



# City of Santa Clara

## Meeting Agenda

### Council and Authorities Concurrent Meeting

**Tuesday, November 10, 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:

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

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833

- Via the City's eComment (now available during the meeting)

- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

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

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.

#### **3:30 PM COUNCIL MEETING**

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

#### **Roll Call**

#### **CLOSED SESSION**

#### **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)**

- 20-1158** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)  
[Pursuant to Gov't Code § 54956.9\(d\)\(1\)](#)  
[NCPA, et al. v. the United States, U.S. Court of Federal Claims,](#)  
[Case No. 14-817C](#)
- 20-1159** [Conference with Real Property Negotiators \(CC\)](#)  
[Pursuant to Gov. Code § 54956.8](#)  
[Property: 2908 Lafayette Street, APN: 224-08-109](#)  
[City/Authority Negotiator: Deanna J. Santana, City](#)  
[Manager/Executive Director \(or designee\)](#)  
[Negotiating Parties: Dollinger Lafayette Associates](#)  
[Under Negotiation: Purchase/Sale/Exchange/Lease of Real](#)  
[Property \(provisions, price and terms of payment\)](#)

**4:30 PM COUNCIL REGULAR MEETING**

*Regular Meeting to Reconvene at 4:30 PM or shortly thereafter*

**Pledge of Allegiance and Statement of Values**

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

**CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS**

**SPECIAL ORDER OF BUSINESS**

- 1.A 20-740** [Proclaim November 2020 as Sikh Awareness and Appreciation Month](#)
- 1.B 20-1128** [Recognize Sewa International for Outstanding Community Service](#)
- 1.C 20-1102** [Recognize Santa Clara Community Coalition for Outstanding Community Service](#)
- 1.D 20-1077** [Verbal Report from City Manager regarding COVID-19 Pandemic](#)
- 1.E 20-1072** [Presentation by the Santa Clara Valley Transportation Authority \(VTA\) on the Proposed 2021 Transit Service Plan](#)



## **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 20-1140** [Approve the Special City Council & Stadium Authority, Council and Authorities Concurrent and Special Stadium Authority Meeting, and Council and Authorities Concurrent Meeting](#)

**Recommendation:** Approve the meeting minutes of:  
September 28, 2020 - Special City Council &  
Stadium Authority Meeting  
September 29, 2020 - Council and Authorities  
Concurrent Meeting & Special Stadium Authority  
Meeting

**2.B 20-21** [Board, Commissions and Committee Minutes](#)

**Recommendation:** Note and file the Minutes of:  
  
Senior Advisory Commission - September 28, 2020  
Planning Commission - June 10, 2020  
Cultural Commission - October 5, 2020  
Downtown Community Task Force - September 24,  
2020

**2.C     20-714     [Action on Agreements with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System](#)**

**Recommendation:** 1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System to extend the term of the agreement through December 31, 2023, with no change to the maximum compensation of \$276,648;

2. Authorize the City Manager to negotiate and execute future amendments to the agreement with N. Harris Computer Corporation for additional work related to the SEW project and change of banking services and extend the term, if required, to complete the additional work and subject to the appropriation of funds; and

3. Authorize the City Manager to negotiate and execute a new support and maintenance agreement with N. Harris Computer Corporation to memorialize the software products and configurations that are licensed to the City with maximum compensation amount not-to-exceed \$171,595 for FY2020/21; negotiate and execute future amendments consistent with additions and deletions of software products and configurations licensed to the City; and execute one-year options to renew the maintenance and support agreement, subject to the appropriation funds.

**2.D     20-964     [Action on Bills and Claims Report \(CC\) for the period October 3rd, 2020 - October 16th, 2020](#)**

**Recommendation:** Approve the list of Bills and Claims for October 3, 2020 - October 16, 2020.

**2.E     20-886     [Action on a Resolution of the City Council of the City of Santa Clara Authorizing City Staff to Deposit and Withdraw City Funds in the State's Local Agency Investment Fund](#)**

**Recommendation:** Adopt a resolution granting the authority to the City Manager, City Auditor, Director of Finance, and Assistant Director of Finance to invest and withdraw City funds in the State of California's Local Agency Investment Fund (LAIF).

**2.F      20-900      [Action on Approval of a Tentative Parcel Map for 5407 and 5409 Stevens Creek 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 5407 and 5409 Stevens Creek Boulevard.

**2.G      20-909      [Approval of Silicon Valley Power's Energy Storage Procurement Plan to Re-Evaluate Energy Storage as an Element of the Electric Utility Power Supply Plans in Compliance with California Assembly Bill 2514](#)**

**Recommendation:** Approve and adopt Silicon Valley Power's Energy Storage Procurement Plan to re-evaluate energy storage as an Element of Electric Utility Power Supply Plans in Compliance with California Assembly Bill 2514.

**2.H      20-919      [Public Hearing: Action on a Tentative Parcel Map for 2250 Lawson Lane](#)**

**Recommendation:** Alternative 1:  
Adopt a resolution to approve the Tentative Parcel Map to create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.

**2.I      20-921      [Action on Amendment No. 1 to the Agreement with Global Spectrum, LP, dba Spectra Venue Management for the Management and Operation of the Santa Clara Convention Center Modifying the Timing of Capital Investments](#)**

**Recommendation:** Authorize the City Manager to execute Amendment No. 1 to the Agreement with Global Spectrum, LP, dba, Spectra Venue Management for the Management and Operation of the Santa Clara Convention Center modifying the timing of capital investments and providing authority the City Manager to make minor or administrative amendments.

**2.J      20-929      [Action on Resolution Approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project](#)**

- Recommendation:**
1. Adopt the Resolution approving the purchases of overhead electric easements at 2365 Lafayette Street [APN 224-40-010], and 2265 Lafayette Street [APN 224-03-080]; and
  2. Authorize the recordation thereof.

**2.K      20-930      [Public Hearing: Action on the Termination of a Covenant Agreement for the Properties Located at 1560 and 1582 Jackson Street that Restrict Development](#)**

- Recommendation:**
- Alternative1: Authorize the City Manager to terminate the Covenant Agreement for the Properties located at 1560 and 1582 Jackson Street.

**2.L      20-879      [Action on an Agreement for Services with Energy & Resource Solutions, Inc. for Commercial and Industrial Energy Audit and Rebate Management Services](#)**

- Recommendation:**
1. Authorize the City Manager to execute an Agreement with Energy and Resource Solutions, Inc. for commercial and industrial energy audit and rebate management services, for an initial term starting on or about December 1, 2020 and ending on June 30, 2022 for total maximum amount not-to-exceed \$1,691,700, subject to the annual appropriation of funds;
  2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending June 30, 2027 assuming all options are exercised, subject to the annual appropriation of funds; and
  3. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor and approval by the City, subject to the appropriation of funds.

**2.M 20-1010** [Action on Funding Request from Santa Clara Firefighter's Foundation for 2020 Virtual Firehouse Run](#)

**Recommendation:** Approve and authorize the City Manager to fund 2020 Virtual Firehouse Run in the amount of \$10,000 through the community grants program.

**2.N 20-757** [Action on the 2019 Power Source Disclosure Reports and Power Content Label](#)

**Recommendation:** Adopt a Resolution approving the attestations of the veracity of the 2019 Power Source Disclosure Reports and the Power Content Label for submission to the California Energy Commission.

**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. 20-770** [Action on 2020 Q3 Legislative Update](#)

**Recommendation:** Note and file the 2020 Q3 Legislative Update.

**4. 20-1138** [Action on Emergency Ordinance to Add Chapter 9.70 to enact COVID-19 Worker Recall Protections for Building Service, Food Service and Hotel Service Workers](#)

**Recommendation:** Alternative 1:  
Adopt the Emergency Ordinance to add Worker Recall Protections.

5.      20-1133    [Action on a Proposed Cost-Sharing Agreement with the County of Santa Clara to Fund a Countywide Isolation and Quarantine Support Program \(IQSP\)](#)

**Recommendation:** Alternative 2: Council action to delegate authority to the City Manager to negotiate and execute a funding agreement with the County of Santa Clara in an amount not to exceed \$50,500 for a limited IQSP that includes program oversight and coordination, motel rooms for low-income, City of Santa Clara COVID positive individuals (and/or COVID exposed City of Santa Clara residents) and referral to the City's rental assistance program.

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

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

20-882    [Tentative Meeting Agenda Calendar \(TMAC\)](#)

20-1074    [Update on City Council and Stadium Authority Staff Referrals](#)

#### **ADJOURNMENT**

The next regular scheduled meeting is on Tuesday evening, November 17, 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  
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## Agenda Report

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**20-1158**

**Agenda Date: 11/10/2020**

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### **SUBJECT**

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov't Code § 54956.9(d)(1)

*NCPA, et al. v. the United States*, U.S. Court of Federal Claims, Case No. 14-817C





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## Agenda Report

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**20-1159**

**Agenda Date: 11/10/2020**

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### **SUBJECT**

Conference with Real Property Negotiators (CC)

Pursuant to Gov. Code § 54956.8

Property: 2908 Lafayette Street, APN: 224-08-109

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

Negotiating Parties: Dollinger Lafayette Associates

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



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## Agenda Report

20-740

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Proclaim November 2020 as Sikh Awareness and Appreciation Month

#### BACKGROUND

The month of November is celebrated as Sikh Appreciation and Awareness Month in California. Sikhism is the fifth largest religion in the world, with over 25 million Sikhs worldwide. An estimated 250,000 Americans of Sikh origin, comprising nearly 40 percent of the nation's estimated Sikh population, reside in California.

Sikh Americans pursue diverse professions in services such as the United States Armed Forces, agriculture, transportation, medicine, engineering, technology, science, education, energy, and small businesses. Sikh Americans have distinguished themselves by fostering greater respect and understanding among all people through faith and service. The City of Santa Clara places tremendous value on our Sikh neighbors and organizations, who bring rich history, cultural diversity, and significant contributions to the City. The Silicon Valley Gurdwara is a community organization based in Santa Clara.

#### DISCUSSION

As a Special Order of Business on November 10, 2020, the City Council will proclaim the month of November as Sikh Appreciation and Awareness Month and will present a proclamation to representatives from the Silicon Valley Gurdwara.

#### ENVIRONMENTAL REVIEW

This is an information report only and no action is being taken by the City Council; no environmental review under the California Environmental Quality Act ("CEQA") is required

#### FISCAL IMPACT

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

#### PUBLIC CONTACT

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

Approved by: Deanna Santana, City Manager



## Agenda Report

20-1128

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Recognize Sewa International for Outstanding Community Service

#### **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. The California Department of Public Health reported that COVID-19 has infected over 926,000 people in California, resulting in over 17,600 fatalities (data as of October 31, 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**

In response to the COVID-19 pandemic, Sewa International has dedicated tremendous resources and volunteer time to the community, through weekly food distribution events and donation of gift cards to local families who have faced loss of income due to the pandemic.

At the November 10, 2020 City Council meeting, the City Council will recognize and thank Sewa International for outstanding service to the community.

#### **ENVIRONMENTAL REVIEW**

This is an information report only and no action is being taken by the City Council; no environmental review under the California Environmental Quality Act ("CEQA") is required.

#### **FISCAL IMPACT**

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

#### **PUBLIC CONTACT**

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

Approved by: Deanna J. Santana, City Manager



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## Agenda Report

20-1102

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Recognize Santa Clara Community Coalition for Outstanding Community Service

#### **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. The California Department of Public Health reported that COVID-19 has infected over 926,000 people in California, resulting in over 17,600 fatalities (data as of October 31, 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**

In response to the COVID-19 pandemic, the Santa Clara Community Coalition, a local organization, has dedicated tremendous resources and volunteer time to providing for community needs in the following areas: (1) face covering distribution; (2) face shield production and delivery; (3) food Distribution through the South Bay Food Pantry; (4) Daily Story Time via Facebook Live; and (5) Delicious Dishes with Kids, an online cooking program.

At the November 10, 2020 City Council meeting, the City Council will recognize and thank the Santa Clara Community Coalition for outstanding service to the community.

#### **ENVIRONMENTAL REVIEW**

This is an information report only and no action is being taken by the City Council; no environmental review under the California Environmental Quality Act ("CEQA") is required.

#### **FISCAL IMPACT**

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

#### **PUBLIC CONTACT**

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

Approved by: Deanna J. Santana, City Manager





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## Agenda Report

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20-1077

Agenda Date: 11/10/2020

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### REPORT TO COUNCIL

#### SUBJECT

Verbal Report from City Manager regarding COVID-19 Pandemic

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency



## Agenda Report

20-1072

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Presentation by the Santa Clara Valley Transportation Authority (VTA) on the Proposed 2021 Transit Service Plan

#### **COUNCIL PILLAR**

Promote and Enhance Economic, Housing and Transportation Development and Enhance Community Engagement and Transparency

#### **BACKGROUND**

The Santa Clara Valley Transportation Authority (VTA) is currently working on the proposed 2021 Transit Service Plan for the Santa Clara Valley. The 2021 Transit Service Plan will mark the VTA's return to a "normal" service network following the emergency COVID-19 transit network that has been in operation since March 2020. Due to impacts from COVID-19 which includes lower sales tax revenues, new travel patterns, and lower ridership, VTA staff have developed three transit service scenarios that reflect a 10-, 20-, and 30-percent reduction in service hours when compared to the pre-COVID baseline network.

#### **DISCUSSION**

Since May 2020, VTA has been preparing for the 2021 Transit Service Plan and below is a timeline for this effort.

- May to August 2020: VTA Staff initiated the service planning process for 2021
- September to October 2020: Community & Committee engagement on VTA Staff proposals, including Title VI service equity analyses and discussion at Board Workshop
- October 2020: VTA Staff will consider plan revisions based on community input
- November 2020: VTA committees consider final plans
- December 2020: VTA Board considers and adopts final plan
- December 2020 to February 2021: VTA Staff conducts implementation activities to begin new service on February 8, 2021

At the November 10, 2020 City Council meeting, VTA will provide Council with an update on the Proposed 2021 Transit Service Plan. VTA has also developed a website for this effort for community information ([www.vta.org/projects/2021-transit-service-plan](http://www.vta.org/projects/2021-transit-service-plan) <<https://www.vta.org/projects/2021-transit-service-plan>>).

#### **ENVIRONMENTAL REVIEW**

This is an information report only and no action is being taken by the City Council; no environmental review under the California Environmental Quality Act ("CEQA") is required.

**FISCAL IMPACT**

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

**COORDINATION**

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

**PUBLIC CONTACT**

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Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager





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## Agenda Report

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20-1140

Agenda Date: 11/10/2020

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve the Special City Council & Stadium Authority, Council and Authorities Concurrent and Special Stadium Authority Meeting, and Council and Authorities Concurrent Meeting

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **RECOMMENDATION**

Approve the meeting minutes of:

September 28, 2020 - Special City Council & Stadium Authority Meeting

September 29, 2020 - Council and Authorities Concurrent Meeting & Special Stadium Authority Meeting



# City of Santa Clara

Draft

## Special Meeting Minutes

### City Council

### Santa Clara Stadium Authority

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09/28/2020

3:30 PM

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

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**Revision\*\*: Removed Item 3 (20-917)**

**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)**

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

- **Via Zoom:**

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

**Meeting ID: 997-0675-9306 or**

- o **Phone: 1(669) 900-6833**

- **Via the City's eComment (now available during the meeting)**

- **Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)**

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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 Mayor calls for a Special Meeting of the City Council of the City of Santa Clara and the Governing Board of the Stadium Authority to commence and convene on September 28, 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 SPECIAL MEETING**

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

**Mayor/Chair Gillmor** called the Special Meeting to order at 3:32 PM.

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

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

**Councilmember/Boardmember Davis** recited the Statement of Values.

#### **Roll Call**

**Present:** 6 - Vice Mayor/Chair Karen Hardy, Council/Boardmember Teresa O'Neill, Council/Boardmember Debi Davis, Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, and Mayor/Chair Lisa M. Gillmor

### **CLOSED SESSION**

1. [20-915](#) Conference with Labor Negotiators (CC)  
Pursuant to Gov. Code § 54957.6  
City representative: Deanna J. Santana, City Manager (or designee)  
Employee Organization(s):  
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171  
Unit #2-Santa Clara Police Officer's Association  
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)  
Unit #4-City of Santa Clara Professional Engineers  
Units #5, 7 & 8-City of Santa Clara Employees Association  
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)  
Unit #9-Miscellaneous Unclassified Management Employees  
Unit #9A-Unclassified Police Management Employees  
Unit #9B-Unclassified Fire Management Employees  
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)
2. [20-916](#) Conference with Legal Counsel-Existing Litigation (SA)  
Pursuant to Gov. Code § 54956.9(d)(1)  
Jesse Scott, on behalf of himself and all others similarly situated v. Santa

Clara Stadium Authority and Legends Sales and Marketing LLC, Santa Clara Superior Court Case No. 20CV368911

**Public Comment**

**None.**

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

**Council/Stadium Authority Board** convened to Closed Session at 3:34 PM and reconvened to Open Session at 5:29 PM.

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

**City Attorney/Counsel Doyle** reported that there was no reportable action from Closed Session.

**PUBLIC PRESENTATIONS**

**None.**

**ADJOURNMENT**

The meeting was adjourned.

**A motion was made by Council/Boardmember Davis, seconded by Council/Boardmember O'Neill, to adjourn the meeting.**

**Aye:** 6 - Vice Mayor/Chair Hardy, Council/Boardmember O'Neill, Council/Boardmember Davis, Council/Boardmember Watanabe, Council/Boardmember Chahal, and Mayor/Chair Gillmor

The next regular scheduled meeting is on Tuesday evening, September 29, 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

Draft

## Meeting Minutes

### Council and Authorities Concurrent Meeting

### Call and Notice of Special Meeting

### Santa Clara Stadium Authority

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09/29/2020

3:30 PM

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

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

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/99706759306>
- Meeting ID: 997-0675-9306 or
- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to [PublicComment@santaclaraca.gov](mailto:PublicComment@santaclaraca.gov)

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

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 Chair calls for a Special Meeting of the the Governing Board of the Stadium Authority to commence and convene on September 29, 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 COUNCIL/STADIUM AUTHORITY MEETING**

#### **Call to Order**

**Mayor/Chair Gillmor** called the meeting to order at 3:51 PM.

## Pledge of Allegiance and Statement of Values

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

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

[20-972](#)

Moment of Silence at the September 29, 2020 City Council Meeting Post Meeting Material

**Mayor/Chair Gillmor** held a moment in silence in memory of **Ruth Bader Ginsburg** (Supreme Court Justice).

## Roll Call

**Present:** 6 - Vice Mayor/Vice Chair Karen Hardy, Council/Boardmember Teresa O'Neill, Council/Boardmember Debi Davis, Council/Boardmember Kathy Watanabe, Council/Boardmember Raj Chahal, and Mayor/Chair Lisa M. Gillmor

## CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

None.

## SPECIAL ORDER OF BUSINESS

- 1.A [20-785](#) Special Order of Business - Neighborhood Watch Program [Council Pillar - Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Chief of Police Nikolai** gave a PowerPoint Presentation.

**Public Speaker(s):** Suds Jain

- 1.B [20-888](#) Recognize City Librarian Hilary Keith for her Service to the City of Santa Clara

**Mayor Gillmor** and **Council** expressed gratitude to **City Librarian Keith** for her years of service to the City of Santa Clara.

- 1.C [20-937](#) Recognize October 3, 2020 as National Day of Korea

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to send the Special Mayoral Recognition to commemorate October 3, 2020 as National Day of Korea to Park Joon-yong Consul General of the Republic of Korea in San Francisco.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 1.E [20-877](#) Verbal Report from City Manager regarding COVID-19 Pandemic [Council Pillar: Enhance Community Engagement and Transparency]

**City Manager Santana** provided the following verbal updates:

- Due to the extreme heat, Cooling Centers were open on September 26 and 27, 2020;
- Played a video on the Santa Clara Responds - Small Business Grants Recipients;
- Have provided 63 grant awards, approximately \$1.75 million in financial grants to small businesses;
- Played a clip of the Mayor at Noon to highlight the activities occurring in the City of Santa Clara; and
- Silicon Valley Power's Communication Outreach receiving awards.

**Chief Emergency Services Officer Schoenthal** provided the following verbal update on the COVID-19 Pandemic.

**Public Speaker(s):** Danielle Holman (eComment)

## **CONSENT CALENDAR**

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve the balance of the Consent Calendar (except Items 2.D, 2.E, 2.H, 2.M, 2.R, 2.T, 2.U, and 2.W).**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

**2.A**     [20-696](#)     Action on Council and Authorities Concurrent Meeting Minutes [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:** Approve the Council and Authorities Concurrent Meeting Minutes of June 23, 2020, July 7, 2020, and July 13, 2020 Special Meeting.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

**2.B**     [20-18](#)     Board, Commissions and Committee Minutes [Council Pillar: Enhance Community Engagement and Transparency]

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

City-School Liaison Committee - August 19, 2020  
Historical and Landmarks Commission - June 4, 2020  
Youth Commission - March 10, 2020  
Parks & Recreation Commission - February 18, 2020  
Economic Development, Communications, and Marketing Committee Minutes - August 19, 2020  
Governance and Ethics Committee Meeting Minutes - February 10, 2020



Board of Library Trustees - March 2, 2020

Board of Library Trustees - March 9, 2020

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.C     [20-754](#)     Action on Bills and Claims Report (CC, SA) for the period August 8th, 2020 - September 4th, 2020 [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:** Approve the list of Bills and Claims for August 8, 2020 - September 4, 2020.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.F     [20-771](#)     Approve City Position on Proposed League of California Cities' 2020 Annual Conference Resolution [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:** Approve an "Oppose" position for the proposed League Annual Conference Resolution of the General Assembly of the League of California Cities calling for an amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities, and authorize the City's voting delegate/alternate to cast a vote consistent with the City Council's adopted position.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.G     [20-318](#)     Action on Designating a Voting Delegate and Alternate for the 2020 League of California Cities Annual Business Meeting [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:** Designate Mayor Lisa M. Gillmor to serve as the voting delegate and Councilmember Kathy Watanabe as the alternate voting delegate to represent the City of Santa Clara at the 2020 League of California Cities Annual Business Meeting.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.I     [20-723](#)     Action on an Agreement with Bellecci & Associates, Inc. for Design Professional Services for the Public Right-of-Way ADA Improvements Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** 1. Approve and authorize the City Manager to execute an agreement with Bellecci & Associates, Inc., for the Public Right-of-Way ADA Improvements (Settlement Agreement) Project in the amount not-to-exceed \$917,534; and

2. Authorize the City Manager to make minor, non-substantive modifications, including time extensions, to the agreement, if needed.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

**2.J**      [20-903](#)

Action on an Agreement for Services with Energy Project Solutions, LLC to Provide In-Line Inspection Services for Gas Pipeline Located in City of Santa Clara [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

- Recommendation:**
1. Authorize the City Manager to execute an Agreement for Services with Energy Project Services, LLC for In-Line Inspection of SVP's twelve-inch gas pipeline, for a term starting on or about October 1, 2020 and ending on June 30, 2021 for a total maximum amount not-to-exceed \$525,000, subject to the annual appropriation of funds; and
  2. Authorize the City Manager to execute amendments to add or delete services consistent with the scope of the agreement subject to request and justification by contractor or consultant and approval by the City, subject to the appropriation of funds.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

**2.K**      [20-607](#)

Action on an Amended and Restated Agreement with ECS Imaging, Inc. for the Purchase, Implementation and Support of the Laserfiche Enterprise Document Management System [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

- Recommendation:**
1. Authorize the City Manager to negotiate and execute the Amended and Restated Agreement with ECS Imaging, Inc. for the Laserfiche Enterprise Document Management System for a term retroactive to May 1, 2020 and ending on April 30, 2023 with a not-to-exceed maximum compensation of \$400,000 for professional services, and execute up to seven (7) additional one-year options to extend the term through April 30, 2030, subject to the appropriation of funds.
  2. Authorize the City Manager to execute purchase orders and/or required order documents with ECS Imaging, Inc. for the purchase of up to 300 additional software licenses and annual software support and maintenance services through April 30, 2030, subject to the appropriation of funds and the terms and conditions of the Restated Agreement with ECS Imaging, Inc.
  3. Authorize the City Manager to negotiate and execute amendments to cover any unanticipated system and/or service requirements as required by the City, subject to the appropriation of funds.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.L     [20-772](#)     Action on Amendment No. 1 to the Professional Services Agreement Between Northern California Power Agency and the Cities of Palo Alto and Santa Clara [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement Between Northern California Power Agency and the Cities of Palo Alto and Santa Clara to extend the existing agreement through December 31, 2020.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.N     [20-781](#)     Action on a Resolution Considering the Information in the Final Environmental Impact Statement Prepared by the Federal Energy Regulatory Commission and Adopting and Certifying the CEQA Supplement Prepared for the Bucks Creek Hydroelectric License [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:**

1. Adopt a Resolution considering the information in the Final Environmental Impact Statement prepared by the Federal Energy Regulatory Commission and certifying and adopting the CEQA Supplement for the Bucks Creek Hydroelectric Project (SCH No. 2019069104) with the "FERC Staff Alternative With Mandatory Conditions" Selected as the Project;
2. Note and file the Notice of Determination for the Bucks Creek CEQA Supplement; and
3. Direct staff to proceed with the relicensing process for the Bucks Creek Hydroelectric Project by forwarding the CEQA supplement to the State Regional Water Quality Control Board for their use in the Clean Water certification process.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 20-8888, considering the Information in the Final Environmental Impact Statement Prepared by the Federal Energy Regulatory Commission and Adopting and Certifying the CEQA Supplement Prepared for the Bucks Creek Hydroelectric License.**

- 2.O     [20-802](#)     Action on Amendment No. 2 to the Agreement with Raimi & Associates, Inc., for preparation of the El Camino Real Specific Plan [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

**Recommendation:** Approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for the Performance of Services with Raimi & Associates, Inc., for preparation of the El Camino Real Specific Plan to extend the term

of the Agreement.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.P**      [20-834](#)      Action on Council and Authorities Concurrent and Stadium Authority Meetings for 2021 [Council Pillar: Ensure Community Engagement and Transparency]

**Recommendation:** Set the 2021 calendar year Council and Authorities Concurrent and Stadium Authority as reflected on the attached calendar.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.Q**      [20-847](#)      Report on Actions Taken During City Council Recess from July 15, 2020 to August 14, 2020 [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** Note and file the Report on Actions Taken During City Council Recess from July 15, 2020 to August 14, 2020.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

- 2.S**      [20-307](#)      Action on a Resolution Ordering the Vacation of the General Purpose Easement at 3215 Victor Street [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** 1. Adopt a Resolution Ordering the Vacation of General Purpose Easement at 3215 Victor Street [APN 101-16-002 (2019-20); SC 19,247]; and  
2. Authorize the recordation of the Resolution.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to adopt Resolution No. 20-8889, ordering the vacation of the General Purpose Easement at 3215 Victor Street.**

- 2.V**      [20-793](#)      Informational Report to Council on the Status and Schedule of the El Camino Real Specific Plan [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

**Recommendation:** Note and file the report on the status of the El Camino Real Specific Plan.

**A motion was made by Councilmember Davis, seconded by Councilmember O'Neill, to approve staff recommendation.**

## **PUBLIC PRESENTATIONS**

**Howard Gribbins** expressed comments of concern regarding non-permitted food vendors by Levi's Stadium.

## **CONSENT ITEMS PULLED FOR DISCUSSION**

- 2.D [20-939](#) Authorize the City Manager to Negotiate and Execute An Agreement with the Salvation Army Silicon Valley for the Distribution of Food Boxes through the End of Calendar Year 2020 [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** It is recommended that the City Council authorize the City Manager, and/or her designee, to negotiate and execute an agreement with the Salvation Army Silicon Valley for the distribution of food through December 31, 2020.

**Councilmember O'Neill** pulled this item to highlight this item for the Community.

**A motion was made by Councilmember O'Neill, seconded by Vice Mayor Hardy, to authorize the City Manager, and/or her designee, to negotiate and execute an agreement with the Salvation Army Silicon Valley for the distribution of food through December 31, 2020.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.E [20-283](#) Action on an Agreement with CSG Consultants, Inc. for Design Professional Services for the Santa Clara School Access Improvements Project [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** 1. Approve and authorize the City Manager to execute an agreement with CSG Consultants, Inc., for the Santa Clara School Access Improvements Project in the amount not-to-exceed \$195,712; and  
2. Authorize the City Manager to make minor, non-substantive modifications, including time extensions, to the agreement, if needed.

**Councilmember O'Neill** pulled this item to highlight for the Community that the City is working with Santa Clara Unified School District.

**A motion was made by Councilmember O'Neill, seconded by Councilmember Watanabe, to (1) approve and authorize the City Manager to execute an agreement with CSG Consultants, Inc., for the Santa Clara School Access Improvements Project in the amount not-to-exceed \$195,712; and (2) authorize the City Manager to make minor, non-substantive modifications, including time extensions, to the agreement, if needed.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.H [20-722](#) Action on Appointment of Youth Commissioners for the FY2020/21 Term [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:** It is recommended that the City Council take the following actions related to

the FY2020/21 Youth Commission: a) reappoint Aarva Gupta, Ahmad Ismail, Jasmine Kelly-Tanti, Adrienne Krivokapic-Zhuo, Colin Lim, Kayla Phan, Kavya Sriram, Smrithi Suresh, Natasha Yen, Amy Zuo as Commission members; b) appoint Khadeejah Khan, Rajvi Khanjan Shroff, Riya Mehta, Palak Parikh, Sarah Zuo as Commission members and c) appoint Kaitlyn Butcher and Mitali Gaidhani as conditional alternates.

**Mayor Gillmor** pulled this item to recognize the appointment of the new Youth Commissioners.

**Youth Commission Staff Liaison Kawada** read into the record the newly appointed Youth Commissioners name.

**A motion was made by Councilmember Davis, seconded by Vice Mayor Hardy, to take the following actions related to the FY2020/21 Youth Commission: a) reappoint Aarva Gupta, Ahmad Ismail, Jasmine Kelly-Tanti, Adrienne Krivokapic-Zhuo, Colin Lim, Kayla Phan, Kavya Sriram, Smrithi Suresh, Natasha Yen, Amy Zuo as Commission members; b) appoint Khadeejah Khan, Rajvi Khanjan Shroff, Riya Mehta, Palak Parikh, Sarah Zuo as Commission members and c) appoint Kaitlyn Butcher and Mitali Gaidhani as conditional alternates.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

**2.M**     [20-774](#)

Action on a Proposed Electric Bicycle Rebate Pilot Program [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure and Sustainability]

**Recommendation:** Authorize the City Manager to launch and make changes to the proposed Electric Bicycle Rebate Pilot Program as necessary, including adjusting rebate amounts, within the overall designated funding amount of \$15,000.

**Councilmember O'Neill** pulled this item to highlight this item for the Community.

**A motion was made by Councilmember O'Neill, seconded by Councilmember Watanabe, to authorize the City Manager to launch and make changes to the proposed Electric Bicycle Rebate Pilot Program as necessary, including adjusting rebate amounts, within the overall designated funding amount of \$15,000.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.R**     [20-890](#)     Action on Referrals from the September 14, 2020 Governance and Ethics Committee Meeting as follows:
- a) Discussion and Possible Action on a Joint Meeting with West Valley-Mission Community College District Board of Trustees;
  - b) City's Early Consideration Policy for General Plan Amendment Applications; and
  - c) Review of Newly Added Planning Commission Policies and Procedures, and Direction Regarding Management of Agenda-Related Requests from Boards and Commissions
- [Council Pillar: Manage Strategically Our Workforce Capacity and Resources]

**Recommendation:** Approve the Governance and Ethics Committee's referrals:

- a) The scheduling of a joint meeting with the West Valley-Mission Community College District Board of Trustees;
- b) The elimination the City's Early Consideration of General Plan Amendments Policy and developing a new policy focused on community outreach and community benefits via the process outlined in this report; and
- c) The approval of an annual review process for Board and Commission workplans that allows City Council to review the proposed workplans at their Priority Setting Session on an annual basis as outlined in this report.

**Public Speaker(s):** Anthony Becker  
Suds Jain  
Harbir Bhatia

**A motion was made by Councilmember O'Neill, seconded by Councilmember Davis, to approve the Governance and Ethics Committee' referrals: (a) The scheduling of a joint meeting with the West Valley-Mission Community College District Board of Trustees; (b) The elimination the City's Early Consideration of General Plan Amendments Policy and developing a new policy focused on community outreach and community benefits via the process outlined in this report; and (c) refer the approval of an annual review process for Board and Commission workplans back to the Governance Committee to clarify the recommendation of aligning Commission workplans with City Council workplans and priorities.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

**Mayor Gillmor** called a recess at 6:12 PM and reconvened the meeting at 6:23 PM.



- 1.D      [20-875](#)      Report from the Mayor and Police Chief on “Commit to Action” Initiative Efforts and Action on Establishing a Community-based Task Force on Diversity, Equity, and Inclusion and Council Appointment of Task Force Members [Not to be Heard Prior to 6:00 PM]

- Recommendation:**
1. Approve the establishment of the Task Force on Diversity, Equity, and Inclusion to support the development of a Santa Clara Plan to address the four (4) components of the “Commit to Action” Initiative to achieve equality for historically disenfranchised communities in our City; and
  2. Appoint Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the HRLC; Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government; and Dianna Zamora-Marroquin, Political/Communications Director at the South Bay AFL-CIO Labor Council, to the Task Force on Diversity, Equity, and Inclusion.

**Mayor Gillmor and Chief of Police Nikolai** gave a PowerPoint Presentation.

**Public Speaker(s):** Anthony Becker  
Public Speaker (1)  
Angel Zamora Garcia  
Darius Brown

**A motion was made by Councilmember Davis, seconded by Councilmember O’Neill, (1) approve the establishment of the Task Force on Diversity, Equity, and Inclusion to support the development of a Santa Clara Plan to address the four (4) components of the “Commit to Action” Initiative to achieve equality for historically disenfranchised communities in our City; and (2) appoint Andrew Knaack, FY2019/20 Chair of the Parks and Recreation Commission; Darius Brown, Member of the HRLC; Neil Datar, Former Chair of Santa Clara University’s Student Senate for Associated Student Government; and Dianna Zamora-Marroquin, Political/Communications Director at the South Bay AFL-CIO Labor Council, to the Task Force on Diversity, Equity, and Inclusion.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O’Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

**Mayor Gillmor** called a recess at 8:10 PM and reconvened the meeting at 8:20 PM.



- 2.T [20-669](#) Action on Award of Contract for the Lick Mill-East River Parkway Crosswalk Improvement Project (CE 19-20-02) [Council Pillar: Deliver and Enhance High Quality Efficient Services and Infrastructure]

**Recommendation:** 1. Award the Public Works Contract for the Lick Mill-East River Parkway Crosswalk Improvement Project (CE 19-20-02) to the lowest responsive and responsible bidder, Golden Bay Construction, Inc. in the amount of \$515,961 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and  
2. Authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or \$51,600, for a total not to exceed amount of \$567,561.

**Councilmember Watanabe** pulled this item for further clarification.

**Director of Public Works Mobeck** addressed Council questions.

**A motion was made by Councilmember Watanabe, seconded by Vice Mayor Hardy, to (1) award the Public Works Contract for the Lick Mill-East River Parkway Crosswalk Improvement Project (CE 19-20-02) to the lowest responsive and responsible bidder, Golden Bay Construction, Inc. in the amount of \$515,961 and authorize the City Manager to execute any and all documents associated with, and necessary for the award, completion, and acceptance of this Project; and (2) authorize the City Manager to execute change orders up to approximately 10 percent of the original contract price, or \$51,600, for a total not to exceed amount of \$567,561.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

- 2.U [20-923](#) Informational Report Regarding City's Eviction Moratorium and AB 3088 - COVID-19 Tenant Relief Act of 2020 [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

**Recommendation:** Note and file the Informational Report regarding the City's Eviction Moratorium Ordinance No. 2015 and AB 3088.

**Councilmember Chahal** pulled this item for further clarification.

**Assistant City Manager Shikada** gave a PowerPoint Presentation.

**Public Speaker(s):** #4907

**A motion was made by Councilmember Chahal, seconded by Vice Mayor Hardy, to note and file the Informational Report regarding the City's Eviction Moratorium Ordinance No. 2015 and AB 3088.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

**2.W**     [20-922](#)     Information on Alternate Leasing Plan for Department Stores at Related Santa Clara Project [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]

**Recommendation:** 1. Provide feedback, if any, on the August 14, 2020 Related Santa Clara letter to be relieved of best effort obligations related to department stores; and  
2. Receive and note and file the letter and the Report to Council.

**Councilmember Davis** pulled this item for further clarification.

**A motion was made by Councilmember Davis, seconded by Councilmember Watanabe, to (1) provide feedback, if any, on the August 14, 2020 Related Santa Clara letter to be relieved of best effort obligations related to department stores; and (2) Receive and note and file the letter and the Report to Council.**

**Aye:** 5 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, and Mayor Gillmor

**Absent:** 1 - Councilmember Chahal

### **PUBLIC HEARING/GENERAL BUSINESS**

**3.**     [20-959](#)     1. Continuance of the hearings for proposed Amendments to the Tasman East Specific Plan (TESP) to modify the TESP land use plan and transportation policies; Amendments to the Transit Neighborhood zoning district; and for the adoption of a Specific Plan Infrastructure Impact Fee, including approval of a Nexus Study, setting rates for the Fee, introduction of an Ordinance Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code, and Establishment of the Tasman East Infrastructure Improvement Fund and Related Budget Actions to November 17, 2020 City Council meeting; [Council Pillar: Promote and Enhance Economic, Housing and Transportation Development]  
2. Direction to staff regarding an override of an ALUC determination of inconsistency

**Recommendation:** Alternatives 1 and 2:  
1. Direct staff to prepare a resolution to override the ALUC determination of inconsistency and continue consideration of the proposed amendment to the Tasman East Specific Plan and amendments to the Transit Neighborhood Zoning District to the November 17, 2020 City

- Council hearing; and
2. Continue consideration of a Resolution Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee, Action on the Introduction of an Ordinance Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code, and Establishment of the Tasman East Infrastructure Improvement Fund and Related Budget Actions to the November 17, 2020 City Council hearing.

**A motion was made by Councilmember O'Neill, seconded by Councilmember Watanabe, to Alternatives 1 and 2: (1) direct staff to prepare a resolution to override the ALUC determination of inconsistency and continue consideration of the proposed amendment to the Tasman East Specific Plan and amendments to the Transit Neighborhood Zoning District to the November 17, 2020 City Council hearing; and (2) continue consideration of a Resolution Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee, Action on the Introduction of an Ordinance Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code, and Establishment of the Tasman East Infrastructure Improvement Fund and Related Budget Actions to the November 17, 2020 City Council hearing.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

#### **4. Actions on FY 2019/20 Year End Report and FY 2020/2021 Budget Balancing Impacts**

**City Manager Santana** noted that the City received information from State and Federal Lobbyist that the House of Representatives will be considering a new Heroes Act which would include funding for local governments. **City Manager Santana** requested that we return with this item at a later time as this may impact City budget.

- A.**      [20-674](#)      Action on FY 2019/20 Budget Year-End Report, Approve the Related Budget Amendments, and Approve a Position Reallocation in the City Attorney's Office [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:** 1. Note and file the FY 2019/20 Budget Year-End Report;  
2. Approve the FY 2019/20 Budget Amendments to address necessary budget ratifications as set forth in Attachment 1 of the Budget Year-End

Report (five affirmative Council votes required for revenue actions only);  
3. Approve the FY 2020/21 Budget Amendments as set forth in Attachment 2 of this report (five affirmative Council votes required for revenue actions only); and  
4. Approve the deletion of 1.0 Executive Assistant and addition of 1.0 Legal Executive Assistant in the City Attorney's Office.

**A motion was made by Vice Mayor Hardy, seconded by Councilmember O'Neill, to approve Item 4A.4: approve the deletion of 1.0 Executive Assistant and addition of 1.0 Legal Executive Assistant in the City Attorney's Office.**

**A motion was made by Vice Mayor Hardy, seconded by Councilmember O'Neill, to continue the 4A.1, 4A.2, 4A.3, and 4B.1, 4B.2, 4B.3 to a future meeting pending new information from possible State and Federal Funding.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

**B.**      [20-704](#)      FY 2020/21 Budget Rebalancing Actions to Address COVID-19 Pandemic Impacts [Council Pillar: Enhance Community Engagement and Transparency]

**Recommendation:**

1. Approve the FY 2020/21 budget amendments detailed in Attachment 1 for all Departments and Offices, except the Mayor and Council and the City Auditor's Office and City Attorney's Office appointees, as recommended by the City Manager;
2. Consider and approve the FY 2020/21 budget amendments detailed in Attachment 2 for the Mayor and Council, the City Auditor's Office, and City Attorney's Office appointees; and
3. Approve an exception to the Budget and Fiscal Policies and allow the Budget Stabilization Reserve to drop below 25% of the Operating Budget expenditures to 15%, or \$42,895,231, for consideration of future use of the Budget Stabilization Reserve for budget balancing purposes.

**A motion was made by Vice Mayor Hardy, seconded by Councilmember O'Neill, to continue the 4A.1, 4A.2, 4A.3, and 4B.1, 4B.2, 4B.3 to a future meeting pending new information from possible State and Federal Funding.**

**Aye:** 6 - Vice Mayor Hardy, Councilmember O'Neill, Councilmember Davis, Councilmember Watanabe, Councilmember Chahal, and Mayor Gillmor

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## **STADIUM AUTHORITY GENERAL BUSINESS ITEM**

5. [20-869](#) Informational Report on Stadium Authority Litigation [Board Pillar: Ensure Compliance with Measure J and Manage Levi's Stadium]

**Recommendation:** Note and File Informational report on Stadium Authority Litigation.

**Stadium Authority Counsel Doyle** gave a PowerPoint Presentation and addressed **Board** questions.

**Public Speaker(s):** Harbir Bhatia

**A motion was made by Boardmember Davis, seconded by Boardmember Watanabe, to (1) note and file Informational Report on Stadium Authority Litigation and (2) direct staff to look into printing cost, distribute the litigation report through all avenues to residents including a utility bill insert, providing a link on the City's website and scan code.**

**Aye:** 6 - Vice Chair Hardy, Boardmember O'Neill, Boardmember Davis, Boardmember Watanabe, Boardmember Chahal, and Chair Gillmor

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

**Councilmember Watanabe** reported on her attendance with **Mayor Gillmor** at the River of Life Church on September 24, 2020 food distribution.

**Councilmember O'Neill** reported on her attendance at the Emergency Task Force on the Unhoused via Zoom coordinated by the County of Santa Clara.

**Vice Mayor Hardy** reported on her attendance at the Bicycle & Pedestrian Advisory Committee meeting, expressed concern about the scheduling conflict with the Neighborhood University Relations Committee being scheduled at 7:00 PM.

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

**City Manager Santana** noted that the Virtual Parade of Champions will be held on October 10, 2020.

[20-836](#) Update on City Council and Stadium Authority Staff Referrals [Council Pillar: Enhance Community Engagement and Transparency]

## **ADJOURNMENT**

The meeting was adjourned at 9:43 PM in memory of **Richard James (Rick) Wittmayer**, (son of founder of Stan's Donut Shop and Long-Term Santa Clara resident), **Linda Jeanne Eserini**, (Long-Term Santa Clara resident and former member of the Santa Clara Sister Cities Association) and **Barbara Kolb**, (Long-Term Santa Clara Resident).

**A motion was made by Councilmember Watanabe, seconded by Councilmember O'Neill, to adjourn the meeting.**

**Aye:** 6 - Vice Mayor/Chair Hardy, Council/Boardmember O'Neill, Council/Boardmember Davis, Council/Boardmember Watanabe, Council/Boardmember Chahal, and Mayor/Chair Gillmor

[20-971](#)

Adjournment of the September 29, 2020 City Council Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday evening, October 13, 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](http://santaclaraca.gov)  
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

## Agenda Report

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20-21

Agenda Date: 11/10/2020

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### REPORT TO COUNCIL

#### SUBJECT

Board, Commissions and Committee Minutes

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### RECOMMENDATION

Note and file the Minutes of:

Senior Advisory Commission - September 28, 2020

Planning Commission - June 10, 2020

Cultural Commission - October 5, 2020

Downtown Community Task Force - September 24, 2020



# City of Santa Clara

## Meeting Minutes

### Senior Advisory Commission

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09/28/2020

10:00 AM

Virtual Meeting

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

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

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

Or join by phone:

Dial 1-669-900-6833

Webinar ID: 975 9006 9803

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

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

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

**The regular meeting was called to order by Chair Nancy Toledo at 10:01 a.m.**

**Present** 6 - Commissioner Wanda Buck, Commissioner Judy Hubbard, Chair Grant L. McCauley, Vice Chair Nancy Toledo, Commissioner Helen Narciso, and Commissioner Ana Segovia

**Absent** 1 - Commissioner Carolyn Seeger

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

**Aye:** 6 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Seeger



**CONSENT CALENDAR**

- 1.A [20-863](#) Senior Advisory Commission Minutes of February 24, 2020

**Recommendation:** Approve the Senior Advisory Commission Minutes of February 24, 2020.

**A motion was made by Commissioner Hubbard, seconded by Commissioner Narciso, to approve the Senior Advisory Commission Minutes of February 24, 2020**

**Aye:** 6 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Seeger

- 1.B [20-859](#) Senior Advisory Commission Calendar of Meetings for 2021

**Recommendation:** Recommend that Council Approve the Senior Advisory Commission Calendar of Meetings for 2021.

Commissioner Buck requested that when in person meetings begin, Commissioners can still have the option to attend remotely via Zoom.

**A motion was made by Commissioner Hubbard, seconded by Vice Chair McCauley, to approve the staff recommendation for Council to approve the Senior Advisory Commission Calendar of Meetings for 2021.**

**Aye:** 6 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Seeger

**PUBLIC PRESENTATIONS**

None

**GENERAL BUSINESS**

2. [20-860](#) Senior Advisory Commission Election of Chair and Vice Chair

**A motion was made by Commissioner Buck, seconded by Commissioner Hubbard, to elect Commissioner McCaulry as Chair for 2020-21 fiscal year. Motion passed with the following vote:**

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

**Excused:** 1 - Commissioner Seeger

**Abstained:** 1 - Chair McCauley

**A motion was made by Commissioner Segovia, seconded by Commissioner Narciso, to elect Commissioner Toledo as Vice Chair for 2020-21 fiscal year. Motion passed with the following vote:**

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

**Excused:** 1 - Commissioner Seeger

**Abstained:** 1 - Vice Chair Toledo

**3.**     [20-862](#)     Senior Advisory Commission Work Plan & Goals FY2020/21

The Commission is interested in continuing with the progress that was made with the FY2019/20 Work Plan and Goals. Commissioners echoed that they were pleased with the momentum that had developed and feel it's the Commission's responsibility to finish what was started. The Commission would like to modify the FY2019/20 Work Plan with perhaps a couple of new activities to meet the goals that are COVID 19 compliant. Chair Toledo asked sub committees to meet and discuss new activity ideas. The Commission will finalize the FY2020/21 Work Plan and Goals at the October meeting.

**STAFF REPORT**

**Supervisor Herb** updated the Commission on the Senior Center; sharing that staff are continuing to provide the Senior Nutrition Program in a drive-through/walk-up format. The program is serving an average of 150 meals a day. The Health & Wellness Program continues to provide older adults with care management, resource-finding, and problem solving via phone calls and emails. The Senior Center has begun publishing the Senior Center Newsletter. The Publication is distributed in the weekend meals the last Friday of the month as well as available on the Senior Center page of the City's Website.

**Recreation Manager Castro** updated the Commission on the Rehabilitation Park Projects coming online this fall and early winter; Agnew Park Playground, Fuller Street Park Phase II - Sport Court, Homeridge Park Playground, Machado Park Playground, and Reed and Grant Street Sports Park.

**Recreation Manager Castro** informed the Commission about the upcoming virtual Parade of Champions on Saturday, October 10, 2020.

**COMMISSIONERS REPORT**

**Commissioner McCauley** reminded the Commission that the Elder Fraud presentation on Wednesday, March 4 at the Senior Center hosted 21 attendees.

**Commissioner Buck** commented that she was pleased with the option of the virtual Senior Advisory Commission meeting.

**Commissioner Toledo** expressed that she was grateful for the opportunity to serve on the Senior Advisory Commission and that she appreciated seeing everyone on the Zoom meeting.

**ADJOURNMENT**

**A motion was made by Commissioner Hubbard, seconded by Commissioner McCauley, that the meeting be adjourned at 10:57 a.m.**

**Aye:** 6 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, Commissioner Narciso, and Commissioner Segovia

**Excused:** 1 - Commissioner Seeger

The next scheduled meeting is on October 26, 2020 and will be a virtual meeting



# City of Santa Clara

## Meeting Minutes

### Planning Commission

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06/10/2020

6:00 PM

City Hall Council Chambers

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

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/961068578> or
  - o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)

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

Public Comments prior to meeting may be submitted via email to [planning@santaclaraca.gov](mailto:planning@santaclaraca.gov) no later than noon on the day of the meeting; and also before and during the meeting via eComment. To utilize eComment, please visit the following website: <https://santaclara.legistar.com/Calendar.aspx>, and select the "eComment" link next to the Planning Commission meeting for June 10.

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. Planning Commissioners will be participating remotely. A limited number of staff will also be present.

We highly encourage interested members of the public to stay at home and provide public comment remotely. Any members of the public wishing to come in person should first check-in at the City Council Chambers. City staff may direct you to wait in the City Hall cafeteria or outside the Council Chambers until your item of interest is discussed in order to maintain sufficient social distancing guidelines.

**PUBLIC PARTICIPATION IN ZOOM WEBINAR:**

Please follow the guidelines below when participating in a Zoom Webinar:

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

**6:00 PM REGULAR MEETING****Call to Order**

**Chair Becker** called the meeting to order at 6 p.m.

**Pledge of Allegiance and Statement of Values****Roll Call**

**Chair Becker** announced that **Commissioner Ikezi** would be joining the meeting later.

**Commissioner Ikezi** joined the meeting at 6:36 p.m.

**Present 7 -** Commissioner Steve Kelly, Commissioner Yuki Ikezi, Commissioner Sudhanshu Jain, Vice Chair Lance Saleme, Chair Anthony Becker, Commissioner Nancy A. Biagini, and Commissioner Priya Cherukuru

**DECLARATION OF COMMISSION PROCEDURES**

**Chair Becker** read the Declaration of Commission Procedures.

**CONTINUANCES/EXCEPTIONS**

None.

**CONSENT CALENDAR**

**Commissioner Jain** pulled item 1.A.

- 1.A**     [20-574](#)     Action on Use Permit for ABC License Type 41 for Tapsilog Bistro at 1998 Homestead Road

**Recommendation:** Adopt a resolution approving a Use Permit for the sale and consumption of beer and wine (ABC License Type 41) in a new restaurant (Tapsilog Bistro) located at 1998 Homestead Road, subject to conditions of approval.

**Commissioner Jain** inquired about the number of parking spaces. **Senior Planner Rebecca Bustos** responded that there are 41 parking spaces which is compliant with the Zoning Ordinance. **Commissioner Cherukuru** asked questions about designated parking and increasing parking spots. **Development Review Officer Gloria Sciara** provided clarification on the parking standards.

**Ed Sanchez**, Applicant, spoke requesting the restaurant's operational hours.

**A motion was made by Commissioner Jain, seconded by Commissioner Kelly to close public hearing.**

**Aye:** 6 - Commissioner Kelly, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**Absent:** 1 - Commissioner Ikezi

**A motion was made by Commissioner Jain, seconded by Commissioner Cherukuru to approve the staff recommendation with an additional condition, C8, in which operational hours will be limited to 8 a.m. - 9 p.m. daily.**

**Aye:** 6 - Commissioner Kelly, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**Absent:** 1 - Commissioner Ikezi

**PUBLIC PRESENTATIONS**

None.

**A motion was made by Commissioner Biagini, seconded by Commissioner Jain to close public hearing.**

**Aye:** 6 - Commissioner Kelly, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**Absent:** 1 - Commissioner Ikezi

## **PUBLIC HEARING**

2. [20-596](#) Public Hearing: Action on an Amendment to Variances (V.1090 and V.1091) for the properties located at 1560 and 1582 Jackson Street. Continued from May 27, 2020 Planning Commission Meeting.

**Recommendation:** Alternative 1: Adopt a Resolution to Amend the Variances to delete the requirement for a Covenant Agreement prohibiting the intensification of the residential use for the properties located at 1560 and 1582 Jackson Street.

**Chair Becker** explained that this item was continued from the last meeting due to technical difficulties.

**Associate Planner Debby Fernandez** provided a brief summary of the project.

**Commissioner Jain, Commissioner Kelly, and Vice Chair Saleme** expressed concern over the lack of housing in the City.

**Public Speaker:**

**Adam Thompson** expressed concern over one of the parcels not having a driveway.

**Applicant Alan Tsai** provided rebuttal clarifying the current driveway layout and that they plan to maximize the usage of the backyard.

**A motion was made by Commissioner Cherukuru, seconded by Commissioner Jain to close public hearing.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**A motion was made by Commissioner Jain, seconded by Commissioner Ikezi to approve staff recommendation.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru



3. [20-605](#) Public Hearing: Review of the Proposed FY 2020/21 and FY 2021/22 Biennial Capital Improvement Program Budget for Conformity with the City of Santa Clara 2010-2035 General Plan. Continued from May 27, 2020 Planning Commission Meeting.

**Recommendation:** Adopt a Resolution making findings on the conformity of the Proposed FY 2020/21 & FY 2021/22 Biennial Capital Improvement Program Budget with the 2010-2035 General Plan.

**Assistant City Attorney Alexander Abbe** explained the motions that would need to be made and that Commissioners Biagini and Kelly would need to recuse themselves for the motions for Warburton Park and Saratoga Creek Trail, respectively. He also clarified the CEQA determinations for each motion.

**Principal Planner John Davidson** provided the staff PowerPoint presentation.

**Finance Director Kenn Lee** responded to questions about projects needing funds. He addressed efforts underway for other revenue sources to fund the projects.

**A motion was made by Commissioner Jain, seconded by Commissioner Ikezi to close public hearing.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**A motion was made by Commissioner Jain, seconded by Commissioner Ikezi to find that the Warburton Park playground rehabilitation is in conformance with the General Plan and the CEQA determination that the project is categorically exempt under Class 1(a).**

**Aye:** 6 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, and Commissioner Cherukuru

**Recused:** 1 - Commissioner Biagini

**A motion was made by Commissioner Cherukuru, seconded by Commissioner Biagini to find that the Saratoga Creek Trail Project is in conformance with the General Plan.**

**Aye:** 6 - Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**Recused:** 1 - Commissioner Kelly

**A motion was made by Commissioner Jain, seconded by Commissioner Biagini to find that the balance of the projects in the CIP plan conform to the general plan and CEQA determination listed in first attachment of staff report.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

4. [20-520](#) Approval of an Amendment to a Development Agreement for the Mixed-use Project at 1205 Coleman Avenue

**Recommendation:** Make a recommendation to the City Council using the Alternatives provided.

**Commissioner Biagini** disclosed financial interest in a nearby business and abstained from voting on this item.

**Commissioner Jain** disclosed that he had a discussion with the Applicant, Josh Rupert of Hunter-Storm about possible benefits to the City to approve this amendment. He also disclosed that he discussed the project with Chair Becker and Commissioner Ikezi.

**Chair Becker** disclosed that he discussed the project with Commissioner Jain and a resident, Adam Thompson. He addressed that he did not meet with the developer.

**Commissioner Kelly** disclosed that he briefly chatted with the applicant.

**Commissioner Ikezi** disclosed that she discussed the project with Commissioner Jain.

**Vice Chair Saleme** and **Commissioner Cherukuru** were contacted by the applicant but did not have a discussion.

**Associate Planner Debby Fernandez** provided the staff PowerPoint presentation.

**Planning Manager Reena Brilliot** clarified that this item will move on to the City Council for hearing and that the Planning Commission was making a recommendation to the City Council. **Assistant City Attorney Alexander Abbe** explained that this item would need to be heard by the City Council within 90 days and that there would not be enough time for a continuance at this stage.

Commissioners expressed concern of this item being delayed due to the coronavirus. **Development Review Officer Gloria Sciara** provided clarification about development agreements. **Commissioner Jain** asked questions regarding the affordable housing unit requirements.

**Josh Rupert of Hunter Storm** provided the Applicant PowerPoint. **Ed Storm and Deke Hunter of Hunter Storm** answered questions from the Commission.

After the applicant presentation, the Commission expressed concerns over housing and revenue generated from the project.

**Public Speakers (13):**

**Mary Grizzle** spoke expressing that she did not support the project due to the need for housing and wished for a continuance.

**Brian Goldenberg** expressed support for the project.

**Robert Fitch** expressed support for the project due to need for affordable housing.

**Linda Lessa** expressed support for the project.

**Christian Paleckia**, PAL board member, expressed support of the project and acknowledged that Hunter Storm has been working with PAL.

**Christine** expressed support for the project due to the need for housing.

**Clinton Cronin** expressed support for the project due to the need for housing and retail.

**Mike Woki**, Old Quad resident and president of PAL, expressed support for the project.

**Adam Thompson** expressed support for the project since it moves up housing.

**Jonathon Evans** expressed support for the project.

**Patricia Leung** expressed support for the project.

**John Elwood**, PAL board member, expressed support for the project due to PAL being without building in the last 10 years and sees this as an investment for the next generation.

**Emmy Minister** expressed support for the project.

The applicant was provided an opportunity to provide a rebuttal. The applicant spoke about the variety of benefits that the project would provide, and said they would use this as an opportunity to continue to do good things.

**A motion was made by Commissioner Ikezi, seconded by Commissioner Kelly to close public hearing.**

**Aye:** 6 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, and Commissioner Cherukuru

**Recused:** 1 - Commissioner Biagini

**A motion was made by Commissioner Kelly, seconded by Commissioner Cherukuru to adopt a resolution recommending that City Council approve the First Amendment to the Development Agreement.**

**Aye:** 4 - Commissioner Kelly, Commissioner Ikezi, Vice Chair Saleme, and Commissioner Cherukuru

**Nay:** 2 - Commissioner Jain, and Chair Becker

**Recused:** 1 - Commissioner Biagini

5. [20-522](#) Adoption of a Transportation Policy Establishing Vehicle Miles Traveled as the Methodology for Analyzing Transportation Environmental Impacts in Compliance with State Law

**Recommendation:** Alternative 1: Adopt a resolution recommending that the City Council adopt a transportation policy establishing Vehicle Miles Traveled as the methodology for analyzing transportation environmental impacts in compliance with State Law.

**Transportation Consultant Karen Mack and Assistant Director of Public Works Michael Liw** provided the staff PowerPoint presentation.

**A motion was made by Commissioner Cherukuru, seconded by Commissioner Kelly to close public hearing.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**A motion was made by Commissioner Jain, seconded by Commissioner Cherukuru to recommend that the City Council amend Resolution 5713 to adopt a transportation analysis policy to comply with the California Environmental Quality Act with the recommendations that the City of Santa Clara adopt a threshold of 20% for employment uses including office and R&D, a threshold of 15% for residential and industrial uses, and that the developer provide 1 secure bike spot per unit for transit-supportive multi-unit housing.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

6. [20-598](#) Public Hearing: Action on Purchase of New iPads for the Planning Commission

**Recommendation:**

1. Vote to reconsider the Planning Commission action taken on May 27, 2020 regarding the purchase of iPad Pros; and
2. Approve the purchase of ten 12.9-inch iPad Pros Wi-Fi (256GB) at a cost of \$1092.91 (including tax and fees) each and allocate up to \$1000.00 for additional chargers and keyboard cases for a total cost not to exceed \$11,920.

**A motion was made by Commissioner Jain, seconded by Commissioner Cherukuru to close public hearing.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

**A motion was made by Commissioner Jain, seconded by Commissioner Cherukuru to reconsider the action at the May 27, 2020 Planning Commission Meeting.**

**Aye:** 5 - Commissioner Kelly, Commissioner Jain, Vice Chair Saleme, Chair Becker, and Commissioner Cherukuru

**Recused:** 2 - Commissioner Ikezi, and Commissioner Biagini

**A motion was made by Commissioner Cherukuru, seconded by Commissioner Jain to approve the purchase of new Ipads.**

**Aye:** 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru

#### **REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:**

1. Announcements/Other Items

**Chair Becker** announced that although **Commissioner Kelly** has termed out on June 30, 2020 he has agreed to remain on the Commission until a new appointment is made.

**Vice Chair Saleme** shared that he would be transitioning from his first appointed temporary term into his first official term.

**Development Review Officer Gloria Sciara** asked the Commission to consider a new end time for the meetings going forward now that meetings start at 6 p.m. and no longer at 7 p.m.

2. Commissioner Travel and Training Reports, Requests to attend Trainings

**Planning Manager Reena Brilliot** provided updates.

#### **DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**

1. Planning Commission Budget Update

**Development Review Officer Gloria Sciara** provided budget updates.

2. Upcoming Agenda Items

**Development Review Officer Gloria Sciara** provided updates.

3. City Council Actions

**Development Review Officer Gloria Sciara** provided updates on the approved outdoor seating permit process.

**ADJOURNMENT:**

**A motion was made by Commissioner Ikezi, seconded by Commissioner Cherukuru to adjourn the meeting.**

**The meeting adjourned at 10:55 p.m.**

**The next meeting is a Special Planning Commission meeting on Monday, June 15, 2020 at 6 p.m. in the City Hall Council Chambers.**

**Aye: 7 - Commissioner Kelly, Commissioner Ikezi, Commissioner Jain, Vice Chair Saleme, Chair Becker, Commissioner Biagini, and Commissioner Cherukuru**



# City of Santa Clara

## Meeting Minutes Cultural Commission

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10/05/2020

7:00 PM

Virtual Meeting

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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/98272283531>

Webinar ID: 982 7228 3531

Or join by phone: 1 669 900 6833

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

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

**The meeting was called to order by Chair Samara at 7:01 P.M.**

**Present** 6 - Chair Louis Samara, Commissioner Niha Mathur, Commissioner Debra von Huene, Commissioner Candida Diaz, Vice Chair Jonathan Marinaro, and Commissioner Teresa Sulcer

**Absent** 1 - Commissioner Harbir Bhatia

### **CONSENT CALENDAR**

**1.A** [20-358](#) Cultural Commission Regular Meeting Minutes of March 2, 2020

**Recommendation:** Approve the Cultural Commission Regular Meeting Minutes of March 2, 2020.

**A motion was made by Commissioner von Huene and seconded by Commissioner Marinaro, that this item be adopted. The motion carried by the following vote:**

**Aye:** 5 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, and Vice Chair Marinaro

**Absent:** 1 - Commissioner Bhatia

**Abstained:** 1 - Commissioner Sulcer



1.B      [20-872](#)      Cultural Commission Calendar of Meetings for 2021

**Recommendation:** Recommend that Council approve Cultural Commission Calendar of meetings for 2021.

**A motion was made by Commissioner Diaz, seconded by Vice Chair Marinaro, that this item be Adopted. The motion carried by the following vote:**

**Aye:** 6 - Chair Samara, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

**Absent:** 1 - Commissioner Bhatia

**PUBLIC PRESENTATIONS**

None.

**GENERAL BUSINESS**

Commissioner Bhatia joined meeting at 7:18 P.M.

2.      [20-837](#)      Cultural Commission Election of Chair and Vice Chair FY2020/21

**Recommendation:** Staff has no recommendation.

**A motion was made by Commissioner Diaz and seconded by Commissioner Mathur that Chair Samara and Vice Chair Marinaro continue in their current positions through FY2020/2021. Motion passed with the following vote:**

**Aye:** 7 - Chair Samara, Commissioner Bhatia, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

3. [20-840](#) Discussion of Cultural Commission Work Plan FY2020/21

**Recommendation:** Discuss the Cultural Commission Work Plan FY2020/21 objectives and activities.

The Commission discussed the work plan goals and possible events from FY 2019/2021 and created sub committees to work on each goal:

Goal #1: Host and enhance multicultural events to encourage and acquaint Santa Clara residents with cultural diversity: Event unassigned.

Goal #2: Develop and encourage interactive, art opportunities to provide temporary, performing, cultural, and public art in the City: **Commissioner von Huene, Commissioner Mathur and Commissioner Diaz.**

Goal #3: Raise visibility of commemorative months: **Vice Chair Marinaro, Commissioner Sulcer and Commissioner Bhatia.**

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

**A motion was made by Chair Samara and seconded by Commissioner Diaz, that the FY2019/2021 Work Plan Goals and new sub-committees be adopted. The motion carried the following vote:**

**Aye:** 7 - Chair Samara, Commissioner Bhatia, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

### **STAFF REPORT**

**Recreation Manager Castro** provided a budget update and reported on a variety of events that the City is doing for Halloween: "You've Been treated", Pumpkin Decorating Contest, Dance Party and Witch Crafty Craft Box which sold out. She reported that the Home decorating contest has received one entry thus far. She also reported that the City has been involved with CPODS (Commodity Point of Distribution) at Santa Clara schools weekly, which ended in August, and daily at the Senior Center, still in progress. Fall classes, both in person and virtual have begun.

**COMMISSIONERS REPORT**

**Chair von Huene** mentioned the Utility Box program with artist, Irene Bronner. Stated the box was well received by the public and would like to continue it.

**Vice Chair Marinaro** mentioned online at home concerts. He attended some of them and participated in the culture at home. Said a Zoom performance would be fun to consider.

**Chair Samara** mentioned his daughter is a Freshman at Mitty and attended a party online. Mentioned he heard on Nextdoor they were doing online concerts (performances on their lawn) which he was unable to attend.

**Commissioner Sulcer** mentioned she has been working with the Parade of Champions which will be held on Oct 10. Theme is celebrating community heroes through this time. Encouraged people to watch it virtually.

**ADJOURNMENT**

**A motion was made by Commissioner von Huene, seconded by Commissioner Diaz, that the meeting be adjourned at 8:29 P.M.**

**Aye:** 7 - Chair Samara, Commissioner Bhatia, Commissioner Mathur, Commissioner von Huene, Commissioner Diaz, Vice Chair Marinaro, and Commissioner Sulcer

The next scheduled meeting is on November 2, 2020 and will be a virtual meeting.



# City of Santa Clara

## Meeting Minutes

### Downtown Community Task Force

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10/15/2020

6:00 PM

Virtual Meeting

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

- Via Zoom:
  - o <https://santaclaraca.zoom.us/j/91975789377>  
Meeting ID: 919 7578 9377 or
  - o Phone: 1(669) 900-6833

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

**Staff Liaison/Principal Planner, Lesley Xavier** called the meeting to order at 6:00 p.m.

**Present** 7 - Adam Thompson, Dan Ondrasek, Rob Mayer, Debra von Huene, Ana Vargas-Smith, Mathew Reed, and Butch Coyne

**Absent** 1 - Soli Cayetano

**A motion was made by Member Coyne to excuse Member Cayetano's absence. The motion was seconded by Member Thompson.**

**Aye:** 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

**Absent:** 1 - Cayetano

#### **CONSENT CALENDAR**

- 1.A**     [20-973](#)     Downtown Community Task Force (DCTF) Meeting Minutes of the September 24, 2020 Meeting.

**Recommendation:** Approve the DCTF Meeting Minutes of the September 24, 2020 Meeting

**Member Coyne made a motion to approve the consent calendar. The motion was seconded by Member von Huene.**

**Aye:** 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

**Excused:** 1 - Cayetano

**GENERAL BUSINESS**

2. [20-975](#) Review and Discussion of the community feedback from the May/June 2020 online survey and meeting-out-of-the-box outreach efforts

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

**Staff Liaison, Principal Planner, Lesley Xavier** provided the DCTF with a presentation that summarized the consultant's report on the second phase of community engagement for the Downtown Precise Plan process. During this second phase, the planning team developed an initial set of potential "land use frameworks," and received feedback from the community members and stakeholders. All three of the land use frameworks illustrate potential development patterns for a future downtown. The concepts test the placement of public space, retail/commercial space and housing, and the size of buildings.

3. [20-1009](#) Question and Answer (Q & A) session on the Brown Act

**Assistant City Attorney, Alexander Abbe** provided a PowerPoint presentation on the Brown Act, including information on subcommittees.

4. [20-976](#) Election of a Downtown Community Task Force Chair and Vice Chair

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

**Staff Liaison, Principal Planner, Lesley Xavier** declared the floor open for nominations of the chair.

**A motion to nominate Member Thompson for the chair was made by Member Mayer.**

**Member Thompson consented to the nomination.**

**No other nominations were made and the floor was closed.**

**A motion and a second was made by Member Ondrasek to elect Member Thompson as Chair.**

**Aye:** 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

**Absent:** 1 - Cayetano

**Staff Liaison, Principal Planner, Lesley Xavier** declared the floor open for nominations of the vice chair.

**A motion to nominate Member Ondrasek for the vice chair was made by Member Mayer.**

**Member Ondrasek consented to the nomination.**

**No other nominations were made and the floor was closed.**

**A motion and a second was made by Member Thompson to elect Member Ondrasek as vice chair.**

**Aye:** 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

**Absent:** 1 - Cayetano

5. [20-1004](#) Discussion on filling the two Downtown Community Task Force (DCTF) seats
- The DCTF discussed how to fill the two vacant seats. The DCTF requested for names to be submitted to them for which they could vote on at their next meeting. It was agreed any person filling a seat should have a commitment and passion for Downtown. Prior to the next meeting names can be submitted to the staff liaison using an application that will be distributed to the DCTF and posted on the City's website. A staff report will be provided with a review of the submitted names for the DCTF to discuss and vote on at their next meeting.

### **PUBLIC PRESENTATIONS**

There were no public presentations/comments.

### **ADJOURNMENT**

**Staff Liaison, Principal Planner, Lesley Xavier** called to adjourn the meeting at 8:32 p.m.

**A motion was made by Member Thompson, and seconded by Member Coyne to adjourn the meeting.**

**The next meeting is scheduled for Thursday, November 19, 2020 at 6 p.m.**

**Aye:** 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

**Excused:** 1 - Cayetano



## Agenda Report

20-714

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Agreements with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City's utility billing system is NorthStar Customer Information System (NorthStar CIS) from N. Harris Computer Corporation (Harris) which was implemented through a highly competitive process in 1998 and is a citywide, integrated online system consisting of a complex set of hardware, firmware, and software. It is the backbone of the customer billing system with ten user applications operating on the platform to enable seamless integration between meter reading, service orders, meter data management, generation of utility bills, collection of various payment channels, customer service delivery channels including a call center and on-line self-service web portal, while enabling the turn on/off of utility services and many other service related activities.

In September 2017, City Council authorized staff to execute an agreement with Harris to upgrade the NorthStar CIS system from version 6.3 to version 6.4. Once the upgrade is complete, the utility billing system is considered up to date enabling interfaces with various new technologies including advanced Application Programming Interfaces (API) required with modern banking platforms and the Core Automation Rules Engine Platform enabling new electronic business processes.

The current agreement expires on December 7, 2020.

#### DISCUSSION

The NorthStar CIS is mission critical to the City's customer billing operations. The software upgrade to version 6.4 and purge was completed in April 2019. The software upgrade included updated technology that was required to be in place prior to the Core Automation Platform Rules Engine process being enabled in the live/production environment. Best practices called for 3-6 month software/user stabilization period prior to the Core Automation Platform Rules Engine implementation, which will automate portions of the City's billing, cashiering and meter reading functions.

The maximum compensation under the current agreement is \$276,648. Thus far, \$237,667 has been paid to Harris, leaving an unspent balance of \$38,981 to complete the project. Project completion is delayed due to unforeseen resource constraints, multiple projects driven by utility stakeholders requiring immediate assistance from key Finance staff, and COVID-19 Shelter in Place order which suspended work on this project due to the emergency order to provide essential only services during

the pandemic. The project however is expected to complete on budget for the original contract amount.

Since the agreement was executed in 2017, staff has identified additional work required to bring NorthStar CIS compliant to the latest Payment Card Industry Data Security Standard (PCI DSS) which is a set of requirements for enhancing payment card account data security. A new scope of work is currently in development to transition the payment system from NorthStar CIS to the City's Smart Energy Water (SEW) platform to achieve a compliant PCI DSS environment for credit card payments. This additional work is consistent with evolving credit card security standards and requirements and will provide additional system functionalities for customers to view their utility interval usage online as well as enhance ease of use. The Smart Energy Water online self-service web portal will be especially useful for the City's commercial/industrial customers for planning purposes. The estimated cost for this work is \$165,952 plus \$16,900 for annual software maintenance.

Another effort on the horizon is work related to the City's change of banking services from Bank of America to JPMorgan Chase Bank. While staff anticipates that successful completion of the SEW project will achieve the latest PCI DSS compliance for credit card payments, additional work may still be required from Harris since bank services are tightly integrated with the City's utility billing system.

In order to complete the upgrade to version 6.4, staff is requesting authority to amend the agreement to extend the term through December 31, 2023, and to further amend the agreement for work associated with the SEW project and change of banking services to JPMorgan Chase Bank. Additional work will be negotiated with Harris and executed as amendments to the agreement, subject to the City Attorney's Office and City Manager's approval and the appropriation of funds.

The cost of the NorthStar CIS in FY2020/21 for annual support and maintenance is \$171,595. Staff is currently working with Harris to update the existing annual support and maintenance agreement to better reflect the new software products and configurations that are or will be licensed to the City. Therefore, staff is also requesting authority to negotiate and execute a new support and maintenance agreement with Harris, subject to the City Attorney's Office and City Manager's approval and appropriation of funds.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The proposed Amendment No. 1 extends the terms of the agreement through December 21, 2023, with no changes to the maximum compensation.

Staff will return with budget recommendations to appropriate funds if funding is needed to procure additional services and related software for the Smart Energy Water customer portal integration and the integration of the utility billing system with a new bank.

The cost of the annual support and maintenance for NorthStar CIS in FY 2020/21 is \$171,595 and



payments were made using available budget appropriation that was included as part of the Adopted FY 2020/21 Operating Budget. Upon the execution of a new support and maintenance agreement, funding will be incorporated into the budget development process in the out years.

### **COORDINATION**

This report has been coordinated with the City Attorney's Office and the Information Technology 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**

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement with N. Harris Computer Corporation for the NorthStar CIS Utility Billing System to extend the term of the agreement through December 31, 2023, with no change to the maximum compensation of \$276,648;
2. Authorize the City Manager to negotiate and execute future amendments to the agreement with N. Harris Computer Corporation for additional work related to the SEW project and change of banking services and extend the term, if required, to complete the additional work and subject to the appropriation of funds; and
3. Authorize the City Manager to negotiate and execute a new support and maintenance agreement with N. Harris Computer Corporation to memorialize the software products and configurations that are licensed to the City with maximum compensation amount not-to-exceed \$171,595 for FY2020/21; negotiate and execute future amendments consistent with additions and deletions of software products and configurations licensed to the City; and execute one-year options to renew the maintenance and support agreement, subject to the appropriation funds.

Reviewed by: Kenn Lee, Director, Finance

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Amendment No. 1 to Harris Agreement
2. 2017 Harris Agreement

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
N. HARRIS COMPUTER CORPORATION**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and N. Harris Computer Corporation, a Canadian corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and NorthStar Utilities Solutions", dated December 7, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide professional services and software related to the NorthStar Customer Information System, and the Parties now wish to amend the Agreement to assign the agreement to N. Harris Computer Corporation and extend the term of the agreement through December 31, 2023.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. All references to "NorthStar Utilities Solution" in this Agreement shall be replaced with "N. Harris Computer Corporation." All rights and obligations of the City and of the Contractor under this Agreement are unaffected by this assignment.
- 2. Section 5 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2023.

- 3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

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

\_\_\_\_\_  
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"

**N. HARRIS COMPUTER CORPORATION**  
a Canadian corporation

Dated: 10/28/2020

By (Signature): Sean Sykes  
Name: Sean Sykes

Title: Vice President, Sales & Marketing

Principal Place of  
Business Address: 1 Antares Dr., Nepean, ON, K2E 8C4 Canada

Email Address: ssykes2@harriscomputer.com

Telephone: ( ) 613-226-5511

Fax: ( )

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF  
SERVICES BY AND BETWEEN THE CITY OF  
SANTA CLARA, CALIFORNIA, AND NORTHSTAR  
UTILITIES SOLUTIONS**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is by and between NorthStar Utilites Solutions, an Ontario Corporation with its principal place of Business located at 1 Antares Dr., Suite 400, Ottawa, Ontario K2E 8C4 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor has the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. EMPLOYMENT OF CONTRACTOR.**

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

**2. SERVICES TO BE PROVIDED.**

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work

required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. If any terms in Exhibits, or attachments to Exhibits, contradict terms of this Agreement, then the terms of this Agreement shall be controlling.

### **3. COMMENCEMENT AND COMPLETION OF SERVICES.**

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

### **4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.**

Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

### **5. TERM OF AGREEMENT.**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three years from that date.

### **6. MONITORING OF SERVICES.**

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City

may also monitor the Services to be performed to determine whether all operations are conducted in accord with applicable City, county, state, and federal requirements. Contractor's conformance with applicable City policies and City, county, state and federal requirements is a material term of this Agreement.

#### **7. WARRANTY.**

Contractor warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Contractor makes no representation or warranty, and City so acknowledges, regarding the merchantability of the Services, or their fitness for a particular purpose.

#### **8. BUSINESS TAX LICENSE REQUIRED.**

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

#### **9. RESPONSIBILITY OF CONTRACTOR.**

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

#### **10. COMPENSATION AND PAYMENT.**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

## **11. TERMINATION OF AGREEMENT.**

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than ninety (90) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

If Contractor should neglect to perform the Services properly or otherwise fail to comply with any term of this Agreement, the City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to the City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the City may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Contractor of only that part of the fee earned by Contractor for those Services performed up to the time of communication of such notice of termination to Contractor that is not disputed by City.

If the City should fail to comply with its obligations under this Agreement, Contractor must notify the City in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the City must correct the default at no additional cost to Contractor, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the City fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Contractor may terminate the whole of this Agreement and in such case the City will be responsible for payment to Contractor of only that part of the fee earned by Contractor for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the City that is not disputed by City.

## **12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.**

Contractor shall not hire subcontractors without express written permission from City. Contractor shall be as fully responsible to the City for acts and omissions of its subcontractors, and persons directly or indirectly employed by its subcontractors, as it is for persons directly or indirectly employed by Contractor.

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

**13. 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.

**14. INDEPENDENT CONTRACTOR.**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

**15. NO PLEDGING OF CITY'S CREDIT.**

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

**16. CONFIDENTIALITY OF MATERIAL.**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**17. USE OF CITY NAME OR EMBLEM.**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**18. OWNERSHIP OF MATERIAL.**

- (a) The parties agree that no materials or documents are being created for the City by Contractor under this Agreement. All materials and documents which



were developed or prepared by Contractor for general use and which are not the copyright of any other party or publicly available, including educational materials, shall continue to be the property of Contractor.

- (b) Where the City requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and such other provisions as are typically found in an agreement of that nature, including without limitation, provisions regarding the ownership of such customer materials or documents.

#### **19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.**

City, through its authorized employees, representatives or agents shall have the right the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### **20. FORCE MAJEURE**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government (other than City), strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement), or failure or inoperability of any software other than software provided by Contractor (unless by reason of the negligence of a party to this Agreement). Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

#### **21. FAIR EMPLOYMENT.**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

#### **22. HOLD HARMLESS/INDEMNIFICATION/LIMITATION OF LIABILITY.**

- a. Contractor shall indemnify, defend and hold harmless CITY, its officers, officials,

employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which CITY may incur or suffer or be put to by reason of or in connection with or arising directly or indirectly from any breach, violation or non-performance by Contractor of any obligation contained in this Agreement to be observed by Contractor, or any negligent acts or omissions of Contractor, or any wrongful act or willful misconduct of CONTRACTOR, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) CITY has provided prompt notice of the claim, action or demand to Contractor; (ii) CITY has not made any admissions of liability or settlement offers either prior to or after providing notice to Contractor of the applicable claim except with Contractor's prior written consent, except to the extent required by applicable law, (iii) Contractor has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) CITY provides reasonable assistance to Contractor, at Contractor's expense throughout the action or proceeding, and (v) CITY may, at CITY's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding.

- b. The City and Contractor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Contractor arising from this Agreement. The parties agree that in all such circumstances the City's remedies and Contractor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) CONTRACTOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT CONTRACTOR'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THREE HUNDRED

AND FIFTY THOUSAND DOLLARS \$350,000.00.

- ii. IN ADDITION TO THE FOREGOING, EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DEATH TO PERSONS OR (b) DAMAGE TO TANGIBLE OR REAL PROPERTY, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

### **23. INSURANCE REQUIREMENTS.**

During the term of this Agreement, and/or any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

### **24. AMENDMENTS.**

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

### **25. INTEGRATED DOCUMENT.**

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

### **26. 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.

## **27. WAIVER.**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

## **28. NOTICES.**

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

City of Santa Clara  
Attention: Finance Department  
1500 Warburton Avenue  
Santa Clara, California 95050  
or by facsimile at (408) 243-8687

And to Contractor addressed as follows:

Name: NorthStar Utilities Solutions  
Address: 1 Antares Dr., Suite 400., Ottawa, ON K2E 8C4  
or by facsimile at 613-226-3377

If notice is sent via facsimile, a 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.

## **29. 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.

## **30. 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.

## **31. DISPUTE RESOLUTION.**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other

Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

### **32. COMPLIANCE WITH ETHICAL STANDARDS.**

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

### **33. AFFORDABLE CARE ACT OBLIGATIONS**

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

### **34. RETENTION.**

As set forth in Exhibit B, City will pay Contractor on its invoice(s) an amount equal to 90 percent (90%) of the amount otherwise due to Contractor, and City shall withhold the remaining 10 percent (10%) as retention. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance; within thirty (30) days after issuance of said Notice of Final Acceptance, City shall release to Contractor the amounts held in retention. In the event of a good faith dispute between City and Contractor as to satisfactory completion of the Services, City

shall continue to hold the retained funds in a segregated account until such time as the dispute is resolved, whether by means of formalized settlement or adjudication. Funds held in retention may be used to offset monies otherwise due to City by Contractor.

**35. CONFLICT OF INTERESTS.**

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**36. PROGRESS SCHEDULE.**

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

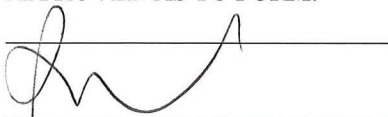
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

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

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

APPROVED AS TO FORM:

Dated: 12/7/17

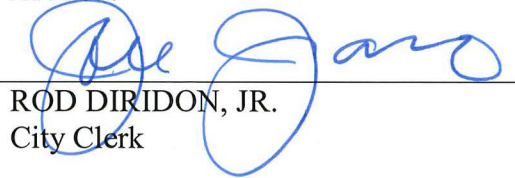


*for* BRIAN DOYLE  
Interim City Attorney



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

ATTEST:

*for*   
ROD DIRIDON, JR.  
City Clerk

"CITY"

**NORTHSTAR UTILITIES SOLUTIONS**

An Ontario corporation

Dated: August 22, 2017

By: 

(Signature of Person executing the Agreement on behalf of Contractor)

Name: Steve Morris

Title: VP, Sales and Marketing

Local Address: 1 Antares Dr., Suite 400, Ottawa, ON K2E 6C4

Email Address: smorris@harriscomputer.com

Telephone: 613-226-5511 extension 2157

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF  
SERVICES BY AND BETWEEN THE CITY OF  
SANTA CLARA, CALIFORNIA, AND NORTHSTAR  
UTILITIES SOLUTIONS**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposals entitled:

1. "Statement of Work, City of Santa Clara, Northstar Version 6.4 Upgrade" dated August 17, 2017, version 2.1; and
2. "Statement of Work, City of Santa Clara, Core Automation Suite Subscription" dated August 17, 2017, version 2.1.



# ***Statement of Work***

## ***City of Santa Clara***

### ***NorthStar Version 6.4 Upgrade***



Prepared for:  
City of Santa Clara, CA  
August 17, 2017  
Version 2.1

**SOW VALID UNTIL: November 17, 2017**

## Revision Control

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**Document Title:** City of Santa Clara – Harris NorthStar – Version 6.4 Upgrade SOW

**Author:** NorthStar Professional Services

**File Reference:** City Santa Clara - Harris NorthStar - Version 6.4 Upgrade SOW.Docx

Version	Date	Author	Details / Comments
Version 1.0	2016-06-01	Mac Campbell	Initial version of the document.
Version 1.1	2016-08-17	Mac Campbell	Addition of purge services, Utilization Review & Core Automation Suite
Version 1.2	2016-11-11	ML Whitehead	Condense project timeline & increase onsite Consulting time.
Version 1.3	2017-01-24	ML Whitehead	Removing MDM upgrade effort, adjusting AP subscription terms & effort, reducing onsite time & upgrade effort.
Version 1.4	2017-04-06	ML Whitehead	Revisions as per Santa Clara feedback
Version 1.5	2017-05-02	ML Whitehead	Revisions as per review with Santa Clara
Version 1.6	2017-05-06	KV Cressman	Incorporate definition of success from City of Santa Clara
Version 1.7	2017-06-13	KV Cressman	Incorporate SC's comments regarding scope, milestones and update technical items
Version 1.8	2017-06-19	ML Whitehead	Updates as per June 16 <sup>th</sup> SOW review with SC Team
Version 1.9	2017-06-28	KV Cressman	Updates from Santa Clara and inclusion of Santa Clara T's & C's
Version 2.0	2017-08-08	L Faulkner	Inclusion of Santa Clara's Terms and Conditions
Version 2.1	2017-08-17	L. Faulkner	Change of Format. City Exhibit A and NS Sow moved per Santa Clara's instruction. Milestone page removed. Version # and dates updated.

# **1 NORTHSTAR INTRODUCTION**

The City of Santa Clara, here after referred to as “Santa Clara”, requires an upgrade of their billing system from NorthStar version 6.3.1 to NorthStar version 6.4. NorthStar 6.3.1 and NorthStar 6.4 share the same core business logic and leverage the years of investment both Santa Clara and NorthStar have made in your current CIS/billing system.

The purpose of this document is to provide information on the features and value of NorthStar 6.4, along with the level of effort associated with the upgrade, for those customers upgrading from NorthStar 6.3.1.

## **1.1 Objective**

This Statement of Work (SOW) defines the work to be performed by NorthStar, an unincorporated division of N. Harris Computer Corporation, for Santa Clara CIS NorthStar 6.3.1 to NorthStar 6.4 upgrade, and concurrently upgrading CustomerConnect to Maintenance Release 5.1 in addition to implementing the NorthStar Core Automation Suite.

This SOW includes a high level timeline, fees, and other terms and conditions specific to the services requested by Santa Clara. Any additional requests for services that are not defined within this SOW will result in change orders with applicable fees.

## 2 SERVICE DESCRIPTION

### 2.1 Project Approach

A NorthStar Project Manager (PM) will be the primary point of contact for Santa Clara on the NorthStar project. The PM has the overall accountability to successfully deliver the services required for a successful implementation within agreed upon timeframe and budget. The project team will directly report to the PM and the PM will have the authority and support to manage the NorthStar project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Santa Clara assigned PM.
- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.
- Conduct regular project meetings with Santa Clara.
- Review of project status, schedule, risks, resources as well as any other issues that may affect the success the project.

The NorthStar Implementation Methodology that will be leveraged for this engagement consists of 2 main areas: **Project Management** and **Upgrade Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require City of Santa Clara sign-off;
- Work Products that are outputs produced as part of the work required to achieve the desired engagement goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how Engagements are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating engagement status and effort spent;

- **Escalation Matrix:**

**Level 1:**

NorthStar Project Manager TBD

**Level 2:**

Vice President, Professional Services Brad Robeson [brobeson@northstarutilities.com](mailto:brobeson@northstarutilities.com) 888 847 7747 ext. 2171

**Level 3:**

Executive Vice President, NorthStar

Patrick Shaughnessy

[pshaughnessy@northstarutilities.com](mailto:pshaughnessy@northstarutilities.com) 888 847 7747 ext. 2151

- Relationship Management aimed at measuring the pulse of Customers and partners;
- Work Management aimed at capturing and monitoring effort, cost and work to be performed;
- Scope Management aimed at defining and controlling project scope;
- Risk Management aimed at planning, mitigating, tracking and monitoring risks;
- Deliverable/Acceptance Management aimed at ensuring that expected deliverables are delivered and accepted; and

- ***Financial/Contract Management aimed at monitoring project financial health.***

NorthStar proposes two (2) site visits by the NorthStar Project Manager throughout the NorthStar 6.4 upgrade/ Automation Platform Core Suites implementation project. The first site visit will be at Project Kick Off. The second site visit will be at Go LIVE Rehearsal.

## **3 AREAS WITHIN SCOPE**

### **3.1 Utilization Review**

The objective of the Utilization Review is to assess the City's current business processes, custom modifications and interfaces developed for the City, and identify areas where process change, reporting, automation, new add-ons or integrations could be implemented to maximize both software and resource utilization. This session will involve power users and/or managers working through the identified processes and documenting opportunities for improvement.

During a 5 day onsite review the NorthStar Business Consultant will work with Subject Matter Experts (SME) from each functional area reviewing current resourcing, responsibilities and business processes. Each will be documented and discussed in detail to allow for further evaluation and efficiency improvement recommendation. Efficiency recommendations may come in the form of process improvement, automation, configuration, report development, integration or application development or task reallocation between functional areas.

#### *3.1.1 Utilization Review Documentation*

The NorthStar Business Consultant will document discussions held during the 5 day onsite session. Upon completion of the onsite the Business Consultant will prepare a Utilization Review document detailing recommended process improvements and potential automation opportunities. Recommendations are fully documented under each functional area, and an Executive Summary is provided which serves to identify the items which will have the greatest value for the City. Results and recommendations of the Utilization Review will be provided to the City in a timely manner as mutually agreed upon during the Utilization Review. Harris will not unreasonably delay providing those results.

#### *3.1.2 Utilization Review Follow Up*

Upon delivery of the Utilization Review document the NorthStar Business Consultant will conduct a follow up discussion to review the document and recommended changes with the City. The Consultant will assist in determining what changes the City will implement and discuss all timelines around such implementation. NorthStar will provide estimates for any associated implementation services such as; additional training, additional automation programming, modification and integration development, report development and configuration assistance.

Recommended business process changes will not be implemented as part of this statement of work. If Santa Clara chooses to move forward with implementing any of the recommendations, a change order will be issued to assess the increase in effort, scope, duration, schedule impact, and pricing, as applicable.

### **3.2 Data Purging**

Santa Clara will proceed with purging data on their NorthStar 6.3.1 SQL database in preparation for their upgrade to NorthStar 6.4.

#### *3.2.1 Purge Process*

- Install the standard purge scripts NorthStar has developed for SQL Server.
- Run the purge scripts against the NorthStar TEST instance Provide Santa Clara with pre and post purge reports for validation purposes.
- Provide testing support during Customer validation of data purge.
- Upon Customer approval run the purge scripts against NorthStar production.
- Create User documentation to allow Santa Clara to execute the purge process on an as needed basis.

#### *3.2.2 User Acceptance Testing*

- Upon completion of the initial purge processes in NorthStar TEST, Santa Clara will have 30 business days for acceptance testing, during which time issues reported within the 30 days will be resolved at no charge provided they are part of the original scope of work. At that time the purge processes will be executed in the production environment on agreement from Santa Clara. NorthStar will not unreasonably delay testing. NorthStar and the City will review any time lost and mutually agree to a resolution. If the testing period extends past 30 business days, there will be an additional charge to execute the purge scripts in production unless a prior arrangement or extension has been agreed upon.

#### *3.2.3 Engagement Completion Criteria*

- The purge implementation is deemed completed and accepted if the following criteria is met:
  - The purge processes are completed within the production environment upon Santa Clara's approval.
  - 30 business days have elapsed from completion of the purge process in Santa Clara's LIVE environment.
  - There are no mutually agreed upon outstanding critical issues.
  - 9.2 See Appendix B for details (Page 29)

### **3.3 NorthStar 6.4 Upgrade**

- ***All upgrade activities to be performed remotely, unless otherwise requested.***

The scope of this statement of work is to upgrade Santa Clara's CIS NorthStar 6.3.1 to NorthStar 6.4.

Current integration/interfaces points that will be ported to the NorthStar 6.4 environment are:

- Itron Meter Reading System
- PeopleSoft FHRMS Financial System
- Infosend Bill Print

- Shoretel ECC Customer Contact Center
- Siemens MDMS
- Bank of America – Home Banking
- NorthStar eCARE Web Portal
- NorthStar Executive Information System
- NorthStar mCARE Paperless
- Bank Up Remittance Processing
- My Utilities Account or Harris NorthStar Customer Connect suite.
- NorthStar Reports Anywhere
- Metaviewer
- Meter Exchange
- PAP (BOA)
- ACC
- Cybersource
- Net Metering & Net Metering Phase 2 including credit control.
- Cybersecurity updates
- Summary Billing (if in place).

Hardware:

Epson 6000 III & IV printers.

PCI Compliance:

Screen Audit and Form Audit screens within NorthStar 6.4 do not, at any point, store or display sensitive data; ex: credit card numbers in clear text as it did in version 6.3.1.

CustomerConnect MR 5.1 Update:

Santa Clara's CustomerConnect will be updated to CC MR5.1 as part of the NorthStar 6.4 upgrade project. Testing of the maintenance release will be incorporated into the upgrade test plan and Go LIVE cut over activities. *See Appendix B below for list of Santa Clara enhancements ported to MR5.1.*

### 3.3.1 NorthStar 6.4 Upgrade & CustomerConnect MR5.1 Update Preparation

- Perform a review of Santa Clara's custom modifications and integration to ensure all applicable code has been merged into NorthStar 6.4.
- Work with Santa Clara to develop a site-specific test scripts for User and System Acceptance testing.
- Upon completion of the NorthStar 6.4 installation and CustomerConnect update perform internal validation testing on the new instance to ensure it is ready for training and testing. NorthStar be



testing core functionality. Santa Clara-specific processes will be tested as part of the System and User Acceptance testing phases.

### *3.3.2 NorthStar 6.4 Installation & Add Ons Migration*

- Prior to creating the NorthStar 6.4 TEST environment NorthStar will provide a detailed installation checklist; configuration changes, tasks needed to be done, processes to be run, patches to be applied, etc.
- Install NorthStar 6.4 application and database on new TEST server(s).
- Upgrade NorthStar database from 6.3.1 to 6.4 (will be on new 2012 DB server)
- Migrate, eCARE, mCARE, Meter Exchange, EIS and Reports Anywhere to TEST new server(s) and redirect to the NorthStar 6.4 TEST instance.
- Install NorthStar Navs and configure access to the NorthStar Add Ons TEST servers where applicable.
- Update CustomerConnect TEST to MR5.1 and point to NorthStar 6.4 TEST
- Deploy Core Suite workflow templates to Santa Clara's NorthStar TEST environment.
- Provide a detailed checklist of all steps to deployment.
- Review the AP Workflow Implementation Checklist with the Santa Clara Team.
- Santa Clara will have two weeks to review and revise the Implementation Checklist as required.
- Configure each automated process based on Santa Clara's Implementation Checklist.

### *3.3.3 NorthStar Payeezy Integration*

- *NorthStar will develop an integration with Bank of America Payeezy software that will allow all credit card encrypted numbers to be tokenized. This will then be used in the NorthStar PAP File Create process which will result in the file being created with no credit card numbers in clear text*
- NorthStar will obtain tokens from Payeezy to map to existing pre-authorized accounts within the NorthStar database.

- NorthStar will utilize the Payeezy API to automatically obtain tokens through new pre-authorized registration from within NorthStar or CustomerConnect.
- NorthStar will modify the PAP File Create process to create the file with tokens instead of credit card numbers.
- Process documentation to be provided as a project deliverable.

#### 3.3.4 NorthStar 6.4 Training Provided

##### **NorthStar Product Orientation Session:**

The Product Orientation session is held, via WebEx sessions, with the Core user group as the first stage of the setup portion of the upgrade implementation project. The objective of the orientation session is to introduce the users that have been working on the NorthStar 6.3.1 software to the new version of the product, NorthStar 6.4. There will be time spent on initiation to the navigation of the application, as well as reviewing the business processes specific to the City.

##### **End User Training:**

Santa Clara is using a train the trainer approach for the NorthStar 6.4 upgrade. As such, Santa Clara's Subject Matter Experts are expected to provide any End User training on the product as required.

#### 3.3.5 NorthStar 6.4 & CustomerConnect System Acceptance Testing (SAT)

- NorthStar will work with Santa Clara to develop a site-specific upgrade test script for System Acceptance testing. Upon completion of testing Santa Clara will submit a signed copy of the SAT script confirming all areas of NorthStar 6.4 and CustomerConnect MR5.1 have been successfully reviewed as a prerequisite for NorthStar to schedule the User Acceptance testing activities.
  - The following criteria will be used to evaluate whether the upgrade has been successful.
    1. A check of row counts and balances will be done for example a count of rows in each table in the source and target can be compared considering any expected differences. Certain reports can be run in each environment to help ensure all records have been migrated.
    2. Basic testing of the environment performed by the City's SME's to check all major functionality
      - a. Can we see expected data in the screens of each module
      - b. Run major programs/ reports in each module
    3. Check customizations are in place
    4. Check all interfaces/integrations
    5. Review all key values

6. The refresh was done according to checklist without any major deviations.
- This testing is not intended to be major system testing, but quick verification to make sure all major components are in place.
  - Review the findings after the verification and if there are major issues with the refresh – critical components not included in the checklist make the decision to run the refresh again. This should not be counted as an additional refresh. A NorthStar Application Consultant will provide one week of onsite assistance during System Acceptance testing. Santa Clara will have four weeks to complete the initial round of System Acceptance Testing. NorthStar will have two weeks of remediation for all priority 1 issues. Santa Clara will then have two weeks of remediation testing prior to scheduling User Acceptance testing and End User training activities. *Note that any delays caused by NorthStar will not be included in the 6 week SAT testing window.*
  - There should be no outstanding critical issues, as mutually agreed upon, upon complete of SAT.
  - For Automation Platform provide System Acceptance testing support up to a maximum of 14 hours. If Santa Clara needs to extend the testing efforts, NorthStar will provide a change order for the extended testing services. *Note that any delays caused by NorthStar will not be included in the UAT testing window.*<sup>▲</sup>
  - Workflows will be provided for testing in an iterative manner, as configuration is completed. Santa Clara will have 2 business days, per workflow, to complete testing.
  - Once all SAT has been completed NorthStar will have 10 days to execute any configuration changes required.
  - If a project delay is encountered due to external factors outside of NorthStar’s control, and System Acceptance Testing needs to extend beyond the initial four week and subsequent two week windows for SAT remediation testing NorthStar and Santa Clara will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

### 3.3.6 NorthStar 6.4 & CustomerConnect User Acceptance Testing (UAT)

- NorthStar will work with Santa Clara to develop a site-specific upgrade test script for User Acceptance testing. Upon completion of testing Santa Clara will submit a signed copy of the UAT script confirming all areas of NorthStar 6.4 and CustomerConnect MR5.1 have been successfully reviewed as a prerequisite for scheduling Go Live activities.

- A NorthStar Application Consultant will provide 1 week of onsite assistance during User Acceptance testing Santa Clara will have four weeks to complete the initial round of User Acceptance Testing. NorthStar will have two weeks of remediation for all priority 1 issues. Santa Clara will then have two weeks of remediation testing prior to scheduling End User Training and Go LIVE. *Note that any delays caused by NorthStar will not be included in the 6 week UAT testing window.*
- Upon completion of User Acceptance testing of all applicable workflows NorthStar will redeploy all workflows to NorthStar *To Be Live* environment.
- For Automation Platform, provide a detailed checklist of all steps to deployment.
- Upon completion of User Acceptance testing of all applicable workflows NorthStar will redeploy all workflows to NorthStar *To Be Live* environment.
- Export configured rules from NorthStar TEST and import to NorthStar *To Be Live* environment.
- Perform internal sanity testing on deployment and configuration from NorthStar TEST to *To Be Live* environment.
- Santa Clara will have 2 days, per workflow, to complete User Acceptance testing.
- If a project delay is encountered due to external factors outside of NorthStar's control, and User Acceptance Testing needs to extend beyond the initial four week and subsequent two week windows for UAT remediation testing NorthStar and Santa Clara will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

### 3.3.7 NorthStar 6.4 Data Refreshes

- NorthStar will perform four successful data refreshes throughout the 6.4 upgrade and CustomerConnect update project:
  - Initial data refresh will be included with the installation of NorthStar 6.4 and update of CustomerConnect for SAT.
  - Second data refresh will be performed upon completion of SAT, in preparation for UAT.
  - Third data refresh will be performed as part of the Go LIVE rehearsal and End User training.
  - Final data refresh will be performed upon Go LIVE cutover. Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project.
- A detailed checklist will be created by NorthStar and the City, to include all tasks needed to accomplish the data refresh/database upgrade. This checklist will be monitored for errors and

updated by NorthStar as required. Criteria will be developed for what is a successful data refresh (i.e. no errors when accessing the system, all components work successfully, all customizations in place).

#### *3.3.8 NorthStar 6.4 Go LIVE Rehearsal*

- Produce a full checklist of all activities to upgrade NorthStar and update CustomerConnect, with dependencies and training.
- Install NorthStar 6.4 application on *To Be LIVE* environment.
- Upgrade database from 6.3.1 to 6.4.
- Migrate, eCARE, mCARE, Meter Exchange, EIS and Reports Anywhere to new *To Be Live* server(s) and redirect to the NorthStar 6.4 *To Be LIVE* instance.
- Refresh CustomerConnect TEST from production and walk through checklist to update to MR5.1.
- Provide a detailed checklist of all steps to deployment of AP workflows.
- Upon completion of System Acceptance testing deploy Core Suite workflow templates to Santa Clara's NorthStar *To Be LIVE* environment.
- Export configured rules from NorthStar TEST and import to NorthStar *To Be LIVE* environment.
- Perform internal sanity testing on deployment and configuration from NorthStar TEST to *To Be LIVE* instance.

#### *3.3.9 NorthStar 6.4 & CustomerConnect Go LIVE Cut Over*

- Produce an updated full checklist of all activities with dependencies and expected things
- Upgrade Production database from 6.3.1 to 6.4.
- Update CustomerConnect production to MR5.1 and redirect to NorthStar 6.4 LIVE.

#### *3.3.10 NorthStar 6.4 & CustomerConnect Post LIVE*

- Provide dedicated post LIVE support for forty five business days prior to transition back to NorthStar Support Services.

- Refresh NorthStar TEST database from Production.
- Create NorthStar 6.4 DEV environment.
  - Install NorthStar 6.4 application on DEV environment.
  - Install NorthStar Navs and configure access to the NorthStar Add Ons DEV servers where applicable.
  - Upon creation of 6.4 DEV environment redeploy all workflows from NorthStar TEST environment.
  - Perform internal sanity testing on deployment and configuration from NorthStar TEST to NorthStar DEV.
- Migrate, eCARE, mCARE, Meter Exchange, EIS and Reports Anywhere to new DEV server(s) and redirect to the NorthStar 6.4 DEV instance.
- Update CustomerConnect DEV to MR5.1 and redirect to NorthStar 6.4 DEV.

### *3.3.11 Santa Clara Responsibilities*

Following are the key responsibilities of Santa Clara under this agreement:

1. Manage the project overall.
2. Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any non-production server that the NorthStar applications reside on for the duration of the upgrade project.
3. Santa Clara cannot allow access to the working production system during business hours except to view and even then by arrangement. Changes to the production environment will go through change control. NorthStar will abide by the City's change processes.
4. Ensuring that underlying infrastructure for NorthStar 6.4 is acquired and installed by the required time per agreed upon project plan (Note: Minimum specifications for servers and workstations should be discussed and agreed upon at commencement of project).
5. Installing server(s) with appropriate network connectivity.
6. Installing operating system and partitioning disk space.
7. Installing database software.
8. Installing NorthStar 6.3.1 database for all 4 data refreshes.
9. Creating users at the operating system level.
10. Configuring peripheral devices (printers, scanners, cash drawers, etc.).
11. Installing VPN connection.
12. Configuring back up and maintenance routines for new database.
13. Installing Java 8 on Client workstations.

14. Testing hardware components and environment.
15. Securing of the communication between NorthStar and the Payeezy API; Payeezy and Santa Clara will chose a security methodology conbsistent with their requirements and policies. It is understood that they require security that is in line with TLS 1.2. NorthStar will be calling their API and it is the Santa Clara's responsibility to advise NorthStar how to connect securely.
16. Conducting upgrade testing, including integration and interface testing.
17. Conducting User Acceptance testing.
18. Conducting with End User Training.
19. Leading Go LIVE activities

### 3.3.12 Engagement Completion Criteria

#### **NorthStar 6.4 Upgrade & Customer Connect Update**

The Upgrade Engagement is deemed completed once upgraded application has been deployed to the live environment for forty five business days and that any Priority 1 items raised during that period have been resolved. NorthStar has the exclusive right to classify call types according the definitions below.

