of the project site. At the time of this report, Planning staff has not received public comments regarding the proposed project.

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 to approve the Tentative Parcel Map to subdivide the existing parcel into two

lots at the property located at 2305 Mission College Boulevard.

2. Adopt a resolution to deny the Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 2305 Mission College Boulevard.

### **RECOMMENDATION**

Alternative 1:

Adopt a resolution to approve the Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 2305 Mission College Boulevard.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Resolution Approving the Tentative Parcel Map
2. Conditions of Tentative Parcel Map Approval
3. Tentative Parcel Map

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

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
TO APPROVE A TENTATIVE PARCEL MAP FOR THE  
PROPERTY LOCATED AT 2305 MISSION COLLEGE  
BOULEVARD, SANTA CLARA, CALIFORNIA**

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

**WHEREAS**, on November 21, 2019, Oppidan Investment Corporation (“Applicant”) made an application for a Tentative Parcel Map to subdivide an existing 15.78 acre parcel (APN: 104-13-096), into two parcels located at 2305 Mission College Boulevard in the City of Santa Clara (“Project Site”) for the purposes of developing the property with a three-story data center buildings totaling 489,951 square feet; a substation with a generation capacity of up to 78.1 megawatts (MW); and associated parking, site access and landscaping on the project site (“Mission College Data Center Project”).

**WHEREAS**, the General Plan land use designation for the Project Site is Low Intensity Office/R & D and the zoning designation is Light Industrial (ML);

**WHEREAS**, consistent with the General Plan and zoning designation for the Project Site, the proposal involves the subdivision of the existing 15.78 acre parcel (APN: 104-13-096) into two parcels as shown on Exhibit “Tentative Parcel Map” attached hereto and incorporated herein by this reference;

**WHEREAS**, pursuant to Section 17.05.220 of the Code of the City of Santa Clara (“SCCC”), a Tentative Parcel Map shall be required for all divisions of land into four or fewer parcels;

**WHEREAS**, the California Energy Commission, acting as lead agency, prepared an Initial Study and adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring or Reporting Program (MMRP) for the Project on August 12, 2020;

**WHEREAS**, on August 20, 2020, at a duly noticed public hearing, the Development Review Officer approved the Architectural Review application for the Mission College Data Center

Project, reviewed and considered the information in the MND, and adopted the MND and MMRP as a responsible agency;

**WHEREAS**, on August 18, 2020, the Subdivision Committee determined that the application was complete and directed that the parcel map be reviewed by the City Council in conformance with Section 17.05.400 of the SCCC as a Tentative Parcel Map;

**WHEREAS**, Section 17.05.400 (d) of the SCCC requires that the City Council hold a public hearing before considering the approval of a Tentative Parcel Map for the division of land;

**WHEREAS**, Section 17.05.400(d) of the SCCC further requires that notice of the public hearing before the City Council be given by publishing notice in a newspaper of general circulation, by providing notice to all property owners within on thousand (1000) feet of the proposed Tentative Parcel Map area by mail, by providing mailed notice to each local agency expected to provide essential facilities to the project, and by posting a notice of public hearing in at least three places within the vicinity of the project site;

**WHEREAS**, notice of the public hearing on the proposed Tentative Parcel Map was published in the *Weekly*, a newspaper of general circulation for the City, on August 12, 2020;

**WHEREAS**, on August 14, 2020, the City posted notice of the public hearing at three conspicuous locations within three hundred (300) feet of the Project Site;

**WHEREAS**, on August 14, 2020, the City mailed notice of the public hearing to the San Francisco Public Utilities Commission, which will supply water to the site;

**WHEREAS**, on August 14, 2020, notices of the public hearing on the Tentative Parcel Map were mailed to all property owners within 300 feet of the Project Site, according to the most recent assessor's roll; and,

**WHEREAS**, on August 25, 2020, the City Council reviewed the Tentative Parcel Map and conducted a public hearing, at which time all interested persons were given an opportunity to provide testimony and the City Council considered all verbal and written evidence.

**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. Tentative Map Findings. Pursuant to California Government Code Sections 66426 and 66428 and SCCC Section 17.05.400(e), and (f), City Council finds and determines that:

A. The proposed subdivision is substantially consistent with the objectives, policies, general land use and programs specified in the City's General Plan. The existing parcel, totaling 15.78 acre parcel (APN: 104-13-096), will be reconfigured to create two parcels- one of approximately 8.75 acres, and one of approximately 7.04 acres, located in Santa Clara. Both parcels will continue to maintain the General Plan designation Low Intensity Office/R & D and the zoning designation is Light Industrial (ML). The subdivision facilitates development of the site in a manner consistent with the General Plan and Zoning of the City of Santa Clara.

B. The design and improvements of the proposed subdivision are substantially consistent with the City's General Plan in that the Tentative Parcel Map facilitates development in accordance with the approved entitlements for the Project Site and is subject to conditions set forth in the Conditions of Approval, attached hereto and incorporated by this reference.

C. The site is physically suitable for the proposed type of development, in that the Project Site is planned for industrial development and is designed in a manner consistent with other industrial development within the area.

D. The site is physically suitable for the planned low intensity development in that the site is located in an urbanized area served by existing public infrastructure and facilities.

E. The design of the subdivision and type of improvements are not likely to cause serious public health problems in that the site is surrounded by similar industrial and office uses.

F. The design of the subdivision and type of improvements are not likely to cause substantial environmental damage and will not substantially or unavoidably injure fish or wildlife or their habitat in that the Project is located in an urbanized setting, on a developed site.

G. The design of the subdivision and type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision in that the Project is designed to avoid encroachments and conflicts with public easements.

H. The Tentative Parcel Map provides would subdivide a parcel to allow two new data center buildings to be constructed on separate parcels along with the construction of a substation and associated site improvements.

3. Based on the findings set forth in this Resolution and the evidence in the Staff Report and such other evidence as received at the public hearings on this matter before the City Council, the City Council hereby approves the Tentative Parcel Map, substantially in the form on file as shown in Exhibit "Tentative Parcel Map", subject to the conditions of approval, attached as Exhibit "Conditions of Tentative Parcel Map Approval".

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2020, 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 Tentative Parcel Map Approval  
2. Tentative Parcel Map

## **CONDITIONS OF TENTATIVE PARCEL MAP 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. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&Rs) or equivalent instrument to the City and record the document prior to recordation of Final Map.
- C2. The project shall comply with the Conditions of Architectural Review approvals (PLN2019-14213) and mitigation measures specified in the Mitigated Negative Declaration adopted by the California Energy Commission for the project.

### **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. 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 parcel map and/or issuance of building permits.
- E4. Trees shall not be permitted within public easements.
- 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.
- E6. Dedicate, as required, on-site easements for new public utilities and/or sidewalk, and emergency vehicle access by means of a Subdivision Map or approved instrument at time of development.

- E7. After City Council approval of the Tentative Map, submit 10 copies of the Subdivision Map, prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges to the Public Works Department. The submittal shall include a title report, closure calculations, and all appropriate fees.
- E8. File and record Subdivision Map to create parcels and pay all appropriate fee(s) prior to issuance of a building permit.
- E9. All driveways shall be replaced with current City standard driveways.
- E10. Provide minimum 5' wide sidewalk with landscape strip along Agnew Road frontage.
- E11. Existing non-ADA compliant frontage shall be replaced with current City Standard frontage improvements.
- E12. All proposed walkway, sidewalk, driveways and curb ramps shall be ADA compliant.
- E13. Driveways should be CSC ST-8 and comply with Driveway's Triangle of Safety.
- E14. Reconstruct driveway adjacent to property on Mission College Boulevard and construct new driveway adjacent to property on Agnew Road for Santa Clara Valley Water District access.

