CITY OF SANTA CLARA

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CITY COUNCIL MEETING

AGENDA

A complete agenda packet with back-up reports is available at either City Library beginning Saturday before the Tuesday meeting or at the City Clerk's Office on weekdays. A complete agenda packet is also available at the City Council meeting and on the City's website.

July 15, 2014

5:00 pm

Development Review Study Session

City Hall Council Chambers

File: Oracle Campus Development
Location: 4040 Palm Drive, Santa Clara (APN: 097-08-058; 097-08-114)
Request: Review of conceptual plan to add 120,000 square feet of office space and 25,000 square feet of lab/server space increasing the total campus development to 1,075,421 square feet with approximately 2,862 parking stalls.

6:00 pm

Closed Session

Council Conference Room

Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8
Property: Well Site 7 on Pomeroy just south of Warburton, Well Site on Lawrence at Golden State, APNs: 220-01-022 and 313-31-002
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Negotiating Party: Neal Patel, Google Inc.
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)
and
Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8
Property: APN 316-17-19, 250 Howard Drive, Santa Clara
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Negotiating Party: Dana Pesce, Apple Inc.
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price, and terms of payment)
and
Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8
Property: San Juan Generating Station, 6800 N County Road, Waterflow, NM 87421
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Negotiating Party: Modesto-Santa Clara-Redding Public Power Agency, Southern California Public Power Association, Tri-State Generation and Transmission Association, City of Anaheim, Public Service Company of New Mexico, Tucson Electric, City of Farmington, County of Los Alamos and Utah Associated Municipal Power Systems
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)
and

City Council/Governing Board of the Successor Agency to the City of Santa Clara Redevelopment Agency
Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code Section 54956.9(a)
Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.
Sacramento County Superior Court Case No. 34-2013-80001396

REGULAR MEETING
7:00 PM in the City Hall Council Chambers

APPEAL OF HEARING DECISIONS OF THE CITY COUNCIL MUST BE MADE TO THE SUPERIOR COURT WITHIN 90 CALENDAR DAYS OF FINAL ACTION. BECAUSE OF THE AGENDA PROVISION FOR RECONSIDERATION, FINAL ACTION IS DEEMED TO OCCUR AT THE END OF THE NEXT REGULAR MEETING PURSUANT TO CITY COUNCIL POLICY (P&P 042). (CODE OF CIVIL PROCEDURE SECTION 1094.6)

1. PLEDGE OF ALLEGIANCE AND STATEMENT OF VALUES:

2. ROLL CALL:

3. APPROVAL OF MINUTES:

A. June 10, 2014.

4. CONTINUANCE/EXCEPTIONS:

5. SPECIAL ORDER OF BUSINESS:

A. Presentation of the City of Santa Clara/Silicon Valley Power Scholarship awards.

B. Presentation by Dr. Thomas Shanks regarding the Campaign Ethics Program and Council of Trust.

C. Approval of the City of Santa Clara Strategic Plan for 2013-2015 and the Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014 with monthly updates to Council and schedule the next six-month Strategic Planning Retreat on January 9, 2015 to be held at the Santa Clara Convention Center.

6. UNFINISHED BUSINESS:

A. Possible Reconsideration of Actions Taken at Immediately Preceding Meeting. (See Summary of Actions for potential reconsideration, which is attached to the posted Agenda and is in the Agenda Packet Binder in the Council Chambers.)

B. Adoption of a Resolution repealing and establishing certain parking regulations on Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street and Morse Street which establishes residential permit parking.

C. Adoption of Ordinance No. 1928 adding Chapter 17.35 (Park and Recreational Land) to Title 17 (Development) of the City Code to ensure that new residential development provides adequate park and recreational land and/or pays a fee in lieu of dedications in order to mitigate the impacts of the new growth.

7. 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.]

A. Departmental Reports

1. Acceptance of the Monthly Financial Status Reports for May 2014.
2. Approval of the new job description for Emergency Medical Technician (EMT) As-Needed and set the pay range at $16 to $20 per hour.
3. Approval to reappoint Dale Schouten to the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee for the term ending June 30, 2016.
4. Approval for the use of City Electric forces for the installation of facilities at 2690 Scott Boulevard and 2727 Augustine Drive.
5. Approval of the new job description for Assistant Fire Marshall, set the control point at $14,400 per month, and add this specification to the City's Conflict of Interest Code, Disclosure Category 1.
6. Approval of the revised job description for Deputy City Manager.
7. Approval to set the salary for Staff Aide II position candidate Valentina Guzman Ridad at Step 4 of salary range A26.
8. Adoption of a Resolution requesting implementation of a Water Conservation Action plan to achieve a 20% water reduction target.
9. Note and file the Outstanding Debt Schedule as of June 30, 2014 for the City of Santa Clara, its Agencies and Corporations, including the City's share of various Joint Power Agency debt.
10. Approval of the Final Map for Tract 10188 which subdivides a single parcel into 7 lots for the Planned Development (PD) of 6 townhouses and 1 common lot as private drive area on an approximately 0.40 acre parcel located at 3499 The Alameda by LHL Partners, LLC; authorization to make minor modifications, if necessary; and authorization to record the Final Tract Map with the County Recorder (APN 269-16-069).
11. Approval of the Stipulations with Request for Award to settle the claims for the injuries Jeffrey Vaden, retired Police Officer, sustained on January 21, 2006; September 1, 2007; June 13, 2008 and cumulatively through June 13, 2008.

12. Approval to delegate authority to approve project related documents, stadium related documents and infrastructure maintenance related agreements between July 16, 2014 to August 18, 2014; direct that a report on actions taken during recess be submitted on September 23, 2014; and delegate authority to execute and bind City insurance related to Levi's Stadium.
13. Note and file the Transportation Management and Operations Plan (TMOP) dated July 11, 2014 for Levi's Stadium.

B. Agreements

1. Approval of Call No. 14-2 for Professional Services with Flynn Resource Consultants, Inc., in an amount not to exceed $250,000, for consulting services related to transmission analysis support for the Electric Department Resource Division.
2. Approval of the Legal Services Agreement with Liebert Cassidy Whitmore, in an amount not to exceed $100,000, for specialized legal support and other litigation matters.
3. Approval of Call No. 14-2 for Professional Services with Milton Security Group, Inc., in an amount not to exceed $144,000, for network and security consulting support for the Electric Department Resources Division.
4. Approval of the Release of Interest for 3499 El Camino Real as set forth in the Street Encroachment License and authorization to record the Release of Interest with the County Recorder (APN 220-02-022; SC 18,636).
5. Approval of an Assignment and Assumption Agreement and Consent (Eklund Gardens I and II) and all related documents with the Housing Authority of the County of Santa Clara, Halford Avenue LLC, and Poinciana Drive LLC for the purpose of converting the Eklund Gardens I and II apartments from a public housing project into a project-based voucher property and authorization to record the Agreement with the County Recorder.
6. Approval of a Contribution Agreement with Triton Museum of Art, in the amount of $289,560, for the museum's general operating expenses for Fiscal Year 2014-15.
7. Approval of an Agreement for the Performance of Services with APC International, Inc., in an amount not to exceed $60,800, for construction inspection and management services for the Santa Clara Various Streets and Roads Preservation Project and authorization to make minor, non-substantive modifications to the Agreement, if necessary.
8. Approval of a Memorandum of Understanding (MOU) with the Unclassified Management Employees (Unit #9) for the term from December 22, 2013 through December 19, 2015, consistent with prior Council action.

9. Approval of the City of Santa Clara's attestation related to the City's Power Source Disclosure Report to the California Energy Commission for 2013.
10. Approval of a Call Agreement with Paragon Partners, Ltd.; Call No. 14-4 for Professional Services for Fiscal Year 2014-15 fiber optic support of the Silicon Valley Power (SVP) Fiber Enterprise; Call No. 14-5 for Professional Services for fiber engineering services; Call No. 14-6 for Professional Services to support the SVP Fiber Optic Expansion Project; and Call No. 14-7 for Professional Services for engineering to support the Fiber Optic Expansion Project, in a total amount not to exceed $1,241,400, to support the Silicon Valley Power Fiber Optic Enterprise.
11. Approval of Call No. 14-1 for Professional Services with Flynn Resource Consultants, Inc., in an amount not to exceed $330,000, for California Independent System Operator, Congestion Revenue Rights, Pacific Gas & Electric and litigation support for the Electric Department Resources Division.
12. Acceptance of the status report on the City's efforts to submit information requested by Google Fiber for its consideration of selecting Santa Clara for the future installation of a Google Fiber network; approve, as to form, a Master Network Hut License Agreement with Google Fiber; and direct individual sites to return to Council for approval.
13. Adoption of a Resolution approving a Land Sale Agreement with the County of Sierra for the sale of approximately 50 acres of vacant land located in the City of Loyalton, California.

C. Reports for Information and Possible Action

D. Minutes to Note and File

1. Senior Advisory Commission - May 19, 2014.
2. Parks and Recreation Commission - April 15, 2014.
3. Parks and Recreation Commission - March 18, 2014.

E. Routine Written Petitions for Approval

8. ITEMS SET FOR HEARING:

[Planning Commission items not being appealed, or which are not related to an appeal, will be heard under BOARDS AND COMMISSIONS FOR ACTION.] If you challenge a City Council land use decision in court, you may be limited to raising only those issues you or someone else raised at this hearing before the City Council or in written correspondence delivered to the City at, or prior to, the City Council hearing on the matter. (California Government Code Section 65009)

A. 4301, 4401 and 4551 Great America Parkway - Great America Office Expansion Project

Adoption of a Resolution certifying the Environmental Impact Report (EIR), making findings with respect thereto, and adopting a Mitigation Monitoring or Reporting program (MMRP) and a Statement of Overriding Considerations (SOC); adoption of a Resolution rezoning the properties from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) to construct up to 718,000 square feet of new office space in up to two new buildings for a maximum build-out of 1,018,000 square feet of office development; up to two, six-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; potential demolition of an existing 118,000 square foot office building; and landscaping and site improvements; and pass to print an Ordinance approving a Development Agreement with SI 34, LLC. (CEQ2007-01051/SCH#2012092041, PLN2007-06715, PLN2008-07324).

B. Adoption of a Resolution confirming the report of the Fire Chief on the cost of weed abatement and confirming the assessment for the 2014 Weed Abatement Program.

C. Adoption of a Resolution approving, confirming and adopting the Traffic Mitigation Impact Fee Annual Report for Fiscal Year 2014-15.

9. BOARDS AND COMMISSIONS FOR ACTION:

10. CONSENT ITEMS PULLED FOR DISCUSSION:

11. PUBLIC PRESENTATIONS:

This item is reserved for persons to address the Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. The law does not permit Council action on, or extended discussion of, any item not on the agenda except under special circumstances. The Council, or staff, may briefly respond to statements made or questions posed, and the Council 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 forms available by the door in the Council Chambers.

12. REPORTS FOR COUNCIL ACTION:

A. Approval of an Agreement for the Performance of Services with Red Peak Group, in an amount not to exceed $95,000, for branding and marketing services.

B. Approval to designate one or more Council Members to attend the League of California Cities Annual Conference to serve as voting delegate and alternate or request the City Manager to appoint one or more staff members registered for the conference to represent the City.

C. Adoption of a Resolution authorizing the negotiation and execution of a Purchase and Sale Agreement with Heidi Weidmann for the acquisition of 1031 El Camino Real, Santa Clara; establishing Capital Improvement Project (CIP) 6541 - 1031 El Camino Real; and approval of the appropriation of funds, in the amount of $1,850,000, for the project.

D. Approval of the transfer of funds, in the amount of $55,000, to allow for the remodeling of the Permit Center.

E. Approval and appropriation of a donation from the Mission City Community Fund, in the amount of $5,000, for the nutrition program at the Senior Center and authorization to transmit a letter of appreciation.

F. Approval of an Agreement for the Performance of Services with Metropolitan Planning Group (M-Group), in an amount not to exceed $935,600, to provide Code Enforcement personnel and approval and transfer of funds, in the amount of $635,600.

G. Approval and appropriation of 2015 California Office of Traffic Safety Grant funds, in the amount up to $50,000, to be used for pedestrian and bicycle safety improvements; authorization to transmit a letter of appreciation; and authorization to execute all related documents.

13. BILLS AND CLAIMS/PROGRESS PAYMENTS:

(Lists are available in the Council Office and the City Clerk's Office.)

A. Approval of Bills and Claims and Progress Payments.

14. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:

A. Reports regarding conference attendance, if any.

15. CITY MANAGER REPORTS:

16. CLOSED SESSION MATTERS:

A. City Attorney Reports:

B. Approval to set August 19, 2014 at 6:00 pm for a Closed Session in the Council Conference Room for a Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.,* Sacramento County Superior Court Case No. 34-2013-80001396.

17. ADJOURNMENT:

A. To Tuesday evening, **August 19, 2014** at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

7/15/14

6:00PM

Santa Clara

All-America City

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CLOSED SESSION NOTICE

City of Santa Clara, California

The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, July 15, 2014,** at **6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room 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 it/them:

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Gov. Code § 54956.8
Property: Well Site 7 on Pomeroy just south of Warburton, Well Site on Lawrence at Golden State, APNs: 220-01-022 and 313-31-002 respectively
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Negotiating Party: Neal Patel, Google Inc.
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Gov. Code § 54956.8
Property: APN 316-17-19, 250 Howard Drive, Santa Clara
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Negotiating Party: Dana Pesce, Apple Inc.
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Pursuant to Gov. Code § 54956.8
Property: San Juan Generating Station, 6800 N County Rd., Waterflow, NM 87421
City Negotiator: Julio J. Fuentes, City Manager (or designee)
Negotiating Party: Modesto-Santa Clara-Redding Public Power Agency, Southern California Public Power Association, Tri-State Generation and Transmission Association, City of Anaheim, Public Service Company of New Mexico, Tucson Electric, City of Farmington, County of Los Alamos and Utah Associated Municipal Power Systems
Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment)

☒ **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al., Sacramento County Superior Court Case No. 34-2013-80001396

Date: July 11, 2014

RICHARD E. NOSKY, JR.
City Attorney

CLOSED SESSION NOTICE

Successor Agency to the City of Santa Clara
Redevelopment Agency

The **GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF SANTA CLARA REDEVELOPMENT AGENCY** will meet in closed session on **Tuesday, July 15, 2014,** at **6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room 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 it/them:

☒ **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al., Sacramento County Superior Court Case No. 34-2013-80001396

Date: July 11, 2014

RICHARD E. NOSKY, JR.
Successor Agency Counsel

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MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA
FOR REGULAR MEETING HELD ON TUESDAY EVENING, JUNE 10, 2014

The City Council of the City of Santa Clara, with a quorum present, met at 5:00 pm for a **Development Study Session** regarding the **New Housing Development Impact Fee Nexus Study and Draft Ordinance**. The City Manager introduced the item and the Director of Parks and Recreation reviewed his memo (06/04/14) and made an electronic presentation. The following people addressed the Council in support of the draft ordinance: Kirk Vartan, Mike O'Halloran and Sarah Doty. Dennis Martin addressed the Council with comments of concern regarding the draft ordinance. Council questions were answered by the Director of Parks and Recreation and the City Manager.

With no public comment, the Council then met at 6:00 pm for interviews to fill the vacancy on the Parks and Recreation Commission in the lobby area adjacent to the City Clerk's Office.

The Council reconvened in the Council Chambers and with no public comment, the Council then met at 6:30 pm for a Closed Session in the Council Conference Room for Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representative: Julio J. Fuentes, 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); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-038, 104-03-039, 104-030-040, 104-43-50, 104-55-16 and 104-43-049; Negotiating Party(ies): Larry MacNeil and Jim Mercurio, The San Francisco 49ers; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Parking Rights Agreement; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 097-01-039, 097-01-073, 104-01-102 and 104-03-036; Negotiating Party(ies): William A. Witte, President, Related California; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8;

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Property: APN 104-03-036, 104-03-038, 104-03-039 and 104-03-040; Negotiating Party(ies): Kurt Wittek, Montana Property Group, LLC; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 224-28-035; Negotiating Party(ies): Don Jessup, Silicon Valley Associates; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(a); D.E. Restaurant, Inc. and D.E. II Restaurants, Inc. v. City of Santa Clara, et al.; Santa Clara County Superior Court Case No. 114CV264438; Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9; Potential exposure to litigation: 1 potential case; and City Council/Governing Board of the Successor Agency to the City of Santa Clara Redevelopment Agency Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.;* Sacramento County Superior Court Case No. 34-2013-80001396 (City Attorney - 06/06/14).

The Council reconvened in the Council Chambers at 7:00 pm and the regular meeting was opened with the recitation of the Pledge of Allegiance and Statement of Values in the Council Chambers.

Present: Council Members Debi Davis, Lisa M. Gillmor, Patrick Kolstad, Patricia M. Mahan, Jerry Marsalli, and Teresa O'Neill and Mayor Jamie L. Matthews.

Staff present: City Manager, Assistant City Manager - Alan Kurotori, Assistant City Manager - Sheila Tucker, Director of Planning and Inspection, Director of Public Works/City Engineer, City Attorney and City Clerk/Auditor.

3A. **MOTION** was made by Davis, seconded and unanimously carried, that the **Minutes** for the meeting of **May 6, 2014** be adopted as written.

4A. **MOTION** was made by Davis, seconded and unanimously carried, that, per the Director of Planning and Inspection's memo (06/03/14), the Council **continue** the **Public Hearing** for an appeal of a Planning Commission action for the project located at **1593 Lexington Street** has been continued to **August 26, 2014**.

4B. **MOTION** was made by Davis, seconded and unanimously carried, that, per the Director of Planning and Inspection's memo (06/06/14), the Council **continue** the **Public Hearing** for the **Great America Campus Expansion project** located at 4301 Great America Parkway has been continued to a future meeting.

MOTION was made by O'Neill, seconded and unanimously carried, that the Council take the following items out of order and consider them immediately: approval of the Additional Soccer Fields Committee recommendation to refer Montague Park and/or Jenny Strand Park Solar R&D Site to the City Manager to conduct a community outreach and site planning process for the potential development of soccer fields, related park facilities and mitigation of impacts or direct staff to develop other alternatives and the approval of the Additional Soccer Fields Committee recommendation to reduce the Youth Soccer Park Advance Reservation Policy time from ten days to two days and allow Friday games and authorization to adjust guidelines as needed.

15C. The Council proceeded to consider the approval of the **Additional Soccer Fields Committee recommendation** to refer **Montague Park and/or Jenny Strand Park Solar R&D Site** to the City Manager to conduct a **community outreach and site planning process** for the **potential development** of **soccer fields, related park facilities** and mitigation of impacts or direct staff to develop other alternatives. The Director of Parks and Recreation reviewed his memo (06/02/14) and gave an electronic presentation regarding background of the issue, site review, and next steps. The City Manager made comments regarding preliminary outreach with the Santa Clara Unified School District regarding the Montague Park site. The Director of Parks and Recreation and the City Manager then answered Council questions. **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **direct** the City Manager to find alternate access to Jenny Strand Park Solar R&D site and to conduct the community outreach and site planning process only if alternate access is secured. The following people addressed the Council with comments of concern regarding the Additional Soccer Fields Committee recommendation: Carolyn Fox, Dick Wentz, Claire Saxton, Alice Kaufman, John Markim, Helen Johnson, Romana Orban, Christina Gorokhovsky, Todd Gilman, Sendam Ravikuma, Matt Heinz, Jack Trieber, Lynne Jennings, Larry Wuerz, Jeya Susesh, Andrea Lesley, Karen Smyth, Pamela McDaniel, Dawn Mortensen, Pratima Pandey, Kathleen Wright and James Croxton. Council Member Kolstad made comments on behalf of the Committee regarding the recommendation. A Council discussion followed. **MOTION** was made by Kolstad, seconded and unanimously carried, that the Council **refer** Montague Park to the City Manager to conduct a community outreach & site planning process for the potential

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development of soccer fields, related park facilities and mitigation of impacts and/or **refer** Jenny Strand Park Solar R & D Site to the City Manager to conduct a community outreach & site planning process for the potential development of a soccer field, related park facilities and mitigation impacts with the latitude to explore additional options. The Council duly noted and filed the correspondence received (Acting Executive Assistant to the Mayor and Council - 06/04/01).

The Council then took a short recess.

15B. **MOTION** was made by Kolstad, seconded and unanimously carried, that the Council **approve** the **Additional Soccer Fields Committee** recommendation to **reduce** the **Youth Soccer Park Advance Reservation Policy time** from ten days to two days and **allow Friday games** and **authorize** the City Manager to adjust guidelines as needed.

5A. As a Special Order of Business, the Council proceeded with the interviews and appointment of one applicant to fill the vacancy on the **Civil Service Commission** for the **full term ending June 30, 2018**. The City Clerk reviewed the interview process and the following applicants were then interviewed by the Council in the following random order: Pat Staffelbach, Sherl Chambliss and ArLyne Diamond, Ph.D. The City Attorney answered Council questions. **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **appoint Pat Staffelbach** to the Civil Service Commission for the full term ending June 30, 2018.

5B. Also as a Special Order of Business, the Council proceeded with the appointment of one applicant to fill the vacancy on the **Parks and Recreation Commission** for the **full term ending June 30, 2018**. Earlier in the evening, in the lobby area adjacent to the City Clerk's Office, the Council interviewed the following applicants: Armando E. Carajal, Sudhanshu Jain, Andrew Knaack and Beverly Silva. Following Council comments, **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **appoint Andrew Knaack** to the Parks and Recreation Commission for the full term ending June 30, 2018.

5C. Also as a Special Order of Business, the Council proceeded with the **recognition** of the **outgoing Commissioners**, as follows: Beverly Lynne Silva of the Civil Service Commission, Dave Leon of the Cultural Commission and Raymond G. Gamma of the Parks and Recreation Commission. The Mayor presented certificates of appreciation and photographs were taken.

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5D. Also as a Special Order of Business, the Council proceeded with the promotion of the **Silicon Valley Barbeque (BBQ) Championship** to be held **June 27-28, 2014** in **Central Park**. Lou Ann Alexander, President of the Rotary Club of Santa Clara, and Joe Sweeny, Chair of the event, addressed the Council inviting the community to the BBQ. Council comments were made.

5E. Also a Special Order of Business, the Council proceeded with the **Joint Public Hearing** of the City Council (Council), City Council acting as the Governing Board of the Successor Agency for the former Redevelopment Agency of the City of Santa Clara (Successor Agency), Sports and Open Space Authority (SOSA), and Housing Authority to consider the **Annual Budget** for **Fiscal Year 2014-15**. The Director of Finance reviewed his memo (06/03/14) and made an electronic presentation highlighting the annual budget, including any changes since the May Study Session. With no public comment, **MOTION** was made by O'Neill, seconded and unanimously carried, that the Council/SOSA/Housing Authority **close** the public hearing. The Director of Finance then answered Council/SOSA/Housing Authority questions.

5E.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **approve** the **City of Santa Clara Proposed 2014-15 total budget**, including the Operating Budget of $597,634,032, the General Fund Budget of $164,777,000 and CIP Budget of $62,823,957 (including the adjustments as noted in the 2014-15 Summary of Changes to Proposed Budget).

5E.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **approve** the **Sports and Open Space Authority Proposed 2014-15 total budget** of $4,244,443.

5E.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **approve** the **Successor Agency to the Redevelopment Agency of the City of Santa Clara Proposed 2014-15 total budget** of $19,045,842.

5E.4 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **approve** the **Housing Authority Proposed 2014-15 total budget** of $210,589; expenditures are limited only to support administrative loan monitoring costs.

5E.5 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **approve** the disposition of $20,967.57 from the **Give A Little...Help A Lot community donation campaign**.

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5E.6 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **approve** the use of $113,800 for police activities and programs from the **Asset Seizure Trust Fund**.

5E.7 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **adopt Resolution No. 14-8141** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA ESTABLISHING FISCAL YEAR 2014-15 APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA STATE CONSTITUTION AS IMPLEMENTED BY TITLE 1, DIVISION 9 (ENTITLED "EXPENDITURE LIMITATIONS" - SECTION 7900 ET SEQ.) OF THE CALIFORNIA GOVERNMENT CODE" which establishes the **Appropriation Limit** for 2014-15 of $341,156,650.

By consensus, the Council also referred to the City Manager the Business License Tax Delinquency fee for review and to return to Council with a report at a future meeting.

7A.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Human Resources' memo (05/15/14), the Council **approve** the **revised job description** for **Fire Marshall**.

7A.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Human Resources' memo (05/27/14), the Council **approve** the **revised job description** for **Building Official**.

7A.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (06/10/14), the Council **adopt Resolution No. 14-8142** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REPEALING CERTAIN PARKING REGULATIONS ON VINCENT DRIVE" which **repeals Resolution No. 5768, Section 1**, which established a **handicapped zone** in front of **3323 Vincent Drive**.

7A.4 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Senior Staff Aide's memo (05/27/14), the Council **approve** and authorize the publication of the **July 2014** ***Mission City SCENES***.

7A.5 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the City Manager's memo (05/19/14), the Council **note and file** the **Departmental Activity Report** for the month of **March 2014**.

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7A.6 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Parks and Recreation's memo (05/14/14), the Council **accept** a **donation** from Lois and Stephen Smallwood, in the amount of $100, for the **Roberta Jones Junior Theatre program** and **authorize** the transmittal of a letter of appreciation signed by the Mayor and City Manager.

7A.7 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Human Resources' memo (05/15/14), the Council **approve** the **revised job description** for **Executive Assistant to Mayor and City Council**.

7A.8 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Parks and Recreation's memo (05/21/14), the Council **adopt Resolution No. 14-8143** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, DECLARING A TEMPORARY RESTRICTION AND CONTROL OF ANIMALS AT THE SANTA CLARA ALL-CITY PICNIC AND SANTA CLARA JULY 4TH FIREWORKS SHOW ON JULY 4, 2014" which declares a **temporary restriction** and **control of animals** at the **Santa Clara All-City Picnic** and **Santa Clara Fireworks Show** to be held **July 4, 2014** at **Central Park**.

7A.9 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Parks and Recreation's memo (05/21/14), the Council **adopt Resolution No. 14-8144** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, DECLARING A TEMPORARY RESTRICTION AND CONTROL OF ANIMALS AT THE SILICON VALLEY BARBEQUE CHAMPIONSHIPS ON JUNE 27 & 28, 2014" which declares the **temporary restriction** and **control of animals** at the **Silicon Valley Barbeque (BBQ) Championships** to be held **June 27-28, 2014** at **Central Park**.

7A.10 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Parks and Recreation's memo (05/21/14), the Council **adopt Resolution No. 14-8145** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, DECLARING A TEMPORARY RESTRICTION AND CONTROL OF ANIMALS AT THE SANTA CLARA ART AND WINE FESTIVAL ON SEPTEMBER 13 & 14,2014" which declares a **temporary restriction** and **control of animals** at the **Santa Clara Art and Wine Festival** to be held **September 13-14, 2014** at **Central Park**.

7A.12 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (05/28/14), the Council **approve** the **Public Benefit Programs** outlined in the **Public Benefits Program Proposal** for **Fiscal Year 2014-2015 through Fiscal Year 2018-2019**, in an amount not to exceed $12,310,184 for Fiscal Year 2014-2015, and **authorize** the City Manager to make programmatic changes as necessary during the program period.

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7A.13 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (06/05/14), the Council **authorize** Council Members Davis, Kolstad and Mahan to attend the **American Public Power Association (APPA) National Conference**, in an amount not to exceed $9,000, June 14-18, 2014 in Denver, Colorado.

7B.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (05/28/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Intertie Energy Market Solutions, LLC**, in an amount not to exceed $220,100, for **front, middle and back office system reporting support** for the Electric Power Trading Division.

7B.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (06/10/14), the Council **approve**, and authorize the City Manager to execute, a **Professional Services Agreement** between the **Northern California Power Agency (NCPA)** and the **Cities of Alameda, Palo Alto, and Santa Clara** [the Bay Area Municipal Transmission (BAMx) Service Agreement], in an amount not to exceed $521,512.50, for transmission services.

7B.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (05/30/14), the Council **approve**, and authorize the City Manager to execute, **Call No. 14-1** for **Professional Services** with **MTH Engineers, Inc.**, in an amount not to exceed $62,430, for preliminary engineering and fixture selection for the **El Camino Real Street Lighting Improvement Project**.

7B.4 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (05/15/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Fairway Painting, Inc.**, in a total not to exceed amount of $450,000, for **painting and sealing services** at the **Santa Clara Convention Center Complex (Maintenance Assessment District #183)**.

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7B.5 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Parks and Recreation's memo (05/22/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Waterproofing Associates, Inc.**, in an amount not to exceed $114,392, for the **Youth Activity Center gymnasium roof repair** and **authorize** the City Manager to make minor, non-substantive modifications, as necessary.

7B.6 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Electric Utility's memo (05/28/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **UniFirst Corporation**, in an amount not to exceed $150,000, to provide **flash resistant clothing rental services** for the Electric Department employees.

7B.7 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Information Technology (05/19/14), the Council **approve**, and authorize the City Manager to execute, **Amendment No. 1** to the **Agreement** with **Stewart Training Services**, in an amount not to exceed $175,000, for **technology training and support services**.

7B.8 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the City Librarian (05/29/14), the Council **approve**, and authorize the City Manager to execute, an **Agreement for the Performance of Services** with **Thermal Mechanical**, in an amount not to exceed $445,000, for the **replacement** of the **Central Park Library Air Handler Units 2, 3 and 4** and **authorize** the City Manager to make minor non-substantive modifications, if needed.

7B.9 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Information Technology's memo (05/19/14), the Council **approve**, and authorize the City Manager to execute, **Amendment No. 1** to the **Agreement for the Performance of Services** with **Arini Geographics, LLC**, in an amount not to exceed $600,000, for **Enterprise Geographic Information Systems (GIS) consulting services**.

7D.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Planning and Inspection's memo (05/13/14), the Council **note and file** the **Minutes** of the **Planning Commission** for the meeting of **March 12, 2014**.

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7D.2 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **note and file** the **Minutes** of the **Youth Commission** for the meeting of **March 11, 2014**.

7D.3 **MOTION** was made by Gillmor, seconded and unanimously carried, that the Council **note and file** the **Minutes** of the **Youth Commission** for the meeting of **February 11, 2014**.

7E.1 **MOTION** was made by Gillmor, seconded and unanimously carried, that, per the Director of Planning and Inspections' memo (06/03/14), the Council **approve (retroactive)** the **Special Permit** request submitted by **Michael Sammut**, **Unica Party Rentals** to allow a temporary 30 by 30 square foot tent on an existing parking garage at **3975 Freedom Circle** on May 7, 2014 (PLN2014-10375).

8A. PUBLIC HEARING: The Mayor declared the hearing open for consideration of the **Santa Clara Square Project - 2620-2790, 2425, 2465 and 2475 Augustine Drive**, including adoption of a Resolution approving Addendum No. 2 to the Augustine-Bowers Office Park Environmental Impact Report (EIR); adoption of a Resolution approving General Plan Amendment No. 80 from High Intensity Office/R&D to Community Commercial [Retail Center] and Light Industrial to High Intensity Office/R&D [Office Phase II and III]; adoption of a Resolution rezoning from Planned Development (PD) to Planned Development (PD) [Retail Center] and from Light Industrial (ML) to Commercial Park (CP) [Office Phase II & III] to allow the construction of up to 1,243,300 square feet of office space and up to 125,000 square feet of retail space for a total (inclusive of Office Phase I) of up to 2,000,100 square feet of development, subject to conditions; adoption of a Resolution approving the Vesting Tentative Parcel Map to remove existing lot lines on the 13.8 acre Retail Center portion of the project site, subject to conditions; pass to print an Ordinance to approve the Second Amendment to the Development Agreement with The Irvine Company LLC, 2525 Augustine Drive LLC, and 3255 Scott Boulevard LLC; and refer the project design, including the sign program, to the Director of Planning and Inspection for review and approval for the Retail Center and to the Architectural Committee for Office Phases II and III (PLN2014-10256, PLN2014-10257, PLN2014-10258, PLN2014-10259, PLN2014-10260, PLN2014-10381, CEQ2014-01172). The Director of Planning and Inspection reviewed his memo (06/03/14) and made an electronic presentation regarding the proposed project and the City Manager made general comments and he and the Director of Planning and Inspection answered Council questions. Carlene Matchniff and Steven Kellenberg, representing The Irvine Company, addressed the Council and also made an electronic presentation regarding the proposed project. Ms. Matchniff, Mr. Kellenberg, the

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Director of Planning and Inspection and the City Manager then answered Council questions. The following people addressed the Council with comments of concern: Erik Foraker, Linda LeZotte and Donna Blitzer. Sarah Doty addressed the Council with general comments. Steve Van Dorn, Santa Clara Chamber of Commerce and Convention-Visitors Bureau (SCCC-CVB) addressed the Council with comments in favor of the proposed project. With no further public comment, **MOTION** was made by Mahan, seconded and unanimously carried that the Council **close** the public hearing. Further Council questions were answered by the City Manager, the Director of Planning and Inspection and Hans Lee, The Irvine Company. **MOTION** was then made by Mahan, seconded and unanimously carried, that the Council **adopt Resolution No. 14-8147** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING THE ADDENDUM NO. 2 TO THE AUGUSTINE-BOWERS OFFICE PARK ENVIRONMENTAL IMPACT REPORT FOR THE SANTA CLARA SQUARE PROJECT LOCATED AT 2620-2790, 2425, 2465 AND 2475 AUGUSTINE DRIVE (INCLUDING PROPERTIES ON BOWERS AVENUE AND SCOTT BOULEVARD), SANTA CLARA" which approves **Addendum No. 2** to the **Augustine-Bowers Office Park Environmental Impact Report (EIR)**; **adopt Resolution No. 14-8148** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT #80 FOR THE PROPERTIES LOCATED AT 2620-2790, 2425, 2465 and 2475 AUGUSTINE DRIVE (INCLUDING PROPERTIES ON BOWERS AVENUE AND SCOTT BOULEVARD), SANTA CLARA" which approves **General Plan Amendment No. 80** from High Intensity Office/R&D to Community Commercial [Retail Center] and Light Industrial to High Intensity Office/R&D [Office Phase II and III]; **adopt Resolution No. 14-8149** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REZONING THE PROPERTIES LOCATED AT 2620-2790, 2425, 2465 AND 2475 AUGUSTINE DRIVE (INCLUDING PROPERTIES ON BOWERS AVENUE AND SCOTT BOULEVARD), SANTA CLARA FROM PLANNED DEVELOPMENT (PD) TO PLANNED DEVELOPMENT (PD) [RETAIL CENTER] AND FROM LIGHT INDUSTRIAL (ML) TO COMMERCIAL PARK (CP) [OFFICE PHASE II & III]" which rezones the property from Planned Development (PD) to Planned Development (PD) [Retail Center] and from Light Industrial (ML) to Commercial Park (CP) [Office Phase II & III] to allow the construction of up to 1,243,300 square feet of office space and up to 125,000 square feet of retail space for a total (inclusive of Office Phase I) of up to 2,000,100 square feet of development, subject to conditions; **adopt Resolution No. 14-8150** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING THE VESTING TENTATIVE PARCEL MAP FOR THE PROPERTY LOCATED AT 2620-2790 AUGUSTINE DRIVE (INCLUDING PROPERTIES ON BOWERS AVENUE AND SCOTT BOULEVARD), SANTA CLARA" which approves the **Vesting Tentative Parcel Map** to remove existing lot lines on the 13.8 acre Retail Center portion of the project site, subject to conditions; **pass to print Ordinance No. 1927** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT

AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE IRVINE COMPANY LLC; 2525 AUGUSTINE DRIVE LLC; AND 3255 SCOTT BOULEVARD LLC FOR THE PROPERTIES LOCATED AT 2620-2790, 2425, 2465 and 2475 AUGUSTINE DRIVE (INCLUDING PROPERTIES ON BOWERS AVENUE AND SCOTT BOULEVARD), SANTA CLARA" which approves the **Second Amendment** to the **Development Agreement** with **The Irvine Company LLC**, **2525 Augustine Drive LLC**, and **3255 Scott Boulevard LLC**; and **refer** the project design, including the sign program, to the Director of Planning and Inspection for review and approval for the Retail Center and to the Architectural Committee for Office Phases II and III (PLN2014-10256, PLN2014-10257, PLN2014-10258, PLN2014-10259, PLN2014-10260, PLN2014-10381, CEQ2014-01172).

MOTION was made by Davis, seconded and unanimously carried (Gillmor absent), that the Council **excuse** Council Member Gillmor for the remainder of the meeting.

8B. PUBLIC HEARING: The Mayor declared the hearing open for consideration of the adoption of a Resolution **overruling any other protests** and ordering that the **alternative method for the levy of special benefit assessment** be made applicable to the **Santa Clara Convention Center Complex Maintenance District No. 183** and approving, confirming, and adopting the Director's Report for Fiscal Year 2014-15. The Director of Public Works/City Engineer reviewed his memo (05/27/14). With no public comment, **MOTION** was made by Marsalli, seconded and unanimously carried (Gillmor absent), that the Council **close** the public hearing. **MOTION** was then made by Mahan, seconded and unanimously carried (Gillmor absent), that the Council **adopt Resolution No. 14-8151** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, OVERRULING ANY OTHER PROTESTS AND ORDERING THAT ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO THE SANTA CLARA CONVENTION CENTER COMPLEX MAINTENANCE DISTRICT NO. 183, AND APPROVING, CONFIRMING AND ADOPTING DIRECTOR'S REPORT FOR FISCAL YEAR 2014-15" which **overrules any other protests** and **orders** that the **alternative method** for the **levy of special benefit assessment** be made applicable to the **Santa Clara Convention Center Complex Maintenance District No. 183** and approves, confirms, and adopts the **Director's Report for Fiscal Year 2014-15**.

8C. PUBLIC HEARING: The Mayor declared the hearing open for consideration of the adoption of a Resolution **overruling protests** and ordering that the **alternative method for the levy of benefit assessment** be made applicable to the **City of Santa Clara Parking Maintenance District No. 122 (Franklin Square)** and approving, confirming, and adopting the Director's Report for Fiscal Year 2014-15. With no public comment, **MOTION** was made by Mahan, seconded and unanimously carried (Gillmor absent), that the

Council **close** the public hearing. **MOTION** was then made by Mahan, seconded and unanimously carried (Gillmor absent), that, per the Director of Public Works/City Engineer's memo (05/27/14), the Council **adopt Resolution No. 14-8152** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, OVERRULING PROTESTS AND ORDERING THAT ALTERNATIVE METHOD FOR THE LEVY OF BENEFIT ASSESSMENT BE MADE APPLICABLE TO CITY OF SANTA CLARA PARKING MAINTENANCE DISTRICT NO. 122 AND APPROVING, CONFIRMING AND ADOPTING DIRECTOR'S REPORT FOR FISCAL YEAR 2014-15" which **overrules protests** and **orders** that the **alternative method for the levy of benefit assessment** be made applicable to the **City of Santa Clara Parking Maintenance District No. 122 (Franklin Square)** and approves, confirms, and adopts the **Director's Report for Fiscal Year 2014-15**.

9A. **MOTION** was made by Davis, seconded and unanimously carried with Matthews abstaining (owns property within 500 feet of the subject streets)(Gillmor absent), that, per the Director of Public Works/City Engineer's memo (05/27/14), the Council **award a contract** for the **Santa Clara Various Streets and Roads Preservation Project for Benton Street, Los Padres Boulevard, and Lincoln Street** to **Granite Construction Company**, in the amount of $1,689,382.80, and **authorize** the City Manager to execute change orders up to approximately 10% of the original contract price, or $169,000, for a total not to exceed amount of $1,858,382.80.

10A. **MOTION** was made by Mahan, seconded and unanimously carried (Gillmor absent), that the Council **refer** to the City Manager the recommendation contained within the **Minutes** for the **Senior Advisory Commission** for the meeting of **March 24, 2014** for the for the Senior Center to advertise and promote speakers of interest to the senior community before the monthly Commission meetings and **note and file** the Minutes.

10B. **MOTION** was made by Davis, seconded and unanimously carried (Gillmor absent), that the Council **approve** the recommendation contained within the **Minutes** of the **Civil Service Commission** for the meeting of **May 12, 2014** to approve the modified job specification for Staff Analyst II and to **note and file** the Minutes.

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11. 7A.11 **MOTION** was made by Davis, seconded and unanimously carried (Gillmor absent), that the Council **adopt Ordinance No. 1926** entitled, "AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, AMENDING CHAPTER 5.35 (TAXICABS) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA TO ENSURE THAT PEDICABS ARE REGULATED LIKE TAXICABS" which amends **Chapter 5.35 (Taxicabs)** of **Title 5 (Business Licenses and Regulations)** of the **City Code** to ensure that pedicabs are regulated like taxicabs.

11. 7A.14 The Council proceeded to consider the adoption of a Resolution committing $5.83 million to affordable housing purposes to secure a matching commitment of former Redevelopment Housing funds, in the amount of $8.14 million, from the County of Santa Clara. The Director of Planning and Inspection reviewed his memo (06/05/14). Kirk Vartan addressed the Council with comments of concern and with questions. In turn, the City Manager answered Mr. Vartan's questions. **MOTION** was made by Mahan, seconded and unanimously carried (Gillmor absent), that the Council **adopt Resolution No. 14-8146** entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA COMMITTING $5.83 MILLION TO AFFORDABLE HOUSING PURPOSES TO SECURE A MATCHING COMMITMENT OF $8.14 MILLION OF FORMER REDEVELOPMENT HOUSING FUNDS FROM THE COUNTY OF SANTA CLARA" which **commits** $5.83 million to **affordable housing purposes** to secure a matching commitment of **former Redevelopment Housing funds**, in the amount of $8.14 million, from the County of Santa Clara.

11. 7C.1 The Council proceeded to consider the Informational Memo regarding the status update of 166 Saratoga Project - Bayto Townhomes. Kirk Vartan and Sarah Doty addressed the Council with general comments. The City Manager then answered Council questions. **MOTION** was made by Davis, seconded and unanimously carried (Gillmor absent), that, per the Director of Planning and Inspection's memo (06/02/14), the Council **note and file** the Informational Memo regarding the **status update** of **166 Saratoga Project - Bayto Townhomes**. By consensus, the Council referred the availability of the property to the City Manager for review.

12. Under Public Presentations, Jan Hintermeister addressed the Council with comments of concern regarding the Ulistac Natural Area.

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13A. The Council proceeded to consider the acceptance and appropriation of a **donation** from the **South of Forest Neighborhood Association (SOFNA)**, in the amount of $2,448.64, for the proposed improvement to the **Parkway Park pathway**. Michelle Purviance addressed the Council with comments of gratitude. **MOTION** was made by Mahan, seconded and unanimously carried (Gillmor absent), that, per the Director of Parks and Recreation's memo (06/10/14), the Council **approve** and accept a donation of $2,448.64 from SOFNA (account 532-1132-59650-3001); **approve** the appropriation of $2,448.64 for the proposed improvement to Parkway Park pathway (account 532-1132-80300-3001); and **authorize** the transmittal of a letter of appreciation signed by the Mayor and City Manager.

13B. The Council proceeded to consider the approval to transfer funds, in the amount of $5,000, to **The Alameda (Mission Street - Hilmar Street) Parking Improvements Project** and approval of Change Order No. 1 with Wattis Construction Company, for a net increase of $36,111.83, to allow construction of additional Water facilities and installation of planting soil in the project area (CE 12-13-07). **MOTION** was made by Mahan, seconded and unanimously carried (Gillmor absent), that, per the Director of Public Works/City Engineer and Director of Water and Sewer Utilities' memo (05/05/14), the Council **approve** an increase in funding for The Alameda (Mission Street – Hilmar Street) Parking Improvements Project (CE 12-13-07), in the amount of $5,000.00 and **authorize** the City Manager to execute **Change Order No. 1** with **Wattis Construction Company** for a net increase of $36,111.83 for The Alameda (Mission Street – Hilmar Street) Parking Improvements Project (CE 12-13-07) to allow construction of additional Water facilities and installation of planting soil in the area of the Project.

13C. The Council proceeded to consider the approval of an additional appropriation, in the amount of $71,000, to the **Zoning Code Update Project** and approval of a **Professional Services Agreement** with **Pacific Municipal Consultants (PMC)**, in an amount not to exceed $159,980, to prepare a zoning code update. **MOTION** was made by Davis, seconded and unanimously carried (Gillmor absent), that, per the Director of Planning and Inspections' memo (05/21/14), the Council **approve** additional appropriations, in the amount of $71,000.00, to the Zoning Code Update Project account (539-5532-80100-6520) funded by a transfer from the Building Inspection Reserve account (account 063-44465); and **approve**, and authorize the City Manager to execute, a **Professional Services Agreement** with **Pacific Municipal Consultants (PMC)** to prepare a Zoning Code Update at a total cost not to exceed $159,980.00.

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14A. **MOTION** was made by Kolstad, seconded and unanimously carried (Gillmor absent), that the Council **approve** the **bills and claims** and **Progress Payments**.

15A. Under Reports of Councilors and Special Council Committees, Council Member O'Neill reported that the First Friday event at the Triton Museum was well attended the previous week.

Council Member Davis and the Director of Information Technology reported on their attendance at the Silicon Valley Talent Partnership Commendation Day earlier that day. The marketing and branding study that the City worked on with the Harvard Business School Community Partners was recognized by the City of San Jose Mayor and Council.

17A. The City Attorney reported that at the conclusion of the meeting, the Council would continue the Closed Session that began earlier in the evening in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representative: Julio J. Fuentes, 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); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-038, 104-03-039, 104-030-040, 104-43-50, 104-55-16 and 104-43-049; Negotiating Party(ies): Larry MacNeil and Jim Mercurio, The San Francisco 49ers; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Parking Rights Agreement; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 097-01-039, 097-01-073, 104-01-102 and 104-03-036; Negotiating Party(ies): William A. Witte, President, Related California; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, 104-03-038, 104-03-039 and 104-03-040; Negotiating Party(ies): Kurt Wittek, Montana Property Group, LLC; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real

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Property (provisions, price and terms of payment); Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 224-28-035; Negotiating Party(ies): Don Jessup, Silicon Valley Associates; City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(a); D.E. Restaurant, Inc. and D.E. II Restaurants, Inc. v. City of Santa Clara, et al.; Santa Clara County Superior Court Case No. 114CV264438; Conference with Legal Counsel - Anticipated Litigation pursuant to Government Code Section 54956.9; Potential exposure to litigation: 1 potential case; and City Council/Governing Board of the Successor Agency to the City of Santa Clara Redevelopment Agency Conference with Legal Counsel - Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.;* Sacramento County Superior Court Case No. 34-2013-80001396 and that there was no reportable action.

17B. **MOTION** was made by Davis, seconded and unanimously carried (Gillmor absent) that, per the City Attorney's memo (06/05/14), the Council **set June 24, 2014** at 6:00 pm for a Closed Session in the Council Conference Room for a Conference with Legal Counsel-Existing Litigation pursuant to Government Code Section 54956.9(a); *Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al.*, Sacramento County Superior Court Case No. 34-2013-80001396.

18A. **MOTION** was made by Davis, seconded and unanimously carried (Gillmor absent), that, there being no further business, the Council adjourn the meeting at 10:12 pm, to Tuesday evening, **June 24, 2014** at 6:00 pm for a Closed Session in the Council Conference Room and at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers. The Council then met to continue the Closed Session as agendized in the Council Conference Room and reconvened in the Council Chambers at 10:48 pm. The City Attorney stated that there was no reportable action. The meeting stood adjourned.

ATTEST: _____
City Clerk

APPROVE: _____
Mayor

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Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5A

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Information

From: Director of Electric Utility

Subject: Presentation of City of Santa Clara/Silicon Valley Power Scholarship Awards

In November, 2005, Council approved the implementation of a program called the "City of Santa Clara Silicon Valley Power Scholarship Program." The program was designed to provide tuition and technical grants and an internship to students with a goal of entering a field related to energy services, public power, and/or the power industry. To qualify, a student must be a resident of Santa Clara. Course work must be taken at an accredited two- or four-year college or university, or at a technical school that is fully licensed or accredited by an agency recognized by the U.S. Department of Education. Applicants are evaluated by members of the local academic and business community on various criteria, including academic achievements, community involvement and artistic or athletic achievements.

Since its inception, 43 students have participated in the Scholarship/Technical Grant Program. Including this year's recipients, a total of $147,000 has been awarded in scholarship/ grant funds.

For 2014, evaluators selected from local post-graduate institutions awarded $5,000 scholarships to two (2) deserving students for their university education:

- Carrie Gong, recently graduated from Santa Clara High School and will be attending either San Jose State University or Cal Poly Pomona in the fall.
- Kawal Preet, who also received a scholarship last year and is currently attending Santa Clara University.

Both of these students demonstrated an interest in pursuing a degree or professional development in a field related to energy services, public power, and/or the power industry, and also provided impressive portfolios of academic accomplishment and glowing support by their schools and community members.

The Mayor, City Manager and Director of Electric Utility will be making an award presentation to these recipients at the July 15, 2014 City Council meeting.

APPROVED:

John C. Roukema
Director of Electric Utility

Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5B

Date: June 30, 2014

To: City Manager for Council Information

From: City Clerk/City Auditor

Subject: Special Order of Business – Presentation by Dr. Thomas Shanks regarding the Campaign Ethics Program and Council of Trust

The City's General Election will be held November 4, 2014. May 1, 2014 was the beginning of the election cycle and the first date that candidates could receive and expend campaign contributions and actively start the political campaign process.

The City's Ethics Consultant, Dr. Thomas Shanks, will make a presentation regarding fostering public trust and encouraging honest campaigns. This will include a review of the Council of Trust and the City's Code of Ethics and Values with a special focus on candidate behavior and public expectations.

With the recommendation of the City's Ethics Committee and the support of the City Council, the City of Santa Clara will continue its campaign ethics and public trust program for the eighth consecutive election cycle. In August, the City will conduct a workshop for all candidates, volunteers and others on conducting ethical campaigns and will offer related on-going support and problem-solving techniques during the campaign. This will also be the sixth consecutive election cycle in which the City has offered a component of the program geared towards citizens, the Vote Ethics public outreach campaign.

Rod Diridon, Jr.
City Clerk/City Auditor

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***Council of Trust***
2) ***Candidate Version of the Code of Ethics and Values***
3) ***State's Code of Fair Campaign Practices***

City of Santa Clara
ETHICS & VALUES PROGRAM

1500 Warburton Avenue • Santa Clara, CA 95050

VOTE ETHICS

THE COUNCIL OF TRUST 2014

GOOD GOVERNMENT AT OUR BEST EVERY DAY

Giving voice to Santa Clara's Core Values at this pivotal moment in the City's history, the City Council has adopted this vision for Campaign 2014. The Council reaffirms its commitment to *Good Government Guiding Principles* and *Council of Trust Norms and Best Practices*, revised for Emerging Santa Clara.

GOOD GOVERNMENT GUIDING PRINCIPLES

We foster public trust when our decisions:

1. Honor the letter and the spirit of the law.
2. Do the greatest good and the least harm.
3. Treat everyone equitably and with respect.
4. Fulfill our duties and protect individuals' rights.
5. Advance the community's best interests and give voice to the City's *Core Values.*

City of Santa Clara
Good Government At Our Best Every Day

ETHICAL · PROFESSIONAL · SERVICE-ORIENTED · FISCALLY RESPONSIBLE · ORGANIZED · COMMUNICATIVE · COLLABORATIVE · PROGRESSIVE

COUNCIL VISION FOR CAMPAIGN 2014

As a Council of Trust, we pledge to conduct and support campaigns which increase public trust in Santa Clara's government. We will work individually and as a Council to foster honorable campaigns, trustworthy leadership, and increased participation by an informed public who holds candidates positively accountable for keeping their public promises to conduct honest and fair campaigns.

COUNCIL OF TRUST NORMS AND BEST PRACTICES

These norms and best practices guide the Council of Trust during an election:

1. HONOR THE LETTER AND SPIRIT OF THE LAW

- Look at the law and also at *the right thing to do.*
- Hold yourself and each other to the higher standard.
- Avoid the impression of representing the City, overstating our contributions or authority.
- Arrive at ground rules with your opponents beforehand, if at all possible.
- Have something written stand the test of time.

2. TREAT EVERYONE EQUITABLY & WITH RESPECT

- Assume all are here for service of the City.
- Avoid finger-pointing.
- Don't jump to conclusions.
- Practice the Golden Rule. Treat others as you want to be treated when you are at your best.
- Maintain a sense of humor.

3. DO THE GREATEST GOOD...

- Don't assume you know someone else's motive.
- Wait. Get facts. Discuss.
- Talk to each other. Go directly to the other person.
- Appoint and empower a "staff conscience" to help when time is short and you are stressed.
- Take the responsibility of the office seriously. Don't take yourself too seriously.

4. ...AND THE LEAST HARM

- Think strategically. Educate.
- Rely on facts and interpret them as fairly as you can.
- Make clear to all your workers and third parties how you are running your campaign and what you will do if anyone unfairly attacks an opponent.
- Do everything possible to reduce the damage to public trust after unfair third party attacks.

5. FULFILL DUTIES/PROTECT PEOPLE'S RIGHTS

- Separate role as Council Member from role as candidate. Honor your role as a Council Member. Act as a member of the Council Team.
- Tell the truth. Don't mislead.
- Respect the process. Respect City resources.
- Communicate your ethics clearly ahead of time to your staff and workers.

6. ACT ONLY IN THE COMMUNITY'S BEST INTERESTS

- Honor the common good. Represent community.
- Communicate consistently that ethics is up front in this campaign. Explain ethics reasons for decisions.
- Ask the ethics questions by habit. Use the decision-making tool and especially ask "How does this decision build public trust?"
- Set a high standard for what you expect to see when you look at yourself in the mirror at the end of the day.

City of Santa Clara, CA
Code of Ethics and Values

PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. **As a Representative of the City of Santa Clara, I will be *ethical.***

   In practice, this value looks like:

   a.) I am trustworthy, acting with the utmost integrity and moral courage.

   b.) I am truthful, do what I say I will do, and am dependable.

   c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.

   d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.

   e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.

   f.) I show respect for persons, confidences, and information designated as "confidential."

   g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. **As a Representative of the City of Santa Clara, I will be *professional.***

   In practice, this value looks like:

   a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.

   b.) I approach my job and work-related relationships with a positive attitude.

   c.) I keep my professional knowledge and skills current and growing.

3. **As a Representative of the City of Santa Clara, I will be *service-oriented.***

   In practice, this value looks like:

   a.) I provide friendly, receptive, courteous service to everyone.

   b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.

   c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. **As a Representative of the City of Santa Clara, I will be *fiscally responsible***
   In practice, this value looks like:
   a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
   b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
   c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. **As a Representative of the City of Santa Clara, I will be *organized.***
   In practice, this value looks like:
   a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
   b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
   c.) I am respectful of established City processes and guidelines.

6. **As a Representative of the City of Santa Clara, I will be *communicative.***
   In practice, this value looks like:
   a.) I convey the City's care for and commitment to its citizens.
   b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
   c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. **As a Representative of the City of Santa Clara, I will be *collaborative.***
   In practice, this value looks like:
   a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
   b.) I work towards consensus building and gain value from diverse opinions.
   c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
   d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. **As a Representative of the City of Santa Clara, I will be *progressive.***
   In practice, this value looks like:
   a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
   b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
   c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

*Signature*_____ *Printed Name* _____ *Date*_____

*Date of Election*_____

CODE OF FAIR CAMPAIGN PRACTICES

There are basic principles of decency, honesty, and fair play which every candidate for public office in the State of California has a moral obligation to observe and uphold in order that, after vigorously contested but fairly conducted campaigns, our citizens may exercise their constitutional right to a free and untrammeled choice and the will of the people may be fully and clearly expressed on the issues.

THEREFORE:

(1) **I SHALL CONDUCT** my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing without fear or favor the record and policies of my opponents or political parties that merit this criticism.

(2) **I SHALL NOT USE OR PERMIT** the use of character defamation, whispering campaigns, libel, slander, or scurrilous attacks on any candidate or his or her personal or family life.

(3) **I SHALL NOT USE OR PERMIT** any appeal to negative prejudice based on a candidate's actual or perceived race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, sex, including gender identity, or any other characteristic set forth in Section 12940 of the Government Code, or association with another person who has any of the actual or perceived characteristics set forth in Section 12940 of the Government Code.

(4) **I SHALL NOT USE OR PERMIT** any dishonest or unethical practice that tends to corrupt or undermine our American system of free elections, or that hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting.

(5) **I SHALL NOT** coerce election help or campaign contributions for myself or for any other candidate from my employees.

(6) **I SHALL IMMEDIATELY AND PUBLICLY REPUDIATE** support deriving from any individual or group that resorts, on behalf of my candidacy or in opposition to that of my opponent, to the methods and tactics that I condemn. I shall accept responsibility to take firm action against any subordinate who violates any provision of this code or the laws governing elections.

(7) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process.

I, the undersigned, candidate for election to public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby voluntarily endorse, subscribe to, and solemnly pledge myself to conduct my campaign in accordance with the above principles and practices.

_____

Signature Date

_____

Printed Name

_____

Date of Election

CODE OF FAIR CAMPAIGN PRACTICES

(Division 20, Chapter 5, Elections Code.)

Chapter 5. Fair Campaign Practices

Article 1. General Intent

20400. The Legislature hereby declares that the purpose of this chapter is to encourage every candidate for public office in this state to subscribe to the Code of Fair Campaign Practices.

It is the ultimate intent of the Legislature that every candidate for public office in this state who subscribes to the Code of Fair Campaign Practices will follow the basic principles of decency, honesty, and fair play in order that, after vigorously contested, but fairly conducted campaigns, the citizens of this state may exercise their constitutional right to vote, free from dishonest and unethical practices which tend to prevent the full and free expression of the will of the voters.

The purpose in creating the Code of Fair Campaign Practices is to give voters guidelines in determining fair play and to encourage candidates to discuss issues instead of untruths or distortions.

Article 2. Definitions

20420. As used in this Chapter, "Code" means the Code of Fair Campaign Practices.

Article 3. Code of Fair Campaign Practices

20440. At the time an individual is issued his or her declaration of candidacy, nomination papers, or any other paper evidencing an intention to be a candidate for public office, the elections official shall give the individual a blank form of the code and a copy of this chapter. The elections official shall inform each candidate for public office that subscription to the code is voluntary.

In the case of a committee making an independent expenditure, as defined in Section 82031 of the Government Code, the Secretary of State shall provide a blank form and a copy of this chapter to the individual filing, in accordance with Title 9 (commencing with § 81000) of the Government Code, an initial campaign statement on behalf of the committee.

The text of the Code shall read, as follows: **(See "CODE OF FAIR CAMPAIGN PRACTICES" on reverse side).**

20442. The elections official shall accept, at all times prior to the election, all completed forms which are properly subscribed to by a candidate for public office and shall retain them for public inspection until 30 days after the election.

20443. Every code subscribed to by a candidate for public office pursuant to this chapter is a public record open for public inspection.

20444. In no event shall a candidate for public office be required to subscribe to or endorse the code.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 5C

Date: July 1, 2014

To: Mayor and Council for Action

From: City Manager

Subject: Special Order of Business: Adopt the City of Santa Clara Strategic Plan for 2013-2015, and the Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014 with monthly updates to Council; and Schedule the Six-Month Strategic Planning Retreat on January 9, 2015 from 8 a.m. to 3 p.m. to be held at the Santa Clara Convention Center, 5001 Great America Parkway, Santa Clara

EXECUTIVE SUMMARY:

A City Council Goal Setting Program was held on June 30, 2014 at the Santa Clara Convention Center to develop the next six-month strategic objectives for the Santa Clara Strategic Plan for 2013-2015. The one-day goal setting session was facilitated by consultant Marilyn Snider of Snider and Associates with the full Council and Executive Management Team members. The Council heard suggestions from the public on potential Council goals.

The one-day strategic planning retreat included the following elements:

- Overview of the City's mission and vision statements including the Code of Ethics and Values.
- Council review of the previously identified two-year goals of what the City needs to accomplish.
- Identify the six-month strategic objectives for the period July 1, 2014 through December 1, 2014.
- Identify the next steps/follow-up process for monitoring the monthly progress on the goals and objectives.

The City Council two-year goals and objectives will be updated and provided to Council on a monthly basis. The two year goals are structured on key focus areas:

- Promote and enhance economic and housing development.
- Ensure fiscal responsibility.
- Enhance community sports and recreational assets.
- Deliver and enhance high quality efficient services and infrastructure.
- Balance the emerging economic opportunities with the needs of our community.

The next six-month review date was tentatively scheduled to convene the Council on January 9, 2015 to thoroughly assess progress on the strategic goals and objectives followed by the development of the next six month strategic objectives.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Adoption of Council goals will help guide the City through future budget and economic challenges. While many valuable suggested goals were introduced at the goal setting session by the Council, the Executive

Management Team and the public, not all of the proposals could be selected to move forward. Through the process of consensus and prioritization, five goals were identified for the 2013-2015 timeframe.

ECONOMIC/FISCAL IMPACT:

Additional funds may be needed to complete certain goals. Fiscal impacts will be addressed as part of the budget process. Grant funding will be pursued, where available, to assist with the completion of some goals.

RECOMMENDATIONS:

That the Council:

1) Adopt the attached City of Santa Clara Strategic Plan for 2013-2015, and the Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014 with monthly updates to Council;

2) Schedule the next six-month Strategic Planning Retreat on January 9, 2015 from 8 a.m. to 3 p.m. to be held at the Santa Clara Convention Center, 5001 Great America Parkway, Santa Clara.

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Strategic Planning Retreat – June 30, 2014
2) Six-Month Strategic Objectives – July 1, 2014 through December 1, 2014

C I T Y O F S A N T A C L A R A

STRATEGIC PLANNING RETREAT

30 June 2014 • Santa Clara Convention Center

Marilyn Snider, Facilitator – Snider and Associates (510) 531-2904
Gail Tsuboi, Graphic Recorder – Tsuboi Design (925) 376-9151

MISSION STATEMENT

The mission of the City of Santa Clara is to promote a living and working environment that allows for the best quality of life by serving the community with resourceful, efficient, progressive and professional leadership.

CODE OF ETHICS AND VALUES

not in priority order

- **Ethical**
- **Professional**
- **Service-Oriented**
- **Fiscally Responsible**
- **Organized**
- **Communicative**
- **Collaborative**
- **Progressive**

TWO-YEAR GOALS

2013-2015 * not in priority order

- **Promote and enhance economic and housing development**
- **Ensure fiscal responsibility**
- **Enhance community sports and recreational assets**
- **Deliver and enhance high quality efficient services and infrastructure**
- **Balance the emerging economic opportunities with the needs of our community**

NEXT STEPS/FOLLOW-UP PROCESS

WHEN	WHO	WHAT
Tuesday, July 1	Yvonne Galletta	Distribute the retreat record to those unable to attend.
Within 48 hours of receipt	All recipients	Read the retreat record.
At the July 15, 2014 City Council meeting	City Council (Mayor – lead)	Present the Strategic Plan to the public.
By July 15, 2014	Exec. Management Team	Share and discuss the Strategic Plan with staff.
Monthly	City Council City Manager	Monitor progress on the goals and objectives and revise objectives (add, amend and/or delete), as needed.
Monthly	Yvonne Galletta	Prepare and distribute the updated Strategic Plan Monitoring Matrix
January 9, 2015 (Friday) 8:00/8:30 am – 3:00 pm	City Council Mayor City Manager Exec. Management Team	Strategic Planning Retreat to: - more thoroughly assess progress on the Goals and Strategic Objectives. - develop Strategic Objectives for the next six months.

CITY COUNCIL DISCUSSION OF THE TWO-YEAR GOALS

The City Council, City Attorney, City Clerk and City Manager met before the Management Team joined the group to discuss ideas for achieving the Santa Clara's Two-Year Goals. Many of these ideas were incorporated into Strategic Objectives in the June 30, 2014 revision of the city's Strategic Plan.

Promote and enhance economic and housing development

City Council's brainstormed list:

- Develop a concrete plan for developing a new downtown (within 2 years)
- Find a balance for housing so that we can meet the needs of residents of varied income levels
- Finalize the Montana Project
- Develop the message for residents for why/how the development benefits them; communicate our overall development strategy
- Provide a list of vacant commercial and light industrial buildings; determine why vacancies exist; ask commercial realtors what the city can do to assist in filling vacancies
- Engage high tech (large companies & businesses) in planning for transportation and housing
- Update our web site to make it more user-friendly; use more visuals; see Loveland, CO's website
- We need a strategic plan for affordable housing
- More the BAREC development forward
- City and Chamber of Commerce work together on economic development, especially businesses coming in; develop joint economic development for businesses that will bring money into the city

Ensure fiscal responsibility

City Council's brainstormed list:

- Review the public power generation contract
- Review our PERS situation
- Develop a plan to restore our reserves
- Re-look at some of the contracts with the city and re-evaluate them; we are going at a pace that is different than when it was established (e.g., there are contracts that extended through multiple years)
- Make sure we are using competitive bids, especially in commercial development
- Identify somebody that will review the point of sale; someone responsible for evaluating contracts
- Contracts for our own property need to be monitored for fiscal benefits for Santa Clara and see that the contracts are managed (e.g., all of our ground leases); franchise contracts need to be monitored as well
- Finish the Redevelopment Agency wind-down
- Communicate with the public the status of staffing and the link between city services and development
- Review our overtime costs
- Develop a Council policy regarding the Land Reserve Fund

Enhance community sports and recreational assets

City Council's brainstormed list:

- Build three soccer fields or seven separate fields
- Evaluate the strategic plan for Parks and Rec to be sure it meets the needs of the community (e.g., yoga, bike trails, walking trails)
- Locate land to build a Youth Sports Complex, including a new soccer park, BMX track; explore partnerships
- Revitalize existing neighborhood parks
- Look at how to enhance the cultural arts. Where do we want to go with the arts?
- Address the parking an traffic issues at the senior center

- Rebuild the International Swim Center, including the funding needed and finding additional land for parking

Deliver and enhance high quality efficient services and infrastructure

City Council's brainstormed list:

- Continue discussions for Google fiber
- Review or develop a plan for fixing our streets (e.g., approaching 17 on Bascom), especially streets in our neighborhoods
- Evaluate state abandonment of El Camino Real, San Tomas, Central Expressway, St. Lawrence Expressway to the city; the city should take control of the streets
- Review bus route plans (running down the center of ECR); review the station plans
- Restore service hours (e.g., library, senior center)
- Make sure the convention center is a world class center (e.g., HVAC system, change of carpets)
- Find a way to compel the county and state to maintain/improve the streets and roads
- Work with VTA to improve our north-south bus routes; explore alternate transit modes (e.g. trolleys)
- Share the status of the public buildings and facilities assessments
- Evaluate the quality of our public services; assess customer and employee satisfaction
- Improve street lighting
- Improve landscaping and city beautification; get the state and county to approve the remove/weed abatement on expressways and transportation hubs; plant lots of trees
- Review capacity and staffing levels of the Police Dept., Fire Dept., utilities

Balance the emerging economic opportunities with the needs of our community

City Council's brainstormed list:

- Develop the big Communication Plan for the residents – why we're doing what we're doing and how the community will benefit; utilize the Marketing Committee
- Utilize neighborhood listservs/neighborhood groups; include photos
- Develop a plan for using the ticket tax (to benefit seniors and youth)
- Develop plans/strategies to utilize foundation and other funds, e.g., 49'ers, WWE, Super Bowl; determine the needs of Santa Clara residents and find ways to have resources available
- Determine the status of the Community Services Division
- Finish the Historic Preservation Ordinance and Boarding House Ordinance
- Explore ways how to help residents meet their basic needs (e.g., food, keeping up their yards and homes, emergency services); look at the Sunnyvale model; find a way to coordinate programs and package them better; reach out to the faith community
- Identify resources and utilize corporations that are coming into the city to help fund community needs

STRATEGIC PLAN ELEMENTS

Marilyn Snider, Strategic Planning Facilitator * Snider and Associates (510) 531-2904

"SWOT" ANALYSIS

Assess the organization's:
- Internal Strengths - Internal Weaknesses
- External Opportunities - External Threats

MISSION/PURPOSE STATEMENT

States WHY the organization exists and WHOM it serves

VISION STATEMENT

A vivid, descriptive image of the future—what the organization will BECOME

CORE VALUES

What the organization values, recognizes and rewards—strongly held beliefs that are freely chosen, publicly affirmed, and acted upon with consistency and repetition

THREE YEAR GOALS

WHAT the organization needs to accomplish (consistent with the Mission and moving the organization towards its Vision) - usually limited to 4 or 5 key areas

KEY PERFORMANCE MEASURES

What success will look like upon achievement of the goal

SIX MONTH STRATEGIC OBJECTIVES

HOW the Goals will be addressed: By when, who is accountable to do what for each of the Goals

FOLLOW-UP PROCESS

Regular, timely monitoring of progress on the goals and objectives; includes setting new objectives every six months

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SIX-MONTH STRATEGIC OBJECTIVES

30 June 2014 through 1 December 2014

Two Year Goal: PROMOTE AND ENHANCE ECONOMIC AND HOUSING DEVELOPMENT					
When	**Who - Lead**	**Who - Assist**	**What**	**Status**	**Comments**
1. Sept. 1, 2014	City Manager	EDO-ACM	Bring forward to the City Council for consideration a Term Sheet Supplement on the Montana Project.		
2. Sept. 1, 2014	Dir. of Planning and Inspection		Present to the City Council for discussion a plan for Phase 2 of the Santa Clara Square Project at Augustine and Bowers (Development Study Session).		
3. Sept. 1, 2014	EDO-ACM	Chamber of Commerce	Develop and present to the City Council for action joint economic strategies for bringing businesses to Santa Clara that will bring money into the city.		
4. Sept. 1, 2014	Dir. of Planning and Inspection		Working with SummerHill Homes, ensure groundbreaking occurs on the housing project at 2611 El Camino Real.		
5. Oct. 1, 2014	EDO-ACM	Dir. of Planning and Inspection	Acquire and prepare the Kings Highway Motel site and prepare an RFP for a housing developer.		
6. Oct. 1, 2014	Dir. of Planning and Inspection		Identify and present to the City Council for action the funding and a consultant for a Lawrence Station Specific Plan.		
7. Oct. 1, 2014	Dir. of Planning and Inspection		Identify and present to the City Council for action funding and a consultant for the Downtown Specific Plan.		
8. Oct. 1, 2014	Dir. of Planning and Inspection		Present to the City Council a development proposal for Mariani properties at 2500 El Camino Real (Development Study Session).		
9. Oct. 1, 2014	Dir. of Planning and Inspection		Identify and present to the City Council for action funding and a consultant for the El Camino Specific Plan.		
10. Dec. 9, 2014	Dir. of Planning and Inspection		Bring forward to the City Council for consideration the Essex Project at 3700 El Camino Real.		

11. Oct. 1, 2014	ACM Tucker	Dir. of Information Technology Marketing Committee	Identify funding and recommend to the City Council the hiring of a consultant to enable the city to rebuild the city's website, including an overall message regarding the benefits of development and a variety of other city services.		
12. Nov. 1, 2014	Dir. of Planning and Inspection		Bring forward to the City Council for action a development proposal for 1313 Franklin.		
13. Nov. 30, 2014	Dir. of Planning and Inspection	City Manager	Present to the City Council a Citywide Affordable Housing Strategy using boomerang funds and other funding sources (at a Study Session).		
14. Dec. 1, 2014	EDO-ACM	Dir. of SVP	Prepare and host a Real Estate Broker Workshop.		
15. At the Dec. 9, 2014 City Council meeting	EDO-ACM	Dir. of Finance-ACM, with input from the stakeholders and the City Council	Prepare and present to the City Council an Outreach Program for Santa Clara businesses to become involved with the Super Bowl 50 Business Connect Program.		
16. Dec. 9, 2014	Dir. of Planning and Inspection	CAO	Identify and present to the City Council for action a plan and funding for the development of the BAREC property senior housing project.		
17. Dec. 31, 2014	EDO-ACM	City Manager; Asst. City Manager; Dir. of Planning and Inspection	Identify and pursue at least 10 new restaurants, 10 new retailers, and 10 entertainment venues to locate in Santa Clara and report the results to the City Council.		

Two Year Goal: ENSURE FISCAL RESPONSIBILITY					
When	**Who - Lead**	**Who - Assist**	**What**	**Status**	**Comments**
1. Aug. 31, 2014	Dir. of Finance-ACM	Dir. of IT	Implement the ACH (Automated Clearing House) functionality in PeopleSoft to reduce the number of checks issued by Accounts Payable and to decrease postage costs.		
2. Sept. 30, 2014	Dir. of Electric Utility		Assess the Public Power Generation Contract and make a report of the results to the City Council.		
3. Sept. 30, 2014	Dir. of Electric Utility	Dir. of Finance-ACM	Select vendors and place orders for major lead-time equipment for the Phase Shifting Transformer Project.		
4. Sept. 30, 2014	Dir. of Finance-ACM		Implement CFD 2010-1 Mello Roos Tax Program for Levi's Stadium.		
5. Oct. 31, 2014	Dir. of Finance-ACM		Create a draft Citywide Cash Handling Policy.		
6. Nov. 1, 2014	Dir. of Finance-ACM		Present to the City Council an overview of city reserves and a review of policies for possible revision to expand the city's reserves.		
7. Nov. 1, 2014	EDO-ACM		Create and present to the City Council a comprehensive inventory of city-owned property leases, including lease terms and opportunities and a management strategy.		
8. Nov. 30, 2014	Dir. of Finance-ACM		Revise Accounts Receivable procedures and policies.		
9. Nov. 30, 2014	Dir. of Finance-ACM	City Manager, City Attorneyl	Revise the City Purchasing Code, including the RFP Policy, and present to the City Council for action.		
10. Dec. 1, 2014	HR Director	Asst. HR Director, City Attorney	Train all departments on the definition of an independent contractor and develop policies on how to contract an independent contractor for services.		
11. Dec. 1, 2014	Dir. of Finance-ACM	Dir. of IT	Present to the City Council for action a new budgeting software vendor.		
12. Dec. 1, 2014	Dir. of Finance-ACM	City Attorney	Schedule and conduct a Transient Occupancy Tax compliance review audit for 30+ hotels/motels.		

13. Dec. 1, 2014	City Manager	City Attorney, Dir. of Finance-ACM	Achieve completion of the administrative steps in the RDA wind-down process.		
14. Dec. 1, 2014	Dir. Parks and Rec	HR Director Dir. of Finance-ACM	Review Mission City Memorial Park Division operations and recommend appropriate measures (reorg.) for cost savings and increased customer service.		
15. Dec. 1, 2014	City Manager		Review major management contracts to ensure efficiency of operations and fiscal accountability.		
16. Dec. 1, 2014	HR Director and Dir. of Finance-ACM	City Manager	Create a 'Transition Plan' from control points to salary ranges for management employees and present to the City Council.		
17. Dec. 1, 2014	HR Director and Dir. of Finance-ACM	City Attorney	Determine responsibilities that fall within the category of Risk Management, and who is responsible for assessment of level of risk to the city.		
18. Dec. 9, 2014	Dir. of Finance-ACM		Review the 6-30-13 CalPERS retirement data and unfunded liability with the City Council.		

Two Year Goal: ENHANCE COMMUNITY SPORTS AND RECREATIONAL ASSETS					
When	**Who - Lead**	**Who - Assist**	**What**	**Status**	**Comments**
1. Aug. 26, 2014	Dir. of Parks and Rec		Present to the City Council the results of the Community Needs Assessment and Feasibility Study.		
2. Oct. 14, 2014	Dir. of Parks and Rec	ACM Kurotori Dir. of Finance-ACM	Explore options to serve our golf course clubs and resident players and make recommendations to the City Council for subsequent outreach and direction.		
3. Nov. 16, 2014	Dir. of Public Works	Dir. of Parks and Rec	Perform a Traffic and Parking Study at the Senior Center and bring back recommendations to the City Council for action.		
4. Nov. 16, 2014	City Librarian	ACM Kuratori	Bring to the City Council for direction a policy recommendation to imbed cultural arts in major developments.		
5. Dec. 1, 2014	Dir. of Parks and Rec	Dir. of Public Works	Develop a community outreach and facility design process for Montague Park, Jenny Strand Park contingent upon access through adjacent property(ies), or other locations as identified for soccer fields and present to Council for action		
6. Dec. 1, 2014	Dir. of Parks and Rec	Dir. of Water and Sewer	Improve the look of the well water site and street frontages at a minimum of 10 sites and replant vegetation, including funding resource(s).		
7. Dec. 1, 2014	Dir. of Parks and Rec	Dir. of Public Works	Renovate the Bracher Park playground, including a new picnic area, adding an outdoor fitness area and replace the basketball court.		
8. Dec. 1, 2014	Dir. of Parks and Rec	Community Stakeholders	Bring to the City Council for action land options to build a Youth Sports Complex, to contain a new soccer park and BMX track, including funding resources.		
9. Dec. 9, 2014	Dir. of Parks and Rec		Present to the City Council for action the International Swim Center schematic design, program plan, CEQA, funding and ISHOF agreement.		
10. FUTURE OBJECTIVE	Dir. of Parks and Rec		Develop and present to the City Council a priority list of new projects for use of proposed new housing development impact fees (Quimby and MFA fees), including other development contributions.		

Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT ERVICES AND INFRASTRUCTURE					
When	**Who - Lead**	**Who - Assist**	**What**	**Status**	**Comments**
1. Aug. 1, 2014	Dir. of IT	Police Chief Fire Chief Dir. of Public Works	Implement the Public Safety and Traffic Technology Build-Out for Levi's Stadium.		
2. Aug. 9, 2014	City Librarian	Dir. of IT	Implement technology build out for Northside Branch Library.		
3. Aug. 9, 2014	City Librarian	ACM Kurotori	Open Northside Branch Library: complete construction, procure at least 25,000 new items for the opening, hire a Branch Librarian and staff, and install all 60 computers for the public.		
4. Aug. 15, 2014	Dir. of Water and Sewer		Develop and implement website upgrades to promote water conservation and connect customers, specifically residents with water saving resources and rebates.		
5. Aug. 19, 2014	Dir. of Public Works	Dir. of Planning and Inspection; CAO	Present an ordinance to the City Council for consideration prohibiting retail stores from providing single-use plastic bags.		
6. Aug. 26, 2014	Dir. of Electric Utilities		Present options to the City Council for the selection of El Camino Real decorative LED street lights.		
7. Aug. 31, 2014	Dir. of Water and Sewer	Dir. of Parks & Recreation	Complete the recycled water retrofit at the Central Park pond.		
8. Aug. 31, 2014	Dir. of Water and Sewer		Develop and submit to the California Dept. of Public Health a Triggered Source Monitoring Plan to increase water system monitoring efficiency.		
9. Aug. 31, 2014	Dir. of Water and Sewer		Complete the design of the piping modifications, emergency generator and improved motor controls for Northside Tanks.		
10. Aug. 31, 2014	Dir. of Water and Sewer		Complete the design and installation of approx. 300 ft. of water main on Harrison St. between The Alameda and Alviso St.		
11. Aug. 31, 2014	Dir. of Water and Sewer		Complete upgrades to the flow meters at Rabello and Northside Sewer Pump Stations to allow for remote flow meter reading.		

12. Sept. 1, 2014	Dir. of Electric Utilities		Install SVP MeterConnect WiFi radios on the Library and CRC, and at least one other park location, by the 2014 Art and Wine Festival to begin increasing WiFi coverage and bandwidth at Central Park.		
13. Sept. 1, 2014	HR Director	City Manager Fire Chief Police Chief	Recommend to the City Council for action the hiring of a new consultant to assess Public Safety staffing levels.		
14. Oct. 1, 2014	Dir. of Public Works		Present options to the CITY COUNCIL for consideration for alternative bulky item collection programs to the current Clean-Up Campaign format.		
15. Oct. 31, 2014	Dir. of Water and Sewer		Switch 120 customers in the Agate/Painted Rock area over to the newly constructed water main.		
16. Oct. 31, 2014	Dir. of Public Works		Install monitoring camera on San Tomas Aquino Creek Trail to enable bicyclists and pedestrians to view the condition of the trail during rain events.		
17. Nov. 1, 2014	Dir. of IT	HR Dir. City Attorney	Present to the City Council for action Information Security Policies and Procedures based on best practices.		
18. Dec. 1, 2014	Dir. of Water and Sewer		Complete the design of a 1.5 to 2.0 million gallon water storage tank and booster pump station to replace the Walsh elevated tank.		
19. Dec. 1, 2014	Dir. of Water and Sewer		Install 500 AMI-compatible water meters.		
20. Dec. 1, 2014	Dir. of Water and Sewer		Install three mainline valves on large diameter recycled water mains for greater operations control.		
21. Dec. 1, 2014	Dir. of Public Works		Lighted crosswalks on ECR at four unsignalized crosswalks; obtain Caltrans permit for installation.		
22. Dec. 1, 2014	Dir. of Electric Utility		Citywide LED streetlight conversion (Southside Phase): Finalize the technical specifications; issue RFP; finalize selection; negotiate agreement with installation contractor.		