Call Type	Definition
<b>Priority 1 – Urgent or High Priority</b>	<ul style="list-style-type: none"> <li>• System Down (Software Application, Hardware, Operating System, Database)</li> <li>• Impacts Critical Business Function without a workaround</li> <li>• Performance issues of severe nature impacting critical processes.</li> </ul>
<b>Priority 2 – Medium Priority</b>	<ul style="list-style-type: none"> <li>• System errors that have workarounds</li> <li>• Impact to business function is not critical: <ul style="list-style-type: none"> <li>• Performance issues not impacting critical processes</li> <li>• Usability issues</li> <li>• Workstation connectivity issues (Workstation specific)</li> </ul> </li> <li>• Minimal or no impact to critical business function</li> </ul>
<b>Priority 3 – Low Priority</b>	<ul style="list-style-type: none"> <li>• Report formatting issues</li> <li>• Training questions, how to, or implementing new processes</li> <li>• Aesthetic issues</li> <li>• Issues with workarounds for large majority of accounts</li> <li>• Recommendations for enhancements on system changes</li> <li>• Questions on documentation</li> </ul>

## 3.4 Areas Out of Scope

Anything in this section and not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

- Business Process Review

- Additional User training if required above End-User training.
- Post Live NorthStar Refresher training if deemed required following Go LIVE.
- Migrating automated scheduled tasks – scripts generated by City of Santa Clara
- Automation Platform User training on the NorthStar workflow editor
- Customized rules or workflows
- Rules development of workflow bundles not considered within the Core Automation Suite



## 4 ESTIMATED TIMELINE

The estimated duration of this engagement is approximately five months. The assumption is that the Purge project, Utilization Review project, NorthStar 6.4 Upgrade project and Core Automation Suite project will kick off simultaneously. In order to accommodate this approach Santa Clara will assign Project Leads for each engagement, and each Lead will have experience in the day-to-day operations and will work closely with the NorthStar Consultants to resolve issues as required. Adherence to the project plan and timeline is critical. NorthStar will prepare a formal project plan and timeline upon acceptance of this statement of work. Santa Clara will review, provide comments on, and provide NorthStar with approval of the project plan and timeline. *See Appendix B below for sample Implementation Project Plan.*

There are a number of factors to be considered that will have an associated un-planned increase in effort and will therefore impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into the final Go LIVE date and may result in additional cost. NorthStar will notify Santa Clara of any increase in effort and will provide Santa Clara with a Change Order according to section 5 Change Management Process. These factors include:

- Data:
  - Data clean-up (if required) by Santa Clara.
  - Amount of data – consideration needs to be given to the amount of historical data required and how long it will take to obtain the data.
- Peripherals:
  - An increase or replacement of equipment with the upgrade (i.e. cash drawer).

## 5 CHANGE MANAGEMENT PROCESS

NorthStar will maintain the SOW with formal documentation denoting agreed upon changes. Santa Clara and NorthStar may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The Change Order form must be used for all change requests. NorthStar shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order form signed by the designated representatives from both parties.

Upon identifying the need for a change, NorthStar shall submit the change on our standard Change Order form describing the change, including the impact of the change on the schedule, fees and expenses.

Within 5 consecutive business days of receipt of the change order form, Santa Clara shall either indicate acceptance or rejection of the proposed change by signing the Change Order form or any other period of time mutually agreed to by the parties. If NorthStar is advised not to perform the change, then NorthStar shall proceed only with the original services. In the absence of Santa Clara acceptance or rejection of the Change Order, NorthStar will not perform the proposed change.

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. Organization shall not be charged for any delays to the project schedule or changes in effort for delays that are attributable solely to the actions or inactions of NorthStar. Where delays are caused by both parties, any additional costs shall be shared in proportion to each party's contribution to the cost of those delays. A sample change order is presented in Appendix "C"

## 6 FEES & PAYMENT SCHEDULE

### 6.1 Fees

Utilization Review, Data Purge, Automation Platform & Upgrade Services			
Description	Estimated Effort (Hours)	Hourly Rate	Total
<i>Project Management</i>	270	\$200	\$54,000
<i>Utilization Review Session</i>	40	\$200	\$8,000
<i>Utilization Review Documentation</i>	32	\$200	\$6,400
<i>Utilization Review Follow Up</i>	8	\$200	\$1,600
<i>Create Install Purge Scripts</i>	2	\$200	\$400
<i>Execute Purge Script (TEST)</i>	6	\$200	\$1,200
<i>Purge Validation Testing Support</i>	7	\$200	\$1,400
<i>Execute Purge Scripts (production)*</i>	5	\$300	\$1,500
<i>Upgrade Preparation</i>	24	\$200	\$4,800
<i>NorthStar 6.4 Installation</i>	40	\$200	\$8,000
<i>NorthStar Add Ons Installation</i>	20	\$200	\$4,000
<i>Payeezy Integration Development</i>	96	\$200	\$19,200
<i>Payeezy Integration Validation Testing</i>	18	\$200	\$3,600
<i>NorthStar Internal Validation Testing</i>	24	\$200	\$4,800
<i>NorthStar 6.4 Product Orientation Training</i>	12	\$200	\$2,400
<i>User Acceptance Testing Support (Onsite &amp; Remote)</i>	140	\$200	\$28,000
<i>System Acceptance Testing Support (Onsite &amp; Remote)</i>	100	\$200	\$20,000
<i>Go LIVE Rehearsal</i>	40	\$200	\$8,000
<i>Go LIVE Cut Over*</i>	36	\$300	\$10,800
<i>Upgrade Post LIVE Support</i>	80	\$200	\$16,000
<i>AP Core Suite Implementation</i>	75	\$200	\$15,000
<i>5% Technology, Administration &amp; Communication Fee</i>			\$10,955
<b>Project Total</b>	1075		\$230,055

*\*As this work must be performed over a weekend an after-hours premium applies to this service*

## **6.2 Payment Schedule**

Any mutually agreed upon change controls will be billed at \$200/hour when incurred. An additional amount equal of 5% of the total fees billed has been included in the fee charged to cover technology, communication and administrative costs. Price excludes any applicable taxes.

The NorthStar fees for the scope of services described in this Statement of Work, including the 5% technology, communication and administrative fee, is \$230,055 USD based on fixed price plus any travel and logistics (T&L) which may be required.

### **Milestones & Payment Schedule**

1. Contract signing – 35%, \$80,519.25
2. Base solution installed within Santa Clara’s non-production environment, 15%, \$34,508.25
3. Completion of purge process within production environment, 10%, \$23,005.50
4. User Acceptance Testing sign off received, 15%, \$34,508.25
5. NorthStar 6.4 Go LIVE cut over, 15%, \$34,508.25
6. Upgrade Project Acceptance (45 days post go live), 10%, \$23,005.50
7. This is expressly subject to section 34 of the Agreement entitled “Retention.”

Invoices are payable upon receipt.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

## **6.3 Travel & Living Expenses**

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this engagement. NorthStar will adhere to the City’s travel policies. All travel to be approved prior to booking. NorthStar estimates five site visits during this implementation:

- Project Kick Off with NorthStar PM (5 days), as per section 3.1 *Project Approach*
- Utilization Review Session with Application Consultant (5 days), as per section 3.2. *Areas Within Scope*
- NorthStar 6.4 Upgrade User Acceptance Testing with Application Consultant (5 days), as per section 3.2. *Areas Within Scope*
- NorthStar 6.4 System Acceptance Testing with Application Consultant (5 days), as per section 3.2. *Areas Within Scope*
- Go LIVE Rehearsal with NorthStar PM (5 days), as per section 3.1 *Project Approach*

## 7 TERMINATION

Unless NorthStar and/or the City of Santa Clara exercises its right to terminate this SOW due to material breach or default, NorthStar must provide, and Santa Clara must purchase, services from NorthStar for the items defined within this SOW.

If Santa Clara and/or NorthStar exercises its right to terminate this SOW due to material breach or default, or Santa Clara and/or NorthStar terminates this SOW without cause,

Santa Clara's obligation includes the following:

1. Provide notice of 10 business days for termination without cause;
2. Return the software to NorthStar and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to NorthStar. (if applicable)
3. Complete payment for services performed and expenses incurred prior to termination including:
  - a. Any amounts previously invoiced but unpaid;
  - b. Fees for services performed through the termination date which has not been invoiced; and
  - c. Any approved travel and living costs.

NorthStar's obligation includes the following:

1. Provide notice of 10 business days for termination without cause;
2. Refund to Santa Clara any fees that have not been earned under this SOW through the termination date.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

## 8 PROJECT ASSUMPTIONS

The services, fees and delivery schedule for this engagement are based upon the following assumptions:

### 8.1 General Assumptions:

- Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to NorthStar during this engagement for review and consideration.
- This engagement currently has, and will continue to have, the support of senior Santa Clara management and will be assigned sufficient priority with respect to other projects to ensure its success.
- Santa Clara will assign a Lead to act as an internal resource and guide throughout this engagement.
- Santa Clara will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required. It is expected that the individuals involved will have experience in Santa Clara's day-to-day operations and will work closely with the NorthStar Consultants to resolve issues as required. The main purpose of this interaction is to provide a quick and consistent response to procedural issues.
- Santa Clara will provide access and support from the IT group and any other stakeholder, as deemed necessary by NorthStar throughout this engagement.
- Santa Clara agrees to facilitate any required corporate logistics for the fulfillment of this agreement.
- Santa Clara will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Santa Clara when accessing the Santa Clara's network, facilities or systems.
- Santa Clara to ensure the appropriate staff are available to work with the NorthStar resources while onsite for the Utilization Review. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the Consultants to resolve issues, requests or questions as required.

- NorthStar will not change staffing without consulting Santa Clara.
- Should Santa Clara have concerns with regards to any of the NorthStar resources assigned to their engagement they will advise the NorthStar VP of Professional Services, who will work with them to mutually resolve staffing concerns
- Santa Clara can request key NorthStar resources to be assigned to their engagement and NorthStar will take these requests into consideration when resourcing the Santa Clara project.
- Santa Clara will provide a training room complete with workstations for their staff for the NorthStar onsite activity. This is to allow the NorthStar Consultant and Santa Clara Team members to focus on the implementation activity without any external interruptions.
- All documentation provided by Santa Clara shall be up-to-date and accurate or if that is not the case, advise NorthStar as such.
- All hardware, software, and network components supplied by Santa Clara are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
- All third-party software and hardware products are assumed to perform correctly in Santa Clara's environment, in accordance with the appropriate third-party vendor's specifications.
- To minimize project costs, majority of project work will be performed at one of the NorthStar's locations. NorthStar will determine the project activities requiring performance onsite.
- Price does not include Santa Clara approved travel and living expenses that may be required as part of the delivery of the engagement. (i.e. air fare, car rental, gas, per diem and hotel) NorthStar will work with Santa Clara to identify most cost effective accommodations for Santa Clara's onsite activities that are mutually agreed upon.
- Any new NorthStar add-ons currently not within the North Star 6.3.1 environment will be considered at an additional cost and effort.

## 8.2 Purging Assumptions:

- NorthStar 6.3.1 LIVE, TEST & DEV 6.3.1 applications have identical code base and configurations.
- The Purge process for the LIVE instance will need to be run over a weekend to ensure there is no impact on in the production environment.
- Santa Clara will not perform any data refreshes of the NorthStar TEST system during the Purge validation testing phase. Should a data refresh be required there will be an additional charge for NorthStar to execute the purge scripts.

## 8.3 NorthStar 6.4 Upgrade Project Assumptions

- NorthStar LIVE, TEST & DEV instances are at the same release level. NorthStar MDM will require a code merge of the applicable MDM programs to the NorthStar 6.4 base code. MDM specific work, such as the code merge mentioned above, will be funded by the City's MDM project. The City agrees to pay for the code merge effort as part of their MDM project. *MDM activity will not be part of the NorthStar 6.4 upgrade project, but will be scoped separately at a later date.*

- Santa Clara data provided will be complete and clean. It is the responsibility of Santa Clara to clean data if deemed required due to the identification of inaccurate entries. However if there are issues in the 6.3.1 software that have allowed invalid data to be entered into system unknowingly to Santa Clara – NorthStar will address these issues.
- All data refreshes will be performed during regular business hours, 8:00 a.m.-5:00 p.m. PST, with the exception of Live cut-over which will be performed over a weekend
- For the Payeezy integration development NorthStar NorthStar will have access to a functioning Payeezy API accessible from the NorthStar Development environment.
- Santa Clara has no special print handling requirements; ex: paper source, special commands, etc.

## **8.4 NorthStar Core Automation Suite Project Assumptions**

- The Core Automation suite consists of 19 workflows. NorthStar will configure up to a maximum of 30 business processes using the core 19, should multiple iterations of a workflow be required. If additional instances of a workflow are requested or required a change order will be provided by NorthStar.
- NorthStar Core Suite deployment, configuration and testing services will be completed remotely. NorthStar will make sure the version of 6.4 they install is appropriate for this complete SOW. As they are being developed simultaneously.
- Santa Clara resources will be available as required. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the technical consultant to resolve implementation issues and answer checklist questions as required. The main purpose for this interaction is to provide a quick and consistent response to issues so that the technical consultant is not required to contact a large number of users. Any delays in the project due to Santa Clara's resource availability will be subject to a CO.
- Santa Clara's staff will perform acceptance testing as per the timelines provided in the project plan.
- If a project delay is encountered due to external factors outside of NorthStar's control, NorthStar and Santa Clara will analyze the results of this external factor on the project timeline to determine if there is a need for a Change Request to reflect a substantial change to the project plan, budget, or timeline.



## 9 APPENDIX A – NORTHSTAR 6.4 – TYPICAL HARDWARE RECOMMENDATIONS

Optimal Hardware	Optimal Software
<b>NorthStar CIS 6.4 Application &amp; Database Server</b> <ul style="list-style-type: none"> <li>• Quad Xeon Processor (required)</li> <li>• 2 x Quad Xeon Processor (recommended)</li> <li>• 64GB Memory</li> <li>• 1000GB 15K (minimum)</li> <li>• 1000GB 15K SSD or SSHD (recommended)</li> </ul>	<b>NorthStar CIS 6.4 Application &amp; Database Server</b> <ul style="list-style-type: none"> <li>• Windows 2012 64 Bit</li> <li>• Wildfly</li> <li>• Java 8.0</li> <li>• SQL Server 2012</li> </ul>
<b>NorthStar CIS Production Extension Server (Reports Anywhere, eDocs)</b> <ul style="list-style-type: none"> <li>• Dual Xeon Processor</li> <li>• 16GB Memory</li> <li>• 2 X 72GB 15K SAS Drives</li> </ul>	<b>NorthStar CIS Production Extension Server</b> <ul style="list-style-type: none"> <li>• Windows 2012 Standard 64 bit</li> </ul>
<b>NorthStar CIS Production Extension Server (CustomerConnect)</b> <ul style="list-style-type: none"> <li>• Dual Xeon Processor</li> <li>• 32GB Memory</li> <li>• 500GB 15K SAS Drives</li> </ul>	<ul style="list-style-type: none"> <li>• </li> </ul>
<b>NorthStar CIS 6.4 Client Computer</b> <ul style="list-style-type: none"> <li>• Quad Core CPU (Intel Core2, AMD Phenom...)</li> <li>• 40GB hard drive (or higher)</li> <li>• 4GB Memory (minimum)</li> <li>• 8GB Memory (recommended)</li> <li>• Minimal resolution: 1360 x 786</li> </ul>	<b>NorthStar CIS 6.4 Client Computer</b> <ul style="list-style-type: none"> <li>• Windows 10 (32 or 64)</li> <li>• Windows 7 (32 or 64)</li> <li>• JRE 6.0 or latest</li> <li>• Microsoft Office 365 or Pro Plus</li> </ul>

## 10 APPENDIX B – SANTA CLARA CUSTOMERCONNECT MODIFICATIONS

Issue Type	Key	Summary
Enhancement	<a href="#"><u>CCS-2241</u></a>	Add HSTS support
Enhancement	<a href="#"><u>CCS-2205</u></a>	Create an audit trail of all emails sent out of CustomerConnect
Enhancement	<a href="#"><u>CCS-2186</u></a>	Generate temporary passwords so Admin/Csr's can assist customers in resetting passwords
Enhancement	<a href="#"><u>CCS-2184</u></a>	Replace 'X' as logoff
Enhancement	<a href="#"><u>CCS-2183</u></a>	Credit card expiration should not be a calendar
Enhancement	<a href="#"><u>CCS-2181</u></a>	Pre-populate customer info in one-time payment
Enhancement	<a href="#"><u>CCS-2144</u></a>	Provide a viewable audit trail for one-time payments
Enhancement	<a href="#"><u>CCS-2095</u></a>	Move in registration form note should be configurable
Enhancement	<a href="#"><u>CCS-2091</u></a>	Ability to mask account number and occupant code and not print user ID in emails
Enhancement	<a href="#"><u>CCS-2015</u></a>	Convert all text to uppercase when transferring to CIS
Enhancement	<a href="#"><u>CCS-2013</u></a>	Information Viewable when Transferring Service Orders
Enhancement	<a href="#"><u>CCS-2009</u></a>	Text on Create service order page should be configurable
Enhancement	<a href="#"><u>CCS-1962</u></a>	Customer portal links customizable
Enhancement	<a href="#"><u>CCS-1951</u></a>	Registered Move in: should be able to create a move in that does not generate a move out
Enhancement	<a href="#"><u>CCS-1945</u></a>	Hide bank name label
Enhancement	<a href="#"><u>CCS-1941</u></a>	Refine the look of the external move-in questionnaire form
Enhancement	<a href="#"><u>CCS-1940</u></a>	Have the ability to change the link label for 'Click Me'
Enhancement	<a href="#"><u>CCS-1936</u></a>	Search by email address in Search Service Orders in CustomerConnect returns no result
Enhancement	<a href="#"><u>CCS-1884</u></a>	Payments made through Cybersource do not send email receipt
Enhancement	<a href="#"><u>CCS-1872</u></a>	Add a custom note to explain the selected service order
Enhancement	<a href="#"><u>CCS-1871</u></a>	Provide support for iPad and other mobile devices.
Enhancement	<a href="#"><u>CCS-1870</u></a>	Notification alerts amount does not include a sum total from all services
Enhancement	<a href="#"><u>CCS-1868</u></a>	Print from print analyzer
Enhancement	<a href="#"><u>CCS-1866</u></a>	Allow for 'Payment Plan' tab name to be configurable

<b>Enhancement</b>	<u><a href="#">CCS-1857</a></u>	Review and adjust Login form to enhance usability
<b>Enhancement</b>	<u><a href="#">CCS-1856</a></u>	Auto-tab when entering the phone number, in between sets of numbers
<b>Enhancement</b>	<u><a href="#">CCS-1854</a></u>	No reading history should show N/A instead of blank
<b>Enhancement</b>	<u><a href="#">CCS-1853</a></u>	When NorthStar is not available, CustomerConnect should display a message
<b>Enhancement</b>	<u><a href="#">CCS-1852</a></u>	Filter by Date Range Calendar month drop down
<b>Enhancement</b>	<u><a href="#">CCS-1851</a></u>	Payment plan disclaimer should be different after signup
<b>Enhancement</b>	<u><a href="#">CCS-1849</a></u>	Allow past due notices to also be displayed as one for all services
<b>Enhancement</b>	<u><a href="#">CCS-1838</a></u>	CC - Need ability to disable CC footer (since we already have a marketing footer)
<b>Enhancement</b>	<u><a href="#">CCS-1805</a></u>	Various Issues on the bill pay screen
<b>Enhancement</b>	<u><a href="#">CCS-1804</a></u>	Pay My Bill Screen Issues
<b>Enhancement</b>	<u><a href="#">CCS-1780</a></u>	Various items for bill pay screen
<b>Enhancement</b>	<u><a href="#">CCS-1757</a></u>	creating a service order - have a mouseover text over the '+' sign as an indication to create service order
<b>Enhancement</b>	<u><a href="#">CCS-1622</a></u>	CustomerConnect should pull Stat holidays from Holidays when choosing a service date
<b>Enhancement</b>	<u><a href="#">CCS-1612</a></u>	Make legacy user registration message configurable
<b>Enhancement</b>	<u><a href="#">CCS-1534</a></u>	Need to provide integration to Cybersource for credit card processing

## 11 APPENDIX C – PURGE FOR SQL SERVER

### ***Objective***

The purpose of this document is to outline the steps for using the purge process developed for NorthStar SQL Server environments.

The purge process has been grouped into like lists of tables. Billing history, for example groups the balance history, cashiering history and journal history tables. When running the purge users can select as many or as few groups as they wish. An additional benefit of running by groups is that it allows the option of selecting different dates to be used for different groups. For example, billing history can be purged for '2008-12-31' and reading history can be purged for '2007-01-01'

Three stored procedures have been developed. They do not need to be run together and all three will operate separately. The first procedure is ***sp\_PurgeData*** that will allow the user to select which table grouping they wish to purge, a destination database and a purge date, then delete those tables from the source database (depending on which database the procedure is running) .. The user will tell the program which table grouping should be purged. More detail is given below in the examples. The third procedure, ***sp\_PurgeFinals***, is to purge "finalled" accounts that have no balance and a zero balance on any deposits.

The five groupings are:

#### **Billing History**

- pu\_balance\_hist
- pu\_balance\_his\_d
- puusgbld
- pu\_defer\_ard
- pucrscore
- pu\_misc\_bill
- pujhaccd
- pujhstat
- pujhmtrd
- pujhcrbd
- pu\_pay\_arrangh
- pu\_pay\_arrange
- ichrecpt
- ichtrand
- ichmiscd
- ichpaymd
- ichappld
- ichinvoice

#### **Reading History**

pu\_elec\_hist  
pu\_water\_hist  
pu\_gas\_hist

#### **Call History**

csrletrd  
csr\_acct-addr  
csr\_acct\_info  
csr\_contacts  
csraccount  
csraccount\_pay  
csracssah  
csrcalld  
csrchgd  
csrcglref  
csrcmpld  
csrcustr  
csrhours  
csrletrh  
csrpypln  
csrsched  
csrstatd

#### **Comment History**

pu\_pcb\_comments

#### **Alerts**

tick\_list

#### **Audit Events History**

audit\_evnts

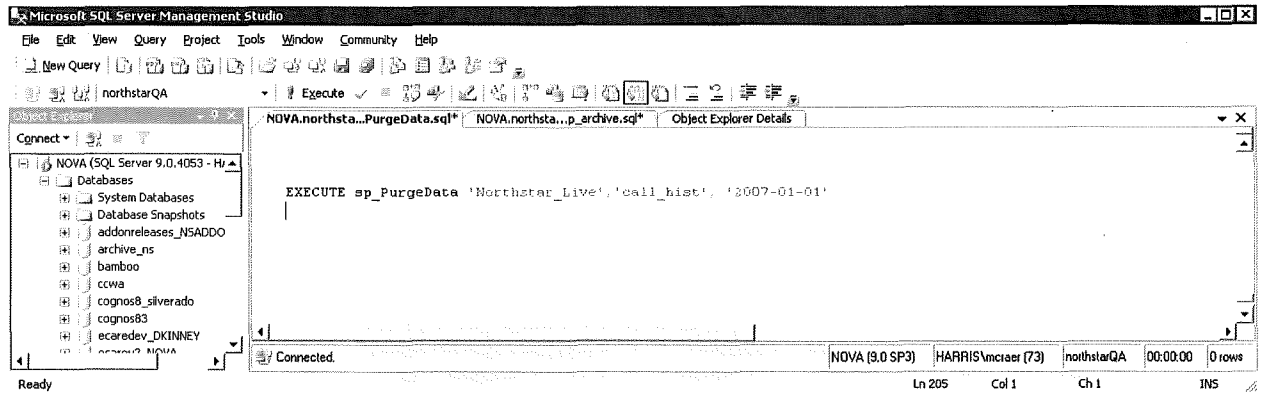
### **Purge Process**

The purge process has been broken out by module and allows the user to control which sets of tables are purged.

#### **Arguments:**

1. Database name
  2. Table grouping, the names of the groups are as follows:  
call\_hist  
billing\_hist  
reading\_hist  
comment\_hist  
audit\_events
- ticklers

### 3. Purge date



In the example above all tables in the call history group will be purged on the NorthStar\_Live database prior or equal to 2007-01-01. You don't need to be running the procedure from the database where you are purging, as long as it is on the same server you are currently connected to.

### Purge Finalled Accounts

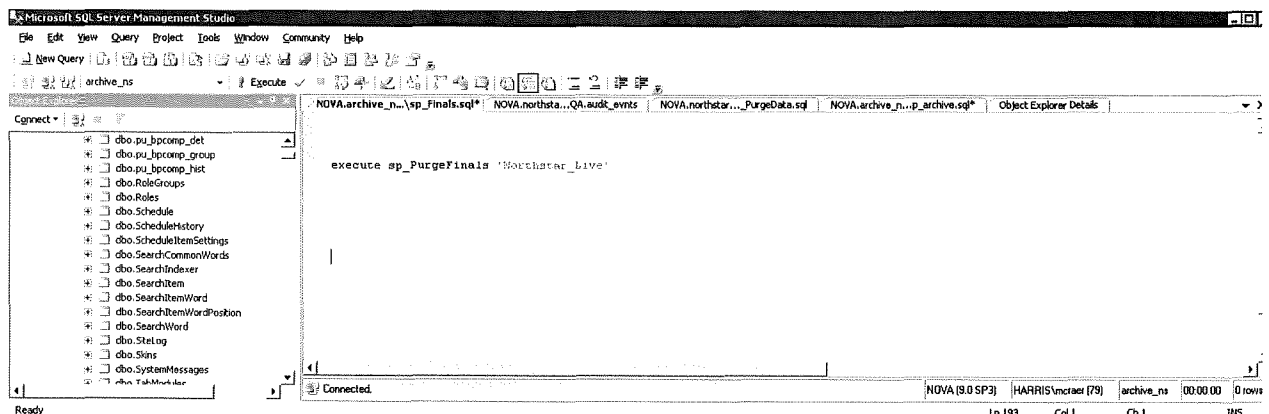
This stored procedure will delete all accounts, services and history from any accounts that meet **ALL** of the following criteria:

1. All services on the account are finalled
2. All services on the account have a zero balance
3. The account has a zero balance on deposits (if any)

For those accounts that pass the above tests the stored procedure will remove all history , deposit, payment plan, service and account information for that account, occupant combination.

This procedure should only be run after the above purge procedure has been run.

There is only one argument that needs to be passed in, the name of the database.



## 12 APPENDIX D – SAMPLE CHANGE ORDER

ORGANIZATION NAME: CITY OF SANTA CLARA, CA

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**Vendor:** NorthStar Utilities Solutions; a Division of Harris Computer Systems

**Date:**

**Change Order Number:** XX

**Project Description:** NorthStar Upgrade Project

**Requested By:** City of Santa Clara, CA Project Manager

Scope of Change Requested:

- 

Assumptions and Other Requirements:

- 

Reason for Change Request:

- 

Start Date:

Cost Impact ☐ No Cost Impact

☐ Cost Increase of

☐ Cost Decrease of

Schedule Impact

QUOTATION & PAYMENT TERMS	NOTES AND ATTACHMENTS
<ul style="list-style-type: none"><li>- XX % due on signing</li><li>-</li></ul>	



**A signature below will serve as authorization to proceed with this quotation. Please sign and return this by fax to: 613-482-4874.**

**Approval (signature and date):**

City of Santa Clara Approval _____			
City of Santa Clara Project Manager _____			
NorthStar Project Manager _____			
<b>Change is</b>	<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Denied</b>	<b>Date</b> _____



# ***Statement of Work***

***City of Santa Clara***

## ***Core Automation Suite Subscription***



**NORTH|STAR™**  
UTILITIES SOLUTIONS

Prepared for:  
City of Santa Clara, CA  
August 17, 2017  
Version 2.1

**SOW VALID UNTIL: November 17, 2017**

## Revision Control

**Document Title:** City of Santa Clara – Harris NorthStar – Core Automation Suite Subscription SOW

**Author:** NorthStar Professional Services

**File Reference:** City of Santa Clara - Harris NorthStar - Core Automation Suite Subscription SOW.Docx

Version	Date	Author	Details / Comments
Version 1.0	2016/02/09	Carrie Lawlor	Version 1
Version 1.1	2016/06/13	Mary Lee Whitehead	Edits as per Santa Clara review
Version 1.2	2017/08/08	L Faulker	Inclusion of Terms and Conditions
Version 2.1	2017-08-17	L. Faulkner	Change of Format. City Exhibit A and NS Sow moved per Santa Clara's instruction. Milestone page removed. Version # and dates updated.

# 1 LICENSE – CORE AUTOMATION SUITE

## 1.1.1 Grant of Licenses

- a. Subject to the terms and conditions herein, NorthStar hereby grants to Santa Clara a Corporate, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the NorthStar CIS computer system (the "License") in consideration for the payment of the License fees. All Releases installed by Santa Clara are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software.
- b. Santa Clara may duplicate Documentation, at no additional charge, for Santa Clara's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- c. As between NorthStar and Santa Clara, NorthStar reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.
- d. Any Software furnished by NorthStar in machine-readable form may be copied in whole or in part by Santa Clara for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Santa Clara's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Santa Clara agrees that the original copy of all Software furnished by NorthStar and all copies thereof made by Santa Clara are and at all times remain the sole property of NorthStar.
- e. Any License granted under this SOW permits Santa Clara to: (i) use the Software for its City billing and related purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as Santa Clara deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software. Access to and use of the Software by independent contractors of Santa Clara shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by NorthStar in advance of the independent contractors' access to the Software. Santa Clara shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.
- f. Software is licensed for use by the current number of NorthStar CIS users and on the current operations of Santa Clara. Any change in the number of users of NorthStar CIS or a material increase in the Santa Clara's business, such as through acquisition of another City, would require additional licensing.
- g. Santa Clara may purchase additional Software Licenses at the time such Licenses become necessary at NorthStar's then current prices and terms.

### *1.1.2 Term of License*

The Subscription license commences at completion of milestone 4, User Acceptance Testing sign off. The initial term of this SOW is 3 years and Santa Clara cannot terminate the subscription within the 3 year term. The Subscription may be renewed annually thereafter.

### *1.1.3 Restrictions on Use*

- a. Santa Clara shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Santa Clara's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, license, sell or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Santa Clara shall be wholly liable to NorthStar for any misuse of the Software and these restrictions are absolute except as and only to the extent that this SOW may expressly permit Santa Clara to do otherwise
- b. The Software and related materials supplied by NorthStar are protected by copyright and trademark laws. The Software is licensed and may not be resold by Santa Clara. Any rights not expressly granted herein are reserved. Santa Clara may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by NorthStar.

### *1.1.4 Ownership of Software & Confidential Information*

- a. Santa Clara acknowledges that the Software contains proprietary information and Confidential Information of NorthStar which shall, at all times, remain the property of NorthStar.
- b. Santa Clara will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- c. In order to assist NorthStar with the protection of its proprietary information and Confidential Information and to enable NorthStar to ensure that Santa Clara is complying with its obligations, Santa Clara shall permit NorthStar to visit during normal business hours any premises at which the Software is used or installed and shall provide NorthStar with access to its Software. NorthStar shall provide Santa Clara with reasonable notice of any such audit.

#### *1.1.5 Ownership & Disposition of Documents*

- b. All materials and documents which were developed or prepared by NorthStar for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of NorthStar. The parties agree that no materials or documents are being created for Santa Clara by NorthStar under this SOW as of the effective date.

## 2 CORE AUTOMATION SUITES WORKFLOW

### GL Archive Workflow

- NorthStar's GL Archive workflow is designed to run the full GL Archive process from Load and File Create through to running the GL Report and Interface Posting Archive. The workflow can be scheduled to run at night, eliminating the need to coordinate running the Archive process with resources performing live activities. The integration file to the financial system is available automatically and users begin balancing activities immediately upon open of day. Users can spend more time analyzing GL transactions rather than waiting for them to process.

### AP Archive Workflow

- NorthStar's AP Archive workflow is designed to run the full AP Archive process from Load and File Create through to running the AP Report and AP Archive. The workflow is scheduled to run at night, eliminating the need to coordinate running the Archive process with resources running Refund Journals during daily processing. The integration file to the Accounts Payable system is available automatically and Accounts Payable Clerks can begin processing customer refunds immediately at start of day.

### Financial Reporting Bundle

- NorthStar's Financial Reporting Bundle includes the following NorthStar reports:
  - Trial Balance By Service/Trial Balance By Account
  - Summary Trial Balance By Account
  - Accounts Deposit Listing
  - Customer Deposit Listing
  - Aging Report
  - A/R Aging Report By Service/A/R Aging Summary
- The reporting bundle is scheduled to run at night, eliminating the need to coordinate running financial reports and processes with resources performing live activities. Users begin balancing activities immediately upon open of day, freeing up several hours of time wasted waiting for the processes to run. Users can spend more time analyzing Financial reports rather than waiting for them to process

### Meter Reading Workflow

- NorthStar's Meter Reading Automation workflow automatically runs the Reading Load based on a Customer's predefined reading requirements, as generally defined in NorthStar's Meter Reading Schedule. The Import File Creation and Export file Translation are automatically processed, allowing the Automation Platform to generate the Meter Reading Verification report, saving the report for exceptions handling. Scheduling meter readings in advance and allowing NorthStar to load the meters and create the Import file(s) can increase reliability and decrease dependence on individuals. Files can be processed overnight so meter readers can begin reading their routes first thing in the morning. Once the reads have been completed, let the workflow bring the reads back into NorthStar and have the verification reports ready and waiting at the earliest possible moment. No wasted time and issues resolved more quickly leads to more efficient billing!

### Billing Workflow



- NorthStar's Billing workflow automates the processing tasks associated with billing. This includes calculating the bills upon transferring to billing and generating the Verification Listing as well as completing the final steps of Journal Print and Post. Automating the various steps of a batch can result in less load on NorthStar during business hours as well as more appropriate use of the Billing Department's time. Calculation and verification listings can be completed automatically and be made available for review upon completion. Journal print and post can be sequenced to run prior to G/L automation to ensure that the day's activity is included in the correct G/L interface file. Automating these processes results in billers being able to concentrate on exceptions processing rather than waiting for processes to run.

#### **Pre-Authorized Payment Workflow**

- NorthStar's Pre-Authorized Payment Automation workflow automatically processes your pending Pre-Authorized payments by transferring them to cash, printing and archiving your Cashiering Journal Print and posting payments to customer's accounts on the applicable payment date. Automating the processing of Pre-Authorized payments ensures payments are posted directly to customer's accounts on the due date without having to maintain external schedules or calendar reminders to manually post. The process can be scheduled to run at night so the payments are posted immediately at start of day. This reduces conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals.

#### **Lockbox Payment Workflow**

- NorthStar's Lockbox Payment workflow automatically processes your Lockbox Import. The import is then followed by printing and archiving the Pre-Transfer Listing, transferring the payments to cash, printing and archiving the Cashiering Journal and Posting payments to customer's accounts. Automating the Lockbox process ensures payments are posted to accounts in a timely fashion. The process can be configured to run at night and throughout the day ensuring payments are posted prior to Credit Control loads running, reducing conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals. Automating this process also frees up users to handle Lockbox Transfer exceptions and contact customers who may be using incorrect banking information on their payments.

#### **Web Payment Workflow**

- NorthStar's Web Payment workflow automatically processes your Web Payment Transfer to Cashiering. The transfer is then followed by printing and archiving the Cashiering Journal and Posting payments to customer's accounts. Automating the Web Payment process ensures payments are posted to accounts in a timely fashion. The process can be configured to run at night ensuring payments are posted prior to Credit Control loads running, reducing conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals. Automating this process also frees up users to concentrate on walk in customer traffic and handling exceptions such as misapplied payments.

#### **Credit Control Workflow**

- NorthStar's Credit Control Automation workflow creates Credit Control batches and runs the Aging or Auto Load within Credit Control, loading delinquent accounts into the Credit Control Batch for exceptions and collections processing. By running the process at night, users are unaffected by the load and conflicts with payment processing are avoided. Credit resources can immediately begin exceptions and collections handling upon open of business day resulting in earlier Notice delivery and/or disconnections. Best of all,

the Credit Department will be freed up to concentrate on Customer Service rather than monitoring the process.

#### **Write Off Workflow**

- NorthStar's Write Off workflow includes the automation of the Write Off process. Creation of the Write Off batch, loading the accounts, creating and saving the journal and posting the transactions are all available with this workflow. The Write Off process can be configured to run at a predefined time such as at month end, and for various scenarios such as credit balances, small balances write off etc.. The Write Off workflow allows Utilities to define the required parameters and load the accounts with no manual intervention required. The remaining tasks, the Journal Print and Post processes are also included in this workflow. By automating the Write Off process users spend less time completing this manual process and can be more proactive in their collection efforts to minimize bad receivables moving forward.

#### **Reverse Write Off Workflow**

- NorthStar's Reverse Write Off workflow includes the automation of the Reverse Write Off process. Creation of the Reverse Write Off batch, loading the accounts, creating and saving the journal and posting the transactions are all available with this workflow. By configuring the Reverse Write Off workflow to automatically run on a predefined schedule you eliminate the need to track and communicate bad debt payments manually. Payments through Lockbox or the Web are identified for reversal automatically with no manual intervention. Automate your write off reversals to ensure you are recovering your bad debt expense in a timely fashion.

#### **Balance Transfer Workflow**

- NorthStar's Balance Transfer Workflow creates Balance Transfer batches, loading accounts using the Filtered Method. The process identifies accounts with like Debtor Numbers to move balances between. Final steps of the rule include generating and saving the Journal and Posting the transactions to the individual accounts. This workflow is typically configured to run for credit balance transfers after posting Final Billing and once per month for debit balance transfers. Automating this process frees up both system and human resources to other tasks that require human intervention and allows NorthStar to handle the process outside of normal business hours.

#### **Late Payment Journal Workflow**

- NorthStar's Late Payment Workflow automatically loads accounts for Late Payment processing. The workflow loads accounts and is followed by generating and archiving the Late Payment Journal and Posting Late Payment to customer's accounts. The process can be configured to run over night to ensure Late Payment appears on accounts immediately at start of business day, providing accurate cash and collections balance amounts.

#### **Overdue Interest Journal Workflow**

- NorthStar's Overdue Interest Workflow automatically loads accounts for Overdue Interest processing. The workflow loads accounts and is followed by generating and archiving the Overdue Interest Journal and Posting Overdue Interest to customer's accounts. The process can be configured to run over night to ensure Overdue Interest appears on accounts immediately at start of business day, providing accurate cash and collections balance amounts.



### **Deposit Interest Workflow**

- NorthStar's Deposit Interest Workflow automatically loads accounts into the Refund Journal for Deposit Interest processing. The workflow loads accounts and is followed by generating and archiving the Deposit Interest Refund Journal and Posting Deposit Interest to customer's accounts. This workflow is scheduled to run at night at month/year end eliminating the need to wait for the interest to be posted prior to beginning balancing activities. It also frees up time wasted waiting for the processes to run allowing users to spend more time on analyzing month/year end financial reports and results.

### **Deposit Refund Workflow**

- NorthStar's Deposit Refund Workflow automatically loads accounts into the Refund Journal for Deposit Refund processing based on predefined refund requirements. The workflow loads accounts and is followed by generating and archiving the Deposit Refund Journal and Posting Deposit Refunds to customer's accounts. The workflow can run on a predefined schedule and will load and process accounts that are eligible for refund based on the Utility's refund rules. Automating this process frees up reps to concentrate on collection of deposits from poor paying customers and other collection processes requiring much more manual intervention and attention.

### **Credit Refund Workflow**

- NorthStar's Credit Refund Workflow automatically loads accounts into the Refund Journal for Credit Refund processing. The workflow loads credit balance accounts for refund and is followed by generating and archiving the Credit Refund Journal and Posting the refunds to customer's accounts. The Credit Refund workflow is typically configured to automatically run after Final Billing post and the Balance Transfer Program has been run. The process is configured to locate final accounts with a remaining credit to be refunded through Accounts Payable. Automating this process frees up both system and human resources to other tasks that require human intervention and allows NorthStar to handle the process outside of normal business hours.

### **Reverse from Balance History Workflow**

- NorthStar's Reverse from Balance History Workflow allows users to select Late Payment, Overdue Interest (from OI Journal) or Extra Charges to reverse from a customer's account. The process automatically loads the reversing entry into the Extra Charge Journal and can run the process through to post. The Reverse from Balance History workflow allows users to perform on demand reversals of Late Payment, Overdue Interest (from OI Journal) or Extra Charge entries. The process immediately updates the customer's account, ensuring an accurate balance for cash and collection purposes. The process is easy and streamlined, allowing CSRs to process the adjustment with a simple right click of the mouse.

### **Automation Platform Maintenance Workflow**

- NorthStar's Automation Platform Maintenance workflow purges and archives the Event and Payload data that is used by and/or generated through the various rules in use by the Automation Platform. The Automation Platform Maintenance workflow ensures the automation tables maintain a reasonable size and that remaining data is easily accessible to the rules and workflows that require it. Regular maintenance minimizes performance issues due to volume of data ensuring workflows run smoothly and without interruption.

### 3 FEES & PAYMENT SCHEDULE

#### 3.1 Subscription Fees

Core Automation Suite Subscription			
Year 1 subscription fee		\$15,000	\$15,000
Year 2 subscription fee		\$15,525	\$15,525
Year 3 subscription fee		\$16,068	\$16,068

The Subscription license commences at completion of milestone 4, User Acceptance Testing sign off. The initial term of this SOW is 3 years and Santa Clara cannot terminate the subscription within the 3 year term. The Subscription may be renewed annually thereafter.

### 4 TERMINATION

Unless NorthStar and/or Santa Clara exercises its right to terminate this SOW during the implementation stage due to material breach or default, NorthStar must provide, and Santa Clara must purchase, services from NorthStar for the items defined within this SOW.

If Santa Clara and/or NorthStar exercises its right to terminate this SOW during implementation stage due to material breach or default

Santa Clara's obligation includes the following:

1. Return the software to NorthStar and certify, under the hand of a duly authorized officer of Santa Clara, that all copies of the software or any part thereof, in any form, within the possession or control of Santa Clara have been returned to NorthStar. (if applicable)
2. Complete payment for services performed and expenses incurred prior to termination including:
  - a. Any amounts previously invoiced but unpaid;
  - b. Fees for services performed through the termination date which has not been invoiced; and
  - c. Any approved travel and living costs.

NorthStar's obligation includes the following:

1. Refund to Santa Clara any fees that have not been earned under this SOW through the termination date.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been

advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

## APPENDIX E – SAMPLE IMPLEMENTATION PROJECT PLAN

ID	Task Name	Duration	Start	Finish	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter
1	<b>Santa Clara NS Upgrade &amp; Core Automation Suite</b>	123 days	Jan 2 '17	Jun 21 '17				
2	General PM and oversight	123 days	Jan 2 '17	Jun 21 '17				NS
3	<b>Archive &amp; Purge Project</b>	60 days	Jan 2 '17	Mar 24 '17				
4	<b>Archive</b>	15 days	Jan 2 '17	Jan 20 '17				
5	Plan, install & run in TEST	1 wk	Jan 2 '17	Jan 6 '17				
6	Customer review & approval	1 wk	Jan 9 '17	Jan 13 '17				
7	Install & run in Production	1 wk	Jan 16 '17	Jan 20 '17				
8	<b>Purge</b>	15 days	Jan 23 '17	Feb 10 '17				
9	Plan, install & run in TEST	1 wk	Jan 23 '17	Jan 27 '17				
10	Customer review & approval	1 wk	Jan 30 '17	Feb 3 '17				
11	Install & run in Production	1 wk	Feb 6 '17	Feb 10 '17				
12	User Acceptance	30 days	Feb 13 '17	Mar 24 '17				
13	Archive & purge project complete	0 days	Mar 24 '17	Mar 24 '17				
14	<b>Utilization Review Project</b>	16 days	Jan 2 '17	Jan 23 '17				
15	Preparation	1 wk	Jan 2 '17	Jan 6 '17				
16	Onsite review	1 wk	Jan 9 '17	Jan 13 '17				
17	Produce document	1 wk	Jan 16 '17	Jan 20 '17				
18	Remote follow-up session	1 day	Jan 23 '17	Jan 23 '17				
19	Utilization review project complete	0 days	Jan 23 '17	Jan 23 '17				
20	<b>Upgrade Project</b>	110 days	Jan 2 '17	Jun 2 '17				
21	<b>Test and Live Instance</b>	110 days	Jan 2 '17	Jun 2 '17				
22	<b>Preparation</b>	40 days	Jan 2 '17	Feb 24 '17				
23	Install NS and add-ons	1 wk	Jan 2 '17	Jan 6 '17				
24	Review custom mods & integrations	3 wks	Jan 9 '17	Jan 27 '17				
25	Develop site-specific tests scripts	3 wks	Jan 30 '17	Feb 17 '17				
26	Confirm solution is ready for UAT	1 wk	Feb 20 '17	Feb 24 '17				
27	<b>System acceptance testing</b>	20 days	Feb 27 '17	Mar 24 '17				
28	NS orientation session	1 day	Feb 27 '17	Feb 27 '17				
29	Onsite testing support	2 wks	Feb 27 '17	Mar 10 '17				
30	User acceptance testing	4 wks	Feb 27 '17	Mar 24 '17				
31	<b>User Acceptance testing</b>	20 days	Mar 27 '17	Apr 21 '17				
32	Onsite testing support	2 wks	Mar 27 '17	Apr 7 '17				
33	System acceptance testing	4 wks	Mar 27 '17	Apr 21 '17				
34	<b>Go-live</b>	30 days	Apr 24 '17	Jun 2 '17				
35	Go-live rehearsal	1 wk	Apr 24 '17	Apr 28 '17				
36	Go-live cutover	1 wk	May 1 '17	May 5 '17				
37	Post go-live support	20 days	May 8 '17	Jun 2 '17				
38	<b>Dev Instance</b>	20 days	Apr 24 '17	May 19 '17				
39	Install NS and add-ons	1 wk	Apr 24 '17	Apr 28 '17				
40	UAT	3 wks	May 1 '17	May 19 '17				
41	Upgrade project complete	0 days	Jun 2 '17	Jun 2 '17				
42	<b>Automation Platform Project</b>	110 days	Jan 2 '17	Jun 2 '17				
43	<b>Install &amp; configure</b>	25 days	Jan 2 '17	Feb 3 '17				

Page 1

ID	Task Name	Duration	Start	Finish	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter
44	Deploy to Dev environment	1 wk	Jan 2 '17	Jan 6 '17		NS		
45	Review & complete checklists	2 wks	Jan 9 '17	Jan 20 '17		SC		
46	Configure per checklists	2 wks	Jan 23 '17	Feb 3 '17		NS		
47	User acceptance testing	25 days	Feb 6 '17	Mar 10 '17		NS		
48	User acceptance testing	3 wks	Feb 6 '17	Feb 24 '17		SC		
49	Refinements and changes	5 wks	Feb 6 '17	Mar 10 '17		NS		
50	System acceptance testing	45 days	Mar 13 '17	May 12 '17		NS		
51	Install & configure AP's in Test environment	1 wk	Mar 13 '17	Mar 17 '17		NS		
52	System acceptance testing	3 wks	Mar 20 '17	Apr 7 '17		SC		
53	Refinements and changes	5 wks	Apr 10 '17	May 12 '17		NS		
54	Go-live	15 days	May 12 '17	Jun 2 '17		NS		
55	Install & configure in Live environment	1 wk	May 15 '17	May 19 '17		NS		
56	Post go-live support	2 wks	May 22 '17	Jun 2 '17		NS		
57	Automation platform project complete	0 days	May 12 '17	May 12 '17			5/12	

**AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND  
BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND  
NORTHSTAR UTILITIES SOLUTIONS**

**EXHIBIT B**

**FEE SCHEDULE**

Contractor shall bill at the rates and upon the schedules set forth in the two “Statement of Work” documents attached to Exhibit A, and such payment are expressly subject to section 34 of the Agreement, entitled “Retention.”

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred seventy-six thousand six hundred forty eight (\$276,648.00 ), subject to budget appropriations.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE CITY OF SANTA CLARA,  
CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

## B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

## C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must contain a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

## D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds (General Liability and Auto Liability policies only). City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing (General Liability and Auto Liability policies only). Each insurance policy provided by Contractor shall contain language or be



endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation. The Commercial General Liability policy shall contain language or be endorsed to reflect that, in the event of cancellation, thirty (30) days written notice will be given to City.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Finance Department

P.O. Box 100085 – S2

Duluth, GA 30096

or

1 Ebix Way

John's Creek, GA 30097

Telephone number:

951-766-2280

Fax number:

770-325-0409

Email address:

ctsantaclara@ebix.com

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE CITY OF SANTA CLARA,  
CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS**

**EXHIBIT D**

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING  
TO ENTER INTO AN AGREEMENT WITH THE CITY OF  
SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor<sup>1</sup> does any of the following:
    - a. Is convicted<sup>2</sup> of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty<sup>3</sup>;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

<sup>2</sup> For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

<sup>3</sup> As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability<sup>4</sup> or business experience<sup>5</sup> to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

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<sup>4</sup> Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF  
SERVICES BY AND BETWEEN THE CITY OF SANTA  
CLARA, CALIFORNIA, AND NorthStar Utilities Solutions**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

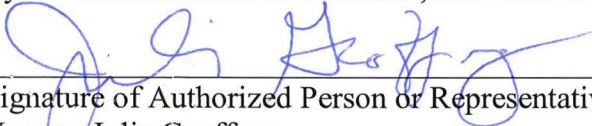
I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

NorthStar Utilities Solutions  
An Ontario Corporation

By: NorthStar Utilities Solutions, a division of N. Harris Computer Corporation

  
\_\_\_\_\_  
Signature of Authorized Person or Representative  
Name: Julie Geoffroy  
Title: Commercial Counsel

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.



## Agenda Report

20-964

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Bills and Claims Report (CC) for the period October 3<sup>rd</sup>, 2020 - October 16<sup>th</sup>, 2020

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

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

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

#### DISCUSSION

Significant expenditures in this time period include:

- Payment to Tri-Dam Power Authority/Project in the amount of \$1,637,293 for September 2020 Hydroelectric purchase.
- Payment to Pacific Gas & Electric in the amount of \$960,937 for August and September 2020 power purchases.
- Payment to US Department of Energy in the amount of \$742,137 for September 2020 power bill and emergency line patrol cost.
- Payment to Ameresco in the amount of \$633,092 for September 2020 energy (Landfill Gas) purchase and operations and maintenance (O&M) of Vasco Landfill.
- Payment to Paso Robles Tank Inc., in the amount of \$459,715 for progress billing of Serra Tank Rehabilitation Project.
- Payment to G. Bortolotto & Co., in the amount of \$448,771 for progress billing #3 of 2020 Pavement Preservation Project.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related

payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately \$62,113. Included in this amount are expenses to the County of Santa Clara for FY2020-21 regional communication system operations and maintenance cost. These expenses are reimbursed to the City by the Stadium Authority.

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The expenditures of \$10,072,601 were appropriated to various funds with the adoption of the Fiscal Year 2020/21 Budget, as amended.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Approve the list of Bills and Claims for October 3, 2020 - October 16, 2020.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Bills and Claims Approved for Payment Report



City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 10/2/2020  
Run Time 12:57:43 PM

Sorted by Payment Number

Payment No: 646141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/05/2020	POSTMASTER US POST OFFICE	00479832	2946OCT2020	PERMIT 92 RUSH MAILERS	General Fund	30,000.00
				Total for Payment No.:		30,000.00

Payment No: 646142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/05/2020	SANTA CLARA CO CLERK-RECORDER	00479695	2432OCT2020	BUCKS CREEK CEQA NOD	Electric Utility Construction	3,393.25
				Total for Payment No.:		3,393.25
				Overall Total		33,393.25





City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 10/8/2020  
Run Time 9:42:21 AM

Sorted by Payment Number

**Payment No: 017244**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ASQUARE, INC	00480135	35517OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

**Payment No: 017245**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CALWAY FOODS, INC	00480134	35514OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 017246**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CARTRIDGE WORLD	00480132	14066OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 017247**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PAPER MOON COFFEE CO	00480136	25819OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 017248**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	PARESH AFRICAWALA	00480140	35515OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
<b>Payment No: 017249</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	ROLL HOUSE	00480138	35519OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00
<b>Payment No: 017250</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	THU LE	00480133	35516OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
Total for Payment No.:						10,000.00
<b>Payment No: 017251</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	TRITON MUSEUM OF ART	00480113	2887SEP2020	GRANT AGREEMENT WITH THE TRITO	General Fund	24,630.00
Total for Payment No.:						24,630.00
<b>Payment No: 017252</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	VERTICAL EDGE HOME BUILDERS	00480139	35520OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
Total for Payment No.:						10,000.00
<b>Payment No: 017253</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	BENEFIT COORDINATORS CORP	00480184	33496OCT2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	4,864.95

10/09/2020	BENEFIT COORDINATORS CORP	00480184	33496OCT2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	8,622.78
10/09/2020	BENEFIT COORDINATORS CORP	00480184	33496OCT2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	3,613.08
10/09/2020	BENEFIT COORDINATORS CORP	00480184	33496OCT2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	4,101.04
10/09/2020	BENEFIT COORDINATORS CORP	00480184	33496OCT2020	LIFE & DISABILITY INS	Payroll Liability&ClearingAcct	13,485.34
Total for Payment No.:						34,687.19

**Payment No: 017254**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CARIE T ROSE	00480159	09/20/20-10/03/20DR	WAGE ATTACHMENT B2021	Payroll Liability&ClearingAcct	1,153.85
Total for Payment No.:						1,153.85

**Payment No: 017255**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CITY OF SANTA CLARA EMPLOYEES	00480171	09/06/20-10/03/20	UNION DUES B2020 AND B2021	Payroll Liability&ClearingAcct	2,554.00
Total for Payment No.:						2,554.00

**Payment No: 017256**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INTL FIREFIGHTERS LOCAL 1171	00480169	09/06/20-10/03/20	UNION DUES B2020 AND B2021	Payroll Liability&ClearingAcct	33,074.28
Total for Payment No.:						33,074.28

**Payment No: 017257**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INTL FIREFIGHTERS LOCAL 1171	00480161	09/20/20-10/03/20	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,608.00
Total for Payment No.:						4,608.00

**Payment No: 017258**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PUBLIC SAFETY NON-SWORN	00480170	09/06/20-10/03/20	UNION DUES B2020 AND B2021	Payroll Liability&ClearingAcct	2,950.00
				Total for Payment No.:		2,950.00

**Payment No: 017259**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	WORKTERRA	00480174	09/20/20-10/03/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	4,363.97
10/09/2020	WORKTERRA	00480174	09/20/20-10/03/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	570.04
10/09/2020	WORKTERRA	00480174	09/20/20-10/03/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	7,411.83
10/09/2020	WORKTERRA	00480174	09/20/20-10/03/20	FLEX SPENDING DEP/HEALTH	Payroll Liability&ClearingAcct	379.00
				Total for Payment No.:		12,724.84

**Payment No: 017260**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AIR FILTER SUPPLY INC	00478914	I430249	SUPPLIES	General Fund	106.61
10/09/2020	AIR FILTER SUPPLY INC	00478915	I429320	FILTERS	General Fund	35.27
				Total for Payment No.:		141.88

**Payment No: 017261**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ANIXTER INC.	00478916	22K364492	SUPPLY	General Fund	525.07
10/09/2020	ANIXTER INC.	00478917	22K367289	RETURN	General Fund	-175.44
10/09/2020	ANIXTER INC.	00479339	4679005-02	RING RETAINING DIN471-1	Electric Utility	9.37
10/09/2020	ANIXTER INC.	00479339	4679005-02	GUIDE, CUTTING BLADES	Electric Utility	81.75
10/09/2020	ANIXTER INC.	00479339	4679005-02	SCREW, CAP-M5X 10SKT HD	Electric Utility	4.74

10/09/2020	ANIXTER INC.	00479357	4565888-00	PIN INSULATORS	Electric Utility	-641.74
10/09/2020	ANIXTER INC.	00479358	4701775-02	MARKER NUMBERS	Electric Utility	174.40
10/09/2020	ANIXTER INC.	00480049	4643643-02	CONNECTOR, SPLIT BOLT, CU/CU,	Electric Utility	627.84
10/09/2020	ANIXTER INC.	00480052	4643643-03	CONNECTOR, SERVICE DROP, INSUL	Electric Utility	1,335.25
10/09/2020	ANIXTER INC.	00480144	4625680-00	POLE, ST LT, AL, 30' WITH 8' A	Electric Utility	65,945.00
				Total for Payment No.:		67,886.24

**Payment No: 017262**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ARINI GEOGRAPHICS LLC	00480206	000273	CIP GIS Professional Services	General Government - Other	58,218.50
10/09/2020	ARINI GEOGRAPHICS LLC	00480206	000273	Operational GIS Professional S	Information Technology Service	2,582.25
10/09/2020	ARINI GEOGRAPHICS LLC	00480207	000274	GIS Professional Services - Ci	General Fund	4,849.25
10/09/2020	ARINI GEOGRAPHICS LLC	00480207	000274	GIS Professional Services-Perm	General Government - Other	3,733.50
10/09/2020	ARINI GEOGRAPHICS LLC	00480207	000274	Operational GIS Professional S	Information Technology Service	29,668.75
10/09/2020	ARINI GEOGRAPHICS LLC	00480208	000275	GIS Professional Services - Ci	General Fund	272.75
10/09/2020	ARINI GEOGRAPHICS LLC	00480209	000276	GIS Project - Water Usage Stud	Sewer Utility Construction	4,743.00
				Total for Payment No.:		104,068.00

**Payment No: 017263**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BADGER METER INC	00479359	80057570	ORION CELLULAR SERVICE	Water Utility	42.00
10/09/2020	BADGER METER INC	00479361	80059188	ORION CELLULAR SERVICE	Water Utility	45.00
				Total for Payment No.:		87.00

**Payment No: 017264**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	BAKER & TAYLOR BOOKS	00478813	2035462283	1233 AD BK	General Fund	78.63
10/09/2020	BAKER & TAYLOR BOOKS	00478815	2035462284	1235 AD BK	General Fund	16.25
10/09/2020	BAKER & TAYLOR BOOKS	00479194	2035472875	1233 AD BK	General Fund	57.43
10/09/2020	BAKER & TAYLOR BOOKS	00479209	2035472876	1235 AD BK	General Fund	274.34
10/09/2020	BAKER & TAYLOR BOOKS	00479210	CI233351	1241 AD BK	General Fund	3,405.21
				Total for Payment No.:		3,831.86

**Payment No: 017265**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BATES GROUP LLC	00479916	27879	AMOUNT INCREASE (PER AMENDMENT	General Fund	621.00
				Total for Payment No.:		621.00

**Payment No: 017266**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BOUNDTREE MEDICAL LLC	00479371	83775390	MEDICAL SUPPLIES - NO TAX	General Fund	328.50
				Total for Payment No.:		328.50

**Payment No: 017267**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BRUCE BARTON PUMP SERVICE INC	00479329	0104786-IN	CH HOT WATER PUMP	General Fund	436.45
				Total for Payment No.:		436.45

**Payment No: 017268**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BUCKLES-SMITH	00479362	3210149-00	ASSORTED PARTS	Water Utility	410.50
				Total for Payment No.:		410.50

**Payment No: 017269**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CA DEPT OF JUSTICE	00478657	466031	Finger Prints	General Fund	164.00
10/09/2020	CA DEPT OF JUSTICE	00479416	467661	THREE AS NEEDED EMPLOYEES	General Fund	179.00
				Total for Payment No.:		343.00

**Payment No: 017270**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CINTAS CORP #630	00479146	4054793909	CLEANERS- THAMIEN	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479146	4054793909	DS1- THAMIEN	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479147	4055371364	CLEANERS- THAMIEN	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479147	4055371364	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479148	4055983815	CLEANERS- THAMIEN	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479148	4055983815	DS1- THAMIEN	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479149	4056883532	CLEANERS- THAMIEN	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479149	4056883532	DS1-THAMIEN	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479150	4057472986	CLEANERS- THAMIEN	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479150	4057472986	DS1- THAMIEN	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479151	4055590968	CLEANERS- WAR MEMORIAL	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479151	4055590968	DS1-WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479152	4056645893	CLEANERS- WAR MEMORIAL	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479152	4056645893	DS1- WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479153	4057288835	CLEANERS- WAR MEMORIAL	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479153	4057288835	DS1- WAR MEMORIAL	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479154	4055375682	CLEANERS- WARBURTON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479154	4055375682	DS1- WARNURTON	Other City Dept Op Grant Fund	19.62

10/09/2020	CINTAS CORP #630	00479155	4055987924	CLEANERS- WARBURTON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479155	4055987924	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479156	4056649197	CLEANERS- WARBURTON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479156	4056649197	DS1-WARBURTON	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479157	4055372438	CLEANERS- MACHADO	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479157	4055372438	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479158	4055984895	CLEANERS - MACHADO	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479158	4055984895	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479163	4056645978	CLEANERS- MACHADO	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479163	4056645978	DS1- MACHADO	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479164	4057288894	CLEANERS-MACHADO	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479164	4057288894	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479165	4055372533	CLEANERS- MARY GOMEZ	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479165	4055372533	DS1- MARY GOMEZ	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479166	4055984839	CLEANERS-MARYGOMEZ	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479166	4055984839	DS1- MARY GOMEZ	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479167	4056645897	CLEANERS- MARY GOMEZ	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479167	4056645897	DS1- MARY GOMEZ	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479168	4057288865	CLEANERS- MARY GOMEZ	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479168	4057288865	DS1- MARY GOMEZ	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479173	4055371884	CLEANERS- MAYWOOD	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479173	4055371884	DS1- MAYWOOD	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479189	4055984270	CLEANERS - MAYWOOD	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479189	4055984270	DS1 - MAYWOOD	Other City Dept Op Grant Fund	19.62



10/09/2020	CINTAS CORP #630	00479191	4056644951	CLEANERS- MAYWOOD	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479191	4056644951	DS1- MAYWOOD	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479192	4055119696	CLEANERS- MONTAGUE	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479192	4055119696	DS1- MONTAGUE	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479193	4055875726	CLEANERS- MONTAGUE	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479193	4055875726	DS1 - MONTAGUE	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479195	4056485975	CEANERS- MONTAGUE	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479195	4056485975	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479196	4057284103	CLEANERS-MONTAGUE	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479196	4057284103	DS1-MONTAGUE	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479197	4055119723	CLEANERS-MONTAGUE SWIM	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479197	4055119723	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479198	4055875763	CLEANERS- MONTAGUE SWIM	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479198	4055875763	DS1- MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479199	4056485964	CLEANERS- MONTAGUE SWIM	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479199	4056485964	DS1- MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479200	4057284099	CLEANERS- MONTAGUE SWIM	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479200	4057284099	DS1-MONTAGUE SWIM	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479201	4055120055	CLEANERS- PARKWAY PARK	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479201	4055120055	DS1- PARKWAY PARK	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479202	4055876215	CLEANERS- PARKWAY PARK	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479202	4055876215	DS1- PARKWAY PARK	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479208	4056987070	CLEANERS- PARKWAY PARK	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479208	4056987070	DS1- PARKWAY PARK	Other City Dept Op Grant Fund	19.62

10/09/2020	CINTAS CORP #630	00479211	4055371829	CLEANERS- WESTWOOD OAKS	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479211	4055371829	DS1- WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
10/09/2020	CINTAS CORP #630	00479212	4055984208	CLEANERS- WESTWOOD OAKS	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479212	4055984208	CLEANERS- WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
10/09/2020	CINTAS CORP #630	00479213	4056645160	CLEANERS - WESTWOOD OAKS	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479213	4056645160	DS1- WESTWOOD OAKS	Other City Dept Op Grant Fund	16.35
10/09/2020	CINTAS CORP #630	00479214	4055372506	CLEANERS- WILSON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479214	4055372506	DS1- WILSON	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479216	4055984893	CLEANERS- WILSON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479216	4055984893	DS1- WILSON	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479217	4056645973	CLEANER-WILSON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479217	4056645973	DS1-WILSON	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479219	4057288855	CLEANERS- WILSON	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479219	4057288855	DS1-WILSON	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479316	4061255700	2020 SEP WATER UNIFORM SERVICE	Water Utility	314.30
10/09/2020	CINTAS CORP #630	00479316	4061255700	2020 SEP WATER UNIFORM SERVICE	Sewer Utility	314.29
10/09/2020	CINTAS CORP #630	00479318	4061908537	2020 SEP WATER UNIFORM SERVICE	Water Utility	318.43
10/09/2020	CINTAS CORP #630	00479318	4061908537	2020 SEP WATER UNIFORM SERVICE	Sewer Utility	318.44
10/09/2020	CINTAS CORP #630	00479420	4060346430	CLEANERS-THOMAS BARRETT	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479420	4060346430	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479421	4060763855	CLEANERS-SR CENTER	General Fund	80.52
10/09/2020	CINTAS CORP #630	00479421	4060763855	DS1- SR CENTER	Other City Dept Op Grant Fund	39.24
10/09/2020	CINTAS CORP #630	00479422	4060923400	CLEANERS-PARKWAY	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479422	4060923400	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479423	4061092567	UNIFORMS-PARKS	General Fund	392.42

10/09/2020	CINTAS CORP #630	00479423	4061092567	SANIS BOWL CLIP SVC	General Fund	4.51
10/09/2020	CINTAS CORP #630	00479424	4061089840	CLEANERS-THOMAS BARRETT	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479424	4061089840	DS1-THOMAS BARRETT	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479426	4061660304	CLEANERS-PARKWAY	General Fund	34.06
10/09/2020	CINTAS CORP #630	00479426	4061660304	DS1-PARKWAY	Other City Dept Op Grant Fund	19.62
10/09/2020	CINTAS CORP #630	00479427	4061769064	CLEANERS-YAC	General Fund	53.61
10/09/2020	CINTAS CORP #630	00479427	4061769064	DS1-YAC	Other City Dept Op Grant Fund	4.97
Total for Payment No.:						4,192.84

**Payment No: 017271**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CINTAS CORP #630	00478919	4061664380	UNIFORMS	General Fund	82.27
10/09/2020	CINTAS CORP #630	00478920	4060926912	UNIFORMS	General Fund	82.27
10/09/2020	CINTAS CORP #630	00478922	4061092893	UNIFORMS	General Fund	64.14
10/09/2020	CINTAS CORP #630	00478923	4054561905	UNIFORMS	General Fund	59.88
10/09/2020	CINTAS CORP #630	00478924	4052207011	UNIFORMS	General Fund	59.88
10/09/2020	CINTAS CORP #630	00478925	4060517983	UNIFORMS	General Fund	186.31
10/09/2020	CINTAS CORP #630	00479330	4061778838	UNIFORMS	General Fund	64.14
10/09/2020	CINTAS CORP #630	00479331	4062446492	UNIFORMS	General Fund	96.41
Total for Payment No.:						695.30

**Payment No: 017272**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	CH 1500 Warburton Ave	Information Technology Service	154.71
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	IT 1405 Civic Cntr Dr	Information Technology Service	55.97
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	PD 1990 Walsh Ave	General Fund	148.24

10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	32.37
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	FIRE 1177 ALVISO ST	General Fund	41.15
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	PD 601 EL CAMINO REAL	General Fund	187.25
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	PD 3992 RIVERMARK PLZ	General Fund	34.73
10/09/2020	COMCAST	00479834	8/23/20AC8155400650182213	SR CNTR 1303 FREMONT ST	General Fund	126.75
Total for Payment No.:						781.17

**Payment No: 017273**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DALEO INC	00479306	SV891-01	2004D AERIAL FIBER MASTER CONT	Electric Utility Construction	74,312.33
Total for Payment No.:						74,312.33

**Payment No: 017274**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	EMPLOYMENT SCREENING RESOURCES	00479161	214979	ONE REGULAR HIRE	General Fund	91.00
Total for Payment No.:						91.00

**Payment No: 017275**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ETHOSENERGY	00480103	IN72051	MATERIALS, SERVICES AND REPAIR	Electric Utility Construction	2,608.20
Total for Payment No.:						2,608.20

**Payment No: 017276**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GALE/CENGAGE LEARNING	00478816	71746082	1241 AD BK	General Fund	195.30

10/09/2020	GALE/CENGAGE LEARNING	00478817	71746506	1241 AD BK	General Fund	148.72
Total for Payment No.:						344.02

**Payment No: 017277**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GARDENLAND POWER EQUIPMENT	00479430	800479	CHAIN SPROCKET	General Fund	225.66
Total for Payment No.:						225.66

**Payment No: 017278**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GATES & ASSOC	00479868	53404	GATES&ASSOCIATES-HOMERDIGE PLA	Parks And Recreation	829.50
10/09/2020	GATES & ASSOC	00479868	53404	CHANGE ORDER PER AMENDMENT NO.	Parks And Recreation	1,530.00
10/09/2020	GATES & ASSOC	00479868	53404	RETENTION	Parks And Recreation	-117.98
Total for Payment No.:						2,241.52

**Payment No: 017279**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GRAINGER	00479431	9632062130	STAR EDGER BLADE	General Fund	360.68
10/09/2020	GRAINGER	00479432	9633514840	STAR EDGER BLADE	General Fund	103.23
10/09/2020	GRAINGER	00479433	9635002687	SUMP PUMP DIAPHRAGM	General Fund	452.64
10/09/2020	GRAINGER	00479434	9636384100	EDGER BLADE	General Fund	153.04
10/09/2020	GRAINGER	00479435	9637528473	DISPOSABLE GLOVES	General Fund	1,615.39
10/09/2020	GRAINGER	00479436	9637487019	DISPOSABLE GLOVES	General Fund	32.31
10/09/2020	GRAINGER	00479437	9649626711	SAFETY SUPPLIES	General Fund	535.80
Total for Payment No.:						3,253.09

**Payment No: 017280**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GRAINGER-SAN JOSE	00479365	9604941584	URINE BAG	Water Utility	161.32

10/09/2020	GRAINGER-SAN JOSE	00479365	9604941584	URINE BAG	Sewer Utility	161.32
10/09/2020	GRAINGER-SAN JOSE	00479366	9623586873	CONNECTION LUGS	Electric Utility	77.39
10/09/2020	GRAINGER-SAN JOSE	00480044	9655943224	GLASSES, CLEAR LENS, BLACK FRA	Water Utility	110.13
10/09/2020	GRAINGER-SAN JOSE	00480045	9654842450	PAINT,SPRAY, GRAY PRIMER	Electric Utility	95.75
10/09/2020	GRAINGER-SAN JOSE	00480045	9654842450	PAINT, SPRAY SAFETY GREEN AERV	Electric Utility	57.16
10/09/2020	GRAINGER-SAN JOSE	00480045	9654842450	PAINT, SPRAY, SAFETY ORANGE AE	Electric Utility	44.34
10/09/2020	GRAINGER-SAN JOSE	00480045	9654842450	PAINT, SPRAY, GLOSS BLACK	Electric Utility	44.73
10/09/2020	GRAINGER-SAN JOSE	00480045	9654842450	PAINT, SPRAY GALVANIZING COMPO	Electric Utility	72.53
10/09/2020	GRAINGER-SAN JOSE	00480051	9647699363	COUPLINGS, 2IN X 2IN, PLASTIC,	Water Utility	25.63
10/09/2020	GRAINGER-SAN JOSE	00480053	9653032228	TERMINAL, LUG, RING TONGUE, #1	Electric Utility	146.60
10/09/2020	GRAINGER-SAN JOSE	00480053	9653032228	LAMP, INDICATOR, 130V, 6 WATTS	Electric Utility	23.11
10/09/2020	GRAINGER-SAN JOSE	00480055	9654917195	TAPE, ELECTRICAL, LV, MARKING,	Electric Utility	230.48
				Total for Payment No.:		1,250.49

**Payment No: 017281**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HOUSING TRUST OF SILICON VALLEY	00480046	1091	HTSV BMP PROGRAM ADMINISTRATIO	City Affordable Housing	7,244.33
				Total for Payment No.:		7,244.33

**Payment No: 017282**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INFRASTRUCTURE TECHNOLOGIES LLC	00479323	16002	2020 IT PIPES SRVC AGRMNT RNEW	Sewer Utility	1,600.00
				Total for Payment No.:		1,600.00

**Payment No: 017283**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INGRAM LIBRARY SERVICES INC	00478825	48314252	1241 AD BK	General Fund	2,123.44
10/09/2020	INGRAM LIBRARY SERVICES INC	00478825	48314252	1231 JUV BK	General Fund	2,406.99

10/09/2020	INGRAM LIBRARY SERVICES INC	00478825	48314252	1232 YA BK	General Fund	113.85
10/09/2020	INGRAM LIBRARY SERVICES INC	00478826	48314268	1235 AD/JUV/YA BK	General Fund	566.38
10/09/2020	INGRAM LIBRARY SERVICES INC	00478828	48314281	1233 AD/JUV BK	General Fund	297.30
10/09/2020	INGRAM LIBRARY SERVICES INC	00479215	48450439	1241 AD BK	General Fund	1,880.29
10/09/2020	INGRAM LIBRARY SERVICES INC	00479215	48450439	1231 JUV BK	General Fund	2,151.74
10/09/2020	INGRAM LIBRARY SERVICES INC	00479215	48450439	1232 YA BK	General Fund	164.87
10/09/2020	INGRAM LIBRARY SERVICES INC	00479218	48450454	1235 AD/JUV/YA BK	General Fund	3,883.10
10/09/2020	INGRAM LIBRARY SERVICES INC	00479220	48450466	1233 AD/JUV/YA BK	General Fund	2,397.93
				Total for Payment No.:		15,985.89

**Payment No: 017284**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JOHN'S SALT SERVICE INC	00479206	AUG, SEPT, OCT 2020	SALT BIN RENT AUG-OCT20	Electric Utility	490.50
				Total for Payment No.:		490.50

**Payment No: 017285**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MT TIRE SERVICE	00479268	14592	LABOR-FLEET SERVICE	Fleet Operation Fund	120.00
10/09/2020	MT TIRE SERVICE	00479269	14830	TIRE RESALE- STOCK	Fleet Operation Fund	1,800.00
10/09/2020	MT TIRE SERVICE	00479270	14603	LABOR- V#2055 WO#128389	Fleet Operation Fund	35.00
				Total for Payment No.:		1,955.00

**Payment No: 017286**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	NALCO CO	00479207	86911804	MO.SRV FEE COGEN SEP20	Electric Utility	300.44
				Total for Payment No.:		300.44

**Payment No: 017287**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	OC JONES & SONS INC	00480145	70720	AGREEMENT FOR REED ST-GRANT ST	Parks And Recreation	272,406.25
10/09/2020	OC JONES & SONS INC	00480145	70720	10% CONTINGENCY.	Parks And Recreation	22,368.46
Total for Payment No.:						294,774.71

**Payment No: 017288**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PARS/GASB 45	00480147	14589SEP2020	MONTHLY CONTRIB OCTOBER 2020	OPEB Plan Trust Fund	305,583.00
Total for Payment No.:						305,583.00

**Payment No: 017289**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PASO ROBLES TANK INC	00479855	5186	CONSTRUCTION CONTRACT FOR SERR	Water Utility Construction	483,910.00
10/09/2020	PASO ROBLES TANK INC	00479855	5186	RETENTION	Water Utility Construction	-24,195.50
Total for Payment No.:						459,714.50

**Payment No: 017290**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PELICAN SIGN SERVICE INC	00478932	59994	eoc signs	General Fund	78.59
Total for Payment No.:						78.59

**Payment No: 017291**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PG&E	00479293	6751776993-0 SEP2020	GAS TRANSPORT COGEN AUG20	Electric Utility	61,838.22
10/09/2020	PG&E	00479324	8978316890-2 SEP2020	2020 SEP 700 LOS ESTEROS-SJTP	Sewer Utility	27.42
Total for Payment No.:						61,865.64

**Payment No: 017292**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PLAN REVIEW CONSULTANTS INC	00479918	PRC2020-15	AMENDMENT NO 2. APPROVED 5/14/	General Fund	36,392.86
				Total for Payment No.:		36,392.86

**Payment No: 017293**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PREFERRED BENEFIT	00480165	EIA34615	DENTAL PREM OCT 20 #05 AND #06	Payroll Liability&ClearingAcct	73,886.70
10/09/2020	PREFERRED BENEFIT	00480166	EIA34616	DENTAL PREM OCT 20 GROUP #01	Payroll Liability&ClearingAcct	7,704.75
10/09/2020	PREFERRED BENEFIT	00480167	EIA34617	VISION PREMIUM OCT 20	Payroll Liability&ClearingAcct	10,278.00
				Total for Payment No.:		91,869.45

**Payment No: 017294**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	REFRIGERATION SUPPLIES DISTRIB	00478934	38455780-00	FS 5	General Fund	20.22
10/09/2020	REFRIGERATION SUPPLIES DISTRIB	00478937	38455452-00	OLD COURTHOUSE AC	General Fund	632.22
				Total for Payment No.:		652.44

**Payment No: 017295**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00479891	011597	TRBLESshoot ENGINE JUN20-LABOR	Electric Utility	17,588.41
10/09/2020	RWG (REPAIR & OVERHAULS) USA, INC.	00479891	011597	TRBLESshoot ENGINE JUN20-PARTS	Electric Utility	7,471.58
				Total for Payment No.:		25,059.99

**Payment No: 017296**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SC FUELS	00479273	4413350	UNLEADED- PD DEPT TANK #71	Fleet Operation Fund	14,135.94
				Total for Payment No.:		14,135.94

**Payment No: 017297**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SCOTT'S PPE RECON INC	00479309	36386	TURNOUT REPAIRS - AUGUST 2020	Fire Department	508.50
10/09/2020	SCOTT'S PPE RECON INC	00479425	36232	TURNOUT REPAIRS 6/2020 TAXABLE	Fire Department	10.01
10/09/2020	SCOTT'S PPE RECON INC	00479425	36232	TURNOUT REPAIRS 6/2020 NONTAX	Fire Department	635.39
				Total for Payment No.:		1,153.90

**Payment No: 017298**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SERRANO ELECTRIC INC	00479344	29848	LAURELWOOD PUMP STATION	Storm Drain	22,750.00
				Total for Payment No.:		22,750.00

**Payment No: 017299**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SOFTWAREONE	00479326	US-PSI-954004	AZURE OVERAGES JUNE 2020	Information Technology Service	1,050.32
				Total for Payment No.:		1,050.32

**Payment No: 017300**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	STAPLES ADVANTAGE	00479842	8059667739-BLDGMTCE	OFFICE SUPPLIES	General Fund	202.16
10/09/2020	STAPLES ADVANTAGE	00479843	8059667739-FINANCE	OFFICE SUPPLIES	General Fund	14.30
10/09/2020	STAPLES ADVANTAGE	00479843	8059667739-FINANCE	OFFICE SUPPLIES	General Fund	51.36
10/09/2020	STAPLES ADVANTAGE	00479843	8059667739-FINANCE	OFFICE SUPPLIES	General Fund	39.19
10/09/2020	STAPLES ADVANTAGE	00479843	8059667739-FINANCE	OFFICE SUPPLIES	General Fund	11.58
10/09/2020	STAPLES ADVANTAGE	00479844	8059667739-HR	OFFICE SUPPLIES	General Fund	111.76
10/09/2020	STAPLES ADVANTAGE	00479845	8059667739-MUNISVC	OFFICE SUPPLIES	General Fund	-0.91
10/09/2020	STAPLES ADVANTAGE	00479846	8059667739-PARK CRC	OFFICE SUPPLIES	General Fund	738.30
10/09/2020	STAPLES ADVANTAGE	00479847	8059667739-PLANNING	OFFICE SUPPLIES	General Fund	280.06

10/09/2020	STAPLES ADVANTAGE	00479848	8059667739-POLICEDET	OFFICE SUPPLIES	General Fund	225.19
10/09/2020	STAPLES ADVANTAGE	00479849	8059667739-SRCTR	OFFICE SUPPLIES	General Fund	460.53
10/09/2020	STAPLES ADVANTAGE	00479850	8059667739-WATER	OFFICE SUPPLIES	Sewer Utility	-14.07
10/09/2020	STAPLES ADVANTAGE	00479850	8059667739-WATER	OFFICE SUPPLIES	Water Utility	-14.08
				Total for Payment No.:		2,105.37

**Payment No: 017301**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	STEVE ERNST	00480204	18429AUG2020	COMPUTER CRIME/PRE SEARCH	General Fund	168.00
				Total for Payment No.:		168.00

**Payment No: 017302**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TIFCO INDUSTRIES	00479288	71583597	SANITIZER- COVID PREVENTN	Other City Dept Op Grant Fund	434.91
10/09/2020	TIFCO INDUSTRIES	00479289	71583847	PARTS- SHOP USE	Fleet Operation Fund	36.23
				Total for Payment No.:		471.14

**Payment No: 017303**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TRANSCANADA TURBINES INC	00479854	1014191	FIELD SERVICE LABOR FOR EMERGE	Electric Utility	6,494.28
10/09/2020	TRANSCANADA TURBINES INC	00480047	1014090	FIELD SERVICE LABOR	Electric Utility	5,233.12
				Total for Payment No.:		11,727.40

**Payment No: 017304**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	UNITED REFRIGERATION INC	00478954	75156414-00	ELECTRIC CONTROL	Electric Utility	116.42
10/09/2020	UNITED REFRIGERATION INC	00478955	75330294-00	SUPPLIES	General Fund	134.73
10/09/2020	UNITED REFRIGERATION INC	00479350	75361296-00	OLD COURTHOUSE HVAC	General Fund	234.59

10/09/2020	UNITED REFRIGERATION INC	00479352	75361477-00	ELECTRIC AC REPAIR	Electric Utility	788.07
10/09/2020	UNITED REFRIGERATION INC	00479353	75391025-00	OLD COURTHOUSE AC	General Fund	332.99
				Total for Payment No.:		1,606.80

**Payment No: 017305**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	US DEPT OF ENERGY	00479224	996332	EMERGENCY LINE PATROL	Electric Utility	3,332.65
				Total for Payment No.:		3,332.65

**Payment No: 017306**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	WAXIE SANITARY SUPPLY	00479307	79438675	PAPER TOWELS	General Fund	694.55
10/09/2020	WAXIE SANITARY SUPPLY	00479307	79438675	NABC	General Fund	188.18
10/09/2020	WAXIE SANITARY SUPPLY	00479307	79438675	TOILET PAPER	General Fund	189.44
				Total for Payment No.:		1,072.17

**Payment No: 017307**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	WECO INDUSTRIES LLC	00479408	0046257-IN	MAGNETIC LID LIFTER	Water Utility	1,008.17
				Total for Payment No.:		1,008.17

**Payment No: 017308**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	WESTERN STATES OIL CO	00479290	444876	UNLEADED- PD MTRCYC TANK #91	Fleet Operation Fund	61.08
				Total for Payment No.:		61.08

**Payment No: 017309**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	ZSCALER INC	00480214	159584	Nanolog Streaming Service - Ma	Information Technology Service	7,800.00
10/09/2020	ZSCALER INC	00480214	159584	Premium Support SKU: ZCES-SUP-	Information Technology Service	6,109.97
10/09/2020	ZSCALER INC	00480214	159584	Advanced Cloud Sandbox SKU: ZS	Information Technology Service	9,962.42
10/09/2020	ZSCALER INC	00480214	159584	ZIA Professional Bundle SKU: Z	Information Technology Service	13,506.62
10/09/2020	ZSCALER INC	00480214	159584	Zscaler SSL Interception SKU:	Information Technology Service	1,228.66
10/09/2020	ZSCALER INC	00480214	159584	Advanced Threat Protection SKU	Information Technology Service	2,457.31
10/09/2020	ZSCALER INC	00480214	159584	Zscaler Web 2.0 SKU: ZMAN-WEB-	Information Technology Service	2,457.31
10/09/2020	ZSCALER INC	00480214	159584	Zscaler Web Access Control SKU	Information Technology Service	2,457.31
10/09/2020	ZSCALER INC	00480214	159584	Nanolog Streaming Service (NSS	Information Technology Service	863.50
Total for Payment No.:						46,843.10
Overall Total						1,850,585.59



City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 10/8/2020  
Run Time 14:28:49 PM

Sorted by Payment Number

**Payment No: 646384**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AFSCME COUNCIL 57	00480292	09/06/20-10/03/20	UNION DUES B2021	Payroll Liability&ClearingAcct	6,444.30
				Total for Payment No.:		6,444.30

**Payment No: 646385**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ENGINEERS -CITY OF SANTA CLARA	00480293	09/06/20-10/03/20	UNION DUES B2021	Payroll Liability&ClearingAcct	978.50
				Total for Payment No.:		978.50

**Payment No: 646386**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	IBEW	00480294	09/06/20-10/03/20	UNION DUES B2021	Payroll Liability&ClearingAcct	13,541.88
				Total for Payment No.:		13,541.88

**Payment No: 646387**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SANTA CLARA POLICE ASSN	00480295	09/06/20-10/03/20	UNION DUES B2021	Payroll Liability&ClearingAcct	19,109.20
				Total for Payment No.:		19,109.20

Overall Total						40,073.88
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City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 10/8/2020  
Run Time 10:16:37 AM

Sorted by Payment Number

**Payment No: 646143**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ARIC ENOS	00479674	15569SEP2020	SWAT TRAINING CLASS	General Fund	284.00
				Total for Payment No.:		284.00

**Payment No: 646144**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BRYAN WILLIAMS	00480200	22119AUG2020	ICAC INVESTIGATIVE TECHNIQUES	General Fund	85.00
				Total for Payment No.:		85.00

**Payment No: 646145**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CHRIS PILGER	00480203	MANDATORY FTO COURS7696SEP2020	MANDATORY FTO COURSE	General Fund	85.00
				Total for Payment No.:		85.00

**Payment No: 646146**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	COLE GHILARDUCCI	00480110	33181AUG2020	FIELD TRAINING OFFICER UPDATE	General Fund	280.29
				Total for Payment No.:		280.29

**Payment No: 646147**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DOUGLAS STOCKDALE	00479505	28967SEP2020	Safety Boot Reimbursement	General Fund	237.00

Total for Payment No.: 237.00

**Payment No: 646148**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	G. BORTOLOTTI & CO	00480154	4844	AGREEMENT FOR THE 2020 PAVEMEN	Streets And Highways	472,390.66
10/09/2020	G. BORTOLOTTI & CO	00480154	4844	RETENTION	Streets And Highways	-23,619.53
Total for Payment No.:						448,771.13

**Payment No: 646149**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GREG DEGER	00479669	17266SEP2020	SWAT TRAINING CLASS	General Fund	392.69
Total for Payment No.:						392.69

**Payment No: 646150**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JOHN BAYDO	00479160	23570SEP2020A	CAP REIMBURSE - SEPT. 2020	General Fund	40.00
Total for Payment No.:						40.00

**Payment No: 646151**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JUSTIN MEAD	00479668	18434JUL2020	SUPERVISOR SCHOOL	General Fund	713.00
Total for Payment No.:						713.00

**Payment No: 646152**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KENIA SOTO	00480202	17288AUG2020	ICAC INVESTIGATIVE TECHNIQUES	General Fund	85.00
Total for Payment No.:						85.00



**Payment No: 646153**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RANDY KENT	00479409	35349SEP2020A	SAFTY BOOT/CLOTH REIMB FY 2021	Electric Utility	129.30
				Total for Payment No.:		129.30

**Payment No: 646154**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RANDY KENT	00479159	35349SEP2020	CAP REIMBURSE - SEPT. 2020	General Fund	40.00
				Total for Payment No.:		40.00

**Payment No: 646155**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ROGELIO GUTIERREZ	00479678	9014SEP2020	FTO UPDATE COURSE	General Fund	51.00
				Total for Payment No.:		51.00

**Payment No: 646156**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SEAN CAWLEY	00479672	32241AUG2020	FIELD TRAINING OFFICER COURSE	General Fund	183.00
				Total for Payment No.:		183.00

**Payment No: 646157**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TATIANA ANDRADE	00479238	33600SEP2020	REIMBURSE MONITOR STANDS ERGO	General Fund	32.76
				Total for Payment No.:		32.76

**Payment No: 646158**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	THE MECHANICS BANK	00480146	1772SEP2020A	EXCROW AGREEMENT FOR THE REED	Parks And Recreation	15,968.75

10/09/2020	THE MECHANICS BANK	00480146	1772SEP2020A	10% CONTINGENCY.	Parks And Recreation	1,177.29
Total for Payment No.:						17,146.04

**Payment No: 646159**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ADAN REYNOSO	00479930	12948-20 Utility Refunds	UTILITY REFUND	General Fund	13.15
Total for Payment No.:						13.15

**Payment No: 646160**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ALBERT WANG	00480028	79459-02 Utility Refunds	UTILITY REFUND	General Fund	36.18
Total for Payment No.:						36.18

**Payment No: 646161**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ALI CINAR	00479935	13178-32 Utility Refunds	UTILITY REFUND	General Fund	20.64
Total for Payment No.:						20.64

**Payment No: 646162**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ANNA ALBOR	00479991	21527-15 Utility Refunds	UTILITY REFUND	General Fund	6.21
Total for Payment No.:						6.21

**Payment No: 646163**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ARLIN JOVEL	00479999	22639-09 Utility Refunds	UTILITY REFUND	General Fund	5.07
Total for Payment No.:						5.07

**Payment No: 646164**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ASHLEY CLEMENTS	00480035	79592-02 Utility Refunds	UTILITY REFUND	General Fund	40.96
				Total for Payment No.:		40.96

**Payment No: 646165**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AVINASH VEM	00479940	13312-17 Utility Refunds	UTILITY REFUND	General Fund	7.91
				Total for Payment No.:		7.91

**Payment No: 646166**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AZITA BENYAMI	00480002	24384-14 Utility Refunds	UTILITY REFUND	General Fund	12.18
				Total for Payment No.:		12.18

**Payment No: 646167**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BARTOSZ ROMANOWSKI	00479946	13806-28 Utility Refunds	UTILITY REFUND	General Fund	131.67
				Total for Payment No.:		131.67

**Payment No: 646168**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BELKIN ABIGAIL PENA FLORES	00479998	22410-05 Utility Refunds	UTILITY REFUND	General Fund	148.59
				Total for Payment No.:		148.59

**Payment No: 646169**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BUTLER AND BROWN MANUFACTURING	00479979	18123-03 Utility Refunds	UTILITY REFUND	General Fund	234.92

Total for Payment No.: 234.92

**Payment No: 646170**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CERTIFIED MOBILE HOME SOLUTION	00479982	19127-06 Utility Refunds	UTILITY REFUND	General Fund	304.09
				Total for Payment No.:		304.09

**Payment No: 646171**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CHUNG MING LIN	00479925	12382-09 Utility Refunds	UTILITY REFUND	General Fund	24.79
				Total for Payment No.:		24.79

**Payment No: 646172**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CRATUS INC	00480003	24452-13 Utility Refunds	UTILITY REFUND	General Fund	287.86
10/09/2020	CRATUS INC	00480004	24465-11 Utility Refunds	UTILITY REFUND	General Fund	1,145.46
				Total for Payment No.:		1,433.32

**Payment No: 646173**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CS LAKESIDE SANTA CLARA LLC	00479970	17469-02 Utility Refunds	UTILITY REFUND	General Fund	12.02
				Total for Payment No.:		12.02

**Payment No: 646174**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CUIFU JIANG	00480013	77767-03 Utility Refunds	UTILITY REFUND	General Fund	5.36
				Total for Payment No.:		5.36

**Payment No: 646175**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DANIEL LEE	00479997	22238-05 Utility Refunds	UTILITY REFUND	General Fund	8.71
				Total for Payment No.:		8.71

**Payment No: 646176**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DANIEL-SALVATORE GIANNELLI	00479943	13384-20 Utility Refunds	UTILITY REFUND	General Fund	11.00
				Total for Payment No.:		11.00

**Payment No: 646177**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DAVID FALCONES	00480008	77425-06 Utility Refunds	UTILITY REFUND	General Fund	34.47
				Total for Payment No.:		34.47

**Payment No: 646178**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DAVID SHULL	00480040	79744-02 Utility Refunds	UTILITY REFUND	General Fund	107.34
				Total for Payment No.:		107.34

**Payment No: 646179**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DIVYA KUMARASUBRAMANIAN	00479947	13939-21 Utility Refunds	UTILITY REFUND	General Fund	29.04
				Total for Payment No.:		29.04

**Payment No: 646180**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DMITRII SUCHKOV	00479954	14709-15 Utility Refunds	UTILITY REFUND	General Fund	146.34

Total for Payment No.:	146.34
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**Payment No: 646181**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DOUG TUMACDER	00480012	77659-02 Utility Refunds	UTILITY REFUND	General Fund	5.27
Total for Payment No.:						5.27

**Payment No: 646182**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DOUGLAS VAUGHN	00480006	24632-26 Utility Refunds	UTILITY REFUND	General Fund	143.26
Total for Payment No.:						143.26

**Payment No: 646183**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DZENITA MASETIC	00479944	13584-18 Utility Refunds	UTILITY REFUND	General Fund	7.20
Total for Payment No.:						7.20

**Payment No: 646184**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	EMILY STEWART	00480026	79043-02 Utility Refunds	UTILITY REFUND	General Fund	79.46
Total for Payment No.:						79.46

**Payment No: 646185**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FANNY ROSAF TREJO	00479986	20071-14 Utility Refunds	UTILITY REFUND	General Fund	22.06
Total for Payment No.:						22.06

**Payment No: 646186**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FELICIAJO ANDAYA	00479923	12148-02 Utility Refunds	UTILITY REFUND	General Fund	9.71
				Total for Payment No.:		9.71

**Payment No: 646187**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FORTY NINERS HOLDING LP	00479920	10297-05 Utility Refunds	UTILITY REFUND	General Fund	59.79
				Total for Payment No.:		59.79

**Payment No: 646188**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FURKAN ONAT	00480037	79601-02 Utility Refunds	UTILITY REFUND	General Fund	228.07
				Total for Payment No.:		228.07

**Payment No: 646189**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GEOFFREY COCHRAN	00480001	23524-20 Utility Refunds	UTILITY REFUND	General Fund	137.78
				Total for Payment No.:		137.78

**Payment No: 646190**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GOLDSTAR COMMERCIAL INC	00479980	18138-06 Utility Refunds	UTILITY REFUND	General Fund	406.03
				Total for Payment No.:		406.03

**Payment No: 646191**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GURUSWAMY GANESH	00480020	78276-02 Utility Refunds	UTILITY REFUND	General Fund	6.84
				Total for Payment No.:		6.84

**Payment No: 646192**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GUSTAVO RODRIGUEZ VILLAMIZAR	00479933	13156-24 Utility Refunds	UTILITY REFUND	General Fund	31.52
				Total for Payment No.:		31.52

**Payment No: 646193**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HAI LIN	00480014	77843-03 Utility Refunds	UTILITY REFUND	General Fund	7.82
				Total for Payment No.:		7.82

**Payment No: 646194**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HAIYANG YU	00480038	79663-02 Utility Refunds	UTILITY REFUND	General Fund	66.29
				Total for Payment No.:		66.29

**Payment No: 646195**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HARSHA MEHTA	00479922	12117-08 Utility Refunds	UTILITY REFUND	General Fund	43.29
				Total for Payment No.:		43.29

**Payment No: 646196**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HEATHER AIJIAN	00480025	79029-02 Utility Refunds	UTILITY REFUND	General Fund	15.61
				Total for Payment No.:		15.61

**Payment No: 646197**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HERAT GANDHI	00479938	13299-23 Utility Refunds	UTILITY REFUND	General Fund	14.91



Total for Payment No.: 14.91

**Payment No: 646198**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HINA PATEL	00479955	14951-08 Utility Refunds	UTILITY REFUND	General Fund	12.34
				Total for Payment No.:		12.34

**Payment No: 646199**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HITOLITO TELLEZ	00479956	15290-06 Utility Refunds	UTILITY REFUND	General Fund	254.38
				Total for Payment No.:		254.38

**Payment No: 646200**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HUIYING LIAO	00480034	79579-02 Utility Refunds	UTILITY REFUND	General Fund	64.13
				Total for Payment No.:		64.13

**Payment No: 646201**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JEAN HOPE	00480010	77526-02 Utility Refunds	UTILITY REFUND	General Fund	47.44
				Total for Payment No.:		47.44

**Payment No: 646202**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JOEL BERG	00479960	16901-06 Utility Refunds	UTILITY REFUND	General Fund	571.14
				Total for Payment No.:		571.14

**Payment No: 646203**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JOSEF KORENAR	00480007	24700-21 Utility Refunds	UTILITY REFUND	General Fund	222.02
				Total for Payment No.:		222.02

**Payment No: 646204**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JOSEPH GARTNER III	00479417	17413SEP2020	CAP REIMBURSE - SEPT. 2020	General Fund	40.00
				Total for Payment No.:		40.00

**Payment No: 646205**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KAIKWAN POON	00479985	19316-16 Utility Refunds	UTILITY REFUND	General Fund	101.92
				Total for Payment No.:		101.92

**Payment No: 646206**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KATE BOURGIN	00479932	13143-15 Utility Refunds	UTILITY REFUND	General Fund	57.51
				Total for Payment No.:		57.51

**Payment No: 646207**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KAZUMA FUNABASHI	00479949	14235-14 Utility Refunds	UTILITY REFUND	General Fund	256.54
				Total for Payment No.:		256.54

**Payment No: 646208**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KEVIN FIRCHOW	00479958	16490-02 Utility Refunds	UTILITY REFUND	General Fund	114.39
				Total for Payment No.:		114.39

**Payment No: 646209**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KOTARO TAKEKATA	00480019	78225-03 Utility Refunds	UTILITY REFUND	General Fund	139.28
				Total for Payment No.:		139.28

**Payment No: 646210**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KUNDA YU	00480005	24533-27 Utility Refunds	UTILITY REFUND	General Fund	8.42
				Total for Payment No.:		8.42

**Payment No: 646211**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KUVURU LLC	00479983	19128-05 Utility Refunds	UTILITY REFUND	General Fund	75.37
				Total for Payment No.:		75.37

**Payment No: 646212**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	LAKE PARK ASSOCIATES LLC	00479962	17209-03 Utility Refunds	UTILITY REFUND	General Fund	282.26
10/09/2020	LAKE PARK ASSOCIATES LLC	00479963	17210-03 Utility Refunds	UTILITY REFUND	General Fund	71.38
10/09/2020	LAKE PARK ASSOCIATES LLC	00479964	17212-03 Utility Refunds	UTILITY REFUND	General Fund	59.79
10/09/2020	LAKE PARK ASSOCIATES LLC	00479965	17213-03 Utility Refunds	UTILITY REFUND	General Fund	870.08
10/09/2020	LAKE PARK ASSOCIATES LLC	00479966	17214-03 Utility Refunds	UTILITY REFUND	General Fund	253.09
10/09/2020	LAKE PARK ASSOCIATES LLC	00479967	17215-03 Utility Refunds	UTILITY REFUND	General Fund	593.48
10/09/2020	LAKE PARK ASSOCIATES LLC	00479968	17217-03 Utility Refunds	UTILITY REFUND	General Fund	1,124.31
10/09/2020	LAKE PARK ASSOCIATES LLC	00479969	17218-03 Utility Refunds	UTILITY REFUND	General Fund	803.52
				Total for Payment No.:		4,057.91

**Payment No: 646213**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	LAUREN BAGDASARIAN	00480036	79593-02 Utility Refunds	UTILITY REFUND	General Fund	83.57
Total for Payment No.:						83.57
<b>Payment No: 646214</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	LORNA FRANCISCO DE LA CRUZ	00479945	13669-14 Utility Refunds	UTILITY REFUND	General Fund	21.11
Total for Payment No.:						21.11
<b>Payment No: 646215</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	LUDIVINA RUIZ	00479992	21609-05 Utility Refunds	UTILITY REFUND	General Fund	52.29
Total for Payment No.:						52.29
<b>Payment No: 646216</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	LUIS TOLEDO	00479987	20581-14 Utility Refunds	UTILITY REFUND	General Fund	7.82
Total for Payment No.:						7.82
<b>Payment No: 646217</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	MADALYN HUNT	00479995	21909-10 Utility Refunds	UTILITY REFUND	General Fund	54.19
Total for Payment No.:						54.19
<b>Payment No: 646218</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	MANISHA SITLANI	00479993	21842-12 Utility Refunds	UTILITY REFUND	General Fund	92.41
Total for Payment No.:						92.41

**Payment No: 646219**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MARC WHITEHOUSE	00479957	16458-05 Utility Refunds	UTILITY REFUND	General Fund	73.76
				Total for Payment No.:		73.76

**Payment No: 646220**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MARK LANDGREBE	00480032	79525-02 Utility Refunds	UTILITY REFUND	General Fund	51.90
				Total for Payment No.:		51.90

**Payment No: 646221**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MASOUD SHAHAIRI	00479928	12881-18 Utility Refunds	UTILITY REFUND	General Fund	38.58
				Total for Payment No.:		38.58

**Payment No: 646222**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MASS MODS LLC	00479959	16735-08 Utility Refunds	UTILITY REFUND	General Fund	545.05
				Total for Payment No.:		545.05

**Payment No: 646223**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MELANIE GALLAGHER	00480027	79048-02 Utility Refunds	UTILITY REFUND	General Fund	7.21
				Total for Payment No.:		7.21

**Payment No: 646224**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MICHAEL ISLES	00480017	78064-03 Utility Refunds	UTILITY REFUND	General Fund	18.51

Total for Payment No.: 18.51

**Payment No: 646225**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MINGXI HE	00479934	13173-13 Utility Refunds	UTILITY REFUND	General Fund	152.20
Total for Payment No.:						152.20

**Payment No: 646226**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MIPS TECH LLC	00479972	17645-03 Utility Refunds	UTILITY REFUND	General Fund	112.61
10/09/2020	MIPS TECH LLC	00479973	17646-03 Utility Refunds	UTILITY REFUND	General Fund	1,697.95
Total for Payment No.:						1,810.56

**Payment No: 646227**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MISUN CHEN	00480000	23502-10 Utility Refunds	UTILITY REFUND	General Fund	7.55
Total for Payment No.:						7.55

**Payment No: 646228**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MOHAMMED ELKALAY	00480023	78974-02 Utility Refunds	UTILITY REFUND	General Fund	54.19
Total for Payment No.:						54.19

**Payment No: 646229**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	NATALIE NILSSON	00480011	77531-04 Utility Refunds	UTILITY REFUND	General Fund	15.57
Total for Payment No.:						15.57

**Payment No: 646230**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	NEMISH SARVAIYA	00479942	13356-17 Utility Refunds	UTILITY REFUND	General Fund	23.21
				Total for Payment No.:		23.21

**Payment No: 646231**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	NIKHIL PAGIDALA	00479950	14472-24 Utility Refunds	UTILITY REFUND	General Fund	24.62
				Total for Payment No.:		24.62

**Payment No: 646232**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	OLEKSANDR IANOVSKYI	00479927	12877-18 Utility Refunds	UTILITY REFUND	General Fund	140.56
				Total for Payment No.:		140.56

**Payment No: 646233**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PALAL ALAKTEL	00480018	78210-05 Utility Refunds	UTILITY REFUND	General Fund	96.11
				Total for Payment No.:		96.11

**Payment No: 646234**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PAM SCHROCK	00479984	19311-11 Utility Refunds	UTILITY REFUND	General Fund	69.33
				Total for Payment No.:		69.33

**Payment No: 646235**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PAN-PACIFIC MECHANICAL	00480039	79724-02 Utility Refunds	UTILITY REFUND	General Fund	95.68

Total for Payment No.: 95.68

**Payment No: 646236**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PEIYU CHU	00479931	13140-17 Utility Refunds	UTILITY REFUND	General Fund	141.15
Total for Payment No.:						141.15

**Payment No: 646237**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PRADEEP MYLAVARAPU	00479926	12488-22 Utility Refunds	UTILITY REFUND	General Fund	5.03
Total for Payment No.:						5.03

**Payment No: 646238**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PRAVEEN KRISHNAMOORTHY	00479948	14183-15 Utility Refunds	UTILITY REFUND	General Fund	8.33
Total for Payment No.:						8.33

**Payment No: 646239**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PROMISED LAND CHRISTIAN CHURCH	00479971	17488-08 Utility Refunds	UTILITY REFUND	General Fund	781.15
Total for Payment No.:						781.15

**Payment No: 646240**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	QIANG TONG	00479939	13308-21 Utility Refunds	UTILITY REFUND	General Fund	105.29
Total for Payment No.:						105.29

**Payment No: 646241**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	QUALITECH CIRCUIT INC	00479977	17971-03 Utility Refunds	UTILITY REFUND	General Fund	47.33
				Total for Payment No.:		47.33

**Payment No: 646242**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	QURESH BOHRA	00479988	20755-35 Utility Refunds	UTILITY REFUND	General Fund	75.94
				Total for Payment No.:		75.94

**Payment No: 646243**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RAFAEL HERNANDEZ	00479996	21944-37 Utility Refunds	UTILITY REFUND	General Fund	12.92
				Total for Payment No.:		12.92

**Payment No: 646244**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RAUF MUSABAYLI	00479994	21905-19 Utility Refunds	UTILITY REFUND	General Fund	81.30
				Total for Payment No.:		81.30

**Payment No: 646245**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RICARDO VEGINI	00480009	77516-06 Utility Refunds	UTILITY REFUND	General Fund	112.61
				Total for Payment No.:		112.61

**Payment No: 646246**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RINKO PETTENGILL	00479919	10104-01 Utility Refunds	UTILITY REFUND	General Fund	37.59
				Total for Payment No.:		37.59

**Payment No: 646247**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ROBERT MACY III	00480029	79465-02 Utility Refunds	UTILITY REFUND	General Fund	51.97
				Total for Payment No.:		51.97

**Payment No: 646248**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ROCK-IT SCIENCE	00479974	17816-03 Utility Refunds	UTILITY REFUND	General Fund	15.38
10/09/2020	ROCK-IT SCIENCE	00479975	17817-06 Utility Refunds	UTILITY REFUND	General Fund	168.64
				Total for Payment No.:		184.02

**Payment No: 646249**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RUDY MORALES	00479981	18606-02 Utility Refunds	UTILITY REFUND	General Fund	13.73
				Total for Payment No.:		13.73

**Payment No: 646250**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RYOSUKE TEN	00480022	78781-02 Utility Refunds	UTILITY REFUND	General Fund	86.91
				Total for Payment No.:		86.91

**Payment No: 646251**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SARAJ PIRASMEPULKUL	00479937	13294-21 Utility Refunds	UTILITY REFUND	General Fund	12.88
				Total for Payment No.:		12.88