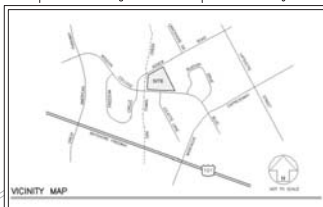
### **ELECTRIC**

- EL1. No cross parcel distribution of temporary, or permanent power can exist between the two parcels either before, during or after construction.
- EL2. SVP substation access from each parcel must be maintained at all times.
- EL3. Proposed Easement (2)
  - a. Shall extend to include ground grid
  - b. Shall apply to entire SVP switchyard across both parcels irrespective of Parcel 1 Owner or Parcel 2 Owner's developments.
- EL4. Proposed Easement (4)
  - a. All SVP equipment (manholes, vaults, pull boxes, conduit, etc.) pending completed and signed developers drawing shall be covered with an underground electric easement per SVP requirements.
- EL5. Proposed Easement (7)

# TENTATIVE PARCEL MAP

IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA,  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE LAND DESCRIBED IN THE  
GRANT DEED RECORDED DECEMBER 19, 2014 AS DOCUMENT  
NO. 22804916 OF OFFICIAL RECORDS OF SANTA CLARA  
COUNTY, BEING ALSO A PORTION OF PARCEL A AS SHOWN  
ON THE PARCEL MAP FILED IN BOOK 448, PAGE 14 OF MAPS



## LEGEND

- = PROPERTY LINE
- = EXISTING EASEMENT LINE
- = PROPOSED EASEMENT LINE
- = EASEMENT TO BE VACATED

## PROJECT DATA

SITE ADDRESS: 2305 MISSION COLLEGE BLVD, SANTA CLARA, CA 95054  
ASSESSOR'S PARCEL NUMBER: 104-13-096  
ZONING PER JURISDICTION: ML-LIGHT INDUSTRIAL  
LOT AREA:

|                  |               |
|------------------|---------------|
| REQUIRED:        | PROVIDED:     |
| LOT 1: 20,000 SF | 381,025.14 SF |
| LOT 2: 20,000 SF | 306,632.95 SF |

LOT WIDTH:

|                 |            |
|-----------------|------------|
| REQUIRED:       | PROVIDED:  |
| LOT 1: 100 FEET | X>100 FEET |
| LOT 2: 100 FEET | X>100 FEET |

MAXIMUM BUILDING COVERAGE:

|                                 |           |
|---------------------------------|-----------|
| REQUIRED:                       | PROVIDED: |
| LOT 1: 285,768.86 SF (75% MAX.) | 92,842 SF |
| LOT 2: 229,974.71 SF (75% MAX.) | 70,475 SF |

BUILDING HEIGHT LIMITS

|                                 |                        |
|---------------------------------|------------------------|
| MAX TO ROOF PEAK:               | PROVIDED TO ROOF PEAK: |
| 70'-0" MAX + 25% BONUS = 87'-6" | 84'-6"                 |

SETBACKS:

|                |                 |                 |
|----------------|-----------------|-----------------|
| REQUIRED:      | LOT 1 PROVIDED: | LOT 2 PROVIDED: |
| FRONT: 15' MIN | X>15'           | X>15'           |
| SIDE: 0'       | X>0'            | X>0'            |
| REAR: 0'       | X>0'            | X>0'            |

PARKING:

LOT 1 BUILDING GROSS SF: 278,526 SF ±  
LOT 2 BUILDING GROSS SF: 211,425 SF ±

OFFICE SPACE IS LESS THAN 10% OF THE TOTAL GROSS SF, THEREFORE DATA CENTER USE WAS USED FOR THE ENTIRE GROSS SF. A ZONING ADMINISTRATION MINOR MODIFICATION IS BEING REQUESTED FOR A 25% REDUCTION ON THE OVERALL PARKING REQUIREMENT

LOT 1: 1 STALL PER 4,000 SF => 278,526 / 4,000 \* 0.75 = 53 STALLS REQUIRED, 53 STALLS PROVIDED

LOT 2: 1 STALL PER 4,000 SF => 211,425 / 4,000 \* 0.75 = 40 STALLS REQUIRED, 50 STALLS PROVIDED

## MAP NOTES

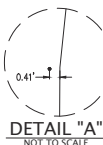
- THE SURVEY SHOWN WAS PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC., DATED FEBRUARY 22, 2019 AND WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED SEPTEMBER 14, 2016, ORDER NUMBER: 3020-814243.
- BENCHMARK:  
BM--D-2  
AGNEW ROAD AND SAN TOMAS AQUINO CREEK, PK NAIL IN CHISELED SQUARE AT CENTER SOUTH SIDE OF BRIDGE AT FACE OF CURB.  
  
ELEVATION: 25.58 (DATUM) NAVD88
- BASIS OF BEARINGS:  
THE BEARING OF NORTH 86°09'37" WEST TAKEN ON THE CENTERLINE OF MISSION COLLEGE BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON AUGUST 20, 1979 IN BOOK 448 OF MAPS AT PAGE 14, SANTA CLARA COUNTY RECORDS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.
- ONSITE CIRCULATION ACROSS PROPERTY LINES TO BE PROVIDED BY MUTUAL INGRESS AND EGRESS EASEMENTS. THE EXTENT OF THESE EASEMENTS TO BE DESCRIBED IN THE CC&R'S.

## EXISTING EASEMENTS

- AN EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRIC, UNDERGROUND ELECTRIC, ELECTRICAL EASEMENT AND INCIDENTAL PURPOSES DEDICATED TO THE CITY OF SANTA CLARA ON THE PARCEL MAP RECORDED APRIL 06, 1978 AND ON FILE IN BOOK 416, PAGE 16, OF PARCEL MAPS.
- AN EASEMENT FOR UNDERGROUND AND OVERHEAD ELECTRIC, UNDERGROUND ELECTRIC, ELECTRICAL EASEMENT AND INCIDENTAL PURPOSES GRANTED TO THE CITY OF SANTA CLARA, RECORDED SEPTEMBER 29, 1978 AS BOOK D990, PAGE 41 OF OFFICIAL RECORDS, A PORTION OF THE EASEMENT WAS QUITCLAIMED BY THE CITY IN A QUITCLAIM DEED RECORDED AUGUST 22, 1979 IN BOOK E742, PAGE 199 OF OFFICIAL RECORDS.
- AN AVIATION AIR SPACE EASEMENT GRANTED TO THE CITY OF SANTA JOSE, RECORDED DECEMBER 6, 1978, IN BOOK E143 PAGE 726, OFFICIAL RECORDS.
- AN EASEMENT FOR UNDERGROUND ELECTRICAL EASEMENT AND INCIDENTAL PURPOSES DEDICATED TO THE CITY OF SANTA CLARA ON PARCEL MAP RECORDED AUGUST 20, 1979 AND ON FILE IN BOOK 448, PAGE 448, PAGE 14, OF PARCEL MAPS.
- AN EASEMENT FOR UNDERGROUND ELECTRICAL SYSTEMS AND INCIDENTAL PURPOSES GRANTED TO THE CITY OF SANTA CLARA, RECORDED DECEMBER 10, 1979 IN BOOK F005, PAGE 220 OF OFFICIAL RECORDS.
- AN EASEMENT FOR NITROGEN GAS PIPELINE AND INCIDENTAL PURPOSES GRANTED TO AIR PRODUCTS MANUFACTURING CORPORATION, A DELAWARE CORPORATION, RECORDED NOVEMBER 1, 1994 IN BOOK N659, PAGE 1668 OF OFFICIAL RECORDS.
- AN EASEMENT FOR SANITARY SEWER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO THE CITY OF SANTA CLARA, RECORDED JUNE 9, 1999 AS INSTRUMENT NO. 14850876 OF OFFICIAL RECORDS.

## PROPOSED EASEMENTS

- MINIMUM 26'-FT WIDE EMERGENCY VEHICLE ACCESS EASEMENT AN EASEMENT GRANTED TO THE CITY OF SANTA CLARA
- SUBSTATION EASEMENT GRANTED TO SILICON VALLEY POWER
- MINIMUM 15'-FT WIDE WATER UTILITY EASEMENT GRANTED TO THE CITY OF SANTA CLARA
- ELECTRICAL EQUIPMENT EASEMENT AND INCIDENTAL PURPOSES GRANTED TO SILICON VALLEY POWER
- 30'-FT OVERHEAD EASEMENT AND INCIDENTAL PURPOSES FOR WIRE ZONE GRANTED TO SILICON VALLEY POWER
- 15'-FT WIDE EASEMENT FOR SANITARY SEWER FACILITIES AND INCIDENTAL PURPOSES GRANTED TO THE CITY OF SANTA CLARA
- 21'-FT WIDE VEHICULAR INGRESS/EGRESS EASEMENT GRANTED TO SILICON VALLEY POWER
- PUBLIC ACCESS EASEMENT



| LINE # | DIRECTION   | LENGTH  |
|--------|-------------|---------|
| L1     | N86°09'37"W | 4.00'   |
| L2     | N4°09'35"E  | 75.00'  |
| L3     | N29°28'49"W | 17.95'  |
| L4     | S82°22'13"W | 70.41'  |
| L5     | N86°09'37"W | 59.00'  |
| L6     | N74°41'27"W | 70.41'  |
| L7     | S86°09'37"E | 197.00' |
| L8     | N25°46'29"W | 42.05'  |

## UTILITY NOTE

- ALL BUILDINGS ON THE PROPERTY HAVE SEPARATE AND INDIVIDUAL UTILITY SERVICES FOR WATER, FIRE, STORM, SANITARY SEWER, RECLAIMED WATER, ELECTRICAL, AND FIBER.