23. Dec. 1, 2014	Dir. of Public Works		Explore additional north/south public transportation options with VTA and other potential partners.		
24. Dec. 1, 2014	City Clerk	ACM Tucker	Implement the Vote Ethics Program for the November 2014 general municipal election.		
25. Dec. 1, 2014	City Clerk	ACM Tucker	Develop a plan and concept for the Democracy Santa Clara concept.		
26. Dec. 1, 2014	Dir. of Public Works		Assess the viability of the city assuming control of El Camino Real, San Tomas Expressway, Lawrence Expressway and Central Expressway.		
27. Dec. 1, 2014	Dir. of Finance-ACM; City Manager		Assess economic resources and service needs regarding expanding hours at the Senior Center, Library and other city facilities and present the results to the City Council.		
28. Dec. 1, 2014	City Manager and Dir. of Public Works		Begin the Master Plan process to assess the quality and size of the Convention Center complex to meet future needs.		
29. Dec. 1, 2014	Dir. of Electric Utility	ACM Tucker	Complete necessary commitments for Google to determine whether or not Santa Clara will be a gigabyte community.		
30. Dec. 9, 2014	Dir. of Public Works		Recommend to the City Council for action a plan to fix the city's streets.		
31. Dec. 31, 2014	Dir. of Public Works		Install planter pots, hanging baskets and banners at strategic locations along El Camino Real.		
32. Dec. 31, 2014	Dir. of Public Works		El Camino Real/Lawrence Expressway Beautification Project: pending county issuance of encroachment permit, begin construction of landscape improvements on all four quadrants.		
33. Dec. 31, 2014	Dir. of Finance-ACM	Dir. of Electric Dir. Water & Sewer Dir. of IT	Upgrade the computer interface to the Utility Billing System.		
34. Dec. 31, 2014	Dir. of Finance-ACM	Dir. of IT	Replace contact center tools (IVR, reader board) for improved productivity and service.		

35. Dec. 31, 2014	Dir. of Public Works		Create an "Adopt-a-Spot" partnerships with service groups, companies, and organizations to perform community based clean up activities at various locations.		
36. Dec. 31, 2014	Dir. of Public Works		Trimble Road Sanitary Sewer Improvement Project: approval of plans and specs for advertisement.		
37. FUTURE OBJECTIVE	Dir. of Planning and Inspection	City Attorney	Complete update of the zoning code.		

Two Year Goal: BALANCE THE EMERGING ECONOMIC OPPORTUNITIES WITH THE NEEDS OF OUR COMMUNITY					
When	**Who - Lead**	**Who - Assist**	**What**	**Status**	**Comments**
1. Aug. 31, 2014	City Attorney	Dir. of Planning and Inspection HPOC Committee	Draft and present to the City Council for action a Historic Preservation Ordinance.		
2. Oct. 1, 2014	City Manager	EDO-ACM ACM Kurotori Dir. of Public Works Police Chief	Ensure completion of Levi's Stadium construction and begin the transition of the stadium to operations mode (e.g., through establishment of regular operations meetings on parking on traffic with stadium manager, the Convention Center, Santa Clara Golf & Tennis, the city and the Stadium Authority).		
3. Nov. 15, 2014	ACM Tucker	Marketing Committee	Develop a new City of Santa Clara brand identity and design, brand strategy and guidelines for implementation and present to the City Council for action.		
4. Dec. 1, 2014	City Manager		Determine the status and role of a Community Development Division and report the results to the City Council.		
5. Dec. 1, 2014	ACM Tucker	Input from the Marketing Committee	Develop plans for city-sponsored community events (non-Super Bowl committees) leading up to the Super Bowl.		
6. Dec. 1, 2014	City Manager	Community Development Division, a City Council ad hoc committee	Develop a resource guide for residents to assist with basic human needs (e.g., food, shelter, clothing).		
7. Dec. 1, 2014	ACM Tucker	Director of IT Police Chief	Develop a citywide Next Door page (social networking).		
8. Dec. 1, 2014	City Manager	City Council	Develop and present to the City Council for action a Neighborhood Outreach Plan with town hall meetings and using Internet technology to improve communication with the community.		
9. Dec. 1, 2014	Parks and Rec Director	Dep. City Manager Council ad hoc committee	Develop and present to the City Council for action a plan to use ticket surcharge fund (for seniors and youth) and other funds that may be available from other events to meet community residents' needs.		

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6B

Date: July 15, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Resolution for Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street, and Morse Street Residential Permit Parking

EXECUTIVE SUMMARY:

The City of Santa Clara was initially contacted by residents of the Hilmar area requesting that the City address concerns regarding parking, litter, noise, safety and nuisances in the neighborhood (on Hilmar Street, Chapman Court, McKillop Court, and Morse Street) due to commercial businesses on The Alameda. Staff held a series of meetings with the neighborhood and businesses to discuss and address issues. As a result of these discussions and City Council direction, staff constructed 20 additional on-street parking stalls at The Alameda/El Camino Real intersection and also reconfigured parking along The Alameda commercial frontages between Mission Street and Hilmar Street. Staff observed traffic patterns and motorist behavior for 45 days after completion of the project and held another neighborhood meeting on May 27, 2014, where residents provided feedback that they still desired to implement resident only parking. Per the City Council's adopted policy on Residential Permit Parking, staff determined that the appropriate implementation, notification and affected area would be Chapman Court, McKillop Court, Morse Street, Hilmar Street, Camino Drive, and Mission Street. On May 30, staff mailed out a survey to residents, property owners and business owners to determine support for or against implementation of Residential Permit Parking in the neighborhood. 188 surveys were mailed out to the neighborhood, of which 86 were returned with 47 voting in favor of implementing the program and 39 voting against implementing the program (see attached Survey result summary). It should be noted that if results were analyzed on a street and block basis instead of an overall neighborhood basis, the majority of streets would not qualify for Resident Permit Parking. However, based on the policy requirement that a simple majority (50%+1) be obtained in order to implement the Residential Permit Parking program, the overall neighborhood has voted to implement Residential Permit Parking. Attached is a map showing the location of "Residential Only" parking if approved by the City Council.

Not included in the Resolution is the portion of residential streets from The Alameda up to approximately 135 feet south where the businesses front the residential streets. These spaces will be designated as time limited public parking and the Traffic Engineer will determine the time restrictions for these proposed spaces.

Information on the City's Residential Parking Permit Program is described in the Santa Clara City Code Chapter 10.40. Residents will be eligible to purchase 2 parking permits for their vehicles and 2 guest parking permits for $19.25 each, valid from July 1 thru June 30 annually with proof of residency in the appropriate neighborhood.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Implementation of Residential Permit Parking will eliminate unrestricted public parking on residential frontages along Chapman Court from south of the businesses on The Alameda to Morse, McKillop Court, Morse Street from Chapman to Hilmar, Hilmar Street from south of the businesses on The Alameda to Park, Camino Drive from south of the businesses on The Alameda to Park, Mission Street from south of the businesses on The Alameda to Park. Any parking on the residential portions of these streets will require a Residential Parking Permit for residents, residential property owners, and their guests.

ECONOMIC/FISCAL IMPACT:

There is no additional cost to the City other than staff time and expense to install new signs.

RECOMMENDATION:

That the Council:

1. Repeal Section 2 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on Camino Drive.
2. Establish 24 hours a day, on any day, Residential Permit Parking on both side of Camino Drive from 135 feet south of the south curb of The Alameda to the north curb of Park Avenue.
3. Repeal Section 4 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on Hilmar Street.
4. Repeal Section 6 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the east side of Hilmar Street.
5. Repeal Section 10 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the east side of Hilmar Street.
6. Establish 24 hours a day, on any day, Residential Permit Parking on the both sides of Hilmar Street from 135 feet south of the south curb on the southwest corner of The Alameda to the north curb of Park Avenue.
7. Repeal Section 12 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the north side of Morse Street.
8. Establish 24 hours a day, on any day, Residential Permit Parking on the north side of Morse Street the west curb of Chapman Court and the east curb of Hilmar Street.
9. Repeal Section 14 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the west side of Chapman Court.
10. Repeal Section 17 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the west side of Chapman Court.
11. Establish 24 hours a day, on any day, Residential Permit Parking on the west side of Chapman Court from 135 feet south of the south curb of The Alameda to the north curb of Morse Street.
12. Repeal Section 18 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the both sides of McKillop Court.
13. Establish 24 hours a day, on any day, Residential Permit Parking on the both sides of McKillop Court from the east curb of Chapman Court.

14. Repeal of Section 2 of Resolution No. 6685 which established a 2 hour Parking zone Saturdays, Sundays, and Holidays excepted on the east side of Mission Street.
15. Establish 24 hours a day, on any day, Residential Permit Parking on the west side of Mission Street from the south curb of The Alameda to the north curb of Park Avenue.
16. Establish 24 hours a day, on any day, Residential Permit Parking on the east side of Mission Street from the north curb of Park Avenue to 137 feet south of the south curb of The Alameda.

Rajeev Batra

Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) ***Map Showing Proposed Residential Permit Parking***
2) ***Neighborhood Survey Results***
3) ***Resolution***

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REPEALING AND ESTABLISHING CERTAIN PARKING REGULATIONS ON CAMINO DRIVE, CHAPMAN COURT, HILMAR STREET, MCKILLOP COURT MISSION STREET, AND MORSE STREET WHICH ESTABLISHES RESIDENTIAL PERMIT PARKING

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

WHEREAS, on April 24, 2000, the City established Certain Parking Regulations on Mission Street;

WHEREAS, on April 23, 2013, the City established Certain Parking Regulations on Camino Drive, Chapman Court, Hilmar Street, McKillop Court, and Morse Street;

WHEREAS, City enacted the Parking Regulations on Camino Drive, Chapman Court, Hilmar Street, McKillop Court, and Morse Street to improve the neighborhood's quality of life as a result of patrons of the commercial businesses parking in the residential neighborhoods adjacent to The Alameda;

WHEREAS, residents on Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street and Morse Street have expressed concern on the limited parking restrictions enacted;

WHEREAS, the residents on Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street and Morse Street requested a more restrictive parking zone with Residential Parking Permits in the neighborhood;

WHEREAS, the residents of Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street and Morse Street may obtain up to two Residential Parking Permits and two Guest Parking Permits per household from the Santa Clara Police Department, to affix to their vehicles allowing the residents' vehicles to be parked on the affected street portions;

WHEREAS, restricting the parking on the residential frontages of Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street and Morse Street to prohibit non-resident vehicle parking will make parking more readily available for residents on this street; and

WHEREAS, based on a neighborhood survey and research, Traffic Engineering staff has determined that modifying the restricted parking in this neighborhood on Camino Drive, Chapman Court, Hilmar Street, McKillop Court, Mission Street and Morse Street will enhance safety, improve parking conditions and the quality of life for the residents.

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

1. Repeal Section 2 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on Camino Drive.

2. Establish 24 hours a day, on any day, Residential Permit Parking on both side of Camino Drive from 135 feet south of the south curb of The Alameda to the north curb of Park Avenue.

3. Repeal Section 4 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on Hilmar Street.

4. Repeal Section 6 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the east side of Hilmar Street.

5. Repeal Section 10 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the east side of Hilmar Street.

6. Establish 24 hours a day, on any day, Residential Permit Parking on the both sides of Hilmar Street from 135 feet south of the south curb on the southwest corner of The Alameda to the north curb of Park Avenue.

7. Repeal Section 12 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the north side of Morse Street.

8. Establish 24 hours a day, on any day, Residential Permit Parking on the north side of Morse Street the west curb of Chapman Court and the east curb of Hilmar Street.

9. Repeal Section 14 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the west side of Chapman Court.

10. Repeal Section 17 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the west side of Chapman Court.

11. Establish 24 hours a day, on any day, Residential Permit Parking on the west side of Chapman Court from 135 feet south of the south curb of The Alameda to the north curb of Morse Street.

12. Repeal Section 18 of Resolution No. 13-8027 which established a 1 hour Parking zone and a Resident Only Parking zone on any day on the both sides of McKillop Court.

13. Establish 24 hours a day, on any day, Residential Permit Parking on the both sides of McKillop Court from the east curb of Chapman Court.

14. Repeal of Section 2 of Resolution No. 6685 which established a 2 hour Parking zone, Saturdays, Sundays, and Holidays excepted on the east side of Mission Street.

15. Establish 24 hours a day, on any day, Residential Permit Parking on the west side of Mission Street from the south curb of The Alameda to the north curb of Park Avenue.

16. Establish 24 hours a day, on any day, Residential Permit Parking on the east side of Mission Street from the north curb of Park Avenue to 137 feet south of the south curb of The Alameda.

17. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

18. 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 _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1) Boundary Map

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BOUNDARY MAP

Google earth

feet 900

meters 300

PROPOSED RESIDENTIAL PERMIT PARKING

Google earth

feet 800

meters 200

Resident Only Parking (Any-Day/All-Day)

Loading Zone

No Parking Anytime

Neighborhood Survey Results

Total	Yes	47	55%	Mailed Out	188	
	No	39	45%	Responses	86	46%

Camino Drive

Yes	8	47%
No	9	53%

Chapman Court

Yes	7	47%
No	8	53%

Himar Street

	500 Block		600 Block	
Yes	11	79%	2	29%
No	3	21%	5	71%

McKillop Court

Yes	4	50%
No	4	50%

Mission Street

Yes	7	88%
No	1	22%

Morse Street

Yes	4	80%
No	1	20%

Park Avenue

Yes	1	100%

The Alameda

Yes	3	27%
No	8	73%

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 6C

Date: July 15, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Adoption of Ordinance No. 1928 which adds Chapter 17.35 (Park and Recreational Land) to Title 17 (Development) of the City Code to ensure that New Residential Development Provides Adequate Park and Recreational Land and/or Pays a Fee In Lieu of Dedications in Order to Mitigate the Impacts of the New Growth

EXECUTIVE SUMMARY:

Ordinance No. 1928, which adds Chapter 17.35 (Park And Recreational Land) to Title 17 (Development) of "The Code of the City of Santa Clara, California" to ensure that new residential development provides adequate park and recreational land and/or pays a fee in lieu of dedications in order to mitigate the impacts of the new growth, was passed for the purpose of publication ("passed to print") on June 24, 2014. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 1928 was published on July 2, 2014 and copies were posted in at least three public places.

Staff developed the proposed ordinance based on community and developer input, and a review of comparable ordinances in nearby jurisdictions. The ordinance imposes parkland dedication and fee obligations on new residential developments pursuant to both the Quimby Act and the Mitigation Fee Act ("MFA"). For residential developments involving subdivisions, the Quimby Act authorizes the City to impose a dedication requirement based on 3 acres of parkland per 1000 residents. For residential development not involving a subdivision (such as an apartment building), the City will calculate land dedication/fees based on the existing parkland standard (2.53 acres per 1000 residents) pursuant to the Mitigation Fee Act. For subdivisions greater than 50 parcels/units, there is a dedication of parkland, a fee, or a combination of parkland and fee. For subdivisions of 50 units or fewer, only a fee will be required, since most sites will be of a smaller size, making land dedication less feasible.

The ordinance provides a formula for calculation of the parkland acreage required: average density times the dedication standard (either 3.0 for Quimby or 2.53 for MFA), divided by 1000. For example, for single-family development under the Quimby Act, the calculation is 2.9 residents per unit x 3.0 acres / 1000 = .0087 acres / unit. The fees will be based on Fair Market Value of land otherwise required to be dedicated as established by an annual survey of land for each of the 3 zip codes of the City (95050, 95051, and 95054). Once collected, the fees will be used as provided in Quimby & MFA land acquisition; improvement; and for projects involving subdivisions only, rehabilitation. Fees collected will not be used for maintenance. The priority for establishing new parks will be on acquisition in underserved areas and completion of additional parks facilities/development. The proposed ordinance also includes "credits" against fees owed.

When the proposed ordinance was introduced at the Council meeting on June 24, 2014, the Council voted to pass to print the draft ordinance, with two revisions, which have been incorporated as follows:

- The proposed ordinance now has a maximum allowable credit for private open space in proposed section 17.35.070 of fifty percent (50%), instead of twenty-five percent (25%); and,
- The proposed ordinance now excludes accessory dwelling units from the dedication and fee requirements, in new paragraph (e) of Section 17.35.090 ("Exceptions"): "(e) Accessory dwelling units."

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Advantages. Adoption of the proposed ordinance will allow the City to acquire and develop between 96.98 acres and 115 acres of parkland to meet the demand generated by new residential subdivisions and new non-subdivided residential projects. Under the new ordinance, if the new development does not dedicate the new parkland, then the City would receive fees in lieu of dedication valued between $385 million and $452 million over the General Plan horizon of 2010-2035.

From a development perspective, the ordinance now proposes up to a 50% credit for on-site dedication of parkland, private open space and recreational facilities assuring both adequate parkland for new residents, and a financial incentive to the developer for including an attractive feature that adds tangible marketable value, particularly in denser housing types. Any fees charged to the developer are one-time costs that are generally passed on to the new resident owner through sales price or amortized over a period of time. Given that all surrounding cities already have parkland dedication ordinances in place at the same or a higher standard, implementation of the ordinance in Santa Clara would not cause any long term harm to the housing market or development community. The phasing allows for a six month, graduated timeframe for full implementation of the fees.

Disadvantages. Due to the timeline for phase-in of approximately six months, projects with development applications already "deemed complete" ("in the pipeline") will be exempt from the new ordinance.

ECONOMIC/FISCAL IMPACT:

If the ordinance were adopted, new residential development would be required either to dedicate the new parkland and facilities, or pay fees to the City in lieu of dedication. The estimated value is between $385 million and $452 million over the General Plan horizon of 2010-2035. Without the ordinance, the parkland standard may decrease below the existing 2.53 acres per 1000. This could potentially degrade the existing park system due to the additional impacts caused by cumulative growth, increasing Capital costs. Or, the City would have to identify yet unknown/undedicated sources of Capital funds in an equivalent amount to acquire parkland and develop new facilities to meet the additional growth needs.

RECOMMENDATION:

That the Council adopt Ordinance No. 1928 adding Chapter 17.35 (Park And Recreational Land) to Title 17 (Development) of "The Code of the City of Santa Clara, California" to ensure that new residential development provides adequate park and recreational land and/or pays a fee in lieu of dedications in order to mitigate the impacts of the new growth.

APPROVED:

Richard E. Nosky, Jr.
City Attorney

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Ordinance No. 1928

ORDINANCE NO. 1928

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING A NEW CHAPTER 17.35 ("PARK AND RECREATIONAL LAND") TO TITLE 17 ("DEVELOPMENT") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

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

WHEREAS, the City of Santa Clara is the Government entity responsible for providing park facilities within the City of Santa Clara;

WHEREAS, the population of the City of Santa Clara has increased by over 32% since the early 1970's;

WHEREAS, the demand for new neighborhood and community parkland generated by development of new residential subdivisions and new non-subdivided residential projects has increased accordingly;

WHEREAS, the City of Santa Clara 2010-2035 General Plan includes a number of policies to maintain and increase the amount of available parkland, and to identify potential funding opportunities for new parkland and/or recreational facilities and an assessment of potential parkland dedication fees;

WHEREAS, the 2010-2035 General Plan includes a goal that "[n]ew parks, open space and recreation [be] provided with new development so that existing facilities are not overburdened";

WHEREAS, the City has conducted a nexus study and a review of comparable cities' park impact fees internally and through public process; and,

WHEREAS, the Parks and Recreation Department has recommended that the City Council establish a parkland dedication and fee requirement based on the results of the nexus study and Parks Master Plan Inventory.

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

SECTION 1: Findings and Purpose. The City Council hereby finds that residential developments have a significant effect on the use and availability of park and recreation space and facilities, and that the limited open space and recreation amenities provided by these residential developments are insufficient to meet the needs of the residents for open space and recreation facilities. The intent of this Chapter is to require that such developments contribute their fair share toward the purchase, development and/or improvement of park and recreational facilities. The provisions of this Chapter are enacted pursuant to the Charter, the City of Santa Clara General Plan and the authority granted as well as sections 66000-66025, 66477 and 66479 of the Government Code (the "Mitigation Fee Act" and the "Quimby Act"), as may be applicable.

SECTION 2: General Standard. In accordance with the City of Santa Clara Nexus Study (April 2014), it is hereby found and determined that the City of Santa Clara currently provides park and recreational facilities to its residents at a ratio of 2.53 acres per thousand residents. The public interest, convenience, health, welfare and safety require that a minimum of 3.0 acres of property for each one thousand (1,000) persons residing within the City of Santa Clara be devoted to public park and recreational facilities.

SECTION 3: That a new Chapter 17.35 ("Park and Recreational Land") of Title 17 ("Development") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby added to read as follows:

"Chapter 17.35

PARK AND RECREATIONAL LAND

Sections:

17.35.010 Definitions.
17.35.020 Requirement to provide park and recreational facilities.
17.35.030 Formula for calculation of land dedication requirement.
17.35.040 Formula for calculation of fee in-lieu of land dedication.
17.35.050 Criteria for requiring both dedication and fee.
17.35.060 Use of land and fees.
17.35.070 Credit for private open space.
17.35.080 Procedure.
17.35.090 Exceptions.

17.35.010 Definitions.

(a) "Active Recreational Use" shall mean activity that requires the use of organized play areas, including, but not limited to, softball, baseball, football and soccer fields, tennis and basketball courts, fitness stations and various forms of children's play equipment.

(b) "Approving Authority" shall mean the board, body or individual otherwise empowered by this Code or state law to approve the development application.

(c) "Average Density" shall mean the average number of persons per household, as established by City Council resolution, in accordance with the most recent available Federal Census data.

(d) "Complete Application" means an application for a residential development that has been determined to be complete by the Department of Planning & Inspection.

(e) "Dwelling Unit Categories" shall mean the following three types of dwellings, as they are defined by the Zoning Ordinance, for which a separate dedication and/or fee requirement is to be set by Council resolution:

(1) Multiple Dwelling

(2) Single-Family Dwelling

(f) "Parkland Dedication Standard" shall mean the acreage of park and recreational facilities to be provided per 1000 City residents, which shall be initially set at 3.0 acres per 1000 residents, and as may be periodically adjusted by City Council resolution.

17.35.020 Requirement to provide park and recreational facilities.

Every person who constructs or causes to be constructed a dwelling unit or dwelling units or who subdivides residential property shall dedicate land, pay a fee in-lieu thereof, or provide a combination of such dedication and fee, at the discretion of the City, for the purpose of developing new or rehabilitating existing park or recreational facilities, at the time and according to the standards and formula contained in this Chapter.

(a) For subdivisions containing more than fifty (50) parcels, condominium developments of more than fifty (50) dwelling units, and residential developments not including a subdivision, the City may impose a parkland dedication requirement, a fee in-lieu of such dedication, or a combination of the two.

(b) Except as otherwise provided in this section, for subdivisions of fifty (50) parcels or fewer, the City may impose a fee only. Notwithstanding the foregoing, if a condominium project, stock cooperative, or community apartment project contains fifty (50) parcels or fewer, but will contain more than fifty (50) dwelling units, the City may impose a parkland dedication requirement, a fee in-lieu of such dedication, or a combination of the two.

17.35.030 Formula for calculation of land dedication requirement.

The formula for determining the required acreage to be dedicated shall be as follows:

(a) The Average Density for the specific Dwelling Unit Category; multiplied by

(b) The Parkland Dedication Standard; divided by

(c) 1000 Population

By way of example, as of the adoption date of this Chapter, the Average Density for a single-family detached dwelling unit is 2.9 persons, and the Parkland Dedication Standard is 3.0 acres per 1000 residents. For a single-family detached unit, the required acreage would therefore be $2.9 \times 3.0 / 1000 = 0.0087$ acres per single-family detached unit.

17.35.040 Formula for calculation of fee in-lieu of land dedication.

(a) When a fee is required to be paid in-lieu of parkland dedication, the maximum amount of such fee shall be determined by the fair market value of the amount of land that would otherwise be required to be dedicated pursuant to SCCC 17.35.030, as set forth below. The date of valuation of the property for in-lieu fee purposes shall be the date that the City determines that the developer's application for a parcel map or tentative subdivision map, or application for projects not involving a subdivision, is complete.

(b) Fair market value.

(1) The City shall determine the fair market value of the Property by using the average per acre land value for property in the City of Santa Clara, based upon a survey of land values and sale records in the City. The City Council shall set a minimum of three such average values, one for each of the three existing Zip codes in the City (95050, 95051, 95054). The City Council may, at is discretion, set average values for additional subregions of the City. The City Council shall review the fair market values not less than annually and set the values in a Council resolution.

(2) If the developer objects to this determination of fair market value, the developer may elect to have the value established by appraisal. If the developer chooses this option, the developer shall deposit with the City an amount sufficient to cover the cost of an appraisal, which the City shall conduct. The appraisal shall be completed prior to approval of the

tentative or parcel map, or for developments not involving a subdivision, prior to the issuance of a building permit.

(c) Based on the determination of fair market value set forth above in subsection (b)(1), for each of the Dwelling Unit Categories, the City Council shall set the amount of fees to be paid in-lieu of parkland dedication in a Council resolution, which the Council shall review annually.

17.35.050 Criteria for requiring both dedication and fee.

In subdivisions of over fifty (50) parcels of land, in condominium developments of more than fifty (50) dwelling units, and in residential developments not involving a subdivision, a combination of land dedication and fee payment may be required. In any such case, the sum of the in-lieu fees and the fair market value of the land to be dedicated shall equal the amount that would otherwise be required if the developer paid only an in-lieu fee pursuant to this Chapter.

(a) When only a portion of the land to be developed is identified in the Parks, Open Space, and Recreation Goals and Policies of the General Plan as the site for a local park, the portion identified in the General Plan shall be dedicated for local park purposes and a fee computed pursuant to the provisions of SCCC 17.35.040 shall be paid for any additional land that would have been required to be dedicated pursuant to SCCC 17.35.030.

(b) When a major part of the local park or recreational site has already been dedicated and only a small portion of land is needed from the subdivision to complete the site, the remaining portion shall be dedicated and a fee computed pursuant to the provisions of SCCC 17.35.040 shall be paid in an amount equal to the value of the land which would otherwise have been required to be dedicated pursuant to SCCC 17.35.030, the fees to be used for the improvement of the existing park and recreational facility or for the improvement of other local parks and recreational facilities in the area serving the subdivision.

(c) If, as a result of a recent annexation or boundary change, the General Plan does not specify the specific amount of park and recreational land for a proposed subdivision containing more than fifty (50) parcels or a residential development not involving a subdivision of more than fifty (50) dwelling units, the City Council shall determine whether it accepts a land dedication, payment of a fee, or a combination of both a dedication and fee, based upon the following factors:

(1) The topography, geology, access and location of land in the development available for dedication;

(2) The size and shape of the development and land available for dedication;

(3) The feasibility of dedication; and

(4) The availability of previously dedicated park property.

(d) The determination of the City as to whether land shall be dedicated, or whether a fee shall be charged, or a combination thereof, shall be final and conclusive.

17.35.060 Use of park in-lieu fees.

The fees collected pursuant to this Chapter shall be deposited to the Park Impact Fee Fund, and shall be used for the purposes set forth below.

(a) Money within the Park Impact Fee Fund shall be segregated by fee source and used and expended primarily for the acquisition and/or expansion of parks and recreational facilities reasonably related to serving the public by way of purchase of necessary land.

(b) In the alternative, for residential projects involving subdivisions only, if the City Council finds that there is already sufficient land available for such uses, then as a second priority, this money shall be used for the improvement and rehabilitation of existing land and facilities for park and recreational purposes.

(c) Except as otherwise provided in this section, for developments involving a subdivision of land, the land, fees, or combination thereof shall be used to serve the subdivision. Notwithstanding the foregoing, for subdivisions for which the City requires the payment of fees or a combination of a land dedication and fees, the fees may be spent on facilities in a neighborhood other than the neighborhood of the subdivision, if all of the following requirements are met:

(1) The neighborhood in which the fees are to be expended has fewer than three (3) acres of park area per 1000 members of the neighborhood population;

(2) The neighborhood of the subdivision for which the fees are paid has a park area that meets or exceeds the Parkland Dedication Standard;

(3) The City holds a public hearing before using the fees;

(4) It is reasonably foreseeable that residents of the subdivision will use the proposed park and recreational facilities in the neighborhood where the fees are used; and

(5) The neighborhood where the fees are used is within a 10-minute walking distance of the subdivision.

17.35.070 Credit for private open space.

Where private open space is to be provided in a proposed residential development, and where the developer has submitted a written request with the project application for a credit against the amount of parkland dedication or the amount of the in-lieu fee thereof, a minimum of one (1.0) acre of open space must first be dedicated to the City for public park purposes. A maximum credit of fifty (50) percent of the value of the land devoted to private open space that is eligible for credit may be given against the requirement of land dedication or fees in-lieu thereof required by this Chapter, if the Approving Authority finds that it complies with this section and that it is in the public interest to do so. In order to receive such a credit, the

Approving Authority must make findings that the private open space meets the following standards:

(a) The calculation of private open space shall not include features required to be included by zoning and building codes and other applicable laws, including but not limited to yards, court areas, setbacks, decorative landscape areas required with residential site design and other open areas.

(b) The private open space shall be devoted to Active Recreational Uses, and for developments involving a subdivision, shall be wholly or partially owned and maintained by the future residents of the development. The private ownership and maintenance of the open space shall be restricted for such use by a recorded written agreement, conveyance, covenant or restrictions. Such document shall be subject to the prior review and approval of the City Attorney, and any future proposed amendments must be first submitted to the City Attorney for approval prior to adoption.

(c) The space shall be reasonably adapted for use for recreational purposes, taking into consideration such factors as size, shape, topography, geology, access and location, and the developer must propose and agree to design and construct the necessary recreational and park facilities and improvements associated with each element of the private open space set forth below; said facilities and improvements shall be constructed prior to the issuance of a certificate of use and occupancy for the units that are receiving the credit.

(d) Facilities proposed for the open space shall be in substantial compliance with the provisions of the Parks, Open Space, and Recreation Goals and Policies of the General Plan.

(e) The developer shall supply a covenant to maintain the open space to the City Attorney prior to approval of the final subdivision map for review and approval. Once approved

by the City Attorney, such document shall be recorded simultaneously with the final subdivision map.

(f) The private open space must contain at least four (4) of the following eight (8) elements:

(1) Turfed play field, comprised of a single unit of land which is generally level and free of physical barriers which would inhibit group play activities with a minimum contiguous area of one-half (0.50) acres;

(2) Children's play apparatus area that conforms to the then current Federal Consumer Product Safety Commission guidelines;

(3) Landscaped and furnished, park-like quiet area;

(4) Recreational community gardens;

(5) Family picnic area;

(6) Game, fitness or sport court area;

(7) Accessible swimming pool (minimum size 42' × 75') with adjacent deck and lawn areas;

(8) Recreation center buildings and grounds.

(g) Shape and Size.

(1) The combined area of Active Recreational Uses for a facility to qualify is a minimum of three quarters (0.75) acre.

(2) The shape and location of the open space shall provide the greatest utility possible to the greatest number of residents of the development for which credit is sought. If limited access recreation areas are proposed, their credit value can only be applied against the park fee obligation generated by those residents with access to the said recreation area.

(3) Irregularly shaped pieces of property of less than optimum utility or burdened by topographic considerations that render them unsuitable for Active Recreational Uses shall not be eligible for credit.

(h) Housing developments for which 100% of the units are affordable to low- and/or moderate-income households, and housing developments for senior citizens authorized by the California Civil Code or the Federal Fair Housing Amendments Act, will be eligible for up to an additional 15% credit toward the parkland dedication requirement or fees in-lieu thereof, provided that the Approving Authority finds that (1) the development complies with all other provisions of this section and that (2) providing the additional credit would serve the public interest.

17.35.080 Procedure.

(a) Upon receiving a complete application for a residential development or subdivision, the Director of Parks and Recreation shall determine the conditions necessary to comply with the requirements for parkland dedication or fees in-lieu thereof as set forth in this Chapter and said conditions shall be proposed to the Approving Authority as conditions of approval for the project. The establishment of such conditions for projects that do not involve a subdivision shall comply with the procedures set forth in Government Code Sec. 66001 et seq.

(b) At the time of project approval, the Approving Authority shall consider the recommendation of the Director of Parks and Recreation and make a final determination as to the land to be dedicated and/or fees to be paid by the developer.

(c) Any in-lieu fees imposed under this Chapter shall be due and payable to the City prior to issuance of a building permit for each dwelling unit.

(d) Refunds. In the event a developer does not use a building permit for construction of a dwelling unit, the City will refund the fee collected for that dwelling unit at the time of

expiration of the building permit. In addition, the City shall commit the funds to the uses authorized under this Chapter within five (5) years of the latter of the date the fee was paid, the issuance of buildings permits on one-half of the lots created by the subdivision, or the construction of one-half of the dwelling units for developments not involving subdivisions. If such fees are not committed within this time, they, without any deductions, shall be distributed and paid to the then record owners of the properties in the same proportion that the size of their lot bears to the total area of all lots within the development.

17.35.090 Exceptions.

This Chapter shall not apply to the following developments:

(a) Commercial or industrial subdivisions that involve no residential component. Notwithstanding the foregoing, the City may, at its discretion, impose a condition on the approval of a parcel map or subdivision map requiring that if a building permit is requested for construction of a residential structure or structures on one or more of the parcels within four years, the City may require the owner of each parcel to pay the fee as a condition of the issuance of the permit.

(b) Convalescent hospitals and similar dependent care facilities.

(c) Residence halls on the campus of a college or university.

(d) In the event that a developer pays a fee or dedicates land pursuant to this Chapter for a multifamily rental housing development without a subdivision, and the developer or his successors subsequently subdivides the development within fifteen (15) years, the developer or his successors shall not be required to pay the fee or dedicate land for the subsequent subdivision that would be required under this Chapter."

(e) Accessory Dwelling Units, as defined by the Zoning Ordinance.

SECTION 4: 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 5: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California." The fees shall be phased in pursuant to the Implementation and Phasing Schedule set forth in Attachment 1, attached hereto and incorporated herein by this reference.

PASSED FOR THE PURPOSE OF PUBLICATION this 24th day of June, 2014, by the following vote:

AYES:	COUNCILORS:	Davis, Gillmor, Kolstad, Mahan, Marsalli and O'Neill and Mayor Matthews
NOES:	COUNCILORS:	None
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST:

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Fee Implementation and Phasing Schedule

Attachment 1

Fee Implementation Schedule

Adoption of Ordinance June 24, 2014	
Effective Date (60 days+) August 26, 2014	Exempt
Complete Application August 27—September 30, 2014	25% of fee due
Complete Application October 1 – November 15, 2014	50% of fee due
Complete Application November 16 – December 31, 2014	75% of fee due
Complete Application after January 1, 2015	100%

PROOF OF PUBLICATION

Santa Clara Weekly

P.O. Box 580, Santa Clara, California 95052

IN THE
City of Santa Clara,
State of California,
County of Santa Clara

CITY OF SANTA CLARA NOTICE OF PROPOSED ORDINANCE ORDINANCE NO. 1928

State of California,
County of Santa Clara } SS.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of the Santa Clara Weekly, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, and said Santa Clara Weekly is and was at all times hereinmentioned a newspaper of general circulation as that term is defined by sections 6000 and following, of the government code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interest or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year proceeding the first publication of the notice herein mentioned; that said notice was set in type not smaller than non-parell, describing and expessing in general terms the purport and character of the notice intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates to wit:

Pub: 7/2/2014

Dated at Santa Clara, California

This 2ND day of JULY, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed: _____
(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

NOTICE OF PROPOSED ORDINANCE NO. 1928

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING A NEW CHAPTER 17.35 ("PARK AND RECREATIONAL LAND") TO TITLE 17 ("DEVELOPMENT") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

The proposed ordinance establishes a parkland dedication requirement for new residential construction in the City of Santa Clara, based upon a nexus study prepared by Willdan Financial Services, and in accordance with the Quimby and Mitigation Fee Acts. Certain developments would be eligible to pay a fee in lieu of dedicating parkland, or to provide a combination of a dedication and fee. Developments would receive a credit against these requirements if they provide private open space meeting specific standards. Fees collected would be applied to the acquisition, expansion and rehabilitation of park and recreational facilities.

DATE OF ORDINANCE INTRODUCTION: June 24, 2014

DATE OF PUBLIC HEARING: July 15, 2014

LOCATION OF PUBLIC HEARING: City Council Chambers, 1500 Warburton Avenue, Santa Clara

POSTING LOCATIONS: City of Santa Clara locations where the full text of the proposed ordinance is available for review: City Clerk's Office, 1500 Warburton Avenue; Central Park Library, 2635 Homestead Road; Mission Branch Library, 1098 Lexington Street

Pub.: 7/2/2014

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-1

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Finance/Assistant City Manager

Subject: Acceptance of the Monthly Financial Status Reports for May 2014

EXECUTIVE SUMMARY:

In compliance with the Charter of the City of Santa Clara, Article IX, Sections 904(d) and (h) and the State of California Government Code Sections 41004 and 53646, the following reports for May 2014 are submitted for your information and acceptance:

1. Summaries of Revenues and Expenditures (Operating and Capital Improvement Funds)
2. All Funds Cash Position
3. Summary of Portfolio
4. Summary Schedule of Investments
5. Investment Maturity Distribution
6. List of Securities Brokers and Dealers
7. Attachment A: Investment Inventory With Market Value

ADVANTAGES AND DISADVANTAGES OF ISSUE:

These reports provide monthly revenues and expenditures summaries and summary investment schedules.

ECONOMIC/FISCAL IMPACT:

Costs associated with the regular preparation of these reports are included in the General Fund Operating Budget.

RECOMMENDATION:

That the Council accept the Monthly Financial Status Reports for May 2014 as presented.

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Monthly Financial Status Reports for May 2014

J:\FILTRNFR\Secretary\Financial Status Reports\Financial Status Report May 2014.doc

Exhibit 1

CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

SUMMARIES OF REVENUES AND EXPENDITURES

ALL FUNDS CASH POSITION

SUMMARY OF PORTFOLIO

SUMMARY SCHEDULE OF INVESTMENTS

INVESTMENT MATURITY DISTRIBUTION

LIST OF SECURITIES BROKERS AND DEALERS

ATTACHMENT A: INVESTMENT INVENTORY WITH MARKET VALUE

May 2014

CITY OF SANTA CLARA

MONTHLY FINANCIAL STATUS REPORTS

TABLE OF CONTENTS

		Page #
1	Summaries of Revenues and Expenditures (Operating and Capital Improvement Funds)	1
2	All Funds Cash Position	3
3	Summary of Portfolio	4
4	Summary Schedule of Investments	5
5	Investment Maturity Distribution Schedule	6
6	List of Securities Brokers and Dealers	7
7	Attachment A: Investment Inventory With Market Value	

CITY OF SANTA CLARA
OPERATING FUNDS
SUMMARY OF REVENUES AND EXPENDITURES
Fiscal Year 2013-2014
as of May 31, 2014

		EXPENDITURES			REVENUES		
Fund Description	Fund #	Appropriations[1]	Expenditures To Date	Unexpended Balance	Budgeted Resources [2]	Receipts and Net Transfers In/(Out) To Date [3]	Unrealized (Unanticipated) Revenue
General Fund	001	$ 156,328,124	$ 132,773,305	$ 23,554,819	$ 156,328,124	$ 145,054,191	$ 11,273,933
Downtown Parking Mtce.	025	173,083	124,733	48,350	173,083	168,462	4,621
Convention Center Mtce.	026	1,339,009	1,150,534	188,475	1,339,009	1,346,498	(7,489)
Public Facilities Corp. Debt	431	2,507,246	2,501,902	5,344	2,507,246	2,507,304	(58)
Debt Service	441	7,196,825	7,195,376	1,449	7,196,825	7,196,825	-
Vehicle Equipment	050	5,497,608	2,482,417	3,015,191	5,497,608	5,324,108	173,500
Automotive Services	053	4,116,450	3,781,617	334,833	4,116,450	3,800,858	315,592
Senior Nutrition Program	111	185,063	149,038	36,025	185,063	130,671	54,392
Communications Tech. Srv.	047	801,751	426,755	374,996	801,751	738,812	62,939
Communications Equip.	048	1,317,991	1,069,350	248,641	1,317,991	1,208,158	109,833
Electric Utility Funds	091/191	322,591,694	269,794,098	52,797,596	322,591,694	278,681,862	43,909,832
Electric Utility Debt	491	92,853,353	89,818,818	3,034,535	92,853,353	92,857,989	(4,636)
Water Utility Fund	092	30,582,377	24,599,993	5,982,384	30,582,377	27,985,518	2,596,859
Sewer Utility Fund	094	17,987,689	16,061,227	1,926,462	17,987,689	17,752,011	235,678
Cemetery	093	934,236	801,878	132,358	934,236	837,103	97,133
Solid Waste Utility Fund	096	19,804,675	16,428,567	3,376,108	19,804,675	17,889,118	1,915,557
Water Recycling Program	097	2,722,282	1,870,926	851,356	2,722,282	2,625,246	97,036
TOTAL		**$ 666,939,456**	**$ 571,030,534**	**$ 95,908,922**	**$ 666,939,456**	**$ 606,104,734**	**$ 60,834,722**

(1) - Budgeted appropriations include encumbered 6-30-13 appropriations plus FY13-14 appropriations.
(2) - Budgeted Resources include Estimated Revenues, Net Operating Transfers and Fund Beginning Balance.
(3) - Includes Actual Revenues, Net Operating Transfers and Budgeted Decreases (Increases) to Fund Reserves.

CITY OF SANTA CLARA
CAPITAL IMPROVEMENT FUNDS
SUMMARY OF REVENUES AND EXPENDITURES
Fiscal Year 2013-2014
as of May 31, 2014

		EXPENDITURES			REVENUES		
Fund Description	Fund #	Appropriations[1]	Expenditures To Date	Unexpended Balance	Budgeted Resources[2]	Receipts and Net Transfers In/(Out) To Date [3]	Unrealized (Unanticipated) Revenue
Street Beautification	531	$ 732,972	$ 219,380	$ 513,592	$ 732,972	$ 733,172	$ (200)
Parks & Recreation	532	4,030,711	276,941	3,753,770	4,030,711	3,814,059	216,652
Streets & Highways	533	12,667,924	3,817,705	8,850,219	12,667,924	6,411,589	6,256,335
Section 2105 Gas Tax	521	1,029,621	295,951	733,670	1,029,621	1,166,716	(137,095)
Major City Streets	522	3,297,912	785,352	2,512,560	3,297,912	3,256,233	41,679
Section 2103 Gas Tax	523	2,064,436	-	2,064,436	2,064,436	3,152,567	(1,088,131)
Select City Streets	524	1,566,659	306,548	1,260,111	1,566,659	1,661,030	(94,371)
Traffic Mitigation	525	14,567,136	645,952	13,921,184	14,567,136	12,360,114	2,207,022
Street Lighting	534	4,444,713	76,561	4,368,152	4,444,713	4,231,328	213,385
Storm Drain	535	3,274,755	525,472	2,749,283	3,274,755	3,265,085	9,670
Fire	536	684,307	350,604	333,703	684,307	644,809	39,498
Library	537	570,859	123,429	447,430	570,859	570,859	-
Public Buildings	538	2,200,118	298,633	1,901,485	2,200,118	2,201,821	(1,703)
General Govmnt - Other	539	11,924,759	4,215,409	7,709,350	11,924,759	10,739,567	1,185,192
Community Services	562	4,372,998	1,820,121	2,552,877	4,372,998	926,581	3,446,417
Electric Utility	591	105,861,597	17,675,226	88,186,371	105,861,597	89,734,612	16,126,985
Water Utility	592	13,983,586	3,678,818	10,304,768	13,983,586	13,515,061	468,525
Cemetery	593	98,900	35,918	62,982	98,900	98,900	-
Sewer Utility	594	45,252,912	12,519,290	32,733,622	45,252,912	34,302,955	10,949,957
Solid Waste Utility	596	756,798	473,216	283,582	756,798	754,006	2,792
Water Recycling Prgm.	597	1,060,000	318,027	741,973	1,060,000	1,060,000	-
University Project Area CIP	938	4,255,629	4,255,629	-	4,255,629	4,255,629	-
Bayshore North Proj Area CIP	939	43,401,973	41,532,304	1,869,669	43,401,973	43,322,551	79,422
TOTAL		**$ 282,101,275**	**$ 94,246,486**	**$ 187,854,789**	**$ 282,101,275**	**$ 242,179,244**	**$ 39,922,031**

(1) - Budgeted appropriations include unexpended 6-30-13 appropriations plus FY13-14 appropriations, and exclude unallocated appropriations.

(2) - Budgeted Resources include Estimated Revenues, Net Operating Transfers and Fund Beginning Balance.

(3) - Includes Actual Revenues, Net Operating Transfers and Budgeted Decreases (Increases) to Fund Reserves.

CITY OF SANTA CLARA
ALL FUNDS - CASH POSITION
as of May 31, 2014

TOTAL - ALL FUNDS CASH POSITION

Cash - Active	$ 45,487,525
Savings & Investments	550,914,740
TOTAL	$ 596,402,265

DETAIL OF SELECTED FUND CASH BALANCES:

	ELECTRIC	WATER	SEWER	SELECTED CONTINGENCY RESERVE
Operating Cash	$ 58,036,565	$ 10,859,962	$ 16,163,010	
Construction Cash	76,040,079	12,958,626	27,051,963	
Replacement & Improvement		303,090	1,507,553	
Water Conservation		73,125		
Green House Gas	19,504			
Renewable Energy Reserve	688,124			
Rate Stabilization Fund Reserve	25,000,000			
Cost Reduction Fund Reserve	77,258,577			
DVR Power Plant Contracts Reserve	5,078,163			
Working Capital (Emergency) Reserve				$ 17,599,232
Capital Projects Reserve				9,745,315
Building Inspection Reserve				7,944,475
Non-Expendable Land Proceeds				81,427,134
TOTALS	$ 242,121,012	$ 24,194,803	$ 44,722,526	$ 116,716,156

CITY OF SANTA CLARA
SUMMARY OF PORTFOLIO

All securities held by the City of Santa Clara as of May 31, 2014 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Successor Agency of the Redevelopment Agency of the City of Santa Clara (SA), the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of May 31, 2014.

	BOOK VALUE	PERCENTAGE
City	$526,251,362	98.50%
SA	6,300,710	1.18%
SOSA	749,094	0.14%
HA	937,869	0.18%
Unrestricted	$534,239,035	100.00%
Restricted Bond Proceeds	16,675,705	
Total	$550,914,740	

Not shown above are the Stadium Authority funds held in separate bank accounts totaling $469,794 on May 31, 2014.

On May 31, 2014 the principal cost and market value of the City's unrestricted pooled cash portfolio were $534,239,035 and $533,220,894, respectively. In addition, the accrued interest was $1,509,863.

Investment Strategy and Market Update

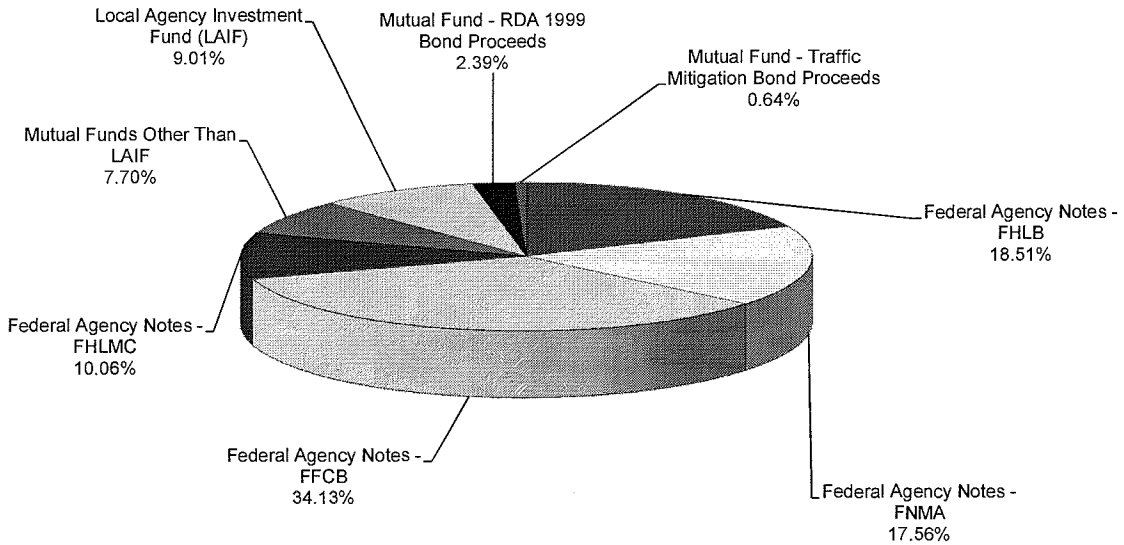
The City's investment strategy for May 2014 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

As of May 31, 2014, City's portfolio consists of approximately 80% of securities issued by four different Federal Agencies. In addition, to comply with the 1986 Tax Reform Act arbitrage regulations, a portion of the City's bond proceeds is invested in yield-restricted investments. These yield-restricted investments are not included in the calculation of the City's portfolio yield. The average maturity of the City's portfolio was 2.29 years and the City's portfolio yield vs. the 12-month average yield of two-year Treasury Notes was as follows:

PERIOD		CITY'S PORTFOLIO RETURN	BENCHMARK RETURN	AVERAGE DAYS TO MATURITY
May	2014	0.70%	0.35%	836
April	2014	0.71%	0.41%	856
May	2013	0.73%	0.26%	1,012

CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS MAY 31, 2014

INVESTMENT TYPE	BOOK VALUE	% OF PORTFOLIO	PER INVESTMENT POLICY
U.S. Treasury Notes	$ -	0.00%	No Limit
Federal Agency Notes - FHLB	102,001,863	18.51%	No Limit
Federal Agency Notes - FNMA	96,740,580	17.56%	No Limit
Federal Agency Notes - FFCB	188,071,814	34.13%	No Limit
Federal Agency Notes - FHLMC	55,396,216	10.06%	No Limit
Corporate Notes	-	0.00%	15%
Mutual Funds Other Than LAIF	42,400,513	7.70%	10% Per Fund
Local Agency Investment Fund (LAIF)	49,628,049	9.01%	$50 M
Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds	13,165,468	2.39%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	3,510,237	0.64%	No Limit
TOTAL INVESTMENTS	$ 550,914,740	100.00%	

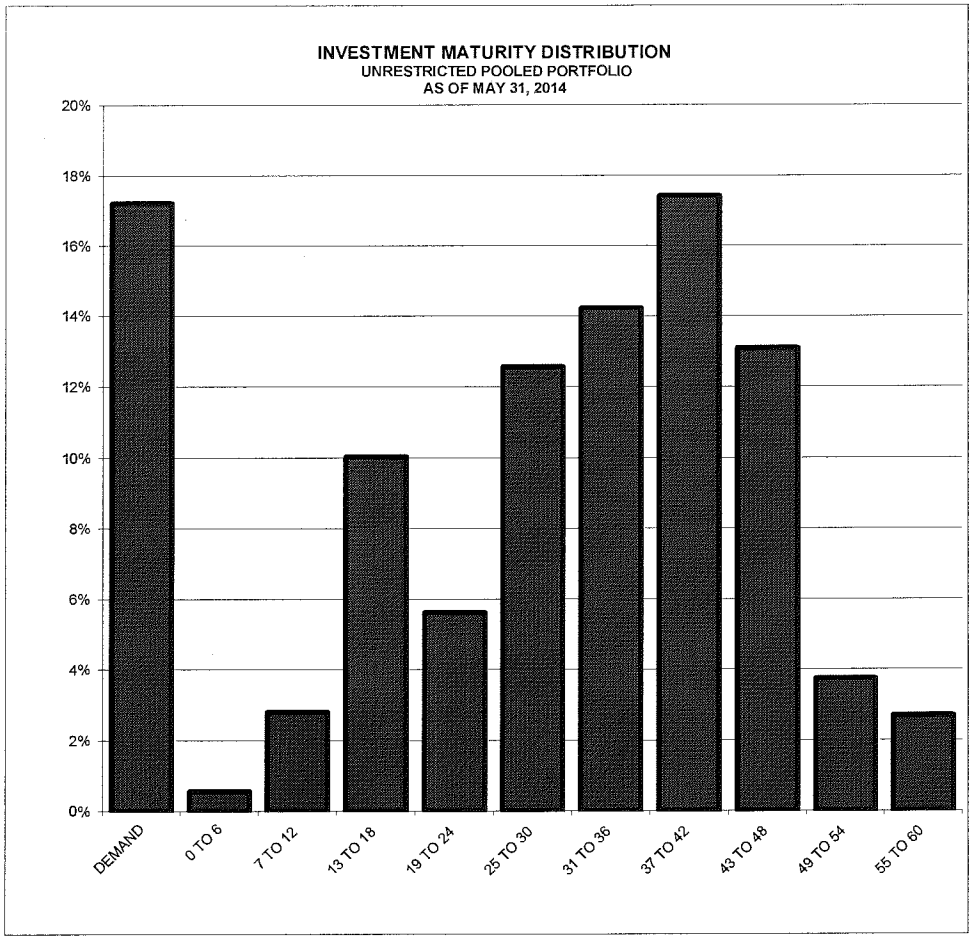


INVESTMENT MATURITY DISTRIBUTION
AS OF MAY 31, 2014
UNRESTRICTED POOLED PORTFOLIO

MATURITY (IN MONTHS)	BOOK VALUE	NUMBER OF INVESTMENTS	DISTRIBUTION
DEMAND	$ 92,028,562 (a)	3	17.23%
0 TO 6	3,033,253	1	0.57%
7 TO 12	15,004,652	2	2.81%
13 TO 18	53,628,790	8	10.04%
19 TO 24	30,005,171	3	5.62%
25 TO 30	67,122,408	8	12.56%
31 TO 36	75,991,923	8	14.22%
37 TO 42	93,113,622	10	17.43%
43 TO 48	69,914,608	7	13.09%
49 TO 54	19,946,046	2	3.73%
55 TO 60	14,450,000	3	2.70%
TOTAL	$ 534,239,035	55	100.00%

Average Maturity of Unrestricted Pool: 2.29 Years

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



CITY OF SANTA CLARA

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

Dreyfus Institutional Services

Fidelity Investment Institutional Services Co.

Franklin's Institutional Fiduciary Trust

Gilford Securities, Inc.

Higgins Capital Management

Morgan Keegan & Co., Inc.

All individual securities purchased by the City of Santa Clara from Securities Brokers/Primary Dealers are delivered to the City's safekeeping account with the Bank of New York Securities Safekeeping.

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 06/11/14 13:26:21

INVESTMENTS OUTSTANDING AS OF 05/31/14
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17193	FHLB step-up	3130A0YV6	25	1	.7500	3,650,000.00	3,648,872.15	6,083.33	
	03/11/14 03/11/19		25	000	.7500	3,650,000.00	99.96910000000	IDC	-1,127.85
A 17192	FHLB step-up	3130A0Y20	25	1	1.0000	5,800,000.00	5,801,200.60	12,727.78	1,200.60
	03/12/14 03/12/19		25	000	1.0000	5,800,000.00	100.0207000000	IDC	
A 17195	FHLB step-up	3130A1WJ3	25	1	1.0000	5,000,000.00	4,997,175.00	416.67	
	05/28/14 05/28/19		25	000	1.0000	5,000,000.00	99.94350000000	IDC	-2,825.00
SUBTOTAL (Inv Type) 20 FHLB step-up		2.63%(M)			.9369	14,450,000.00	14,447,247.75	19,227.78	1,200.60
					.9369	14,450,000.00	99.98095300000		-3,952.85
A 17058	FHLB MEDIUM TERM NOTES	3133XKTV7	25	1	4.8750	3,000,000.00	3,004,401.00	68,250.00	
	01/20/10 06/13/14		28	000	2.5001	3,033,253.25	100.1467000000	IDC	-28,852.25
A 17187	FHLB MEDIUM TERM NOTES	313378CN9	25	1	.6000	5,000,000.00	5,021,860.00	8,666.67	283.21
	01/08/14 08/17/15		25	000	.3105	5,021,576.79	100.4372000000	IDC	
A 17173	FHLB MEDIUM TERM NOTES	313382K85	25	1	.4500	10,000,000.00	10,015,140.00	9,125.00	3,283.53
	04/24/13 03/18/16		25	000	.3903	10,011,856.47	100.1514000000	IDC	
A 17178	FHLB MEDIUM TERM NOTES	3133834R9	25	1	.3750	10,000,000.00	9,983,900.00	16,354.18	2,508.97
	05/14/13 06/24/16		25	000	.4502	9,981,391.03	99.83900000000	IDC	
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES		5.10%(M)			.9287	28,000,000.00	28,025,301.00	102,395.85	6,075.71
					.6255	28,048,077.54	100.0903610000		-28,852.25
A 17190	FHLB COUPON NOTES	313379ER6	25	1	.5000	3,560,000.00	3,573,339.32	8,356.11	2,766.12
	01/10/14 06/12/15		25	000	.2906	3,571,957.64	100.3747000000	IDC	
A 17177	FHLB COUPON NOTES	313382V75	25	1	.4500	10,000,000.00	9,972,360.00	2,750.00	
	05/09/13 05/09/16		30	000	.4500	10,000,000.00	99.72360000000	IDC	-27,640.00
A 17176	FHLB Coupon Notes	3135G0WY5	25	1	.5500	10,000,000.00	9,961,270.00	2,597.22	
	05/14/13 11/14/16		25	000	.5387	10,002,784.84	99.61270000000	IDC	-41,514.84
A 17196	FHLB COUPON NOTES	3130A1WY0	25	1	1.3000	5,000,000.00	5,004,845.00	541.67	1,145.00
	05/28/14 11/28/16		25	000	1.2698	5,003,700.00	100.0969000000	IDC	
A 17197	FHLB COUPON NOTES	3134G54P7	25	1	1.3750	5,305,000.00	5,298,957.61	607.86	
	05/28/14 11/28/16		25	000	1.3342	5,310,305.00	99.88610000000	IDC	-11,347.39
A 17157	FHLB COUPON NOTES	3133817D1	25	1	.9800	5,660,000.00	5,635,362.02	2,465.24	
	11/15/12 11/15/17		25	000	.9800	5,660,000.00	99.56470000000	IDC	-24,637.98
A 17161	FHLB COUPON NOTES	313381LC7	25	1	.9500	10,000,000.00	9,909,720.00	40,375.00	
	12/28/12 12/28/17		25	000	.9500	10,000,000.00	99.09720000000	IDC	-90,280.00
A 17183	FHLB COUPON NOTES	313383EP2	25	1	1.2500	10,000,000.00	9,915,710.00	55,902.78	
	06/20/13 06/20/18		26	000	1.3538	9,955,038.34	99.15710000000	IDC	-39,328.34
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES		10.78%(M)			.8921	59,525,000.00	59,271,563.95	113,595.88	3,911.12
					.8889	59,503,785.82	99.57423600000		-234,748.55
A 17112	FNMA COUPON NOTES	31398A4M1	25	1	1.6250	10,000,000.00	10,195,690.00	15,798.61	86,986.82
	12/13/11 10/26/15		26	000	.8851	10,108,703.18	101.9569000000	IDC	

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT) RUN: 06/11/14 13:26:21

INVESTMENTS OUTSTANDING AS OF 05/31/14
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17167	FNMA COUPON NOTE	3135G0SU8	25	1	.6000	6,905,000.00	6,885,265.51	7,480.42	
	01/14/13 09/26/16		25	000	.6206	6,901,496.39	99.71420000000	IDC	-16,230.88
A 17185	FNMA COUPON NOTE	3135G0XL2	25	1	.6500	10,000,000.00	9,966,750.00	16,972.22	81,502.77
	06/13/13 02/27/17		25	000	1.0417	9,885,247.23	99.66750000000	IDC	
A 17153	FNMA COUPON NOTES	3136G0X89	25	1	.7500	10,000,000.00	9,945,570.00	7,291.67	
	10/26/12 04/26/17		25	000	.7500	10,000,000.00	99.45570000000	IDC	-54,430.00
A 17182	FNMA COUPON NOTE	3136G1NU9	25	1	1.0000	10,000,000.00	10,003,850.00	45,000.00	3,850.00
	06/19/13 06/19/17		25	000	1.0000	10,000,000.00	100.0385000000	IDC	
A 17141	FNMA COUPON NOTE	3136G0QM6	25	1	1.1000	10,000,000.00	10,005,070.00	42,777.78	
	07/11/12 07/11/17		25	000	1.0808	10,006,498.80	100.0507000000	IDC	-1,428.80
A 17144	FNMA COUPON NOTE	3135G0NF6	25	1	1.0000	10,000,000.00	9,969,030.00	27,777.78	
	08/21/12 08/21/17		30	000	1.0000	10,000,000.00	99.69030000000	IDC	-30,970.00
	SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE	12.18%(M)			.9790	66,905,000.00	66,971,225.51	163,098.48	172,339.59
					.9244	66,901,945.60	100.0989840000		-103,059.68
A 17184	FNMA MEDIUM TERM NOTE	3135G0XP3	25	1	.3750	10,000,000.00	9,982,550.00	15,208.33	57,774.66
	06/12/13 07/05/16		25	100	.6803	9,924,775.34	99.82550000000	IDC	
A 17156	FNMA MEDIUM TERM NOTE	3135G0PQ0	25	1	.8750	10,000,000.00	9,951,230.00	8,506.94	
	10/26/12 10/26/17		25	000	.9452	9,976,063.75	99.51230000000	IDC	-24,833.75
A 17180	FNMA MEDIUM TERM NOTE	3135G0WJ8	25	1	.8750	10,000,000.00	9,860,610.00	2,430.56	
	05/28/13 05/21/18		30	000	1.0350	9,937,795.49	98.60610000000	IDC	-77,185.49
	SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE	5.42%(M)			.7087	30,000,000.00	29,794,390.00	26,145.83	57,774.66
					.8870	29,838,634.58	99.31463300000		-102,019.24
A 17082	FFCB MEDIUM TERM NOTES	31331KCR9	25	1	2.0500	5,000,000.00	5,067,405.00	29,326.39	60,261.31
	03/09/11 02/18/15		26	000	1.9001	5,007,143.69	101.3481000000	IDC	
A 17139	FFCB MEDIUM TERM NOTES	3133EANJ3	25	1	.5000	10,000,000.00	10,031,350.00	4,166.67	33,841.25
	06/13/12 05/01/15		25	000	.5252	9,997,508.75	100.3135000000	IDC	
A 17191	FFCB MEDIUM TERM NOTES	3133EDC67	25	1	.2500	7,000,000.00	7,010,780.00	7,923.61	14,840.00
	01/10/14 06/18/15		25	000	.2904	6,997,009.44	100.1540000000	IDC	
A 17169	FFCB MEDIUM TERM NOTES	3133ECBB9	25	1	.4000	10,000,000.00	10,025,610.00	8,444.43	29,895.71
	01/29/13 09/15/15		25	000	.4287	9,995,714.29	100.2561000000	IDC	
	SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES	5.84%(M)			.6567	32,000,000.00	32,135,145.00	49,861.10	138,838.27
					.6589	31,997,376.17	100.4223280000		
A 17168	FFCB COUPON NOTES	3133ECB86	25	1	.4200	10,000,000.00	10,016,540.00	5,366.67	13,586.20
	01/18/13 10/15/15		25	000	.4002	10,002,953.80	100.1654000000	IDC	
A 17174	FFCB COUPON NOTES	3133ECM76	25	1	.4000	10,000,000.00	9,993,220.00	4,333.33	
	04/26/13 04/22/16		25	000	.4337	9,993,315.02	99.93220000000	IDC	-95.02
A 17150	FFCB COUPON NOTES	3133EAZ76	25	1	.6900	10,000,000.00	10,000,300.00	12,458.33	300.00
	09/26/12 09/26/16		26	000	.6900	10,000,000.00	100.0030000000	IDC	

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT) RUN: 06/11/14 13:26:21

INVESTMENTS OUTSTANDING AS OF 05/31/14
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17151	FFCB COUPON NOTES	3133EA2L1	25	1	.7200	10,000,000.00	9,996,150.00	30,800.00	
	09/27/12 12/27/16		25	000	.7309	9,997,530.61	99.96150000000	IDC	-1,380.61
A 17163	FFCB COUPON NOTES	3133ECBN3	25	1	.6500	9,790,000.00	9,774,776.55	27,221.64	
	01/08/13 12/27/16		26	000	.6628	9,786,300.88	99.84450000000	IDC	-11,524.33
A 17160	FFCB COUPON NOTES	3133ECAK0	25	1	.6700	10,000,000.00	9,943,840.00	13,213.89	
	12/20/12 03/20/17		25	000	.7083	9,988,704.06	99.43840000000	IDC	-44,864.06
A 17154	FFCB COUPON NOTES	3133EA4G0	25	1	.7000	10,000,000.00	9,939,520.00	9,722.22	
	10/12/12 04/11/17		25	000	.7396	9,988,329.78	99.39520000000	IDC	-48,809.78
A 17165	FFCB COUPON NOTES	3133EAE38	25	1	.8200	6,350,000.00	6,326,625.65	4,339.17	
	01/10/13 05/01/17		25	000	.8223	6,349,557.68	99.63190000000	IDC	-22,932.03
A 17175	FFCB COUPON NOTES	3133ECP40	25	1	.6400	10,000,000.00	9,872,200.00	3,911.11	
	05/09/13 05/09/17		25	000	.6527	9,996,252.57	98.72200000000	IDC	-124,052.57
A 17152	FFCB COUPON NOTES	3133EA4H8	25	1	.8200	10,000,000.00	9,941,820.00	31,888.89	
	10/12/12 07/11/17		25	000	.8407	9,992,931.56	99.41820000000	IDC	-51,111.56
A 17143	FFCB COUPON NOTES	3133EAZK7	25	1	.9700	10,000,000.00	9,982,910.00	34,219.44	
	07/24/12 07/24/17		25	000	.9700	10,000,000.00	99.82910000000	IDC	-17,090.00
A 17145	FFCB COUPON NOTES	3133EAF86	25	1	.9700	10,000,000.00	9,996,850.00	30,716.67	
	08/07/12 08/07/17		25	000	.9700	10,000,000.00	99.96850000000	IDC	-3,150.00
A 17149	FFCB COUPON NOTES	3133EAR26	25	1	.9700	10,000,000.00	9,985,160.00	23,172.22	
	09/05/12 09/05/17		25	000	.9772	9,997,548.47	99.85160000000	IDC	-12,388.47
A 17159	FFCB COUPON NOTES	3133EC7A6	25	1	.8200	10,000,000.00	9,923,930.00	38,494.44	
	12/12/12 12/12/17		25	000	.8405	9,992,004.38	99.23930000000	IDC	-68,074.38
A 17179	FFCB COUPON NOTES	3133ECQ56	25	1	1.0800	10,000,000.00	9,889,810.00	2,700.00	
	05/22/13 05/22/18		25	000	1.0852	9,998,001.10	98.89810000000	IDC	-108,191.10
A 17181	FFCB COUPON NOTES	3133ECQW7	25	1	1.2500	10,000,000.00	9,901,270.00	61,458.33	
	06/04/13 06/04/18		26	000	1.2707	9,991,007.67	99.01270000000	IDC	-89,737.67
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES		28.28%(M)			.7863	156,140,000.00	155,484,922.20	334,016.35	13,886.20
					.7993	156,074,437.58	99.58045500000		-603,401.58
A 17188	FHLMC MEDIUM TERM NOTES	3134G3ZA1	25	1	.5000	5,040,000.00	5,058,270.00	6,510.00	5,503.83
	01/09/14 08/28/15		25	000	.3301	5,052,766.17	100.3625000000	IDC	
A 17189	FHLMC MEDIUM TERM NOTES	3134G3ZA1	25	1	.5000	2,870,000.00	2,880,403.75	3,707.08	2,295.28
	01/07/14 08/28/15		25	000	.3105	2,878,108.47	100.3625000000	IDC	
A 17194	FHLMC MEDIUM TERM NOTES	3137EADL0	25	1	1.0000	7,500,000.00	7,506,382.50	12,916.67	25,803.80
	03/10/14 09/29/17		25	000	1.0756	7,480,578.70	100.0851000000	IDC	
SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES		2.81%(M)			.7427	15,410,000.00	15,445,056.25	23,133.75	33,602.91
					.6883	15,411,453.34	100.2274900000		
A 17155	FHLMC COUPON NOTES	3134G3S50	25	1	.6250	10,000,000.00	10,010,960.00	5,208.33	13,004.88
	10/18/12 11/01/16		25	000	.6333	9,997,955.12	100.1096000000	IDC	
A 17164	FHLMC COUPON NOTES	3134G33Y4	25	1	.9500	10,000,000.00	9,889,610.00	34,041.67	
	01/22/13 01/22/18		25	000	.9808	9,988,006.57	98.89610000000	IDC	-98,396.57
A 17171	FHLMC COUPON NOTES	3134G37A2	25	1	1.1250	10,000,000.00	9,882,850.00	18,437.50	
	04/02/13 04/02/18		25	000	1.1250	10,000,000.00	98.82850000000	IDC	-117,150.00

Attachment A

FINANCE DEPARTMENT
CITY OF SANTA CLARA
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

RUN: 06/11/14 13:26:21

INVESTMENTS OUTSTANDING AS OF 05/31/14
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN RATE YTM TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR INT PRICE SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17172	FHLMC COUPON NOTES	3134G43F3	25	1	1.0200	10,000,000.00	9,834,060.00	8,783.33	
	04/30/13 04/30/18		25	000	1.0231	9,998,800.66	98.34060000000	IDC	-164,740.66
	SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES		7.20%(M)		.9300	40,000,000.00	39,617,480.00	66,470.83	13,004.88
					.9405	39,984,762.35	99.04370000000		-380,287.23
A 16667	RDA1999 Bond Proceeds Investmen		20	400	.0099	13,165,467.87	13,165,467.87*	-28,008.92	0.00
	10/04/04 06/18/14		3	000	.0099	13,165,467.87	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 65 Govt Mutual Fund - Fide		2.39%(M)		.0099	13,165,467.87	13,165,467.87	-28,008.92	.00
					.0099	13,165,467.87	100.0000000000		
A 16059	STATE OF CA DEMAND DEP		96	1	.2403	49,628,048.97	49,628,048.97	111,021.21	0.00
	09/30/97 06/18/14		96	000	.2403	49,628,048.97	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT		9.02%(M)		.2403	49,628,048.97	49,628,048.97	111,021.21	.00
					.2403	49,628,048.97	100.0000000000		
A 17046	MUTUAL FUNDS-FIDELITY		25	1	.0099	40,226,638.18	40,226,638.18*	12,978.02	0.00
	11/01/08 06/18/14		101	000	.0099	40,226,638.18	100.0000000000	BOOK	
	SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY		7.32%(M)		.0099	40,226,638.18	40,226,638.18	12,978.02	.00
					.0099	40,226,638.18	100.0000000000		
A 16064	DREYFUS TREASURY CASH MANAGEMEN		20	800	.0099	3,510,237.43	3,510,237.43	1,279.43	0.00
	10/31/97 06/18/14		102	000	.0099	3,510,237.43	100.0000000000	USERPR	
A 16122	DREYFUS GOVERNMENT FUND		20	1	.0099	2,173,874.93	2,173,874.93	2,147.40	0.00
	05/15/98 06/18/14		102	100	.0099	2,173,874.93	100.0000000000	USERPR	
	SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS		1.03%(M)		.0099	5,684,112.36	5,684,112.36	3,426.83	.00
					.0099	5,684,112.36	100.0000000000		
	GRAND TOTAL				.6974	551,134,267.38	549,896,599.04	997,362.99	440,633.94
					.6877	550,914,740.36	99.77543300000		-1,456,321.38

* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-2

Date: July 2, 2014

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the New Job Description for Emergency Medical Technician (EMT) As-Needed and Setting of the Pay Range at $16.00 to $20.00 per Hour

EXECUTIVE SUMMARY:

Supplemental Fire Department medical services will be needed for 49er football games and other special events taking place at Levi's Stadium. The emergency medical services personnel needed exceeds the City of Santa Clara's current Fire Department staffing levels. It was determined that hiring as-needed Emergency Medical Technicians (EMT's) to work on an as-needed or part time basis would provide a cost-effective means to supplement full time fire personnel during stadium events.

This is an as-needed "at will" classification, where the incumbents serve at the discretion of the City Manager. The incumbents in this classification will render basic life support, rescue and first aid to patients, work collaboratively with all allied health and public safety personnel, and demonstrate strong professional, service-oriented leadership and interpersonal skills, applicants will be held to the same rigorous hiring standards currently being used at the City's Fire Department.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the job description for Emergency Medical Technician (EMT) As-Needed will allow the City to begin the recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the City in approving the new job description, other than administrative staff time and expense. Funding is provided for this position in the proposed Fire Department 2014-2015 budget.

RECOMMENDATION:

That the Council approve the job description for Emergency Medical Technician (EMT) As-Needed, and set the pay range at $16.00 to $20.00 per hour.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) New Job Description for Emergency Medical Technician (EMT) As-Needed

Proposed July, 2014

CITY OF SANTA CLARA, CALIFORNIA
EMERGENCY MEDICAL TECHNICIAN (EMT)
SPECIAL EVENTS
(As-Needed)

EDUCATION AND EXPERIENCE
- High School Diploma or equivalent
- Must be a current Volunteer Reserve Firefighter "in good standing" with the Santa Clara Fire Department
- Work experience on a transporting ambulance is highly desirable
- A "Certified" Volunteer Reserve Firefighter is highly desirable

LICENSES &/OR CERTIFICATES
The following licenses and certifications are required at time of application and for duration of employment:
- Possession of valid California Class C driver's license
- Possession of a valid California Emergency Medical Technician certificate or Paramedic license; and
- Possession of a current CPR Certification.

PHYSICAL AND OTHER REQUIREMENTS
- Must be at least 18 years of age at time of appointment
- Must possess the strength and physical ability necessary to perform the essential functions of the position
- Must possess hearing, speech, and mental capabilities sufficient to perform all of the essential functions of the position; and
- Must be willing to be fingerprinted and pass a departmental interview, psychological, medical, and background investigation prior to appointment, as required.

TYPICAL DUTIES
Duties include but are not limited to the following:
- Render basic life support, rescue and first aid to patients
- Assist an EMT-Paramedic in the pre-treatment for Advanced Life Support procedures
- Respond to both emergency and non-emergency requests for assistance
- Assess each Emergency Medical Services (EMS) situation to determine best course of action and appropriate protocol
- Develop, utilize and maintain triage skills to provide optimal efficiency during response
- Lift and move patients as required
- Evaluate the ill and injured and document findings
- Use various types of stretchers and body immobilization devices
- Utilize medical equipment and procedures including gurney, oxygen, airway equipment/airway bag, splints, bandages, and other procedures as required to provide basic medical care within the EMT-B Scope of Practice
- Operate City vehicles (e.g. pick-up truck, golf cart) as directed
- Follow all Federal, State, County, and City laws, regulations, protocols and policies including

the Health Insurance Portability and Accountability Act (HIPAA)

- Provide patient care according to Santa Clara County EMS clinical protocols and safety requirements
- Communicate with a receiving health care facility to receive medical direction and to provide critical patient care information
- Communicate with patient and other appropriate persons to provide information and assurance that care is being given
- Document activities with regard to patient care to ensure appropriate information is recorded and available for each incident
- Follow policies and procedures regarding the recording of response times and return to service times
- Work collaboratively and professionally with all allied health and public safety personnel
- Read and understand stadium diagrams/maps and accurately determine the location and best route to the patient
- Read medication/prescription labels and directions for usage in quick, accurate, and expedient manner
- Communicate verbally with dispatchers, EMS providers and other public safety personnel via phone, radio or other electronic device
- Comply with all City of Santa Clara and Santa Clara Fire Department policies and procedures
- Comply with City of Santa Clara policies regarding information technology security
- Act as team leader and take responsibility for scene management as-needed
- Participate in apparatus and equipment clean-up and maintenance
- Perform other related duties as assigned

KNOWLEDGE, SKILLS, AND ABILITIES

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

Environment:
The employee is regularly exposed to outside weather conditions; extreme cold, extreme heat, potentially hostile environments; and extensive public contact. The incumbent will be exposed to blood, bodily fluids or tissues in the performance of duties assisting patients. The noise level in the work environment is usually moderate but may be very loud due to crowd noise, music, sirens, etc. Incumbents are required to work various shifts, including evenings and weekends, and may be required to travel to attend meetings.

Physical:
Primary functions require sufficient physical ability to work in an emergency medical services setting; walk, stand or sit for prolonged periods of time;
occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to heavy weights; frequently lift and/or move moderate to heavy weights up to 100lbs; occasionally lift and/or move heavy weights; requires a sense of touch, finger dexterity, and gripping with hands and fingers

SUPERVISION RECEIVED

Follows the chain of command and the Incident Command System (ICS) and works under the general supervision of a Santa Clara Firefighter or other classification as assigned.

SUPERVISION EXERCISED

- May be assigned to a team leader position and supervise others.

SPECIAL CONDITIONS

- Will be required to work special events.
- Will be required to work odd and unusual hours, including evenings, weekends and holidays.
- Per the California Public Employee Retirement System (CalPERS) "Public Safety Retirees on service retirement may not work more than 960 hours in a fiscal year for all CalPERS employers."
- Retirees who were medically retired (industrial or non-industrial) should confirm with their retirement plan that accepting employment as an EMT Special Events will not jeopardize their pension.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-3

Date: July 15, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Appointment of Candidate to the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee

EXECUTIVE SUMMARY:

The Santa Clara Valley Transportation Authority (VTA) Bicycle and Pedestrian Advisory Committee (BPAC) is comprised of one representative from each member agency, including the City of Santa Clara. The term for the current BPAC representative, Dale Schouten, will expire in June 30, 2014. At the June 18, 2014 meeting of the City's Bicycle and Pedestrian Advisory Committee (BPAC), the BPAC took action to recommend Committee member Dale Schouten to the City Council for reappointment for an additional two year term on the VTA BPAC.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Dale Schouten's membership on both the City BPAC and VTA BPAC facilitates communication between the City and the other member agencies. Mr. Schouten's previous experience on the VTA BPAC makes him an outstanding candidate for this reappointment.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATIONS:

That the Council reappoint Dale Schouten to the Santa Clara Valley Transportation Authority Bicycle and Pedestrian Advisory Committee for the term ending June 30, 2016.

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio J. Fuentes
City Manager

I:\ENGINEERING\Draft\WP\Agenda\VTA BPAC Representative 2014 agn.doc

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-4

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval for Use of City Forces, Electric Department Estimates

EXECUTIVE SUMMARY:

It is requested that the City Council find that City Forces, supplemented by Public Works and Contract Labor, if necessary, can best perform the installation of the following electric facilities and approve the use of City Forces, therefore:

Estimate No:	33270
Title/Location	Robert Bothman Building, 2690 Scott Boulevard
Type of Job:	New Business
Description of Work:	Install new padmount transformer for 2690 Scott Boulevard, as well as pull new underground cable for transformer. Pull new streetlighting wire and install two new 30' streetlights.

Estimated Cost:	$21,496.72	Customer/Developer Contribution:	$	21,602.38
		Salvaged Plant	$	699.84
		Customer Service Charge	<$	805.50 >

Estimate No:	33557
Title/Location	Replace Underground Cable to replace existing underground manhole, 2727 Augustine Drive
Type of Job:	New Business
Description of Work:	Replace existing Bridge Tap and Bridge Main underground cable so Irvine Co. can replace manhole 256 as part of the frontage improvements required at 2727 Augustine Drive.

Estimated Cost:	$22,251.14	Customer/Developer Contribution:	$	.00
		Salvaged Plant	$	7,679.60
		Customer Service Charge	$	14,571.54

RECOMMENDATION:

That Council approve the use of City Electric forces for the installation of facilities at 2690 Scott Boulevard; 2727 Augustine Drive.

John C. Roukema
Director of Electric Utility

APPROVED

Julio J. Fuentes
City Manager

Documents related to this report: None

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-5

Date: June 30, 2014

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Job Description for Assistant Fire Marshal, Setting of the Control Point at $14,400 per month, and Addition to the City's Conflict of Interest Code, Disclosure Category 1

EXECUTIVE SUMMARY:

This is a management position in the unclassified service, responsible for assisting the Fire Marshal with the management of the Fire Prevention and Hazardous Materials Division. An incumbent in this classification will exercise independent judgment and discretion; will formulate administrative policies for the effective use of assigned personnel; will actively support the direction and policies established by the City Manager and Fire Chief, as well as policies established by the City Council for the delivery of public safety service to the citizens. The Assistant Fire Marshal may be called upon to perform the duties of Deputy Fire Marshal and Deputy Fire Marshal – Hazardous Materials, including but not limited to inspections, investigations, and plan review.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values. Staff is recommending the addition of the new job description to the City's Conflict of Interest Code, Disclosure Category 1.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the job description for Assistant Fire Marshal will allow the City to begin the recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the City in approving the new job description, other than administrative staff time and expense. Funding is provided for this position in the proposed Fire Department 2014-2015 budget. The City's Control Point program reflects a range of monthly salary from 85% to 110% of Control Point. The monthly salary range for this position will begin at $12,240 (85%) and tops at $15,840 (110%) of Control Point. Typically, the entry level salary is set at the 85% level, but may vary based upon education and experience.

RECOMMENDATION:

That the Council approve the job description for Assistant Fire Marshal, set the control point at $14,400 per month, and add this specification to the City's Conflict of Interest Code, Disclosure Category 1.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) New Job Description for Assistant Fire Marshal

Proposed June, 2014

CITY OF SANTA CLARA, CALIFORNIA
ASSISTANT FIRE MARSHAL
(026)

EDUCATION AND EXPERIENCE

- Any combination of education and experience equivalent to graduation from an accredited college or university with a Bachelor's degree in Fire Science, Fire Administration, Fire Protection Engineering, Business Administration, Public Administration or related field; and
- Seven (7) years paid uniformed fire service experience in the public sector with at least four (4) years assigned to fire prevention or hazardous materials enforcement, including application and compliance with State and local fire and building codes, plan review of fire protection systems, land development, and building construction at a rank equivalent to a Deputy Fire Marshal.

DESIRABLE QUALIFICATIONS

- Fire investigation experience.
- Experience responding to or handling hazardous materials emergencies.
- Two (2) years in a supervisory capacity with administrative responsibilities.
- Experience with enforcement of the Fire Code, including inspection and plan review.
- Underground Tank Inspector Certification issued by the California State Water Resources Control Board.