**Payment No: 646252**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	SCOTT MOORE	00480033	79536-02 Utility Refunds	UTILITY REFUND	General Fund	146.96
Total for Payment No.:						146.96
<b>Payment No: 646253</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	SEIWA OPTICAL AMERICA INC	00479978	18011-09 Utility Refunds	UTILITY REFUND	General Fund	179.07
Total for Payment No.:						179.07
<b>Payment No: 646254</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	SHAHID MAHBUB	00479990	21138-20 Utility Refunds	UTILITY REFUND	General Fund	40.59
Total for Payment No.:						40.59
<b>Payment No: 646255</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	SHARMA, PRIYANKA	00479936	13290-27 Utility Refunds	UTILITY REFUND	General Fund	5.12
Total for Payment No.:						5.12
<b>Payment No: 646256</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	SONG, HAN	00480042	32213-2 Utility Refunds	UTILITY REFUND	General Fund	11,546.78
Total for Payment No.:						11,546.78
<b>Payment No: 646257</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	SRIRAM RAMASUBRAMANIAN	00479952	14583-17 Utility Refunds	UTILITY REFUND	General Fund	23.43
Total for Payment No.:						23.43

**Payment No: 646258**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SRUJAN DUSSA	00479951	14481-19 Utility Refunds	UTILITY REFUND	General Fund	89.70
				Total for Payment No.:		89.70

**Payment No: 646259**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	T2 DEVELOPMENT LLC	00480015	77999-04 Utility Refunds	UTILITY REFUND	General Fund	7.82
				Total for Payment No.:		7.82

**Payment No: 646260**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TIFFANY MCBRIDE	00480031	79521-02 Utility Refunds	UTILITY REFUND	General Fund	54.76
				Total for Payment No.:		54.76

**Payment No: 646261**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TING YU	00480021	78281-02 Utility Refunds	UTILITY REFUND	General Fund	123.21
				Total for Payment No.:		123.21

**Payment No: 646262**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TSZ YING CHAN	00479989	20780-20 Utility Refunds	UTILITY REFUND	General Fund	255.43
				Total for Payment No.:		255.43

**Payment No: 646263**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TUNG HUYNH	00479961	17085-04 Utility Refunds	UTILITY REFUND	General Fund	294.34

Total for Payment No.: 294.34

**Payment No: 646264**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TYLER RIDER	00479929	12932-19 Utility Refunds	UTILITY REFUND	General Fund	33.81
Total for Payment No.:						33.81

**Payment No: 646265**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ULVAC TECHNOLOGIES	00479976	17851-05 Utility Refunds	UTILITY REFUND	General Fund	474.30
Total for Payment No.:						474.30

**Payment No: 646266**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	USMAN LIAQAT	00480041	79747-02 Utility Refunds	UTILITY REFUND	General Fund	35.99
Total for Payment No.:						35.99

**Payment No: 646267**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	VENGATESWARAN CHANDRASEKARAN	00479921	11624-04 Utility Refunds	UTILITY REFUND	General Fund	80.71
Total for Payment No.:						80.71

**Payment No: 646268**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	VIKAS CHAMBOTHMADAM	00479953	14635-27 Utility Refunds	UTILITY REFUND	General Fund	164.40
Total for Payment No.:						164.40

**Payment No: 646269**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	XINGYU JIN	00480016	78004-03 Utility Refunds	UTILITY REFUND	General Fund	12.20
				Total for Payment No.:		12.20

**Payment No: 646270**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	YASAR SULEMAN	00480024	78976-02 Utility Refunds	UTILITY REFUND	General Fund	55.44
				Total for Payment No.:		55.44

**Payment No: 646271**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	YURI BAEK	00480030	79475-02 Utility Refunds	UTILITY REFUND	General Fund	57.45
				Total for Payment No.:		57.45

**Payment No: 646272**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ZEB MEHRING	00479941	13326-23 Utility Refunds	UTILITY REFUND	General Fund	12.46
				Total for Payment No.:		12.46

**Payment No: 646273**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ZORNITSA KOZAREVA	00479924	12320-18 Utility Refunds	UTILITY REFUND	General Fund	14.00
				Total for Payment No.:		14.00

**Payment No: 646274**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CA FRANCHISE TAX BOARD	00480162	09/20/20-10/03/20CB	WAGE ATTACHMENT B2021	Payroll Liability&ClearingAcct	150.00
				Total for Payment No.:		150.00

**Payment No: 646275**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CAL PERS LONG TERM CARE PROGRAM	00480158	13596097	BIWEEKLY PR CALPERS LT B2021	Payroll Liability&ClearingAcct	378.74
				Total for Payment No.:		378.74

**Payment No: 646276**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CSAC EXCESS INSURANCE	00480157	21401084	QTRLY EAP OCT-DEC 2020	Payroll Liability&ClearingAcct	10,332.92
				Total for Payment No.:		10,332.92

**Payment No: 646277**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	METLIFE INDIVIDUAL LONG TERM	00480164	19647956 OCT2020	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	421.83
				Total for Payment No.:		421.83

**Payment No: 646278**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	U.S. BANK	00480173	09/20/20-10/03/20	BIWKLY PAYROLL DED PARS	Fringe Benefits	8,771.18
				Total for Payment No.:		8,771.18

**Payment No: 646279**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	US TREASURY	00480163	09/20/20-10/03/20JO	WAGE ATTACHMENT B2021	Payroll Liability&ClearingAcct	50.00
				Total for Payment No.:		50.00

**Payment No: 646280**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CA DEPT OF TOXIC SUBSTANCE CNTRL	00479351	20SM0167	SC GATEWAY APR-JUN 2020	Public Buildings	380.33
				Total for Payment No.:		380.33

**Payment No: 646281**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ALTEC INDUSTRIES INC	00479265	11483139	PARTS-V#3275	Fleet Operation Fund	108.64
10/09/2020	ALTEC INDUSTRIES INC	00479266	11477801	PARTS-V#3275	Fleet Operation Fund	121.47
				Total for Payment No.:		230.11

**Payment No: 646282**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	APC INTERNATIONAL INC	00479917	APC-SCPV-05	AGREEMENT FOR ON-CALL CONSTRUC	General Fund	1,379.00
10/09/2020	APC INTERNATIONAL INC	00479917	APC-SCPV-05	AGREEMENT FOR ON-CALL CONST	PW Capital Proj ManagementFund	19,484.50
				Total for Payment No.:		20,863.50

**Payment No: 646283**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ARAMARK UNIFORM SERVICES	00479204	760977976	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
10/09/2020	ARAMARK UNIFORM SERVICES	00479410	760987421	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
				Total for Payment No.:		814.20

**Payment No: 646284**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ARCA RECYCLING INC	00479121	54568	FRIDGE/FREEZER RECYCLE AUG2020	Elec OperatingGrant Trust Fund	1,125.00
				Total for Payment No.:		1,125.00



**Payment No: 646285**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AT&T	00479411	1173057576	T1.5 MBPS SVC 19SEP20-18OCT20	Electric Utility	540.86
				Total for Payment No.:		540.86

**Payment No: 646286**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AT&T CALNET	00479303	000015354648	BN9391023689 8/20/20-9/19/20	Electric Utility	197.74
				Total for Payment No.:		197.74

**Payment No: 646287**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	AVATAR HOTEL	00479836	35385SEPT2020	REIMBURSEMENT FOR CIVITAS PMT	Deposit Funds.	500.00
				Total for Payment No.:		500.00

**Payment No: 646288**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BANNER BANK	00479856	35232SEP2020	RETENTION	Water Utility Construction	24,195.50
				Total for Payment No.:		24,195.50

**Payment No: 646289**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	BAUER COMPRESSORS INC	00479319	0000270523	MSA CARTRIDGES	General Fund	510.75
10/09/2020	BAUER COMPRESSORS INC	00479319	0000270523	MSA G1 ADAPTERS	General Fund	2,108.90
				Total for Payment No.:		2,619.65

**Payment No: 646290**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	BAY AREA WATER SUPPLY &	00479312	7062	FY 20-21 WATER SMART USE REPRT	Water Utility	100,280.00
				Total for Payment No.:		100,280.00
<b>Payment No: 646291</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	BERLITZ LANGUAGES, INC	00479162	001-274-20-03753	BILINGUAL TESTING - THREE EMP.	General Fund	300.00
				Total for Payment No.:		300.00
<b>Payment No: 646292</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	BILTMORE HOTEL AND SUITES	00479837	19171SEPT2020	REIMBURSEMENT FOR CIVITAS PMT	Deposit Funds.	500.00
				Total for Payment No.:		500.00
<b>Payment No: 646293</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	BRIGHTVIEW TREE CARE SERVICES, INC.	00480211	6994930	TREES	Parks And Recreation	981.00
10/09/2020	BRIGHTVIEW TREE CARE SERVICES, INC.	00480212	6997282	TREES	Parks And Recreation	196.20
				Total for Payment No.:		1,177.20
<b>Payment No: 646294</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	CARAHSOFT TECHNOLOGY CORP	00479913	23594696INV	DOCUSIGN: SEAT SUBSCRIPTION	General Fund	15,684.16
				Total for Payment No.:		15,684.16
<b>Payment No: 646295</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/09/2020	CED CONTRACTORS	00479205	7488-507356	LOT PRICE Q-1895854	Electric Utility	3,234.97
				Total for Payment No.:		3,234.97

**Payment No: 646296**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CITY OF FRESNO-POLICE DEPARTMENT	00479234	6345	REGIST GILMER/TYLER SNIPER INS	General Fund	1,820.00
				Total for Payment No.:		1,820.00

**Payment No: 646297**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CITY OF SAN JOSE	00479322	19177687	2020 AUG 4495 N 1ST WATER MTR	Water Utility	262.22
				Total for Payment No.:		262.22

**Payment No: 646298**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CONLEFF PLUMBING SUPPLY CO	00478918	192706	FS 9 SHOWER	General Fund	99.41
10/09/2020	CONLEFF PLUMBING SUPPLY CO	00479428	193029	SLOAN URINAL SENSOR	General Fund	201.03
10/09/2020	CONLEFF PLUMBING SUPPLY CO	00479429	193069	SLOAN SPUDS	General Fund	156.48
				Total for Payment No.:		456.92

**Payment No: 646299**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CONSOLIDATED PARTS INC	00479363	5062935	PARTS AND TOOLS	Water Utility	3,731.07
				Total for Payment No.:		3,731.07

**Payment No: 646300**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	COPWARE INC	00478780	85245	COPWARE Site License	General Fund	2,125.00
				Total for Payment No.:		2,125.00

**Payment No: 646301**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	COUNTY OF SANTA CLARA	00480065	1800074178	PRE-BOOKING SHEETS	General Fund	3,907.59
				Total for Payment No.:		3,907.59

**Payment No: 646302**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	COUNTY OF SANTA CLARA-FINANCE DEPARTMENT	00478656	1800073686	Stadium Radios	General Fund	60,369.95
10/09/2020	COUNTY OF SANTA CLARA-FINANCE DEPARTMENT	00478656	1800073686	City Radios	Communications Acq.	261,250.05
				Total for Payment No.:		321,620.00

**Payment No: 646303**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CRESKO EQUIPMENT RENTALS	00479304	5216713-0002	WAREHOUSE FORKLIFT8/26-9/23/20	Electric Utility	1,308.00
10/09/2020	CRESKO EQUIPMENT RENTALS	00479304	5216713-0002	PROP TAX RECOVERY FEE	Electric Utility	9.00
10/09/2020	CRESKO EQUIPMENT RENTALS	00479304	5216713-0002	EPA CHARGE/WASTE FEES	Electric Utility	7.00
10/09/2020	CRESKO EQUIPMENT RENTALS	00479304	5216713-0002	EQUIPMENT PROTECTION PLAN	Electric Utility	168.00
				Total for Payment No.:		1,492.00

**Payment No: 646304**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	CRIME SCENE CLEANERS INC	00480061	78793	VEHICLE 3304	General Fund	70.00
				Total for Payment No.:		70.00

**Payment No: 646305**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DASHER TECHNOLOGIES INC	00479301	355114	881.APC RACK PDU 2G,METERED	Electric Utility Construction	1,447.93
				Total for Payment No.:		1,447.93

**Payment No: 646306**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DAVEY TREE SURGERY	00479412	915024850	TREE TRIMMING PWR LINES AUG20	Electric Utility	220,865.04
10/09/2020	DAVEY TREE SURGERY	00479412	915024850	DUMP FEES AUG20	Electric Utility	7,671.50
				Total for Payment No.:		228,536.54

**Payment No: 646307**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	DELL MARKETING LP	00480210	10417871502	Dell Ultrasharp 32 4K USB-C Mo	General Fund	8,076.90
10/09/2020	DELL MARKETING LP	00480210	10417871502	Environmental Fee	General Fund	50.00
				Total for Payment No.:		8,126.90

**Payment No: 646308**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	EMBASSY SUITES SANTA CLARA	00479838	20942SEPT2020	REIMBURSEMENT FOR CIVITAS PMT	Deposit Funds.	500.00
				Total for Payment No.:		500.00

**Payment No: 646309**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	EQUIFAX CREDIT INFORMATION SVC	00478654	6012994	Credit Check - Stadium	General Fund	18.52
				Total for Payment No.:		18.52

**Payment No: 646310**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FAST UNDERCAR SANTA CLARA	00479052	142118	PARTS-V#2868	Fleet Operation Fund	70.05
10/09/2020	FAST UNDERCAR SANTA CLARA	00479053	142572	PARTS-V#3102	Fleet Operation Fund	66.45
10/09/2020	FAST UNDERCAR SANTA CLARA	00479267	145233	PARTS-V#3414	Fleet Operation Fund	144.68
				Total for Payment No.:		281.18

**Payment No: 646311**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FEDERAL EXPRESS	00479914	7-119-66109	MAIL TO MOORE LACOFANO	General Fund	6.66
				Total for Payment No.:		6.66

**Payment No: 646312**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FIRST ALARM SECURITY & PATROL,	00480205	10365144	SECURITY SERVICES (1 YEAR, \$91	General Fund	910.00
				Total for Payment No.:		910.00

**Payment No: 646313**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FMG ENTERPRISES INC	00480137	13273OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 646314**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	FRONTIER FORD	00479054	647944	PARTS-V#3385	Fleet Operation Fund	408.61
				Total for Payment No.:		408.61

**Payment No: 646315**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GENEVIEVE ALTWER LMFT	00479310	309	BEHAVIORAL COUNSELING	General Fund	160.00
10/09/2020	GENEVIEVE ALTWER LMFT	00479311	299	BEHAVIORAL COUNSELING	General Fund	160.00
10/09/2020	GENEVIEVE ALTWER LMFT	00479313	314	BEHAVIORAL COUNSELING	General Fund	160.00
10/09/2020	GENEVIEVE ALTWER LMFT	00479314	291	BEHAVIORAL COUNSELING	General Fund	160.00
10/09/2020	GENEVIEVE ALTWER LMFT	00479315	319	BEHAVIORAL COUNSELING	General Fund	160.00
10/09/2020	GENEVIEVE ALTWER LMFT	00479317	318	BEHAVIORAL COUNSELING	General Fund	160.00

Total for Payment No.: 960.00

**Payment No: 646316**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GEXPRO	00480050	S127935108.001	TRANSFORMER, PAD, 750 KVA, 480	Electric Utility	76,888.60
10/09/2020	GEXPRO	00480057	S127935027.001	TRANSFORMER, PAD, 1000 KVA, 48	Electric Utility	84,152.36
10/09/2020	GEXPRO	00480058	S127935108.003	TRANSFORMER, PAD, 750 KVA, 480	Electric Utility	76,888.60
10/09/2020	GEXPRO	00480059	S128591134.003	FUSE, METERING, 12KV, 1 AMP, G	Electric Utility	2,414.87
Total for Payment No.:						240,344.43

**Payment No: 646317**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GLOBAL RENTAL CO	00479413	3541728	2019 INTL4300 9/22/20-10/19/20	Electric Utility	3,706.00
Total for Payment No.:						3,706.00

**Payment No: 646318**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GRANITE CONSTRUCTION COMPANY	00479367	1874031	3/8" CMASC252 HOT MIX	Water Utility	1,810.05
Total for Payment No.:						1,810.05

**Payment No: 646319**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GRIFFIN AUTO PARTS	00479055	1-260374	PARTS- STOCK	Fleet Operation Fund	226.37
Total for Payment No.:						226.37

**Payment No: 646320**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	GUIDEHOUSE INC	00479300	0100055881	NERC CIP SUPPORT AUG20	Electric Utility	1,545.50

Total for Payment No.: 1,545.50

**Payment No: 646321**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HILTON HOTEL SANTA CLARA	00479839	18306SEPT2020	REIMBURSEMENT FOR CIVITAS PMT	Deposit Funds.	500.00
Total for Payment No.:						500.00

**Payment No: 646322**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HOME DEPOT USA	00479438	573610748	RYOBI 18V ONE PLUS SPRAY	Other City Dept Op Grant Fund	420.85
Total for Payment No.:						420.85

**Payment No: 646323**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HUGHES NETWORK SYSTEMS LLC	00479299	B1-365568162	METER SVC G2 ENERGY SEP20	Electric Utility	101.94
Total for Payment No.:						101.94

**Payment No: 646324**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HYATT HOUSE SANTA CLARA	00479840	35386SEPT2020	REIMBURSEMENT FOR CIVITAS PMT	Deposit Funds.	500.00
Total for Payment No.:						500.00

**Payment No: 646325**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	HYATT REGENCY SANTA CLARA	00479841	16262SEPT2020	REIMBURSEMENT FOR CIVITAS PMT	Deposit Funds.	500.00
Total for Payment No.:						500.00

**Payment No: 646326**



Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INDUSTRIAL PLUMBING SUPPLY	00479332	89392	COVID TOUCHLESS FAUCET	Other City Dept Op Grant Fund	2,441.94
10/09/2020	INDUSTRIAL PLUMBING SUPPLY	00479333	89201	COVID TOUCHLESS VALVES	Other City Dept Op Grant Fund	1,787.26
10/09/2020	INDUSTRIAL PLUMBING SUPPLY	00479334	89200	COVID TOUCHLESS URINAL	Other City Dept Op Grant Fund	898.98
				Total for Payment No.:		5,128.18

**Payment No: 646327**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INDUSTRIAL SCIENTIFIC CORP	00479320	2357031	2020 SEPT INET GAS MONITORING	Sewer Utility	650.86
10/09/2020	INDUSTRIAL SCIENTIFIC CORP	00479414	2356660	INET SUBSC 8/30/20-9/29/2020	Electric Utility	677.11
				Total for Payment No.:		1,327.97

**Payment No: 646328**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INNOVASAFE INC	00479302	323095	RNWL SFTWR ESCROW AGR SEP20-21	Electric Utility Construction	500.00
				Total for Payment No.:		500.00

**Payment No: 646329**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INTELLIGENT TECHNOLOGIES & SVC	00479785	86171	PREV MTCE INSPECTION DVR	Electric Utility	5,843.25
				Total for Payment No.:		5,843.25

**Payment No: 646330**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	INTERNATIONAL ACADEMIES OF	00478726	SIN264517	Recert S Wilcox	General Fund	50.00
10/09/2020	INTERNATIONAL ACADEMIES OF	00478727	SIN264518	Recert L Clevenger	General Fund	50.00
				Total for Payment No.:		100.00

**Payment No: 646331**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	JOHN W. BATY	00479169	35389SEP2020	REIMB. FINGERPRINTING SERVICES	General Fund	17.00
10/09/2020	JOHN W. BATY	00479169	35389SEP2020	POSTAGE TO DOJ	General Fund	7.75
10/09/2020	JOHN W. BATY	00479169	35389SEP2020	LIVESCAN - DOJ	General Fund	49.00
10/09/2020	JOHN W. BATY	00479169	35389SEP2020	REIMB. FINGERPRINTING SERVICES	General Fund	40.00
				Total for Payment No.:		113.75

**Payment No: 646332**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	KIMBALL MIDWEST	00480054	8065661	SCREW, HEX HEAD 1/4"x1-1/2" 31	Electric Utility	141.70
				Total for Payment No.:		141.70

**Payment No: 646333**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	LANGUAGE LINE SOLUTIONS	00479341	10073989	TRANSLATION SERVICES	Information Technology Service	1,075.33
				Total for Payment No.:		1,075.33

**Payment No: 646334**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	LAW ENFORCEMENT PSYCHOLOGICAL	00478661	1177	Psych Services	General Fund	400.00
				Total for Payment No.:		400.00

**Payment No: 646335**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	LC ACTION POLICE SUPPLY	00479171	415495	Grommets for new batons	General Fund	130.47
				Total for Payment No.:		130.47

**Payment No: 646336**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	LINCOLN AQUATICS	00479439	36009569	LIQUID CHLORINE	General Fund	1,262.22
10/09/2020	LINCOLN AQUATICS	00479439	36009569	PESTICIDE ASSESSMENT	General Fund	58.62
10/09/2020	LINCOLN AQUATICS	00479440	36009570	MURIATIC ACID	General Fund	637.65
10/09/2020	LINCOLN AQUATICS	00479440	36009570	PESTICIDE ASSESSMENT	General Fund	48.33
				Total for Payment No.:		2,006.82

**Payment No: 646337**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MALLORY SAFETY & SUPPLY LLC	00479368	4912257	HIGH VOLTAGE BARRIER TAPE	Electric Utility	19.08
				Total for Payment No.:		19.08

**Payment No: 646338**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MCKENDRY DOOR SALES INC	00480106	31600	FY2020 APPARATUS BAY DOOR PREV	General Fund	1,240.00
10/09/2020	MCKENDRY DOOR SALES INC	00480107	31598	FY2020 APPARATUS BAY DOOR PREV	General Fund	300.00
10/09/2020	MCKENDRY DOOR SALES INC	00480108	31595	FY2020 APPARATUS BAY DOOR PREV	General Fund	300.00
10/09/2020	MCKENDRY DOOR SALES INC	00480109	31596	FY2020 APPARATUS BAY DOOR PREV	General Fund	300.00
10/09/2020	MCKENDRY DOOR SALES INC	00480118	31605	FY2020 APPARATUS BAY DOOR PREV	General Fund	1,240.00
10/09/2020	MCKENDRY DOOR SALES INC	00480121	31601	FY2020 APPARATUS BAY DOOR PREV	General Fund	1,240.00
10/09/2020	MCKENDRY DOOR SALES INC	00480124	31602	FY2020 APPARATUS BAY DOOR PREV	General Fund	1,240.00
10/09/2020	MCKENDRY DOOR SALES INC	00480125	31606	FY2020 APPARATUS BAY DOOR PREV	General Fund	1,240.00
				Total for Payment No.:		7,100.00

**Payment No: 646339**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	MUNICIPAL MAINTENANCE EQUIPMNT	00479271	0152162-IN	PARTS-V#3256	Fleet Operation Fund	2,360.11
				Total for Payment No.:		2,360.11

**Payment No: 646340**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	NAPA AUTO PARTS	00479056	5983-585867	PARTS-V#2960	Fleet Operation Fund	22.89
10/09/2020	NAPA AUTO PARTS	00479057	5983-590147	PARTS-V#3274	Fleet Operation Fund	391.18
10/09/2020	NAPA AUTO PARTS	00479058	5983-591902	PARTS-V#3086	Fleet Operation Fund	12.58
10/09/2020	NAPA AUTO PARTS	00479272	5983-592486	PARTS-STOCK	Fleet Operation Fund	178.44
				Total for Payment No.:		605.09

**Payment No: 646341**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	NV5 INC	00479325	172604	2020 JUL SERRA TANK RHB DESIGN	Water Utility Construction	2,647.50
				Total for Payment No.:		2,647.50

**Payment No: 646342**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PARS	00479364	46318	PARS - PARS FEE JULY 2020	General Fund	3,481.17
				Total for Payment No.:		3,481.17

**Payment No: 646343**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PG&E	00479222	0007950202-7	GRIZZLY PH O&M AUG20	Electric Utility	73,041.68
10/09/2020	PG&E	00479222	0007950202-7	GRIZZLY PH O&M AUG20 (TAXABLE)	Electric Utility	59.59
				Total for Payment No.:		73,101.27

**Payment No: 646344**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PG&E	00479223	0007950219-1	GRIZZLY PROJ O&M 15% COO AUG20	Electric Utility	10,515.61
				Total for Payment No.:		10,515.61

**Payment No: 646345**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PG&E	00479415	0007950206-8	COP GRIZZLY AUG20	Electric Utility Construction	804,023.98
10/09/2020	PG&E	00479415	0007950206-8	COP GRIZZLY AUG20 (TAXABLE)	Electric Utility Construction	8,175.01
				Total for Payment No.:		812,198.99

**Payment No: 646346**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	POCO SOLAR ENERGY INC	00479369	116708	SPOOLS DACRON STRAP	Water Utility	479.93
10/09/2020	POCO SOLAR ENERGY INC	00479374	117826	8' SOLAR PANEL	Water Utility	363.19
				Total for Payment No.:		843.12

**Payment No: 646347**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PRAETORIAN DIGITAL; EVALS	00479308	INV6444	EVALS ANNUAL SUBSCRIPTION	General Fund	2,125.00
				Total for Payment No.:		2,125.00

**Payment No: 646348**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PRIME MECHANICAL SERVICE, INC	00479335	22402	FS 6 WATER HEATER	General Fund	402.00
				Total for Payment No.:		402.00

**Payment No: 646349**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	PRINTS CHARLES REPROGRAPHICS	00479349	97944	CE19-20-01 PLANS & SPECS	Streets And Highways	1,683.29
				Total for Payment No.:		1,683.29

**Payment No: 646350**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	R & B CO	00479375	S1967606.001	HYDRANT BURY	Water Utility	244.50
10/09/2020	R & B CO	00480048	S1962877.004	COUPLER, PAK JOINT, STRAIGHT,	Water Utility	2,441.16
10/09/2020	R & B CO	00480056	S1961133.001	BOX, FIBERGLASS, N-36, 17INX30	Electric Utility	3,283.08
				Total for Payment No.:		5,968.74

**Payment No: 646351**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RING POWER CORPORATION	00479342	44LU06146985	EQUIPMENT RNTL 8/18 - 9/14	Electric Utility Construction	3,400.00
10/09/2020	RING POWER CORPORATION	00479342	44LU06146985	ENVIRONMENTAL FEE	Electric Utility Construction	68.00
				Total for Payment No.:		3,468.00

**Payment No: 646352**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	RSP SUPPLY	00479376	INV277	WAVELINK PRO890-12-4025N1	Storm Drain	2,501.86
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	259.31
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	246.08
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	226.24
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	226.24
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	226.24
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	226.24
10/09/2020	RSP SUPPLY	00479406	INV278	WAVELINK PRO890	Sewer Utility	226.24
10/09/2020	RSP SUPPLY	00479407	INV282	WAVELINK PRO890	Water Utility	2,051.30
				Total for Payment No.:		6,189.75

**Payment No: 646353**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	SAN JOSE DEMOLITION, INC	00479858	0247	OPERATING ENGINEER	Solid Waste Program	2,945.00
10/09/2020	SAN JOSE DEMOLITION, INC	00479859	0248	OPERATING ENGINEER	Solid Waste Program	2,945.00
10/09/2020	SAN JOSE DEMOLITION, INC	00479860	0250	OPERATING ENGINEER	Solid Waste Program	2,945.00
10/09/2020	SAN JOSE DEMOLITION, INC	00479861	0252	OPERATING ENGINEER	Solid Waste Program	2,356.00
				Total for Payment No.:		11,191.00

**Payment No: 646354**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SAN JOSE MAILING	00479915	4306	MAILING FOR 3131 HOMESTEAD	General Fund	269.16
10/09/2020	SAN JOSE MAILING	00479915	4306	MAILING FOR 3131 HOMESTEAD	General Fund	316.31
10/09/2020	SAN JOSE MAILING	00479915	4306	MAILING FOR 3131 HOMESTEAD	General Fund	153.83
				Total for Payment No.:		739.30

**Payment No: 646355**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SANTA CLARA CO FIRE CHIEFS ASSN	00478480	20-018	ARSON INVEST TF ANNUAL DUES	General Fund	500.00
10/09/2020	SANTA CLARA CO FIRE CHIEFS ASSN	00478480	20-018	FIRE OPS ANNUAL DUES	General Fund	402.00
10/09/2020	SANTA CLARA CO FIRE CHIEFS ASSN	00478480	20-018	TRAINING SECTION ANNUAL DUES	General Fund	150.00
10/09/2020	SANTA CLARA CO FIRE CHIEFS ASSN	00478480	20-018	FIRE MARSHALS ANNUAL DUES	General Fund	100.00
10/09/2020	SANTA CLARA CO FIRE CHIEFS ASSN	00478480	20-018	FIRE CHIEFS ASSOC ANNUAL DUES	General Fund	500.00
				Total for Payment No.:		1,652.00

**Payment No: 646356**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SANTA CLARA LIGHTING, INC.	00478946	18443	FIRE LIGHTS	General Fund	250.16
10/09/2020	SANTA CLARA LIGHTING, INC.	00479336	19102	TASMAN	General Fund	424.77
10/09/2020	SANTA CLARA LIGHTING, INC.	00479337	19237	SUPPLIES	General Fund	90.25
10/09/2020	SANTA CLARA LIGHTING, INC.	00479449	19206	POWER PACK	General Fund	46.82
				Total for Payment No.:		812.00

**Payment No: 646357**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SANTA CLARA UNIFIED SCHOOL	00479064	12253	FOOTSTEPS 2 BRILLIANCE	General Fund	50,000.00
				Total for Payment No.:		50,000.00

**Payment No: 646358**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SANTA CLARA WEEKLY	00479172	1244582	AUDITOR ORD #2020 PUB 6-17-20	General Fund	576.00
				Total for Payment No.:		576.00

**Payment No: 646359**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SANTA CLARA WINDUSTRIAL CO	00478950	00411901	DRIVE UP WINDOW	General Fund	74.50
10/09/2020	SANTA CLARA WINDUSTRIAL CO	00478952	00403401	FINANCE DRIVE UP	General Fund	74.50
				Total for Payment No.:		149.00

**Payment No: 646360**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SCP DISTRIBUTORS LLC	00479448	36009077	BRASS TIE ROD	General Fund	77.92
				Total for Payment No.:		77.92

**Payment No: 646361**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SHRED-IT USA LLC	00478651	8180362194	Shredding Service	General Fund	550.84
10/09/2020	SHRED-IT USA LLC	00479242	8180438059	FINANCE-ACCOUNTING & PAYROLL	General Fund	102.96
10/09/2020	SHRED-IT USA LLC	00479242	8180438059	FINANCE-MUNICIPAL SERVICES	General Fund	51.48
10/09/2020	SHRED-IT USA LLC	00479242	8180438059	HOUSING	General Fund	51.48
10/09/2020	SHRED-IT USA LLC	00479242	8180438059	HUMAN RESOURCES	General Fund	51.48
10/09/2020	SHRED-IT USA LLC	00479242	8180438059	CITY ATTORNEY'S OFFICE	General Fund	51.48



10/09/2020	SHRED-IT USA LLC	00479242	8180438059	CCO - RECORDS CENTER	General Fund	51.50
10/09/2020	SHRED-IT USA LLC	00479242	8180438059	INFORMATION TECHNOLOGY	Information Technology Service	102.96
				Total for Payment No.:		1,014.18

**Payment No: 646362**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SILKE COMMUNICATIONS SOLUTIONS	00478497	93080	STATION 9 REWIRING	General Fund	4,130.00
				Total for Payment No.:		4,130.00

**Payment No: 646363**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SITEIMPROVE, INC.	00480213	68229	Annual ongoing subscription re	General Government - Other	15,600.00
				Total for Payment No.:		15,600.00

**Payment No: 646364**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	STANDARD PLUMBING SUPPLY CO	00478940	LNG940	VALVES CH	General Fund	2,175.64
				Total for Payment No.:		2,175.64

**Payment No: 646365**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	STANFORD HOSPITAL AND CLINICS	00480098	2008-106933CITYNSCL	STANFORD MEDICAL DIRECTOR SERV	General Fund	2,083.00
10/09/2020	STANFORD HOSPITAL AND CLINICS	00480099	2007-106933CITYNSCL	STANFORD MEDICAL DIRECTOR SERV	General Fund	2,083.00
				Total for Payment No.:		4,166.00

**Payment No: 646366**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/09/2020	STERICYCLE INC	00479170	3005257570	PD	General Fund	430.78
10/09/2020	STERICYCLE INC	00479170	3005257570	Streets	Solid Waste Program	64.48
				Total for Payment No.:		495.26

**Payment No: 646367**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	STEVENS CREEK CHEVROLET	00479274	111991	PARTS-V#3414	Fleet Operation Fund	192.27
10/09/2020	STEVENS CREEK CHEVROLET	00479276	111994	PARTS-V#3414	Fleet Operation Fund	192.27
				Total for Payment No.:		384.54

**Payment No: 646368**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SUNNYVALE FORD	00478527	173334	PARTS- V#3372	Fleet Operation Fund	34.34
10/09/2020	SUNNYVALE FORD	00478528	173440	PARTS- V#3210	Fleet Operation Fund	307.52
10/09/2020	SUNNYVALE FORD	00478529	CM149456*4	CREDIT- CORE RETURNED	Fleet Operation Fund	-196.20
10/09/2020	SUNNYVALE FORD	00478530	CM165554	CREDIT- CORE RETURNED	Fleet Operation Fund	-327.00
10/09/2020	SUNNYVALE FORD	00478531	CM167546	CREDIT- CORE RETURNED	Fleet Operation Fund	-130.80
10/09/2020	SUNNYVALE FORD	00478532	CM121953*1	CREDIT- CORE RETURNED	Fleet Operation Fund	-65.40
10/09/2020	SUNNYVALE FORD	00478765	173765	PARTS- V#3199	Fleet Operation Fund	16.78
10/09/2020	SUNNYVALE FORD	00479059	173042	PARTS-V#2987	Fleet Operation Fund	289.22
10/09/2020	SUNNYVALE FORD	00479060	172747-1	PARTS-STOCK	Fleet Operation Fund	693.94
10/09/2020	SUNNYVALE FORD	00479061	173791	PARTS-STOCK	Fleet Operation Fund	12.68
10/09/2020	SUNNYVALE FORD	00479278	174036	PARTS-V#3273	Fleet Operation Fund	12.68
10/09/2020	SUNNYVALE FORD	00479281	174191	PARTS-V#3349	Fleet Operation Fund	57.65
				Total for Payment No.:		705.41

**Payment No: 646369**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SWA SERVICES GROUP	00478958	21262	RAYMOND BLD	Electric Utility	1,492.68

10/09/2020	SWA SERVICES GROUP	00479338	21288	SENIOR CENTER COOLING CENTER	General Fund	1,080.00
10/09/2020	SWA SERVICES GROUP	00479343	21286	SEPT 2020 JANITORIAL	General Fund	79,426.89
				Total for Payment No.:		81,999.57

**Payment No: 646370**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	SYN-TECH SYSTEMS INC	00479284	220787	FUEL ISLAND MAINT.	Fleet Operation Fund	108.57
10/09/2020	SYN-TECH SYSTEMS INC	00479286	222195	FUEL ISLAND MAIN- LIGHTNG REPR	Fleet Operation Fund	2,002.49
10/09/2020	SYN-TECH SYSTEMS INC	00479297	220641	FUEL ISALND MAINT.- LIGHTN RPR	Fleet Operation Fund	3,815.00
10/09/2020	SYN-TECH SYSTEMS INC	00479298	222193	CREDIT- FUEL ISLAND MAINT.	Fleet Operation Fund	-3,815.00
				Total for Payment No.:		2,111.06

**Payment No: 646371**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TARGET SPECIALTY PRODUCTS INC	00479441	INVP500244474	KENTUCKY BLUEGRASS	General Fund	374.83
10/09/2020	TARGET SPECIALTY PRODUCTS INC	00479443	INVP500250459	LIFELINE HERBICIDE	General Fund	981.49
10/09/2020	TARGET SPECIALTY PRODUCTS INC	00479444	INVP500257898	HYDRO MAX GROWTH	General Fund	468.72
				Total for Payment No.:		1,825.04

**Payment No: 646372**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TELEFLEX LLC	00479373	9503041716	MEDICAL SUPPLIES - IO DRIVERS	General Fund	245.25
				Total for Payment No.:		245.25

**Payment No: 646373**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	THYSSENKRUPP ELEVATOR	00479345	6000430055	SENIOR CNT ASST FIRE TEST	General Fund	586.00
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	CITY HALL	General Fund	93.64
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	BERMAN	General Fund	93.64

10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	CRC	General Fund	23.41
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	SENIOR	General Fund	187.28
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	1990 WALSH	General Fund	23.41
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	FIRE	General Fund	93.64
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	SENIOR CENT	General Fund	23.22
10/09/2020	THYSSENKRUPP ELEVATOR	00479346	3005470058	SVP	Electric Utility	93.64
10/09/2020	THYSSENKRUPP ELEVATOR	00479348	6000420013	SENIOR CNT SAFETY TEST	General Fund	9,020.00
Total for Payment No.:						10,237.88

**Payment No: 646374**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TMT ENTERPRISES INC	00479445	05661	TOPSOIL	General Fund	1,021.43
10/09/2020	TMT ENTERPRISES INC	00479446	05662	NITRO REDWOOD SAWDUST	General Fund	2,457.95
10/09/2020	TMT ENTERPRISES INC	00479447	05836	STAB AROMAS FINES	General Fund	343.59
Total for Payment No.:						3,822.97

**Payment No: 646375**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	TRB AND ASSOCIATES, INC.	00479851	3439	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	2,035.00
10/09/2020	TRB AND ASSOCIATES, INC.	00479852	3444	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	2,682.50
Total for Payment No.:						4,717.50

**Payment No: 646376**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	UNIFIRST CORPORATION	00479174	385 0405094	GARMENT RENT/CLEAN SVCS DVR	Electric Utility	391.10
10/09/2020	UNIFIRST CORPORATION	00479175	385 0405095	DELIVERY FEE SVP	Electric Utility	13.00
10/09/2020	UNIFIRST CORPORATION	00479175	385 0405095	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	39.73
10/09/2020	UNIFIRST CORPORATION	00479176	385 0405096	GARMENT RENTAL/CLEANING T&D	Electric Utility	768.43
10/09/2020	UNIFIRST CORPORATION	00479177	385 0405098	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	84.31

10/09/2020	UNIFIRST CORPORATION	00479178	385 0405102	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	402.71
10/09/2020	UNIFIRST CORPORATION	00479179	385 0405103	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	65.33
10/09/2020	UNIFIRST CORPORATION	00479180	385 0405136	GARMENT RENT/CLEANING SVC CH	Electric Utility	85.93
Total for Payment No.:						1,850.54

**Payment No: 646377**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	UNITED PARCEL SERVICE	00480043	00009882E5380A	HOUSING AND COMMUNITY	General Fund	13.38
10/09/2020	UNITED PARCEL SERVICE	00480043	00009882E5380A	CITY CLERK	General Fund	31.00
10/09/2020	UNITED PARCEL SERVICE	00480043	00009882E5380A	WATER AND SEWER	Water Utility	14.71
Total for Payment No.:						59.09

**Payment No: 646378**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	UNIVAR SOLUTIONS USA INC	00479221	48738604	CAUSTIC SODA 30% SEP2020	Electric Utility	794.34
10/09/2020	UNIVAR SOLUTIONS USA INC	00479305	48744896	CALIFORNIA MILL FEE	Electric Utility	19.47
10/09/2020	UNIVAR SOLUTIONS USA INC	00479305	48744896	DVR CHEM DEL SOD HYP SEP2020	Electric Utility	894.96
Total for Payment No.:						1,708.77

**Payment No: 646379**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	VALLEY POWER SYSTEMS INC	00479062	K56612	HAZMAT CHARGE	Fleet Operation Fund	20.00
10/09/2020	VALLEY POWER SYSTEMS INC	00479062	K56612	LABOR-V#3452 WO#128141	Fleet Operation Fund	806.00
10/09/2020	VALLEY POWER SYSTEMS INC	00479062	K56612	MILEAGE- V#3452 WO#128141	Fleet Operation Fund	1.17
10/09/2020	VALLEY POWER SYSTEMS INC	00479062	K56612	PARTS-V#3452 WO#128141	Fleet Operation Fund	372.83
10/09/2020	VALLEY POWER SYSTEMS INC	00479063	K56613	MILEAGE-V#3454 WO#128404	Fleet Operation Fund	10.06
10/09/2020	VALLEY POWER SYSTEMS INC	00479063	K56613	PARTS-V#3454 WO#128404	Fleet Operation Fund	331.94
10/09/2020	VALLEY POWER SYSTEMS INC	00479063	K56613	LABOR-V#3454 WO#128404	Fleet Operation Fund	858.00
Total for Payment No.:						2,400.00

**Payment No: 646380**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	VERIZON WIRELESS	00479327	9862161181	WATER	Water Utility	198.00
10/09/2020	VERIZON WIRELESS	00479327	9862161181	WATER	Sewer Utility	198.00
10/09/2020	VERIZON WIRELESS	00479327	9862161181	WATER	Water Recycling Program	98.99
				Total for Payment No.:		494.99

**Payment No: 646381**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	EOC	General Fund	73.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	FIRE	General Fund	734.64
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	CENTRAL LIB	General Fund	153.41
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	NORTHSIDE LIB	General Fund	91.66
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	MISSION LIB	General Fund	74.41
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	PARKS	General Fund	893.12
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	PURCHASING WAREHOUSE	General Fund	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	BUILDING MTC	General Fund	336.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	BERRYESSA ADOBE	General Fund	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	PD	General Fund	135.41
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	STREETS	General Fund	201.41
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	SVP DUANE	Electric Utility	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	SVP ROBERTS	Electric Utility	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	SVP MARTIN	Electric Utility	74.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	CEMETR	Cemetery	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	HARRIS LASS	Public Buildings	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	HEADEN INMAN	Public Buildings	63.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	JAMISON BROWN	Public Buildings	63.75
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	TRITON	Public Buildings	91.66
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479360	8365063	MORSE MANSION	General Government	85.00

- Other

Total for Payment No.:

3,448.47

**Payment No: 646382**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479354	8432531	1500 CIVIC CENTER	General Government - Other	45.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479355	8439621	HEART OF VALLEY	Public Buildings	50.00
10/09/2020	WESTERN EXTERMINATOR COMPANY	00479356	8411331	SCCC	Convention Cnt Maintenance Dis	70.00
				Total for Payment No.:		165.00

**Payment No: 646383**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/09/2020	ZANKER RECYCLING	00479450	5527	DOUGLAS FIR SMALL BARK	General Fund	1,586.31
				Total for Payment No.:		1,586.31

Overall Total

2,681,740.02



City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 10/15/2020  
Run Time 11:00:26 AM

Sorted by Payment Number

Payment No: 017310

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AP PRINTING CORP	00480472	14864OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017311

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	HIEP NGUYEN	00480467	35518OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017312

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ILLUSIVE COMICS & GAMES, LLC1	00480469	13357OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

Payment No: 017313

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	NANOSTRUCTURES INC	00480468	35531OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

Payment No: 017314

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	STEVENS CREEK FAMILY DENTISTRY	00480473	17229OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00

**Payment No: 017315**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SUNNY & JOHN INC	00480471	14060OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00

**Payment No: 017316**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	THE LAW OFFICES OF DEBORAH	00480475	35530OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
Total for Payment No.:						5,000.00

**Payment No: 017317**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	3DEGREES GROUP INC	00479526	19087	SC GREEN POWER REC SUP AUG20	Electric Utility	1,273.00
10/16/2020	3DEGREES GROUP INC	00479526	19087	REC GREEN-E CA WECCSOLAR AUG20	Electric Utility	44,090.10
Total for Payment No.:						45,363.10

**Payment No: 017318**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ACT ENVIRO	00479563	299520	PROPANE CYLINDER	Electric Utility	60.00
10/16/2020	ACT ENVIRO	00479563	299520	TRANSPORTATION 30 GALLON	Electric Utility	132.00
10/16/2020	ACT ENVIRO	00479563	299520	3 HR LABOR DRIVER 9/10/20	Electric Utility	201.00
10/16/2020	ACT ENVIRO	00479563	299520	PPE GEAR LEVEL D	Electric Utility	8.00
10/16/2020	ACT ENVIRO	00479563	299520	PCB OIL ABSORBENT	Electric Utility	165.00
10/16/2020	ACT ENVIRO	00479563	299520	PCB OIL ABSORBENT	Electric Utility	126.00

10/16/2020	ACT ENVIRO	00479563	299520	TRANSPORTATION 5 GALLON	Electric Utility	40.00
10/16/2020	ACT ENVIRO	00479563	299520	TRANSPORTATION 55 GALLON	Electric Utility	264.00
10/16/2020	ACT ENVIRO	00479563	299520	AEROSOLS	Electric Utility	165.00
10/16/2020	ACT ENVIRO	00479563	299520	AEROSOLS	Electric Utility	330.00
10/16/2020	ACT ENVIRO	00479563	299520	OILY DEBRIS	Electric Utility	240.00
10/16/2020	ACT ENVIRO	00479563	299520	OILY DEBRIS	Electric Utility	750.00
10/16/2020	ACT ENVIRO	00479563	299520	WASTE PAINT RELATED MATERIAL	Electric Utility	85.00
10/16/2020	ACT ENVIRO	00479563	299520	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	256.08
10/16/2020	ACT ENVIRO	00479563	299520	MANIFEST FEE	Electric Utility	60.00
10/16/2020	ACT ENVIRO	00479563	299520	30 GAL POLY DRUM UN1H2/30 OPEN	Electric Utility	310.65
10/16/2020	ACT ENVIRO	00479563	299520	55 GAL RECON POLY DRUM UN 1H2	Electric Utility	316.10
				Total for Payment No.:		3,508.83

**Payment No: 017319**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ADOBE INC	00479768	1265644388	CREATIVE CLOUD LICENSE MRKTNG	Electric Utility	2,778.84
10/16/2020	ADOBE INC	00479768	1265644388	CREATIVE CLOUD LICENSE SSG	Electric Utility	926.28
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE RISK	Electric Utility	387.36
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE DVR	Electric Utility	193.68
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE FIBER	Electric Utility Construction	193.68
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE RESOURCES	Electric Utility	387.36
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE RATES	Electric Utility	774.72
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE MARKETING	Electric Utility	387.36
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE ADMIN	Electric Utility	193.68
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE ENG	Electric Utility	193.68
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE CONTROL	Electric Utility	193.68
10/16/2020	ADOBE INC	00479768	1265644388	ADOBE PRO DC LICENSE DVR	Electric Utility	193.68
				Total for Payment No.:		6,804.00

**Payment No: 017320**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ADVANTAGE OFFICE SOLUTIONS INC	00479328	5115	FINANCE REMODEL	Public Buildings	2,927.38
10/16/2020	ADVANTAGE OFFICE SOLUTIONS INC	00479328	5115	LABOR	Public Buildings	1,295.00
10/16/2020	ADVANTAGE OFFICE SOLUTIONS INC	00479463	5272	Desk/Workplace Reconfiguration	General Fund	819.38
10/16/2020	ADVANTAGE OFFICE SOLUTIONS INC	00479463	5272	LABOR	General Fund	360.00
				Total for Payment No.:		5,401.76

**Payment No: 017321**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AIR PRODUCTS & CHEMICALS	00480201	414754169	PURCHASE OF CAPACITY SEP20	Electric Utility	48,000.00
				Total for Payment No.:		48,000.00

**Payment No: 017322**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AIRGAS USA, LLC	00479564	9105181412	E03NI99E15A0260 NC/90PPM	Electric Utility	616.49
10/16/2020	AIRGAS USA, LLC	00479564	9105181412	E03NI99E15A03N0 EP 9PPM NC/9	Electric Utility	616.48
10/16/2020	AIRGAS USA, LLC	00479564	9105181412	DELIVERY FLAT FEE	Electric Utility	64.31
10/16/2020	AIRGAS USA, LLC	00479564	9105181412	FUEL SURCHARGE FLAT	Electric Utility	7.96
10/16/2020	AIRGAS USA, LLC	00479564	9105181412	HAZMAT CHARGE	Electric Utility	12.54
				Total for Payment No.:		1,317.78

**Payment No: 017323**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ALL GUARD ALARM SYSTEMS INC	00479663	A757141	QUARTERLY FIRE MONITORING FS8	Information Technology Service	203.23
10/16/2020	ALL GUARD ALARM SYSTEMS INC	00479664	S101807	SERVICE CALL-SR CENTER	Information Technology Service	130.00
10/16/2020	ALL GUARD ALARM SYSTEMS INC	00479665	S102091	SERVICE CALL-FS 8	Information Technology Service	150.00

Total for Payment No.: 483.23

**Payment No: 017324**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ALLIANT INSURANCE SVCS INC	00480341	1449730	POLICY SF19CGL110350IC	Special Liability Insurance	109.39
Total for Payment No.:						109.39

**Payment No: 017325**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AMERESCO	00480216	39142	ENERGY (VASCO LF GAS) SEP20	Electric Utility	291,174.52
10/16/2020	AMERESCO	00480216	39142	VASCO LF O&M CHARGE SEP20	Electric Utility	13,065.57
10/16/2020	AMERESCO	00480227	39143	ENERGY (FORWARD LF GAS) SEP20	Electric Utility	283,853.32
10/16/2020	AMERESCO	00480227	39143	FORWARD LF O&M CHG SEP20	Electric Utility	9,316.37
Total for Payment No.:						597,409.78

**Payment No: 017326**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AMERICAN BEVERAGE EQUIPMENT	00479670	51631	OCT20 RENT FOR ICE MACHINE DVR	Electric Utility	200.00
Total for Payment No.:						200.00

**Payment No: 017327**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ANIXTER INC.	00480360	4694631-01	TRANSFORMER SAC ANDAX #TFS-065	Electric Utility	1,455.15
10/16/2020	ANIXTER INC.	00480362	4718316-00	BOLT - SQ HD - 5/8IN DIA. X 6I	Electric Utility	46.92
10/16/2020	ANIXTER INC.	00480363	4718316-02	MARKER, LETTER, V, 2-7/8INX1-3	Electric Utility	34.88
Total for Payment No.:						1,536.95

**Payment No: 017328**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	APPLIED POWER TECHNOLOGIES INC	00479527	13348-06	MO. EPMS MAINT SRV SEP2020	Electric Utility	2,530.33
				Total for Payment No.:		2,530.33

**Payment No: 017329**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ASPEN ENVIRONMENTAL GROUP	00479461	3360.001-26	ENVIRONMENTAL SERVICES AUG20	Electric Utility Construction	305.63
				Total for Payment No.:		305.63

**Payment No: 017330**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BADGER METER INC	00480442	1390947	METER, WATER 1 1/2" ELIPTICAL	Water Utility	13,025.51
10/16/2020	BADGER METER INC	00480442	1390947	METER, 3IN, TURBINE, ENCODED R	Water Utility	2,001.24
				Total for Payment No.:		15,026.75

**Payment No: 017331**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BAKER & TAYLOR BOOKS	00479551	CI233547	1241 AD BK	General Fund	1,806.99
				Total for Payment No.:		1,806.99

**Payment No: 017332**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BELL ELECTRICAL SUPPLY	00479682	5641882	SUPPLIES	General Fund	189.67
				Total for Payment No.:		189.67

**Payment No: 017333**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BROWNING FERRIS INDUSTRIES	00479442	M200600	JUNE 2020 SERVICES	Solid Waste Program	180,659.78

10/16/2020	BROWNING FERRIS INDUSTRIES	00479442	M200600	JUNE 2020 SERVICES	Solid Waste Program	42,040.75
10/16/2020	BROWNING FERRIS INDUSTRIES	00479442	M200600	JUNE 2020 SERVICES	Water Utility	22,800.79
10/16/2020	BROWNING FERRIS INDUSTRIES	00479442	M200600	MAY 2020 GARBAGE DISPOSAL CHAR	Solid Waste Program	32,393.79
				Total for Payment No.:		277,895.11

**Payment No: 017334**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	CALCASP	00480457	20200720	Accessibility On-line Zoom Tra	CASp Certification & Training	41,979.00
				Total for Payment No.:		41,979.00

**Payment No: 017335**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	CINTAS CORP #630	00479691	4062689109	UNIFORMS-LICKMILL	General Fund	70.21
10/16/2020	CINTAS CORP #630	00479692	4063097301	CLEANERS-MACHADO	General Fund	34.06
10/16/2020	CINTAS CORP #630	00479692	4063097301	DS1-MACHADO	Other City Dept Op Grant Fund	19.62
10/16/2020	CINTAS CORP #630	00479693	4063097382	CLEANERS-MARY GOMEZ	General Fund	34.06
10/16/2020	CINTAS CORP #630	00479693	4063097382	DS1-MARY GOMEZ	Other City Dept Op Grant Fund	19.62
10/16/2020	CINTAS CORP #630	00479694	4063097281	CLEANERS-ISC	General Fund	23.52
10/16/2020	CINTAS CORP #630	00479694	4063097281	DS1-ISC	Other City Dept Op Grant Fund	13.08
10/16/2020	CINTAS CORP #630	00479696	4062443141	UNIFORMS-PARKS	General Fund	388.81
10/16/2020	CINTAS CORP #630	00479696	4062443141	SANIS BOWL CLIP	General Fund	4.51
10/16/2020	CINTAS CORP #630	00479697	4062688998	CLEANERS-LICKMILL	General Fund	43.24
10/16/2020	CINTAS CORP #630	00479698	4063097931	UNIFORMS-PARKS	General Fund	388.81
10/16/2020	CINTAS CORP #630	00479698	4063097931	SANIS BOWL CLIP	General Fund	4.51
				Total for Payment No.:		1,044.05

**Payment No: 017336**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	CINTAS CORP #630	00479648	4062570545	SAFEWASHER MBL SRV- TXBL	Fleet Operation Fund	31.03
10/16/2020	CINTAS CORP #630	00479648	4062570545	RENTALS- FLEET UNIFORMS	Fleet Operation Fund	193.34
10/16/2020	CINTAS CORP #630	00479648	4062570545	RENTALS- STREET UNIFORMS	General Fund	288.08
10/16/2020	CINTAS CORP #630	00479649	4061909711	SAFEWASHER MBL SRV-TXBL	Fleet Operation Fund	31.03
10/16/2020	CINTAS CORP #630	00479649	4061909711	RENTALS- FLEET	Fleet Operation Fund	193.34
10/16/2020	CINTAS CORP #630	00479649	4061909711	RENTALS- STREET	General Fund	288.08
10/16/2020	CINTAS CORP #630	00479684	4062182852	UNIFORMS	General Fund	82.27
10/16/2020	CINTAS CORP #630	00479685	4063106873	UNIFORMS	General Fund	143.59
				Total for Payment No.:		1,250.76

**Payment No: 017337**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ELB US INC.	00480367	JC112997	Zoom Room upgrade in Council C	Public Education and Governmnt	7,336.51
				Total for Payment No.:		7,336.51

**Payment No: 017338**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ELECTRICAL CONSULTANTS INC	00479583	89991	TRANSMISSI ENG SRV AUG20	Electric Utility Construction	2,361.50
				Total for Payment No.:		2,361.50

**Payment No: 017339**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	FRIANT POWER AUTHORITY	00480198	793	ENERGY PURCH (HYDRO1) SEP20	Electric Utility	167,501.43
10/16/2020	FRIANT POWER AUTHORITY	00480198	793	ENERGY PURCH (HYDRO1) SEP20	Electric Utility	210,779.93
				Total for Payment No.:		378,281.36

**Payment No: 017340**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	G2 ENERGY OSTROM ROAD LLC	00480215	SVP 9-20	ENERGY (LANDFILL GAS) SEP20	Electric Utility	85,953.56
				Total for Payment No.:		85,953.56

**Payment No: 017341**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GARDENLAND POWER EQUIPMENT	00479701	801742	STARTER RECOIL	General Fund	174.29
10/16/2020	GARDENLAND POWER EQUIPMENT	00479702	801743	BR600 CA BLOWER	General Fund	436.96
10/16/2020	GARDENLAND POWER EQUIPMENT	00479781	801319	PARTS- V#3164	Fleet Operation Fund	144.05
				Total for Payment No.:		755.30

**Payment No: 017342**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GEORGE HILLS CO	00480343	INV1018580	20-21 Administration Monthly F	Special Liability Insurance	400.00
10/16/2020	GEORGE HILLS CO	00480344	INV1018482	Claim Adjusting	Special Liability Insurance	13,239.00
				Total for Payment No.:		13,639.00

**Payment No: 017343**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GRAINGER	00479704	9655782325	EDGER BLADE	General Fund	149.76
10/16/2020	GRAINGER	00479705	9659695291	EDGER BLADE	General Fund	46.44
10/16/2020	GRAINGER	00479706	9660230898	BATTERIES, BBALL NET, TAPE	General Fund	225.79
				Total for Payment No.:		421.99

**Payment No: 017344**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GRAINGER-SAN JOSE	00479650	9649892222	GRAFFITI SUPPLIES	General Fund	143.63
10/16/2020	GRAINGER-SAN JOSE	00479784	9652061392	PARTS- STRT FUEL ISLAND	Fleet Operation Fund	140.80



10/16/2020	GRAINGER-SAN JOSE	00479786	9652899239	PARTS- SHOP USE	Fleet Operation Fund	26.49
10/16/2020	GRAINGER-SAN JOSE	00479787	9655874544	PARTS- SHOP USE	Fleet Operation Fund	8.51
10/16/2020	GRAINGER-SAN JOSE	00480448	9661625161	GLASSES, CLEAR LENS, BLACK FRA	Electric Utility	98.62
				Total for Payment No.:		418.05

**Payment No: 017345**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	HART HIGH VOLTAGE CO INC	00479572	092006	TEST/TRBLESHOOT CIRC. BREAKER	Electric Utility	2,021.00
				Total for Payment No.:		2,021.00

**Payment No: 017346**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	HI-TECH EMERGENCY VEHICLE SERVICE INC	00479791	168537	PARTS- V#2809	Fleet Operation Fund	17.30
				Total for Payment No.:		17.30

**Payment No: 017347**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	HILL BROTHERS CHEMICAL CO	00479567	07074796	DVR AMMONIA DELIVERY 9/23/20	Electric Utility	4,009.14
10/16/2020	HILL BROTHERS CHEMICAL CO	00479567	07074796	FUEL SURCHARGE	Electric Utility	21.80
				Total for Payment No.:		4,030.94

**Payment No: 017348**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	IMPERIAL SPRINKLER SUPPLY INC	00479451	4343336-00	SUPPLIES-P&B	General Fund	16.25
				Total for Payment No.:		16.25

**Payment No: 017349**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	INGRAM LIBRARY SERVICES INC	00479552	48573153	1241 AD BK	General Fund	1,217.31
10/16/2020	INGRAM LIBRARY SERVICES INC	00479552	48573153	1231 JUV BK	General Fund	2,468.70
10/16/2020	INGRAM LIBRARY SERVICES INC	00479552	48573153	1232 YA BK	General Fund	75.65
10/16/2020	INGRAM LIBRARY SERVICES INC	00479553	48573168	1235 AD/JUV/YA BK	General Fund	599.23
10/16/2020	INGRAM LIBRARY SERVICES INC	00479554	48573181	1233 AD/JUV/YA BK	General Fund	126.88
				Total for Payment No.:		4,487.77

**Payment No: 017350**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	INTERSTATE TRAFFIC CONTROL	00479651	240259	SPRAY TIPS FOR STRIPER	General Fund	288.42
10/16/2020	INTERSTATE TRAFFIC CONTROL	00479652	240358	LEVIS STDM- NO PARKING SIGNS	General Fund	1,884.56
				Total for Payment No.:		2,172.98

**Payment No: 017351**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	JOHN'S SALT SERVICE INC	00479510	31179	BULK SALT ONE TON-COGEN SEP20	Electric Utility	4,368.72
10/16/2020	JOHN'S SALT SERVICE INC	00479510	31179	FREIGHT	Electric Utility	389.00
10/16/2020	JOHN'S SALT SERVICE INC	00479510	31179	FUEL SURCHARGE	Electric Utility	169.00
				Total for Payment No.:		4,926.72

**Payment No: 017352**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	JOINT VENTURE SILICON VALLEY	00479530	470NETSANTA	PUBLIC INVESTMENT FY 2020-21	Electric Utility	25,000.00
10/16/2020	JOINT VENTURE SILICON VALLEY	00479531	471EDASANTA	FY20/21 SV ECON DEV ALLIA DUES	Electric Utility	10,000.00
				Total for Payment No.:		35,000.00

**Payment No: 017353**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	JP GRAPHICS INC	00479666	88241	PARADE OF CHAMPION SIGNS	Information	147.15

Total for Payment No.: 147.15

**Payment No: 017354**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	LEHR AUTO ELECTRIC	00479793	SI47629	PARTS- V#3511	Vehicle Replacement Fund	491.32
10/16/2020	LEHR AUTO ELECTRIC	00479793	SI47629	PARTS- V#3518	Vehicle Replacement Fund	491.32
10/16/2020	LEHR AUTO ELECTRIC	00479794	SI47704	PARTS- V#3512	Vehicle Replacement Fund	1,395.15
Total for Payment No.:						2,377.79

**Payment No: 017355**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	LINNEA SHEEHY	00480449	20862	Contractor Payment for Classes	General Fund	777.20
Total for Payment No.:						777.20

**Payment No: 017356**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1241 AD MCD'S	General Fund	230.41
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1241 AD DVD'S	General Fund	92.02
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1231 Juv DVD'S	General Fund	31.02
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1233 AD DVD	General Fund	19.60
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1235 AD MCD'S	General Fund	69.71
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1235 AD DVD	General Fund	18.78
10/16/2020	MIDWEST TAPE LLC	00479225	99367581	1235 YA DVD'S	General Fund	103.41
10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1241 AD MCD'S	General Fund	44.67
10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1241 AD DVD'S	General Fund	98.55
10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1231 Juv DVD'S	General Fund	241.73

10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1233 Juv DVD	General Fund	31.86
10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1235 AD MCD'S	General Fund	31.42
10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1235 AD DVD'S	General Fund	39.17
10/16/2020	MIDWEST TAPE LLC	00479226	99383631	1235 Juv DVD'S	General Fund	100.44
10/16/2020	MIDWEST TAPE LLC	00479535	99400659	1241 AD ABK	General Fund	38.14
10/16/2020	MIDWEST TAPE LLC	00479536	99400760	1235 AD ABK	General Fund	38.14
10/16/2020	MIDWEST TAPE LLC	00479537	99400762	1241 AD ABKS	General Fund	163.44
10/16/2020	MIDWEST TAPE LLC	00479537	99400762	1232 YA ABK	General Fund	32.69
				Total for Payment No.:		1,425.20

**Payment No: 017357**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MILTON SECURITY GROUP LLC	00479788	Q31407	APPLICATION SUPPORT 9/18-10/2	Electric Utility	9,280.00
10/16/2020	MILTON SECURITY GROUP LLC	00479790	Q31408	AMI/MDMS PROJECT SUPPORT	Electric Utility Construction	7,200.00
10/16/2020	MILTON SECURITY GROUP LLC	00479792	Q31409	CYBER SECURITY/SSG SUPPORT	Electric Utility	9,280.00
				Total for Payment No.:		25,760.00

**Payment No: 017358**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MT TIRE SERVICE	00479656	14341	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479657	14342	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479657	14342	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479710	14517	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479710	14517	LABOR- CUC- FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479721	14518	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479722	14520	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479722	14520	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479723	14521	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479723	14521	LABOR- CUC - FLAT REPR	Solid Waste Program	35.00

10/16/2020	MT TIRE SERVICE	00479724	14522	TIRES- CUC - TXBL	Solid Waste Program	2,810.02
10/16/2020	MT TIRE SERVICE	00479724	14522	TIRE TAX- CUC - NONTXBL	Solid Waste Program	3.50
10/16/2020	MT TIRE SERVICE	00479724	14522	PART- CUC - TXBL	Solid Waste Program	54.50
10/16/2020	MT TIRE SERVICE	00479724	14522	LABOR- CUC - NONTXBL	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479725	14357	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479725	14357	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479726	14358	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479727	14359	LABOR- CUC- FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479728	14361	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479729	14362	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479730	14366	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479732	14367	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479733	14371	LABOR- CUC- FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479734	14372	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479735	14378	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479735	14378	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479736	14379	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479737	14384	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479738	14385	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479739	14389	LABOR - CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479740	14390	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479741	14432	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479743	14433	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479743	14433	LABOR- CUC - FLAT REPR	Solid Waste Program	25.00
10/16/2020	MT TIRE SERVICE	00479744	14407	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479745	14408	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479746	14425	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479746	14425	LABOR- CUC - SRVC CALL	Solid Waste Program	85.00
10/16/2020	MT TIRE SERVICE	00479747	14544	LABOR - CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479748	14545	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00

10/16/2020	MT TIRE SERVICE	00479749	14546	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479750	14625	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479751	14626	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479751	14626	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479752	14556	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479753	14557	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479754	14563	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479755	14564	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479756	14565	LABOR- CUC - FLAT REPR	Solid Waste Program	180.00
10/16/2020	MT TIRE SERVICE	00479756	14565	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479757	14568	LABOR- CUC - FLAT REPR	Solid Waste Program	35.00
10/16/2020	MT TIRE SERVICE	00479757	14568	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479758	14569	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479759	14571	LABOR- CUC - FLEET SRVC	Solid Waste Program	120.00
10/16/2020	MT TIRE SERVICE	00479760	14572	LABOR- CUC - FLEET SRVC	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479761	14574	LABOR- CUC - FLAT REPR	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479762	14576	LABOR- CUC - MOUNT- NONTXBL	Solid Waste Program	60.00
10/16/2020	MT TIRE SERVICE	00479762	14576	PARTS- CUC -TXBL	Solid Waste Program	27.25
10/16/2020	MT TIRE SERVICE	00479762	14576	TIRE DISPOSAL- CUC - NONTXBL	Solid Waste Program	125.00
10/16/2020	MT TIRE SERVICE	00479762	14576	SERVICE CALL- CUC -NONTXBL	Solid Waste Program	85.00
10/16/2020	MT TIRE SERVICE	00479796	12925	LABOR- FLEET SERVICE	Fleet Operation Fund	120.00
10/16/2020	MT TIRE SERVICE	00479797	13322	LABOR- FLEET SRVC	Fleet Operation Fund	120.00
10/16/2020	MT TIRE SERVICE	00479798	14575	LABOR- V#3258 WO#128250	Fleet Operation Fund	120.00
10/16/2020	MT TIRE SERVICE	00479799	14594	TIRE- V#2833 WO#128296 TXBL	Fleet Operation Fund	1,336.34
10/16/2020	MT TIRE SERVICE	00479799	14594	TIRE TAX- V#2833 WO#128296	Fleet Operation Fund	3.50
10/16/2020	MT TIRE SERVICE	00479799	14594	LABOR- V#2833 WO#128296	Fleet Operation Fund	120.00
10/16/2020	MT TIRE SERVICE	00479800	14721	TIRE- V#3289 WO#128392 TXBL	Fleet Operation Fund	320.46
10/16/2020	MT TIRE SERVICE	00479800	14721	TIRE TAX- V#3289 WO#128392	Fleet Operation Fund	5.25
10/16/2020	MT TIRE SERVICE	00479800	14721	LABOR- V#3289 WO#128392	Fleet Operation Fund	100.00
10/16/2020	MT TIRE SERVICE	00479801	14722	LABOR-V#1950 WO#128471	Fleet Operation Fund	25.00

10/16/2020	MT TIRE SERVICE	00479802	14723	LABOR- FLEET SRVC	Fleet Operation Fund	120.00
10/16/2020	MT TIRE SERVICE	00479803	14735	LABOR- V#1660 WO#128492	Fleet Operation Fund	25.00
10/16/2020	MT TIRE SERVICE	00479804	14736	LABOR- FLEET SRVC	Fleet Operation Fund	120.00
				Total for Payment No.:		10,140.82

**Payment No: 017359**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	NALCO CO	00479511	69587278	JR PORTA FEED IBC 8131 9/4/20	Electric Utility	3,605.39
10/16/2020	NALCO CO	00479673	69667571	PERMACLEAN PC-77 9/30/20	Electric Utility	1,103.82
10/16/2020	NALCO CO	00479673	69667571	TRANSPORTATION/ENERGY FEE	Electric Utility	9.52
				Total for Payment No.:		4,718.73

**Payment No: 017360**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	OLCESE WATER DISTRICT	00480199	100371	PURCHASE OF RECS JUN20	Electric Utility	76,942.00
10/16/2020	OLCESE WATER DISTRICT	00480199	100371	SCHEDULNG COORDINATOR ID JUN20	Electric Utility	500.00
				Total for Payment No.:		77,442.00

**Payment No: 017361**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	OSMOSE UTILITY SERVICES INC	00479465	INV1209474	15-010-000-004 O-CALC MTCE	Electric Utility	4,950.00
				Total for Payment No.:		4,950.00

**Payment No: 017362**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PENINSULA BUILDING MATERIALS	00479711	51423	YARDS OLYMPIA	General Fund	250.70
				Total for Payment No.:		250.70

**Payment No: 017363**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PETASENSE INC	00480508	10210	UBQ-UAP-AC-M; UBIQUITY UNIFI A	Electric Utility	2,341.32
10/16/2020	PETASENSE INC	00480508	10210	UBQ-UAP-AC-PRO; UBIQUITY UNIFI	Electric Utility	1,303.64
10/16/2020	PETASENSE INC	00480508	10210	CP-GTWY-IBR600-LPELTVZ; CRADL	Electric Utility	1,088.91
10/16/2020	PETASENSE INC	00480508	10210	PETA-TXA-EC3; ETHERNET CABLE 2	Electric Utility	248.52
10/16/2020	PETASENSE INC	00480508	10210	PETA-DATA-VZ1-12MO; ANNUAL VER	Electric Utility	1,800.00
10/16/2020	PETASENSE INC	00480508	10210	PETA-NETWORK-SETUP; PROFESSION	Electric Utility	4,320.00
10/16/2020	PETASENSE INC	00480508	10210	PETA-ONSITE-SETUP; NUMBER OF D	Electric Utility	4,320.00
10/16/2020	PETASENSE INC	00480508	10210	PETA-NETWORKSUPPORT_BRONZE; MO	Electric Utility	7,200.00
				Total for Payment No.:		22,622.39

**Payment No: 017364**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PG&E	00479513	3847680626-0 SEP2020	ELEC SVC GRZ INTAKE TWR SEP20	Electric Utility	709.34
				Total for Payment No.:		709.34

**Payment No: 017365**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PG&E	00479514	3889347290-2 SEP2020	ELE SV GRIZ MICROWAV SEP20	Electric Utility	272.46
				Total for Payment No.:		272.46

**Payment No: 017366**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PG&E	00479590	3931013954-6 AUG2020	SVC GRIZL COMPT JUN/JUL/AUG20	Electric Utility	55.95
				Total for Payment No.:		55.95

**Payment No: 017367**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	PG&E	00479591	3931013954-6 SEP2020	ELEC SVC GRIZL COMPT SEPT2020	Electric Utility	28.98
Total for Payment No.:						28.98

**Payment No: 017368**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PG&E	00479675	9644211793-1 SEP2020	ELEC SVC GRIZZLY PWRHSE SEP20	Electric Utility	2,188.30
Total for Payment No.:						2,188.30

**Payment No: 017369**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PITNEY BOWES	00479549	1016494362	CHECK SEALER SVC YR20-21	General Fund	1,597.13
10/16/2020	PITNEY BOWES	00479549	1016494362	CHECK PRINTER SVC YR20-21	General Fund	312.39
Total for Payment No.:						1,909.52

**Payment No: 017370**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	POWER PROS	00479645	2020090	COMMISSION TEST SVCS SUB JUL20	Electric Utility Construction	9,602.50
10/16/2020	POWER PROS	00479646	2020097	COMMISSION TEST SVCS SUB JUL20	Electric Utility	7,560.00
Total for Payment No.:						17,162.50

**Payment No: 017371**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PRAXAIR DISTRIBUTION INC	00479512	98717738	IND LIQUID 200-300LT	Electric Utility	307.40
10/16/2020	PRAXAIR DISTRIBUTION INC	00479512	98717738	SPEC HIGH PRESSURE>100CF	Electric Utility	25.58
10/16/2020	PRAXAIR DISTRIBUTION INC	00479512	98717738	SAFETY/ENVIRONMENTAL FEE	Electric Utility	25.45
10/16/2020	PRAXAIR DISTRIBUTION INC	00479713	99020492	CYLINDER RENT	General Fund	167.12
10/16/2020	PRAXAIR DISTRIBUTION INC	00479717	98471094	2020 AUG DEMURRAGE - SPLIT	Sewer Utility	3.23
10/16/2020	PRAXAIR DISTRIBUTION INC	00479717	98471094	2020 AUG DEMURRAGE - SPLIT	Water Utility Construction	15.08

10/16/2020	PRAXAIR DISTRIBUTION INC	00479717	98471094	2020 AUG DEMURRAGE - SPLIT	Electric Utility	3.23
10/16/2020	PRAXAIR DISTRIBUTION INC	00479717	98471094	2020 AUG DEMURRAGE - SPLIT	Electric Utility Construction	5.86
10/16/2020	PRAXAIR DISTRIBUTION INC	00479717	98471094	2020 AUG DEMURRAGE - SPLIT	Electric Utility	4.20
				Total for Payment No.:		557.15

**Payment No: 017372**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	REDWOOD CONSTRUCTN & EQUIP INC	00480466	21948OCT2020	BOWERS AND MACHADO PARKS PLAYG	Parks And Recreation	16,000.00
10/16/2020	REDWOOD CONSTRUCTN & EQUIP INC	00480466	21948OCT2020	10% CONTINGENCY.	Parks And Recreation	9,680.75
10/16/2020	REDWOOD CONSTRUCTN & EQUIP INC	00480466	21948OCT2020	RETENTION	Parks And Recreation	-1,284.04
				Total for Payment No.:		24,396.71

**Payment No: 017373**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	RELIABILITY OPTIMIZATION INC	00479779	20-00072	PDM SERVICES DVR SEP2020	Electric Utility	5,126.00
10/16/2020	RELIABILITY OPTIMIZATION INC	00479782	20-00073	PDM SERVICES COGEN SEP2020	Electric Utility	1,993.00
				Total for Payment No.:		7,119.00

**Payment No: 017374**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SERRANO ELECTRIC INC	00479689	29997	SCCC LABOR	Convention Cnt Maintenance Dis	7,215.00
10/16/2020	SERRANO ELECTRIC INC	00479689	29997	SCCC MATERIAL	Convention Cnt Maintenance Dis	440.96
				Total for Payment No.:		7,655.96

**Payment No: 017375**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SHUMS CODA ASSOC	00480450	5703	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	15,200.00

10/16/2020	SHUMS CODA ASSOC	00480451	5704	AMENDMENT NO. 3 ADD FUNDS PER	General Fund	2,000.00
				Total for Payment No.:		17,200.00

**Payment No: 017376**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SOFTWAREONE	00479667	US-PSI-967362	AZURE OVERAGES JULY 2020	Information Technology Service	1,132.17
				Total for Payment No.:		1,132.17

**Payment No: 017377**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SUN-NET CONSULTING	00479573	SVP_012	ITOA ITEM 4 - INSTALL/UAT	Electric Utility Construction	16,200.00
10/16/2020	SUN-NET CONSULTING	00479574	SVP_013	ITOA ITEM 5 -PROJECT MGMT	Electric Utility Construction	16,200.00
				Total for Payment No.:		32,400.00

**Payment No: 017378**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00479456	200808	SERVICE CHARGES 8/25 & 8/28/20	Fleet Operation Fund	1,735.21
10/16/2020	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00479457	200809	SERVICE CHARGE 09/01/20	Fleet Operation Fund	150.00
10/16/2020	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00479460	200819	SERVICE CHARGE 08/31 & 09/03	Fleet Operation Fund	2,219.69
				Total for Payment No.:		4,104.90

**Payment No: 017379**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00479783	189-1104540	TIRES- STOCK	Fleet Operation Fund	1,126.10
10/16/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00479783	189-1104540	TIRES- V#3129	Fleet Operation Fund	200.67

10/16/2020	THE GOODYEAR TIRE & RUBBER COMPANY	00479783	189-1104540	TIRE TAX- V#3129 NONTXBL	Fleet Operation Fund	19.10
				Total for Payment No.:		1,345.87
<b>Payment No: 017380</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	TIFCO INDUSTRIES	00479826	71585038	PARTS- SHOP USE	Fleet Operation Fund	910.81
				Total for Payment No.:		910.81
<b>Payment No: 017381</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	TRI-DAM POWER AUTHORITY	00480354	2020-09S SVP	ENERGY PURCH (HYDRO) SEP20	Electric Utility	4.99
				Total for Payment No.:		4.99
<b>Payment No: 017382</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	TRI-DAM PROJECT	00480355	2020-09 SVP	ENERGY PURCH (HYDRO) SEP20	Electric Utility	1,637,287.78
				Total for Payment No.:		1,637,287.78
<b>Payment No: 017383</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	UNIVERSAL SITE SERVICES	00480454	20030339	FY 2020-21 SWEEPING SERVICES F	Convention Cnt Maintenance Dis	2,251.00
				Total for Payment No.:		2,251.00
<b>Payment No: 017384</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	US DEPT OF ENERGY	00480353	NNPB000270920	POWER BILL SEP20	Electric Utility	738,465.39
10/16/2020	US DEPT OF ENERGY	00480353	NNPB000270920	WREGIS PASS-THRU CHGS SEP20	Electric Utility	338.93

Total for Payment No.:	738,804.32
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**Payment No: 017385**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	WILLIAMS SCOTSMAN INC	00479528	8146444	40X8 CONTAINER RENT OCT20	Electric Utility Construction	460.80
10/16/2020	WILLIAMS SCOTSMAN INC	00479529	8147277	CONTAINER RENTAL SERRA OCT20	Electric Utility Construction	459.63
10/16/2020	WILLIAMS SCOTSMAN INC	00479644	8152535	40X8 CONTAINER RENT OCT20	Street Lighting	241.32
10/16/2020	WILLIAMS SCOTSMAN INC	00479644	8152535	CONTAINER LOCK - RENTAL OCT20	Street Lighting	19.62
10/16/2020	WILLIAMS SCOTSMAN INC	00479644	8152535	PROPERTY TAX RECOVERY OCT20	Street Lighting	9.65
Total for Payment No.:						1,191.02
Overall Total						4,293,304.05



City of Santa Clara  
List of All Bills and Claims Approved for Payment

Run Date 10/15/2020  
Run Time 11:54:13 AM

Sorted by Payment Number

Payment No: 646388

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ANDERSON PACIFIC ENGINEERING	00480465	155OCT2020	AGREEMENT FOR WESTSIDE RETENTI	Storm Drain	440,700.00
10/16/2020	ANDERSON PACIFIC ENGINEERING	00480465	155OCT2020	RETENTION	Storm Drain	-22,035.00
				Total for Payment No.:		418,665.00

Payment No: 646389

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AUSTIN LIN	00479681	12752SEP2020	BOOT/CLOTHING REIMB FY20-21	Electric Utility	131.10
				Total for Payment No.:		131.10

Payment No: 646390

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BILL LUTZ	00480417	18432SEP2020	TRAVEL REIMB-CALIF CONFERENCE	General Fund	184.11
				Total for Payment No.:		184.11

Payment No: 646391

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BRYAN WILLIAMS	00480416	22119SEP2020	TRAVEL REIMB-CALIF CONFERENCE	General Fund	60.56
10/16/2020	BRYAN WILLIAMS	00480418	22119SEP2020A	TRAVEL REIMB-ICAC CONFERENCE	General Fund	853.40
				Total for Payment No.:		913.96

Payment No: 646392

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	DAWID COETZEE	00479660	18163SEP2020	SFTY BOOT/CLOTH REIM FY2021	Electric Utility	212.53
Total for Payment No.:						212.53
<b>Payment No: 646393</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	JANICE RIVERA	00480415	13351SEP2020	TRAVEL REIMB-CALIF CONFERENCE	General Fund	179.04
Total for Payment No.:						179.04
<b>Payment No: 646394</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	JOHN S. ADAMS	00480364	35387SEP2020		Cemetery	10.96
Total for Payment No.:						10.96
<b>Payment No: 646395</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	JOHN TERRY	00480420	27319SEP2020	TRAVEL REIMB-ICAC CONFERENCE	General Fund	403.59
Total for Payment No.:						403.59
<b>Payment No: 646396</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	JOSEPH JOHN BRUZZONE	00480407	25173SEP2020	TRAVEL REIMB-LOYALTON INSPECT	Electric Utility	217.65
Total for Payment No.:						217.65
<b>Payment No: 646397</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	KATHY WATANABE	00480412	27327SEP2020	TRAVEL REIMB-NOISE SYMPOSIUM	General Fund	533.24
Total for Payment No.:						533.24

**Payment No: 646398**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	KYLEE BLATZ	00480340	28963SEP2020	HOSTAGE NEGOTIATION TRAINING	General Fund	170.68
				Total for Payment No.:		170.68

**Payment No: 646399**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	LOGAN CLEVINGER	00480342	28720SEP2020	HOSTAGE NEGOTIATIONS TRAINING	General Fund	170.68
				Total for Payment No.:		170.68

**Payment No: 646400**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SCOTT ANDERSON	00478824	35379SEP2020	REIMBURSE LIVESCAN FINGERPRINT	General Fund	79.00
				Total for Payment No.:		79.00

**Payment No: 646401**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	UNION PACIFIC RAILROAD CO	00480077	2931SEP2020	WIRE CROSS FEE/03185-69	Electric Utility Construction	44,460.00
				Total for Payment No.:		44,460.00

**Payment No: 646402**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	UNION PACIFIC RAILROAD CO	00480078	2931SEP2020A	WIRE CROSS/FEE 03185-72	Electric Utility Construction	44,460.00
				Total for Payment No.:		44,460.00

**Payment No: 646403**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	WARREN FOSS	00479659	16018SEP2020	SAFTY BOOT/CLOTH REM FY 20/21	Electric Utility	269.59
Total for Payment No.:						269.59
<b>Payment No: 646404</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	CINTAS, MAXINE	00480464	00076336-01 Utility Refund B	UTILITY REFUND	General Fund	539.85
Total for Payment No.:						539.85
<b>Payment No: 646405</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	EBRAHIM, AFZAL	00480462	00076246-02 Utility Refund A	UTILITY REFUND	General Fund	284.37
Total for Payment No.:						284.37
<b>Payment No: 646406</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	ROBERT MATSUZAKI	00480461	00074008-01 Utility Refund B	UTILITY REFUND	General Fund	95.77
Total for Payment No.:						95.77
<b>Payment No: 646407</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	SIMA DUTT	00480463	00078699-01 Utility Refund	UTILITY REFUND	General Fund	424.30
Total for Payment No.:						424.30
<b>Payment No: 646408</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	DIVISION OF THE STATE ARCHITECT	00480379	13921OCT2020	PORTION OF \$4 CASP FEE AB1379	CASp Certification & Training	1,284.40
Total for Payment No.:						1,284.40

**Payment No: 646409**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ABLE SEPTIC TANK	00479720	56821	SEWER LINE CLEANING-DUROCHER	H.U.D Capital Projects	430.00
				Total for Payment No.:		430.00

**Payment No: 646410**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	CITY HALL	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	OLD COURTHOUSE	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	COMMUNITY RECREATION CENTER	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	FIRE STATION #1	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	CENTRAL LIBRARY	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	NORTHSIDE LIBRARY	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	POLICE DEPT	General Fund	85.00
10/16/2020	ACT, A DIVISION OF CCI	00480440	0344070-IN	TRITON MUSEUM	Public Buildings	85.00
				Total for Payment No.:		680.00

**Payment No: 646411**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479532	R20-SLR-0189	LTG REBATE; 16466-2 25 LAURELW	Elec OperatingGrant Trust Fund	500.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479533	R20-SLR-0022	LTG REBATE; 16478-1 319 LAUREL	Elec OperatingGrant Trust Fund	400.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479534	R20-SLR-0226	LTG REBATE; 16260-1 545 ALDO	Elec OperatingGrant Trust Fund	1,400.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479634	R21-SLR-0048	LTG REBATE; 61935-3; 751 NUTTM	Elec OperatingGrant Trust Fund	2,600.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479635	R21-SLR-0042	LTG REBATE; 63201-5; 2290DELAC	Elec OperatingGrant Trust Fund	2,800.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479636	R21-SLR-0039	LTG REBATE; 61933-5 3581 THOMA	Elec OperatingGrant Trust Fund	2,600.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479637	R21-SLR-0038	LTG REBATE; 61933-5 3571THOMAS	Elec OperatingGrant	4,000.00

					Trust Fund	
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479638	R21-SLR-0044	LTG REBATE; 18395-3; 810 WALSH	Elec OperatingGrant Trust Fund	6,200.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479639	R21-SLR-0075	LTG REBATE; 18683-7; 1902 LAFA	Elec OperatingGrant Trust Fund	2,200.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479640	R21-SLR-0033	LTG REBATE; 16647-2 625 NUTTMA	Elec OperatingGrant Trust Fund	2,800.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479641	R21-SLR-0071	LTG REBATE; 63062-2 775COMSTOC	Elec OperatingGrant Trust Fund	2,440.00
10/16/2020	ADVANCED ENERGY SOLUTIONS INC	00479642	R21-SLR-0076	LTG REBATE; 18922-2 2240DELACR	Elec OperatingGrant Trust Fund	1,800.00
				Total for Payment No.:		29,740.00

**Payment No: 646413**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AIR COOLED ENGINES	00479763	83829	PARTS- V#3530	Fleet Operation Fund	109.72
				Total for Payment No.:		109.72

**Payment No: 646414**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ALLIED AUTO STORES	00479764	307617B	PARTS- V#3188	Fleet Operation Fund	383.99
10/16/2020	ALLIED AUTO STORES	00479765	308795B	PARTS- STOCK	Fleet Operation Fund	221.03
				Total for Payment No.:		605.02

**Payment No: 646415**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ALLIED UNIVERSAL SECURITY SVCS	00480441	10499198	FY 2020-21 SECURITY SERVICES F	Convention Cnt Maintenance Dis	12,709.60
				Total for Payment No.:		12,709.60

**Payment No: 646416**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	ALVISO ROCK INC AND SUBSIDIARY	00480324	27099	CUC TRUCKING SVCS 8/10-8/31/20	Solid Waste Program	19,800.55
10/16/2020	ALVISO ROCK INC AND SUBSIDIARY	00480324	27099	2020 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	55,944.00
10/16/2020	ALVISO ROCK INC AND SUBSIDIARY	00480390	27119	2020 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	13,986.00
				Total for Payment No.:		89,730.55

**Payment No: 646417**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AMERESCO	00480229	39145	ENERGY (LANDFILL GAS) SEP20	Electric Utility	35,682.58
				Total for Payment No.:		35,682.58

**Payment No: 646418**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ANTHONY NGUYEN	00480474	35529OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	10,000.00
				Total for Payment No.:		10,000.00

**Payment No: 646419**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ARAMARK UNIFORM SERVICES	00479671	760996913	CLEANING SVC/SHOP TOWELS DVR	Electric Utility	407.10
				Total for Payment No.:		407.10

**Payment No: 646420**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ARTI INVESTMENT PROPERTIES LLC	00479643	R21-SLR-0015	LTG REBATE; 17686-3 2975BOWERS	Elec OperatingGrant Trust Fund	4,494.81
				Total for Payment No.:		4,494.81

**Payment No: 646421**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	AT&T CALNET	00479524	000015368905	BN9391023721 8/25/20-9/24/20	Electric Utility	872.25
Total for Payment No.:						872.25

**Payment No: 646422**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	AT&T CALNET	00479585	000015368785	BAN: 9391015175 8/25-9/24/20	Electric Utility	7,863.73
10/16/2020	AT&T CALNET	00479585	000015368785	BAN: 9391015175 8/25-9/24/20	Information Technology Service	104.00
Total for Payment No.:						7,967.73

**Payment No: 646423**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BACKFLOW DISTRIBUTORS INC	00479703	55536	BACKFLOW TEST - NON-TAXABLE	Water Utility	118.22
10/16/2020	BACKFLOW DISTRIBUTORS INC	00479703	55536	2020 JUNE SUPPLIES - TAXABLE	Water Utility	25.82
10/16/2020	BACKFLOW DISTRIBUTORS INC	00479709	55677	BACKFLOW TEST - NON TAXABLE	Water Utility	141.95
10/16/2020	BACKFLOW DISTRIBUTORS INC	00479709	55677	2020 JUNE SUPPLIES - TAXABLE	Water Utility	41.78
Total for Payment No.:						327.77

**Payment No: 646424**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BARTEL ASSOCIATES LLC	00479466	20-719	BEG WORK 6/30/20 GASBS 75 RPT	General Fund	1,980.00
Total for Payment No.:						1,980.00

**Payment No: 646425**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	BATEMAN SENIOR MEALS	00480369	INV4650002211	CHANGE ORDER #1: ADDITIONAL FU	Park and Rec Opr GrantTst Fund	4,276.80
10/16/2020	BATEMAN SENIOR MEALS	00480372	INV4650002233	CHANGE ORDER #1: ADDITIONAL FU	Park and Rec Opr GrantTst Fund	4,271.52
10/16/2020	BATEMAN SENIOR MEALS	00480373	INV4650002254	CHANGE ORDER #1: ADDITIONAL FU	Park and Rec Opr GrantTst Fund	4,260.96

10/16/2020	BATEMAN SENIOR MEALS	00480374	INV4650002271	CHANGE ORDER #1: ADDITIONAL FU	Park and Rec Opr GrantTst Fund	4,577.76
10/16/2020	BATEMAN SENIOR MEALS	00480375	INV4650002292	CHANGE ORDER #1: ADDITIONAL FU	Park and Rec Opr GrantTst Fund	1,700.16
10/16/2020	BATEMAN SENIOR MEALS	00480377	INV4650002128	BATEMAN MEALS FY 19-20	Park and Rec Opr GrantTst Fund	1,801.28
10/16/2020	BATEMAN SENIOR MEALS	00480377	INV4650002128	CHANGE ORDER #1: ADDITIONAL FU	Park and Rec Opr GrantTst Fund	1,762.72
10/16/2020	BATEMAN SENIOR MEALS	00480403	INV4650002293	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	1,637.44
10/16/2020	BATEMAN SENIOR MEALS	00480406	INV4650002393	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,237.76
10/16/2020	BATEMAN SENIOR MEALS	00480410	INV4650002422	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,101.76
10/16/2020	BATEMAN SENIOR MEALS	00480414	INV4650002446	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,341.12
10/16/2020	BATEMAN SENIOR MEALS	00480419	INV4650002468	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,237.76
10/16/2020	BATEMAN SENIOR MEALS	00480422	INV4650002593	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	3,960.32
10/16/2020	BATEMAN SENIOR MEALS	00480423	INV4650002620	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,254.08
10/16/2020	BATEMAN SENIOR MEALS	00480424	INV4650002648	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,286.72
10/16/2020	BATEMAN SENIOR MEALS	00480425	INV4650002676	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,520.64
10/16/2020	BATEMAN SENIOR MEALS	00480426	INV4650002822	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,090.88
10/16/2020	BATEMAN SENIOR MEALS	00480427	INV4650002859	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	2,551.36
10/16/2020	BATEMAN SENIOR MEALS	00480428	INV4650002890	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,210.56
10/16/2020	BATEMAN SENIOR MEALS	00480429	INV4650002926	BATEMAN MEALS FY 20-21	Park and Rec Opr GrantTst Fund	4,161.60
Total for Payment No.:						73,243.20

**Payment No: 646426**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	BAY AREA TREE SPECIALISTS	00479647	66218	TREE PRUNING & MD ASH INSPCTNS	General Fund	27,670.00
				Total for Payment No.:		27,670.00
<b>Payment No: 646427</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	BELLECCI & ASSOCIATES INC	00479462	19101-C	PROJ MGR SRVS JULY-AUG2020 LOY	Electric Utility	3,694.00
				Total for Payment No.:		3,694.00
<b>Payment No: 646428</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00480444	7016134	FY 2020-21 LANDSCAPING SERVICE	Convention Cnt Maintenance Dis	14,989.00
10/16/2020	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00480445	7001838	ADDITIONAL SERVICE - CONTINGEN	Convention Cnt Maintenance Dis	150.00
				Total for Payment No.:		15,139.00
<b>Payment No: 646429</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	CHRIS WORTMAN	00480325	CW-929202	CUC TRUCKING SVCS	Solid Waste Program	3,200.00
10/16/2020	CHRIS WORTMAN	00480325	CW-929202	2020 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	7,600.00
10/16/2020	CHRIS WORTMAN	00480389	BJ-929201	2020 CLEANUP CAMPAIGN HIGH-SID	Solid Waste Program	7,300.00
				Total for Payment No.:		18,100.00
<b>Payment No: 646430</b>						
<b>Payment Date</b>	<b>Vendor Name</b>	<b>Voucher No.</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Fund Code</b>	<b>Amount Paid</b>
10/16/2020	CLEARBLU ENVIROMENTAL	00479767	23796	PARTS- SHOP WASH RACK TXBL	Fleet Operation Fund	245.25
10/16/2020	CLEARBLU ENVIROMENTAL	00479767	23796	LABOR- SHOP WASH RACK NONTXBL	Fleet Operation Fund	795.00
				Total for Payment No.:		1,040.25

**Payment No: 646431**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	CODE PUBLISHING CO	00480359	67787	CODE SUPPLEMENT - Replaces PO	General Fund	2,423.55
				Total for Payment No.:		2,423.55

**Payment No: 646432**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	CONSOLIDATED PARTS INC	00479683	5063191	BUILD DIVISION AC	General Fund	43.60
				Total for Payment No.:		43.60

**Payment No: 646433**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	CRESCO EQUIPMENT RENTALS	00480326	5222003-0001	CUC WHEEL LOADER RENTAL	Solid Waste Program	11,272.62
10/16/2020	CRESCO EQUIPMENT RENTALS	00480326	5222003-0001	PROP TAX 76.50 AND ENV FEE	Solid Waste Program	93.28
10/16/2020	CRESCO EQUIPMENT RENTALS	00480327	5228271-0001	0116900 CAT 926 WHEEL LOADER (	Solid Waste Program	4,678.19
10/16/2020	CRESCO EQUIPMENT RENTALS	00480327	5228271-0001	01174330 92/930/938 MO (4IN1)	Solid Waste Program	1,002.48
10/16/2020	CRESCO EQUIPMENT RENTALS	00480327	5228271-0001	CACC 1656.5 PROP TAX RECOVERY	Solid Waste Program	39.09
10/16/2020	CRESCO EQUIPMENT RENTALS	00480327	5228271-0001	ENVIRONMENTAL CHARGE EPA CHARG	Solid Waste Program	4.04
10/16/2020	CRESCO EQUIPMENT RENTALS	00480327	5228271-0001	DELIVERY CHARGE	Solid Waste Program	128.10
10/16/2020	CRESCO EQUIPMENT RENTALS	00480328	5222003-0003	CUC WHEEL LOADER	Solid Waste Program	653.59
10/16/2020	CRESCO EQUIPMENT RENTALS	00480328	5222003-0003	PROP TAX	Solid Waste Program	4.91
10/16/2020	CRESCO EQUIPMENT RENTALS	00480329	5222003-0002	CUC WHEEL LOADER	Solid Waste Program	815.87
10/16/2020	CRESCO EQUIPMENT RENTALS	00480329	5222003-0002	PROP TAX	Solid Waste Program	6.13
				Total for Payment No.:		18,698.30

**Payment No: 646434**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	D&M TRAFFIC SERVICES	00479699	73722	HEALTH AND SAFETY FIRST SIGNS	Other City Dept Op Grant Fund	1,087.28



Total for Payment No.: 1,087.28

**Payment No: 646435**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	DOG WASTE DEPOT	00479700	368144	DOG WASTE ROLL BAGS	General Fund	685.75
10/16/2020	DOG WASTE DEPOT	00479700	368144	TARIFF MITIGATION	General Fund	56.51
Total for Payment No.:						742.26

**Payment No: 646436**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	EDELMAN CORP	00480330	5584	ST CYARD GATE REPAIR LABOR	General Fund	435.52
10/16/2020	EDELMAN CORP	00480330	5584	ST CYARD GATE REPAIR LABOR	Solid Waste Program	435.52
10/16/2020	EDELMAN CORP	00480330	5584	MATERIALS TAXABLE	General Fund	623.47
10/16/2020	EDELMAN CORP	00480330	5584	MATERIALS TAXABLE	Solid Waste Program	623.46
10/16/2020	EDELMAN CORP	00480446	5578	CHANGE TO LINE 1 ACCOUNT STRIN	Public Buildings	784.52
10/16/2020	EDELMAN CORP	00480446	5578	LABOR	Public Buildings	374.61
Total for Payment No.:						3,277.10

**Payment No: 646437**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ENERGY PROJECT SOLUTIONS LLC	00480447	2020.360	10 STANDBY TRIPS (DBTS)	Electric Utility	1,034.00
10/16/2020	ENERGY PROJECT SOLUTIONS LLC	00480447	2020.360	DOT PIPELINE MANAGEMENT (5 MON	Electric Utility	6,900.00
Total for Payment No.:						7,934.00

**Payment No: 646438**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	ENERGY RESOURCES CONSERVATION	00479571	3023	ANNL ENERGY FAC COMP FEE 20-21	Electric Utility	30,073.00
Total for Payment No.:						30,073.00

**Payment No: 646439**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	EOA INC	00480409	SY08-0820	STORMWATER MRP COMPLIANCE ASSI	General Fund	4,719.90
				Total for Payment No.:		4,719.90

**Payment No: 646440**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	FARO TECHNOLOGIES, INC	00480366	1186342	ITEM NO. SOFTD51002 FARO Zone	Police Operating Grant Fund	1,933.19
				Total for Payment No.:		1,933.19

**Payment No: 646441**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	FAST UNDERCAR SANTA CLARA	00479769	837505	RETURN- V#2855 WO#123807	Fleet Operation Fund	-2,717.10
10/16/2020	FAST UNDERCAR SANTA CLARA	00479770	862187	PARTS- V#3077	Fleet Operation Fund	10.82
10/16/2020	FAST UNDERCAR SANTA CLARA	00479771	862206	PARTS- V#3077	Fleet Operation Fund	18.34
10/16/2020	FAST UNDERCAR SANTA CLARA	00479773	995194	RETURNED PARTS	Fleet Operation Fund	-104.60
10/16/2020	FAST UNDERCAR SANTA CLARA	00479774	125361	RETURNED BATTERY	Fleet Operation Fund	-321.93
10/16/2020	FAST UNDERCAR SANTA CLARA	00479776	136430	PARTS- V#2853	Fleet Operation Fund	2,717.10
10/16/2020	FAST UNDERCAR SANTA CLARA	00479777	145566	PARTS- V#3188	Fleet Operation Fund	369.24
10/16/2020	FAST UNDERCAR SANTA CLARA	00479778	146240	PARTS- V#3325	Fleet Operation Fund	94.27
10/16/2020	FAST UNDERCAR SANTA CLARA	00479780	149515	PARTS CREDIT	Fleet Operation Fund	-0.30
				Total for Payment No.:		65.84

**Payment No: 646442**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	FEDERAL EXPRESS	00479565	7-126-52006	MISC. SHIPPING DVR	Electric Utility	44.26
				Total for Payment No.:		44.26

**Payment No: 646443**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GLENN COUNTY AIR POLLUTION	00479575	IN0256299	HAZMAT PERMIT/STONY GORGE 2020	Electric Utility	355.00
				Total for Payment No.:		355.00

**Payment No: 646444**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GLENN COUNTY AIR POLLUTION	00479586	IN0256273	HAZMAT PERMIT/HIGHLINE HY 2020	Electric Utility	224.00
				Total for Payment No.:		224.00

**Payment No: 646445**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GLOBAL EQUIPMENT CO	00479658	115522787	Water Bottle Refilling station	General Fund	1,192.70
				Total for Payment No.:		1,192.70

**Payment No: 646446**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GLOBAL RENTAL CO	00479775	3544995	RENT FREIGHTLINER M2-106 OCT20	Electric Utility	3,815.00
				Total for Payment No.:		3,815.00

**Payment No: 646447**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	GRIFFIN AUTO PARTS	00479789	1-260571	PARTS- STOCK	Fleet Operation Fund	25.03
				Total for Payment No.:		25.03

**Payment No: 646448**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	HOME DEPOT USA	00479707	575188396	SANITARY NAPKIN DISPOSAL	General Fund	337.22

Total for Payment No.: 337.22

**Payment No: 646449**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	INDUSTRIAL PLUMBING SUPPLY	00479686	89574	SUPPLIES	General Fund	2,155.10
Total for Payment No.:						2,155.10

**Payment No: 646450**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	JONES LANG LASALLE AMERICAS INC	00480345	US002HOT002847	CHANGE ORDER: ADDITIONAL FUNDS	Convention Center Enterprise F	12,500.00
10/16/2020	JONES LANG LASALLE AMERICAS INC	00480346	US002HOT002939	CHANGE ORDER: ADDITIONAL FUNDS	Convention Center Enterprise F	12,500.00
Total for Payment No.:						25,000.00

**Payment No: 646451**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	LORETTA RIDDLE	00480382	09/30/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	9.00
Total for Payment No.:						9.00

**Payment No: 646452**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	LYNN BUCHHOLZ	00480381	09/30/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	9.00
Total for Payment No.:						9.00

**Payment No: 646453**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MALLORY SAFETY & SUPPLY LLC	00480400	4912425	BARRICADE TAPE,"CAUTION HIGH V	Electric Utility	57.23
Total for Payment No.:						57.23

**Payment No: 646454**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MARGARET DENNIN-PAPP	00480385	09/30/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	2.00
10/16/2020	MARGARET DENNIN-PAPP	00480386	09/30/20 CLASS REFUND A	PARKS DEPT REFUND	General Fund	9.00
				Total for Payment No.:		11.00

**Payment No: 646455**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MARY RODARTE	00480384	09/30/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	9.00
				Total for Payment No.:		9.00

**Payment No: 646456**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MASTERMAN'S LLP	00480347	1102516421	3M DBI SALA SHOCKWAVE2 ARC FLA	Electric Utility	5,158.40
10/16/2020	MASTERMAN'S LLP	00480347	1102516421	3M DBI SALA EXOFIT XP ARC FLAS	Electric Utility	5,774.65
10/16/2020	MASTERMAN'S LLP	00480347	1102516421	3M DBI SALA EXOFIT XP ARC FLAS	Electric Utility	5,004.70
10/16/2020	MASTERMAN'S LLP	00480347	1102516421	3M DBI SALA EXOFIT XP ARC FLAS	Electric Utility	1,154.93
				Total for Payment No.:		17,092.68

**Payment No: 646457**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MAXINE VOIGHT	00480383	09/30/20 CLASS REFUND	PARKS DEPT REFUND	General Fund	9.00
				Total for Payment No.:		9.00

**Payment No: 646458**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479587	INV1253705	COG TEST SEP20 - AQS PLANNING	Electric Utility	709.00
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479587	INV1253705	COG TEST SEP20 - AQS PREP	Electric Utility	354.00
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479587	INV1253705	COG TEST SEP20 - AQS EQUIPMENT	Electric Utility	1,020.00

10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479587	INV1253705	COG TEST SEP20 - AQS TESTING	Electric Utility	3,966.00
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479588	INV1253707	GIA TEST SEP20 - AQS PLANNING	Electric Utility	709.00
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479588	INV1253707	GIA TEST SEP20 - AQS PREP	Electric Utility	354.00
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479588	INV1253707	GIA TEST SEP20 - AQS EQUIPMENT	Electric Utility	1,020.00
10/16/2020	MONTROSE AIR QUALITY SERVICES,	00479588	INV1253707	GIA TEST SEP20 - AQS TESTING	Electric Utility	3,966.00
Total for Payment No.:						12,098.00

**Payment No: 646459**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	NAPA AUTO PARTS	00479805	5983-588142	PARTS- V#3325	Fleet Operation Fund	815.13
10/16/2020	NAPA AUTO PARTS	00479806	5983-593507	PARTS- STOCK	Fleet Operation Fund	163.03
10/16/2020	NAPA AUTO PARTS	00479807	5983-593648	PARTS- V#3131	Fleet Operation Fund	6.43
10/16/2020	NAPA AUTO PARTS	00479808	5983-593759	PARTS- V#3132	Fleet Operation Fund	15.33
10/16/2020	NAPA AUTO PARTS	00479809	5983-593901	PARTS- V#2344	Fleet Operation Fund	58.48
10/16/2020	NAPA AUTO PARTS	00479810	5983-594043	PARTS- V#2667	Fleet Operation Fund	43.39
10/16/2020	NAPA AUTO PARTS	00479811	5983-594050	PARTS- V#2392	Fleet Operation Fund	15.24
10/16/2020	NAPA AUTO PARTS	00479812	5983-594375	PARTS- V#2890	Fleet Operation Fund	14.20
Total for Payment No.:						1,131.23

**Payment No: 646460**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	NOR CAL PORTABLE SERVICES	00479653	121535-rev	CUC- PORTABLE TOILET- RNTL TXB	Solid Waste Program	98.10
10/16/2020	NOR CAL PORTABLE SERVICES	00479653	121535-rev	CUC- PORTABLE TOILET- SERVICE	Solid Waste Program	530.00
10/16/2020	NOR CAL PORTABLE SERVICES	00479654	122493	CUC- PORTABLE TOILET PCKUP FEE	Solid Waste Program	100.00
Total for Payment No.:						728.10

**Payment No: 646461**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	NORCAL VENTURES LLC	00479795	80886	LABOR- V#3570 WO#128005	Vehicle Replacement	140.00

					Fund	
10/16/2020	NORCAL VENTURES LLC	00479795	80886	PARTS- V#3570 WO#128005	Vehicle Replacement Fund	1,167.49
				Total for Payment No.:		1,307.49

**Payment No: 646462**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	OIL CHANGER	00479813	JUNE 2020 CAR WASHES	JUNE 2020 CAR WASHES	Fleet Operation Fund	522.00
10/16/2020	OIL CHANGER	00479814	AUG 2020 CAR WASHES	AUG 2020 CAR WASHES	Fleet Operation Fund	648.00
				Total for Payment No.:		1,170.00

**Payment No: 646463**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PACIFIC WATER ART INC	00479452	64771	FRANKLIN SQUARE SEP 2020	Downtown Parking Maintenance D	990.00
10/16/2020	PACIFIC WATER ART INC	00479452	64771	SC CITY HALL SEP 2020	General Fund	600.00
10/16/2020	PACIFIC WATER ART INC	00479452	64771	CIVIC CENTER PARK SEP 2020	General Fund	1,100.00
				Total for Payment No.:		2,690.00