SIGNATURE: DJ HODSON  
PROFESSIONAL ENGINEER CA Lic. No. C78817  
09/30/2021 EXPIRATION

## LANGAN

Langan Engineering and Environmental Services, Inc.  
1 Almaden Boulevard, Suite 590  
San Jose, CA 95113

T: 408.283.3600 F: 408.283.3601 www.langan.com

## Project

2305 MISSION COLLEGE BOULEVARD

CITY OF SANTA CLARA

COUNTY OF SANTA CLARA

## Drawing Title

TENTATIVE PARCEL MAP

CALIFORNIA

| Date       | Description          | No. |
|------------|----------------------|-----|
| 04/21/2020 | RESUBMISSION #1      | 2   |
| 03/18/2020 | TENTATIVE PARCEL MAP | 1   |

## REVISIONS

| Project No.      | Drawing No. |
|------------------|-------------|
| 770661602        | TM1.0       |
| Date: 04/21/2020 |             |
| Drawn By: DKS    |             |
| Checked By: DJH  |             |
| Sheet 1 of 1     |             |



Agenda Report

20-758

Agenda Date: 8/25/2020

**REPORT TO STADIUM AUTHORITY BOARD**

**SUBJECT**

Informational Report on Dates and Purpose of Stadium Authority and Stadium Manager Meetings for the Period April 1, 2020 to June 30, 2020 [Board Pillar: Enhance Community Engagement and Transparency]

**BACKGROUND**

On August 24, 2017, the Stadium Authority approved the Harvey Rose Audit titled “Comprehensive Audit of Stadium”. Audit recommendation 1.Q states that “the Stadium Authority Board should direct the Executive Director to require that all meetings, including the date and purpose of the meetings, between Stadium Authority staff and Stadium Manager be documented and reported quarterly or annually to the Stadium Authority Board.” Staff has implemented this audit recommendation on a quarterly report frequency.

**DISCUSSION**

In accordance with the Board approved audit recommendation, meetings between Stadium Authority staff and Stadium Manager for the period of April 1, 2020 to June 30, 2020 are listed below.

| Date    | Meeting Purpose  |
|---------|--|
| 4/23/20 | Santa Clara Stadium Authority/Stadium Management Company Quarterly Status Meeting (via Zoom)     |
| 5/21/20 | Santa Clara Stadium Authority/Stadium Management Company Monthly Coordination Meeting (via Zoom) |
| 5/28/20 | Stadium Manager Procurement Meeting (via Zoom)   |

**ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

**FISCAL IMPACT**

There is no fiscal impact related to this report other than the staff time to prepare this report.

**COORDINATION**

This report has been coordinated with the Finance Department and Stadium Authority Counsel’s Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file the quarterly report on Stadium Authority and Stadium Manager Meetings for the period of April 1, 2020 to June 30, 2020.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, Executive Director



## Agenda Report

20-692

Agenda Date: 8/25/2020

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on Stadium Authority Bills and Claims for the Month of April 2020 [Board Pillar: Enhance Community Engagement and Transparency]

#### BACKGROUND

Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

#### DISCUSSION

On April 30, 2019 the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

Significant expenses in April 2020 include:

- Payments totaling \$69,241.60 to the City of Santa Clara for the following:
  - \$64,747.60 for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: City Manager's Office, City Attorney's Office, and Finance Department)
  - \$4,494.00 for Special Liabilities Claims for Q4 ending 3/31/2020
- Payments totaling \$19,791,856.00 to Stadium Funding Trust for the Term A Loan (Principal and Interest) payment
- Payments totaling \$15,428,972.11 to Forty Niners SC Stadium Co, LLC for the Subordinated Loan (Principal and Interest) payment
- Payment totaling \$594,000.00 to Forty Niners Stadium Management Co, LLC for April Stadium Manager expenses
  - \$266,000.00 for April 2020 Stadium Manager Expenses - Utilities
  - \$56,000.00 for April 2020 Stadium Manager Expenses - Insurance
  - \$201,000.00 for April 2020 Stadium Manager Expenses - SBL Sales
  - \$71,000.00 for April 2020 Stadium Manager Expenses - Lender/Admin Fees
- Payment totaling \$7,851.00 to Wilson Ihrig for noise monitoring services
- Payments totaling \$4,437.50 to Singer Associates, Inc. for the following:
  - \$937.50 for February 2020 for public policy review services and communication consulting services

- \$3,500.00 for March 2020 communication consulting services related to FY2020/21 SCSA budget and drafting news release

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

There is a \$35,897,489.07 fiscal impact to the Stadium Authority.

### **COORDINATION**

This report has been coordinated with the Stadium Authority Counsel’s Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Approve the list of Stadium Authority Bills and Claims for April 2020.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

### **ATTACHMENTS**

1. April 2020 SCSA Bills and Claims

## Santa Clara Stadium Authority

### Bills and Claims Expenses Paid by Wire Transfer For the Month of April 2020

| Payment Date            | Vendor                                  | Invoice No.  | Description                                      | Fund         | Amount                         |
|-------------------------|---|--------------|--|--------------|--------------------------------|
| 4/1/2020                | Stadium Funding Trust                   | N/A          | Term A Principal & Interest                      | Debt Service | 19,791,856.00                  |
| 4/3/2020                | Forty Niners SC Stadium Co, LLC         | N/A          | Subloan Principal & Interest                     | Debt Service | 15,428,972.11                  |
| 4/14/20                 | Forty Niners Stadium Management Co, LLC | SLS-031920-A | April 2020 Std Mgr - Utilities                   | Operating    | 266,000.00                     |
| 4/14/20                 | Forty Niners Stadium Management Co, LLC | SLS-031920-A | April 2020 Std Mgr - Insurance                   | Operating    | 56,000.00                      |
| 4/14/20                 | Forty Niners Stadium Management Co, LLC | SLS-031920-A | April 2020 Std Mgr - SBL Sales & Service         | Operating    | 201,000.00                     |
| 4/14/20                 | Forty Niners Stadium Management Co, LLC | SLS-031920-A | April 2020 Std Mgr - Lender/Admin Fees           | Operating    | 71,000.00                      |
|                         |   |              | Forty Niners Stadium Management Co, LLC Subtotal |              | 594,000.00                     |
| 4/15/20                 | Bank of America                         | N/A          | March 2020 bank fees acct 0444                   | Operating    | 327.29                         |
| 4/15/20                 | Bank of America                         | N/A          | March 2020 bank fees acct 0425                   | Operating    | 18.18                          |
| 4/15/20                 | Bank of America                         | N/A          | March 2020 bank fees acct 6280                   | Operating    | 40.04                          |
|                         |   |              | Bank of America Subtotal                         |              | 385.51                         |
| 4/1/20                  | Santa Clara Weekly                      | 1244392      | Budget Public Hearing Notice                     | Operating    | 600.00                         |
| 4/2/20                  | Wilson Ihrig                            | 16125N29     | Dec 2019 and Jan 2020 Noise Monitoring           | Operating    | 7,851.00                       |
| 4/6/20                  | Singer Associates, Inc.                 | 133729       | February 2020 Communication Consultant           | Operating    | 937.50                         |
| 4/14/20                 | Singer Associates, Inc.                 | 133837       | March 2020 Communication Consult                 | Operating    | 3,500.00                       |
|                         |   |              |  |              | 4,437.50                       |
| 4/6/20                  | J.S. HELD LLC                           | 1102795      | January 2020 Audit Services                      | Operating    | 145.35                         |
| 4/17/20                 | City of Santa Clara                     | 90157        | CSC Inv. 90157-Spec Liab Claim                   | Operating    | 4,494.00                       |
| 4/27/20                 | City of Santa Clara                     | N/A          | B2005 SCSA Admin Payroll Costs                   | Operating    | 64,747.60                      |
|                         |   |              | City of Santa Clara Subtotal                     |              | 69,241.60                      |
| <b>April 2020 Total</b> |   |              |  |              | <b><u>\$ 35,897,489.07</u></b> |



## Agenda Report

20-587

Agenda Date: 8/25/2020

### REPORT TO STADIUM AUTHORITY BOARD

#### SUBJECT

Action on an Agreement with The Pun Group, LLP for Auditing Services for the Santa Clara Stadium Authority for the 2019 College Football Playoff National Championship [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

#### BACKGROUND

The Bay Area Host Committee ("the Committee") is a nonprofit corporation founded to serve as the local organizing committee focused on bringing large scale events to the Bay Area that drive economic vitality. Through an Assignment and Assumption Agreement, the Committee managed the College Football Playoff ("CFP") to promote, organize, and execute the 2019 College Football Playoff National Championship and its related events. In July 2018, the Committee entered into an Assignment and Assumption Agreement with the Forty Niners Stadium Management Company, LLP to host the January 7, 2019 CFP National Championship Game ("the Game") and ancillary events associated with it at Levi's Stadium. The Assignment and Assumption Agreements contained the following record rights for the Santa Clara Stadium Authority:

"Assignee agrees to provide an accounting of the Game as follows: (1) Assignee shall provide to the Stadium Authority Executive Director an Initial Accounting to be completed by June 30, 2019 consisting of a profit and loss statement of the Game and possession of all hardcopy and softcopy supporting documentation and such additional information as may be necessary to confirm the information set forth in such profit and loss statement; (2) Assignee shall provide the Stadium Authority Executive Director with an annual audit of its financial statements by a recognized third-party accounting firm and it shall provide a copy of the audited financial statement for the fiscal years that include Stadium Authority related activity."

The Committee provided a copy of the audited financial statements and all the supporting documents relating to the Game to the Stadium Executive Director at the conclusion of reconciling the financial data for the Game.