LICENSES AND/OR CERTIFICATES

- Possession of a valid California Class C driver's license is required at time of appointment and for the duration of employment.
- Completion of California State Fire Marshal Fire Prevention 1 training or equivalent or possession of Certification as a Fire Inspector I from the International Code Council.
- Completion of California State Fire Marshal Fire Investigation 1A training or equivalent.
- Completion of California State Fire Marshal Fire Management 1 training or equivalent.
- Completion of California State Fire Marshal Fire Investigation 1B training or equivalent within six (6) month of appointment.
- Incumbents must complete a POST-qualified California Penal Code Section 832 training course, and be qualified as a Peace Officer with limited peace officer powers within six (6) months of appointment.
- Certification as Fire Inspector II from the International Code Council within one (1) year of appointment.
- Incumbents shall be required to obtain and maintain any other licenses(s) and or certification(s) that may be required by future regulation by Federal, State, local and/or industry requirements.

DISTINGUISHING CHARACTERISTICS

This is a management position in the unclassified service, responsible for assisting the Fire Marshal with the management of the Fire Prevention and Hazardous Materials Division. An

incumbent in this classification exercises independent judgment and discretion; formulates administrative policies for the effective use of assigned personnel; actively supports the direction and policies established by the Fire Chief and City Manager, as well as policies established by the City Council for the delivery of public safety service to the citizens. May act as the Fire Marshal in his/her absence. The Assistant Fire Marshal may be called upon to perform the duties of Deputy Fire Marshal and Deputy Fire Marshal – Hazardous Materials, including but not limited to inspections, investigations, and plan review.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

TYPICAL DUTIES

This description may not include all the duties, nor do the examples cover all duties that may be performed.

Under general direction, the incumbent will:

- Manage, train and evaluate staff, and develop processes designed to support a continuous learning environment;
- Assist the Fire Marshal in the management of the Fire Prevention and Hazardous Materials Division;
- Oversee the scheduling of work assignments for the personnel assigned to the Fire Prevention and Hazardous Materials Division;
- Provide information to the public and employees regarding the storage, use, and disposal of hazardous materials, and other fire and building code requirements;
- Investigate and resolve complaints regarding hazardous materials storage, handling, and use; and fire and life safety;
- Respond to emergencies as dispatched;
- Prepare and maintain records and reports related to the activities of the Fire Prevention and Hazardous Materials Division;
- Provide training to other City or department staff related to fire prevention and hazardous materials;
- Review and approve plans related to fire safety and hazardous materials;
- Perform inspections of new construction for facilities using and storing hazardous materials;
- Assist the Fire Marshal with the development of the budget for the Fire Prevention and Hazardous Materials Division;
- Assist the Fire Marshal with the coordination of the adoption of the Fire Code;
- Make presentations to the City Council as directed by the Fire Marshal;
- May act as Fire Marshal; and
- Perform other related work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of fire prevention;

- Principles of chemistry, analytical testing techniques, and sampling techniques;
- Building construction including hazardous materials, alarm systems, sprinkler systems, wet and dry standpipe systems and related systems;
- Computerized systems for maintaining data and preparing reports and correspondence;
- Environmental and safety practices, procedures, and standards;
- Fire investigation techniques;
- Supervisory techniques and methods of motivating staff to perform efficiently;
- Research techniques, methods and procedures, and report presentation; and
- Electronic spreadsheets, word processing, and database software (e.g., Excel, Word, Access).

Ability to:

- Understand laws, rules, and regulations pertaining to hazardous materials and waste;
- Gather, analyze, and present data clearly;
- Interpret and present findings in a clear, concise written form including the creation and use of tables, charts, and graphics to summarize results;
- Analyze situations and make appropriate recommendations;
- Exercise independent judgment and initiative;
- Work independently with minimal supervision;
- Speak effectively before large groups of people;
- Develop and conduct an effective public relations program on hazardous materials and waste;
- Communicate requirements, policies, and decisions to the public and co-workers in an effective manner;
- Communicate logically and clearly using correct English grammar, spelling, and punctuation;
- Follow and provide written and oral directions;
- Carry out complex written instructions and prepare comprehensive and precise written reports;
- Plan, assign, supervise, and review the work of fire department personnel;
- Research, interpret, apply, and explain laws, regulations, policies, and procedures;
- Establish and maintain effective working relationships with those contacted in the course of work;
- Deal tactfully and courteously with government officials, co-workers, contractors, architects, and the general public;
- Work in a team-based environment and achieve common goals;
- Effectively handle multiple priorities, organize workload, and meet strict deadlines;
- Read and interpret blueprints or construction drawings;
- Perform heavy and hazardous physical labor, and wear protective clothing and breathing apparatus as required to perform inspections and investigations; and
- Bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED

The Assistant Fire Marshal works under the general direction of the Fire Marshal or other manager as assigned.

SUPERVISION EXERCISED

Manage personnel assigned to work in the Fire Prevention and Hazardous Materials Division, which include Fire Inspector Aides, Fire Prevention Specialists, Deputy Fire Marshals and Deputy Fire Marshals – Hazardous Materials, and other staff as assigned.

OTHER REQUIREMENTS

- An incumbent of this classification may be required to work shifts, weekends, unusual hours in emergency situations, and to be available on an "on call" basis.
- Incumbent is required to establish and maintain a residence within fifty minutes of response following notification.
- Candidate will be required to pass a City background investigation which will include fingerprinting and may include psychological and polygraph screening as required for Assistant Fire Marshal
- Must be able to perform all of the essential functions of the job assignment.

CONFLICT OF INTEREST

Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually and upon leaving office, in accordance with City Manager Directive 100.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-6

Date: July 3, 2014

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Revised Job Description for Deputy City Manager

EXECUTIVE SUMMARY:

This is a management position in the unclassified service of the City of Santa Clara, reporting directly to the City Manager. The incumbent coordinates the City's participation in housing finance programs; performs delicate agency contract administration; manages and performs grant research and resource development activities; oversees the operation of the housing rehabilitation programs; provides direction to subordinate staff; administers and coordinates various Federal and State programs; grant-funded and community improvement projects; formulates policy recommendations; and provides liaison with governmental and private agencies. Within the City Manager's Office the incumbent will oversee areas such as capital improvement projects, preparation and review of agenda reports, contracts, and other reports as needed.

With the recent retirement from the Housing and Community Services division the responsibility for the housing program will be moved from the Department of Planning and Inspection to the City Manager's Office.

As a member of the City's Unclassified Service, this is an "at-will" position. The incumbent serves at the discretion of the City Manager. An incumbent in this classification: demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills; sets a good example; and correctly applies the tenets of the City's Code of Ethics and Values.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the revised job description for Deputy City Manager will allow the City to begin the recruitment. There are no disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no economic or fiscal impact to the city in approving the revised job description, other than administrative staff time and expense. Funding for this position will be provided by the salary savings from the recent retirement of the Housing and Community Services Division Manager and a Staff Analyst II.

RECOMMENDATION:

That the Council approve the revised job description for Deputy City Manager.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Revised Job Description for Deputy City Manager

Proposed, July, 2014
Approved September, 1983

CITY OF SANTA CLARA, CALIFORNIA
DEPUTY CITY MANAGER
(079)

EDUCATION AND EXPERIENCE
Education and experience equivalent to graduation from an accredited college or university with a major in public or business administration or an approved related area; and five (5) years of progressively responsible administrative experience.

DESIRABLE EDUCATION AND EXPERIENCE
Master's degree in Public Administration is highly desirable
Experience with grants administration, Community Development Block Grants (CDBG), housing rehabilitation and conservation, and housing program management
Experience with capital improvement management initiatives, preparation and review of agenda reports, contracts and other reports as needed
Recent governmental experience

SUBSTITUTION
A Master's degree in Public Administration may be substituted for one year of the experience requirement.

LICENSES
Possession of a valid Class C California driver's license is required at the time of appointment and for the duration of employment.

DISTINGUISHING CHARACTERISTICS
This is a management position in the unclassified service of the City of Santa Clara, reporting directly to the City Manager. The incumbent manages various Federal and State programs; coordinates the City's participation in housing finance programs; performs agency contract administration; manages and performs grant research and resource development activities; oversees the operation of the housing rehabilitation programs; provides direction to subordinate staff; coordinates grant funded housing renovations and community improvement projects; formulates policy recommendations; and provides liaison with other governmental and private agencies. The incumbent will oversee capital improvement projects, preparation and review of agenda reports, contracts and other reports as needed.

As a member of the City's Unclassified Service, this is an "at-will" position and the incumbent serves at the discretion of the City Manager. An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

With general direction:

- Assist the City Manager in a variety of complex administrative matters;
- Manage the Community Development Block Grants (CDBG); oversee housing program; including oversight of first time home buyers program; and working with contractors and loans;
- Serve as liaison between City departments and related Federal, State, regional, and local agencies, and community organizations;
- Provide information and assistance to individuals, business, professional and citizen groups in support of community improvement and development activities;
- Manage housing rehabilitation program;
- Direct grant and resource development activities including applications for Federal, State, foundation, corporation and other funding for community development, human services, historic preservation, and other community improvement programs and activities;
- Plan and direct community needs assessments;
- Plan and direct programs in the areas of housing, historic preservation, human services, and economic development;
- Handle special projects in a timely manner as assigned; oversee capital improvement projects; preparation and review of agenda reports; contacts and other reports as needed;
- Attend Council and various other City and community meetings as assigned;
- May prepare information directed to the public such as the city calendar, public newsletters, and other such regular, or special municipal reports and publications;
- Assist in writing, or otherwise preparing for publication, news releases, statistical, and other reports;
- Coordinate and administer programs directly involving citizen and community groups and maintain, as directed, relations with governmental jurisdictions, organizations, associations, and other external groups, making personal appearances as necessary;
- Receive, process, and attempt to resolve citizen complaints;
- Conduct analytical, organizational, procedural, and other studies and make appropriate recommendations;
- Provide staff support to the City Manager in preparation and evaluation of departmental budgets;
- May supervise operating units or staff functions as assigned; and
- Perform other work as assigned.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of organization, budget and management;
- Principles and practices of public administration;
- Federal, State, and local regulations dealing with Community Development Block Grants (CDBG), housing and neighborhood conservation;

- Private financial institutions, including procedures, requirements, and eligibility criteria relating to housing rehabilitation loans; and promissory notes, and applicable software applications;
- Municipal and private sector finances, Federal grants management, and statistics;
- Principles and techniques used in working with different individuals and citizen groups;
- Municipal organization, policies, and functions;
- Federal, State, and local regulations dealing with housing and neighborhood conservation;
- Local regulations regarding building construction standards and health sanitation standards;
- Property title research methods;
- Effective leadership, organization and management principles, and practices;
- Office safety practices, procedures, and standards;
- Complex spreadsheets and database applications;
- Preparation and administration of contracts and fiscal planning;
- Problem solving and conflict resolution practices and techniques; and
- Principles and practices of budgeting, communications, grant preparation, capital improvement projects, information technology, project management, performance standards, records management, and the use of resources to achieve outcomes and expectations.

Ability to:

- Prepare clear and concise statistical and narrative reports;
- Establish and maintain effective working relationships with the public, fellow workers and related agency personnel;
- Negotiate difficult, highly technical and/or complicated transactions;
- Analyze and apply complex governmental instructions, regulations, and legislation;
- Exercise tact, resourcefulness, and persuasion in dealing with individuals and groups of varied ethnic, social, and economic backgrounds;
- Interpret and apply legal requirements;
- Prepare comprehensive, statistical, and narrative reports;
- Formulate policy and establish operating procedures;
- Work as a team player and deliver excellent customer service to both internal and external City clients to achieve common goals;
- Strong interpersonal skills by communicating effectively, both orally and in writing, to consistently represent facts and situations accurately, transmit information concisely and in an effective manner, and present a balanced picture of situations;
- Prepare and present highly technical and complex written and oral reports;
- Work effectively in time-sensitive situations and meet deadlines;
- Coordinate multiple projects and complex tasks simultaneously;
- Understand the public service environment and to build trust with all of the key stakeholders;
- Exercise good judgment in structuring and organizing work and setting priorities, balancing the interests of clients, and readily readjusting priorities to respond to customers; and
- Walk or stand for extended periods of time and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties.

SUPERVISION RECEIVED
Works under the general direction of the City Manager or other manager as assigned.

SUPERVISION EXERCISED
Supervises others as assigned.

OTHER REQUIREMENTS
- The incumbent in this class may be required to work unusual hours.
- Must be able to perform all of the duties of the essential functions of the job.

CONFLICT OF INTEREST
Incumbents in this position are required to file a Conflict of Interest statement upon assuming office, annually, and upon leaving office, in accordance with City Manager Directive 100.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-7

Date: July 7, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval to Set the Salary for Staff Aide II Candidate Valentina Guzman Ridad at Step 4 of the Salary Range

EXECUTIVE SUMMARY:

The Electric Department has recently conducted interviews to fill a vacant Staff Aide II position. Ms. Valentina Guzman Ridad demonstrated the strongest skillset as it applies to the Electric Department's Compliance Division requirements for the Staff Aide II position. Her experience with the CALEA program (Commission on Accreditation of Law Enforcement Agencies) including accuracy of inputting data, working with a broad group of individuals to insure accurate data is used, and auditing of the data and correcting submitted data based on reports is directly applicable to the type of work required for the Electric Department's compliance program. A significant portion of her work was collecting and maintaining accurate data to insure the integrity of information to be entered into the National Crime Information Center, an important asset for the Compliance Division. Ms. Ridad also demonstrated her strengths in attention to detail, outstanding teamwork and collaboration with individuals outside of her department. This skill set is essential for success in the Staff Aide II position. For these reasons, Ms. Ridad is being recommended hire at Step 4.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Hiring Ms. Ridad at Step 4 will ensure a well-qualified candidate to fill the current Staff Aide II vacancy in the Compliance Division of the Electric Department.

ECONOMIC/FISCAL IMPACT:

Funds are available in the current budget to hire Ms. Ridad at Step 4.

RECOMMENDATION:

That Council approve setting the salary for Staff Aide II position candidate Valentina Guzman Ridad at Step "4" of the salary range for A26.

John C. Roukema
Director of Electric Utility

Approval Recommended:

Elizabeth C. Brown
Director of Human Resources

APPROVED

Julio J. Fuentes
City Manager

Documents Related to this Report: None

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-8

Santa Clara All-America City 2001

Date: July 8, 2014

To: City Manager for Council Action

From: Director of Water and Sewer Utilities

Subject: Adoption of a Resolution Requesting Implementation of a Water Conservation Action Plan to Achieve a 20% Water Reduction Target

EXECUTIVE SUMMARY:

The City and residents have been making concerted water conservation efforts since the last drought which ended in the early 1990s. This is especially evident by the expanded use of recycled water, which now accounts for 15% of the City's water use, which is a direct offset to the potable water demand within the City. Additionally, despite consistent population growth, the City's water demand has returned to levels seen in the early 1990s. This water consumption data indicates that residents and businesses are making changes in their water consumption behaviors through a number of means, including the use of recycled water, low-flow toilets, efficient landscape irrigation, and water efficient appliances.

The community has been supportive of conservations efforts and has made good strides in reducing water demand over the years. The City is already seeing a 17% year-to-year reduction in demand when compared to last year, 10% of which is attributed to recycled water use. Last year, the City saved 1.2 billion gallons of drinking water by using recycled water. Residents and businesses are expected to continue to conserve water in response to ongoing drought conditions, and they are to be commended for their efforts.

As part of the proposed Water Conservation Action Plan, the City will continue providing outreach comprehensive resources and technical assistance with renewed focus. This will assist residents in continuing the trend of reducing water use, including connecting them with rebates and water wise house calls, and will closely monitor water demand through the end of 2014.

Now that California is in a Drought State of Emergency, and the City's water suppliers have enacted target reductions in the amount of water that the City purchases, now is a good time to reaffirm the City's commitment to water conservation. It is requested that Council approve a resolution that affirms the progress residents and businesses have made towards achieving the 20% water reduction target and formalizes the Water Conservation Acton Plan.

On July 9, 2014, the State Water Board released proposed emergency water conservation regulations, which would directly impact urban water users and suppliers within the State of California, including City of Santa Clara. If these emergency regulations are adopted and approved, it is anticipated that they will go into effect on or about August 1, 2014. The City's proposed Water Conservation Action Plan addresses the State's proposed emergency regulations, the only difference being that City's Water Conservation Action Plan is voluntary whereas the State's regulations are mandatory. It has not been determined if the State will recognize the City's recycled water use as a reduction in water demand. If recycled water is considered by

the State as water demand reduction, then the City is well on its way to achieving the 20% water reduction target.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Calendar year 2013 was the driest year on record and 2014 is projected to be critically dry as well. The advantage of approving this resolution is that it will support the efforts to curtail non-essential water use and waste, as well as give residents specific recommended actions they can take now that will provide water savings in support of long term conservation efforts.
The City of Santa Clara's water supply portfolio has four water supplies including (source: calendar year 2013 water production):

- The City's own potable groundwater supplies (55%)
- Recycled water from South Bay Water Recycling (15%)
- Potable surface water from the Santa Clara Valley Water District (20%)
- Imported potable water from the San Francisco Public Utility Commission via Hetch Hetchy (10%).

The City's foresight and investment in long term and permanent solutions to offset potable demand is evidenced by the 33 miles of recycled water pipeline, and 224 sites using recycled water. City staff continues to work with commercial and industrial recycled water customers on approving new and modified recycled water uses. This permanent reduction in demand from these larger customers can be significant, especially over the long term.

The Water Conservation program (1) reaffirms the conservation actions that are currently in place in the City's Water Waste Ordinance (Santa Clara City Code 13.15.080), (2) bolsters the current outreach efforts and (3) provides a set of new recommended actions which can be taken to strengthen conservation efforts.

Recommended actions to strengthen conservation efforts include:

- Recommends landscape irrigation be limited to three days a week for 15 minutes per zone, between 6 P.M. and 6 A.M.
- Recommends that decorative fountains using potable water should cease, except as to maintain aquatic life.
- Recommends no new swimming pools and/or ponds be constructed, filled, or refilled (except those approved for recycled water)
- Recommends that fire hydrant flushing be suspended except when required to maintain safe water quality. Hydrant flushing is conducted by Water and Sewer Department staff.
- Focused conservation outreach includes:
    - Reach out to top residential water users and discuss water saving options and educating them on landscape rebates and rebates for water-efficient appliances
    - Contact key HOAs to educate on ways to save water, promote water wise house calls, and inform them of current rebates

- Refresh website to reflect current conditions, make conservation the prominent item within the page, and update City conservation efforts and successes
- Place water conservation ads in the Santa Clara Weekly

The Water and Sewer Department will continue to implement this program through December 2014 and will come back to Council should it feel that the program needs to continue into 2015, based on progress towards the 20% target goal.

The Water and Sewer Department has coordinated with Parks and Recreation on the recommended landscape irrigation schedule. The City Hall fountains have already been drained as part of the conservation response. The Water and Sewer Department will also cease hydrant flushing activities except when required to maintain health and safety.

There are no known disadvantages to approving the resolution.

ECONOMIC/FISCAL IMPACT:

There is no additional cost to the City other than administrative staff time and expense. Outreach and conservation advertisements will be paid for from the currently approved conservation budget.

RECOMMENDATION:

That the Council adopt a Resolution requesting implementation of a Water Conservation Action Plan to achieve a 20% water reduction target.

for CdG

Christopher L. de Groot
Director of Water and Sewer Utilities

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA DIRECTING IMPLEMENTATION OF A WATER CONSERVATION ACTION PLAN

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

WHEREAS, in California, water is a precious and limited resource that must be used wisely and the City of Santa Clara aims to reaffirm its commitment to water conservation as 2013 was the driest year on record and 2014 is projected to be critically dry as well;

WHEREAS, in calendar year 2013, fifteen percent (15%) of the City's potable water demand has been permanently offset through the use of recycled water;

WHEREAS, the current year-to-year reduction in water demand is seventeen percent (17%), of which ten percent (10%) is attributed to recycled water use;

WHEREAS, on January 17, 2014, Governor Brown proclaimed a Drought State of Emergency, calling upon local urban water suppliers and municipalities to implement their local water shortage contingency plans immediately and calling on all Californians to reduce their water usage by twenty percent (20%);

WHEREAS, on January 31, 2014 the San Francisco Public Utilities Commission, which supplies ten percent (10%) of Santa Clara's total water supply, requested that its wholesale customers voluntarily curtail water use by at least ten percent (10%);

WHEREAS, on February 25, 2014 the Santa Clara Valley Water District, which supplies twenty percent (20%) of Santa Clara's total water supply, called for twenty percent (20%) water use reduction by its wholesalers from 2013 levels;

WHEREAS, Santa Clara City Code section 13.15.080 currently prevents water waste through the prohibition of wasteful water uses, including: wasting water through flooding and/or runoff to hard

surfaces, cleaning of hard-surfaced areas and/or vehicles unless with a hose fitted with an automatic shutoff valve, water waste due to defective plumbing, service of water by any restaurant unless requested by a patron, installation of a single-pass cooling system or a non-recirculating decorative fountain, and construction of a non-recirculating conveyor car wash; and,

WHEREAS, the City of Santa Clara recognizes that there is a limited supply of water available to serve the residents and businesses and wishes to encourage the efficient use of water in order to optimize the use of the limited supply.

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

1. Water Conservation Action Plan. The Council hereby finds and determines that a Water Conservation Action Plan, with a goal of reducing water demands within the city by twenty percent (20%), is necessary to protect future water supplies in the event of continuing drought conditions within the State of California.

2. Irrigation Schedules. The City recommends that landscape irrigation, through the use of an irrigation system, within the city should be limited to three days a week and no more than 15 minutes per zone. Addresses ending in odd numbers (1, 3, 5, 7, or 9) should water on Mondays, Wednesdays, and/or Saturdays. Addresses ending in even numbers (0, 2, 4, 6, or 8) should water on Tuesdays, Thursdays, and/or Sundays. No landscape irrigation should occur between 6:00 P.M. and 6:00 A.M. Recycled water irrigation systems are exempt.

3. Decorative Fountains. The City recommends that the use of potable water in decorative water features should cease, except as needed to maintain aquatic life.

4. Swimming Pools and Ponds. The City recommends that no new swimming pools and/or ponds be constructed, filled, or refilled, except those impoundments that are approved for, and use, recycled water.

5. Hydrant Flushing. The City recommends that fire hydrant flushing be suspended except when required to maintain healthy and safe water quality.

6. Outreach. City staff shall increase education and outreach efforts to increase public awareness and encourage water conservation.

7. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

///

8. Effective date. This resolution shall become effective immediately and remain in effect through December 31, 2014.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

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Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A.9/5A SA SOSA

Date: July 1, 2014

To: City Manager/Executive Officer to Successor Agency for Council Action
Contract Administrator for Sports and Open Space Authority (SOSA) Action
Executive Director for Stadium Authority Action

From: Director of Finance/Assistant City Manager for the City & Successor Agency
Director of Finance for SOSA
Finance Director/Treasurer/Auditor for Stadium Authority

Subject: Outstanding Debt Schedule for the City of Santa Clara, its Agencies and Corporations as of June 30, 2014

EXECUTIVE SUMMARY:

Attached for your information and review is the semiannual update of the outstanding debt schedule for the City of Santa Clara, its Agencies and Corporations. This report is presented as a standard management practice. As of June 30, 2014, the total amount of debt outstanding was $1,971,876,788. This represents a net increase of $118,029,638 in total debt outstanding since December 31, 2013. The increase is due to additional Stadium Authority and Electric debt partly offset by reductions in City, SOSA, Successor Agency, and Electric Joint Powers Agency debt.

The following is a breakdown of debt by various City funds:

	PAR AMOUNT OUTSTANDING	PERCENTAGE
General Fund	$ 25,246,000	1.28%
SOSA	-	0.00%
Successor Agency	116,013,984	5.88%
Stadium Authority	653,366,893	33.13%
Electric - Direct Issue	219,285,000	11.12%
Electric - Share of JPA Bonds	957,964,911	48.59%
TOTAL	$1,971,876,788	100.00%

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Outstanding Debt Schedule provides a valuable overview of the current status of the City's long-term debt obligations.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council and Authorities note and file the Outstanding Debt Schedule as of June 30, 2014, for the City of Santa Clara, its Agencies and Corporations including the City's share of various Joint Power Agency debt.

Gary Ameling
Director of Finance/Assistant City Manager for City and Successor Agency
Director of Finance for SOSA
Finance Director/Treasurer/Auditor for Stadium Authority

APPROVED:

for Julio J. Fuentes
City Manager/Executive Officer to Successor Agency
Contract Administrator for Sports and Open Space Authority
Executive Director for Stadium Authority

Documents Related to this Report:
1) Outstanding Debt Schedule

DISCUSSION:

OUTSTANDING DEBT SCHEDULE

The schedule provides a detailed listing of the debt outstanding by entity and type, plus relevant interest rates, maturity dates, and bond-ratings where available. The report also identifies the Electric Department's share of debt issued by the three joint powers agencies (M-S-R, TANC and NCPA).

SIGNIFICANT EVENTS

On June 11, 2013, the Stadium Authority approved Permanent Financing Documents to provide the Stadium Authority with the financing needed to complete the Stadium and protect the Stadium Authority from interest rate risk. Under the new financing, the Stadium Funding Trust will advance up to $450 million to the Stadium Authority to repay the outstanding balance under the Initial Funding Trust Loan and to fund development costs related to the Stadium. The $450 million will consist of approximately $283 million from a private placement bond offering repaid over 26 years at a fixed 5% interest rate (Term A Loan) and approximately $167 million from a bank loan with a variable interest rate (Term B Loan).

The Stadium Authority debt showing on this report lists the outstanding debt balance as of the Stadium Authority's previous quarter, March 31, 2014.

On June 16, 2014 The City entered into a Loan Agreement with Banc of America Preferred Funding Corporation to issue a Subordinated Electric Revenue Bond. The Bank agreed to make a loan to the City in the amount of $24.435 million on the closing date, June 16, 2014, $6 million on April 15, 2015, and capitalized interest on January 1, 2015 and January 1, 2016. The proceeds will be used to fund the acquisition and integration of a phase-shifting transformer and for other lawful purposes of the City, including the acquisition of property. The loan will be repaid over 10 years at a fixed rate of 2.67%.

The following debt issues were paid in full during the last six months:

1. SOSA's Certificates of Participation 2002 Series B were fully paid on February 1, 2014.
2. The Successor Agency for the Redevelopment Agency of the City of Santa Clara's 2002 Tax Allocation Bonds were fully paid on June 1, 2014.

City of Santa Clara
Oustanding Debt Schedule
As of June 30, 2014

Description of Debt	Year of Issue	Maturity	Interest Rate (%)	Amount of Issue	Principal Outstanding	No. of Years to Maturity	Bond Rating (a) Moody's/Fitch	Bond Rating (a) S&P
CITY OF SANTA CLARA								
Certificates of Participation								
2002 Series B - Refunding of LGFA & 1993 COP (1)	2002	2010-2014	3.00-4.50	33,505,000	-	0.0	Aa3	AA
2013 Refunding 2002 A - Library Project (2)	2013	2014-2032	2.00-5.00	18,540,000	17,705,000	18.0	Aa3	AA
Total Certificates of Participation				52,045,000	17,705,000			
Lease Financing								
2010 Lease Financing with Bank of America/Capital One (3)	2010	2011-2022	3.65	10,207,000	7,541,000.00	8.0	N/A	N/A
Revenue Bonds								
2008B Electric Rev. Bonds (4)	2008	2011-2027	Variable	86,600,000	75,640,000	13.5	A+	A+
2011A Electric Refunding Bonds (5)	2011	2029-2032	5.25-6.00	54,830,000	54,830,000	18.5	A+	A+
2013A Electric Refunding Bonds (6)	2013	2014-2028	3.0-5.0	64,380,000	64,380,000	14.5		
2014 Elec. Rev. Bond - Loan Agreement with Banc of America (7)	2014	2016-2024	2.67	24,435,000	24,435,000	10.0	A+	A+
Total Revenue Bonds				230,245,000	219,285,000			
SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA CLARA (SA)								
1999 Tax Allocation Bonds Series A	1999	2017-2023	5.25-5.50	31,550,000	31,550,000	9.0	N/A	A
1999 Tax Allocation Bonds Series B	1999	2011-2017	5.25-5.50	16,905,000	10,240,000	3.0	N/A	A
2002 Tax Allocation Bonds (8)	2002	2011-2014	4.00-5.50	33,910,000	-	0.0	N/A	A
2003 Tax Allocation Bonds	2003	2011-2023	5.00	43,960,000	43,960,000	9.0	N/A	A
2011 Tax Allocation Bonds	2011	2011-2026	4.35-7.86	31,411,295	30,263,984	12.0	N/A	A
Total Redevelopment Agency Debt (excluding 2002B COP, see Note 1)				157,736,295	116,013,984			
STADIUM AUTHORITY (b) (9)								
StadCo Agency Advance	2013	2014-2017	4.5-5.5		21,402,817	3	N/A	N/A
StadCo CFD Advance	2013	no set payment schedule	5.73		29,360,262	N/A	N/A	N/A
StadCo Subordinated Loan	2013	no set payment schedule	5.50%		227,489,939	N/A	N/A	N/A
SCSA Term A Loan	2013	no set payment schedule	5.00		282,794,108	25	N/A	N/A
SCSA Term B Loan	2013	no set payment schedule	Libor + 2		92,319,767	4	N/A	N/A
Total Advance to SCSA					653,366,893			
Total of Outstanding Debt Directly Issued by the City and Its Agencies					1,013,911,877			
City's Share of Outstanding Joint Powers Agency Debt					957,964,911			
GRAND TOTAL					$ 1,971,876,788			

* Stadium Authority debt shown is as of prior quarter end of March 31, 2014

(a) Bond-rating reflects the most recent evaluation.
(b) Stadium Authority debt shown is as of prior quarter end of March 31, 2014

City of Santa Clara
Oustanding Debt Schedule
As of June 30, 2014

Description of Debt	Year of Issue	Maturity	Interest Rate (%)	Amount of Issue	Principal Outstanding	City's Share (%)	City's Share ($)	Bond Rating (c) Moody's	Bond Rating (c) S&P/Fitch
JOINT POWERS AGENCIES									
MSR Public Power Agency									
San Juan Subordinate Lien Revenue Bonds Series D (10)	1997	2014-2022	3.875-4.30	65,000,000	9,400,000	35.00%	3,290,000	A2	NA/A
San Juan Subordinate Lien Rev. Bds. Series 2007K	2007	2012-2014	5.00	48,305,000	5,255,000	35.00%	1,839,250	Baa1	A/NR
San Juan Subordinate Lien Rev. Bds. Series 2008L (11)	2008	2012-2022	4.00-5.00	118,865,000	115,290,000	35.00%	40,351,500	Aa3	A+/A
San Juan Subordinate Lien Rev. Bds. Series 2008M (12)	2008	2022	Variable	62,500,000	62,500,000	35.00%	21,875,000	N/A	A+/A
San Juan Subordinate Lien Rev. Bds. Series 2008N (12)	2008	2020	Variable	17,000,000	17,000,000	35.00%	5,950,000	N/A	NA/NA
San Juan Subordinate Lien Rev. Bds. Series 2011O (13)	2011	2012-2018	2.50-5.0	34,050,000	23,400,000	35.00%	8,190,000	A2	NA/NA
San Juan Subordinate Lien Rev. Bds. Series 2013P (14)	2013	2014-2018	1.20-1.70	57,485,000	57,485,000	35.00%	20,119,750	NR	A+/A
Total M-S-R Public Power Agency Bonds				403,205,000	290,330,000		101,615,500		NR
MSR Energy Authority									
MSR Energy Authority Gas Rev Bonds Series 2009B (15)	2009	2019-2039	6.125 - 7.00	500,200,000	500,200,000	100.00%	500,200,000	N/A	A/A+
Total MSR Energy Authority				500,200,000	500,200,000		500,200,000		
Transmission Agency of Northern California									
Revenue Refunding Bonds 2002 Series A	2003	2010-2024	variable	103,825,000	67,850,000	20.703%	14,046,986	Aa3	A+/NA
Revenue Refunding Bonds 2003 Series A	2003	2010-2024	variable	95,775,000	88,275,000	20.703%	18,275,573	Aa3	A+/A+
Revenue Refunding Bonds 2003 Series B	2003	2010-2024	variable	95,800,000	88,300,000	20.703%	18,280,748	Aa3	A+/A+
Revenue Refunding Bonds 2009 Series A	2009	2010-2024	3.50-5.00	67,005,000	67,005,000	22.519%	15,088,521	Aa3	A+/A+
Revenue Refunding Bonds 2009 Series B	2009	2010-2016	3.69-5.88	61,810,000	31,765,000	19.672%	6,248,843	Aa3	A+/A+
Total Transmission Agency of Northern California Bonds				424,215,000	343,195,000		71,940,671		
Northern California Power Agency									
Geothermal Project 2009 Reveune Bonds Series A (16)	2009	2011-2024	4.00-5.25	35,610,000	29,915,000	44.39%	13,279,418	A1	A+
Geothermal Project 2012 Reveune Bonds Series A	2012	2022	2.289	12,910,000	11,355,000	44.39%	5,040,541	A1	A+
Hydroelectric Project 1992 Refunding Series A	1992	2018	6.3	195,610,000	26,465,000	37.02%	9,797,343	A1	A+
Hydroelectric Project 2008 Refunding Series A	2008	2032	Variable	85,160,000	85,160,000	37.02%	31,526,232	A1	A+
Hydroelectric Project 2008 Taxable Series B	2008	2020	Variable	3,165,000	2,365,000	37.02%	875,523	A1	A+
Hydroelectric Project 2008 Refunding Series C	2008	2010-2024	4.00-5.00	128,005,000	108,560,000	40.64%	44,117,264	A1	A+
Hydroelectric Project 2010 Refunding Series A (17)	2010	2013-2023	4.00-5.00	101,260,000	94,880,000	37.02%	35,124,576	A1	A+
Hydroelectric Project 2012 Refunding Series B	2012	2024-2032	5.00	76,665,000	76,665,000	37.02%	28,381,383	A1	A+
Hydroelectric Project 2012 Refunding Series B	2012	2024	4.32	7,120,000	7,120,000	37.02%	2,635,824	A1	A+
Lodi Energy Center Revenue Bonds, Issue One 2010 SeriesA	2010	2013-2025	3.00-5.00	78,330,000	69,115,000	46.16%	31,902,655	A2	A
Lodi Energy Center Revenue Bonds, Issue One 2010 SeriesB	2010	2026-2040	7.311	176,625,000	176,625,000	46.16%	81,527,980	A2	A
Total Northern California Power Agency Bonds				900,460,000	688,225,000		284,208,740		
Total of City's Share of Outstanding Joint Powers Agencies and Joint Financing Authority Debt							$ 957,964,911		

(c) Bond-rating reflects the most recent ratings which may be based on bond insurers' underlying ratings.
The current underlying ratings of M-S-R PPA are A2/A by Moody's and Fitch and A+/A from S&P (A+ for senior lien debt, and A for sub lien debt).
For M-S-R EA they are A/A+ from S&P and Fitch.
S&P issued underlying rating of A+ for TANC in January 2011.

City of Santa Clara
Oustanding Debt Schedule
As of June 30, 2014

NOTES:

(1) The 2002 Refunding Certificates of Participation (COP) Series B was fully redeemed on February 1, 2014.

(2) The 2013 Refunding Certificates of Participation (City of Santa Clara Central Park Library Project) were issued to refund the 2002 Series A Library Building Project Certificates of Participation.

(3) The 2010 Lease Agreement between the City of Santa Clara and the City of Santa Clara Public Facilities Financing Corporation were issued to refund the 1997 Certificates of Participation for the Police Administration Building project. In March 2012, Bank of America sold the Lease to Capital One.

(4) The Electric Revenue Bonds Series 2008B were issued on May 29, 2008. Proceeds from the 2008B Bonds were deposited into an escrow account.
Funds from the escrow account were used to refund $80,530,000 of the Electric 1998A Subordinate Revenue Bonds and to fund a Debt Service Reserve.
The 2008B Bonds are variable rate bonds that were issued in conjunction with a variable to fixed rate swap with JPMorgan entered into in 2006.
The JPMorgan swap may be terminated at the City's option, subject to a fair value settlement. As of June 30, 2013 the swap had a negative fair value of $9,647,277.79
The balance of the 1998A Bonds will be redeemed according to its original schedule. The defeased portion is not shown as outstanding on this schedule.

(5) The Electric Revenue Refunding Bonds Series 2011A were issued on March 22, 2011. Proceeds were used to refund variable rate Electric Revenue Bonds Series 2008A.

(6) The 2013 Series A Electric Revenue Refunding Bonds were issued to refund the 2003A Electric Revenue Bonds.

(7) The 2014 Electric Bond was issued on June 16, 2014 as a Loan Ageement between Banc of America Preferred Funding Corp. and the City of Santa Clara to fund the acquisition and integration of a phase-shifting transformer and the acquisition of property.

(8) The Redevelopment Agency's Tax Allocation Refunding Series 2002 Bonds were fully redeemed on June 1, 2014.

(9) The Stadium Authority is funding Stadium construction from a combination of bank loan and note draws, StadCo advances, and Stadium construction revenues.
Stadium Authority operating expenses and debt service to be funded from facitlity rent and operating revenues.

(10) MSR San Juan Project Subordinate Lien Revenue Bonds Series D portion refinanced with 2013P Bonds.

(11) MSR San Juan Project Subordinate Lien Revenue Bonds, Series 2008L were issued to refund 1995B, 1997E and 2003I.

(12) MSR San Juan Project Subordinate Lien Revenue Bonds, Series 2008M&N were issued to refund 1998F, and 1998G.

(13) MSR San Juan Project Subordinate Lien Revenue Bonds, Series 2011O were issued on April 25, 2011 to refund the 2012 to 2018 maturities of the Series 2008I bonds.
The Principal amount of Series I Bonds which matured on July 1, 2011 was not part of the refunding and was redeemed on July 1, 2011.

(14) MSR San Juan Project Subordinate Lien Revenue Bonds, Series 2013P were issued to refund a portion of 1997D bonds. The bonds are private placement bonds, therefore have no rating.

(15) MSR Energy Authority (the Authority) Gas Reveune Bonds, Series 2009B were issued to fund the purchase of gas from Citigroup Energy Inc. (Gas Supplier).
The Bonds' proceeds were transferred to the Gas Supplier under a Supply Agreement entered into by City of Santa Clara and the Authority.
City of Santa Clara and the Authority entered into the Supply Agreement in order to secure a fixed quantity of natural gas for the City.
The Gas Supplier's payment obligations under each Prepaid Gas Agreement will be guaranteed by Citigroup Inc.
Certain payments to be owed to the MSR Energy Authority will be insured by the Assured Guaranty Corp.
The Bonds are secured by a separate and distinct Trust Estate. The primary and expected source of revenues securing the Bonds are the payments to be received from Silicon Valley Power under the related Supply Agreement.

(16) NCPA Geothermal Project No. 3 Revenue Bonds, Series 2009A were issued to finance the cost of its geothermal projects.

(17) NCPA Hydroelectric Project 2010 Series A was issued to partially refund its Hydroelectric Project Series 1998A.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-10

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Approval of Final Map - Tract 10188
3499 The Alameda (APN 269-16-069)
Owner(s): Green Valley Corporation
Developer(s): LHL Partners, LLC

EXECUTIVE SUMMARY:

Tract 10188 subdivides a single parcel into 7 lots for the Planned Development (PD) of 6 townhouses and 1 common lot as private drive area on an approximately 0.40 acre parcel located at 3499 The Alameda. The Final Map has been reviewed by staff and meets the Tentative Map requirements approved by Council on November 13, 2012.

The Conditions, Covenants, and Restrictions (CC&R's) have been reviewed and approved by the Planning Division and the City Attorney's Office. Development fees have been paid for said subdivision.

A copy of the Final Map can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of the Final Map is necessary for this development to proceed.

ECONOMIC/FISCAL IMPACT:

There will be additional cost to the City for providing services to the added residential units that will not be completely offset by additional tax revenue.

RECOMMENDATION:

That the Council:

1. Approve the Final Map for Tract 10188;
2. Authorize the City Manager to make minor modifications, if necessary; and
3. Authorize recordation of the Final Map for Tract 10188, subdividing a single parcel into 7 lots for the Planned Development (PD) of 6 townhouses and 1 common lot as private drive area on an approximately 0.40 acre parcel located at 3499 The Alameda (APN 269-16-069) by LHL Partners, LLC.

Rajeev Batra

Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

for Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Final Map Tract 10188

I:\ENGINEERING\Agenda\Reports\2014\July 15\TR10188 AGN.doc

TRACT NO. 10188
3499 THE ALAMEDA

A SEVEN LOT SUBDIVISION FOR TOWNHOUSE PURPOSES – CONSISTING OF TWO SHEETS

BEING A RESUBDIVISION OF A PORTION OF BLOCK 3, NORTH RANGE 3 EAST, OF THE 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", RECORDED IN BOOK "B" OF MAPS AT PAGE 103, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, SANTA CLARA COUNTY, CALIFORNIA

JUNE 2014

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF SANTA CLARA AN EASEMENT AND RIGHT-OF-WAY FOR THE CONSTRUCTION, MAINTENANCE, AND PUBLIC USE OF A SIDEWALK WITHIN THE STRIP OF LAND DESIGNATED AND DELINEATED HEREON AS "SIDEWALK EASEMENT". SAID EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT UNDERGROUND PUBLIC UTILITY STRUCTURES, IRRIGATION SYSTEMS, AND APPURTENANCES THERETO THAT DO NOT INTERFERE WITH THE PURPOSES OF THE EASEMENT.

WE HEREBY DEDICATE TO THE CITY OF SANTA CLARA AN EXCLUSIVE EASEMENT ON, UNDER, ALONG, AND ACROSS THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED HEREON AS "UNDERGROUND ELECTRICAL EASEMENT" FOR THE PURPOSE OF CONSTRUCTING AND RECONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING AND/OR REPLACING UNDERGROUND ELECTRICAL DISTRIBUTION AND/OR COMMUNICATION SYSTEMS, AND APPURTENANCES. THE UNDERGROUND SYSTEM WILL CONSIST OF CONDUITS, CABLES, VAULTS, AND SPLICE BOXES INSTALLED FLUSH WITH OR BELOW GRADE AND OTHER NECESSARY APPURTENANCES. TRANSFORMER AND SWITCHES WILL BE MOUNTED ABOVE GRADE ON A CONCRETE PAD. SAID UNDERGROUND ELECTRICAL EASEMENT SHALL BE KEPT OPEN AND FREE FROM TREES, BUILDINGS, AND STRUCTURES OF ANY KIND EXCEPT IRRIGATION SYSTEMS, APPURTENANCES THERETO, AND LAWFUL FENCES. NO PRIVATE OR OTHER PUBLIC UTILITIES SHALL BE PLACED IN THE UNDERGROUND ELECTRICAL EASEMENT EXCEPT FOR THE PURPOSE OF CROSSING. THE CITY SHALL HAVE THE RIGHT OF ACCESS ACROSS AND/OR ALONG THE ADJOINING PROPERTY FOR THE PURPOSE OF MAINTAINING, REPLACING, ADDING TO, OR REMOVAL OF ITS FACILITIES.

THE AREAS OF LAND DESIGNATED AND DELINEATED HEREON AS "PRIVATE UTILITY EASEMENT" ARE FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE UTILITY FACILITIES. THESE PRIVATE EASEMENT AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT FOR LAWFUL FENCES, LAWFUL UNSUPPORTED ROOF OVERHANGS, AND THOSE PRIVATE UTILITY FACILITIES AND APPURTENANCES THEREOF. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE UTILITY FACILITIES, LOCATED ON LOTS 2, 3, 4, AND 5 SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE SUBDIVISION CC&R'S. THESE PRIVATE EASEMENT AREAS ARE NOT OFFERED, NOR ARE THEY ACCEPTED, FOR DEDICATION TO THE CITY OF SANTA CLARA.

THE AREAS OF LAND DESIGNATED AND DELINEATED HEREON AS "ROOF OVERHANG EASEMENT" ARE FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE ROOF OVERHANGS. ALL BUILDINGS AND STRUCTURES WITHIN THE BURDENED LOTS MUST ACCOMMODATE BUILDING OVERHANGS FROM EACH IMMEDIATELY ADJOINING (BENEFICIARY) LOT. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF ROOF OVERHANGS LOCATED ON LOTS 1, 2, 3, AND 4 SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE BENEFICIARY LOTS IN ACCORDANCE WITH THE SUBDIVISION CC&R'S. THESE PRIVATE EASEMENT AREAS ARE NOT OFFERED, NOR ARE THEY ACCEPTED, FOR DEDICATION TO THE CITY OF SANTA CLARA.

LOT 7 IS OFFERED FOR DEDICATION TO THE OWNERS AND HOMEOWNERS' ASSOCIATION OF THIS SUBDIVISION. LOT 7 IS A "COMMON AREA" AND IS NOT DEDICATED FOR THE USE BY THE GENERAL PUBLIC, BUT IS DEDICATED FOR THE USE OF THE HOMEOWNERS OF LOTS 1 THROUGH 6 AS SHOWN HEREON FOR, BUT NOT LIMITED TO, ACCESS, PARKING, UTILITIES, DRAINAGE, INGRESS, AND EGRESS IN ACCORDANCE WITH THE SUBDIVISION CC&R'S. LOT 7 INCLUDES THE PRIVATE DRIVEWAY AS SHOWN ON THIS MAP. THIS PRIVATE COMMON AREA IS NOT OFFERED, NOR IS IT ACCEPTED, FOR DEDICATION TO THE CITY OF SANTA CLARA.

AS OWNER:

GREEN VALLEY CORPORATION, A CALIFORNIA CORPORATION

BY: _____
SIGNATURE

_____
PRINTED NAME

CITY CLERK'S STATEMENT

I HEREBY STATE THAT ON THE 13TH DAY OF NOVEMBER, 2012, THE CITY COUNCIL OF THE CITY OF SANTA CLARA, CALIFORNIA, DID APPROVE THE TENTATIVE MAP OF THIS MAP AND ON THE ____ DAY OF _____, 2014 DID APPROVE THIS MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL EASEMENT DEDICATIONS, IF ANY, REQUIRED AS A CONDITION OF APPROVAL OF SAID MAP AND IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION MADE HEREON.

_____ DATE

_____
ROD DIRIDON, JR.,
CITY CLERK AND EX-OFFICIO CLERK
OF THE CITY COUNCIL OF THE
CITY OF SANTA CLARA, CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN FINAL MAP; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT, AS AMENDED, AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ DATE

_____
RAJEEV BATRA, R.C.E. 37877
CITY ENGINEER
CITY OF SANTA CLARA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER RAJEEV BATRA NO. 37877 CIVIL STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREON FINAL MAP OF TRACT NO. 10188 AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____ DATE

_____
JAMES L. PARISSENTI, L.S. 7531
CITY SURVEYOR
CITY OF SANTA CLARA, CALIFORNIA

LICENSED LAND SURVEYOR JAMES L. PARISSENTI Exp. _____ NO. 7531 STATE OF CALIFORNIA

OWNER'S ACKNOWLEDGEMENT

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ BEFORE ME, _____,

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

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 HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

NOTARY'S SIGNATURE _____

PRINTED NOTARY'S NAME _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS _____

NOTARY'S COMMISSION NUMBER _____

EXPIRATION OF NOTARY'S COMMISSION _____

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LHL GREEN VALLEY CORPORATION, A CALIFORNIA CORPORATION ON NOVEMBER 15, 2010. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND WILL BE SET IN THE POSITIONS INDICATED ON OR BEFORE MAY 2015; AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
DAVID B. VOORHIES, R.C.E. 26429
REGISTRATION EXPIRES 03-31-2014

_____ DATE

REGISTERED PROFESSIONAL ENGINEER DAVID B. VOORHIES No. 26429 Exp. 03-31-16 CIVIL STATE OF CALIFORNIA

GEOTECHNICAL REPORT

A GEOTECHNICAL REPORT ENTITLED "GEOTECHNICAL STUDY, RESIDENTIAL DEVELOPMENT, PROPOSED NEW THREE-STORY STRUCTURES, 3499 THE ALAMEDA, SANTA CLARA CALIFORNIA" AND DATED MAY 12, 2011 WAS PREPARED BY ADVANCE SOIL TECHNOLOGY, INC., FILE NO. 10573-S AND SIGNED BY ALEX A. KASSAI, RCE 34882. A COPY OF THIS REPORT HAS BEEN FILED WITH THE BUILDING AND INSPECTION DIVISION OF THE CITY OF SANTA CLARA PLANNING AND INSPECTION DEPARTMENT.

COUNTY RECORDER'S STATEMENT

FILE NO.: _____ FEE: _____ PAID: _____

FILED THIS _____ DAY OF _____ 20 ___ AT _____.M. IN BOOK _____

OF MAPS, AT PAGES _____, SANTA CLARA COUNTY RECORDS, AT THE REQUEST OF LHL PARTNERS, LLC

REGINA ALCOMENDRAS, COUNTY RECORDER
SANTA CLARA COUNTY, CALIFORNIA

BY _____
DEPUTY

UNDERWOOD & ROSENBLUM, INC.
civil engineers and surveyors
1630 Oakland Road Ste. A114 San Jose, Ca. 95131
Tel. No. (408) 453 1222 Fax No. (408) 453 1207

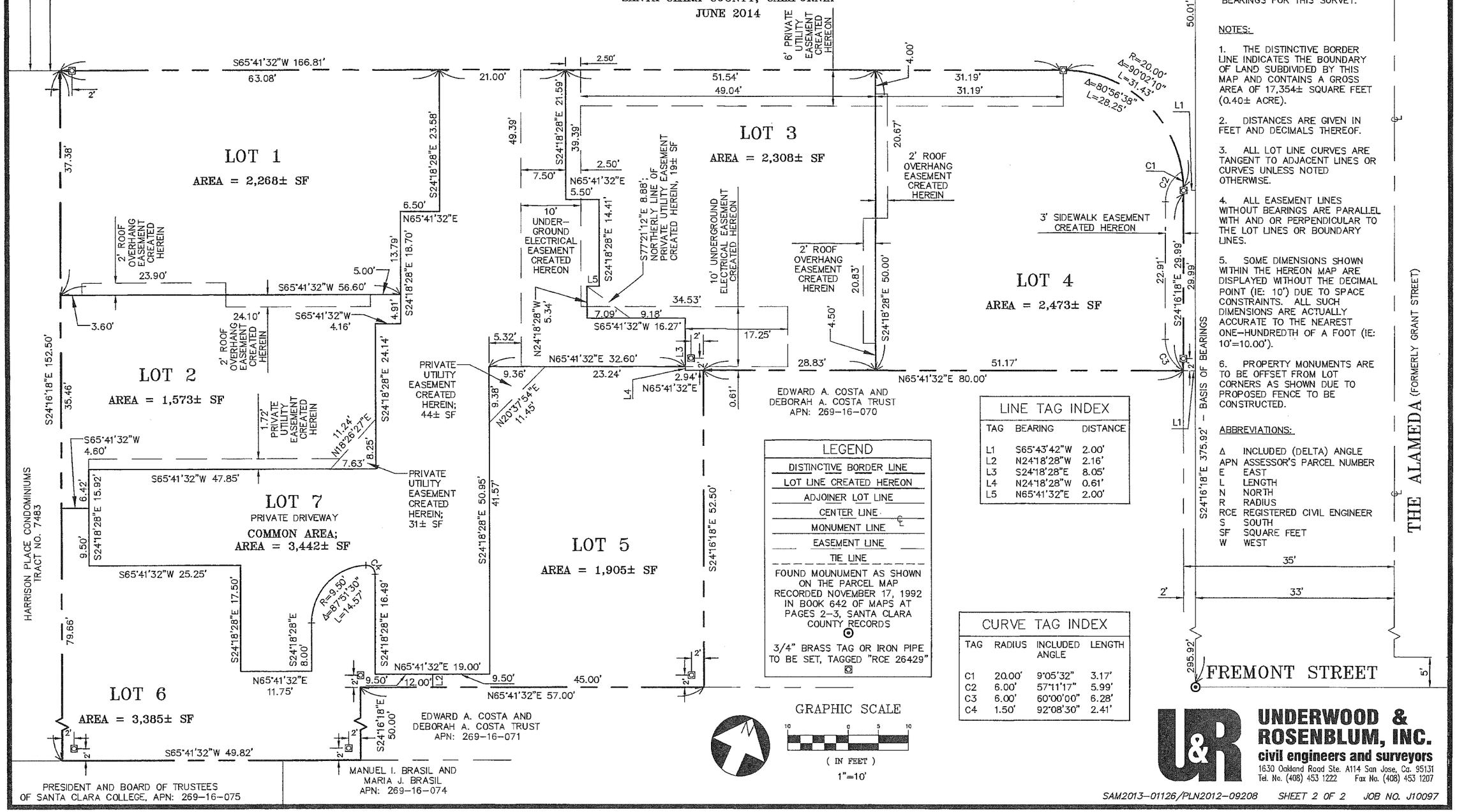
TRACT NO. 10188

3499 THE ALAMEDA

A SEVEN LOT SUBDIVISION FOR TOWNHOUSE PURPOSES – CONSISTING OF TWO SHEETS

BEING A RESUBDIVISION OF A PORTION OF BLOCK 3, NORTH RANGE 3 EAST, OF THE 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", RECORDED IN BOOK "B" OF MAPS AT PAGE 103, AND LYING ENTIRELY WITHIN THE CITY OF SANTA CLARA, SANTA CLARA COUNTY, CALIFORNIA

JUNE 2014



BASIS OF BEARINGS:

THE BEARING OF S24°16'18"E SHOWN AS THE MONUMENT LINE OF THE ALAMEDA ON THE PARCEL MAP RECORDED ON NOVEMBER 17, 1992 IN BOOK 642 OF MAPS AT PAGES 2 AND 3 WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

NOTES:

1. THE DISTINCTIVE BORDER LINE INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP AND CONTAINS A GROSS AREA OF 17,354± SQUARE FEET (0.40± ACRE).
2. DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.
3. ALL LOT LINE CURVES ARE TANGENT TO ADJACENT LINES OR CURVES UNLESS NOTED OTHERWISE.
4. ALL EASEMENT LINES WITHOUT BEARINGS ARE PARALLEL WITH AND OR PERPENDICULAR TO THE LOT LINES OR BOUNDARY LINES.
5. SOME DIMENSIONS SHOWN WITHIN THE HEREON MAP ARE DISPLAYED WITHOUT THE DECIMAL POINT (IE: 10') DUE TO SPACE CONSTRAINTS. ALL SUCH DIMENSIONS ARE ACTUALLY ACCURATE TO THE NEAREST ONE-HUNDREDTH OF A FOOT (IE: 10'=10.00').
6. PROPERTY MONUMENTS ARE TO BE OFFSET FROM LOT CORNERS AS SHOWN DUE TO PROPOSED FENCE TO BE CONSTRUCTED.

ABBREVIATIONS:

Δ	INCLUDED (DELTA) ANGLE
APN	ASSESSOR'S PARCEL NUMBER
E	EAST
L	LENGTH
N	NORTH
R	RADIUS
RCE	REGISTERED CIVIL ENGINEER
S	SOUTH
SF	SQUARE FEET
W	WEST

LINE TAG INDEX

TAG	BEARING	DISTANCE
L1	S65°43'42"W	2.00'
L2	N24°18'28"W	2.16'
L3	S24°18'28"E	8.05'
L4	N24°18'28"W	0.61'
L5	N65°41'32"E	2.00'

CURVE TAG INDEX

TAG	RADIUS	INCLUDED ANGLE	LENGTH
C1	20.00'	9°05'32"	3.17'
C2	6.00'	57°11'17"	5.99'
C3	6.00'	60°00'00"	6.28'
C4	1.50'	92°08'30"	2.41'

LEGEND

- DISTINCTIVE BORDER LINE
- LOT LINE CREATED HEREON
- ADJOINER LOT LINE
- CENTER LINE
- MONUMENT LINE
- EASEMENT LINE
- TIE LINE
- FOUND MOUNUMENT AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 17, 1992 IN BOOK 642 OF MAPS AT PAGES 2–3, SANTA CLARA COUNTY RECORDS
- 3/4" BRASS TAG OR IRON PIPE TO BE SET, TAGGED "RCE 26429"

UNDERWOOD & ROSENBLUM, INC.
civil engineers and surveyors
1630 Oakland Road Ste. A114 San Jose, Ca. 95131
Tel. No. (408) 453 1222 Fax No. (408) 453 1207

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-11

Date: June 2, 2014

To: City Manager for Council Action

From: Human Resources Division Manager

Subject: Stipulations with Request for Award for Workers' Compensation Claims (1636514-1; 1142332-1; 1207797-1) – Jeffrey Vaden, Retired Police Officer

EXECUTIVE SUMMARY:

Mr. Jeffrey Vaden filed claims for injuries that he sustained on January 21, 2006, September 1, 2007, and June 13, 2008 while performing his regular job duties. He also filed a cumulative trauma claim covering a period of employment through June 13, 2008.

This settlement represents Stipulations with Request for Award for these injuries. The January 21, 2006 claim has resolved with 49% permanent disability. The September 1, 2007 claim has resolved with 42% permanent disability. The June 13, 2008 specific injury claim has resolved with 9% permanent disability. The June 13, 2008 cumulative injury claim has resolved with 18%. Future medical treatment is needed.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval will allow settlement of these claims when final approval has been obtained from the Workers' Compensation Appeals Board (WCAB). Once settled, the cost of administering the claims is virtually eliminated except for future medical costs.

ECONOMIC/FISCAL IMPACT:

Mr. Vaden's January 21, 2006 claim is being settled with a permanent disability rating of 49%, which is payable in the amount of $60,720.00 less $7,286.00 in attorney fees and previous permanent disability payments (permanent disability benefits advanced to date for the January 21, 2006 claim total $37,490.00). Mr. Vaden's September 1, 2007 claim is being settled with a permanent disability rating of 42%, which is payable in the amount of $49,450.00 less $5,934.00 in attorney fees and previous permanent disability payments (permanent disability benefits advanced to date for the September 1, 2007 claim total $15,737.75). Mr. Vaden's June 13, 2008 specific injury claim is being settled with a permanent disability rating of 9%, which is payable in the amount of $6,845.79 less $821.00 in attorney fees and previous permanent disability payments (permanent disability benefits advanced to date for the June 13, 2008 claim total $3,680.00). Mr. Vaden's June 13, 2008 cumulative trauma claim is being settled with a permanent disability rating of 18%, which is payable in the amount of $17,029.04 less $2,043.00 in attorney fees and previous permanent disability payments (permanent disability benefits advanced to date for the cumulative trauma claim total $15,737.75). The City will be responsible for any future medical expenses Mr. Vaden may have as a result of these injuries.

RECOMMENDATION:

That the Council approve these Stipulations with Request for Award, based on the recommendation of the City's Workers' Compensation legal counsel, to settle the claims for the injuries Mr. Jeffrey Vaden sustained on January 21, 2006; September 1, 2007; June 13, 2008 and cumulatively through June 13, 2008.

Greg Harris
Human Resources Division Manager

APPROVAL RECOMMENDED:

Dina Murphy
for Elizabeth C. Brown
Director of Human Resources

APPROVED as to form:

Richard E. Nosky Jr.
City Attorney

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) None

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-12/SB SA SDSA HA

Date: July 1, 2014

To: City Manager for Council Action
Contract Administrator for Sports and Open Space Authority Action
Executive Director for Housing Authority Action
Executive Director for Stadium Authority Action
City Manager for City Council of the City of Santa Clara, Acting as the Governing Board of the Successor Agency for the former Redevelopment Agency of the City of Santa Clara Action

From: Director of Public Works/City Engineer

Subject: Delegation of Authority to the City Manager/Contract Administrator for Sports and Open Space Authority/Executive Director for Housing Authority/Executive Director for Stadium Authority to Approve Project Related Documents During the Council Recess from July 16, 2014 to August 18, 2014

EXECUTIVE SUMMARY:

There are no City Council/Successor Agency to the Redevelopment Agency of the City of Santa Clara/Sports and Open Space Authority/Housing Authority/Stadium Authority meetings scheduled between July 16, 2014 to August 18, 2014. Due to scheduling constraints and to get some critical projects and infrastructure maintenance related agreements completed on time, it may be necessary to take action on such projects during the Council recess. In addition, there are pending contracts/implementation agreements which will require Stadium Authority action for stadium operations. Therefore, it is requested that the City Manager/Executive Director/Contract Administrator be authorized to take appropriate action during the Council recess. A report summarizing actions taken by the City Manager/Executive Director/Contract Administrator between July 16, 2014 to August 18, 2014 will be presented to the City Council on September 23, 2014.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Authorizing the City Manager/Executive Director/ Contract Administrator to take appropriate actions will ensure that these projects stay on schedule. Deferring these actions until after the Council recess could potentially result in additional cost and delay to the projects.

ECONOMIC/FISCAL IMPACT:

The approval of agreements, amendments, change orders and award of contracts are anticipated to be within the Council approved budgeted amount for the projects.

RECOMMENDATION:

That the City Council/Sports and Open Space Authority/Stadium Authority and Housing Authority/City Council acting as the Governing Board of the Successor Agency for the former Redevelopment Agency of the City of Santa Clara:

1. Delegate authority to the City Manager/Executive Director/Contract Administrator to approve project related documents, stadium related documents and infrastructure maintenance related agreements between July 16, 2014 to August 18, 2014;
2. Direct the City Manager/Executive Director/Contract Administrator to submit a report on actions taken during recess at a City Council/Successor Agency to the Redevelopment Agency of the City of Santa Clara/Sports and Open Space Authority/Housing Authority/Stadium Authority meeting on September 23, 2014; and
3. Delegate authority to the City Manager/Executive Director/Contract Administrator to authorize, execute and bind City insurance related to Levi's Stadium.

APPROVED:

Rajeev Batra
Director of Public Works / City Engineer

Julio J. Fuentes
City Manager
City Manager for City Council of the City of Santa Clara, Acting as the Governing Board of the Successor Agency for the former Redevelopment Agency of the City of Santa Clara
Contract Administrator for Sports and Open Space Authority
Executive Director for Housing Authority
Executive Director for Stadium Authority

Document related to this Report:
1) None.

I:\ENGINEERING\Agenda\Reports\2014\July 15\Authorization for CM Exec Dir to Approve 7_16 to 8-18-14 (Council Recess) agn.doc

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-13

Date: July 11, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Note and File the Transportation Management and Operations Plan (TMOP) for Levi's Stadium

EXECUTIVE SUMMARY:

In November 2010, City Council approved the Levi's Stadium project with a requirement for the preparation of a Transportation Management and Operations Plan (TMOP) to address all modes of transportation and related parking associated with events to be held at the new stadium. Development of the TMOP arose from the transportation analysis included in the project Environmental Impact Report (EIR) that was prepared for the Stadium project. The TMOP was required to be prepared as a coordinated effort by the City, the 49ers, VTA, nearby local agencies and related transportation entities.

The TMOP is a working document meant to serve as an implementation framework. The current iteration of the document represents a thorough evaluation of anticipated conditions, opportunities and constraints in the vicinity of Levi's Stadium for all NFL and non-NFL events. The TMOP as prepared conforms to the original TMOP outline provided for public review at the time the Stadium entitlements were approved. The analysis and measures incorporated within the TMOP will inform the more detailed operational plans prepared for each event. Over time, conditions in the area will change with new nearby development and potential transportation infrastructure or operational improvements. These factors, along with increasing familiarity with and knowledge of all aspects of stadium operations, will guide periodic amendments that will be done to enhance the effectiveness of managing transportation and parking around the stadium on an ongoing basis.

Community outreach meetings were held at public facilities near the stadium on the evenings of May 19, June 2 and June 25, led primarily by staff from the City, the 49ers and VTA, to discuss the TMOP and concerns generally related to operation of the stadium. A variety of resources are identified on the City Police Department website Stadium page (http://scpd.org/index.aspx?page=2817) and the Levi's Stadium website (http://www.levisstadium.com/) that provide information for interested residents and businesses in the area.

In accordance with the Council's conditions of approval, the completed document has been reviewed and approved by the Director of Planning & Inspection and the Director of Public Works. The document will be available to the public on the City website.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Following City Council approval of the recommended action, the TMOP will be posted on the City's website for public viewing.

ECONOMIC/FISCAL IMPACT:

There is not an economic or fiscal impact associated with this action.

RECOMMENDATION:

That the Council note and file the Levi's Stadium Transportation Management and Operations Plan dated July 11, 2014.

Kevin L. Riley

Kevin Riley
Director of Planning and Inspection

APPROVED:

Gary Amelio for

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Levi's Stadium Transportation Management and Operations Plan

DISCUSSION:

The TMOP that has been completed for the opening of Levi's Stadium has been prepared in a manner consistent with the draft TMOP Objectives and Framework presented to Council in November 2010. Each of the chapters outlined in the 2010 draft has been expanded with analysis and planning information derived from the agencies and entities involved in dealing with transportation and parking in the vicinity of the stadium, and these are reflected in the information below.

The purpose statement in the final July 11, 2014 version reflects closely the original statement:

> "The purpose of this Transportation Management and Operations Plan (TMOP) is to provide a flexible framework and plan for the provision of safe and efficient multi-modal access, and adequate parking, for Levi's Stadium in Santa Clara, California. The stadium will include approximately 68,500 seats, but can accommodate up to 71,000 patrons with the inclusion of standing-room only tickets. Additionally, the Stadium has the potential for expansion to approximately 75,000 seats for the purpose of periodically hosting special events, such as the NFL Super Bowl."

The document covers all aspects of access to the stadium and arrangements for parking on public and private sites. Because flexibility and scalability are critical, data collection and evaluation will be an ongoing process and will inform annual or other periodic adjustments to this procedures manual. Broad objectives include limit duration of traffic congestion, avoiding intrusion but retaining access into residential neighborhoods and businesses not participating in stadium related events, maximize effectiveness of transit for both Stadium patrons and other users of the transit network and providing adequate parking for each type of event.

As in the draft, the ongoing working groups include the Stadium Stakeholders Group (SSG) that maintains a higher level of oversight on issues related to access and the Transportation Operations Group (TOG) that meets before and after larger events and is responsible for making necessary operational changes when called for, with SSG oversight. Two key positions are the Stadium Manager, who coordinates stadium activity and fosters relationship with area residents and businesses, and the Community Liaison, reporting to the TOG and acting as a single point of contact for residents and businesses with concerns. These groups may provide reports to the Stadium Authority from time to time through the Director of Planning & Inspection and the City Manager/SA Executive Director.

An Annual Events Calendar is to be compiled each spring with the publication of the NFL schedule, but will be updated on a continual basis as new opportunities and events are identified. The number and types of events are those identified in the Stadium EIR and approved by Council in the project entitlements in 2010. In addition to the anticipated 10-12 NFL events per year (per team residing in the Stadium), an additional 20 days per year for events of 25,000 patrons or more are anticipated. The TMOP projects likely parking facilities needed for each event by attendee level.

The most detailed chapter (5.0) is dedicated event procedures that describe access for all modes of transportation, in and out for all events. Vehicle access is coordinated to maximum efficiency by assigning suitable roadways to parking lot locations. Directional signage, officer locations, signal modifications and transit coordination are all addressed. Details such as capacity and queuing for light rail by intervals

following an event are projected, such that service and safety measures can be adjusted over time with collection of data in the first months and year of Stadium operations. Tailgating and other parking rights and limitations are described, as well as emergency vehicle access and contingency planning.

A separate chapter is dedicated to the considerations that may be unique to weekday events. The distinct challenges of coordinating traffic and transit during the workweek are recognized, but the document anticipates the types of conflicts that may occur. Again, with monitoring and data collection, the effectiveness of roadway controls for the limited number of weekday events in expected to improve over time. No regular workday NFL games have been scheduled in the inaugural year of Levi's Stadium. This portion of the document also notes the development of a smartphone app to facilitate communication with area residents and businesses as well as patrons that will be helpful during events on any day of the week.

Coordination of Stadium activities with facilities in the area is addressed in Chapter 7 and includes consideration of such facilities as the Great America Theme Park, Techmart and the Convention Center, the Youth Soccer Park, the Golf and Tennis Club and others. An access plan and communications are key elements of each of these coordination schemes.

The last chapter is the acknowledgement that an annual budget will be prepared for the TMOP through the Stadium Authority. This section notes costs that may be associated with physical improvements such as traffic signal modifications and roadway work, signage, communications, assignment of police officers/monitors, event setup and breakdown, data collection and report preparation.

AECOM Transportation July 11, 2014

San Francisco 49ers

Transportation Management and Operations Plan for the Levi's® Stadium in Santa Clara – July 2014

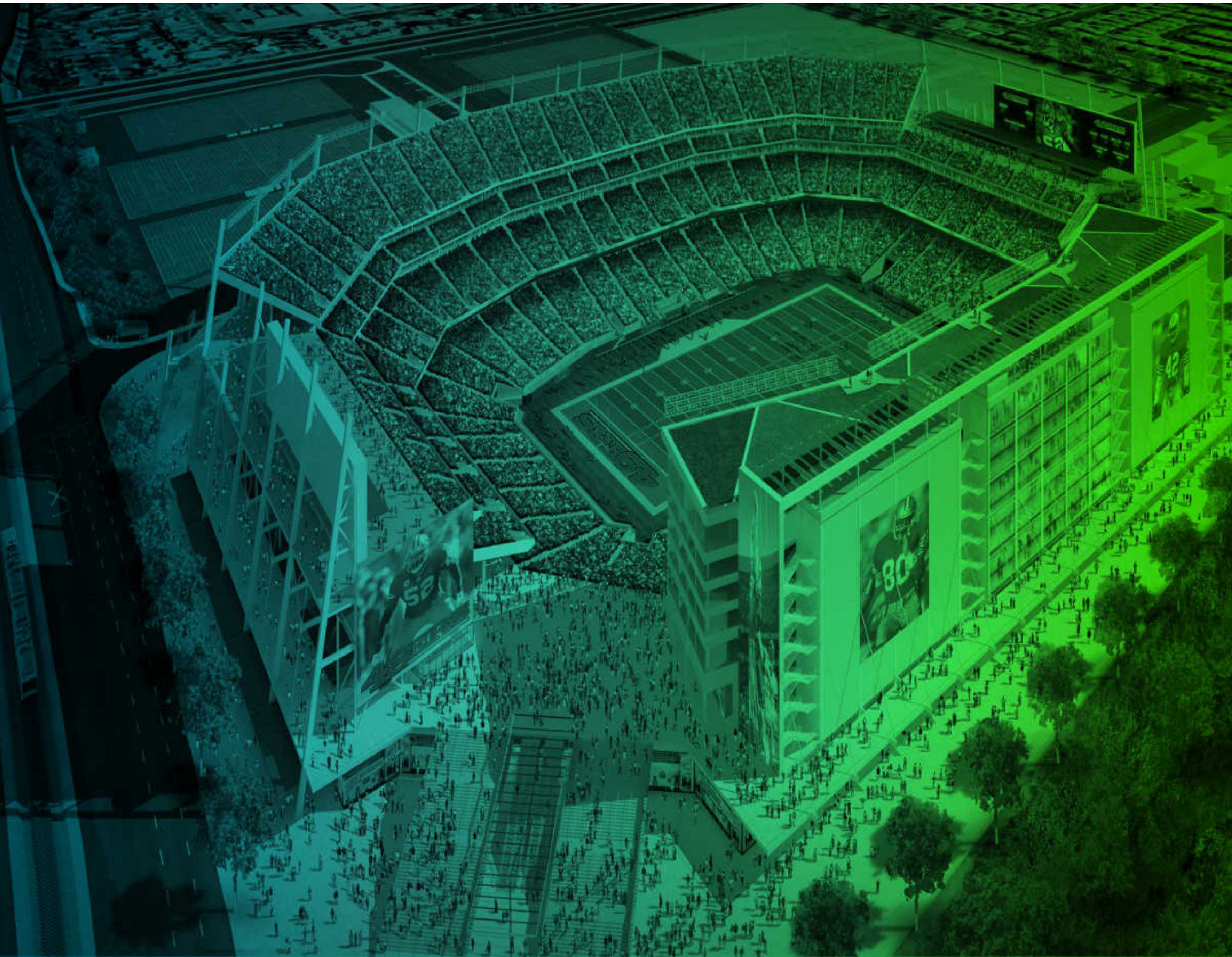


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Table of Contents

1.0 Purpose **1**

2.0 Objectives **3**

2.1 Administrative Objectives 3
2.1.1 Flexibility and Scalability *3*
2.1.2 Procedures for Review and Update *3*
2.1.3 Input from Interested Parties *3*
2.1.4 Collection and Evaluation of Annual Data *3*
2.2 Performance Objectives 4
2.2.1 Limit Duration of Traffic Congestion *5*
2.2.2 Avoid Intrusions into Residential Neighborhoods *5*
2.2.3 Avoid Intrusions into Surrounding Businesses *6*
2.2.4 Facilitate Transit Ridership and Minimize Impacts to Existing Transit Service *8*
2.2.5 Facilitate Arrivals by Bicycle *10*
2.2.6 Ensure Safety *10*
2.2.7 Provide Access to Neighboring Properties *10*
2.2.8 Provide Adequate Parking *11*
2.2.9 Effective Community Outreach and Education *11*
2.2.10 Non-Permitted Parking *11*

3.0 Working Groups **15**

3.1 Transportation Operations Group (TOG) 15
3.1.1 Stadium Operations Liaison *15*
3.1.2 Stadium Manager *16*
3.2 Stadium Stakeholders Group (SSG) 16

4.0 Annual Schedule and Event Type **19**

4.1 Annual Events Calendar 19
4.2 Stadium Authority Meeting Schedule 20
4.3 Working Group Meeting Schedule 20
4.4 Matrix of Control by Event Size 20
4.4.1 Parking Supply *21*
4.4.2 Vehicle Access *22*
4.4.3 Transit Access *25*
4.4.4 Bicycle Access *25*
4.4.5 Pedestrian Access *26*
4.4.6 Emergency Vehicle Access *26*

5.0 Components **27**

5.1 Vehicle Access 27
5.1.1 Vehicle Ingress *27*
5.1.2 Vehicle Egress *44*
5.2 Transit Access 50
5.2.1 VTA Light Rail *50*
5.2.2 VTA Local Bus *73*
5.2.3 Other Public Bus *76*
5.2.4 Charter Bus *76*
5.2.5 Caltrain *78*
5.2.6 Capitol Corridor *79*

5.2.7 Altamont Corridor Express *82*
5.3 Pedestrian Access 83
5.3.1 Roadway Closures / Pedestrian Only Areas *83*
5.3.2 Access to Transit *85*
5.3.3 Access to Parking *92*
5.3.4 ADA Access *96*
5.4 Bicycle Access 99
5.4.1 Access Routes *99*
5.4.2 Bicycle Parking *100*
5.5 Parking 104
5.5.1 Employee Parking *104*
5.5.2 Patron Parking *105*
5.6 Taxi and Pedicab Access 117
5.7 Emergency Vehicle Access Plan 120
5.7.1 Ambulance *120*
5.7.2 Police *120*
5.7.3 Fire *122*
5.7.4 Stadium Command Post *122*
5.8 TMOP Contingency Planning 123
5.8.1 Transit Access *123*
5.8.2 Vehicular Access and Parking *123*

6.0 Weekday Considerations 125

6.1 Advance Communication 125
6.1.1 Patrons *125*
6.1.2 Area Businesses *125*
6.1.3 Changeable Message Signs *126*
6.2 Vehicle Access 126
6.3 Transit Access 128
6.4 Parking 128
6.5 Residential/Business Notifications and Communications 129

7.0 Integration/Coordination with Nearby Facilities 131

7.1 Great America Theme Park 131
7.1.1 Great America Theme Park Parking During Events *131*
7.1.2 Great America Theme Park Vehicle Access during Events *133*
7.2 Techmart and Convention Center Vehicle Access during Events 137
7.3 Santa Clara Youth Soccer Park Vehicle Access during Events 141
7.4 Santa Clara Golf & Tennis Club Vehicle Access during Events 143
7.5 David's Restaurant and Banquet Facility Vehicle Access during Events 145
7.6 Our Lady of Peace Church and Shrine 147
7.7 Great America Commuter Rail Station 148

8.0 Development of Operating Budget 151

DRAFT

List of Tables

Table 2-1: Summary of Data to be Collected 4
Table 2-2: Anticipated Arrival and Departure Patterns 5
Table 2-3: Transit Providers, and Data to be Collected 8
Table 4-1: Potential Stadium Events 19
Table 4-2: Anticipated Transit and Automobile Use for Events of Different Size 21
Table 5.1-1: Signal Phasing Modifications – Vehicle Ingress 38
Table 5.1-2: Encroachment Permit Needs 40
Table 5.1-3: Signal Phasing Modifications – Vehicle Egress 49
Table 5.5-1: Employee Event day Parking Demand 104
Table 5.5-2: Stadium Parking Program 108

List of Figures

Figure 2-1: Event Day Neighborhood Roadway Restrictions 7
Figure 2-2: Transit Providers 9
Figure 2-3: Major Neighboring Commercial Properties 12
Figure 2-4: Gameday Parking Facilities 13
Figure 3-1: Stadium TMOP Operations Flow Chart 17
Figure 4-1: TMOP Area of Influence by Event Size 23
Figure 4-2: Intersection Adjustments by Event Size 24
Figure 5.1-1a: Vehicular Paths of Travel – Ingress 29
Figure 5.1-1b: Vehicular Paths of Travel – Egress 30
Figure 5.1-2: Detailed Gameday Signage 31
Figure 5.1-3: Advance Event Message Signs 32
Figure 5.1-4: Proposed Inbound Lane Configurations and Control 36
Figure 5.1-5: Pedestrian Crossings at Monitored Intersections 37
Figure 5.1-6: Traffic Signal Improvement Locations 41
Figure 5.1-7: Paratransit and Pick-up / Drop-off Routes, and Supplemental 45
Figure 5.1-8: Proposed Outbound Lane Configurations and Control 47
Figure 5.2-1: Transit Service in the Stadium Vicinity 51
Figure 5.2-2a: VTA Light Rail Schematic East of Great America Station 54
Figure 5.2-2b: VTA Light Rail Schematic West of Great America Station 55
Figure 5.2-3a: VTA Satellite Lots 58
Figure 5.2-3b: Downtown Mountain View VTA Station 59
Figure 5.2-3c: NASA/Bayshore VTA Station 60
Figure 5.2-3d: I-880/Milpitas VTA Station 61
Figure 5.2-3e: Great Mall VTA Station 62
Figure 5.2-3f: Guadalupe Line and Vasona Line Parking Availability 63
Figure 5.2-4a: Post-Event Arrivals at VTA Great America Station (Westbound Egress) 66
Figure 5.2-4b: Post-Event Arrivals at VTA Great America Station (Eastbound Egress) 67
Figure 5.2-5a: Great America Light Rail Station Platform Configuration 68
Figure 5.2-5b: Great America Light Rail Station Platform Queuin Area 69
Figure 5.2-6: At-Grade Crossing of Tasman Drive 71
Figure 5.2-7: VTA Bus Service 75
Figure 5.2-8: Charter Bus Staging Area on Event Day 77
Figure 5.2-9: Great America Commuter Rail Station Platform Configuration 81
Figure 5.3-1: At-Grade Crossing of Tasman Drive 84
Figure 5.3-2: Directional Signage and Access to Transit 86
Figure 5.3-3: Great America Light Rail Station Platform Queuing Area 87
Figure 5.3-4: VTA Supplemental Bus Route Staging Area on Event Days 88

Figure 5.3-5: Great America Commuter Rail Station Platform Configuration 90
Figure 5.3-6: Charter Bus Staging Area on Event Day 91
Figure 5.3-7: General Parking Areas 93
Figure 5.3-8: Detailed Pedestrian Access to Parking Facilities on Event Days 94
Figure 5.3-9: Stadium Security Perimeter 95
Figure 5.3-10: Paratransit and Pick-up / Drop-off Routes, and Supplemental ADA Shuttle Routes 98
Figure 5.4-1: Bicycle Routes 101
Figure 5.4-2: Bicycle Diversions on Event Day 102
Figure 5.4-3: Bicycle Parking Facilities 103
Figure 5.5-1: Gameday Parking Facilities 107
Figure 5.5-2a: Vehicular Paths of Travel – Ingress 110
Figure 5.5-2b: Vehicular Paths of Travel – Egress 111
Figure 5.5-3: Areas of Parking Prohibitions during 2014 Game Days 112
Figure 5.5-4: Red Lot 1 ADA Parking 114
Figure 5.5-5: Tailgating Regulations 116
Figure 5.6-1: Taxi and Uber Staging Area on Event Days 118
Figure 5.6-2: Pedicab Staging Area and Routes 119
Figure 5.7-1: Emergency Vehicle Access 121
Figure 6-1: Proposed Outbound Lane Configurations and Control 127
Figure 7-1: Great America Theme Park Parking Supply on Event Day 132
Figure 7-2a: Access to Great America Theme Park on Event Day – Inbound 135
Figure 7-2b: Access to Great America Theme Park on Event Day – Outbound 136
Figure 7-3: Advance Event Message Signs 138
Figure 7-4: Access to Techmart, Convention Center, and the Hyatt Hotel on Event Days 140
Figure 7-5: Access to Santa Clara Youth Soccer Park on Event Days 142
Figure 7-6: Access to Santa Clara Tennis & Golf Club on Event Day 144
Figure 7-7: Access to David's Restaurant on Event Day 146
Figure 7-8: Access to Our Lady of Peace Church and Shrine on Event Day 149

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1.0 Purpose

The purpose of this Transportation Management and Operations Plan (TMOP) is to provide a flexible framework and plan for the provision of safe and efficient multi-modal access, and adequate parking, for Levi's® Stadium in Santa Clara, California. The stadium will include approximately 68,500 seats, but can accommodate up to 71,000 patrons with the inclusion of standing-room-only tickets. Additionally, the Stadium has the potential for expansion to approximately 75,000 seats for the purpose of periodically hosting special events, such as the NFL Super Bowl. Per *The 49ers Stadium Project EIR* (City of Santa Clara, 2009), for capacity events such as typical San Francisco 49er games, 50,500 attendees are expected to arrive by automobile (as shown in Table 15, page 176 of the EIR, volume 1), with an average vehicle occupancy of 2.7 persons per vehicle (corresponding to 18,865 vehicles in total). 18,000 attendees will arrive by transit, including 5,000 by charter bus, 4,500 by Santa Clara Valley Transit Authority (VTA) light rail, 4,500 by local and regional bus services, and 4,000 by heavy rail (of which 3,000 will arrive via a transfer from Caltrain to VTA light rail). It should be noted that ridership projections from the EIR are to be updated as new ticket sales progress, and VTA uses that information to update its travel demand modeling. VTA will provide annual updated ridership projections.