**Payment No: 646464**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PETERSON TRACTOR CO	00479454	PC001709026	PARTS CUC RENTAL LOADER	Solid Waste Program	200.94
				Total for Payment No.:		200.94

**Payment No: 646465**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	PLANTERS UNLIMITED	00480370	IN1091526	BUILD-ITEM (7) OUTDOOR ARTIFIC	Streets And Highways	23,373.97
10/16/2020	PLANTERS UNLIMITED	00480370	IN1091526	BUILD-ITEM (7) OUTDOOR 14IN. T	Streets And Highways	4,757.41
10/16/2020	PLANTERS UNLIMITED	00480370	IN1091526	FREIGHT	Streets And	2,675.00

					Highways	
10/16/2020	PLANTERS UNLIMITED	00480370	IN1091526	BUILD-ITEM (7) OUTDOOR BOUGAIN	Streets And Highways	43,773.56
10/16/2020	PLANTERS UNLIMITED	00480371	IN1091212	B-HBL-22-I: 22IN REPLACEMENT L	Streets And Highways	3,985.04
				Total for Payment No.:		78,564.98

**Payment No: 646466**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00479525	039703	CONDUIT LEASE OCT20	Electric Utility	1,090.00
10/16/2020	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00479525	039703	RACK: 2POST OCT20	Electric Utility	100.00
				Total for Payment No.:		1,190.00

**Payment No: 646467**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	R & B CO	00480361	S1961957.004	COUPLING, METER 3/4 X 2IN, FOR	Water Utility	578.74
				Total for Payment No.:		578.74

**Payment No: 646468**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SAN JOSE BOILER WORKS	00479687	11182	CENTRAL LIB BOILER REPAIR	General Fund	3,452.90
				Total for Payment No.:		3,452.90

**Payment No: 646469**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SANTA CLARA BUILDING MAINTENANCE	00479766	5301	DEHUMIDIFIER RENTAL 3 DAYS	Electric Utility	116.00
10/16/2020	SANTA CLARA BUILDING MAINTENANCE	00479766	5301	DELIVERY/PICK UP LABOR	Electric Utility	130.00
				Total for Payment No.:		246.00



**Payment No: 646470**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SANTA CLARA LIGHTING, INC.	00479688	19326	PD ANNEX	General Fund	71.94
				Total for Payment No.:		71.94

**Payment No: 646471**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SANTA CLARA WEEKLY	00479562	1244677	COUNCIL HEARING BUCKS CRK CEQA	Electric Utility Construction	1,080.00
10/16/2020	SANTA CLARA WEEKLY	00480365	1244676		General Fund	1,080.00
				Total for Payment No.:		2,160.00

**Payment No: 646472**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SCC OFFICE OF SUPPORTIVE HOUSING	00480452	CSC-Q3-2020	COUNTY INTENSIVE CASE MANAGEME	Housing Successor	5,788.33
10/16/2020	SCC OFFICE OF SUPPORTIVE HOUSING	00480452	CSC-Q3-2020	INTENSIVE CASE MANAGEMENT PROG	City Affordable Housing	6,170.59
10/16/2020	SCC OFFICE OF SUPPORTIVE HOUSING	00480453	ICMCSC-Q1-2020	INTENSIVE CASE MANAGEMENT PROG	City Affordable Housing	438.76
				Total for Payment No.:		12,397.68

**Payment No: 646473**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SCHAAF & WHEELER CONSULTING	00480368	33202	CHANGE ORDER #1: ADDITIONAL FU	Sewer Utility Construction	3,515.00
				Total for Payment No.:		3,515.00

**Payment No: 646474**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SCP DISTRIBUTORS LLC	00479716	36009809	CENTER PORT DE FILTER GRID	General Fund	998.25
				Total for Payment No.:		998.25

**Payment No: 646475**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SEL ENGINEERING SERVICES, INC.	00479661	35868	ELECT SUPPORT/UPGRADES MAY20	Electric Utility Construction	1,441.00
10/16/2020	SEL ENGINEERING SERVICES, INC.	00479661	35868	ELECT SUPPORT/UPGRADES MAY20	Electric Utility	1,478.50
10/16/2020	SEL ENGINEERING SERVICES, INC.	00479661	35868	ELECT SUPPORT/UPGRADES MAY20	Electric Utility	5,881.00
10/16/2020	SEL ENGINEERING SERVICES, INC.	00479662	37234	ELECT SUPPORT/UPGRADES SEP20	Electric Utility Construction	7,960.50
10/16/2020	SEL ENGINEERING SERVICES, INC.	00479662	37234	ELECT SUPPORT/UPGRADES SEP20	Electric Utility	863.00
				Total for Payment No.:		17,624.00

**Payment No: 646476**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SHRED-IT USA LLC	00479515	8180538587	1705 ELEC. SHRED SEP2020	Electric Utility	341.60
10/16/2020	SHRED-IT USA LLC	00479566	8180538588	SHRED SVP DVR 8/27/2020	Electric Utility	133.26
10/16/2020	SHRED-IT USA LLC	00479592	8180527551	SHREDIT SVP 881MARTIN 8/26/20	Electric Utility	143.27
				Total for Payment No.:		618.13

**Payment No: 646477**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SMART PLUMBERS INC	00479731	7092420-1	REPLACE WATER LINE-DUROCHER	H.U.D Capital Projects	3,000.00
10/16/2020	SMART PLUMBERS INC	00479731	7092420-1	REPLACE WATER LINE-DUROCHER	H.U.D Capital Projects	3,000.00
10/16/2020	SMART PLUMBERS INC	00479731	7092420-1	REPLACE WATER LINE-DUROCHER	H.U.D Capital Projects	-3,000.00
10/16/2020	SMART PLUMBERS INC	00479742	7092920-1	REPLACE SINK FAUCET-DUROCHER	H.U.D Capital Projects	255.00
10/16/2020	SMART PLUMBERS INC	00479742	7092920-1	REPLACE SINK FAUCET-DUROCHER	H.U.D Capital Projects	255.00
10/16/2020	SMART PLUMBERS INC	00479742	7092920-1	REPLACE SINK FAUCET-DUROCHER	H.U.D Capital Projects	-255.00
				Total for Payment No.:		3,255.00

**Payment No: 646478**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SONSRAY MACHINERY LLC	00479816	P14755-12	PARTS- V#2344	Fleet Operation Fund	63.00
				Total for Payment No.:		63.00

**Payment No: 646479**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SPECTRUM CANINE LLC	00479486	204	August monthly K9 training	General Fund	650.00
				Total for Payment No.:		650.00

**Payment No: 646480**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SPRINT COMMUNICATIONS	00479464	LCI-342415	GPS Locate 20-114210	General Fund	100.00
				Total for Payment No.:		100.00

**Payment No: 646481**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SUNNYVALE FORD	00479817	CM141512	CORE RETURN- STOCK	Fleet Operation Fund	-130.80
10/16/2020	SUNNYVALE FORD	00479818	CM145823	CORE RETURN	Fleet Operation Fund	-130.80
10/16/2020	SUNNYVALE FORD	00479819	CM149456	PARTS- STOCK	Fleet Operation Fund	-130.80
10/16/2020	SUNNYVALE FORD	00479820	CM157252	CORE RETURN	Fleet Operation Fund	-81.75
10/16/2020	SUNNYVALE FORD	00479821	168663	PARTS- V#3208 WO#127340	Fleet Operation Fund	96.92
10/16/2020	SUNNYVALE FORD	00479822	169803	PARTS- V#3402 WO#127593	Fleet Operation Fund	25.79
10/16/2020	SUNNYVALE FORD	00479823	173771	PARTS- V#3058	Fleet Operation Fund	286.66
10/16/2020	SUNNYVALE FORD	00479824	174398	PARTS- V#3015	Fleet Operation Fund	60.93
10/16/2020	SUNNYVALE FORD	00479825	173791-1	PARTS- V#3273	Fleet Operation Fund	63.79
				Total for Payment No.:		59.94

**Payment No: 646482**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SYLVIA A OLIVEREZ	00480470	35528OCT2020	Small Business Assistance Gran	Other City Dept Op Grant Fund	5,000.00
				Total for Payment No.:		5,000.00

**Payment No: 646483**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	SYSTEM OPERATIONS SUCCESS INTL	00479676	1124836	MANAGED TRAINING SEP20	Electric Utility	2,187.50
				Total for Payment No.:		2,187.50

**Payment No: 646484**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	TARGET SPECIALTY PRODUCTS INC	00479714	INVP500269198	SAPPHIRE HERBICIDE	General Fund	1,452.41
10/16/2020	TARGET SPECIALTY PRODUCTS INC	00479715	INVP500271735	REWARD LANDSCAPE & AQUATIC	General Fund	215.28
10/16/2020	TARGET SPECIALTY PRODUCTS INC	00479715	INVP500271735	CADUALTAX	General Fund	4.29
				Total for Payment No.:		1,671.98

**Payment No: 646485**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	TAYLOR CORPORATION, INC	00479550	4231472	PAYROLL ADVICE CHK STK 804BS04	General Fund	1,642.59
				Total for Payment No.:		1,642.59

**Payment No: 646486**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	THE HOME DEPOT PRO	00479708	575364401	LAV PLUNGER	General Fund	179.46
				Total for Payment No.:		179.46

**Payment No: 646487**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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10/16/2020	TMT ENTERPRISES INC	00479718	05935	STAB GOLD FINES	General Fund	3,157.34
Total for Payment No.:						3,157.34

**Payment No: 646488**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	TOWNSEND PUBLIC AFFAIRS INC	00480476	16227	State and Federal Legislative	General Fund	7,500.00
Total for Payment No.:						7,500.00

**Payment No: 646489**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	TURF & INDUSTRIAL EQUIPMENT CO	00479677	IV36484	PARTS - 2 STL CHAIN	Electric Utility	62.33
Total for Payment No.:						62.33

**Payment No: 646490**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	UNIFIRST CORPORATION	00479576	385 0406091	GARMENT RENTAL/CLEANING SVP IT	Electric Utility	39.73
10/16/2020	UNIFIRST CORPORATION	00479576	385 0406091	DELIVERY FEE SVP	Electric Utility	13.00
10/16/2020	UNIFIRST CORPORATION	00479577	385 0406092	GARMENT RENTAL/CLEANING T&D	Electric Utility	787.43
10/16/2020	UNIFIRST CORPORATION	00479577	385 0406092	NEW CLOTHES T. OCHOA	Electric Utility	37.06
10/16/2020	UNIFIRST CORPORATION	00479578	385 0406094	GARMENT RENTAL/CLEANING 881ENG	Electric Utility	84.31
10/16/2020	UNIFIRST CORPORATION	00479579	385 0406097	GARMENT RENT/CLEAN SVCS SUB	Electric Utility	402.71
10/16/2020	UNIFIRST CORPORATION	00479580	385 0406098	GARMENT RENT/CLEAN SVCS AD1705	Electric Utility	65.33
10/16/2020	UNIFIRST CORPORATION	00479581	385 0406138	GARMENT RENT/CLEANING SVC CH	Electric Utility	85.93
Total for Payment No.:						1,515.50

**Payment No: 646491**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	UNITED PARCEL SERVICE	00480456	00009882E5390A	CITY CLERK	General Fund	31.00
Total for Payment No.:						31.00

**Payment No: 646492**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	UNITED SITE SERVICES INC	00479568	114-10897028	ADA SINK @SERRA SUB 9/1-9/28	Electric Utility Construction	10.91
10/16/2020	UNITED SITE SERVICES INC	00479568	114-10897028	WKLY SINK SRV@SERRA 9/1-9/28	Electric Utility Construction	138.00
10/16/2020	UNITED SITE SERVICES INC	00479568	114-10897028	ENVIRONMENTAL FEE	Electric Utility Construction	15.92
10/16/2020	UNITED SITE SERVICES INC	00479569	114-10912701	RESTROOM RENT@LAF 9/3-9/30	Electric Utility	10.91
10/16/2020	UNITED SITE SERVICES INC	00479569	114-10912701	ENVIRONMENTAL FEE	Electric Utility	1.08
10/16/2020	UNITED SITE SERVICES INC	00479570	114-10930380	RESTROOM RENT@SPACE 9/9-10/6	Electric Utility	10.91
10/16/2020	UNITED SITE SERVICES INC	00479570	114-10930380	WKLY RSTRM SRV@SPACE 9/9-10/6	Electric Utility	55.00
10/16/2020	UNITED SITE SERVICES INC	00479570	114-10930380	ENVIRONMENTAL FEE	Electric Utility	6.99
				Total for Payment No.:		249.72

**Payment No: 646493**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	UNIVAR SOLUTIONS USA INC	00479679	48758065	DVR CHEM DEL SOD HYP SEP2020	Electric Utility	1,046.79
10/16/2020	UNIVAR SOLUTIONS USA INC	00479679	48758065	CALIFORNIA MILL FEE	Electric Utility	22.77
10/16/2020	UNIVAR SOLUTIONS USA INC	00479680	48758066	DVR CHEM DEL SOD BISUL SEP20	Electric Utility	664.90
				Total for Payment No.:		1,734.46

**Payment No: 646494**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	V&A CONSULTING ENGINEERS	00480455	19648	SANITARY SEWER SYSTEM INFLOW A	Sewer Utility Construction	14,593.56
				Total for Payment No.:		14,593.56

**Payment No: 646495**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	VALLEY POWER SYSTEMS INC	00479827	K56630	LABOR- V#3461 WO#128168	Fleet Operation Fund	930.00

10/16/2020	VALLEY POWER SYSTEMS INC	00479827	K56630	MILEAGE- V#3461 WO#128168	Fleet Operation Fund	15.74
10/16/2020	VALLEY POWER SYSTEMS INC	00479827	K56630	PARTS- V#3461 WO#128168	Fleet Operation Fund	254.26
10/16/2020	VALLEY POWER SYSTEMS INC	00479828	K56631	LABOR- V#3462 WO#128516	Fleet Operation Fund	930.00
10/16/2020	VALLEY POWER SYSTEMS INC	00479828	K56631	MILEAGE- V#3462 WO#128516	Fleet Operation Fund	15.74
10/16/2020	VALLEY POWER SYSTEMS INC	00479828	K56631	PARTS- V#3462 WO#128516	Fleet Operation Fund	254.26
10/16/2020	VALLEY POWER SYSTEMS INC	00479829	K56704	LABOR- V#2474 WO#128527	Fleet Operation Fund	3,407.00
10/16/2020	VALLEY POWER SYSTEMS INC	00479829	K56704	MILEAGE- V#2474 WO#128527	Fleet Operation Fund	234.70
10/16/2020	VALLEY POWER SYSTEMS INC	00479829	K56704	PARTS- V#2474 WO#128527	Fleet Operation Fund	2,024.05
				Total for Payment No.:		8,065.75

**Payment No: 646496**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	WATERSAVERS IRRIGATION INC	00479719	2305234-00	IRRIGATION	General Fund	790.35
				Total for Payment No.:		790.35

**Payment No: 646497**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	WEST COAST ARBORISTS INC	00479655	164217	TREE MAINTNCE- SEPT 1-15	General Fund	3,840.00
				Total for Payment No.:		3,840.00

**Payment No: 646498**

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
10/16/2020	Z-CON SPECIALTY SERVICES, INC.	00479690	C-2020-790	FS 9'--REMOVED 20 SF SHEETROCK	General Fund	680.00
				Total for Payment No.:		680.00

Overall Total 1,167,429.50

City of Santa Clara Finance Department  
Accounting Services

Supplement to Bills & Claims  
Expenditures Paid by Wire Transfer  
For the Period of October 3<sup>rd</sup>, 2020 through October 16<sup>th</sup>, 2020

\$ 6,074.40 Joe Security--Security Software Subscription Renewal

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\$ 6,074.40

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## Agenda Report

20-886

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on a Resolution of the City Council of the City of Santa Clara Authorizing City Staff to Deposit and Withdraw City Funds in the State's Local Agency Investment Fund

#### **COUNCIL PILLAR**

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### **BACKGROUND**

The City of Santa Clara (City) has been a participant in the Local Agency Investment Fund (LAIF) since its inception in 1977. LAIF is a State investment pool administered by the Treasurer of the State of California in which cities and other local governmental entities may invest idle funds. By pooling the cash deposited by these local agencies, LAIF staff is able to invest through a diversified portfolio with savings on security purchase costs due to economies of scale. The pool invests in high quality securities to ensure the portfolio safety; however, the portfolio is managed so that any agency can withdraw up to all of its deposits on any given day, subject to certain restrictions. LAIF staff has managed to achieve exceptional yields over the life of the investment pool considering its emphasis on safety and liquidity.

California Government Code section 16429.3 protects the local governmental entities' funds from seizure, impoundment, loan or transfer by the State of California. If the State fails to adopt a budget, California Government Code section 16429.4 protects the rights of participating local agencies to withdraw funds upon demand. Such rights cannot be "altered, impaired or denied in any way," by any State official or State agency under this code section.

#### **DISCUSSION**

The City Council's authorizations with LAIF were last approved in 1977. An updated resolution is essential to update the authorized signer list for the account. The proposed resolution grants authority to the City's City Manager, City Auditor, Director of Finance, and Assistant Director of Finance, or their successors to initiate investment-related transactions with LAIF. These are the City staff currently responsible for managing cash flow and making LAIF investments or withdrawals.

#### **ENVIRONMENTAL REVIEW**

Not a project per 14 CCR §15378(b)(4) in that it is a government fiscal activity, which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

#### **FISCAL IMPACT**

This action does not have any fiscal impact on budget, except for staff time.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt a resolution granting the authority to the City Manager, City Auditor, Director of Finance, and Assistant Director of Finance to invest and withdraw City funds in the State of California's Local Agency Investment Fund (LAIF).

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution Authorizing City Staff to Deposit and Withdraw City Funds in the State's LAIF

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

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING CITY STAFF TO DEPOSIT AND WITHDRAW  
CITY FUNDS IN THE STATE'S LOCAL AGENCY INVESTMENT  
FUND**

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

**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer;

**WHEREAS**, the City Council previously adopted Resolution No. 3839 authorizing certain City officers to order the deposit and withdrawal of monies from the Local Agency Investment Fund;

**WHEREAS**, the City Council hereby reaffirms and finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Santa Clara; and

**WHEREAS**, the City Council wishes to update the list of City of Santa Clara officers authorized to act on the City's behalf with respect to the funds deposited and withdrawn from the Fund.

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

1. That Council Resolution No. 3839 authorizing certain City officers to order the deposit and withdrawal of monies from the Local Agency Investment Fund is hereby repealed and replaced with the instant Resolution.
2. That the following City officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Deanna J. Santana - City Manager

Vacant - City Auditor

Kenn Lee - Director of Finance

Linh Lam - Assistant Director of Finance

3. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

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 10TH DAY OF NOVEMBER, 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: None



## Agenda Report

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20-900

Agenda Date: 11/10/2020

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### REPORT TO COUNCIL

#### SUBJECT

Action on Approval of a Tentative Parcel Map for 5407 and 5409 Stevens Creek Boulevard

#### COUNCIL PILLAR

Promote and Enhance Economic and Housing Development

#### BACKGROUND

The applicant is requesting approval of a Tentative Parcel Map (PLN2020-14419) to subdivide an existing 5.07-acre property into two parcels located at 5407 and 5409 Stevens Creek Boulevard. This application follows a prior Tentative Parcel Map approval that has expired. Per the City Code, consideration and action on a Tentative Parcel Map is a function of the City Council. A Planning Commission recommendation is not required for minor subdivisions of four lots or less.

A General Plan Amendment and rezone for the project site were approved in 2012 (PLN2011-08988) to change the land use designation from Regional Commercial to High Intensity Office/Research and Development and zoning from Thoroughfare Commercial (CT) to Planned Development (PD) to allow the phased development of a 295,500 square foot office campus consisting of two six-story buildings; above and below grade parking structures with a total of 1,118 parking spaces; and on-site and public right-of-way improvements. Phase 1 construction of a five-level parking structure and six-story 187,500 square foot office building over a subgrade parking garage was completed in 2014 and subsequently occupied by Apple Corporation. Phase 2 construction was initiated in 2019 and is currently underway with the construction of the 108,000 square foot, six-story office building over subgrade parking and on- and off-site public and private improvements. Upon completion, Apple will also occupy Phase 2.

The original Tentative Parcel Map application was approved in March 2016 (PLN2015-1148) to allow a two-lot subdivision of the property. Due to the absence of Final Map approval and recordation, the entitlement for the Tentative Parcel Map expired in March 2018. In February 2020 a Zoning Administrator Modification (PLN2020-14329) was approved for a reduction in the on-site parking requirement from 1,118 to 973 parking spaces to allow for reconfiguration of the parking garage for security and installation of EV charging stations.

The proposed Tentative Parcel Map, filed in May 2020, will create two separate parcels comprised of Parcel 1 at 3.12 acres and Parcel 2 at 1.95 acres. Parcel 1 is to include the Phase 1 office building over subgrade parking and five-level parking structure at 5409 Stevens Creek Boulevard. Parcel 2 includes the Phase 2 office building over subgrade parking and the surface parking lot at 5407 Stevens Creek Boulevard.

**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 for review by Council in accordance with Section 17.05.220 of the City Code on July 21, 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 proposed conditions include a requirement for recordation of Covenants, Conditions and Restrictions (CC&R's) or an 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 the existing parcel into two separate parcels. The office development has been designed to facilitate the proposed subdivision in that each site has separate utility service and recorded easements will provide for water, electric, storm drain, sanitary sewer, shared access to Stevens Creek Boulevard, shared parking, site circulation and ingress/egress for each building through the project conditions of approval and recordation of the map.

The proposed map facilitates land use activity consistent with the High Intensity Office/ Research and Development General Plan designation and PD zoning entitlements allowing office development on the project site. 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 project is Categorically exempt per Section 15315, Minor Land Divisions of the California Environmental Quality Act, in that the project involves the subdivision of urbanized land into fewer than five parcels and is served by existing public infrastructure and facilities.

**FISCAL IMPACT**

There is no cost to the City other than administrative staff time and expense for the processing of this application typically covered by processing fees paid by the applicant.

**COORDINATION**

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

**PUBLIC CONTACT**

On October 28, 2020, a notice of public hearing was published in *The Weekly*, a newspaper of general circulation, and on October 29, 2020 notice of this item was posted in three conspicuous locations within 300 feet of the project site and mailed to property owners within 500 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 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 5407 and 5409 Stevens Creek Boulevard.
2. Deny the application for a Tentative Parcel Map to subdivide the existing parcel into two lots at the property located at 5407 and 5409 Stevens Creek 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 5407 and 5409 Stevens Creek 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 5407 AND 5409 STEVENS CREEK  
BOULEVARD, SANTA CLARA, CALIFORNIA**

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

**WHEREAS**, on May 27, 2020, James Howard with Vance Brown Builders (“Applicant”) made an application for a Tentative Parcel Map on behalf of Peery-Arrillaga (“Property Owner”) to subdivide an existing 5.07 acre parcel (APN: 316-19-031), into two parcels located at 5407 and 5409 Stevens Creek Boulevard in the City of Santa Clara (“Project Site”);

**WHEREAS**, the General Plan land use designation for the Project Site is High Intensity Office/Research and Development (R&D) and the zoning designation is Planned Development (PD) which allows for phased development of a 295,000 square foot office campus on the Project Site consisting of two six-story office buildings, above and below grade parking structures with a total of 973 parking spaces, and on-site and public right-of-way improvement;

**WHEREAS**, Phase 1 construction is completed and consists of a five-level parking structure and six-story 187,500 square foot office building over a subgrade parking garage and Phase 2 construction is currently underway with construction of a six-story 108,000 square foot office building over a subgrade parking garage and on- and off-site improvements;

**WHEREAS**, consistent with the General Plan and zoning designation for the Project Site, the proposal involves the subdivision of the Project Site 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**, on July 21, 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, subdividing the existing 5.07 acre parcel into two parcels;

**WHEREAS**, SCCC Section 17.05.110(h) requires that the Subdivision Committee makes recommendations of denial, approval or conditional approval to the City Council on the Tentative Parcel Map;

**WHEREAS**, on July 21, 2020, the Subdivision Committee recommended that the City Council approve the Tentative Parcel Map, subject to conditions;

**WHEREAS**, the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.*, requires a public agency to evaluate the environmental impacts of a proposed project. CEQA contains a list of categorical exemptions for projects that are not required to undergo environmental evaluation. The Project is categorically exempt from CEQA per Guidelines Section 15315, in that the Project involves subdivision of the existing parcel into two separate parcels in a manner that is consistent with the General Plan High Intensity Office/R&D designation and PD zoning designation for the Project Site, in an urbanized area, all services and access to the proposed parcels to City standards are available, the Project Site was not involved in the division of a larger parcel, within the previous two years, the parcel does not have a slope greater than 20 percent, and no issuance of a variance or exception is necessary;

**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 three hundred (300) 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 October 28, 2020;

**WHEREAS**, on October 29, 2020, the City posted notice of the public hearing at three conspicuous locations within three hundred (300) feet of the Project Site;

**WHEREAS**, on October 29, 2020, the City mailed notice of the public hearing to the Santa Clara Valley Water District, which will supply water to the site;

**WHEREAS**, on October 29, 2020, notices of the public hearing on the Tentative Parcel Map were mailed to all property owners within 500 feet of the Project Site, according to the most recent assessor's roll; and,

**WHEREAS**, on November 10, 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 5.07 acre parcel (APN: 316-19-031) will be reconfigured to create two parcels, one at 3.12 acres and one at 1.95 acres, located in Santa Clara. Both parcels will continue to maintain the General Plan High Intensity Office/R&D designation and the PD zoning designation. 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 served by existing municipal facilities; and water, sanitary sewer, storm drain, electric and vehicle ingress/egress easements are retained for service of the Project Site, as specified in the Conditions of Approval, attached hereto and incorporated herein by this reference.

D. The site is physically suitable for the planned intensity of 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 urban uses; is currently developed and has no value as habitat for endangered, rare or threatened species; would not result in significant related traffic, noise, air quality, or water quality impacts; and is adequately served by all required utilities and public services..

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 Subdivision Map provides, to the extent feasible, for future or natural heating or cooling opportunities, in that the approved PD zoning for the Project Site allows for flexibility in the development standards to maximize the benefits of green building standards for site and building design.

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:

### **CONDITIONS OF APPROVAL**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

#### **GENERAL**

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

#### **ATTORNEY'S OFFICE**

- A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

#### **COMMUNITY DEVELOPMENT**

##### **PLANNING**

- C1. The project shall comply with Conditions of Approval for the 5403/5405 Stevens Creek Boulevard Office Project (PLN2011-08988) and EIR/Mitigation Monitoring and Reporting Program (CEQ2011-01130).
- C2. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&Rs) or equivalent prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

##### **BUILDING**

- C3. Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet
- C4. The construction permit application drawings submitted to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: <https://msc.fema.gov/portal/home>. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.
- C5. The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices [http://www.scvurppp-w2k.com/nd\\_wp.shtml](http://www.scvurppp-w2k.com/nd_wp.shtml). All projects that disturb more than one acre, or projects that are part of a larger

development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): [http://www.scvurppp-w2k.com/construction\\_bmp.shtml](http://www.scvurppp-w2k.com/construction_bmp.shtml), and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page: <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention> and will be routed to a contract consultant for review.

- C6. Informational: no California construction code review is being done at this time. The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis, including; proposed use and occupancy of all spaces (19' CBC Ch. 3), all building heights and areas (19' CBC Ch. 5), all proposed types of construction (19' CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (19' CBC Ch. 7), all proposed interior finishes fire resistance (19' CBC Ch. 8), all fire protection systems proposed (19' CBC Ch. 9), and all means of egress proposed (19' CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged. During construction retaining a single company to install all fire rated penetrations is highly recommended.
- C7. The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.
- C8. The construction permit application drawings submitted to the Santa Clara Building Division shall include all accessibility requirements of the 19' CBC Ch. 11 as applicable.
- C9. The construction permit application drawings submitted to the Santa Clara Building Division shall include checklist(s) indicating compliance with the applicable Mandatory Measures of the 19' Cal. Green Building Standards Code (CGBSC). Provide Construction Waste Management (CWM) Plan per the 19' CGBSC guides on pp 59-63 of the CGBSC. Provide a Phase 1 and/ or Phase 2 Hazardous Materials site assessment, as applicable. Note: The Santa Clara Public Works Department Environmental Programs Division will require compliance with the Santa Clara Construction & Demolition Debris Recycling Program: <http://santaclaraca.gov/government/departments/public-works/environmental-programs/commercial-garbage-recycling/construction-demolition-debris-recycling-program>. Note: the Environmental Programs Division may require development projects to register with the Green Halo online waste tracking system: <https://www.greenhalosystems.com>.
- C10. Note: Temporary Certificates of Occupancy will not be routinely issued, and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

## **ENGINEERING**

- E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.
- E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a Single Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E3. 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.
- E4. 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.
- E5. Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned (traffic detector easement, etc.) through Public Works Department, and pay all appropriate fees, prior to issuance of a building permit.
- E6. 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.
- E7. File and record Subdivision Map to create parcels and pay all appropriate fee(s) prior to issuance of a building permit.
- E8. Submit payment for Public Works Project Clearance Committee review.

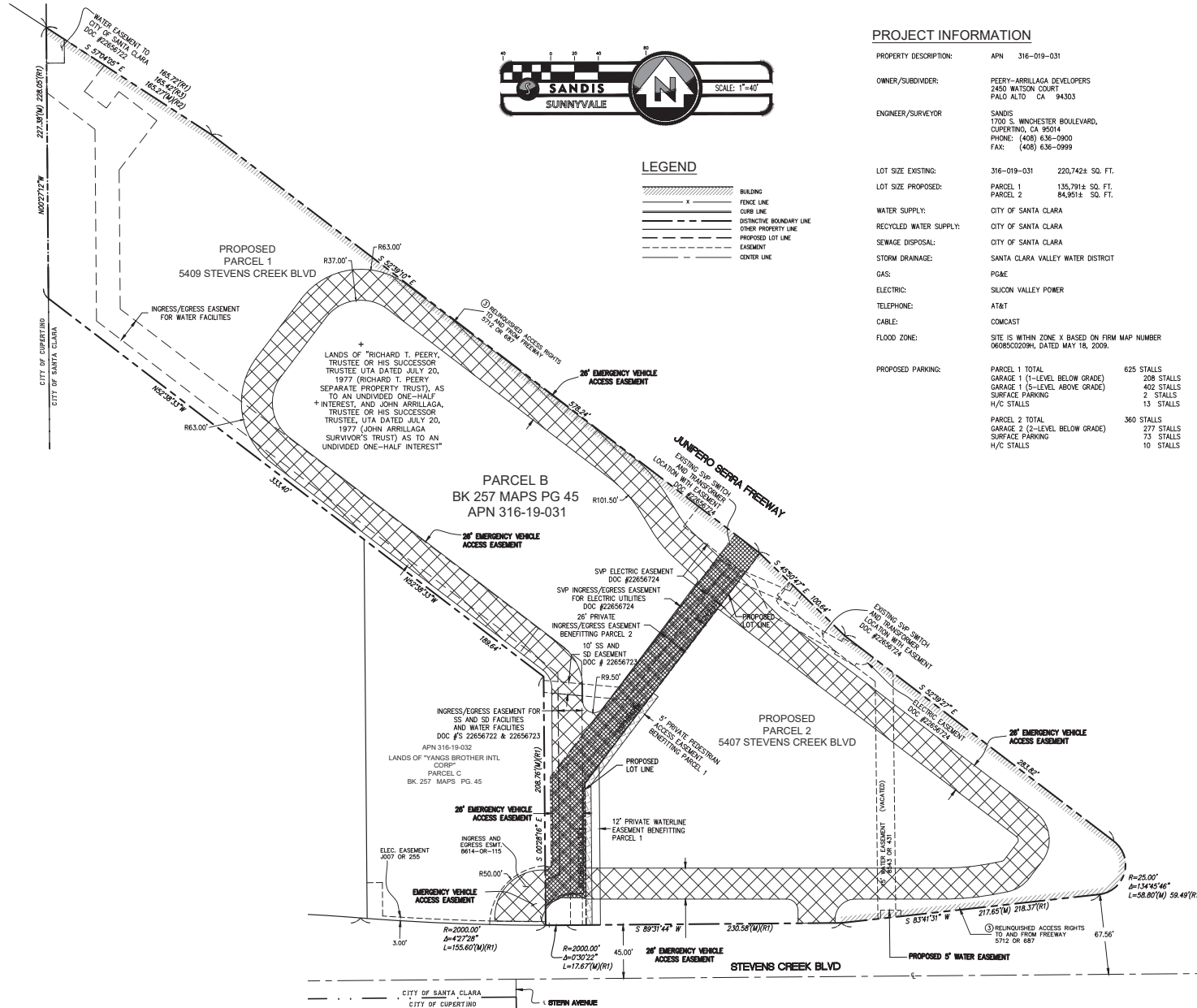
## **ELECTRICAL**

- EL1. No electric cross parcel distribution is allowed.

## **STREETS**

- ST1. The parcel located at 5407 Stevens Creek Blvd (former address: 5405 Stevens Creek Blvd). currently has two stormwater treatment facilities (BLD2015-39041). A condition of the parcel subdivision is the execution of an Operations & Maintenance agreement between the property owner and the City of Santa Clara with amended map and stormwater management plan as exhibits to the agreement. Contact Environmental Service Program at (408) 615-3080 or [environment@santaclaraca.gov](mailto:environment@santaclaraca.gov) for additional information.

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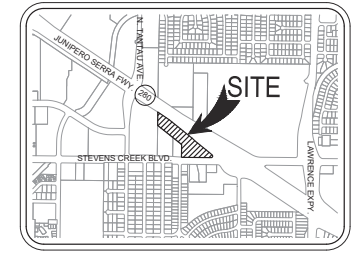


#### LEGEND

	BUILDING
	FENCE LINE
	CURBS LINE
	DISTINCTIVE BOUNDARY LINE
	OTHER PROPERTY LINE
	PROPOSED LOT LINE
	EASEMENT
	CENTER LINE

#### PROJECT INFORMATION

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OWNER/SUBDIVIDER:	PEERY-ARRILLAGA DEVELOPERS 2450 WATSON COURT PALO ALTO CA 94303
ENGINEER/SURVEYOR:	SANDIS 1700 S. WINCHESTER BOULEVARD, CUPERTINO, CA 95014 PHONE: (408) 436-0900 FAX: (408) 436-0999
LOT SIZE EXISTING:	316-019-031 220,742± SQ. FT.
LOT SIZE PROPOSED:	PARCEL 1 135,791± SQ. FT. PARCEL 2 84,951± SQ. FT.
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RECYCLED WATER SUPPLY:	CITY OF SANTA CLARA
SEWAGE DISPOSAL:	CITY OF SANTA CLARA
STORM DRAINAGE:	SANTA CLARA VALLEY WATER DISTRICT
GAS:	PG&E
ELECTRIC:	SILICON VALLEY POWER
TELEPHONE:	AT&T
CABLE:	COMCAST
FLOOD ZONE:	SITE IS WITHIN ZONE X BASED ON FIRM MAP NUMBER 0608500209H, DATED MAY 18, 2009.
PROPOSED PARKING:	PARCEL 1 TOTAL 625 STALLS GARAGE 1 (1-LEVEL BELOW GRADE) 208 STALLS GARAGE 1 (5-LEVEL ABOVE GRADE) 402 STALLS SURFACE PARKING 2 STALLS H/C STALLS 13 STALLS PARCEL 2 TOTAL 360 STALLS GARAGE 2 (2-LEVEL BELOW GRADE) 277 STALLS SURFACE PARKING 73 STALLS H/C STALLS 10 STALLS



VICINITY MAP  
N.T.S.

#### EASEMENTS

1. HATCHED EASEMENTS TO BE CREATED ON PARCEL MAP
2. NON-HATCHED EASEMENTS ARE EXISTING RECORDED EASEMENT.

#### BENCHMARK

NAME: BM #M127: A CITY OF CUPERTINO BENCHMARK  
DATE: 10/02/09  
ELEVATION: 179.09'  
DESCRIPTION: THE LETTER "C" IN THE WORD "CAL" ON TOP OF CATCH BASIN LOCATED AT THE MIDDLE OF THE RETURN AT THE SOUTHWEST CORNER OF STEVENS CREEK BLVD. & N. TANTAU AVE. WAS USED AS THE BASIS OF THE BEARINGS SHOWN ON THIS SURVEY.

#### BASIS OF BEARINGS

THE BEARING NORTH 89°31'44" EAST FOR THE CENTERLINE OF STEVENS CREEK BLVD. AS SHOWN ON THAT MAP RECORDED IN BOOK 257 OF MAPS AT PAGE 45, SANTA CLARA COUNTY RECORDS, WAS USED AS THE BASIS OF THE BEARINGS SHOWN ON THIS SURVEY.

#### REFERENCES

- (1) - PARCEL MAP, BK 257 OF MAPS PG 45
- (2) - PARCEL MAP, BK 559 OF MAPS PG 4
- (3) - STATE OF CALIFORNIA RIGHT OF WAY MAP R-153.19



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APPROVED BY: ND  
DRAWING NO: 215006

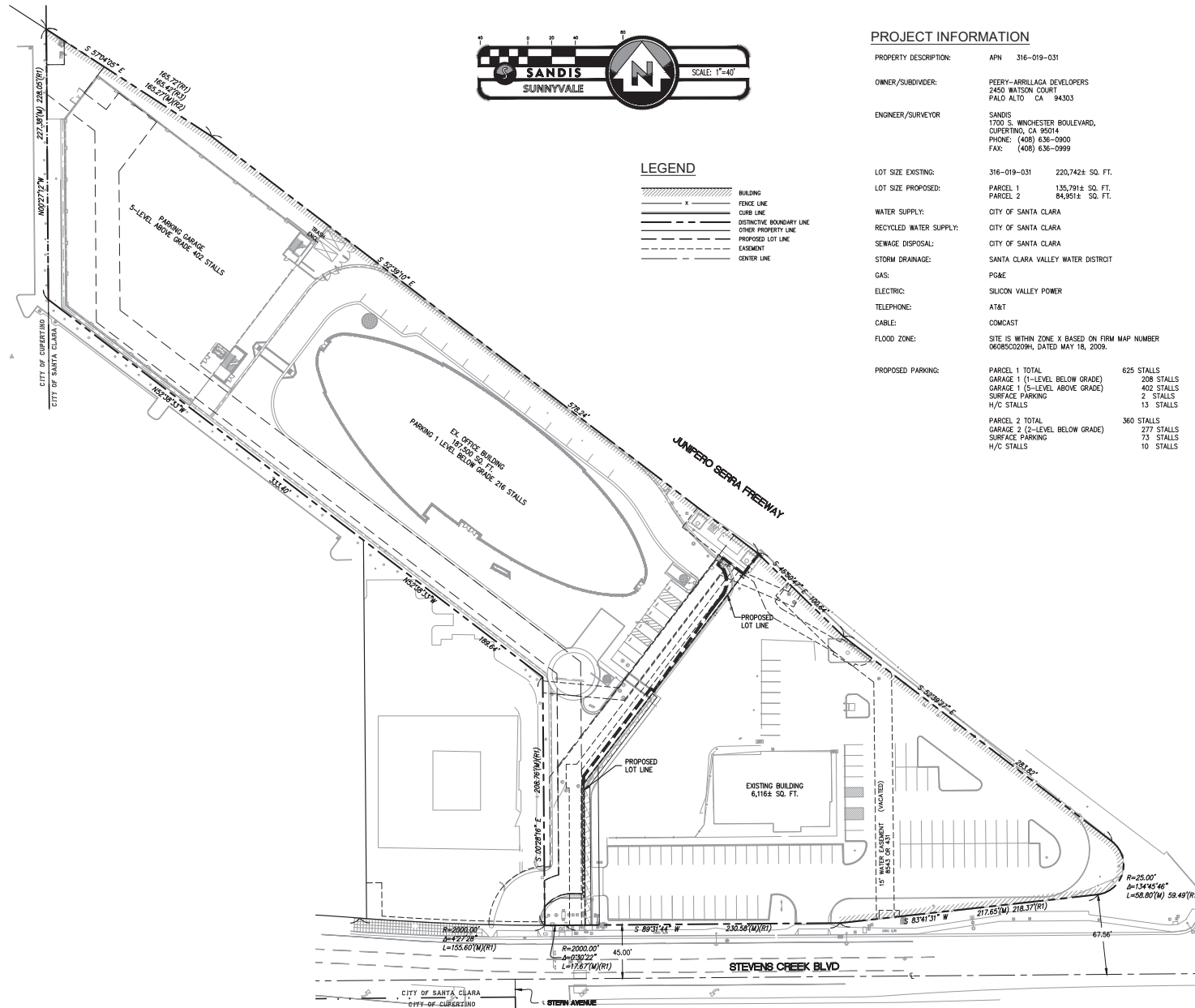
No.	REVISION/ISSUE	DATE	BY
1	TENTATIVE MAP SUBMITTAL	05/19/20	
2	TENTATIVE MAP RESUBMITTAL	07/01/20	

TENTATIVE MAP - FINAL CONFIGURATION  
BOUNDARY AND EASEMENTS  
STEVENS CREEK OFFICE DEVELOPMENT  
SANTA CLARA  
CALIFORNIA

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1  
OF 3 SHEETS  
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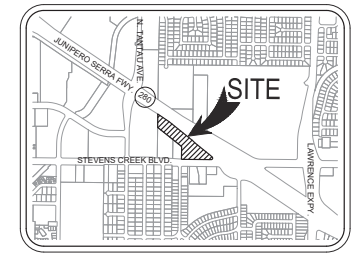


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## PROJECT INFORMATION

PROPERTY DESCRIPTION:	APN 316-019-031
OWNER/SUBDIVIDER:	PEERY-ARRILLAGA DEVELOPERS 2450 WATSON COURT PALO ALTO CA 94303
ENGINEER/SURVEYOR:	SANDIS 1700 S. WINCHESTER BOULEVARD, CUPERTINO, CA 95014 PHONE: (408) 436-0900 FAX: (408) 436-0999
LOT SIZE EXISTING:	316-019-031 220,742± SQ. FT.
LOT SIZE PROPOSED:	PARCEL 1 135,791± SQ. FT. PARCEL 2 84,951± SQ. FT.
WATER SUPPLY:	CITY OF SANTA CLARA
RECYCLED WATER SUPPLY:	CITY OF SANTA CLARA
SEWAGE DISPOSAL:	CITY OF SANTA CLARA
STORM DRAINAGE:	SANTA CLARA VALLEY WATER DISTRICT
GAS:	PG&E
ELECTRIC:	SILICON VALLEY POWER
TELEPHONE:	AT&T
CABLE:	COMCAST
FLOOD ZONE:	SITE IS WITHIN ZONE X BASED ON FIRM MAP NUMBER 0608500209H, DATED MAY 18, 2009.
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VICINITY MAP  
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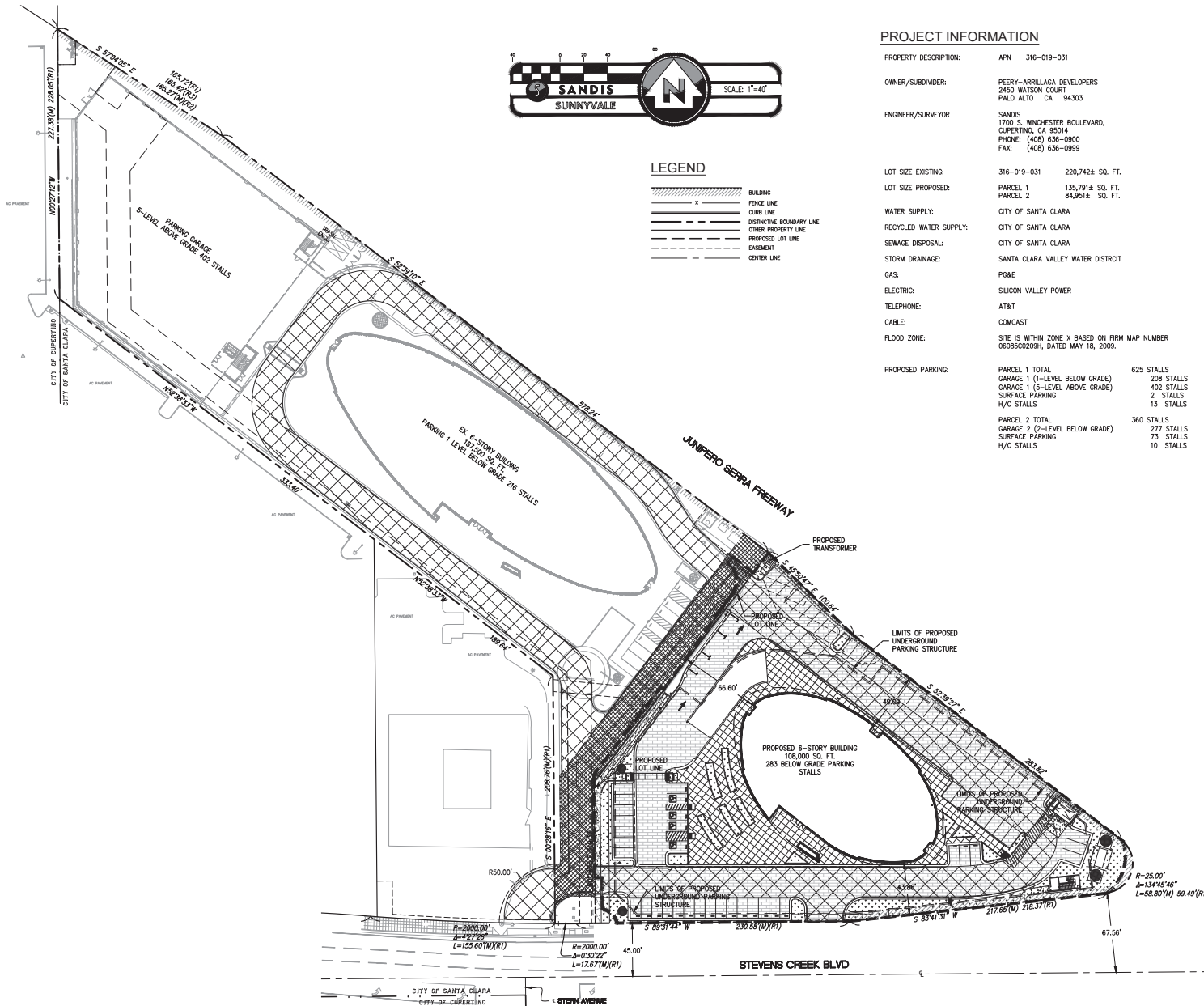
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No.	REVISION/ISSUE	DATE	BY
1	TENTATIVE MAP SUBMITTAL	05/19/20	
2	TENTATIVE MAP RESUBMITTAL	07/01/20	

TENTATIVE MAP - PHASE 1  
EXISTING CONDITIONS  
STEVENS CREEK OFFICE DEVELOPMENT  
SANTA CLARA CALIFORNIA

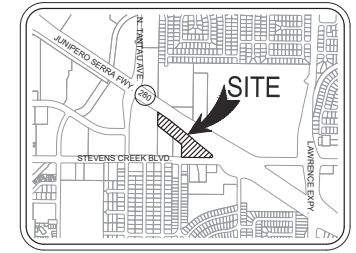
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TENTATIVE MAP - PHASE 2  
PROPOSED SITE IMPROVEMENTS  
STEVENS CREEK OFFICE DEVELOPMENT  
SANTA CLARA CALIFORNIA

SHEET  
3  
OF 3 SHEETS  
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## Agenda Report

20-909

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Approval of Silicon Valley Power's Energy Storage Procurement Plan to Re-Evaluate Energy Storage as an Element of the Electric Utility Power Supply Plans in Compliance with California Assembly Bill 2514

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure and Sustainability

#### BACKGROUND

In 2013, Assembly Bill 2514 codified Public Utilities Code Section 2836(B) that requires the governing board of each local publicly owned electric utility (POU) to determine appropriate targets for the utility to procure viable and cost-effective energy storage systems to be achieved by December 31, 2016, and December 31, 2020, on or before October 1, 2014 as part of their supply plan. There are no requirements for POUs to set targets for energy storage. The statute also requires each governing board to re-evaluate the determinations made pursuant to this subdivision not less than once every three years, where the first three-year period ended in 2017, and the second evaluation period will end December 31, 2020. Post-2020, Silicon Valley Power (SVP) will continue to report progress on its energy storage procurement, strategy and deployment in SVP's Integrated Resources Plan which would be reviewed and approved by the City Council and subsequently submitted to the California Energy Commission (CEC) every five years.

#### DISCUSSION

SVP's Energy Storage Procurement Plan is a re-evaluation of energy storage targets and goals for SVP, and provides a summary of the comprehensive research and analysis of energy storage technologies, economic modeling, industry and technology research, and collaboration with other joint power agencies, municipal utilities, and Community-Choice Aggregators (CCAs) that SVP has carried out to support its findings. SVP conducted and continues to research and review emerging technologies across electrochemical (battery), thermal, mechanical, and hydrogen storage technologies.

At this time, SVP finds that lithium-ion batteries, both lithium nickel manganese cobalt oxide (NMC) and lithium-iron phosphate (LFP) chemistries, to be the most common and frequent storage medium across the stationary storage landscape due to the scaling from electric vehicles and growing utility-scale storage installations. However, SVP also finds that the total installed costs for battery storage remains high with an average levelized cost of energy (LCOE) of \$500-\$600/kWh and a payback period of 15 years for systems less than 10 MW in capacity, and is not cost-effective relative to current market prices. SVP currently has more cost-effective means of achieving most of the performance characteristics provided by energy storage systems. SVP will not set energy storage goals and targets at this time, however the pilot programs described in this Plan will assist SVP in

determining the most cost-effective means of developing energy storage and determining energy storage procurement targets for the future.

SVP will continue to test the technological and economic feasibility of energy storage through four R&D projects, and will evaluate a utility-scale battery storage system as part of a portfolio of transmission solutions to support future load growth. SVP seeks to explore energy storage projects and programs that will provide value to the ratepayer, benefit the low-income and medical vulnerable communities, increase the reliability of its grid, increase grid integration of renewable energy, and reduce greenhouse gas (GHG) emissions and criteria pollutants to improve local air quality in the City of Santa Clara.

### **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**

Adoption of the Energy Storage Plan would have no economic or fiscal impact on the City. However, if SVP moves forward with any of the described research and development projects, programs, and projects to ensure reliability to meet future load growth, and to de-carbonize the grid, SVP would incur costs. SVP would subsequently present specific project and program information and contract requirements and impacts to the City Council for consideration at future meetings.

### **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**

Approve and adopt Silicon Valley Power’s Energy Storage Procurement Plan to re-evaluate energy storage as an Element of Electric Utility Power Supply Plans in Compliance with California Assembly Bill 2514.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Energy Storage Procurement Plan

# SILICON VALLEY POWER / CITY OF SANTA CLARA

## AB 2514 ENERGY STORAGE PROCUREMENT PLAN

### NOVEMBER 2020

#### EXECUTIVE SUMMARY

This study is a re-evaluation of energy storage targets and goals for SVP, and provides a summary of the comprehensive research and analysis of energy storage technologies, economic modeling, industry and technology research, and collaboration with other joint power agencies, municipal utilities and Community-Choice Aggregators (CCAs) that SVP has carried out to support its findings. SVP has also participated in energy storage educational conferences, and conducted research and outreach with multiple energy storage vendors through request for proposal solicitations and bilateral meetings, to research and review emerging technologies across the electrochemical (battery), thermal, mechanical, and hydrogen storage technologies.

At this time SVP finds that lithium-ion batteries, both lithium nickel manganese cobalt oxide (NMC) and lithium-iron phosphate (LFP) batteries chemistries, to be the most common and frequent storage medium across the stationary storage landscape, due to the scaling from electric vehicles and growing utility-scale storage installations<sup>1</sup>, however, SVP finds that the total installed costs for battery storage remain high with an average levelized cost of energy (LCOE) between \$500-600/kWh and a payback period of 15 years for systems less than 10 MW in capacity, and is not cost-effective at current market prices. SVP currently has more cost-effective means of achieving most of the performance characteristics provided by energy storage systems. Thus SVP will not set energy storage goals and targets at this time, however the pilot programs described in this plan will assist SVP in determining the most cost-effective means of developing energy storage and determining energy storage procurement targets for the future.

In July 2020, CAISO's former president and CEO Steve Berberich indicated that energy storage technology will play a critical role in integrating renewables in the future and as much as 15,000 MW of energy storage of different duration levels and various technologies will be needed for California to reach its aspirational goal of cutting carbon emission output by 100 percent by 2045. There is reasonable expectation that energy storage technologies will both improve in capacity and reduce in cost over the next 24 years. As a share of load, SVP's portion of the CAISO's predicted need would be approximately 190 MW of energy storage technology.

SVP will test the technological and economic feasibility of energy storage through four research and development pilot projects, and will evaluate a utility-scale battery storage system to support its transmission system and future load growth. SVP seeks to explore energy storage

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<sup>1</sup> Currently pumped hydro storage is the predominant storage technology in the United States in terms of rated installed capacity (MW), however it has become less common due to very limited geographical possibilities, large impact on the landscape, environmental issues for siting, long regulatory timeline to obtain FERC license and other government permits, and the high associated capital costs.



projects and programs, that will provide value to the ratepayer, increase the reliability of its grid, increase renewable energy consumption, and reduce greenhouse gas (GHG) emissions and criteria pollutants to improve local air quality in the City of Santa Clara.

The four pilot projects are expected to provide SVP with a total of approximately 8 MW of energy storage. Combined with an existing total of 1.48 MW in customer-owned battery storage installations.

As prices for battery storage continue to decline, and are combined with federal, and state incentives or subsidies, this will create opportunities for new business models for battery and energy storage investments for the utility that will benefit SVP's customers. Through its research, SVP believes that a diverse set of energy storage technologies must be commercially-available, scalable, and cost-effective in order to maximize the potential of energy storage for various end-use applications, and to de-carbonize the grid. In particular, long-duration storage (8 hours or longer in duration) that has a renewable primary source of fuel, that can be scaled in order to become cost-effective, must be developed in order to de-carbonize the grid, provide flexibility to ramp (during the morning and evening peaks), and operate as a base load power plant in order to compensate for future nuclear and natural gas power plant retirements.

The CAISO Stage 3 Alerts (its highest emergency level alert) and rolling outages that occurred during the August 2020 heatwave showed that the California grid would need support from energy storage for at least a six-hours in duration if storage was the only means used to resolve problems leading to the outages.

AB 2514, as amended, requires the governing boards of POU's to re-evaluate prior determinations of storage targets every three years. Moving forward, SVP will continue to report progress on energy storage procurement, strategy and deployment in its Integrated Resources Plan to the CA Energy Commission (CEC) published every five years.

## BACKGROUND

In 2013, AB2514 codified Public Utilities Code Section 2836(B) that requires the governing board of each local publicly owned electric utility (POU) to determine appropriate targets for the utility to procure viable and cost-effective energy storage systems to be achieved by December 31, 2016, and December 31, 2020, on or before October 1, 2014 as part of their supply plan. There are no requirements for POU's to set future targets for energy storage. The statute also requires each governing board to re-evaluate the determinations made pursuant to this subdivision not less than once every three years, where the first three-year period ended in 2017, and the second evaluation period will end December 31, 2020.

In 2017, SVP determined that energy storage was not cost-effective, therefore, did not pursue energy storage targets. At the time, SVP analyzed three potential R&D pilot projects at the transmission, distribution point-of-interconnections, and behind-the-customer meter. Updates on these projects are included in this plan.

## SVP ENERGY STORAGE STRATEGY

SVP has four on-going pilot projects that will be commercially operational from 2021 through 2023. Through various economic analyses evaluating the wholesale and distribution benefits of

battery storage, SVP finds that lithium-ion battery storage can achieve a payback period of about 15 years at current unit pricing. The mix of battery costs declining (based on market forecasts), as well as new wholesale market revenue streams, and avoided transmission and distribution costs, will result in a reduced payback period in the future.

The pilot projects will test the feasibility of battery storage in response to wholesale market price signals, reduce thermal overloading on SVP's distribution grid, reduce transmission costs, reduce resource adequacy compliance obligations, and provide clean back-up power for power quality events and grid outages for up to four hours in duration. Next, SVP will test the ability of the battery storage inverters to provide frequency response, voltage support, as well as quickly ramp or curtail energy (demand response) in order to operate based on real-time grid conditions.

Additionally, because of increased interest from SVP's customers to invest and partner with SVP on energy storage installations and projects, SVP continues to evaluate storage solutions with its customers, as well as through utility-owned models. SVP expects to see more potential in energy storage due to the dynamic operations of the technology to provide energy, capacity, and ancillary services, to respond to day-ahead market signals, and the potential for participating in the wholesale frequency regulation and real-time (intra-hour) markets.

In order to recover the total installed cost of the energy storage systems, including hardware, software, and installation and construction costs, there must be multiple revenue streams that the battery storage system can respond to and can provide through the project life cycle, not only participation in the wholesale market, but also on the distribution and transmission side.

## SVP PROJECT DEPLOYMENT

Below is a summary of SVP's pilot projects by customer sector that are currently in the planning and development process. The year below indicates when the system is expected to be commercially operating.

Sector	2021	2022	2023	Total (MW)
Commercial	4.0		1.0	5.0
Industrial			1.0	1.0
Municipal		0.6		0.6
Residential		1.0		1.0
Total	4.0	1.6	2.0	7.6

## PROJECT USE CASES FOR EACH R&D PROJECT

Impact	Uses Cases and Stacking Benefits	Data center battery storage project	Commercial Customer Partnership	Renewable Energy Microgrid	Residential DER Resilience and Equity Program
Wholesale Market	Energy Price Arbitrage	x	x	x	x
	Resource Adequacy	x	x	x	x
	Reduced Transmission Access Charge (Demand)	x	x	x	x
	Frequency Regulation				
	Demand response	x	x	x	x
Transmission/ Distribution	Peak Shave	x	x	x	x
	T&D deferral				x
	Power Quality	x		x	x
	Frequency Response	x		x	x
	Load following				
	Ancillary Services (Spin/ Non-Spin)				
	Voltage Support	x		x	x
	Black Start			x	
	Localized Distribution Congestion Relief	x	x	x	x
	Contingency/ N-1				
Customer Benefits & Environmental Benefits	Back-up Power/ Resilience	x		x	x
	Emissions/ Criteria pollutants reductions	x	x	x	x
	Increased Renewables Consumption	x	x	x	x

## WHOLESALE MARKET BENEFITS

1. Energy price arbitrage: the storage system is charged during low (or negative) priced hours and discharged during higher priced hours (and hours with high marginal emissions factors)



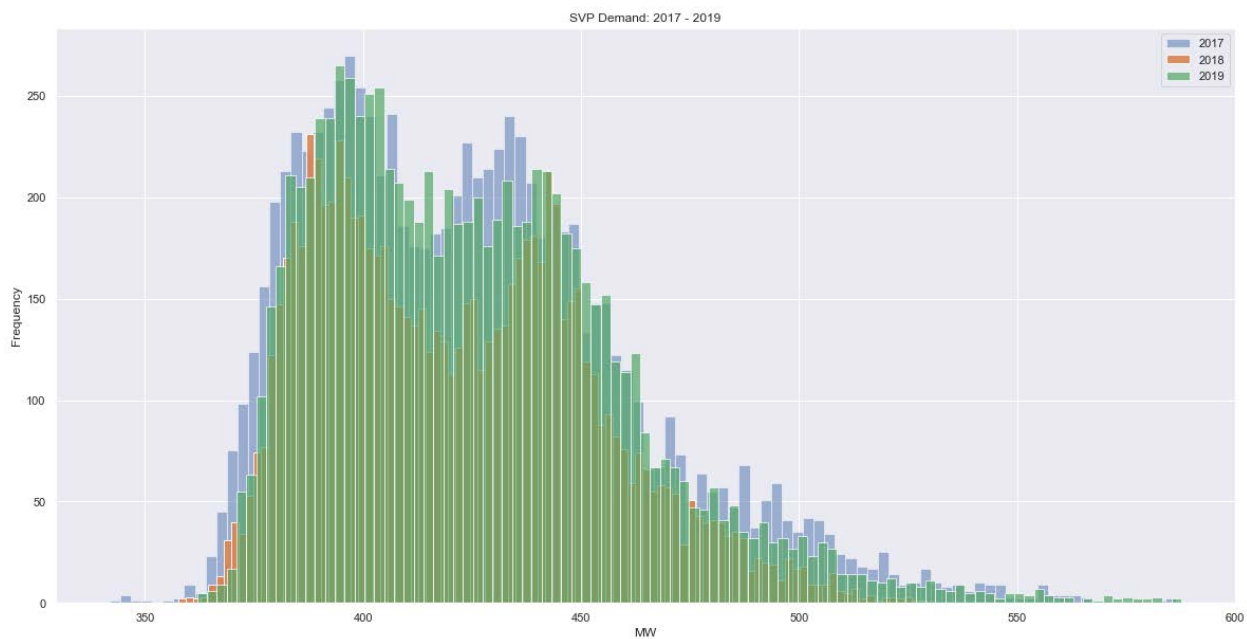
to avoid dispatching generators with high fuel and variable operating and maintenance costs.

2. Peak shave/demand response:

- a. To alleviate system peaks, SVP will analyze certain days of the year during the summer months through early Fall (September) to reduce system super peaks. See histogram (Figure 1) below.
- b. Battery storage system will discharge to reduce SVP's coincident-peak, aligned with the CAISO gross peak of the day to reduce Resource Adequacy compliance obligations as well as reduce run-times of combined-cycle natural gas units correlated to higher emissions intensities on the California Independent System Operator (CAISO) grid.

The graph below depicts a histogram of SVP's demand from 2017 through 2019, which indicates a right-skewed distribution. Battery storage systems can be deployed to alleviate SVP system peak events, with a focus on alleviating SVP's super peaks which occur between June and September and are correlated to high temperatures, and in combination to increased energy consumption due to the return of the academic year in September.

**Figure 1 Histogram of SVP's Load (2017-2019)**



3. Generation capacity / resource adequacy: energy storage systems can respond to system and local resource adequacy needs by discharging during peak demand hours and scarcity events.
4. Reduce transmission access charges.
  - a. The demand charge is based on a coincident-peak demand determinant. The CAISO has proposed a two-part hybrid approach to capture both peak demand and volumetric use to determine the high voltage and low voltage transmission access

charges (impacting power that flows into SVP's service territory through the 115 kV and 230 kV transmission lines).

5. Ancillary services: voltage support; frequency response; frequency regulation; spinning reserves; flexible resource adequacy.
  - a. SVP believes the need for these services may grow as market penetration of renewable generation grows (and more customer behind-the-meter PV and distributed energy resource installations grow).
6. Real-time market: SVP will analyze market bidding and operational decisions to participate in the real-time energy markets, as a stacking benefit to the economic viability of energy storage.
7. Ramping/Load following: Through SVP's pilot projects, SVP will analyze the potential for storage as an alternative resource to provide ramping due to the inverter capability of operating up to full and at partial output levels and can respond very quickly when output modulation is needed for load following.

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## DISTRIBUTION

SVP sees an opportunity in distribution infrastructure deferral: identify key constrained locations on the grid, reducing demand during times of capacity constraints and deferring the need for transmission and distribution capacity upgrades.

1. The potential for peak shaving on the distribution demand by strategically locating the storage installation on City facilities. This can benefit distribution assets from overloading and to remain in a healthy state reducing the maintenance needs.
2. The potential of running customer engagement demand response programs by promoting energy storage within residential customers with existing solar PV will help reduce peak demand in the residential transformers during the peak period and would prevent transformers and secondaries from overloading and reduce outages. It will also offset loads by electric vehicle (EV) charges which will be a source of new load in the coming years. Much of this will also be determined by the increased adoption of electric vehicles, increased adoption of air conditioning locally and the electrification of buildings, which has the potential to create spikes in electrical demand patterns.
3. Voltage support: the energy storage solutions combined with the high penetration of solar PV can provide voltage support and reactive power compensation in the distribution area.
4. Optimize the distribution grid by putting control intelligence at the DER fleet level, the circuit level, and behind the customer meter.
  - a. Economic and thermal data on circuits to efficiently dispatch and communicate with SVP's Supervisory control and data acquisition (SCADA) system the operations of the distributed energy resources (DER) assets in real-time.
5. Analyze potential distribution planning deferral opportunities.
6. Black start.

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## SVP R&D PILOT PROJECTS

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### DATA CENTER BATTERY STORAGE PROJECT

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In 2018, SVP was awarded a grant for \$300,000 from the Bay Area Air Quality Management District (BAAQMD) to implement a behind-the-meter lithium-ion battery storage pilot project. SVP has partnered with a battery equipment manufacturer and a data center to pilot a demonstration project.

The project will demonstrate the use-case for lithium-ion batteries as longer-duration uninterruptible power supply for data centers that are instantaneous and reliable, delaying or avoiding the use of diesel generators as backup power. Additionally, the pilot will demonstrate the economic viability and flexibility of a 2 MW/4 MWh battery energy storage system (BESS) that can be simultaneously dispatched at 2 MW capacity to support critical loads during a power quality event or outage.

The program will foster innovative programs in the City of Santa Clara targeted to reduce GHG emissions and particulate matter, with a focus in vulnerable communities. Additionally, the battery will be charged/discharged to increase renewable utilization on the grid, while also being discharged, to reduce the need for natural gas generation dispatch during the evening peak.

The project will be commercially online in December 2021/January 2022.

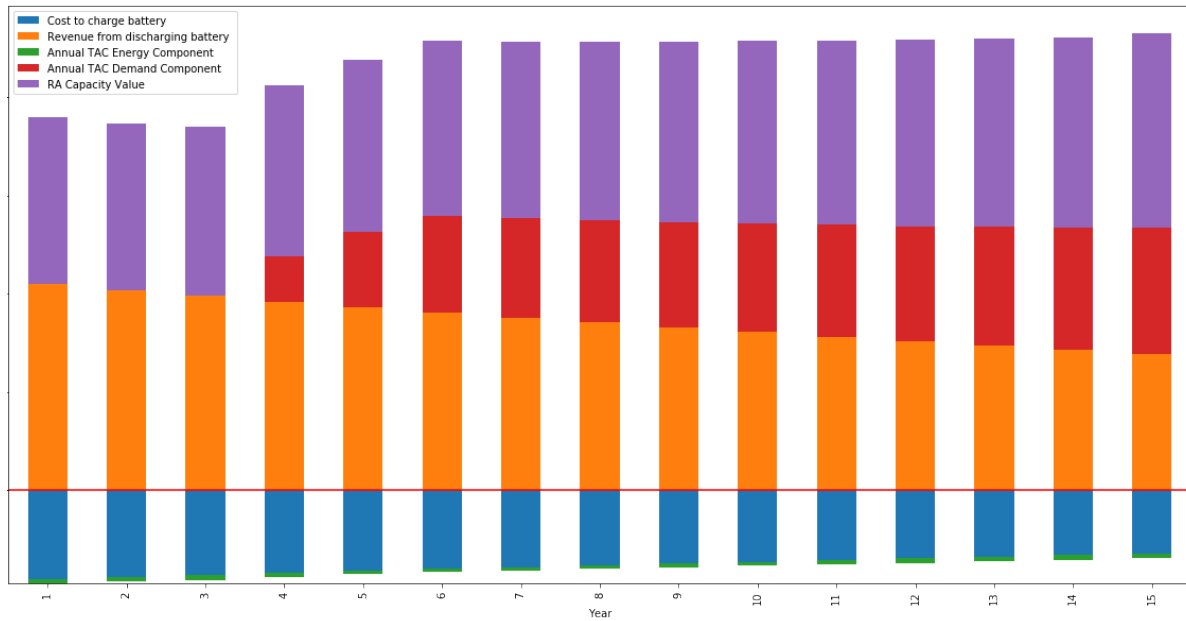
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### CUSTOMER-SITED BATTERY STORAGE AND SOLAR POWER PURCHASE AGREEMENT

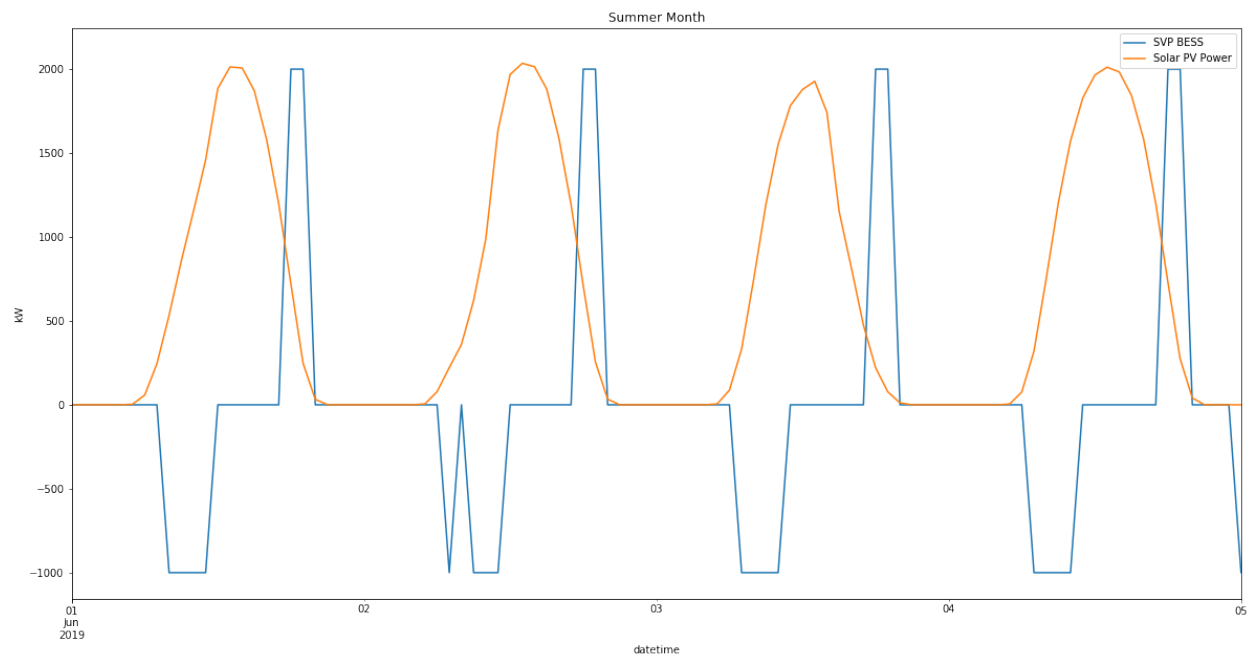
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SVP partnered with one of its commercial customers on a 2 MW/4MWh behind-the-meter battery energy storage system, charged for the most part from on-site PV solar generation. The battery will be cycled daily to increase renewable energy consumption from the on-site solar PV system, while also being discharged, to reduce run-times for natural gas generation dispatch during the evening peak. Commercial operation of the solar PV and battery storage system is planned for October 2021.

The bar chart below shows the various revenue streams analyzed by SVP. The values below the horizontal red line indicate negative values (or costs), and the values above the red line indicate positive values (or cost savings or revenues) to the utility. The total installation costs of the battery storage project (inclusive of hardware costs for the battery system and balance of plant, and installation and construction) are calculated as an initial capital cost outlay therefore must be taken into account to determine overall net present value of the project over 15 years. Overall, SVP achieved a 15-year payback period for the battery storage system, and passed on the utility-cost savings to the respective customer through a monthly payment structure.



The plot below shows the impact of the charging patterns (below the 0 axis) from the solar PV system, and the impact of the battery system discharging (above the 0 axis), which is correlated to high emissions intensity factors on the grid.



## RESIDENTIAL DER RESILIENCE AND EQUITY PROGRAM

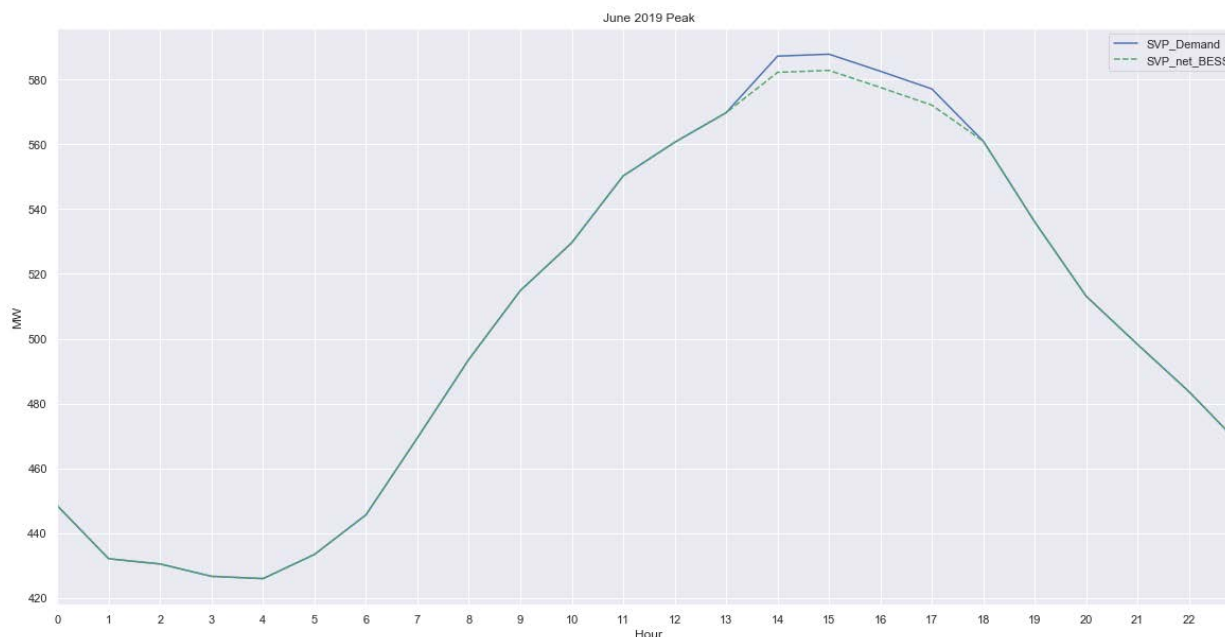
In 2019, SVP joined three community-choice aggregators (CCAs), East Bay Community Energy, Silicon Valley Clean Energy, and Peninsula Clean Energy in the release of a joint request for proposal for Resource Adequacy and load modification capacity to reduce SVP's system and

CAISO coincident peak. SVP requested a total of 0.7 MW for the residential sector, and 2 MW for the commercial and industrial sectors.

SVP's Residential Distributed Energy Resources (DER) Resilience and Equity program will operationalize a fleet of residential PV-paired battery systems as a peak shaving instrument and also to increase renewables and reduce GHG emissions in the most vulnerable communities through a virtual power plant concept. The Program will prioritize customer segments, including: low-income, medical baseline, and the disadvantaged community. Additionally the program intends to mitigate localized grid congestion and provide back-up power during grid outages or PG&E's Public Safety Power Shutoff (PSPS) events. The program will evaluate installations at both single family homes and multi-unit dwellings.

SVP is currently in the research and design phase of the Program with the intent to increase the use of clean, affordable energy to SVP's customers. With increased attention to the forced blackouts by PG&E's PSPS events that affected hundreds of thousands of customers in the Bay Area but not in Santa Clara to date, the systems will provide islanding capability for customer back-up power and will support the aggregation of the residential solar PV and battery storage systems.

The graph below shows the impact of the peak shaving with virtually aggregated battery storage systems when dispatched for four hours as a virtual power plant, and the impact on SVP's load.



## MICROGRIDS

SVP is developing two Renewable Energy Microgrids to support two City of Santa Clara Fire Stations for up to four hours of run-time providing back-up power during grid outages. SVP will study the feasibility of meeting and exceeding 6-8 hours long-duration run-times for the energy storage systems. SVP is partnering with the Fire Department to prioritize Fire Station #1, and Fire Station #2 with the potential to co-locate the microgrid at FS#2 with co-located public sites

to enable a community microgrid concept. The project will demonstrate the installation of solar and storage integrated with smart microgrid components. The microgrids will support the research, design, deployment, and operations of a microgrid through the implementation of advanced energy management controller/software, load control, for standby power, energy and capacity and test feasibility to serve grid ancillary services.

SVP is piloting microgrid concepts to create more redundancy in its grid, enable the detection of outages and faults on the grid, to prevent outages, and power quality events. The microgrid automatically responds to a grid outage by islanding. The microgrid remains in island mode supporting the Fire Stations and auxiliary load until a resynchronization command is issued. This allows the microgrid to autonomously support the islanded loads during grid outages and then automatically resynchronize and resume grid connection upon restoration of normal grid voltage and frequency. Additionally, built in software will perform an analysis of the microgrid components to detect equipment and process inefficiencies.

The project is planned to be commercially online in 2022.

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## ELECTRIC VEHICLES

### **Green Lots – Tasman Drive Parking Structure**

SVP completed its pilot energy storage project at the Tasman Drive Parking Structure with the original intent to reduce customer-side peak demand charges due to high energy consumption from EV level 2 and Direct Current (DC) fast charging. Green Charge Networks, a Santa Clara based energy storage company, approached SVP to install a 30 kW “GreenStation” battery energy storage system along with an EV DC fast charger station at this location. The cost of the energy storage system, the DC fast charger and the installation was covered by a CEC grant program, resulting in no costs to the City of Santa Clara or SVP.

The pilot ended in 2018, and through the monitoring of the EV Charging Station patterns, the pilot resulted in an increased usage of the EV charging stations from 2015 through 2018. It was concluded that given the large station count (49 in total), power demand is still peaking at a small fraction of the system capacity (under 17 percent for the 30-day period from February 19, 2018 to March 21, 2018). The GreenStation is installed behind-the-meter and dampens the demand spikes that occur when the DC fast charging station is used, therefore reducing the operating costs for the City’s Streets Department due to the management of spikes to avoid an increase in demand charges.

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## TRANSMISSION

The August 2020 heat wave recorded temperatures of 102 degrees Fahrenheit and concurrently led to multiple lightning strikes. The record temperatures and insufficient operating reserves determined by the CAISO led the balancing authority (CAISO) to issue Stage 3 Alerts (its highest emergency level) and subsequently leading to the CAISO initiating rotating outages throughout the State to maintain grid stability. During this period, SVP’s system peaked for the year at 586 MW. The factors leading to the rotating grid outage increase the desire for

in-town generation that is flexible, in-town black start capable, and capability to provide critical system support not dependent on transmission during heat waves.

In SVP's 2017 Energy Storage Procurement Plan submitted to the CEC, SVP proposed exploring a 2.5 MW Black Start Battery Hybrid Project at a Generation Facility in Santa Clara. SVP proposed using a Battery Energy Storage System (BESS) to provide black start capabilities. The BESS would be capable of supplying enough electrical power to start the gas turbine on a complete loss of electrical power. SVP submitted a proposal to the CAISO to be part of the network of generators that brings the electric grid back on-line after a widespread system failure commonly described as black start. The Project was not selected by the CAISO, and the Project was suspended. SVP will continue to analyze the project feasibility of black start systems including updates on unit pricing (\$/kWh) for battery storage due to forecasted price declines, and will analyze the potential for a black start capability at its Donald von Raesfeld (DVR) combined cycle natural gas power plant with a rated peak capacity of 147 MW, in the event of a grid-wide outage, in order to restore the backbone 230 kV transmission system supporting the Greater Bay Area.

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## GENERATION

Due to SVP's projected retail demand growth driven primarily from the industrial sector and secondarily from the commercial sector, and to replace existing renewable energy contracts that are set to expire in the future, SVP is scoping renewable energy projects coupled with energy storage as well as stationary storage systems to co-locate with its existing solar and wind generating assets. SVP continues to explore options for the procurement of energy storage and is undergoing economic analysis to understand how to cost-effectively invest in energy storage and how the Federal Investment Tax Credit eligibility can help to mitigate the costs.

SVP analyzed an in-front-of the meter project with Northern California Power Agency (NCPA) to support a 100 MW/400 MWh lithium-ion battery storage system. The analysis looked at daily cycling of the battery system for energy price arbitrage benefits. The battery system would be paid down in monthly capacity payments (\$/kW), combined with variable operation and maintenance charges valued in (\$/MWh) structure. The project analysis for this project ended due to high costs and evolved into a competitive Request for Proposals for Renewable Energy Resources, Carbon Free Energy Resources, and Energy Storage Solutions issued by NCPA in March 2020.

As member of NCPA, a joint powers agency, SVP will analyze the benefit of renewable energy paired with storage and standalone storage offerings in order to meet its renewables and carbon free goals, and to meet compliance in line with the California Renewables Portfolio Standard Program, including amendments enacted by the passage of SB 100.

NCPA targeted proposals for renewable resources and carbon free resources with commercial operation or delivery starting in 2021 and beyond. The competitive solicitations propose: 1) project ownership by NCPA (in which the resource could be jointly-owned by SVP as a member City, along with NCPA's member Cities) 2) a power purchase agreement with an ownership option or, 3) a power purchase agreement without an ownership option.

## BENEFITS

SVP believes there are multiple societal benefits from energy storage for its customers and rate base, as follows.

### CUSTOMER BENEFITS

1. Back-up Power/Resiliency: prioritizing pilots that will target SVP's vulnerable communities: medical baseline and low-income communities, and will research program offerings open to all SVP customers to enroll in.
2. Critical sites: City of Santa Clara Fire Department, Police Department, and is partnering with the Emergency Services to provide solar PV and energy storage back-up power to City's designated Red Cross Shelters.
3. Reliability – restoring service, preventing outages in an emergency, and preventing power quality events, rolling outages, PSPS events.
4. Local air quality
5. Increased local renewables

### ENVIRONMENTAL BENEFITS

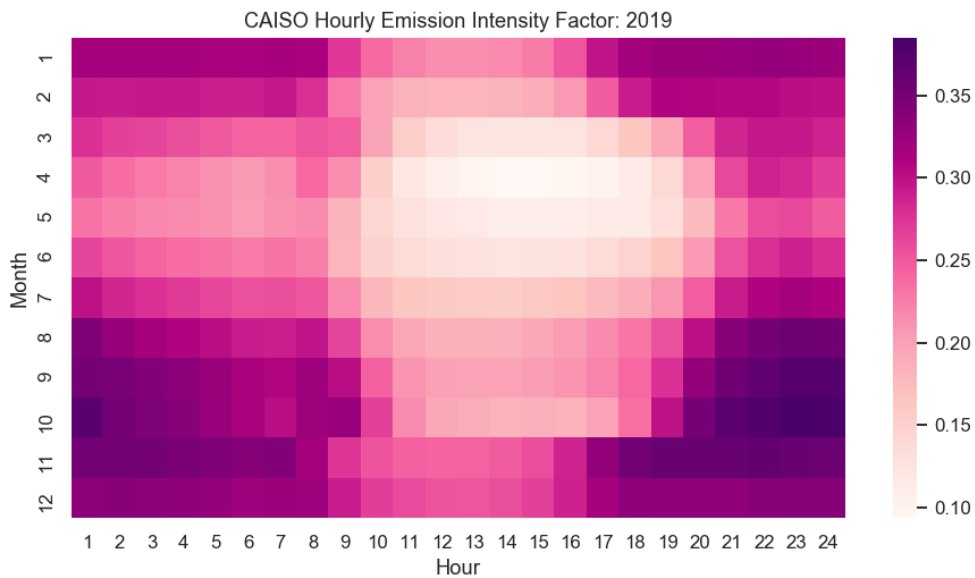
Through optimized cycling patterns, SVP intends to have the battery charged during hours with minimal to low marginal emissions, or have the battery systems coupled to on-site solar PV with zero marginal emissions output, and to discharge the battery system during hours of high marginal emissions rates.

The energy storage systems for the Data Center and Microgrid pilots are tied to existing back-up diesel generators. By allowing the building loads to island, this will offset or delay diesel generation run-times, reducing output of GHG emissions and criteria pollutants from diesel generators. Both programs intend to be proof-of-concept projects that can scale to other mission critical sites with emergency back-up generators and data center hybrid energy storage and diesel generator configurations.

The R&D projects also support the City of Santa Clara's Climate Action Plan and SVP's Integrated Resources Plan.

The heatmap below depicts emissions factors (MT CO<sub>2</sub><sub>eq</sub>/MWh) on the CAISO grid by month and by hour. The most emissions intense hours of the day are from 6 pm to 4 am, and changes based the season of the year.





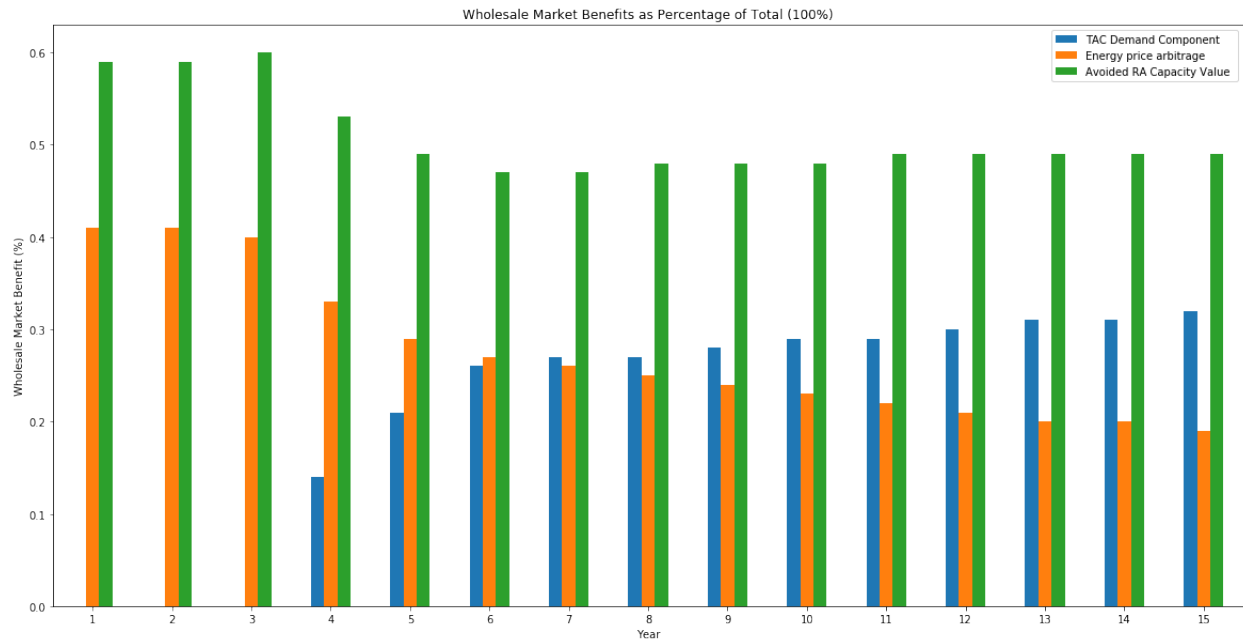
## ECONOMIC BENEFITS

SVP designed a techno-economic model to model the performance of a utility-scale lithium-ion battery, which incorporated a discounted cash flow analysis to evaluate the financial feasibility of a battery energy storage system over the operating life of the system. The model discounts project costs, savings and revenues generated to present value to assess the payback period of the project required to recover the total installed cost of the battery energy storage system. SVP is continuing to identify viable business models for future deployments, stacking benefits for various wholesale, distribution, and transmission side benefits.

### Payback period

A break-even point analysis is determined to understand how subsidies, and future battery storage costs required can improve project viability. The analysis provides case studies on battery capacity over time, efficiency losses through system components, the useful life of the system, total system costs over time, and various cost savings achieved through the participation in the wholesale market and other multi-use application for the battery energy storage system.

The bar chart below, represents the cost-savings for each wholesale market benefit by percentage for SVP's Customer-Sited Battery Storage Pilot Project.



## TECHNOLOGY SCOPING & COST-EFFECTIVENESS

In June 2020, SVP partnered with NCPA and 12 of its member municipal utilities along with SEPA to analyze current program offerings from utilities across the United States, and incentives for its customers. The study also surveyed competitive market pricing for battery storage.

From the study, 18 battery storage programs were analyzed across 11 states in the United States. It was concluded that most programs dispatch the battery systems to reduce utility peak demand, participate in the wholesale market, and allow for customers to enroll in the programs. Most of the programs were developed for research purposes or a pilot program in order to understand end-use application and system performance.

Based on the survey from SEPA, current battery storage pricing ranged from \$200/kWh to \$800/kWh, averaging to \$500/kWh. Based on SVP's research much of the variability in price is a function of total capacity (MW) of the system, applied rebates or subsidies, variance in the soft costs (for the construction and installation of the system), and if applicable, the additional costs for substation, land, and development costs.

Studies from various research and academic institutions, including the Department of Energy's National Renewable Energy Lab, University of California-Berkeley, and Lazard's Levelized Cost of Storage Analysis, amongst others, suggest that lithium-ion technologies dominate the energy storage market across applications due to the cost trade-offs, increased energy density and longer duration compared to lead acid batteries, and the modular availability and deliverability of battery storage system.

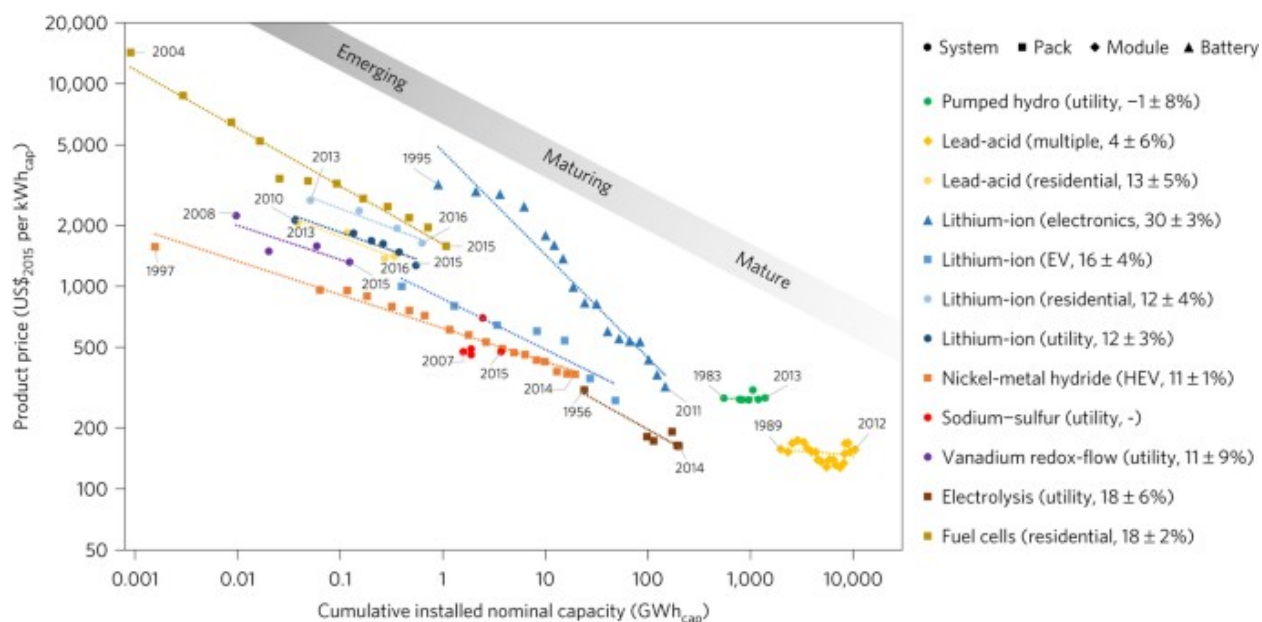
Currently pumped hydro storage is the predominant storage technology in the United States in terms of rated installed capacity (MW), however it has become less common due to very limited geographical possibilities, large impact on the landscape, environmental issues for

siting, long regulatory timeline to obtain Federal Energy Regulatory Commission (FERC) license and other government permits, and the high associated capital costs.

From the graph (Figure 2) below it is evident that most energy storage technologies are in the research and proof-of-concept stages, and require subsidies to justify the investment, in order to make the project cost-effective. However over time, due to the regulatory trajectory, California's aspirational goals to be 100 percent carbon free by 2045, the increased adoption in electric vehicles, and renewable energy goals, the need for storage will be continue to increase, as prices decline.

The CAISO anticipates 900 MW of energy storage capacity will be interconnected with the CAISO in 2020.

**Figure 2 Nature Energy (2017)<sup>2</sup>**



## MOVING FORWARD

In the next five years, SVP plans to focus its research on the deployment of energy storage projects and to develop localized system integration studies to determine locational nodes in SVP's service territory to alleviate congestion and to manage energy and capacity needs as well as maintaining balance of its grid. Other variables will also impact scalability and the use-case for storage, including, SVP's load growth, increased behind-the-meter customer distributed energy resources, electric vehicles, and building electrification. The deployment of storage will help SVP meet on-going State and City-wide renewable energy and sustainability goals and targets.

SVP will research the potential to participate in the CAISO wholesale market, including participating in the non-generator resource (NGR), regulation energy market (REM), and proxy

<sup>2</sup> Schmidt, O., Hawkes, A., Gambhir, A. et al. The future cost of electrical energy storage based on experience rates. Nat Energy 2, 17110 (2017). <https://doi.org/10.1038/nenergy.2017.110>

demand response (PDR) participation models, which include not only bidding energy resources, but also ancillary services (frequency regulation, spin, non-spin).

In order to manage, operate, and monitor performance, SVP intends to research an architecture that integrates each of its pilot programs into a distributed energy resources management (DERMs) platform, tied to additional microgrid sites. The purpose is to enhance coordination amongst DERs, dispatch, and communication across DER assets connected to the grid to optimize reliability, safety and efficiency when operating the distribution grid.

SVP believes that commercially available long-duration technologies tied to clean fuel sources that can be stored on-site will be required to transform adoption at the utility-scale level. SVP and its customers must have confidence that there is no interruption to the electric or gas supply if on-site fuel cannot be achieved, otherwise storage fuel must be dense enough to store on-site. Further, SVP anticipates that more demonstration projects from utilities and utility-customer partnerships will be required to test end-use applications, monitor stacked benefits, and to help scale the technology. Grant funding along with the decrease in energy storage costs will be needed to assist in bringing down the total installed costs of the systems. Additional federal, state, and local incentives and grants, can encourage investment to scale the technology and test various end-use applications.

Lastly, SVP will continue to benchmark new storage technologies, assess scalability and cost-effectiveness, and pilot new programs/projects that foster a diverse set of clean, hybrid and long-duration energy storage technologies. Because the City of Santa Clara is approximately 19 square miles, new storage technologies sited within the City boundaries must be energy dense to accommodate space constraints.

## SUMMARY

The long-term impacts of SVP's energy storage strategy will help to realize California's zero net GHG-emission energy goals, soften the effects of large scale electric vehicle adoption, increase grid resiliency while concurrently increasing SVP's renewables goals, meet the future load growth for SVP, and ensure reliability for its customers. SVP will also work to analyze various program offerings for each customer segment, while also focusing on installations in disadvantaged communities, and areas with a high concentration of emissions.



## Agenda Report

20-919

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Public Hearing: Action on a Tentative Parcel Map for 2250 Lawson Lane

#### COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

#### BACKGROUND

The applicant is requesting approval of a Tentative Parcel Map (PLN2020-14515) to subdivide the 7.55 acre Lawson Lane West Campus property at 2250 Lawson Lane into a single lot subdivision with three commercial condominium units. Per 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.

This application follows a rezoning of the property from Planned Development (PD) to Planned Development (PD) for Phase 2 development of the Lawson Lane Office Campus Project on the southern portion of the West Campus (PLN2018-13593) and completion of Phase 1 office development on the East Campus. The rezone application was approved on June 3, 2020 to allow intensification of office development with construction of a 241,419 square foot office building, 670 square addition to the common building and expansion of the six-level parking garage on the southern portion of the West Campus. Upon completion, the West Campus will consist of two buildings totaling 486,074 square feet of office, 18,631 square feet of common building space, and a six-level parking garage and surface parking lot with a total of 1,445 parking spaces. Build-out of the Lawson Lane Campus project (East and West Campus development) will provide 792,974 square feet of office, 26,631 square feet of common building area and 2,468 parking spaces.

#### DISCUSSION

The proposed Tentative Parcel Map would create a single lot subdivision with three commercial condominium units consisting of the two office buildings and common building, and common area. 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 complete for review by Council in accordance with Section 17.05.220 of the City Code on October 20, 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 map facilitates land use activity consistent with the Low Intensity Office/ Research and Development General Plan designation and PD zoning entitlements allowing office development on the project site. Approval of the Tentative Parcel Map would allow the property owner flexibility in financing and/or leasing of the property, thereby supporting their long-term use consistent with the City's General Plan.

### **ENVIRONMENTAL REVIEW**

The project is Categorically exempt per Section 15315, Minor Land Divisions of the California Environmental Quality Act, in that the project involves the subdivision of urbanized land into fewer than five parcels and is served by existing municipal facilities.

### **FISCAL IMPACT**

There is no cost to the City other than administrative staff time and expense for the processing of this application typically covered by processing fees paid by the applicant.

### **COORDINATION**

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

### **PUBLIC CONTACT**

On October 28, 2020, a notice of public hearing was published in *The Weekly*, a newspaper of general circulation, and on October 29, 2020, 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 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 create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.
2. Deny the application for a Tentative Parcel Map to create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.

### **RECOMMENDATION**

Alternative 1:

Adopt a resolution to approve the Tentative Parcel Map to create a single lot subdivision for commercial condominium purposes at the property located at 2250 Lawson Lane.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution
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 TO CREATE A  
SINGLE LOT SUBDIVISION FOR THE PROPERTY LOCATED  
AT 2250 LAWSON LANE, SANTA CLARA, CALIFORNIA**

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

**WHEREAS**, on July 21, 2020, Ryan Amaya with Kier+Wright Civil Engineers (“Applicant”) on behalf of The Sobrato Organization (“Property Owner”) made an application for a Tentative Parcel Map create a single lot subdivision with three commercial condominium units on an existing 7.55 acre parcel (APN: 224-44-024), located at 2250 Lawson Lane in the City of Santa Clara (“Project Site”);

**WHEREAS**, the General Plan land use designation for the Project Site is Low Intensity Office/Research and Development (R&D) and the zoning designation is Planned Development (PD) which allows for the construction of two, five-story buildings totaling 486,074 square feet of office, 18,361 square feet of common building space, a six-level parking garage and surface parking for a total of 1,445 parking spaces, and landscaping and on- and off-site improvements on the Project Site;

**WHEREAS**, consistent with the General Plan and zoning designation for the Project Site, the proposal involves the creation of a single lot subdivision with three commercial units and common area 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**, on August 8, 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, to create a single lot subdivision for



commercial purposes consisting of the two office buildings and common building, and common area;

**WHEREAS**, SCCC Section 17.05.110(h) requires that the Subdivision Committee makes recommendations of denial, approval or conditional approval to the City Council on the Tentative Parcel Map;

**WHEREAS**, on October 20, 2020, the Subdivision Committee recommended that the City Council approve the Tentative Parcel Map, subject to conditions;

**WHEREAS**, the California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.*, requires a public agency to evaluate the environmental impacts of a proposed project. CEQA contains a list of categorical exemptions for projects that are not required to undergo environmental evaluation. The Project is categorically exempt from CEQA per Guidelines Section 15315, in that the Project creates a single lot subdivision with three commercial units and common area in a manner that is consistent with the General Plan Low Intensity Office/R&D designation and PD zoning designation for the Project Site, in an urbanized area, all services and access to the proposed parcels to City standards are available, the Project Site was not involved in the division of a larger parcel, within the previous two years, the parcel does not have a slope greater than 20 percent, and no issuance of a variance or exception is necessary;

**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 three hundred (300) feet of the proposed Tentative Parcel Map area by mail, 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 October 28, 2020;

**WHEREAS**, on October 29, 2020, the City posted notice of the public hearing at three conspicuous locations within three hundred (300) feet of the Project Site;

**WHEREAS**, on October 29, 2020, notices of the public hearing on the Tentative Parcel Map were mailed to all property owners within 1,000 feet of the Project Site, according to the most recent assessor's roll; and,

**WHEREAS**, on November 10, 2020, the City Council reviewed the Tentative Parcel Map for the proposed single lot subdivision 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 7.55 acre parcel (APN: 224-44-024) is proposed a single lot subdivision with three commercial condominium units and common area. The project site will continue to maintain the General Plan Low Intensity Office/R&D designation and the PD zoning designation. 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 served by existing municipal facilities; and water, sanitary sewer, storm drain, electric and vehicle ingress/egress easements are retained for service of the Project Site, as specified in the Conditions of Approval, attached hereto and incorporated herein by this reference.

D. The site is physically suitable for the planned intensity of 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 urban uses; is currently developed and has no value as habitat for endangered, rare or threatened species; would not result in significant related traffic, noise, air quality, or water quality impacts; and is adequately served by all required utilities and public services.

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 Subdivision Map provides, to the extent feasible, for future or natural heating or cooling opportunities, in that the approved PD zoning for the Project Site allows for flexibility in the development standards to maximize the benefits of green building standards for site and building design.

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:

### **CONDITIONS OF APPROVAL**

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

#### **GENERAL**

- G1. If relocation of an existing public facility becomes necessary due to a conflict with the developer's new improvements, then the cost of said relocation shall be borne by the developer.
- G2. Comply with all applicable codes, regulations, ordinances and resolutions.

#### **ATTORNEY'S OFFICE**

- A1. The Developer agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of developer's project.

#### **COMMUNITY DEVELOPMENT**

- C1. The project shall comply with the mitigation measures identified in the Environmental Impact Report for the Lawson Lane Project and the Mitigated Negative Declaration for the Lawson Lane West Campus Expansion Project.
- C1. Developer shall submit to the City Covenants, Conditions and Restrictions (CC&Rs) or equivalent prior to issuance of building permits. Said document shall be recorded along with the Title for each property with the Santa Clara County Recorder's Office.

#### **ENGINEERING**

- E1. Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.
- E2. All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be included within a single Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E3. All work within Santa Clara County right-of-way shall require Santa Clara County encroachment permit.
- E4. 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.

- E5. 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.
- E6. 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.
- E7. File and record Subdivision Map to create parcels and pay all appropriate fee(s).
- E8. Submit payment for Public Works Project Clearance Committee review.
- E9. Obtain Council approval of a resolution ordering vacation of existing public easement(s) proposed to be abandoned, if any, through Public Works Department, and pay all appropriate fees, prior to start of construction.
- E10. Coordinate proposed non-access easement dedication and vacation with County of Santa Clara and provide documentation of recordation to the City of Santa Clara.

### **STREETS**

- ST1. The property owner shall enter into an Operation and Maintenance (O&M) Agreement with the City for all installed stormwater treatment measures in perpetuity. Applicants should contact Karin Hickey at (408) 615-3097 or [KaHickey@santaclaraca.gov](mailto:KaHickey@santaclaraca.gov) for assistance completing the Agreement. For more information and to download the most recent version of the O&M Agreement, visit the City's stormwater resources website at <http://santaclaraca.gov/stormwater>. For porous pavement and underground vault, inspection of these facilities is to be done annually.







## Agenda Report

20-921

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Amendment No. 1 to the Agreement with Global Spectrum, LP, dba Spectra Venue Management for the Management and Operation of the Santa Clara Convention Center Modifying the Timing of Capital Investments

#### COUNCIL PILLARS

Promote and Enhance Economic and Housing Development  
Enhance Community Engagement and Transparency

#### BACKGROUND

On February 5, 2019, City Council approved Resolution No. 19-8666 authorizing the City Manager to negotiate and execute an agreement with Global Spectrum, LP, dba Spectra Venue Management (Spectra) for the management and operation of the Convention Center. Responsibilities included performing services necessary to direct and manage all Convention Center activities including, but not limited to, marketing and promoting the Center, administration of all contracts affecting the management and operation of the Convention Center, booking of events, hiring and supervising staff, daily operations (accounting, security, event management, janitorial, and maintenance); and, implementing the design and construction of capital improvements and repairs as approved by the Council in the Capital Budget.

On March 12, 2019, a five-year agreement with two five-year options to extend was executed. With the effective date of March 18, 2019, the Initial Term of the Agreement is March 18, 2020 to June 30, 2024.

#### DISCUSSION

Staff is proposing Amendment No. 1 to the agreement with Spectra for the management and operation of the Convention Center. The proposed amendment includes modifying the investment period during the Initial Term for Spectra-funded capital improvement and repairs to be payable in three installments and authorizing the City Manager to enter into and execute any minor and administrative amendments.

Through the City's budget approval process, Council approved a five-year Capital Improvement Program (CIP) plan as submitted by Spectra. A total of \$4.15 million, \$1.15 million capital investment from Spectra and \$3 million capital investment from the City, was allocated to support 13 projects in FY 2019/20. The funded projects included HVAC upgrades; security system replacement; roof assessment and repair (glass pyramid); replacement of terrace area tiles; digital signage upgrades; interior painting; and carpet, door and facility lighting replacement.



Section 9.3, "Spectra Investments for Capital Improvements", of the current Agreement stipulates Spectra's capital investment of \$1.15 million dollars be expended during the first 12 months of the Initial Term. Due to the numerous ongoing transition activities of the operation of the Center, in FY 2019/20, Spectra was only able to invest \$72,488 for the purchase of two commercial riding vacuums (\$31,238), the replacement of the Convention Center's heating, ventilation, and air conditioning (HVAC) building maintenance system (\$20,450), and for engineering consultant services for the lobby glass pyramids repair/resealing project (\$20,800). No other CIP projects reached the implementation phase, therefore did not necessitate additional expenditures of CIP funds.

Spectra remains committed to their stated capital investment to the City and requested an adjusted performance schedule for the balance of their \$1.15 million investment. The schedule is based on Spectra's assessment of the current economic conditions of the COVID-19 environment and continued impacts to the travel and tourism industry across the country. The proposed schedule will not impact the implementation of the CIP plan as there is a balance of capital funds (City capital investment allocation of \$3 million) which Council approved to carry-over during the FY 2020/21 budget process.