The Stadium Authority ("Authority") desires to hire a qualified accounting firm, The Pun Group, LLP ("the Pun Group"), to perform a review of the completeness of the supporting documents for the Game and provide the Authority an analysis of the revenue and expense classifications to ensure proper classification.

#### DISCUSSION

The Authority solicited five Certified Public Accountant (CPA) firms to perform the requested Agreed Upon Procedures for the College Football National Championship. Only one proposal was received from The Pun Group.

The proposed project plan includes five milestones: Initiation and Planning, Data Gathering, Execution and Analysis, Reporting, and Closure; and is expected to be completed within three months once work begins. However, due to the pandemic health restrictions, there may be yet unknown delays.

The Initiation and Planning milestone will include contract commencement and kickoff meeting, finalizing the project plan, deliverables and timing and preparing the initial document request list.

The Data Gathering milestone includes obtaining relevant information and documentation; conducting review and analysis of information gathered; obtaining and reading available contracts, policies, procedures and workflow on event setup and take down and other internal control documentation for significant transactions; interviewing key personnel responsible for tasks related to accounting, financial reporting, sales, procurement, disbursement and parking operations; and developing an overall familiarity with the Authority and the Authority's operations related to the Game.

The Execution and Analysis phase will be the most complex and time-consuming milestone. Twenty-five revenue transactions, twenty from ticket sales and five from sponsorship and suite rentals, will be selected to perform various agreed upon procedures. The procedures include, but are not limited to, agreeing the amount, customer, and date to the deposit detail and posting to the bank statements and general ledger. In addition, twenty-five non-payroll expenditure samples will be chosen, and the amount, payee, date and description will be agreed against the supporting documentation. For Game day concession sales, the concession report for food and beverage sales will be compared against the invoice from the concessionaire and the revenue shared will be recomputed against the terms of the contract. The payroll expenditure and supporting documentation will be reviewed for accuracy and completeness.

The Reporting milestone will include drafting key findings and recommendations for management discussion and review. The consultant will obtain input and feedback on the findings and recommendations to include in the final report prepared during the Closure milestone.

The Pun Group has a team of experts in the fields of finance, internal controls, accounting and auditing and has worked locally with government and not-for-profit sectors. The Pun Group has the capacity and expertise to perform the requested services and objectives. The Stadium Authority is recommending the Proposal provided by the Pun Group.

### **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. Furthermore, 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**

Based upon the Proposal to Perform Agreed Upon Procedures, the total costs of the services will not exceed \$23,650. Sufficient funding is available in the Stadium Authority's FY 2020/21 Budget.

**COORDINATION**

This report has been coordinated with the Stadium Authority Counsel's Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Approve and authorize the Executive Director to execute an agreement with the Pun Group to provide auditing services for a twelve-month period for a total maximum not-to-exceed amount of \$23,650.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

**ATTACHMENTS**

1. Professional Services Agreement with The Pun Group, LLP

**AGREEMENT FOR SERVICES  
BETWEEN THE  
SANTA CLARA STADIUM AUTHORITY,  
AND  
THE PUN GROUP, LLP**

**PREAMBLE**

This Agreement is entered into between the Santa Clara Stadium Authority (Authority), a joint exercise of powers entity, created through Government Code sections 6500 *et seq.*, and The Pun Group, LLP, a California Limited Liability Partnership, (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. Authority desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of Authority; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

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

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on August 18, 2020 and terminate on December 31, 2021.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to Authority when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, Authority may make corrections or replace materials or services and charge Contractor for the cost incurred by Authority.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and Authority expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all time and materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is based on time and materials not to exceed \$23,650, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's

expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. Authority shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Authority may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to Authority all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

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

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

## **9. NO THIRD PARTY BENEFICIARY**

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

## **10. INDEPENDENT CONTRACTOR**

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

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of Authority, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Authority but Contractor may retain and use copies thereof. Authority shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF AUTHORITY TO INSPECT RECORDS OF CONTRACTOR**

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

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

## **14. HOLD HARMLESS/INDEMNIFICATION**

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify Authority, its Board, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and

attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity directly arising from, or alleged to directly arise in whole or in part from, or directly connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by Authority connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Authority; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full Authority and Authority's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against Authority (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless Authority for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

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

## **16. WAIVER**

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

## 17. NOTICES

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

Santa Clara Stadium Authority  
Attention: Treasurer  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [Finance@santaclaraca.gov](mailto:Finance@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

The Pun Group, LLP  
2121 N. California Blvd., Suite 290  
Walnut Creek, CA 94596  
and by e-mail at [Vanessa.Burke@pungroup.com](mailto:Vanessa.Burke@pungroup.com)

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

## 18. COMPLIANCE WITH LAWS

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

## 19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no Authority officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts

which would violate these code provisions. Contractor will advise Authority if a conflict arises.

**20. FAIR EMPLOYMENT**

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

**21. NO USE OF AUTHORITY NAME OR EMBLEM**

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

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

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

**25. COUNTERPARTS**

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

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

**SANTA CLARA STADIUM AUTHORITY**

a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
Stadium Authority Counsel

\_\_\_\_\_  
DEANNA J. SANTANA  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"AUTHORITY"

**THE PUN GROUP, LLP**

a California Limited Liability Partnership

Dated: 7/23/2020  
By (Signature): [Signature]  
Name: KENNETH H. PUN  
Title: MANAGING PARTNER  
Principal Place of Business Address: 200 E. SANDPORN/E AVE., SUITE 200  
SANTA ANA, CA 92707  
Email Address: KEN.PUN@PUNGROUP.COM  
Telephone: ( ) 949-777-8801  
Fax: ( ) 949-777-8850

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the Authority by the Contractor under this Agreement are set forth below.

### **BACKGROUND:**

The Bay Area Host Committee (“the Committee”) is a nonprofit corporation founded to serve as the local organizing committee focused on bringing events to the Bay Area that drive economic vitality. The Committee was created to work with the College Football Playoff (“CFP”) to promote, organize and execute the 2019 College Football Playoff National Championship and its related events. In July 2018, the Committee entered into an Assignment and Assumption Agreement with the Forty Niners Stadium Management Company, LLP to host the January 7, 2019 CFP National Championship Game (“the Game”) and ancillary events associated with it at Levi’s Stadium. As part of the agreement under Section 4e of the Assignment, the Committee agrees to provide an accounting of the Game as follows: (1) the Committee shall provide to the Stadium Authority Executive Director an Initial Accounting to be completed by June 30, 2019 consisting of a profit and loss statement of the Game and possession of all hardcopy and softcopy supporting documentation and such additional information as may be necessary to confirm the information set forth in such profit and loss statement and; (2) the Committee shall provide the Stadium Authority Executive Director with an annual audit of its financial statements by a recognized third-party accounting firm and it shall provide a copy of the audited financial statement for the fiscal years that include Stadium Authority related activity.

The Committee provided a copy of the audited financial statements and all the supporting documents relating to the Game (“the Financial Statements”) to the Stadium Executive Director at the conclusion of reconciling the financial data for the Game.

As part of the agreement under section 4e, the Committee agrees to provide an accounting of the Game as follows:

- Committee will provide to the Stadium Authority Executive Director an Initial Accounting to be completed by June 30, 2019 consisting of a profit and loss statement of the Game and possession of all hardcopy and softcopy supporting documentation and such additional information as may be necessary to confirm the information set forth in such profit and loss statement and;
- Committee will provide the Stadium Authority Executive Director with an annual audit of its financial statements by a recognized third-party accounting firm and it shall provide a copy of the audited financial statement for the fiscal years that include Stadium Authority related activity.

## **SCOPE OF SERVICES TO BE PERFORMED UNDER THE AGREEMENT:**

### **Scope of Services**

The Stadium Authority desires to hire a qualified accounting firm ("Contractor") to provide certain agreed-upon procedures and the Contractor will provide a written Independent Accountants' Report of agreed upon procedures covering the procedures and findings made in connection with the subject matter, as further defined in Attachment A, which is to assist the users understanding of the Committee's initial accounting of the Revenues and Expenses of the 2019 College Football Playoff National Championship as provided by the Bay Area Host Committee and reported in the March 31, 2019 Audited Financial Statements (Objective).

To accomplish this objective, Contractor will perform certain agreed upon procedures in accordance with Statement on Standards for Attestation Engagements No. 19 *Agreed Upon Procedures* to the subject matter as further defined in Attachment A.

Vanessa Burke will serve as the Engagement Partner, to ensure the firm is committed to perform all of the required work, complete the services requested, and issue the necessary reports within the time periods as outlined in our proposal.

The Contractor will provide a written report covering procedures and findings. The Contractor's report, including schedules and attachments thereto, as well as any working paper documentation of any kind created as a result of Contractor's provision of Services, shall not be used or distributed for any other purpose, without prior written consent, except as required by law.