The TMOP includes administrative and performance objectives by which the success of the plan's implementation goals can be measured. TMOP administrative objectives are intended to ensure that the plan is flexible and scalable, that procedures for review and update are clearly defined and that feedback from the public as well as other involved public and private organizations are considered. TMOP performance objectives include minimizing the duration of traffic congestion throughout the Stadium area, providing adequate parking facilities, facilitating trips by non-automobile uses, encouraging transit use, preventing intrusion into neighborhoods while maintaining access to neighboring business properties, and ensuring safe travel for all event patrons and local traffic.

As part of this document, working groups comprised of both public and private organizations are identified to ensure the effective implementation of traffic, transit, and parking plans. One working group will focus on day-to-day operations, while the other will function in an advisory capacity. Participants in each working group are based upon jurisdictional authority and/or expertise that support the functions of that particular group.

The TMOP includes an Annual Events Calendar for the Stadium, scheduled meetings for the Stadium Authority and working groups, and outlines the extent to which the TMOP should be implemented for events of different sizes. Based on the number of attendees expected for each event, the number of parking facilities used, the amount of lane reconfiguration and signal modification required, and the amount of transit service provided can be adjusted.

The TMOP outlines all elements necessary to facilitate safe and efficient access to and from the Stadium by way of all modes of transportation. With regard to vehicle ingress and egress, the type and location of signage is defined, the locations for all intersection treatments and roadway closures are identified, responsibility for implementation of various TMOP elements is defined, and the requisite number of hours to apply the TMOP is identified. Plans to allow access to neighboring business properties, and to restrict access into local neighborhoods are outlined. The types of transit service provided to the Stadium on event days are outlined, and methods to provide safe, orderly, and efficient access to transit facilities during the heavy egress load periods are described. New transit facilities to be built specifically for Stadium use are detailed. Designated pedestrian and bicycle facilities are described, and wayfinding signage to the stadium and to transit is outlined. Parking facilities for employees and patrons are identified, and plans for the use of other nearby parking facilities are outlined. The TMOP also outlines plans for emergency vehicle access, identifying the fastest routes to and from the Stadium during events.

In addition to weekend events, the TMOP identifies a methodology for implementing elements of the TMOP on weekday evenings. Plans for advance notification and outreach are outlined, and methods for maximizing traffic flow towards the Stadium during business hours are described. As businesses in the area will continue to function during the Stadium's ingress period for weekday events, methods for effective communications between these businesses (and area residents) and the Stadium's working groups are outlined.

Integration and coordination with nearby facilities are a priority of the TMOP. Specific access plans, advance signage, and means of communication are identified for businesses that will operate during Stadium events, including the Great America Theme Park, Santa Clara Convention Center, Techmart, Santa Clara Youth Soccer Park, Santa Clara Golf and Tennis Club, and David's Restaurant and Banquet Facility.

Finally, the TMOP is intended to be an evolving, living document, to be updated as necessary to better serve the surrounding community and the users and managers of the facility. The measures in this TMOP may help to inform the preparations and plans for special events, such as Super Bowl, but other unique procedures and security requirements may be involved that are not considered in detail here.

2.0 Objectives

The TMOP includes administrative and performance objectives by which the success of the plan's implementation goals can be measured. These objectives are intended to ensure that the plan is flexible and scalable, with provisions for obtaining input, collecting data, and allowing for future modifications to improve performance.

2.1 Administrative Objectives

2.1.1 Flexibility and Scalability

To ensure the effectiveness of the TMOP in various scenarios, the TMOP is both flexible and scalable. Annual reviews and updates, when necessary, are conducted to better serve both Stadium users and the public. Further, the TMOP has the ability to be modified within any year to respond quickly to any on-going concerns and issues based on feedback received and observations made, on an event-by-event basis. The TMOP is also scalable, allowing size-appropriate measures to be deployed for sold out events as well as smaller events.

2.1.2 Procedures for Review and Update

The TMOP functions as an actively maintained procedures manual, that is continuously updated to better serve the transportation and parking needs of the facility, as conditions change in the surrounding area of the stadium, and as better means for providing effective transportation solutions are identified. On an annual basis, after the end of the NFL season (anticipated as the first quarter of the calendar year), the written TMOP will be reviewed and updated as necessary, through recommendations of the working groups, that are ratified by the Director of Planning and Inspection (Please refer to Section 3.0 below for a description of the working groups). Some elements of the TMOP will be reviewed at various points during the season in order to make any adjustments that may be necessary immediately (e.g., issues related to neighborhood intrusion). The Transportation Operations Group (described in section 3.0) will be responsible for maintaining the TMOP document. These changes will also be included in an annual report prepared by the Stadium Manager, for review by the Director of Planning and Inspection.

2.1.3 Input from Interested Parties

Stadium Working Groups, as described in section 3.0 of the TMOP, are responsible for the implementation of the TMOP, collection of data to assess the plan's effectiveness, and obtaining input from interested agencies and the public. Specifically, the Transportation Operations Group makes observations on event days, considers feedback from the Stadium Operations Liaison (the point of contact for community members), and considers feedback from the Stadium Stakeholders Group, which is comprised of professionals from public agencies and private organizations. All recommended changes reviewed and approved by the Director of Planning and Inspection will be presented at Stadium Authority Meetings.

2.1.4 Collection and Evaluation of Annual Data

To assess the TMOP's effectiveness, and evaluate future improvement measures, travel behavior data will be periodically collected. Specifically, data is to be collected annually on a sample basis for the first five years after Stadium operations commence, followed by collections every five years moving forward. It is expected that after five years of operation, the majority of operational improvements will have been identified and implemented, and users of the area surrounding the Stadium will understand event day operations. As such, the collection of additional annual data would not be beneficial.

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Data will be collected during a regular-season Sunday afternoon game, and during a regular-season weekday evening game should one occur (i.e., Monday Night Football, Thursday Night Football), or other evening event, both at least one month after the start of the regular season. A summary of topics to be examined, and details regarding the data to be collected is provided in **Table 2-1**.

Table 2-1: Summary of Data to be Collected

Item for Evaluation	What Data is to be Collected?	Responsible Party for Collection and Compilation of Data	When shall Data be Collected?	Where Data shall be Collected?	How Data shall be Summarized?
Duration of Congestion	Field observations and aerial photographs (one Sunday and one evening game)	Transportation Consultant under Stadium Manager Direction	During a Sunday afternoon game, during a weekday evening game or event	Parking Lots, key traffic congestion points	Graphically; to identify bottleneck locations
Intrusion into Santa Clara, San Jose and Sunnyvale Residential Neighborhoods	Aerial photographs of on-street parking (one Sunday and one evening game)	Transportation Consultant under Stadium Manager Direction	Aerial photography taken at intervals from 9:00 AM to 6:00 PM; during a Sunday afternoon game and a weekday evening game	Aerial photographs of surrounding residential neighborhoods	Tabular; to identify the extent of intrusion into neighborhoods
Transit Ridership	Boarding/alighting data from transit providers	VTA, ACE, Capitol Corridor, Caltrain, Charter Buses	Collected before season (once on a Sunday, once on a Monday), and every game; summarized at the end of season	On transit providers' trains / buses, at transit stops	Tabular
Parking	Aerial photographs of Stadium parking facilities, parking counts	Transportation Consultant under Stadium Manager Direction	Aerial photography taken at intervals from 9:00 AM to 6:00 PM; during a Sunday afternoon game and a weekday evening game	All Stadium parking facilities	Tabular
Modal Split	Arrival data from all modes of travel	Traffic Consultant, VTA, ACE, Capitol Corridor, Caltrain	Throughout season, prior to the start of a season	Aerial photographs, transit data, bicycle parking counts	Tabular
Access to Neighboring Properties	Aerial photographs of neighboring properties parking facilities, field observations	Transportation Consultant under Stadium Manager Direction	Aerial photography taken at intervals from 9:00 AM to 6:00 PM; during a Sunday afternoon game and a weekday evening game	Aerial photographs of neighboring properties parking facilities	Tabular; to identify the extent to which neighboring uses are utilized

Source: AECOM, 2014.

2.2 Performance Objectives

Performance objectives of the TMOP are based on expected arrival and departure totals as provided in *The 49ers Stadium Project EIR* (City of Santa Clara, 2009). Anticipated arrival and departure totals for vehicle trips are summarized in **Table 2-2**. The values provided are based on factors including transit availability, average vehicle occupancy rates, available roadway capacity, historical Candlestick Park information, and anticipated modal split information. As shown in *The 49ers Stadium Project EIR*, 74 percent of patrons are expected to arrive by automobile, 7 percent are expected to arrive by charter bus, and 19 percent are expected to arrive by public transportation. This data is to be updated once per season or as is otherwise appropriate.

Table 2-2: Anticipated Arrival and Departure Patterns

Time Frame	Auto Trips		Charter Buses		Total Vehicle Trips
	Percent	Trips	Percent	Trips	
General Arrival Pattern					
> 5 Hours	6	1,122	0	0	1,122
4-5 Hours	8	1,496	0	0	1,496
3-4 Hours	14	2,619	2	2	2,621
2-3 Hours	14	2,619	5	6	2,624
1-2 Hours	19	3,554	28	32	3,586
< Hour	39	7,295	65	74	7,369
Total	**100**	**18,704**	**100**	**114**	**18,818**
General Departure Pattern					
During Game	10	1,870	10	11	1,882
< 1 Hour	64	11,971	80	91	12,062
1-2 Hours	26	4,863	10	11	4,874
Total	**100**	**18,704**	**100**	**114**	**18,818**

Source: City of Santa Clara, *The 49ers Stadium Project EIR*, 2009.

2.2.1 Limit Duration of Traffic Congestion

Providing a transportation plan that minimizes the duration of traffic congestion is a key program objective. As specified in section 2.1.4, the duration of congestion will be annually measured as part of the program's assessment program. Per the *Transportation Management Plan for a New San Francisco 49ers Stadium in Santa Clara, CA* (AECOM, 2009), the period of arrival for football games can be as long as five hours prior to the start of a game. However, the period of departure will typically occur near the completion of a game, and conclude less than two hours afterward. Thus, efforts to limit the duration of traffic congestion are focused on post-game traffic departure.

The duration of traffic congestion will be measured by way of field observations at key traffic locations. The locations to be examined will include but not be limited to the Stadium Main Parking Lot, the SR 237 eastbound and westbound ramps at Great America Parkway, the Great America Parkway / Mission College Boulevard intersection, the US 101 / Great America Parkway intersection, and the Lawrence Expressway / Tasman Drive intersection. At the Stadium Main Parking Lot, the duration of congestion shall be identified as the time at which the lot begins to empty, to the time at which queuing at lot exit points ceases. At each other location, the duration of congestion shall be identified as the time at which the Stadium Main Parking Lot begins to empty, to the time at which the intersection's standard signal phasing would be sufficient to manage traffic. The time at which intersection's standard signal phasing would be sufficient to manage traffic is to be determined by the judgment of assigned traffic monitoring officers. When queuing for outbound vehicles is observed to clear the intersection each traffic cycle, the officer will report to the Stadium's Traffic Operations Center. Once all officers have reported that queuing no longer results in vehicles waiting multiple cycles to clear an intersection, all signals will be returned to their standard signal phasing via the Stadium's Traffic Operations Center. As noted in section 2.1.4, this data will be collected during a regular-season Sunday game, and during a regular-season weekday evening game (i.e., Monday Night Football, Thursday Night Football).

2.2.2 Avoid Intrusions into Residential Neighborhoods

As reducing noise, air quality, and traffic impacts to the surrounding residential neighborhoods is of utmost importance, the potential for intrusion of traffic and pedestrians into residential areas shall be examined. As noted in the *Transportation Management Plan for a New San Francisco 49ers Stadium in Santa Clara, CA* (AECOM,

2009), to prohibit Stadium patrons from intruding on residential areas, such as the Adobe Wells Mobile Home Park, Agnews and the Rivermark neighborhoods, Stadium access as well as Stadium parking in those neighborhoods will be restricted on the following roadways:

Event-related vehicle access restriction and on-street parking restriction:

- Calle De Primavera;
- Fairway Glen Drive;
- Hogan Drive;
- Eisenhower Drive;
- Hope Drive;
- Agnew Road;
- Bassett Street;
- Davis Street;
- Cheeney Street;
- Fillmore Street;
- Lakeshore Drive;
- Lake Santa Clara Drive;
- Reamwood Avenue;
- Birchwood Drive;
- Adobe Wells Mobile Home Park Access;
- Palamos Avenue;
- Sandia Avenue;
- Bridgewood Way;
- Wildwood Avenue;
- Stars and Stripes Drive;
- Centennial Boulevard;
- Renaissance Drive; and
- Democracy Way.

On-street parking restriction only:

- Lick Mill Boulevard;
- Lafayette Street;
- Freedom Circle;
- Mission College Boulevard;
- Hichborn Drive;
- Our Lady's Way;
- Patrick Henry Drive;
- Old Ironsides Drive;
- Old Glory Lane;
- Betsy Ross Drive;
- Bunker Hill Lane;
- Stars and Stripes Drive;
- Democracy Way;
- Calle Del Sol;
- Calle De Luna; and
- Calle Del Mundo.

An illustration of the event day restrictions of roadways providing access to residential neighborhoods is provided in **Figure 2-1**. Intrusion into residential areas is to be measured through an examination of on-street parking conditions beyond these roadways. When requested by the Transportation Operations Group (TOG), aerial photographs will be taken at 15-minute intervals from 9:00 AM to 6:00 PM on a regular-season Sunday game day, assuming a 1:00-1:30 PM start time. The TOG is responsible for evaluating the aerial photographs and determining the extent to which intrusion occurs. Based on findings, adjustments to the TMOP will be proposed.

2.2.3 Avoid Intrusions into Surrounding Businesses

In order to address the upcoming changes on parking and access on event days, the San Francisco 49ers have issued letters to surrounding property owners and businesses to identify methods for avoiding intrusions by Stadium patrons. These methods include:

- Posting signage and/or stationing staff to prohibit access to private property;
- Hire Forty Niners Stadium Management Co. Post, Secure and Block access to your property;
- Join the Levi's® Stadium Parking Operations Program; and/or,
- Sell Parking on Your Property (off-site parking permit is required, available to commercial properties, not available to residential properties).

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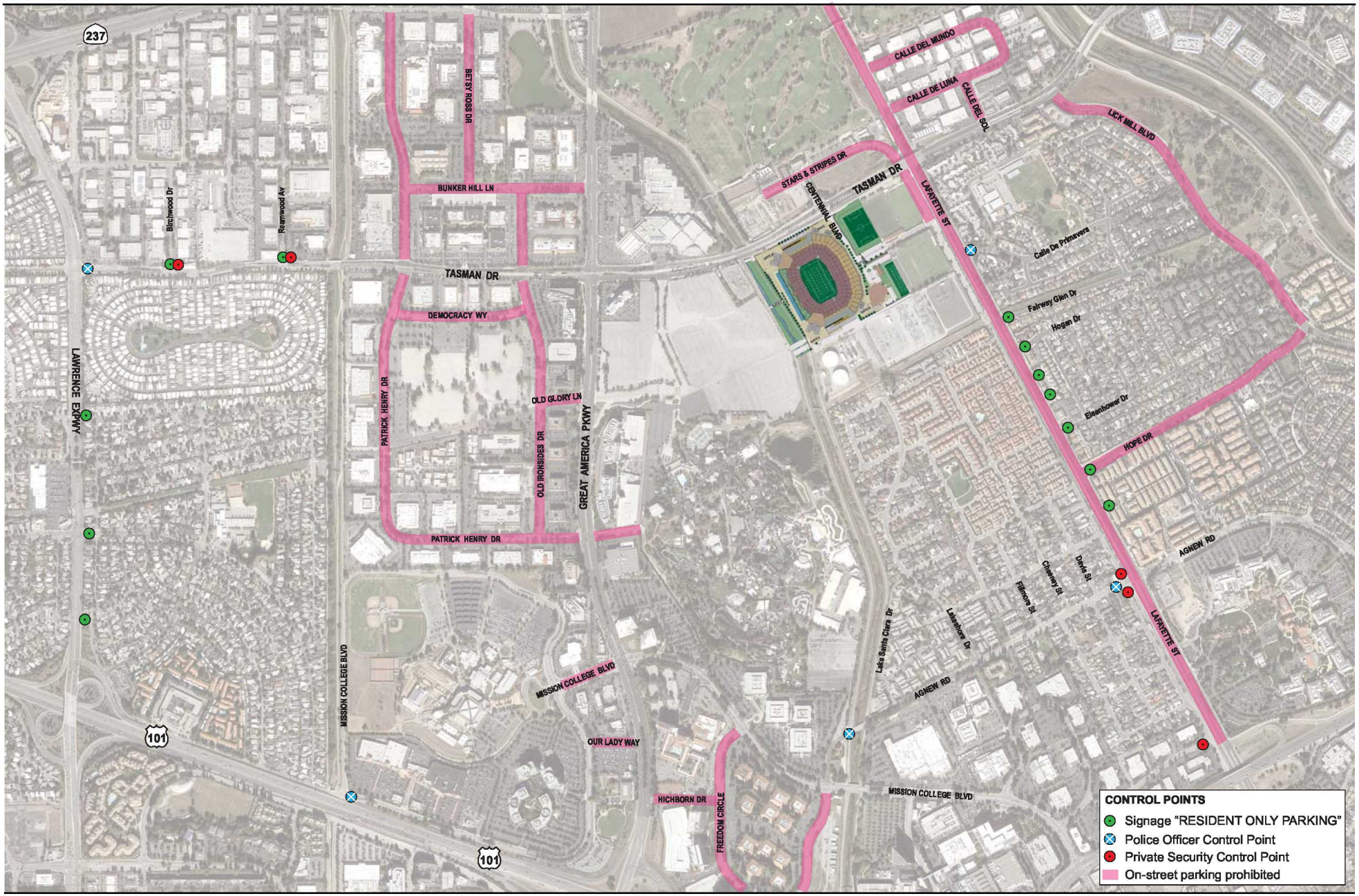

Event Day Roadway Restrictions.ai

San Francisco 49ers Transportation Management and Operations Plan for a New Stadium in Santa Clara

Figure 2-1

Event Day Neighborhood Roadway Restrictions

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2.2.4 Facilitate Transit Ridership and Minimize Impacts to Existing Transit Service

A major goal of the TMOP is to facilitate and encourage the use of transit on event days, as the use of transit will provide multiple benefits to the area, including the minimization of the period of transportation congestion. In addition to encouraging transit use, impacts to existing transit service will be minimized in order to limit the impact to non-event transit passengers.

Transit operating agencies shall provide transit service (route, capacity, frequency) and ridership data for each regular-season game. The TOG shall request hourly passenger boarding and alighting by station from transit operators. A summary of each transit agency, and the anticipated data to be collected, is provided in **Table 2-3**. Each transit provider has been met with to identify needs with respect to data collection efforts, and to develop a strategy to collect as much data as is appropriate. **Figure 2-2** illustrates the transit providers' routes in the vicinity of the Stadium.

Table 2-3: Transit Providers, and Data to be Collected

Transit Provider	Transit Service Type	Boarding / Alighting by Station	Capacity / Utilization	Headways
Santa Clara Valley Transportation Authority (VTA)	Light Rail	x	x	x
	Bus	x	x	x
Caltrain	Heavy Rail	x	x	--
Altamont Corridor Express (ACE)	Heavy Rail	x	x	--
Capitol Corridor	Heavy Rail	x	x	--
Charter Bus	Bus	x	x	--

Source: AECOM, 2014.

The Transportation Operations Group (TOG), described in greater detail in Section 3, is responsible for summarizing transit ridership, and qualitatively assessing transit operations. Event day conditions shall be compared with non-event day conditions (as determined through non-event day data collections) to determine the impact of event patrons on transit operations. The transit analysis shall consider impacts due to changes in transit service levels and ridership.

Lowering headways and increasing service frequency, when feasible, will enable operating agencies to increase the number of patrons delivered and cleared from the Stadium. The addition of special transit service (e.g., special bus service, expanded VTA LRT Sunday service with limited-stop routes) to accommodate event patrons, and the coordination of transit service between the Stadium and rail facilities, will improve service to events and minimize impacts to existing transit service. Additionally, the use of VTA park and ride lots, coordinated transit provider transfers (e.g., Caltrain-to-VTA Light Rail transfers at the Downtown Mountain View Station), as well as streamlined transit ticketing services will improve service to events.

Further, for events with above 20,000 attendees, the section of Tasman Drive immediately adjacent to the Stadium, between Centennial Boulevard and the Great America Theme Park driveway / Convention Center driveway (herein referred to as "Convention Center Circle"), will be closed to all vehicular traffic. Such a closure will allow for a pedestrian zone for Stadium patrons arriving from or departing to VTA light rail; improving VTA light rail boarding and alighting efficiency at the Great America VTA Station.

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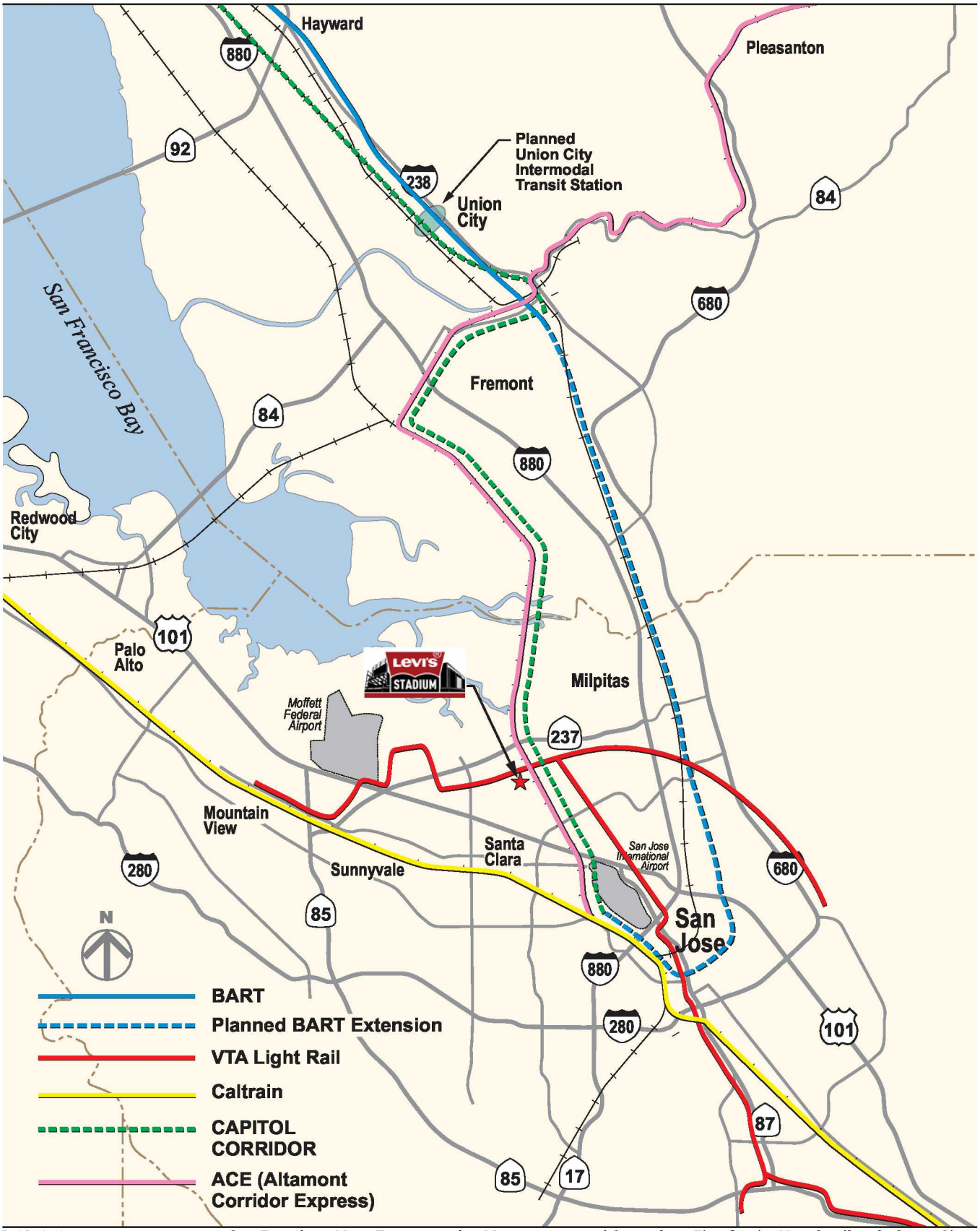

Transit Providers.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 2-2
Transit Providers

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2.2.5 Facilitate Arrivals by Bicycle

Facilitating and encouraging arrival to events by bicycling is also a goal of the TMOP.

The extent to which bicycle access is facilitated is to be measured through an evaluation of the usage levels of the Stadium bicycle parking facilities. Specifically, bicycle parking counts shall be collected for event days and non-event days for comparison. Aerial photographs are to be taken at 15-minute intervals pre-game, mid-game, and post-game during a regular-season Sunday game, and during a regular-season weekday evening game (i.e., Monday Night Football, Thursday Night Football), both at least one month after the start of the regular season to identify any effects of the Stadium on nearby bicycle facilities. The Transportation Operations Group (TOG) is responsible for evaluating the aerial photographs and determining the adequacy of the available bicycle parking supply. Based on findings, adjustments to the TMOP will be proposed.

2.2.6 Ensure Safety

The safety of patrons using all modes of transportation, as well as the safety of residents throughout the area is a crucial program objective. The ways in which general safety levels will be affected (positively and negatively) shall be addressed, and the means by which they are to be quantified shall be discussed in this section of the TMOP.

The Stadium area shall be assigned a unique identification number that will be applied to all crime and incident reports prepared by the Santa Clara, San Jose and Sunnyvale Police Departments. The Santa Clara Police Department is responsible for analyzing crime and incident data and evaluating the safety of Stadium patrons and residents throughout the area on Stadium event days compared to non-event days, and for providing updated information to the Transportation Operations Group. Based on the findings, adjustments to the TMOP and Public Safety Plan will be proposed.

2.2.7 Provide Access to Neighboring Properties

An objective of the TMOP is to ensure access to owners, employees, business patrons, and other users of neighboring properties. Major nearby land uses which may be in normal operation on event days include, but are not limited to, the following:

- Great America Theme Park;
- Convention Center;
- Techmart;
- David's Restaurant and Banquet Facility;
- Our Lady of the Peace Church and Shrine;
- AMC Mercado 20;
- Mission College;
- Santa Clara Golf & Tennis Club;
- Santa Clara Youth Soccer Park;
- Hyatt Regency;
- Hilton Santa Clara;
- Avatar Hotel and Bennigans Restaurant;
- Santa Clara Marriott; and
- Owners/Managers of area Retail Commercial Centers.

The location of each neighboring property is illustrated in **Figure 2-3**. The extent to which the TMOP allows efficient access to these properties is to be measured through an evaluation of each property's parking facilities. Aerial photographs are to be taken at 15-minute intervals pre-game, mid-game, and post-game during a regular-season Sunday game, and during a regular-season weekday evening game (i.e., Monday Night Football, Thursday Night Football), both at least one month after the start of the regular season. The Stadium Manager will also collect and provide data and observations in the form of a written report during these data collection periods. The Stadium Manager will retain a transportation consultant to evaluate the aerial photographs and determine whether game day access to the properties is adequate. Based on the findings, adjustments to the TMOP will be proposed.

2.2.8 Provide Adequate Parking

The provision of adequate parking facilities within a reasonable walking distance to the stadium is important in itself. The parking lot locations will serve to minimize the number of conflict points between patrons walking to/from the stadium and automobiles. Aerial photographs are to be taken at 15-minute intervals pre-game, mid-game, and post-game during a regular-season Sunday game, and during a regular-season weekday evening game prior to darkness (i.e., Monday Night Football, Thursday Night Football), both at least one month after the start of the regular season. The Transportation Operations Group is responsible for evaluating the aerial photographs, determining the occupancy levels of each lot, and determining the overall adequacy of the available parking supply. Based on findings, adjustments to the TMOP will be proposed. An illustration of the parking facilities for Stadium events is provided in **Figure 2-4**.

2.2.9 Effective Community Outreach and Education

The Stadium Manager, along with the City of Santa Clara, will define measures of effectiveness for outreach and education plans, and identify the extent to which the plans meets each measure of effectiveness. Community outreach and education measures will include:

- Education upon ticket purchase and/or with tickets;
- Brochures and mailers to area residents and local businesses;
- Press releases and media alerts;
- Telephone hotline;
- Web-based dissemination via social media and cell phone application;
- Information posted on VTA light rail trains and buses; and
- Stadium Stakeholders Group meetings.

2.2.10 Non-Permitted Parking

As noted in section 2.2.2, any intrusive parking in non-permitted areas (on-street in residential neighborhoods, or in no-event off-street parking lots) is to be evaluated using aerial photographs taken at 15-minute intervals from 9:00 AM to 6:00 PM on a regular-season Sunday game day, assuming a 1:00-1:30 PM start time. The Transportation Operations Group is responsible for evaluating the aerial photographs and determining the extent to which non-permitted parking occurs. Enforcement of the Stadium's prescribed parking plan will be carried out by the appropriate jurisdiction's law enforcement.

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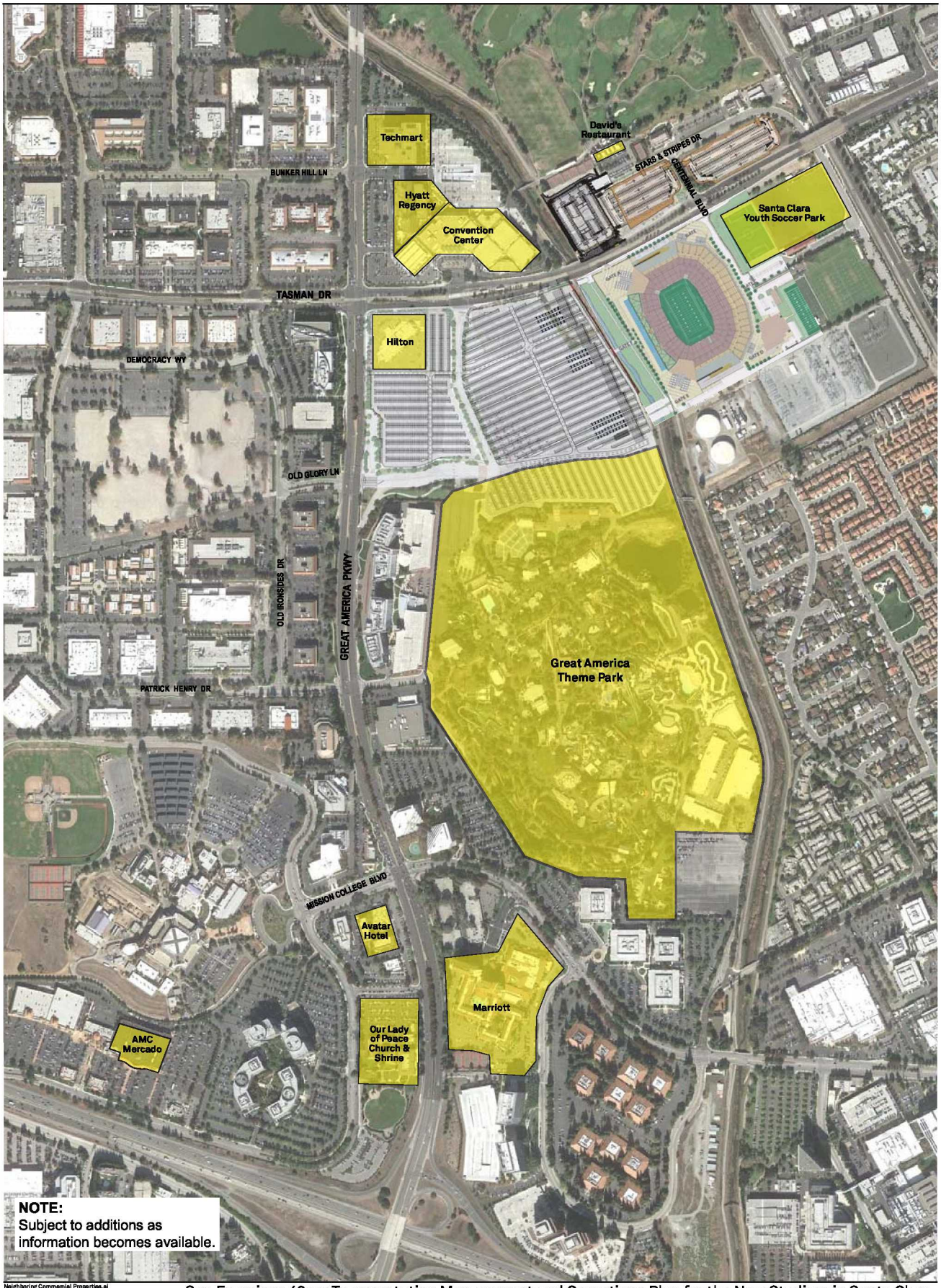

Neighboring Commercial Properties.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 2-3

Major Neighboring Commercial Properties

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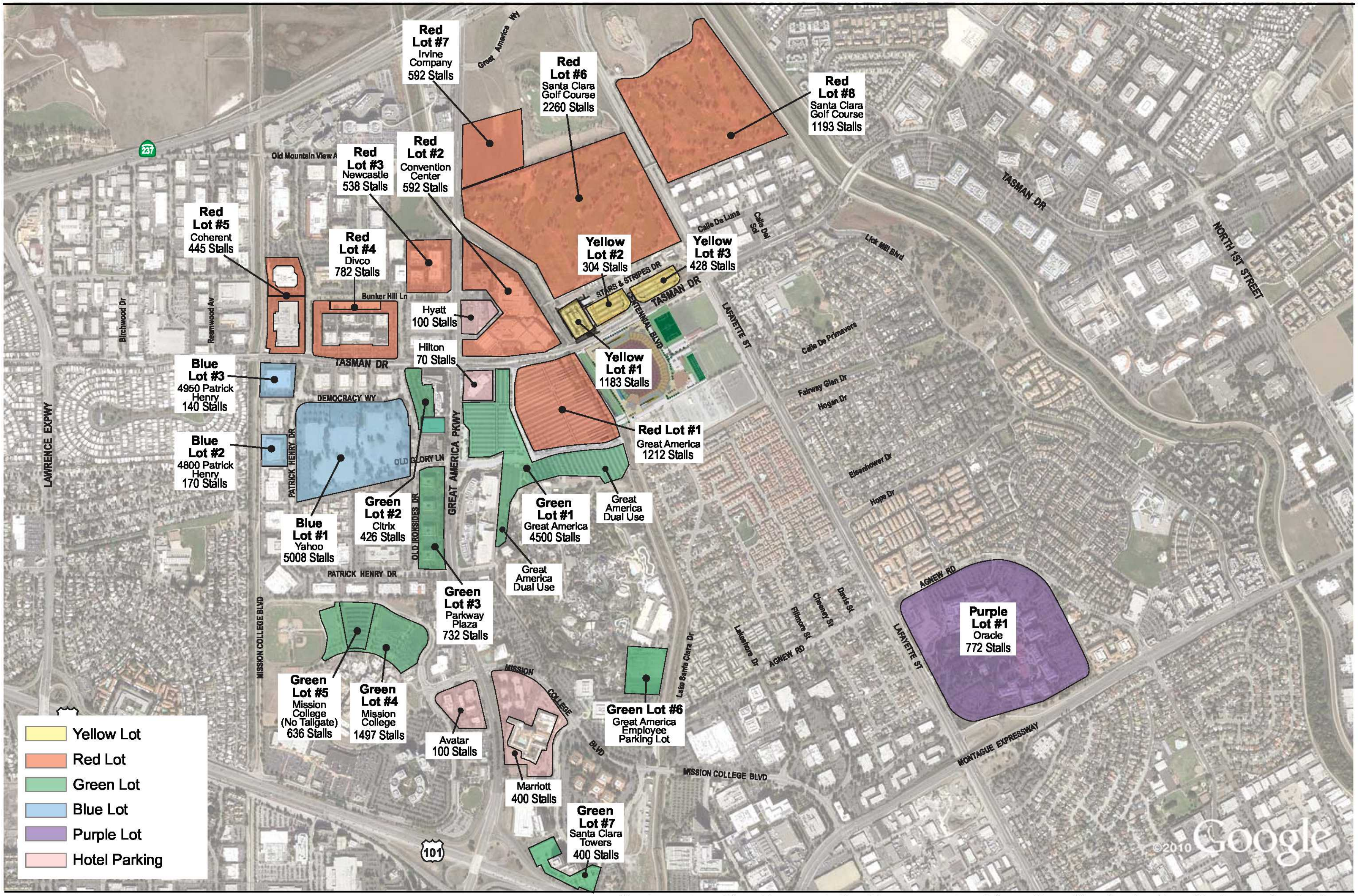

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 2-4
Gameday Parking Facilities

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3.0 Working Groups

Two working groups are identified to ensure the effective implementation of traffic, transit, and parking plans. The make-up and emphasis of each working group is slightly different, but together they provide support for the Stadium Authority Stadium Manager, and the entity charged with daily operations of the Stadium facility.

The first working group, the Transportation Operations Group (TOG), focuses on day-to-day operations including pre-season planning, individual event planning, and event follow-up assessments. The second working group, the Stadium Stakeholders Group (SSG), functions primarily in an advisory capacity, acting in more of an information gathering and sharing role, taking public input through the Stadium Operations Liaison and providing recommendations to the TOG. Participants in each group are based upon jurisdictional authority and/or expertise that support the functions of the particular group.

3.1 Transportation Operations Group (TOG)

The TOG is responsible for setting up and revising traffic, transit, and parking plans, assessing the performance of these plans, and responding to recommendations from the SSG. The TOG is to participate in meetings prior-to and following each event with 20,000 or more attendees held at the Stadium, and meetings convened for events with fewer than 20,000 attendees on a case-by-case basis. The TOG is responsible for taking input, observations, and recommendations into consideration, and moves them forward to assess operational feasibility. The TOG will include (but is not limited to) the following members:

- San Francisco 49ers Stadium Operations Staff
- Valley Transportation Authority (VTA) Staff
- City of Santa Clara Staff (including Public Safety Staff)
- Caltrain Staff
- Altamont Corridor Express (ACE) Staff
- Capitol Corridor Staff
- Participating law enforcement agencies (led by City of Santa Clara Police Department)
- Stadium Operations Liaison

3.1.1 Stadium Operations Liaison

A Stadium Operations Liaison position or office will be established by the TOG to function as a single point of contact for residents and businesses. The Stadium Operations Liaison position or office will be staffed by the Stadium Manager. The Stadium Operations Liaison's duties may include, but are not limited to: submitting weekly reports regarding community concerns and complements about Stadium activities to the Santa Clara City Manager's Office, the Special Evenuts Unit at the Santa Clara Police Department and the Stadium Manager, submitting an annual report with the same information to the Stadium Authority, attend pre- and post-TOG meetings and Stakeholder meetings, and attend significant events at the Stadium. The Stadium Operations Liaison will be accessible to all local residents, business owners, and patrons at Neighbors@LevisStadium.com.

The Stadium Operations Liaison serves as the first line of communications for community members and Stadium patrons. For larger issues that cannot be dealt with by the Stadium Operations Liaison, community members and

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Stadium patrons shall present issues at SSG meetings for resolution, and/or forward significant issues to the Stadium Manager for their review and resolution.

3.1.2 Stadium Manager

The Stadium Manager (currently Management Co.) will coordinate with area residents and area businesses, maintain permits and agreements with all parties involved, and facilitate Stadium-related data collection efforts. Specifically, the Stadium Manager will maintain permits with all parties participating in parking agreements with San Francisco 49ers management, and will hire a parking operator to manage all event day parking operations.

3.2 Stadium Stakeholders Group (SSG)

The Stadium Stakeholders Group is responsible for evaluating stadium operations on event days, obtaining public input, identifying areas of concern, and advising the TOG on what revisions to the TMOP should be considered. The SSG is to participate in quarterly public meetings to discuss these items. Membership of the SSG includes both public and private professionals, including members of the TOG. The SSG will include (but is not limited to) the following members:

- City of Santa Clara Staff (including Public Safety Staff)
- Participating law enforcement agencies (led by City of Santa Clara Police Department)
- Ambulance Providers
- City of San Jose Staff
- City of Sunnyvale Staff
- City of Milpitas Staff
- San Francisco 49ers Stadium Operations Staff
- Stadium Operations Liaison
- Valley Transportation Authority (VTA) Staff
- Caltrans Staff
- Caltrain Staff
- Altamont Corridor Express (ACE) Staff
- Capitol Corridor Staff
- Private Transit and Transport Providers including taxi and charter bus companies
- Parking Facilities Contractors
- Private Security Contractors
- Convention Center
- Great America Theme Park
- Santa Clara Golf and Tennis Club
- Santa Clara Hotels in the Community Facilities District

A flow chart illustrating each working group, their function, and their relation to each other is provided in **Figure 3-1**. It should be noted that the Stadium Authority and the Stadium Manager (currently Management Co.) share the agenda for the SSG, and all decisions will be made jointly. The TOG meetings are facilitated by the Stadium Manager (currently Management Co.).

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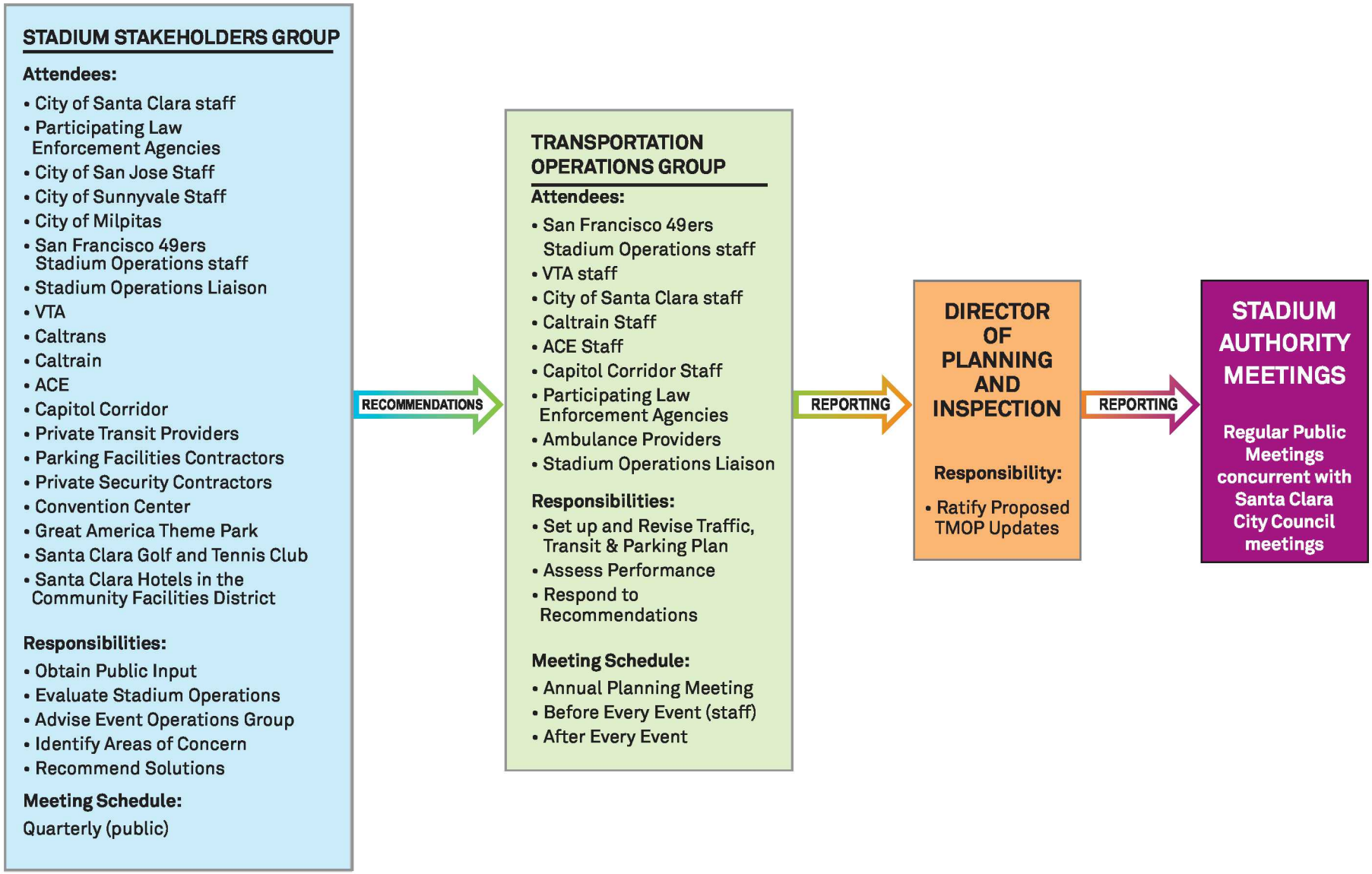

Stadium TMOP Operations Flow Chart rev6.ai

San Francisco 49ers Transportation Management and Operations Plan for a New Stadium in Santa Clara

Figure 3-1

Stadium TMOP Operations Flow Chart

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4.0 Annual Schedule and Event Type

The TMOP includes an Annual Events Calendar for the stadium, as well as scheduled meetings for the Stadium Authority, and working groups.

4.1 Annual Events Calendar

The anticipated Annual Events Calendar is to be compiled by the Stadium Manager, and shall identify and describe all anticipated stadium activity, ensuring that each event receives an appropriate amount of attention with regard to traffic, transit, and parking provision. The information to be provided in the schedule for event purposes shall include:

- 4.1.1 Number of Events
- 4.1.2 Event Type
- 4.1.3 Number of Attendees
- 4.1.4 Day, Time and Duration of Event
- 4.1.5 Special Considerations
- 4.1.6 Expected Parking Demand

Updates to the annual events calendar (received throughout the year) will be reviewed and approved by the Director of Planning and Inspection or City Manager, whichever is appropriate given the size of events. Schedule updates will be conveyed to the community via www.LevisStadium.com and other appropriate outreach methods to ensure affected parties are made aware of changes in the Annual Events Calendar that may affect them.

Typically, an NFL season will run from August through December, with 10 scheduled home games (two preseason games and eight regular season games). Additionally, up to two home playoff games may be scheduled in January. In addition, the Stadium will host non-NFL events and other community events. **Table 4-1** lists potential events that may be held at the Stadium annually.

Table 4-1: Potential Stadium Events

Event Type	Estimated Attendance	No. of Events per Year	No. of Days per Event	Estimated Parking Demand per Day
San Francisco 49ers Games	68,500	10-12	1	18,865
X-Games	50,000	1	4	4,500
Moto-Cross	42,500	1	1	13,005
International Soccer	40,000	2	1	12,240
Concerts	37,500	1	1	11,475
College Football	37,500	1	1	11,475
Festivals/Antique Shows	25,000	8	1	9,000
College Bowl Game	25,000	1	1	7,650
Car Shows (parking lot event)	12,000	2	4	1,200
Small Events	50 to 500+	250	1	varies

Source: *The 49ers Santa Clara Stadium Project EIR*, City of Santa Clara, 2005; AECOM, 2014.

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4.2 Stadium Authority Meeting Schedule

The Annual Events Calendar shall identify all Stadium Authority meetings, which are to be held concurrently with the regularly scheduled Santa Clara City Council meetings. The Santa Clara City Council meets twice a month, typically on the second and fourth Tuesday of each month. At its meetings (which are to be recorded with agendas and minutes), the Stadium Authority will receive and evaluate reports and recommendations from the TOG and SSG, provide feedback, and take any necessary actions.

4.3 Working Group Meeting Schedule

Stadium Stakeholders Group (SSG) meetings shall occur quarterly. At their scheduled meetings, the SSG shall obtain input, evaluate Stadium operations, identify areas of concern, and advise the Transportation Operations Group.

The TOG is to participate in meetings prior-to and following each event with 20,000 or more attendees held at the Stadium, and events with fewer than 20,000 attendees on a case-by-case basis. At their scheduled meetings, the TOG shall assess the performance of the TMOP, evaluate input, observations, and recommendations provided by the SSG, and revise the TMOP as necessary. Significant TOG findings and recommendations shall be reported at Stadium Authority meetings.

4.4 Matrix of Control by Event Size

Travel characteristics to the Stadium will vary depending on the size and type of event occurring. For smaller events, a lower transit modal split, and a lower average vehicle occupancy is expected. Thus, for smaller events, elements of the TMOP may be scaled down to minimize the effect of Stadium operations on the surrounding transportation network. Estimated levels of transit ridership and automobile use for events of varying size are summarized in **Table 4-2**.

Table 4-2: Anticipated Transit and Automobile Use for Events of Different Size

Event Size	Event Type	Expected Transit Ridership[1]						Charter Bus	Expected Vehicle Trips[1]		
		Light Rail	Bus	Caltrain	Capitol Corridor	ACE	Mode Share		Patrons	AVO[2]	Total Cars
68,500[3]	Football Game	4,500	4,500	3,000	500	700	19%	5,000	50,300	2.70	18,865
55,000[3]	X-Games Moto-Cross Internat'l Soccer Concert (Large) College Football	3,600	800	2,400	400	0	13%	500	47,300	2.63	18,000
35,000[3]	Festivals Antique Show Concert (Medium)	1,800	550	1,200	200	0	11%	0	31,250	2.39	13,000
20,000[4]	Concert (Small)	700	325	450	75	0	8%	0	18,455	2.15	8,500
10,000[4]	Car Show	200	100	100	25	0	4%	0	9,575	2.05	4,700

Source: AECOM, 2014.
Notes: [1] Ridership, vehicle arrivals, and total parked cars represent the maximum expected value for a given range of attendees.
[2] Average Vehicle Occupancy (AVO) is scaled based on the size of a given event.
[3] Tasman Drive may be closed for events of this size.
[4] Tasman Drive may not be closed for events of this size.

4.4.1 Parking Supply

As shown in **Table 4-2**, the number of parking spaces required to accommodate events of different sizes varies from a maximum of 18,865 spaces to under 5,000 spaces (not including employee parking). The extent to which the TMOP should be scaled with respect to parking is summarized below:

- 68,500 Attendees: For "capacity" events, all points of the TMOP shall be fully applied.
- 55,000 Attendees: Due to the anticipated reduction in average vehicle occupancy, and lower transit mode share, events such as large concerts and international soccer matches with 55,000 attendees will only generate approximately 865 fewer vehicle trips than a capacity event. As such, all parking elements of the TMOP should be fully applied, with the exclusion of some parking facilities furthest from the Stadium. Any event day signage related to these facilities shall not be included.
- 35,000 Attendees: Events with 35,000 attendees will generate approximately 6,000 fewer vehicle trips than a capacity event. As such, all parking elements of the TMOP should be fully applied, with the exclusion of parking facilities furthest from the Stadium. Signage related to these facilities shall not be included.
- 20,000 Attendees: Events with 20,000 attendees will generate approximately 10,000 fewer vehicle trips than a capacity event. As such, all event parking can be accommodated within parking facilities adjacent to the Stadium, as well as other partnering parking facilities nearest to the Stadium. Any event signage south of Patrick Henry Drive shall direct motorists to these facilities.
- 10,000 Attendees: Events with 10,000 attendees will generate approximately 14,000 fewer vehicle trips than a capacity event. As such, all event parking will typically be accommodated entirely within the Great

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America Main Parking Lot, or within other nearby parking facilities. Signage provided in the Stadium area should direct motorists to the nearest Great America Main Parking Lot driveway.

The parking supply required to accommodate each event size is shown in **Figure 4-1**. Further, **Figure 4-1** illustrates the Stadium's "area of influence" by event size.

4.4.2 Vehicle Access

Per **Table 4-2**, the number of vehicle trips generated by patrons for events of different sizes varies from a maximum of 18,865 vehicles to under 5,000 vehicles. Based on the expected number of patrons for a given event, the minimum number of parking facilities contracted to provide parking on event days will be utilized. The extent to which the TMOP should be scaled with respect to vehicle access is summarized below:

- 68,500 Attendees: For "capacity" events, all points of the TMOP shall be fully applied.
- 55,000 Attendees: All parking elements of the TMOP shall be fully applied, with permitted off-site lots. However, as the roadways used to access these excluded facilities may be used to access other parking facilities that will otherwise be included, all traffic-related elements of the TMOP shall be fully applied.
- 35,000 Attendees: Elements of the TMOP shall be applied, with permitted off-site lots. Lane reconfigurations and signal modifications at intersections near these excluded facilities shall be revised to focus traffic flow to other parking facilities.
- 20,000 Attendees: Event parking shall be accommodated within parking facilities adjacent to the Stadium, and within permitted off-site lots. Lane reconfigurations throughout the Stadium area would no longer be required, though some signal timing modifications would be warranted to focus flow towards parking facilities. Officer presence at intersections would only be required at intersections adjacent to parking facilities.
- 10,000 Attendees: Event parking shall be accommodated entirely within the Stadium Great America Main Parking Lot. This level of vehicle trip generation would not necessitate lane reconfigurations or signal modifications. Officer presence at intersections would not be required.

Intersection adjustments by event size are shown in **Figure 4-2**.

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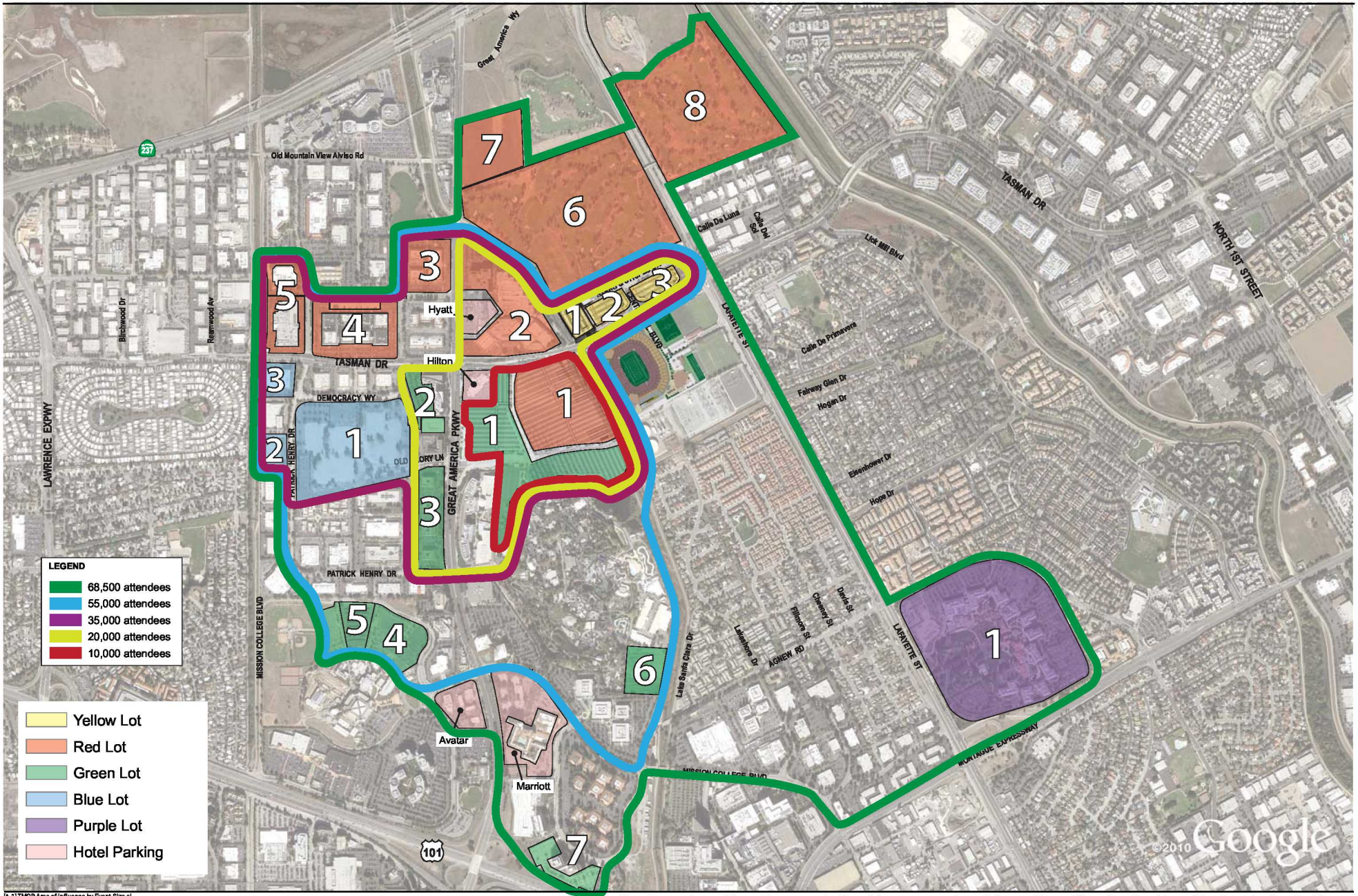

[4-1] TMOP Area of Influence by Event Size.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 4-1

TMOP Area of Influence by Event Size

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Intersection Adjustments by Event Size.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 4-2

Intersection Adjustments by Event Size

4/21/2014

As noted in section 2.2.2, vehicle traffic, as well as on-street parking, will be restricted on several roadways for a portion of each event day to minimize the potential for intrusion into residential areas. Specifically, event parking will be restricted at the following locations:

Event-related vehicle access restriction and on-street parking restriction:

- Calle De Primavera;
- Fairway Glen Drive;
- Hogan Drive;
- Eisenhower Drive;
- Hope Drive;
- Agnew Road;
- Bassett Street;
- Davis Street;
- Cheeney Street;
- Fillmore Street;
- Lakeshore Drive;
- Lake Santa Clara Drive;
- Reamwood Avenue;
- Birchwood Drive;
- Adobe Wells Mobile Home Park Access;
- Palamos Avenue;
- Sandia Avenue;
- Bridgewood Way;
- Wildwood Avenue;
- Stars and Stripes Drive;
- Centennial Boulevard;
- Renaissance Drive; and
- Democracy Way.

On-street parking restriction only:

- Lick Mill Boulevard;
- Lafayette Street;
- Freedom Circle;
- Mission College Boulevard;
- Hichborn Drive;
- Our Lady's Way;
- Patrick Henry Drive;
- Old Ironsides Drive;
- Old Glory Lane;
- Betsy Ross Drive;
- Bunker Hill Lane;
- Stars and Stripes Drive;
- Democracy Way;
- Calle Del Sol;
- Calle De Luna; and
- Calle Del Mundo.

However, since parking for events with 20,000 attendees or fewer can be accommodated within the immediate vicinity of the Stadium, it is unlikely that intrusion into residential areas would occur for events of this size. As such, the listed restrictions would not be necessary for events with 20,000 attendees or fewer.

4.4.3 Transit Access

Per **Table 4-2**, the transit mode share is expected to decrease with smaller events. For non-football events, ACE is not assumed to provide service beyond its current service schedule. A small amount of Charter Bus use can be expected for events with 55,000 attendees, but none is expected for smaller events. With lower ridership levels on VTA bus and Capitol Corridor at smaller events, queuing is expected to be proportionally smaller. Similarly, fewer VTA buses will be staged along their usual route during events. VTA light rail queuing will also be smaller for events with lower attendance levels. Thus, for events with 20,000 attendees or lower, the closure of Tasman Drive between the Convention Center and Centennial Boulevard will not be required. It should be noted that Tasman Drive could be open or closed for events with more than 20,000 attendees, allowing the Stadium Manager the flexibility to keep Tasman Drive open when appropriate.

4.4.4 Bicycle Access

Bicycle access to the Stadium with the implementation of the TMOP shall remain the same, regardless of the size of event occurring. However, for events with 20,000 attendees or lower, only the bicycle parking lot at the northeast corner of Red Lot 1 will be required. For events exceeding 20,000 attendees, a bicycle valet service shall be provided that includes a dedicated, bicycle storage area with valet service for visitors. Initially, the bicycle storage

areas shall provide enough space to house a minimum of 750 bicycles, if needed. The size of the bicycle valet area shall be adjusted, based upon demand, up to a maximum capacity of 1,250 bicycles.

It should be noted that during certain large events, the portion of the San Tomas Aquino Creek Trail running between Agnew Road and Tasman Drive will be temporarily closed to ensure the integrity of the Stadium's security perimeter. Users of the creek trail will temporarily be diverted to low-volume side streets. Full details regarding any temporary closure of the San Tomas Aquino Creek Trail are provided in section 5.4.1.

4.4.5 Pedestrian Access

As noted in section 4.4.2, for events with 20,000 attendees or lower, TMOP lane reconfigurations as outlined in section 5.1 will not be required. Officer control at intersections will only be required at intersections adjacent to parking facilities for events with 20,000 attendees, and officer control at intersections will not be required for events with 10,000 attendees. Further, per section 4.4.3, for events with 20,000 attendees or lower, the closure of Tasman Drive between the Convention Center and Centennial Boulevard will not be required. As such, for smaller events, pedestrians will access the Stadium using standard intersection crossing periods. However, it should be noted that for all events that do implement the closure of Tasman Drive (i.e., events with more than 20,000 attendees), the mid-block Tasman Drive pedestrian crossing may be opened. When Tasman Drive is open (i.e., events with fewer than 20,000 attendees) the crossing will be closed depending on anticipated transportation patterns for the event.

4.4.6 Emergency Vehicle Access

Emergency vehicles will be permitted to use the restricted section of Tasman Drive, although they will be required to travel at slow speeds to ensure pedestrian safety. Access to all sides of the Stadium will be provided via the Stadium's Main Lot (Red Lot 1 and Green Lot 1), Tasman Drive, Centennial Boulevard, and Bill Walsh Way. Traffic control officers will be directed to prioritize emergency vehicle access through officer-controlled intersections during gameday events.

As noted in section 4.4.2, for events with 20,000 attendees or lower, TMOP lane reconfigurations will not be implemented. Further, per section 4.4.3, for events with 20,000 attendees or lower, the closure of Tasman Drive between the Convention Center and Centennial Boulevard will not be required. As such, for smaller events, emergency vehicles will be able to access to the Stadium from all directions.

5.0 Components

The TMOP identifies all necessary components for providing efficient access to and from the Stadium site by way of all modes of transportation. This section provides details on how access for each mode will be provided for weekend events. Access for weekday events are detailed in section 6.0.

5.1 Vehicle Access

Vehicle access to and from the Stadium will be optimized to maximize inbound capacity during the pre-event period and outbound capacity during the post-event period through a comprehensive program of lane adjustments, traffic signal timing / phasing modifications, and street restrictions supplemented with signage and deployment of officers to monitor intersection operation. Vehicle access has been designed to maximize traffic flow in and out of the Stadium area, thereby minimizing the overall period of congestion for all users while retaining local traffic needs and minimizing conflict points between Stadium and non-Stadium traffic. In addition, for events with above 20,000 attendees, the section of Tasman Drive immediately adjacent to the Stadium, from Convention Center Circle east to Centennial Boulevard, may be closed to all vehicular traffic providing a pedestrian zone for Stadium patrons arriving from or departing to VTA light rail or walking to and from off-site parking facilities. Further, during vehicle ingress, the north side of Tasman Drive between Great America Parkway and Convention Center Circle (i.e., westbound Tasman Drive) will be closed to all non-emergency vehicular traffic, extending the pedestrian zone for Stadium patrons walking from off-site parking facilities west of the Stadium. During vehicle egress, the south side of Tasman Drive between Great America Parkway and Convention Center Circle (i.e., eastbound Tasman Drive) will be closed to all non-emergency vehicular traffic, extending the pedestrian zone for Stadium patrons walking to off-site parking facilities west of the Stadium.

Access routes to and from Stadium parking facilities are illustrated in **Figures 5.1-1a** and **5.1-1b** for ingress and egress, respectively.

5.1.1 Vehicle Ingress

In the hours prior to the start of any Stadium event, the surrounding transportation network is to be adjusted to allow for efficient ingress into designated parking facilities. The details associated with the traffic plan for vehicle ingress includes:

<u>Hours of Implementation</u>

Based on historical behavior at Candlestick Point, fans typically arrive at parking facilities over five hours prior to the start of a regular-season Sunday afternoon game. Thus, for regular-season Sunday afternoon games, the vehicle ingress portion of the TMOP will be implemented five hours prior to the start of a game. However, as part of the Stadium's Conditions of Approval, tailgating activities shall not occur prior to 9:00 AM on game days in the Great America Theme Park parking lot, the Santa Clara Golf and Tennis Club, or Stadium parking areas within the Stadium security perimeter (i.e., Green Lot 1, Red Lot 1, Red Lot 2, Yellow Lot 1, Yellow Lot 2, and Yellow Lot 3). These parking areas will be barricaded until 9:00 AM to preclude event attendees from arriving before 9:00 AM. Thus, access to these specific locations will be prohibited prior to 9:00 AM for regular-season Sunday afternoon games. However, it should be noted that this policy is subject to change based on the discretion of the Santa Clara Chief of Police, or his/her designee.

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For events of smaller size, the hours of implementation of the TMOP will be scaled appropriately per the findings of section 4.0. For weekday evening events, the hours of implementation of the TMOP will be in accordance with the findings of section 6.0.

Directional Signage

The vehicle ingress plan associated with the TMOP shall include signage to direct patrons to the Stadium parking facilities. It is anticipated that over 75 percent of Stadium patrons will have assigned parking lots to park in, and in some cases, assigned spaces within assigned parking lots to park in. The remaining 25 percent of Stadium patrons without assigned parking lots will park in cash-only parking lots. Directional signage shall be placed throughout the Stadium area to clearly identify routes to specific assigned parking lots, as well as cash-only lots. The location of each sign throughout the Stadium area is illustrated in **Figure 5.1-2**.

Changeable Message Signs

As arrival to some of the Stadium's parking facilities can be expected to begin over five hours prior to the start of a regular-season Sunday afternoon game, changeable message signs must be in place and functioning no less than six hours prior to a start of a game. For events of smaller size, the schedule for deployment of changeable message signs will be scaled appropriately per the findings of section 4.0.

Each sign shall notify motorists of Stadium activity, and suggest alternate routes. The location of each sign is provided in **Figure 5.1-3**. Further, it should be noted that four days in advance of an event, additional changeable message signs are to be placed at key locations (e.g., nearby freeway ramps and key roadways) to warn drivers to expect traffic congestion due to Stadium-related traffic. Signs will indicate the day and time of the game, warn drivers that substantial congestion is expected, and recommend alternative routes using other freeway ramps or streets to avoid Stadium-related traffic.

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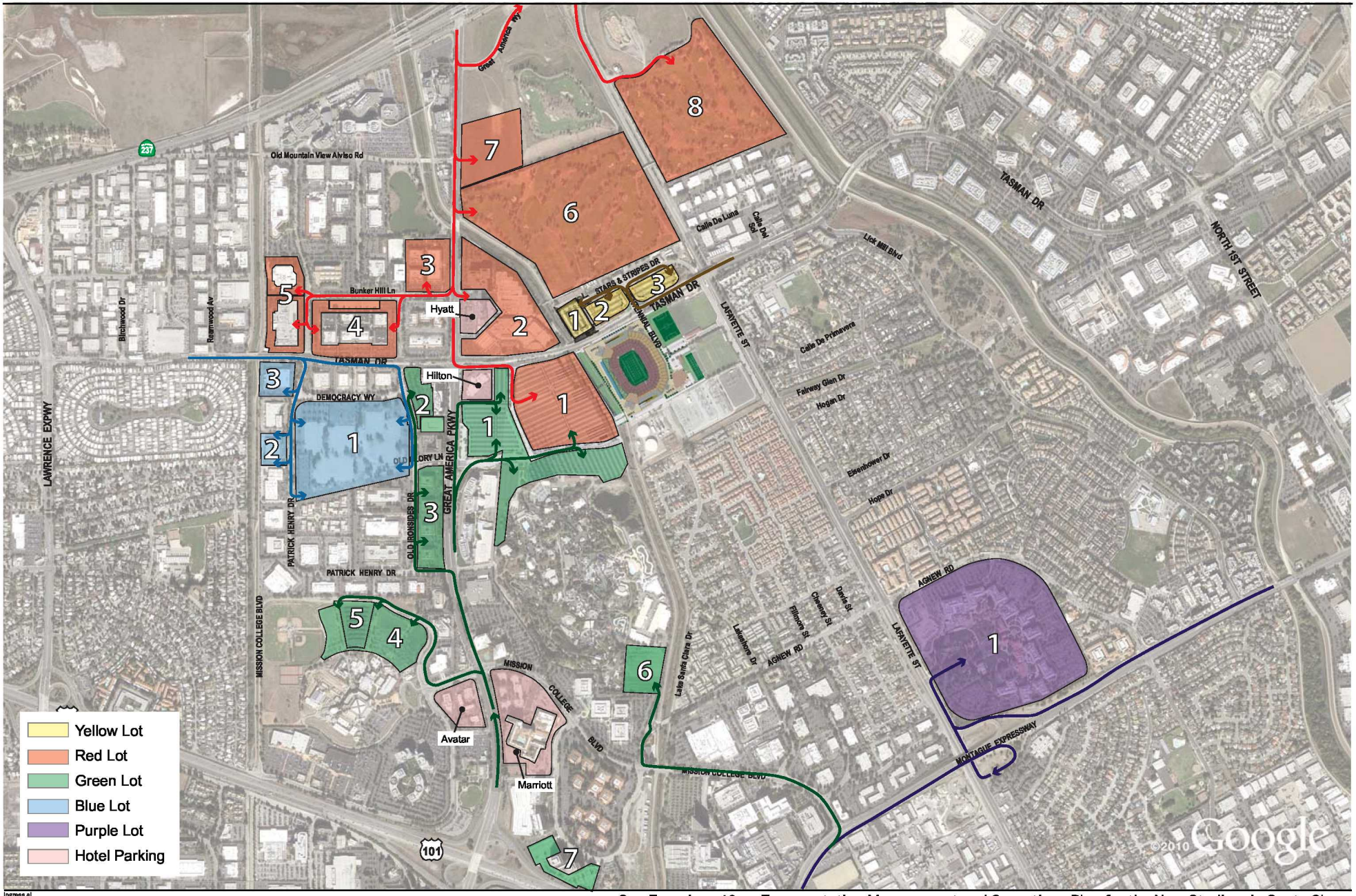

Ingress.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-1a

Vehicular Paths of Travel - Ingress

3/25/2014

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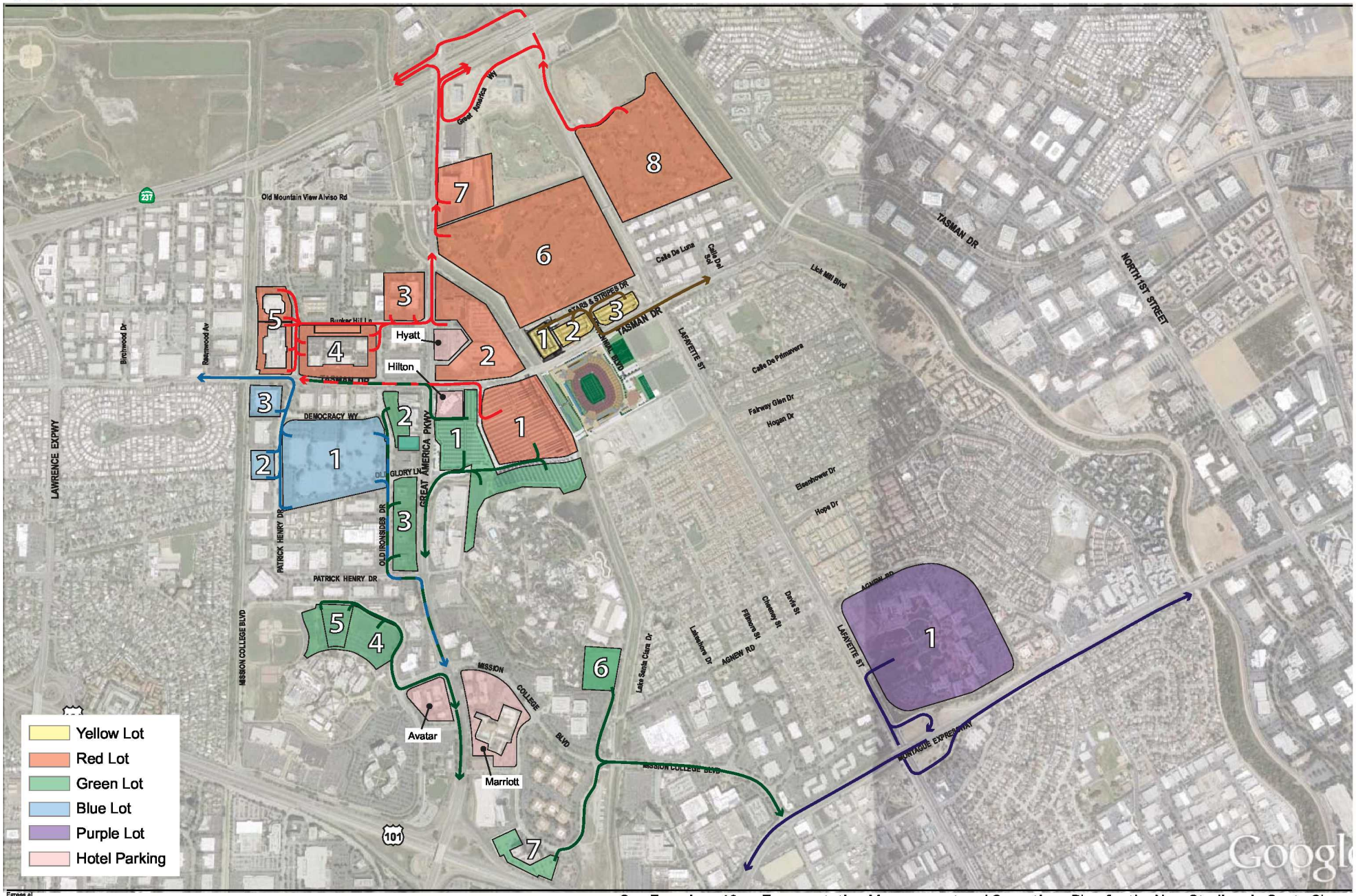

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San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-1b

Vehicular Paths of Travel - Egress

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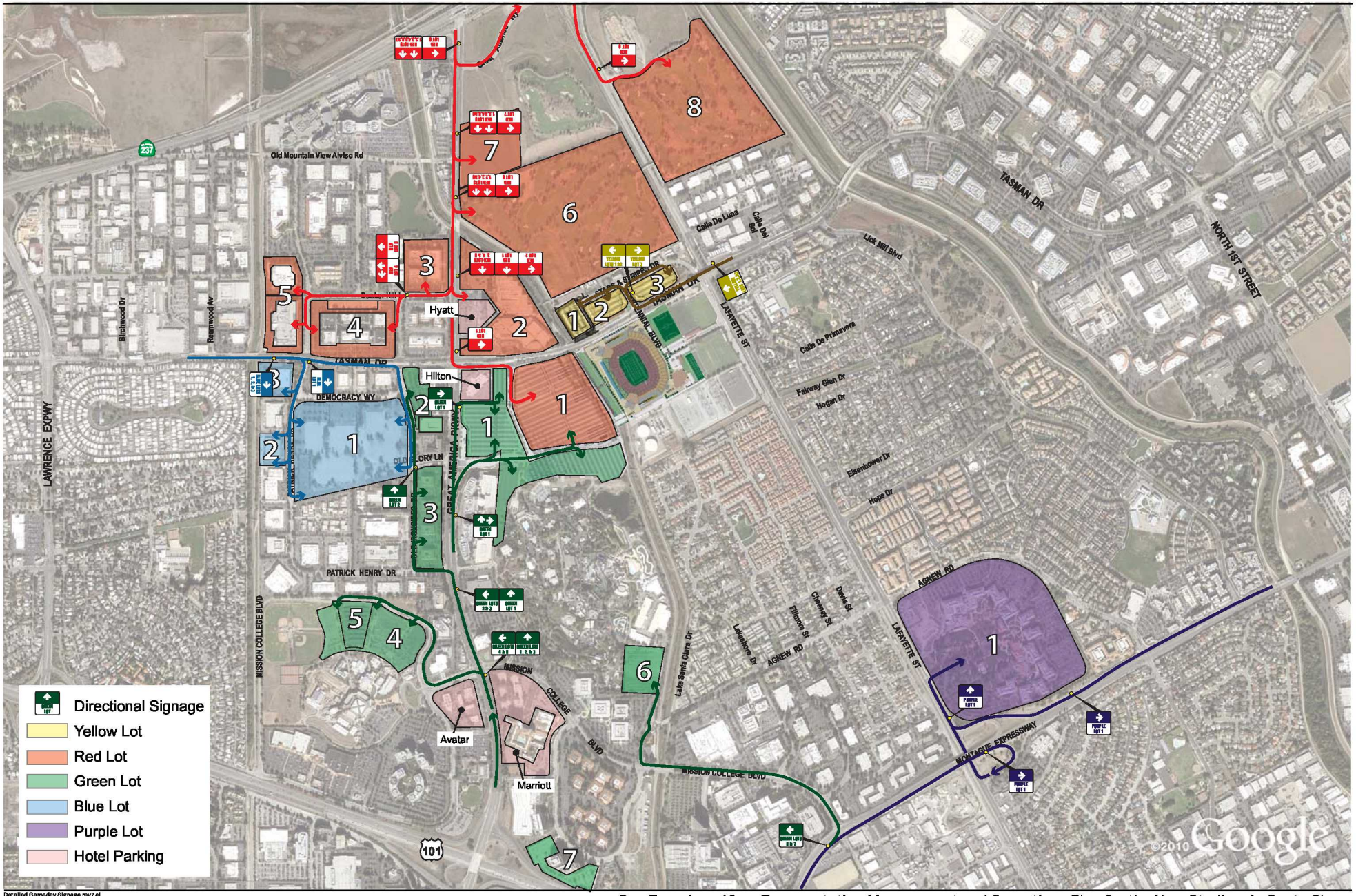

Detailed Gameday Signage rev7.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-2

Detailed Gameday Signage

4/10/2014

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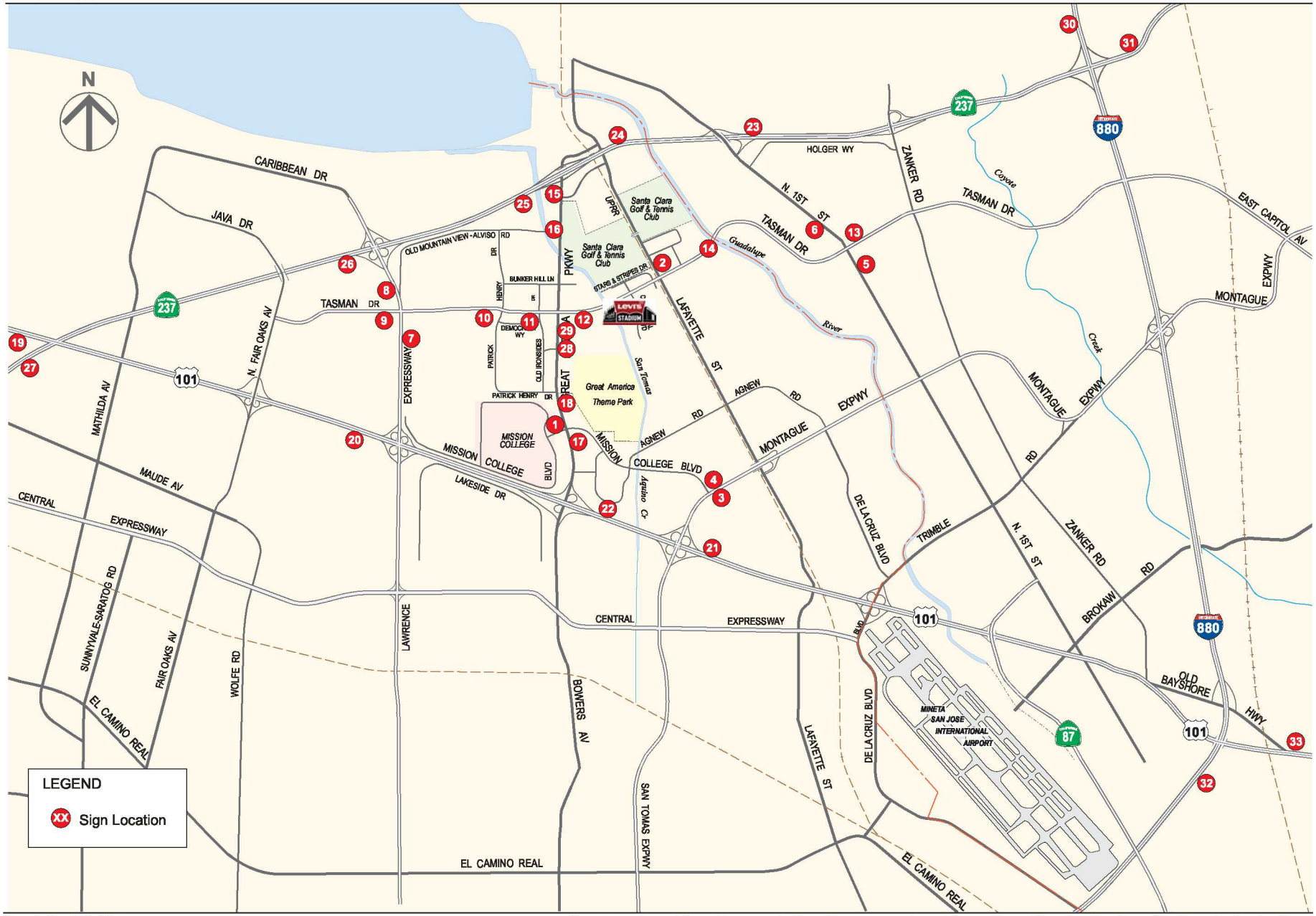

Advance Event Message Signs [7-3].ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-3

Advance Event Message Signs

3/27/2014

Road Restrictions and On-Street Parking Restrictions

As discussed in section 2.2.2, some roadways shall be closed to all motorists, and others shall be restricted to motorists who are local residents. Many of the road restrictions will include residential streets – ensuring that Stadium traffic does not negatively affect local residents. These roadways include:

Event-related vehicle access restriction and on-street parking restriction:

- Calle De Primavera;
- Fairway Glen Drive;
- Hogan Drive;
- Eisenhower Drive;
- Hope Drive;
- Agnew Road;
- Bassett Street;
- Davis Street;
- Cheeney Street;
- Fillmore Street;
- Lakeshore Drive;
- Lake Santa Clara Drive;
- Reamwood Avenue;
- Birchwood Drive;
- Adobe Wells Mobile Home Park Access;
- Palamos Avenue;
- Sandia Avenue;
- Bridgewood Way;
- Wildwood Avenue;
- Stars and Stripes Drive;
- Centennial Boulevard;
- Renaissance Drive; and
- Democracy Way.