The Santa Clara Convention Center remains closed to events and focus has been directed towards completing CIP projects while there is no activity in the Center. Progress has been made in the following areas:

- Award of contract for the resealing and/or replacement of glass in the lobby roof. Pull tests on the glass has been completed and resealing has begun. It is anticipated this project will be completed by the end of November, weather permitting.
- Statement of Qualifications/Proposal (SOQ/P) for architectural/professional designer services for carpet, paint and kitchen upgrades was issued on September 15. The bid closed on October 12 and is currently in the evaluation phase of the procurement process. Award of contract is expected at the end of October/early November 2020.
- Statement of Qualifications/Proposal (SOQ/P) for professional digital design services was issued on September 15. The bid closed on October 16 and is in the evaluation phase of the procurement process. Award of contract is expected in early November 2020.
- Through the use of a cooperative agreement, work is pending vendor quote for the replacement and installation of HVAC air conditioning units.
- Request for Proposal (RFP) document for the replacement of the security cameras was issued on October 9. The bid period will close on November 20.

In the event there are other revisions to the Agreement needed due to additional unforeseen events or to provide further clarifying language, staff is also proposing to amend Section 26, "Amendments", of the agreement authorizing the City Manager to enter into and execute any minor or administrative amendments to the Agreement which do not increase compensation for the Agreement.

## **ENVIRONMENTAL REVIEW**

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

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Authorize the City Manager to execute Amendment No. 1 to the Agreement with Global Spectrum, LP, dba, Spectra Venue Management for the Management and Operation of the Santa Clara Convention Center modifying the timing of capital investments and providing authority the City Manager to make minor or administrative amendments.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Spectra Amendment No. 1

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GLOBAL SPECTRUM, LP, DBA SPECTRA VENUE MANAGEMENT**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Global Spectrum, LP, a Delaware limited partnership, doing business as Spectra Venue Management ("Spectra" or "Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for the Management and Operation of the Convention Center, dated March 12, 2019 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide for the management and operation of the Convention Center consistent with the goals of the City, and the Parties now wish to amend the Agreement to extend the investment period for Spectra's investment for capital improvements during the Initial Term.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 9.3 of the Agreement, entitled "Spectra Investments for Capital Improvements" is amended and replaced to read as follows:

Spectra shall invest and expend funds for capital improvements at the Convention Center, as proposed in Spectra's initial Capital Improvement Program Report and approved by City according to this Section as set forth below. Capital investments shall be amortized on a straight-line over the time periods set forth below. In the event that this Agreement expires or terminates for any reason whatsoever (including without limitation if due to a breach or default by Spectra, or if the Term is not extended beyond the Initial Term or Option Term One, as applicable) prior to full amortization of each investment, the City shall be obligated to reimburse Spectra for only the unamortized portion.

1. During the Initial Term, Spectra shall invest One Million One Hundred Fifty Thousand Dollars (\$1,150,000), payable in three installments, into expenditures for capital improvements and repairs to occur in that same time period that correspond with City-approved items stated in a Capital Improvement Program Report. Spectra shall invest Seventy-Two Thousand Four Hundred Eighty-Eight Dollars (\$72,488) ("Installment 1") during the first 12 months of the Initial Term, and such Installment 1 shall amortize over a fifteen 15 year period beginning on the Effective Date; Six Hundred Thousand Dollars (\$600,000) ("Installment 2") no later than October 31, 2020, and such Installment 2 shall amortize over a 13 year, 5 month period, beginning on November 1, 2020 and ending on March 31, 2034; and Four Hundred Seventy-Seven Thousand Five Hundred Twelve Dollars (\$477,512) ("Installment 3") no later than October 31, 2021, and such Installment 3 shall amortize over a 12 year, 5 month period, beginning on November 1, 2021 and ending on March 31, 2034.
2. During the first 12 months of the Option Term One (year 6 of this Agreement, if applicable), Spectra shall invest Five Hundred and Fifty Thousand Dollars (\$550,000) into expenditures for capital improvement and repairs to occur in that same time period that correspond with City-approved items stated in a Capital Improvement Program Report. Such investment shall amortize over a ten (10) year period beginning on the first day of year 6 of the Term.
3. During the first 12 months of the Option Tern Two (year 11 of this Agreement), if applicable, Spectra shall invest Three Hundred Thousand Dollars (\$300,000) into expenditures for capital improvements and repairs to occur in that same time period that correspond with City-approved items stated in a Capital Improvement Program Report. Such investment shall amortize over a five (5) year period beginning on the first day of year 11 of the Term.

2. Section 26 of the Agreement, entitled "Amendments" is amended to read as follows:

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to the Agreement.

The City Manager is authorized to enter into and execute any minor or administrative amendments to the Agreement which do not increase the compensation for the Agreement to accomplish the following:

1. To make changes to the performance schedule provided in Section 9.3, Spectra Investments for Capital Improvements;
  2. To make minor revisions to the scope of services; and
  3. To make clerical corrections.
3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

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

\_\_\_\_\_  
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”

**GLOBAL SPECTRUM, LP**  
a Delaware Limited Partnership  
doing business as Spectra Venue Management

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal Place of  
Business Address: 150 Rouse Blvd, Philadelphia, PA 19112

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

“CONTRACTOR”



## Agenda Report

20-929

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Resolution Approving the Purchase and Sale Agreements for Electric Utility Easements on the South Loop Reconfigure Project

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), is proposing to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City. SVP's primary objective of the South Loop Reconfigure Project (Project) is to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

The City Council has previously taken a number of actions on the project:

- June 16, 2015 - Adopted the FY 2015/16 Capital Improvement Program (CIP) Budget which included the initial funding for the engineering for this 60kV conductoring and upgrading project.
- July 12, 2016 - Approved a professional services agreement with Electrical Consultants, Inc. to provide transmission line engineering design services which included reconfiguring the south transmission loop.
- January 14, 2020 - Amended a service agreement with Valbridge Property Advisors to perform appraisal services as part of the easement acquisition for the Project.
- July 7, 2020 - Adopted the Negative Declaration and Mitigation, Monitoring and Reporting Program for the Project and increased the capital funding of the Transmission System Reinforcements Capital Improvement Program Project (No. 2124) by \$6,300,000.
- October 13, 2020 - Approved three Purchase and Sale Agreements for Electric Utility Easements.

The majority of the new 60 kV transmission line would be constructed along the following city streets in areas where existing power lines do not currently exist: Lafayette Street, Mathew Street, Martin Avenue and De La Cruz Boulevard. The Project requires the acquisition of thirty-seven (37) parcel easements to facilitate construction of multiple new monopole steel structures and results in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements electrical facilities.

**DISCUSSION**

The City has negotiated the proposed purchase of the easements from the following two property owners of certain parcels necessary for the Project, upon the terms set forth below.

Address	Grantors	APN	Purchase Price
2365 Lafayette St	Bowles, Eckstrom & Associates	224-40-010	\$ 68,700
2265 Lafayette St	SEW, LLC, a California limited liability company	224-03-080	\$ 46,400

**ENVIRONMENTAL REVIEW**

The potential impacts to the Project were addressed in the Mitigated Negative Declaration (MND) [SCH#2020-05-9009] prepared by the environmental consultant firm, Aspen Environmental Group and was adopted by Council on July 7, 2020 by Resolution No. 20-8869.

**FISCAL IMPACT**

The total cost of the electric utility easement purchases is \$115,100. Funds are available in the Adopted Biennial FY 2020/21 and FY 2021/22 Capital Improvement Program Transmission System Reinforcement Project's budget.

**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. Adopt the Resolution approving the purchases of overhead electric easements at 2365 Lafayette Street [APN 224-40-010], and 2265 Lafayette Street [APN 224-03-080]; and
2. Authorize the recordation thereof.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution
2. Agreement for Purchase and Sale - 2365 Lafayette Street [224-40-010]
3. Agreement for Purchase and Sale - 2265 Lafayette Street [224-03-080]

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

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, APPROVING PURCHASES OF OVERHEAD  
ELECTRIC EASEMENTS**

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

**WHEREAS**, the City of Santa Clara, a chartered city and municipal corporation acting by and through its municipally owned utility, Silicon Valley Power (“City” or “SVP”) is engaged in a continuing effort to upgrade and enhance its overhead and underground distribution and transmission systems to meet new customer demand and to maintain the reliability of SVP’s systems. The South Loop Reconfigure Project (“Project”) is a keystone project for this effort; and

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

**WHEREAS**, the Project was analyzed in accordance with the requirements of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration (MND) [SCH# 2020-05-9009] was prepared for the project by the environmental consultant firm Aspen Environmental Group, and adopted by Council on July 7, 2020 by Resolution No. 20-8869; and

**WHEREAS**, City Council provided authority to negotiate Easements with owners of certain parcels required to construct the Project and the City has reached agreements with the 2 property owners to purchase easements necessary for the Project, upon the terms set forth below.

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

1. That the purchase of the easements from the following two (2) property owners for the negotiated purchase prices are approved.

Address	Grantors	APN	Purchase Price
2365 Lafayette St	Bowles, Eckstrom & Associates	224-40-010	\$68,700
2265 Lafayette St	SEW, LLC, a California limited liability company	224-03-080	\$46,400

2. That the City Manager, or duly authorized designee, is hereby authorized and directed to execute the Purchase and Sale Agreements (Utility Easement) with each of the forgoing Grantors, which are attached to the Report to Council accompanying this Resolution and presented to the City Council on November 10, 2020, as incorporated by this reference.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ 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. RTC 20-929
2. Agreement for Purchase and Sale - 2365 Lafayette Street [APN 224-40-010]
3. Agreement for Purchase and Sale - 2265 Lafayette Street [APN 224-03-080]

**AGREEMENT FOR PURCHASE AND SALE  
(UTILITY EASEMENT)**

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and BOWLES, ECKSTROM & ASSOCIATES, a California limited liability company ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

**RECITALS**

**WHEREAS**, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

**WHEREAS**, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

**WHEREAS**, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

**ARTICLE 1  
PURCHASE**

1.1. The Easement. Grantor is the fee owner of certain real property commonly known as 2365 Lafayette Street, APN: 224-40-010 located in the City of Santa Clara, California over which the Easement will cross.

1.2. Sale and Conveyance. Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

**ARTICLE 2  
PURCHASE PRICE**

2.1. Purchase Price. The purchase price ("Purchase Price") for the Easement shall be Sixty Eight Thousand Seven hundred and no/100 Dollars (\$ 68,700.00).

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

### ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Article 3 (the "Conditions")

3.2. Title. Grantee has obtained a preliminary title report dated April 27, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

#### 3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

### 3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

## ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

#### 4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30<sup>th</sup>) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

#### 4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. Bowles, Eckstrom & Associates, LLC is a California limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

## ARTICLE 6 GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or

modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:

Bowles, Eckstrom & Associates, LLC  
Attention: Dave Garrett  
2290 S. 10th St.  
San Jose, CA, 95112-3501  
Telephone: 408-206-3219

To Grantee:

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Manager  
Telephone: 408-615-2210

With a copy to:

City of Santa Clara City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Attorney  
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

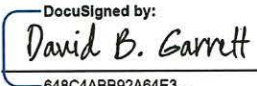
IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

**GRANTOR**

Bowles, Eckstrom & Associates, LLC,  
a California limited liability company

**GRANTEE**

City of Santa Clara,  
a municipal corporation

By:  648C4ABB92A64E3...

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

Title: C.O.O. \_\_\_\_\_

Title: \_\_\_\_\_

Date: 10/15/2020 \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney



**EXHIBIT A**  
(Description of Easement)

**EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
BOWLES, ECKSTROM & ASSOCIATES, LLC  
2365 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-40-010  
EASEMENT AREA: 3,611 SQ. FT. ±



**DESCRIPTION:**

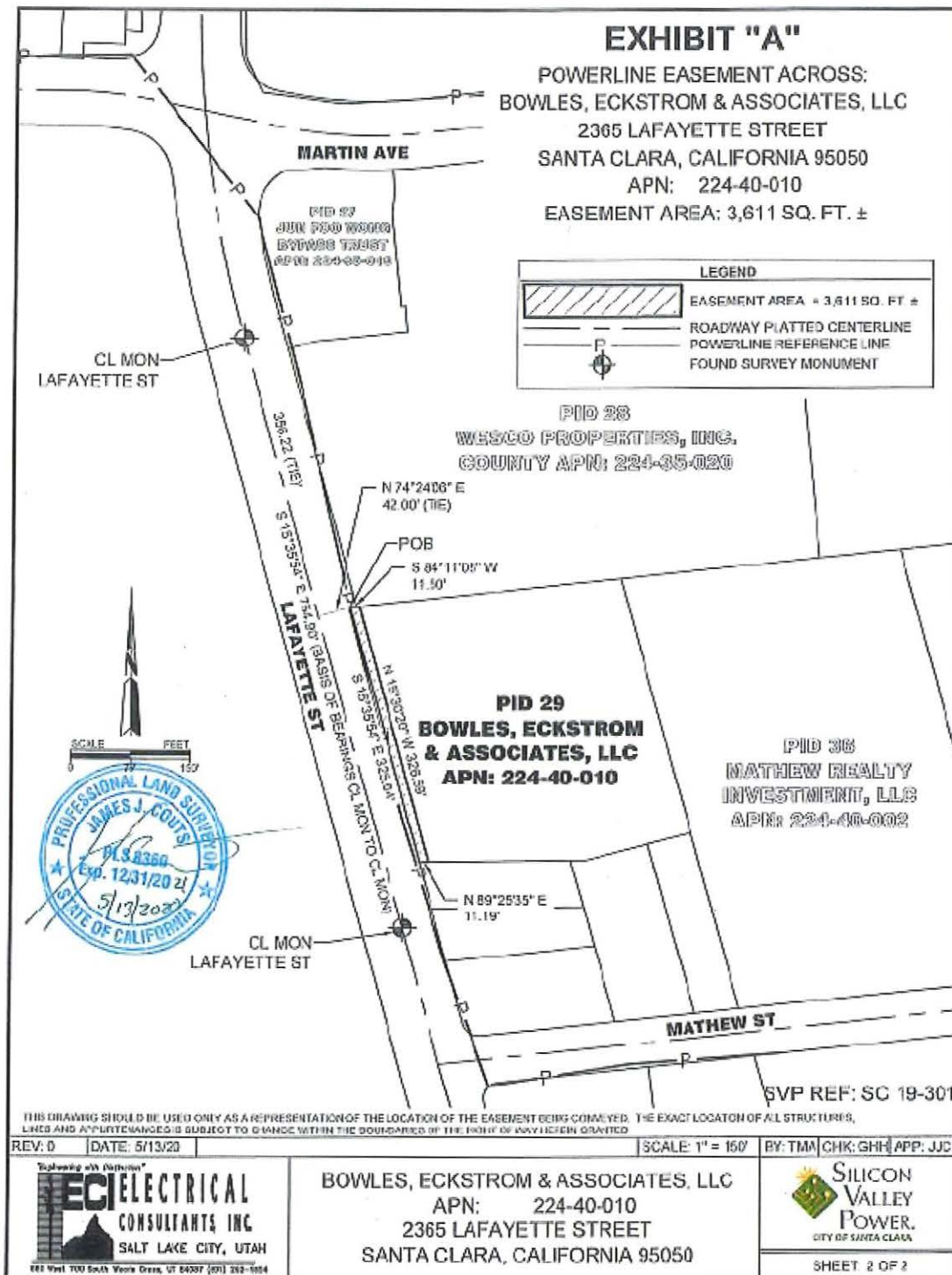
A portion of that parcel of land conveyed in that certain Grant Deed recorded March 4, 2015 as Document No. 22872800 in the Office of the Recorder of the County of Santa Clara (ORCSC), herein after referred to as the Grantor's Parcel, being a portion of Lots 1 and 2 in Block 2, as shown on that certain Map entitled, "Laurelwood Farm Subdivision," which Map was filed for Record in the Office of the Recorder of the County of Santa Clara, State of California on March 13, 1924, in Book S of Maps at Pages 7 and 8, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a monument located in the centerline Lafayette Street as shown on page 2; thence South 15°35'54" East 356.22 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's Parcel and the **POINT OF BEGINNING**; thence South 15°35'54" East 325.64 feet along the easterly right-of-way line of said Lafayette Street to the southwesterly corner of said Grantor's Parcel; thence North 89°25'35" East 11.19 feet along the southerly line of said Grantor's Parcel; thence North 15°30'20" West 326.59 feet to the northerly line of said Grantor's Parcel; thence South 84°11'05" West 11.50 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 3,611 square feet, more or less.



REV. 0	DATE: 5/13/20	SCALE: N/A	BY: TMA	CHK: GHJ	APP: JJC
 <p><b>ECI ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH 800 West 100 South West Cross, UT 84007 (801) 362-6004</p>		<p><b>BOWLES, ECKSTROM &amp; ASSOCIATES, LLC</b> APN: 224-40-010 2365 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050</p>		 <p><b>SILICON VALLEY POWER</b> CITY OF SANTA CLARA</p>	
SHEET: 1 OF 2					



**EXHIBIT B**

**(Overhead Electric Easement Deed)**

Recording Requested by:  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

APN: 224-40-010

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

**OVERHEAD ELECTRIC EASEMENT DEED**

**2365 Lafayette Street  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, **BOWLES, ECKSTROM & ASSOCIATES, LLC**, a California limited liability company (herein "**Grantor**"), hereby grants to the **CITY OF SANTA CLARA**, California, a chartered municipal corporation, (herein "**Grantee**"), an easement and right-of-way (herein "**Easement**") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Easement Area**").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after

Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

IN WITNESS WHEREOF, said grantor has hereunto set their hand this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

**BOWLES, ECKSTOM & ASSOCIATES, LLC**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FOR FORM:

\_\_\_\_\_  
Brian Doyle  
City Attorney

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.

**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

## CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (name and title of officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the \_\_\_\_ of \_\_\_\_\_ 2020, from Bowles, Eckstrom & Associates (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution Approving Purchase of Overhead Electric Easement, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-40-010

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

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

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
Assistant City Clerk



**EXHIBIT A****EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
 BOWLES, ECKSTROM & ASSOCIATES, LLC  
 2365 LAFAYETTE STREET  
 SANTA CLARA, CALIFORNIA 95050  
 APN: 224-40-010  
 EASEMENT AREA: 3,611 SQ. FT. ±



**DESCRIPTION:**

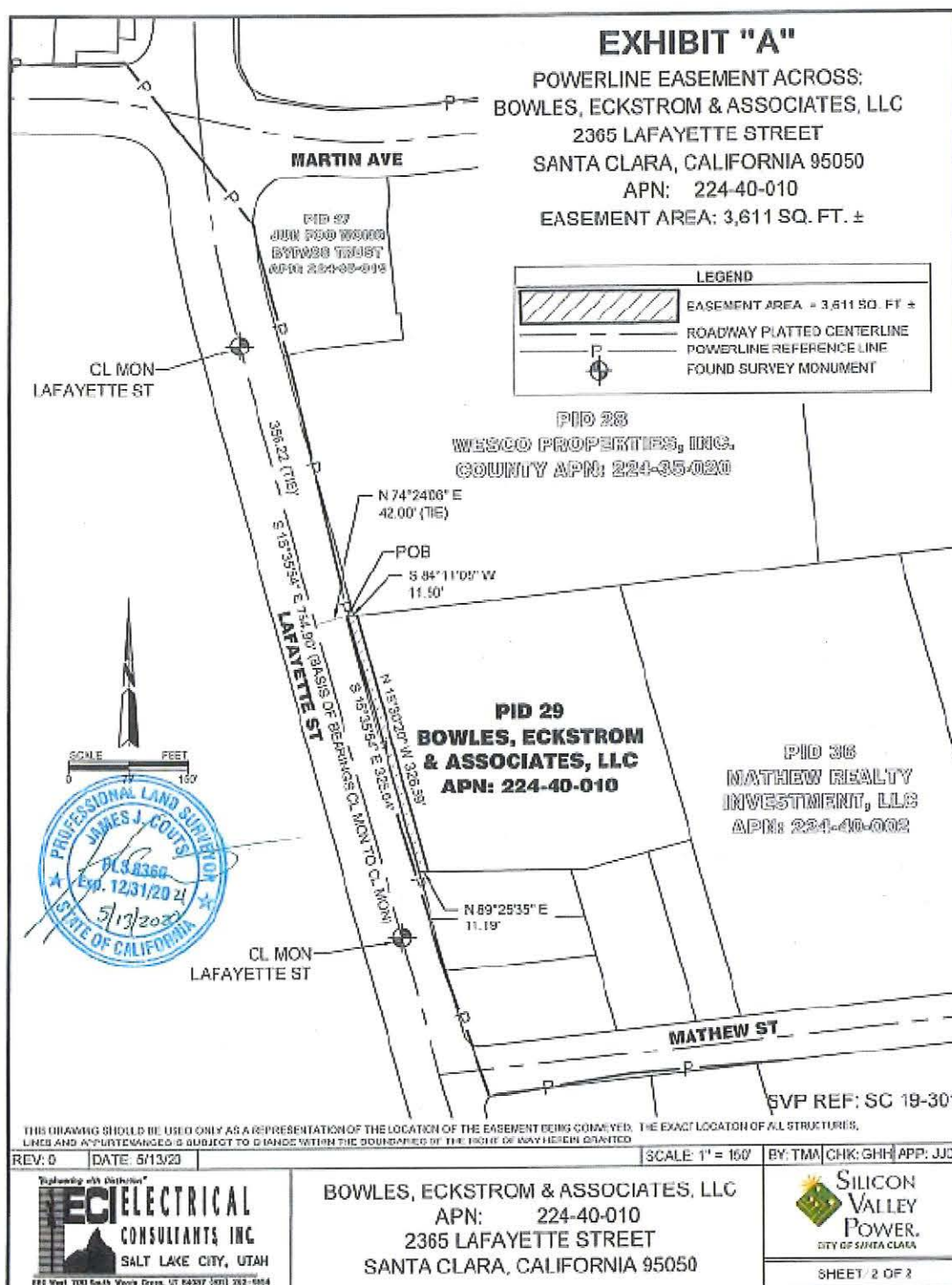
A portion of that parcel of land conveyed in that certain Grant Deed recorded March 4, 2015 as Document No. 22872800 in the Office of the Recorder of the County of Santa Clara (ORCSC), herein after referred to as the Grantor's Parcel, being a portion of Lots 1 and 2 in Block 2, as shown on that certain Map entitled, "Laurelwood Farm Subdivision," which Map was filed for Record in the Office of the Recorder of the County of Santa Clara, State of California on March 13, 1924, in Book S of Maps at Pages 7 and 8, being located in the City of Santa Clara, County of Santa Clara, State of California and described as follows:

**COMMENCING** at a monument located in the centerline Lafayette Street as shown on page 2; thence South 15°35'54" East 356.22 feet along said centerline; thence North 74°24'06" East 42.00 feet to the northwesterly corner of said Grantor's Parcel and the of **POINT OF BEGINNING**; thence South 15°35'54" East 325.64 feet along the easterly right-of-way line of said Lafayette Street to the southwesterly corner of said Grantor's Parcel; thence North 89°25'35" East 11.19 feet along the southerly line of said Grantor's Parcel; thence North 15°30'20" West 326.59 feet to the northerly line of said Grantor's Parcel; thence South 84°11'05" West 11.50 feet along said northerly line to the **POINT OF BEGINNING**.

Containing 3,611 square feet, more or less.



REV: 0	DATE: 5/13/20	SCALE: N/A	BY: TMA	CHK: GHH	APP: JJC
 <p><b>ELECTRICAL CONSULTANTS, INC.</b> SALT LAKE CITY, UTAH</p>		<p><b>BOWLES, ECKSTROM &amp; ASSOCIATES, LLC</b> APN: 224-40-010 2365 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050</p>		 <p><b>SILICON VALLEY POWER</b> CITY OF SANTA CLARA</p>	
SHEET 1 OF 2					





## AGREEMENT FOR PURCHASE AND SALE

### (UTILITY EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE ("**Agreement**") is made and entered into as of \_\_\_\_\_, 2020 (the "**Effective Date**") by and between CITY OF SANTA CLARA ("Grantee" or "City") and SEW, LLC, a California limited liability company ("Grantor") with regard to the purchase and sale of certain property interests, upon the terms and conditions set forth herein.

### RECITALS

**WHEREAS**, The City of Santa Clara's Electric Utility, Silicon Valley Power (SVP), plans to construct approximately 3.5 miles of new single and double circuit 60 kilovolt (kV) overhead transmission lines within the northeastern area of the City of Santa Clara. SVP's primary objective of the South Loop Reconfigure Project ("Project") is accommodated to shift the electrical load demand that is currently being seen on the South Loop Circuit to the East Loop Circuit to increase capacity and system reliability.

**WHEREAS**, the Project will involve the placement of multiple new monopole steel structures and result in either the expansion of existing electric overhead and wire clearance easements or the acquisition of new easements; and

**WHEREAS**, Grantee wishes to acquire from Grantor, and Grantor wishes to sell to Grantee certain property rights, as more particularly described in **Exhibit A** (the "Easement") for the Project upon the terms and conditions set forth herein.

**WHEREAS**, Grantor and Grantee recognize that the sale of the Easement is subject to approval of the Santa Clara City Council and that this Agreement shall have no force or effect unless and until said City Council approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

**NOW THEREFORE**, in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

### ARTICLE 1 PURCHASE

1.1. **The Easement.** Grantor is the fee owner of certain real property commonly known as 2265 Lafayette Street, APN: 224-03-080 located in the City of Santa Clara, California over which the Easement will cross.

1.2. **Sale and Conveyance.** Grantor shall sell to Grantee and Grantee shall purchase from Grantor, all of the terms and conditions set forth in Articles 2 and 3 hereof, the Easement.

### ARTICLE 2 PURCHASE PRICE

2.1. **Purchase Price.** The purchase price ("Purchase Price") for the Easement shall be Forty Six Thousand Four Hundred and no/100 Dollars (\$46,400.00).

2.2. Payment of Purchase Price. The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

### ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. Conditions Precedent to Purchase and Sale. The obligation of Grantee to purchase and Grantor to sell the Easement is expressly conditioned upon the satisfaction, prior to closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.2. Title. Grantee has obtained a preliminary title report dated April 24, 2020, from First American Title Company (the "Title Report"). Grantee acknowledges and agrees that all exceptions are approved by Grantee (the "Approved Exceptions").

3.3. Execution of Overhead Electric Easement Deed. Grantor shall be ready, willing and able to convey title to the Easement by Overhead Electric Easement Deed to Grantee in the form of **Exhibit B** attached hereto (the "Easement Deed") subject only to the Approved Exceptions.

3.4. Deposit of Grant Deed. Grantor shall have deposited into Escrow (as defined below) the Overhead Electric Easement Deed as provided for in Section 4.1.1, conveying title to the Easement (subject to the Approved Exceptions) to the Grantee.

3.5. Title Insurance. The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Easement vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.6. Certificate of Acceptance. Grantee has obtained a resolution of the City Council of the City of Santa Clara authorizing recordation of the Overhead Electric Easement Deed and has deposited a properly executed Certificate of Acceptance into Escrow.

3.7. No Breach. There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.8. Documentary Deposit. Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.9. Grantee's Remedies.

3.9.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.9.2 Default. If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or,

if such failure is not capable of being cured within ten (10) calendar days, Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement), Grantee's sole and exclusive remedy shall be one of the following:

(a) Waiver. Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) Terminate. Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantor of its right or ability to exercise its power of eminent domain to acquire the Easement after a termination of this Agreement.

### 3.10. Grantor's Remedies.

3.10.1 Conditions Precedent. If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Easement pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

## ARTICLE 4 CLOSING AND ESCROW

4.1. Deposits into Escrow. Grantee has established an escrow (the "Escrow") with First American Title, 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596. Attn.: Roni Sloan Loftin, telephone: (925) 927-2127 (the "Escrow Agent"). A copy of this Agreement, duly executed by both parties, shall be deposited therein within five (5) business days after the Effective Date. Subject to Section 4.2.2 below, this Agreement shall serve as escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1 Grantor. Grantor shall deposit the following into Escrow:

(a) The Overhead Electric Easement Deed, fully executed and suitable for recordation;

(b) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and

(c) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 Grantee. Grantee shall deposit the following into Escrow:

(a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;

(b) An executed Certificate of Acceptance; and

(c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

#### 4.2. Close of Escrow.

4.2.1 Closing Date. Escrow shall close on or before the thirtieth (30<sup>th</sup>) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 Closing of Escrow. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 Procedure. Escrow Agent shall close Escrow as follows:

4.2.3.1 Record Deed. Date and record the Overhead Electric Easement Deed in the Official Records of Santa Clara County.

4.2.3.2 Deliver Copies of Deed. Deliver one (1) certified copy of the recorded Deed to Grantee.

4.2.3.3 Pay to Grantor. Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by the Grantor's share of closing costs and prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 Deliver Title Policy. Deliver the Title Policy to Grantee.

4.2.3.5 Closing Statement. Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

#### 4.2.4 Closing Costs and Prorations.

4.2.4.1 Closing Costs. Grantee and Grantor shall each pay its own attorney's fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

ARTICLE 5  
REPRESENTATIONS AND WARRANTIES

5.1. Grantor's Representations and Warranties. Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 Organization Authority. SEW, LLC is a California limited liability company, duly organized, validly existing and in good standing under the laws of the State of California and has the full power and authority to execute and deliver this Agreement and all documents now or hereinafter to be executed and delivered by it pursuant to this Agreement and to perform all obligations arising under this Agreement and such performance does not conflict with any obligations of the Grantor. The individuals executing this Agreement and the instruments referred to herein on behalf of Grantor, have the legal power, rights and actual authority to bind Grantor to the terms and conditions hereof and thereof;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Grantor or the Easement is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Easement or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state or municipal laws or ordinances with regard to any portion of the Easement;

5.1.4 Existing Lease. There are no contracts or agreements with respect to the occupancy of the Easement which will be binding upon Grantee after Closing; and

5.1.5 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

ARTICLE 6  
GENERAL PROVISIONS

6.1. Approval of City Council. Grantor and Grantee recognize that as of the execution of this Agreement by Grantor, this Agreement is subject to approval of the City Council of the City of Santa Clara and that this Agreement shall have no force or effect unless and until said City Council's approval has been obtained, but such approval shall be obtained before execution of this Agreement by Grantee.

6.2. Binding on Successors. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6.3. Entire Agreement. This Agreement including all exhibits hereto contains all of the covenants, conditions, and agreements between the parties and shall supersede all prior correspondence, agreements, and understandings both verbal and written. No addition or

modification of any term or provision shall be effective unless set forth in writing and signed by both Grantor and Grantee.

6.4. Brokers' Fees. Grantor and Grantee each represent and warrant to the other that, there are no brokers' fees or finders' fees arising out of this transaction and each shall indemnify, defend, and hold the other harmless from any claim, loss, cost, damage or expense including, without limitation, attorneys' and experts' fees and costs and court costs arising out of or incurred in connection with any claim by any other broker, finder or other person or entity for any brokerage commission, finder's fee or other amount in connection with any acts or dealings with such indemnifying party with any such broker, finder or other person or entity.

6.5. Attorney's Fees. In the event either party to this Agreement institutes an action to interpret or enforce the terms hereof, or to obtain money damages, the prevailing party, as determined by the court (whether at trial or upon appeal) shall be entitled to recover from the other, in addition to costs and judgment as awarded by the court, its attorney's fees incurred therein. The prevailing party shall include, without limitation, a party who dismisses an action or proceeding for recovery hereunder in exchange for consideration substantially equal to the relief sought in the action or proceeding. In no event shall an attorney's fee award exceed \$5,000, whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

6.8. Time. Time is of essence of every provision herein contained in this Agreement.

6.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all counterparts shall constitute one agreement.

6.10. Survival. The terms, covenants and conditions of Articles 5, 6, and 7 shall remain true and correct as of the Closing Date, shall be deemed to be material and shall survive the execution and delivery of this Agreement, the delivery of the Grant Deed, and transfer of title.

6.11. Notices. All notices, requests or other communications required or permitted to be given in connection with this Agreement shall be in writing and shall be personally delivered (with prompt confirmation by registered or certified mail, postage prepaid), or by commercial courier service, or by registered or certified mail, postage pre-paid, addressed to the party whom it is directed at the following addresses, or at such other addresses as may be designated by notice from such party in the manner provided herein:

To Grantor:

SEW, LLC  
Attention: Steven Wilkinson  
2156 O'Toole Ave, Suite L  
San Jose, CA, 95131  
Telephone: 408-858-8776

To Grantee:

City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Manager  
Telephone: 408-615-2210

With a copy to:

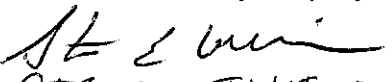
City of Santa Clara City Attorney's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Attn: City Attorney  
Telephone: (408) 615-2230

Notices which are delivered by hand shall be deemed received upon delivery; notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing and notices delivered by commercial courier service shall be deemed received the date of actual delivery. The foregoing addresses may be changed by notice to the other party as herein provided.

IN WITNESS WHEREOF, the parties hereto have executed one (1) or more copies of this Agreement, on the date(s) set forth below, effective as of the day and year first above written ("Effective Date").

**GRANTOR**

SEW, LLC,  
a California limited liability company

By:   
STEVE WILKINSON

Title: OWNER

Date: 10-7-2020

**GRANTEE**

City of Santa Clara,  
a municipal corporation

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

## EXHIBIT A

(Description of Easement)

SVP REF: SC 19-187

### **EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:

SEW, LLC.

2265 LAFAYETTE STREET

SANTA CLARA, CALIFORNIA 95050

APN: 224-03-080

EASEMENT AREA: 2,239 SQ. FT. ±

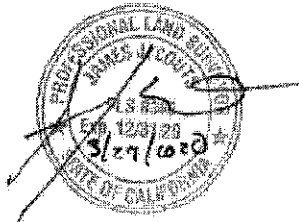
#### **DESCRIPTION:**



A portion of Parcel B, as shown upon that certain Parcel Map For Lot Line Adjustment Purposes filed for record on October 1, 1985 in Book 550 of Maps, at Page 6, Santa Clara County Records, described as follows:

**COMMENCING** at a Centerline Monument in Lafayette Street (as shown on Page 2 of this Exhibit); thence South 15°35'54" East 174.76 feet along the centerline of said Lafayette Street; thence South 73°08'31" East 77.89 feet to the southerly right-of-way line of Mathew Street and the **POINT OF BEGINNING**; thence North 84°12'21" East 191.01 feet along said southerly right-of-way line to the northeast corner of the Parcel B; thence South 06°50'19" East 7.56 feet along the easterly line of said Parcel B; thence South 82°14'48" West 198.22 feet; thence North 75°28'59" West 11.30 feet to said southerly right-of-way line and the beginning of a non-tangent curve concave southeasterly having a radius of 20 feet; thence northeasterly 21.42 feet along said curved right-of-way line through a central angle of 61°21'24" (chord bears North 53°31'39" East 20.41 feet) to the **POINT OF BEGINNING**.

Containing 2,239 square feet, more or less.

**EXHIBIT A PAGE 2** by this reference made a part hereof.



REV: 0	DATE: 3/27/20	SCALE: N/A	BY: TMA/CHK: GHH/APP: JJC
	SEW, LLC. APN: 224-03-080 2265 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050		
SHEET: 1 OF 2			





**EXHIBIT B**

**(Overhead Electric Easement Deed)**

Recording Requested by:  
Office of the City Attorney  
City of Santa Clara, California

**When Recorded, Mail to:**  
Office of the City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

APN: 224-03-080

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

EXEMPT FROM RECORDING FEE  
PER GOV'T CODE §§ 6103 and 27383

EXEMPT FROM FEE  
PER GOV'T CODE § 27388.1 (a)(2)(D)

**OVERHEAD ELECTRIC EASEMENT DEED**

**2265 Lafayette Street  
Santa Clara, California**

For valuable consideration, the receipt of which is hereby acknowledged, SEW, LLC, a California limited liability company (herein "Grantor"), hereby grants to the CITY OF SANTA CLARA, California, a chartered municipal corporation, (herein "Grantee"), an easement and right-of-way (herein "Easement") in, on, over, along and across the real property owned by Grantor in the City of Santa Clara, State of California, described in Exhibit A attached hereto and incorporated herein by this reference ("Easement Area").

This Easement shall be used by Grantee for the purpose of constructing and reconstructing, installing, operating, inspecting, maintaining, repairing, removing and/or replacing overhead electrical transmission, distribution and/or communication systems, and appurtenances thereto, including a reasonable right of ingress and egress over adjoining lands of Grantor. In exercising said right of ingress and egress, Grantee shall, wherever practical, use existing roads and lanes across lands of Grantor, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to Grantor and any occupants of Grantor's property.

The overhead system will consist of poles, wire supports, wires and conductors suspended from pole to pole, transformers and other equipment mounted on the poles, anchors, guy attachments, and other appurtenances.

Portions of the Easement Area may be used by the Grantor for driveway(s), landscaping (excluding trees), and parking, as will not interfere with the Grantee's use of the Easement. Any other use of the Easement Area by Grantor shall be subject to Grantee's express written consent and only after Grantee's review of plans and specifications and determination that such use will not interfere with its use of the Easement. Grantee may trim any trees or remove any tree or structure which is in or adjacent to the Easement Area which, in its reasonable determination, interferes with its use of the Easement. Grantee may trim any trees or remove any tree which is in or adjacent to the Easement Area which exceeds a height of 20 Feet or poses a risk of falling onto the Grantee's facilities or equipment located within the Easement.

[SIGNATURE(S) APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, said Grantor has hereunto set its hand this 7 day  
of OCTOBER, 2020.

GRANTOR

SEW, LLC,  
A California limited liability company

By: Steve Wilson

Title: OWNER

Date: 10-7-2020

APPROVED FOR FORM:

\_\_\_\_\_  
Brian Doyle

City Attorney

**ALL LEGAL OWNERS OF PROPERTY MUST EXECUTE THIS DOCUMENT.** IF GRANTOR IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.  
**ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE GRANTOR.**

# CALIFORNIA NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

On 10/07/2020 before me, A S Habteyes, <sup>Notary Public</sup> (name and title of officer), personally appeared Steven E. Wilkinson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

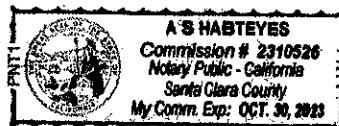
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A S Habteyes

(Seal)



## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Overhead Electric Utility Deed dated the \_\_\_\_ of \_\_\_\_\_ 2020, from SEW, LLC, a California limited liability company (Grantor) to the City of Santa Clara, California, a chartered California municipal corporation (City), is hereby accepted by the undersigned officer on behalf of the City Council of the City pursuant to authority conferred by Resolution No. 5600 of the City Council of the City of Santa Clara adopted on the 28 day of May, 1991, and the Resolution is accepted Overhead Electric Easement Deed, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2020. The City, as Grantee, consents to recordation by its duly authorized officer, the City Clerk of the City of Santa Clara.

Re: APN 224-03-080

Dated: This \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM:

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

ATTEST: \_\_\_\_\_  
NORA PIMENTEL, MMC  
City Clerk  
City of Santa Clara

## EXHIBIT A

SVP REF: SC 19-187

### **EXHIBIT "A"**

POWERLINE EASEMENT ACROSS:  
SEW, LLC.  
2265 LAFAYETTE STREET  
SANTA CLARA, CALIFORNIA 95050  
APN: 224-03-080  
EASEMENT AREA: 2,239 SQ. FT. ±

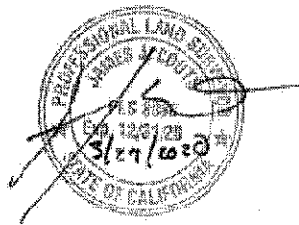
#### **DESCRIPTION:**

A portion of Parcel B, as shown upon that certain Parcel Map For Lot Line Adjustment Purposes filed for record on October 1, 1986 in Book 550 of Maps, at Page 6, Santa Clara County Records, described as follows:

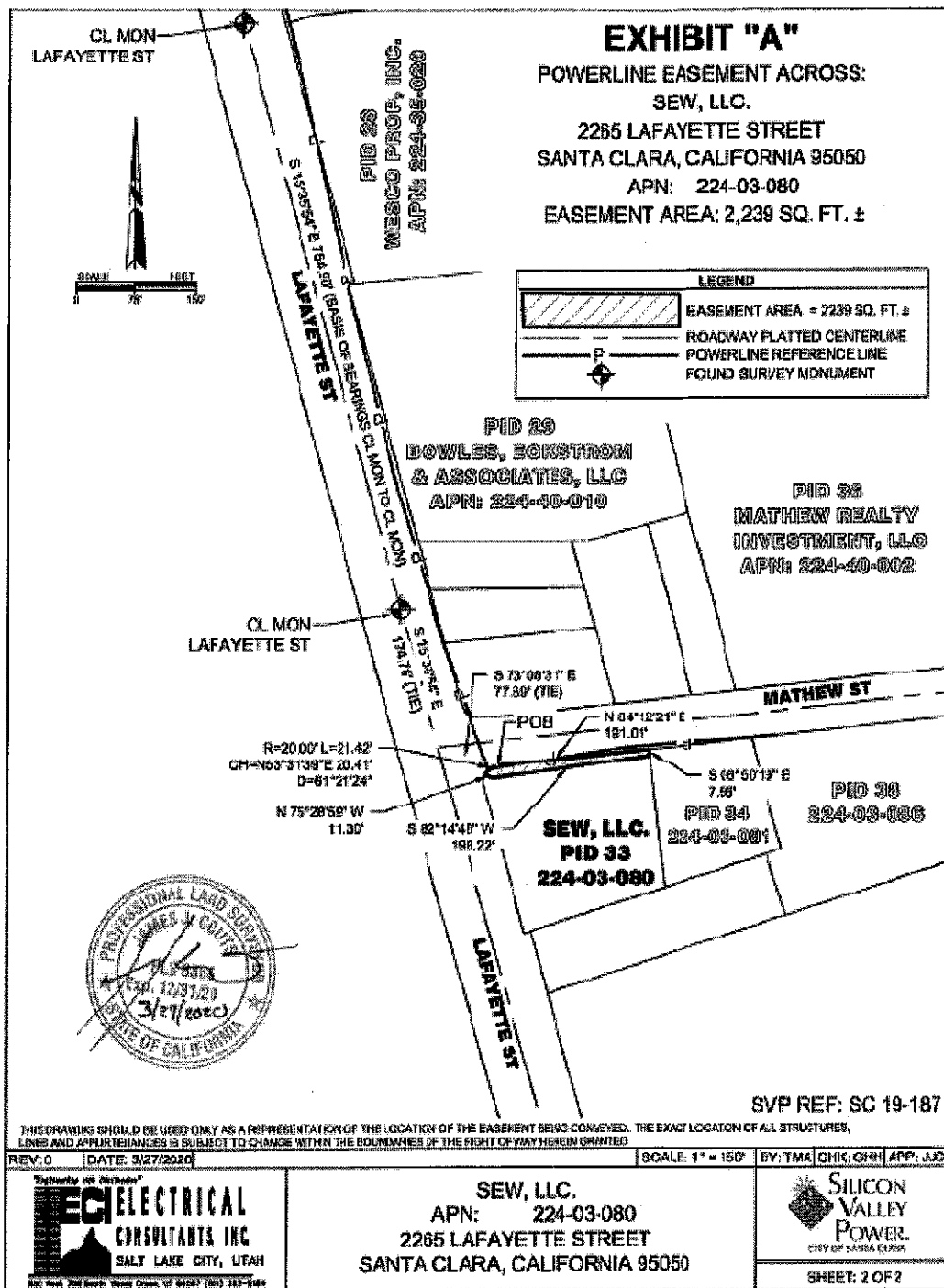
**COMMENCING** at a Centerline Monument in Lafayette Street (as shown on Page 2 of this Exhibit); thence South  $15^{\circ}35'54''$  East 174.76 feet along the centerline of said Lafayette Street; thence South  $73^{\circ}08'31''$  East 77.89 feet to the southerly right-of-way line of Mathew Street and the **POINT OF BEGINNING**; thence North  $84^{\circ}12'21''$  East 191.01 feet along said southerly right-of-way line to the northeast corner of the Parcel B; thence South  $08^{\circ}50'19''$  East 7.56 feet along the easterly line of said Parcel B; thence South  $82^{\circ}14'48''$  West 198.22 feet; thence North  $75^{\circ}28'59''$  West 11.30 feet to said southerly right-of-way line and the beginning of a non-tangent curve concave southeasterly having a radius of 20 feet; thence northeasterly 21.42 feet along said curved right-of-way line through a central angle of  $61^{\circ}21'24''$  (chord bears North  $53^{\circ}31'39''$  East 20.41 feet) to the **POINT OF BEGINNING**.

Containing 2,239 square feet, more or less.

**EXHIBIT A PAGE 2** by this reference made a part hereof.



REV:0	DATE: 3/27/20	SCALE: N/A	BY: TMA/CHK: GHH/APP: JJC
	SEW, LLC. APN: 224-03-080 2265 LAFAYETTE STREET SANTA CLARA, CALIFORNIA 95050	 SHEET: 1 OF 2	







## Agenda Report

20-930

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Public Hearing: Action on the Termination of a Covenant Agreement for the Properties Located at 1560 and 1582 Jackson Street that Restrict Development

#### **COUNCIL PILLAR**

Promote and Enhance Economic, Housing and Transportation Development

#### **BACKGROUND**

The proposal is a request filed by Alan Tsai (Property Owner of 1560 Jackson Street) with consent of Mai-Li Chen (Property Owner of 1582 Jackson Street) to terminate a Covenant Agreement between the City and the property owners prohibiting the intensification of use on the two single family residential properties. The Covenant Agreement stems from Condition of Variance (V.1090 and V.1091) approvals in 1978 to allow reductions in lot size, lot width and side yard setbacks for a lot split by the prior property owners. The request follows action by the Planning Commission on May 27, 2020 amending the Variances to delete the requirement for a Covenant Agreement as a condition of approval. Council action is required to terminate the Covenant Agreement.

The Planning Commission staff report of May 27, 2020, and associated materials, is provided as Attachment 1 for review.

#### **DISCUSSION**

Terminating the Covenant Agreement prohibiting the intensification of the residential use on the subject properties would be necessary to allow the property owners the ability to construct additions to the homes or accessory dwelling units (ADUs) on the subject properties consistent with the property rights afforded to single-family residential zoned property owners throughout the City.

Since 1978 housing development has evolved in response to various factors including the increasing job growth and demand for housing experienced within Santa Clara and the surrounding region. Provisions in State law support the creation of new and affordable housing and encourage the construction of ADUs on single-family residential lots to provide additional housing opportunities to increase and diversify a jurisdictions housing stock.

The property owner of 1560 Jackson Street seeks to intensify development on the property with construction of a 698 square foot detached ADU to the rear of the 789 square foot existing single-family residence. Terminating the Covenant Agreement would allow the property owner of 1582 Jackson Street the opportunity to also expand the existing single-family residence and/or construct an ADU subject to the current zoning code regulations.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Quality Act (CEQA) pursuant to CEQA Guidelines 15378(a) as it has no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable change in the environment. Any subsequent proposal to build an ADU on the subject properties would be categorically exempt from CEQA review under Class 3(a) (New Construction or Conversion of Small Structures), which exempts the construction of ADUs in a residential zone.

**FISCAL IMPACT**

There is no fiscal impact to the City for processing the requested application other than administrative staff time and expense typically covered by processing fees paid by the applicant.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**ALTERNATIVES**

1. Authorize the City Manager to terminate the Covenant Agreement for the Properties located at 1560 and 1582 Jackson Street.
2. Affirm enforcement of the Covenant Agreement limiting the development to existing conditions for the Properties located at 1560 and 1582 Jackson Street.

**RECOMMENDATION**

Alternative1: Authorize the City Manager to terminate the Covenant Agreement for the Properties located at 1560 and 1582 Jackson Street.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Planning Commission Staff Report of May 27, 2020



## Agenda Report

20-379

Agenda Date: 5/27/2020

### REPORT TO PLANNING COMMISSION

#### **SUBJECT**

Public Hearing: Action on an Amendment to Variances (V.1090 and V.1091) for the properties located at 1560 and 1582 Jackson Street

#### **REPORT IN BRIEF**

Project: Amend Variances that approved a reduction in the minimum lot size, lot width and side yard setbacks requirements for two adjacent parcels located at 1560 and 1582 Jackson Street, and remove the project condition of approval for a covenant agreement prohibiting added residential density on the two single family zoned (R1-6L) properties.

Applicant/Property Owner: Alan Tsai for the property located at 1560 Jackson Street and Mary Ma-Li Chen for the property located at 1582 Jackson Street.

General Plan: Very Low Density Residential

Zoning: Single Family Residential (R1-6L)

Site Area: The lot area for 1560 Jackson Street is 5,271 square feet and is 5,226 square feet for 1582 Jackson Street.

Existing Site Conditions: The properties are separate lots developed with one-story single-family residences. The residence at 1560 Jackson Street has an attached one-car garage while the property at 1582 Jackson Street is without an on-site covered parking structure. The property conditions have not changed since the issuance of the Variance.

#### **Surrounding Land Uses**

North: Single family residence

South: Medical office building and a restaurant with associated surface parking lot

East: Single family residence and Jackson Street

West: Multi-family apartment dwelling

Issues: Consistency with the City's General Plan and Zoning Ordinance

Staff Recommendation: Approve the request to amend the Variances for removal of the condition of approval requiring a covenant agreement to prohibit added residential density on two separate single-family residential properties located at 1560 and 1582 Jackson Street.

#### **BACKGROUND**

The subject properties were once a single lot that was zoned Medium-Density Residential (R3-36D) and developed with two-single family homes. In 1977 the Property Owner filed for a variance to reduce the lot size, lot width and required side yard setbacks in order to subdivide the property into two lots. The Variance requests were denied by the Planning Commission in March 1977 and were appealed to the City Council. On July 5, 1977, the City Council overruled the Planning Commission denial and approved the Variances for the lot split and reductions in lot size, lot width and side yard

setbacks provided that the Owners did not protest the City rezoning the lots to Single-Family Residential (R1-6L), and executed a Covenant Agreement with the City to restrict the use and density of development of the lots. The Covenant Agreement was executed in February 1978 and limits the Owners and their assigns and successors in interest from expanding the single-family residential use. It also requires any replacement residence to be the same size and character as the existing one-story homes on the two lots. The properties were subsequently sold and are in separate ownership.

City Council meeting minutes of May 3, 1977 and July 5, 1977 are provided as Attachment 2. The recorded Covenant Agreement is provided as Attachment 3.

Since 1978, the City and region have experienced rising job growth and demand for housing. Provisions in State law support the creation of new and affordable housing and have legislated the allowance of accessory dwelling units (ADUs) on single family residential lots to provide additional housing opportunities to increase and diversify a jurisdiction's housing stock. ADUs count towards the City's Regional Housing Needs Allocation (RHNA).

The property owner of 1560 Jackson Street is proposing to intensify development on the property with construction of a 698 square foot detached ADU to the rear of the 789 square foot existing single-family residence. The proposal does not include replacement or expansion of the existing residence. An amendment to the Variances deleting the requirement for the Covenant Agreement is required to allow construction of the proposed ADU that would otherwise be allowed by right under existing State legislation. Terminating the Agreement would afford the property owner of 1582 Jackson Street the opportunity to expand the existing single-family residence and construct an ADU as well, if approved. The property at 1560 Jackson Street could also intensify development further by expanding or replacing the existing single family home in the future, if the covenant is removed.

## **DISCUSSION**

Pursuant to Chapter 18.108.010 of the SCCC, where practical difficulties, unnecessary hardships and effects inconsistent with the general purpose of the Zoning Code may result from strict application of certain provisions, Variances may be granted.

### *Consistency with the General Plan*

The General Plan designation for the subject properties is Very Low Density Residential. This designation is intended for residential densities of up to ten units per acre and is typically single-family in scale and character, with a prevailing building type of detached single-family dwellings.

The proposal is consistent with the following General Plan policies:

- 5.3.1-P8 Work with property owners to improve or redevelop underutilized and vacant properties.
- 5.3.2-P1 Encourage the annual construction of the housing units necessary to meet the City's regional housing needs assessment by reducing constraints to housing finance and development.

The property owner of 1560 Jackson Street is proposing to construct a detached ADU in the rear yard of the property. An amendment to the Variances deleting the Covenant Agreement requirement would allow the property owner to improve the property and contribute an ADU to the City's housing stock. It would also allow the property owner of 1582 Jackson Street the same opportunity to construct an addition or ADU and contribute to the supply of housing.

### *Zoning Conformance*

The properties located at 1560 and 1582 are under separate ownership and are zoned R1-6L. Due to the reduced development standards approved for each lot by the Variance in 1977, both properties are considered legal non-conforming under the Zoning Code Section 18.94.020 (Non-conforming Uses). As such, non-conforming properties may be expanded in conformance with the Zoning Code, if the Covenant is removed. Should the amendment to the Variances be approved, administrative review of the ADU or expansion of the main house would be carried out consistent with the provisions of the Zoning Code.

### *Conclusion*

Terminating the Covenant Agreement prohibiting the intensification of the residential use on the subject properties would be necessary to allow the Owners the ability to construct additions to the homes or ADUs on the subject properties consistent with the property rights afforded to single-family zoned property owners throughout the City, and as provided under State law to address the housing crisis in California.

### **ENVIRONMENTAL REVIEW**

The project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15303(a), New Construction or Conversion of Small Structures, in that the amendment to the variance will facilitate the construction of a proposed ADU as well as expansion of the main homes.

### **FISCAL IMPACT**

There is no cost to the City other than administrative staff time and expense typically covered by processing fees paid by the applicant.

### **COORDINATION**

This report was coordinated with the City Attorney's Office.

### **PUBLIC CONTACT**

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.

On May15, 2020, a notice of public hearing of this item was posted in at least three conspicuous locations within 300 feet of the project site and mailed to property owners within 300 feet of the project site. At the time of this staff report, Planning staff has not received public comment in support or opposition to the proposed project.

**ALTERNATIVES**

1. Adopt a Resolution to Amend the Variances to delete the requirement for a Covenant Agreement prohibiting the intensification of the residential use for the properties located at 1560 and 1582 Jackson Street.
2. Deny an Amendment to the Variances to delete the requirement for a Covenant Agreement prohibiting the intensification of the residential use for the properties located at 1560 and 1582 Jackson Street.

**RECOMMENDATION**

Alternative 1: Adopt a Resolution to Amend the Variances to delete the requirement for a Covenant Agreement prohibiting the intensification of the residential use for the properties located at 1560 and 1582 Jackson Street.

Prepared by: Debby Fernandez, Associate Planner

Reviewed by: Alexander Abbe, Assistant City Attorney

Approved by: Reena Brilliot, Planning Manager

**ATTACHMENTS**

1. Resolution Approving the Amendment to the Variances
2. City Council meeting minutes of May 3, 1977 and July 5, 1977
3. Recorded Covenant Agreement

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

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF SANTA CLARA, CALIFORNIA, APPROVING AN  
AMENDMENT TO VARIANCES V.1090 AND V.1091 FOR THE  
PROPERTIES LOCATED AT 1560 and 1582 JACKSON  
STREET, SANTA CLARA**

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

**WHEREAS**, on February 13, 2020, Alan Tsai ("Property Owner of 1560 Jackson Street") filed a Planning Application (PLN2020-14333) with consent of Mai-Li Chen ("Property Owner of 1582 Jackson Street") to amend Variances (V.1090 and V.1091) for the properties located at 1560 and 1582 Jackson Street ("Project Site");

**WHEREAS**, the Project Site has a General Plan designation of Very Low Density Residential and is zoned Single Family Residential (R1-6L);

**WHEREAS**, the previously approved Variances (V.1090 and 1091) required a Covenant Agreement between the City and the Property Owners prohibiting the intensification of the residential use on the Project Site;

**WHEREAS**, the Property Owner of 1560 Jackson Street has submitted an application to delete the requirement for a Covenant Agreement prohibiting the intensification of the residential use on the Project Site;

**WHEREAS**, the Project is Categorically Exempt per Section 15303(a), New Construction or Conversion of Small Structures, as the proposal will facilitate the development of one or more accessory dwelling units and/or the expansion of the main houses;

**WHEREAS**, on May15, 2020, the notice of the meeting date for this item was posted in three conspicuous locations within 300 feet of the Project Site and mailed to property owners within a 300 foot radius of the Project Site for the Planning Commission hearing on May 27, 2020; and

**WHEREAS**, on May 27, 2020, the Planning Commission held a duly noticed public hearing to consider the Amendment to the Variances application, during which the Planning Commission

invited and considered any and all verbal and written testimony and evidence offered in favor of or opposition to the proposed amendments to the Variances.

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

1. That the Planning Commission hereby finds that the above Recitals are true and correct and by this reference makes them a part thereof.
2. That the Planning Commission hereby approves the Amendment to the Variances to delete the requirement for a Covenant Agreement prohibiting the intensification of the residential uses on the Project Site.
3. That pursuant to SCCC Section 28.108.040, the Planning Commission hereby makes the following findings related to the Variances request:

A. That there are unusual conditions applying to the land or building which do not apply generally in the same district, in that the Property Owners of 1560 and 1582 Jackson Street are not afforded the same property rights as single-family residential property owners throughout the City and recently approved State law to construct residential additions or accessory dwelling units and improve their properties;

B. That the granting of the Variances is necessary for the preservation and enjoyment of substantial property rights of the Property Owner, in that deleting the prohibition of intensifying the residential use of the Project Site would allow the Property Owners to improve and invest in the Project Site with the construction of additional living area and/or an accessory dwelling unit on the Project Site consistent with R1-6L development standards and State law;

C. That the granting of such Variances shall not, under the circumstances of the particular case, materially affect adversely the health, safety, peace, comfort or general welfare of persons residing or working in the neighborhood of the applicant's property, and will not be detrimental to the public welfare in the neighborhood of the applicant's property, and will not be materially detrimental to the public welfare or injurious to property or improvements in said



neighborhood, in that any proposal to intensify the residential use with construction of an accessory dwelling unit or residential addition on the Project Site would be subject to City Code and Building Code requirements; and

D. That the granting of the Variances is in keeping with the purpose and intent of the Zoning Ordinance, in that the proposal would provide consistency with State law requirements to allow the construction of accessory dwelling units or expansion to the main dwelling consistent with current R1-6L development standards.

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 PLANNING COMMISSION OF THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27th DAY OF MAY, 2020, BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

ATTEST: \_\_\_\_\_  
ANDREW CRABTREE  
DIRECTOR OF COMMUNITY DEVELOPMENT  
CITY OF SANTA CLARA

Attachments Incorporated by Reference:  
1. None

I:\PLANNING\2020\Project Files Active\PLN2020-14333 1560 Jackson Street\PC\Resolution.doc

The following additional Special Order of Business items were then observed by the Council and Audience: (1) City's 125th Anniversary, after having been originally incorporated on July 5, 1852; and, (2) Recognition and presentation by the Mayor of a 20 years Service Pin to City Manager Donald R. Von Raesfeld whose service with the City began in July 1957. Mr. Austen D. Warburton, City Historian, addressed the Council and Audience relative to two above-mentioned anniversary events.

Councilman Hansen arrived at the meeting at 7:40 P.M. and took his place at the Council Table.

It was moved by Councilman Texera, seconded by Councilman Stewart, that the Minutes of the City Council for meeting held on June 14, 1977, be accepted, approved and adopted as written. Motion was approved by the Council.

Mr. Felton Valdry, a member of the City Planning Commission, and former Chairman of the Citizens Advisory Committee - Budget Review Subcommittee, addressed the Council re his non-participation in the recent Subcommittee response to the 1977/78 Budget, and requested that the recent Minutes of the Citizens Advisory Committee be clarified to reflect his non-participation in any recent meetings and/or responses from the Budget Review Subcommittee.

This being the time and date previously continued from the May 3, 1977 Council meeting for the hearing on the Variance Appeal (3/25/77), submitted on behalf of the Estate of Mary S. Silva, to the action of the City Planning Commission (Items #8 & 9 - 3/23/77 - Files V.1090 & V.1091) in denying certain lot size, lot width and side yard variances, to permit existing 84.6 foot wide lot located on the west side of Jackson Street, between El Camino Real and Civic Center Drive, to be split into 2 separate lots in order to settle an estate, the Council proceeded to consider this matter. The Director of Planning & Inspection showed location of above property containing single family homes (1560 & 1582 Jackson Street) presently zoned R3-36D. The Council also considered letter (6/30/77), submitted by Attorney Anthony I. Escobar, enclosing copy of Superior Court Case No. 92647, entitled "Order Determining Interest in Estate and Order Instructing Norbert R. Silveira, Executor; and, letter (6/27/77), submitted by Attorney James V. Torre, representing certain heirs, stating that the Silva family desires to partition and retain the property in the family. Attorney Escobar was present at this meeting, and informed Council that the heirs had no objection to rezoning above proposed lot splits to an R-1 zone, and stated that the lot split was necessary to settle above estate, and the jog in the dividing line can be worked out between the heirs. A discussion was held by the Council re above matter. Councilman Mahan expressed concern with the proposed substandard and narrow lot widths. Councilman Stewart inquired whether above-mentioned Superior Court Order could force the City to partition above estate property, and was informed by the City Attorney that above Court order could be used to divide the estate. Councilman Kiely suggested that above lot split be approved subject to limiting the future property use to one story single family dwellings. The City Attorney informed Council that a Covenant Agreement can be prepared placing reasonable terms and restrictions on the use of the property. Councilman Texera made reference to recent efforts of the Council to lower the density in certain portions of the City, and stated that above proposed lot split would accomplish above objective, notwithstanding the substandard-sized lots. It was moved by Councilman Texera, seconded by Councilman Hansen, that the hearing on above matter be closed. Motion was approved by the Council. It was then moved by Councilman Texera, seconded by Councilman Stewart, that the Council overrule the denial actions of the City Planning Commission (Items #8 & 9 - 3/23/77 - Files V.1090 & V.1091); and, on the basis of favorable findings, made by the Council, above Variance request for lot split and reduction in lot size, reduction in lot width and reduction in side yard, be granted and approved, subject to the execution of appropriate Covenant Agreement to be prepared by the City Attorney providing that property owners concerned will not protest the rezoning of above 2 split lots from R3-36D to R1 and that any single family dwellings thereon will only be replaced with dwellings of similar size and character. Motion was approved by the Council with Councilmen Mahan and Street dissenting.



This being the time and date previously set for the hearing on the Variance Appeals (3/25/77), submitted on behalf of the Estate of Mary S. Silva, to the actions of the City Planning Commission (Items #8 & 9 - 3/23/77 - Files V.1090 & V.1091) in denying Variance Applications to reduce required lot size, required lot width and required side yard for certain property located at 1560 and 1582 Jackson Street, the Council proceeded to consider this matter. The Director of Planning and Inspection showed location map and plot plan, and cited the basis for Commission findings and denial. Councilman Texera inquired whether above proposed division of property could be accomplished with a Record of Survey, and was informed by Staff that above total property is zoned R3-36D and is developed with two single family homes, and a split of said property would result in two substandard sized lots. Attorney Anthony I. Escobar, representing the Executor of above-mentioned Estate, addressed the Council re the efforts being made to distribute above property to the heirs concerned, as per terms of the will. Councilman Stewart inquired whether the Probate Judge could split above property without City Council approval, and inquired whether a rezoning application can be initiated by the City to rezone above property from R3-36D to R-1. Attorney Escobar informed Council that he had not discussed any downgrading of zoning with the heirs. Councilman Texera cited the existing housing shortage problem, and commented in favor of splitting above property into two parcels. Attorney James Torre, representing one of the heirs (Mr. & Mrs. Don Murray), informed Council that certain members of above family desired to continue to live in above-mentioned dwellings, and stated that he saw no objection to rezoning above property R-1, but would consult the other heirs relative to their comments thereon. Councilman Texera suggested a continuance to allow above Attorneys to consult with their respective clients. It was moved by Councilman Texera, seconded by Councilman Stewart, that the Council continue the hearing on above-mentioned Variance Appeals to July 5, 1977, at 7 P.M., to permit further study and review by all parties concerned therein. Motion was approved by the Council.

This being the time and date previously set for the first public hearing on the proposed use of General Revenue Sharing Funds for fiscal year 1977/78, the Council proceeded to consider this matter. Council was informed by Staff that Notice of above hearing was published; and, the procedure requiring the holding of two hearings to receive citizen input was explained to the Council, with the final hearing to be heard concurrently with the total Budget for the City. Councilman Hansen made reference to the proposals submitted by the Staff for the use of the \$900,000 to be received by the City for fiscal year 1977/78, and inquired as to the source of funding for the proposed Quadplex Multipurpose facility to be located at the Mission Community College site, and was informed by the City Manager the funding for said project was to be included elsewhere in the total budget. Mr. David Parks (Mauricia Avenue) inquired as to the date of the next public hearing on above matter, and was informed by Staff that the date of said hearing was tentatively set for June 14, 1977 at 7 P.M. It was moved by Councilman Texera, seconded by Councilman Stewart, that the first public hearing on the proposed 1977/78 General Revenue Sharing Fund Budget be closed. Also, the above matter be referred to the Staff for appropriate action. Motion was approved by the Council.

This also being the time and date previously continued from the April 19, 1977 Council meeting for the hearing on the proposed adjustment of City's fees and charges, the Council proceeded to consider this matter. The City Manager summarized the status of above proposal to date, and made reference to letter (3/30/77) previously submitted by the Santa Clara Chamber of Commerce-Board of Directors, recommending that the Council not adopt the proposed fees and charges, and that actual costs incurred by the City be justified. A discussion was held by the Council re above matter. Councilman Texera expressed concern with the proposed \$25 charge for Architectural review. Councilwoman Street commented that she agreed with the recommendations of the Santa Clara Chamber of Commerce, and questioned the justification for increasing certain fees and charges by 100%; and also, inquired re the basis for increasing Electric Department reconnection charges from \$3.50 to \$10. The City Manager distributed copies of summary report setting forth a comparison of local fees and charges versus those in adjacent cities. Councilman Kiely suggested that the

MRD:BD 2-1-78

For benefit of the City of  
Santa Clara. Recorded free  
of charge under Section 6105  
of the Government Code.

5964644

D 552 PAGE 242

AGREEMENT

(COVENANT RUNNING WITH THE LAND)

3/14/78 THIS AGREEMENT, made this 20th day of February, 1978,  
by and between the CITY OF SANTA CLARA, California, a municipal  
corporation, hereinafter called "CITY", and "NORBERT R. SILVEIRA"

as executor on behalf of the estate of Mary S. Silva, hereinafter  
"OWNERS".

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS  
FOLLOWS:

WHEREAS, OWNERS are the owners of certain real property located  
at 1560 and 1582 Jackson Street, Santa Clara, California, which  
property is shown on 1977 Santa Clara County Property Tax rolls as  
Assessor's Parcel Nos. 224-26-047

and is hereinafter referred to collectively as "PROPERTY"; and,

WHEREAS, PROPERTY once was a single lot with approximately  
84.6 feet of frontage on Jackson Street; and,

WHEREAS, the single lot with the 84.6 foot frontage was zoned  
R3-36D; and,

WHEREAS, the CITY was willing to permit a lot split into two  
lots, each with substandard area and width, in order to expedite  
settlement of a probate estate; and,

WHEREAS, the CITY was willing to permit the split into two  
lots only if the OWNERS would be willing to assure the CITY that  
the density on the two lots would not be increased; and,

WHEREAS, the City Council permitted the OWNERS' variance  
request for a lot split, reduction in lot size, reduction in lot  
width, and reduction in side yard, on the basis that OWNERS would  
execute a covenant running with the land restricting OWNERS to the  
existing single story, single family dwellings, on each of the two  
lots (with no possibility of size addition, replaceable only by  
dwellings of similar size and character); and,

WHEREAS, it is further the intent of the parties hereto to  
bind all OWNERS of PROPERTY, present and future, their assigns and

S.C. #14628

MAR 27 1978

For benefit of the City of  
Santa Clara, Recorded free  
of charge under Section 6109  
of the Government Code.

D 532 PAGE 243

successors in interest, by giving notice that this agreement shall constitute a covenant running with the land, and it shall be binding upon all said OWNERS of PROPERTY, present and future, their assigns or successors in interest.

NOW, THEREFORE, IT IS HEREBY FURTHER AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Whenever the term "OWNERS" is used herein, it shall refer collectively to the OWNERS signing this agreement and/or their assigns or successors in interest.
2. OWNERS agree that the dwellings situated on said PROPERTY shall remain single story, single family residential dwellings, and that in the event that replacement is necessary, that the dwellings will be replaced with structures of similar residential character and with square footage that will not exceed the square footage of the currently existing structures.
3. Each and every covenant made by OWNERS and the CITY is made for the direct benefit of the hereinafter indicated respective lands or interest in lands held by the parties hereto, their assigns and/or successors in interest, and shall run with said respective lands or interests in lands and, if applicable, their responsibilities and burdens thereof are imposed on and shall run with said respective lands or interests in lands held by the parties hereto, their assigns or successors in interest.
4. The land of OWNERS which is benefitted by this agreement is the above mentioned PROPERTY.
5. The land of CITY which is benefitted by this agreement is Jackson Street, a public street owned by the CITY.

444

596964  
D 532 PAGE 242  
FILED FOR RECORD  
AT REQUEST OF  
CITY OF SANTA CLARA  
MAY 27 1 24 PM '78  
CLERK OF SUPERIOR COURT  
SANTA CLARA COUNTY  
REGISTERED IN RECORDS

For benefit of the City of  
Santa Clara. Recorded free  
of charge under Section 6108  
of the Government Code.

D 552 PAGE 244

6. This agreement shall be recorded by CITY in the Office  
of the County Recorder of Santa Clara County.

IN WITNESS WHEREOF, the parties hereto have executed this  
agreement in duplicate the date and year first above written.

ATTEST:

CITY OF SANTA CLARA  
a municipal corporation

*[Signature]*  
City Clerk

*[Signature]*  
Mayor

APPROVED AS TO FORM:

*[Signature]*  
Assistant City Attorney

*[Signature]*  
City Manager

The Estate of Mary S. Silva

*[Signature]*  
As Executor on Behalf of the Estate

(Attach copy of Probate Court Authorization)

STATE OF CALIFORNIA }  
COUNTY OF SANTA CLARA }

D 552 PAGE 245

On this 21st day of March, 19 78, before me,  
LILLIAN S. WILLIAMS, a Notary Public in and for the County of Santa Clara,  
State of California, residing therein, duly commissioned and sworn per-  
sonally appeared W. A. Gissler, D. R. Von Raesfeld and A. S. Belick  
known to me to be the Mayor, City Manager and City Clerk, respectively of  
the municipal corporation described herein, and that they executed the  
within instrument on behalf of the said municipal corporation therein named,  
and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County of Santa Clara the day and year in this certificate first  
above written.



*[Signature]*  
LILLIAN S. WILLIAMS  
Notary Public in and for the County of  
Santa Clara, State of California.  
My Commission expires July 21, 1979.

MAR 27 1978

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## COVENANT AGREEMENT

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of October, 1977, between the CITY OF SANTA CLARA, a municipal corporation of the State of California, hereinafter called "CITY" and NORBERT R. SILVEIRA, executor of the estate of MARY S. SILVA, deceased, hereinafter called "EXECUTOR".

## WITNESSETH

WHEREAS, there exists a single parcel of real property located in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

PORTION OF SUB LOT 19 as shown upon that certain Map entitled, "Map of the Town and Sub-Lots of Santa Clara, Santa Clara County, California, surveyed by J. J. Bowen, County Surveyor, July 1866, which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, in Book B of Maps, at page 103, and more particularly described as follows:

BEGINNING at a point on the Westerly line of Jackson Street distant thereto 144 feet Northerly from the point of intersection of the Northerly line of Clay Street with the Westerly line of Jackson Street; thence running Westerly and along the Northerly line of land conveyed by H. H. Warburton to C. H. Wilson by Deed dated January 27, 1899 and recorded January 28, 1899 in Book 215 of Deeds, page 512, 75 feet to a point on the Easterly line of land conveyed by H. H. Warburton, et ux, to Antone Freitas by Deed dated October 29, 1902 and recorded in Book 256 of Deeds, page 512; thence running Northerly and along said Easterly line of land so conveyed to Antone Freitas 6 inches to the Northeast corner of said land; thence running Westerly and along the Northerly line of said land and the Northerly line of land conveyed by H. H. Warburton et ux, to Mrs. Betty F. Lundin by Deed dated August 4, 1892 and recorded in Book 151 of Deeds, page 56, 198 feet to a point on the Westerly line of Sub Lot 19 in the City of Santa Clara; thence running Northerly and along the Westerly line of said Sub Lot 19, 84 feet; thence running Easterly and parallel with the Northerly line of Clay Street 273 feet to a point on the Westerly line of Jackson Street; thence running Southerly and along said Westerly line of Jackson Street 84.50 feet to the point of beginning.

WHEREAS, there currently exists on said parcel of real property two (2) single family residential structures, more commonly known as 1560 Jackson Street and 1582 Jackson Street, and that said structures are being used as single family residences; and

City of Santa Clara

For benefit of the City of  
Santa Clara. Recorded from  
of charge under Section 6100  
of the Government Code.

0 217 MAY 1978

WHEREAS, pursuant to an order of the Probate Department of the Superior Court of California, County of Santa Clara, in Case No. 92647, Estate of Mary S. Silva, deceased, entitled ORDER DETERMINING INTEREST IN ESTATE AND ORDER INSTRUCTING NORBERT R. SILVEIRA, EXECUTOR, the said parcel of real property described above has been ordered partitioned by said Executor so as to create separate and distinct parcels of real property out of the single parcel described above, each of which separate parcels contains one of the mentioned residential structures and encompassing approximately one-half of said parcel described above; and

WHEREAS, said Executor, on February 23, 1977, petitioned CITY to permit a variance from the provisions of Zoning Ordinance No. 1204 of the City of Santa Clara to permit substandard lot size, frontage, and side yard areas for each of said proposed separate parcels; and

WHEREAS, the Planning Commission of the City of Santa Clara denied said petition for variance on March 23, 1977; and

WHEREAS, EXECUTOR appealed said decision to the City Council of the City of Santa Clara; and

WHEREAS, the City Council of the City of Santa Clara voted to grant said variance on certain terms, conditions and restrictions, more fully set forth hereinafter.

NOW, THEREFORE, EXECUTOR AGREES, WARRANTS, AND COVENANTS, as follows:

FIRST: EXECUTOR will deliver or cause to be delivered to the City Council of CITY, or to the authorized agent of said Council, a letter signed by said EXECUTOR in his capacity and on behalf of the beneficiaries under the final order of distribution of the Estate of MARY S. SILVA, deceased, assuring said City Council that no objection or protest will be lodged with the CITY to the rezoning of the newly created parcels above from R3-36D to R-1



For benefit of the City of  
Santa Clara. Recorded free  
of charge under Section 6103  
of the Government Code.

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(single family residence);

SECOND: That the single family residential structures existing on the newly created parcels described above shall be retained as dwelling units and may be replaced only with dwellings of similar size and character;

THIRD: That EXECUTOR will deposit, or cause to be deposited, with the Planning Department of the CITY, all necessary plot maps or other descriptions of said parcels as may be from time to time required by said Planning Department;

FOURTH: Terms, conditions, and covenants set forth herein shall run with said parcels of real property and shall be binding on all parties having or acquiring any right, title, or interest in said parcels of real property, whether by grant, assignment or operation of law.

FIFTH: That failure to comply with the terms, conditions, and covenants set forth herein shall result in the revocation of the variance grant and shall entitle CITY to recover all expenses, including reasonable attorneys fees, incurred in any repair, restoration or rebuilding necessary to conform said parcels of real property to the zoning requirements and building code;

SIXTH: That this Agreement shall be recorded in the Office of the County Recorder of the County of Santa Clara.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CITY OF SANTA CLARA

[Signature]  
City Clerk

By: William A. Quinlan  
Mayor

APPROVED FOR FORM:

By: [Signature]  
City Manager

[Signature]  
City Attorney

[Signature]  
Norbert R. Silveira  
Executor of the Estate of  
Mary S. Silva, deceased

## STATE OF CALIFORNIA

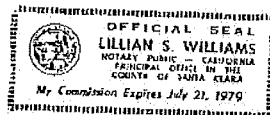
D 217 215380

County of Santa ClaraOn this 23th day of September in the year one thousand nine hundred and seventy-seven  
before me, SHIRLEY M. COLLINS, a Notary Public in and for the City andCounty of Santa Clara, State of California, residing therein,  
duly commissioned and sworn, personally appeared Norbert R. Silveiraknown to me to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same.IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the City and County of Santa Clara the day and year in this  
certificate first above written Shirley M. CollinsNotary Public in and for the City & County of Santa Clara  
State of California  
My Commission Expires April 5, 1979

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

SS

On this 4th day of October, 19 77, before me,  
LILLIAN S. WILLIAMS, a Notary Public in and for the County Santa Clara,  
State of California, residing therein, duly commissioned and sworn, per-  
sonally appeared William A. Gissler, D. R. Von Raesfeld and A. S. Belick  
known to me to be the Mayor, City Manager and City Clerk, respectively of  
the municipal corporation described herein, and that they executed the  
within instrument on behalf of the said municipal corporation therein named,  
and acknowledged to me that such municipal corporation executed the same.IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal in the County of Santa Clara the day and year in this certificate first  
above written.

Lillian S. Williams  
LILLIAN S. WILLIAMS  
Notary Public in and for the County  
of Santa Clara, State of California  
My Commission expires July 21, 1979

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DH D 217 215381

FILED FOR RECORD  
AT REQUEST OF  
City of Santa Clara  
Oct 18 11 46 AM '77  
OFFICIAL RECORDS  
SANTA CLARA COUNTY  
REGISTER & RECORDER

5917855



## Agenda Report

20-879

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on an Agreement for Services with Energy & Resource Solutions, Inc. for Commercial and Industrial Energy Audit and Rebate Management Services

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

In accordance with Public Utilities Code (PUC) Section 385 covering Public Benefits Charge (PBC) and the City's Public Benefits Program Policy Statement adopted by Council on May 12, 1998, staff developed energy efficiency programs to benefit Silicon Valley Power's (SVP) commercial and industrial customers. There has been a significant increase in pressure in the past several years from the legislature, California Energy Commission, and environmental agencies to boost the level of energy efficiency programs in municipal utilities, with recent legislation seeking to double the amount of energy efficiency achieved in California. Based on the load profile in the City, nearly all of the energy efficiency potential comes from the business customer class. Additionally, the City is required by state law to expend all PBC funds collected on appropriate energy efficiency, renewable energy, low-income, or new electric technology programs. Accordingly, SVP seeks to continue to enhance the business efficiency programs and add electrification programs to address the statewide greenhouse gas reduction goals.

The energy efficiency and conservation programs provide SVP's commercial and industrial customers with incentives and assistance in purchasing and installing energy efficient equipment. These programs also help the City implement energy efficiency measures and assist business customers in reducing their electric bills and peak energy requirements. The increased energy efficiency benefits the entire community and contributes toward meeting the City's Climate Action Plan goals. It also assists in achieving state-mandated energy efficiency goals for the electric utility.

The City has contracted with Energy and Resource Solutions, Inc. (ERS) since 2010 to manage SVP's business energy efficiency programs. ERS performs free energy audits for business customers, assists customers in identifying appropriate equipment for upgrades, verifies the eligibility of equipment for incentives, performs pre- and post-inspections of energy efficiency upgrades, assists with completion of rebate applications, and administers the Trade Ally Network for contractors participating in the utility's rebate programs. The current Agreement expires on November 30, 2020.

**DISCUSSION**

In April 2020, the City issued a Request for Proposals (RFP) for commercial and industrial energy audit and rebate management services, using the City's e-procurement system. A total of 93 companies viewed the RFP and the City received proposals from seven companies:

- AECOM Technical Services, Inc. (Oakland, CA)
- Cumming Management Group, Inc. (Sunnyvale, CA)
- Ecobility (Newmarket, ON)
- Energy and Resource Solutions, Inc. (North Andover, MA)
- Frontier Energy, Inc. (Oakland, CA)
- Nexant, Inc. (San Francisco, CA)
- TRC Companies (San Francisco, CA)

Evaluation: A three-member evaluation team was formed to evaluate the proposals. Each team member independently evaluated and scored the proposals.

Proposal Responsiveness: Staff determined all proposals were responsive and met the initial pass/fail review of the stated minimum qualifications.

Experience (35% weight): Each proposer's experience was considered including number of years providing commercial and industrial energy audit and rebate management services at agencies similar to the City of Santa Clara's.

Technical Capabilities (50% weight): Proposals were evaluated for a variety of factors including the proposers' approach to conducting energy audits, implementing energy savings measures, and reducing operating costs.

Cost (15% weight): Cost proposals were opened and scored at the end of the technical proposal evaluation.

Oral Presentations: In July 2020, the top three proposers, ERS, Frontier Energy, and Nexant, were invited to participate in oral interviews to demonstrate their knowledge and understanding of the City's requirements, and introduce key personnel who would be assigned to the project.

The evaluation results are summarized in the table below.

<b><u>Criteria</u></b>	<b><u>Maximum Points</u></b>	<b><u>ERS</u></b>	<b><u>Frontier Energy</u></b>	<b><u>Nexant</u></b>
Experience	35	29.4	27.1	27.5
Technical Capabilities	50	32.8	33.9	33.1
Cost	15	9.2	7.6	10.1
Totals	100	71.4	68.6	70.7

Award Recommendation: Staff recommends award of Agreement to ERS as the most advantageous and best value proposal per the evaluation criteria set forth in the RFP. Their proposal met or exceeded all of the RFP specifications, and their solution was rated superior in the following key areas:

- Extensive experience providing energy efficiency program management services in the state of California, as well as Evaluation, Measurement and Verification (EM&V) of energy efficiency programs. Additionally, ERS demonstrated that they are extremely knowledgeable about California's legislative and regulatory requirements regarding energy efficiency programs and calculation of energy savings.
- Understanding and use of the Technical Reference Manual used by public power utilities to determine energy savings claims for all energy efficiency measures in accordance with California's SB1037 reporting requirements.
- Demonstrated experience in conducting research on electrification measures for business customers and implementing those measures in Silicon Valley Power's service territory.
- Uniquely qualified to recommend and develop energy efficiency programs that can be brought to market quickly, which will supplement SVP's traditional energy efficiency programs and assist the City in reaching its Climate Action Plan goals.
- Broad experience implementing and evaluating energy efficiency programs across the country; ERS shall bring best practices in program design to Silicon Valley Power's program portfolio.

References were checked with Efficiency Maine Trust (Augusta, ME), City of Palo Alto Utilities (Palo Alto, CA), and Eversource CT (Berlin, CT). The references checked positive.

Notice of Intended Award: A Notice of Intended Award (NOIA) announcing the City's recommended vendor was published on July 16, 2020.

Term of Agreement: The initial term of the proposed Agreement will be nineteen months beginning on December 1, 2020 and ending on June 30, 2022. After the initial term, the City may exercise up to five one-year options to extend the Agreement, subject to the appropriation of funds.

Summary of Agreement: The Agreement with ERS includes provision of all labor, materials, and technical expertise to provide commercial and industrial energy audit and rebate management services. The proposed Agreement includes a detailed scope of services, and a compensation schedule tied to the successful performance of management tasks and meeting key performance indicators.

Cost Summary: For the 19-month period, compensation includes fixed pricing for energy efficiency program management fees, field services, and customer service tasks totaling \$1,419,300. Compensation also includes variable performance incentives, based on achieved energy savings and key performance indicators, not to exceed \$172,400. In addition, an estimated not-to-exceed amount of \$100,000 is included for additional services, such as engineering studies and custom energy audits for SVP's large customers, bringing the total compensation to \$1,691,700. The electric program manager will provide prior approval in advance of services being provided by ERS.

Pricing for the commercial and industrial energy audit and rebate management services is set forth in the table below.

<b>Commercial and Industrial Energy Audit and Rebate Management Services</b>	
Program Administration Services	\$141,930
Field Services	\$709,650
Customer Service	\$567,720
<b>Subtotal Fixed Pricing</b>	<b>\$1,419,300</b>
<b>Performance Incentives</b>	
Energy Savings: Small Business Customers	\$5,550
Energy Savings: Medium-sized Business Customers	\$12,950
Energy Savings: Large Business Customers	\$81,400
Key Performance Indicators	\$72,500
<b>Subtotal Performance Incentives</b>	<b>\$172,400</b>
<b>Additional Services</b>	<b>\$100,000</b>
<b>CONTRACT NOT TO EXCEED TOTAL (19-month term)</b>	<b>\$1,691,700</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(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

Total cost of the commercial and industrial energy audit and rebate management services, including contingency, shall not exceed \$1,691,700, inclusive of the \$100,000 for additional services, over the initial 19-month period.

The cost for the option years after the initial term shall be based on renewal quotes from ERS, however costs are not expected to exceed \$1,500,000 per option year.

The funding for seven months of payments (December 1, 2020 through June 30, 2021) is available in the Adopted FY 2020/21 Operating Budget in the Electric Operating Grant Trust Fund. Funding in the out years is subject to budget appropriations and will be incorporated into the budget development process for those years.

### **COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

1. Authorize the City Manager to execute an Agreement with Energy and Resource Solutions, Inc. for commercial and industrial energy audit and rebate management services, for an initial term starting on or about December 1, 2020 and ending on June 30, 2022 for total maximum amount not-to-exceed \$1,691,700, subject to the annual appropriation of funds;
2. Authorize the City Manager to execute up to five one-year options to extend the term of the Agreement after the initial term, ending June 30, 2027 assuming all options are exercised, subject to the annual appropriation of funds; and
3. Authorize the City Manager to add or delete services consistent with the scope of the agreements, and allow future rate adjustments subject to request and justification by contractor and approval by the City, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Agreement for Services with Energy and Resource Solutions, Inc.

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
ENERGY & RESOURCE SOLUTIONS, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, a chartered California municipal corporation (hereinafter "City") and Energy & Resource Solutions, Inc., A Massachusetts Corporation (hereinafter "Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the 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 City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D - Notice of Exercise of Option to Extend Agreement Form

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**

- A. 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 December 1, 2020 and expire on June 30, 2022.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to five (5) additional one-year terms through June 30, 2027 ("Option Periods"). City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. See Exhibit D for Notice of Exercise of Option to Extend Agreement Form

## **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 City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR- STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon 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, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement during the Initial Term is One Million Six Hundred Ninety-One Thousand Seven Hundred Dollars (\$1,691,700), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

**14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way 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 City 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 City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (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 City 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 City, insurance policies as set forth in Exhibit C.

**16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement

shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

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

City of Santa Clara  
Attention: Silicon Valley Power  
1500 Warburton Avenue  
Santa Clara, CA 95050  
svpcontracts@santaclaraca.gov, jcoleman@santaclaraca.gov, and  
manager@santaclaraca.gov

And to Contractor addressed as follows:

Energy & Resource Solutions, Inc.  
Attention: Gary Epstein  
120 Water Street, Suite 350  
North Andover, MA 01845  
(978) 521-2550  
gepstein@ers-inc.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

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

**23. SEVERABILITY CLAUSE**

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

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

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

Approved as to Form:

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

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

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

"CITY"

**ENERGY & RESOURCE SOLUTIONS, INC.**

A Massachusetts Corporation

Dated: 9/22/2020  
By (Signature): [Signature]  
Name: Gary Epstein  
Title: President  
Principal Place of Business Address: 120 Water Street, Suite 350  
North Andover, MA 01845  
Email Address: gepstein@ers-inc.com  
Telephone: (978) 521-2250  
Fax: \_\_\_\_\_

"CONTRACTOR"

## **EXHIBIT A SCOPE OF SERVICES**

### **1. GENERAL**

- 1.1.** Contractor shall provide business energy efficiency program management services.
  - 1.1.1.** Contractor shall manage the business energy efficiency and electrification programs provided by SVP.
  - 1.1.2.** Contractor shall provide commercial and industrial energy audit and rebate management services.
- 1.2.** Contractor shall be responsible for developing methods to enhance the effectiveness of the City's existing energy efficiency programs, as well as implementing new programs to achieve cost savings.
- 1.3. City Resources**
  - 1.3.1.** City will provide four (4) cubicles for on-site Contractor staff. The City will provide one computer with access to the utility billing system and the SVP network in order to access customer energy consumption.
  - 1.3.2.** The City shall also provide access to a copy machine/scanner. All other supplies are provided by the contractor.

### **2. PROGRAM ADMINISTRATION**

- 2.1.** Contractor shall provide program administration services, including but not limited to:
  - 2.1.1.** Administering SVP's standard and custom rebate programs;
  - 2.1.2.** Implementing energy efficiency programs;
  - 2.1.3.** Tracking and reporting on program performance;
  - 2.1.4.** Processing customer applications;
  - 2.1.5.** Providing data management services;
  - 2.1.6.** Managing and maintaining SVP's Monitoring and Verification (M&V) Tool Library. SVP is responsible for the cost of calibration of equipment.
  - 2.1.7.** Participating in the evaluation of bids including, but not limited to, bids for energy efficiency projects to help customers select a product that meets the City's requirements for rebate eligibility; and
  - 2.1.8.** Providing monthly reports.



### **3. FIELD SERVICES**

- 3.1. Contractor shall perform field services, including but not limited to:**
  - 3.1.1. Conducting on-site standard energy audits (energy surveys);**
    - 3.1.1.1. Standard audits shall consist of an inventory of the energy-consuming equipment in the facility (including but not limited to lighting, HVAC, motors, variable frequency drives (VFDs), food service equipment, etc.), and providing recommendations for energy efficiency retrofits.**
  - 3.1.2. Conducting pre- and post-inspections;**
  - 3.1.3. Conducting energy usage and savings analyses;**
  - 3.1.4. Providing financial analysis including payback period, return on investment (ROI), etc.;**
  - 3.1.5. Preparing customer energy audit reports;**
  - 3.1.6. Providing design assistance services; and**
  - 3.1.7. Conducting customer outreach.**

### **4. CUSTOMER SERVICE**

- 4.1. Contractor shall provide customer service, to include but not be limited to:**
  - 4.1.1. Assisting customers with identifying and implementing energy efficiency measures, and understanding program offerings;**
  - 4.1.2. Proactively develop relationships with customers that result in increased customer satisfaction and program participation;**
  - 4.1.3. Providing program support and technical assistance to help ensure that customers successfully take advantage of SVP energy efficiency rebates;**
  - 4.1.4. Serving as the basic point of communication with the commercial customers for all business energy efficiency and electrification programs;**
  - 4.1.5. Responding to customer inquiries regarding the audit / rebate program, and handling and responding to field vendor inquiries;**
  - 4.1.6. Providing program education to business customers and vendors;**
  - 4.1.7. Addressing questions and/or queries regarding website, surveys, rebates, etc.;**
  - 4.1.8. Evaluating claims on energy savings by customers or vendors;**
  - 4.1.9. Validating M&V data for custom and third-party rebates; and**

- 4.1.10.** Issuing customer satisfaction surveys after each rebate project, and forwarding all survey responses to SVP's program manager upon receipt.

## **5. AD HOC SERVICES**

- 5.1.** Contractor shall perform ad hoc services as needed.
- 5.2.** Ad hoc services shall include, but not be limited to, custom audits for SVP's large customers.

### **5.2.1. Custom Audits**

- 5.2.1.1.** Contractor shall perform custom energy audits, as needed, for SVP's largest customers. The audits shall be comprehensive energy studies that are tailored to meet the specific customer's informational and strategic energy planning requirements.
- 5.2.1.2.** Custom audits typically consist of a comprehensive site survey, in-depth energy analysis (costs, savings, ROI, etc.), spot metering, system-specific evaluation and preparation of a customized report.

## **6. WORK PLAN**

- 6.1.** Prior to the start of each Agreement term, including option years, Contractor shall submit a proposed work plan to SVP for review and approval.
- 6.2.** The work plan shall include a description of the services to be provided by Contractor during the stated term (statement of work), proposed Contractor staffing, and pricing for the services included in the work plan.
- 6.3.** Contractor shall not perform any services until the work plan has been approved by SVP. SVP shall not unreasonably withhold approval.

## **7. STAFFING RESPONSIBILITIES**

- 7.1.** The Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the management of the City's energy efficiency program.
- 7.2.** Contractor shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well-groomed, and courteous, and who can act in the utmost professional manner when interacting with customers and the general public.
- 7.3.** Contractor shall ensure the following employment standards for all employees (including subcontractors) are complied with and enforced throughout the term of this Agreement.
  - 7.3.1.** United States of America citizenship or verified legal alien status

- 7.3.2.** At least eighteen (18) years of age.
- 7.3.3.** Sufficiently fluent in English.
- 7.3.4.** No known criminal background or record of conviction for other than minor vehicle code/traffic violations.
- 7.3.5.** Possession of a current, valid U.S. driver's license permitting operation of a two-axle vehicle.

**EXHIBIT B**  
**SCHEDULE OF FEES**

1. The maximum amount of compensation to be paid to Contractor during the Initial Term shall not exceed One Million Six Hundred Ninety-One Thousand Seven Hundred Dollars (\$1,691,700). The maximum compensation shall be paid at the rates listed in Table B1- Maximum Compensation below.

**Table B1 – Maximum Compensation**

<b>Description</b>	<b>Cost</b>
Fixed Costs	\$1,419,300
Performance incentive – energy savings	\$99,900
Performance incentive – key performance indicators	\$72,500
Ad Hoc Services	\$100,000
<b>GRAND TOTAL</b>	<b>\$1,691,700</b>

**2. Compensation Structure**

**2.1. Fixed Costs**

- 2.1.1. City shall pay Contractor monthly fixed costs in accordance with the at the rates listed in Table B2- Fixed Costs below.

**Table B2 – Fixed Costs**

<b>Task</b>	<b>Description</b>	<b>Monthly Fee</b>	<b>Extended Cost (19 months)</b>
1	Program Administration	\$7,470	\$141,930
2	Field Services	\$37,350	\$709,650
3	Customer Service	\$29,880	\$567,720
	<b>GRAND TOTAL</b>	<b>\$74,700</b>	<b>\$1,419,300</b>

**2.2. Performance Incentives**

**2.2.1. Energy Savings**

- 2.2.1.1. Contractor shall be paid performance incentives for energy savings achieved from completed projects.

**2.2.1.2.** The energy savings goals are gross savings before any net savings impacts are applied. Energy savings counted toward achieving goals include all business energy efficiency program projects completed during the performance period.

**2.2.1.3.** Contractor shall be paid energy savings performance incentives in accordance with Table B3 below. Total incentive payments shall be capped at \$99,900 for the Initial Term.

**Table B3 – Performance Incentives: Energy Savings**

<b>Project Category</b>	<b>Gross Savings Goal (MWh)</b>	<b>Incentive Rate (\$/MWh)</b>	<b>Performance Incentive</b>
Small business customers, less than 200 kW	1,500	\$3.70	\$5,550
Medium-sized business customers, equal to and greater than 200 kW, less than 1 MW	3,500	\$3.70	\$12,950
Large business customers, 1 MW and greater	22,000	\$3.70	\$81,400
<b>Total</b>	<b>27,000</b>		<b>\$99,900</b>

**2.2.2. Key Performance Indicators**

**2.2.2.1.** Performance incentives for achieving key performance indicators shall be paid to Contractor in accordance with Table B4 below.

**2.2.2.2.** Total payments for achieving key performance indicators shall be capped at \$72,500 for the Initial Term.

**Table B4 – Performance Incentives: Key Performance Indicators**

<b>KPI</b>	<b>Goal</b>	<b>Notes</b>	<b>Incentive Rate</b>	<b>Maximum Incentive</b>	<b>Payment Schedule</b>
Number of outreach contacts who become rebate participants	60	Number of customers targeted in outreach campaigns who become rebate program participants. Non-direct install customers who we have actively been working with or discussing projects within the last previous 12 months will not count towards the goal.	\$175 per participant	\$10,500	Monthly
Time outside of office conducting outreach from 12/1/20 through 6/30/21*	600	Percent of hours spent conducting customer acquisition activities. It includes the initial site visit, phone calls, and follow up until the customer expresses an interest in participating in the rebate program. It excludes time spent on energy audits, reviewing contractor bids or assisting with equipment selection.	\$360 per percent of goal hours completed	\$36,000	July 2021
Time outside of office conducting outreach from 7/1/21 through 6/30/22*	1,350	Percent of hours spent conducting customer acquisition activities. It includes the initial site visit, phone calls, and follow up until the customer expresses an interest in participating in the rebate program. It excludes time spent on energy audits, reviewing contractor bids or assisting with equipment selection.	\$210 per percent of goal hours completed	\$21,000	Monthly
SVP staff satisfaction survey	5	Survey of SVP staff (KCRs and SVP program manager), based on a rating of 1 to 5, with 5 being very	\$5,000 if rating exceeds 4	\$5,000	July 2022

		satisfied. The survey will measure ERS performance related to on-time deliverables, customer complaint resolution, and overall level of service provided by ERS.			
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\*If a COVID-19 triggering event occurs, then the metric may be modified to count hours engaging customers via phone calls and virtual meetings. A triggering event is defined as a health order issued by either the State, County of Santa Clara, or the City of Santa Clara that shuts down construction activities, or a Silicon Valley Power management decision to no longer allow site visits due to COVID-19 health concerns.

### **2.3. Ad Hoc Services**

- 2.3.1.** The City may require Contractor to perform ad hoc services including, but not limited to, custom audits.
- 2.3.2.** In the event the City requires additional services, Contractor shall provide a written quotation, at no cost to the City, of the type of service(s) requested and the time and cost required. Contractor shall not perform any additional services without receiving written approval from the City
- 2.3.3.** Contractor shall be paid for completed ad hoc services in accordance with Table B5 below. The total amount paid for ad hoc services shall not exceed \$100,000 during the Initial Term.

**Table B5 – Hourly Rates**

<b>Position</b>	<b>Hourly Rate</b>
Administrative Support	\$80/hour
Administrative	\$95/hour
Energy Analyst/Coordinator	\$125/hour
Project Engineer I, Project Consultant I	\$150/hour
Project Engineer II, Project Consultant II	\$160/hour
Senior Engineer/Consultant	\$170/hour
Managing Engineer/Managing Consultant	\$200/hour
Associate Director	\$205/hour
Director	\$210/hour
Officer/Principal Consultant	\$230/hour

Senior Director	\$230/hour
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### **3. Invoicing**

- 3.1.** Contractor shall submit to the City a monthly invoice by the fifteenth (15th) day of each month, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 3.2.** Each invoice shall include the task costs for the previous month.
- 3.3.** If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.

### **4. Payment to Contractor**

- 4.1.** The City shall review the invoice submitted by Contractor and within ten (10) working days of receipt of the invoice, the City shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.2.** If there are no discrepancies or deficiencies in the submitted invoice, City shall submit payment to Contractor within thirty (30) days of the date of the invoice.

### **5. Renewal Period Compensation**

- 5.1.** Pursuant to Section 2.B of the Agreement, the City reserves the right to extend the term of this Agreement for five (5) additional one-year terms ("Option Periods") for ongoing business energy efficiency program management services.
- 5.2.** Contractor shall provide to the City a quote for the services to be performed during the option period. Contractor shall not perform any services until the City has provided written approval.



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subContractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

## H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.  
City of Santa Clara, Parks and Recreation Department  
P.O. Box 100085 – S2 or 1 Ebix Way  
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

## **I. QUALIFYING INSURERS**

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D  
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

<b>AGREEMENT TITLE:</b>	
<b>CONTRACTOR:</b>	
<b>DATE:</b>	

*(Date the notice is sent must be consistent with the time for exercise set forth in Agreement)*

Pursuant to Section \_\_\_ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

<b>OPTION NO.</b>	<b># of #</b>
-------------------	---------------

**NEW OPTION TERM**

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section \_\_\_ of the Agreement the rates of compensation are hereby adjusted as follows:

(use attachment if necessary)

<b>MAXIMUM COMPENSATION for New Option Term:</b>	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

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

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

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

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



## Agenda Report

20-1010

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on Funding Request from Santa Clara Firefighter's Foundation for 2020 Virtual Firehouse Run

#### COUNCIL PILLARS

Enhance Community Sports and Recreational Assets and Enhance Community Engagement and Transparency

#### BACKGROUND

The Santa Clara Firefighter's Foundation (Foundation) was established in 2002 as a 501(3)C nonprofit organization to promote the welfare of the community by providing services and support to youth, seniors, disabled, and disaster victims. Over the years, the Foundation has made significant financial contributions and volunteered thousands of hours of mentorship and community engagement to the Santa Clara community.

The Firehouse Run (Run) is an annual family friendly fundraiser event hosted by the Foundation to raise funds for the Santa Clara Schools Foundation. As noted in the attached Funding Request (Attachment 1) from the Foundation, the goal and community benefit of the annual event is to raise funds to benefit Santa Clara school children and provide them with resources they may not otherwise have access to. In the past five years, the Run has generated over \$100,000 for the Santa Clara Schools. In 2019, the Foundation provided nearly \$28,100 in grants to the Santa Clara School Foundation, benefitting over 6,000 students (Attachment 2). In addition, the Run allows for members of the Fire Department to interact with the community and continue to develop and strengthen the relationship between the Fire Department and the residents.

Since 2018, the Foundation has been the recipient of a grant for the annual Firehouse Run through the City's Community Grants Program. In 2018 and 2019, the Foundation was awarded grants of \$10,000 to cover the costs of City and Caltrans permits and services, as well as external traffic management.

This year, the Foundation approached the City with a request for funding for a virtual Firehouse Run in December.

#### DISCUSSION

The purpose of the Community Grants Program is to award grants for events, activities and competitions that provide a public benefit for the City of Santa Clara and its residents, thus providing an opportunity for Santa Clara residents to attend events, celebrate and build community. Due to the COVID-19 pandemic and Public Health Order restrictions on public gatherings, the City has temporarily suspended the Community Grants Program for special events, including virtual events. While virtual events could be compliant with Public Health Orders, it is difficult to discern how such

individual events may celebrate and build the Santa Clara community.

However, the Santa Clara-focused mission of the Foundation has shown continued support for the Santa Clara community during the COVID-19 pandemic, including delivering meals to homebound seniors every Friday since March 2020 for the City's Healthy Meals program. This service from the Foundation allowed the City's homebound seniors to have food security during this public health and economic crisis.

This year, due to the COVID-19 pandemic, the Foundation decided to proceed with Firehouse Run in a virtual format (Attachment 3) to raise funds for the Santa Clara Schools Foundation and engage the community in an activity while following the State and local County Public Health Orders. The Funding Request provides an overview of the virtual Run which will encourage participants to run, jog, or walk 5k (3.1 miles) between December 5 and December 20, 2020, at a location that is convenient for the participants. Participants will be able to submit their completed time via an online platform.

The Foundation is requesting a grant of \$10,000 to fund marketing, recognition and merchandise costs as outlined in the table below:

Description	Estimated Cost
Marketing & Advertisement ( <i>San Jose Mercury News, Patch, Google and Facebook</i> )	\$4,000
Recognition and Merchandise (costs to mail merchandise to participants unable to pick-up items in person, costs for t-shirts and medals)	\$6,000
<b>Total</b>	<b>\$10,000</b>

Additionally, the Foundation is requesting for in-kind communications and promotional outreach support for the virtual run, which includes promoting the event on the City's communication channels, social media, Mission City Scenes Utility Bill insert, and the Inside Santa Clara newsletter.

### **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 \$10,000.

The Non-Departmental budget has funds available in its community grants allocation to pay for the grant 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 fund 2020 Virtual Firehouse Run in the amount of \$10,000 through the community grants program.

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Firefighter's Foundation Funding Request
2. 2019 Firehouse Run Support Grants and Number of Students Served
3. 2020 Virtual Firehouse Run Event Flyer

**From:** [Chris Eichhorn](#)  
**To:** [Jennifer Acuna](#)  
**Cc:** [Lukas Lerner](#); [Bryant](#)  
**Subject:** The Firehouse Run- Grant Request  
**Date:** Wednesday, October 7, 2020 12:17:42 AM  
**Attachments:** [2019FirehouseRun\\_Grants&StudentsServed.docx](#)  
[PDF 2020 TFHR flyer.pdf](#)

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To whom it may concern,

The Firehouse Run is a non-profit event hosted by the Santa Clara Firefighters' Foundation that raises money for the Santa Clara Schools Foundation. Each year, its goal is to raise as much money as possible to benefit the school children in the local community and provide them with resources they may not otherwise have access to. In the previous 5 years, the run has generated over \$100,000 dollars for this goal as well as providing a family friendly event for all participants to enjoy. In addition, it allows for members of the fire department to interact with the community and continue to develop and strengthen the relationship between those who serve the citizens and the community members themselves.

This year, in order to keep our community safe, the Santa Clara Firefighters Foundation will be hosting a virtual Firehouse Run. The goal of the event is to still encourage participation and support of our schools in a way that is both engaging and fun while eliminating the community health risk of an in person event. Participants will be encouraged to run, jog or walk 5K between December 5<sup>th</sup> and December 20<sup>th</sup> at a location that is convenient for them and then submit their time online. Participants can go to the park to run, or run on a treadmill at home. In years past, we have had around 1000 participants and with the support of the city, we hope to be able to continue the event's momentum and have a similar turnout.

Due to COVID-19, our primary method's of outreach to participants are now required to be virtual. Instead of establishing a booth at local community events, such as the Art and Wine festival we will be reaching out to past and future participants through social media, news platforms and other easily accessible methods that individuals can access from the safety and comfort of their own home. To accomplish this, we are graciously asking for the City of Santa Clara's support in providing the funds for the following Items.

San Jose Mercury News advertisement: \$485

Patch Advertisement: \$1000-1,500

Google Advertisement: \$1000

Facebook Advertisement: \$1000

Additionally, we are hoping to use the City of Santa Clara's method's of communication to reach all of its citizens. We would appreciate if the city would use its digital methods of communication and reach out to the community through the social media channels it has established as well. We would like to create a have an insert into all Utility Bills and the city

newsletter. This will hopefully help reach other community members we aren't able to reach digitally.