**EXHIBIT B  
SCHEDULE OF FEES**

Contractor will bill Authority on a monthly basis for costs incurred inclusive of expensive for services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

The Fee for performing the Agreed Upon Procedures the Agreed Upon Procedures associated with the 2019 College Football Playoff National Championship will be as follows:

| <b>Staff Classification</b>              | <b>Hours</b> | <b>Standard Hourly Rates</b> | <b>Quoted Hourly Rates</b> | <b>Total</b>      |
|--|--------------|------------------------------|----------------------------|-------------------|
| Partners                                 | 25           | \$ 250                       | \$ 225                     | \$ 5,625          |
| Managers                                 | 60           | \$ 200                       | \$ 175                     | \$ 10,500         |
| Senior Auditors                          | 70           | \$ 175                       | \$ 125                     | \$ 8,750          |
| Staff Auditors                           | 50           | \$ 125                       | \$ 100                     | \$ 5,000          |
| Clerical                                 | 10           | \$ 100                       | \$ 60                      | \$ 600            |
| <b>Subtotal</b>                          | <b>215</b>   |                              |                            | <b>\$ 30,475</b>  |
| <b>Out of Pocket Expenses</b>            |              |                              |                            |                   |
| Meals and Lodging                        |              |                              |                            | Included          |
| Transportation                           |              |                              |                            | Included          |
| Other (Specify)                          |              |                              |                            | Included          |
| Total for Services Described RFP         | 215          |                              |                            | \$ 30,475         |
| <b>Less Professional Discount:</b>       |              |                              |                            | <b>\$ (6,825)</b> |
| <b>TOTAL ALL-INCLUSIVE MAXIMUM PRICE</b> |              |                              |                            | <b>\$ 23,650</b>  |

\*NOTE: The above fee is based on Time and Materials Not to Exceed (T&M NTE) amount. The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. Contractor will absorb expenses such as travel time and costs, per diem expenses, equipment, and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the Authority throughout the engagement. The Firm will also absorb these costs.

**Standard Rates and Rates for Additional Services**

Should the Authority require or request additional services beyond the services listed under this proposal, such additional services will be communicated to you in advance and subject to mutual agreement. Contractor's standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Contractor's rates effective as of January 1, 2020 and through the term of this Agreement is as follows:

|                          |            |
|--------------------------|------------|
| Engagement Partner       | \$250/hour |
| Concurring Partner       | \$250/hour |
| Engagement Manager       | \$200/hour |
| Senior Auditor/In-Charge | \$175/hour |
| Staff                    | \$125/hour |

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

#### A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$1,000,000 Each Occurrence
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

## C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the Stadium Authority, its governing board, subordinate boards, officers, employees, volunteers and agents.

## D. PROFESSIONAL LIABILITY

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

## E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. The Santa Clara Stadium Authority, its governing board, subordinate boards, officers, employees, volunteers and agents (“Indemnified Parties”) are hereby added as additional insureds in respect to liability arising out of Consultant’s work for the Stadium Authority, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnified Parties may possess, including any self-insurance or self-insured retention they may have. Any other insurance that the Indemnified Parties may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant’s insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to the Stadium Authority at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to the Stadium Authority at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

## F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and the Stadium Authority agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by the Stadium Authority, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to the Stadium Authority for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge the Stadium Authority or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the Stadium Authority. It is not the intent of the Stadium Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the Stadium Authority for payment of premiums or other amounts with respect thereto.
3. The Stadium Authority reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

## G. EVIDENCE OF COVERAGE

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

## H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage, and be delivered to the Stadium



## ATTACHMENT A

The agreed-upon procedures are as follows:

1. We will select 25 revenue transactions from the general ledger for the following categories: (20) ticket sales, (5) sponsorship and suite rentals and agree the amount, customer, date, and description to the detailed deposit and posting to the bank statements
  - a. Agree bank deposit to the posting in the general ledger for each classification.
  - b. Agree Ticketmaster daily sales report for the months May 2018 to January 2019 for the Game, to the total ticket revenue posted in the general ledger.
  - c. Obtain Game Day reconciliation from the turnstile, ticket, bar code report and agree to the Ticketmaster daily sales report.
  - d. For sponsorship/suite rental, obtain list and select five samples. Agree the amount to the copy of the agreement and to the detail of the customer's account for billed and paid amounts.
  - e. For the 25 transactions, recompute the revenue collected and allocated based on the terms and conditions of the agreements and support provided, compare to amount posted in the general ledger.
2. For Game day concession sales, obtain game day concession report for food and beverage sales.
  - a. Agree the report to the invoice from the concessionaire.
  - b. Recompute the revenue share based on the terms of the agreement.
3. For other revenue categories, agree amount per the Committee's Financial Statements to the Committee's adjusted detailed trial balance.
4. We will select 25 non-payroll expenditures from the general ledger and agree the amount, payee, date, classification, and description to the support.
5. Agree the payroll expenditure and support for the Game to the Authority's payroll summary,
  - a. From the Authority's payroll summary, agree amount paid to the timesheets for a sample of employees.
  - b. Recompute amount paid using approved rate of pay.
  - c. Agree the recomputed amount paid to the amount charged for the Game.
6. Obtain a list of any adjustments made to revenue or expenses under the terms of the contract. Obtain the supporting detail for the adjustment. Compare the adjustment made to the supporting documentation for the adjustments and agree amount and date.



## Agenda Report

20-768

Agenda Date: 8/25/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on a Written Petition submitted by Joseph Ducato requesting to make changes to the Sewer Ordinance whereby the City reassumes responsibility for maintenance and/or replacement of the sewer laterals located in the public right-of-way [Council Pillar: Enhance Community Engagement and Transparency]

#### **BACKGROUND**

Council Policy 030 - *Adding an Item on the Agenda* (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

The City Clerk's Office originally received a Written Petition for Council consideration from Mr. Joseph Ducato dated June 29, 2020 (Attachment 2) requesting changes to the City Code Chapter 13.10 - Sewers Article 1 (Section S-5):

*(5) "Sewer lateral" (same as "sewer service lateral") means the sewer connection piping used to convey sewage from a building or facility on a parcel (private or public property) to the City-owned sewer main. Each sewer lateral is owned by the entity that owns the property or facility from which that sewer lateral serves to convey sewage.*

During Council consideration on July 13, 2020, for which Mr. Ducato was not present, it was not clear exactly the nature of Mr. Ducato's request. Council decided not to agendaize Mr. Ducato's petition at that time and directed staff to follow-up with Mr. Ducato, which was done over the next weeks. After working to clarify his request, Mr. Ducato chose to resubmit his Written Petition requesting that the Council add consideration of the action outlined below to a future agenda.

#### **DISCUSSION**

The City Clerk's Office has received a Written Petition for Council consideration from Joseph Ducato dated August 11, 2020 (Attachment 4) requesting (1) changes to the Sewer Ordinance whereby the City reassumes responsibility for maintenance and/or replacement of the sewer laterals located in the public right-of-way and (2) for the City to extend lower laterals to the property line at a depth of 4'-6' below the sidewalk.

#### **FISCAL IMPACT**

There is no fiscal impact associated with considering the request to be placed on a future agenda

---

except for staff time.

### **ENVIRONMENTAL REVIEW**

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

### **PUBLIC CONTACT**

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

### **ALTERNATIVES**

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

### **RECOMMENDATION**

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated June 29, 2020 from Joseph Ducato
3. Email dated July 13, 2020 from Joseph Ducato
4. Written Petition dated August 11, 2020 from Joseph Ducato



## **ADDING AN ITEM ON THE AGENDA**

### **PURPOSE**

To establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

### **POLICY**

#### **Members of the City Council:**

1. The Mayor or any individual Council Member may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

#### **Referral from a Council Committee:**

1. Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.
2. Council Committees may bring forward a recommendation to the full City Council by way of the Committee Minutes, which are typically prepared within three weeks following the Committee meeting.

#### **Items Referred During a Council Meeting:**

By Council consensus, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the Council every sixty (60) days as an informational memo.

## ADDING AN ITEM ON THE AGENDA (cont.)

### Written Petitions and Public Presentations:

1. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the "Written Petition" section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a simple majority vote of the Council may add the item to a future Council meeting for action.
2. Any member of the public may address the City Council under the "Public Presentations" section of the agenda. If the presentation includes a request of the Council, the Mayor or a consensus of the City Council may refer the item to the City Manager to be properly agendized at a future meeting, in compliance with The Brown Act.

### **PROCEDURE FOR WRITTEN PETITIONS**

All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office and the Mayor and Council Offices. Alternatively, an email may be submitted to [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov).

Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.

At the meeting where the item is first considered, if a simple majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

2020 JUN 29 PM 12:37



**City of  
Santa Clara**  
The Center of What's Possible

**CITY COUNCIL WRITTEN PETITION**

Date: June 29, 2020

I, Joseph Ducato, hereby request that the following subject be placed on the City of Santa Clara Council and Authorities Concurrent Meeting Agenda:

item S-5 of Art. I of Chapter 13.10 of Title 13 of The Code of the City of Santa Clara. (Rev. 02-03-11)

For more information about this subject, please see below:

The desired action is for the City Council to: ① initiate a revision to above referenced Code item.

② To investigate past actions taken and/or permitted by the city that has resulted in a negative impact on the citizens.