On-street parking restriction only:

- Lick Mill Boulevard;
- Lafayette Street;
- Freedom Circle;
- Mission College Boulevard;
- Hichborn Drive;
- Our Lady's Way;
- Patrick Henry Drive;
- Old Ironsides Drive;
- Old Glory Lane;
- Betsy Ross Drive;
- Bunker Hill Lane;
- Stars and Stripes Drive;
- Democracy Way;
- Calle Del Sol;
- Calle De Luna; and
- Calle Del Mundo.

As arrival to some of the Stadium's parking facilities can be expected to begin over five hours prior to the start of a regular-season Sunday afternoon game, roadway restrictions must be implemented no less than six hours prior to a start of a game. For events of smaller size, the schedule for road restrictions and on-street parking restrictions will be scaled appropriately per the findings of section 4.0.

A hierarchy of solutions are to be implemented, based on the extent to which neighborhood intrusion occurs:

1. Initially, cones and "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs shall be placed at the appropriate residential streets.

2. Should unacceptable levels of neighborhood intrusion occur (based on the judgment of the Santa Clara Chief of Police), curbside signage shall be provided noting that on-street parking is prohibited for Stadium traffic, in addition to the placement of cones and "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs.

3. Should unacceptable levels of neighborhood intrusion continue to occur (based on the judgment of the Santa Clara Chief of Police), traffic control officers will be assigned to neighborhood entrances to monitor all vehicle entry to residential streets, in addition to the placement of cones, "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs, and curbside signage.

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4. Finally, should unacceptable levels of neighborhood intrusion continue to occur (based on the judgment of the Santa Clara Chief of Police, and the Director of Public Works), a Residential Permit Parking program may be instituted if requested by the impacted neighborhoods, and should the affected city concur. In addition to the placement of cones, "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs, curbside signage, and the assignment of officers to monitor vehicle entry, signage noting that the area is designated for Residential Permit Parking only shall be installed.

Additionally, certain roadways will be marked for restricted parking and/or tow away zones. These roadways shall include Patrick Henry Drive, Old Ironsides Road, Bunker Hill Lane, and Democracy Way, which will be designated for Charter Bus staging, and Lafayette Street, which is to be used by residents only. Implementation of these parking restrictions will be done by way of signage along the curb, stating that parking is prohibited on specific Stadium operation dates.

It should be noted that these roadway restrictions apply specifically to on-street parking. Section 5.5.2 provides details regarding the use of off-street parking.

Officer Monitored Intersections

A number of intersections in the vicinity of the Stadium that will include lane adjustments as part of the TMOP traffic ingress plan will include officers to monitor traffic flow. Officers will not manually direct traffic flow; traffic signals at each intersection will continue to operate with signal timing optimized for movements carrying Stadium traffic. However, it should be noted that traffic control priority will be for light rail, and no manual operations of traffic signals are anticipated. The duty of each officer stationed at an intersection is to ensure that motorists and pedestrians continue to observe their designated signal crossing times, as well as ensure that prohibited movements do not occur (e.g., turns into residential neighborhoods).

Lane Delineation (coning)

A number of intersections in the vicinity of the Stadium will require lane adjustments, including the restriction of some turning movements and lane restrictions. These adjustments will allow for the most efficient flow of vehicles into the Stadium area, while minimizing conflicts with pedestrians.

The majority of these lane adjustments will be implemented using cones and temporary barricades, which minimizes the required setup and takedown time and allow for easy modifications as needed to permit access for special vehicles and non-Stadium traffic. At officer-monitored intersections, the deployment of traffic monitoring personnel will supplement coning in the enforcement of the designated lane changes. The lane adjustments to be implemented during the vehicle ingress period are illustrated in **Figure 5.1-4**.

Traffic Signal Timing/Phasing Modifications

A number of intersections will require adjustments to traffic control devices during event periods. In particular, it will be necessary to adjust signal timing at intersections near the Stadium (including some of the intersections with lane adjustments and / or officer monitoring) during the vehicle ingress period to accommodate heavy inbound traffic flows towards the Stadium. A special event-day signal plan containing all the necessary timing and phasing adjustments will be developed for use during events and will be implemented from the Stadium's Command Post, or from the Traffic Operations Center at the Santa Clara City Hall. However, as noted, traffic control priority will be for light rail, and no manual operations of traffic signals are planned.

While some intersections will see major changes in timing and phasing for traffic, light rail phasing at all intersections along Tasman Drive will be retained (with some modifications, if required) to facilitate light rail operations through the Stadium area. Some pedestrian phases at specific intersections along major event-day traffic routes will be temporarily deactivated (accompanied with "no pedestrian crossing" signage) to eliminate potential vehicular-pedestrian conflicts, which could both present safety issues for pedestrians and substantially affect traffic flow to and from the Stadium. The locations of allowable pedestrian crossings during events are illustrated in **Figure 5.1-5**. These signal modifications will be supplemented by the presence of the officers deployed throughout the Stadium area, who will be directed to facilitate pedestrian and bicycle access in coordination with VTA's light rail operations as needed to ensure the safety of all roadway users, whether Stadium-related or not. In particular, it may be occasionally necessary to prematurely terminate conflicting traffic phases at some intersections to facilitate the movement of pedestrians and light rail trains into and out of the area. Officers stationed at these intersections will serve to reinforce these signal timing changes by flushing out any vehicles stranded in the intersection and by keeping light rail tracks and crosswalks clear and unobstructed. **Table 5.1-1** summarizes the intersection vehicle turning movements and signal phases that will remain active during the vehicle ingress period.

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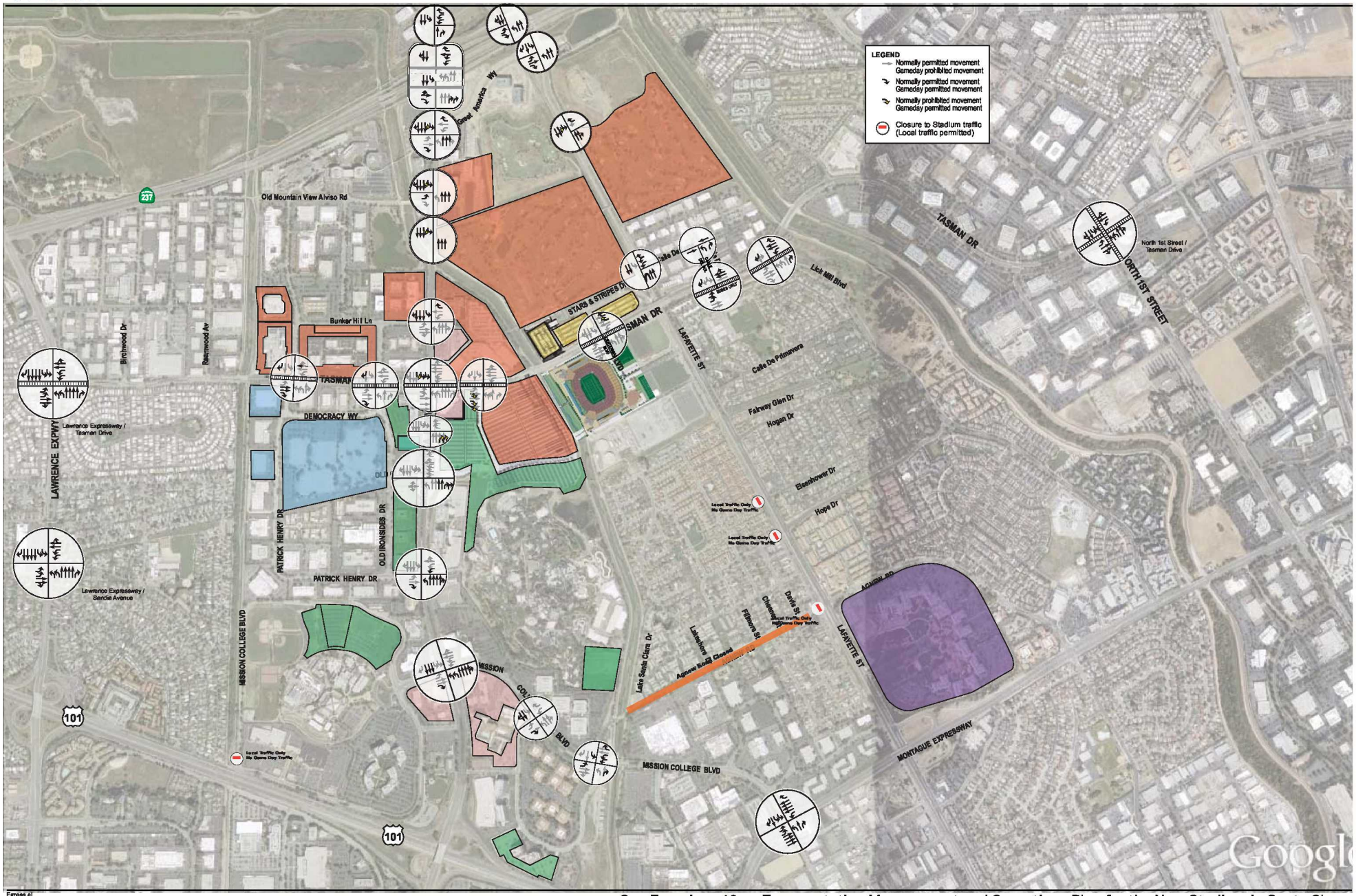

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San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-4

Proposed Inbound Lane Configurations and Control

4/2/2014

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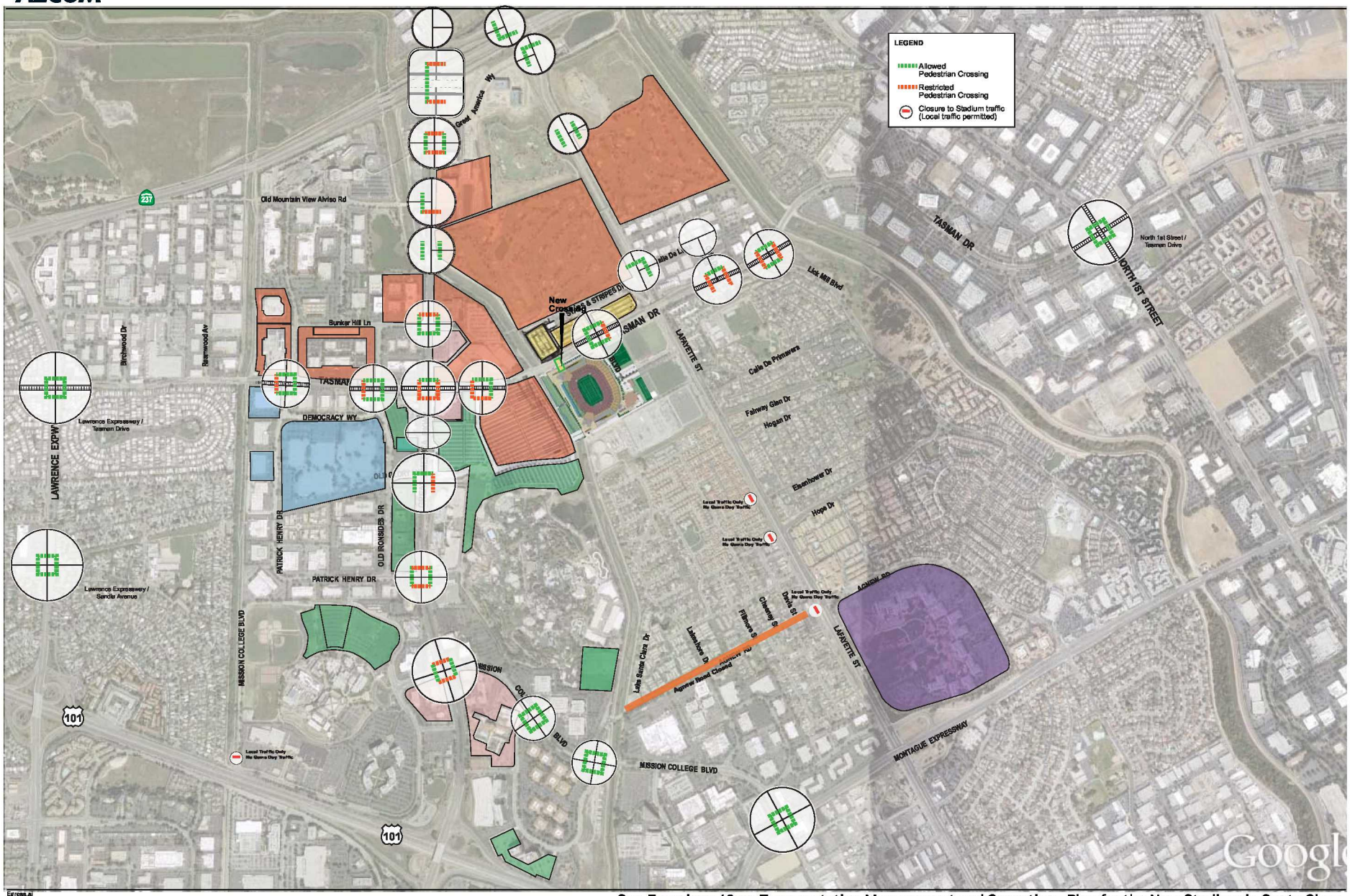

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San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-5

Pedestrian Crossings at Monitored Intersections

4/2/2014

Table 5.1-1: Signal Phasing Modifications – Vehicle Ingress

Intersection	Active Traffic Phases / Movements								Active Pedestrian Phases			
	NBL	NBTR	SBL	SBTR	EBL	EBTR	WBL	WBTR	North (E-W)	South (E-W)	East (N-S)	West (N-S)
Great America Parkway / SR-237 Westbound Ramps				X			X	X				X
Great America Parkway / SR-237 Eastbound Ramps		X	X	X		X						X
Great America Parkway / Great America Way		X	X	X		X		X			X	X
Great America Parkway / Old Mountain View–Alviso Road		X	X	X		X						X
Great America Parkway / Bunker Hill Lane			X	X				X		X	X	X
Great America Parkway / Tasman Drive			X						X			
Great America Parkway / Old Glory Lane		X							X			X
Great America Parkway / Patrick Henry Drive	X	X				X	X				X	X
Great America Parkway / Mission College Boulevard	X	X		X		X					X	X
Patrick Henry Drive / Tasman Drive				X		X		X	X	X	X	
Old Ironsides Drive / Tasman Drive				X		X			X	X	X	
Convention Circle / Tasman Drive						X			X	X	X	
Centennial Boulevard / Tasman Drive								X	X	X		X
Calle Del Sol / Tasman Drive				X	X			X	X			
Calle Del Sol / Calle De Luna	X	X				X		X				
Lafayette Street / Calle De Luna	X	X		X			X	X	X		X	
Lick Mill Boulevard / Tasman Drive		X		X			X	X	X	X		
North 1st Street / Tasman Drive	X	X	X	X	X	X	X	X	X	X	X	X
Marriott Parking Access / Mission College Boulevard		X				X	X		X	X	X	X
Freedom Circle / Agnew Road / Mission College Boulevard		X	X		X		X	X	X	X	X	X
Mission College Boulevard / Montague Expressway	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence Expressway / Tasman Drive	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence Expressway / Sandia Avenue	X	X	X	X	X	X	X	X	X	X	X	X

Source: AECOM, 2014.
Notes: X = Active Phase / Movement
■ = Non-existent movement or crossing

Traffic Control Center Coordination

A traffic control center within Levi's Stadium will be used to manually manage traffic signal operations to better accommodate traffic needs. Manual management of the signal operations is possible at intersections with updated signal controller cabinets, traffic monitoring cameras, traffic signal communications conduits and cables, and associated communications upgrades. Per the Stadium Development Permit, traffic signal equipment at signalized intersections within the area bounded by SR237 to the north, US101 to the south, Calabazas Creek to the west and Guadalupe River to the east. Specifically, upgrades will be made at the following intersections:

- Great America Parkway / Great America Way;
- Great America Parkway / Old Mountain View-Alviso Road;
- Great America Parkway / Bunker Hill Lane;
- Great America Parkway / Tasman Drive;
- Great America Parkway / Old Glory Lane;
- Great America Parkway / Patrick Henry Drive;
- Great America Parkway / Mission College Boulevard;
- Great America Parkway / U.S. 101 Northbound Ramps;
- Bowers Avenue / U.S. 101 Southbound Ramps;
- Tasman Drive / Patrick Henry Drive;
- Tasman Drive / Old Ironsides Drive;
- Tasman Drive / Convention Center Circle;
- Tasman Drive / Centennial Boulevard;
- Tasman Drive / Calle Del Sol;
- Tasman Drive / Lick Mill Boulevard;
- Mission College Boulevard / Marriott;
- Mission College Boulevard / Agnew Road; and
- Mission College Boulevard / Mission College Loop Road.

Additionally, communications from the traffic control center will be setup to manage the traffic signals at the following traffic signals in other jurisdictions:

- Tasman Drive / Lawrence Expressway (County of Santa Clara);
- Tasman Drive / Reamwood Avenue (City of Sunnyvale);
- Tasman Drive / Adobe Wells / Birchwood Avenue (City of Sunnyvale); and
- Tasman Drive at First Street (City of San Jose).

The location of all intersection receiving upgraded traffic signal controller cabinets, surveillance cameras, traffic signal fiberoptic interconnection conduits and cables, and associated communications upgrades is shown in **Figure 5.1-6**.

Encroachment Permits

Encroachment permits are required to place equipment and modify access/controls within other jurisdictions' rights of way. These jurisdictions (aside from the City of Santa Clara) include the City of San Jose, City of Sunnyvale, VTA, and Caltrans. Encroachment permits, including the relevant jurisdictions, are summarized in **Table 5.1-2**.

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Table 5.1-2: Encroachment Permit Needs

Location	Item	Jurisdiction
SR 237 at Great America Parkway	Changeable Message Signs (2)	Caltrans
U.S. 101 at Great America Parkway	Changeable Message Signs (1)	Caltrans
U.S. 101 at Lawrence Expressway	Changeable Message Signs (1)	Caltrans
U.S. 101 at Montague Expressway	Changeable Message Signs (1)	Caltrans
I-880 / U.S. 101 Interchange	Changeable Message Signs (2)	Caltrans
I-880 / SR 237 Interchange	Changeable Message Signs (2)	Caltrans
U.S. 101 / SR 237 Interchange	Changeable Message Signs (2)	Caltrans
SR 237 at Lawrence Expressway	Changeable Message Signs (1)	Caltrans
SR 237 at North 1st Street	Changeable Message Signs (1)	Caltrans
Reamwood Avenue / Tasman Drive	Roadway restriction, Traffic Monitoring Officer (1)	City of Sunnyvale
Adobe Wells Entrance / Tasman Drive	Roadway restriction	City of Sunnyvale
Birchwood Drive / Tasman Drive	Roadway restriction, Traffic Monitoring Officer (1)	City of Sunnyvale
Lawrence Expressway / Tasman Drive	Traffic Monitoring Officer (1)	Santa Clara County
Lawrence Expressway / Tasman Drive	Changeable Message Signs (3)	Santa Clara County
Lawrence Expressway / Sandia Avenue	Traffic Monitoring Officer (1)	Santa Clara County
Tasman Drive, Lawrence Expressway to North 1st Street	Signal Coordination	Santa Clara County
North 1st Street / Tasman Drive	Traffic Monitoring Officer (1)	City of San Jose
Tasman Drive, adjacent to Stadium	New at-grade crossing	VTA
Great America VTA Station	Mid-Block Crossing Gate Operator	VTA

Source: AECOM, 2014.

It should be added that all non-VTA personnel stationed, or working in the vicinity of VTA light rail tracks will have received VTA safety training. This training will come as part of a Rail Access Permit issued to the 49ers.

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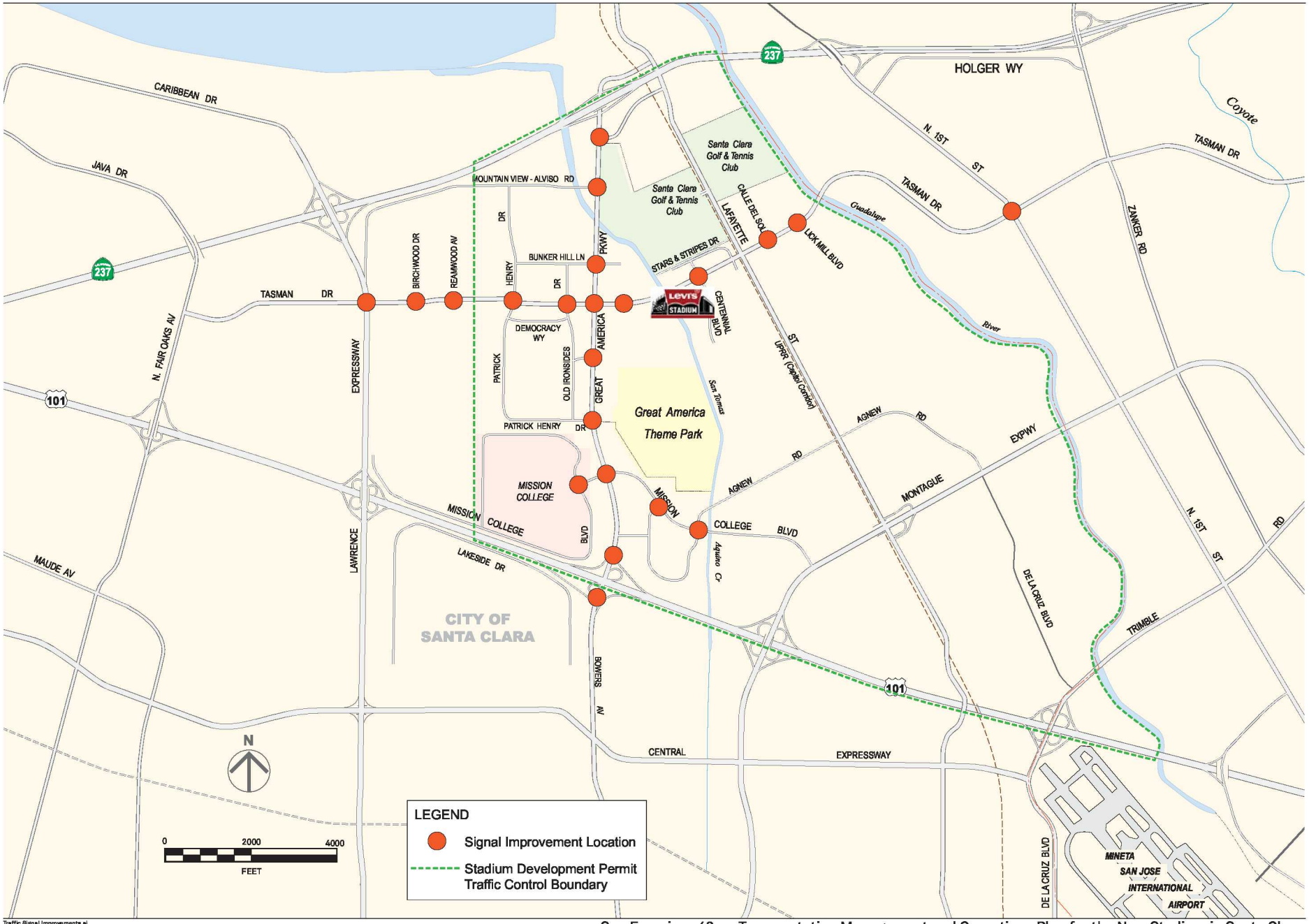

Traffic Signal Improvements.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-6

Traffic Signal Improvements

4/21/2014

Jurisdictional Permissions

To implement the proposed intersection adjustments on event days, the City of Santa Clara Traffic Engineer will obtain permissions based on the jurisdiction a specific intersection falls under. Intersections that require adjustment per TMOP are sorted by jurisdiction below:

Caltrans, Santa Clara County, City of San Jose, City of Sunnyvale:

- Changeable Message Signs:
  - S.R. 237 approaching U.S. 101 eastbound;
  - S.R. 237 approaching Lawrence Expressway eastbound;
  - S.R. 237 approaching Great America Parkway eastbound;
  - S.R. 237 approaching Great America Parkway westbound;
  - S.R. 237 approaching I-880 westbound;
  - U.S. 101 approaching S.R. 237 eastbound;
  - U.S. 101 approaching Lawrence Expressway eastbound;
  - U.S. 101 approaching Great America Parkway westbound;
  - U.S. 101 approaching Montague Expressway westbound;
  - U.S. 101 approaching I-880 westbound;
  - I-880 approaching U.S. 101 northbound;
  - I-880 approaching S.R. 237 southbound
  - Lawrence Expressway / Tasman Drive;
  - North 1st Street / Tasman Drive; and
  - Montague Expressway / Mission College Boulevard.
- Cones, temporary barricades, signal adjustments, directional signage:
  - Reamwood Avenue at Tasman Drive;
  - Adobe Wells Mobile Home Park Access at Tasman Drive;
  - Birchwood Drive at Tasman Drive;
  - Wildwood Avenue at Mission College Boulevard;
  - Lawrence Expressway / Tasman Drive;
  - Lawrence Expressway / Sandia Avenue; and
  - Lawrence Expressway / Sandia Avenue.

City of Santa Clara:

- Cones, temporary barricades, signal adjustments, directional signage:
  - Great America Parkway / SR-237 Ramps;
  - Great America Parkway / Great America Way;
  - Great America Parkway / Old Mountain View Alviso Road;
  - Great America Parkway / Bunker Hill Lane;
  - Great America Parkway / Tasman Drive;
  - Great America Parkway / Stadium North Driveway;
  - Great America Parkway / Old Glory Lane;
  - Great America Parkway / Patrick Henry Drive;
  - Great America Parkway / Mission College Boulevard;
  - Great America Parkway / Our Lady Way;

- Patrick Henry Drive / Tasman Drive;
- Old Ironsides Drive / Tasman Drive;
- Convention Circle / Tasman Drive;
- Centennial Boulevard / Tasman Drive;
- Calle Del Sol / Tasman Drive;
- Calle Del Sol / Calle De Luna;
- Lafayette Street / Calle De Luna;
- Lick Mill Boulevard / Tasman Drive;
- North 1st Street / Tasman Drive;
- Marriott Parking Access / Mission College Boulevard;
- Freedom Circle / Agnew Road / Mission College Boulevard;
- Montague Expressway / Mission College Boulevard;

- Roadway Restriction to Event Traffic:
  - Calle De Primavera at Lafayette Street;
  - Fairway Glen Drive at Lafayette Street;
  - Hogan Drive at Lafayette Street;
  - Eisenhower Drive at Lafayette Street;
  - Hope Drive at Lafayette Street;
  - Basset Street at Agnew Road;
  - Davis Street at Agnew Road;
  - Cheeney Street at Agnew Road;
  - Fillmore Street at Agnew Road;
  - Hunter Place at Agnew Road;
  - Lakeshore Drive at Agnew Road;
  - Lake Santa Clara Drive at Agnew Road; and
  - Agnew Road at Lafayette Street.

<u>Access to Area Properties (employees, neighborhoods, golf course, etc)</u>

In order to provide access to owners, employees, business patrons, and other users of neighboring properties during event periods, in locations where lane configurations have been adjusted and roadways have been closed, employees and patrons of local businesses, as well as local residents, will continue to have access to their properties. Ingress and egress of non-Stadium traffic will be facilitated by the presence of officers stationed at key intersections surrounding the Stadium. Officers will be directed to prioritize this non-Stadium traffic to minimize the impacts of Stadium events (and associated roadway restrictions and traffic congestion) on neighboring stakeholders.

<u>Parking Locations</u>

Arrival at some of the Stadium's parking facilities can be expected to begin as early as 9:00 am for a regular-season Sunday afternoon game. As such, all Stadium parking facilities must be clearly marked prior to 9:00 am. For events of smaller size, the schedule for deployment of parking lot signage will be scaled appropriately per the findings of section 4.0. However, it should be noted that this policy is subject to change based on the discretion of the Santa Clara Chief of Police, or his/her designee.

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Stadium staff and/or parking operations staff will be present at these locations throughout the duration of the pre-event, event, and post-event periods to provide Stadium patrons with directional guidance and to assist patrons with disabilities in securing shuttle access to the Stadium.

Non-TMOP Parking Facilities

Measures to protect property owners from parking intrusion by Stadium patrons are described in Section 2.2.3.

Passenger Drop–Off / Pick-Up Area

Passenger drop-off and pick-up activities will be provided along Calle De Luna, adjacent to the taxi area described in section 5.6.

Blue Lot 1 and Green Lot 4 will serve as ADA paratransit vehicle drop-off and pick-up locations. These lots will offer an additional parking supply for disabled patrons, and that a supplemental shuttle connecting Blue Lot 1 and Green Lot 4 directly with the Stadium will be provided for disabled patrons parking in these lots, or arriving by way of ADA paratransit.

Vehicles will access Blue Lot1 and Green Lot 4 based on the vehicular paths of travel illustrated in **Figures 5.1-1a** and **5.1-1b**. During events, specific waiting and queuing areas will be designated (using temporary signage) for the supplemental mobility shuttle. Stadium staff and / or officers will be present at Blue Lot 1 and Green Lot 4 to facilitate the mobility shuttle. Paratransit drop-off / pick-up routes are illustrated in **Figure 5.1-7**.

Outreach and Education

Season ticket holders and general admission patrons/parkers will be able to access transportation, transit, and parking information via a number of different methods. To ensure that these patrons, as well as area residents, businesses, and transit users are informed of event day occurrences and operations, the Stadium Manager shall disseminate educational travel information to all parties. Public awareness and communications strategies for implementation include:

- Education upon ticket purchase and/or with tickets;
- Brochures and mailers to area residents and local businesses;
- Press releases and media alerts;
- Telephone hotline;
- Web-based dissemination via social media and cell phone application;
- Information posted on VTA light rail trains and buses; and
- Stadium Stakeholders Group meetings.

5.1.2 Vehicle Egress

Prior to the end of any given Stadium event, the traffic plan for vehicular ingress will be modified to optimize traffic flow away from the area. The details associated with the traffic plan for vehicle egress includes:

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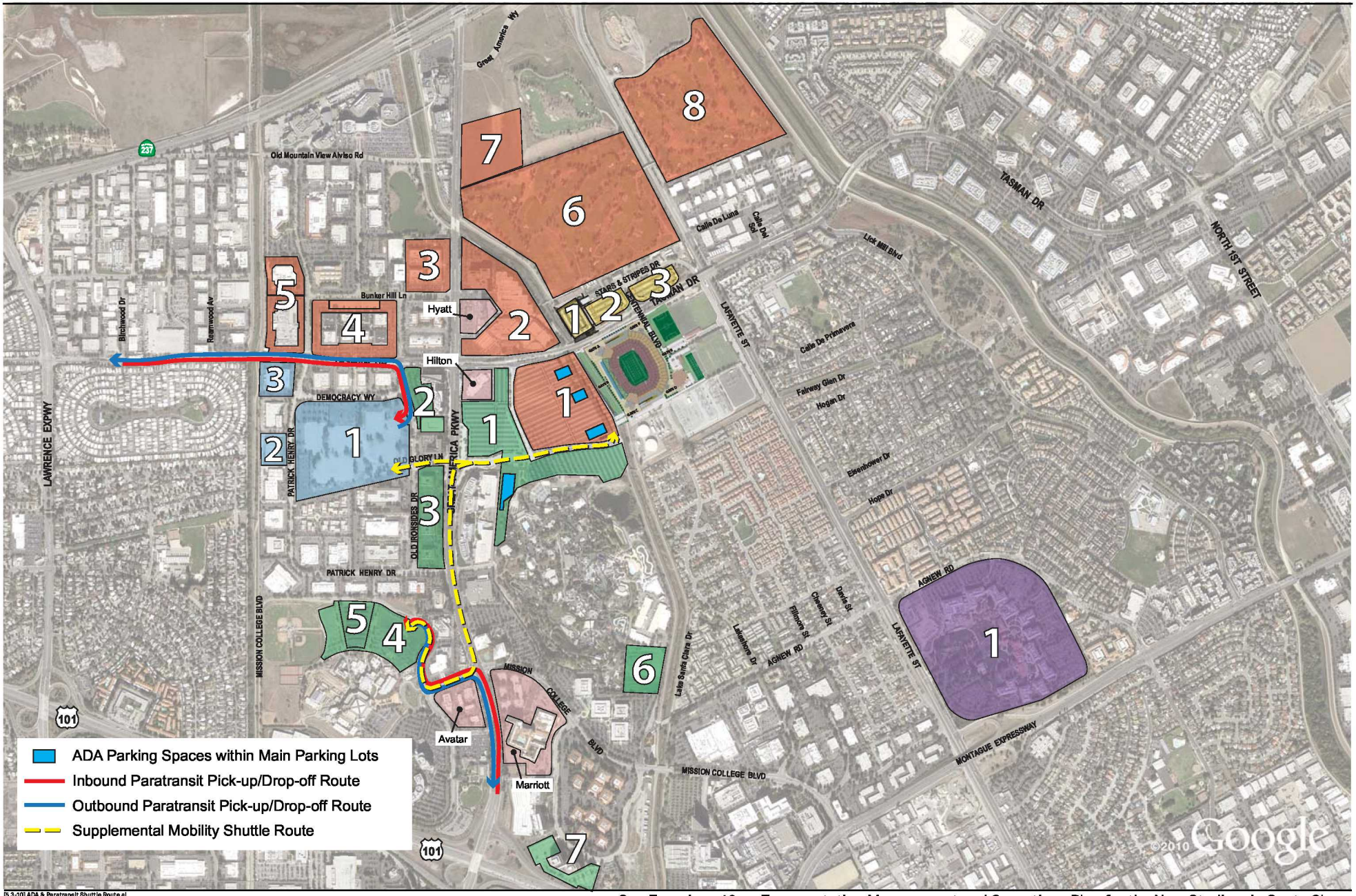

[5.3-10] ADA & Paratransit Shuttle Route.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.1-7

Paratransit and Pick-up / Drop-off Routes, and Supplemental Mobility Shuttle Route

4/24/2014

Hours of Implementation

Post-game traffic changes will be in effect up to three hours following game end to facilitate vehicle egress for Stadium patrons. Similar to vehicle ingress, the hours of implementation of the TMOP's traffic changes related to vehicle egress will be scaled appropriately for events of smaller size (as described in Section 4.0) or weekday evening events (Section 6.0).

Directional Signage

Specific egress routes will be designated for each event-day parking facility in order to optimize the distribution of post-event traffic in all four directions and into the roadway network serving the Stadium, generally following the same route as the ingress route. Similarly to the ingress period, directional signage will be placed to assist motorists exiting the area during the Stadium egress period.

Changeable Message Signs

The changeable message signs described in Section 5.1.1 will remain in effect through the post-event period to minimize entry in to the Stadium area by non-Stadium traffic and optimize traffic flow away from the Stadium.

Street Restrictions and On-Street Parking Restrictions

The street restrictions and on-street parking restrictions described in Section 5.1.1 will remain in effect through the post-event period to contain and direct Stadium traffic.

Officer Monitored Intersections

Officers assigned to the intersections listed in Section 5.1.1 will remain at their post through the post-event period to optimize Stadium vehicle egress, until such a time that traffic congestion returns to ambient levels.

Lane Delineation (coning)

The lane adjustments to be implemented during the vehicle egress period are illustrated in **Figure 5.1-8**.

At approximately halftime during a Stadium gameday (or the equivalent half-way mark for other Stadium events), traffic monitoring personnel deployed at intersections will begin implementing the required lane adjustments for the vehicle egress period, starting with the areas furthest from the Stadium. Any changes to lane adjustments at intersections without officer monitoring are to be executed by traffic monitoring personnel stationed at the next closest intersection.

Traffic Signal Timing/Phasing Modifications

At approximately halftime during a Stadium gameday (or the equivalent half-way mark for other Stadium events), a specialized signal plan for vehicle egress will be put into effect. Similar to the vehicle ingress signal plan, the vehicle egress signal plan will implement a series of timing and phasing modifications at Stadium area intersections to facilitate traffic flow away from the Stadium along the designated egress routes.

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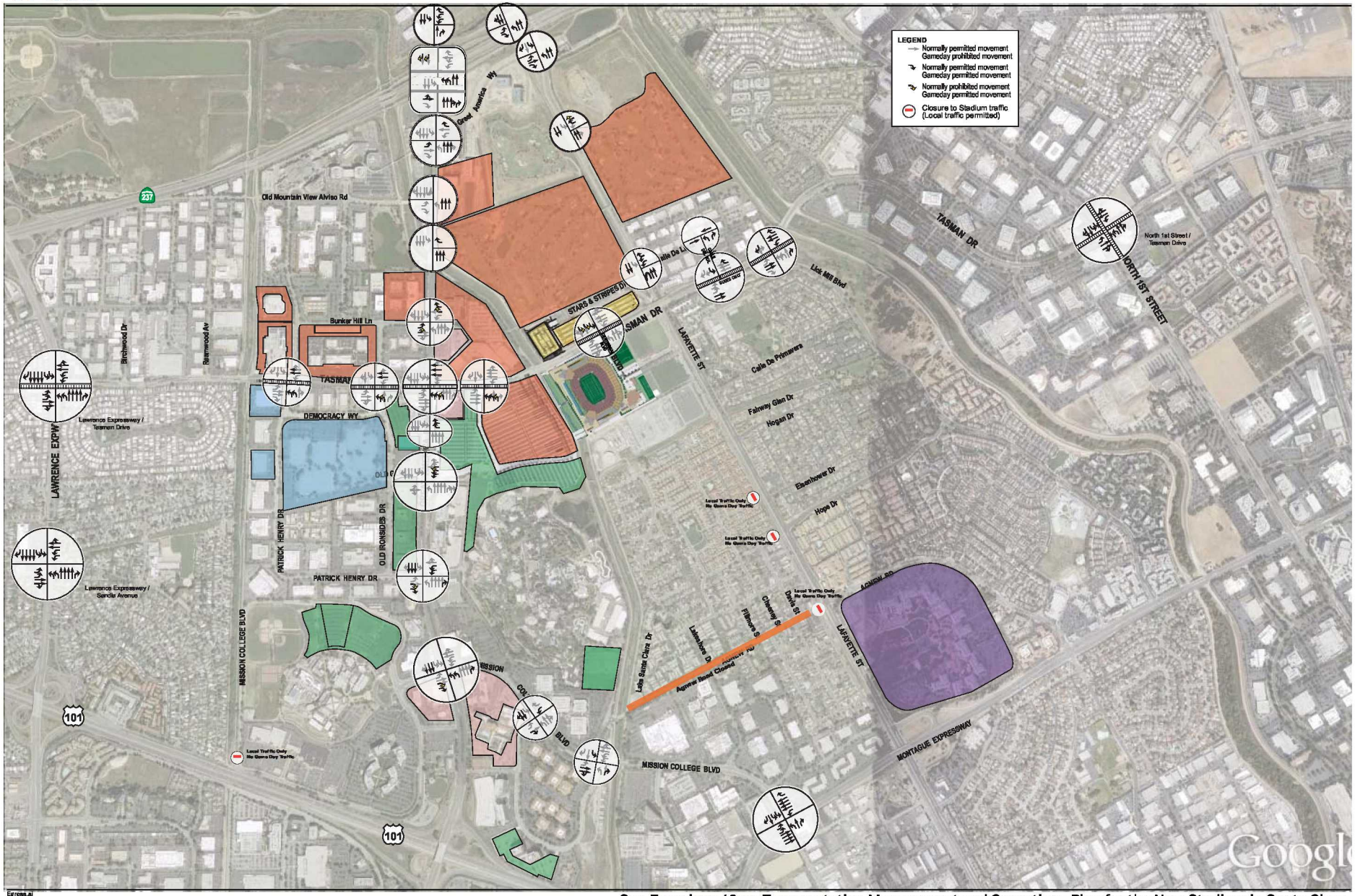

Egress.ai

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Figure 5.1-8

Proposed Outbound Lane Configurations and Control

4/2/2014

Table 5.1-3 summarizes the intersection vehicle turning movements and signal phases that will remain active during the vehicle egress period. As with vehicle ingress, pedestrian phasing at all intersections and light rail phasing at all intersections along Tasman Drive will be retained to facilitate pedestrian access and light rail operations.

Traffic Control Center Coordination

Remote traffic signal coordination as described in Section 5.1.1 will apply during the Stadium vehicle egress period.

Encroachment Permits

Encroachment permits as described in Section 5.1.1 will apply during the Stadium vehicle egress period.

Responsibilities

The responsibilities associated with intersection adjustments will remain the same for the vehicle egress period as for the vehicle ingress period.

Access to Area Properties (employees, neighborhoods, golf course, etc)

Access to neighboring properties will be maintained and secured similar to the vehicle ingress period.

Parking Locations

Any directional signage to help Stadium patrons find their vehicles will remain in place for the duration of the event (and after its conclusion), and Stadium staff will continue to be present at these locations to facilitate patron needs. Following the end of the vehicle egress period, Stadium staff will remove any temporary Stadium-related signage. For events of smaller size, the schedule for parking lot use and Stadium staff deployment at these locations will be scaled appropriately per the findings of section 4.0.

Non-TMOP Parking Facilities

Measures to protect property owners from parking intrusion by Stadium patrons are described in Section 2.2.3.

Passenger Drop Off/Pick Up Area

The consolidated passenger pick-up and drop-off area for private vehicles and ADA paratransit vehicles, as described in Section 5.1.1 for vehicle ingress, will remain in effect through the duration of the event and post-event periods.

Outreach and Education

Outreach and education as described in Section 5.1.1 will apply during the Stadium vehicle egress period.

Table 5.1-3: Signal Phasing Modifications – Vehicle Egress

Intersection	Active Traffic Phases / Movements								Active Pedestrian Phases			
	NBL	NBTR	SBL	SBTR	EBL	EBTR	WBL	WBTR	North (E-W)	South (E-W)	East (N-S)	West (N-S)
Great America Parkway / SR-237 Westbound Ramps	X	X		X								X
Great America Parkway / SR-237 Eastbound Ramps		X			X							X
Great America Parkway / Great America Way		X			X			X			X	X
Great America Parkway / Old Mountain View–Alviso Road		X										X
Great America Parkway / Bunker Hill Lane		X						X		X	X	X
Great America Parkway / Tasman Drive	X							X	X			
Great America Parkway / Old Glory Lane							X		X			X
Great America Parkway / Patrick Henry Drive		X		X		X	X				X	X
Great America Parkway / Mission College Boulevard	X	X		X		X					X	X
Patrick Henry Drive / Tasman Drive	X							X	X	X	X	
Old Ironsides Drive / Tasman Drive		X						X	X	X	X	
Convention Circle / Tasman Drive	X								X	X	X	
Centennial Boulevard / Tasman Drive			X						X	X		X
Calle Del Sol / Tasman Drive			X			X		X	X			
Calle Del Sol / Calle De Luna	X	X				X		X				
Lafayette Street / Calle De Luna	X	X		X			X	X	X		X	
Lick Mill Boulevard / Tasman Drive		X		X		X	X	X	X	X		
North 1st Street / Tasman Drive	X	X	X	X	X	X	X	X	X	X	X	X
Marriott Parking Access / Mission College Boulevard		X	X			X			X	X	X	X
Freedom Circle / Agnew Road / Mission College Boulevard		X	X			X			X	X	X	X
Mission College Boulevard / Montague Expressway	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence Expressway / Tasman Drive	X	X	X	X	X	X	X	X	X	X	X	X
Lawrence Expressway / Sandia Avenue	X	X	X	X	X	X	X	X	X	X	X	X

Source: AECOM, 2014.
Notes: X = Active Phase / Movement
■ = Non-existent movement or crossing

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5.2 Transit Access

Transit access to the site is efficient and direct. Both heavy and light rail service already have stations within a few minute walk from the site. VTA Light Rail stops just north of the Stadium site. One of the Union Pacific Railroad's main lines lies directly east of the site, allowing train service from Sacramento/Oakland, Stockton/Tracy, and Gilroy/San Jose. Though Caltrain does not pass directly by the site, there are options described below for a convenient transfer. Special bus service operated by local transit agencies will continue in a similar fashion to that now provided for events at Candlestick Point, and adequate bus parking and loading areas are available on the streets near the site. An illustration of the transit services in the Stadium vicinity is provided in **Figure 5.2-1**. A system of exclusive pedestrian walkways have been developed using portions of existing streets and parking lots that would be closed to vehicles on event days. Such a system will minimize pedestrian/vehicle crossings after an event, and enhance the fan experience by making access to transit quicker and more convenient.

5.2.1 VTA Light Rail

It is important to note that the details of VTA light rail and bus operations before and after various events at the Stadium have been coordinated and developed in concert with VTA staff. This section of the TMOP seeks to outline what those operational details will be, and describes a number of potential solutions.

VTA provides light rail service to the Stadium. VTA currently operates two light rail lines (Winchester to Mountain View and Santa Teresa to Alum Rock) that jointly serve the system spine on North First Street and then branch off east and west of that spine. The closest existing light rail loading/unloading area is the Great America Station, which is located immediately northwest of the Stadium entrance on Tasman Drive, and is regularly served by the Winchester to Mountain View light rail line. The current Sunday LRT (Light Rail Train) service, with two car trains every 30 minutes, can carry approximately 2,000 riders. Adequately serving the projected event-day demand will require significantly more light rail service than is currently operated on Sunday by VTA.

The details associated with transit access with regard to VTA light rail are as follows:

<u>Ridership</u>

The VTA light rail system is 42 miles long, and provides good geographic coverage. Stadium patrons in the areas of Milpitas, Berryessa, East San Jose, Downtown San Jose, Willow Glen, South San Jose, and Campbell are all within a short distance of a light rail station. Patrons from other areas can easily drive to the light rail stations with parking lots. Ridership levels are expected to increase substantially on event days, with an estimated 4,500 Stadium patrons using the service (as estimated in the EIR). It should be noted that all ridership totals presented in section 5.2 are presented only as estimates, and are subject to change as newer information is obtained. Approximately 4,500 patrons are estimated to use local bus service (VTA local bus and east bay public bus) to reach the Stadium. A conservative assumption is that 3,000 of the bus riders will come via light rail instead. Of the potential 7,500 total LRT riders, two-thirds (5,000) are expected to arrive from the southeast and one-third (2,500) from the northwest. Additionally, it is expected that 90 percent (2,700) of the 3,000 Caltrain riders are coming from the north and will transfer to light rail in Mountain View. Therefore, the total demand for light rail is expected to be 10,200 patrons – 5,000 from the southeast and 5,200 from the northwest.

It should be noted that as part of the collection of annual data described in section 2.1.4, VTA will collect boarding and alighting data on its trains for the purposes of annual TMOP evaluation. Data is to be collected before the start of the NFL season (once on a Sunday and once on a Monday), and on all NFL game days at the Stadium.

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Figure 5.2-1

Transit Service in the Stadium Vicinity

2/25/2014

Service Levels

Working with VTA, appropriate service levels for events will be determined. This section presents an initial workable scenario for providing opening day service.

Headways

VTA Light Rail service in the Stadium area currently operates at 15-minute headways (i.e., frequency of service) during weekday peak commute hours, with 30-minute service during middays, evenings and weekends. VTA Light Rail has a one-mile-long single-track segment at Mountain View, which would constrain headways serving the Mountain View end of the line on event days. Headways will be shortened for periods before and after events. VTA currently has single-track operations between downtown Mountain View and across Central Expressway to Whisman Station. Analysis indicates that increasing capacity at the end of VTA's LRT line in Mountain View is key to serving Stadium event transit demand mid-line at the Great America Station and to serving the future BART connection in Milpitas. As VTA now operates on an easement from Caltrain, LRT improvements will require additional right-of-way and realignment of Caltrain tracks. Due to the complexity of the project, and the incremental utility of additional double-track, VTA is implementing the double-track improvement in two phases. Phase I proposes extending the existing LRT storage track east of the Mountain View Station approximately 1,400 feet east, to connect with the existing single track near the Highway 85 overpass, and adding a special event platform across from Caltrain. This gives VTA some operational flexibility, fits within the railroad corridor without effecting Caltrain operations, and can be done relatively quickly and inexpensively. VTA and Caltrain staffs are in agreement on the Phase I improvement. What is more critical to successful LRT service is the Phase II improvement, double-tracking light rail from Highway 85 to Whisman Station. VTA, Caltrain, and High Speed Rail staffs are currently in discussions to advance the Phase II improvement. Implementation of VTA's planned new Northern Express line, which will provide LRT service from Mountain View to Alum Rock, is not possible until completion of the Phase II Double Track, anticipated by end of 2016.

Train Size

The Winchester to Mountain View line is currently restricted to two-car train operation due to the size of the stations on the Vasona segment of that line (downtown San Jose to Winchester). The Tasman West segment (First Street to Mountain View) of the Winchester to Mountain View line, including the Great America station that will serve the Stadium, has three-car stations. Several operating constraints on the Winchester to Mountain View line affect the potential frequency of service. On the Tasman West segment, there is the single-track section near the Caltrain station in Mountain View, mentioned above. On the Vasona segment, there are several single-track segments.

Current plans show Winchester trains continuing to Mountain View as they do today. VTA plans to eventually double track the short segment in Mountain View and begin operating a line between Alum Rock and Mountain View. This TMOP analysis does not assume that the double tracking has been completed. However, it is assumed that VTA will operate frequent service to Mountain View for short periods to meet Stadium demands until Phase 2 is implemented.

Event-Day Service

VTA has identified three basic types of events that are likely to occur.

- **All Day Events:** Patrons are expected to arrive and leave over extended periods;

- **Timed Events:** Patrons are expected to arrive in a short period, and leave immediately after the event; and

- **Hybrid Events:** Patrons may arrive over an extended period but leave at a specified time, or vice versa.

Event Planning and Analysis

Each event will be evaluated to see what the projected light rail ridership and extra service needs would be. This will be done on a continuing basis as information about event schedules are received by VTA. A post event review will also be completed in order to address issues for future events.

All Day Events

These are the all day events where the people are expected to arrive and leave at various times during the event. This might include events like art & wine festivals, craft fairs, etc. In this case, VTA will make no changes to existing service, run additional cars on existing trains, or supplement service with additional trains to boost the frequency unless the event were unusually large. The exact level of service and number of trains and operators required will depend on the event. Increased capacity for these events, if required, will be handled by adding cars to existing trains.

Timed Events

This will include 49ers games and events such as concerts or other major sporting events. Smaller events of this type may only require additional cars on scheduled trains, with one or two added trains to handle the anticipated load at the end of the event.

For larger events such as 49ers games, VTA will prepare an augmented schedule for that day. The schedule will preserve the existing service as much as possible. The pre-event service will involve adding cars to the appropriate trains, including trains that do not serve Great America in order to handle loads resulting from people transferring. There will be added trips from Alum Rock and Santa Teresa, locations not normally served by the trains going to Mountain View. There will also be service added between Mountain View and Great America to handle extra passengers from Caltrain. These extra pre-event trains will start approximately 3 hours before the event start time. The exact number and times of extra trains will be determined by the size and timing of the event. Weekday pre-event service will rely very heavily on existing service with maximum car deployments. A limited number of extra trains may be added from each end of the line. During large events, VTA will implement a train schedule such that customers could board at nearly any station and be taken directly to the Great America Station without having to transfer.

During the event VTA will move and stage the extra trains to be as close to the stadium as possible for the post-event service. A new double crossover will be constructed on Tasman Drive just west of Patrick Henry Drive, and a storage track is being built on Tasman Drive between Old Ironsides and Patrick Henry. It is anticipated that these projects will be completed in late August of 2014. The proposed storage areas are illustrated in **Figures 5.2-2a** and **5.2-2b**. The new storage track will be able to accommodate three 3-car trains and these trains will travel eastbound. Also, eastbound trains can stage on the regular service track, but this will require single tracking portions of the system between Mountain View and Old Ironsides and adversely affect regular service. Three 3-car trains can be staged at Baypointe on the center track for trains heading towards Mountain View. Trains can also be stored at the Light Rail operating division on Younger St. and/or Alum Rock, but these locations are 20-30 minutes away from Great America and these extra trains will have to be inserted between regular trains in order to arrive at the stadium at the right time.

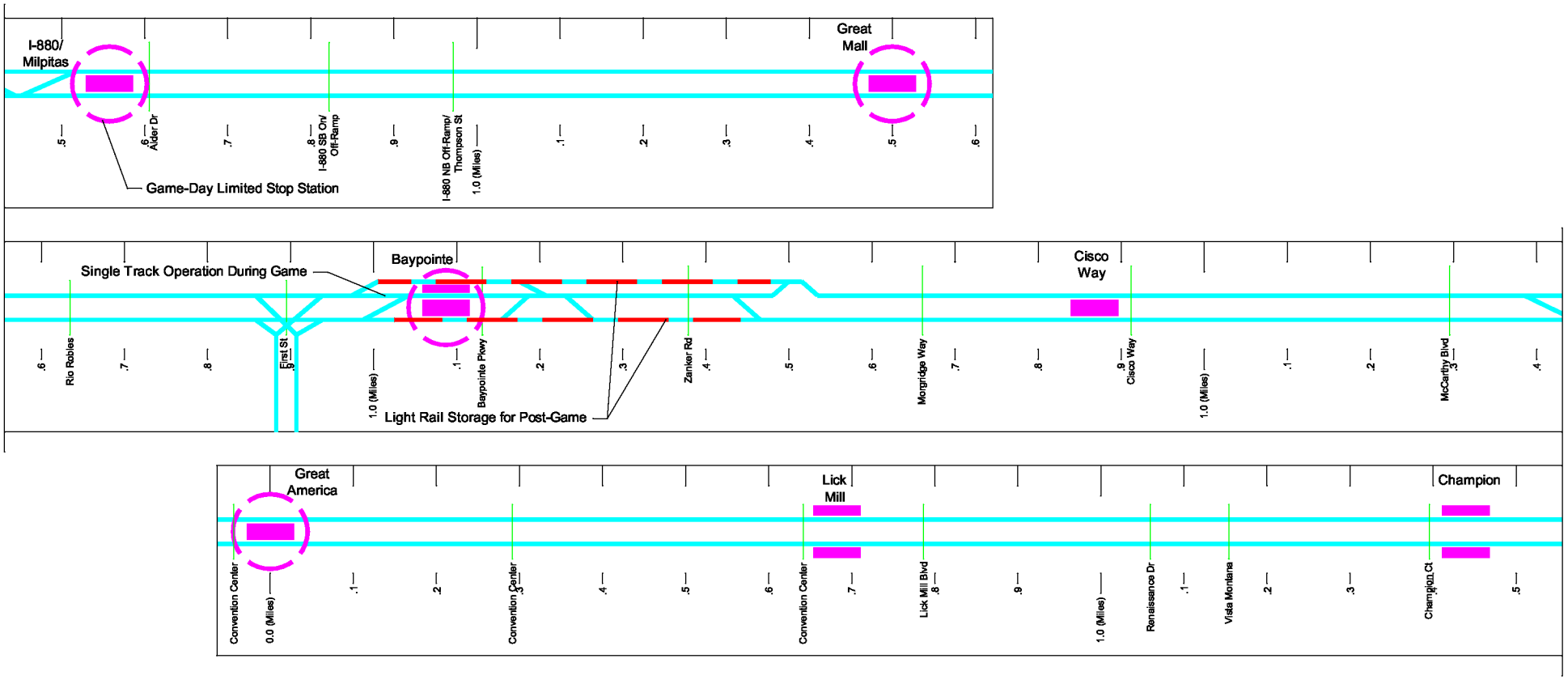

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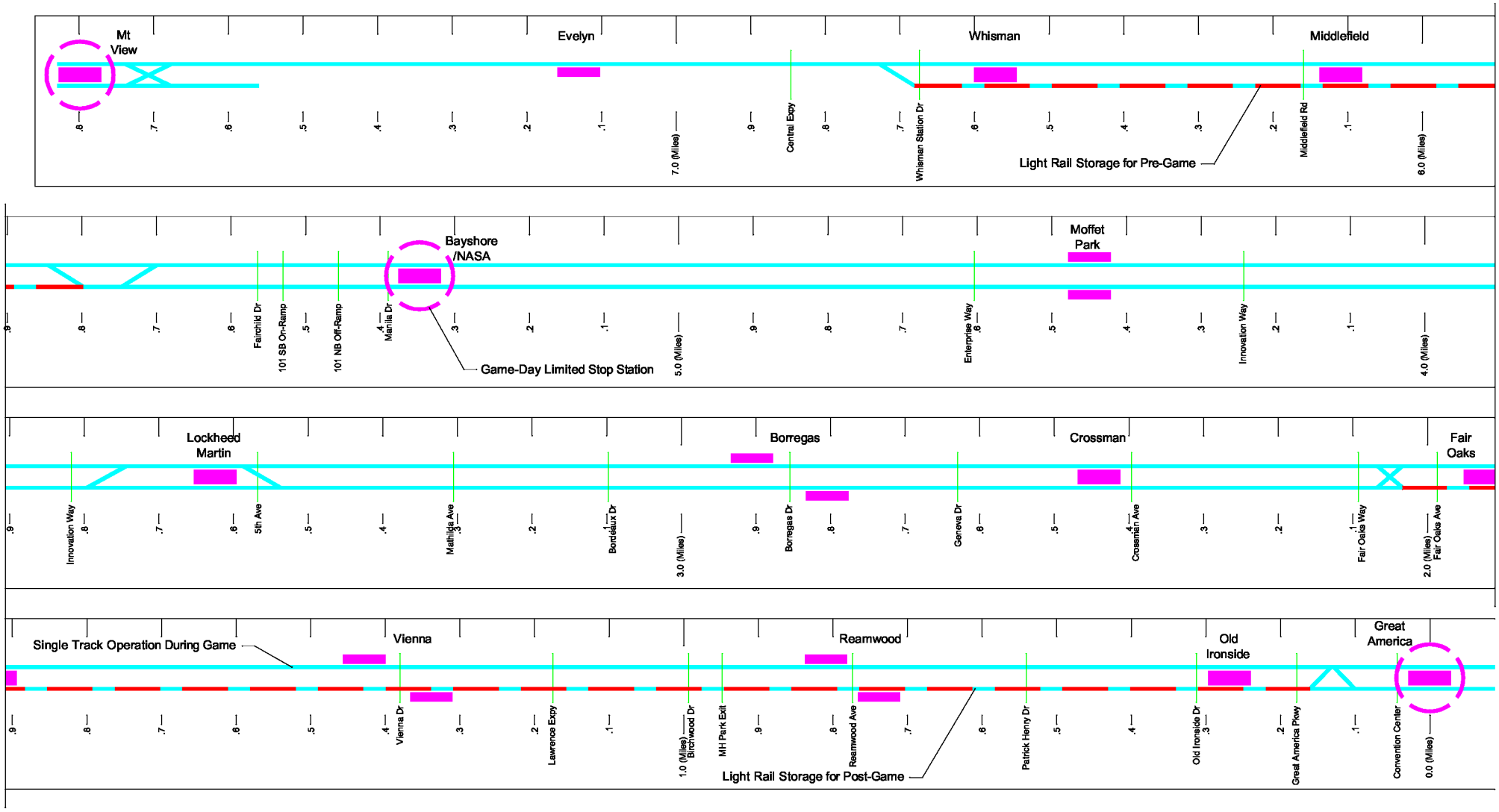
Figure 5.2-2a

VTA Light Rail Schematic East of Great America Station

4/5/2013



San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-2b

VTA Light Rail Schematic West of Great America Station

4/5/2013

For post-event, as many as 7-8 trains can be sent from Great America towards Mountain View (two will have 2 cars while the rest will have 3 with a total capacity of around 3,000-3,500 riders). The trains will depart approximately every 10 minutes (due to single track limitations in Mountain View). After that the limit will most be 4 per hour (half of these will be three car trains with a total capacity 1,600 per hour). However, articulated buses will provide extra capacity to supplement the light rail service between Mountain View and the Stadium. This will be examined more closely once the game day loads settle down. Some of the initial extra trains may be able to cycle back and load in the opposite direction if needed.

Trains leaving the stadium towards Alum Rock and Santa Teresa can depart approximately every 5 minutes depending on loading times. This will mean 8-10 three-car trains can leave the station heading towards Santa Teresa or Alum Rock (with a capacity of 3800-4800 riders). Passengers going east will have to be segregated by destination in order to facilitate loading the trains to make sure people are not confused. Some of the initial extra trains may be able to cycle back and load in the opposite direction if needed.

In addition, an extra train or two may have to be staged at Younger St. to fill in for regular Winchester trains coming from Mountain View that are seriously delayed by post-game loading.

Current plans call for all trains to serve all stations. In most cases the close headways and signal restrictions will require this to happen.

Based on the current fleet, there will be a limit of around 15 added trains if all were 3-car consists. Current regular service will require up to 37 cars (18 two car and 1 one car), but some trains that do not directly serve the Stadium may be able to use single car consists. The 15 added trains will require another 45 cars for a total of 82, leaving 17 spares for maintenance. It is very unlikely more than 80 cars will be available on a regular basis.

VTA buses will be used to augment light rail service to busier locations, if needed.

Hybrid Events

These events will treat either the pre-event or post-event service similar to an All Day Event while treating the post event or pre-event service like a timed event. The operating plan will be a mix of the All Day Event plan and a Timed Event Plan.

Passenger Loading/Queuing Areas

A passenger loading/queuing area will be provided north of the stadium on Tasman Drive for major events. The street will be closed to vehicular traffic in this area. This area will allow for easy, direct access to and from the stadium for light rail users. During the post-event exodus, passengers heading west towards Mountain View will board at the regular westbound platform. Passengers heading eastbound towards Winchester, Alum Rock or Santa Teresa will board on the new eastbound platform. Riders will need to be segregated into four separate queuing lines: Mountain View (west), Winchester (east), Alum Rock (east), and Santa Teresa (east) until passenger loads subside.

<u>Satellite Parking Facilities</u>

VTA light rail service will provide opportunities for patrons to park away from the Stadium area, and ride light rail into the Stadium. The potential demand for satellite parking may influence the planned light rail stops and may require some new or modified park-and-ride facilities VTA currently has 21 park-and-ride lots along the light rail

lines, providing 6,471 parking spaces. Stadium patrons may use all the park-and-ride lots along the light rail lines. At other locations, patrons can transfer from local light rail service to the event day special service. Potential parking locations (illustrated in **Figure 5.2-3a**), and issues associated with these priority sites, are discussed below:

- Downtown Mountain View – Fee parking is available at this station, but is shared with Caltrain and is fully utilized on weekdays. The parking facility is owned and operated by Caltrain, and not VTA. In total, 338 parking spaces are provided for motorists, and 98 bike lockers and 20 bike racks are provided for bicyclists. The location of parking facilities in relation to the Downtown Mountain View Station is illustrated in **Figure 5.2-3b**. Some patrons may attempt to park in the downtown area or adjacent neighborhoods. The City of Mountain View will enforce parking within the station vicinity, and throughout downtown Mountain View. Further, the City of Mountain View has completed the planning for a parking deck over the surface parking.

- Hostetter – This light rail station is adjacent to I-680 in the Berryessa area of San Jose, the Great Mall, and has substantial parking. In total, 100 parking spaces are provided for motorists, and 12 bike lockers are provided for bicyclists. The location of parking facilities in relation to the Hostetter Station is illustrated in **Figure 5.2-3c**.

- I-880/Milpitas – This station, adjacent to I-880, has a large park-and-ride lot and adjacent VTA-owned property. In total, 275 parking spaces are provided for motorists, and 10 bike lockers are provided for bicyclists. The location of parking facilities in relation to the I-880/Milpitas Station is illustrated in **Figure 5.2-3d**.

- Great Mall – This light rail station is immediately adjacent to the Great Mall, and has substantial parking. Stadium parking will be located at the furthest distance from the shopping mall. In total, 93 parking spaces are provided for motorists using the Great Mall Station. The location of parking facilities in relation to the Great Mall Station is illustrated in **Figure 5.2-3e**.

- Guadalupe Line – Along the light rail line extending south from downtown San Jose, there are several large park-and-ride lots that will be served by the special Stadium service. These include Tamien, Curtner, Capitol, Branham, Ohlone/Chynoweth, Blossom Hill, Snell, Cottle, and Santa Teresa. The amount of parking available at each of these locations is shown on **Figure 5.2-3f**.

- Vasona Line – The Vasona line to Campbell has park-and-ride lots at the Bascom and Winchester stations. There is also parking at the San Jose/Diridon Caltrain station. The amount of parking available at each of these locations is shown on **Figure 5.2-3f**.

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Figure 5.2-3a

VTA Satellite Lots

2/25/2014

Mountain View VTA Station.ai

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Figure 5.2-3b

Downtown Mountain View VTA Station

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Hostetter Station.ai

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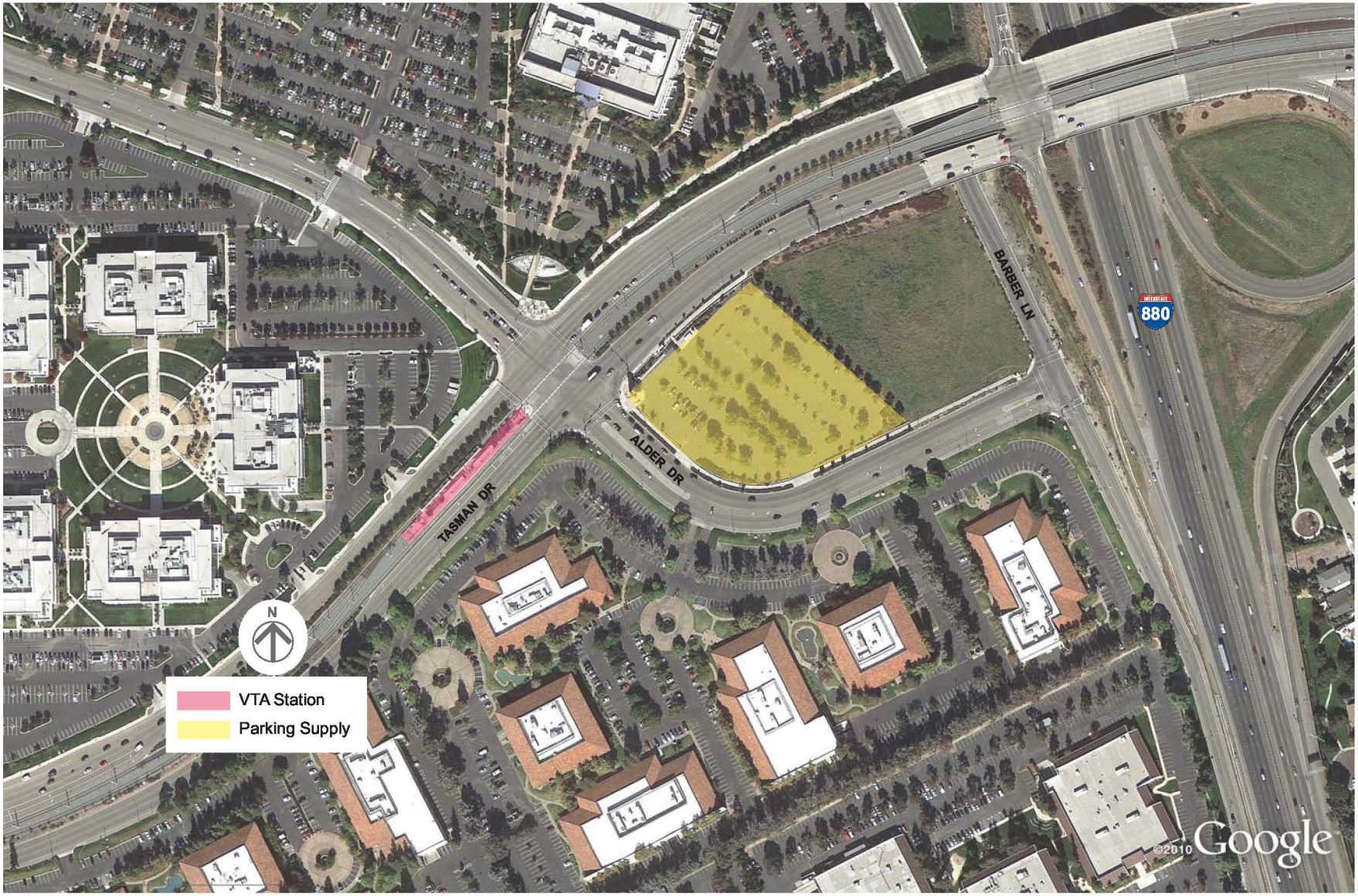
Figure 5.2-3c

Hostetter Station

4/5/2013



I-880 Milpitas VTA Station.ai

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Figure 5.2-3d

I-880 / Milpitas VTA Station

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Great Mall VTA Station.ai

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Figure 5.2-3e

Great Mall VTA Station

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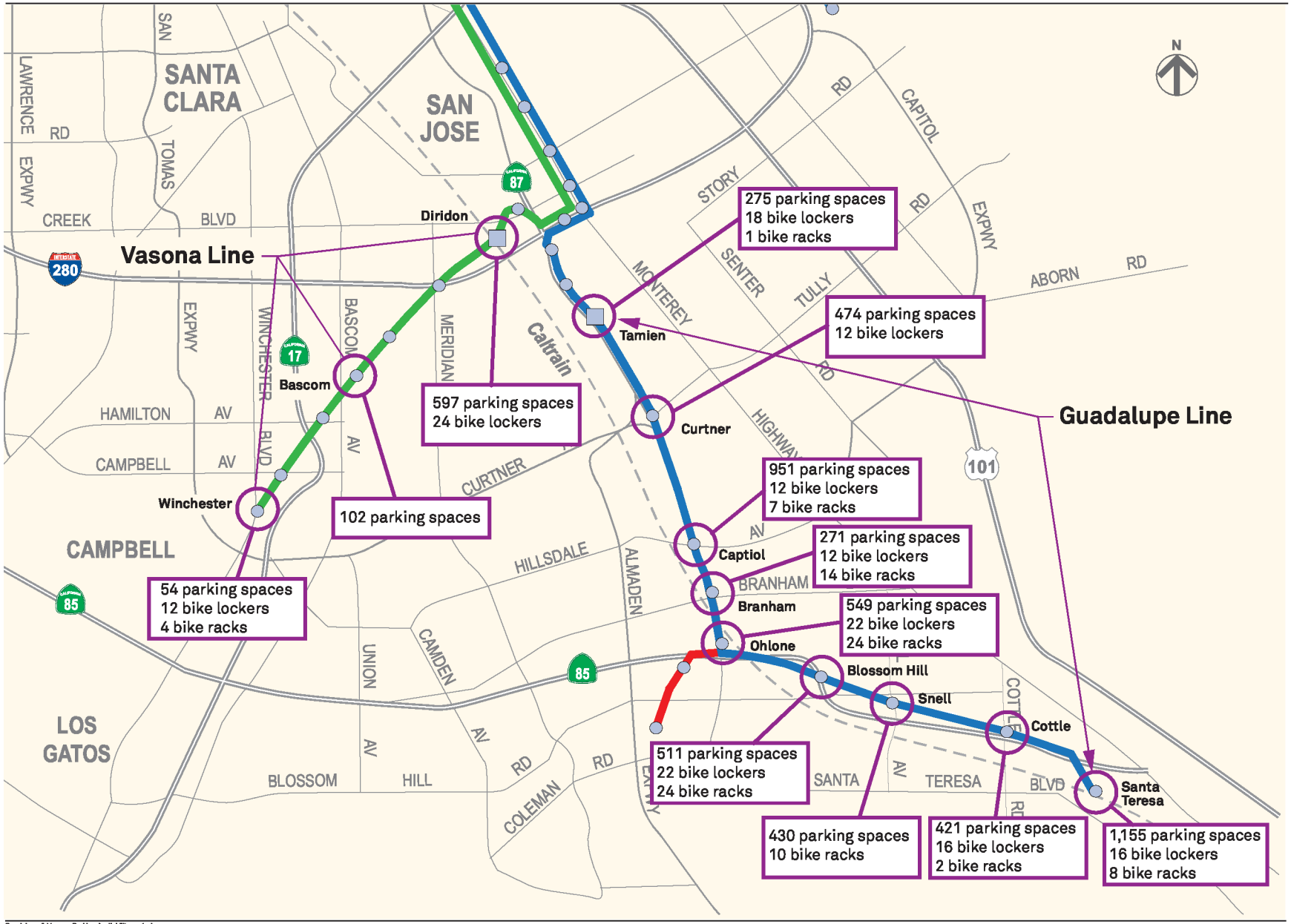

Guadalupe & Vasona Parking Availability rev1.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-3f

Guadalupe Line and Vasona Line Parking Availability

4/5/2013

Measures to Control Illegal Parking Adjacent to VTA Stations

Congestion around the Stadium and the provision of attractive transit service to the facility may lead to overflow parking around some VTA stations, which could result in some level of illegal parking (e.g. restricted neighborhood permit parking). To guard against parking issues, the level of parking at park-and-ride lots will be closely monitored. If problems arise with overflow or illegal parking, there are several possible actions that can be pursued. If intrusion into neighborhoods is the issue, VTA or the affected city could consider a permit parking program, or similar initiative. In some locations, there may be opportunities to expand the lot with temporary parking spaces.

Downtown Mountain View parking could be a particular issue. Parking on event days will be monitored to determine utilization and availability. This approach can work to the extent that there is excess downtown parking during normal event hours.

Coordination with Caltrain (and BART eventually)

VTA's special light rail service on event days is designed to coordinate with Caltrain service for Stadium patrons. The details of coordination are provided below.

The Mountain View station has a center platform and two tracks which means that two trains can load at the same time. To serve a fully loaded Caltrain arrival, this service plan assumes that trains operate in pairs on the Mountain View single-track segment. For example, on arrival of a Caltrain train before an event, both eastbound light rail trains will be waiting at the platform and load at the same time. The first train will depart and the second train will follow immediately at the minimum prescribed separation distance to maintain safety. Both trains will occupy the single-track segment at the same time. Once they entered the double track section, two westbound trains that had been holding on the westbound track will enter the single-track segment, separated by the minimum interval. There is also a storage track at the Mountain View station allowing storage of a third train. Therefore, when a Caltrain train arrives, VTA can dispatch three outbound light rail trains one after the other, without allowing an inbound train to enter the single-track segment until the last outbound train had cleared this section. If needed to meet demand, this approach maximizes the passenger throughput of the single-track section. Additional bus service will be scheduled to augment the light rail service and provide direct connections between Caltrain and Levi's Stadium.

After the conclusion of a Stadium event, VTA light rail trains will be expected to arrive at the Mountain View Station in 10-minute intervals. Patrons continuing onto Caltrain services will walk to the Caltrain boarding area, and board Caltrain trains.

Stadium Area Operations

Special accommodations will be made for VTA's light rail service on event days during peak usage periods. These accommodations include:

Passenger Loading/Queuing Areas

A passenger loading/queuing area will be provided north of the Stadium on Tasman Drive. The street in this area will be closed to vehicular traffic. This area will allow for easy, direct access to and from the Stadium for light rail users. Operations within the loading/queuing area outlined below. The following assumptions were made, per the findings of the *Transportation Management Plan for a New San Francisco 49ers Stadium in Santa Clara, CA*:

- Ridership Scenario
  - 5,000 eastbound
  - 2,500 westbound + 2,700 to transfer to Caltrain @ Mt View = 5,200 westbound
  - 10,200 total
- Post-event Passenger Arrivals at Station during Stadium Egress – percentages distributed in 7.5 min increments – as shown in **Figure 5.2-4a** and **Figure 5.2-4b**
  - 5% before end of event
  - 73% within 45 min of end of event
  - 22% within 75 min of end of event
- Light Rail Vehicle Capacity
  - 450 passengers per 3-car train

The following configuration, as illustrated in **Figure 5.2-5a** and **Figure 5.2-5b**, is proposed for implementation including the following specific characteristics:

- Existing Great America Platform is loaded from existing west side access for westbound only and eastbound uses a new "Event Only" platform south of the eastbound track
  - Headways
    - 10 min westbound (plus supplemental bus service)
    - 10 min eastbound (plus supplemental bus service)
  - Platform Access Rates
    - 220 passengers per minute for the westbound platform
  - Light Rail Vehicle Capacity
    - 450 passengers per 3-car train
  - Maximum Anticipated Off-Platform Queue Area
    - Westbound – 2,274 passengers = 9,096 square feet
    - Eastbound – 2,100 passengers = 8,400 square feet

This configuration generates the shortest queues possible while requiring the smallest queue area, primarily due to the service frequency provided. This configuration provides a short duration of substantial queuing (about 20 minutes).