Another option that would provide our participants the flexibility to participate in this year's event is for us to mail merchandise to those who cannot pick up T-Shirts or medals. The cost to mail our participants their merchandise would be approximately *\$1000*.

Lastly, In order to provide our schools foundation with as much funding as possible, we are hoping to receive funding for the T-shirts and Medals that are provided to our participants. We are requesting approximately *\$5000* to provide the number of T-shirts we are expecting to order.

We have attached last year's donation amount and how it was used by the Santa Clara Unified Schools. Last year alone, \$28,000 benefited over 6,000 students. You can also see there is a PDF version of our event and the official website is [www.thefirehouserun.com](http://www.thefirehouserun.com) .

In total, we are requesting roughly *\$10,000* in order to help continue to make this event possible and help support the Santa Clara Schools Foundation.

With gratitude,

The Firehouse Run



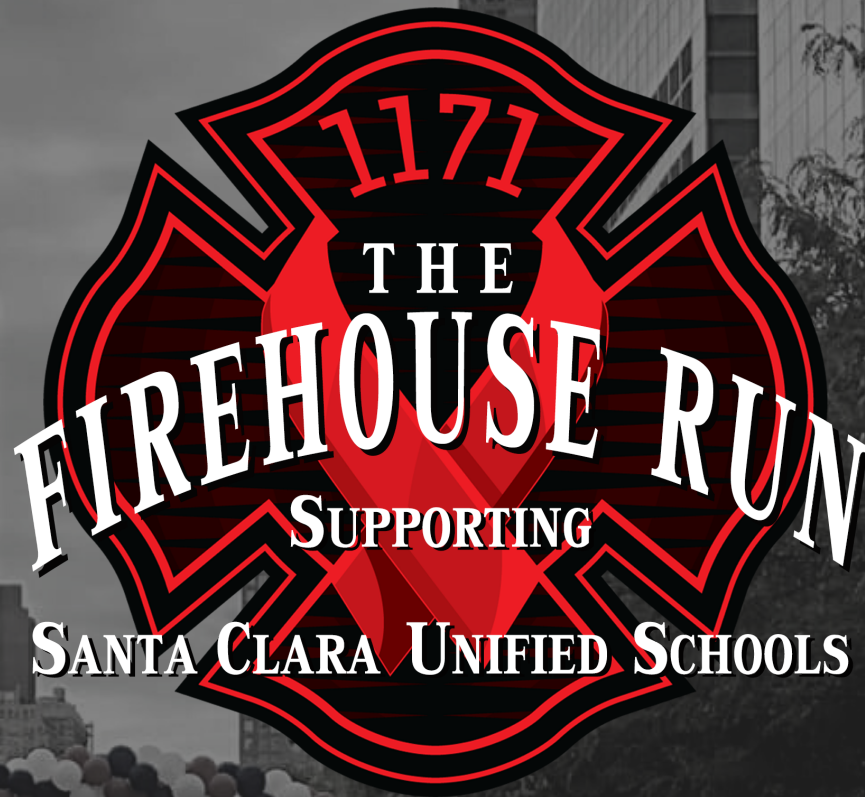
## 2019 Firehouse Run Supported Grants and Number of Students Served

School	For	Amount
Bowers Elementary	Foreign Language Books for Kindergarten – Second Grade	DC \$ 108.42 <b>22 students per year</b>
Bracher Elementary	4 Dash Robots to help Third Grade Students learn Computer Coding and Engineering	DC \$ 638.52 <b>25 students per year</b>
Braly Elementary	Second Grade Field Trip to Marine Science Institute	\$ 500.00 <b>72 students</b>
Briarwood Elementary	Second Grade Field Trip to California Academy of Sciences	\$ 700.00 <b>55 students</b>
Briarwood Elementary	STEAM Materials for Second Grade Students to create and grow as Innovators	DC \$ 443.31 <b>25 students</b>
Central Park Elementary	First Grade Field Trip Expenses to Oakland Zoo	\$ 1,000.00 <b>96 students</b>
Hughes Elementary	Legos Mindstorm Kits for 3 <sup>rd</sup> – 5 <sup>th</sup> Grade Students to learn Robotics in Shark Bot Club	DC \$ 1,831.90 <b>25 students per year</b>
Laurelwood Elementary	10 Sphero BOLT Robotic Kits for Fifth Grade Students to learn Coding	DC \$ 1,452.78 <b>100 students per year</b>
Laurelwood Elementary	Two Garden Boxes, Soil and Plants for five First Grade Classes	\$ 820.00 <b>120 students</b>
Mayne Elementary	<b>Science, Technology, Engineering and Math</b> Activity Kits for Kindergarten Students	DC \$ 106.60 <b>25 students</b>
Millikin Elementary	STEAM Activities and Materials For First Grade Students	DC \$ 505.99 <b>24 students</b>
Montague Elementary	“Bots for Tots” – Educational Kits, Games and Robots for 1 <sup>st</sup> and 2 <sup>nd</sup> Grade Students	DC \$ 285.17 <b>24 students per year</b>
Montague Elementary	Third Grade Field Trip Expenses to Lawrence Hall Of Science	\$ 900.00 <b>52 students</b>
Montague Elementary	Reading Nook and Sensory Area for Special Needs Students in K – 1 <sup>st</sup> Grade	\$ 501.35 <b>10 students per year</b>
Pomeroy Elementary	Toner Cartridges for Laser Printer so First Grade Students can Publish their Books	DC \$ 592.53 <b>60 students</b>
Pomeroy Elementary	Admission Fees for 80 TK and Kindergarten Students to visit Oakland Zoo	\$ 800.00 <b>80 students</b>
Ponderosa Elementary	STEAM Kits to teach Special Needs Students Social Skills while using Design Tools	DC \$ 335.65 <b>30 students</b>
Ponderosa Elementary	Flexible Tools and Sensory Seating For a Special Needs Classroom	DC \$ 600.44 <b>15 students per year</b>
Scott Lane Elementary	STEAM Materials and Flexible Furniture for Kindergarten Classes	\$ 350.00 <b>45 students per year</b>
Scott Lane Elementary	Books, STEAM Activities and Materials, Art Materials and Furnishings for Kindergarteners	DC \$ 550.63 <b>45 students per year</b>
Scott Lane Elementary	Books for First Grade and Special Needs Students for use in Classroom and at Home	DC \$ 564.05 <b>26 students per year</b>

School	For	Amount
Sutter Elementary	Hands-on Tools and Games to practice Math Skills	DC \$ 374.81 <b>25 students per year</b>
Sutter Elementary	Flexible Seating Desk and Laptop Stand for use in Fourth Grade Classroom	DC \$ 148.53 <b>30 students per year</b>
Westwood Elementary	Science and Math Books and Games for Classroom use by Pre-Schoolers	DC \$ 231.82 <b>22 students per year</b>
Don Callejon K - 8 School	Building Materials for 9 School-wide Garden Beds, Drip-line Irrigation System and Storage	\$ 3,000.00 <b>1,000 students per year</b>
Don Callejon K – 8 School	Materials to Stock a Makers Space Cart for Kindergarten Classes	\$ 500.00 <b>55 students</b>
Buchser Middle	STEM Materials and Technology to teach Podcasting Skills and Computer Coding	DC \$ 949.83 <b>260 students per year</b>
Cabrillo Middle	Clean-up Tools to keep Engineering Design Areas Neat and Safe	DC \$ 35.56 <b>60 students per year</b>
Peterson Middle	Vocational Work Skills Training Sets, Furniture and Storage for Special Needs Students	DC \$ 1,602.00 <b>60 students per year</b>
Peterson Middle	Flexible Seating Furniture for Special Needs Students	DC \$ 373.16 <b>60 students per year</b>
Peterson Middle	Boxing and Workout Equipment for Sixth Grade PE Classes	DC \$ 339.48 <b>96 students per year</b>
Wilcox High	Ninth Grade Field Trip Expenses to Oakland Zoo	\$ 875.00 <b>17 students</b>
Wilcox High	Field Trip Expenses for 147 Biology Students to go on Whale Watching Excursion	\$ 500.00 <b>147 students</b>
Wilson High	Cameras and Publication Expenses To Produce Class Yearbooks	\$ 1,500.00 <b>50 students</b>
SCUSD	To Support the District-wide GAINS Program for Middle and High School Girls	\$ 2,500.00 <b>350 students</b>
SCUSD	Project-Based Learning Site Licenses for up to 100 Teachers at 4 Middle Schools	\$ 1,499.00 <b>3,000 students per year</b>
<b>21 Schools +2 District-wide</b>	<b>Total Funding = \$28,016.53</b>	<b>6,208 students served</b>



SANTA CLARA FIREFIGHTERS' FOUNDATION



*VIRTUAL EVENT 2020*

DECEMBER 5-20

**5K WALK OR RUN**



**City of  
Santa Clara**

The Center of What's Possible

THE FIREHOUSE RUN IS A COMMUNITY 5K WALK OR RUN EVENT ESTABLISHED TO SUPPORT SANTA CLARA UNIFIED SCHOOLS. WE INVITE FAMILIES, FIRST TIME RACERS, ELITE RUNNERS, AND EVERYONE IN BETWEEN!



**Santa Clara  
Firefighters  
Foundation**

CHARITY • COMMUNITY • COMPASSION



**Santa Clara Unified  
School District**



**Santa Clara  
University**



@THEFIREHOUSERUN

FOR QUESTIONS EMAIL THEFIREHOUSERUN@GMAIL.COM

REGISTER AT  
**WWW.THEFIREHOUSERUN.COM**



## Agenda Report

20-757

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on the 2019 Power Source Disclosure Reports and Power Content Label

#### COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

#### BACKGROUND

The Power Source Disclosure (PSD) program was established by Senate Bill (SB) 1305 (Stats. 1997, ch. 796) in an effort to provide retail electricity consumers “accurate, reliable, and simple to understand information on the sources of energy that are used to provide electric services.”

In 2016, the California Energy Commission (CEC) adopted modifications to the regulations to incorporate statutory changes to program rules and reporting requirements as required by Assembly Bill (AB) 162 (Stats. 2009, ch. 313) and AB 2227 (Stats. 2012, ch. 616). AB 1110 (Stats. 2016, ch. 656) modified the PSD Program and Power Content Label by requiring retail suppliers to disclose the greenhouse gas (GHG) emissions intensity (the rate of emissions per unit of electricity) associated with each electricity portfolio beginning in 2020 for the 2019 reporting year. AB 1110 also required the CEC among other things, to determine a format for disclosing unbundled renewable energy credits (RECs) as a percentage of annual retail sales.

The law requires that electricity retail suppliers, like the City of Santa Clara’s Electric Department, dba Silicon Valley Power (SVP), disclose to customers which types of resources are used to generate the electricity being sold to them. SVP is required to use the format developed by the CEC called the Power Content Label (PCL). As part of this reporting, SVP is required to submit a detailed report of SVP’s resource mix per energy product offered to the public as part of the Power Source Disclosure (PSD) report.

The disclosure requirements are intended, in part, to address concerns about protecting consumers from misleading and fraudulent promotional efforts. The PCL, which resembles nutrition labels, with a breakdown of energy sources such as solar, wind, geothermal, nuclear, large hydroelectric, and natural gas. For comparison, the labels include a summary of California’s energy mix, which is called total system power.

As of May 15, 2020, the CEC guidelines now allow the governing body of a publicly owned electric utility to submit an attestation of the veracity of each annual report and power content label per section 1394.2(2). The electricity that SVP provides to its customers meets this standard.

**DISCUSSION**

SVP served the City's residential load with a 100% Carbon-Free and renewable energy mix comprising of large hydro, solar and wind. SVP's 2019 overall resource mix is more concentrated in renewable and hydroelectric resources than the statewide energy mix. California eligible renewable resources are biomass and waste, geothermal, solar, small-hydroelectric under 30 MW capacity, and wind. SVP's 2019 non-residential power mix consists of 39.3% renewable resources, compared to 31.7% for the statewide mix. This fully accounts for all sales of renewable energy made to other utilities and the grid. With the inclusion of large hydroelectric generation over 30 MW capacity, SVP's 2019 power mix is 65.2% greenhouse gas (GHG) free, compared to 55% for the California statewide mix.

Beginning in 2020 for the 2019 reporting year, CEC requires retail suppliers to disclose both the GHG emissions intensity associated with each electricity portfolio and the unbundled Renewable Energy Credits (RECs) as a percentage of annual retail sales. The CEC also requires SVP to include Santa Clara's Green Power Program as a product on the Power Content Label as of reporting year 2018. This is a voluntary program that does not directly deliver energy to the retail customers and has no impact on SVP's delivered energy.

Information reported in the Power Content Label is the SVP operating data for City-owned power plants, generation plants operated by the Northern California Power Agency, and Power Purchase agreements. For other specific energy resources, SVP uses information from invoices and RECs that are accounted for in SVP's Western Renewable Energy Generation Information System (WREGIS) account. For those agencies or utilities where a specific generation source (i.e. wind, solar, geothermal, hydro, coal, natural gas, etc.) could not be identified, per the guidelines, staff must assign these resources as "unspecified source of power".

A notice of PCL availability and link to the SVP website was published on customers' electric utility bill in August/September and will be published on the Silicon Valley Power website. The PCL will be used in other publications and marketing materials as needed.

The completed State of California forms for the Power Source Disclosure Report documents are attached. The PCL attachment compares SVP's PCL standard mix, residential customer mix, and the Santa Clara Green Power program to the State of California's overall PCL mix. The Annual Report to the CEC Year Ending December 31, 2019 and Attestation Form attachment includes the CEC required Schedule 1 "Procurements and Retail Sales" and Schedule 3 "Annual Power Content Label Data" that contains a detailed list of electrical resources and the Power Source Disclosure attestation for each product SVP delivers.

The CEC reporting requirements requires the attestation by the City Manager on behalf of the City Council for all of the power source disclosure and the standard SVP energy product. The CEC requirements require a third-party auditor to attest to the other SVP products to our customers.

**ENVIRONMENTAL REVIEW**

This action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b (5)) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.



**FISCAL IMPACT**

There is no economic or fiscal impact with the exception of staff time in preparing this report.

**COORDINATION**

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

**PUBLIC CONTACT**

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

**RECOMMENDATION**

Adopt a Resolution approving the attestations of the veracity of the 2019 Power Source Disclosure Reports and the Power Content Label for submission to the California Energy Commission.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Resolution
2. 2019 Power Content Label
3. Power Source Disclosure Report - Green Power National Mix - with Attestation
4. Power Source Disclosure Report - Green Power Standard Mix - with Attestation
5. Power Source Disclosure Report - Non-Residential - with Attestation
6. Power Source Disclosure Report - Residential - with Attestation

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

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
APPROVING AND ATTESTING TO THE VERACITY OF THE 2019  
POWER SOURCE DISCLOSURE REPORT AND THE  
SUBMISSION OF THE REPORT TO THE CALIFORNIA ENERGY  
COMMISSION**

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

**WHEREAS**, the City of Santa Clara owns and operates a publicly owned utility subject to certain laws and requirements of the State Legislature;

**WHEREAS**, Senate Bill 1305 was adopted in 1997, establishing the California Energy Commission (CEC) Power Source Disclosure (PSD) program to provide “accurate, reliable, and simple-to-understand information on the sources of energy, and the associated emissions of greenhouse gases, that are used to provide electric services” to California consumers;

**WHEREAS**, the City’s Electric Department, dba Silicon Valley Power (SVP), is a retail supplier of electricity as defined by the PSD program and is therefore required to file a PSD report,

**WHEREAS**, the governing body of a publically owned utility must review and approve the PSD and veracity of an associated attestation submitted to the California Energy Commission;

**WHEREAS**, SVP staff prepared and submitted the 2019 Annual Power Source Disclosure Report to the Energy Commission in accordance with applicable regulations (Ca. Code of Regulations, title 20, sections 1391-1394); and

**WHEREAS**, the continued administrative action to review and submit the power source disclosure and related reports does not constitute a project under California Environmental Quality Act (“CEQA”) guidelines and is therefore exempt from further environmental review.

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

1. These administrative actions are not subject to California Environmental Quality Act (CEQA) review and no further environmental review is needed; and

2. Approve and attest to the veracity of the 2019 Power Source Disclosure Report and submission of the Report to the California Energy Commission.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_ 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: None

<b>2019 POWER CONTENT LABEL</b>					
<b>City of Santa Clara/Silicon Valley Power</b>					
<b>www.siliconvalleypower.com</b>					
<b>ENERGY RESOURCES</b>	<b>Santa Clara Residential Mix</b>	<b>Santa Clara Non- Residential Mix</b>	<b>Santa Clara Green Power - Standard Mix</b>	<b>Santa Clara Green Power- National Mix</b>	<b>2019 CA Power Mix</b>
<b>Eligible Renewable<sup>1</sup></b>	<b>45.9%</b>	<b>39.3%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>31.7%</b>
Biomass & Biowaste	0.0%	2.7%	0.0%	0.0%	2.4%
Geothermal	0.0%	6.2%	0.0%	0.0%	4.8%
Eligible Hydroelectric	0.0%	17.8%	0.0%	0.0%	2.0%
Solar	27.6%	0.3%	0.0%	0.0%	12.3%
Wind	18.3%	12.3%	0.0%	0.0%	10.2%
<b>Coal</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>3.0%</b>
<b>Large Hydroelectric</b>	<b>54.1%</b>	<b>27.9%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>14.6%</b>
<b>Natural Gas</b>	<b>0.0%</b>	<b>23.1%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>34.2%</b>
<b>Nuclear</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>9.0%</b>
<b>Other</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.2%</b>
<b>Unspecified sources of power<sup>2</sup></b>	<b>0.0%</b>	<b>9.7%</b>	<b>0.0%</b>	<b>100.0%</b>	<b>7.3%</b>
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
<b>Percentage of Retail Sales Covered by Retired Unbundled RECs<sup>3</sup></b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>100.0%</b>	
<sup>1</sup> The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. <sup>2</sup> Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. <sup>3</sup> Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.					
For specific information about this electricity product, contact:	<b>City of Santa Clara/SiliconValley Power 408-244-7283</b>				
For general information about the Power Content Label, please visit:	<a href="http://www.energy.ca.gov/pcl/">http://www.energy.ca.gov/pcl/</a>				
For additional questions, please contact the California Energy Commission at:	Toll-free in California: 844-454-2906 Outside California: 916-653-0237				

*If you are a participant in Santa Clara Green Power, Silicon Valley Power purchased unbundled RECs to match all or a portion of your energy usage. For more information about the renewable sources of these unbundled RECs, please refer to our webpage: [www.siliconvalleypower.com/sustainability/santa-clara-green-power](http://www.siliconvalleypower.com/sustainability/santa-clara-green-power).*



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure  
ATTESTATION FORM  
for the year ending December 31, 2019  
City of Santa Clara/Silicon Valley Power  
Santa Clara Green Power - National Mix**

I, Deanna Santana, City Manager, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of City of Santa Clara/Silicon Valley Power, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: \_\_\_\_\_

Representing (Retail Supplier): City of Santa Clara/Silicon Valley Power

Signature: \_\_\_\_\_

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

Executed at: \_\_\_\_\_



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure  
ATTESTATION FORM  
for the year ending December 31, 2019  
City of Santa Clara/Silicon Valley Power  
Santa Clara Green Power - Standard Mix**

I, Deanna Santana, City Manager, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of City of Santa Clara/Silicon Valley Power, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: \_\_\_\_\_

Representing (Retail Supplier): City of Santa Clara/Silicon Valley Power

Signature: \_\_\_\_\_

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

Executed at: \_\_\_\_\_



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure**  
**SCHEDULE 3: ANNUAL POWER CONTENT LABEL DATA**  
 for the year ending December 31, 2019  
 City of Santa Clara/Silicon Valley Power  
 Standard Label - Non-Residential

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
<b>Renewable Procurements</b>	1,169,806	39.3%
Biomass & Biowaste	80,269	2.7%
Geothermal	185,542	6.2%
Eligible Hydroelectric	530,276	17.8%
Solar	7,468	0.3%
Wind	366,251	12.3%
Coal	-	0.0%
Large hydroelectric	828,626	27.9%
Natural gas	688,539	23.2%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Electricity	287,001	9.7%
<b>Total</b>	<b>2,973,972</b>	<b>100.0%</b>

<b>Total Retail Sales (MWh)</b>	<b>2,973,972</b>
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<b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b>	<b>0%</b>
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**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure  
ATTESTATION FORM  
for the year ending December 31, 2019  
City of Santa Clara/Silicon Valley Power  
Santa Clara Green Power Standard Label - Residential**

I, Deanna Santana, City Manager, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of City of Santa Clara/Silicon Valley Power, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: \_\_\_\_\_

Representing (Retail Supplier): City of Santa Clara/Silicon Valley Power

Signature: \_\_\_\_\_

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

Executed at: \_\_\_\_\_





## Agenda Report

20-770

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on 2020 Q3 Legislative Update

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND

On October 9, 2018, the City Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy (Attachment 1). The LAP Policy establishes clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government. The policy also provides guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

In January 2020, the City entered into an agreement with Townsend Public Affairs to provide legislative advocacy services, which includes tracking and monitoring legislation and advocating the City's position on various legislation at the State and federal levels of government.

On April 7, 2020, the City Council adopted thirteen (13) LAPs for 2020 on the following key issues:

- Affordable Housing and Homelessness
- COVID-19 Legislation
- Energy Legislation, Regulations and Issues
- Engagement with Federal Aviation Administration Regarding Airplane Noise
- Human Resources/Public Sector Employment
- Local Authority over Wireless Telecommunications Facilities and Cable Services
- Public Safety
- Regional and State-wide Water Supply and Conservation
- Regional Issues and Collaboration
- Regional Transportation Issues
- Santa Clara Federal Legislative Priorities
- School Mitigation Fees
- Sustainability and Environmental Legislation, Regulations and Issues

The most current versions of the adopted LAPs can be found under the 2020 Legislative Advocacy Positions document (Attachment 2).

In addition to requiring the City Council to adopt or update LAPs annually to identify specific

legislative priorities, the LAP Policy also requires staff to provide quarterly legislative updates on public policy items of interest to the Council and provide Council copies of letters or summary of actions on legislative items.

## **DISCUSSION**

Since the adoption of the 2020 LAPs, staff and Townsend Public Affairs have been tracking and monitoring various legislative items, which are highlighted and summarized in the 2020 Q3 Legislation document (Attachment 3). The legislative items are grouped by their aligned LAP, guiding principle for legislative advocacy, or approved City policy (e.g. City Council Goals and Priorities). A summary and status have been provided for each bill.

The City has taken action on some of the bills that are included in the 2020 Q3 Legislation document (e.g. submitted a letter of support or opposition). Those actions are documented in the 2020 Q3 Legislative Action attachment (Attachment 4).

The 2020 Legislative Session will long be remembered, not for the legislation that was approved, but for the impact that the coronavirus pandemic had upon the session. While the Legislature began the year in a normal fashion, considering bills that were remaining from 2019 and introducing new legislation to be considered in 2020, the legislative session came to a halt in March with the outbreak of the coronavirus and the resulting impact on state and local economies.

By time the Legislature returned to session, there was no longer time to consider all of the bills that had been introduced in January and February; instead, the Legislature largely focused their efforts on issues of immediate concern: the state budget, COVID-19 response, police reform and social justice issues, housing, and wildfires. The Legislature was able to consider bills in other policy areas during 2020; however, these areas only saw a fraction of the legislative action that would otherwise be expected in a normal legislative session.

Ultimately, the Legislature approved 428 bills in 2020. This represents the fewest number of bills approved by the Legislature in over 50 years and is less than half the average number of bills that the Legislature typically passes in any given year. Of the bills sent to him by the Legislature, Governor Newsom signed 372 bills into law, while vetoing 56 measures. The rate at which Governor Newsom vetoed bills, 13.1%, was generally in line with the veto rate since Governor Brown took office in 2011.

A majority of the bills that were tracked on behalf of the City did not advance through the Legislature, in part due to the impact that the coronavirus had on the legislative calendar. It is likely that many of these bills will be re-introduced in the 2021-22 Regular Legislative Session when the new Legislature convenes in January 2021.

In Washington DC, Congress began the year with plans to address key expiring legislation and consider key policy subjects. Early in the year, Congress was able to fulfill its responsibilities to establish a budget funding the federal government for the remainder of the year. However, plans to consider other legislative priorities were put on hold as Congress quickly had to pivot to dealing with the unanticipated impacts of the coronavirus pandemic.

The first coronavirus funding bill approved by Congress, the "Coronavirus Preparedness and Response Supplemental Appropriations Act" (H.R. 6074), was signed into law by the President on March 6<sup>th</sup>. The focus of that legislation was to increase funding to treat and prevent the spread of COVID-19. The \$8.3 billion package focused primarily on funding for emergency response and

health. The second funding bill, the “Families First Coronavirus Response Act” (H.R. 6201), was signed into law by the President less than two weeks later, on March 18<sup>th</sup>. That was the first of the efforts that targeted financial relief for individuals, including paid family leave. The third bill, the CARES Act (H.R. 748), was signed into law by the President on March 27<sup>th</sup>. Funding for the bill cost \$2.2 trillion, and it was the largest economic stimulus package ever undertaken by the federal government. Similar to the second package, the CARES Act focused on providing relief to individuals, businesses, and industries as well.

Despite the pandemic, Congress managed to fit some critical legislation into its schedule for consideration. Most notably, the House passed legislation to reauthorize surface and water infrastructure via the Moving Forward Act (H.R. 2) and the Water Resources Development Act of 2020. Meanwhile, the Senate introduced but did not pass the America's Water Infrastructure Act of 2020. Additionally, the House also passed all its FY 2021 Appropriations bills. The Senate has yet to take up any similar legislation, but both chambers agreed to extend FY 2020 Appropriations funding until December 11<sup>th</sup> to allow more time for negotiations. The Continuing Resolution that was approved by Congress also included a one-year extension of the current surface transportation reauthorization, the “FAST Act.”

### **ENVIRONMENTAL REVIEW**

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

### **FISCAL IMPACT**

The City's adopted FY 2019/20 and FY 2020/21 Operating Budget included \$300,000 (\$150,000 in each fiscal year) in the City Manager's Office for legislative advocacy consultant services to support the City's legislative advocacy efforts as outlined in the Legislative Advocacy Position Policy.

The City of Santa Clara conducted a Statement of Qualifications process in Fall 2019 and Townsend Public Affairs was selected from that process. In January 2020, the City entered into an agreement with Townsend Public Affairs to provide legislative advocacy services, which includes tracking and monitoring legislation and advocating the City's position on various legislation at the State and federal levels of government. The one-year agreement is for an amount not-to-exceed \$90,000 and allows for four additional one-year extensions, which will require Council approval.

### **COORDINATION**

This report has been coordinated with Townsend Public Affairs and the City Attorney's Office.

### **PUBLIC CONTACT**

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

### **RECOMMENDATION**

Note and file the 2020 Q3 Legislative Update.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Legislative Advocacy Position Policy
2. 2020 Legislative Advocacy Positions
3. 2020 Q3 Legislation
4. 2020 Q3 Legislative Action



## **LEGISLATIVE ADVOCACY POSITION POLICY**

### **PURPOSE**

To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

### **POLICY**

To attain a comprehensive review of legislation affecting cities, to obtain the Council position on proposed legislation, to make the City's position known, and to maintain a record of pertinent information, the following guidelines shall be followed.

All legislative reviews are to be made on the basis of the effect on the City and citizens as a whole, and taking into account existing City positions, policies, or goals, rather than on the individual's personal feelings.

The guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Annually, Legislative Advocacy Positions (LAP) shall be adopted or updated by the City Council at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed above and posted on the City's website.

### **PROCEDURE FOR EVALUATING AND SUPPORTING LEGISLATIVE ADVOCACY**

Legislation and issues of interest are brought to the City's attention through several means: the League of California Cities, the National League of Cities, the Cities Association of Santa Clara County, Council Members, city staff, citizens, and professional or governmental organizations and legislators. All legislation or issues of interest are to be referred to the City Manager's Office.

1. City Manager's Office (CMO) reviews the proposed legislation and, if warrants, requests assistance from one or more departments.

## **LEGISLATIVE ADVOCACY POSITION POLICY (cont.)**

2. CMO/Department evaluates the bill for its impact upon Santa Clara, recommends a position and potential action, and drafts a position statement or support/opposition letter.
3. If Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the city as further detailed below.
4. If a Council policy relative to the legislation does not exist, the issue is politically controversial, or there is significant local interest in the issue, the proposed legislation including a recommendation to support, remain neutral, or not support the legislation is brought to Council for consideration.
5. Letters and other communications expressing the City's position on legislation will customarily bear the signature of the Mayor in accordance with City Charter Section 704.2 – 704.3. If the legislation's principal impact affects the City's operation, the communication may be signed by the City Manager.
6. In order to keep the Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in the Council Meeting Agendas.
7. Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to Council and departments.



## **AFFORDABLE HOUSING AND HOMELESSNESS**

Despite a prosperous local economy and high median incomes, thousands of Santa Clara County residents experience homelessness each year. An increasing number of people are one missed paycheck away from relocation or homelessness. From 2012-16, wages in Santa Clara County, San Mateo County and San Francisco County areas have risen an average of 2.8 percent a year, while average housing rents have risen roughly 9 percent a year. Housing production growth continues to fall far behind job growth in the County. From 2010 through 2016, employment in Silicon Valley jumped 29%, while housing inventory rose just 4%.

The lack of affordable housing is destined to have an increasingly profound impact on the County. Ironically, the County's great economic success is a cause of the exceedingly high housing costs. In January 2017, more than 7,300 individuals were living on the streets, in shelters, or in transitional housing across the county. As of January 2019, that number has increased to more than 9,700 individuals. There has been a 20% increase in the homeless population within the City of Santa Clara over this two-year period. Cities across the state have struggled to address the growing affordable housing and homelessness crisis as housing prices continue to soar.

To address the lack of affordable housing, both the County and the State have taken significant measures to provide much needed support to local jurisdictions. In November 2016, Santa Clara County residents approved Measure A, a \$950 million general obligation bond that will create new affordable rental and homeowner housing opportunities. Measure A is part of an ongoing effort to: 1) increase affordable housing opportunities for our community's most vulnerable and poorest residents; and 2) to prevent and reduce homelessness throughout Santa Clara County. Measure A builds on key policy shifts and communitywide partnerships that occurred over the last five years. In response, the City of Santa Clara is partnering with the County on multiple development projects in order to access Measure A resources and to reach some of our community's most vulnerable and poorest residents.

To address the needs of its most vulnerable residents, Santa Clara County's supportive housing system provides shelter, supportive housing, and homelessness prevention services. However, these resources are limited and the demand for affordable housing and supportive services far exceeds the system's current capacity. Santa Clara County's Community Plan to End Homelessness, created in 2015, outlines a coordinated strategy to address homelessness that is powered by collaboration. Building partnerships across County departments, local governments, the business sector, and non-profit and philanthropic partners to leverage available resources and bring in new funding streams is fundamental to expanding the reach of the supportive housing system. As the 5-year period covered by this plan comes to an end, this year will see a renewed community planning process to develop a roadmap for future work to end homelessness in 2020 and beyond.

At the State level, in 2017, then-Governor Jerry Brown signed into law a legislative housing package aimed to help alleviate the affordability crisis by streamlining housing development (AB 73, SB 35 and SB 540); increasing accountability of cities and enforcement housing goals (AB

72, AB 678, AB 879, AB 1387, AB 1515, SB 166, and SB 167); and creating and preserving more affordable housing (AB 571, AB 1505, AB 1521, SB 2, and SB 3).

In 2018, additional bills were approved by the Legislature, and signed into law by Governor Brown, aimed at increasing housing opportunities and density (AB 2372, AB 2753, AB 2797, AB 2923, and SB 1227); streamlining housing production (AB 2162, AB 2263, AB 3194, and SB 765); and amending planning processes (AB 686, AB 1771, SB 828, and SB 1333).

In 2019, Governor Gavin Newsom established a target of building 3.5 million new housing units in California over the next decade. The Governor worked with the Legislature to advance several bills aimed at boosting housing production and improving tenant protections. Among the bills that were signed into law were:

SB 330 – The Housing Crisis Act of 2019 will accelerate housing production in California by streamlining permitting and approval processes, ensuring no net loss in zoning capacity and limiting fees after projects are approved.

AB 1482 – The Tenant Protection Act of 2019 enacts a cap of 5 percent plus inflation per year on rent increases statewide for the next 10 years. The law does not apply to properties built in the last 15 years, nor does it apply to single-family home rentals (unless owned by large corporations) or to projects already under construction or under current rent control schemes.

In 2018, the City of Santa Clara acted to ensure the availability of affordable housing to moderate, low, very-low and extremely-low income households through the adoption of the Affordable Housing Ordinance and Impact Fees. The new requirements include a combination of inclusionary requirements for residential projects, and impact fees for smaller projects and nonresidential projects, to provide a steady stream of affordable housing units and revenue to fund the provision of affordable housing projects across the City.

Since the dissolution of Redevelopment Agencies, the City of Santa Clara's two main sources of funding for affordable housing are from the federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Act Program (HOME) entitlement grants. The federal entitlement grants are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements and remove barriers to the handicapped, and fund public services for low and moderate income residents. Thus, Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) continue to be significant sources of funding for the City. There were proposals to cut federal funding programs such as CDBG, HOME, and the Section 8 voucher program in 2018 and 2019, which would have greatly impeded the City's affordable housing goals. Fortunately, the U.S. Department of Housing and Urban Development budget was not cut during those periods and City staff continues to monitor federal funding for housing.

The City of Santa Clara is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation. The City is concerned about potential measures imposed at the State or regional level that reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but also aware that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of accountability to localized circumstances.



Specifically, City staff has been tracking progress on SB 50 and has expressed its concerns with the potential shift in decision making represented by SB 50 from the local jurisdiction to a single mandated approach. The City of Santa Clara continues to believe that the local jurisdiction is the appropriate level to conduct land use planning that fully incorporates the involvement of local community members and an understanding of conditions unique to the community.

On January 21, 2020, the City of Santa Clara submitted a letter to Senator Scott Wiener expressing specific concerns with the legislation. Despite recent amendments to the bill, the City felt unable to evaluate whether the “local flexibility plan” was a viable alternative planning option without clearly identified criteria. On January 30, 2020, California State Senators rejected Senate Bill 50, which means that this bill will not advance in 2020. The City anticipates future efforts to enact similar legislation and will continue to monitor this issue.

Ongoing City advocacy efforts will continue to focus on encouraging the State and federal government to provide more resources (funding, legal authority, technical support, streamlining of burdensome administrative requirements associated with federal funding, etc.) to local governments to address local housing needs. At the State level, the City will encourage the State to engage in constructive dialogue with local governments to seek realistic solutions to local fiscal challenges and challenges in meeting local affordable housing goals, rather than adopting measures that reduce local control and are mainly punitive in nature. The City also monitors and supports ongoing efforts at the State level to reform the California Environmental Quality Act (CEQA) and in particular streamlining of CEQA provisions to support the production of affordable housing or to reduce the potential for unmerited CEQA litigation. At the federal level, the City will focus on increased federal funding for affordable housing and community development programs for local governments; preserving and strengthening the low-income housing tax credit (LIHTC) program and federal tax exemptions for private activity bonds (PABs); preserving federal tax exemptions for state and local taxes including state and local property, sales, and income taxes, and maintaining federal tax exemptions for mortgage interest payments on primary residences (at least). Elimination or weakening of the LIHTC and/or PAB programs and/or SALT and mortgage interest deduction could have significant negative impacts on affordable housing production, first-time home buyers, local and state governments’ fiscal health, and the stability of the California housing market.

The City will continue to monitor other legislation of potential concern, including the following bills during the 2020 legislative session:

AB 725 – Current State Law requires a city’s general plan housing element to include an inventory of land suitable for a specified amount of housing development (the City’s Regional Housing Needs Allocation or RHNA) within a planning period. AB 725 would require that at least 25% of a metropolitan jurisdiction RHNA for above moderate-income housing be allocated to sites with zoning with a maximum density of 35 units per acre. This requirement is both impractical for Santa Clara and counter to good planning principles for an urban environment, as it would require a significant amount of already developed commercial land be designated for low density residential use, contrary to the City’s increasingly urban setting and high land values. The City can provide significantly more housing capacity, consistent with market demand, by planning for higher-density residential neighborhoods. This bill could undermine housing production or force the unnecessary conversion of industrial areas to residential use.

SB 795 – This bill would create a new State funding source for affordable housing available to local jurisdictions through a voluntary, application-based process. The City supports this

legislation as it provides additional funding opportunities for new affordable housing which could assist the City in meeting its goals for developing affordable housing within Santa Clara.



## **COVID-19 LEGISLATION**

The disease, now commonly known as COVID-19, has spread globally, resulting in the 2019–2020 Coronavirus Pandemic. The first case in the United States was announced on January 21, 2020 and Santa Clara County, specifically, has been disproportionately impacted when compared to other California regions. There has been much effort at the local, state and federal levels of government to stop the spread of the disease. Additionally, the state and federal have been working to provide economic relief to individuals, businesses, and local and state governments that have been impacted by COVID-19-related disruptions.

The City of Santa Clara declared a local state of emergency on March 11, 2020 and is closely monitoring county, state and federal orders and legislation to see how they apply to Santa Clara. City resources and personnel are working to continue to provide essential governmental functions to residents and businesses, while navigating the response necessary to contain the COVID-19 outbreak and complying with the requirements for social distancing and self-quarantining. In order to adequately protect the public health and safety in the midst of the COVID-19 outbreak, the City of Santa Clara supports continued efforts to stop the spread of COVID-19, provide direct relief funding to local jurisdictions, especially small and medium-sized cities, and the temporary suspension of certain time-specific statutory requirements.



## **ENERGY LEGISLATION, REGULATIONS AND ISSUES**

### *PG&E Bankruptcy*

On January 29, 2019, PG&E Corporation filed for Chapter 11 bankruptcy reorganization. California's largest utility is facing up to \$30 billion in liabilities related to wildfires and other liabilities from the San Bruno natural gas explosion. Legislation has been introduced to consider the structure of PG&E, the liability of utilities to wildfire events, as well as other measures. Amid this background, it is important for Silicon Valley Power (SVP) to be active and informed by its own agreements with PG&E Corporation and its subsidiaries, the extended impact to all other energy market participants and the independent system operator, the impact to SVP partners in power generation and distribution, the implication for how risk is assigned to an electric utility, and the framework for establishing liability and risk. To mitigate the impact from PG&E restructuring, SVP will continue to monitor the PG&E bankruptcy proceeding and associated legislation.

### *Wildfire Mitigation Plans*

Wildfires continue to adversely impact our public health and safety, air quality, and the economy, undermining significant investments in emissions reduction. In addition, wildfires have damaged infrastructure that delivers clean energy through the grid. SVP is committed to safe and reliable operations of the grid and is implementing the Wildfire Mitigation Plan (WMP) adopted by City Council.

The increasing use of Public Safety Power Shut-offs (PSPS) as a mitigation measure in investor-owned utilities (IOUs) WMPs underscores the need for improved, and pre-planned, coordination between the IOUs and local governments. This will help ensure that transmission level PSPS events do not unnecessarily burden local communities that are dependent on IOU transmission infrastructure.

### *Wildfire Liability*

Past interpretations of state law have asserted that electric utilities are liable for damages linked to wildfires if their equipment is involved in the fire, even if the utility was not at fault or negligent in its practices. Claims from wildfire damage has strained the insurance markets making it difficult for electric utilities to access affordable and effective insurance coverage. A utility's potential financial exposure can reach far beyond the ability of its customers to shoulder the financial burden. The City support efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently.

### *Energy De-regulation*

Since 1998 when deregulation of the utility companies began, California's energy market has been evolving. New energy related products (i.e. Transmission, Renewable Energy Credits, Carbon Credits, Resource Adequacy Capacity, Low Carbon Fuel Standard

Credits, Cap and Trade, etc.) and regulations on their use are constantly evolving at various local, state, regional and federal agencies. Staff continues to monitor regulations and participate in the development of new energy related products to mitigate ratepayer impacts.



**ENGAGEMENT WITH THE FEDERAL AVIATION ADMINISTRATION REGARDING  
AIRPLANE NOISE**

The City continues to monitor air noise concerns that could impact our residents. In Santa Clara, the source of air noise comes from various activities from regional international airports, general aviation airports, and Moffett Federal Airfield. Ultimately, the Federal Aviation Administration (FAA) is primarily responsible for air traffic control, and our region continues to advocate for air noise mitigation.

In June 2017, the Cities Association of Santa Clara County (CASCC) received a Congressional request from Representatives Eshoo, Khanna and Panetta asking the CASCC to take a leadership role in forming a regional aircraft noise roundtable. The CASCC formed an Ad Hoc Committee to build the framework of forming a roundtable that works for the region. The roundtable, conceived to include the 21 local jurisdictions of Santa Clara and Santa Cruz Counties, will work together with San Francisco Airport, Minéta San José Airport, and the FAA, and address the growing concern of aircraft noise.

At the CASCC Board of Directors meeting on June 14, 2018, the Ad Hoc Committee presented their recommendations to form a Santa Clara/Santa Cruz Airport Roundtable. The Committee recommended a number of items, including a resolution for Board approval, proposed by-laws, Memorandum of Understanding (MOU) for the Roundtable, and draft resolutions for participating jurisdictions.

At the July 17, 2018 meeting, Council adopted a resolution for Santa Clara to participate in the Santa Clara/Santa Cruz Airport Community Roundtable and approved the appropriation of funds for the City's participation. While the City does not have direct authority over air space, City staff will continue to work with regional agencies and federal representatives and authorities to mitigate the effect on our residents.



## **HUMAN RESOURCES/PUBLIC SECTOR EMPLOYMENT**

The City of Santa Clara provides a myriad of services to the community, including Police, Fire, Public Works, Electric Utility, Planning, Parks and Recreation, and Library Services. The City employs over 1,100 employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City. This Legislative Advocacy Position summary focuses on several issues related to human resources.

### *Labor*

As a public agency at the center of Silicon Valley, the City competes with other local municipalities and the private sector to attract, hire and retain a talented workforce. As a service organization, the City dedicates tremendous resources to cover the costs for employees who provide the various services to our community. The employee costs, which continue to increase, include base payroll, healthcare benefits and retirement benefits. The City should thus support any efforts to preserve local government's ability to manage its own employment issues, including, but not limited to hiring, evaluating, disciplining, and negotiating collective bargaining agreements.

### *Bargaining Units*

The City has ten bargaining units. The City's Memorandum of Understanding (MOU) with the City of Santa Clara Employees' Association (Units 5, 7 & 8) and the Miscellaneous Unclassified Management Employees (Unit 9) expired in December 2019. The City is currently in negotiations on successor agreements with these bargaining units. In 2020, the City's MOUs with the Santa Clara City Firefighters, IAFF Local 1171 (Unit 1) and the American Federation of State, County and Municipal Employees, Local 101 (Unit 6), are set to expire and the City anticipates beginning negotiations on successor agreements in the near future. The City is appreciative of the hard work of its employees and bargaining units, thus the City should continue to pursue the best ways to address the service delivery needs of the community while being mindful of its revenues and expenditures as well as the recruitment and retention of the City's workforce.

### *CalPERS*

The City contracts with the California Public Employees Retirement System (CalPERS) to provide healthcare benefits to its employees, as well as a defined benefit plan (pension benefits). CalPERS offers a menu of benefit provisions that are established by State statutes within the Public Employee Retirement Law. Pension costs continue to increase and place pressures on the City's budget, which in turn impacts other facets of City operations. Supporting the long-term stability of CalPERS and the ability of local governments to mitigate and manage its pension obligations is crucial. This includes opposing Federal or State unfunded mandates.

### *Immigration*

As a reflection of the diversity of our community and workforce, the City can support efforts that create a more informed, engaged, and welcoming experience for immigrants. This can include supporting comprehensive immigration reform which can provide opportunities to achieve economic success and contribute to our community. Additionally, the City is supportive of efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act.

### *Work Visas*

In conjunction with efforts to support comprehensive immigration reform, the City can support an increase in work visas allowing employers to hire foreign workers for jobs that require advanced technical skills as well as support programs that stimulate the economy through job creation and capital investment by foreign investors.





## **LOCAL AUTHORITY OVER WIRELESS TELECOMMUNICATIONS FACILITIES AND CABLE SERVICES**

### *Wireless Telecommunication Facilities*

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way (ROW) under the premise that local agencies are inhibiting telecommunications companies from implementing their new technology. Over the past several years, actions by federal and state lawmakers and regulatory agencies have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a 60 day or 90 day period for existing and new facilities respectively.

In 2009, the Federal Communications Commission (FCC) ruled that localities are presumed to have violated federal law if they fail to act on requests for placement of wireless facilities on existing structures within 90 days, or 150 days in other some cases. In 2014, the FCC issued rules implementing a law passed by Congress in 2012 (the law is referred to as Section 6409). Section 6409 requires localities to act within 60 days to approve requests for modifications of existing and previously approved wireless facilities which do not “substantially change” the physical dimensions of those facilities. The facility is “deemed approved” if the locality fails to act within this timeframe. This could for example, result in future wireless carriers adding up to three additional ground cabinets at any location where ground cabinets were previously approved, or adding a 10 foot, vertical extension to wireless facilities on or off the ROW, even if the previous facilities were subject to height limits. There are important exceptions to the general rule but it is a significant limit on local authority.

In 2015, AB 57 was passed, which provides that if a local jurisdiction fails to act on a wireless telecommunication facilities application within the 90 or 150-day timeframes established by the FCC, the carrier may send the locality a notice that the permit has been deemed approved, and the locality bears the burden of going to court to defend its failure to approve.

The FCC adopted rules in 2018 that effectively remove most federal protections against placement of small cells under the National Historic Preservation Act and the National Environmental Protection Act. In August 2018 it declared that “de jure” and “de facto” moratoria on deployment of wireline and wireless facilities “prohibit” deployment of telecommunications facilities, generally cannot be defended as reasonable right of way management, and are subject to preemption. The FCC’s examples of moratoria were not limited to laws that prohibit submission of permits pending adoption of local or state law revisions. Examples of “moratoria” include delays by municipally-owned utilities in acting on pole attachment applications; “freeze and frost” laws that prohibit trucks of certain weight from using roads during seasons when roads are most vulnerable; and overly broad suspension of permitting during emergencies, such as wildfires. Conceivably, limitations on ROW construction during peak periods of use could be challenged. The FCC is expected to act on industry requests that localities be limited to recovering incremental costs for use of the ROW; and that localities be required to lease space on publicly owned infrastructure, including street lights, at cost. The FCC is also considering shortening shot clocks further, or declaring that the failure to act within a specified period results in the application being “deemed granted.”

At the state level, in 2017, the California Legislature approved SB 649, which was ultimately vetoed by Governor Brown. If signed into law, the bill would have removed significant local authority over small cell telecommunications facilities within the public ROW. The bill would

have established a uniform permitting process for small cell wireless equipment throughout the State, and would have fixed the rates local governments could charge for placement of small cell equipment on City government owned property. Silicon Valley Power joined with other public power jurisdictions in California to strongly oppose SB 649. The City continues to oppose any attempt to preempt local authority over the placement of wireless telecommunication facilities and access to broadband services. The FCC may very well adopt orders that have many of the same effects as the legislation would have had, if not vetoed.

In 2017, the FCC created the Broadband Deployment Advisory Committee (BDAC) to advise the Commission on how to accelerate the deployment of high-speed Internet access. Working groups within the BDAC, such as Competitive Access to Broadband Infrastructure, Removing State and Local Regulatory Barriers, and Model Code for Municipalities, have provided recommendations to the FCC. However, the BDAC was controlled comprised overwhelmingly by members of the wireless industry, as most of the handful of municipal representatives resigned because the BDAC was unwilling to fairly consider municipal proposals. The recommendations that have issued by the Committee are not favorable to localities, and may provide the foundation for further actions at the federal and state level.

On the congressional side, in 2017, the Senate Commerce and House Energy & Commerce Committees held five FCC-related hearings in related to wireless infrastructure. During those hearings, some witnesses, and members of both committees, claimed utility pole attachments are a “barrier” to the ubiquitous deployment of broadband technology. At several of those hearings, the FCC Chairman recommended that, to foster widespread broadband deployment, Congress should extend FCC jurisdiction to include public power pole attachments. In response to these recommendations, Senators Thune and Schatz introduced the STREAMLINE Small Cell Deployment Act (S.3157) in June 2018. The proposed bill has many of the same provisions that are being considered by the FCC, such as limiting local governments’ authority to deny wireless service facility permits and designating timeframes for local governments to approve requests. While the bill is important, the FCC’s actions, described above, present a much more immediate threat.

In 2018, the FCC adopted rules that effectively remove most federal protections against placement of small cells under the National Historic Preservation Act and the National Environmental Protection Act. In August 2018, the FCC declared that “de jure” and “de facto” moratoria on deployment of wireline and wireless facilities “prohibit” deployment of telecommunications facilities, generally cannot be defended as reasonable right of way management, and are subject to preemption. The FCC’s examples of moratoria were not limited to laws that prohibit submission of permits pending adoption of local or state law revisions. Examples of “moratoria” include delays by municipally-owned utilities in acting on pole attachment applications; “freeze and frost” laws that prohibit trucks of certain weight from using roads during seasons when roads are most vulnerable; and overly broad suspension of permitting during emergencies, such as wildfires. Conceivably, limitations on right of way construction during peak periods of use could be challenged. The FCC is expected to act on industry requests that localities be limited to recovering incremental costs for use of the ROW; and that localities be required to lease space on publicly owned infrastructure, including street lights, at cost. The FCC is also considering shortening shot clocks further, or declaring that the failure to act within a specified period results in the application being “deemed granted.” At this time, local governments and municipal utilities throughout California are studying the impact of new technologies, such as small cells, to determine how to best align the public’s demand for wireless services with local zoning laws. If a city is unable to exercise its discretion over the permitting of small cells, the results can create significant issues for the community and electric utility operations, including, but not limited to, the following:

- Forced access to public and private property, and public utility easements such as electric substation infrastructure;

- Public safety issues if the city cannot determine if the small cell and associated equipment meet the safety standards for utility poles or other support structures;
- Worker safety issues due to the size and placement of the equipment on utility poles;
- Major aesthetic issues if small cell installations go unchecked. Small cells and their associated equipment can be bulky, create an inconsistent look, and substantially extend the height and size of a pole;
- Pole over-loading/failure issues if a City-owned pole does not have the capacity to serve a small cell; and
- Installation of small cells on historical landmarks.
- Compliance issues due to insufficient time allowed for all applicable City departments (Planning, Encroachment, Building, SVP, etc.) to review

### *Cable Facilities and Services*

In September 2018 the FCC released a Second Further Notice of Proposed Rulemaking that sought to address how local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. If adopted, the proposed rules are likely to have significant impact on cable franchise fees, public, educational, and government access television (PEG) channels, and other common cable-related obligations in cable franchise agreements. The City may be impacted by these rules as our Santa Clara City Television (Comcast cable channel 15 and AT&T U-verse 99) is considered a government access channel. The channel is used to provide important information to the public, such as live and recorded airings of Council and Planning Commission meetings, City special events, programs, and public service announcements. The proposed rules will allow all cable-related, in-kind contributions, other than PEG capital costs and build out requirements, to be treated as “franchise fees” subject to the 5% franchise fee cap that a LFA may collect from a cable operator for any twelve-month period. This will have negative impacts on the City as this holding appears to allow cable operators to deduct the value of franchise requirements, such as PEG channel capacity, connections to programming origination points, and complementary cable services to schools and other public buildings, from their cable franchise fee payments. The proposed rules will also prohibit LFAs from regulating the non-cable services offered over cable systems, other than I-Nets, and prohibit LFAs from regulating the facilities and equipment used in the provision of these non-cable services. While the proposed rules are ambiguous, they can be interpreted to allow certain cable operators to construct and install facilities and equipment for non-cable services in the right-of-way without any local regulation or compensation.

These efforts continue to erode the City’s ability to effectively regulate wireless telecommunications and non-cable services facilities and take away local authority on facilities that directly affect our City’s residents. Since SVP owns and operates its own public power utility, it is even more alert to proposals that may impact its electric distribution system built on public street light and power poles. City staff will continue to advocate for local control of permitting wireless telecommunications and non-cable services facilities in the public ROW.



## **PUBLIC SAFETY**

As a city that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. Staff is monitoring and tracking legislation to ensure that proposed legislation is aligned with the City's continued interest in public safety.

### *Community Safety*

Crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors.

Gun violence has become a grim reality of life in the United States. Gun-related homicides, suicides and unintentional lethal and non-lethal shootings dominate media coverage. Shootings have a devastating impact on communities – even when no one is killed. The City supports legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms.

The City also supports legislation that toughens penalties for chronic criminals. Recent legislation has shifted responsibility for all sentences non-violent, non-serious, non-sex offenders from the State to local jurisdictions, reduced penalties for certain non-violent crimes and allowed parole consideration for nonviolent felons. Individuals that are apprehended for property crimes, among others, often recommit similar crimes after they are released after a shorter sentencing. The City supports efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming Proposition 47 (approved by voters in 2014) and Proposition 57 (approved by voters in 2016). The City also supports the expansion on the number of crimes where DNA is collected, a list that was limited when some crimes went from felonies to misdemeanors.

The City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics (e.g. gun violence, gang activity, alcohol and tobacco use, pedestrian, driver and bicycle safety, and driving under the influence) are equally important. The City's Police Department currently provides anti-bullying education through the D.A.R.E. program and would like to see similar efforts and measures to eliminate discrimination, bullying and harassment, and improve general safety at schools. Similarly, the Police Department develops and maintains partnerships with schools, businesses, places of worship and fellow law enforcement agencies to help reduce crime and enhance safety. Additionally, The City encourages lawmakers to continue preserving funding levels for existing public safety programs, services and equipment (e.g. Edward Byrne Memorial Justice Assistance Grant) and identifying new funding sources for law enforcement agencies to promote public safety, wellness and employee training, such as AB 680.

The City supports legislation that addresses crime trends and attempts to curb illegal activity, including but not limited to, illegal street racing and sideshow activity and thefts from automobile burglaries. The City also supports California's Zero Traffic Fatalities Task Force efforts to test speed enforcement cameras and corresponding legislation as a result of the pilot program to mitigate traffic-related injuries and deaths. Speed

enforcement cameras would snap a photo of the offending vehicle whose owner would get a ticket in the mail.

#### *Disaster Preparedness and Response*

As the State and region continues to experience an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services. The City supports community risk reduction strategies including but not limited to community education programs (e.g. CERT). The City would continue to benefit from legislation and initiatives that aim to allocate funding for staff training, interagency cooperation and enhanced equipment/technology.

The City also supports legislation that expands the implementation and testing of emergency alerts. Prior to the passage of AB 956 and AB 1079, there was limited access to unlisted and unpublished telephone numbers, which put thousands of Californians at risk of not receiving timely and critical information during an emergency. AB 956 authorizes public safety agencies to place calls through automatically dialing-announcing devices for the purposes of testing all modes of emergency telephone systems whereas previously they could only use autodialing systems to deliver actual emergency notifications. AB 1079 authorizes public safety agencies to test the systems that respond to 911 calls or communicate threats to life or property on unpublished or unlisted numbers without first obtaining the subscriber's express consent.

#### *Fines and Forfeitures*

The City has seen a gradual reduction in revenue from fines and forfeitures. The City supports measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts. In addition, the City supports measures that provide local agencies with financial relief (reimbursement) when the state legislature or any state agency mandates a new program or increased level of service (Proposition 4, 1979). These efforts provide the City's general fund with expense recovery.

#### *Infrastructure and Technology*

Many of the public safety efforts outlined in this document depend on reliable infrastructure and advanced technology. Improved interoperability is an important goal for public safety because it can assist first responders in any major incident. The City supports legislation that improves infrastructure and technology, which will enhance public safety professionals' ability to respond to all types of emergencies and communicate within and across jurisdictions. Examples of infrastructure and technology includes, but is not limited to, phone systems, radio interoperability, Text-to-911, wireless networks, emergency alert systems, and dedicated data communications networks and systems. Additionally, the City supports local regulation of Unmanned Aircraft Systems (UAV), including the right to authorize use of UAV systems by public safety agencies and the right to restrict or prohibit UAV use that interferes with or poses a threat to emergency operations or public safety.

#### *Vulnerable Populations*

Human trafficking takes on a variety of forms and may intersect with domestic violence in multiple ways. When an individual is trafficked by an intimate partner, family member, or other member of the household, domestic violence often also occurs. Additionally,

domestic violence at home may become a 'push factor' that causes someone to become vulnerable to trafficking. Human traffickers are also often engaged in other crimes, which increases overall crime in the City. Other vulnerable populations that require additional attention include the homeless and mentally ill. Police calls for service involving the mentally ill, including those who are homeless, are on the rise throughout the State. First responders can benefit from additional training and tools to deal with the mentally ill including having Mental Health Specialists on staff to partner with responding personnel when an individual is in crisis. In addition, the City continues to rely on domestic violence and human trafficking victim resources in emergency situations for safe and successful outcomes to be reached. In general, the City supports legislation that aims to support individuals in crisis, reduce and address homelessness, human trafficking domestic violence victims and survivors, and other vulnerable populations.



## **REGIONAL AND STATE-WIDE WATER SUPPLY AND CONSERVATION**

The City of Santa Clara (City) operates 26 wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 16% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City. Currently, SBWR is updating the Recycled Water Master Plan. Specific items of interest include:

### *Water Supply and Conservation*

From 2012 through 2016, water supplies were strained due to the drought. Consistent with water conservation orders issued by Governor Brown, the City established its Water Shortage Contingency Plan (WSCP), as amended, to set water reduction targets ranging from 20%-30% and called upon the City's residents and businesses to save water by reducing outdoor irrigation days and times, utilizing water-efficient practices, and discouraging wasteful uses of water. Residents and businesses collectively answered the call day in and day out, achieving water savings of over 30% in a single month during the peak of the drought.

Following the 2016-2017 winter season, which brought record levels of rain and snow, Governor Brown lifted the drought state of emergency in most California counties, including Santa Clara County. Though the statewide drought emergency may be over, Governor Brown noted that the next drought could be right around the corner and that conservation must remain a way of life in California. On July 18, 2017 due to improvements in water supply conditions and Governor Brown lifting the statewide drought emergency, Santa Clara City Council adopted a Resolution discontinuing the WSCP Plan 2 while setting a City-wide goal to maintaining a voluntary 10 percent reduction in water demands compared to 2013, in order to continue progress made in water conservation and make conservation a way of life. In addition, updates to Section 1.C of the City's Water Service and Use Rules and Regulations, Water Use Restrictions and Prohibitions were approved by Council. The City's Water Use Restrictions and Prohibitions section remain in effect at all times and continue to discourage wasteful uses of water.

As of January 2020, reported by Valley Water, projected end-of-2019 groundwater storage in Santa Clara County is very healthy at approximately 355,000 acre feet, which is well within the "Normal" Water Storage Contingency Plan stage or Stage 1. Additionally, reports received by SFPUC, the current water year of FY 19/20 is that both the Hetch Hetchy watershed and local water sheds are experiencing below normal precipitation to date. On January 30, 2020, the second manual survey was conducted by the Department of Water Resources with results showing below average at 79 percent of average for this location. State reservoir levels are very healthy at above close to the historical averages.

AB 574 to expand the use of recycled water was signed into law in 2017. Existing uses of recycled water for non-potable uses has been well established. In December of 2016, the State Water Resources Control Board (SWRCB) released a study regarding direct potable reuse. Currently, there are no regulations in the United States at the federal or state level for direct potable reuse. The bill directs the SWRCB to set regulations for the use of recycled water for direct potable reuse. Santa Clara Valley Water District is interested in potable applications using wastewater resources from the San Jose/Santa Clara Regional Wastewater Facility.

On May 31, 2018, Governor Brown signed two bills, which built on ongoing efforts to “make water conservation a California way of life.” SB 606 and AB 1668 emphasize efficiency and stretching existing water supplies in our cities and on farms. Specifically, the bills call for creation of new urban efficiency standards for indoor use, outdoor use, and water lost to leaks, as well as any appropriate variances for unique local conditions. The four main goals are: use water more wisely, eliminate water waste, strengthen local drought resilience, improve agricultural water use efficiency & drought planning. Proposed regulations will also require municipalities to comply with aggregate water budgets for outdoor and indoor use. SWRCB is required to develop regulations and send to the Legislature by January 2021.

The SWRCB is scheduled to issue regulations consistent with these bills no later than June 30, 2022. The specific requirements for urban and agricultural water supplies are:

- Each agency will annually, beginning November 2023, calculate its own objective, based on the water needed in its service area for efficient indoor residential water use, outdoor residential water use, commercial, industrial and institutional (CII) irrigation with dedicated meters, and reasonable amounts of system water loss, along with consideration of other unique local uses (i.e. variances) and “bonus incentive,” or credit, for potable water reuse, using the standards adopted by SWRCB.
- Agencies must meet their water use objective. Those that don’t may be subject to enforcement by the SWRCB. Starting in 2023, SWRCB may issue informational orders to Agencies that do not meet their water use objective, and may issue conservation orders beginning in 2025.
- The indoor water use standard will be 55 gallons per capita daily (GPCD) starting January 2025; the standard will become stronger over time, decreasing to 50 GPCD in January 2030.
- The outdoor water use standard will be based on land cover, climate, and other factors determined by the Department of Water Resources (DWR) and SWRCB. SWRCB will adopt the outdoor standard by June 2022.
- The water leaks standard will be set by SWRCB pursuant to prior legislation (SB 555, 2015) by July 2020.
- In addition, the DWR and SWRCB will work collaboratively to define performance measures for CII water use by October 2021. SWRCB will adopt the CII performance measures by June 2022.
- To enhance drought planning and preparedness, Agencies will also be required to update urban water management plans that specify reliability of water supply, define the Agency’s strategy for meeting its water needs, including conducting annual “stress tests” of supply versus demand to ensure water service continuity assuming the five worst or driest years in the supplier’s historical record

City staff will continue to support and implement water conservation measures working in cooperation with BAWSCA, SFPUC, and SCVWD.



### *Bay-Delta Plan Update*

The San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta) is a hub for the state's water supply system. SWRCB is in the process of developing and implementing updates to the Bay-Delta Plan to protect beneficial uses in the Bay-Delta watershed. The Bay-Delta Plan is being updated in two phases.

Phase I addresses flow requirements in the San Joaquin River tributaries, including the Tuolumne River, for the protection of fish and wildlife and salinity requirements in the southern Delta for the protection of agriculture. SWRCB adopted the Final Substitute Environmental Document (SED) and amendments to the Bay-Delta Plan in December 2018. The State's update to the Bay-Delta Plan requires the release of much more water for fish; specifically, 40% of the unimpaired flow on the San Joaquin River tributaries, including the Tuolumne River, from February through June of each year. This requirement will substantially reduce the amount of water available for the 1.8 million residents, 40,000 businesses, and thousands of community agencies in Alameda, San Mateo, and Santa Clara Counties.

Phase II addresses the reasonable protection of fish and wildlife beneficial uses in the Sacramento River and its tributaries, the Delta, the Mokelumne, Calaveras, and Consumnes rivers. The proposed Phase II changes to the Bay-Delta Plan include: new inflow requirements for the Sacramento River, its tributaries, and eastside tributaries to the Delta, the Mokelumne, Calaveras and Cosumnes rivers; new and modified Delta outflow requirements; new requirements for cold water habitat; new and modified interior Delta flow requirements; recommendations for complementary ecosystem protection actions that others should take; and adaptive management, monitoring, evaluation, special study, and reporting provisions. In October 2017, the final Scientific Basis Report that identified evidence supporting potential changes to the Bay-Delta Plan was posted. SWRCB is planning to release a draft SED/Staff report for Phase II in the upcoming months. Phase II would require between 45-65% of unimpaired flows releases on the Sacramento River which could result in reduced water available to Santa Clara County. The San Francisco Public Utilities Commission (SFPUC) is the primary lead with respect to the SED regulations in coordination with the Bay Area Water Supply and Conservation Agency (BAWSCA). The City of Santa Clara is aligned with BAWSCA and SFPUC in supporting a voluntary negotiated settlement as the best way to provide an adequate and reliable supply from the Tuolumne River while providing adequate water for fish habitat. In December of 2016, Santa Clara provided a comment letter to SWRCB related to the 2016 Bay-Delta Plan Amendment and SED. The comment letter supported voluntary settlements and highlighted the need to fully analyze the environmental and economic impacts of any shortage to the SFPUC system and associated lost jobs and potential delayed development. On October 24, 2018, Mayor Gillmor sent a letter to the San Francisco Board of Supervisors asking for support of current negotiations underway and requesting to delay action on a Resolution that was urging support of SWRCB's proposed updates to the 2006 Bay-Delta Plan. The City of Santa Clara supports goals that protect habitat and valuable watershed and believes a balance between environmental preservation and protection of the water supply for its residents and businesses can be achieved.

On December 12, 2018, the SWRCB adopted the Bay-Delta Plan Phase I Update. On the same day the California Department of Water Resources and California Department of Fish and Wildlife Services presented to the SWRCB a comprehensive Bay-Delta watershed voluntary settlement agreement. The SWRCB is currently working with stakeholders on the voluntary settlement agreement. On January 10, 2018, SFPUC

joined a lawsuit with several Central Valley Irrigation Districts in order to preserve their options while negotiated settlements continue.

The negotiations continue to evolve in Sacramento, representatives of SFPUC continue to meet with State representatives and other interested parties. The Governor Newsom had set a goal of October 2019 to finalize a negotiated settlement. With substantive detail and scientific analysis with a governance structure. As of January 2020, the negotiations among parties continue to evolve with no substantive outcomes to date. In general, BAWSCA, SFPUC and SCVWD have the lead on the primary regional issues around the water supply. However, City staff attend many SWRCB and committee meetings in coordination with the aforementioned agencies in order to stay current on water resource issues and initiatives as they progress, and in order to lend support and input wherever needed by the suppliers and meet the requirements set forth by the new legislation.

All support for SFPUC issues should be coordinated with BAWSCA. In some cases, BAWSCA may have suggestions, or will coordinate efforts, for the suburban agencies to be sure to maintain a consistent and appropriate level of support, and will guide any other involvement. The issue is being addressed in all areas of our State government. Support may involve meetings, letters, public testimony, and assignment of staff so that the City can best respond as a retailer, and work with our suppliers in the interests of the City's residential and commercial water consumers.

#### *SB 623*

SB 623, "Safe and Affordable Water Act" was proposed to have taxed California residents 95 cents a month for water services to raise millions for disadvantaged communities that lack access to safe and affordable water and clean up contaminated water. The bill was opposed by the Association of California Water Agencies (ACWA) because it would increase the cost of living for Californians and turn thousands of local water agencies into tax collectors for the State. In June 2018, legislative leaders dropped the tax initiative and agreed to spend \$5 million from the general fund to address lead in drinking water at child care centers. They also plan to allocate \$23.5 million from general fund for legislative actions related to safe drinking water initiatives. City staff received updates from ACWA through BAWSCA of which Santa Clara is a member agency. City staff will continue to work with partner agencies to oppose any future drinking water taxes.

#### *SB 200*

Governor Newsom signed SB 200 into law on July 24, 2019 that created the legal structure and process for funding drinking water solutions for disadvantaged communities in California. In the 2019-20 State Budget it set forth part of the funding solution. The State Budget provides approximately \$130 million (\$100 million from the Greenhouse Gas Reduction Fund and \$30 million from the General Fund) for Fiscal Year 2019-20 for safe drinking water solutions in disadvantaged communities that do not have access to safe drinking water.

The bill was supported by ACWA as this solution did not include a water tax. City staff received updates from ACWA through BAWSCA. The City supports funding through alternative funding solutions that don't involve a statewide tax on local water bills, keeping water affordable for Santa Clara residents.

### *Water Supply Reliability*

The City supports efforts by its wholesalers and other State and Federal agencies to deliver water to Santa Clara customers using clean energy, ensuring both water supply reliability and environmental sustainability. The City works collaboratively with organizations like BAWSCA that represent City interests to determine the best avenue for advocacy. Examples of projects worthy of City support include the relicensing of the La Grange and Don Pedro Hydroelectric projects currently in the environmental review and planning process. The flow proposals through relicensing of these projects must properly balance environmental, agricultural, municipal and industrial beneficial uses of water. The environmental review process must evaluate impacts to the Bay Area's water supply, economy and environment. These types of projects will ensure efficient water delivery while protecting source water like the Tuolumne River.



## **REGIONAL ISSUES AND COLLABORATION**

While the City of Santa Clara is unique in many ways, it experiences many of the same issues that other cities in the region experience. As demonstrated in other Legislative Advocacy Positions, the City works closely with other jurisdictions to address a variety of issues that impact residents in the San Francisco Bay Area, such as affordable housing, transportation, and water conservation. The City recognizes the importance of regional collaboration and participates in regional organizations such as Santa Clara County Cities Association, Silicon Valley Economic Development Alliance, and the Santa Clara/Santa Cruz Airport Community Roundtable to not only advance the City's goals but to contribute to regional work efforts. Staff will continue to track regional issues and monitor new legislation to ensure that they benefit the region and its residents.



## **REGIONAL TRANSPORTATION ISSUES**

In October 2018, the Metropolitan Transportation Commission (MTC) released its annual analysis of Bay Area freeway locations with the most weekday traffic congestion. The analysis found weekday congestion leveling off in 2017 after four consecutive years of worsening commute times in the Bay Area. Included in the MTC's Top 10 list of the most congested Bay Area freeways is southbound U.S. 101 from Mountain View to San Jose during the afternoon commute, which remains the third most congested freeway corridor in the Bay Area. Santa Clara residents and businesses alike, have been impacted by this, and other, traffic congestion. Businesses, in particular, have mentioned that traffic congestion in the area was one of their main concerns during retention visits.

Due to the need for a variety of transportation improvements in Santa Clara County, in November 2016 voters approved the Valley Transportation Authority's Measure B half-cent Sales Tax measure, which is projected to generate \$6.3 billion (in 2017 dollars) over a 30-year period. Measure B includes a diverse mix of transportation projects and services such as Local Streets and Roads improvements, BART Phase II, Bicycle and Pedestrian projects, Caltrain grade separations and corridor capacity improvements, highway interchange improvements, County expressway improvements, and transit operations. Sales tax collection began in April 2017 and in early 2019 funding was able to be put to use after lawsuits related to this measure were cleared by the courts. This tax measure will fund much needed transportation projects and services that are projected to improve mobility in Santa Clara County.

Additionally, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was signed into law by Governor Brown in 2017. The legislative package will invest \$54 billion over the next decade to fix roads, freeways and bridges in communities across California. These funds will be split equally between state and local investments and support road rehabilitation, congestion relief, trade corridor improvements, and improved transit/rail travel. SB 1 was in danger of being repealed by Proposition 6 on the November 2018 ballot but that initiative failed with 57% of voters against the Proposition.

During 2019, a new transportation funding initiative, titled FASTER Bay Area, made headlines due to the magnitude of the funding proposal, the cross-section of supporting organizations, and the initiative's focus on transit improvements. Led by SPUR, the Bay Area Council, the Silicon Valley Leadership Group and other key organizations, the intent is to raise up to \$100 billion over 40 years for transportation projects in the Bay Area, with a focus on transit improvements through a proposed one-cent sales tax. The organizations leading the effort have indicated that Seattle and Los Angeles have passed regional transit measures similar in scale in 2016. The funds generated by the proposal would be dispersed to regional transit districts, including BART and the Metropolitan Transportation Commission, among others. Strategies that will be evaluated for the measure include, but are not limited to:

- Creating transit hubs around the region and connecting major cities by rail for frequent service and travel times of no more than 60 minutes between two points in the Bay Area's inner core
- Creating a modern transportation system that integrates traditional transit, cars and active transportation with the future of automated and connected vehicles
- Connecting rail around the Bay Area by linking and expanding BART, Caltrain, ACE, SMART, Amtrak and Capitol Corridor to make a fully integrated rail network

- Modernizing and repairing our current trains and buses to be faster, cleaner, safer and more reliable
- Building more public transit options in communities that are currently underserved
- Expanding rail, bus and ferry service networks to allow commuters to get out of their cars and connect local cities to regions outside the Bay Area, such as Sacramento and the Central Valley
- Creating safe walking and biking paths to allow easier access to public transit
- Upgrading existing transit networks to reduce emissions and be more environmentally friendly
- Exploring a mandate requiring the region's employers to invest in sustainable commute options for millions of workers.

In addition to these regional efforts, local efforts are underway to promote and provide funding for alternative modes of transportation, such as the 2018 update to the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan Update 2018, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan. Additionally, City staff is working with other transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail.

City staff will continue to monitor and advocate for legislation and projects that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and support the City's commitment to environmental sustainability.



## **SANTA CLARA FEDERAL LEGISLATIVE PRIORITIES**

### About Santa Clara

Located at the heart of Silicon Valley about 45 miles south of San Francisco, the City of Santa Clara truly is "The Center of What's Possible." Incorporated in 1852, Santa Clara covers an area of 19.3 square miles with an estimated population of 129,498. Santa Clara is home to an extraordinary array of high-tech companies, including Applied Materials, Hewlett-Packard, Intel, Nvidia, Oracle, and Ericsson. The City of Santa Clara is also home to Santa Clara University, California's Great America Theme Park, and Levi's® Stadium, home of the San Francisco 49ers and SB50. The City of Santa Clara operates four lines of business: municipal services, electric utilities through Silicon Valley Power, Stadium Authority, and Convention Center and Visitors Bureau

### 2020 Legislative Priorities

The City of Santa Clara is seeking to engage our Congressional Representatives, most importantly our 17th District representative Congressman Ro Khanna, and U.S. Senators Dianne Feinstein and Kamala Harris, to advocate and convey our City's legislative priorities. Many decisions that are made in Washington, D.C. have direct or indirect impacts on the City's ability to provide program and services to residents. When legislators know the City priorities, and community stories from residents and businesses related to those priorities, they are better equipped to represent our interests in Washington. Santa Clara's 2020 Strategic Pillars include:

#### *Promote and Enhance Economic, Housing and Transportation Development*

The City is interested undertaking efforts to remake Santa Clara's downtown and further develop other sections of the city by incorporating more restaurants, gyms and retail space. Santa Clara supports the advancement of legislation that promotes and increases economic development.

Additionally, the City's overarching goal is an affordably housed community. To achieve this, Santa Clara will pursue federal housing resources, policies, and flexibility necessary for residents to access the broad spectrum of affordable housing needs they may require, including housing for families, persons with special needs, the elderly, people experiencing homelessness, and those at risk of homelessness; through homeownership and rental housing; with both new production and preservation.

The City would like to ensure that opportunities, such as increasing the production and preservation of affordable rental apartments, are maintained by expanding the Low Income Housing Tax Credit and improving it and tax-exempt Multifamily Housing Bonds through enactment of the Affordable Housing Credit Improvement Act (S. 1703/H.R. 3077) and the Save Affordable Housing Act (S. 1956/H.R. 3479).

Santa Clara residents and businesses have been impacted by traffic congestion. Businesses, in particular, have mentioned that traffic congestion in the area was one of their main concerns during retention visits. The City is interested in developing a smarter city that incorporates alternative methods of transit through opportunities such as the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan.

Additionally, the City is working with transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail. The City implores Congress to develop legislation to reauthorize Surface Transportation funding so that projects alleviating traffic congestion and promoting alternative modes of transportation can benefit Santa Clara residents and businesses and support the City's commitment to environmental sustainability.

In addition to surface transportation, the City is highly concerned about the impact of aircraft noise to communities surrounding San Jose International Airport. While the City does not have direct authority over air space, the City is interested engaging with federal representatives and authorities to mitigate the effect on our residents. The City of Santa Clara supports legislation that seeks to mitigate the impacts of aircraft noise to residential communities such as the All Participating in Process Reaching Informed Solutions for Everyone (APPRISE) (H.R.5110) Act and the Notified Officials to Inform Fully and Impel Educated Decisions (NOTIFIED) Act (H.R. 5111).

*Deliver and Enhance High Quality Efficient Services and Infrastructure*

As a full-service city, the City of Santa Clara supports federal legislation and funding that support and enhance the delivery of services and infrastructure. These services and infrastructure include water supply and water infrastructure, emergency services, public safety, and wireless telecommunications facilities.

The City of Santa Clara is concerned about the regional and state-wide water supply in California. The City of Santa Clara operates 26 wells that make up about 62% of the City's potable water supply, which is replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD). The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 16% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City. Thus, the City supports continued funding for programs like the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund (DWSRF), which ensure all communities have access to safe drinking water.

As the State and region continues to experience an unprecedented number of natural and man-made disasters, the City recognizes the importance of emergency preparedness, fire prevention, fire suppression, and emergency medical services. The City supports legislation such the Enhancing the Strength and Capacity of America's Primary Evacuation routes Act (H.R. 2838), which would help ensure the safety of Californians in the event of a natural disaster. Additionally, as the 2019–2020 Coronavirus Pandemic continues to unfold and place huge disruptions on residents' lives and city services, the City of Santa Clara supports continued efforts to stop the spread of COVID-19, provide direct relief funding to local jurisdictions, especially small and medium-sized cities, and the temporary suspension of certain time-specific statutory requirements so that it can continue to devote the resources necessary to protect the health and safety of Santa Clara residents.



Lastly, the City of Santa Clara is concerned about the wireless telecommunications industry's made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way. Several actions by federal and state lawmakers have resulted in: adoption of regulations and orders controlling local authority over placement, including through adoption of "shot clocks" requiring local agencies to complete review of projects within a specified time period. Santa Clara urges lawmakers to protect local control by passing legislation such as the Accelerating Broadband Development by Empowering Local Communities Act (H.R. 530).

#### *Enhance Community Sports, Recreational and Arts Assets*

The City wants to make sure that Santa Clara is a city where residents can utilize and take part in the community. The City envisions a community that develops and maintains increased green spaces, dog parks, soccer parks, cricket facilities, bike trails, senior citizen centers, and multi-use libraries. Santa Clara would like lawmakers to focus funding towards improving, maintaining and encouraging people to connect with green spaces, so residents can reap the health and wellbeing rewards they provide. The City of Santa Clara supports legislation such as the Outdoors for All Act (S. 1458), which help communities around the country construct and improve parks and other outdoor recreational spaces.

Additionally, the City is supportive of the arts and urges lawmakers to support continued funding for the National Endowments of the Arts, Institute of Museum and Library Services, and the National Endowment of the Humanities.

#### *Manage Strategically our Workforce Capacity and Resources*

The City of Santa Clara believes that it is critical to invest in the success of the public workforce system. There has been a nationwide effort to implement the Workforce Innovation and Opportunity Act (WIOA), including demand-driven training, apprenticeships, and career pathways to close skills gaps for employers and help workers increase their income. The City of Santa is encouraging lawmakers to continue funding for WIOA programs. This effort will ensure a coordinated alignment with the workforce development programs and an array of partner programs, including career and technical education, higher education, adult basic education, vocational rehabilitation, and other human service programs. Ultimately this will lead to better employment and career advancement outcomes.

#### *Promote Sustainability and Environmental Protection*

The City of Santa Clara is committed to creating a sustainable city and supports efforts to protect the environment. The City is concerned about legislation and regulation changes that may have negative impacts on clean energy and energy conservation and forest management and efforts to reduce regulations on greenhouse gas emissions and offshore oil drilling. The City encourages lawmakers to advance sustainability and environmental efforts, including supporting funding for related grants.



## **SCHOOL MITIGATION FEES**

In 1986, the Governor signed into law AB 2926 (Chapter 887/Statutes 1986) which authorized school districts to levy development fees to pay for new school facilities and established the maximum fees that can be charged to developers that are building new residential and non-residential projects. This fee is updated every two years as adjusted for inflation. Once the maximum rate is set by the State, it is the responsibility for each school district to establish its own rate.

The school fees are earmarked for improving and expanding school facilities to serve the school-age population that would be generated from new development. Land values and construction costs have dramatically increased since 1986 and the current adjusted maximum rate does not adequately mitigate the school impacts from new development.

Santa Clara is committed to the ongoing production of needed housing within the City and multiple residential projects are now in progress within the City at different stages of development, such as at Santa Clara Square, the Lawrence Station, and Tasman East Specific Plans. Other proposed residential developments include the El Camino Real Specific Plan, the Patrick Henry Specific Plan, Related Santa Clara, and the Kylli project. Together, these new developments are projected to generate over 30,000 new housing units in Santa Clara.

With increasing community concern over the ability of school districts to meet the facility needs for a growing school-age population, consideration should be given to increasing the allowable school mitigation fees. Cities and school districts are constrained by the amount set by the State, and the current rate does not adequately cover the cost for new facilities and enhancements to existing facilities. This places a formidable challenge on school districts to implement their school modernization programs while also responding to the pressures of increasing enrollment. The City would support efforts by the State Legislature and/or Allocation Board to increase the rates and/or inflation calculator to more realistically reflect current school facility costs, or consider other provisions to allow school districts to effectively mitigate the impacts of new development.



## **SUSTAINABILITY AND ENVIRONMENTAL LEGISLATION, REGULATIONS AND ISSUES**

The City of Santa Clara is committed to creating a sustainable city for residents and businesses. Interest in sustainability and environmental issues, at both the state and federal levels, will likely result in new legislation and regulation changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents. This Legislative Advocacy Position summary focuses on various sustainability and environmental issues that could potentially impact our community.

### *California Environmental Quality Act Reform*

The issue of reform of the California Environmental Quality Act (CEQA) has not been addressed comprehensively since the 2014 California legislative session. Various subsequent legislative efforts (e.g., AB 1560, AB 1515) have included elements of CEQA reform to support increased housing production or to advance other legislative priorities. The City of Santa Clara generally supports opportunities to further reform the CEQA process that support greater efficiency and transparency and alignment with objective environmental goals while protecting local land use authority.

Additionally, the City is actively working to update its transportation policies to analyze vehicle miles traveled, in lieu of level of service, in relation to transportation impacts for projects to ensure compliance with SB 743.

### *Clean Energy and Energy Conservation*

The City, and its electric utility Silicon Valley Power (SVP), actively engages in energy policies that move residents and businesses toward a cleaner future ensuring reliable, affordable and sustainable power, with effective local accountability as a fundamental requisite. Preserving local decision-making authority ensures that the best interests of the community are taken into account, actions are tailored to local priorities, and is key to the goal of delivering reliable, affordable and sustainable power. Locally elected representatives are more responsive to the needs of our community as decisions are made through a public process, allowing customers to directly participate in the decision making.

The City will continue to engage in discussions, legislation, and policy, regarding energy related issues including renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, distributed energy and transportation electrification, among other things. The City has had an Environmental Stewardship and Renewable Portfolio Standard Policy Statement since 2008. The City advocates for goals and policies that remain technology agnostic and commercially available, and avoids policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation. The City supports legislation that remove barriers to the electrification of buildings and transportation and legislation that provides regulatory streamlining of reporting and other actions that also preserves local decision-making authority.

### *Contaminants of Emerging Concern*

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Board) prescribe

regulations that limit the amount of certain contaminants in water provided by public water systems. The quality of drinking water is carefully regulated by the federal government. In 1974, Congress passed the Safe Drinking Water Act, requiring the USEPA to establish uniform standards for drinking water. The Safe Drinking Water Act was further amended in 1986 and 1996, adding even more stringent standards. In California, these standards are enforced by the State Water Resources Control Board Division of Drinking Water. These regulations are constantly being reviewed and revised. As new contaminants of emerging concern are found, studied and published, legislation can follow promoting or expediting new water quality regulations.

#### *Green House Gas (GHG) Emission Reductions*

Sustainability is an important goal for the City. The City monitors legislation that may have a regional and local impact on greenhouse gas emissions to advocate for effective and equitable approaches to emissions reduction especially to California Air Resources Board's (CARB) identified Disadvantaged Communities (DAC) and the Bay Area Air Quality Management District's (BAAQMD) identified Community Air Risk Evaluation (CARE) communities.

The Global Warming Solutions Act of 2006 (AB 32), requires California to reduce its GHG emissions to 1990 levels by 2020, and set the frame work for 40% reduction from 1990 GHG levels by 2030 and 80% reduction targets from 1990 GHG levels by 2050. The City supports a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors (transportation, electricity, buildings, etc.). The City advocates for the flexibility to optimize the portfolio of GHG emission reduction opportunities identified in the City's Climate Action Plan and include new renewable energy procurement, energy efficiency, demand response, smart grid solutions, energy storage, emission trading, among other actions to the portfolio. The City's Climate Action Plan is heavily reliant on Silicon Valley Power to implement and further accelerate greenhouse gas reductions. The City has initiated a comprehensive update to the City's Climate Action Plan, recently entering into a contract with a consultant to support this effort. A detailed schedule for community engagement and preparation of the comprehensive update is under preparation, but the update is anticipated to be complete in early 2021.

#### *Lead Testing of Drinking Water in California Schools*

The State Water Resource Control Board's (SWRCB) Division of Drinking Water (DDW), along with the State Department of Education, created regulations in 2017 regarding potable water lead monitoring in schools. In addition, AB 746, signed by the Governor in 2017, required all water agencies to provide testing at fixtures, such as drinking fountains and kitchen sinks, for lead in drinking water for all K-12 public, private, and preschools and child day care facilities located on public school property built before 2010. The City of Santa Clara supports this legislation that protects the health of children who might be exposed to lead and staff is working with the School Districts to complete the required testing. City staff completed required sampling (172 samples at 33 schools) by July 1, 2019. All samples, with the exception of one sample taken at John Sutter Elementary School, were well below the EPA action level of 15 ppb. The fixture was immediately taken out of service and replaced by Santa Clara School District. Resampling at the site resulted in a ND (no-detect) for lead. Sampling results from the testing were given to state and school officials and published in the City's Annual Consumer Confidence Report. Although not a requirement, the City proactively completed sampling at City libraries. All sample results were below the EPA action level of 15 ppb.

Assembly Bill 2370 requires all licensed child day care and preschool facilities located on private property in California to test for lead levels in their drinking water. AB 2370 requires licensed child day care facilities which are located in a building that was constructed before January 1, 2010, to have its drinking water tested for lead contamination levels on a specified schedule and to notify parents or legal guardians of children enrolled in the day care center of the requirement to test the drinking water and the results of the test. If a licensed child day care center is notified that it has elevated lead levels, AB 2370 requires the day care center to immediately make inoperable and cease using the affected fountains and faucets and obtain a potable source for water for children and staff. Testing for lead levels in drinking water must be conducted between January 1, 2020 and by the end of 2022. Day care facilities are responsible for the cost of testing and any subsequent repairs. The City supports legislation that protects the health of children who might be exposed to lead and staff is working with the School Districts; however, consideration should be given to ensure proper funding is made available for the required monitoring, reporting and potential remediation work.

#### *Per- and Poly-fluoroalkyl Substances (PFASs)*

Perfluorooctanesulfonic Acid (PFOS) and Perfluorooctanoic Acid (PFOA) are fluorinated organic chemicals that are part of a larger group of chemicals referred to as per- and poly-fluoroalkyl substances (PFASs). PFOS and PFOA have been extensively produced and studied in the United States. They have been used extensively in consumer products such as carpets, clothing, fabrics for furniture, paper packaging for food, and other materials (e.g., cookware) designed to be waterproof, stain-resistant or non-stick. In addition, they have been used in fire-retarding foam and various industrial processes.

In May 2016, the Environmental Protection Agency (EPA) issued a lifetime health advisory for PFOS and PFOA for drinking water, advising municipalities that they should notify their customers of the presence of levels over 70 parts per trillion in community water supplies. The EPA recommended that the notification of customers include information on the increased risk to health, especially for susceptible populations.

Assembly Bill 756 (Codified as Health and Safety Code section 116378) authorizes the SWRCB to order a public water system to monitor for PFOS and PFOA.

The City of Santa Clara has conducted four quarters of monitoring for PFOS and PFOA at wells selected by the SWRCB. All monitoring has resulted in non-detections. City staff are working closely with the Department of Drinking Water in order to comply with all regulations and requested monitoring related to PFOS and PFOA is completed.

As required by California Senate Bill 1422, the SWRCB will formally adopt a definition of microplastics in drinking water by July 1, 2020. It is unknown whether there are any human health effects from exposure to microplastics in drinking water. There is no standard definition of microplastics, however, they are generally understood to be plastic particles smaller than 5 millimeters (mm) in size. Much work remains to be done to characterize and understand the human health effects of microplastics specific to ingestion in drinking water. Recognizing the need for a better understanding of microplastics, the World Health Organization (WHO) included a study of microplastics occurrence and health effects in drinking water in their 2020-2021 budget. WHO's preliminary assessment (August 2019) is that microplastics in drinking water don't appear to pose a health risk at current levels. However, WHO acknowledged that more research is needed.

#### *Prohibition of Oil Drilling off the California Coast*

In 2017, the President's Administration announced its intent to allow additional offshore drilling around the United States, including a location in the Pacific Ocean along the

Northern California coast. Offshore drilling is widely considered to carry significant risk to the environment and to worker safety. Additionally, the resourcing of additional fossil fuels is at odds with the climate protection goals of California and Santa Clara.

In response to the administration's proposal, Governor Brown signed AB 1775 and SB 834 in September 2018 that ban new offshore drilling by prohibiting the State Lands Commission from issuing new leases for oil-related infrastructure in the state's coastal waters. It is in Santa Clara's interest to support and complement State efforts to oppose allowing additional oil drilling off the California coast.

#### *Recycling and Solid Waste*

In September 2015, the California Air Resources Board (CARB) announced its intent to ban landfill disposal of food waste and other organics by 2025 in hopes of further reducing methane emissions from landfills. SB 1383, signed into law by Governor Brown in 2016, reinforced CARB's focus on diverting organics from landfills. The bill established 2014 disposal as a baseline, then sets a state target of reducing disposal 50% by 2020 and 75% by 2025. CalRecycle began drafting regulations to implement the organics diversion provisions of SB 1383. The most recent draft regulations released in October 2019 are intensive, requiring inspection/enforcement, public education and outreach. They are also more prescriptive in terms of food recovery and color coding of bins.

However, creating the composting and anaerobic digester infrastructure needed to process the additional food waste will require overcoming significant statewide funding, siting and land use and environmental permitting challenges. A key issue is the need for a realistic, market-driven definition of "organics."

It is in the City's interest to continue to monitor the progress and implementation of these efforts as they relate to its utility functions of wastewater, water, and solid waste management and to the City's greenhouse gas reduction goals and approaches. The final regulations need to provide clear and flexible pathways to achieve compliance. In December 2019, the City Council authorized the City Manager to enter agreements with Mission Trail Waste Systems for collection and GreenWaste Recovery, Inc. for processing of solid waste. Under the new agreements, the City will be leveraging mixed waste processing of solid waste to capture organics for composting. The City should monitor and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for compliance.

#### *Sanitary Sewer Overflows (SSOs)*

The City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the Sanitary Sewer collections system through a rigorous inspection protocol all work to lessen the number of Sanitary Sewer Overflows (SSOs) as way to protect water quality, public health, and the overall environment. The City is supportive of legislative and regulatory efforts on both the State and Federal level that assist in the City's mission. These efforts may be in the form of source control, whereby things like FOG or wipes and rags are kept out of the sanitary system, or they may be in the form of innovative operational tools and infrastructure funding. More broadly, the City supports pollution prevention efforts that keep pollutants, such as pharmaceuticals and hazardous materials out of the sanitary sewer system. Additionally, the City supports current proposed legislation, AB 1672, Bloom that will prohibit single-use wet wipe products from being flushed down the toilet that are being labeled as flushable. Many of these products are labeled as "flushable" giving people the impression they are safe to flush, when in fact they are not. Many wastewater treatment plants, pump stations, and sanitary sewer collection systems experience operational issues as a result of wet wipes being flushed down toilets. These operational issues require costly operational repairs. These products do not break down in the sewer

collection system and clump together thus causing clogging issues in the sanitary sewer collection system and in pumps. Additionally, these wipes contribute to sanitary sewer overflows negatively impacting human health and the natural environment such as local creeks and the San Francisco Bay.

#### *South Bay Salt Ponds Restoration Project*

The salt pond conversion project, to restore the salt ponds to their natural ecosystem and provide flood protection, is ongoing. A large amount of fresh water enters the San Francisco Bay from wastewater treatment plants in South Bay cities, including Santa Clara. These inputs of freshwater are included in the hydrodynamic modeling work conducted to evaluate the impact of alternatives on such things as salinity, water quality, and water levels. Project partners, such as the California State Coastal Conservancy, the California Department of Fish and Game, the U.S. Fish and Wildlife Service, Santa Clara Valley Water District, Alameda County Flood Control and Water Conservation District, and the U.S. Army Corps of Engineers, and members of the public are collaborating to implement the first phrase of the current restoration plan. The project needs to be tracked, due to its proximity and possible impact on the Regional Wastewater Facility, which Santa Clara jointly owns with the City of San Jose.

#### *South Bay Shoreline Study*

Shoreline areas along San Francisco Bay will risk damages from coastal flooding, with potential impacts to human health and safety, due to future sea level rise. The South San Francisco Bay Shoreline Project is a congressionally authorized study by the US Army Corps of Engineers, together with the Santa Clara Valley Water District and the State Coastal Conservancy, to identify and recommend flood risk management projects for Federal funding. The Corps is looking at projects that will reduce flood risk, restore some of the region's lost wetlands, and provide related benefits such as recreation and public access. This project, and other Bay Area resiliency planning efforts, should be tracked into ensure that Santa Clara's infrastructure and community assets are considered and protected as the Bay Area plans and constructs resiliency projects. Santa Clara has supported Measure AA funding for the South San Francisco Shoreline Study. The San Jose/Santa Clara Regional Wastewater Facility is a critical facility which is co-owned by the City of Santa Clara located on 2,600 acres serving 1.4 million people and Silicon Valley businesses. This facility, along with the Silicon Valley Advanced Water Purification Center, is located in the area of the study as posing significant risk to tidal flooding. Both facilities would benefit from the construction of a coastal levee and habitat restoration. Pre-construction work on the flood control levee began during the Summer of 2019.

#### *Urban Runoff Pollution Prevention*

The City supports provisions of National Pollutant Discharge Elimination System permit regulations that are attainable and reflect local conditions and circumstances. Along the same lines, new regulations and/or permit requirements that include numerical limits for municipal urban runoff discharge should be opposed as infeasible and a very expensive way to address the problem. It is in the City's continued interest to support urban runoff pollution prevention regulations, water conservation and recycling, and pollution controls that benefit the City. Policies by Regional Water Quality Boards should recognize the goals of the Clean Water Act but apply an appropriate standard based on local circumstances.

### *Vegetation and Forest Management*

The City supports the modernization of vegetation and forest management practices for wildfire prevention and carbon sequestration. The City is supportive of biomass production for energy, forest thinning, and other activities to improve the health of forests damaged by infestation of bark beetles, plant pathogens, drought, or other hazards that exponentially increase wildfire dangers.

The City has broad interest in the impacts of forest management ranging from fire hazard to electric generation stations and transmission to the general negative impacts on watersheds and carbon sequestration. The City also recognizes that catastrophic wildfires are also a large source of GHG and black-carbon emissions and negatively offset the efforts of all agencies in reducing such emissions. The City supported and continues to support policies, funding mechanisms, and additional resources that strengthen forest management and fire prevention activities and improve emergency preparedness and response.

### *Wastewater Regulation*

The San Jose/Santa Clara Regional Wastewater Facility (RWF) is the largest advanced wastewater treatment plant in the western United States serving a population of over 1.4 million people and over 17,000 businesses across eight cities and the County. The RWF is also the largest discharger to the San Francisco Bay. The RWF is regulated by the National Pollutant Discharge Elimination System (NPDES) permit under the Clean Water Act administered by San Francisco Bay Regional Water Quality Control Board. The RWF has been successful in meeting the discharge requirements through capital improvements and source control programs. New regulations are focused on Contaminants of Emerging Concern, Toxicity, and Nutrient Reduction.

There are a number of wastewater regulations under consideration or in the implementation phase that warrants monitoring including: the reissued San Francisco Bay Nutrient Watershed Permit that became effective in July 2019; more stringent regulations related to contaminants of emerging concerns; a draft State Toxicity Plan was released in October 2018 and could be adopted by Summer 2020; and Senate Bill 1383, which calls for a 75% reduction in the amount of organic material (biosolids) that can be diverted to landfills from the RWF.

The RWF is also dealing with a number of air quality regulations that will be monitored closely that include: Bay Area Air Quality Management District's (BAAQMD) Rule 11-18, that is intended to assess and reduce human health risks associated with toxic air contaminant emissions from facilities in the Bay Area; the Greenhouse Gas Emissions cap and trade program that was authorized by AB 32 in 2006 and extended through 2030 with adoption of SB 32 in 2017; Greenhouse Gas Emissions – BAAQMD Methane Rules, through treatment plant processes in the digesters at the plant, Rule 13-1 is intended to require facilities to find and eliminate large leaks. A draft of the rule was released in September 2018, although no hearing date has been scheduled yet.

### *Water Sustainability*

The City's Water & Sewer Utilities Department continues its commitment to the sustainability of water resources in Santa Clara. Through the rate setting process, the utilities ensure the funding of operations, capital improvement, and necessary reserves to ensure a fiscally and operationally sustainable infrastructure model. The Department's education and outreach functions, under Council direction, help to promote the vision of Conservation as a California Way of Life to prepare for the next drought even in years of average or above average precipitation. Through study, advocacy, and collaborative efforts with regional partners such as BAWSCA, Valley Water and the City of San Jose,



the City works to maintain the reliability of the water supply to support current customers and to allow for expected growth in the near future and beyond.

**To:** City of Santa Clara

**From:** Townsend Public Affairs, Inc.  
Casey Elliott, State Capitol Director  
Jonathan Jackson, Senior Associate  
Austin Webster, Senior Associate

**Date:** October 9, 2020

**Subject:** Legislative Update

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Below are highlights of legislation that was considered in each of the City's Legislative Advocacy Position areas:

***Affordable Housing and Homelessness***

AB 434 (Daly) – This bill aligns six rental housing programs with the Multifamily Housing Program, to enable the Department of Housing and Community Development to implement a single application and scoring system for making coordinated awards under all seven programs. *This measure was signed into law by Governor Newsom.*

AB 725 (Wicks) – This measure requires 25% of a local government's moderate- and above moderate-income RHNA allocation to be allocated to sites with zoning that allows for 4-100 units of housing per acre. *This measure was signed into law by Governor Newsom.*

AB 1851 (Wicks) – This measure allows a housing development project on religious institution-owned land to eliminate parking spaces without replacement and allows religious-use parking spaces to count towards local parking requirements for housing. *This measure was signed into law by Governor Newsom.*

AB 2345 (Gonzalez) – This measure revises Density Bonus Law to increase the maximum allowable density and the number of concessions a developer can seek. *This measure was signed into law by Governor Newsom.*

AB 2405 (Burke) – This bill declares a state policy that every individual in California has the right to safe, decent, and affordable housing. *This measure was vetoed by Governor Newsom.*

***COVID-19 Legislation***

AB 685 (Reyes) – Requires employers to provide written notice and instructions to employees who may have been exposed to COVID-19 at their worksite and enhances CalOSHA's ability to enforce health and safety standards to prevent workplace exposure to, and spread of, COVID-19. *This measure was signed into law by Governor Newsom.*



AB 3088 (Chiu) – This measure represents the agreement reached between the Governor, legislative leaders, and industry stakeholders related to COVID-19-related convictions. The measure proposes a set of temporary measures designed to prevent widespread loss of housing through evictions and foreclosures resulting from the economic impacts of coronavirus. *This measure was signed into law by Governor Newsom.*

SB 1159 (Hill) – This bill codifies the Governor’s Executive Order that created a rebuttable presumption that essential employees who contracted COVID-19 were infected on the job and establishes the scope and terms of a similar presumption for infected employees outside of the Executive Order. *This measure was signed into law by Governor Newsom.* This measure was an urgency statute and went into effect immediately upon signing.

CARES Act – This year, Congress has approved several bills aimed at providing economic relief from the impacts of the coronavirus. The largest of these measures was the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which was approved by Congress and signed into law by President Trump on March 27<sup>th</sup>. The CARES Act contained over \$2 trillion in economic relief for individuals, businesses, and governments. The CARES Act contained direct assistance to individuals through stimulus checks and increase federal unemployment benefits; assistance to businesses through the Small Business Administration and with the creation of the Paycheck Protection Program; and, funding to states and local governments through the Coronavirus Relief Fund.

Phase 4 Legislation – As of early October, Congress and the Administration are continuing to work to reach agreement on additional coronavirus relief legislation. While the exact details are still the subject of negotiations, the aim of Phase 4 legislation would be similar to that of the CARES Act, to provide direct relief to individuals, assistance to businesses, and potentially include additional relief to state and local governments to help address revenue shortfalls due to the economic impacts of the coronavirus.

### ***Energy Legislation, Regulations and Issues***

SB 350 (Hill) – This bill authorizes the creation of a non-profit public benefit corporation, Golden State Energy, to acquire Pacific Gas and Electric under specified conditions, including in the event that PG&E does not emerge from Chapter 11 bankruptcy. The bill provides specified actions should PG&E not emerge from bankruptcy or have its CPUC-issued license revoked. *This measure was signed into law by Governor Newsom on June 30<sup>th</sup>.*

### ***Engagement with Federal Aviation Administration Regarding Airplane Noise***

No new aircraft noise-specific legislation has been introduced as a standalone bill in Congress so far in 2020. There have been 10 bills introduced on the topic, since the beginning of the 116<sup>th</sup> Congress, and all measures have been referred to the Committee on Transportation & Infrastructure, but have not been considered by the Committee.

Rep. Rouda Appropriations Amendment – Congressman Harley Rouda (D-CA) successfully included a provision in the House Appropriations Committee report to help address aircraft noise and improve the FAA’s community engagement activities. This report language would:



- Increase funding by \$5 million for the FAA to hire additional staff to increase its community engagement capacity;
- Require the FAA to submit a report to Congress on activities undertaken by regional ombudsmen under Section 180 of the FAA Reauthorization Act of 2018;
- Require the FAA to submit a report to Congress cataloguing all FAA programs related to airport, aircraft, and environmental noise; and
- Require the FAA to submit a report to Congress on its noise complaint portal, which is expected to be rolled out nationwide later this year.

Unlike the bill itself, committee reports are not subject to full-chamber approval, and these instructions to the FAA will go into effect immediately upon finalization of Fiscal Year 2021 funding.

### ***Human Resources/Public Sector Employment***

AB 1945 (Salas) – This measure formalizes the definitions of “first responder” and includes “Public Safety Dispatcher” and “Public Safety Telecommunicator” within that definition. The measure clarifies that the definitional change does not confer a right to an employee or perspective employee to obtain a retirement benefit formula for an employment classification that is not included in that formula. *This measure was signed into law by Governor Newsom.*

SB 1383 (Jackson) – Expands the California Family Rights Act to allow employees to use unpaid job protected leave to care for a domestic partner, grandparent, grandchild, sibling, or parent-in-law who has a serious health condition. *This measure was signed into law by Governor Newsom.*

### ***Local Authority over Wireless Telecommunications Facilities and Cable Services***

AB 2421 (Quirk) – This bill requires, until January 1, 2024, a local agency to administratively review an application to install an emergency standby generator at an existing macro cell tower site. *This measure was signed into law by Governor Newsom.*

SB 1441 (McGuire) – This measure would remove the sunset on local governments’ ability to collect Utility User Taxes from retail sales of prepaid wireless telecommunication products and services and would assist the California Department of Tax and Fee Administration with administration of the program. *This measure was signed into law by Governor Newsom.*

H.R. 530 (Eschoo) and S.2012 (Feinstein) – These measures would overturn Federal Communications Commission regulations limiting the ability of local governments to regulate the deployment of 5G wireless infrastructure. *These measures have been referred to Committee, but have not been considered.*

### ***Public Safety***

AB 1196 (Gipson) – This measure would prohibit law enforcement agencies from authorizing carotid restraint holds and choke holds. *This measure was signed into law by Governor Newsom.*

AB 1506 (McCarty) – This measure would require a state prosecutor to investigate incidents of an officer-involved shooting resulting in the death of an unarmed civilian. Additionally, the



measure requires the Attorney General, beginning July 1, 2023, to operate a Police Practices Division to, upon request of a local law enforcement agency, review the use of deadly force policies of that agency. *This measure was signed into law by Governor Newsom.*

AB 2054 (Kamlager) - This measure would establish a pilot program to expand the participation of community organizations in emergency response for vulnerable populations. *This measure was vetoed by Governor Newsom.*

### ***Regional and Statewide Water Supply and Conservation***

AB 3005 (Rivas) – This measure authorizes the Santa Clara Valley Water District’s Anderson Dam project to receive expedited permitting and CEQA review, award contracts on a best value basis, and impose additional environmental requirements on the project. *This measure was vetoed by Governor Newsom.* In his veto message, the Governor noted, “Although the Anderson Dam projects are a key element of dam safety, it is problematic to set a precedent for a special process and timeline for one project that may undermine the quality of review by departments. Furthermore, a public works project of this magnitude will have significant environmental impacts, and therefore, review through the full CEQA process is necessary.”

SB 1386 (Moorlach) – This measure provides that fire hydrants are a part of water service for the purposes of Proposition 218, which was approved by voters in 1996. *This measure was signed into law by Governor Newsom.*

### ***Regional Issues and Collaboration***

No substantive legislation was approved in this area in 2020.

### ***Regional Transportation Issues***

AB 1286 (Muratsuchi) – This bill places requirements on companies that provide shared mobility devices and the local authorities that allow such devices to be operated within their jurisdictions. These requirements include obtain local permits, maintaining commercial general liability insurance coverage, and requires local jurisdictions to adopt rules for operating devices in the authority’s jurisdiction. *This measure was signed into law by Governor Newsom.*

SB 278 (Beall) – This measure was originally intended to serve as the vehicle for any statutory changes needed to facilitate placing the Faster Bay Area regional transportation measure on the ballot in the nine-county Bay Area. *The proponents of Faster Bay Area elected not to try and place the measure on the ballot in 2020, thereby making the legislation unnecessary.*

### ***School Mitigation Fees***

No substantive legislation was approved in this area in 2020.