③ Take action to correct the problem.

By submitting this form, I am confirming that I am the requestor herein listed and that the information provided is truthful and correct to the best of my knowledge. I understand that it is important that I attend the meeting in the event there are any questions the Mayor and/or Council wishes to ask me. I also understand that the City may not place my item on the Agenda if it is not verifiable and within the subject matter jurisdiction of the City.

1208 Market St.  
Street Address (Optional)

joerducato@gmail.com  
Email

Santa Clara, CA, 95050  
City Zip

408-482-1866 - C  
Telephone

408-296-6883 - H

NOTE: This is a public document.

07-13-20

 Gmail

ITEM #5  
RTZ # 20-683

CITY OF SANTA CLARA The UPS Store 6844 <upsstore6844@gmail.com>  
WELLS FARGO THE CITY CLERK

2020 JUL 13 AM 11:58

---

**Fwd: Request to place an issue on a future council meeting agenda**

1 message

---

**Joe Ducato** <joerducato@gmail.com>  
To: upsstore6844@gmail.com

Mon, Jul 13, 2020 at 11:41 AM

----- Forwarded message -----

From: **Joe Ducato** <joerducato@gmail.com>  
Date: Mon, Jul 13, 2020, 11:17 AM  
Subject: Request to place an issue on a future council meeting agenda  
To: <NCavarrette@santaclaraca.org>

Thank you for your email of July 10, 2020. I would like to add a comment to my request. My concern is that the city has allowed our sewer ordinance to be modified in such a manner as to place excessive burden on some citizens. If this issue is placed on a council meeting agenda I will request that staff be asked to produce a report on the condition of all lower sewer laterals that connect private residential sewers to our city mains including the service records. This information will be needed for an in depth discussion of the issue.

**POST MEETING MATERIAL**

2020 AUG 11 PM 12:33



**City of  
Santa Clara**  
The Center of What's Possible

**CITY COUNCIL WRITTEN PETITION**

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 8-11-20

I, Joseph Ducato, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose: of requesting:

① Changes to the sewer ordinance where by the city re assumes responsibility for maintenance and/or replacement of sewer laterals located in the public right of way. ② For the city to extend lower laterals to the property line at a depth of 4'-6" below the sidewalk.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: Joseph Ducato

joerducato@gmail.com

ADDRESS: 1288 Market St.  
Street

Santa Clara, Ca 95050  
City Zip Code

TELEPHONE:\* 408-482-1866  
Optional

DATE: 8-11-20

\*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.



## Agenda Report

20-750

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### **SUBJECT**

Consideration of Silicon Valley Power Quarterly Strategic Plan and Update on the Power Outages and Silicon Valley Power's Response [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

#### **BACKGROUND**

On December 4, 2018, Council adopted a Strategic Plan ("Plan") for the City's Electric Utility Department, dba Silicon Valley Power (SVP). SVP is making quarterly updates to Council on the implementation of the Plan in the form of a Power Point Presentation.

SVP is a recognized industry leader with a strong history and reputation of providing excellent customer service. The electric industry is rapidly changing and undergoing a fundamental transformation shifting from a centralized resource grid toward an increasing decentralized electrical grid with distributed renewable energy resources (e.g. wind, solar, hydrogen, and biogas), shifting variability in supply, and greater customer choice.

To maintain our competitive advantage and respond to these changes, the City adopted the Plan to ensure continued growth and actions that support our mission. SVP must focus on offering our customers products and services that are innovative, intuitive and engaging.

#### **DISCUSSION**

Staff has completed or is currently working on over half of the 30 initiatives included in the Strategic Plan. The report to be presented to Council will provide updates on the implementation of the Plan as well as on the current status of the utility and updates on projects and priorities.

#### **ENVIRONMENTAL REVIEW**

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

#### **FISCAL IMPACT**

There is no fiscal impact associated with the approval of the 2018 Strategic Plan. Implementation of certain elements of the Strategic Plan will require funding that will be appropriated through the normal budget process.

#### **COORDINATION**

This report has been coordinated with the City Attorney's Office.

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Note and file the SVP Quarterly Strategic Plan and Update on the Power Outages and Silicon Valley Power's Response.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager



# City of Santa Clara

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

## Agenda Report

---

20-719

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### SUBJECT

Update on City Council and Stadium Authority Staff Referrals [Council Pillar: Enhance Community Engagement and Transparency]

#### BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the “City Manager/Executive Director Report” section of the Council Agenda. Reports will include both open and closed referrals.



**City of  
Santa Clara**  
The Center of What's Possible

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 8/20/20



|     | Date Assigned | Source          | Referral Description  | Assigned Department                    | Projected Completion      | Completed |
|-----|---------------|-----------------|---|--|---------------------------|-----------|
| 1.  | 8/18/20       | Council Meeting | Staff to send a letter to State of California regarding the relocation of the Courthouse (include in upcoming agenda as an informational memo)  | City Manager/<br>Community Development | TBD                       |           |
| 2.  | 8/18/20       | Council Meeting | Staff to return on 10/13/20 with options regarding Worker Retention Ordinance in relation to the Pandemic   | City Manager/<br>City Attorney         | 10/13/20                  |           |
| 3.  | 7/14/20       | Council Meeting | Garbage Rates – explore long-term rate assistance programs for solid waste  | Public Works                           | Jan/Feb 2021              |           |
| 4.  | 7/14/20       | Council Meeting | Return after Council break with an informational update on the progress of the implementation of the Tasman East Specific Plan.   | Community Development                  | 8/25/20                   |           |
| 5.  | 4/7/20        | Council Meeting | Pruneridge Ave. Complete Streets Plan Project – Council voted to postpone awarding the contract and requested staff bring it back to Council when there was more certainty about public outreach efforts in relation to COVID-19 shelter in place order   | Public Works                           | TBD                       |           |
| 6.  | 1/28/20       | Council Meeting | Respond via City Manager's Biweekly Report when information on alternate leasing plan for department stores at Related Santa Clara Project will return to Council   | City Manager                           | December 2020             |           |
| 7.  | 1/28/20       | Council Meeting | VTA Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)  | City Manager/<br>Public Works          | TBD                       |           |
| 8.  | 11/12/19      | Council Meeting | Provide update on the International Association of Science Parks (IASP) Conference in 2021 to the Economic Development, Communications and Marketing Committee  | City Manager                           | TBD                       |           |
| 9.  | 10/29/19      | Council Meeting | Provide options for the \$750,000 commitment from Levy for community enrichment   | City Manager                           | Fall 2020                 |           |
| 10. | 9/24/19       | Council Meeting | Staff to review the potential for rebates for the purchase of electric bicycles   | SVP                                    | Fall 2020                 |           |
| 11. | 9/24/19       | Council Meeting | Staff to review the Ordinance and enforcement of illegal street food vendors  | Police                                 | October/<br>November 2020 |           |
| 12. | 8/27/19       | Council Meeting | Agendize Korea Town designation for a future Council meeting and return with information about outreach and what Sunnyvale is doing on El Camino Real   | City Manager                           | November 2020             |           |
| 13. | 7/9/19        | Council Meeting | Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts.  | Parks & Rec                            | Fall 2020                 |           |
| 14. | 7/9/19        | Council Meeting | Update on age-friendly activities per commission annual Work Plan   | Parks & Rec                            | Summer 2020               |           |
| 15. | 6/4/19        | Council Meeting | Regarding bicycle and scooter share devices: staff to bring back final plan for Council approval – Council asked staff to further look into items such as outreach events, insurance, speed monitoring, data, fee structure and drop-off locations (Per the City Attorney's Office this item was placed on hold – pending the outcome of other public entities' litigation) | Public Works                           | TBD                       |           |



**City of  
Santa Clara**  
The Center of What's Possible

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 8/20/20



|     | Date Assigned | Source          | Referral Description   | Assigned Department           | Projected Completion | Completed |
|-----|---------------|-----------------|--|-------------------------------|----------------------|-----------|
| 16. | 4/30/19       | Council Meeting | Number of public transit riders for large stadium events   | 49ers Stadium Manager         | TBD                  |           |
| 17. | 4/30/19       | Council Meeting | Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads | 49ers Stadium Manager         | TBD                  |           |
| 18. | 11/27/18      | Council Meeting | TID: Reconciliation of reserve fund; disclosure of legal fees as determined by the performance auditor; and develop a subsidy policy   | City Manager                  | Fall 2020            |           |
| 19. | 10/9/18       | Council Meeting | Dedicate Jerry Marsalli Community Center at grand opening of the facility  | Parks & Rec                   | TBD                  |           |
| 20. | 10/2/18       | Council Meeting | Amend sign ordinance to prohibit signs on public property  | Parks & Rec/<br>City Attorney | Summer 2020          |           |
| 21. | 3/13/18       | Council Meeting | Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor  | Finance                       | Winter 2020          |           |