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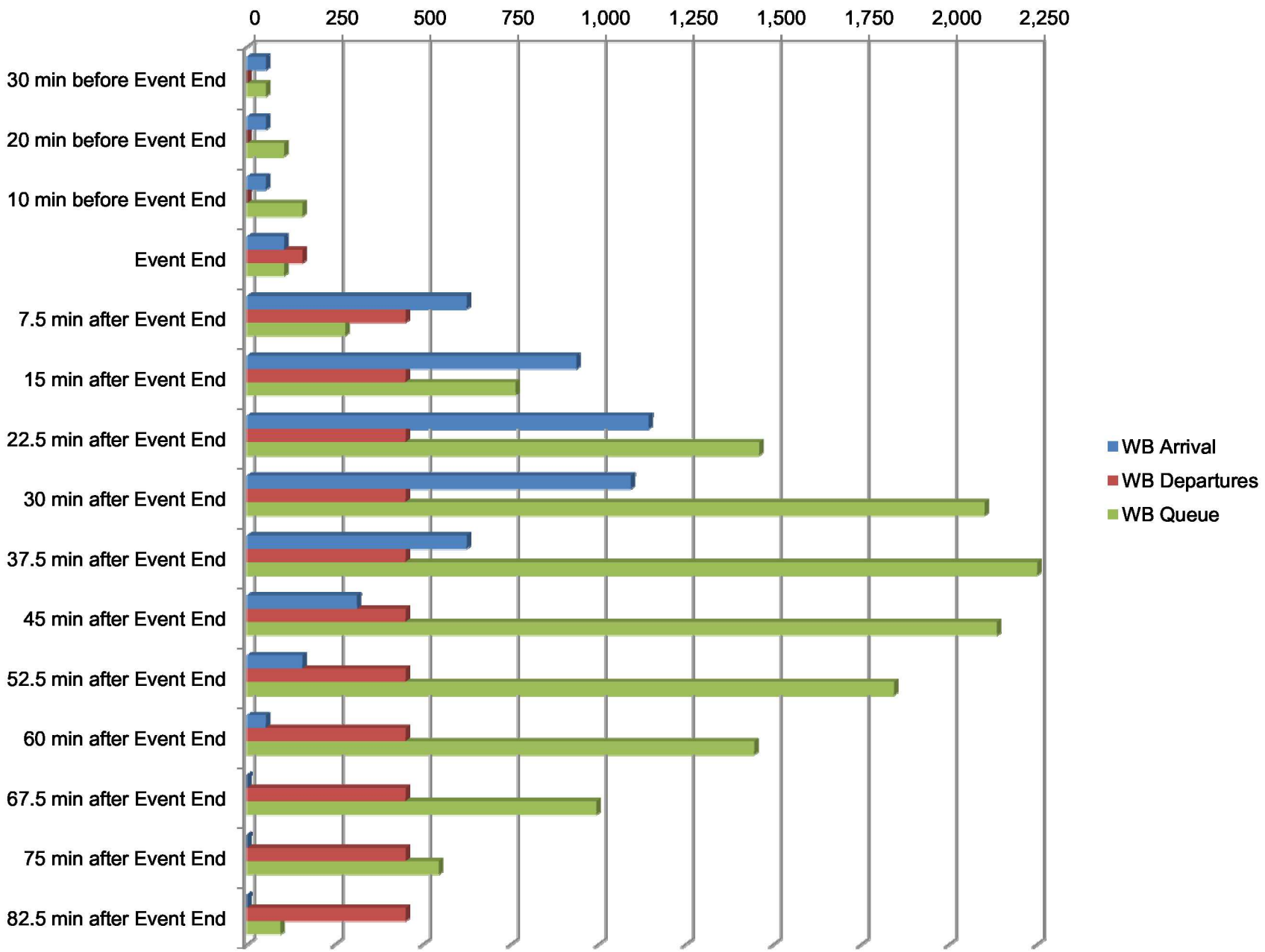

Figure 5.2-4a

Post-Event Arrivals at VTA Great America Station (Westbound Egress)

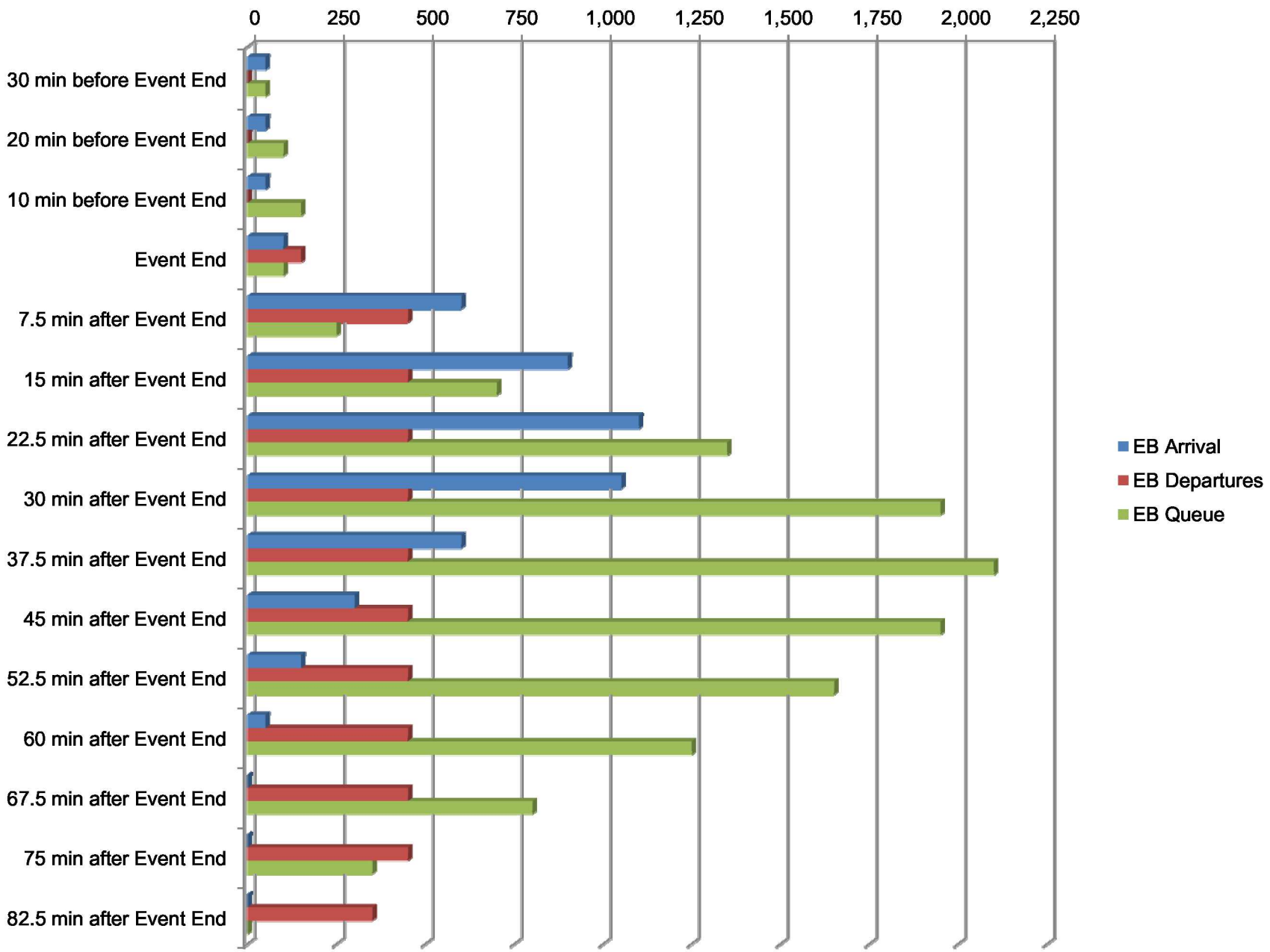

Figure 5.2-4b

Post-Event Arrivals at VTA Great America Station (Eastbound Egress)

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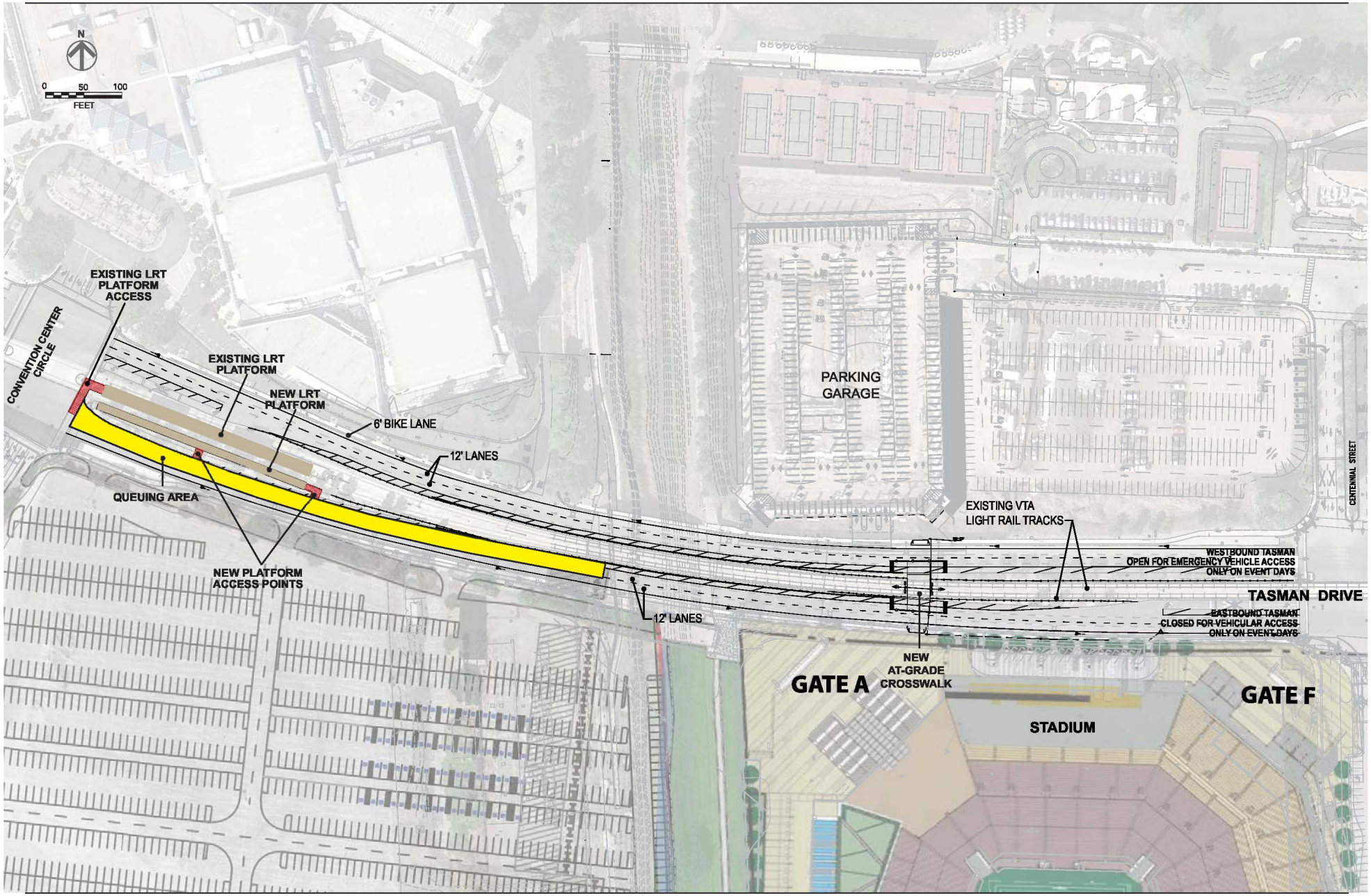

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-5a

Great America Light Rail Station Platform Configuration

4/29/2014

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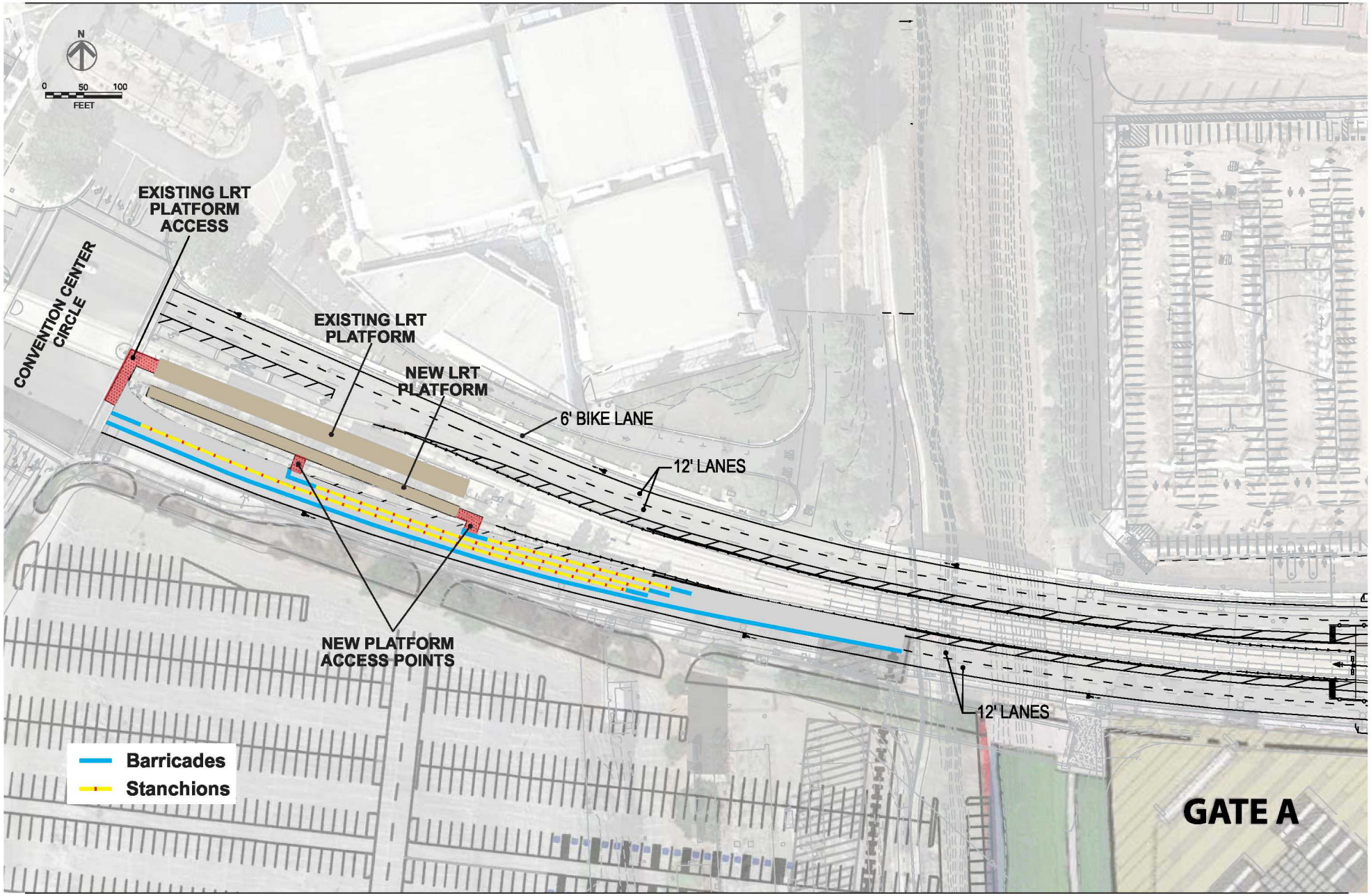

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-5b

Great America Light Rail Station Platform Queuing Area

4/29/2014

Fare Collection

With the potential for high transit rider volumes and high service frequencies, special provisions for fare collection may be necessary. It should be noted that at this time, VTA has developed a complete fare collection plan for Stadium events, including setting up kiosks at platforms and stationing ticket checkers at station entry points.

The most efficient fare collection approach is for all, or nearly all riders to purchase day passes when they board on their way to the event. These passes are sold at all light rail stations. However, demand to use the ticket vending machines, and the likelihood that many riders will not be familiar with ticket machines, suggests that additional manual sale of day passes may be desirable. Rider demand will be closely monitored to identify station requiring additional manual ticket sales.

After the event, most riders would already have their day pass for their return trip. As needed, the manual sale of single tickets can also be provided. If demand is high enough, a special temporary ticket kiosk can be set up. Use of the ticket vending machines will be discouraged or prevented, due to the constrained platform capacity and boarding plans.

Alternatively, Stadium patrons using transit may choose to use a Clipper Card, which may be used on VTA light rail and bus, BART, Caltrain, and other bay area transit providers.

At-Grade Crossing

Given the need to provide on-street queuing areas on the south side of Tasman Drive east of Convention Center, there may otherwise not be sufficient pedestrian capacity to allow for safe, orderly and efficient egress westward from the Stadium without an at-grade crossing on Tasman Drive east of the Great America VTA Station. Such a crossing allows pedestrians to move to the north side of Tasman, bypassing the main parking lot, vehicle congestion and the VTA LRT queuing areas.

The design of the crossing includes standard track panels and pedestrian and LRT signalization. Fences, with locked gates, are installed on both sides of the trackway, adjacent to the Tasman traffic lanes. An illustration of the at-grade crossing of Tasman Drive is provided in **Figure 5.2-6**.

Additionally, a number of physical modifications to the Station area are being implemented, and several game day operational strategies will be employed. First, a new event-only platform is under construction on the south side of the existing tracks with two new event-only access points from Tasman Drive. This new event-only platform and event-only access points will allow for the existing platform to be dedicated to westbound movements with the new platform being solely dedicated to eastbound movements. Unique eastbound and westbound event-only queuing areas will be provided on the closed portion of Tasman Drive east of Convention Center Circle and south of the Station. The crossing will operate for events with 20,000 attendees or higher (and potentially for events with lower attendance levels, at the discretion of the Santa Clara Chief of Police and the City of Santa Clara Traffic Engineer), when Tasman Drive is closed to traffic in the crossing location.

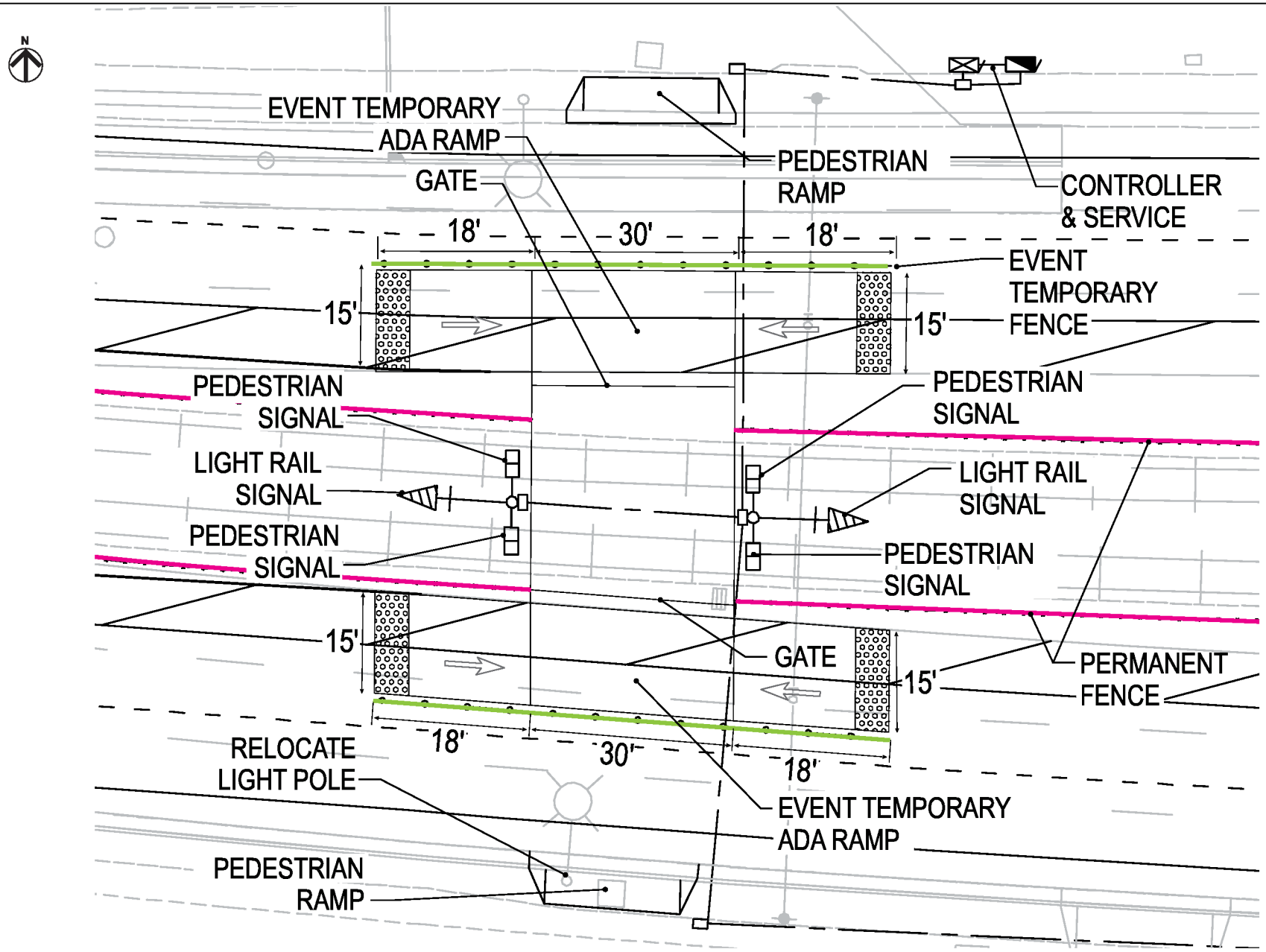

Figure 5.2-6
At-Grade Crossing of Tasman Drive

Future Light Rail Plans

VTA is advancing capital improvements identified in its 2010 *Light Rail System Analysis*, to enhance the capacity, market-responsiveness, and efficiency of Light Rail Transit (LRT) operations. The improvements reconfigure LRT to respond to increasing population and employment and the extension of BART service to San José. The VTA Board of Directors adopted the LRT Improvement Plan in 2010, with the foresight and intent that, when the first segment of the Silicon Valley Berryessa Extension (SVBX) is completed in 2017; local transit services will enable connectivity from throughout VTA's service area.

By anticipating growth in the markets VTA serves, and by increasing VTA's regional connectivity, the new LRT network will attract more riders and generate greater return on investment than existing operations. VTA has defined the LRT Efficiency Program by the following capital and operating improvements:

- The **Southern Express** will expand the pilot Commuter Express Service to an all-day schedule on the Santa Teresa to Alum Rock line; establish new service from Almaden to Mountain View, including direct service from Almaden to Downtown San José, and turn back Winchester service from Campbell in Downtown San José.
- The **Northern Express** introduces a new service between Alum Rock and Mountain View, to increase ridership and efficiency, to effectively connect BART and the job centers in north San José, Santa Clara, Sunnyvale, and Mountain View, and to anticipate employment growth throughout the Tasman and North First Street corridors. This service will be introduced in 2017, commensurate with the opening of the VTA/BART Silicon Valley Rapid Transit - Berryessa Extension.
- The **First Street Speed Improvement** project has potential to increase maximum LRT speeds on North First Street from 35 to 45 mph, via a combination of signal prioritization, fencing and safety enhancements along the LRT right-of-way. Speed improvements on the Downtown Transit Mall are also planned.
- The **Transit Signal Priority** project will implement a system-wide real-time, reliable transit signal prioritization and light rail vehicle detection system to increase LRT operating speeds. This project is funded by a Transit Performance Initiative grant from the Metropolitan Transportation Commission.

Current planning work has demonstrated that, by advancing several capital improvements planned for 2017, VTA can gain system-wide operating and rider benefits well before BART service begins in 2017. This approach will also accustom VTA riders to reconfigured LRT services anticipating the initiation of BART service to Berryessa. Under this strategy, following completion of the capital improvements described below, three light rail services will operate with the following frequencies:

- **Almaden - Mountain View:** 15 minute headways with 30 minute midday headways from Tasman Station to Mountain View, 30 minute headways on weekends;
- **Santa Teresa - Alum Rock:** 15 minute headways all day; operate Express between Ohlone-Chynoweth and Downtown San José all day on weekdays, except after 8pm;
- **Winchester - Downtown San José:** 15-minute headways during peak, 30 minute headways midday and weekends.

However, LRT operations under this new reconfiguration can be delivered safely and efficiently only after three essential capital improvements are made. Without these capital improvements, VTA will have to engage in

exceptional operating practices to deliver both regular and stadium event services. Even if operated with extreme precision, without capital improvements, the system will be vulnerable to cascading delays, uncertain train arrivals, long passenger wait times, and overcrowded trains. This vulnerability stems from the inherent constraints of single-track segments and the lack of a turnaround facility for the Winchester line in Downtown San José.

The frequency of service planned for 2017 to and from the Downtown Mountain View LRT station requires double-tracking the single-track segment between Mountain View and Whisman Stations, and adding storage capacity and a double crossover west of Old Ironsides LRT Station in the vicinity of the 49ers Stadium.

VTA has developed concepts for Phase I Double Track of the Mountain View single-track segment, light rail vehicle storage in the vicinity of the 49ers Stadium in Santa Clara, and a Winchester Turnaround in the vicinity of Downtown San José. Besides securing acceptance of preferred designs by the host cities, by adjacent transit properties, and by the California Public Utilities Commission, VTA must additionally secure the appropriate environmental clearances and find expeditious means of funding and contracting final design, material procurement, right-of-way acquisition, and construction of these projects, to have them ready for operation by August of 2014.

5.2.2 VTA Local Bus

In addition to light rail service, VTA provides regular bus service, and will provide supplemental bus service, to the area adjacent to the Stadium. These services will carry patrons living within the VTA service area to the Stadium area. The details associated with transit access with regard to VTA bus service are as follows:

Ridership

As with light rail, bus ridership levels are expected to increase substantially on event days, compared to normal Sunday service. It should be noted that as part of the collection of annual data described in section 2.1.4, it is expected that VTA will collect boarding and alighting data on its buses for the purposes of annual TMOP evaluation. Data is to be collected before the start of the NFL season (once on a Sunday and once on a Monday), and on all NFL game days at the Stadium.

Routes

VTA currently operates three regular routes in the Stadium area that run seven days a week. These lines share a common route terminus near Tasman Drive and Old Ironsides, adjacent to the Old Ironsides light rail station. The three regular lines are:

- Line 55 – This line serves Sunnyvale and Cupertino. The route accesses the Stadium area along Tasman from the west.
- Line 57 – This line serves areas in Santa Clara to the south, traveling along Kiely and Saratoga. Access to the Stadium area is along Great America Parkway from the south.
- Line 60 – This line serves areas in Santa Clara to the south, traveling primarily along Winchester Boulevard. Access to the Stadium area is along Great America Parkway from the south.

On event days, these regular routes will be adjusted to provide more efficient service to the Stadium area and to respond to the Stadium Transportation Management Plan. The stop for the route terminus will remain at the current Old Ironsides terminus, and the main boarding and deboarding stops will be located within convenient walking

distance of the Stadium. Since none of the regular routes travel east along Tasman (which will be closed), the impact on regular and event-day riders will not be significant. Sunday service on these regular lines operate at frequencies of 45 to 60 minutes (for service related to weekday evening events, please see Section 6.3 of this document). Demand on these lines will be monitored and additional service added, if demand warrants. An illustration of the route map in the Stadium vicinity for these buses is provided in **Figure 5.2-7**.

VTA also provides express service to the Great America area. These lines operate in peak hours on weekdays only and will not operate for weekend events. These lines include:

- Express Route 140 – This line connects to the Fremont BART station, via Milpitas. The route accesses the Stadium area along Tasman from the east.
- Express Route 121 – This line serves Morgan Hill and Gilroy, traveling along US-101. The route accesses the Stadium area via Great America Parkway from the south.
- Route 321 – This line connects the Great America area to North First Street and North San Jose.
- Route 328 – This line provides commute service along Lawrence Expressway.
- Route 330 – This line provides commute service along San Tomas Expressway.

VTA will also operate new event-day only bus services, connecting other high-volume locations in the south bay directly with the Stadium. These supplemental routes will include:

- Route 251 – Connecting the Fremont BART Station with the Stadium;
- Route 252 – Connecting the Vallco Shopping Mall area in Cupertino with the Stadium;
- Route 253 – Connecting Gilroy and Morgan Hill with the Stadium;
- Route 254 – Connecting the Eastridge Shopping Center area in San Jose with the Stadium; and
- Route 255 – Connecting the Almaden area in San Jose with the Stadium.

Each supplemental route will use multiple buses, based on demand. Supplemental Route 251 (Fremont BART) will drop off passengers along southbound Great America Parkway (between Tasman Drive and Bunker Hill Lane) and depart by turning west on Tasman Drive. Midway through an event, all Supplemental Route 251 buses will stage along northbound Great America Parkway (between Tasman Drive and Bunker Hill Lane), and exit north. Route 252 (Vallco) will drop off passengers on northbound Great America Parkway (between Tasman Drive and Old Glory Lane), and board passengers on southbound Great America Parkway (between Tasman Drive and Old Glory Lane). The remaining three Supplemental Routes will drop off passengers east of the Stadium along Tasman Drive (between Calle Del Sol and Lick Mill Boulevard), and depart via Calle Del Sol, Calle De Luna, and Lafayette Street. Midway through an event, one bus per Supplemental Route will stage along Tasman Drive between Calle Del Sol and Lick Mill Boulevard, and the remaining extra buses will wait along Tasman Drive east of Lick Mill Boulevard. When a bus is fully loaded, it will exit the area via Calle Del Sol, Calle De Luna, and Lafayette Street. Once a bus has departed the Tasman Drive loading area (i.e., between Calle Del Sol and Lick Mill Boulevard), a bus waiting along Tasman Drive east of Lick Mill Boulevard will be called to enter the loading area, and the process will repeat until all passengers have been served. Buses will continue to operate until one hour after the end of the event.

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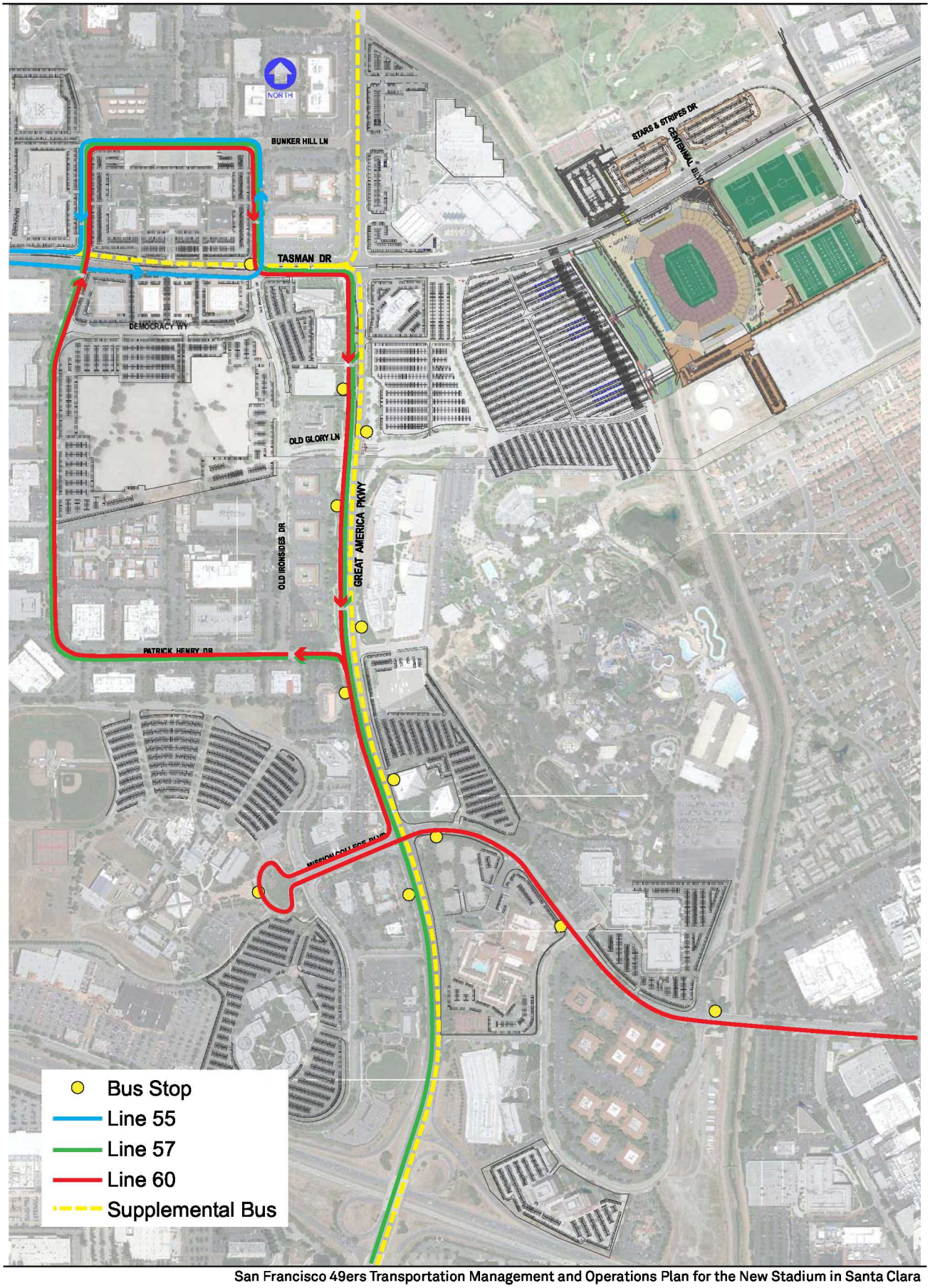

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-7
VTA Bus Service

4/5/2013

Stadium Area Ingress and Egress

Regular bus routes will operate along their regular routes to serve the Stadium on event days. Regular buses will arrive via Tasman (from the west) or Great America Parkway. Minor temporary routing changes may be needed. Buses will receive special access to those areas not open to general traffic.

VTA's Supplemental bus service will operate primarily along Great America Parkway, Tasman Drive, and Lafayette Street. Specifically, Supplemental Route 251 (Fremont BART) approach its loading / unloading area via eastbound Tasman Drive, and turning left on Great America Parkway. This Supplemental Route will then exit north along Great America Parkway towards SR 237. The remaining four Supplemental Routes will approach their loading / unloading areas via westbound Tasman Drive. These Supplemental Routes will then exit the area via Calle Del Sol, Calle De Luna, and Lafayette Street.

Pick Up and Drop Off

Regular bus service will utilize the current pick up and drop off stops near the current route terminus at Old Ironsides Drive and Tasman Drive. VTA's Supplemental bus service will use the designated passenger loading/queuing areas along Great America Parkway (between Tasman Drive and Bunker Hill Lane) and along Tasman Drive (between Calle Del Sol and Lick Mill Boulevard).

5.2.3 Other Public Bus

Until recently, events at Candlestick Park were served by several transit agencies, including San Francisco Muni, SamTrans and VTA. However, as a result of changes in regulations, the service previously operated by SamTrans and VTA is now provided by charter bus operators.

Currently, at Candlestick Park, San Francisco Muni operates regular service from several destinations in San Francisco directly to the Stadium. Many of the Muni patrons transfer from BART or other transit lines. It is not expected that Muni will operate to the Stadium in Santa Clara. Rather, current riders will use Caltrain or BART and transfer to bus or light rail near the Stadium or they can use Charter Bus services.

Other public bus routes serving Candlestick are operated by Golden Gate Transit (from Marin County) and Tri-Delta Transit (from the East Bay). These public transit agencies may continue to serve Levi's® Stadium with direct express service. Should these choose to provide service to the Stadium, their buses will be included as part of the Charter Bus operations described in Section 5.2.4 below.

5.2.4 Charter Bus

Private charter buses will provide service for approximately 5,000 Stadium patrons, but that number could be greater if it is determined that some public bus riders will shift to charters (e.g. SamTrans). Charter bus staging areas are shown in **Figure 5.3-8**. Charter buses will be staged on Democracy Way with space for approximately 41 buses, Bunker Hill Lane with space for approximately 16 buses, and overflow along Old Ironsides Drive (between Old Glory Way and Patrick Henry Drive) and Patrick Henry Drive (between Old Ironsides Drive and Democracy Way) with enough space for approximately 97 buses to park. All charter buses will enter and exit the staging area via Tasman Drive from the west. Once parked, the charter buses will stay in place throughout the duration of a game, and only depart once all passengers have returned to the bus in which they arrived. Based on historical data from Candlestick Park, over 90 percent of charter buses will arrive within two hours of the start of a game, and all charter buses will depart within two hours of the completion of a game.

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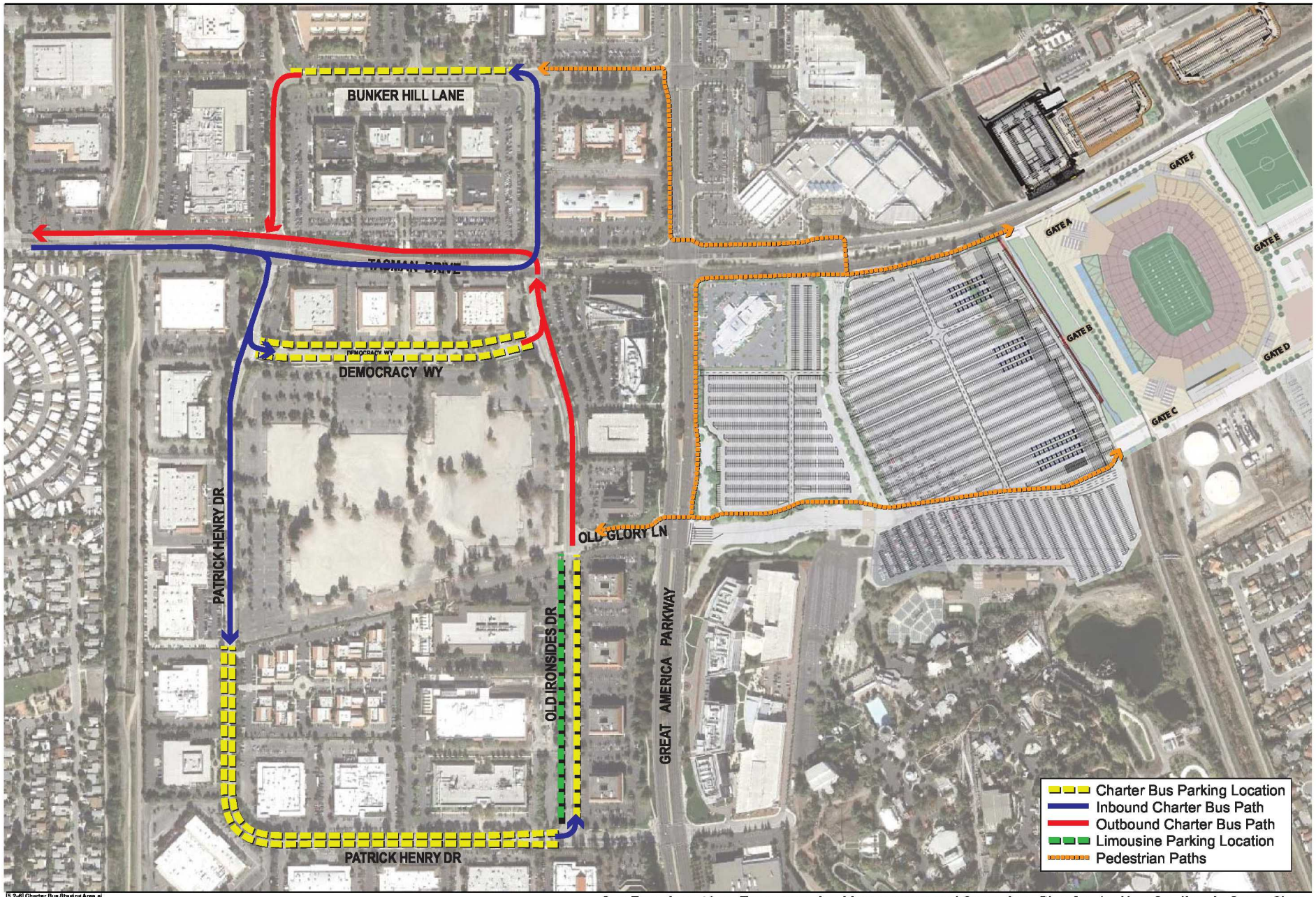

[5.2-8] Charter Bus Staging Area.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-8

Charter Bus Staging Area on Event Day

4/24/2014

As shown in **Figure 5.2-8**, charter bus patrons will access the staging area from Old Glory Lane, Old Ironsides Drive, and Tasman Drive. Traffic officers will control the pedestrian crossings at the Great America Parkway / Old Glory Lane and Old Ironsides Drive / Tasman Drive intersections.

It should be noted that limousine staging will occur in the vicinity of the charter buses; along the west side of Old Ironsides Drive (between Old Glory Way and Patrick Henry Drive). Limousines will enter and exit the staging area via Tasman Drive from the west. Once parked, the limousines will stay in place throughout the duration of a game, and only depart once passengers have returned. The limousine staging area is shown in **Figure 5.3-8**.

5.2.5 Caltrain

Caltrain provides rail service to the Stadium area from locations in San Francisco, San Mateo and Santa Clara counties. Service for approximately 2,000 to 3,000 Stadium attendees for Sunday afternoon events will be provided via regular Caltrain service, with a transfer to VTA light rail at the Mountain View station. Caltrain will supplement its normal service with two special trains. The details of Caltrain service on event days are as follows:

<u>Operations Plan</u>

Caltrain currently operates hourly service on weekends (for service related to weekday evening events, please see Section 6.0 of this document). The primary event day demand will be southbound trains for arrivals and northbound departure trains. Potential southbound trains at Mountain View for patrons arrive at 10:29 AM, 11:29 AM, and 12:29 PM. Additionally, a limited stop, Baby Bullet train arrives at 12:47 PM. Post event departures northbound at Mountain View are at 4:19 PM, 5:19 PM, and at 6:19 PM with a Baby Bullet train. Since travel time via light rail to the Great America station is about 25 minutes, arrivals before 12:00 PM and departures after 5:00 PM are preferred. The possibility of shifting the Baby Bullet trains for earlier arrival will be explored.

Currently, for sporting events at SAP Center in San Jose, and at AT&T Park in San Francisco, Caltrain relies primarily on regular service, but will operate two additional trains for Stadium events, and will hold trains for a short time (at the Lawrence Station) to provide departure flexibility. These trains are easier for Caltrain to manage since the sports facilities are located at terminal stations. However, it is expected that there will be a similar operating plan for Levi's® Stadium events.

Number of Trains

Two regular trains (Mountain View arrivals are currently scheduled at 10:29 AM and 11:29 AM and departures at 5:19 PM and 6:19 PM) provide the best service for events. Two additional trains will be provided. Each train can carry up to 1,000 patrons to and from the event.

It should be noted that as part of the collection of annual data described in section 2.1.4, Caltrain will collect boarding and alighting data on its trains for the purposes of annual TMOP evaluation. Data is to be collected before the start of the NFL season (once on a Sunday and once on a Monday), and on all NFL game days at the Stadium.

Train Size

Caltrain currently operates the maximum train size (five cars) that they provide at this time. Therefore, there is no current ability to expand train size. However, future conversion of Caltrain to an electrified operation may provide opportunities for increased capacity as well as increased service frequency.

Schedule

The schedule of Caltrain service to various event types at the facility will be described herein, both regular service, augmented service and/or special service.

Access to Stadium (via VTA Light Rail)

Currently, Caltrain does not provide direct access to the Stadium (Altamont Corridor Express (ACE) and Capitol Corridor do have access rights on the tracks adjacent to the Stadium). However, on event days, Caltrain will coordinate with VTA light rail to provide direct service to the Stadium via a transfer at the Mountain View Station. In addition, VTA Bus Line 60 operates from the Santa Clara Caltrain Station to the Stadium, and VTA Bus Line 55 operates from the Sunnyvlae Caltrain Station to the Stadium. Should there be a need for additional capacity (if VTA light rail cannot provide enough capacity for example), supplemental bus service will be provided at the Mountain View Station. The details of such an operation is provided in Section 5.8.

Loading/Unloading/Schedule

As described above, Caltrain will deliver patrons to the Mountain View station, where transfers to the VTA light rail service will occur. As demand warrants, VTA can stage light rail trains to serve the demand. The location of the Caltrain / VTA light rail transfer point at the Mountain View station is illustrated in **Figure 5.2-1**.

Train Storage

Storage for additional trains needed to meet demand will occur at the San Francisco and San Jose terminals. In particular, after events, the backup trains will be dispatched from San Jose as needed to prevent overcrowding and to ensure available capacity for regular Caltrain riders.

5.2.6 Capitol Corridor

Capitol Corridor will provide rail service to Sunday afternoon Stadium events for approximately 500 Stadium attendees via the current Amtrak route to Oakland and Sacramento. The details of potential Capitol Corridor service on event days are as follows:

Operations Plan

Capitol Corridor may consider adjusting the schedule of its regular service on event days to accommodate greater demand and better serve event times. Currently, the Great America ACE/Capitol station is served by westbound (from San Jose) arrivals on Sunday at 8:26 AM, 10:26 AM, and 1:26 PM and eastbound departures at 4:37 PM and 6:02 PM. There is also an eastbound arrival from San Jose at 1:02 PM and a westbound departure at 5:01 PM that will serve San Jose patrons. For service related to weekday evening events, please see Section 6.0 of this document.

Number of Trains

As noted above, the current schedule provides several arrivals and departures at the Stadium. However, the primary arrival train will be the 10:26 AM and most departures will be on the 4:37 PM train.

It should be noted that as part of the collection of annual data described in section 2.1.4, it is expected that Capitol Corridor will collect boarding and alighting data on its trains for the purposes of annual TMOP evaluation. Data is to

be collected before the start of the NFL season (once on a Sunday and once on a Monday), and on all NFL game days at the Stadium.

Train Size

Capitol Corridor trains have five cars, but the trains can operate with up to eight cars, if needed due to demand.

Schedule

As discussed above, the primary arrival train from Oakland and Sacramento will be at 10:26 AM and the departure train at 4:37 PM, with a back-up train at 6:02 PM. If events run long, the 4:37 PM departure can be held for a short period of time to serve patrons.

Loading/Unloading/Schedule

For Capitol Corridor service on event days, loading and unloading will occur at the Great America Station adjacent to the Stadium. After the event, based on the current Capitol Corridor schedule, the regular 4:37 PM will first depart followed by the special ACE service. As such, queuing areas at the Great America Station will be set up such that Capitol Corridor riders are able to board quickly. The regular Capitol Corridor westbound train arrives at 5:02 PM, although that train might need to be delayed to allow for the special ACE train departure.

After the event, patrons will walk the short distance to the station. Special queuing areas will be separated by temporary fencing, along with barricades, taping, and signage (identifying where to stand) placed to ensure orderly boarding of trains in both directions. Stadium Management staff will be responsible for implementing the Capitol Corridor queuing area. A layout of this loading area is provided in **Figure 5.2-9**.

Train Storage

Since regular service will be used, there will not be a need for train storage. However, if needed, storage is currently available at the San Jose station.

Passenger Parking

ACE and Capitol Corridor riders who leave a vehicle overnight use the existing parking lot adjacent to the Capitol Corridor Great America Station. As a result, that lot will be substantially occupied during event periods.

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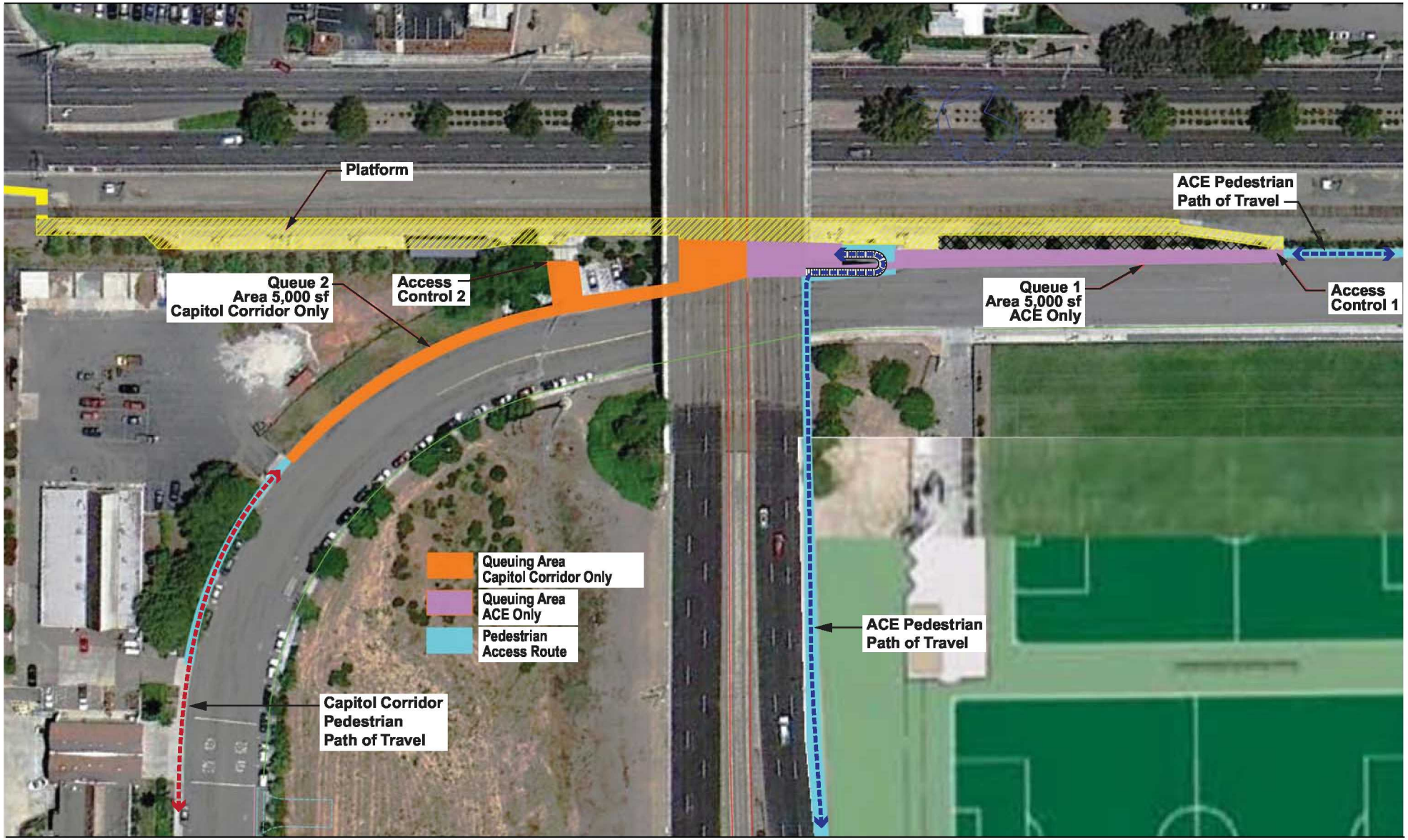

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.2-9

Great America Commuter Rail Station Platform Configuration

4/29/2014

5.2.7 Altamont Corridor Express

ACE will provide special rail service to Sunday afternoon Stadium events for approximately 700 to 900 Stadium attendees from the Central Valley. The details of ACE service on event days are as follows:

Operations Plan

ACE does not currently operate regular weekend service, but will run a special train to events. For service related to weekday evening events, please see Section 6.0 of this document.

Number of Trains

ACE will operate one special round trip train to Stadium events. As part of the collection of annual data described in section 2.1.4, it is expected that ACE will collect boarding and alighting data on its trains for the purposes of annual TMOP evaluation. Data is to be collected on all NFL game days at the Stadium.

Train Size

ACE currently operates six and seven car trains during weekdays. For special event day service, the train size will be up to seven cars.

Schedule

Special event day train service will be scheduled to best serve the event. Arrivals will occur about one hour and thirty minutes before the start of the event and departures will be timed to leave at a set time (30 to 45 minutes) after the end of the event. Specifically for Sunday afternoon football games, ACE will depart at 4:30 PM for games starting at 1:05 PM.

Loading/Unloading/Schedule

For special ACE service on event days, loading and unloading will occur at the Great America Station adjacent to the Stadium. After the event, based on the current Capitol Corridor schedule, the regular 4:37 will first depart followed by the special ACE service. As such, queuing areas at the Great America Station will be set up such that Capitol Corridor riders are able to board quickly. The regular Capitol Corridor westbound train arrives at 5:02, although that train might need to be delayed to allow for the special ACE train departure.

After the event, patrons will walk the short distance to the station. Special queuing areas will be separated by temporary fencing, along with barricades, taping, and signage (identifying where to stand) placed to ensure orderly boarding of trains in both directions. Stadium Management staff will be responsible for implementing the ACE queuing area. A layout of this loading area is provided in **Figure 5.2-8**.

Train Storage

A special ACE train will be stored during the event in San Jose at the current ACE storage track location.

Passenger Parking

ACE and Capitol Corridor riders who leave a vehicle overnight use the existing parking lot adjacent to the Capitol Corridor Great America Station. As a result, that lot will be substantially occupied during event periods.

5.3 Pedestrian Access

Pedestrians arriving at and departing from the Stadium will be encouraged to use specific routes and designated pedestrian walkways. This goal will be achieved through a combination of permanent signage, temporary signs, changeable message signs, media releases, and mass marketing programs designed to inform the public and Stadium patrons about these travel routes. The use of various temporary traffic control devices, in conjunction with the deployment of gameday traffic control personnel, will give priority to the established travel routes, thereby minimizing the potential for conflict.

5.3.1 Roadway Closures / Pedestrian Only Areas

As noted in previous sections, Tasman Drive will be closed to vehicles on event days to provide space for transit loading, access to a number of roadways will be restricted to eliminate intrusions into residential neighborhoods and provide safe and adequate pedestrian loading and crossing areas. These closures and the preferred pedestrian walkways are described in this section of the TMOP.

Tasman Drive between the Convention Center Driveway and Centennial Boulevard will be closed to vehicular traffic during Stadium Events with anticipated attendance greater than 20,000 patrons. This area will prohibit vehicular traffic in order to allow for easy, direct access to and from the Stadium for light rail users and other pedestrians. During events in which Tasman is closed, extended queuing areas will be on-street, in the closed section of eastbound Tasman Drive adjacent to the Great America VTA Station. Stadium Management staff will be responsible for implementing the VTA Light Rail queuing areas. New fencing will be in place on both sides of the Tasman median along the extents of this segment to prohibit pedestrians from crossing at prohibited locations. Emergency vehicles will be able to use the closed section of westbound Tasman Drive. The Tasman Drive vehicular traffic closure will be in place from 3:00 AM to 6:00 PM on a Sunday game day, assuming a 1:00 PM afternoon start time.

A new controlled event day at-grade Light Rail train track pedestrian crossing on Tasman Drive, east of the Great America VTA Station, will be in place and operational prior to Stadium opening. This crossing will provide access to the Stadium from the parking areas on the north side of Tasman Drive. The design of the crossing includes standard track panels and control signalization. Fences, with locked gates at the crossing location will be installed on both sides of the trackway. The crossing will operate only for large Stadium events (i.e., events with more than 20,000 attendees), when Tasman is closed to traffic in the crossing location. The Tasman Drive at-grade crossing is shown in **Figure 5.3-1**.

Pedestrian paths of travel to several parking facilities and transit loading areas will not require pedestrians to cross vehicular traffic. Pedestrians traveling to parking facilities north of the Stadium area will walk through the designated "Transit and Pedestrian Area" located north of the Stadium on Tasman Drive, between Convention Circle and Centennial Boulevard.

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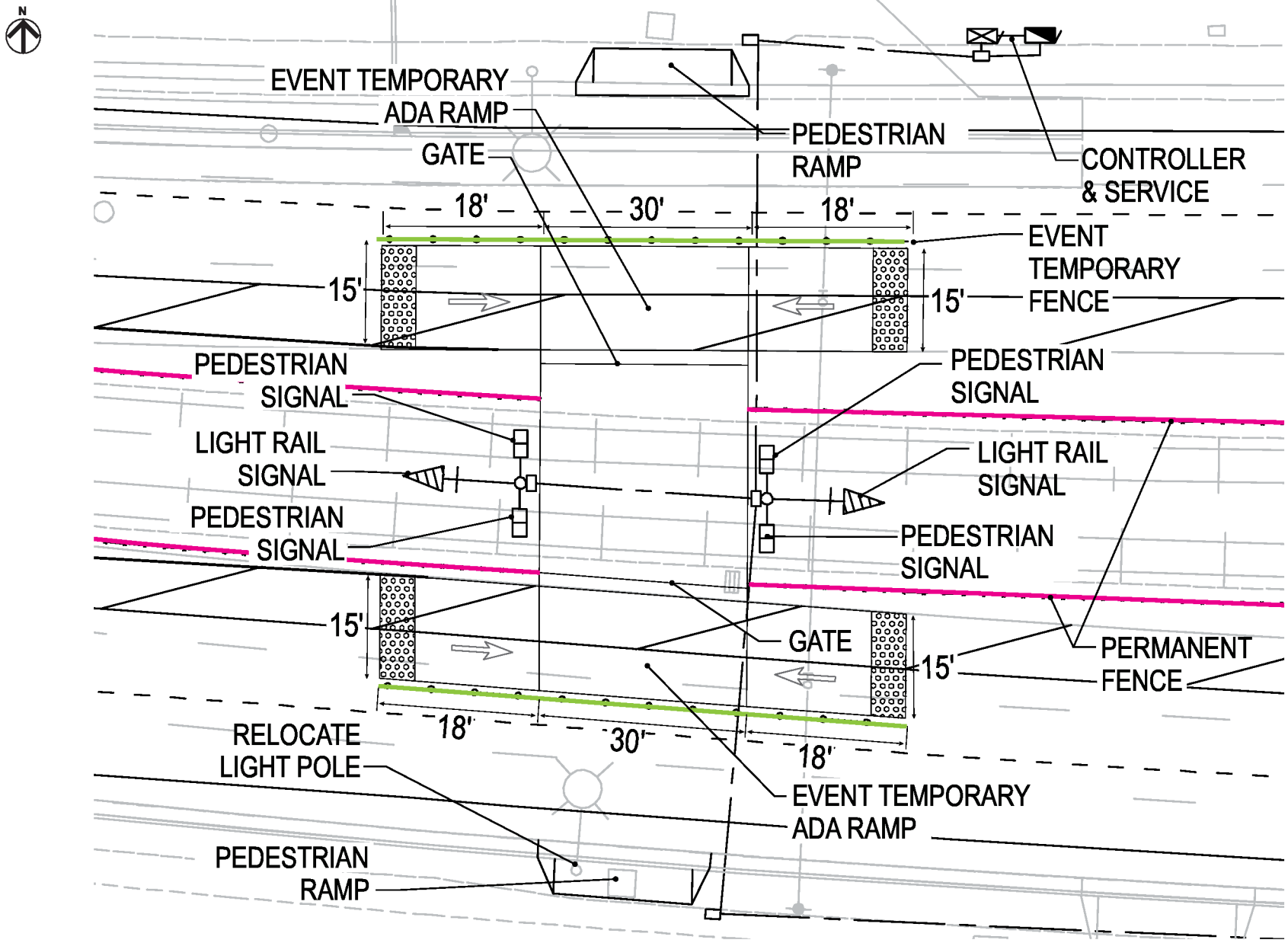

Figure 5.3-1
At-Grade Crossing of Tasman Drive

5.3.2 Access to Transit

The TMOP seeks to make access to transit easy and efficient. Way-finding signage to each transit station will be installed to clearly direct patrons to transit facilities. Pedestrian access routes to transit, including VTA Light Rail, VTA Bus, and ACE / Capitol Corridor, and the locations of directional signage, are illustrated in **Figure 5.3-2**.

VTA Light Rail

The Great America VTA Light Rail Station and passenger queuing area is shown in **Figure 5.3-3**. As shown, the majority of light rail riders will enter and exit the light rail within the designated "Transit and Pedestrian Area" (i.e., the area along Tasman Drive between Convention Center Circle and Centennial Boulevard, closed to vehicle traffic) located north of the Stadium site on Tasman Drive. The Great America VTA Light Rail Station platform is loaded from the existing west end access for westbound only. Eastbound passengers will use a new "Event Only" platform south of the eastbound track. The platform for westbound trains will load from the west end of the platform, via the east crosswalk of the Convention Center Circle / Tasman Drive intersection. Westbound passenger queuing will occur on-street, within the closed section of eastbound Tasman Drive. The platform for eastbound trains will load from the center of the platform, and at the east side of the platform. Eastbound passenger queuing will also occur on-street, within the closed section of eastbound Tasman Drive. VTA light rail queuing areas will be separated by stanchions and signage (identifying where to stand) placed to ensure orderly boarding of trains in both directions. All stanchions and signage will be implemented by Stadium Management staff six hours prior to the start of an event, and removed after Stadium departure has concluded.

As many as 220 passengers per minute will be able to access the westbound platform, and 400 passengers per minute for the eastbound platform. Based on an expected 7.5-minute service frequency after the conclusion of an event, a maximum of 2,024 passengers are expected to queue for westbound trains, and 1,850 passengers for eastbound trains. Also, although most light rail patrons will utilize the closest station to Great America, the potential exists for riders to attempt to exit one stop east or west prior to reaching the Stadium. As alighting one station from the Stadium will result in increased delay for VTA trains, and will disrupt planned signalization approaching the Stadium, the Lick Mill and Old Ironsides VTA stations can be closed during events. Thus, additional signage will be added at the Lick Mill and Old Ironsides VTA stations and on VTA trains to notify riders of the temporary closure of these two stations.

VTA Supplemental Bus Routes

VTA will operate new event-day only bus services, connecting other high-volume locations in the south bay directly with the Stadium. Supplemental Route 251 (Fremont BART) will unload passengers on southbound Great America Parkway, between Tasman Drive and Bunker Hill Lane. Pedestrians walking between the Supplemental Route 251 deboarding stop and the Stadium will use the sidewalk along the west side of Great America Parkway, the sidewalk along the north side of Tasman Drive, and the pedestrian-only zone along Tasman Drive. Route 252 (Vallco) will unload passengers on northbound Great America Pkwy. near Old Glory. Pedestrians walking to the Stadium from this stop would walk on the east side of Great America Pkwy. and the south side of Tasman into the pedestrian zone. The remaining three Supplemental Routes will load and unload passengers east of the Stadium along Tasman Drive, between Calle Del Sol and Lick Mill Boulevard. Pedestrians walking between this deboarding area and the Stadium will use the sidewalk along the south side of Tasman drive, and the pedestrian-only zone along Tasman Drive. The locations of VTA supplemental bus loading and unloading areas are illustrated in **Figure 5.3-4**.

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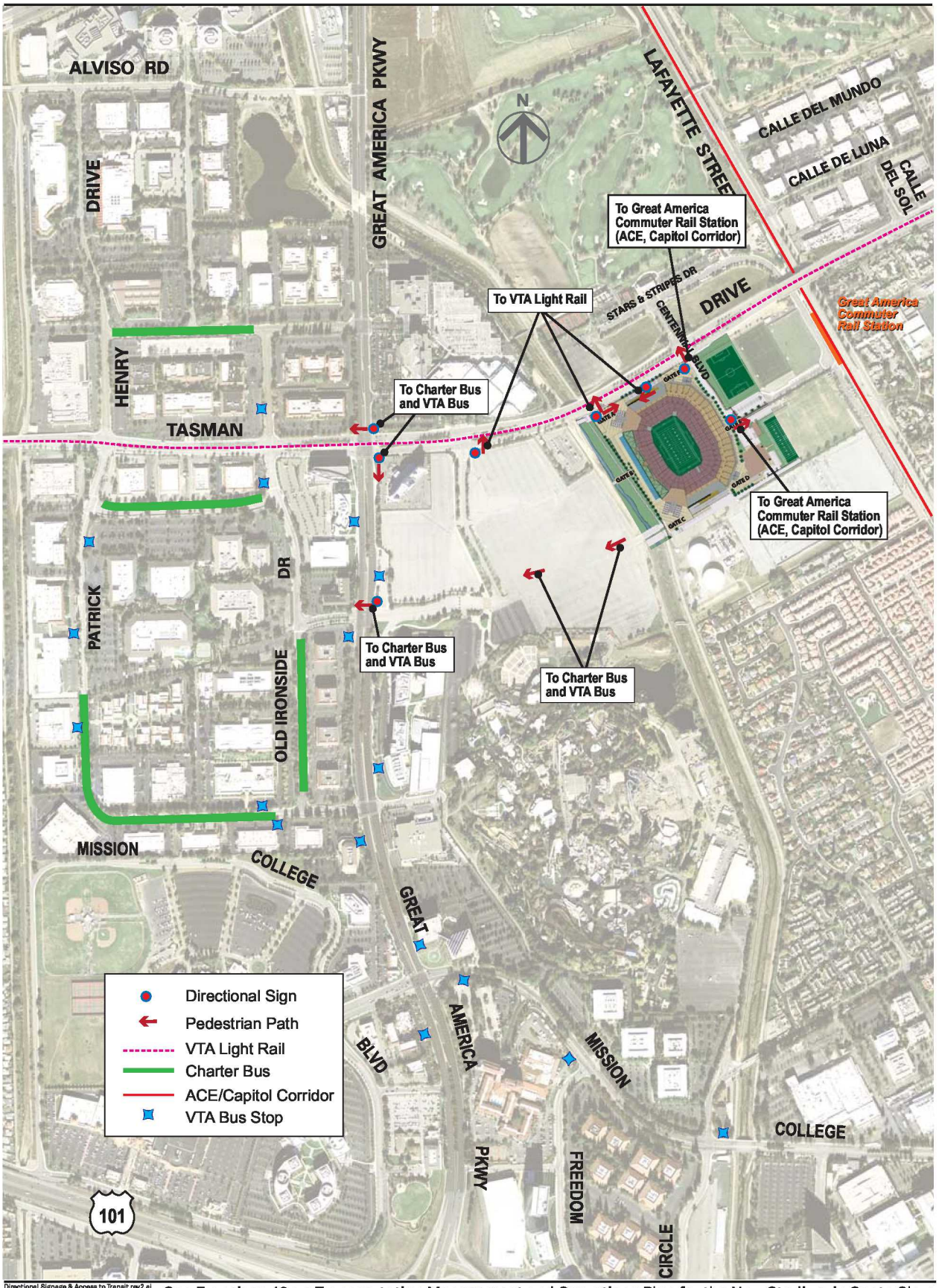


Directional Signage & Access to Transit rev2.ai

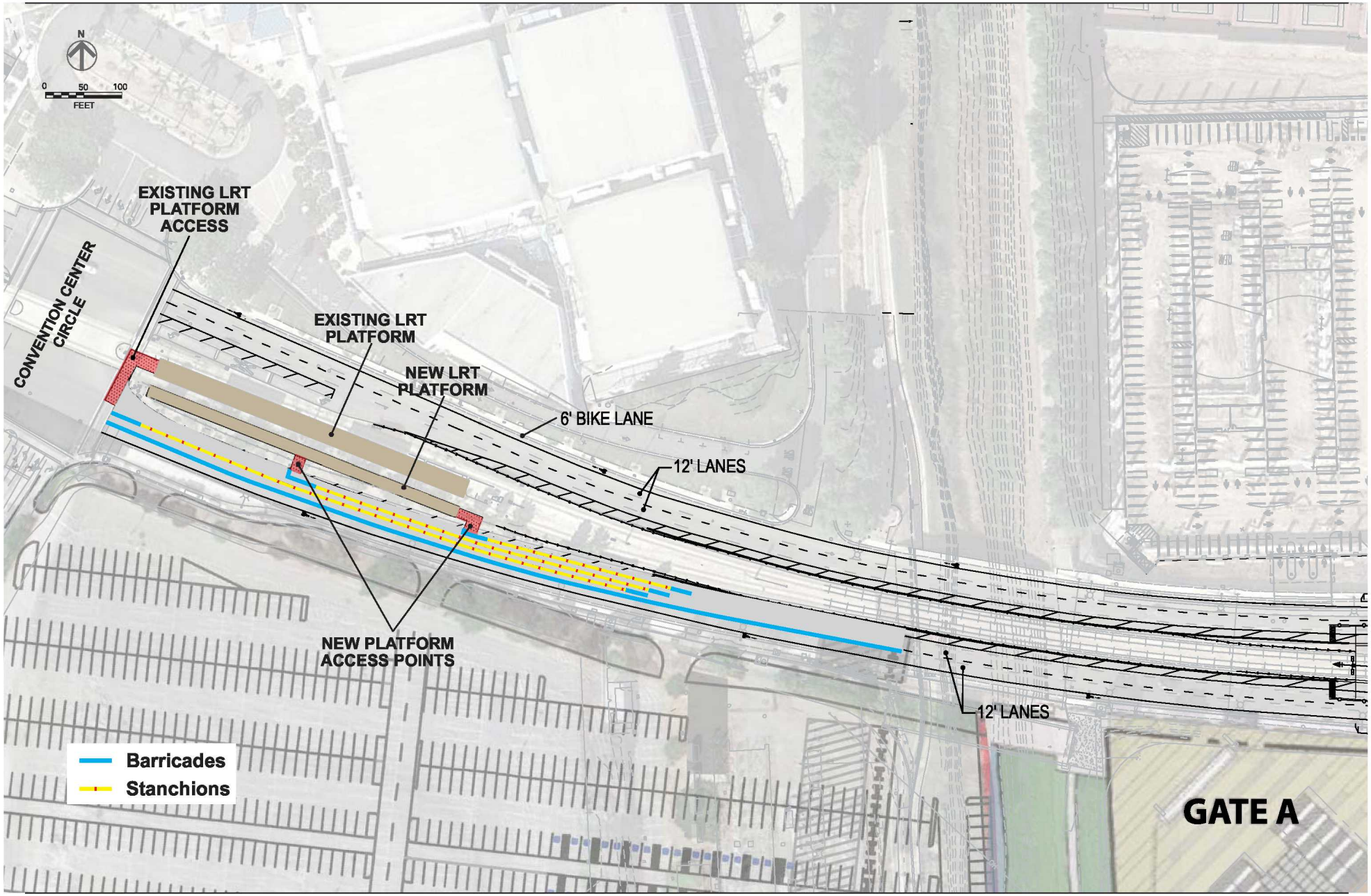
San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-2

Directional Signage and Access to Transit

4/24/2014

AECOM



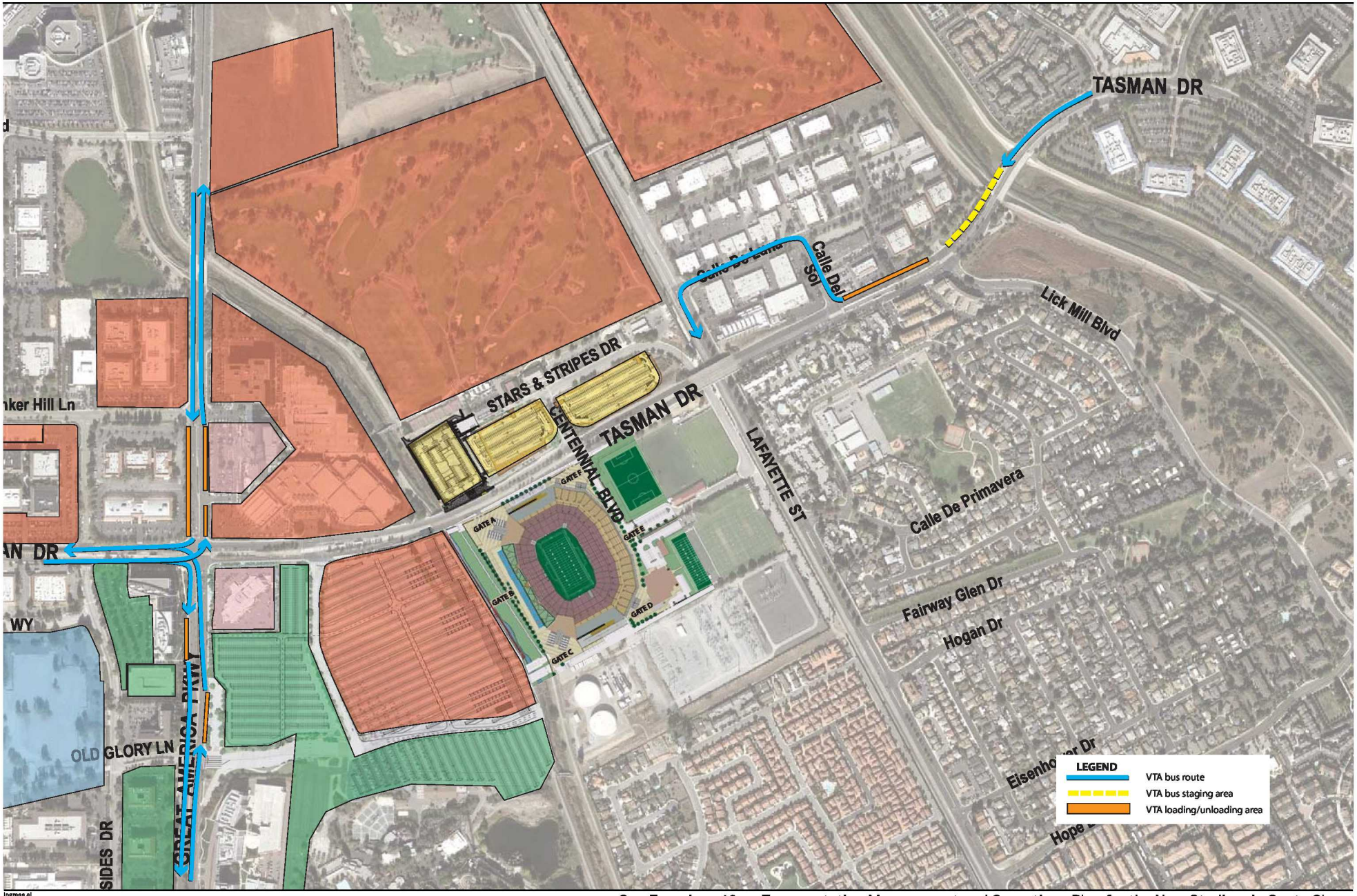
San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-3

Great America Light Rail Station Platform Queuing Area

4/29/2014

AECOM



San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-4

VTA Supplemental Bus Route Staging Area on Event Days

4/24/2014

ACE / Capitol Corridor

The Great America Commuter Rail station and passenger queuing area is shown in **Figure 5.3-5**. As shown, ACE and Capitol Corridor patrons will access the station either by walking along Tasman Drive, along Stars & Stripes Drive, or by walking along the new pedestrian pathway along the north edge of the 49ers Training Facility east of the Stadium to the cul-de-sac on Stars & Stripes Drive. Capitol Corridor passenger queuing will occur along the east sidewalk on Stars and Stripes Drive, from the northern end of the platform to the center of the platform. ACE passenger queuing will also occur along the east sidewalk on Stars and Stripes Drive, from the center of the platform to the southern end of the platform. The two queuing areas will be separated by stanchions and signage (identifying where to stand) placed to ensure orderly boarding of trains in both directions. All stanchions and signage shall be implemented six hours prior to the start of an event, and will be removed after Stadium departure has concluded.

Charter Bus

Charter bus staging areas are shown in **Figure 5.3-6**. Charter buses will be staged on Democracy Way with space for approximately 41 buses, Bunker Hill Lane with space for approximately 16 buses, and overflow along Old Ironsides Drive (between Old Glory Way and Patrick Henry Drive) and Patrick Henry Drive (between Old Ironsides Drive and Democracy Way) with enough space for approximately 97 buses to park. All charter buses will enter and exit the staging area via Tasman Drive from the west. Once parked, the charter buses will stay in place throughout the duration of a game, and only depart once all passengers have returned to the bus they in which they arrived. Based on historical data from Candlestick Park, over 90 percent of charter buses will arrive within two hours of the start of a game, and all charter buses will depart within two hours of the completion of a game. As shown in **Figure 5.3-6**, charter bus patrons will access the staging area from Old Glory Lane, Old Ironsides Drive, and Tasman Drive. Traffic officers will control the pedestrian crossings at the Great America Parkway / Old Glory Lane and Old Ironsides Drive / Tasman Drive intersections.

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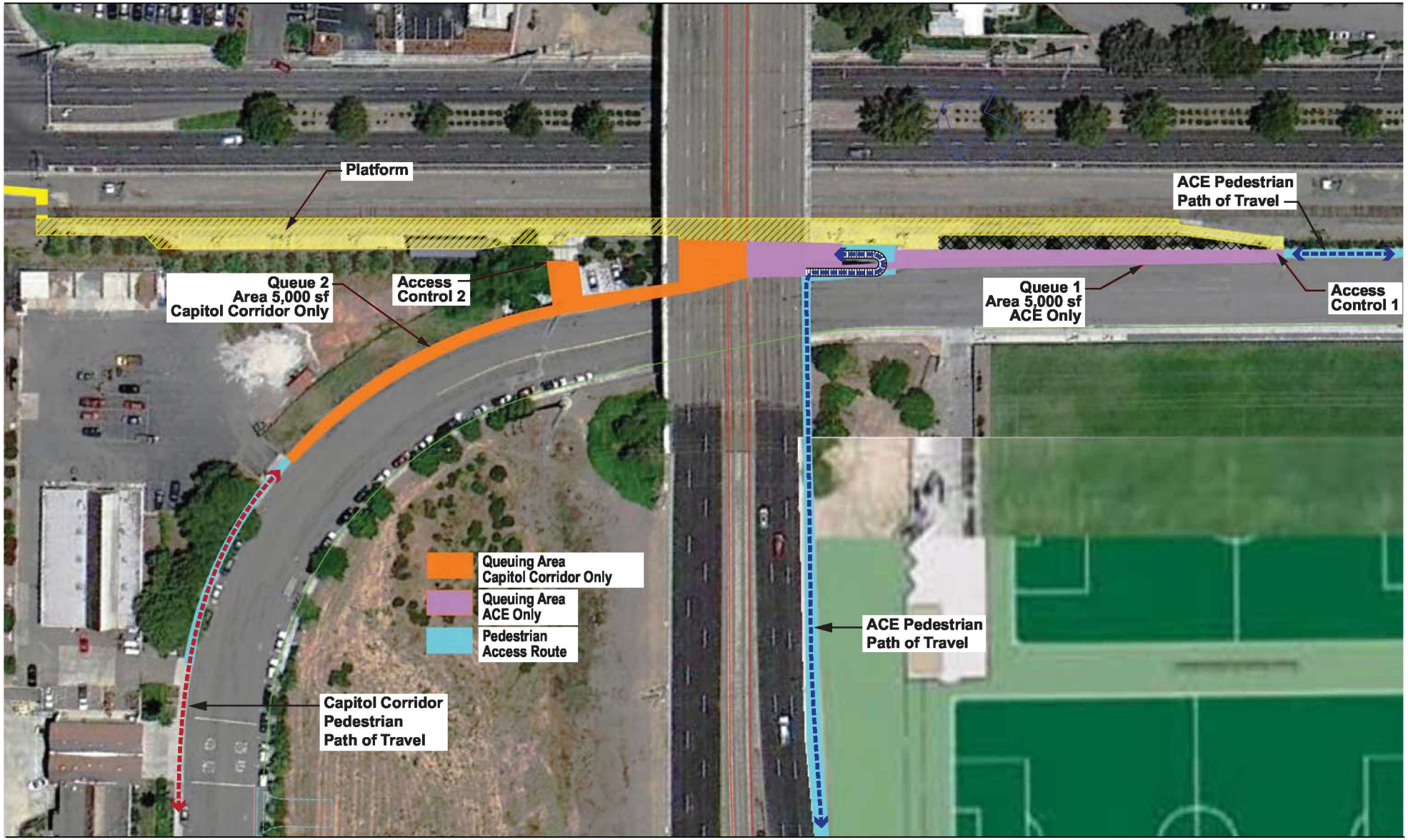

San Francisco 49ers Transportation Management and Operations Plan for a New Stadium in Santa Clara

Figure 5.3-5

Great America Commuter Rail Station Platform Configuration

1/9/2013

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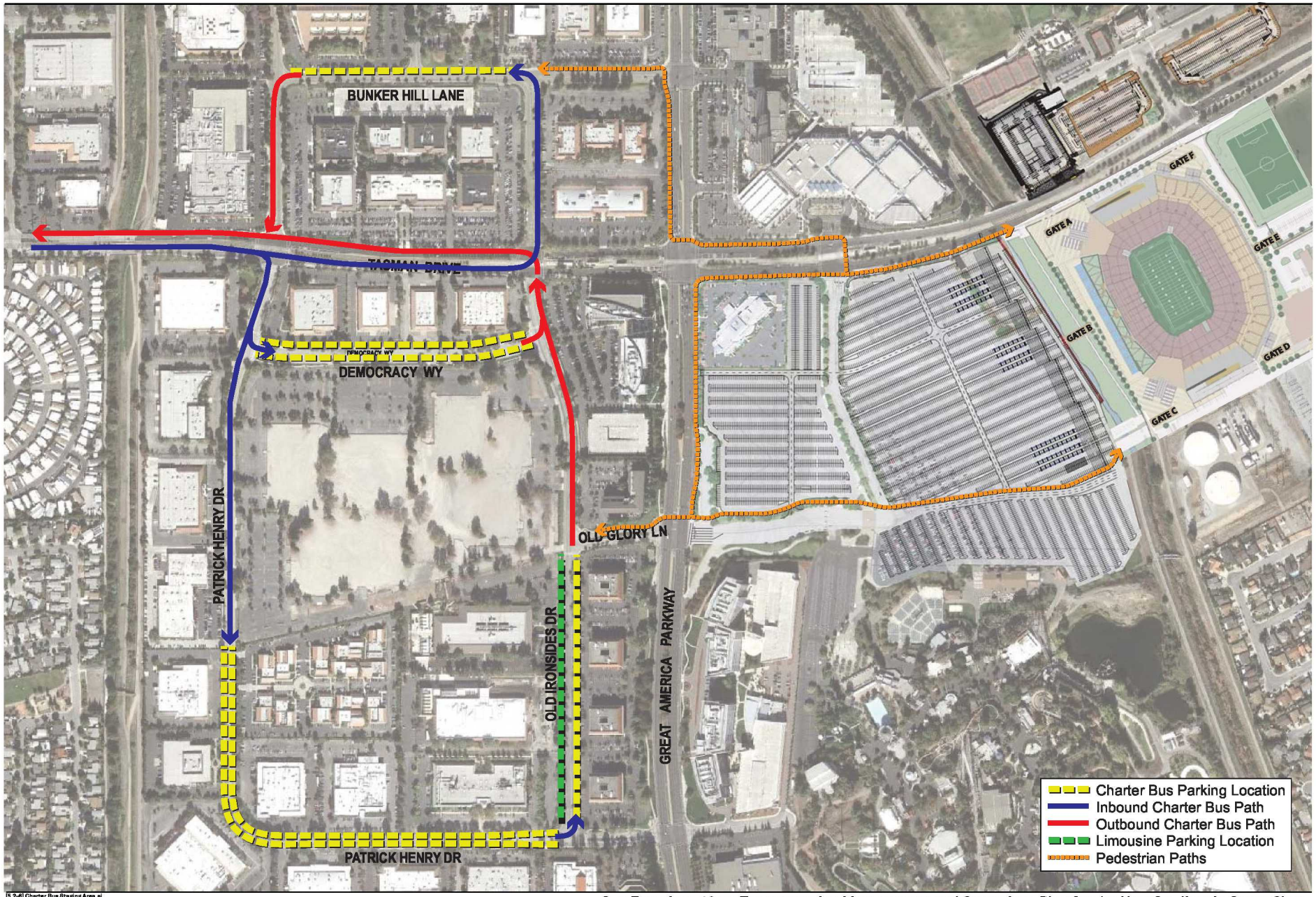

[5.2-6] Charter Bus Staging Area.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-6

Charter Bus Staging Area on Event Day

4/24/2014

5.3.3 Access to Parking

Access to parking facilities may require pedestrians to cross traffic one or more times, or in some cases, not at all. The conflict points will be located at signalized intersections with crosswalks. Pedestrians will be able to access the event day parking facilities in the following ways:

- *Great America Main Parking Facilities* – Pedestrians traveling to the Stadium from Red Lot 1 or Green Lot 1 will utilize one of the pedestrian bridges across San Tomas Aquino Creek.
- *Off-Site Parking Northeast of Stadium* – Pedestrians traveling northeast of the Stadium will travel along Tasman Drive and will not encounter conflicts with vehicular traffic.
- *Off-Site Parking Northwest of Stadium* – Pedestrians traveling to parking areas northwest of the Stadium will cross Great America Parkway at either Tasman Drive or Bunker Hill Lane.
- *Off-Site Parking West of Stadium* – Pedestrians traveling to parking areas west of the Stadium will cross Great America Parkway at Old Glory Lane.
- *Off-Site Parking South of Stadium* – Pedestrians traveling to parking areas south of the Stadium will cross Great America Parkway at Old Glory Lane, and walk along the west sidewalk of Great America Parkway.

Each of these general parking areas are identified in **Figure 5.3-7**. Detailed pedestrian paths to each parking facility is shown in **Figure 5.3-8**.

Crowded conditions are to be expected for each path during peak periods. To further facilitate pedestrian traffic, a new pedestrian crossing is provided on Tasman Drive and three additional pedestrian-only bridges have been constructed over San Tomas Aquino Creek south of Tasman Drive.

It should be noted that on event days, security screening stations shall be placed ahead of all Stadium pedestrian access points to screen all patrons for unpermitted items. No Stadium patrons will be permitted into the Stadium without first passing through a security screening station. All security screening stations will be placed six hours prior to the start of an event, and removed mid-game in order to maximize pedestrian flow away from the Stadium during the egress period. The Stadium's security perimeter is shown on **Figure 5.3-9**.