### ***Sustainability and Environmental Legislation, Regulations and Issues***

AB 793 (Irwin) – This bill imposes specified minimum postconsumer content standards for plastic beverage containers subject to the California Redemption Value that requires the beverage



container to contain, on average, no less than 50 percent postconsumer recycled plastic content by January 1, 2030. *This measure was signed into law by Governor Newsom.*

SB 1044 (Allen) – This bill prohibits the manufacture, sale, distribution, and use of class B firefighting foam containing PFAS chemicals by January 1, 2022 and requires notification of the presence of PFAS in the protective equipment of firefighters. *This measure was signed into law by Governor Newsom.*

SB 1320 (Stern) – This bill directs the Governor's Office of Planning and Research, through the Integrated Climate Adaptation and Resiliency Program, to complete a California-specific climate change assessment, at least every five years, to assess the impacts and risks of climate change and identify potential solutions to inform legislative policy. *This measure was signed into law by Governor Newsom.*

### ***Additional State-Level Legislation***

In addition to the measures outlined in this memo, attached please find a complete list of the state legislation that was tracked on behalf of the City during 2020. A majority of the bills that were tracked on behalf of the City did not advance through the Legislature, in part due to the impact that the coronavirus had on the legislative calendar. It is likely that many of these bills will be re-introduced in the 2021-22 Regular Legislative Session when the new Legislature convenes in January 2021.



# City of Santa Clara 2020 Complete Legislative Update

## Affordable Housing and Homelessness LAP

### [AB 434](#) **(Daly D) Housing financing programs: uniform procedures.**

**Current Text:** Chaptered: 9/28/2020 [html](#) [pdf](#)

**Introduced:** 2/11/2019

**Last Amend:** 8/25/2020

**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 192, Statutes of 2020.

**Location:** 9/28/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law establishes, among other housing programs administered by the Department of Housing and Community Development, the Multifamily Housing Program, pursuant to which the department provides assistance in the form of deferred payment loans to pay for specified eligible costs of development of specified housing projects. This bill would authorize the department, in administering the Multifamily Housing Program, to establish set-asides for specific project types or projects that serve specific target populations.

#### Position

### [AB 725](#) **(Wicks D) General plans: housing element: moderate-income and above moderate-income housing: suburban and metropolitan jurisdictions.**

**Current Text:** Chaptered: 9/28/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2019

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Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Planning and Zoning Law requires that the housing element include, among other things, an inventory of land suitable for residential development, to be used to identify sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need determined pursuant to specified law. This bill, commencing January 1, 2022, would require that at least 25% of a metropolitan jurisdiction's share of the regional housing need for moderate-income housing be allocated to sites with zoning that allows at least 4 units of housing, but no more than 100 units per acre of housing. The bill would require that at least 25% of a metropolitan jurisdiction's share of the regional housing need for above moderate-income housing be allocated to sites with zoning that allows at least 4 units of housing. The bill would exclude unincorporated areas from this prohibition and would include related legislative findings.

#### Position

### [AB 953](#) **(Ting D) Land use: accessory dwelling units.**

**Current Text:** Amended: 1/6/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amend:** 1/6/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. GOV. & F. on 6/23/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires a local agency to ministerially approve or deny a permit application for the creation of an accessory dwelling unit or junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. This bill would deem a permit application for the creation of an accessory dwelling unit or junior accessory dwelling unit approved if the local agency has not acted upon the completed application within 60 days.



**Position**

**AB 1063 (Petrie-Norris D) Planning and Zoning Law: housing elements: accessory dwelling units: adequate site substitutes.**

**Current Text:** Amended: 6/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amend:** 6/29/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. HOUSING on 7/2/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law authorizes the Department of Housing and Community Development, in evaluating a proposed or adopted housing element for substantial compliance with the provisions of the Planning and Zoning Law relating to housing elements, to allow a city or county to identify adequate sites by a variety of methods, as specified. Current law authorizes the department to allow a city or county to identify sites for accessory dwelling units based on the number of accessory dwelling units developed in the prior housing element planning period whether or not the units are permitted by right, the need for these units in the community, those units in the community, the resources or incentives available for their development, and any other relevant factors, as determined by the department. This bill would, instead, require the department, in making that evaluation, to allow a city or county to identify adequate sites by a variety of methods, as specified. The bill would require the department to allow a city or county to identify sites for potential accessory dwelling units based on existing zoning standards and the demonstrated potential capacity to accommodate accessory dwelling units and junior accessory dwelling units, as determined by the city or county.

**Position**

**AB 1279 (Bloom D) Planning and zoning: housing development: high-opportunity areas.**

**Current Text:** Amended: 7/22/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amend:** 7/22/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. HOUSING on 4/24/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Planning and Zoning Law allows a development proponent to submit an application for a development that is subject to a specified streamlined, ministerial approval process not subject to a conditional use permit if the development satisfies certain objective planning standards, including that the development is (1) located in a locality determined by the Department of Housing and Community Development to have not met its share of the regional housing needs for the reporting period, and (2) subject to a requirement mandating a minimum percentage of below-market rate housing, as provided. This bill would require the department to designate areas in this state as high-opportunity areas, as provided, by January 1, 2022, in accordance with specified requirements and to update those designations within 6 months of the adoption of new Opportunity Maps by the California Tax Credit Allocation Committee.

**Position**

**AB 1484 (Grayson D) Mitigation Fee Act: housing developments.**

**Current Text:** Amended: 9/6/2019 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amend:** 9/6/2019

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. RLS. on 9/9/2019)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. This bill would prohibit a local agency from imposing a housing impact requirement adopted by the local agency on a housing development project, as defined, unless specified requirements are satisfied by the local agency, including that the housing impact requirement be roughly proportional in both nature



and extent to the impact created by the housing development project.

**Position**

**AB 1851 (Wicks D) Religious institution affiliated housing development projects: parking requirements.**

**Current Text:** Chaptered: 9/28/2020 [html](#) [pdf](#)

**Introduced:** 1/6/2020

**Last Amend:** 8/6/2020

**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 196, Statutes of 2020.

**Location:** 9/28/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would prohibit a local agency from requiring the replacement of religious-use parking spaces that a developer of a religious institution affiliated housing development project proposes to eliminate as part of that housing development project. The bill would prohibit the number of religious-use parking spaces requested to be eliminated from exceeding 50% of the number that are available at the time the request is made. The bill would prohibit a local agency from requiring the curing of any preexisting deficit of the number of religious-use parking spaces as a condition of approval of a religious institution affiliated housing development project. The bill would require a local agency to allow the number of religious-use parking spaces that will be available after completion of a religious institution affiliated housing development project to count toward the number of parking spaces otherwise required for approval.

**Position**

**AB 2044 (Voepel R) Building standards: photovoltaic requirements: accessory dwelling units.**

**Current Text:** Amended: 3/16/2020 [html](#) [pdf](#)

**Introduced:** 2/3/2020

**Last Amend:** 3/16/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 3/11/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would prohibit an accessory dwelling unit, as defined, from being considered to be a newly constructed building for purposes of a specified provision of the California Energy Code, which is part of the California Building Standards Code, regarding the photovoltaic requirements for newly constructed buildings that are low-rise residential buildings. The bill would require the California Energy Commission to study exempting accessory dwelling units from the photovoltaic requirements specified above and would require the Energy Commission to make recommendations to the California Building Standards Commission in time for consideration and adoption in the next regularly occurring California Building Standards code adoption cycle.

**Position**

**AB 2078 (Calderon D) Housing development.**

**Current Text:** Amended: 3/16/2020 [html](#) [pdf](#)

**Introduced:** 2/5/2020

**Last Amend:** 3/16/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/12/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the California Housing Finance Agency to conduct a study to identify financial impediments to developing entitled properties in the state and post a report of the study on its internet website by January 1, 2022. The bill would also state the intent of the Legislature to enact legislation that would authorize the California Housing Finance Agency to loan money to developers for the purpose of building housing units, conditioned on loan terms and the payment of interest at commercial market rates and full repayment of the loan.

**Position**

**AB 2137****(Wicks D) Planning and Zoning Law: court orders: housing development projects.****Current Text:** Introduced: 2/10/2020 [html](#) [pdf](#)**Introduced:** 2/10/2020**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. L. GOV. on 2/27/2020)**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Housing Accountability Act, which is part of the Planning and Zoning Law, prohibits a local agency from disapproving a housing development project for very low, low-, or moderate-income households, or an emergency shelter, or condition approval in a manner that renders the housing development project infeasible for development for the use of very low, low-, or moderate-income households, or an emergency shelter, including through the use of design review standards, unless it makes prescribed written findings. The act defines a housing development project for these purposes to mean residential units, mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and transitional housing or supportive housing. This bill would remove the option of a court, when issuing a final order or judgment in favor of a plaintiff challenging the validity of a general plan or mandatory element, to suspend the authority of the city, county, or city and county to issue specified building permits, to grant zoning changes or variances, and to grant subdivision map approvals, for housing development projects, as defined in the Housing Accountability Act.

**Position****AB 2323****(Friedman D) California Environmental Quality Act: exemptions.****Current Text:** Amended: 8/12/2020 [html](#) [pdf](#)**Introduced:** 2/14/2020**Last Amend:** 8/12/2020**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was S. APPR. SUSPENSE FILE on 8/20/2020)Failed Deadline pursuant to Rule 61(b)(15). (Last location was S. APPR. SUSPENSE FILE on 8/20/2020)**Location:** 8/21/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** CEQA exempts from its requirements certain residential, employment center, and mixed-use development projects meeting specified criteria, including that the project is undertaken and is consistent with a specific plan for which an environmental impact report has been certified. This bill would additionally exempt those projects located in a very low vehicle travel area, as defined. The bill would require that the project is undertaken and is consistent with either a specific plan prepared pursuant to specific provisions of law or a community plan, as defined, for which an EIR has been certified within the preceding 15 years in order to be exempt. The bill would additionally require the project site to have been previously developed or to be a vacant site meeting certain requirements.

**Position****AB 2329****(Chiu D) Homelessness: statewide needs and gaps analysis.****Current Text:** Amended: 5/11/2020 [html](#) [pdf](#)**Introduced:** 2/14/2020**Last Amend:** 5/11/2020**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 6/2/2020)**Location:** 6/5/2020-A. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires the Governor to create the Homeless Coordinating and Financing Council to, among other things, identify mainstream resources, benefits, and services that can be accessed to prevent and end homelessness in California and to serve as a statewide facilitator, coordinator, and policy development resource on ending homelessness in California. This bill, upon appropriation by the Legislature, would require the council to conduct, or contract with an entity to conduct, a statewide needs and gaps analysis to, among other things, identify state programs that provide housing or services to persons experiencing homelessness and create a financial model that will assess certain investment needs for the purpose of moving persons experiencing homelessness into permanent housing.

**Position**

**[AB 2344](#) (Gonzalez D) Housing: affordable and market rate units.****Current Text:** Introduced: 2/18/2020 [html](#) [pdf](#)**Introduced:** 2/18/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 2/24/2020)**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the owner or agent of an owner of a mixed-income multifamily residential structure, as defined, to ensure that occupants of the affordable housing units, as defined, within that structure are able to access the residential structure by the same common entrances to that structure as occupants of the market rate units and have access to any common areas in the structure. The bill would prohibit the owner or agent of an owner from isolating the affordable housing units within that structure to a specific floor or area within the structure.

**Position****[AB 2345](#) (Gonzalez D) Planning and zoning: density bonuses: annual report: affordable housing.****Current Text:** Chaptered: 9/28/2020 [html](#) [pdf](#)**Introduced:** 2/18/2020**Last Amend:** 8/25/2020**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 197, Statutes of 2020.**Location:** 9/28/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Planning and Zoning Law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development that includes, among other specified information, the number of net new units of housing that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, as provided. This bill would require that the annual report include specified information regarding density bonuses granted in accordance with specified law, as described.

**Position****[AB 2405](#) (Burke D) Right to safe, decent, and affordable housing.****Current Text:** Vetoed: 9/29/2020 [html](#) [pdf](#)**Introduced:** 2/18/2020**Last Amend:** 8/20/2020**Status:** 9/28/2020-Vetoed by Governor.**Location:** 9/28/2020-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would declare that it is the policy of the state that every individual has the right to safe, decent, and affordable housing, and would require the policy to consider homelessness prevention, emergency accommodations, and permanent housing, as specified. The bill would, among other things, require all relevant state agencies and departments, including, but not limited to, the Department of Housing and Community Development, the State Department of Social Services, and the Office of Emergency Services to consider that state policy when revising, adopting, or establishing policies, regulations, and grant criteria when those policies, regulations, and criteria are pertinent to advancing the guidelines listed as core components of Housing First. The bill would make these provisions operative on January 1, 2026, and would make implementation of these provisions subject to an appropriation of funds in the annual Budget Act for these purposes.

**Position****[AB 2434](#) (Quirk-Silva D) County government: allocation of state funds.****Current Text:** Introduced: 2/19/2020 [html](#) [pdf](#)**Introduced:** 2/19/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/2/2020)**Location:** 5/29/2020-A. DEAD

Desk	<b>Dead</b>	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would require a county that receives qualified state housing funds, defined to include specified moneys received under various housing programs, to ensure, to the extent practicable and consistent with the terms of any applicable law, equitable distribution of those moneys, as provided. The bill would exclude from these requirements state housing funds received pursuant to a program that requires the county to dedicate moneys received under that program to a particular project.

**Position**

**AB 2470 (Kamlager D) Splitting multifamily dwelling units: streamlined ministerial approval.**

**Current Text:** Amended: 3/16/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Last Amend:** 3/16/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/2/2020)

**Location:** 5/29/2020-A. DEAD

Desk	<b>Dead</b>	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law requires a local government to notify a development proponent in writing if the local government determines that the development conflicts with any of those objective standards by a specified time; otherwise, the development is deemed to comply with those standards. This bill would, in addition, authorize a development proponent to submit an application for a development to split one or more dwelling units within a multifamily housing development to create additional smaller dwelling units to be subject to a streamlined, ministerial approval process. The bill would require a local government to notify the development proponent in writing if the local government determines that the development conflicts with any of those objective standards within 30 days of a completed application being submitted; otherwise, the development is deemed to comply with those standards.

**Position**

**AB 2580 (Eggman D) Conversion of motels and hotels: streamlining.**

**Current Text:** Amended: 5/22/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Last Amend:** 5/22/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 6/2/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Policy	<b>Dead</b>	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would authorize a development proponent to submit an application for a development for the complete conversion, as defined, of a structure with a certificate of occupancy as a motel or hotel into multifamily housing units to be subject to a streamlined, ministerial approval process, provided that development proponent reserves at least 15% of the proposed housing units for lower income households and 5% of the proposed housing units for extremely low income households, unless a local government has affordability requirements that exceed these requirements. The bill would require the structure proposed to be converted be vacant for at least 6 months prior to the submission of the application, except as provided.

**Position**

**AB 2662 (Rubio, Blanca D) Affordable housing cost study.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/2/2020)

**Location:** 5/29/2020-A. DEAD

Desk	<b>Dead</b>	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would require the California Tax Credit Allocation Committee, the Department of Housing and Community Development, the California Housing Finance Agency, and the California Debt Limit Allocation Committee to conduct an affordable housing cost study that measures the factors that influence the cost of building affordable housing, breaks down total development costs for affordable housing, and enables the state to maximize resources allocated for affordable housing. The bill would

require the study to consider data from projects that have received funding from the various programs and funding sources described above. The bill would require the development of the cost study only as existing resources permit without restructuring funding priorities, or as private resources are made available.

**Position**

**AB 2722 (McCarty D) Development fees and charges: deferral.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. L. GOV. on 3/12/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law prohibits a local agency that imposes fees or charges on a residential development for the construction of public improvements or facilities from requiring the payment of those fees or charges until the date of the final inspection or the date the certificate of occupancy is issued, whichever occurs first, except that the payment may be required sooner under specified circumstances. This bill would similarly prohibit a noncompliant local agency, as defined, that imposes any fees or charges on a qualified development, as defined, from requiring the payment of those fees or charges until 20 years from the date of the final inspection, or the date the certificate of occupancy is issued, whichever occurs first.

**Position**

**AB 2763 (Bloom D) Housing: relocation assistance.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/12/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law provides for relocation assistance for persons subject to possible displacement as a result of projects undertaken by a public entity. Current law defines terms for purposes of these provisions, including defining a "public entity" to include, among others, the state, the Regents of the University of California, a county, city, or district, various other political subdivisions, and any person who has the authority to acquire property by eminent domain. This bill would expand that definition to include an entity utilizing low-income housing credits for the purposes of acquiring or rehabilitating a property already occupied by residential tenants.

**Position**

**AB 2852 (Mullin D) Public employee housing: local agencies.**

**Current Text:** Amended: 5/12/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/12/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. H. & C.D. on 3/5/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law authorizes the governing board of any school district to sell or lease, for a term not exceeding 99 years, any real property belonging to the school district which is not or will not be needed by the district for school classroom buildings at the time of delivery of title or possession. Current law exempts the sale or lease of school district property under these provisions from specified requirements relating to the disposal of real property by a local agency or a school district if specified conditions are met, including that the financing proceeds obtained by the school district pursuant to the transaction are expended solely for specified capital outlay purposes. Current law specifies that the construction, reconstruction, or renovation of rental housing facilities for school district employees is a permissible capital outlay expenditure for these purposes. This bill would authorize a school district to make units in a rental housing facility that is constructed, reconstructed, or renovated with financing proceeds, as described above, available to employees of other school districts, community college districts, special districts, and cities, counties, and cities and counties, whether general law or



chartered.

**Position**

**[AB 2872](#) (Fong R) Persons experiencing homelessness: California Homelessness Data System Act.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Department of Housing and Community Development to create a state homeless integrated data warehouse, in coordination with state and local partners, including the Homeless Coordinating and Financing Council, to develop a comprehensive portrayal of the homeless population in the state and the services provided to this population, those who are at risk of becoming homeless, and those who are receiving prevention services.

**Position**

**[AB 2916](#) (Bloom D) Homelessness plan of action.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the Homelessness Plan of Action Act, which requires all local agencies, as defined, to adopt and submit to the Department of Housing and Community Development, by January 1, 2022, a homelessness plan of action that includes specified information, including, among other things, information regarding surplus land that could be used to develop homeless shelters, assisted living units, and affordable housing. The bill would require a local agency to update and submit, to the department, the plan at least once every 4 years thereafter by January 1. The bill would require the department, in consultation with any state agency the department may choose, to review and provide recommendations on improvements to each local agency's homelessness plan of action within 120 days of receiving an action plan, as provided.

**Position**

**[AB 2950](#) (Weber D) Affordable housing: alternative forms of development: model plan.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require of Housing and Community Development to create a model plan for the use of alternative forms, as defined, of developing affordable housing for the purpose of substantially reducing the cost of a unit of affordable housing. The bill would require the model plan to be used in state agency decisions in all state-subsidized housing loan and grant programs. The bill would also require a local agency, nonprofit affordable housing sponsor, private entity, or individual that receives surplus state real property from the state to use the model plan to guide any housing development on that property.

**Position**

**[AB 2960](#) (Gipson D) Shelter crises: fire and life safety standards.**

**Current Text:** Chaptered: 9/25/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/30/2020

**Status:** 9/25/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 148, Statutes of 2020.

**Location:** 9/25/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would authorize a city with a population of more than 3,500,000 to permit the operation of an emergency housing facility year round when the facility does not comply with state building standards for local fire and life safety standards if they submit reasonable standards to the State Fire Marshal that include specified minimum requirements, including, among other things, 24-hour active fire watch, emergency evacuation signage and emergency egress lighting, among other things. The State Fire Marshal would be required to review the standards within 30 days and either approve them or respond as to why they do not meet the threshold requirements. The bill would authorize permits for a period of 90 days and would authorize 90-day extensions, not to exceed 730 days of operation, and would prohibit the authorization of new permits on and after January 1, 2023.

**Position**

**AB 2988 (Chu D) Planning and zoning: supportive housing: number of units: emergency shelter zones.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/4/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 4/24/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Under the Planning and Zoning Law, supportive housing, as defined, is a use by right in zones where multifamily and mixed uses are permitted if the developer provides the planning agency with a plan for providing supportive services and the proposed housing development meets specified criteria, including that the housing development consist of 50 units or fewer if it is located in an unincorporated area of a county or city that has a population of fewer than 200,000 and a population of persons experiencing homelessness of 1,500 or fewer. This bill would, additionally, make supportive housing a use by right in zones where emergency shelters are permitted. The bill would revise the above-described limit on the number of units in a housing development to 120 or fewer if it is located within a region served by a continuum of care, as defined, and the most recently published total homeless point-in-time count for the region is 1,500 or fewer.

**Position**

**AB 3040 (Chiu D) Local planning: regional housing need assessment.**

**Current Text:** Amended: 7/28/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/28/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was S. APPR. SUSPENSE FILE on 8/13/2020)

**Location:** 8/21/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** The Planning and Zoning Law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine the existing and projected need for housing in each region and further requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. This bill would authorize a city or county to include in its inventory of land suitable for residential development specified sites that contain an existing single-family dwelling unit, but that the city or county has permitted, or is proposing to permit, to contain 4 dwelling units as a use by right.

**Position**

**AB 3107 (Bloom D) Planning and zoning: commercial zoning: housing development.**

**Current Text:** Amended: 7/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/21/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. HOUSING on 7/1/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** The Planning and Zoning Law authorizes the legislative body of any county or city, pursuant to specified procedures, to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purposes. This bill, notwithstanding any inconsistent provision of a city's or county's general plan, specific plan, zoning ordinance, or regulation, would require that a housing development be an authorized use on a site designated in any local agency's zoning code for commercial uses if certain conditions apply. Among these conditions, the bill would require that the housing development be subject to a recorded deed restriction requiring that at least 20% of the units have an affordable housing cost or affordable rent for lower income households, as those terms are defined, and located on a site that satisfies specified criteria.

#### Position

### [AB 3122](#) ([Santiago D](#)) **Housing element: emergency shelters, temporary housing, and supportive housing.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law requires that the housing element include, among other things, an inventory of land suitable for residential development and an analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter. This bill would additionally require the inventory to include an analysis of potential sites available for the development of emergency shelters, temporary housing, and supportive housing necessary to provide shelter to the locality's homeless population.

#### Position

### [AB 3144](#) ([Grayson D](#)) **Housing Cost Reduction Incentive Program.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would establish the Housing Cost Reduction Incentive Program, to be administered by the Department of Housing and Community Development, for the purpose of reimbursing cities, counties, and cities and counties for development impact fee waivers or reductions provided to qualified rental housing developments. Upon appropriation, the bill would require the department to provide grants to applicants in an amount equal to 50% of the amount of development impact fee waived or reduced for a qualified rental housing development by issuing a Notice of Funding Availability for each calendar year in which funds are made available for the program, as provided. The bill would require an applicant that receives a grant under the program to use those funds solely for those purposes for which the development impact fee that was waived or reduced would have been used.

#### Position

### [AB 3145](#) ([Grayson D](#)) **Local government: housing development projects: fees and exactions cap.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would prohibit a city or county from imposing a specified fee or exaction if the total dollar amount of the fees and exactions that a city or county would impose on a proposed housing development is greater than 12 percent of the city's or county's median home price unless approved



by the Department of Housing and Community Development. The bill would authorize a city or county to seek approval from the department to impose a fee or an exaction that would result in the total dollar amount of fees and exactions exceeding that limitation by making a specified finding and submitting a completed application for a waiver.

**Position**

**[AB 3146](#) (Bonta D) Housing data: collection and reporting.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development that includes, among other specified information, the number of net new units of housing that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, as provided. This bill would require a planning agency to include in that annual report specified additional information regarding housing development projects located within the jurisdiction, and information related to local requirements or incentives for proposed housing development projects, as provided, thereby imposing a state-mandated local program.

**Position**

**[AB 3147](#) (Gabriel D) Fees for development projects.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require a judicial action or proceeding to be conducted in accordance with other procedures that, among other things, require a protest to be filed within 90 days after the imposition of the fees and an action to attack, review, set aside, void, or annul the imposition of the fees to be filed within 180 days after delivery of a specified notice by the local agency. The bill would require revenues in excess of actual cost to be used to reimburse the payor of the fee or service charge.

**Position**

**[AB 3148](#) (Chiu D) Planning and zoning: density bonuses: affordable housing: fee reductions.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require a city, county, special district, water corporation, utility, or other local agency, except a school district, to reduce an impact fee or other charges imposed on the construction of a deed restricted affordable housing unit that is built pursuant to a density bonus, to amounts that are, depending on the affordability restriction on the unit, a specified percentage of the impact fee or other charge that would be imposed on a market rate unit within the development. The bill would exempt from these provisions units that are required to be affordable pursuant to a local inclusionary housing ordinance. The bill would define "impact fee" for purposes of these provisions. By imposing requirements on local agencies with respect to density bonuses, this bill would impose a state-mandated local program.

**Position**

**[AB 3149](#) (Gloria D) Mitigation Fee Act: fees: notice: publicly available data.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/4/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 4/24/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Mitigation Fee Act requires the local agency to make available to the public, at least 10 days prior to the meeting, the data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, as specified. The act also authorizes the local agency to provide notice via electronic notification to those who specifically request it, and authorizes the legislative body of a local agency to establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. The act authorizes any party to protest the imposition of a fee, dedication, reservation, or other exactions imposed on a development project within 90 or 120 days of the imposition of the fee, as applicable, and specifies procedures for those protests and actions. The act imposes the same requirements on a local agency for a new or increased fee for public facilities. This bill would increase, for fees and service charges and for fees for specified public facilities, the time for mailing the notice of the time and place of the meeting to at least 45 days before the meeting

**Position**

**AB 3153 (Rivas, Robert D) Parking and zoning: bicycle and car-share parking credits.**

**Current Text:** Amended: 5/14/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/14/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. GOV. & F. on 6/23/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require a local agency, as defined, to allow an applicant for a housing development project to reduce the number of motor vehicle parking spaces that they would otherwise be required to provide based on the number of long-term bicycle parking spaces and car-sharing spaces provided subject to certain limitations, as specified. The bill would provide that a parking reduction allowed pursuant to these provisions does not reduce or increase the number of incentives or concessions to which the applicant is otherwise entitled under a specified provision of the Density Bonus Law.

**Position**

**AB 3155 (Rivas, Robert D) Subdivision Map Act: streamlined approval process: subdivisions.**

**Current Text:** Amended: 5/22/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/22/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 6/2/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law, until January 1, 2026, authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit, if the development satisfies specified objective planning standards including among others, that the development proponent commit to record a land use restriction or covenant providing that any lower or moderate-income housing units remain available at affordable housing costs or rent, as specified. This bill would exempt a project from the objective planning standard described above, if the project involves the subdivision of a parcel for 10 or fewer units and is not a part of a larger project involving more than 10 units, the project is not a public work, as defined, and the project satisfies the requirements of any applicable inclusionary housing ordinance of the local government, as specified.

**Position**

**AB 3157 (Berman D) Department of Housing and Community Development: regional housing need allocation: low-income community college students.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require that the Department of Housing and Community Development's recommendations for an improved regional housing need allocation process and methodology additionally promote and streamline the developing of housing for low-income community college students.

**Position**

**AB 3269 (Chiu D) State and local agencies: homelessness plan.**

**Current Text:** Amended: 7/2/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/2/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was S. APPR. SUSPENSE FILE on 8/13/2020)

**Location:** 8/21/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would, upon appropriation by the Legislature or upon receiving technical assistance offered by the federal Department of Housing and Urban Development (HUD), if available, require the coordinating council to conduct, or contract with an entity to conduct, a statewide needs and gaps analysis to, among other things, identify state programs that provide housing or services to persons experiencing homelessness and create a financial model that will assess certain investment needs for the purpose of moving persons experiencing homelessness into permanent housing.

**Position**

**AB 3279 (Friedman D) California Environmental Quality Act: administrative and judicial procedures.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/27/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was S. APPR. SUSPENSE FILE on 8/20/2020)

**Location:** 8/21/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Among other changes, this bill would repeal certain obsolete and duplicative provisions from CEQA and make nonsubstantive changes to certain other provisions.

**Position**

**AB 3300 (Santiago D) Homelessness: California Access to Housing and Services Act.**

**Current Text:** Amended: 6/4/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 6/4/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. HOUSING on 7/1/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** By executive order, the Governor required the Department of Finance to establish the California Access to Housing and Services Fund, administered by the State Department of Social

Services, to provide funding for additional affordable housing units, providing rental and operating subsidies, and stabilizing board and care homes. This bill, the California Access to Housing and Services Act, would establish the California Access to Housing and Services Fund in the State Treasury and continuously appropriate moneys in the fund solely for the purpose of implementing and administering the bill's provisions.

**Position**

**SB 55**

**(Jackson D) California Environmental Quality Act: housing and land use.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 12/12/2018

**Last Amend:** 7/27/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. RLS. on 7/27/2020)

**Location:** 8/31/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** This bill, until January 1, 2025, would exempt from the requirements of CEQA emergency shelters or supportive housing projects meeting certain requirements. The bill would require an agency that determines that an emergency shelter or supportive housing project is exempt from CEQA pursuant to these provisions to file a notice of exemption with the Office of Planning and Research, as provided. By requiring local agencies to file this notice of exemption, the bill would impose a state-mandated local program.

**Position**

**SB 795**

**(Beall D) Economic development: housing: workforce development: climate change infrastructure.**

**Current Text:** Amended: 8/3/2020 [html](#) [pdf](#)

**Introduced:** 1/6/2020

**Last Amend:** 8/3/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was A. APPR. SUSPENSE FILE on 8/11/2020)

**Location:** 8/21/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires that the California Workforce Development Board and each local workforce development board ensure that programs and services funded by the federal Workforce Innovation and Opportunity Act of 2014 and directed to apprenticeable occupations are conducted in coordination with apprenticeship programs approved by the Division of Apprenticeship Standards, as specified. Current law establishes the Governor's Office of Business and Economic Development, known as "GO-Biz," within the Governor's office to serve the Governor as the lead entity for economic strategy and the marketing of California on issues relating to business development, private sector investment, and economic growth. This bill, upon appropriation by the Legislature, would make up to \$2,000,000,000 available in each fiscal year for the purpose of providing emergency economic recovery and development, climate change, and disaster response.

**Position**

**SB 899**

**(Wiener D) Planning and zoning: housing development: higher education institutions and religious institutions.**

**Current Text:** Amended: 8/3/2020 [html](#) [pdf](#)

**Introduced:** 1/30/2020

**Last Amend:** 8/3/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was A. APPR. on 8/3/2020)

**Location:** 8/21/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require that a housing development project be a use by right upon the request of an independent institution of higher education or religious institution that partners with a qualified developer on any land owned in fee simple by the applicant on or before January 1, 2020, if the development satisfies specified criteria. The bill would define various terms for these purposes. Among other things, the bill would require that 100% of the units, exclusive of manager units, in a housing development project eligible for approval as a use by right under these provisions be affordable to

lower income households, except that 20% of the units may be for moderate-income households, provided that all the units are provided at affordable rent or affordable housing cost, as specified. The bill would authorize the development to include ancillary uses on the ground floor of the development, as specified.

**Position**

**SB 902**

**(Wiener D) Planning and zoning: housing development: density.**

**Current Text:** Amended: 5/21/2020 [html](#) [pdf](#)

**Introduced:** 1/30/2020

**Last Amend:** 5/21/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was A. APPR. SUSPENSE FILE on 8/18/2020)

**Location:** 8/21/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. In this regard, the bill would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022, based on specified criteria.

**Position**

**SB 995**

**(Atkins D) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2011: housing projects.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 2/12/2020

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. CONCURRENCE on 8/31/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA authorizes the preparation of a master EIR and authorizes the use of the master EIR to limit the environmental review of subsequent projects that are described in the master EIR, as specified. This bill would require a lead agency to prepare a master EIR for a general plan, plan amendment, plan element, or specified plan for housing projects where the state has provided funding for the preparation of the master EIR.

**Position**

**SB 1030**

**(Committee on Housing) Housing.**

**Current Text:** Chaptered: 9/25/2020 [html](#) [pdf](#)

**Introduced:** 2/14/2020

**Last Amend:** 8/27/2020

**Status:** 9/25/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 165, Statutes of 2020.

**Location:** 9/25/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires each county and each city to make a central inventory of all surplus land, as defined, and certain lands in excess of its foreseeable needs, identified as provided, on or before December 31 of each year and to make a description of each parcel and its present use a matter of public record. Current law requires each county and each city to provide a list of its surplus



land and excess land to, among other entities, a citizen upon request and without charge. This bill would revise this provision to instead require a county or city to provide a list of surplus land and excess land to an individual upon request and without charge.

**Position**

**SB 1085 (Skinner D) Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 9/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Dead	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development, excluding the units added by a density bonus awarded pursuant to the Density Bonus Law or any local law granting a greater density bonus. This bill would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. The bill would require a city or county to grant one incentive or concession for a student housing development project that will include at least 20% of the total units for lower income students.

**Position**

**SB 1120 (Atkins D) Subdivisions: tentative maps.**

**Current Text:** Amended: 8/12/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Last Amend:** 8/12/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. CONCURRENCE on 8/31/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would, among other things, require a proposed housing development containing 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

**Position**

**SB 1138 (Wiener D) Housing element: emergency shelters: rezoning of sites.**

**Current Text:** Amended: 8/27/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Last Amend:** 8/27/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 9/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Dead	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** The Planning and Zoning Law requires the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city that includes a housing element. Current law requires that the housing element identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and to make adequate provision for the existing and projected needs of all economic segments of a community. Current law also requires that the housing element include an analysis of potential and

actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels. This bill would revise the requirements of the housing element, as described above, in connection with identifying zones or zoning designations that allow residential use, including mixed use, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. If an emergency shelter zoning designation where residential use is a permitted use is unfeasible, the bill would permit a local government to designate zones for emergency shelters in a nonresidential zone if the local government demonstrates that the zone is connected to amenities and services, as specified, that serve homeless people.

**Position**

**SB 1203 (Jones R) Law enforcement: homeless outreach teams.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 3/5/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law authorizes a county to establish a homeless adult and family multidisciplinary personnel team, as defined, with the goal of facilitating the expedited identification, assessment, and linkage of homeless individuals to housing and supportive services within that county and to allow provider agencies to share confidential information for the purpose of coordinating housing and supportive services to ensure continuity of care. Current law authorizes the team to include, among others, housing or homeless services provider agencies, medical personnel, and legal counsel, as specified. This bill would require the Department of Justice, to the extent funding is provided for these purposes, to administer a competitive grant program to enable local law enforcement agencies to establish and operate homeless outreach teams.

**Position**

**SB 1299 (Portantino D) Housing development: incentives: rezoning of idle retail sites.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. THIRD READING on 8/25/2020)

**Location:** 8/31/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Dead	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law establishes, among other housing programs, the Workforce Housing Reward Program, which requires the Department of Housing and Community Development to make local assistance grants to cities, counties, and cities and counties that provide land use approval to housing developments that are affordable to very low and low-income households. This bill, upon appropriation by the Legislature in the annual Budget Act or other statute, would require the department to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of workforce housing.

**Position**

**SB 1385 (Caballero D) Local planning: housing: commercial zones.**

**Current Text:** Amended: 7/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/29/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. L. GOV. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. This bill, the Neighborhood Homes Act, would deem a housing development project, as defined, an allowable use on a neighborhood lot, which is defined as a parcel within an office or retail commercial zone. The bill would require the density for a housing development under these provisions to meet or exceed the

density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction.

**Position**

**COVID-19 Legislation**

**[AB 196](#) (Gonzalez D) Workers' compensation: COVID-19: essential occupations and industries.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 1/10/2019

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 9/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Dead	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would define "injury," for certain employees who are employed in an occupation or industry deemed essential in the Governor's Executive Order of March 19, 2020 (Executive Order N-33-20), except as specified, or who are subsequently deemed essential, to include coronavirus disease 2019 (COVID-19) that develops or manifests itself during a period of employment of those persons in the essential occupation or industry. The bill would apply to injuries occurring on or after March 1, 2020, would create a disputable presumption, as specified, that the injury arose out of and in the course of the employment, and would extend that presumption following termination of service for a period of 90 days, commencing with the last date actually worked. The bill would shorten the investigatory timeframe for denial or presumed acceptance of a claim to 30 days, rather than 90 days.

**Position**

**[AB 398](#) (Chu D) COVID-19 Local Government and School Recovery and Relief Act.**

**Current Text:** Amended: 6/17/2020 [html](#) [pdf](#)

**Introduced:** 2/6/2019

**Last Amend:** 6/17/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. GOV. & F. on 7/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law imposes various taxes, including taxes on the privilege of engaging in certain activities. The Fee Collection Procedures Law, the violation of which is a crime, provides procedures for the collection of certain fees and surcharges. Current law establishes the California Department of Tax and Fee Administration in the Government Operations Agency to administer various statutory taxes and fees, as provided. Current law provides that the Controller shall superintend the fiscal concerns of the state. This bill would, on and after January 1, 2021, but before January 1, 2026, impose a tax on a large business, defined as a for-profit, private entity that has more than 500 employees that perform any part of their duties within the state, at the rate of \$275 per employee. The bill would require the California Department of Tax and Fee Administration to administer the tax and collect the tax pursuant to the Fee Collection Procedures Law.

**Position**

**[AB 664](#) (Cooper D) Workers' compensation: injury: COVID-19.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 2/15/2019

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. THIRD READING on 8/26/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Dead	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law imposes a duty on an employer to provide certain safety materials and adopt safety practices as necessary. A failure to meet this duty, under specified circumstances, is a misdemeanor. Would, until July 1, 2024, define "injury," for certain state and local firefighting personnel,



peace officers, certain correctional and law enforcement personnel, as described, certain health care employees who provide direct patient care at an acute care hospital, and certain fire and rescue services coordinators who work for the Office of Emergency Services to include illness or death resulting from COVID-19, that is diagnosed on or after January 1, 2020, if certain circumstances apply.

**Position**

**AB 685 (Reyes D) COVID-19: imminent hazard to employees: exposure: notification: serious violations.**

**Current Text:** Chaptered: 9/17/2020 [html](#) [pdf](#)

**Introduced:** 2/15/2019

**Last Amend:** 8/25/2020

**Status:** 9/17/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 84, Statutes of 2020.

**Location:** 9/17/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize the Division of Occupational Safety and Health, when, in its opinion, a place of employment, operation, or process, or any part thereof, exposes workers to the risk of infection with severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2, also known as COVID-19), so as to constitute an imminent hazard to employees, to prohibit the performance of that operation or process, or entry into that place of employment. The bill would require the division to provide a notice thereof to the employer, to be posted in a conspicuous place at the place of employment. The bill would require such a prohibition to be limited to the immediate area in which the imminent hazard exists, as specified. The bill would require such a prohibition to be issued in a manner so as not to materially interrupt the performance of critical governmental functions essential to ensuring public health and safety functions or the delivery of electrical power or water.

**Position**

**AB 828 (Ting D) Temporary moratorium on foreclosures and unlawful detainer actions: coronavirus (COVID-19).**

**Current Text:** Amended: 7/28/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Last Amend:** 7/28/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. JUD. on 7/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would prohibit a person from taking any action to foreclose on a residential real property while a state or locally declared state of emergency related to the COVID-19 virus is in effect and until 91 days after the state of emergency has ended, including, but not limited to, causing or conducting the sale of the real property or submitting for recordation a notice of default.

**Position**

**AB 3088 (Chiu D) Tenancy: rental payment default: mortgage forbearance: state of emergency: COVID-19.**

**Current Text:** Enrollment: 8/31/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/28/2020

**Status:** 8/31/2020-Chaptered by Secretary of State- Chapter 37, Statutes of 2020

**Location:** 8/31/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law prescribes various requirements to be satisfied before the exercise of a power of sale under a mortgage or deed of trust. Current law requires that a notice of default and a notice of sale be recorded and that specified periods of time elapse between the recording and the sale. Current law establishes certain requirements in connection with foreclosures on mortgages and deeds of trust, including restrictions on the actions mortgage servicers may take while a borrower is attempting to secure a loan modification or has submitted a loan modification application. Existing law applies certain of those requirements only to a first lien mortgage or deed of trust that is secured by owner-occupied residential real property containing no more than four dwelling units. This bill, the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020, would, among other things, until January 1, 2023, additionally apply those protections to a first lien mortgage or deed of

trust that is secured by residential real property that is occupied by a tenant, contains no more than four dwelling units, and meets certain criteria, including that a tenant occupying the property is unable to pay rent due to a reduction in income resulting from the novel coronavirus.

**Position**

**AB 3196 (Kiley R) Small business regulation: COVID-19 pandemic: employment: work hours: compensation.**

**Current Text:** Amended: 5/11/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/11/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/9/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current employment law, with certain exceptions, establishes 8 hours as a day's work and a 40-hour workweek, and requires payment of prescribed overtime compensation for additional hours worked. Existing law authorizes the adoption by 2/3 of employees in a work unit of alternative workweek schedules providing for workdays no longer than 10 hours within a 40-hour workweek. This bill would permit an individual nonexempt employee to work an employee-selected flexible work schedule, without any obligation on the part of the employer to pay an overtime rate of compensation, if the employee requests this schedule and the employer approves the request. The bill would not apply to employees covered by a valid collective bargaining agreement or public employees.

**Position**

**SB 939 (Wiener D) Emergencies: COVID-19: commercial tenancies: evictions.**

**Current Text:** Amended: 5/29/2020 [html](#) [pdf](#)

**Introduced:** 2/6/2020

**Last Amend:** 5/29/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. APPR. SUSPENSE FILE on 6/9/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would prohibit a commercial landlord, as defined, from serving a specified notice of eviction on a commercial tenant, as defined, until 90 days after the state of emergency proclaimed by the Governor on March 4, 2020, is lifted and if specified criteria apply, including that the commercial tenant served a written notice on the landlord affirming, under the penalty of perjury, that the commercial tenant is an eligible COVID-19 impacted commercial tenant. By creating a new crime with regard to the notice being signed under the penalty of perjury, the bill would impose a state-mandated local program. The bill would define an "eligible COVID-19 impacted commercial tenant" for the purposes of these provisions as a commercial tenant, operating primarily in California, that occupies commercial real property pursuant to a lease and that meets certain financially related criteria.

**Position**

**SB 1159 (Hill D) Workers' compensation: COVID-19: critical workers.**

**Current Text:** Chaptered: 9/17/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Last Amend:** 8/30/2020

**Status:** 9/17/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 85, Statutes of 2020.

**Location:** 9/17/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would define "injury" for an employee to include illness or death resulting from the 2019 novel coronavirus disease (COVID-19) under specified circumstances, until January 1, 2023. The bill would create a disputable presumption, as specified, that the injury arose out of and in the course of the employment and is compensable, for specified dates of injury. The bill would limit the applicability of the presumption under certain circumstances. The bill would require an employee to exhaust their paid sick leave benefits and meet specified certification requirements before receiving any temporary disability benefits or, for police officers, firefighters, and other specified employees, a leave of absence.

The bill would also make a claim relating to a COVID-19 illness presumptively compensable, as described above, after 30 days or 45 days, rather than 90 days.

**Position**

**SB 1410 (Caballero D) COVID-19 emergency: tenancies.**

**Current Text:** Amended: 8/5/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/5/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was A. APPR. SUSPENSE FILE on 8/18/2020)

**Location:** 8/21/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize an owner of real property and a tenant to sign and execute a tenant-owner COVID-19 eviction relief agreement that, during a state of emergency related to the COVID-19 pandemic, and unspecified additional days, would allow the tenant to defer the tenant's unpaid rent, and would prohibit the owner from serving a notice terminating the tenancy or filing a complaint for unlawful detainer for that unpaid rent or during the state of emergency, unless an exception applies. The agreement would require the tenant to repay the unpaid rent to the state as installments in accordance with a specified repayment schedule, or ahead of the repayment schedule, during taxable years beginning on or after January 1, 2024, and before January 1, 2034.

**Position**

**SB 1431 (Glazer D) Property taxation: reassessment: disaster relief.**

**Current Text:** Amended: 5/6/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/6/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. APPR. SUSPENSE FILE on 6/9/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current property tax law requires, for property to be eligible for reassessment under specified provisions, that damage or destruction be caused by one of 3 specified occurrences, including a major misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of disaster if the property was damaged or destroyed by the misfortune or calamity that caused the Governor to proclaim the region to be in a state of disaster. Current property tax law generally requires that an application for reassessment be filed within the later of the time specified in the county's ordinance or within 12 months of the misfortune or calamity and be executed under penalty of perjury. This bill would expand these provisions to include damage to or destruction of property due to a misfortune or calamity in an area or region subsequently proclaimed by the Governor to be in a state of emergency if the property was damaged or destroyed by the misfortune or calamity that caused the Governor to proclaim the area to be in a state of emergency.

**Position**

**Energy Legislation, Regulations and Issues LAP**

**AB 2033 (Wood D) Deenergization: spoilage claims.**

**Current Text:** Introduced: 1/30/2020 [html](#) [pdf](#)

**Introduced:** 1/30/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was U. & E. on 2/14/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require an electrical corporation that engages in a public safety power shutoff to compensate a customer for any qualified claim for spoilage of food or medication if the customer experienced an interruption in electrical service for greater than 8 hours and received less than 24 hours notice of the interruption.

**Position**

**AB 2145 (Ting D) Transportation electrification: electric vehicle charging ports.****Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)**Introduced:** 2/10/2020**Last Amend:** 5/4/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was U. & E. on 4/24/2020)**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the PUC to direct electrical corporations to file applications for programs and investments to accelerate widespread transportation electrification to meet the goal of installing at least 1,000,000 electric vehicle charging ports by December 31, 2030. The bill would require the statewide assessment prepared by the Energy Commission to include as a goal the installation of at least 1,000,000 electric vehicle charging ports by December 31, 2030.

**Position****AB 2178 (Levine D) Emergency services.****Current Text:** Amended: 7/8/2020 [html](#) [pdf](#)**Introduced:** 2/11/2020**Last Amend:** 7/8/2020**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. G.O. on 6/23/2020)**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a deenergization, defined as a planned public safety power shutoff, as specified, within those conditions constituting a state of emergency and a local emergency.

**Position****AB 2179 (Levine D) Electrical corporations: wildfire mitigation plans.****Current Text:** Introduced: 2/11/2020 [html](#) [pdf](#)**Introduced:** 2/11/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was U. & E. on 2/27/2020)**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** If the Public Utilities Commission approves a wildfire mitigation plan that authorizes an electrical corporation to deenergize portions of the electrical grid, this bill would require the commission to adopt rules requiring an electrical corporation, upon request from an entity of local government with responsibility for mitigating public safety impacts of a deenergization event, as defined, to provide or make available to that entity information relative to those customers receiving or determined to be eligible to receive medical baseline rates, as specified, that may lose electrical service during the deenergization event. The bill would require an entity of local government receiving that information to comply with all applicable state and federal laws for the protection of the privacy and security of the information.

**Position****AB 2180 (Levine D) Electrical corporations: wildfire mitigation plans.****Current Text:** Introduced: 2/11/2020 [html](#) [pdf](#)**Introduced:** 2/11/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was U. & E. on 2/27/2020)**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would prohibit electrical corporations from diverting revenue authorized for specified purposes in the plans to other activities or investments that are also authorized by the plans, if the

diversion would cause the total amount of all such diversions to exceed 5% of the allocation approved for their plans, unless the commission authorizes that diversion. The bill would require electrical corporations to retain records of all diversions of revenues that are authorized for specified purposes in the plans to other activities or investments that are also authorized by the plans.

**Position**

**AB 2356 (Bauer-Kahan D) Electrical corporations: failure to comply with safety standards or requirements: enforcement.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Last Amend:** 5/4/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was U. & E. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law authorizes the Public Utilities Commission, after a hearing, to require every public utility to construct, maintain, and operate its line, plant, system, equipment, apparatus, tracks, and premises in a manner so as to promote and safeguard the health and safety of its employees, passengers, customers, and the public. The Public Utilities Act provides that any public utility that violates any provision of the California Constitution or the act, or that fails or neglects to comply with any order, decision, decree, rule, direction, demand, or requirement of the commission, where a penalty has not otherwise been provided, is subject to a penalty of not less than \$500 and not more than \$100,000 for each offense. This bill would authorize the Attorney General or the district attorney of a proper county or city and county, as specified, to bring an action in the name of the people, pursuant to the above-described civil penalty provision, against an electrical corporation involving a failure to comply with safety standards or requirements.

**Position**

**SB 350 (Hill D) The Golden State Energy Act.**

**Current Text:** Chaptered: 7/1/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2019

**Last Amend:** 6/11/2020

**Status:** 7/1/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 27, Statutes of 2020.

**Location:** 6/30/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize the Public Utilities Commission to petition a court to appoint a receiver to assume possession of Pacific Gas and Electric Company's property and to operate its electrical and gas systems if the commission determines in a proceeding that the appointment of a receiver is warranted pursuant to the processes or procedures set forth in a specified commission investigation. The bill would authorize a court to appoint such a receiver and would require the receiver to control and operate Pacific Gas and Electric Company upon such terms and conditions as the court prescribes.

**Position**

**SB 801 (Glazer D) Electrical corporations: wildfire mitigation plans: deenergization: public safety protocol.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 1/7/2020

**Last Amend:** 7/27/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. U. & E. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require an electrical corporation to deploy backup electrical resources for the operation of the customer's qualifying medical device or provide financial assistance for backup electrical resources to a customer receiving a medical baseline allowance if the customer meets those conditions and the additional condition that the customer is located in a high fire threat district. The bill would require an electrical corporation to develop its program to provide backup electrical resources or financial assistance in consultation with community disability rights groups or other local disability rights advocates.



**Position**

**SB 862**

**(Dodd D) Planned power outage: public safety.**

**Current Text:** Amended: 5/20/2020 [html](#) [pdf](#)

**Introduced:** 1/16/2020

**Last Amend:** 5/20/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. U. & E. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a deenergization event, as defined, within a sudden and severe energy shortage constituting a state of emergency and a local emergency.

**Position**

**SB 884**

**(Dodd D) Education finance: emergencies: public safety power shutoffs.**

**Current Text:** Amended: 6/18/2020 [html](#) [pdf](#)

**Introduced:** 1/23/2020

**Last Amend:** 6/18/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was A. APPR. SUSPENSE FILE on 8/18/2020)

**Location:** 8/21/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** If the average daily attendance of a school district, county office of education, or charter school has been materially decreased during a fiscal year because of a specified emergency, current law requires the Superintendent of Public Instruction to estimate the average daily attendance in a manner that credits to the school district, county office of education, or charter school approximately the total average daily attendance that would have been credited to the school district, county office of education, or charter school had the emergency not occurred. This bill would add public safety power shutoffs to the list of emergencies for which the above-described provisions apply.

**Position**

**SB 917**

**(Wiener D) California Consumer Energy and Conservation Financing Authority: eminent domain: Northern California Local Energy Utility District: Northern California Energy Utility Services.**

**Current Text:** Amended: 4/3/2020 [html](#) [pdf](#)

**Introduced:** 2/3/2020

**Last Amend:** 4/3/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was GOV. & F. on 5/12/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would rename the California Consumer Power and Conservation Financing Authority the California Consumer Energy and Conservation Financing Authority and would repeal the prohibition upon the authority approving any new program, enterprise, or project, on or after January 1, 2007. The bill would authorize the authority to acquire, by eminent domain, the assets or ownership of an electrical corporation, gas corporation, or public utility that is both an electrical and gas corporation, including any franchise rights, if that corporation has been convicted of one or more felony criminal violations of laws enacted to protect the public safety within 10 years of the date the eminent domain action is commenced.

**Position**

**SB 952**

**(Nielsen R) Sales and use taxes: exemption: backup electrical generators: deenergization events.**

**Current Text:** Amended: 5/29/2020 [html](#) [pdf](#)

**Introduced:** 2/10/2020

**Last Amend:** 5/29/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. REV. & TAX on 6/29/2020)

**Location:** 8/31/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. This bill, on and after January 1, 2021, and before January 1, 2026, would provide an exemption from those taxes with respect to the sale of, or the storage, use, or consumption of, a backup electrical resource, generator as defined, if that backup electrical generator is purchased for use exclusively in powering a critical facility, as defined, by a city, county, city and county, special district, or other political subdivision during deenergization events, as defined, and the purchaser provides to the seller a written statement with regard to these facts.

**Position**

**SB 953**

**(Wiener D) Customer-sited renewable energy or energy storage systems: discriminatory fees or charges.**

**Current Text:** Introduced: 2/10/2020 [html](#) [pdf](#)

**Introduced:** 2/10/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E. U., & C. on 2/20/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the commission, or the governing board of a local publicly owned electric utility, as applicable, to ensure that customers within its jurisdiction who have customer-sited renewable energy or energy storage systems are not subject to discriminatory fees or charges levied as a result of installing or using those customer-sited renewable energy or energy storage systems, as specified.

**Position**

**SB 1099**

**(Dodd D) Emergency backup generators: critical facilities: exemptions.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Last Amend:** 7/27/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. NAT. RES. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law imposes various limitations on emissions of air contaminants for the control of air pollution from vehicular and nonvehicular sources. Current law generally designates air pollution control and air quality management districts with the primary responsibility for the control of air pollution from all sources other than vehicular sources. Current law requires the State Air Resources Board to identify toxic air contaminants that are emitted into the ambient air of the state and to establish airborne toxic control measures to reduce emissions of toxic air contaminants from nonvehicular sources. This bill would require an air district without a specified rule on emergency backup generators, as defined, as of January 1, 2021, that adopts such a rule to include in the rule provisions that allow the operator of a critical facility, as defined, to use a permitted emergency backup generator in exceedance of the applicable runtime and testing and maintenance limits if specified conditions are met.

**Position**

**SB 1160**

**(Stern D) Public utilities: electrical and communication infrastructure: undergrounding.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E. U., & C. on 3/5/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Public Utilities Commission to revise Tariff Rule 20A to authorize and fund the undergrounding of electrical and communication infrastructure within high fire-threat districts and the wildland-urban interface.

**Position**

**SB 1215 (Stern D) Electricity: microgrids.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Last Amend:** 7/27/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. U. & E. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Public Utilities Commission, in consultation with the Office of Emergency Services, to create a database of critical facilities and critical infrastructure, and related critical circuits that are located in tier 2 or tier 3 high fire-threat districts served by electrical corporations, and identify with respect to each whether it serves low-income households or low-income communities, as defined. The bill would require an electrical corporation, upon request, to collaborate with local governments or community choice aggregators within its service area to identify critical circuits and microgrid projects.

**Position**

**SB 1314 (Dodd D) Community Energy Resilience Act of 2020.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was N.R. & W. on 5/12/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law establishes the Strategic Growth Council in state government consisting of various state agency heads and 3 public members. Current law assigns to the council various duties, including managing and awarding grants and loans to support the planning and development of sustainable communities, as provided. This bill, the Community Energy Resilience Act of 2020, would require the council to develop and implement a grant program for local governments to develop community energy resilience plans.

**Position**

**Human Resources/Public Sector Employment LAP**

**AB 1850 (Gonzalez D) Worker classification: employees and independent contractors.**

**Current Text:** Amended: 5/12/2020 [html](#) [pdf](#)

**Introduced:** 1/6/2020

**Last Amend:** 5/12/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. L., P.E. & R. on 7/1/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law exempts specified occupations and business relationships from the application of the ABC test as specified. Current law, instead, provides that these exempt relationships are governed by the multifactor test previously adopted in the case of S. G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal.3d 341. Current exemptions include a bona fide business-to-business contracting relationship, as defined, under the specified conditions. Under current law, the business-to-business exemption does not apply to an individual worker, as opposed to a business entity, who performs labor or services for a contracting business. This bill would delete that individual worker provision.



**Position**

**AB 1947 (Kalra D) Employment violation complaints: requirements: time.**

**Current Text:** Chaptered: 9/30/2020 [html](#) [pdf](#)

**Introduced:** 1/17/2020

**Status:** 9/30/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 344, Statutes of 2020.

**Location:** 9/30/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law creates the Division of Labor Standards Enforcement, which is headed by the Labor Commissioner, and commits to it the general authority to enforce the requirements of the Labor Code. Current law generally authorizes people who believe that they have been discharged or otherwise discriminated against in violation of any law enforced by the Labor Commissioner to file a complaint with the Division of Labor Standards Enforcement within 6 months after the occurrence of the violation. Existing law generally requires the Labor Commissioner to commence actions to enforce labor standards within 3 years of their accrual, as specified. This bill would extend the period of time within which people may file complaints subject to the 6-month deadline, described above, to within one year after the occurrence of the violations.

**Position**

**AB 2093 (Gloria D) Public records: writing transmitted by electronic mail: retention.**

**Current Text:** Introduced: 2/5/2020 [html](#) [pdf](#)

**Introduced:** 2/5/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. on 3/10/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would, unless a longer retention period is required by statute or regulation, or established by the Secretary of State pursuant to the State Records Management Act, require a public agency, for purposes of the California Public Records Act, to retain and preserve for at least 2 years every public record, as defined, that is transmitted by electronic mail.

**Position**

**AB 2138 (Chau D) California Public Records Act.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 2/10/2020

**Last Amend:** 5/4/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. JUD. on 2/20/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1, 2022.

**Position**

**AB 2307 (Bonta D) Public employment: labor relations: release time.**

**Current Text:** Introduced: 2/14/2020 [html](#) [pdf](#)

**Introduced:** 2/14/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was P.E. & R. on 2/24/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law, including the Meyers-Milias-Brown Act, the Ralph C. Dills Act, the Trial Court

Employment Protection and Governance Act, the Trial Court Interpreter Employment and Labor Relations Act, Judicial Council Employer-Employee Relations Act, and the Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act, as well as provisions commonly referred to as the Educational Employment Relations Act and the Higher Education Employer-Employee Relations Act, regulates the labor relations of the state, the courts, and specified local public agencies and their employees. Current law establishes other requirements relating to labor relations that are applicable to specified transit agencies. These acts grant specified public employees the right to form, join, and participate in the activities of employee organizations of their choosing and require public agency employers, among other things, to meet and confer with representatives of recognized employee organizations and exclusive representatives on terms and conditions of employment. These acts generally require the public entities in this context to grant employee representatives of recognized employee organizations reasonable time off without loss of compensation or benefits for certain purposes in connection with labor relations, commonly referred to as release time. This bill would prescribe requirements relating to release time that would apply to all of the public employers and employees subject to the acts described above and would generally repeal the provisions relating to release time in those acts

**Position**

**AB 2438 (Chau D) California Public Records Act: conforming revisions.**

**Current Text:** Introduced: 2/19/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. JUD. on 2/19/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would enact various conforming and technical changes related to another bill that recodifies and reorganizes the California Public Records Act. The bill would only become operative if the related bill recodifying the act is enacted and becomes operative on January 1, 2022.

**Position**

**AB 2967 (O'Donnell D) Public Employees' Retirement System: contracting agencies: exclusion from membership.**

**Current Text:** Chaptered: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/28/2020

**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 223, Statutes of 2020.

**Location:** 9/29/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** PERL authorizes a public agency to contract to make all or part of its employees members of PERS, subject to specified conditions, and requires membership in PERS to be compulsory for all employees included under a contract. Current law prohibits these contracts from providing for the exclusion of some, but not all, firefighters and specified public safety officers. With regard to other groups of employees, existing law requires that they be based on general categories, such as departments or duties, and not on individual employees. This bill would delete provisions of PERL that generally authorize a public agency contracting with PERS to make all or part of its employees members of the system. The bill would generally prohibit exclusions of groups of employees from being made by amendment of a public agency contract with PERS, except as provided. The bill would apply these provisions to contracts entered into, amended, or extended on and after January 1, 2021.

**Position**

**AB 2992 (Weber D) Employment practices: leave time.**

**Current Text:** Chaptered: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/20/2020

**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 224, Statutes of 2020.

**Location:** 9/29/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law prohibits an employer from discharging, or discriminating or retaliating against, an employee who is a victim of domestic violence, sexual assault, or stalking, for taking time off from work to obtain or attempt to obtain relief to help ensure the health, safety, or welfare of the victim or victim's child. Current law authorizes an employee to file a complaint with the Division of Labor Standards Enforcement for a violation of that prohibition, and makes it a misdemeanor for an employer to refuse to rehire, promote, or restore an employee who has been determined to be so eligible by a grievance procedure or legal hearing. This bill would expand the above provision to prohibit an employer from discharging, or discriminating or retaliating against, an employee who is a victim of crime or abuse for taking time off from work to obtain or attempt to obtain relief, as prescribed.

#### Position

### **SB 931 (Wieckowski D) Local government meetings: agenda and documents.**

**Current Text:** Amended: 4/2/2020 [html](#) [pdf](#)

**Introduced:** 2/5/2020

**Last Amend:** 4/2/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was GOV. & F. on 2/12/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require, if the local agency has an internet website, a legislative body or its designee to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. The bill would require, where the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a website link containing the documents by electronic mail or by other electronic means, the legislative body or its designee to send by electronic mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements.

#### Position

### **SB 1383 (Jackson D) Unlawful employment practice: California Family Rights Act.**

**Current Text:** Chaptered: 9/17/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 6/29/2020

**Status:** 9/17/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 86, Statutes of 2020.

**Location:** 9/17/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would expand the California Family Rights Act to make it an unlawful employment practice for any employer with 5 or more employees to refuse to grant a request by an employee to take up to 12 workweeks of unpaid protected leave during any 12-month period to bond with a new child of the employee or to care for themselves or a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, as specified. The bill would require an employer who employs both parents of a child to grant leave to each employee.

#### Position

## Public Safety LAP

### **AB 66 (Gonzalez D) Police: use of force.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 12/3/2018

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 9/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Dead	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would prohibit the use of kinetic energy projectiles or chemical agents, as defined, by any law enforcement agency to disperse any assembly, protest, demonstration, or other gathering of persons, except in compliance with specified standards set by the bill, and would prohibit their use solely due to a violation of an imposed curfew, verbal threat, or noncompliance with a law enforcement directive. The bill would prohibit the use of chloroacetophenone tear gas or 2-chlorobenzalmalononitrile gas by law enforcement agencies to disperse any assembly, protest, demonstration, or other gathering of persons.

**Position**

**AB 291**

**(Chu D) Local Emergency Preparedness and Hazard Mitigation Fund.**

**Current Text:** Amended: 1/23/2020 [html](#) [pdf](#)

**Introduced:** 1/28/2019

**Last Amend:** 1/23/2020

**Status:** 8/18/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was S. G.O. on 6/23/2020)

**Location:** 8/18/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would establish a Local Emergency Preparedness and Hazard Mitigation Fund to, upon appropriation by the Legislature, support staffing, planning, and other emergency mitigation priorities to help local governments meet emergency management, preparedness, readiness, and resilience goals. The bill would require the Office of Emergency Services to establish the Local Emergency Preparedness and Hazard Mitigation Fund Committee under the Standardized Emergency Management System Advisory Board.

**Position**

**AB 1185**

**(McCarty D) County board of supervisors: sheriff oversight.**

**Current Text:** Chaptered: 9/30/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amend:** 7/28/2020

**Status:** 9/30/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 342, Statutes of 2020.

**Location:** 9/30/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law establishes the office of the sheriff in each county to preserve peace, and authorizes the sheriff to sponsor, supervise, or participate in any project of crime prevention, rehabilitation of persons previously convicted of crime, or the suppression of delinquency. Current law requires a board of supervisors to supervise the official conduct of all county officers and ensure that they faithfully perform their duties. This bill would authorize a county to establish a sheriff oversight board to assist the board of supervisors with those duties as they relate to the sheriff, either by action of the board of supervisors or through a vote of county residents.

**Position**

**AB 1196**

**(Gipson D) Peace officers: use of force.**

**Current Text:** Chaptered: 9/30/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amend:** 8/24/2020

**Status:** 9/30/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 324, Statutes of 2020.

**Location:** 9/30/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires law enforcement agencies to maintain a policy on the use of force, as specified. Current law requires the Commission on Peace Officer Standards and Training to implement courses of instruction for the regular and periodic training of law enforcement officers in the use of

force. This bill would prohibit a law enforcement agency from authorizing the use of a carotid restraint or a choke hold, as defined.

**Position**

**AB 1506 (McCarty D) Police use of force.**

**Current Text:** Chaptered: 9/30/2020 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amend:** 8/25/2020

**Status:** 9/30/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 326, Statutes of 2020.

**Location:** 9/30/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires law enforcement agencies to maintain a policy on the use of force, as specified. Current law requires the Commission on Peace Officer Standards and Training to implement courses of instruction for the regular and periodic training of law enforcement officers in the use of force. This bill would create a division within the Department of Justice to, upon the request of a law enforcement agency, review the use-of-force policy of the agency and make recommendations, as specified.

**Position**

**AB 2054 (Kamlager D) Emergency services: community response: grant program.**

**Current Text:** Vetoed: 9/30/2020 [html](#) [pdf](#)

**Introduced:** 2/3/2020

**Last Amend:** 8/3/2020

**Status:** 9/30/2020-Vetoed by the Governor

**Location:** 9/30/2020-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would, until January 1, 2024, enact the Community Response Initiative to Strengthen Emergency Systems Act or the C.R.I.S.E.S. Act for the purpose of creating, implementing, and evaluating the C.R.I.S.E.S. Act Grant Pilot Program, which the act would establish. The bill would require the Office of Emergency Services to establish rules and regulations for the act with the goal of making grants to community organizations, over 3 years, for the purpose of expanding the participation of community organizations in emergency response for specified vulnerable populations. The bill would require that grantees receive a minimum award of \$250,000 per year.

**Position**

**AB 2206 (Obernalte R) Firearms: concealed carry.**

**Current Text:** Introduced: 2/12/2020 [html](#) [pdf](#)

**Introduced:** 2/12/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. PUB. S. on 2/20/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize a city council or county board of supervisors to declare that city or county to be a jurisdiction in which persons may carry a concealed firearm in compliance with a valid license to carry a concealed firearm that was issued by another state, as specified. The bill would exempt a person from the prohibition on carrying a concealed firearm if they are carrying a concealed firearm in a jurisdiction that has made the declaration above and they are carrying that firearm in compliance with a valid license to carry a concealed firearm that was issued by another state.

**Position**

**AB 2213 (Limón D) Office of Emergency Services: planning guidance: telecommunications.**

**Current Text:** Chaptered: 9/18/2020 [html](#) [pdf](#)

**Introduced:** 2/12/2020

**Last Amend:** 8/25/2020

**Status:** 9/18/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 98, Statutes of 2020.



**Location:** 9/18/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law establishes the Office of Emergency Services (OES) within the office of the Governor and requires the OES, among other duties, to develop model guidelines for local governmental agencies and community-based organizations planning to develop a disaster registry program. This bill would require the OES and California Volunteers, in coordination with Voluntary Organizations Active in Disaster, to develop planning guidance to identify volunteers and donation management resources that could assist in responding to or recovering from local, tribal, regional, national, or international disasters, as specified. The bill would require the OES to publish and distribute the initial planning guidance, once developed, and update the Legislature on the status of the planning guidance in a written report submitted no later than May 1, 2022.

**Position**

**AB 2236 (Gabriel D) Peace officer training: hate crimes.**

**Current Text:** Amended: 5/7/2020 [html](#) [pdf](#)

**Introduced:** 2/13/2020

**Last Amend:** 5/7/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 6/2/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law requires the Commission on Peace Officer Standards and Training (POST) to develop and implement a course of instruction and training for specified peace officers on the topic of hate crimes. Current law requires that training to be implemented into the basic course and requires, as specified, all state and local law enforcement agencies to provide the training to all peace officers they employ. This bill would require POST to develop and periodically update an interactive refresher course on hate crimes for in-service peace officers, and require specified peace officers to take the course every 5 years.

**Position**

**AB 2565 (Fong R) Vehicles: exhibition of speed.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/12/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law prohibits engaging in a motor vehicle speed contest or a motor vehicle exhibition of speed. Current law requires the Department of Motor Vehicles to suspend the driver's license of a person convicted of engaging in a motor vehicle speed contest, as specified, if ordered by the court. This bill would require the department to also suspend the driver's license of a person convicted of engaging in a motor vehicle exhibition of speed, as specified, if ordered by the court.

**Position**

**AB 2616 (Gabriel D) Peace officer training: gun violence restraining orders.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 3/2/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would require the Commission on Peace Officer Standards and Training to develop and implement, on or before January 1, 2022, a course of training for those law enforcement officers regarding gun violence restraining orders. The bill would require the course to be incorporated into the course or courses of basic training for law enforcement officers on or before January 1, 2022, and would require the course or courses to include specified topics, including the process of filing a petition for a gun violence restraining order and situational training to assist officers in identifying when a gun violence restraining order is appropriate.

**Position**

**[AB 2917](#) (McCarty D) Department of Justice: law enforcement policies on the use of deadly force.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Attorney General, commencing on July 1, 2023, to create a program within the Department of Justice to review the policies on the use of deadly force of any law enforcement agency, as specified, that requests a review, and to make recommendations.

**Position**

**[AB 2962](#) (Chen R) Law enforcement: vehicle burglary task forces.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Board of State and Community Corrections to administer grants to law enforcement agencies that participate in regional vehicle burglary reduction joint task forces. The bill would make law enforcement agencies in specified counties eligible to participate in the regional task forces. The bill would require participating law enforcement agencies in each region to form a joint task force coordination council consisting of the sheriff or chief of police, or their representatives, of each participating law enforcement agency, and would authorize the Commissioner of the Department of the California Highway Patrol to designate a representative of the California Highway Patrol to serve as an ex officio member for each task force.

**Position**

**[AB 3074](#) (Friedman D) Fire prevention: wildfire risk: defensible space: ember-resistant zones.**

**Current Text:** Chaptered: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/25/2020

**Status:** 9/29/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 259, Statutes of 2020.

**Location:** 9/29/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. A violation of these requirements is a crime. This bill would require a person described above to use more intense fuel reductions between 5 and 30 feet around the structure, and to create an ember-resistant zone within 5 feet of the structure, based on regulations promulgated by the State Board of Forestry and Fire Protection, as provided.

**Position**

**[AB 3164](#) (Friedman D) Fire prevention: wildland-urban interface wildfire risk model: model use guidelines.**

**Current Text:** Vetoed: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/21/2020

**Status:** 9/29/2020-Vetoed by Governor.

**Location:** 9/29/2020-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Department of Forestry and Fire Protection, by July 1, 2022, to develop a wildland-urban interface wildfire risk model to determine the risk for a community or parcel within a local responsibility area or state responsibility area and guidelines for the proper use of the model, as provided. The bill would require the department to establish, and consult with, an advisory workgroup, with specified members, to develop the model. The bill would require the department to update the model and guidelines when fire hazard severity zones are revised.

**Position**

**SB 731**

**(Bradford D) Peace Officers: certification: civil rights.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. THIRD READING on 8/27/2020)

**Location:** 8/31/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Dead	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would provide that a threat, intimidation, or coercion under the Tom Bane Civil Rights Act may be inherent in any interference with a civil right and would describe intentional acts for these purposes as an act in which the person acted with general intent or a conscious objective to engage in particular conduct.

**Position**

**SB 773**

**(Skinner D) Emergencies: State 911 Advisory Board.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amend:** 7/27/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. G.O. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Warren-911-Emergency Assistance Act establishes the State 911 Advisory Board to advise the Office of Emergency Services on specified subjects relating to the state's 911 emergency telephone response system and to conduct specified hearings on a final plan on implementation. This bill, commencing on June 1, 2021, would revise membership on the advisory board by (1) reducing one representative appointed on the recommendation of the California Police Chiefs Association, one representative appointed on the recommendation of the California State Sheriffs' Association, and one representative appointed on the recommendation of the CalINENA Executive Board, except that any member in those categories whose term began before June 1, 2021, may serve out their term as set forth in existing law at the pleasure of the Governor, and (2) adding one representative of the California Welfare Directors Association, one county public guardian, and one county mental health professional, all 3 of whom will serve at the pleasure of the Governor, as specified.

**Position**

**SB 776**

**(Skinner D) Peace officers: release of records.**

**Current Text:** Amended: 8/30/2020 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amend:** 8/30/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 9/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Dead	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law makes peace officer and custodial officer personnel records and specified records maintained by any state or local agency, or information obtained from these records, confidential and prohibits these records from being disclosed in any criminal or civil proceeding except by discovery. Current law sets forth exceptions to this policy, including, among others, records relating to specified incidents involving the discharge of a firearm, sexual assault, perjury, or misconduct by a peace officer or custodial officer. Current law makes a record related to an incident involving the use of force against a person resulting in death or great bodily injury subject to disclosure. Current law



requires a state or local agency to make these excepted records available for inspection pursuant to the California Public Records Act. This bill would, commencing July 1, 2021, make every incident involving use of force to make a member of the public comply with an officer, force that is unreasonable, or excessive force subject to disclosure.

**Position**

**SB 979**

**(Jones R) Property crimes: unlawful entry onto property.**

**Current Text:** Amended: 3/16/2020 [html](#) [pdf](#)

**Introduced:** 2/11/2020

**Last Amend:** 3/16/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 5/20/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would prohibit a person from entering the curtilage of a residential dwelling, as defined, with the intent to commit theft of a package shipped through the mail or delivered by a public or private carrier. The bill would make a violation of that prohibition punishable as a misdemeanor by imprisonment in a county jail for a term not exceeding one year. For a 3rd or subsequent violation within a 36-month period, the bill would make the crime punishable as a misdemeanor by imprisonment in a county jail for a term not exceeding one year or as a felony by imprisonment in a county jail for 16 months, or 2 or 3 years.

**Position**

**SB 1061**

**(Monning D) Firearms: surrenders to law enforcement.**

**Current Text:** Amended: 3/20/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Last Amend:** 3/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 2/27/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would require a law enforcement agency, as described, to accept and dispose of any found, unwanted, or inherited firearm turned in by any person, and would prescribe the disposition of these weapons by destruction, retention by the agency, or, in the case of a stolen weapon, the return of the weapon to the lawful owner. The bill would additionally require the law enforcement agency to adopt a policy regarding accepting surrendered firearms and to post that policy and other specified information on its internet website. The bill would require the Department of Justice to develop information and guidelines regarding the surrendering of firearms and to post that information on its internet website.

**Position**

**SB 1348**

**(Stern D) Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones: forest management.**

**Current Text:** Amended: 8/26/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/26/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. THIRD READING on 8/25/2020)

**Location:** 8/31/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Dead	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would require the Director of Forestry and Fire Protection to identify areas of the state as moderate and high fire hazard severity zones and would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

**Position**

**SB 1354**

**(Hurtado D) Law enforcement agencies: public records.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was PUB. S. on 3/12/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires the Commission on Peace Officer Standards and Training and each local law enforcement agency to conspicuously post on their internet websites all current standards, policies, practices, operating procedures, and education and training materials that would otherwise be available to the public if a request was made pursuant to the California Public Records Act. This bill would require that information to be posted in English, Spanish, and any other language that is spoken by at least 5% of the population in the jurisdiction of that law enforcement agency.

**Position**

## Regional and Statewide Water Supply and Conservation LAP

### [AB 1672](#) ([Bloom](#) D) **Solid waste: premoistened nonwoven disposable wipes.**

**Current Text:** Amended: 7/9/2020 [html](#) [pdf](#)

**Introduced:** 2/22/2019

**Last Amend:** 7/9/2020

**Status:** 8/21/2020-Failed Deadline pursuant to Rule 61(b)(15). (Last location was S. APPR. SUSPENSE FILE on 8/20/2020)

**Location:** 8/21/2020-S. DEAD

Desk	Policy	Fiscal	Floor	Desk	Policy	Dead	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste. This bill would require except as provided, certain premoistened nonwoven disposal wipes manufactured on or after January 1, 2022 to be labeled clearly and conspicuously to communicate that they should not be flushed, as specified. The bill would prohibit a covered entity, as defined, from making a representation about the flushable attributes, benefits, performance, or efficacy of those nonwoven disposal products, as provided.

**Position**

### [AB 2182](#) ([Rubio, Blanca](#) D) **Emergency backup generators: water and wastewater facilities: exemption.**

**Current Text:** Introduced: 2/11/2020 [html](#) [pdf](#)

**Introduced:** 2/11/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. U. & E. on 3/2/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would exempt the operation of an alternative power source, as defined, to provide power to a critical facility, as defined, from any local, regional, or state regulation regarding the operation of that source. The bill would authorize providers of essential public services, in lieu of compliance with applicable legal requirements, to comply with the maintenance and testing procedure set forth in the National Fire Protection Association Standard for Emergency and Standby Power System, NFPA 110, for alternative power sources designated by the providers for the support of critical facilities.

**Position**

### [AB 2364](#) ([Rubio, Blanca](#) D) **Municipal separate storm sewer systems: financial capability analysis.**

**Current Text:** Amended: 3/10/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Last Amend:** 3/10/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E.S. & T.M. on 2/24/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the State Water Resources Control Board, by July 1, 2021, to establish financial capability assessment guidelines for municipal separate storm sewer system permittees that are adequate and consistent when considering the costs to local jurisdictions. The bill would require the state board and the regional boards to continue using available regulatory tools and other

approaches to foster collaboration with permittees to implement permit requirements in light of the costs of implementation.

**Position**

**AB 3005 (Rivas, Robert D) Leroy Anderson Dam and Reservoir: permitting, environmental review, and public contracting.**

**Current Text:** Vetoes: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/24/2020

**Status:** 9/29/2020-Vetoed by Governor.

**Location:** 9/29/2020-A. VETOED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would, if the Department of Fish and Wildlife determines that the Anderson Dam project, as defined, will substantially adversely affect existing fish and wildlife resources and the Santa Clara Valley Water District completes certain actions for the project, require the department within 180 days of receipt of a notification, as defined, from the district to issue a final agreement with the district that includes reasonable measures necessary to protect the affected resource, unless the department and the district agree to an extension.

**Position**

Support

**SB 1052 (Hertzberg D) Water quality: municipal wastewater agencies.**

**Current Text:** Introduced: 2/18/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was GOV. & F. on 5/12/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would establish municipal wastewater agencies and would authorize a municipal wastewater agency, among other things, to enter into agreements with entities responsible for stormwater management for the purpose of managing stormwater and dry weather runoff, to acquire, construct, expand, operate, maintain, and provide facilities for specified purposes relating to managing stormwater and dry weather runoff, and to levy taxes, fees, and charges consistent with the municipal wastewater agency's existing authority in order to fund projects undertaken pursuant to the bill. The bill would require the exercise of any new authority granted under the bill to comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

**Position**

**SB 1386 (Moorlach R) Local government: assessments, fees, and charges: water: hydrants.**

**Current Text:** Chaptered: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 7/28/2020

**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 240, Statutes of 2020.

**Location:** 9/29/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law, known as the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with these requirements and, among other things, authorizes an agency providing water, wastewater, sewer, or refuse collection services to adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation under certain circumstances. Current law defines, among other terms, the term "water" for these purposes to mean any system of public improvements intended to provide for the production, storage, supply, treatment, or distribution of water from any source. This bill would specify that hydrants, as defined, are part of the system of public improvements included in the definition of "water" for purposes of the Proposition 218 Omnibus Implementation Act.

**Position**

**AB 2026 (Gabriel D) Security planning: major sporting and entertainment events.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 1/30/2020

**Last Amend:** 5/4/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was G.O. on 4/24/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Office of Emergency Services to prepare for the planning, resourcing, management, and delivery of safety and security at the potential 2026 FIFA World Cup hosting sites in the City of Los Angeles and the San Francisco Bay area. The bill would require the office, no later than one year from the date the final selection of host cities is made, to enter into a memorandum of understanding with the cities hosting the 2026 FIFA World Cup games, the chosen host committees, and with other necessary parties to implement those safety and security activities.

**Position**

**AB 3009 (Mullin D) Redevelopment: successor agencies: administrative cost allowance.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was L. GOV. on 3/5/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would change the formula for calculating a successor agency's administrative cost allowance by providing that, for the period covering January 1, 2021, until June 30, 2021, and for each fiscal year thereafter, the administrative cost allowance shall be up to 3% of the actual property tax the department authorized in the preceding fiscal year for payment of approved enforceable obligations, prior to any reductions made, as provided. The bill, however, would set a minimum of \$250,000 for the administrative cost allowance in any fiscal year, unless this amount is reduced by the oversight board or by agreement between the successor agency and the Department of Finance.

**Position**

**SB 98 (Committee on Budget and Fiscal Review) Education finance: education omnibus budget trailer bill.**

**Current Text:** Chaptered: 6/29/2020 [html](#) [pdf](#)

**Introduced:** 1/10/2019

**Last Amend:** 6/23/2020

**Status:** 6/29/2020-Chaptered by Secretary of State - Chapter 24, Statutes of 2020.

**Location:** 6/29/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires the State Department of Education to develop, on or before June 30, 2020, a standardized English language teacher observation protocol for use by teachers in evaluating a pupil's English language proficiency. This bill would extend the date for completion of that protocol until December 31, 2021.

**Position**

**SB 940 (Beall D) Housing Crisis Act of 2019: City of San Jose.**

**Current Text:** Chaptered: 9/28/2020 [html](#) [pdf](#)

**Introduced:** 2/10/2020

**Last Amend:** 8/24/2020

**Status:** 9/28/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 201, Statutes of 2020.

**Location:** 9/28/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Housing Crisis Act of 2019 does not prohibit an affected county or an affected city from

changing a land use designation or zoning ordinance to a less intensive use if the city or county concurrently changes the development standards, policies, and conditions applicable to other parcels within the jurisdiction to ensure that there is no net loss in residential capacity. This bill would authorize the City of San Jose to proactively change a zoning ordinance to a more intensive use and use the added capacity to subsequently change a zoning ordinance applicable to an eligible parcel, as defined, to a less intensive use as long as there is no net loss in residential capacity. The bill would require that the change to a zoning ordinance to a less intensive use pursuant to these provisions occur within one year of the change to the zoning ordinance to a more intensive use.

**Position**

**SB 1049 (Glazer D) Cities and counties: ordinances: short-term rentals.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Last Amend:** 8/25/2020

**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was S. INACTIVE FILE on 9/1/2020)

**Location:** 8/31/2020-S. DEAD

Desk	Policy	Fiscal	Dead	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize the legislative body of a city or county, for the violation of a short term rental ordinance that is an infraction, to impose a fine not exceeding \$1,500 for a first violation, \$3,000 for a 2nd violation of the same ordinance within one year, and \$5,000 for each additional violation of the same ordinance within one year of the first violation. The bill would define "short term rental" for purposes of these provisions to mean a residential dwelling, or any portion of a residential dwelling, that is rented to a visitor for 30 consecutive days or less, and would not include a commercially operated hotel, motel, bed and breakfast inn, or timeshare property. The bill would also make these violations subject to the process for granting a hardship waiver.

**Position**

**SB 1072 (McGuire D) Local agencies: transient occupancy taxes: online short-term rental facilitator: collection.**

**Current Text:** Introduced: 2/18/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was GOV. & F. on 5/12/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize a local agency, defined to mean a city, county, or city and county, including a charter city, county, or city and county, to enact an ordinance exclusively delegating its authority to collect any transient occupancy tax imposed by that local agency on short-term rentals to the California Department of Tax and Fee Administration and to enter into a contract with the department to perform all functions incident to the collection and administration of any transient occupancy tax imposed on a short-term rental as specified in this bill. This bill would define a short-term rental to mean the occupancy of a home, house, a room in a home or house, or other lodging that is not a hotel or motel in this state for a period of 30 days or less and under any other circumstances specified by the local agency in its ordinance that is facilitated by an online short-term rental facilitator, as defined.

**Position**

**Regional Transportation Issues LAP**

**AB 1286 (Muratsuchi D) Shared mobility devices: agreements.**

**Current Text:** Chaptered: 9/18/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2019

**Last Amend:** 8/25/2020

**Status:** 9/18/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 91, Statutes of 2020.

**Location:** 9/18/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							



**Summary:** Would require a shared mobility service provider, as defined, to enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over the area of use. The bill would require that the provider maintain a specified amount of commercial general liability insurance in a user agreement before distributing a shared mobility device within that jurisdiction. The bill would define shared mobility device to mean an electrically motorized board, motorized scooter, electric bicycle, bicycle, or other similar personal transportation device, except as provided.

**Position**

**[AB 2057](#) (Chiu D) San Francisco Bay area: public transportation.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 2/3/2020

**Last Amend:** 5/4/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 4/24/2020)

**Location:** 5/29/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would declare the intent of the Legislature to enact subsequent legislation that would create a transportation network manager for the 9-county San Francisco Bay area to, among other things, integrate all aspects of public transit within the 9-county San Francisco Bay area and provide leadership and accountability in planning, coordinating, and financing the transportation network. The bill would establish a 19-member Bay Area Seamless Transit Task Force to recommend to the Legislature the structure, governance, and funding of the transportation network manager and the organizational structure, governance, and funding for San Francisco Bay area transportation agencies, and other reforms to the San Francisco Bay area's local, regional, and state public agencies, that should be enacted in future legislation to maximize the effectiveness of the public transit system in the San Francisco Bay area.

**Position**

**[AB 2661](#) (Chu D) Santa Clara Valley Transportation Authority: board of directors.**

**Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Last Amend:** 5/4/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(6). (Last location was A. L. GOV. on 4/24/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law creates the Santa Clara Valley Transportation Authority (VTA) with various powers and duties relative to transportation projects and services and the operation of public transit in the County of Santa Clara. Current law vests the government of the VTA in a 12-member board of directors and requires the board of directors to annually elect a chairperson who shall preside at all meetings and a vice chairperson who shall serve in the absence of the chairperson. This bill would instead require the board of directors to biennially elect a chairperson and a vice chairperson.

**Position**

Spot

**[AB 3116](#) (Irwin D) Mobility devices: personal information.**

**Current Text:** Amended: 5/12/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 5/12/2020

**Status:** 6/5/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was A. APPR. SUSPENSE FILE on 6/2/2020)

**Location:** 6/5/2020-A. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize a public agency, defined as a state or local public entity that issues a permit to an operator for mobility services or that otherwise regulates an operator, to require an operator to periodically submit to the public agency anonymized trip data and the operator's mobility devices operating in the geographic area under the public agency's jurisdiction and provide specified notice of that requirement to the operator. The bill would authorize a public agency to share anonymized trip data with a contractor, agent, or other public agency only if specified conditions are met, including that the purpose of the sharing is to assist the public agency in the promotion and

protection of transportation planning, integration of mobility options, and road safety. The bill would prohibit a public agency from sharing trip data with a contractor or agent.

**Position**

**SB 278 (Beall D) Metropolitan Transportation Commission.**

**Current Text:** Amended: 3/28/2019 [html](#) [pdf](#)

**Introduced:** 2/13/2019

**Last Amend:** 3/28/2019

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. TRANS. on 6/18/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The Metropolitan Transportation Commission Act creates the Metropolitan Transportation Commission as a local area planning agency to provide comprehensive regional transportation planning for the region comprised of the 9 San Francisco Bay area counties. The act requires the commission to continue to actively, on behalf of the entire region, seek to assist in the development of adequate funding sources to develop, construct, and support transportation projects that it determines are essential. This bill would also require the commission to determine that those transportation projects are a priority for the region.

**Position**

**SB 1227 (Skinner D) Road Maintenance and Rehabilitation Program.**

**Current Text:** Introduced: 2/20/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 3/5/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Currentlaw creates the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. Current law requires the Department of Transportation and cities and counties receiving funds under the program, to the extent possible and cost effective, and where feasible, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating the streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. This bill would delete the condition in that requirement imposed on the department and those cities and counties to use advanced technologies and material recycling techniques to the extent possible.

**Position**

**Sustainable and Environmental Legislation, Regulations, and Issues LAP**

**AB 793 (Ting D) Recycling: plastic beverage containers: minimum recycled content.**

**Current Text:** Chaptered: 9/24/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2019

**Last Amend:** 8/25/2020

**Status:** 9/24/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 115, Statutes of 2020.

**Location:** 9/24/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would, on and after January 1, 2022, require the total number of plastic beverage containers filled with a beverage sold by a beverage manufacturer, as specified, to contain, on average, specified amounts of postconsumer recycled plastic content per year pursuant to a tiered plan that would require the total number of plastic beverage containers to contain, on average, no less than 50% postconsumer recycled plastic content per year on and after January 1, 2030, except as specified

**Position**

**[AB 2148](#)****(Quirk D) Climate change: adaptation: regional climate adaptation planning groups: regional climate adaptation plans.****Current Text:** Amended: 3/5/2020 [html](#) [pdf](#)**Introduced:** 2/10/2020**Last Amend:** 3/5/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was NAT. RES. on 3/5/2020)**Location:** 5/29/2020-A. DEAD

Desk	<b>Dead</b>	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law establishes the Integrated Climate Adaptation and Resiliency Program, administered by the Office of Planning and Research, to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as specified. This bill would require the Strategic Growth Council, by July 1, 2021, to establish guidelines for the formation of regional climate adaptation planning groups. The bill would require the council, by July 1, 2022, to develop criteria for the development of regional climate adaptation plans.

**Position****[AB 2262](#)****(Berman D) Greenhouse gases: zero-emission vehicle charging or fueling infrastructure: statewide assessment and zero-emission readiness plans.****Current Text:** Amended: 5/4/2020 [html](#) [pdf](#)**Introduced:** 2/14/2020**Last Amend:** 5/4/2020**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was TRANS. on 2/24/2020)**Location:** 5/29/2020-A. DEAD

Desk	<b>Dead</b>	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Current law requires the State Energy Resources Conservation and Development Commission to prepare a statewide assessment of the electric vehicle charging infrastructure needed to support the levels of electrical vehicle adoption required for the state to meet the goal of deploying at least 5,000,000 vehicles by 2030 and of reducing emissions of greenhouse gases to 40% below 1990 levels by 2030. Current law requires the commission to update the assessment at least once every 2 years. This bill, on and after January 1, 2021, would require the assessment to consider the different electric vehicle charging infrastructure needs of metropolitan planning areas.

**Position****[AB 3256](#)****(Garcia, Eduardo D) Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.****Current Text:** Amended: 6/4/2020 [html](#) [pdf](#)**Introduced:** 2/21/2020**Last Amend:** 6/4/2020**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. RLS. on 6/3/2020)**Location:** 8/31/2020-A. DEAD

Desk	<b>Dead</b>	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,980,000,000 pursuant to the State General Obligation Bond Law to finance projects for an economic recovery, wildfire prevention, safe drinking water, drought preparation, and flood protection program.

**Position****[SB 45](#)****(Allen D) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.****Current Text:** Amended: 1/23/2020 [html](#) [pdf](#)**Introduced:** 12/3/2018**Last Amend:** 1/23/2020**Status:** 8/31/2020-Failed Deadline pursuant to Rule 61(b)(18). (Last location was A. DESK on 1/29/2020)**Location:** 8/31/2020-A. DEAD



Desk	Policy	Fiscal	Floor	Dead	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.

#### Position

### [SB 54](#)

#### ([Allen D](#)) **Solid waste: packaging and products.**

**Current Text:** Amended: 8/25/2020 [html](#) [pdf](#)

**Introduced:** 12/11/2018

**Last Amend:** 8/25/2020

**Status:** 9/1/2020-Read third time. Refused passage. (Ayes 37. Noes 18.) Died on call pursuant to Article IV, Section 10(c) of the Constitution.

**Location:** 9/1/2020-A. DEAD

Dead	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would enact the California Circular Economy and Plastic Pollution Reduction Act, which would impose a comprehensive regulatory scheme on producers, retailers, and wholesalers of single-use packaging, as defined, and priority single-use products, as defined, made partially or entirely of plastic, to be administered by the Department of Resources Recycling and Recovery. As part of that regulatory scheme, the bill would require producers, as defined, (A) to source reduce, to the maximum extent feasible, single-use packaging and priority single-use products, and (B) to ensure that all single-use packaging and priority single-use products that are manufactured on or after January 1, 2032, and that are offered for sale, sold, distributed, or imported in or into the state are recyclable or compostable. The bill would require the department to achieve and maintain, by January 1, 2032, a statewide 75% reduction of the waste generated from single-use packaging and priority single-use products offered for sale, sold, distributed, or imported in or into the state through source reduction, recycling, or composting.

#### Position

### [SB 950](#)

#### ([Jackson D](#)) **California Environmental Quality Act: housing and land use.**

**Current Text:** Amended: 3/19/2020 [html](#) [pdf](#)

**Introduced:** 2/10/2020

**Last Amend:** 3/19/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E.Q. on 5/29/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from the requirements of CEQA emergency shelters, supportive housings, and transitional housings meeting certain requirements.

#### Position

### [SB 996](#)

#### ([Portantino D](#)) **State Water Resources Control Board: Constituents of Emerging Concern Program.**

**Current Text:** Amended: 4/1/2020 [html](#) [pdf](#)

**Introduced:** 2/13/2020

**Last Amend:** 4/1/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E.Q. on 3/5/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the State Water Resources Control Board to establish, maintain, and direct

an ongoing, dedicated program called the Constituents of Emerging Concern Program to assess the state of information and recommend areas for further study on constituents of emerging concern in drinking water that may pose risks to public health. The bill would require the state board to establish the Stakeholder Advisory Group and, by an unspecified date, the Science Advisory Panel, both as prescribed, to assist in the gathering and development of information for the program, among other functions. The bill would require the program to provide opportunities for public participation, including conducting stakeholder meetings and workshops to solicit relevant information and feedback for development and implementation of the program.

**Position**

**SB 1035 (Rubio D) Climate Pollution Reduction in Low-Income Homes: grants.**

**Current Text:** Introduced: 2/14/2020 [html](#) [pdf](#)

**Introduced:** 2/14/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E. U., & C. on 2/27/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would establish the Climate Pollution Reduction in Low-Income Homes Initiative. The bill would require the State Energy Resources Conservation and Development Commission to administer the initiative to provide grants to eligible entities to provide financial assistance to low-income households for the purchase of low-carbon-emitting appliances.

**Position**

**SB 1044 (Allen D) Firefighting equipment and foam: PFAS chemicals.**

**Current Text:** Chaptered: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Last Amend:** 8/24/2020

**Status:** 9/29/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 308, Statutes of 2020.

**Location:** 9/29/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would, commencing January 1, 2022, require any person, as defined, including a manufacturer, as defined, that sells firefighter personal protective equipment to any person to provide a written notice to the purchaser at the time of sale if the firefighter personal protective equipment contains intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS). The bill would require the seller and the purchaser to retain a copy of the written notice on file for at least 3 years and to furnish the notice and associated sales documentation the Attorney General, a city attorney, a county counsel, or a district attorney within 60 days upon request, as provided. The bill would authorize the Attorney General, a city attorney, a county counsel, or a district attorney to request from a manufacturer, and the bill would require the manufacturer to provide, a certificate of compliance that certifies that the manufacturer is in compliance with these provisions.

**Position**

**SB 1056 (Portantino D) Drinking water: testing: perfluoroalkyl and polyfluoroalkyl substances.**

**Current Text:** Introduced: 2/18/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E.Q. on 2/27/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the State Water Resources Control Board, on or before January 1, 2022, to certify a methodology or methodologies for testing drinking water, groundwater, and surface water for perfluoroalkyl and polyfluoroalkyl substances, as provided, and to accredit qualified laboratories in California to analyze perfluoroalkyl and polyfluoroalkyl substances pursuant to the adopted methodology or methodologies.

**Position**

**SB 1185 (Moorlach R) Emergency backup generators: operation during deenergization events.**

**Current Text:** Amended: 7/27/2020 [html](#) [pdf](#)

**Introduced:** 2/20/2020

**Last Amend:** 7/27/2020

**Status:** 8/14/2020-Failed Deadline pursuant to Rule 61(b)(13). (Last location was A. NAT. RES. on 6/29/2020)

**Location:** 8/14/2020-A. DEAD

Desk	Policy	Fiscal	Floor	Desk	Dead	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would authorize an air district to adopt, or revise, a rule to specify that hours for usage due to the loss of normal electrical service during a deenergization event, as defined, by a permitted natural-gas-powered emergency backup generator that is either federally compliant, as defined, or state board designated are prohibited from counting toward that permit's conditions for usage.

**Position**

**SB 1289 (Chang R) California Environmental Quality Act: exemption: housing projects.**

**Current Text:** Introduced: 2/21/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Status:** 5/29/2020-Failed Deadline pursuant to Rule 61(b)(5). (Last location was E.Q. on 3/5/2020)

**Location:** 5/29/2020-S. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** CEQA requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would, until January 1, 2029, exempt from the requirements of CEQA, housing projects that meet certain requirements. The bill would require a lead agency, if it determines that a housing project is exempt from CEQA under the above provision, to file a specified notice with the county clerk in each county in which the project is located.

**Position**

**SB 1320 (Stern D) Climate change: California Climate Change Assessment.**

**Current Text:** Chaptered: 9/24/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/24/2020

**Status:** 9/24/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 136, Statutes of 2020.

**Location:** 9/24/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

**Summary:** Would require the Office of Planning and Research, through the Integrated Climate Adaptation and Resiliency Program, to develop the California Climate Change Assessment, in coordination with the Natural Resources Agency, the State Energy Resources Conservation and Development Commission, and the Strategic Growth Council, and in consultation with partner public agencies designated by the office. The bill would require the office to complete the assessment no less frequently than every 5 years. The bill would require the assessment to provide an integrated suite of products that report the impacts and risks of climate change, based on the best available science, and identify potential solutions to inform legislative policy, as provided.

**Position**

**Wireless Facilities LAP**

**AB 2421 (Quirk D) Land use: permitting: wireless communications: emergency standby generators.**

**Current Text:** Chaptered: 9/29/2020 [html](#) [pdf](#)

**Introduced:** 2/19/2020

**Last Amend:** 7/31/2020

**Status:** 9/29/2020-Approved by the Governor. Chaptered by Secretary of State - Chapter 255, Statutes of 2020.

**Location:** 9/29/2020-A. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Would, until January 1, 2024, require local agencies to make the installation of an emergency standby generator to serve a macro cell tower site, as defined, that meets specified requirements a permitted use and require a local agency to review an application for installation on an administrative, nondiscretionary basis. The bill would specify procedures for the processing of permit applications by a local agency and would authorize a local agency to impose a fee to cover costs associated with administering the bill's provisions. Because the bill would impose new duties on local agencies, it would impose a state-mandated local program.

#### Position

### [SB 1069](#) **(Jackson D) Telecommunications: emergencies and natural disasters: critical communications infrastructure.**

**Current Text:** Amended: 6/2/2020 [html](#) [pdf](#)

**Introduced:** 2/18/2020

**Last Amend:** 6/2/2020

**Status:** 6/19/2020-Failed Deadline pursuant to Rule 61(b)(8). (Last location was S. APPR. SUSPENSE FILE on 6/9/2020)

**Location:** 6/19/2020-S. DEAD

Desk	Policy	Dead	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** Current law requires a provider of telecommunications services, as defined, that provides access to 911 service to notify the Office of Emergency Services, as provided, whenever a community isolation outage limiting the provider's customers' ability to make 911 calls or receive emergency notifications occurs within 60 minutes of discovering the outage. Current law makes the office responsible for notifying any applicable county office of emergency services, the sheriff of any county, and any public safety answering point affected by the outage. Current law requires the telecommunications service provider to notify the office of the estimated time to repair the outage and when service is restored. This bill would additionally require a telecommunication service provider to notify the office of critical telecommunications infrastructure out of service or experiencing functionality failures that would prevent the transmission of an emergency notification or 911 call and the estimated range of any mobile telephony service base transceiver station towers identified as damaged or experiencing functionality failures.

#### Position

### [SB 1441](#) **(McGuire D) Local Prepaid Mobile Telephony Services Collection Act.**

**Current Text:** Chaptered: 9/25/2020 [html](#) [pdf](#)

**Introduced:** 2/21/2020

**Last Amend:** 8/25/2020

**Status:** 9/25/2020-Approved by the Governor. Chaptered by Secretary of State. Chapter 179, Statutes of 2020.

**Location:** 9/25/2020-S. CHAPTERED

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

**Summary:** The local prepaid MTS act requires that these local charges imposed by a city, county, or a city and county on prepaid mobile telephony services be collected from the prepaid consumer by a seller at the same time of the retail sale, as specified. Currentlaw requires that all local charges be collected and paid to the California Department of Tax and Fee Administration pursuant to the Fee Collection Procedures Law be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund, and be transmitted to the city, county, or city and county, as provided. This bill would extend operation of the local prepaid MTS act until January 1, 2026, and would make nonsubstantive changes to eliminate cross-references in the MTS act to the Prepaid Mobile Telephony Service Surcharge Collection Act.

#### Position

**Total Measures: 149**  
**Total Tracking Forms: 149**



## **2020 Q3 Legislative Actions**

Below is a summary of the actions that were taken during 2020 Q3 as they align to the City of Santa Clara's 2020 Legislative Advocacy Positions (LAPs), guiding principles for legislative advocacy, or approved City policies (e.g. City Council Goals and Priorities). The letters are attached to this document.

### **COVID-19 Legislation LAP**

- July 10, 2020 Letter to Chair Haggerty, Metropolitan Transportation Commission regarding CARES Act funding for Caltrain (Support)
- July 27, 2020 Email to Senator Feinstein's Office regarding direct aid provision for public power utilities (Support)
- July 27, 2020 Email to Senator Harris' Office regarding direct aid provision for public power utilities (Support)
- July 29, 2020 Letter to Congressman Khanna regarding advance refund of tax-exempt bonds in infrastructure package (Support)

### **Regional and State-wide Water Supply and Conservation LAP**

- July 10, 2020 Letter to Chair Hsueh, Valley Water Board of Directors regarding Safe, Clean Water and Natural Flood Protection Program Ballot Measure (Support)  
September 4, 2020 Coalition Letter to Governor Newsom regarding AB 3005 (Support)

### **Regional Transportation Issues**

- July 21, 2020 Letter to Chair Pine, Peninsula Corridor Joint Powers Board of Directors regarding Caltrain Sales Tax Ballot Measure (Support)





# City of Santa Clara

The Center of What's Possible

Mayor

Lisa M. Gillmor

**Councilmembers**

Raj Chahal  
Debi Davis  
Karen Hardy  
Teresa O'Neill  
Kathy Watanabe

July 10, 2020

Commissioner Scott Haggerty, Chair  
Metropolitan Transportation Commission  
Bay Area Metro Center  
375 Beale St., Suite 800  
San Francisco, CA 94105-2066

Dear Chair Haggerty:

We urge you to support the Blue Ribbon Task Force's recommended tranche 2 CARES Act allocations, with the understanding that the amount allocated to Caltrain will not be sufficient to maintain service through the end of the year.

Caltrain is an essential transit service for thousands of riders that continue to rely on the system to meet their mobility needs. As more and more sectors of the Bay Area's economy open up, a growing amount of survey data suggests that former riders will eventually return to the system. Without sufficient funding from tranche 2 of the CARES Act, there is a strong likelihood that Caltrain will need to shut down before they do so. This would create an unacceptable gap in the Bay Area's transit network, stranding riders that depend on the system, and leaving hundreds of the system's workers without a job.

To prevent this, the Metropolitan Transportation Commission should be using CARES funds as they were intended: to protect jobs and preserve service as long as possible. The best way to do this is to base CARES allocations on the actual losses that agencies experience. Caltrain is set to receive \$15 million, but that will not cover the system's fare revenue losses unless ridership returns to an average of 30% of normal levels by the end of the year, which is incredibly unlikely.

The other allocation options evaluated by MTC were worse. They would have provided Caltrain with even less revenue and would have dramatically increased the likelihood that Caltrain will shut down and lay off workers in the fall.

According to the most recent economic data, sales tax revenues are recovering faster than MTC's assumptions and ridership is recovering more slowly. If the MTC assumptions prove to be inaccurate, swift steps will be needed to provide additional support to the fare dependent agencies like Caltrain to preserve them as critical services that are essential to the region's recovery efforts.

Sincerely,

Lisa M. Gillmor  
Mayor, City of Santa Clara

Cc: Members, Metropolitan Transportation Commission  
Members, Peninsula Corridor Joint Powers Board of Directors

**From:** [Lisa Gillmor](#)  
**To:** [rishi\\_sahgal@feinstein.senate.gov](mailto:rishi_sahgal@feinstein.senate.gov)  
**Cc:** [Mayor and Council](#); [Basil Wong](#)  
**Subject:** Request for Support - Direct Aid Provision for Public Power Utilities  
**Date:** Monday, July 27, 2020 2:29:30 PM  
**Attachments:** [image003.png](#)

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Good afternoon Rishi Sahgal,

I write with gratitude and appreciation for the Senator's swift action and response to the COVID-19 Pandemic. The City of Santa Clara is home to about 120,000 residents across 19.3 square miles. The City of Santa Clara also operates a municipally owned electric, water and sewer, and fiber utility and we are a member of the Northern California Power Agency (NCPA).

As a City and a utility, we, along with other cities and publicly owned utilities across the State, have experienced unique economic challenges as a direct result of the COVID-19 pandemic. In response, we have taken a number of proactive steps to ensure our customers and community continue to receive reliable and affordable City services. Specifically, our City has implemented:

- Supplemental food programs since the beginning of Santa Clara County's Shelter-in-Place in March 2020 to our most vulnerable and low-income residents.
- Small Business Assistance Program helping over 100 small businesses proving \$800,000 in grant funding.
- Stopped power and water shutoff to residential customers for nonpayment
- Provided a \$30 Energy Efficiency bill credit to all residential customers
- Provided alternative payment arrangements
- Expanded our rate assistance program to provide a 25% discount to residential customers who were affected by COVID-19
- Re-Established a "HELP Your Neighbor" program for donations towards utility bills.

At the same time, the City is anticipating a significant revenue shortfall due to lower tax receipts and lower than forecasted electric sales due to the economic slowdown.

Should the coronavirus pandemic worsen and revenue declines for our City, it is imperative that Congress provide a way for the cities to have access to a direct aid, forgivable loan program, similar to the Small Business Administration's Paycheck Protection Program. As the Senate aims to introduce a final COVID relief package in the coming days, we are strongly encouraging Senator Feinstein's support for federal financial assistance for public power utilities. Unfortunately, due to our status as government entities, previous COVID-19 relief efforts have rendered our City ineligible from any form of pandemic-related financial support.