**City of  
Santa Clara**  
The Center of What's Possible

**COMPLETED 2020**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
Updated 8/14/20



|     | Date Assigned | Source          | Referral Description   | Assigned Department          | Projected Completion | Completed | Resolution  |
|-----|---------------|-----------------|--|------------------------------|----------------------|-----------|---|
| 1.  | 6/23/20       | Council Meeting | Study Session on November 2020 Ballot Measures – return to Council on 7/14/20 with ballot language for TOT   | City Manager                 | 7/14/20              | 7/14/20   | Reported at Council Meeting   |
| 2.  | 6/23/20       | Council Meeting | Create an Ad Hoc Committee on Human Rights/Racial Inequalities in Santa Clara  | City Manager                 | 7/14/20              | 7/14/20   | Reported at Council Meeting   |
| 3.  | 6/23/20       | Council Meeting | Solid Waste Rate Increase – return on 7/14/20 with a report on rates and review options for rate assistance  | Public Works                 | 7/14/20              | 7/14/20   | Reported at Council Meeting   |
| 4.  | 1/28/20       | Council Meeting | Return in March with a Resolution in support of 2020 Census (due to the impact of COVID-19 the U.S. Census has been extended through 10/31/20)   | City Manager                 | 7/14/20              | 7/13/20   | Reported at Council Meeting   |
| 5.  | 2/11/20       | Council Meeting | Written Petition Received from Alan Todd Bevis Regarding Traffic Calming on Briarwood; Council requested staff to bring this item back to Council  | Public Works                 | 7/7/20               | 7/7/20    | Reported at Council Meeting   |
| 6.  | 10/22/19      | Council Meeting | Staff to return with budget appropriations in the budget cycle to improve the gazebo area at Mission Branch Library  | Finance                      | 6/23/20              | 6/23/20   | Reported at Council Meeting   |
| 7.  | 7/10/18       | Council Meeting | Annual update on PD community engagement efforts   | Police                       | 6/23/20              | 6/23/20   | Reported at Council Meeting   |
| 8.  | 6/9/20        | Council Meeting | City Code requirements related to outdoor dining – review permit application processes to streamline review and approval process   | Community Development        | TBD                  | 6/16/20   | Email sent to Council from City Manager on 6/16/20  |
| 9.  | 6/9/20        | Council Meeting | Santa Clara Convention Center 3rd Quarter Report – why are audiovisual expenses higher than expected? Are the food expenses high due to providing food for the Senior Food Distribution and/or School Lunches? (Respond via email or Council Informational Memo) | City Manager                 | 6/9/20               | 6/9/20    | Email response sent to Council on 6/9/20 (via Council question/response process); also posted on website with agenda packet |
| 10. | 4/28/20       | Council Meeting | Invite Supervisor Susan Ellenberg to provide a COVID-19 update at the 5/12 City Council Meeting  | City Manager                 | 6/9/20               | 6/9/20    | Reported at Council Meeting   |
| 11. | 12/17/19      | Council Meeting | Initiate discussions with Santa Clara Unified School District regarding Healthier Kids Foundation services (staff met with SCUSD on 2/5/20 to initiate discussions; will return to Council in June with a transition plan)                                       | Parks & Rec/<br>City Manager | 5/26/20              | 5/26/20   | Reported at Council Meeting   |



**City of  
Santa Clara**  
The Center of What's Possible

**COMPLETED 2020**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
Updated 8/14/20



|     | Date Assigned | Source            | Referral Description  | Assigned Department                     | Projected Completion | Completed | Resolution   |
|-----|---------------|-------------------|---|---|----------------------|-----------|--|
| 12. | 4/7/20        | Council Meeting   | Legislative Advocacy Positions - staff to return with information regarding the City's position on: Redistricting after census, public records and campaign reform (Council to provide questions in advance)  | City Manager                            | TBD                  | 5/26/20   | Per City Manager, no questions from Council        |
| 13. | 4/28/20       | Council Meeting   | Nonprofits may apply for the City's Small Business Assistance Grant and business license simultaneously   | City Manager                            | 5/12/20              | 5/12/20   | Reported at Council Meeting                        |
| 14. | 10/8/19       | Council Meeting   | Staff to review the expenditure limits for November 2020 – to designate appropriately the expenditure limit for Districts vs. At-Large seats  | City Clerk/City Manager                 | Spring 2020          | 5/12/20   | Reported at Council Meeting                        |
| 15. | 2/11/20       | Council Meeting   | Update and Direction on Commercial Cannabis-Related Items – staff to return with an Ordinance to ban commercial cannabis  | City Manager/<br>City Attorney          | 4/28/20              | 4/28/20   | Reported at Council Meeting                        |
| 16. | 10/29/19      | Council Meeting   | Regarding GIS system, provide biannual updates via the City Manager/Executive Director Report at Council meeting  | IT                                      | Spring 2020          | 4/28/20   | Reported at Council Meeting                        |
| 17. | 12/10/19      | Council Meeting   | Add labor peace provision to GreenWaste Agreement   | Public Works                            | Spring 2020          | 4/16/20   | Email sent to Council on 4/16/20 re: labor peace   |
| 18. | 2/11/20       | Council Meeting   | Discussion and Direction on the Santa Clara Tourism Improvement District (TID) Assessment Formula and Transient Occupancy Tax – staff to return with a district management plan reflecting a 1.5% TID assessment with option to increase to 2% as more info about alternate funding is received | City Manager/<br>Finance                | May 2020             | 4/8/20    | Reported at Council Meeting                        |
| 19. | 3/17/20       | Council Meeting   | Staff to review/return with options for temporary moratorium on evictions for renters as well as information to landlords on evictions during the COVID-19 emergency  | Community Development/<br>City Attorney | 3/24/20              | 4/7/20    | Reported at Council Meeting                        |
| 20. | 11/19/19      | Council Meeting   | Exclusive Negotiations Agreement with Republic Metropolitan LLC for the site located at 500 Benton Street – return to Council in 120 days with a term sheet, a drinking well study and discussion on the preservation of historical railroad property   | City Manager                            | 3/31/20              | 4/7/20    | Reported at Council Meeting                        |
| 21. | 3/5/20        | Stadium Authority | Stadium Budget – City Attorney to return with legal opinion regarding options on approving the Stadium Budget   | City Attorney                           | March 2020           | 3/24/20   | Reported at Council Meeting                        |
| 22. | 3/17/20       | Council Meeting   | Review food options for at-risk children and families   | City Manager                            | TBD                  | 3/19/20   | Email sent to Council from City Manager on 3/19/20 |



**City of  
Santa Clara**  
The Center of What's Possible

**COMPLETED 2020**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
Updated 8/14/20



|     | Date Assigned | Source                           | Referral Description   | Assigned Department            | Projected Completion | Completed | Resolution  |
|-----|---------------|----------------------------------|--|--------------------------------|----------------------|-----------|---|
| 23. | 4/9/19        | Council Meeting                  | Street Racing and Sideshows: take steps to make the 2004 ordinance operative and increase enforcement within existing resources  | Police                         | 2/25/20              | 2/25/20   | Reported at Council Meeting   |
| 24. | 1/31/20       | Council Priority Setting Session | Public Works to prepare a letter for Mayor to send to Chappie Jones (a positive letter requesting San Jose to keep the City informed if they have specifics on an Innovation Zone project for Santa Clara to consider that does not impact residents)  | Public Works                   | TBD                  | 2/12/20   | Staff prepared letter for Mayor's signature; signed letter mailed on 2/12/20            |
| 25. | 12/3/19       | Council Meeting                  | Council Policy 030 – Adding an Item on the Agenda – return to Council with amended policy replacing the word consensus with Council action   | City Attorney/<br>City Manager | 2/11/20              | 2/11/20   | Reported at Council Meeting   |
| 26. | 11/12/19      | Council Meeting                  | Provide a comparison of the district assessment/TOT with other cities – are there other cities that also have the same type of district assessment? What are the Pros and Cons of the TID assessment change taking into consideration overall TOT? How do the TID Hotels feel about an increase in TOT (potentially 3%)  | City Manager                   | 2/11/20              | 2/11/20   | Reported at Council Meeting   |
| 27. | 11/12/19      | Council Meeting                  | Destination Marketing Organization – Report back to Council in 90 days regarding CEO search; include detailed timeline for hiring of CEO   | City Manager                   | 2/11/20              | 2/11/20   | Reported at Council Meeting   |
| 28. | 11/5/19       | Council Meeting                  | Schedule a Study Session regarding the pros and cons of General Obligation (GO) bonds and parcel tax   | Finance                        | 2/11/20              | 2/11/20   | Reported at Council Meeting   |
| 29. | 4/25/19       | Council Meeting                  | City Clerk Haggag to work with City Attorney's Office on next steps for enforcing the Dark Money Ordinance and the Lobbyist Ordinance  | City Attorney/<br>City Clerk   | 2/10/20              | 2/10/20   |   |
| 30. | 1/14/20       | Council Meeting                  | Michael Fisher spoke during Public Comment about a small development project he undertook at his residence on Civic Center Drive. He had complaints about the process and the requirements that were placed on the project. (Assistant City Manager Manuel Pineda and Public Works Director Craig Mobeck met with Mr. Fisher on 1/24/20; City Manager provided a verbal report at the 1/28/20 Council Meeting; Assistant City Manager Manuel Pineda will follow up with a letter to Mr. Fisher.) | City Manager/<br>Public Works  | February 2020        | 2/4/20    | 2/4/20 a letter was sent to Mr. Fisher; he continues to correspond with staff via email |
| 31. | 6/4/19        | Council Meeting                  | Councilmember O'Neill to provide more clarity on Innovation Zone referral (on 11/19/19 Council deferred this item to the January Council Priorities and Goal Setting Sessions).  | City Manager                   | 1/30 – 1/31/20       | 1/31/20   | Discussed at Council Priority Setting Session   |