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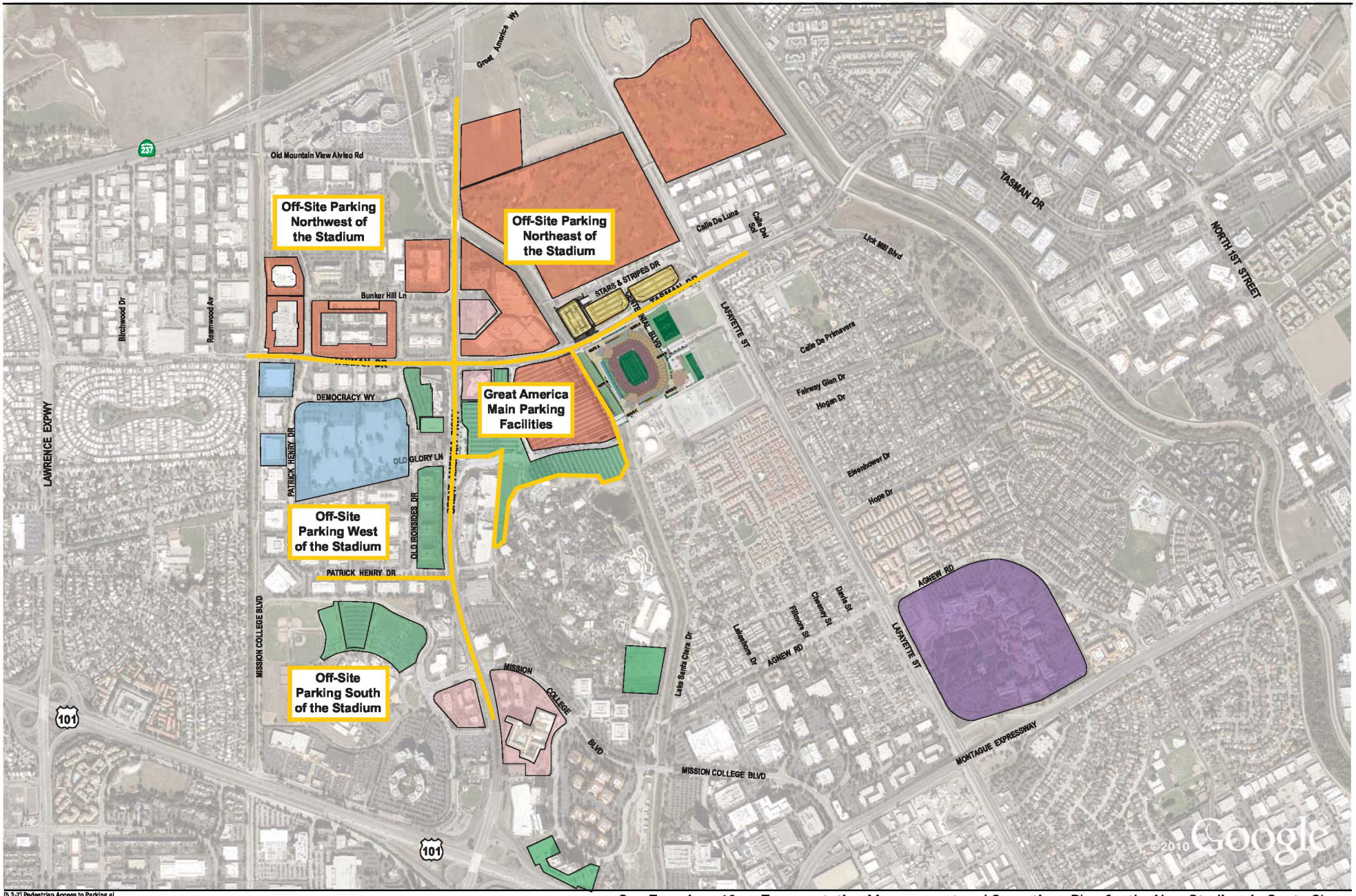

[5.3-7] Pedestrian Access to Parking.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-7

General Parking Areas

4/24/2014

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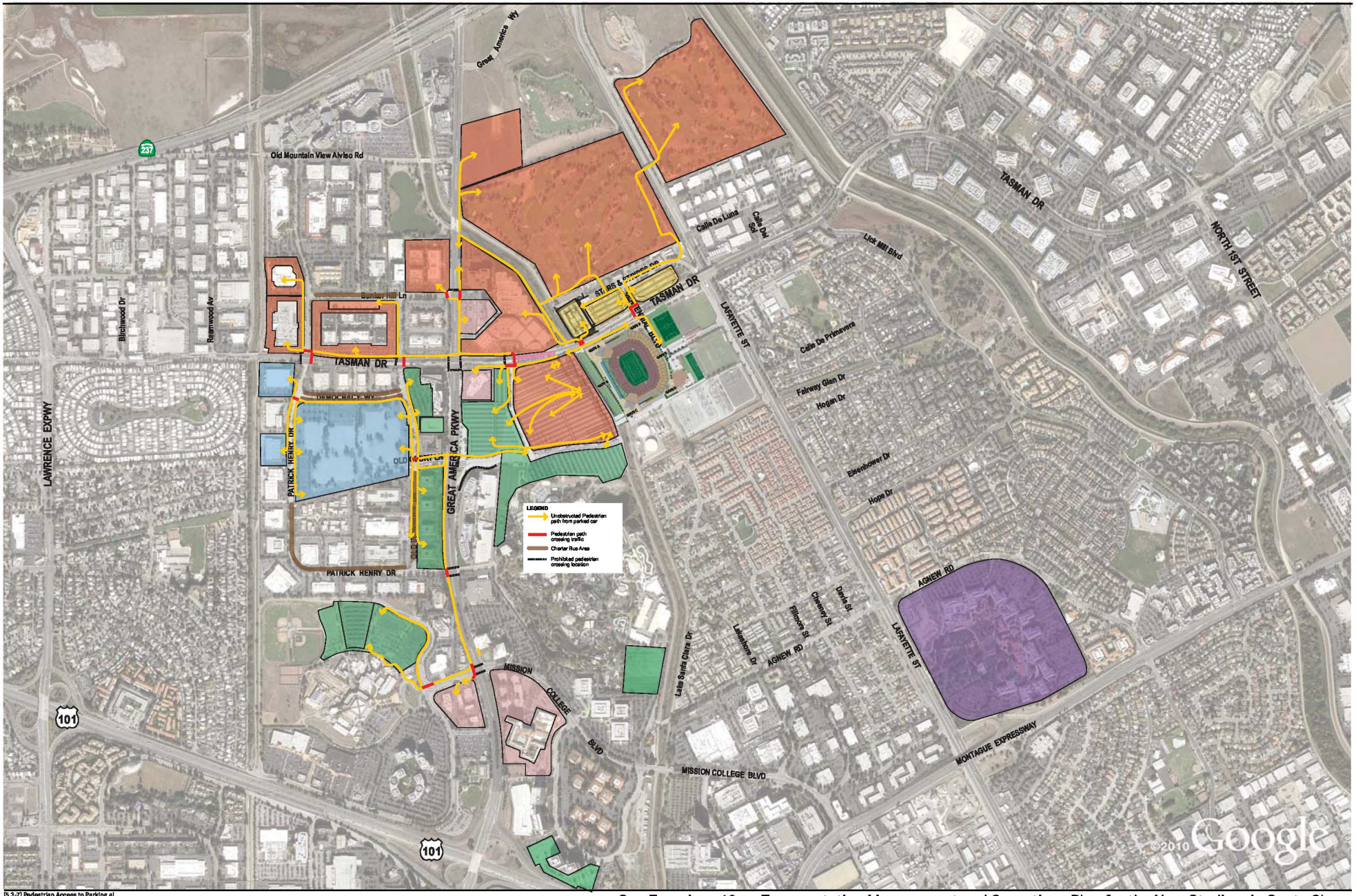

[5.3-7] Pedestrian Access to Parking.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-8

Detailed Pedestrian Access to Parking Facilities on Event Days

4/24/2014

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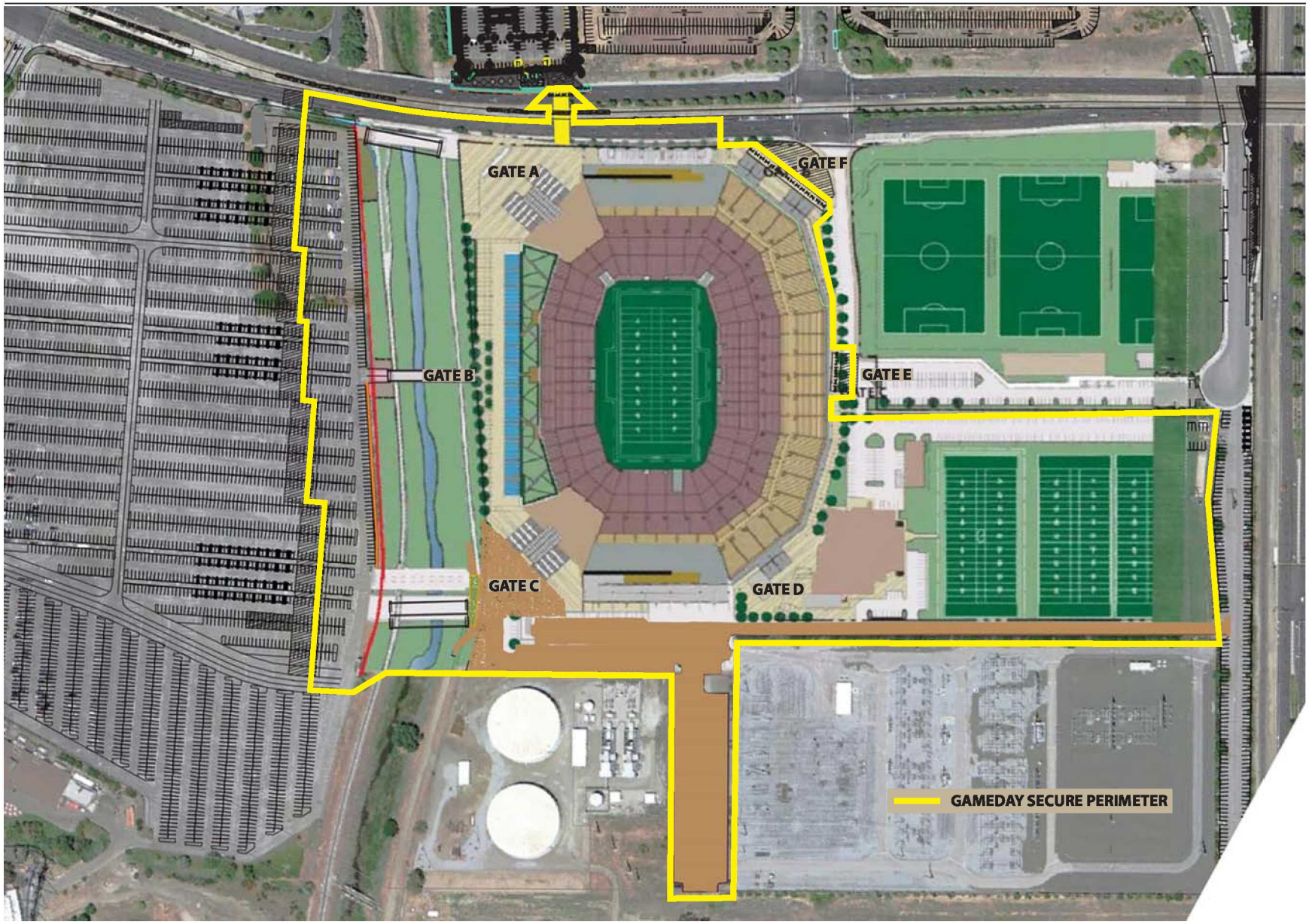

Stadium Security Perimeter rev3.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-9

Stadium Security Perimeter

2/6/2013

Pedestrian Crossing Areas

Designated crossing areas will be placed at locations so pedestrians can travel to and from parking facilities with a minimal number of roadway crossings. Officers will be located at many of these crossing area locations to assist should any conflicts between vehicles and pedestrian occur. Additionally, pedestrian crossing of roadway or transit rights-of-way will occur at officer-monitored locations, or at intersections with pedestrian signals.

Some locations may include a street crossing prohibition (signage or fencing) in order to minimize conflict points between pedestrians and vehicles, and to focus pedestrians into the safest crossing areas. In these cases, signage will be posted to alert pedestrians regarding prohibited crossing areas, or officers will be directing pedestrians to use designated sidewalks and crosswalks. These locations include:

- Great America Parkway / SR 237 Ramps: North crosswalk, south crosswalk;
- Great America Parkway / Great America Way: North crosswalk, south crosswalk;
- Great America Parkway / Old Mountain View Alviso Road: South crosswalk;
- Great America Parkway / Bunker Hill Lane: North crosswalk;
- Great America Parkway / Tasman Drive: South crosswalk, east crosswalk, west crosswalk;
- Great America Parkway / Old Glory Lane: East crosswalk;
- Great America Parkway / Patrick Henry Drive: North crosswalk, south crosswalk;
- Great America Parkway / Mission College Boulevard: North crosswalk, south crosswalk;
- Patrick Henry Drive / Tasman Drive: West crosswalk;
- Old Ironsides Drive / Tasman Drive: West crosswalk;
- Convention Center Circle / Tasman Drive: West crosswalk;
- Fenced Tasman Drive median between Convention Center Circle and Centennial Boulevard;
- Calle Del Sol / Tasman Drive: East crosswalk, west crosswalk; and
- Lick Mill Boulevard / Tasman Drive: East crosswalk, west crosswalk.

Residential Area Intrusion

Based on the locations of the off-site parking areas and transit stations relative to the Stadium, as well as enforced parking prohibitions within residential areas, and given that pedestrians will choose to take the most direct route to/from the Stadium, it is unlikely that pedestrians will travel through residential areas. Officers will be stationed on either end of Agnew Road, between Mission College Boulevard and Lafayette Street to insure that Stadium-bound cars do not enter and park in the neighborhood. Should local residents have any issue with pedestrian cut-through traffic, signage will be posted at neighborhoods to alert Stadium patrons that residential areas are to be avoided, and to explain that they do not provide quicker paths to the Stadium, parking facilities, or transit facilities. Further, the signage will include the Stadium Operations Liaison's telephone number, should residents want to speak with someone personally to offer input. Based on findings, including feedback from area residents, adjustments to the TMOP will be proposed.

5.3.4 ADA Access

A conscious and ongoing effort will be made to accommodate all fans, including those living with disabilities. The primary supply of ADA parking for the Stadium will be provided within Red Lot 1, comprising a total of 200 spaces. As the legal requirement reserves one percent of the available parking spaces per lot or garage for the vehicles of individuals living with disabilities, the total of 200 ADA parking will be sufficient to meet ADA parking requirements for all patrons expected to arrive at the Stadium by automobile. However, it should be noted that existing ADA

parking spaces within off-site lots contracted for event use will also be available. Additionally, it should be noted that Blue Lot 1 and Green Lot 4 will serve as an additional parking supply for disabled patrons.

Further, a total of 130 ADA parking spaces will be provided in lots designated specifically for Great America Theme Park use. On days when the Theme Park is in operation during a Stadium event, it is possible that some percentage of this surplus may be used as overflow ADA parking for the Stadium. On days when the Theme Park is not in operation, the 130 ADA parking spaces will be added to the total of 200 ADA parking spaces, allowing for an overall ADA parking supply of 330 spaces within Red Lot 1. Motorized carts will shuttle patrons between the 130-space ADA parking area and the Stadium security perimeter.

Supplemental Mobility Shuttle

Patrons intending to use ADA parking spaces not located within Red Lot 1 or Green Lot 1 will be encouraged to park within Blue Lot 1 and Green Lot 4. As noted, Blue Lot 1 and Green Lot 4 will serve as an additional parking supply for disabled patrons. Additionally, Blue Lot 1 and Green Lot 4 will serve as the Stadium's ADA paratransit pick-up and drop-off location. Disabled patrons parking in Blue Lot 1 or Green Lot 4, or arriving by ADA Paratransit, will be served by a supplemental shuttle offering a direct connection to the Stadium entrance. The supplemental shuttles will be similar to golf carts, and will transport Stadium patrons with special needs from Blue Lot 1 and Green Lot 4 to the Stadium. Additionally, Stadium patrons with special needs parked within Red Lot 1 or Green Lot 1 will receive shuttle service to the Stadium entrance if needed. Shuttle service will be available beginning 1.5 hours prior to event time, with the last drop off occurring one hour following the conclusion of each event.

On-Demand VTA Paratransit Shuttles

Paratransit is an alternative mode of flexible passenger transportation that does not follow fixed routes or schedules. This demand-responsive transport service will offer on-demand, call-up, door-to-door service from any origin within the Stadium service area to/from the Blue Lot 1 or Green Lot 4 pick-up/drop-off zones, where passengers will transfer to the Stadium's supplemental mobility shuttle to reach the Stadium entrance. Stadium patrons with special needs who require paratransit services will call the Paratransit dispatcher to schedule a pick-up. Both the paratransit route to and from Blue Lot 1 and Green Lot 4, as well as the supplemental shuttle routes to the Stadium, are illustrated in **Figure 5.3-10**.

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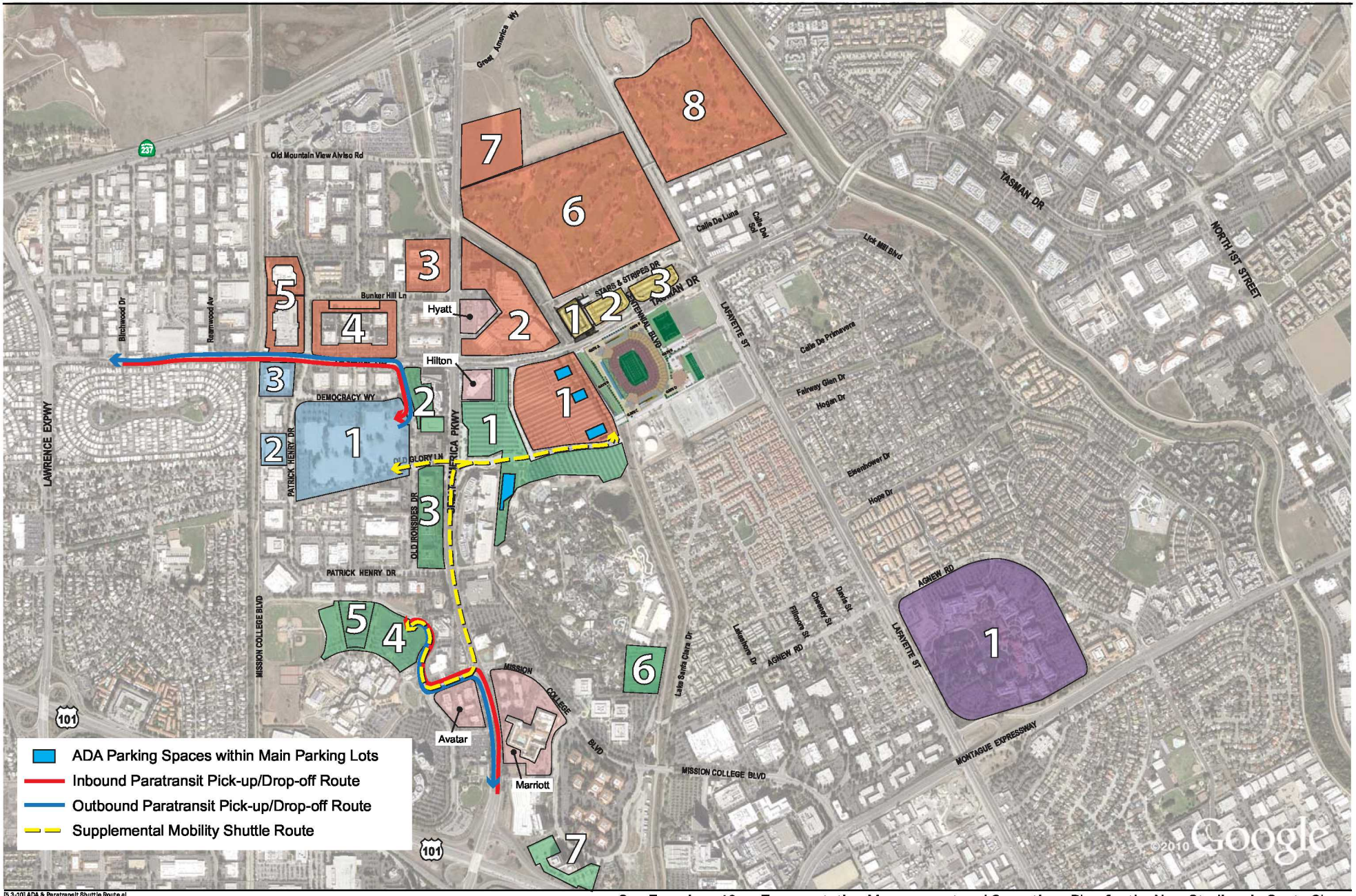

[5.3-10] ADA & Paratransit Shuttle Route.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.3-10

Paratransit and Pick-up / Drop-off Routes, and Supplemental Mobility Shuttle Route

4/24/2014

5.4 Bicycle Access

5.4.1 Access Routes

Bicyclists are expected to access the Stadium by way of automobile ingress and egress routes, or via bicycle designated trails and facilities (i.e. the adjacent San Tomas Aquino Creek Trail). In the vicinity of the Stadium, there are several Class I and Class II bicycle facilities.

- San Tomas Aquino Creek Trail is a major north/south, paved, Class I (off-road) bikeway stretching from the central Santa Clara to Sunnyvale/Baylands Park, which intersects with Tasman Drive at the northwest corner of the Stadium. Currently, it is nearly continuous from the Bay Trail to El Camino Real as a multi-use trail for bicycles and pedestrians. South of El Camino Real, the trail is an on-street bicycle route with marked bicycle lanes along the streets. A Spur Trail to Homestead Road is under various stages of design and construction. The Creek Trail is only accessible during daylight hours in the vicinity of the Stadium.
- Guadalupe River Trail is a major north/south, Class I (off-road) bikeway that provides direct access to/from Downtown San Jose and many outlying neighborhoods and intersects with Tasman Drive approximately 0.5 miles east of the Stadium. The Guadalupe River Trail is only accessible during daylight hours in the vicinity of the Stadium. The path is an 11 mile long multi-use trail for bicycles and pedestrians that runs along the banks of the Guadalupe River. Currently, it is composed of three discontinuous segments:
    - The "Upper Guadalupe River Trail" section links to three other trail systems (River Oaks Pathway, Los Alamitos Creek Trail, and Ryland Parkway Trail). The trail's southern section is paved and runs from its southern terminus at Almaden Lake Park (at Colemen Road) to Chynoweth Avenue.
    - The paved trail resumes just south of Interstate 280 (I-280) at the intersection of Virginia and SR 87 and continues northward and ends just north of the Interstate 880 (I-880) undercrossing.
    - The "Lower Guadalupe River Trail" section connects with the Highway 237 Bikeway. This section is unpaved (gravel) and continues along the border of San Jose International Airport and terminates near the corner of Gold Street and SR 237 in the Alviso neighborhood.
- Great America Parkway is a north/south, Class II (signed and striped) bikeway that provides direct access to/from central Santa Clara and SR 237. The bicycle lane runs along Great America Parkway from Chromite Drive to SR 237. It connects with Lafayette Street south of SR 237 via Great America Way before continuing to its northern terminus, north of SR 237, where it connects via the Gold Street Connector. The Class II bikeway intersects with Tasman Drive at the northwest corner of Red Lot 1.
- Lafayette Street is a north/south Class II bikeway. The on-street, signed and striped bicycle lane runs along Lafayette Street from Agnew Street to its northern terminus, north of SR 237. It connects with Great America Parkway south of SR 237 via Great America Way before continuing to its northern terminus, north of SR 237, where it connects via the Gold Street Connector. The Class II bikeway intersects with Tasman Drive at the northwest corner of Red Lot 1.
- North 1st Street is a north/south Class II bikeway. The on-street, signed and striped bicycle lane runs along N 1st Street from E Brokaw Road/Airport Parkway to its northern terminus, south of SR 237, at Great America Way. It connects with the "Upper Guadalupe River Trail" to the south via Airport Parkway, and connects with "Lower Guadalupe River Trail" to the north via Great America Way. The Class II bikeway intersects with Tasman Drive approximately 1.5 miles east of the Stadium.
- Tasman Drive/Great Mall Parkway/Capitol Avenue is a Class II bikeway that runs along the north side of the Stadium in the east/west direction. The bicycle lane crosses "Lower Guadalupe River Trail" and continues

as Great Mall Parkway to the South Main Street intersection. It runs in the north/south direction and continues as Capitol Avenue to its southern terminates at East Capitol Expressway near the Alum Rock Transit Center.

- John W. Christian Greenbelt Trail/Prestcott is a discontinuous Class I and Class II bikeway that runs in the east/west direction from Duncan Avenue/Garner Avenue, near Moffet Park Station, to Calabazas Creek Trail, a Class I bikeway that connects with Great America Parkway via the Old Mountain View-Aviso Trail to the north. The Great America Parkway bikeway intersects with Tasman Drive at the northwest corner of Red Lot 1.

Bicycle facilities in the vicinity of the Stadium are illustrated in **Figure 5.4-1**.

Bicycle Traffic Diversions

The San Tomas Aquino Creek Trail currently runs between the Stadium, and the location where security screening stations are to be placed on event days. As such, during certain large events (i.e., more than 20,000 patrons), traffic on the San Tomas Aquino Creek Trail will be diverted in order to ensure the integrity of the Stadium's security perimeter. This temporary path diversion will send northbound traveling bicyclists east along Agnew Road, north along Lakeshore Drive, east along Gianera Street, north along the off-street pedestrian and bicycle path at the Gianera Street terminus, north through the VTA Parking Lot, northwest along Stars and Stripes Drive, connecting to the path between the parking structure and the tennis courts, up to the footbridge adjacent to the driving range, where bicyclists will be able to reconnect with the San Tomas Aquino Creek Trail. Bicyclists traveling southbound along the creek trail will use the same diversion, in reverse order. The Creek Trail detour is shown in **Figure 5.4-2**.

The Creek Trail diversions will have multiple wayfinding signs for the Trail users' convenience. The Stadium Manager will work with the Santa Clara Police Department to schedule the closure of the Trail as late as possible before an event and reopen the Trail as soon as possible after the event. Closure of the Creek Trail for events of less than 20,000 attendees is at the discretion of the Santa Clara Police Chief, in cooperation with the Department of Public Works.

Tasman Drive will be closed to vehicles from Convention Center Circle to Centennial Boulevard during large events. Tasman will not, however, be closed to pedestrian or bicycle traffic, enabling commuters and other cyclists to pass through the Stadium area. For safety reasons, cyclists will likely be required to walk their bikes in pedestrian zones at certain peak times, perhaps causing some inconvenience for cyclists, but not prohibiting their passage into or through the area. All major intersections in the area will be controlled by police and standard traffic laws (including the prohibition of bicycle riding on sidewalks, or against traffic) will be in effect.

5.4.2 Bicycle Parking

Bicycle parking will be provided within Red Lot 1. For events exceeding 20,000 attendees, a bicycle valet service shall be provided that includes a dedicated, bicycle storage area with valet service for visitors, to the satisfaction of the Director of Public Works. The bicycle storage area shall provide enough space to house a minimum of 750 bicycles. An additional 500 bicycle parking may be provided within Red Lot 6 (should bicycle parking demand warrant it), increasing the Stadium's bicycle parking capacity to 1,250 bicycle parking spaces. As shown in **Figure 5.4-3**, the two designated bicycle parking facilities with attendants/bike valets and secured bicycle racks will be provided in Red Lot 1 and Red Lot 6. It is anticipated that the bicycle parking capacity will exceed the expected bicycle parking demand. Additional bicycle parking facilities may be available in the outer parking lots.

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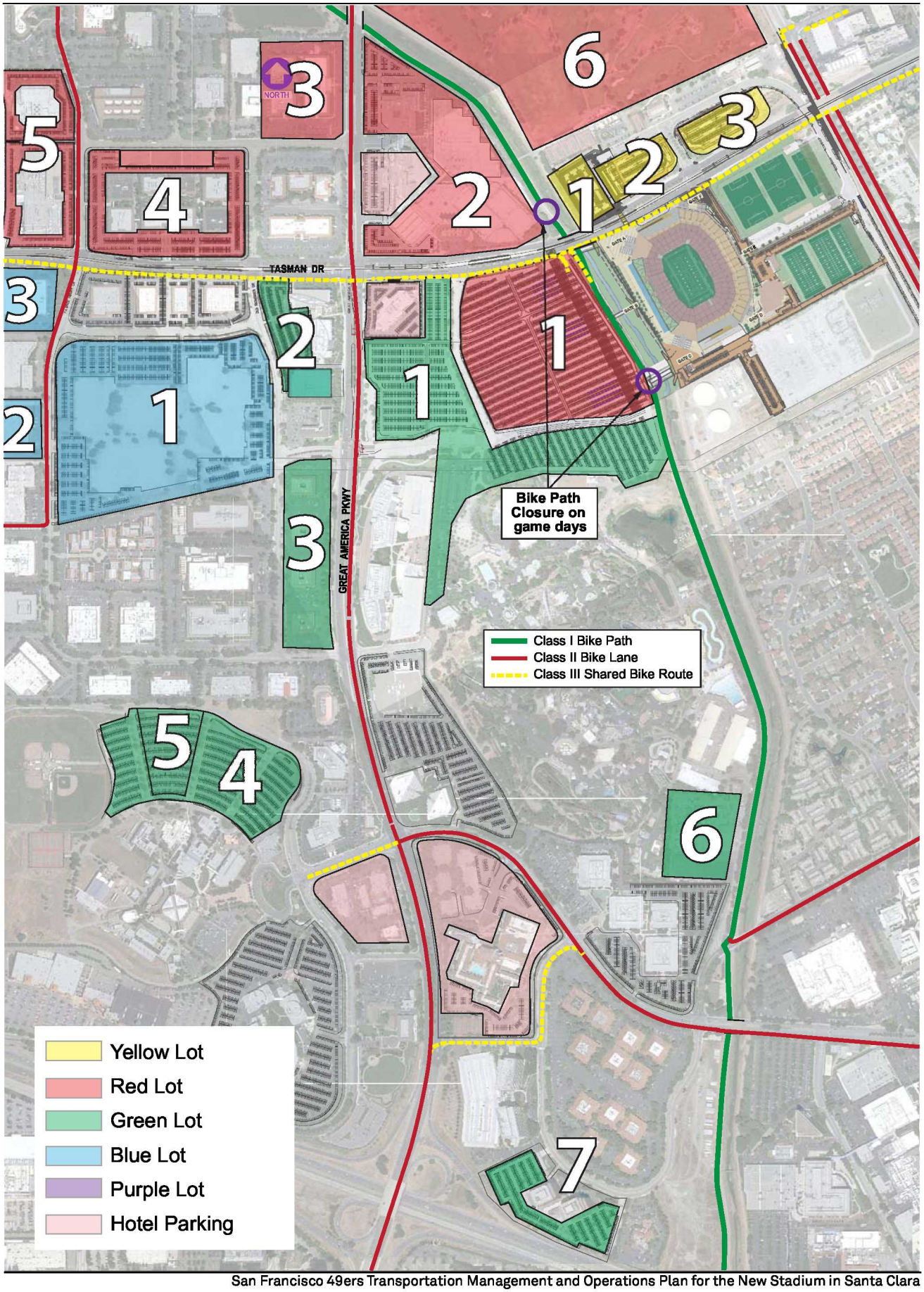

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.4-1

Bicycle Routes

5/21/2013

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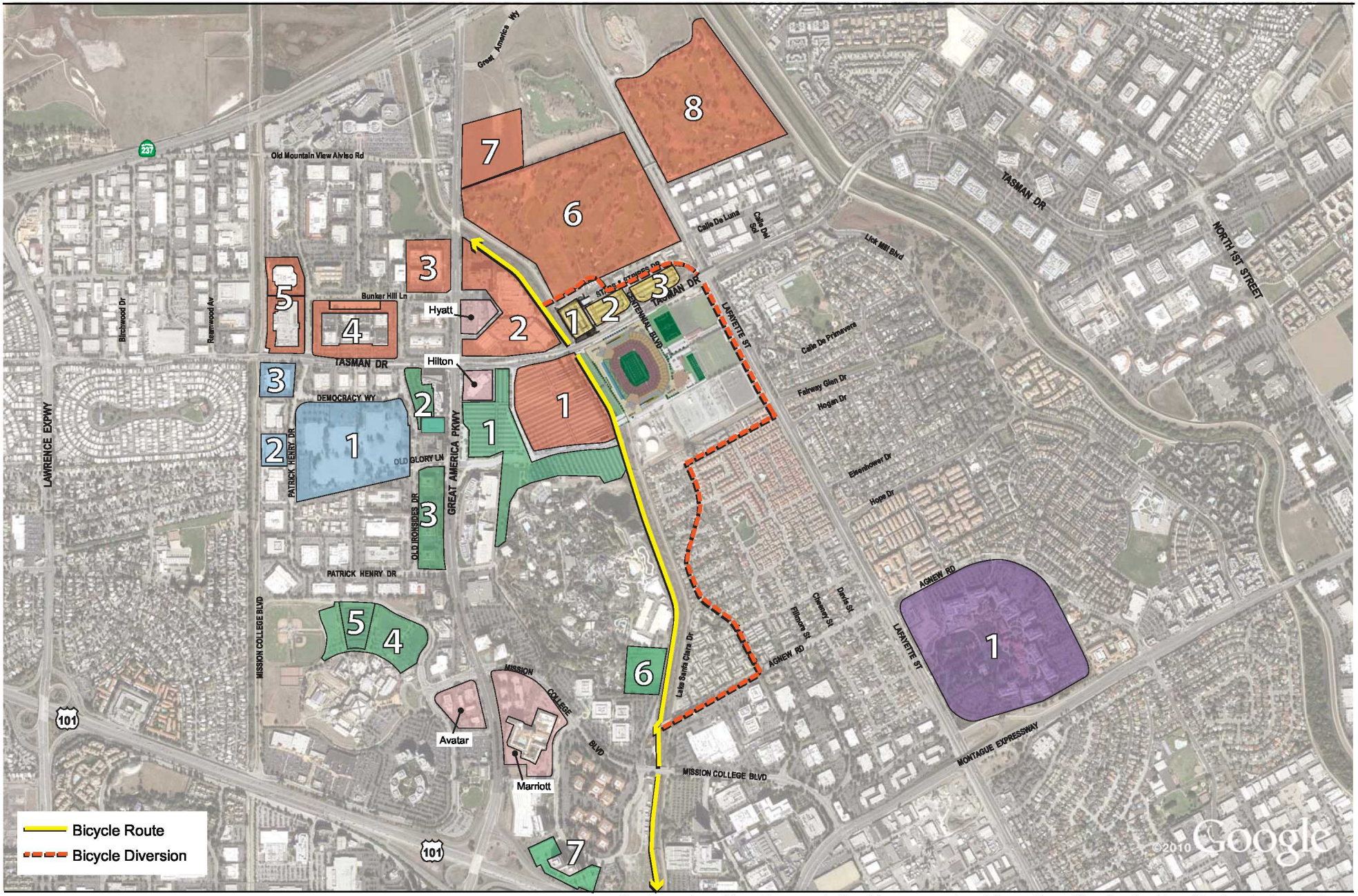


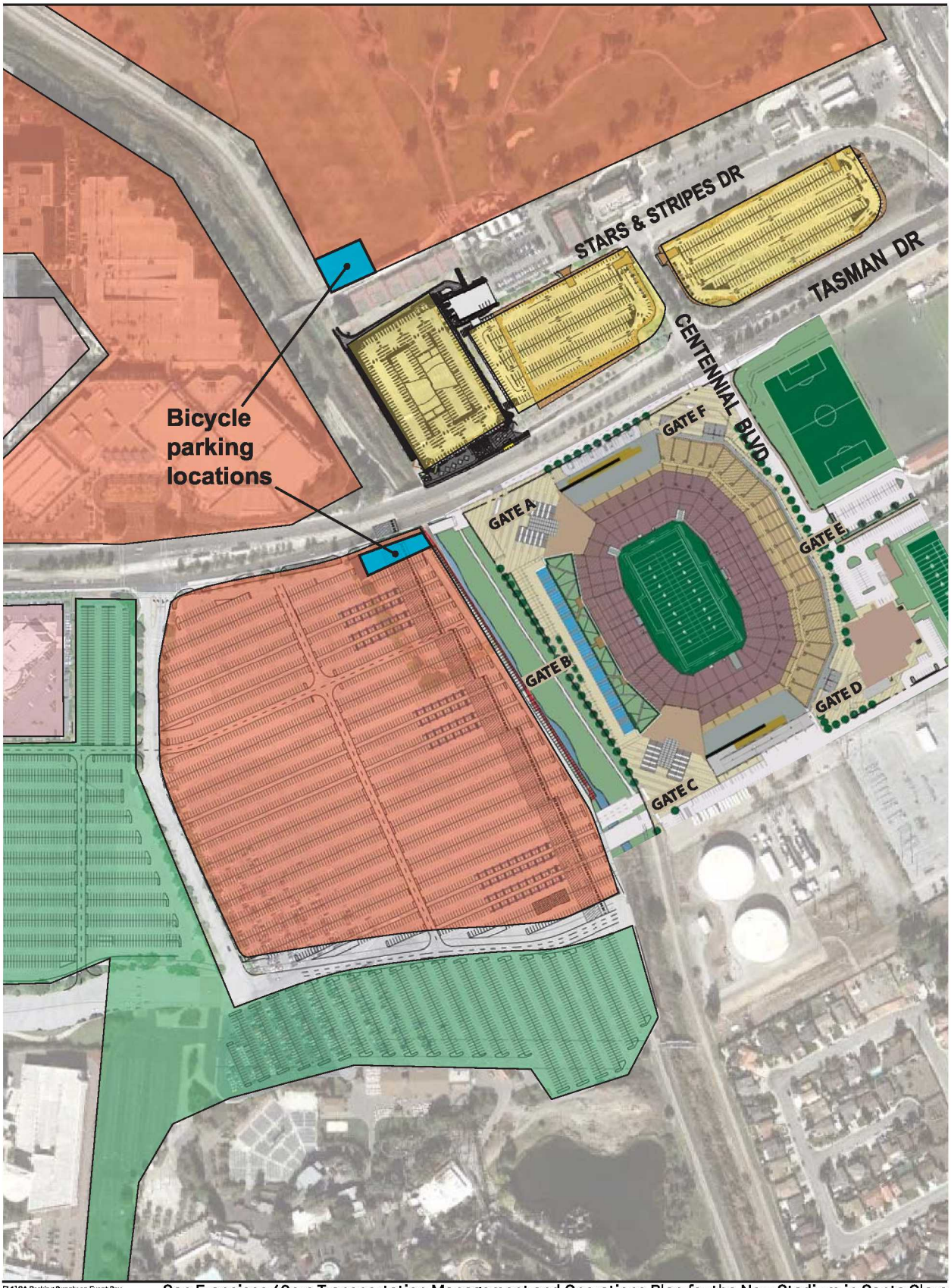
San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.4-2

Bicycle Diversions on Event Day

4/2/2014

AECOM



[7-1] GA Parking Supply on Event Day

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.4-3
Bicycle Parking Facilities

4/24/2014

5.5 Parking

5.5.1 Employee Parking

Stadium employees will be required to park in designated employee parking areas. The details of employee parking are as follows:

Employee Parking Areas

The employee event day parking demand, as estimated in the Transportation Management Plan, is summarized in **Table 5.5-1**.

Table 5.5-1: Employee Event day Parking Demand

Mode of Travel	Number of Employees	Total Employee Vehicles
Automobile (90%)	2,610	1,740
Transit (10%)	290	0
Total	**2,900**	**1,740**

Source: San Francisco 49ers, 2006; AECOM, 2014.

To meet this estimated demand, employees may utilize parking within the following parking facilities:

- The top two floors of Yellow Lot 1 (the City of Santa Clara Tasman Parking Garage located on the north side of Tasman Drive, directly across from the Stadium), including 615 parking spaces;
- Green Lot 6 (the Great America Theme Park parking lot), located southeast of the Great America Theme Park, including 749 parking spaces;
- Green Lot 7 (Santa Clara Towers parking facilities), located along Freedom Circle, including 400 parking spaces;
- Purple Lot 1 (Oracle parking lot), located southeast of the Lafayette Street / Agnew Road intersection, including 2,300 parking spaces;
- 49ers Training Facility parking lot, adjacent to the Stadium, including 195 parking spaces;
- Kaiser Permanente Santa Clara Medical Center parking facilities, located at the southwest corner of the Lawrence Expressway / Homestead Road intersection, including 400 parking spaces; and
- San Jose Earthquakes Stadium parking lot, located along Coleman Avenue, including 800 parking spaces.

It is expected that event day employee parking demand will be met by the 49ers Training Facility parking lot, Yellow Lot 1, Green Lot 6, Green Lot 7, and Purple Lot 1. Employees driving to and from parking facilities will follow the vehicular paths of travel defined in Section 5.1 for ingress and egress. The Stadium will be directly accessible from Yellow Lot 1 by way of a mid-block crossing on Tasman Drive. The Stadium is also directly accessible from the

49ers Training Facility parking lot, as it is located adjacent to the Stadium. From Green Lot 6, Green Lot 7, and Purple Lot 1, employees will reach the Stadium via employee shuttles, which will drop employees off at the Stars and Stripes Drive cul-de-sac, east of the Stadium.

For Stadium employees who choose to bike to the Stadium, bike racks will be provided at Gates A and F, 10 bike lockers and 10 bike racks will be provided near Gate E, and 40 bike lockers will be provided near Gate A. Employees using this bicycle parking facilities will have direct access to Stadium entry points, as each employee bicycle parking location will be directly adjacent to the Stadium.

Hours of Arrival and Departure

Per the *Transportation Management Plan for a New San Francisco 49ers Stadium in Santa Clara, CA* (AECOM, 2009), 95 percent of employees are expected to arrive over three hours in advance of a Stadium event, which is before the heavy ingress period for patrons of a given event. Also, employees will depart after the heavy egress period of a Stadium event has concluded. Thus, ingress and egress conflicts are not anticipated.

5.5.2 Patron Parking

Parking for patrons is to be provided in numerous locations, all within a reasonable walking distance to the Stadium. Approximately 19,000 parking spaces will be provided for patrons, approximately half of which will be located in parking facilities controlled by the City of Santa Clara. The remaining half of the parking supply will be provided off-site by permits with property owners for use on event days.

Patron Parking Areas

Patron parking will be provided in a number of surface parking lots and garages located in the vicinity of the Stadium. During event days, approximately 26,500 spaces are expected to be available for patrons across as many as 28 parking facilities surrounding the Stadium. As the estimated parking demand is approximately 19,000 spaces, the remainder of the parking supply is for contingency purposes should actual demand exceed estimated demand as a result of patron travel behavior (e.g., higher automobile mode shares) or other factors.

Season Ticket Holder Parking Areas

It is estimated that approximately 75 percent of all Stadium patrons during 49ers games will be season ticket holders, who will be assigned to specific parking lots through designated access routes, no matter their origin. For example, parking pass holders parking in Red Lot 1 will need to access this lot via a certain route, regardless of whether their origin is north, south, east, or west of the Stadium. All parking lots in the immediate vicinity of the Stadium will be designated for season ticket holders, with a small number of premium ticket holders (e.g., suite and club patrons) provided with designated spaces in certain lots closest to the Stadium. Spaces will not be designated for most other ticketholders, who will be permitted to park in any space in their assigned lot. During event days, approximately 15,000 spaces will be provided for season ticket holders.

Season ticket holders will be notified of their assigned parking lot or facility (and assigned parking space, if appropriate) in detailed informational packets to be mailed out with their tickets, including the associated ingress and egress routes for their assigned parking facility. Additional information, in abbreviated format, will be printed on the reverse side of tickets, and be disseminated on www.LevisStadium.com and in various other mass media.

Cash Parking Areas

Cash parking will primarily be located in facilities further from the Stadium, although some parking spaces in close proximity to the Stadium may also be open to cash parkers. During events, general admission parking spaces will be provided for patrons paying with cash, distributed along each compass direction to accommodate vehicles coming from any direction. Locations of lots offering cash parking spaces will be clearly identified by event day signage.

Hotel Parking Areas

In addition to ticketed and cash parking, additional parking spaces will be located in hotel parking areas operated owned and operated by nearby hotels. While these parking facilities will not be under the control of the City of Santa Clara or offered through permits with the Stadium Manager for use by Stadium patrons, it is expected that a substantial portion of the parking spaces in these facilities will be used by Stadium patrons, either as privately-operated event-day parking or as parking for Stadium patrons who choose to stay at these hotels. However, it should be noted that if a hotel choose to rent their parking spaces out for Stadium event use, that hotel will be required to enter into parking contracts and obtain City off-site parking permits. Because of the proximity of these hotels to the Stadium, the majority of guests at these hotels on event days are expected to be Stadium patrons. These parking areas account for a total of 2,926 parking spaces in the vicinity of the Stadium, per **Table 5.5-2**.

Off-Site Parking Lot Standards

The off-site parking permits include conditions and restrictions for the use of the lot as outlined in the Planning Application and Santa Clara Zoning Code (SCCC 18.86). These include, but are not limited to permitted tailgating area, security requirements and restrooms.

Parking Supply and Locations

Approximately 27 parking facilities could be in use on event days, and are summarized in **Table 5.5-2**. The location of these facilities is illustrated in **Figure 5.5-1**. It should be noted that Lots immediately adjacent to the Stadium or 49ers Headquarters (player parking, Fire Department, Police Department, public relations staff, medical teams, TV production trucks, and administrative staff) may not be open to Stadium patrons.

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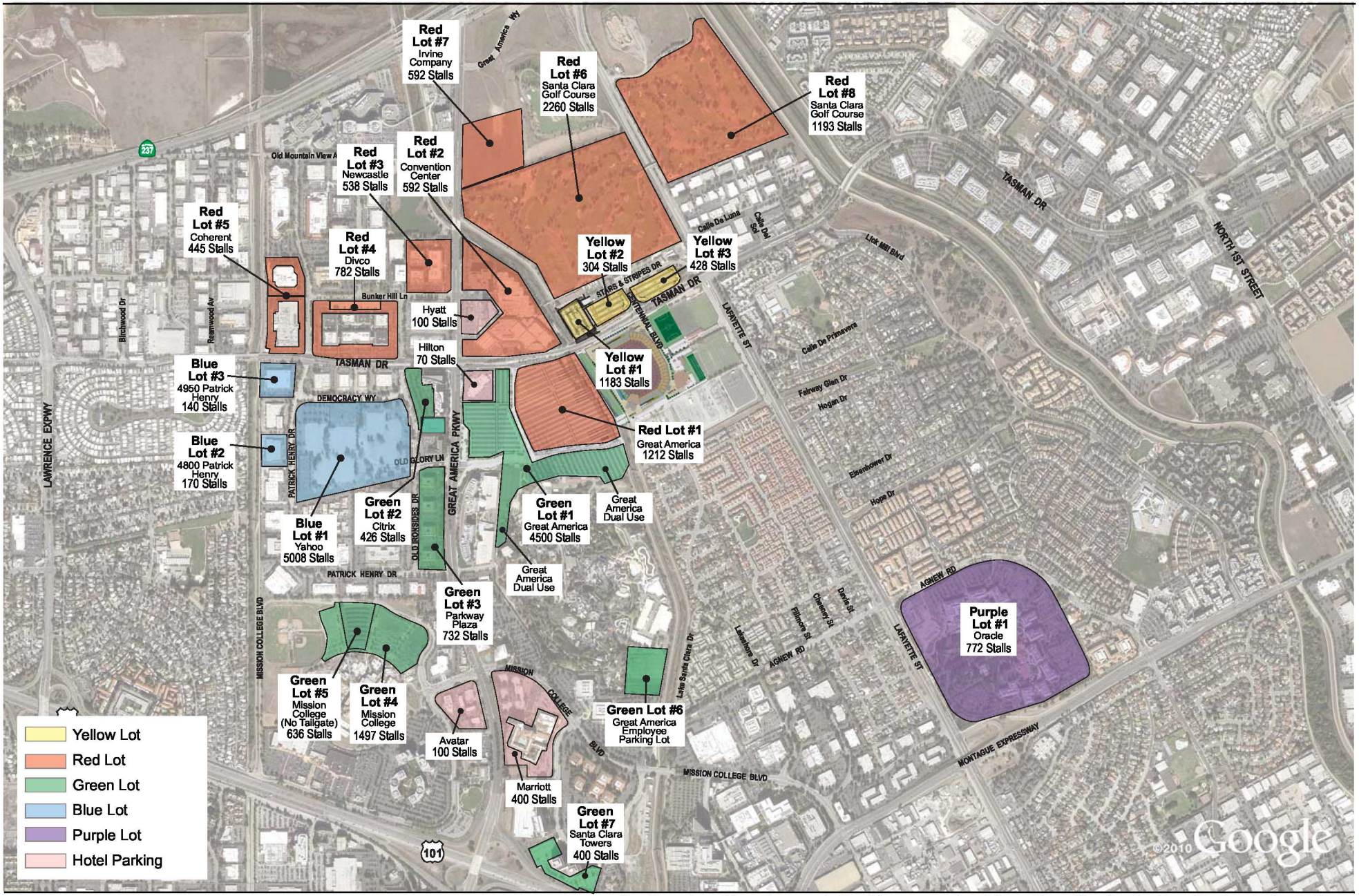

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.5-1

Gameday Parking Facilities

4/2/2014

Table 5.5-2: Stadium Parking Program

Parking Facility	Facility Use	Parking Spaces	
		Total Supply	Available to Patrons on Event Days
Adjacent Parking Facilities			
Yellow Lot 1	Ticketed	1,798	1,183
Yellow Lot 2	Ticketed	314	304
Yellow Lot 3	Ticketed	444	428
Red Lot 1	Ticketed	1,220	1,212
Red Lot 2	Ticketed	2,173	592
Green Lot 1	Ticketed	4,997	4,500
Subtotal		**10,946**	**8,219**
Outer Lots			
Red Lot 3	Ticketed / Cash	606	538
Red Lot 4	Ticketed / Cash	825	782
Red Lot 5	Ticketed / Cash	477	445
Red Lot 6	Ticketed / Cash	2,583	2,260
Red Lot 7	Ticketed / Cash	600	592
Red Lot 8	Ticketed / Cash	1,724	1,193
Green Lot 2	Ticketed / Cash	500	426
Green Lot 3	Ticketed / Cash	758	732
Green Lot 4	Ticketed / Cash	1,577	1,497
Green Lot 5	Ticketed / Cash	672	636
Blue Lot 1	Ticketed / Cash	5,081	5,008
Blue Lot 2	Ticketed / Cash	180	170
Blue Lot 3	Ticketed / Cash	225	140
Avatar	Hotel Parking	--	300
Hilton	Hotel Parking	--	200
Hyatt	Hotel Parking	--	295
Marriott	Hotel Parking	--	1,200
Biltmore	Hotel Parking	--	254
Embassy Suites	Hotel Parking	--	291
Hyatt House	Hotel Parking	--	164
Plaza Suites	Hotel Parking	--	222
Subtotal		**15,808**	**17,345**
Total		--	**25,564**

Source: San Francisco 49ers, 2014.
Notes: The parking program is subject to minor changes throughout the year.

Parking Access Plan

On all event days, parking facilities will be configured to control access, similar to the roadway network. However, the number of parking facilities used for a given event will vary depending on the size of the event. Where necessary, driveways may be coned off, and signage will be placed to direct patrons to proper access points. Access routes to the Stadium parking facilities are illustrated in **Figures 5.5-2a** and **5.5-2b**.

Parking Hours

In general, Stadium parking will be permitted approximately four hours before the start of an event start. Stadium parking will be prohibited before and after these periods to minimize the period of potential disturbance (subject to approval by the City of Santa Clara Chief of Police). Assuming a 1:00 PM to 1:30 PM start for Sunday games, parking will be permitted from 9:00 AM to 7:00 PM. For Saturday evening games beginning at 5:00 PM to 5:30 PM, parking will be permitted from 1:00 PM to 11:00 PM. However, it should be noted that this policy is subject to change based on the discretion of the Santa Clara Chief of Police, or his/her designee.

Parking hours for weekday games on Mondays, Thursdays, or Fridays are discussed in more detail in Chapter 6. In general, arrivals are expected to be more concentrated, and the designated hours for parking will begin later than for weekend games.

Areas of Parking Restrictions

Stadium parking will be restricted in all areas where it is not expressly permitted. These areas include residential neighborhoods, certain areas within off-site parking lots and other nearby facilities not designated for event day parking use. Additionally, individual residents will not be permitted to sell parking within their driveways, or elsewhere on their property. Areas where parking will be restricted are illustrated in **Figure 5.5-3**. Restriction of parking in these areas by Stadium patrons will be implemented through use of street closures to Stadium traffic (e.g., to restrict parking in on-street spaces in residential neighborhoods) and the hierarchy of control measures described in Section 5.1.1 (to restrict parking in off-site parking facilities for which permits for event day parking use have not been secured). It is recommended that business property owners whose parking facilities are not designated for event day parking use should consider purchasing and installing "NO EVENT DAY PARKING" signage, as discussed in section 2.2.3, as well as private security.

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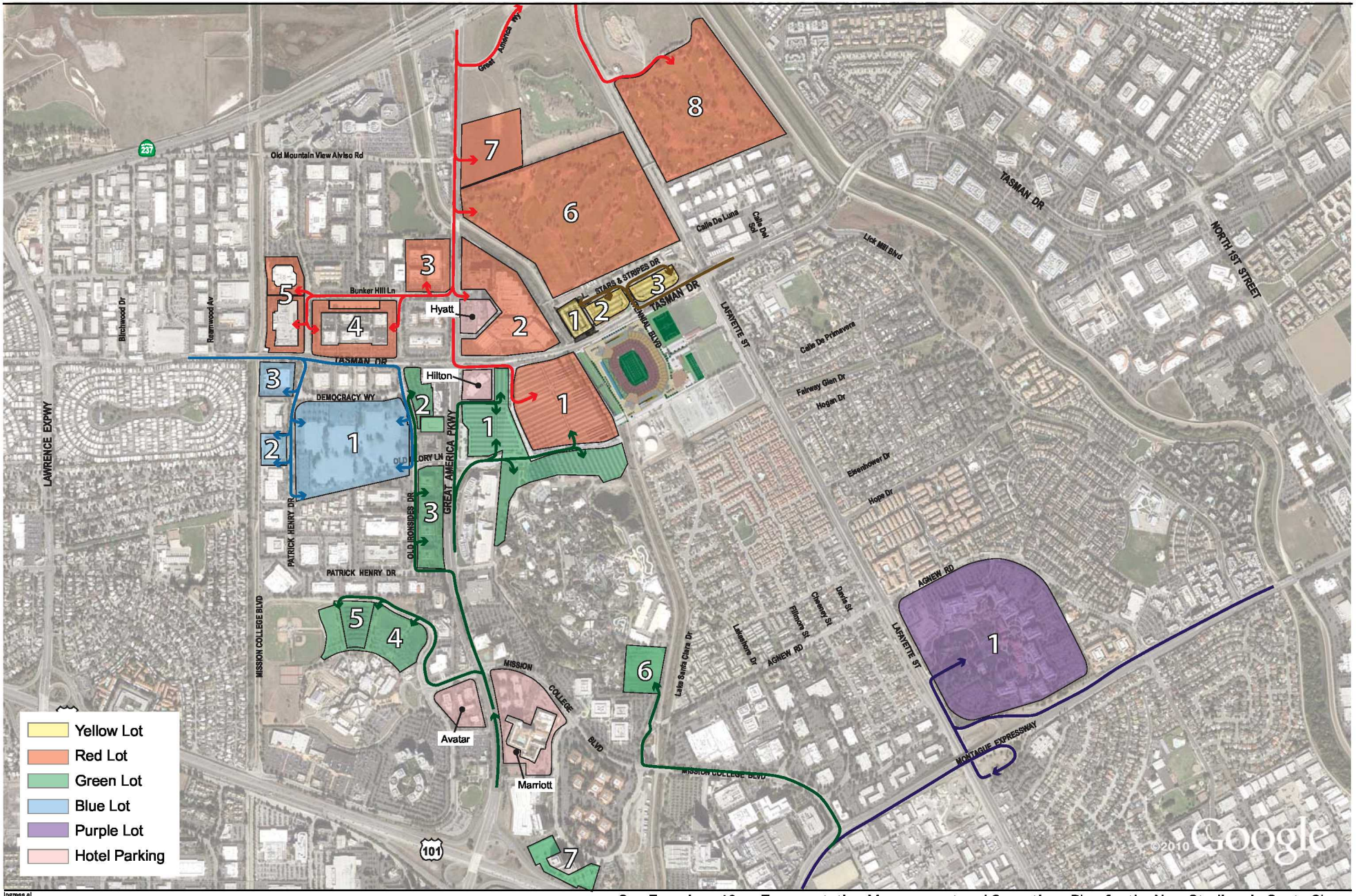

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San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.5-2a

Vehicular Paths of Travel - Ingress

3/25/2014

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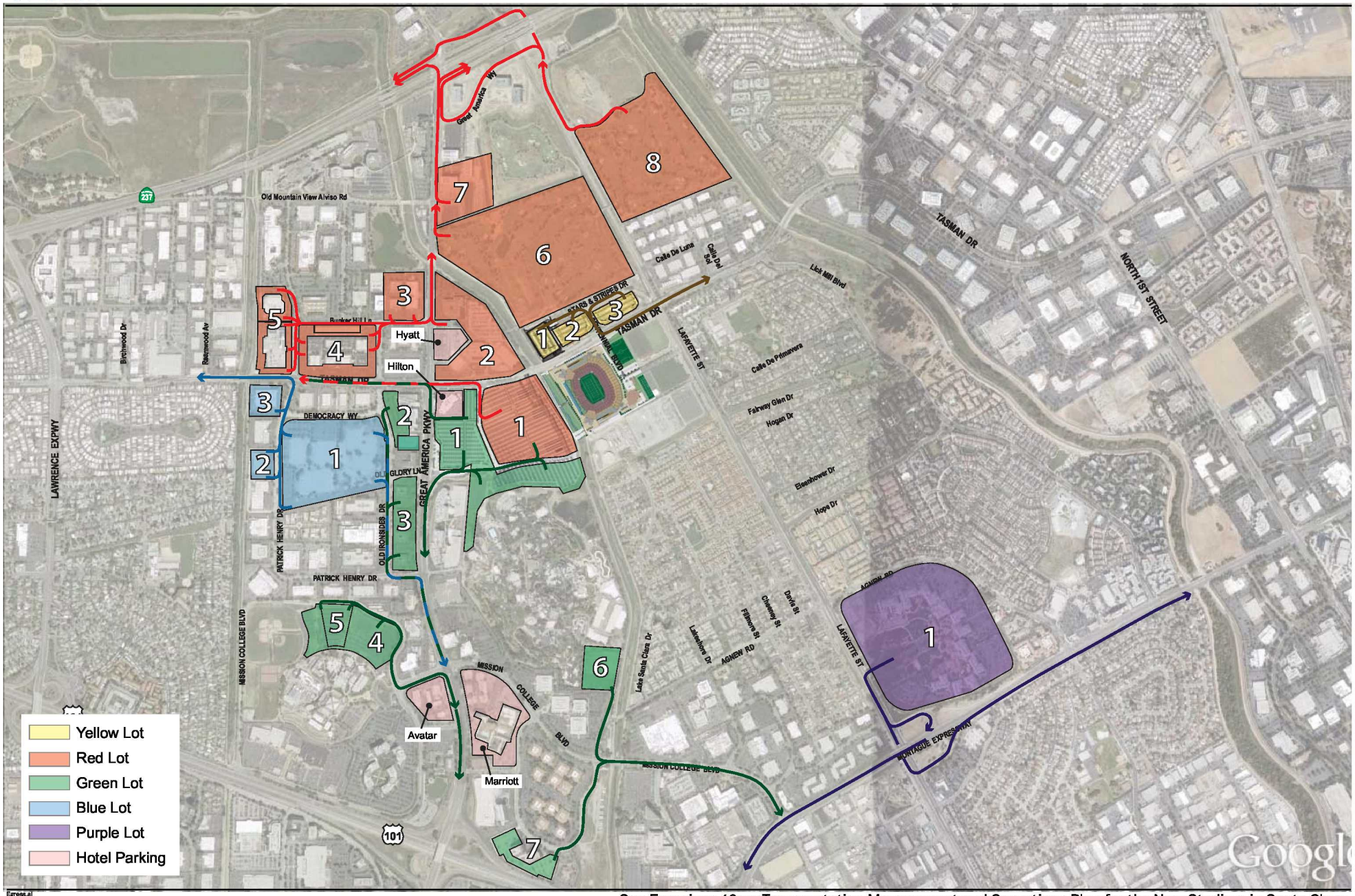

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San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.5-2b

Vehicular Paths of Travel - Egress

3/25/2014

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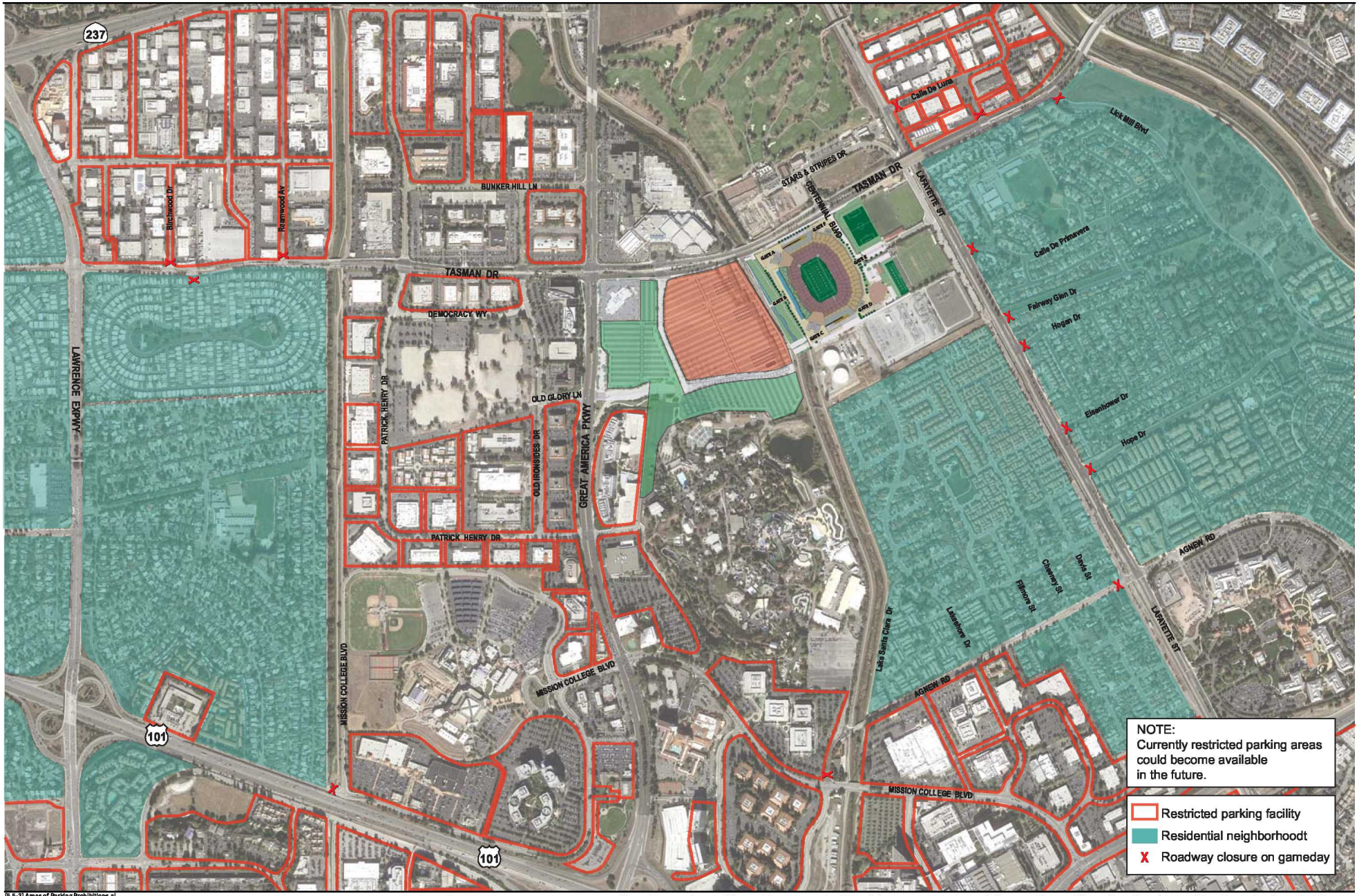

[5.5-3] Areas of Parking Prohibitions.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.5-3

Areas of Parking Prohibitions during 2014 Game Days

4/24/2014

Measures to Protect Property Owners

Parking intrusion into restricted areas will be controlled and enforced via a hierarchy of control measures that escalates in effectiveness until intrusion is minimized to an acceptable level:

1. Initially, cones and "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs shall be placed at the appropriate residential streets.

2. Should unacceptable levels of neighborhood intrusion occur (based on the judgment of the Santa Clara Chief of Police), curbside signage shall be provided noting that on-street parking is prohibited for Stadium traffic, in addition to the placement of cones and "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs.

3. Should unacceptable levels of neighborhood intrusion continue to occur (based on the judgment of the Santa Clara Chief of Police), traffic control officers will be assigned to neighborhood entrances to monitor all vehicle entry to residential streets, in addition to the placement of cones, "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs, and curbside signage.

4. Finally, should unacceptable levels of neighborhood intrusion continue to occur (based on the judgment of the Santa Clara Chief of Police, and the director of public works), a Residential Permit Parking program may be instituted if requested by the impacted neighborhoods, and should the affected city concur. In addition to the placement of cones, "NO STADIUM PARKING – RESIDENT PARKING ONLY" signs, curbside signage, and the assignment of officers to monitor vehicle entry, signage noting that the area is designated for Residential Permit Parking only shall be installed.

ADA Parking

The primary supply of ADA parking will be provided within Red Lot 1 (i.e., the parking facility located directly adjacent to the Stadium, along its west side), comprising a total of approximately 200 spaces—sufficient to meet ADA parking requirements for all patrons expected to arrive at the Stadium by vehicles. However, it should be noted that existing ADA parking spaces within off-site lots contracted for event use will also be available. On days when Great America is not open, an additional 130 ADA spaces in the Great America-only lot will be available for use by Stadium patrons with disabilities, bringing the total supply of ADA parking to 330 spaces (Red Lot 1 and Green Lot 1 combined).

Motorized carts will shuttle patrons with disabilities between the ADA parking area and the Stadium security perimeter. These measures will be in compliance with ADA accessibility requirements for parking and Stadium access. The location of ADA parking spaces in Red Lot 1 is illustrated in **Figure 5.5-4**.

ADA parking already provided in existing off-site parking facilities will also be available for use by patrons with disabilities. However, patrons intending to use ADA parking spaces (not located within Red Lot 1 or Green Lot 1) will be encouraged to park within Blue Lot 1 or Green Lot 4, as disabled patrons parked within these lots will be served by a supplemental shuttle offering a direct connection to the Stadium.

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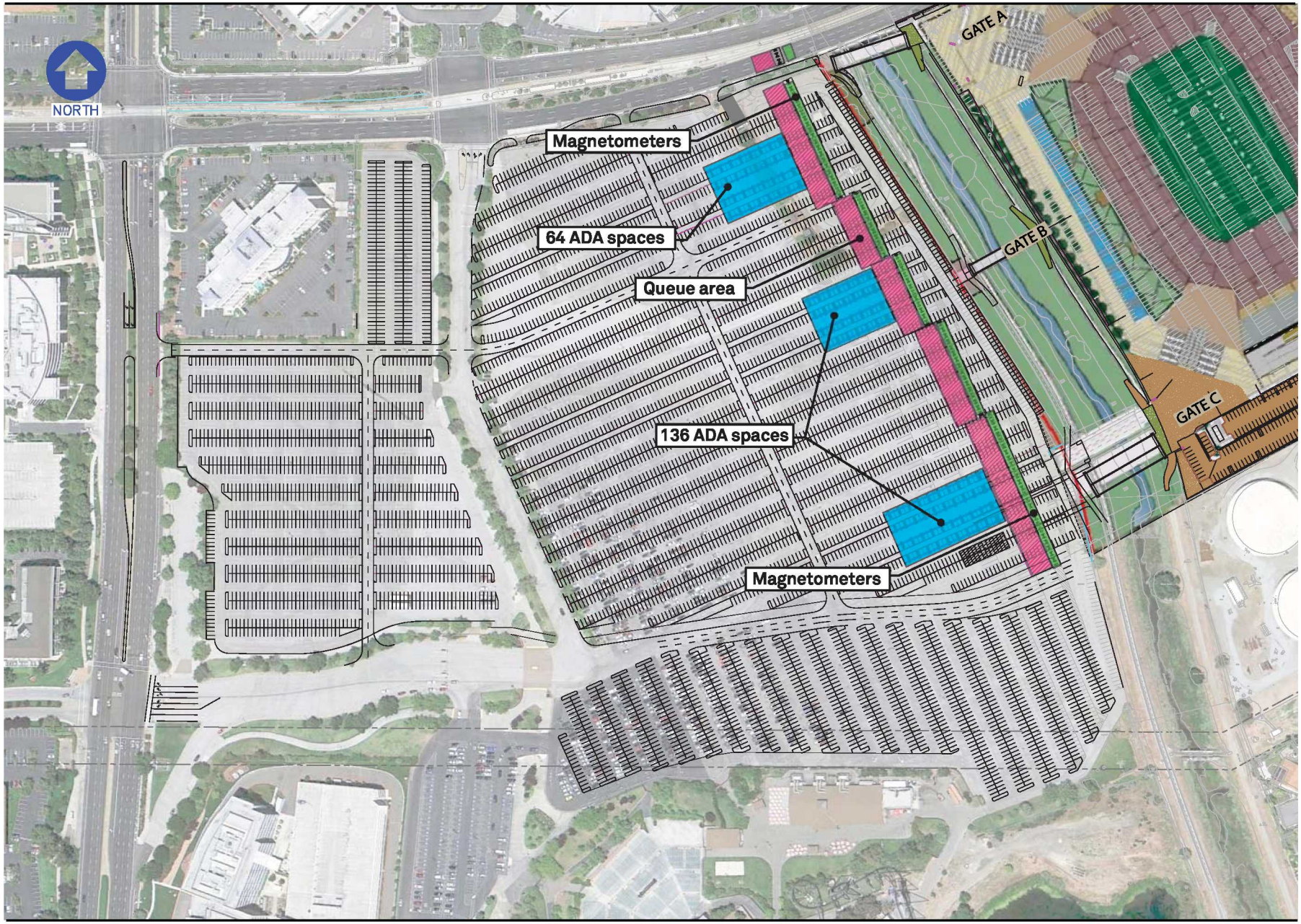

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.5-4

Red Lot 1 ADA Parking

4/29/2014

Tailgating

"Tailgating" is defined as the use of any item (including tables, chairs, free-standing canopies or umbrellas, awnings attached to recreational vehicles, coolers, barbeques, grills, games, generators, televisions, sound systems, food or drink, food or drink preparation or serving equipment, or other items as identified by the City Manager or designee) for the purpose of an outdoor gathering by one or more people prior to, during or after a scheduled stadium event. Tailgating will be permitted only within the designated event day parking facilities, and only in areas within these facilities where it is not expressly prohibited. Areas where tailgating will be prohibited are illustrated in **Figure 5.5-5**. Tailgating will be prohibited in parking structures, in surface lots within 750 feet of residences, and in surface lots within 750 feet of school buildings on weekday evenings and Saturdays (tailgating will be permitted in surface lots within 750 feet of school buildings on Sundays). Posted signage and security patrols of parking areas prior to, during, and after events will enforce these restrictions.

All tailgating equipment must be confined within each party's parking space, and amplified music or sound is not permitted (specifically within the Great America parking lot, the Golf and Tennis Club area, and lots within the Stadium security perimeter). Tents or canopies exceeding an eight-foot by eight-foot footprint and vehicles measuring more than 17 feet in length and / or eight feet in width will also not be permitted. Appropriate provisions (charcoal disposal, etc.) will be provided in the designated tailgating areas.

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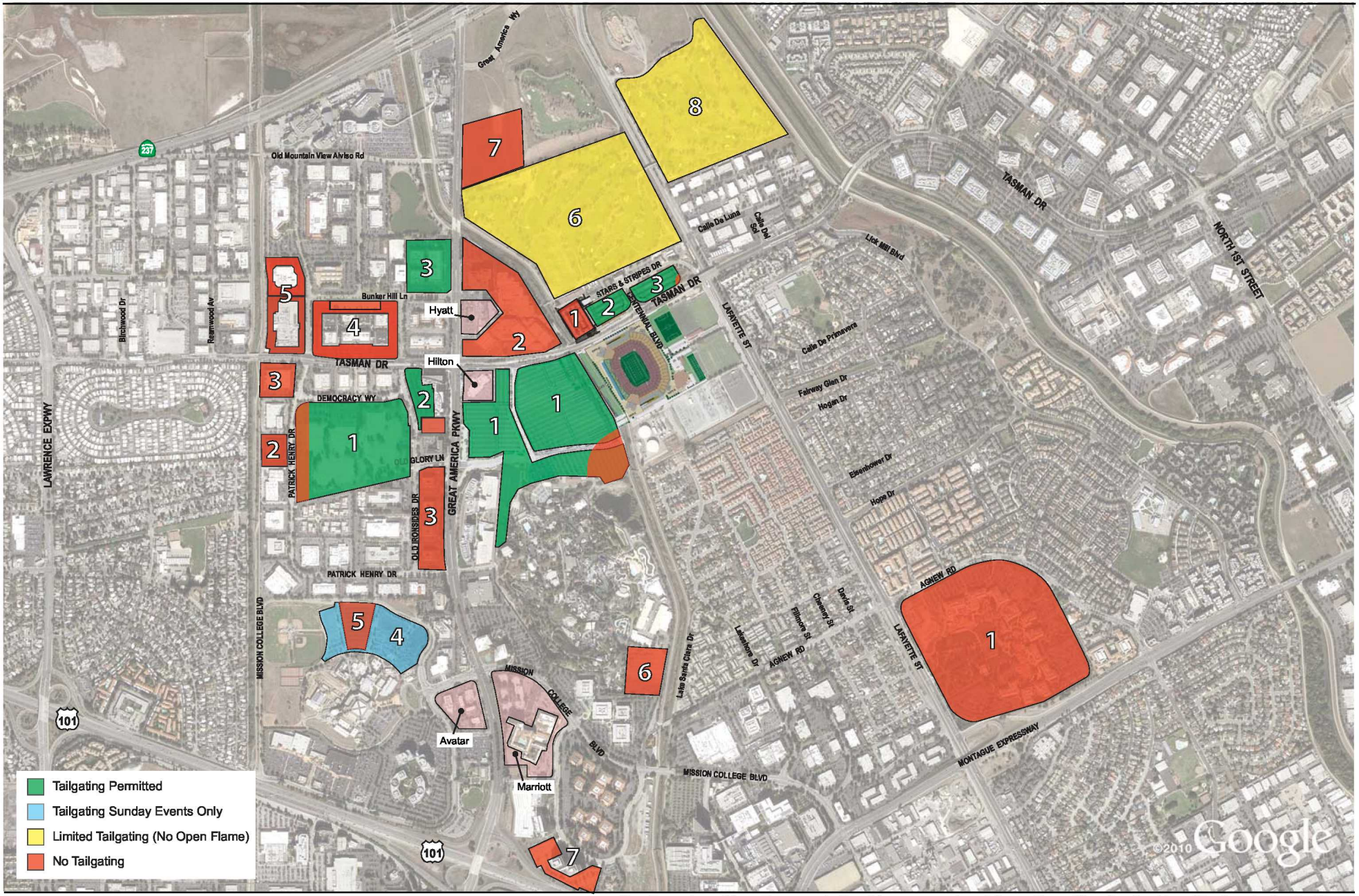

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.5-5

Tailgating Regulations

4/2/2014

5.6 Taxi and Pedicab Access

Taxi and Uber Service Access

The Stadium will be served by taxi and Uber, based on demand. Taxis will load, unload, and stage along Calle De Luna, east of Calle Del Sol. Uber vehicles will load, unload, and stage along Calle De Luna, west of Calle Del Sol. Both taxis and Uber vehicles will enter these specified areas via Lafayette Street and Calle Del Mundo. Taxis and Uber vehicles will exit the area by traveling west along Calle De Luna, and turning onto Lafayette Street. The taxi and Uber staging areas are illustrated in **Figure 5.6-1**.

It should be noted that all taxi and uber services must have a City of Santa Clara permit to operate. These permits are granted through the City of Santa Clara Police Department.

Pedicab Service Access

The Stadium will be served by Pedicabs (i.e., a bicycle taxi service), based on demand. Pedicab operators will enter the Stadium area via northbound Great America Parkway, and park within the Great America Theme Park passenger pick-up / drop-off area located along Great America Parkway (north of Old Glory Lane). Pedicabs will load, unload, and stage within the Great America Theme Park passenger pick-up / drop-off area, and transport patrons to parking facilities, as requested. Pedicab staging area and routes are illustrated **Figure 5.6-2**.

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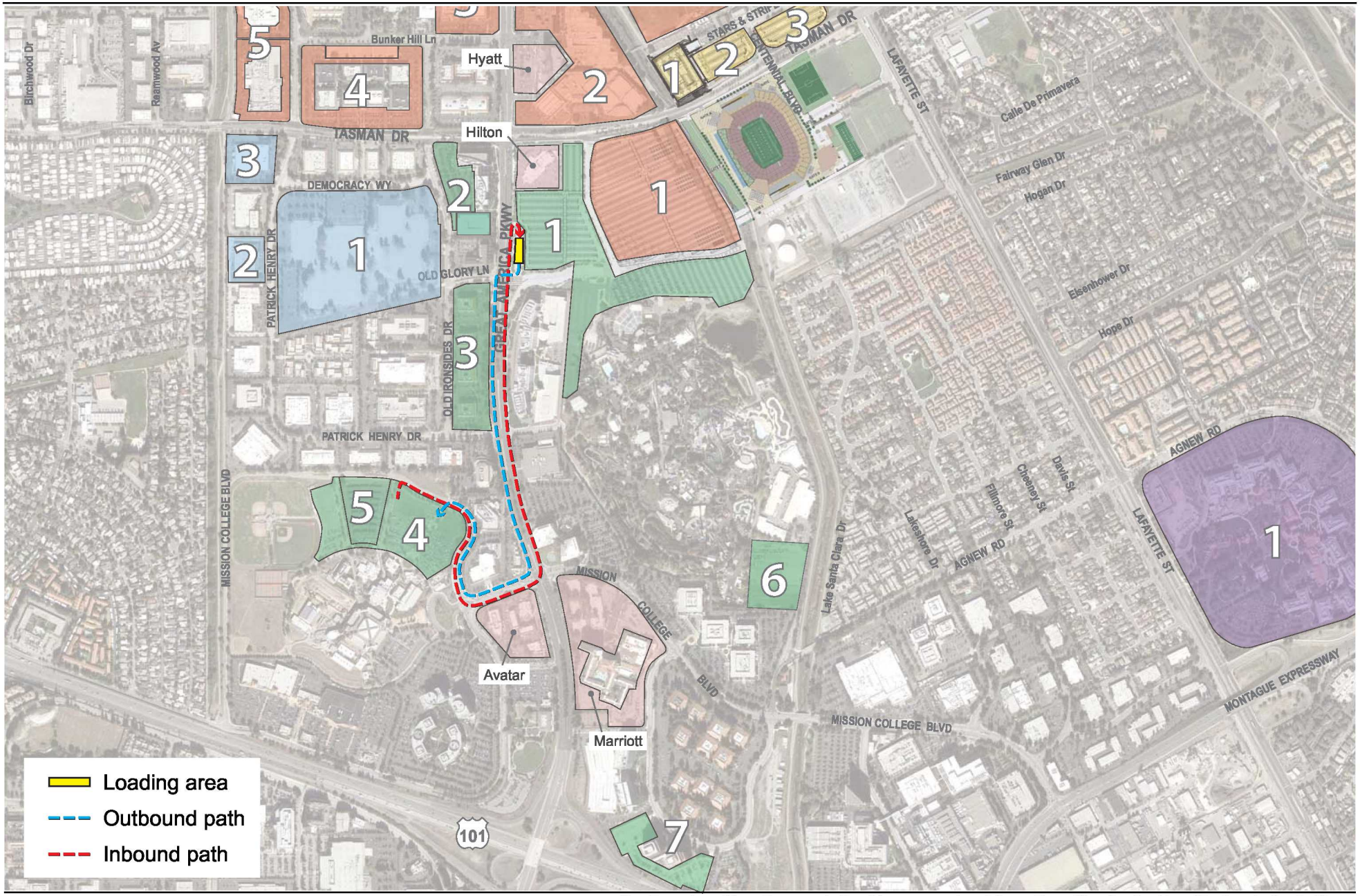

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.6-2

Pedicab Staging Area and Routes

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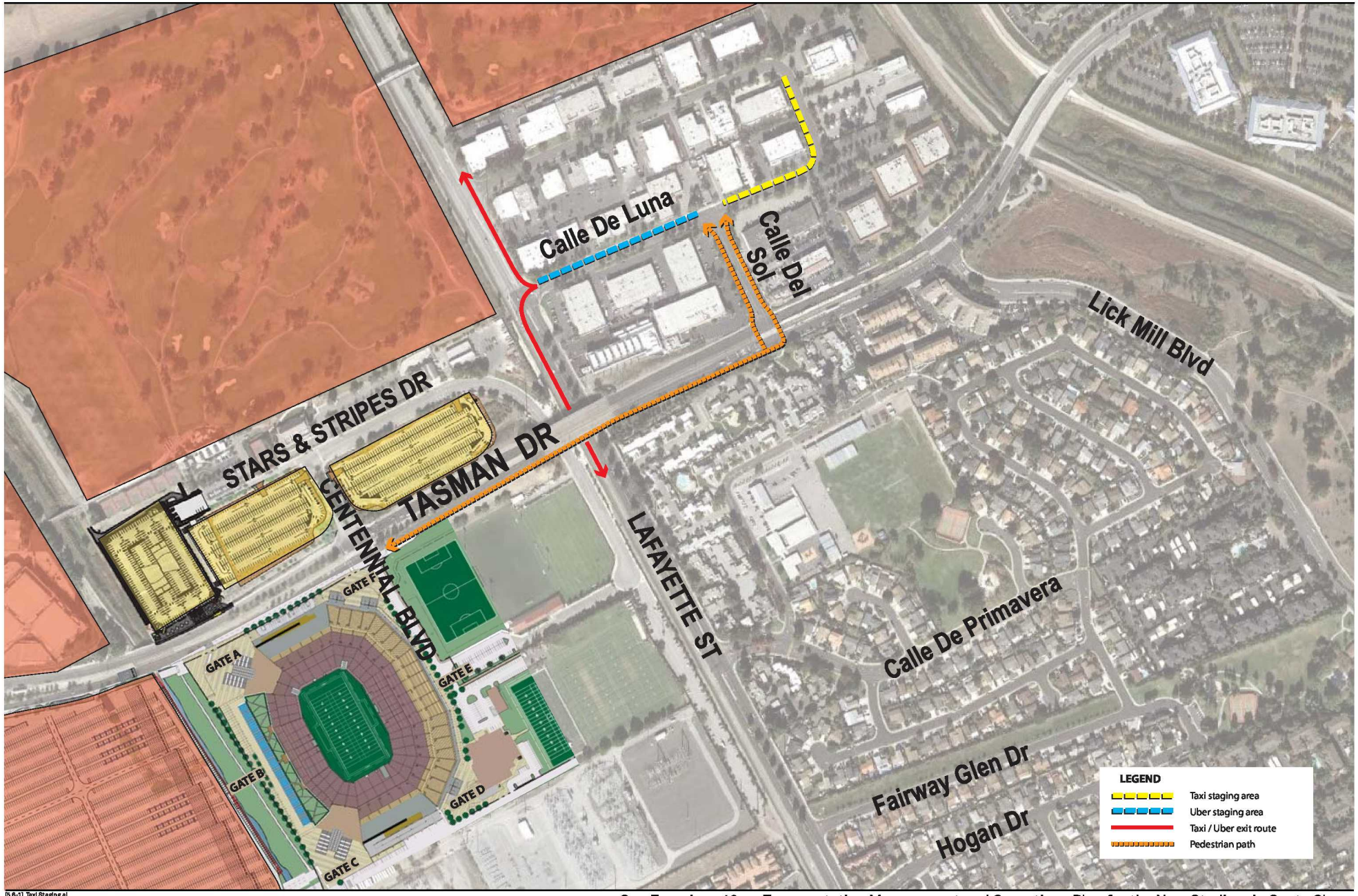

[5.6-1] Taxi Staging.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.6-1

Taxi and Uber Staging Area on Event Days

4/24/2014

5.7 Emergency Vehicle Access Plan

5.7.1 Ambulance

Ingress and Egress Plans

Emergency vehicles will be permitted to use the restricted section of Tasman Drive immediately adjacent to the Stadium, although they will be required to travel at slow speeds to ensure pedestrian safety. Access to all gates to the Stadium will be provided via the Stadium's Main Lot (Red Lot 1 and Green Lot 1), Tasman Drive, and Centennial Boulevard. Traffic control officers will be directed to prioritize emergency vehicle access through officer-controlled intersections during events.