To ensure this aid to public power is included, we recommend contacting Brie Van Cleve ([Brie\\_VanCleve@energy.senate.gov](mailto:Brie_VanCleve@energy.senate.gov)) in the Senate Energy and Natural Resources Committee, who is assisting in the rollout of this provision.

Thank you,

**LISA GILLMOR**

Mayor

City of Santa Clara

1500 Warburton Avenue, Santa Clara, CA 95050

Tel: 408-615-2250 | [www.santaclaraca.gov](http://www.santaclaraca.gov)

**From:** [Lisa Gillmor](#)  
**To:** [brittany\\_carmon@harris.senate.gov](mailto:brittany_carmon@harris.senate.gov)  
**Cc:** [Mayor and Council](#); [Basil Wong](#)  
**Subject:** Request for Support - Direct Aid Provision for Public Power Utilities  
**Date:** Monday, July 27, 2020 2:31:36 PM  
**Attachments:** [image003.png](#)

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Good afternoon Brittany Carmon,

I write with gratitude and appreciation for the Senator's swift action and response to the COVID-19 Pandemic. The City of Santa Clara is home to about 120,000 residents across 19.3 square miles. The City of Santa Clara also operates a municipally owned electric, water and sewer, and fiber utility and we are a member of the Northern California Power Agency (NCPA).

As a City and a utility, we, along with other cities and publicly owned utilities across the State, have experienced unique economic challenges as a direct result of the COVID-19 pandemic. In response, we have taken a number of proactive steps to ensure our customers and community continue to receive reliable and affordable City services. Specifically, our City has implemented:

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- Stopped power and water shutoff to residential customers for nonpayment
- Provided a \$30 Energy Efficiency bill credit to all residential customers
- Provided alternative payment arrangements
- Expanded our rate assistance program to provide a 25% discount to residential customers who were affected by COVID-19
- Re-Established a "HELP Your Neighbor" program for donations towards utility bills.

At the same time, the City is anticipating a significant revenue shortfall due to lower tax receipts and lower than forecasted electric sales due to the economic slowdown.

Should the coronavirus pandemic worsen and revenue declines for our City, it is imperative that Congress provide a way for the cities to have access to a direct aid, forgivable loan program, similar to the Small Business Administration's Paycheck Protection Program. As the Senate aims to introduce a final COVID relief package in the coming days, we are strongly encouraging Senator Harris's support for federal financial assistance for public power utilities. Unfortunately, due to our status as government entities, previous COVID-19 relief efforts have rendered our City ineligible from any form of pandemic-related financial support.

To ensure this aid to public power is included, we recommend contacting Brie Van Cleve ([Brie\\_VanCleve@energy.senate.gov](mailto:Brie_VanCleve@energy.senate.gov)) in the Senate Energy and Natural Resources Committee, who is assisting in the rollout of this provision.

Thank you,

**LISA GILLMOR**

Mayor

City of Santa Clara

1500 Warburton Avenue, Santa Clara, CA 95050

Tel: 408-615-2250 | [www.santaclaraca.gov](http://www.santaclaraca.gov)





# City of Santa Clara

The Center of What's Possible

**Mayor**

**Lisa M. Gillmor**

**Councilmembers**

Raj Chahal  
Debi Davis  
Karen Hardy  
Teresa O'Neill  
Kathy Watanabe

July 29, 2020

The Honorable Ro Khanna  
U.S. House of Representatives  
221 Cannon House Office Building  
Washington, DC 20515

Dear Representative Khanna:

Thank you again for your participation in the Northern California Power Agency (NCPA) Speaker Series on June 10, 2020 with the City of Santa Clara and our fellow NCPA Members. On behalf of the City of Santa Clara, I write with appreciation for leading the effort in the House to sponsor a letter to the House Ways and Means Committee Chairman Richard Neal and Ranking Member Kevin Brady calling for the inclusion of provisions to allow advance refunding of tax-exempt bonds in any final infrastructure package. As you know, these measures will provide the City of Santa Clara with tools we could utilize as we work to address the forecasted revenue shortfalls caused by COVID-19.

As NCPA has expressed, we too, are pleased to see the inclusion of advance funding language incorporated into H.R. 2, the Moving Forward Act, and are hopeful that it will be incorporated into the final stimulus package. Your continued support of this effort is of critical importance as we, and our fellow NCPA public utility members, work to support our communities throughout the pandemic.

Thank you again for your efforts on this critical issue.

Sincerely,

Lisa M. Gillmor  
Mayor  
City of Santa Clara



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Kathy Watanabe

July 10, 2020

Nai Hsueh, Chair  
Valley Water Board of Directors  
5750 Almaden Expressway  
San Jose, CA 95118

Dear Chair Hsueh:

On behalf of the City of Santa Clara, I write to express support for the Draft Community Preferred Plan (the Plan) that would be implemented should the Safe, Clean Water and Natural Flood Protection Program be renewed, and approved by the Valley Water Board of Directors in order to adopt the Plan and place the renewal of that program on the November 2020 ballot.

We believe that ensuring a reliable supply of water coupled with comprehensive and progressive water conservation programs, environmental and flood protection programs are essential in addressing the needs of our communities while ensuring that associated cost impacts are minimized for our ratepayers. The San Francisco Bay Shoreline Project, as highlighted in the community-preferred program report is important to the City of Santa Clara as this project will provide coastal flood protection from climate change induced rising sea-levels, restore and enhance tidal marsh, protect 4,700 acres, 5,000 structures and the San José-Santa Clara Regional Wastewater Facility.

Passage of this measure would provide support for volunteer efforts and educational activities, safety protocols, and protection of our natural areas.

This potential ballot measure, known as the Safe, Clean Water and Natural Flood Protection Program has yielded the following draft priorities as part of the exploratory process:

- Ensure a safe, reliable water supply
- Reduce toxins, hazards and contaminants in our waterways
- Protect our water supply from earthquakes and natural disasters
- Restore wildlife habitat and provide open space
- Provide flood protection to homes businesses, schools, and highways
- Support public health and public safety for our community

The City of Santa Clara supports the Plan and requests the Board to adopt and to place this measure on the November ballot. If you have any questions, please feel free to contact Gary Welling, Director of Water & Sewer Utilities at (408) 615-2018 or [gwelling@santaclaraca.gov](mailto:gwelling@santaclaraca.gov).

Sincerely

Lisa M. Gillmor, Mayor  
City of Santa Clara



September 4, 2020

The Honorable Gavin Newsom  
Governor, State of California  
State Capitol, Room 1173  
Sacramento, CA 95814

**Subject: AB 3005 (R. Rivas) Expedited Dam Safety for Silicon Valley  
REQUEST FOR SIGNATURE**

Dear Governor Newsom:

On behalf of the entities listed below, we respectfully request your signature on AB 3005, which would facilitate the expedited and expert construction of the Anderson Dam Seismic Retrofit Project and will implement significant environmental benefits. Your signature as soon as possible would further the project's compliance with an urgent federal dam safety order now in effect.

Located in the hills above Silicon Valley, the Leroy Anderson Dam and Reservoir has been determined by dam safety officials to be vulnerable to damage during a 6.6 magnitude earthquake and failure with a 7.25 quake. The failure of Anderson Dam at full capacity would result in catastrophic losses of life and property, inundating an area that includes many of the cities comprising the San Jose metropolitan area and southward to Monterey Bay. The human and economic costs would be felt across California and the nation.

AB 3005 would help ensure the state does its part to expeditiously eliminate the risk of a devastating loss of life, property, and thousands of job-creating Silicon Valley businesses. The bill would set reasonable deadlines for the Santa Clara Valley Water District and state agencies to complete project permitting, and for state courts to resolve challenges to environmental documentation. This legislation would authorize the Anderson Project to use the "Best Value" method of contractor selection to ensure expert construction. In matters of public safety, expert construction is critical.

As is the case in any dam construction project, environmental protection is a paramount concern. AB 3005 would require full compliance with the California Environmental Quality Act (CEQA) as a precondition for expedited permitting. The bill also requires that the project not result in any net additional greenhouse gas emissions, and authorizes smart investments in local and state emissions reductions, as well as fish habitat enhancements in the San Francisco Bay Delta and in three watersheds in Santa Clara County.

In this time of crisis in California, the Anderson Project will deliver critical public safety, water supply, and flood protection benefits that bolster the region's climate change resilience. As fires continue to burn in the Anderson Dam watershed, its water is being used for aerial drops to extinguish the flames. Not only will this project protect Silicon Valley from inundation and destruction, the \$576 million Anderson Project will create 5,400 high-paying jobs beginning in 2021, serving as a timely stimulus for a recovery from the pandemic economic downturn.

We, the entities listed below, respectfully urge your timely signature on this critically important bill to protect Silicon Valley from the devastating impacts of dam failure, bolster the region's resilience amid climate change, and provide a much needed, locally-funded economic stimulus.

Sincerely,



Bart Broome  
Director, State Government Relations  
Valley Water

Tyler Munzing  
Director of Government Affairs  
American Council of Engineering  
Companies, California

Kristopher M. Anderson, Esq. Legislative  
Advocate  
Association of California Water  
Agencies

Eddie Bernacchi  
Legislative Advocate  
California Legislative Conference of the  
Plumbing, Heating and Piping Industry

Danielle Blacet-Hyden  
Deputy Executive Director  
California Municipal Utilities Association

Alyssa Silhi  
Legislative Representative  
California Special Districts Association

Kenneth R. Johnson  
Executive Director  
Campbell Chamber of Commerce

Mayor Larry Klein, City of Sunnyvale  
Association President  
Cities Association of Santa Clara  
County

Roland Velasco  
Mayor  
City of Gilroy

Rich Tran  
Mayor  
City of Milpitas

Rich Constantine  
Mayor  
City of Morgan Hill

Margaret Abe-Koga  
Mayor  
City of Mountain View

Lisa M. Gillmor  
Mayor  
City of Santa Clara

Larry Klein  
Mayor  
City of Sunnyvale

Anjali Kausar  
CEO  
Cupertino Chamber of Commerce

Suzanne Remien  
Director of Political and Legislative  
Employees Association, American  
Federation of State, County and  
Municipal Employees 101, Council 57

Mark Turner  
President/CEO  
Gilroy Chamber of Commerce

Ana M. Ruiz  
General Manager  
Midpeninsula Regional Open Space  
District

Warren Wettenstein  
President  
Milpitas Chamber of Commerce

Peter Katz  
President & CEO  
Mountain View Chamber of Commerce

Brittney Sherman  
President/CEO  
Morgan Hill Chamber of Commerce

Michael J. Duffy  
President  
Professional Managers Association  
Chapter, International Federation of  
Professional and Technical Engineers,  
Local 21, AFL-CIO

Emily S. Lam  
Director  
Policy and Government Affairs  
San Francisco Public Utilities  
Commission

Andrea Mackenzie  
General Manager  
Santa Clara Valley Open Space  
Authority

David Lewis  
Executive Director  
Save the Bay

Mike Mielke  
Sr. VP of Environment & Energy  
Silicon Valley Leadership Group

Jeremy Smith  
Deputy Legislative Director  
State Building and Construction Trades  
Council of California

Emily Cohen  
Executive Vice President  
United Contractors





# City of Santa Clara

The Center of What's Possible

**Mayor**

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**Councilmembers**

Raj Chahal  
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Teresa O'Neill  
Kathy Watanabe

July 21, 2020

Peninsula Corridor Joint Powers Board of Directors  
1250 San Carlos Avenue  
San Carlos, CA 94070

RE: Caltrain 1/8-cent Sales Tax Ballot Measure

Dear Chair Pine:

On behalf of the City of Santa Clara I am writing to express my support for the Peninsula Corridor Joint Powers Board's (Caltrain's) efforts in enacting a one-eighth cent sales tax in the counties of San Francisco, San Mateo, and Santa Clara for the purpose of operating, maintaining and improving Caltrain commuter rail service.

Caltrain performs one of the most important transportation services in the state. The Caltrain Corridor closely parallels Highway 101 between San Francisco and San Jose. This portion of Highway 101 is both one of the most congested highway corridors in the country as well an economic juggernaut. Expanded Caltrain service is needed help accommodate continued job and population growth throughout a corridor that supports innovative solutions not just for the region but also the state and country.

Caltrain is the only passenger rail service in the Bay Area without a dedicated permanent source of funding. With ridership demand expected to triple by 2040, it is essential that the agency be equipped with the resources to maintain and increase services.

A one-eighth cent sales tax across all three counties would generate approximately \$100 million per year to help support the operation of enhanced Caltrain service levels throughout the corridor from San Francisco to Gilroy. Enhanced service levels will more fully serve expected market demand on the Caltrain corridor over the next decade and beyond. It will deliver many benefits to the Caltrain corridor communities, including:

- increased capacity to support ridership growth
- longer time periods for peak service, and
- additional service in the off-peak periods

This enhanced service will lead to a massive increase in service frequency along the Caltrain corridor, resulting in most of Caltrain stations receiving service levels of 4- or 8-trains per hour per direction (as compared to just a handful of stations that receive this level of service today).

In addition to benefiting the Caltrain corridor communities, the enhanced service would allow Caltrain to provide the service and capacity needed to make maximum use of the Downtown Extension once that project is open, and it will be foundational to the development of an integrated regional rail network, including potential future connections with the East Bay via the San Francisco-Oakland Transbay Rail Crossing.

Enhanced service will also allow for greater all-day connectivity to the larger regional transit network, and significantly advances equity on the Caltrain corridor by providing high quality off-peak service that meets the needs of customers who wish to use the system for reasons outside of traditional commuting.

Improving Caltrain services was always dependent on dedicated funding, but now the system's survival depends on it. Prior to the pandemic, Caltrain's member agencies signaled that they could not afford to increase their contributions, and now their financial situation is even more precarious. Opportunities to create new funding for transit operations are incredibly limited. With so much at stake, we cannot let this one pass us by.

Sincerely,



Lisa M. Gillmor  
Mayor, City of Santa Clara

cc: Peninsula Joint Powers Board of Directors  
San Francisco Board of Supervisors  
San Mateo County Board of Supervisors  
Santa Clara County Board of Supervisors  
San Francisco Municipal Transportation Agency Board of Directors  
San Mateo County Transit District Board of Directors  
Santa Clara Valley Transportation Authority Board of Directors





## Agenda Report

20-1138

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### **SUBJECT**

Action on Emergency Ordinance to Add Chapter 9.70 to enact COVID-19 Worker Recall Protections for Building Service, Food Service and Hotel Service Workers

#### **COUNCIL PILLAR**

Promote and Enhance Economic, Housing and Transportation Development

#### **BACKGROUND**

An item requesting Council consideration on the adoption of an emergency ordinance that would add a new Chapter 9.70 to Title 9 of the Code of the City of Santa Clara, California ("SCCC") to add a COVID-19 Right of Recall (Emergency Ordinance) was on the October 27, 2020 Council agenda.

During the public testimony, several public speakers requested that the City's Emergency Ordinance be tighten in the area around enforcement measures and requested staff to review the recently passed City of San Diego Worker Recall Ordinance (Attachment 1). Council continued consideration of the Emergency Ordinance to the November 10, 2020 Council meeting to allow staff time to review and refine the language in the proposed Emergency Ordinance.

#### **DISCUSSION**

As a follow up to the October 27 Council discussion, the City Attorney reviewed the City of San Diego Worker Recall ordinance and other supporting material provided by UNITE HERE. Based on this review, the City Attorney has made revisions to the proposed Emergency Ordinance (Attachment 2) to include additional notification procedures and clarification on enforcement actions and pre-emption issues as regards collective bargaining agreements. The Emergency Ordinance was also revised to add a new section to address retaliation.

The Emergency Ordinance, if approved, would provide for the following (updates to the provisions in the proposed emergency ordinance are noted in *italics*):

Timing: The Emergency Ordinance would go into effect immediately following Council action.

Applicability: The ordinance applies to:

- 1) any entity in the City of Santa Clara with more than 25 employees in the State of California that enter into contracts for building services and/or food service, and
- 2) entertainment/convention venues with a capacity of at least 8,000.
- 3) any entity that operates a Hotel with fifty (50) or more guest rooms.

The ordinance applies to business entities that hire covered employees as well as to City of Santa Clara contracts and to contracts with all of the City's related entities such as SOSA, Stadium Authority etc., and to Hotels with (50) or more guest rooms. Other governmental entities such as the County, Santa Clara Unified School District or Mission College are exempt.

Contracts subject to ordinance: Contracts in excess of \$25,000 with a term three months or longer for regularly scheduled building services and/or food services.

Covered Employees: Full or part-time employees that, in a particular week, perform at least eight hours of work within the geographical boundaries of the City and have a length of service with the employer of six months or more and whose most recent separation from active employment by the employer occurred on or after March 17, 2020, as a result of a lack of business, a reduction in work force or other economic, non-disciplinary reason. Not included are managerial, supervisory, confidential employees or a person who performs as their primary job responsibility sponsorship sales for an event center employer.

Notification and Recall Procedures:

- Employers are required to make the offer to a laid off worker, in writing, to the last known mailing address, electronic mail, and text message phone number, of any position which is, or becomes available, after the effective date of the Emergency Ordinance for which the laid off worker is qualified.
- Laid off workers must be offered a position in the order of priority below - if the laid off worker:
  - (1) held the same or similar position at the same site of employment at the time of the Laid Off Worker's most recent separation from active service with the Employer; or
  - (2) can be qualified for the position with the same training that would be provided to a new worker hired into that position.

If more than one laid off worker is entitled to preference for a position, the employer shall offer the position to the laid off worker with the greatest length of service in (1) and then (2) with the employer at the employment site.

*Where more than one Laid Off Worker is entitled to preference for a position, the Employer shall offer the position to the Laid Off Worker with the greatest length of service for the covered enterprise.*

- A laid off worker who is offered a position shall be given no less than five (5) business days in which to accept or decline the offer.
- *An Employer that declines to recall a laid off worker on the grounds of lack of qualifications and instead hires someone other than a laid off worker must provide written notice within 30 days identifying those hired along with all reasons for such decision.*

- *Workers are covered by the Emergency Ordinance regardless of whether they are covered by a collective bargaining agreement. The Emergency Ordinance will not invalidate or limit the rights, remedies and procedures of any contract or agreement that provides greater or equal protection for workers. The provisions of the Emergency Ordinance may only be waived in a collective bargaining agreement if the waiver is explicitly set forth in the agreement in clear and unambiguous terms.*

Enforcement: A violation of the Emergency Ordinance can be enforced as a civil action in court. Remedies include hiring and reinstatement rights, actual damages, punitive damages and attorney's fees. *Additional information surrounding reinstatement rights and actual damages were added.*

Retaliation: *Retaliation is prohibited against workers that:*

- *Seek to enforce their rights under this Emergency Ordinance;*
- *Participate in proceedings related to an enforcement of this Emergency Ordinance;*
- *Mistakenly, but in good faith, allege non-compliance with the Emergency Ordinance.*

## **ENVIRONMENTAL REVIEW**

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

## **FISCAL IMPACT**

There is no fiscal impact other than administrative staff time.

## **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>>.

## **ALTERNATIVES**

1. Adopt the Emergency Ordinance to add Worker Recall Protections.
2. Do not adopt the Emergency Ordinance to add Worker Recall Protections
3. Any other alternative as approved by Council

## **RECOMMENDATION**

Alternative 1:

Adopt the Emergency Ordinance to add Worker Recall Protections.

Reviewed by: Brian Doyle, City Attorney

Reviewed by: Ruth Mizobe Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. City of San Diego Worker Recall Ordinance
2. Emergency Ordinance Adding Worker Recall Protections

Item 600  
9/8/2020

(O-2021-20)  
COR. COPY

ORDINANCE NUMBER O- **21231** (NEW SERIES)

DATE OF FINAL PASSAGE **SEP 08 2020**

Introduced and  
adopted as  
amended by  
interlineation as  
shown in redline

AN EMERGENCY ORDINANCE AMENDING CHAPTER 3  
OF THE SAN DIEGO MUNICIPAL CODE BY ADDING NEW  
ARTICLE 11, DIVISION 1, SECTIONS 311.0101 THROUGH  
311.0109 AND ARTICLE 11, DIVISION 2, SECTIONS 311.0201  
THROUGH 311.0209 RELATING TO COVID-19 WORKER  
RECALL AND RETENTION.

TJB

WHEREAS, on January 31, 2020, the Secretary of Health and Human Services declared a public health emergency in response to a novel coronavirus, SARS-CoV-2, which causes the COVID-19 disease (COVID-19); and

WHEREAS, on February 19, 2020, the San Diego County Board of Supervisors ratified a declaration of local health emergency related to COVID-19; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom (Governor) proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 12, 2020, the Mayor of the City of San Diego (Mayor) proclaimed the existence of a local emergency related to the COVID-19 threat, which was ratified by the San Diego City Council (City Council) on March 17, 2020, by Resolution No. R-312895; and

WHEREAS, since that time, the Governor, the Mayor, and the County of San Diego Public Health Official have all issued various directives and guidance to state and local residents, including stay-at-home directives and restrictions on certain business activities; and

WHEREAS, as a result of the COVID-19 pandemic and the stay-at-home directives, many workers in the City are facing significant job and economic insecurity; and

WHEREAS, workers in the San Diego service and hospitality industries, and those who provide services to commercial properties, are especially impacted by layoffs because travel has been severely limited, and businesses cannot easily adjust to the lack of patronage; and

WHEREAS, many San Diego hotel and janitorial service workers have already been separated from their jobs during the COVID-19 pandemic, and thousands more are expected to face separation in the coming months; and

WHEREAS, while federal, state, and local programs, and efforts by certain non-profits, have provided some support to hotel and janitorial service workers, the economy may better recover if impacted workers can return to their previous jobs as the COVID-19 pandemic recedes and business activities return to normal levels; and

WHEREAS, this emergency ordinance ensures fair employment practices during the economic upheaval resulting from the COVID-19 pandemic; and

WHEREAS, the provisions of this emergency ordinance are severable as provided for under Municipal Code section 11.0205; and

WHEREAS, San Diego City Charter (Charter) section 11 vests all legislative authority for the City in the Council; and

WHEREAS, the Council adopts this ordinance through the police powers vested in the City under the California Constitution; and

WHEREAS, the Council finds there is an emergency necessitating immediate adoption of the ordinance pursuant to Charter section 295 in order to insure that employees will be restored to the original jobs in an orderly fashion and reduce the demand on City-funded social services; and

WHEREAS, under charter section 280(a)(3), this ordinance is not subject to veto by the Mayor because it is an emergency ordinance; and

WHEREAS, under charter section 295(e), a supermajority vote of the City Council is required for passage of this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That Chapter 3 of San Diego Municipal Code is amended by adding new Article 11, Division 1, Sections 311.0101 through 311.0109 to read as follows:

**Article 11: City of San Diego COVID-19 Worker Recall and Retention**

**Division 1: City of San Diego Service COVID-19 Worker Recall Ordinance**

**§311.0101 Purpose and Intent**

Since the declaration of a national public health emergency on January 31, 2020, the COVID-19 pandemic has caused many building service, hospitality, and travel-related employers in the *City* to discharge, lay off, and furlough workers. Through this Division, the *City* seeks to ensure that these workers enjoy a right to return to their previous jobs when business activity resumes in order to aid economic recovery.

**§311.0102 Citation**

This Division shall be cited as the City of San Diego COVID-19 Building Service and Hotel Worker Recall Ordinance.

**§311.0103 Definitions**

For purposes of this Division defined terms appear in italics. The following definitions apply in this Division:

*City* means the City of San Diego.

*Commercial property employer* means an owner, operator, manager, or lessee, including a contractor, subcontractor, or sublessee, of a non-residential property located within the geographical boundaries of the *City* that employs ~~40~~25 or more

janitorial, maintenance, or security service employees. Only the janitorial, maintenance, and security service employees who perform work for a *commercial property employer* are covered by this Division.

*Customary seasonal work* means work performed by an individual during approximately the same part of each calendar year, such as summer or winter.

*Employer* means a *commercial property employer*, a *hotel employer*, and an *event center employer*.

*Event center employer* means an owner, operator, or manager of a privately-owned structure of more than 50,000 square feet or 5,000 seats that is used for the purposes of public performances, sporting events, business meetings, or similar events, and includes concert halls, stadiums, sports arenas, racetracks, coliseums, and convention centers. The term *event center* also includes any contracted, leased, or sublet premises connected to or operated in conjunction with the *event center's* purpose, including food preparation facilities, ushering services, ticket-taking services, concessions, retail stores, restaurants, bars, and structured parking facilities. For purposes of this Division, *event center employer* does not include a governmental entity.

*Hotel employer* means the owner, operator, or manager of a residential building located within the geographical boundaries of the *City* with at least ~~100~~ 200 guest rooms that provides temporary lodging in the form of overnight accommodations to transient patrons, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to



the general public. A *hotel employer* also includes the owner, operator, manager, or lessee of any contracted, leased, or sublet premises connected to or operated in conjunction with the building's purpose, or providing services at the building.

*Laid-off employee* means any individual who, in a particular week, performs at least two hours of work within the geographic boundaries of the *City* for an *employer*, has a *length of service* with the *employer* of six months or more in the 12 months preceding March 4, 2020, or in the case of an *event center employee*, 3 months or more in the 12 months preceding March 4, 2020, and whose most recent separation from active service, or failure to be scheduled for *customary seasonal work*, occurred on or after March 4, 2020, and before any termination of the Declaration of Emergency proclaimed by California's Governor on March 4, 2020, and was due to a government shutdown order, lack of business, a reduction in force or other, economic, non-disciplinary reason. For purposes of this Division, a *laid-off employee* does not include a manager, supervisor, or confidential employee.

*Length of service* means the total of all periods of time during which an *employee* has been in active service, including periods of time when the *employee* was on leave or on vacation.

**§311.0104 Right of Recall**

- (a) An *employer* must offer its *laid-off employees* in writing, by mailing to their last known physical address, and by email and text message to the extent the *employer* possesses such information, all job positions which

become available after this Division's effective date for which the *laid-off employees* are qualified. A *laid-off employee* is qualified for a position if the *employee*:

- (1) held the same or similar position at the site of employment at the time of the *laid-off employee's* most recent separation from active service with the *employer*; or
- (2) is or can be qualified for the position with the same training that would be provided to a new employee hired into that position.

The *employer* must offer positions to *laid-off employees* in an order of preference corresponding to categories (1) and (2) in the preceding sentence. Where more than one *employee* is entitled to preference for a position, the *employer* must offer the position to the *laid-off employee* with the greatest *length of service* for the *employer*.

- (b) A *laid-off employee* who is offered a position pursuant to this Division must be given no less than ~~40~~ 30 business days in which to accept or decline the offer. An *employer* may make simultaneous, conditional offers of employment to *laid-off employees*, with the final offer of employment conditioned on application of the priority system set forth in Municipal Code section 311.0104 (a).
- (c) An *employer* that declines to recall a *laid-off employee* on the grounds of lack of qualifications and instead hires someone other than the *laid-off employee* must provide the *laid-off employee* a written notice of the non-

selection within 30 days of the date of hire documenting the reasons for such decision. The written record must be retained for no less than 3 years and made available to the *City* or *laid-off employee* upon request.

- (d) An *employer* must provide each *laid-off employee* with a written notice of the date of their lay off and their rights under this Division. The employer must provide such written notice within 30 days of the effective date of this Division, if the lay off took place before that date, or at the time of the lay off if the lay off occurs after that date. Such notice shall be provided in person or to the *laid-off employee's* last known mailing address, and by email to the extent the employer possesses that information.
- (e) An *employer* must retain the following records for at least 3 years regarding each *laid-off employee*: the employee's full legal name; the employee's job classification at the time of separation from employment; the employee's date of hire; the employee's last known address of residence; the employee's last known email address; the *employee's* last known telephone number; and a copy of the written notice regarding the lay off provided to the *employee*. For purpose of this Division, the 3 years is measured from the date of the date of the written notice provided under subsection (d).
- (f) The provisions of this Division also apply when the ownership of the *employer* changes due to a sale, assignment transfer, or other disposition of substantially all assets of the *employer*, after the *laid-off employee*

separates from employment provided the enterprise is conducting the same or similar operation as before March 4, 2020.

**§311.0105 Retaliatory Action Prohibited**

No *employer* may terminate, refuse to employ, reduce in compensation, or otherwise take any adverse action against any *laid-off employee* for seeking to enforce his or her rights under this Division by any lawful means, for participating in proceedings related to this Division, for opposing any practice proscribed by this Division, or for otherwise asserting rights under this Division.

**§311.0106 Enforcement**

This Division may be enforced as follows:

- (a) A *laid-off employee* may bring an action in the Superior Court of the State of California against an *employer* for violations of this Division and may be awarded all of the following, as appropriate:
  - (1) Hiring and reinstatement rights pursuant to this Division.
  - (2) All actual damages (including, but not limited to, lost pay and benefits) suffered by the *laid-off employee*, or for statutory damages in the sum of \$1,000, whichever is greater.
  - (3) Punitive damages, pursuant to California Civil Code Section 3294.
  - (4) If a *laid-off employee* is the prevailing party in any legal action taken pursuant to this Division, the court must award reasonable attorney's fees and costs.
- (b) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Division.

**§311.0107 No Preemption of Higher Standards**

The purpose of this Division is to ensure minimum labor standards. This Division does not preempt or prevent the establishment of superior employment standards or the expansion of coverage by ordinance, resolution, contract, or any other action adopted by the City Council or the Port of San Diego. This Division may not be construed to limit a discharged employee's right to bring a common law cause of action for wrongful termination.

**§311.0108 Report**

On or before 60 days prior to the expiration of this Division, the Mayor must report to the City Council on the effectiveness this Division in promoting employment stability and on the status of recovery of employment and business in the affected industries to a state comparable to that which existed prior to March 4, 2020, and must advise the City Council on the need for further action.

**§311.0109 Sunset Provision**

This Division will be effective immediately from the date of adoption by the City Council and will remain effective for 6 months from the date of adoption and as of that date is repealed unless the City Council enacts an ordinance that rescinds or extends that date. California Assembly Bill 3216 is chaptered in which case, this Division will be repealed on January 1, 2021, unless Council enacts adopts a resolution that extends that date.

Section 2. That Chapter 3, Article 11 of the San Diego Municipal Code is amended by adding new Division 2, Section 311.0201 through 311.0209 to read as follows:

**Article 11: City of San Diego COVID-19 Worker Recall and Retention**

**Division 2: City of San Diego COVID-19 Worker Retention Ordinance**

**§311.0201 Purpose and Intent**

Since the declaration of a national public health emergency on January 31, 2020, the COVID-19 pandemic has caused many building service, hospitality, and travel-related employers in the *City* to discharge, lay off, and furlough workers. Through this Division, the City seeks to ensure fair employment practices for workers when a *business* changes ownership during this time of economic uncertainty.

**§311.0202 Citation**

This Division shall be cited as the City of San Diego COVID-19 Worker Retention Ordinance.

**§311.0203 Definitions**

For purposes of this Division defined terms appear in italics. The following definitions apply in this Division:

*Business* means a *commercial property business* or *hotel business*.

*Change in control* means any sale, assignment, transfer, bankruptcy, contribution or other disposition of all or substantially all of the assets used in the operation of the *business*.

*City* means the City of San Diego.

*Commercial property business* means an owner, operator, manager, or lessee, including a contractor, subcontractor, or sublessee, of a non-residential property in the *City* that employs ~~40~~25 or more janitorial, maintenance, or security service employees.

*Employment commencement date* means the date on which an *eligible employee* commences work for the *successor business employer* in exchange for compensation under the terms and conditions established by the *successor business employer* or as required by law.

*Eligible employee* means an individual employed by the *incumbent business employer*:

- (1) who has a *length of service* with the *incumbent business employer* of six months or more;
- (2) whose primary place of employment is a *business* subject to a *change in control*;
- (3) who is employed or contracted to perform work functions directly by the *incumbent business employer*, or by a *person* who has contracted with the *incumbent business employer* to provide services at the *business* subject to the *change in control*; and
- (4) who worked for the *incumbent business employer* on or after March 4, 2020, and prior to the execution of the *transfer document*.

*Eligible employee* does not include a managerial, or supervisory, or confidential employee.

*Hotel business* means the owner, operator, or manager of a building in the City with at least ~~100~~200 guest rooms that provides temporary lodging in the form of overnight accommodations to transient patrons, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. A *hotel business* also includes the owner, operator, manager, or lessee of any contracted, leased, or sublet premises connected to or operated in conjunction with the building's purposes, or providing services to the building.

*Incumbent business employer* means any *person* who owns, controls, or operates a *business* prior to a *change in control*.

*Length of service* means the total of all periods of time during which an employee has been in active service, including periods of time when the employee was on leave or on vacation.

*Person* has the same meaning as defined in Municipal Code section 11.0210.

*Successor business employer* means the *person* who owns, controls, or operates a *business* after a *change in control*.

*Transfer document* means the purchase agreement or other documents creating a binding agreement to affect the *change in control*.

**§311.0204 Employee Retention**

(a) Employer Responsibilities.



- (1) The *incumbent business employer* must, within 15 days after execution of a *transfer document*, provide to the *successor business employer* the name, address, date of hire, and job classification of each *eligible employee*.
  - (2) The *successor business employer* must maintain a preferential hiring list of *eligible employees* identified by the *incumbent business employer* as set forth in subsection (a)(1) of this section, and will be required to hire from that list for a period beginning upon the execution of the *transfer document* and continuing for 6 months after the *business* is open to the public under the *successor business employer*.
  - (3) If the *successor business employer* extends an offer of employment to an *eligible employee*, the *successor business employer* must retain written verification of that offer for no fewer than three years from the date the offer was made. The verification will include the name, address, date of hire, and occupation classification of each *eligible employee*.
- (b) Transition Employment Period.
- (1) A *successor business employer* must retain each *eligible employee* hired pursuant to this Division for no fewer than 90 days following the *eligible employee's employment commencement date*, provided the *successor business employer* continues operating for 90 days. During the 90-day transition employment period, an *eligible*

*employee* must be employed under terms and conditions of employment established by the *successor business employer* or as required by law. The *successor business employer* must provide an *eligible employee* with a written offer of employment for the transition period. This offer must remain open for at least ~~40~~3 business days from the date of the offer.

- (2) If, within the period established by subsection (a)(2) to this section, the *successor business employer* determines that it requires fewer employees than were required by the *incumbent business employer*, the *successor business employer* must offer the position to the *eligible employee* in the same occupational classification with the greatest length of service with the *incumbent business employer*.
- (3) During the 90-day transition employment period, the *successor business employer* must not discharge without cause an *eligible employee* retained pursuant to this Division.
- (4) At the end of the 90-day transition employment period, the *successor business employer* must perform a written performance evaluation for each *eligible employee* retained pursuant to this Division. If the *eligible employee's* performance during the 90-day transition employment period is satisfactory, the *successor business employer* must consider offering the *eligible employee* continued employment under the terms and conditions established by the *successor business*

*employer* or as required by law. The *successor business employer* must retain a record of the written performance evaluation for a period of no fewer than 3 years.

(c) Notice of Change in Control.

- (1) The *incumbent business employer* or *successor business employer* must post written notice of the *change in control* at the location of the affected *business* within five business days following the execution of the *transfer document*. Notice must remain posted during any closure of the *business* and for six months after the *business* is open to the public under the *successor business employer*.
- (2) Notice must include, but not be limited to, the name of the *incumbent business employer* and its contact information, the name of the *successor business employer* and its contact information, and the effective date of the *change in control*. Notice must be posted in a conspicuous place at the *business* visible to *eligible employees*, other employees, and applicants for employment.

**§311.0205 Retaliatory Action Prohibited**

No *incumbent business employer* or *successor business employer* may refuse to employ, terminate, reduce in compensation, or otherwise take any adverse action against any *eligible employee* for seeking to enforce his or her rights under this

Division by any lawful means, for participating in proceedings related to this Division, for opposing any practice proscribed by this Division, or for otherwise asserting rights under this Division.

**§311.0206 Enforcement**

This Division may be enforced as follows:

- (a) An *eligible employee* may bring an action in the Superior Court of the State of California against an *incumbent business employer* or *successor business employer* for violations of this Division and may be awarded all of the following, as appropriate:
  - (1) Hiring and reinstatement rights pursuant to this Division. For purposes of this Division, the 90-day transition employment period may not commence until the *eligible employee's employment commencement date* with the *successor business employer*.
  - (2) Front or back pay for each day the violation continues, which must be calculated at a rate of compensation not less than the higher of:
    - (i) The average regular rate of pay received by the *eligible employee* during the last year of their employment in the same job classification;
    - (ii) The most recent regular rate received by the *eligible employee* while employed by either the *incumbent business employer* or *successor business employer*;

(iii) The regular rate received by the individual in the position during the time that the *eligible employee* should have been employed.

(3) Value of the benefits the *eligible employee* would have received under the *successor business employer's* benefit plans.

(4) If an *eligible employee* is the prevailing party in any legal action taken pursuant to this Division, the court will award reasonable attorney's fees and costs.

(b) No criminal penalties will be imposed for violation of this Division.

**§311.0207 No Preemption of Higher Standards**

The purpose of this Division is to ensure minimum labor standards. This Division does not preempt or prevent the establishment of superior employment standards or the expansion of coverage by ordinance, resolution, contract, or any other action adopted by the City Council or the Port of San Diego. This Division may not be construed to limit a discharged employee's right to bring a common law cause of action for wrongful termination.

**§311.0208 Report**

On or before 60 days prior to the expiration of this Division, the Mayor must report to the City Council on the effectiveness this Division in promoting employment stability and on the status of recovery of employment and business in the affected industries to a state comparable to that which existed prior to March 4, 2020, and will advise the City Council on the need for further action.

**§311.0209 Sunset Provision**

This Division will be effective immediately from the date of adoption by the City Council and will remain effective for 6 months from the date of adoption and as of that date is repealed unless the City Council enacts an ordinance that rescinds or extends that date. California Assembly Bill 3216 is chaptered, in which case, this Division will be repealed on January 1, 2021, unless Council enacts adopts a resolution that extends that date.

Section 2. This ordinance is declared to be an emergency measure required for the immediate preservation of the public peace, safety, health, and welfare pursuant to Charter section 295, and shall take effect immediately from the day of adoption upon the affirmative vote of at least six members of the City Council.

APPROVED: MARA W. ELLIOTT, City Attorney

By /s/Thomas J. Brady  
Thomas J. Brady  
Deputy City Attorney

TJB:jvg:soc:jvg  
07/27/2020  
09/08/2020 COR. COPY  
Or.Dept: Council District 3  
Doc. No.: 2464198\_5

## STRIKEOUT ORDINANCE

OLD LANGUAGE: ~~Struck Out~~

NEW LANGUAGE: Double Underline

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE \_\_\_\_\_

AN EMERGENCY ORDINANCE AMENDING CHAPTER 3 OF  
THE SAN DIEGO MUNICIPAL CODE BY ADDING NEW  
ARTICLE 11, DIVISION 1, SECTIONS 311.0101 THROUGH  
311.0109 RELATING TO RIGHT OF RECALL AND RETENTION  
OF EMPLOYEES WORKING IN THE SERVICE AND  
HOSPITALITY INDUSTRY IN THE CITY OF SAN DIEGO.

### Article 11: City of San Diego COVID-19 Worker Recall and Retention

#### Division 1: City of San Diego Service COVID-19 Worker Recall Ordinance

##### §311.0101      Purpose and Intent

Since the declaration of a national public health emergency on January 31, 2020,  
the COVID-19 pandemic has caused many building service, hospitality, and travel-  
related employers in the City to discharge, lay off, and furlough workers. Through  
this Division, the City seeks to ensure that these workers enjoy a right to return to  
their previous jobs when business activity resumes in order to aid economic  
recovery.

##### §311.0102      Citation

This Division shall be cited as the City of San Diego COVID-19 Building Service  
and Hotel Worker Recall Ordinance.

##### §311.0103      Definitions

For purposes of this Division defined terms appear in italics. The following definitions apply in this Division:

*City* means the City of San Diego.

*Commercial property employer* means an owner, operator, manager, or lessee, including a contractor, subcontractor, or sublessee, of a non-residential property located within the geographical boundaries of the *City* that employs 1025 or more janitorial, maintenance, or security service employees. Only the janitorial, maintenance, and security service employees who perform work for a *commercial property employer* are covered by this Division.

*Customary seasonal work* means work performed by an individual during approximately the same part of each calendar year, such as summer or winter.

*Employer* means a *commercial property employer*, a *hotel employer*, and an *event center employer*.

*Event center employer* means an owner, operator, or manager of a privately-owned structure of more than 50,000 square feet or 5,000 seats that is used for the purposes of public performances, sporting events, business meetings, or similar events, and includes concert halls, stadiums, sports arenas, racetracks, coliseums, and convention centers. The term *event center* also includes any contracted, leased, or sublet premises connected to or operated in conjunction with the *event center's* purpose, including food preparation facilities, ushering services, ticket-taking services, concessions, retail stores, restaurants, bars, and structured parking facilities. For purposes of this Division, *event center employer* does not include a governmental entity.



Hotel employer means the owner, operator, or manager of a residential building located within the geographical boundaries of the City with at least 100200 guest rooms that provides temporary lodging in the form of overnight accommodations to transient patrons, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. A hotel employer also includes the owner, operator, manager, or lessee of any contracted, leased, or sublet premises connected to or operated in conjunction with the building's purpose, or providing services at the building.

Laid-off employee means any individual who, in a particular week, performs at least two hours of work within the geographic boundaries of the City for an employer, has a length of service with the employer of six months or more in the 12 months preceding March 4, 2020, or in the case of an event center employee, 3 months or more in the 12 months preceding March 4, 2020, and whose most recent separation from active service, or failure to be scheduled for customary seasonal work, occurred on or after March 4, 2020, and before any termination of the Declaration of Emergency proclaimed by California's Governor on March 4, 2020, and was due to a government shutdown order, lack of business, a reduction in force or other, economic, non-disciplinary reason. For purposes of this Division, a laid-off employee does not include a manager, supervisor, or confidential employee.

Length of service means the total of all periods of time during which an employee has been in active service, including periods of time when the employee was on leave or on vacation.

**S311.0104**      **Right of Recall**

(a)    An employer must offer its laid-off employees in writing, by mailing to their last known physical address, and by email and text message to the extent the employer possesses such information, all job positions which become available after this Division's effective date for which the laid-off employees are qualified. A laid-off employee is qualified for a position if the employee:

- (1)    held the same or similar position at the site of employment at the time of the laid-off employee's most recent separation from active service with the employer; or
- (2)    is or can be qualified for the position with the same training that would be provided to a new employee hired into that position.

The employer must offer positions to laid-off employees in an order of preference corresponding to categories (1) and (2) in the preceding sentence. Where more than one employee is entitled to preference for a position, the employer must offer the position to the laid-off employee with the greatest length of service for the employer.

(b)    A laid-off employee who is offered a position pursuant to this Division must be given no less than 103 business days in which to accept or decline the offer. An employer may make simultaneous, conditional offers of

employment to laid-off employees, with the final offer of employment conditioned on application of the priority system set forth in Municipal Code section 311.0104 (a).

- (c) An employer that declines to recall a laid-off employee on the grounds of lack of qualifications and instead hires someone other than the laid-off employee must provide the laid-off employee a written notice of the non-selection within 30 days of the date of hire documenting the reasons for such decision. The written record must be retained for no less than 3 years and made available to the City or laid-off employee upon request.
- (d) An employer must provide each laid-off employee with a written notice of the date of their lay off and their rights under this Division. The employer must provide such written notice within 30 days of the effective date of this Division, if the lay off took place before that date, or at the time of the lay off if the lay off occurs after that date. Such notice shall be provided in person or to the laid-off employee's last known mailing address, and by email to the extent the employer possesses that information.
- (e) An employer must retain the following records for at least 3 years regarding each laid-off employee: the employee's full legal name; the employee's job classification at the time of separation from employment; the employee's date of hire; the employee's last known address of residence; the employee's last known email address; the employee's last known telephone number; and a copy of the written notice regarding the lay off provided to the employee. For purpose of this Division, the 3 years

is measured from the date of the date of the written notice provided under subsection (d).

- (f) The provisions of this Division also apply when the ownership of the employer changes due to a sale, assignment transfer, or other disposition of substantially all assets of the employer, after the laid-off employee separates from employment provided the enterprise is conducting the same or similar operation as before March 4, 2020.

**§311.0105**      **Retaliatory Action Prohibited**

No employer may terminate, refuse to employ, reduce in compensation, or otherwise take any adverse action against any laid-off employee for seeking to enforce his or her rights under this Division by any lawful means, for participating in proceedings related to this Division, for opposing any practice proscribed by this Division, or for otherwise asserting rights under this Division.

**§311.0106**      **Enforcement**

This Division may be enforced as follows:

- (a) A laid-off employee may bring an action in the Superior Court of the State of California against an employer for violations of this Division and may be awarded all of the following, as appropriate:
- (1) Hiring and reinstatement rights pursuant to this Division.
  - (2) All actual damages (including, but not limited to, lost pay and benefits) suffered by the laid-off employee, or for statutory damages in the sum of \$1,000, whichever is greater.
  - (3) Punitive damages, pursuant to California Civil Code Section 3294.

(4) If a laid-off employee is the prevailing party in any legal action taken pursuant to this Division, the court must award reasonable attorney's fees and costs.

(b) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Division.

**§311.0107**     **No Preemption of Higher Standards**

The purpose of this Division is to ensure minimum labor standards. This Division does not preempt or prevent the establishment of superior employment standards or the expansion of coverage by ordinance, resolution, contract, or any other action adopted by the City Council or the Port of San Diego. This Division may not be construed to limit a discharged employee's right to bring a common law cause of action for wrongful termination.

**§311.0108**     **Report**

On or before 60 days prior to the expiration of this Division, the Mayor must report to the City Council on the effectiveness this Division in promoting employment stability and on the status of recovery of employment and business in the affected industries to a state comparable to that which existed prior to March 4, 2020, and must advise the City Council on the need for further action.

**§311.0109**     **Sunset Provision**

This Division will be effective immediately from the date of adoption by the City Council and will remain effective for 6 months from the date of adoption and as of that date is repealed unless the City Council enacts an ordinance that rescinds or extends that date. California Assembly Bill 3216 is signed into law by the

Governor, in which case, this Division will be repealed on January 1, 2021, unless Council adopts a resolution that extends that date.

**Article 11: City of San Diego COVID-19 Worker Recall and Retention**

**Division 2: City of San Diego COVID-19 Worker Retention Ordinance**

**§311.0201 Purpose and Intent**

Since the declaration of a national public health emergency on January 31, 2020, the COVID-19 pandemic has caused many building service, hospitality, and travel-related employers in the City to discharge, lay off, and furlough workers. Through this Division, the City seeks to ensure fair employment practices for workers when a business changes ownership during this time of economic uncertainty.

**§311.0202 Citation**

This Division shall be cited as the City of San Diego COVID-19 Worker Retention Ordinance.

**§311.0203 Definitions**

For purposes of this Division defined terms appear in italics. The following definitions apply in this Division:

*Business* means a commercial property business or hotel business.

*Change in control* means any sale, assignment, transfer, bankruptcy, contribution or other disposition of all or substantially all of the assets used in the operation of the business.

*City* means the City of San Diego.

*Commercial property business* means an owner, operator, manager, or lessee, including a contractor, subcontractor, or sublessee, of a non-residential property in

the City that employs 1025 or more janitorial, maintenance, or security service employees.

Employment commencement date means the date on which an eligible employee commences work for the successor business employer in exchange for compensation under the terms and conditions established by the successor business employer or as required by law.

Eligible employee means an individual employed by the incumbent business employer:

- (1) who has a length of service with the incumbent business employer of six months or more;
  - (2) whose primary place of employment is a business subject to a change in control;
  - (3) who is employed or contracted to perform work functions directly by the incumbent business employer, or by a person who has contracted with the incumbent business employer to provide services at the business subject to the change in control; and
  - (4) who worked for the incumbent business employer on or after March 4, 2020, and prior to the execution of the transfer document.
- Eligible employee does not include a managerial, or supervisory, or confidential employee.

Hotel business means the owner, operator, or manager of a building in the City with at least 100200 guest rooms that provides temporary lodging in the form of overnight accommodations to transient patrons, and may provide additional

services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. A hotel business also includes the owner, operator, manager, or lessee of any contracted, leased, or sublet premises connected to or operated in conjunction with the building's purposes, or providing services to the building.

Incumbent business employer means any person who owns, controls, or operates a business prior to a change in control.

Length of service means the total of all periods of time during which an employee has been in active service, including periods of time when the employee was on leave or on vacation.

Person has the same meaning as defined in Municipal Code section 11.0210.

Successor business employer means the person who owns, controls, or operates a business after a change in control.

Transfer document means the purchase agreement or other documents creating a binding agreement to affect the change in control.

**§311.0204 Employee Retention**

**(a) Employer Responsibilities.**

- (1) The incumbent business employer must, within 15 days after execution of a transfer document, provide to the successor business employer the name, address, date of hire, and job classification of each eligible employee.
- (2) The successor business employer must maintain a preferential hiring list of eligible employees identified by the incumbent



business employer as set forth in subsection (a)(1) of this section, and will be required to hire from that list for a period beginning upon the execution of the transfer document and continuing for 6 months after the business is open to the public under the successor business employer.

- (3) If the successor business employer extends an offer of employment to an eligible employee, the successor business employer must retain written verification of that offer for no fewer than three years from the date the offer was made. The verification will include the name, address, date of hire, and occupation classification of each eligible employee.

(b) Transition Employment Period.

- (1) A successor business employer must retain each eligible employee hired pursuant to this Division for no fewer than 90 days following the eligible employee's employment commencement date, provided the successor business employer continues operating for 90 days. During the 90-day transition employment period, an eligible employee must be employed under terms and conditions of employment established by the successor business employer or as required by law. The successor business employer must provide an eligible employee with a written offer of employment for the transition period. This offer must remain open for at least 403 business days from the date of the offer.

- (2) If, within the period established by subsection (a)(2) to this section, the successor business employer determines that it requires fewer employees than were required by the incumbent business employer, the successor business employer must offer the position to the eligible employee in the same occupational classification with the greatest length of service with the incumbent business employer.
  - (3) During the 90-day transition employment period, the successor business employer must not discharge without cause an eligible employee retained pursuant to this Division.
  - (4) At the end of the 90-day transition employment period, the successor business employer must perform a written performance evaluation for each eligible employee retained pursuant to this Division. If the eligible employee's performance during the 90-day transition employment period is satisfactory, the successor business employer must consider offering the eligible employee continued employment under the terms and conditions established by the successor business employer or as required by law. The successor business employer must retain a record of the written performance evaluation for a period of no fewer than 3 years.
- (c) Notice of Change in Control
- (1) The incumbent business employer or successor business employer must post written notice of the change in control at the location of the affected business within five business days following the

execution of the transfer document. Notice must remain posted during any closure of the business and for six months after the business is open to the public under the successor business employer.

- (2) Notice must include, but not be limited to, the name of the incumbent business employer and its contact information, the name of the successor business employer and its contact information, and the effective date of the change in control. Notice must be posted in a conspicuous place at the business visible to eligible employees, other employees, and applicants for employment.

**§311.0205 Retaliatory Action Prohibited**

No incumbent business employer or successor business employer may refuse to employ, terminate, reduce in compensation, or otherwise take any adverse action against any eligible employee for seeking to enforce his or her rights under this Division by any lawful means, for participating in proceedings related to this Division, for opposing any practice proscribed by this Division, or for otherwise asserting rights under this Division.

**§311.0206 Enforcement**

This Division may be enforced as follows:

- (a) An eligible employee may bring an action in the Superior Court of the State of California against an incumbent business employer or successor business employer for violations of this Division and may be awarded all of the following, as appropriate:

- (1) Hiring and reinstatement rights pursuant to this Division. For purposes of this Division, the 90-day transition employment period may not commence until the *eligible employee's employment commencement date with the successor business employer.*
  - (2) Front or back pay for each day the violation continues, which must be calculated at a rate of compensation not less than the higher of:
    - (i) The average regular rate of pay received by the *eligible employee* during the last year of their employment in the same job classification;
    - (ii) The most recent regular rate received by the *eligible employee* while employed by either the *incumbent business employer* or *successor business employer*;
    - (iii) The regular rate received by the individual in the position during the time that the *eligible employee* should have been employed.
  - (3) Value of the benefits the *eligible employee* would have received under the *successor business employer's* benefit plans.
  - (4) If an *eligible employee* is the prevailing party in any legal action taken pursuant to this Division, the court will award reasonable attorney's fees and costs.
- (b) No criminal penalties will be imposed for violation of this Division.

**§311.0207**     **No Preemption of Higher Standards**

The purpose of this Division is to ensure minimum labor standards. This Division does not preempt or prevent the establishment of superior employment standards or the expansion of coverage by ordinance, resolution, contract, or any other action adopted by the City Council or the Port of San Diego. This Division may not be construed to limit a discharged employee's right to bring a common law cause of action for wrongful termination.

**§311.0208**     **Report**

On or before 60 days prior to the expiration of this Division, the Mayor must report to the City Council on the effectiveness this Division in promoting employment stability and on the status of recovery of employment and business in the affected industries to a state comparable to that which existed prior to March 4, 2020, and will advise the City Council on the need for further action.

**§311.0209**     **Sunset Provision**

This Division will be effective immediately from the date of adoption by the City Council and will remain effective for 6 months from the date of adoption and as of that date is repealed unless the City Council enacts an ordinance that rescinds or extends that date. California Assembly Bill 3216 is signed into law by the Governor, in which case, this Division will be repealed on January 1, 2021, unless Council adopts a resolution that extends that date.

TJB:jvg:soc:jvg

07/27/2020

09/08/2020 COR. COPY

Or.Dept: Council District 3

Doc. No.: 2464199\_5

Passed by the Council of The City of San Diego on SEP 08 2020, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Ward	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mark Kersey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Cate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scott Sherman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Georgette Gómez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage SEP 08 2020.

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

I HEREBY CERTIFY that the foregoing ordinance was passed on the day of its introduction, to wit, on SEP 08 2020, said ordinance being of the kind and character authorized for passage on its introduction by Section 275 of the Charter.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California.

By Connie Patterson, Deputy

Office of the City Clerk, San Diego, California

Ordinance Number O- 21231

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

**AN EMERGENCY ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO ADD A NEW CHAPTER 9.70 (“COVID-19 WORKER RECALL PROTECTION”) TO TITLE 9 (“PUBLIC PEACE, MORALS, AND WELFARE”) OF “THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA” TO ADD A COVID-19 RIGHT OF RECALL FOR AFFECTED FOOD SERVICE, BUILDING SERVICE, AND HOTEL EMPLOYEES**

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

**WHEREAS**, Labor Code Section 1064 allows local jurisdictions to enact greater standards than, or establish additional enforcement provisions to the standards and provisions of the Displaced Janitor Opportunity Act;

**WHEREAS**, Santa Clara Charter Section 811 authorizes the adoption of an emergency ordinance to protect the public peace, health or safety, where there is a declaration of the facts constituting the urgency; and,

**WHEREAS**, international, national, state and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus now known as COVID-19; and,

**WHEREAS**, on March 11, 2020, pursuant to “The Code of the City of Santa Clara, California” (“SCCC”) section 2.140.060, City Manager Deanna Santana, as the City’s Director of Emergency Services, signed a Proclamation of Local Emergency to help ensure the City’s continuity of essential operations and services available for the City of Santa Clara to respond to the COVID-19 emergency; and,

**WHEREAS**, on March 16, 2020, the County of Santa Clara joined Contra Costa, Marin, San Francisco, San Mateo counties and the City of Berkeley on a legal order directing

their respective residents to shelter at home for three weeks beginning March 17, 2020 (“Shelter-in-Place Order”). The Shelter-in-Place Order also requires all businesses except essential businesses as described in the Order to cease all activities at facilities located within the County except minimum basic operations and prohibits all public and private gatherings of any number of people except for limited purposes as well as all non-essential travel; and,

**WHEREAS**, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, ordering, with limited exceptions, all individuals living in the state of California to stay at home or at their place of residence, until further notice; and,

**WHEREAS**, on May 4, 2020, California Governor Gavin Newsom issued Executive Order N-60-20, which directed individuals living in the state of California to continue staying at their home or place of residence, until further notice; and,

**WHEREAS**, the COVID-19 pandemic has increased the likelihood that buildings and hotels will be sold or foreclosed upon; and,

**WHEREAS**, the COVID-19 pandemic has caused building service, food service and hotel employers in the City to discharge, layoff and furlough workers at a massive scale; and,

**WHEREAS**, many thousands of building service, food service and hotel workers have been separated from their jobs already during the pandemic, and many thousands more are expected to face separation in the coming months; and,

**WHEREAS**, while federal, state, and local programs, and efforts have provided a modicum of support to Santa Clara’s building service, food service and hotel workers in the short-term, what these workers need most is the promise of a return to their previous jobs as the pandemic recedes and business returns; and,



**WHEREAS**, ensuring that Santa Clara’s building service, food service and hotel employers honor their former employees’ right to return will speed the transition back to a functioning labor market and will lessen the damage to the City’s economy.

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

**SECTION 1:** That Title 9 of the City Code of the City of Santa Clara is hereby amended to add a new Chapter 9.70 to read as follows:

**“Chapter 9.70**

**COVID-19 WORKER RECALL PROTECTIONS**

Sections:

9.70.010 Definitions.

9.70.020 Right of Recall.

9.70.030 Enforcement.

9.70.040 Retaliatory Action Prohibited.

9.70.050 Relationship to Employment Contracts and Agreements.

9.70.060 No waiver of rights

**9.70.010 Definitions**

The defined terms in Chapters 9.60 and 9.65 shall have the same meaning when used in this Chapter. In addition, for purposes of this Chapter, the following terms shall have the following meanings:

(a) “Employer” means any Covered Entity who hires or retains a food service contractor for the provision of food services at a business facility or entertainment/convention venue within the City, or the City if it hires or retains a food service contractor for an entertainment/convention venue, any person who hires or retains a building service contractor for the provision of building services at a business facility or

entertainment/convention venue within the City, or any entity that operates a Hotel with fifty (50) or more guest rooms.

(b) “Laid Off Worker” means any person who, in a particular week, performs at least two hours of work within the geographical boundaries of the City for an Employer, has a Length of Service with the Employer of six months or more, and whose most recent separation from active employment by the Employer occurred on or after March 17, 2020, as a result of a lack of business, a reduction in work force or other economic, non-disciplinary reason. This ordinance creates a rebuttable presumption that any termination occurring on or after March 17, 2020, was due to a non-disciplinary reason. For purposes of this Chapter, a Laid Off Worker does not include a manager, supervisor, confidential employee or a person who performs as their primary job responsibility sponsorship sales for an Event Center Employer.

(c) “Length of Service” means the total of all periods of time during which a Worker has been in active service to an Employer, including periods of time when the Worker was on leave or vacation.

#### **9.70.020 Right of Recall**

(a) Priority for Laid Off Workers.

(1) An Employer shall make the offer to a Laid Off Worker, in writing, to the last known mailing address, electronic mail, and text message phone number, of any position which is or becomes available after the effective date of this Chapter for which the Laid Off Worker is qualified. A Laid Off Worker is qualified - and must be offered a position in the order of priority below - if the Laid Off Worker: (1) held the same or similar position at the same site of employment at the time of the Laid Off Worker's most recent

separation from active service with the Employer; or (2) is or can be qualified for the position with the same training that would be provided to a new worker hired into that position. If more than one Laid Off Worker is entitled to preference for a position, the Employer shall offer the position to the Laid Off Worker with the greatest Length of Service in (1) and then (2) with the Employer at the employment site. Where more than one Laid Off Worker is entitled to preference for a position, the Employer shall offer the position to the Laid Off Worker with the greatest length of service for the covered enterprise.

(b) Time Limit.

(1) A Laid Off Worker who is offered a position pursuant to this Chapter shall be given no less than five (5) business days from the date the offer is first received in which to accept or decline the offer. An Employer may make simultaneous conditional offers of employment to Laid Off Workers, with the final offer of employment conditioned on application of the priority system set forth in Santa Clara City Code 9.70.020.

(c) An Employer that declines to recall a Laid Off Worker on the grounds of lack of qualifications and instead hires someone other than a Laid Off Worker shall provide the Laid Off Worker a written notice within 30 days identifying those hired in lieu of such recall, along with all reasons for such decision.

**9.70.030 Enforcement**

(a) A Laid Off Worker may bring an action in the Superior Court of the State of California against an Employer for violations of this Chapter and may be awarded:

(1) reinstatement to his or her former position at no less than the last wage rate and benefits that the Laid Off Worker received.

(2) back pay, including the value of benefits, for each day during which the violation continues, which shall be calculated at a rate of compensation per day not less than the higher of:

(i) the average regular rate of pay received by the Laid Off Worker, during the last six months of the worker's employment, times the average hours worked per work day by the worker during the last six months of the worker's employment in that job classification; or

(ii) the final regular rate of pay received by the Laid Off Worker at the time of separation times the average hours worked per work day by the worker during the last six months of the worker's employment in that job classification; and

(3) if the court determines that the Employer's violation was willful, it shall order treble back pay.

(4) Punitive damages, pursuant to California Civil Code § 3294.

(b) The Court shall award reasonable attorneys' fees and costs to a Laid Off Worker who prevails in any such enforcement action. A civil action by a Laid Off Worker alleging a violation of any provision of this Chapter shall commence only after the following requirements have been met:

(1) The Laid Off Worker provides written notice to the Employer of the provisions of the Chapter alleged to have been violated; and,

(2) The Employer is provided 15 days from receipt of the written notice to cure any alleged violation.

Notwithstanding any provision of this Code, or any other ordinance to the contrary, no criminal penalties shall attach for violation of this Chapter.

#### **9.70.040      Retaliatory Action Prohibited**

No Employer shall refuse to employ, terminate, reduce in compensation, or otherwise take any adverse action against any person for seeking to enforce his or her rights under this Chapter by any lawful means, for participating in proceedings related to this Chapter, for opposing any practice proscribed by this Chapter, or for otherwise asserting rights under this chapter. This Section shall also apply to any Laid off Worker who mistakenly, but in good faith, alleges noncompliance with this Chapter.

#### **9.70.050      Relationship to Employment Contracts and Agreements**

This Chapter applies to all Laid Off Workers as defined herein regardless whether they are represented for purposes of collective bargaining or are covered by a collective bargaining agreement. Nothing in this Chapter shall be construed to invalidate or limit the rights, remedies and procedures of any contract or agreement that provides greater or equal protection for employees than are afforded by this Chapter. The provisions of this Chapter may only be waived in a collective bargaining agreement if the waiver is explicitly set forth in the agreement in clear and unambiguous terms.

#### **9.70.060      No Waiver of Rights**

Except for a collective bargaining agreement provision made pursuant to Section 9.70.050, any waiver by a worker of any or all provisions of this Chapter shall be deemed contrary to public policy and shall be void and unenforceable. Other than in connection with the bona fide negotiation of a collective bargaining agreement, any request by an

Employer to a worker to waive rights given by this Chapter shall constitute a violation of this Chapter.”

**SECTION 2: Savings clause.** The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

**SECTION 3: Effective date.** This ordinance shall take effect immediately in accordance with the requirements of Section 811 of “The Charter of the City of Santa Clara, California.”

FINALLY PASSED AND ADOPTED this \_\_\_\_ day of November, 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: None.



## Agenda Report

20-1133

Agenda Date: 11/10/2020

### REPORT TO COUNCIL

#### SUBJECT

Action on a Proposed Cost-Sharing Agreement with the County of Santa Clara to Fund a Countywide Isolation and Quarantine Support Program (IQSP)

#### COUNCIL PILLAR

Deliver and Enhance High Quality, Efficient Services and Infrastructure

#### BACKGROUND

On February 3, 2020, the County of Santa Clara (County) declared a local health emergency in response to the Coronavirus Disease (COVID-19) pandemic. On March 16, 2020, a Public Health Order was issued for all residents to shelter in place and for businesses to close except for essential services to mitigate the spread of the disease.

As one of many efforts put in place to respond to the COVID-19 pandemic, the County developed and implemented a Countywide Isolation and Quarantine Support Program (IQSP) available to all residents within the County of Santa Clara.

The IQSP consists of three primary components: 1) Motel rooms for isolation and/or quarantine; 2) Rental and financial assistance and 3) Support services including transportation to and from medical appointments, daily meals and/or groceries, weekly laundry services, and case management services to help individuals apply for safety-net benefits.

In late July 2020, the County Executive's Office presented a cost-sharing proposal to all 14 cities in the County requesting approval by early September and that each City contribute funding to the County to offset its share of costs to operate the IQSP. The projected contribution for the City of Santa Clara was estimated to be \$352,721 for the period August 1, 2020 through December 31, 2020. This included fixed costs for the County's administration of the program in the amount of \$37,659 and \$315,062 for direct costs for motel rooms and support services. Attachment A is a copy of the County's proposed cost sharing agreement.

On August 19, 2020, the City received notification from the County of Santa Clara that as of September 7, 2020, the County would no longer provide IQSP services to Santa Clara residents unless the City notified the County of its decision to opt-in to the cost-sharing agreement. Santa Clara County has subsequently excluded Santa Clara residents from the Countywide IQSP and has referred residents to the City of Santa Clara.

Like most cities in the County, there was delay with evaluating and taking action on this County request because the County did not collaborate with cities about the development of the IQSP or advise that proportionate costs would be assigned participating cities. Essentially, the County

developed the IQSP without any city coordination, assumed that cities would pay for the costs, and put an unattainable deadline for opting in or out of IQSP. In fact, the IQSP was the topic of several Santa Clara County City Managers Association meetings because county cities were not aware of this program and required more time to determine whether to participate or not. Given the absence of coordination and inability to meet the deadline, the County did relax its opting in or out requirements and met with cities over the course of weeks to respond to questions about the program. In the end, the cities of Saratoga, Milpitas, and Morgan Hill have opted in and all other cities have either opted out or not taken any action on the County's request. Other regional cities have opted out of the program for a broad range of reasons or have taken no action.

City staff believes that the concept of supporting individuals with recovery and/or quarantining from COVID-19 exposure has merit, but there should be limits on eligibility given the broad range of fiscal support assumed in the County's proposal. In light of the County's recent decision to terminate services to Santa Clara residents, staff is requesting Council direction on one of the following three policy options:

**Option #1:** **Accept County's original proposal** and authorize the City Manager to negotiate and execute a funding agreement in the amount of \$352,721 for IQSP services as proposed by the County of Santa Clara.

**Option #2:** **Amend the County's proposal** and authorize the City Manager to negotiate and execute a modified funding agreement in an amount not to exceed \$50,500 that would support the City's share of fixed costs for the IQSP program (\$37,659 - City will seek a two month pro-ration of this amount) as well as the cost of motel rooms for up to 12 low-income Santa Clara residents for a period of up to 10 days (12 rooms x 10 days x \$107 per night for a total motel cost of \$12,841).

**Options #3:** Direct staff to take no additional action; therefore, resulting in opting out of the County's program.

Staff considered a fourth option of a City-run/funded program but determined that City staff does not have the capacity nor the required expertise to operate such a program in a cost-effective manner. Consequently, staff does not recommend this as a viable policy option.

Should the Council wish to proceed with either Option 1 or 2, it would be necessary to appropriate funds from the City's Budget Stabilization Reserve.

## **DISCUSSION**

The purpose of this item is to seek Council direction on a preferred policy option.

As a public health issue and the primary provider of safety net benefits, it is appropriate that the County implemented the IQSP to provide access to shelter for those who cannot safely isolate/quarantine and are in need of support services.

The proposed funding agreement for IQSP services from the County of Santa Clara seeks to recover the expenses incurred by the County to provide assistance to households living outside the unincorporated areas of the County.

Major terms of the proposed funding agreement include:



1. The City of Santa Clara's maximum financial obligation for the term August 1, 2020 through December 31, 2020 would be \$352,721, subject to an adjustment based on actual utilization by Santa Clara residents. The maximum financial obligation estimate is based on program utilization during the month of June through July 2020 with a minimum of five individuals requiring motel rooms (one per month) and support services.
2. Residency is determined by the location of their last permanent address or the city or unincorporated area where they spend most of their time.
3. Fixed costs would be assigned to each City proportionally to its share of countywide population regardless of utilization.
4. Each jurisdiction will contribute to the cost of operating motels based on a proportion of motel nights that its residents use.
5. Each jurisdiction will reimburse the County for supportive services provided to the jurisdiction's residents while in isolation or quarantine.
6. Each jurisdiction will reimburse the County for rental or financial assistance provided directly to the jurisdiction's residents. Qualifying individuals would be eligible to receive up to \$5,000 in assistance.
7. If the number of City residents exceeds 50% of the total estimated participation for each jurisdiction, City agrees to confer with County to adjust maximum financial obligation.
8. City funds may be used for any expenses necessary for the successful operation of IQSP. This may include expenses categorically ineligible for FEMA reimbursement.
9. FEMA reimbursement will require a 25% match. The County will submit requests for reimbursement.

The County estimates that it would provide support services to 76 Santa Clara households and motel rooms to eight households during the period of August 1, 2020 through December 31, 2020. The City's share of fixed costs for the County's oversight and coordination of IQSP services for the five-month period would be \$37,659 with an additional \$315,062 in costs for motels, at-home support, and financial assistance for a total of \$352,721.

Historically, the Department of Public Health has provided hotel rooms for quarantine and isolation for any infectious disease when it has been needed. Moreover, meal service and enrolling eligible residents into safety net programs has also been a core function of the County.

Fundamentally, staff believes that this program, designed and implemented by the County, should be funded by the County and continue to serve all residents within the County. To date, the City of Santa Clara has invested significantly in a wide array of COVID-19 relief programs using one-time General Fund savings, CARES Act Funding, and other available funding sources. This includes a large investment in a City-run Emergency Rental Assistance Program. For this reason, it does not make sense for the City to enter into an IQSP program with the County for rental assistance or for enrolling individuals into safety-net programs which are a function of the County.

However, it is fully acknowledged that the City does not have the medical expertise to determine eligibility of individuals who cannot safely isolate and/or quarantine nor the capacity to negotiate and oversee agreements with local hotels/motels to guarantee room availability for COVID-impacted individuals. Moreover, the City desires to work cooperatively with the County to stop the spread of the COVID-19 virus.

The County has reported that the majority of COVID-19 impacted individuals have the ability to self-

isolate at home and do not require outside assistance. However, one of the groups that does not have the ability to self-isolate without assistance is the unhoused population.

The City has limited ability to address issues of short-term homelessness. It is the County, through their Office of Supportive Housing, that has been the prime provider of supportive services for the unhoused population in this region. As such, it is the City's expectation that the County would continue to serve that population as it relates to COVID-19 isolation and quarantine service needs.

There is a group of individuals that has difficulty self-isolating either due to lack of space or cohabitation with vulnerable populations. Should the Council wish to consider entering into a funding agreement with the County for isolation and quarantine services, staff would recommend that the scope of the agreement be limited to fixed costs for program coordination and direct costs to house up to 12 low-income individuals for a total cost not to exceed \$50,500 through the end of the calendar year (\$37,659 in fixed costs and \$12,841 in motel costs. Staff will seek a two-month pro-ration of the fixed costs).

This modified IQSP option would enable the City to utilize the appropriate expertise and resources of the County, guarantee shelter for the City's most vulnerable of COVID-19 patients, and leverage the City's investment in the Emergency Rental Assistance Program.

Based on the current level of funding and the projected demand for services through the remainder of the fiscal year, there would be sufficient funding in the Emergency Rental Assistance Program to support the modified cost sharing agreement with the County and to provide emergency rental assistance to individuals who are in need.

### **ENVIRONMENTAL REVIEW**

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15301 "Existing Facilities", 15302 "replacement or reconstruction", and 15303 "new construction or conversion of small structures" as the activity consists of the operation, repair, maintenance, permitting or minor alteration of existing public facilities or topographical features involving negligible expansion of use beyond that existing at the time of the lead agencies determination.

### **FISCAL IMPACT**

If approved, this action would re-direct up to \$50,500 from the City's emergency rental assistance program to support the cost of the limited IQSP. Based on the current balance in the program and the anticipated need for the remainder of the fiscal year, there are sufficient funds to support this program.

### **COORDINATION**

This item has been coordinated with the City Attorney's Office and the Department of Community Development, Community Services Division

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's

Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

**ALTERNATIVES**

1. Delegate authority to the City Manager to negotiate and execute a funding agreement as proposed by the County of Santa Clara in an amount not to exceed \$352,271.
2. Delegate authority to the City Manager to negotiate and execute a funding agreement with the County of Santa Clara in an amount not to exceed \$50,500 for a limited IQSP that includes program oversight and coordination, motel rooms for low-income, City of Santa Clara COVID positive individuals (and/or COVID exposed City of Santa Clara residents) and referral to the City's rental assistance program.
3. Direct staff to take no action.

**RECOMMENDATION**

Alternative 2: Council action to delegate authority to the City Manager to negotiate and execute a funding agreement with the County of Santa Clara in an amount not to exceed \$50,500 for a limited IQSP that includes program oversight and coordination, motel rooms for low-income, City of Santa Clara COVID positive individuals (and/or COVID exposed City of Santa Clara residents) and referral to the City's rental assistance program.

Reviewed by: Cynthia Bojorquez, Assistant City Manager/Acting City Librarian

Approved by: Deanna J. Santana, City Manager

**ATTACHMENTS**

1. Cost Sharing Agreement

**FUNDING AGREEMENT BETWEEN THE  
COUNTY OF SANTA CLARA  
AND THE CITY OF SANTA CLARA  
FOR COUNTYWIDE ISOLATION AND QUARANTINE  
SUPPORT PROGRAM**

This Agreement is entered into by and between the **County of Santa Clara** (the “County”) and the **City of Santa Clara** (the “City”), individually, a “Party” and, collectively, the “Parties,” in order to provide funding for a Countywide Isolation and Quarantine Support Program (“Program”) to be managed by the County.

**RECITALS**

- A. WHEREAS, on February 3, 2020, the County Health Officer declared a local health emergency, and the County's Director of Emergency Services proclaimed a local emergency, to respond to the Coronavirus Disease (“COVID-19”) pandemic and manage its spread throughout the County; and
- B. WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency (Executive Order N-25-20) to exist in California because of the threat of COVID-19; and
- C. WHEREAS, on March 16, 2020, the Santa Clara County Public Health Officer issued an Order to all residents to shelter in place and businesses to close except for essential activities, essential services, and governmental services as defined under Section 10 of the Order; and
- D. WHEREAS, on March 19, 2020, the Governor issued an Order (Executive Order N-33-20) that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain continuity of operations for certain critical infrastructure sectors, to protect the public health of Californians, to mitigate the impact of COVID-19, and to ensure the healthcare delivery system is capable of serving all; and
- E. WHEREAS, as a result of the State Executive Orders and their national counterparts and the County Order in response to COVID-19, as may be extended and modified by federal, state, and local authorities, the County and City have identified an urgent need to provide a Countywide Isolation and Quarantine Support Program (“Program”) as part of the response to COVID-19; and,
- F. WHEREAS, the County has established and will operate the Program as described on Exhibit “A” attached hereto and incorporated herein by this reference; and

- G. WHEREAS, the Program assists all residents of Santa Clara County to isolate if they have tested positive for Coronavirus (COVID-19) (“Cases”) or quarantine if they have been in close contact with a COVID-19 positive person (“Contacts”); and
- H. WHEREAS, the U.S. Centers for Disease Control and Prevention defines a “close contact” as “someone who was within six feet of an infected person for at least 15 minutes starting from 48 hours before illness onset until the time the patient is isolated; however, the County Public Health Department’s Special Investigations Unit or Case Investigation and Contact Tracing group (“CICT”) will make determinations based on the circumstances of each interaction; and
- I. WHEREAS, many individuals and their families will be able to isolate or quarantine in their homes without assistance; and
- J. WHEREAS, others have situations that make isolating or quarantining difficult. These challenges include, but are not limited to, overcrowded housing, the lack of paid sick leave, recent unemployment, co-habitation with at-risk individuals, and obligations to care for family members. Primary among these challenges are: 1) access to a room in which the case or contact may stay and remain entirely separate from other members of the household; and, 2) access to one’s own bathroom or the ability to thoroughly clean the bathroom after each use. The County’s CICT group is trained to speak with individuals about what they may need to effectively isolate or quarantine in their own home; and
- K. WHEREAS, it is in the intent of this Agreement that City, along with all other 14 cities within Santa Clara County, will contribute funding to the County to pay the County for its costs in operating the Program.

In consideration of the foregoing Recitals, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

## **AGREEMENT**

### **SECTION 1     TERM**

This Agreement is effective August 1, 2020 and will continue thereafter until December 31, 2020, unless extended by mutual consent.

### **SECTION 2     MAXIMUM FINANCIAL OBLIGATION**

As explained in Section 3 below and stated in Exhibit E, City’s maximum financial obligation during the Term of this Agreement is \$352,721.

### SECTION 3 ESTIMATE OF COUNTYWIDE NEED AND COST SHARING

To ensure that appropriate services are available to all Santa Clara County residents who need help with isolation or quarantine, it is the intent of this Agreement that the County and all 15 cities within the County would share in the Program's costs on a roughly proportional basis as set forth below.

a) **Estimates of Countywide Need:**

- i) Based upon prior utilization data, the County estimates that during the term of this Agreement, approximately 200 households who are Cases or Contacts will be referred to or will contact the Program weekly. Of the 200 households, it is estimated that approximately 25% (about 50 households) will decline services, be ineligible or referrals that cannot be contacted. Of the remaining households (approximately 150 households) who participate in the Program, 90% (about 135 households) will receive assistance to isolate or quarantine at home and 10% (about 15 households) would temporarily move into a motel. Of all households who enroll in the Program (150 households) each week, about 60% (90 households) are also expected to request and receive rental or financial assistance.
- ii) Of the households participating in the program, it is estimated that approximately 82% will be residents of the City of San José. Residency is determined by the person's or family's home address.
- iii) Exhibit B summarizes the projected needs among residents of each jurisdiction by Program component from August 1 through December 31, 2020, which is approximately 22 weeks. The number of residents by jurisdiction is based on current Program utilization and a minimum of five – one per month – for each jurisdiction. For planning purposes, at least one resident from each jurisdiction would need a motel placement.
- iv) If the person or family is homeless, their residency is determined by the location of their last permanent address or the city or unincorporated area where they spend most of their time.

b) **Cost Sharing:** Exhibit C summarizes the assumptions used to determine the Program's fixed costs, the costs of operating a motel room for one month, at-home support services, and rental or other financial assistance. These are intended to be estimates for budgeting purposes.

- i) **Fixed Costs:** Each jurisdiction would reimburse the County for a portion of the Program's fixed costs regardless of utilization by the jurisdiction's residents. Each jurisdiction's share of the fixed costs is proportional to its share of the countywide population as set forth in Exhibit D. The services associated with these costs are necessary because they allow CICT, providers and residents to access the Program's services.
- ii) **Motel Costs:** Each jurisdiction will contribute to the cost of operating motels for isolation and quarantine based on the proportion of motel nights that its residents use. For example, in a given month, if a San Jose resident stayed in one room for 30 days and a Campbell resident stayed in another room for 30 days – and no other jurisdiction's residents stayed at the site – the costs for

operating that motel site, would be evenly split between the City of San Jose and the City of Campbell.

- iii) **At-Home Support Services:** Each jurisdiction will reimburse the County for the cost of supportive services provided directly to the jurisdiction's residents while they isolate or quarantine in their own homes.
- iv) **Rental and Financial Assistance.** Each jurisdiction will reimburse the County for the rental or financial assistance provided directly to the jurisdiction's residents.
- c) **Total Estimated Costs:** Exhibit E summarizes the total estimated cost by jurisdiction. These estimates form the basis for the maximum financial obligation during the term referenced in Section 2 of this Agreement. If the number of City residents participating in the Program exceeds 50% of the total estimated participation shown in Exhibit B, then the City agrees to confer with the County on adjustments to the maximum financial obligation.
- d) The County shall submit invoices for any eligible cost up to the maximum financial obligation. For example, the County may submit the cost of information and referral for all motel rooms located in the City as a strategy to leverage Federal Emergency Management Agency (FEMA) reimbursements. The County may submit invoices to the City even if FEMA has not made a determination on the County's request(s) for reimbursement under FEMA's Public Assistance program. Invoices submitted by County will be supported by backup documentation provided with the invoice.

#### **SECTION 4      ROLES AND RESPONSIBILITIES**

County shall operate the Program as indicated in the Program Description attached as Exhibit "A."

#### **SECTION 5      LEVERAGING AND USE OF FUNDS**

- a) The City's funds may be used for any expenses that are necessary for successful operation of the Program, as described in this Agreement. This includes expenses that may be categorically ineligible for the FEMA Public Assistance program and the portion of expenses that is calculated to be the local match for the FEMA Public Assistance program.
- b) The County will work with City to leverage state and federal funds and to conserve local resources. However, since some funding sources have limitations the County may not be able to true-up costs for each city until well after the Program has ceased operations. Furthermore, based on determinations of the agencies like FEMA, the County may have to allocate certain funding to specific categories of expenses to maximize state and federal funds.
- c) The County will submit requests for reimbursement through the FEMA Public Assistance program. Reimbursements from this program require a 25% match, and not all funding sources can be used as match.

- d) The County intends to use approximately \$250,000 in Community Development Block Grant Coronavirus (CDBG-CV) funds to operate the program and to pay for a portion of costs associated with unincorporated Santa Clara County. The County would use these funds to offset the actual costs to the “Urban County” cities: Campbell, Los Altos, Los Altos Hills, Los Gatos, Monte Sereno, Morgan Hill and Saratoga. The County, on behalf of these cities, receives CDBG funds and administers CDBG-eligible programs. Note that CDBG-CV funds cannot be used for hotel costs and can only be used to support households earning 80% or less of AMI.

## **SECTION 6      MUTUAL INDEMNIFICATION**

County and City agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

## **SECTION 7      TERMINATION FOR CAUSE**

Either party may terminate this Agreement at any time for cause upon providing notice and a reasonable opportunity to cure to the other party.

## **SECTION 8      ASSURANCE**

Each Party represents and warrants that it has the authority to enter into this Agreement.

## **SECTION 9      RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed by the Parties or any third party to create the relationship of partners or joint ventures between the City and the County.

## **SECTION 10    ENTIRE AGREEMENT**

This instrument contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party or the designated agent of either Party that are not contained in this Agreement shall be valid or binding.

## **SECTION 11    MODIFICATION**

This Agreement may not be enlarged, modified, or altered, except if it is evidenced in writing, signed by the Parties and endorsed to this Agreement.



## **SECTION 12 INSURANCE**

Each Party shall, at its own expense, keep in force during the Term, Workers' Compensation Insurance, insuring against and satisfying each Party's obligations and liabilities under the workers' compensation laws of the State of California, including employer's liability insurance in the limits required by the laws of the State of California.

## **SECTION 13 SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

## **SECTION 14 NOTICES**

Notices to the Parties in connection with this Agreement shall be given personally or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as follows:

### COUNTY OF SANTA CLARA

Office of Supportive Housing

Attn: Consuelo Hernandez

Phone: 408-278-6419

Address: 2310 North First St., Suite 201, San Jose, CA 95131

Email: [Consuelo.Hernandez@hhs.sccgov.org](mailto:Consuelo.Hernandez@hhs.sccgov.org)

### CITY OF SANTA CLARA

Attn: Cynthia Bojorquez

Phone: 408-615-2210

Address: 1500 Warburton Avenue, Santa Clara, CA 95050

Email: [cbojorquez@santaclaraca.gov](mailto:cbojorquez@santaclaraca.gov)

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated on the date of delivery.

## **SECTION 15 AMENDMENTS**

This Agreement may be amended only by a written instrument signed by the Parties.

## **SECTION 16 WAIVER**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be provided, in writing, and shall apply to the specific instance expressly stated.

**SECTION 17 GOVERNING LAW and VENUE**

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the Santa Clara County.

**SECTION 18 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

**SECTION 19 THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

**SECTION 20 CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be entered into as of the day and year of execution of this Agreement.

**COUNTY OF SANTA CLARA**

**CITY OF SANTA CLARA**

\_\_\_\_\_  
Jeffrey V. Smith  
County Executive

\_\_\_\_\_  
Deanna Santana  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Christopher Cheleden  
Lead Deputy County Counsel

\_\_\_\_\_  
Brian Doyle  
City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### PROGRAM DESCRIPTION

The County shall provide the following services and program organization in operating the Program:

#### Program Coordination:

- **Support Request Line.** The County will provide staff or contractors to receive requests for assistance from cases, contacts, medical providers, cities' emergency operations centers, and Public Health unit and community-based organizations (CBOs) via telephone or email. The Program's "call center" would be available seven days a week from 8 am to 5 pm. Voice messages or emails received after hours would be responded to the following day.
- **Coordination.** The team and manager assigned to the Support Request Line would also be responsible for coordinating with the Public Health Special Investigations Group (SIG) and CITC to ensure that all teams are aware of and can take appropriate actions for each case and contact. Continuous coordination with SIG and CITC will be necessary because there may be a lag between the time when SIG or CITC become aware of a case or contact and the time when a case or contact or their medical provider reaches out for assistance. The manager of the team would also be responsible for data collection for reports to the County Administration and participating cities.
- **Resource Coordinators.** Coordinators would be assigned to the Support Request Line and would assess cases and contacts for needs and arrange for the services described below.
- **Support at Home.** Even individuals or families who have adequate home settings may need additional assistance including:
  - Transportation to/from medically necessary appointments if the individual is not able to use a private vehicle;
  - Up to three meals per day and/or groceries;
  - Medical screening and connection to medical services; and
  - Weekly laundry services for linens and personal clothing; and, Light case management services to help individuals apply for benefits (e.g., unemployment insurance, CalFresh) and other services.
- **Motels.** Some individuals and/or family members may be placed at a motel to isolate or quarantine until they are cleared to return to their home (including a congregate care setting). The Resource Coordinators would coordinate placement at one or more motels for cases or contacts who cannot

remain at home or do not have a home. In addition to typical motel management staff and services, the County would negotiate agreements with the motel(s), contract with a community-based organization to provide onsite coordinators and oversee security. In some cases, the individual may be placed in other non-congregate settings, such as a travel trailer. In these out-of-home settings, the program would also provide transportation, food, health and behavioral health screenings and services, laundry and light case management services, as needed.

- **Rental and Financial Assistance.** If there is a documented need, cases and contacts would be eligible for rental and financial assistance up to \$5,000. The rental and financial assistance is limited to households earning 80% or less of the Area Median Income (AMI) adjusted for household size. Rental and financial assistance would primarily be provided by Sacred Heart Community Service (SHCS) under contract with the County. The agreement with SHCS enables that organization to:
  - Issue rental assistance or financial assistance within 72 hours of verifying eligibility;
  - Connect cases and contacts to the broader network of homelessness prevention services (e.g., additional rental assistance) which is primarily implemented through the seven CBOs of the Emergency Assistance Network (EAN) and coordinated by SHCS; and,
  - Connect cases and contacts to other community resources.
- **Other Services.** Program resource coordinators would also be responsible for arranging access to other services including, but not limited to, childcare, elder care, in-home support services, and, emergency, urgent, and/or ongoing healthcare services.
- **Department of Employment and Benefit Services (DEBS).** The Resource Coordinators would ensure that (eligible) cases or contacts would be able to access or sign up for General Assistance, CalWORKs, Medi-Cal, CalFresh, or other benefit programs administered by the County. The Resource Coordinators cannot authorize these benefits directly, but the County's DEBS has assigned an Eligibility Supervisor to:
  - Receive referrals directly from Resource Coordinators;
  - Immediately contact the case or contact to help them apply for the appropriate program; and
  - When appropriate, approve the applications for assistance.
- **COVID-19 Assistance Navigation Hotline (CAN-19 Hotline).** For workers who need additional assistance understanding or accessing resources provided through the California Employment Development Department (EDD), such as unemployment insurance, Resource Coordinators would make a connection to the County's CAN-19 Hotline. The CAN-19 Hotline assists in English, Spanish, Vietnamese and Mandarin.

## Exhibit B – Projected Needs by Jurisdiction, August 1, 2020 through December 31, 2020

Projection reflects:

- Utilization June 17 through July 31, 2020
- A minimum of 5 households per jurisdiction and at least one motel placement
- 10% of enrollees will need a motel placement and 90% can isolate or quarantine at home
- 60% of all enrollees request rental assistance

	Imputed			60% of Enrollees
	Imputed	At-Home	Total Program	Request Rental
	<u>Motel</u>	<u>Support</u>	<u>Enrollments</u>	<u>Assistance</u>
CAMPBELL	2	22	24	14
CUPERTINO	1	4	5	3
GILROY	4	32	36	22
LOS ALTOS	1	4	5	3
LOS ALTOS HILLS	1	4	5	3
LOS GATOS	1	4	5	3
MILPITAS	2	22	24	14
MONTE SERENO	1	4	5	3
MORGAN HILL	4	32	36	22
MOUNTAIN VIEW	2	22	24	14
PALO ALTO	5	43	48	29
SAN JOSE	270	2430	2700	1620
SANTA CLARA	8	76	84	50
SARATOGA	1	4	5	3
SUNNYVALE	12	108	120	72
UNINCORPORATED	20	184	204	122
<b>TOTAL</b>	<b>335</b>	<b>2995</b>	<b>3330</b>	<b>1997</b>

## Exhibit C – Estimate of Costs by Service Component

		Fixed Costs	Motel Room	At-Home Support	Financial Assistance
<u>Activity</u>	<u>Est. Rate / Per Unit Cost</u>	<u>per Month</u>	<u>Cost per Month</u>	<u>Costs per HH</u>	<u>Cost per HH</u>
Resource Coordinators, Medical Screening, Program Coordination	7.0 FTE (~\$150K per FTE annually)	\$ 87,500	\$ -	\$ -	\$ -
Sacred Heart Staffing, Operations & Overhead	(28500/3) or \$9,500 per month	\$ 9,500	\$ -	\$ -	\$ -
Rental / Financial Assistance	Up to \$5,000 per HH / Avg. \$3,500 per HH	\$ -	\$ -	\$ -	\$ 3,500
Motel Room Rate & Tax	Average of \$107 per night	\$ -	\$ 3,255	\$ -	\$ -
Motel Site Management	\$25,000 per site per month	\$ -	\$ 424	\$ -	\$ -
Information & Referral Services	\$20,833 per site per month	\$ -	\$ 353	\$ -	\$ -
Motel Security	\$48,400 per site per month	\$ -	\$ 820	\$ -	\$ -
Meal Delivery	Three meals \$33 per person per day	\$ -	\$ 1,004	\$ -	\$ -
Groceries	\$50 per person per week, assume 4 ppl	\$ -	\$ -	\$ 400	\$ -
Transportation	Up to \$400 per incident (1.5/mo)	\$ -	\$ 600	\$ 400	\$ -
Laundry Services	\$40 per household per month	\$ -	\$ 40	\$ -	\$ -
Medical & Behavioral Health Services	3 FTE RN per site per month	\$ -	\$ 742	\$ -	\$ -
Administration	18%	\$ 17,460	\$ 1,303	\$ 144	\$ -
<b>Total</b>		<b>\$ 114,460</b>	<b>\$ 8,540</b>	<b>\$ 944</b>	<b>\$ 3,500</b>

## Exhibit D – Estimate of Fixed Costs and Share by Jurisdiction

### Jurisdictional Share of Monthly Fixed Costs

County Population: 1/1/2020

Source: <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-1/>

		<b>FIXED COSTS</b>		
		<b><u>% of Total</u></b>	<b><u>Monthly Fixed Costs</u></b>	<b><u>Aug. 1 thru Dec. 31, 2020</u></b>
Campbell	42,288	2.2%	\$ 2,467	\$ 12,335
Cupertino	59,549	3.0%	\$ 3,474	\$ 17,370
Gilroy	57,084	2.9%	\$ 3,330	\$ 16,651
Los Altos	30,876	1.6%	\$ 1,801	\$ 9,006
Los Altos Hills	8,413	0.4%	\$ 491	\$ 2,454
Los Gatos	31,439	1.6%	\$ 1,834	\$ 9,171
Milpitas	77,961	4.0%	\$ 4,548	\$ 22,741
Monte Sereno	3,594	0.2%	\$ 210	\$ 1,048
Morgan Hill	46,454	2.4%	\$ 2,710	\$ 13,550
Mountain View	82,272	4.2%	\$ 4,800	\$ 23,998
Palo Alto	69,226	3.5%	\$ 4,039	\$ 20,193
San Jose	1,049,187	53.5%	\$ 61,209	\$ 306,044
Santa Clara	129,104	6.6%	\$ 7,532	\$ 37,659
Saratoga	31,030	1.6%	\$ 1,810	\$ 9,051
Sunnyvale	156,503	8.0%	\$ 9,130	\$ 45,651
Unincorporated	86,989	4.4%	\$ 5,075	\$ 25,374
<b>Total</b>	<b>1,961,969</b>	<b>100%</b>	<b>\$ 114,460</b>	<b>\$ 572,300</b>

**Exhibit E – Estimate of Total Costs by Program Component for Each Jurisdiction**

For Services from August 1, 2020 through December 31, 2020

<b><u>Jurisdiction</u></b>	<b><u>Fixed Costs</u></b>	<b><u>Motel Costs</u></b>	<b><u>At-Home Support</u></b>	<b><u>Financial Assistance</u></b>	<b><u>Total by Jurisdiction</u></b>
Campbell	\$ 12,335	\$ 17,079	\$ 20,768	\$ 49,000	\$ 99,183
Cupertino	\$ 17,370	\$ 8,540	\$ 3,776	\$ 10,500	\$ 40,186
Gilroy	\$ 16,651	\$ 34,159	\$ 30,208	\$ 77,000	\$ 158,018
Los Altos	\$ 9,006	\$ 8,540	\$ 3,776	\$ 10,500	\$ 31,822
Los Altos Hills	\$ 2,454	\$ 8,540	\$ 3,776	\$ 10,500	\$ 25,270
Los Gatos	\$ 9,171	\$ 8,540	\$ 3,776	\$ 10,500	\$ 31,986
Milpitas	\$ 22,741	\$ 17,079	\$ 20,768	\$ 49,000	\$ 109,588
Monte Sereno	\$ 1,048	\$ 8,540	\$ 3,776	\$ 10,500	\$ 23,864
Morgan Hill	\$ 13,550	\$ 34,159	\$ 30,208	\$ 77,000	\$ 154,917
Mountain View	\$ 23,998	\$ 17,079	\$ 20,768	\$ 49,000	\$ 110,846
Palo Alto	\$ 20,193	\$ 42,698	\$ 40,592	\$ 101,500	\$ 204,983
San Jose	\$ 306,044	\$ 2,305,717	\$ 2,293,920	\$ 5,670,000	\$ 10,575,682
Santa Clara	\$ 37,659	\$ 68,318	\$ 71,744	\$ 175,000	\$ 352,721
Saratoga	\$ 9,051	\$ 8,540	\$ 3,776	\$ 10,500	\$ 31,867
Sunnyvale	\$ 45,651	\$ 102,476	\$ 101,952	\$ 252,000	\$ 502,080
Unincorporated	\$ 25,374	\$ 170,794	\$ 173,696	\$ 427,000	\$ 796,864
<b>Total</b>	<b>\$ 572,300</b>	<b>\$ 2,860,797</b>	<b>\$ 2,827,280</b>	<b>\$ 6,989,500</b>	<b>\$ 13,249,877</b>

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# City of Santa Clara

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

## Agenda Report

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20-882

Agenda Date: 11/10/2020

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### REPORT TO COUNCIL

#### **SUBJECT**

Tentative Meeting Agenda Calendar (TMAC)

#### **COUNCIL PILLAR**

Enhance Community Engagement and Transparency

#### **BACKGROUND AND DISCUSSION**

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



# City of Santa Clara

## Tentative Meeting Agenda Calendar

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### **Tuesday, November 17, 2020 Council and Authorities Concurrent and Stadium Authority Meeting**

#### **Special Order of Business**

- 20-1126** Acknowledge Winners of the Santa Clara Cultural Commission 2020 Halloween Home Decoration Contest

#### **Public Hearing/General Business**

- 20-744** **Public Hearing:** Actions on Amendments to the Tasman East Specific Plan (TESP) 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 to amend the Transit Neighborhood Zoning District to allow certain non-residential uses within the first three floors of mixed use buildings and to correct an error regarding permissible density ranges, including an override of an Airport Land Use Commission (ALUC) determination of inconsistency with the SJC Airport Comprehensive Land Use Plan (CLUP).
- 20-787** **Public Hearing:** Action on a Resolution Approving the Findings from the Tasman East Specific Plan Infrastructure Impact Fee Nexus Study and Setting the Rates for the Infrastructure Impact Fee, Action on the Introduction of an Ordinance Adding Section 17.15.350 to Chapter 15 of Title 17 of the Santa Clara City Code, and Establishment of the Tasman East Infrastructure Improvement Fund and Related Budget Actions
- 20-1145** Action on Approval of the 2019-2024 Memorandum of Understanding Between the City of Santa Clara and the Miscellaneous Unclassified Management Employees (Unit 9)

### **Tuesday, December 1, 2020 Special Stadium Authority Meeting**

#### **3:30 PM Study Session**

- 20-496** **Study Session:** Update from Forensic Auditor

## **Public Hearing/General Business**

- 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
- 20-1129** Report on the Review of Santa Clara Stadium Authority's Non-NFL Events Documents by JS Held, LLC.

## **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 [Tentative]
- 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 [Tentative]

## **Friday, December 11, 2020 New Council Orientation 10:00 AM – 5:00 PM**

## **Tuesday, December 15, 2020 Council and Authorities Concurrent Meeting**

### **Public Hearing/General Business**

- 20-806** Review of Sanitary Sewer Services in the City and Discussion of Private Sewer Lateral Responsibilities
- 20-1037** **Public Hearing:** 2019 Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, and the Substantial Amendment to the 2020-2020 Annual Action Plan (AAP)
- 20-334** Action on the Introduction of an Ordinance Amending Chapter 5 of the City Code ("Business Licenses and Regulations") to Address Soliciting in Parks
- 20-1034** Action on the Consideration of the Nomination of Pomeroy Green Townhouses at the Northeast Corner of Pomeroy Avenue and Benton Street to the National Register of Historic Places

## **Tuesday, January 12, 2021 Council and Authorities Concurrent Meeting**

### **Public Hearing/General Business**

- 20-694** **Public Hearing:** Action on a Proposed Resolution Amending Rates for Attachments to City Owned Utility Poles by Third Party Communications Providers

**Tuesday, January 26, 2021 Council and Authorities Concurrent and Stadium Authority Meeting**

**Public Hearing/General Business**

**20-974** CAP Update Study Session

**Monday, February 1, 2021 Council Priority Setting Session I 8:00 AM – 5:00 PM**

**Tuesday, February 2, 2021 Council Priority Setting Session II 8:00 AM – 5:00 PM**

**Tuesday, February 23, 2021 Council and Authorities Concurrent 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

**Tuesday, March 2, 2021 Santa Clara Stadium Authority Meeting**

**Public Hearing/General Business**

**20-496** Agenda Items Pending – To Be Scheduled

**Tuesday, March 9, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**20-918** **Study Session:** Housing Element Update/Affordable Housing Ordinance Feasibility Analysis

**Tuesday, March 16, 2021 Santa Clara Stadium Authority Meeting**

**Public Hearing/General Business**

**20-496** Agenda Items Pending – To Be Scheduled

**Tuesday, March 23, 2021 Council and Authorities Concurrent Meeting**

**Public Hearing/General Business**

**20-1146** El Camino Real Specific Plan Study Session on the Draft Plan for adoption

## **Tuesday, April 20, 2021 Council and Authorities Concurrent Meeting**

### **Public Hearing/General Business**

**20-1156** Study Session: Overview of Patrick Henry Drive Specific Plan

### **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
- 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)]



# City of Santa Clara

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## Agenda Report

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20-1074

Agenda Date: 11/10/2020

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### REPORT TO COUNCIL

#### SUBJECT

Update on City Council and Stadium Authority Staff Referrals

#### COUNCIL PILLAR

Enhance Community Engagement and Transparency

#### BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, 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 11/3/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
1.	10/27/20	Council Meeting	Return to Council with an Informational Report upon executing Master Agreement that provides information on negotiated terms as related to BART Silicon Valley Phase II Extension Project	Public Works	Dec 2020	
2.	10/13/20	Stadium Authority	Stadium Bills and Claims – Return on a future agenda with an informational report on the on the Stadium Authority's responsibility of unfunded liability	Finance	April 2021	
3.	10/13/20	Council Meeting	Noise Monitoring at Levi's Stadium – Return to Council with a revised scope of work that includes a monthly consultant report with data related to all noise, including airplane noise by Levi's Stadium. Report should include data on peak noise, how many days we exceed the noise ordinance, etc. and notify Council regarding excessive noise complaints.	Community Development	TBD	
4.	10/13/20	Council Meeting	Community Input Policy – Return to the Governance Committee with potential models of a Community Benefits Policy with feedback from various Community groups (i.e. CatalyzeSV) and best practices from other Cities	Community Development	TBD	
5.	10/13/20	Council Meeting	Worker Retention and Recall Protections – Prepare an Urgency Ordinance for worker recall for the 10/27/20 Council Meeting and amend current Worker Retention Ordinance to add hotel workers and look at long-term outreach (first reading of Ordinance on 10/27)	City Manager/ City Attorney	10/27/20	<b>10/27/20</b>
6.	9/29/20	Council Meeting	Governance Committee Referrals – Discussion on Planning Commission's referral process and citywide Board and Commission workplan process	City Manager	Dec 2020	
7.	8/25/20	Council Meeting	Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way	Water & Sewer	12/15/20	
8.	7/14/20	Council Meeting	Garbage Rates – explore long-term rate assistance programs for solid waste	Public Works	Jan/Feb 2021	
9.	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	11/17/20	
10.	1/28/20	Council Meeting	VTa Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.)	City Manager/ Public Works	TBD	
11.	10/29/19	Council Meeting	Provide options for the \$750,000 commitment from Levy for community enrichment	City Manager	TBD	
12.	9/24/19	Council Meeting	Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors	Police	Winter 2021	



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

**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS  
FOR FOLLOW-UP/ACTION**  
Updated 11/3/20



	Date Assigned	Source	Referral Description	Assigned Department	Projected Completion	Completed
			outside of Levi's Stadium			
13.	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	11/17/20	
14.	7/9/19	Council Meeting	Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts.	Parks & Rec	TBD	
15.	7/9/19	Council Meeting	Update on age-friendly activities per commission annual Work Plan	Parks & Rec	TBD	
16.	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	
17.	4/30/19	Council Meeting	Number of public transit riders for large stadium events	49ers Stadium Manager	TBD	
18.	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	
19.	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	Nov 2020	
20.	10/9/18	Council Meeting	Dedicate Jerry Marsalli Community Center at grand opening of the facility	Parks & Rec	TBD	
21.	10/2/18	Council Meeting	Amend sign ordinance to prohibit signs on public property	Parks & Rec/ City Attorney	TBD	
22.	3/13/18	Council Meeting	Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor	Finance	Summer 2021	





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1.	8/25/20	Stadium Authority Meeting	For meetings requiring public reporting, staff to begin producing Stadium Authority and Stadium Manager meeting minutes	City Manager	10/13/20	10/13/20	Reported at Council Meeting
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/ City Attorney	10/13/20	10/13/20	Reported at Council Meeting
3.	9/29/20	Council Meeting	Provide information to the community regarding 49er-initiated litigation via mailer, social media, blogs, website, utility inserts, etc.	City Attorney/ City Manager	TBD	10/5/20	Informational flyer posted on City website on 10/5/20
4.	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	Dec 2020	9/29/20	Reported at Council Meeting
5.	9/24/19	Council Meeting	Staff to review the potential for rebates for the purchase of electric bicycles	SVP	Fall 2020	9/29/20	Reported at Council Meeting
6.	8/18/20	Council Meeting	Staff to send a letter to State of California regarding the relocation of the Courthouse	City Manager/ Community Development	TBD	9/2/20	Letter sent on 9/2/20; City Manager sent Council an email update on 9/25/20
7.	8/25/20	Council Meeting	Add an agenda item on the Santa Clara Downtown and Courthouse for the 9/1/20 Council Meeting	City Manager	9/1/20	9/1/20	Reported at Council Meeting
8.	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	8/25/20	Reported at Council Meeting
9.	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	8/24/20	Email sent on 8/24/20 from City Manager to Council
10.	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
11.	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
12.	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



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13.	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
14.	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
15.	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
16.	7/10/18	Council Meeting	Annual update on PD community engagement efforts	Police	6/23/20	6/23/20	Reported at Council Meeting
17.	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 on 6/16/20 from City Manager to Council
18.	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 sent (via Council question/response process on 6/9/20); also posted on website with agenda packet
19.	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
20.	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/ City Manager	5/26/20	5/26/20	Reported at Council Meeting
21.	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
22.	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
23.	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
24.	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/ City Attorney	4/28/20	4/28/20	Reported at Council Meeting



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25.	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
26.	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
27.	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/ Finance	May 2020	4/8/20	Reported at Council Meeting
28.	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/ City Attorney	3/24/20	4/7/20	Reported at Council Meeting
29.	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. (Staff returned to closed session in August 2020 and is scheduled to return at closed session on 10/13/20).	City Manager	3/31/20	4/7/20	Reported at Council Meeting
30.	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
31.	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
32.	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
33.	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



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34.	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/ City Manager	2/11/20	2/11/20	Reported at Council Meeting
35.	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
36.	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
37.	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
38.	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/ City Clerk	2/10/20	2/10/20	
39.	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/ 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
40.	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
41.	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
42.	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/ Community Development	1/28/20	1/28/20	Reported at Council Meeting



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43.	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
44.	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/ City Attorney	1/14/20	1/14/20	Reported at Council Meeting
45.	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
46.	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/ City Manager	1/14/20	1/14/20	Reported at Council Meeting
47.	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 Vision, 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