**City of  
Santa Clara**  
The Center of What's Possible

**COMPLETED 2020**  
**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS**  
**FOR FOLLOW-UP/ACTION**  
Updated 8/14/20



|     | Date Assigned | Source   | Referral Description  | Assigned Department                     | Projected Completion | Completed | Resolution  |
|-----|---------------|--|---|---|----------------------|-----------|---|
| 32. | 1/14/20       | Council Meeting  | Communications Consultant Agreements – Staff to add language to agreements to have agreements reviewed annually   | City Manager                            | TBD                  | 1/29/20   | Language has been added to agreements re: annual review   |
| 33. | 1/14/20       | Council Meeting  | Architectural Review Ordinance – Continued to add new language to Ordinance for certain projects that would trigger Public Hearing  | City Attorney/<br>Community Development | 1/28/20              | 1/28/20   | Reported at Council Meeting   |
| 34. | 7/9/19        | Economic Development, Communications and Marketing Committee | Procure additional resources to support communications and marketing of local activities to enhance community's awareness of municipal services and activities  | City Manager                            | January 2020         | 1/14/20   | Reported at Council Meeting   |
| 35. | 12/10/19      | Council Meeting  | False Alarm Ordinance – Continue item to 1/14/20 for staff to conduct broader public outreach and gather public input   | Police/<br>City Attorney                | 1/14/20              | 1/14/20   | Reported at Council Meeting   |
| 36. | 12/10/19      | Council Meeting  | False Alarm Ordinance – Police Department to follow up with resident regarding financial assistance for fees  | Police                                  | 1/14/20              | 1/14/20   | Reported at Council Meeting   |
| 37. | 12/17/19      | Council Meeting  | Community Room Study Session – Continue item to 1/14/20 and return with responses to Suds Jain's questions regarding reservation process, rates for facilities at Oracle and houses across the street behind Triton, and provide a master list of facilities and who to contact for reservation | Parks & Rec/<br>City Manager            | 1/14/20              | 1/14/20   | Reported at Council Meeting   |
| 38. | 9/18/19       | Economic Development, Communications and Marketing Committee | The Committee referred for Council consideration a request to the City Council to terminate the billboard agreement with All Vison, LLC (staff in process of analyzing further)   | City Manager                            | January 2020         | 1/9/20    | Letter sent from City Manager to All Vision on 1/9/20; Memo to Council from City Attorney on 1/9/20 |



# City of Santa Clara

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

## Agenda Report

---

20-778

Agenda Date: 8/25/2020

---

### REPORT TO COUNCIL

#### SUBJECT

Tentative Meeting Agenda Calendar (TMAC) [Council Pillar: Enhance Community Engagement and Transparency]

#### BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



# City of Santa Clara

## Tentative Meeting Agenda Calendar

---

### **Tuesday, September 1, 2020 Council and Authorities Concurrent Meeting**

#### **Special Order of business**

- 20-700** Proclamation of September 2020 as Community Preparedness Month
- 20-739** Recognition of Outstanding Community Service by Water Spring (Local Business)

#### **Public Hearing/General Business**

- 20-697** Direction to City Manager Regarding Rent Reduction Requests on City-Owned Properties
- 20-496** Update on the Small Business Assistance Grant Program and Discussion on Potential Allocation of \$1.59 Million in CARES Act Funds (referred by EDCM)
- 20-496** Action on an Urgency Ordinance Establishing a Temporary Limit on Third-Party Food Delivery Service Fees

### **Tuesday, September 29, 2020 Council and Authorities Concurrent Meeting**

*Items on this date may be moved for even agenda planning purposes*

#### **Special Order of Business**

- 20-785** Neighborhood Watch Program

#### **Public Hearing/General Business**

#### **Budget Related Items**

- A. 20-674** Action on FY 2019/20 Budget Year-end Report and Approve the Related Budget Amendments
- B. 20-704** FY 2020/21 Budget Rebalancing Actions to Address COVID-19 Pandemic Impacts
- 20-681** **Public Hearing:** Action on Early Consideration of a General Plan Amendment from Low Intensity Office to High Intensity Office for the 10.14-acre site located at 2901 Tasman Drive and General Plan Text Amendment to add a policy to allow

a Floor Area Ratio up to 2.5 for High Intensity Office sites within half a mile of a light rail station

- 20-787**      **Public Hearing:** Action on Approving the Findings from the Tasman East Specific Plan Area Infrastructure Impact Fee Nexus Study, Setting the Rates for the Infrastructure Impact Fee, and Action on the Introduction of an Ordinance Making Corresponding Revisions to the Santa Clara City Code Section
- 20-694**      **Public Hearing:** Action on a Resolution Amending Rates for Third Party Communications Attachments to Utility Poles Owned by the City
- 20-744**      **Public Hearing:** Actions on Amendments to the Tasman East Specific Plan to replace a proposed street extension for Calle Del Sol with a pedestrian and bicycle paseo, allow for alternate methods of trip reduction, and correct a clerical error in the Plan regarding the affordable housing requirement and an error regarding permissible density ranges; and to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of mixed use buildings
- 20-705**      Early Consideration of Proposed General Plan Amendment Application for the Project located at 500 Benton Street [APN's 230-08-061 (Santa Clara Valley Transportation Authority) and 230-08-078 City]
- 20-496**      Santana West Development Project Settlement Agreement Funds (Referred by EDCM)

**Tuesday, October 13, 2020 Council and Authorities Concurrent and Special Stadium Authority Meeting**

**Public Hearing/General Business**

- 20-792**      Action on the Introduction of an Ordinance Amending Chapter 10.05 of the City Code ("Motor Vehicle and Traffic Regulations") to Address Assembly Bill 503
- 20-496**      Worker Retention Ordinance Discussion

**Stadium Authority Items**

- 20-724**      Action on the Audited Santa Clara Stadium Authority Fiscal Year 2019-20 Annual Financial Statements
- 20-725**      Action on the Stadium Authority Financial Status Report for the Quarter and Fiscal Year Ending March 31, 2020

**Tuesday, October 27, 2020 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**20-496** Action on the City's Updated Conflict of Interest

**Tuesday, November 10, 2020 Council and Authorities Concurrent Meeting**

**Special Order of Business**

**20-740** Sikh Awareness and Appreciation Month

**Public Hearing/General Business**

**20-496** Agenda Items Pending – To Be Scheduled

**Tuesday, November 17, 2020 Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**20-496** Adopt a Resolution of Intent to Incur Debt

**20-82** Action on Petition to Place an Item on Council Agenda to Proclaim Section of El Camino Real as Korea Town

**Stadium Authority Items**

**20-756** Action on the Santa Clara Stadium Authority Financial Report for Quarters Ending June 30, 2020 and September 30, 2020 and Related Budget Amendments

**Tuesday, December 8, 2020 Council and Authorities Concurrent Meeting**

**Special Order of Business**

**20-716** Adopt a Resolution Declaring the Results of the Canvass of Returns of the Consolidated Municipal Election held on November 3, 2020 with the Presidential General Election

**20-717** Administration of the Oath of Office to the newly Elected Officers for Council District 1, 4, 5 and 6, Chief of Police and City Clerk

**Public Hearing/General Business**

**20-496** Agenda Items Pending – To Be Scheduled

## **Tuesday, December 15, 2020 Council and Authorities Concurrent Meeting**

### **Study Session**

**20-188** Update on El Camino Real Specific Plan

### **Public Hearing/General Business**

**20-496** Agenda Items Pending – To Be Scheduled

### **AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE**

- 20-496** Action to Authorize the City Manager to enter into an agreement to conduct an organizational assessment of information technology services
- 20-496** Action to Authorize the City Manager to enter into an agreement to exceed \$200,000 to conduct a review and update of the City's Administrative Policies
- 20-1335** Action on the Central Park Master Plan Update and Introduction of an Ordinance in accordance with City Charter section 714.1
- 20-496** Comprehensive Signage Program
- 20-496** CFD Petition
- 20-496** Park rules update ordinance- two readings [signs]
- 20-1216** Joint Dinner Meeting with Planning Commission
- 20-1311** Joint Dinner Meeting with Parks and Recreation Commission
- 20-338** Recognition of the Santa Clara Women's League donation of \$15,000 to support the Senior Center Health & Wellness Case Management Program and the "Be Strong, Live Long" Health & Wellness Fair
- 20-187** Update on the Downtown Precise Plan