Emergency vehicle access routes from both Tasman Drive and Great America Parkway are illustrated in **Figure 5.7-1**.

Staging Areas

Parking immediately to the south side of the Stadium will be dedicated for use by the Police Department, Fire Department, medical / ambulance providers, and other designated users. Specific staging areas for storage of ambulances and other emergency vehicles will be identified by the relevant agencies and providers.

Providers

Event providers of ambulance service, along with their contact information, responsibilities and representatives will be identified by the Stadium Manager.

5.7.2 Police

On-Site Facilities

The Santa Clara Police Department will operate a Temporary Holding Facility (THF) on-site for the purpose of processing event arrestees. Adjacent to the THF will be a conference room that will be used for briefing staff prior to deployment, report writing and issuing equipment. The Police Department will also staff several stations in the Stadium Command Center to oversee Stadium Law Enforcement Operations and the TMOP.

Off-Site Facilities

As part of the Public Safety Plan the Police Department will identify specific locations outside the Stadium for staging mutual aid.

Ingress and Egress Plans

As part of the TMOP's traffic plan, any closed street will have a designated emergency vehicle lane which will be coned off and used exclusively for that purpose. Responding emergency personnel will coordinate with the Stadium Command Post and officer controlled intersections to facilitate emergency vehicle movement.

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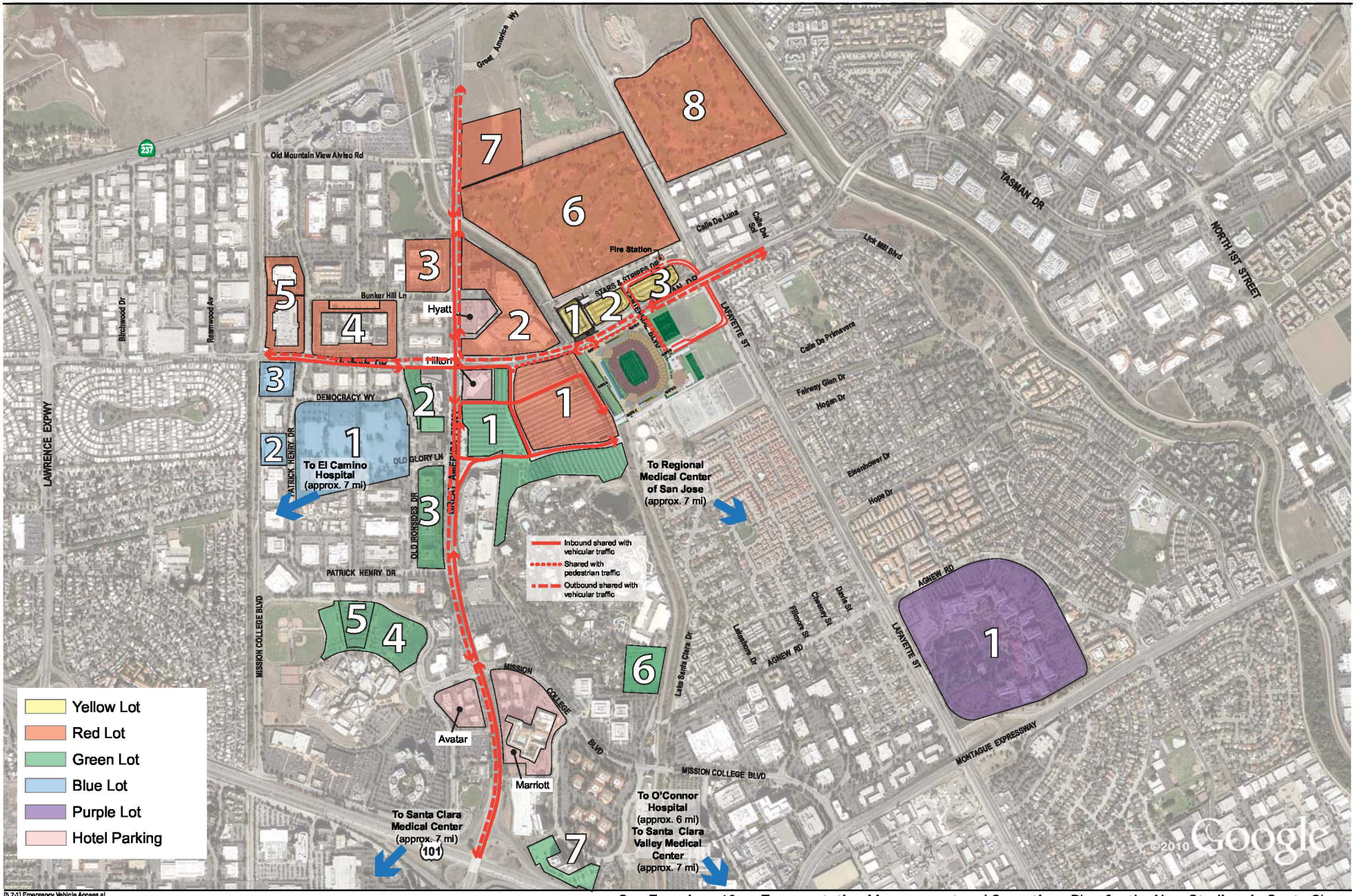

[5.7-1] Emergency Vehicle Access.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 5.7-1

Emergency Vehicle Access

4/24/2014

5.7.3 Fire

Deputy Fire Marshalls will be deployed inside the Stadium to monitor fire alarm systems in the lower-level Fire Command Center and to report emergency situations to the Fire Department representative in the Stadium Command Center. Deputy Fire Marshals will also roam the Stadium to ensure compliance with fire and life safety regulations. The Fire Department will also staff a station in the Stadium Command Center to oversee Stadium Fire Operations including medical responses.

Off-Site Facilities

The Fire Department will deploy Fire Fighting assets in the Main Parking Lot of the Stadium. They will have the ability to respond to calls for service in the surrounding parking lot area, utilizing a Fire Department parking lot patrol vehicle.

Ingress and Egress Plans

As part of the TMOP's traffic plan, any closed street will have a designated emergency vehicle lane which will be coned off and used exclusively for that purpose. Responding emergency personnel will coordinate with Stadium Command Post and officer controlled intersections to facilitate emergency vehicle movement.

5.7.4 Stadium Command Post

The Stadium's Command Post will be a designated space within the Stadium (connected with the Traffic Operations Center at the Santa Clara City Hall) that is linked to cameras and signal controllers at specific intersections, allowing for remote changes to signal operations to occur. In addition to Stadium operations staff, it is expected that Police staff, Fire staff, City planning staff / engineering staff, and Stadium Authority staff will have access to the Stadium's Command Post.

5.8 TMOP Contingency Planning

Instances may occur where transit use is higher than anticipated, and/or vehicular arrival patterns and parking facility use are different than expected. The TMOP must be flexible enough to account for these instances, and contingency plans must be implemented.

5.8.1 Transit Access

Transit ridership during ingress will be closely monitored in order to determine transit capacity needs during egress. If ingress transit ridership totals are greater than aniticpated, transit capacity for egress will be expanded to ensure that patrons leaving an event by transit are able to do so in a safe an efficient manner.

Given that Capitol Corridor and ACE will be expected to offer one train each to and from the Stadium, it is expected that riders arriving by these transit providers will also depart by these transit providers. Should higher-than-expected ridership by VTA light rail occur (including riders transferring from Caltrain to VTA), VTA will supplement its light rail service with special express buses carrying passengers directly from the Stadium to the Mountain View VTA / Caltrain Station during egress. The number of supplemental express buses to be provided will be determined by the Stadium Manager and VTA, based on the number of passengers arriving by VTA light rail. VTA supplemental express buses will stage within the closed section of Tasman Drive, in the westbound direction, adjacent the Great America VTA Station. During egress, patrons will be directed either into westbound VTA trains, or into supplemental express buses.

5.8.2 Vehicular Access and Parking

The potential exists for patrons to fill lots unevenly (i.e., lots north of the Stadium may be filled faster than lots south of the Stadium). Given that ingress routes are designed to direct patrons to a specific set of parking facilities, we must have a plan to re-route patrons to other lots without substantially disrupting the TMOP's ingress plan.

For each event, the Stadium Manager will identify lots where cash and / or overflow vehicles will be accommodated, and will communicate the location of these lots to traffic personnel. If the circumstance arises where lots are filling unevenly, and / or it becomes apparent that particular cash lots will soon likely be full and unable to accommodate additional vehicles while ingress is still underway, cars will be directed to alternate cash lots via identified routes on the streets or highways surrounding the Stadium.

<u>Redirecting Patrons from North of the Stadium</u>

1. Highway Changeable Message Signs (CMS) directing cash customers to the Great America Parkway / SR 237 ramps south will be adjusted such that they are no longer reflect this. Cash customers will instead be directed towards cash lots via the Lawrence Expressway / SR 237 ramps, the Lawrence Expressway / US 101 ramps, or the Great America Parkway / US 101 ramps.

2. Cash customers that continue to come from SR 237 will be directed south along Great America Parkway, right onto Old Mountain View Alviso Road, left onto Patrick Henry, and across Tasman Drive to cash lots south of the Stadium. Street CMS directing cash customers to lots north of the Stadium will be adjusted to reflect this as well.

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Redirecting Patrons from South of the Stadium

1. Highway CMS directing cash customers to the Great America Parkway / US 101 ramps will be adjusted such that they are no longer reflecting this. Cash customers will instead be directed towards cash lots via the Lawrence Expressway / SR 237 ramps, the Lawrence Expressway / US 101 ramps, or the Great America Parkway / SR 237 ramps.

2. Cash customers that continue to come from US 101 will be directed north along Great America Parkway, and across Tasman Drive to cash lots north of the Stadium. Street CMS directing cash customers to lots south of the Stadium will be adjusted to reflect this re-route.

Redirecting Patrons from West of the Stadium

1. Highway CMS directing cash customers to the Lawrence Expressway / SR 237 ramps or the Lawrence Expressway / US 101 ramps will be adjusted such that they are no longer reflecting this. Cash customers will instead be directed towards cash lots via the Great America parkway / SR 237 ramps, or the Great America Parkway / US 101 ramps.

2. Cash customers that continue to come from Lawrence Expressway will continue east along Tasman Drive, and be directed either left or right at Great America Parkway towards cash lots north or south of the Stadium. Street CMS directing cash customers to lots west of the Stadium will be adjusted to reflect this re-route.

Additionally, as a final measure, the Santa Clara Police Department may identify on-street parking along Patrick Henry Drive, Old Ironsides Drive, Old Glory Way, Old Mountain View Alviso Road, Betsy Ross Drive, Bunker Hill Lane, Freedom Circle, or Hichborn Drive for parking purposes. These streets will be designated as restricted on event days, and will only be available if absolutely necessary.

6.0 Weekday Considerations

In addition to planned procedures for event days, the TMOP provides a plan for weekdays leading up to events, and instances where events are to occur on a weekday. Though most NFL games are scheduled for Sunday afternoons, there is the potential for some games to occur on Monday or Thursday evening, and pre-season games could also occur on Friday or Saturday evening.

6.1 Advance Communication

6.1.1 Patrons

Stadium patrons attending weekday events will be given substantial advance notice regarding entrance and exit procedures, including acceptable hours to arrive at parking facilities (so as not to interfere with weekday business). Patrons should expect substantial delays traveling to weekday events, so patience, early arrival, and use of transit (including VTA light rail and buses, Caltrain, and Capital Corridor trains) will be encouraged and emphasized. In particular, specific details on gameday transit service to and from the stadium will be provided to encourage patrons to use public transportation in lieu of private vehicles.

This information will be contained in the information packets mailed to season ticket holders, and disseminated on www.LevisStadium.com and via print (newspaper) and media outlets. Ticket holders with email addresses on file will also receive email notification of special weekday rules regarding arrival and parking.

6.1.2 Area Businesses

Area businesses that anticipate providing parking for events will be required to obtain an off-site parking permit from the City. These area businesses regularly using any of the off-site parking facilities designated as event day parking will need to vacate these spaces approximately five hours prior to the start of an event. Setup of trash, portable toilets, and other facilities at off-site event day parking facilities will take place the night prior to the event. Contracts secured by the Stadium Manager for use of off-site parking facilities on weekdays will include provisions to this effect in order to provide adequate patron parking for weekday events and minimize conflicts between area businesses and Stadium traffic. Should any of the property owners agreeing to provide their parking facilities for use on weekend events refuse to provide their parking on weekday events, the Stadium Manager will contract with other property owners with parking facilities in the vicinity of the Stadium or make other arrangements as needed to ensure that an adequate supply of patron parking is provided for weekday events.

Contracts signed between the Stadium Manager and nearby property owners for use of their parking facilities will include requirements for property owners to ensure that businesses and employees regularly using their facilities are notified of the need to vacate parking spaces approximately five hours prior to the start of a game, in advance of weekday events. These notices will also include information regarding alternative options for travel (e.g., transit) and recommended ingress and egress routes arriving in and leaving the area before and during the pre-game period. VTA light rail and bus vehicles will also begin advertising these special provisions one week before weekday events via in-vehicle public announcement (PA) systems and / or paper flyers or advertisements. Area businesses with parking that is not included among the Stadium's weekday event day parking facilities will not be subject to provisions to vacate parking spaces approximately five hours prior to the start of a game, but will be similarly notified of Stadium-related impacts to the transportation network in advance of weekday Stadium events through emails, fliers, newspaper, and media outlets.

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6.1.3 Changeable Message Signs

Four days in advance of a weekday event, changeable message signs are to be placed at key locations (e.g., nearby freeway ramps and key roadways) to warn drivers to expect traffic congestion due to stadium-related traffic. Signs will indicate the day and time of the event, warn drivers that substantial congestion is expected, and recommend alternative routes using other freeway ramps or streets to avoid stadium-related traffic. The locations of the message signs are shown in **Figure 5.1-2**. These locations have been selected for sign placement because they serve high volumes of traffic, and because they offer direct access to the Stadium site.

6.2 Vehicle Access

Lane adjustments implemented for weekend events for the vehicle ingress period may not be possible for weekday events given the large number of employees needing to leave the area. Though area businesses whose parking facilities will not be used for event parking will be provided with advance communication and instructions, employees of these businesses may not choose to vacate the area five hours prior to the start of an event, which may place them in conflict with stadium-related traffic flows entering the area. Retaining inbound and outbound access on the surrounding roadway network will minimize the impact of weekday events on these employees and provide them with a means of leaving the area. However, the transit- and pedestrian-only zone along Tasman Drive between Convention Circle and Centennial Boulevard must be in effect for large events on weekdays, beginning five hours before the start of an event, to ensure adequate pedestrian space for stadium patrons arriving by foot from surrounding parking facilities and allow for the efficient discharge of passengers arriving by light rail and bus. While inbound lane reconfigurations will not occur, changes to signal timing will be implemented to optimize stadium-bound traffic flows as well as normal weekday traffic patterns.

While lane adjustments during the vehicle ingress period (other than the Tasman Drive closure) will not be implemented for weekday events, it is expected that the majority of employees in the surrounding area will have departed by football game halftime (two hours after the start of an evening event). All other provisions for the vehicle egress period for weekend events will be in effect for weekday events. Any employees remaining in the area will still be able to leave the stadium area by following the designated vehicle egress routes for stadium traffic, as shown in **Figure 6-1**.

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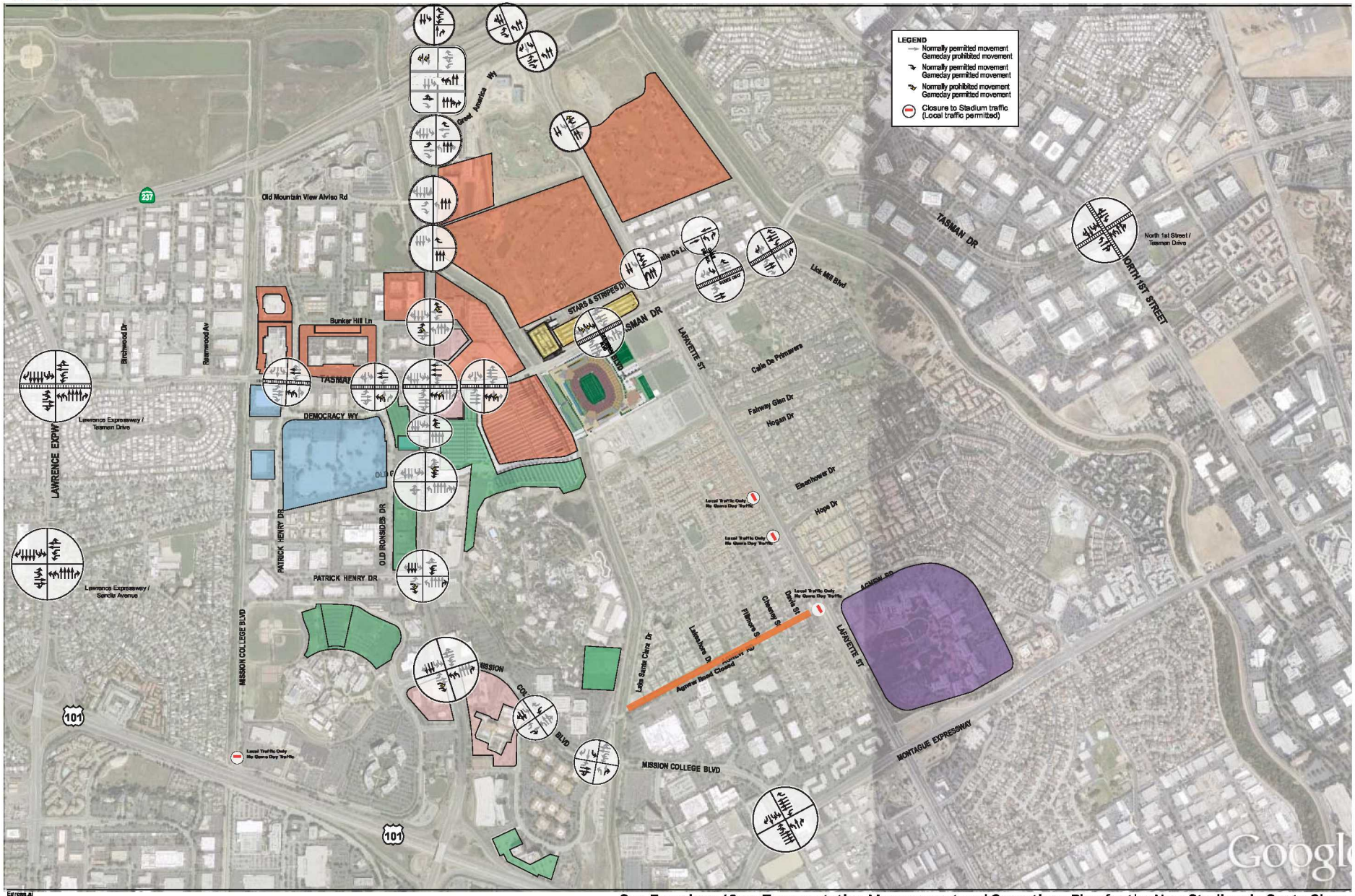

Egress.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 6-1

Proposed Outbound Lane Configurations and Control

4/2/2014

6.3 Transit Access

Similar to automobile considerations, special measures on transit services and facilities will be required before and after weekday events. This will primarily affect arrivals for weekday evening events by all modes of transit service, as event arrivals could coincide with PM peak commute traffic for surrounding uses. Weekday event departure activity could occur after typical commute hours. The available capacity of transit service for the inbound movement could be limited by the demands of regular transit riders during the evening peak commute period.

Post-game VTA light rail service for weekday stadium events will be similar to that for weekend stadium events. Regular weekday evening service after 8:00 PM on VTA's Mountain View – Winchester light rail line currently operates on 30-minute headways in each direction, but special event service will be provided for weekday stadium patrons based on demand. These provisions could include longer trains (three cars) and increased frequencies, in line with gameday transit service for weekend Stadium events. Special event trains could also be scheduled which will provide direct service to the stadium from nearly every station in the light rail system, thus, eliminating the need for a transfer. Similarly, as ACE can provide special weekend service to accommodate demand to the Stadium for Sunday football games. However, ACE will run its normal schedule on weekdays.

Other transit services, such as VTA buses, Caltrain, and Capitol Corridor, will provide their regular service on weekday evenings. Currently, three VTA bus lines serve the Stadium area, the 55, 57, and 60. During Stadium ingress, the 55 provides four buses per hour, the 57 provides two buses per hour, and the 60 provides two buses per hour. During Stadium egress, all three bus lines provide one bus per hour. Assuming a carrying capacity of 45 passengers per bus, VTA buses can transport 360 patrons per hour during ingress, and 135 patrons per hour during egress assuming service will not be augmented for the weekday event. This level of ridership would be lower than what would be expected for football games on Sunday afternoons when additional rolling stock will be available. VTA could also provide special event-day Express Bus services from locations around the County depending on the outcome of transit demand forecasting.

During weekday games and major events when Tasman Drive is closed, VTA Bus lines 140 and 330 will need to be rerouted as they currently operate along Tasman Drive. These two bus lines will be rerouted from Tasman Drive to Great America Parkway, Great America Way, Lafayette Street, Calle De Luna, and Calle Del Sol before resuming their normal route on Tasman Drive.

6.4 Parking

While most commercial parking in the stadium area is vacant during weekend events, this will not be the case during weekday events. During weekday events, parking lots intended for use as event parking in commercial areas near the Stadium, outside of stadium controlled and owned spaces, will need to be vacated prior to the beginning of stadium ingress. Thus, as stated previously, special agreements with these commercial properties will be required in order for a large weekday event to occur. Daytime users of parking spaces in these facilities will be directed by their respective employers and/or property owners to vacate the facility approximately five hours prior to the start of an event. While it is likely that not all spaces will be vacated before the pre-game arrival of stadium patrons, the standard roadway network (except minor changes to signal timing and the closure of Tasman Drive between Convention Center Circle and Centennial Boulevard) will remain in effect until football halftime to allow any remaining employees of these businesses to easily leave the area in any direction. After halftime, lane adjustments will be implemented similar to weekend events, but employees would still be able to leave the area using the designated vehicle egress routes for stadium traffic.

Based on historic information on stadium patron travel and parking behavior at Candlestick Park, a weekday evening game will generate a demand for approximately 1,500 additional parking spaces above a weekend game. As such, the Stadium Manager will need to provide additional parking beyond the parking program for weekend events, by securing the use of additional parking spaces in existing off-site parking facilities.

6.5 Residential/Business Notifications and Communications

Communication regarding anticipated traffic and parking will be a key to holding a successful large-scale weekday event in the Stadium. This includes advance proactive communication with both residents and businesses to inform them of the event, date and measures to be taken during these periods. To enable maximum capacity, and thus reduce the period of congestion during a weekday event, residents and businesses in the surrounding area will need to adjust their travel behavior accordingly.

Prior to a large-scale weekday event, potentially impacted business property owners as well as residents in the area bounded by Lawrence Expressway, Guadalupe River, SR 237, and US 101 will be notified by the Stadium Manager either by email or regular mail (the Stadium Manager may also consider circulating an annual schedule of events to residents). Additionally, as part of the community outreach for businesses and residents, the Stadium Manager will develop a smartphone application that community members can sign up for to receive recorded telephone messages or text messages containing information regarding the event time as well as the extent of any expected lane or street closures, as well as designated local access routes to avoid Stadium-related traffic, before, during, and after weekday-events. The notices will also contain information regarding which off-site parking facilities will need to be vacated approximately five hours prior to the start of an event, as employees and visitors of other businesses in the area may otherwise regularly use these designated off-site Stadium parking facilities.

Information disseminated through changeable message signs or other signage, online via the 49ers website, via media, or in print as part of the Stadium's general communications program as described in Section 6.1 will also serve to notify residents and businesses of the associated effects of weekday stadium events on local transportation conditions.

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7.0 Integration/Coordination with Nearby Facilities

7.1 Great America Theme Park

Stadium activity may coincide with Great America Theme Park activity. In the event that this occurs, safe and efficient access for Great America Theme Park patrons must be maintained. To accommodate this level of event traffic, reconfiguration of the surrounding roadway network for some period of time before and after events will ensure safe and efficient travel to and from the Stadium. As a result, access to Great America Theme Park can be made most efficient by entering and exiting via designated roadways. This section of the TMOP describes what changes may occur on Stadium event days, and how access to Great America Theme Park will be provided.

7.1.1 Great America Theme Park Parking During Events

As detailed in section 5.5 of the TMOP, parking on event days for patrons is expected to occur in numerous parking lots within walking distance of the Stadium, including the shared Stadium / Great America Theme Park parking lot. The Theme Park is open on weekends from late March in the spring until late May, plus Spring Break week; every day from late May until late August; and thereafter on weekends until Halloween. In addition, the Theme Park will be open for other special events through agreement that may be held throughout the year. Of this total (approximately 150 operating days), 6-12 of those days may coincide with NFL events (depending on whether one or two teams use the stadium as a home venue). Of those 6-12 NFL events, 2-4 of those days will be pre-season games which typically will have lesser impacts on parking and traffic). The possibility of NFL-Theme Park conflicts could be restricted to those few days (6-12 maximum) in August, September, and October (toward the end of the Theme Park's season) when the Park will be open and events could occur on the same days. Other events (less than 20 per year) could be scheduled by the Stadium Manager in cooperation with the Theme Park to minimize access and parking conflicts. On occasions when the Theme Park is operating and a Stadium event is scheduled, coordination between both parties is necessary to ensure efficient flow of vehicles into and out of the two adjacent venues. This section of the TMOP outlines procedures for Great America Theme Park attendee parking during Stadium events.

<u>Parking Supply</u>

Upon completion of Stadium construction, the Great America parking lot will contain approximately 6,500 parking spaces. On occasions when the Theme Park is operating and a Stadium event is scheduled, the Stadium will have access to 5,000 of these spaces, and Park patrons will have access to two designated parking lot subsections with approximately 1,500 parking spaces. The designated Great America Theme Park parking supply on event days is illustrated in **Figure 7-1**.

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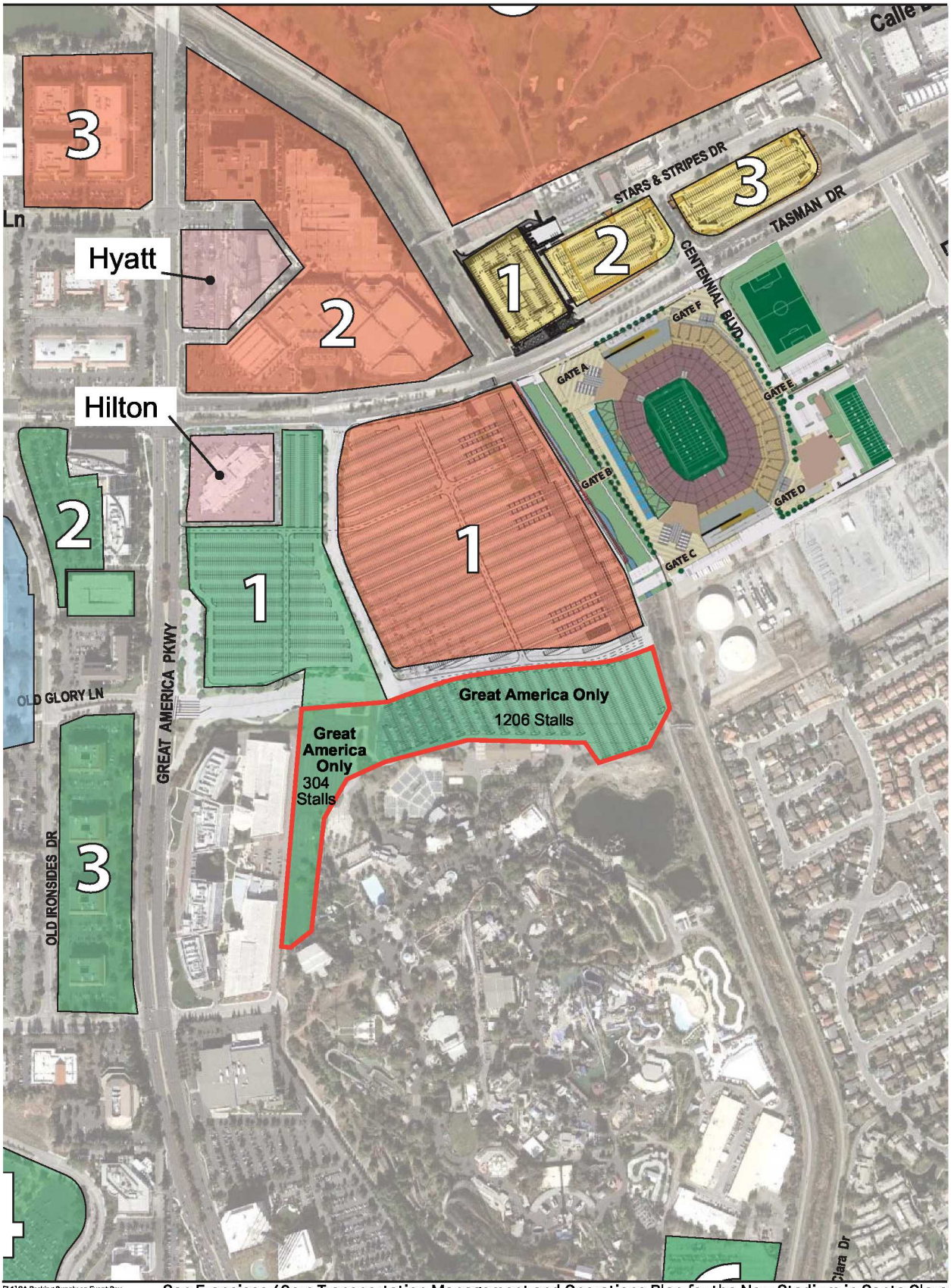

[7-1] GA Parking Supply on Event Day

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-1

Great America Theme Park Parking Supply on Event Day

when Great America is open on Event Day

4/24/2014

Event Day Parking Lot Operations

Given the lower cost of Great America Theme Park parking (daily parking passes range from $15 to $22, season parking passes range from $55 to $75, or free season parking with other passes) versus Stadium event parking, and the proximity of the designated Theme Park parking lot to the Stadium, it is possible that some Stadium patrons may attempt to park in the designated Theme Park parking lot. Methods to prevent Stadium patrons from parking in the designated Theme Park parking lot will be determined through ongoing meetings between Great America staff, the Stadium Manager, and the City of Santa Clara Police Department; and will be implemented ahead of dual-use events.

At this time, two potential event day parking lot operations plans are being considered. The two options are as follows:

Option A:

"Proof of Admittance" options, such as numbered spaces with payment upon entry, or proof after entry via various means are available. Parking attendants will be required to monitor the parking facility, check passengers in all exiting vehicles, and report any violators. Cooperation between the Stadium Manager, Santa Clara Police Department, and the Theme Park will be required to determine an appropriate course of action for violators. Based on findings, adjustments to the TMOP will be proposed.

Option B:

Temporary fencing could be introduced to limit pedestrian access points, and allow for monitoring of pedestrians exiting their vehicles. Such a plan will allow for parking attendants to be able to identify parking violations without slowing traffic flow to parking spaces. Cooperation between The Stadium Manager, Santa Clara Police Department, and the Theme Park will be required to determine an appropriate course of action for violators. Based on findings, adjustments to the TMOP will be proposed.

7.1.2 Great America Theme Park Vehicle Access during Events

It is a goal of the TMOP to ensure safe and efficient access for Great America patrons on Stadium event days coinciding with Great America operation. This section of the TMOP describes a detailed access plan specifically for Great America patrons, identifies where advance signage will be placed, and outlines how the message of event day access will be relayed to patrons.

Access Plan

The Stadium is located northeast of the Great America Theme Park on Tasman Drive, adjacent to the Great America parking lot. In general, Stadium-related traffic is expected to use the same major access routes to and from the Stadium as Great America Theme Park patrons. In the event that Stadium activity coincides with Great America Theme Park activity, safe and efficient access for Great America Theme Park patrons must be maintained. To accommodate the level of Stadium event traffic, the reconfiguration of the surrounding roadway network will be required for some periods of time before and after events to ensure safe and efficient travel to and from the Stadium. As a result, access to the Great America Theme Park can be achieved most efficiently by entering and exiting via designated roadways and directions. This section discusses changes to the roadway network and circulation patterns that will occur on Sunday afternoon event days, and details how access to Great America Theme Park will be provided.

Entering the Theme Park

Automobiles destined for the Theme Park parking lot will be able to enter the designated parking facilities via Great America Parkway from the south. However, Theme Park patrons will be encouraged to enter from the south, via U.S. 101 and Great America Parkway, as this is the easiest access route. Theme Park patrons will be encouraged to enter from the south by way of posted signage, as well as via online notifications on the Great America website. Automobiles approaching from the east on Tasman Drive will be diverted towards Mission College Boulevard via Lick Mill Boulevard and Montague Expressway.

It should be noted that the majority of Theme Park patron arrivals for typical Theme Park operation days are unlikely to conflict with the Stadium egress period, as Stadium events will typically conclude between 4:00 PM and 5:00 PM, when Theme Park arrivals tend to be very low. However, some degree of Theme Park patron arrivals will occur during the Stadium egress period. Further, special events at the Theme Park, such as the "Halloween Haunt," may begin at 5:30 PM, conflicting with the Stadium's egress period for Sunday afternoon events. In those instances where Theme Park patron arrival will occur during Stadium egress, patrons destined for the Theme Park parking lot will continue to be able to enter the designated parking facilities via Great America Parkway from the south, with entry from the south being the preferred point of entry. Automobiles approaching from the east on Tasman Drive will continue to be diverted towards Mission College Boulevard via Lick Mill Boulevard and Montague Expressway, as the Tasman Drive closure will remain in effect during Stadium egress.

Exiting the Theme Park

Theme Park patron departure is unlikely to substantially conflict with the Sunday afternoon Stadium ingress period, as Stadium ingress will typically occur between 8:00 AM and 1:00 PM, when Theme Park departures tend to be minimal. Based on traffic counts collected at all Great America vehicular access points, only a small percentage of Great America departures occur between the hours of 8:00 AM and 1:00 PM on Sundays. Automobiles exiting the Great America Theme Park designated parking facility during the Stadium ingress period must do so from the driveway at the Great America Parkway / Old Glory Lane intersection, where they will be required to turn left onto southbound Great America Parkway towards U.S. 101.

Automobiles exiting the Great America Theme Park designated parking facility from the driveway at the Great America Parkway / Old Glory Lane intersection during the Stadium egress period, or after the egress period has concluded will be able to:

1. Exit north along Great America Parkway then west along Tasman Drive towards the Lawrence Expressway; or,
2. Exit south along Great America Parkway to US-101.

An illustration of traffic flow in the vicinity of the Great America Theme Park on event days is provided in **Figures 7-2a** and **7-2b**. It should be noted that Great America traffic flow is shown against the Stadium ingress period.

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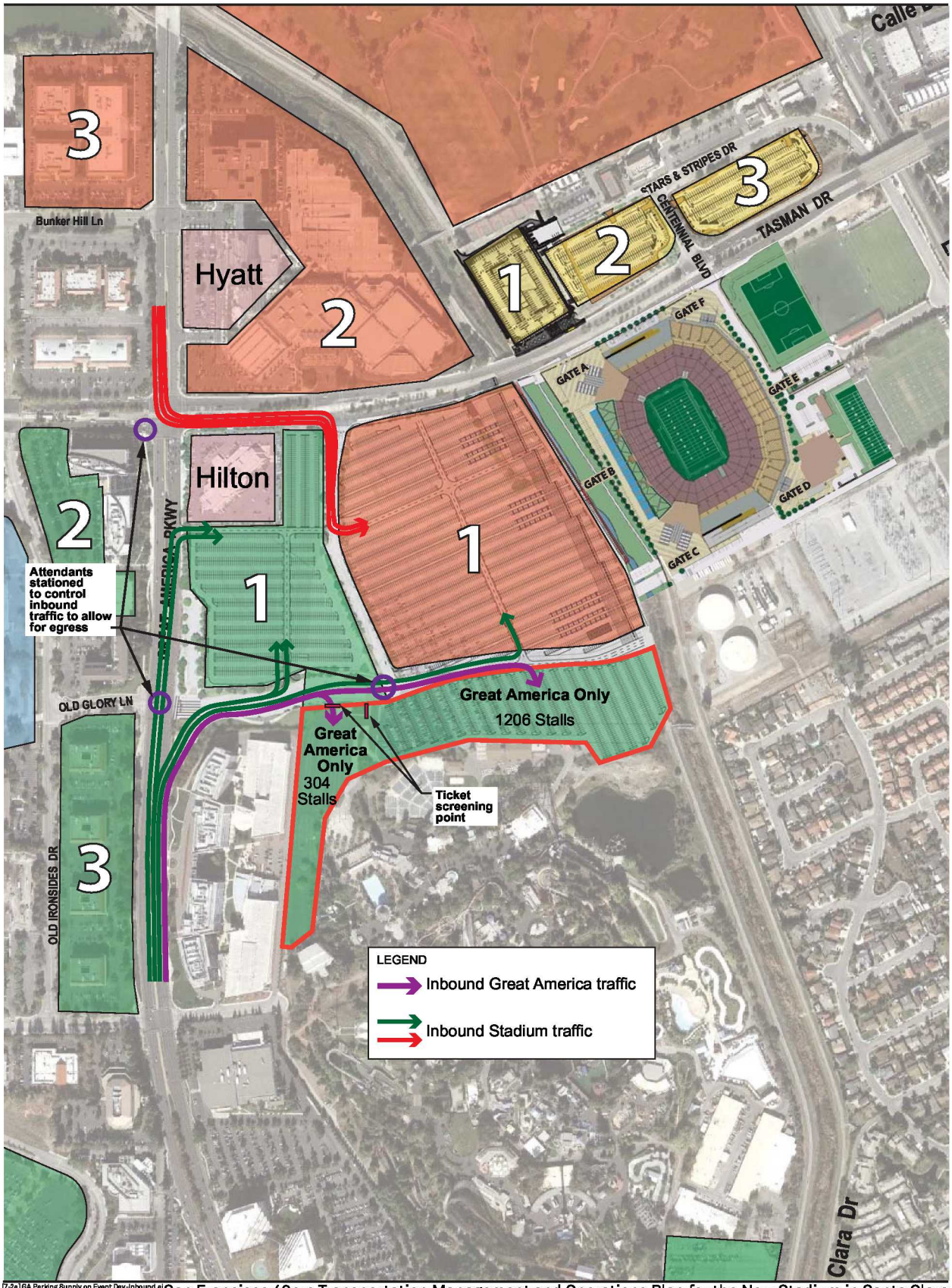

[7-2a] GA Parking Supply on Event Day-Inbound.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-2a

Access to Great America Theme Park on Event Day

when Great America is open on Event Day - Inbound

4/24/2014

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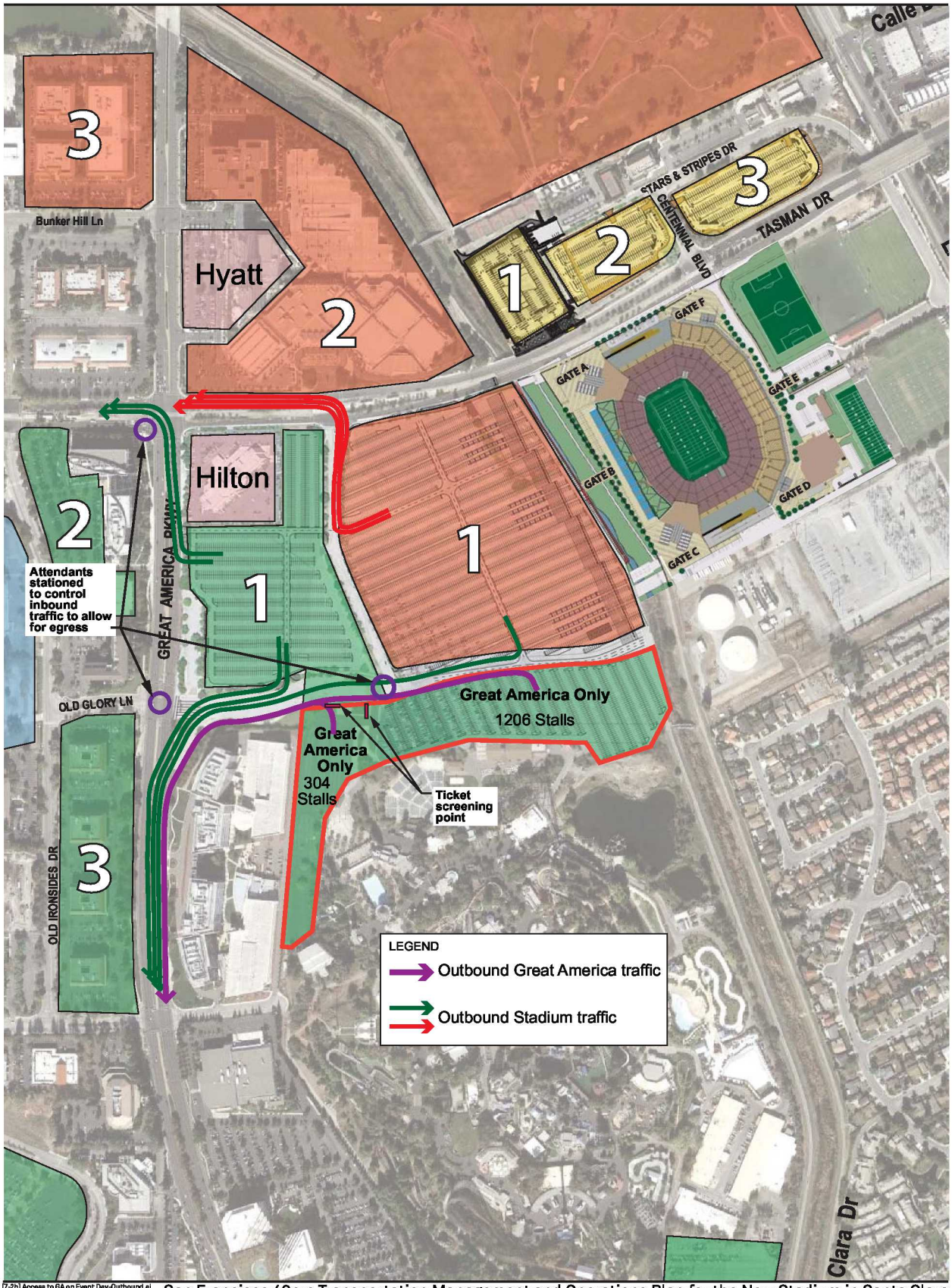

[7-2b] Access to GA on Event Day-Outbound.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-2b

Access to Great America Theme Park on Event Day

when Great America is open on Event Day - Outbound

4/24/2014

Advance Signage

In order to notify traffic approaching the impacted area of event day roadway configuration and access changes, changeable message signs and directional signage are to be used. Changeable message signs will be posted at each of the area's major access roadways. Each sign will indicate that a Stadium event will be occurring, and will recommend an alternate route. The locations of the changeable message signs is shown in **Figure 7-3**.

Temporary directional signage will be placed throughout the Stadium area, in areas where signage currently exists, to clearly identify alternate routes for Great America Theme Park related traffic.

Communication

Concurrent events have the potential to create increased traffic congestion and conflicts. Collaboration and coordination between the Stadium Manager and the Theme Park will be required to ensure implementation of an integrated set of event management strategies and to ensure the dissemination of credible traveler information. Public awareness strategies and communications strategies for implementation include:

- Education on ticket purchase and/or with tickets
- Brochures and mailers
- Press releases and media alerts
- Telephone hotline
- Smartphone application
- Web-based dissemination

7.2 Techmart and Convention Center Vehicle Access during Events

Similar to Great America, Stadium activity may coincide with Techmart and Convention Center activity. In the event that this occurs, safe and efficient access for Techmart and Convention Center patrons must be maintained. To accommodate this level of event traffic, reconfiguration of the surrounding roadway network for some periods of time before and after events will ensure safe and efficient travel to and from the Stadium. As a result, access to the Techmart and Convention Center, can be achieved most efficiently by entering and exiting via designated roadways. This section of the TMOP describes what changes may occur on Stadium event days, and how access to Techmart and the Convention Center will be provided.

Access Plan

The Stadium is located southeast of the Techmart and Convention Center on Tasman Drive, adjacent to the Great America parking lot. Vehicular access to the area east of the Convention Center's Tasman Drive entrance will be strictly prohibited on event days, as the area along Tasman Drive between the Convention Center Tasman Drive entrance and Centennial Boulevard will be designated for pedestrian and light rail transit use only. On event days, police officers will regulate traffic flow at the Great America Parkway / Bunker Hill Lane intersection and ensure that patrons of Techmart and the Convention Center can gain access to these facilities.

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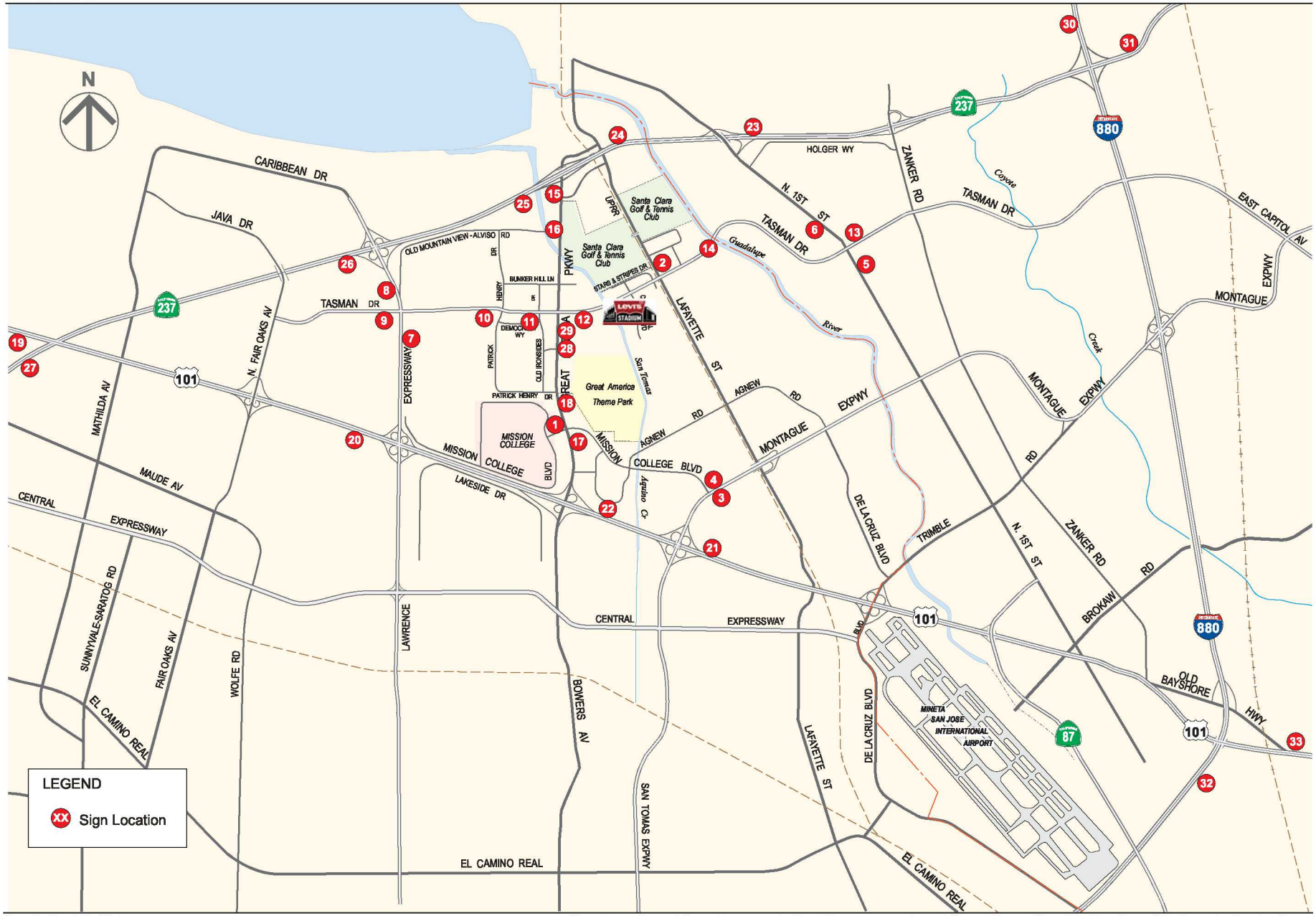

Advance Event Message Signs [7-3].ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-3

Advance Event Message Signs

3/27/2014

Entering Techmart and the Convention Center

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, the most efficient method of accessing the Techmart and Convention Center parking areas is by entering from the north on southbound Great America Parkway, and turning left at the Bunker Hill Lane entrance. Access to the Techmart and Convention Center entrance on Tasman Drive and the eastbound left-turn at the Tasman Drive/Convention Center entrance will be prohibited as part of the Tasman Drive closure.

Exiting Techmart and the Convention Center

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Techmart and Convention Center patrons will be required to make a right-turn out of the parking lot and exit onto northbound Great America Parkway towards SR 237. An illustration of traffic flow in the vicinity of Techmart and the Convention Center on event days is provided as **Figure 7-4**.

Advance Signage

In order to notify traffic approaching the impacted area of event day roadway changes, changeable message signs and directional signage are to be used. The changeable message signs shall be posted at each of the major access roadways. Each sign will indicate that a Stadium event will be occurring, and will recommend an alternate route. The locations of the changeable message signs, including the message to be displayed at each location, is shown in **Figure 7-3**.

Directional signage will be placed throughout the Stadium area to clearly identify alternate routes for Techmart and Convention Center related traffic. The locations of all advance signage are illustrated in **Figure 7-3**.

Communication

Concurrent events have the potential to create increased traffic congestion and conflicts. Collaboration and coordination between the Stadium Manager and Techmart and the Convention Center will be required to ensure implementation of an integrated set of event management strategies and to ensure the dissemination of credible traveler information. The Stadium Manager shall communicate the Stadium's anticipated Annual Events Calendar to all neighboring property owners so that they may plan accordingly, and collect annual event scheduling information from Techmart and the Convention Center. Public awareness strategies and communications strategies for implementation include:

- Brochures and mailers
- Press releases and media alerts
- Telephone hotline
- Web-based dissemination
- Smartphone application
- Public meetings

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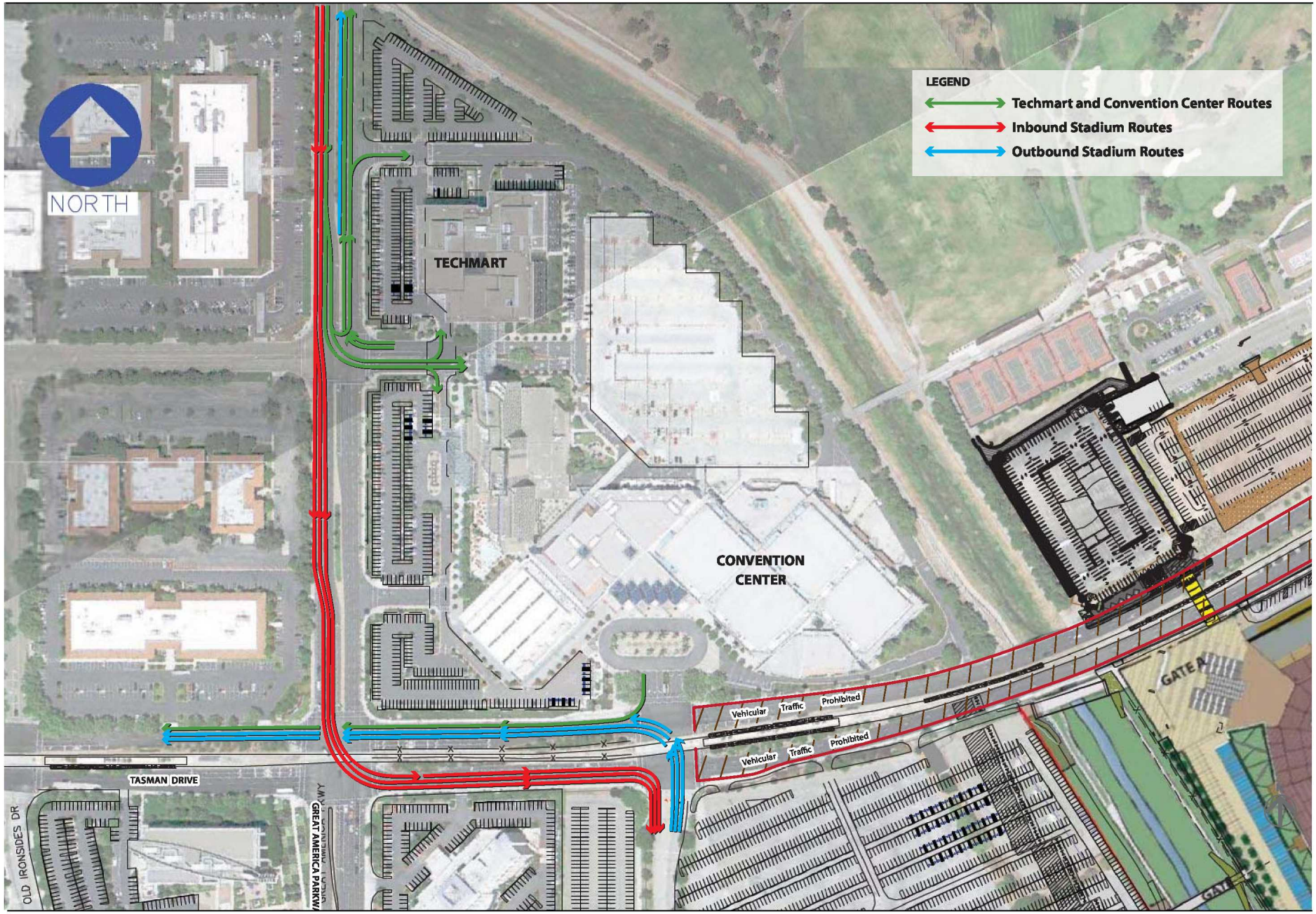

[7-4] Access to Techmart & Convention Center

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-4

Access to Techmart and Convention Center on Event Day

4/21/2014

7.3 Santa Clara Youth Soccer Park Vehicle Access during Events

Stadium activity may coincide with Santa Clara Youth Soccer Park activities. In the event that this occurs, safe and efficient access, and parking, for Youth Soccer Park users must be maintained. To accommodate event day levels of traffic, reconfiguration of the surrounding roadway network for some periods of time before and after events will ensure safe and efficient travel to and from the Stadium. As a result, access to this facility can be achieved most efficiently by entering and exiting via designated roadways. This section of the TMOP describes what changes may occur on Stadium event days and how access to the Santa Clara Youth Soccer Park will be provided.

Access Plan

The Stadium is located west of the Youth Soccer Park. On event days, police officers will regulate traffic flow and prohibit vehicles from traveling along Tasman Drive between Convention Center Circle and Centennial Boulevard. Vehicular access to the area west of the Centennial Boulevard / Tasman Drive intersection will be strictly prohibited on event days, as the area along Tasman Drive between Convention Center Circle and Centennial Boulevard will be designated for pedestrian and transit use only. Traffic officers will control the pedestrian crossings at the intersection of Centennial Boulevard and Stars & Stripes Drive.

Entering the Santa Clara Youth Soccer Park

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Santa Clara Youth Soccer Park can only be accessed by patrons from the east access point at the cul-de-sac on Stars & Stripes Drive. Youth Soccer Park related traffic will make a right turn onto northbound Centennial Boulevard from westbound Tasman Drive, turn right onto Stars & Stripes Drive, and continue to the parking lot access point at the end of the cul-de-sac.

Exiting the Santa Clara Youth Soccer Park

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Santa Clara Youth Soccer Park patrons will be required to exit the facility via the access point at the cul-de-sac on Stars & Stripes Drive. Youth Soccer Park related traffic will make a left turn onto southbound Centennial Boulevard from westbound Stars & Stripes Drive, and will then be required to turn left onto eastbound Tasman Drive towards North 1st Street. An illustration of traffic flow in the vicinity of the Santa Clara Youth Soccer Park on event days is provided as **Figure 7-5**.

Advanced Notice

Advance notice for scheduled users of the soccer facilities will be sent via the City Scheduler directly to each user.

Communication

Concurrent events have the potential to create increased traffic congestion and conflicts. Collaboration and coordination between the Stadium Manager and the Santa Clara Youth Soccer Park will be required to ensure implementation of an integrated set of event management strategies and to ensure the dissemination of credible traveler information. The Stadium Manager will communicate the Stadium's anticipated Annual Events Calendar to all neighboring property owners so that they may plan accordingly, and collect annual event scheduling information from the Santa Clara Youth Soccer Park. Public awareness strategies and communications strategies for implementation are described in Section 7.1.2.

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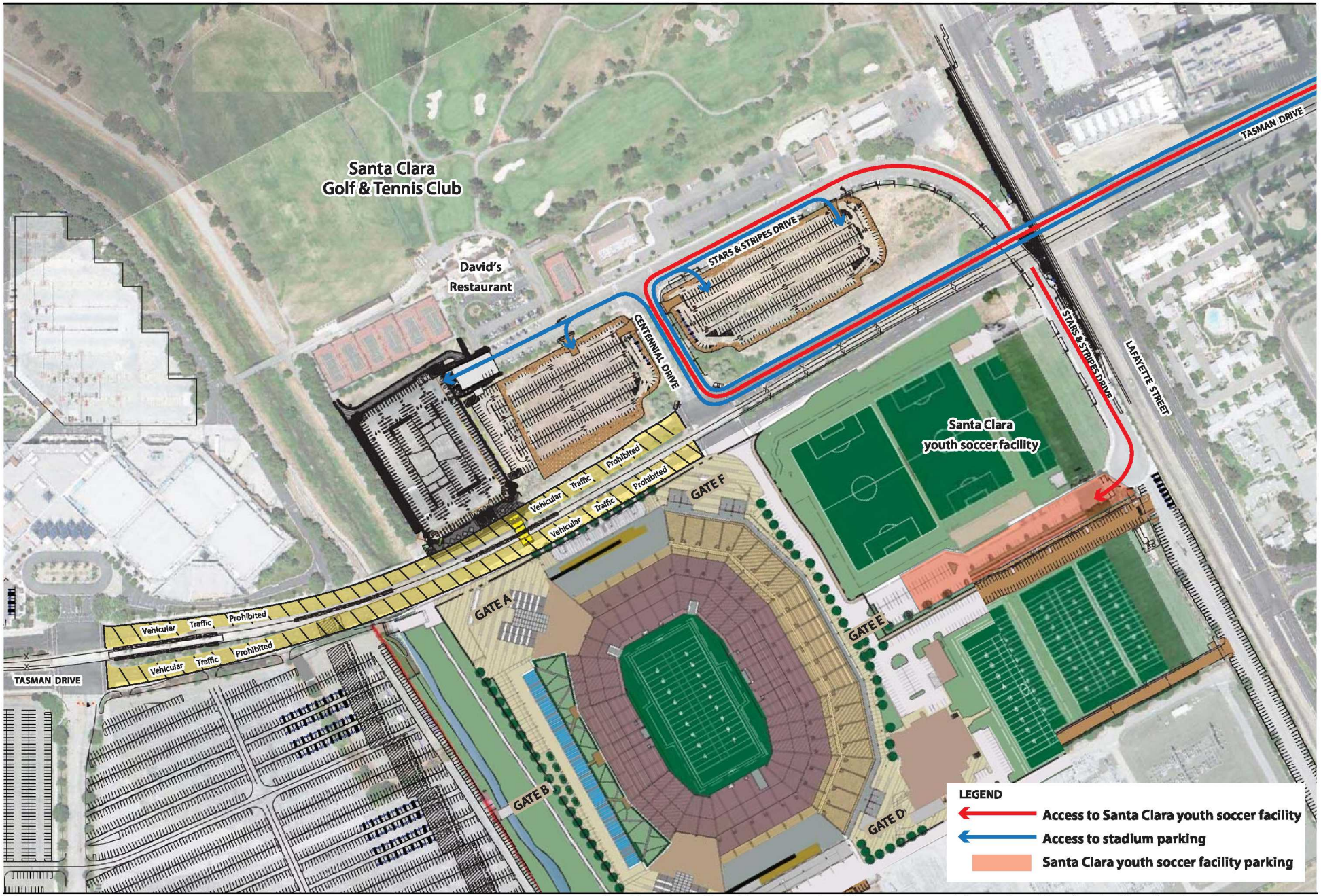

[7-5] Access to youth soccer facilitiy.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-5

Access to Santa Clara youth soccer facility on Event Day

4/21/2014

7.4 Santa Clara Golf & Tennis Club Vehicle Access during Events

For large events, it is expected that the Stadium will utilize the Santa Clara Golf Course for parking. When the Santa Clara Golf Course for parking is being used for Stadium event parking, the Santa Clara Tennis Club will be closed. However, for smaller events that do not utilize the Santa Clara Golf Course for parking, safe and efficient access, and parking, for Golf and Tennis Club users must be maintained. To accommodate event day levels of traffic, reconfiguration of the surrounding roadway network for some periods of time before and after events will ensure safe and efficient travel to and from the Stadium. As a result, access to this facility can be achieved most efficiently by entering and exiting via designated roadways. This section of the TMOP describes what changes may occur on event days and how access to the Santa Clara Golf & Tennis Club will be provided.

Access Plan

The Stadium is located south of the golf and tennis club. On event days, police officers will regulate traffic flow and prohibit vehicles from traveling along Tasman Drive between Convention Circle and Centennial Boulevard. Vehicular access to the area west of the Centennial Boulevard / Tasman Drive intersection will be strictly prohibited on event days, as the area along Tasman Drive between Convention Circle and Centennial Boulevard will be designated for pedestrian and transit use only. Traffic officers will control the pedestrian crossings at the intersection of Centennial Boulevard and Stars & Stripes Drive.

Entering the Santa Clara Golf & Tennis Club

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Santa Clara Golf & Tennis Club can be only accessed by patrons from westbound Tasman Drive by making a right turn onto northbound Centennial Boulevard from westbound Tasman Drive and continuing onto Stars & Stripes Drive to the parking lot entrance(s). Users of these facilities will park on-street adjacent to the Santa Clara Golf & Tennis Club.

Exiting the Santa Clara Golf & Tennis Club

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Santa Clara Golf & Tennis Club patrons will be required to exit the club by making a right turn from Stars & Stripes Drive onto southbound Centennial Boulevard, followed by a left turn onto eastbound Tasman Drive towards North 1st Street. An illustration of traffic flow near the Santa Clara Golf & Tennis Club on event days is provided as **Figure 7-6**.

Advance Signage

In order to notify traffic approaching the impacted area of event day roadway changes, changeable message signs and directional signage are to be used. The changeable message signs shall be posted at each of the major access roadways. Each sign will indicate that there is a Stadium event will be occurring, and will recommend an alternate route. The locations of the changeable message signs, including the message to be displayed at each location, is shown in **Figure 7-3**.

Directional signage will be placed throughout the Stadium area to clearly identify alternate routes for Santa Clara Golf & Tennis Club related traffic.

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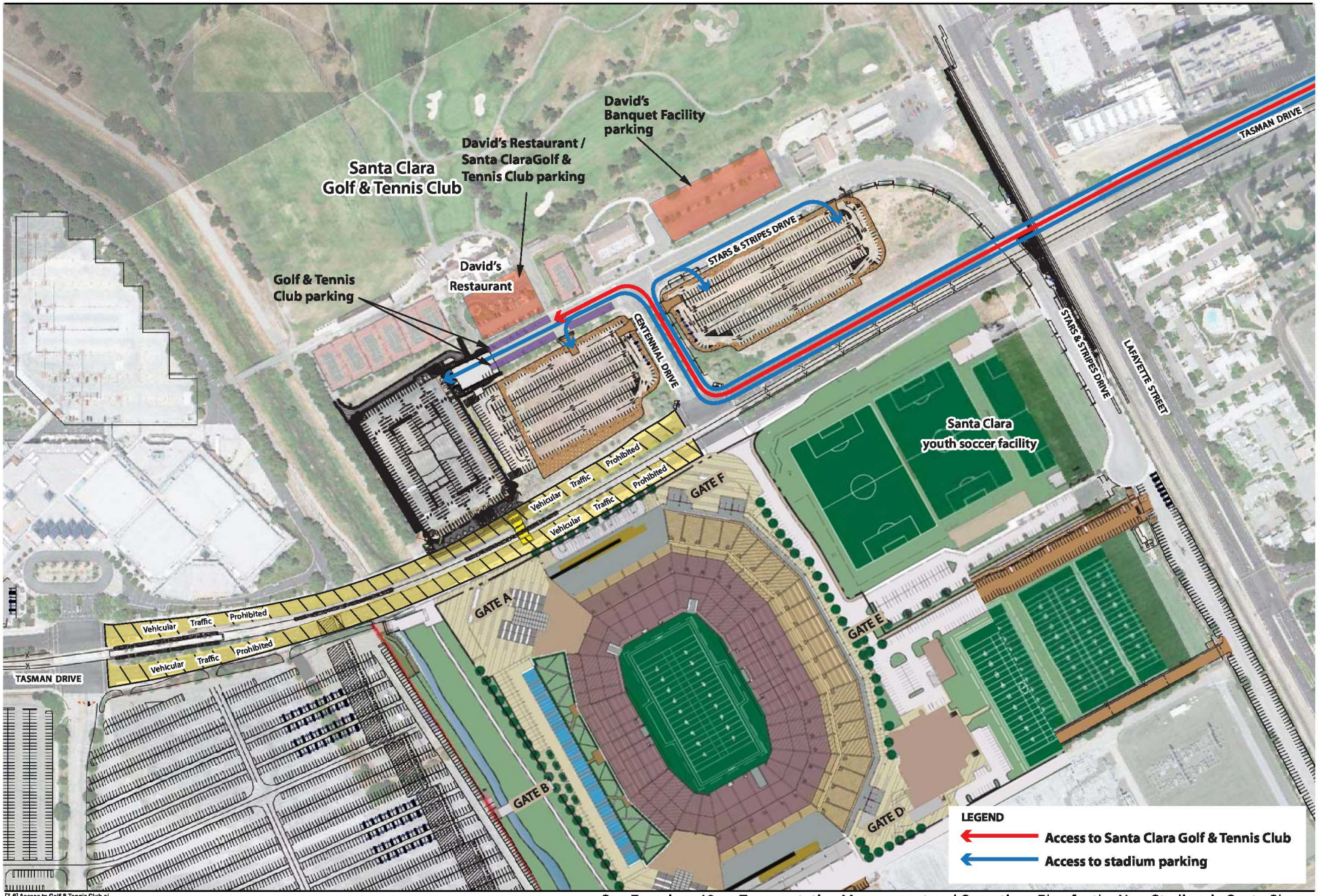

[7-6] Access to Golf & Tennis Club.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-6

Access to Santa Clara Golf & Tennis Club on Event Day

4/21/2014

Communication

Concurrent events have the potential to create increased traffic congestion and conflicts. Collaboration and coordination between the Stadium Manager and the Santa Clara Golf & Tennis Club will be required to ensure implementation of an integrated set of event management strategies and to ensure the dissemination of credible traveler information. The Stadium Manager shall communicate the Stadium's anticipated Annual Events Calendar to all neighboring property owners so that they may plan accordingly, and collect annual event scheduling information from the Santa Clara Golf & Tennis Club. Public awareness strategies and communications strategies for implementation are described in Section 7.1.2.

7.5 David's Restaurant and Banquet Facility Vehicle Access during Events

Stadium activity may coincide with activity at David's Restaurant and Banquet Facility. In the event that this occurs, safe and efficient access for facility users must be maintained. To accommodate event day levels of traffic, reconfiguration of the surrounding roadway network for some periods of time before and after events will ensure safe and efficient travel to and from the Stadium. As a result, access to this facility can be made most efficiently by entering and exiting via designated roadways. This section of the TMOP describes what changes may occur on Stadium event days and how access to David's Restaurant and Banquet Facility will be provided.

Access Plan

The Stadium is located south of the restaurant facility. On event days, police officers will regulate traffic flow and prohibit vehicles from traveling along Tasman Drive between Convention Circle and Centennial Boulevard. Vehicular access to the area west of the Centennial Boulevard / Tasman Drive intersection will be strictly prohibited on event days, as the area along Tasman Drive between Convention Circle and Centennial Boulevard will be designated for pedestrian and transit use only. Traffic officers will control the pedestrian crossings at the intersection of Centennial Boulevard and Stars & Stripes Drive.

Entering David's Restaurant and Banquet Facility

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, David's Restaurant and Banquet Facility can only be accessed by patrons from westbound Tasman Drive, by making a right turn onto northbound Centennial Boulevard from westbound Tasman Drive, and a turn onto westbound or eastbound Stars & Stripes Drive to access the facility's parking lot. During Stadium events, David's Restaurant and Banquet Facility's parking supply will be monitored by facility personnel to ensure efficient flow of vehicles in or out of the area.

Exiting David's Restaurant and Banquet Facility

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, David's Restaurant and Banquet Facility patrons will be required to exit the facility by accessing southbound Centennial Boulevard followed by a left turn onto eastbound Tasman Drive towards North 1st Street. An illustration of traffic flow in the vicinity of David's Restaurant and Banquet Facility on event days is provided as **Figure 7-7**.

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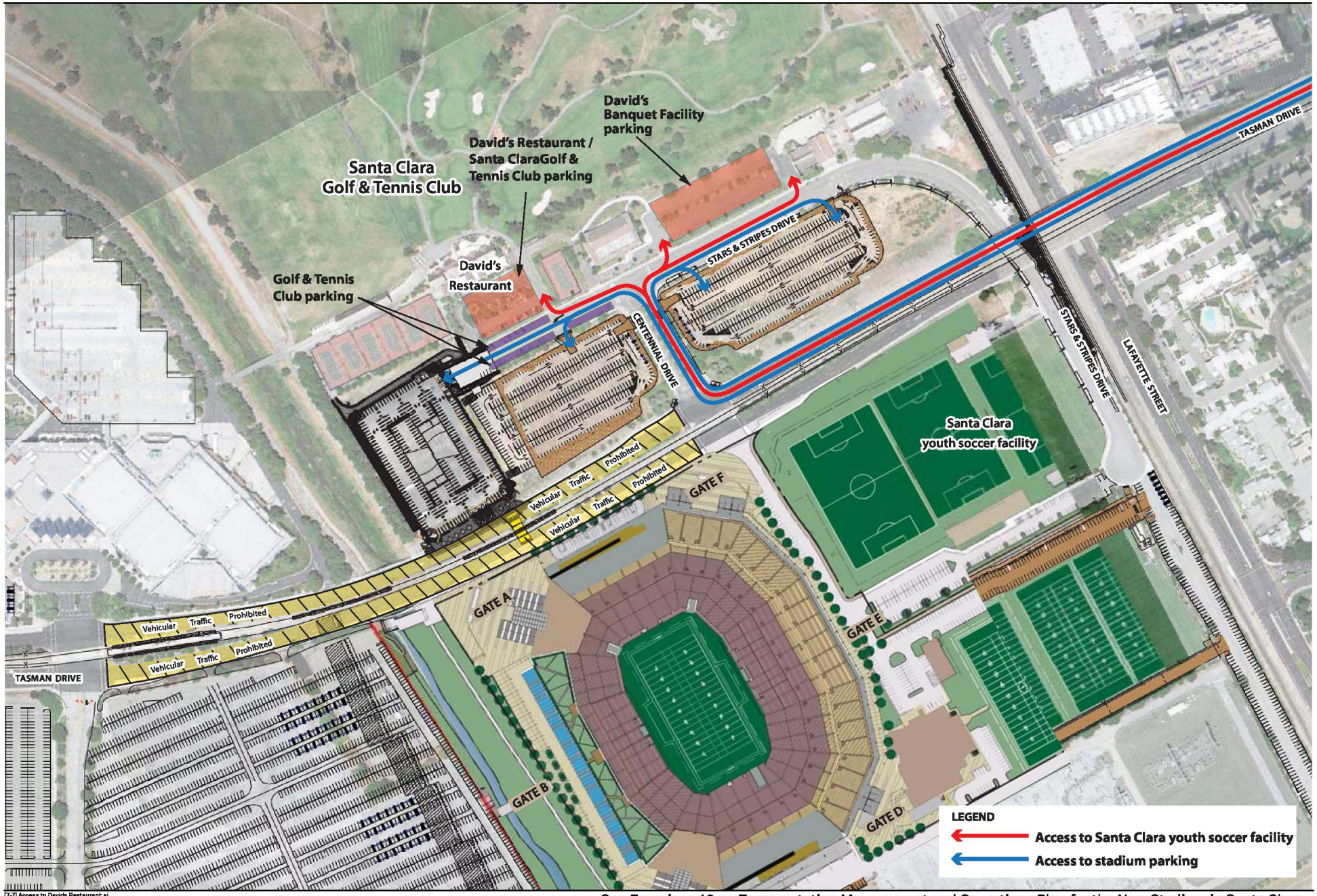

[7-7] Access to Davids Restaurant.ai

San Francisco 49ers Transportation Management and Operations Plan for the New Stadium in Santa Clara

Figure 7-7

Access to David's Restaurant on Event Day

4/21/2014

Advance Signage

In order to notify traffic approaching the impacted area of event day roadway changes, changeable message signs and directional signage are to be used. The changeable message signs shall be posted at each of the major access roadways. Each sign will indicate that there is a Stadium event will be occurring, and will recommend an alternate route. The locations of the changeable message signs are shown in **Figure 7-3**.

Directional signage shall be placed throughout the Stadium area to clearly identify alternate routes for David's Restaurant and Banquet Facility related traffic.

Communication

Concurrent events have the potential to create increased traffic congestion and conflicts. Collaboration and coordination between the Stadium Manager and David's Restaurant and Banquet Facility will be required to ensure implementation of an integrated set of event management strategies and to ensure the dissemination of credible traveler information. The Stadium Manager shall communicate the Stadium's anticipated Annual Events Calendar to all neighboring property owners so that they may plan accordingly, and collect annual event scheduling information from David's Restaurant and Banquet Facility. Public awareness strategies and communications strategies for implementation are described in Section 7.1.2.

7.6 Our Lady of Peace Church and Shrine

Stadium activity may coincide with Our Lady of Peace Church and Shrine activity. In the event that this occurs, safe and efficient access, and parking, for Church and Shrine users must be maintained. To accommodate event day levels of traffic, reconfiguration of the surrounding roadway network for some periods of time before and after events will ensure safe and efficient travel to and from the Stadium. As a result, access to this facility can be made most efficient by entering and exiting via designated roadways. This section of the TMOP describes what changes may occur on Stadium event days and how access to the Our Lady of Peace Church and Shrine will be provided.

Access Plan

The Stadium is located northeast of the Our Lady of Peace Church and Shrine. Vehicular access to the Church and Shrine area will be provided via Great America Parkway, Mission College Boulevard, and Our Lady's Way.

Entering Our Lady of Peace Church and Shrine

With the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Our Lady of Peace Church and Shrine will be accessible by making a left turn onto Mission College Boulevard from northbound Great America Parkway, and entering the parking lot directly from Mission College Boulevard. The Church and Shrine will also be accessible by making a u-turn at the Great America Parkway / Mission College Boulevard intersection (i.e., from northbound Great America Parkway onto southbound Great America Parkway), turning right onto Our Lady's Way, and entering the parking lot directly from Our Lady's Way.

Exiting Our Lady of Peace Church and Shrine

Due to the reconfiguration of the roadway network to accommodate Stadium traffic on event days, Church and Shrine patrons will be required to exit the facility via Our Lady's Way. Church and Shrine related traffic will either travel eastbound along Our Lady's Way, and make a right turn onto southbound Great America Parkway; or travel westbound along Our Lady's Way, and make a left turn onto southbound Mission College Boulevard.

An illustration of traffic flow in the vicinity of the Our Lady of Peace Church and Shrine on event days is provided as **Figure 7-8**.

Advance Notice

In order to notify traffic approaching the impacted area of event day roadway changes, changeable message signs and directional signage are to be used. The changeable message signs shall be posted at each of the major access roadways. Each sign will indicate that there is a Stadium event will be occurring, and will recommend an alternate route. The locations of the changeable message signs are shown in **Figure 7-3**.

Communication

Concurrent events have the potential to create increased traffic congestion and conflicts. Collaboration and coordination between the Stadium Manager and Our Lady of Peace Church and Shrine will be required to ensure implementation of an integrated set of event management strategies and to ensure the dissemination of credible traveler information. The Stadium Manager shall communicate the Stadium's anticipated Annual Events Calendar to all neighboring property owners so that they may plan accordingly, and collect annual event scheduling information from Our Lady of Peace Church and Shrine. Public awareness strategies and communications strategies for implementation are described in Section 7.1.2.

7.7 Great America Commuter Rail Station

Stadium activity may coincide with general use of the Great America Commuter Rail Station by ACE and Capitol Corridor. Both ACE and Capitol Corridor will provide services during weeknight events that will require passengers to access the station via personal auto, ACE provided shuttles, and by private employer shuttles. Currently, ACE provides eight shuttle routes that carry passengers between the Great America Commuter Rail Station, and the Cities of Palo Alto, Mountain View, Sunnyvale, Santa Clara, San Jose, and Milpitas. Each shuttle is timed with ACE train weekday peak hour arrivals and departures. Capitol Corridor provides two shuttle routes carrying passengers between nearby businesses and the Great America Commuter Rail Station. Both ACE and Capitol Corridor shuttles currently stage along Stars and Stripes Drive, adjacent to the Station. Capitol Corridor shuttle routes currently approach the Station from the west via Tasman Drive, and exit to the east via Tasman Drive. ACE shuttle routes currently approach the Station from both the east and west via Tasman Drive. For weekday events that will necessitate a closure of Tasman Drive, shuttle routes will need to be augmented, and shuttle schedules will need to be adjusted accordingly. The shuttles reroutes will include a detour to Great America Way (north of the Stadium area), to Mission College Boulevard and Agnew Road (south of the Stadium area), and to Lafayette Street (east of the Stadium area).

AECOM

San Francisco 49ers Transportation Management and Operations Plan for a New Stadium in Santa Clara

Figure 7-8

Access to Our Lady of Peace Church and Shrine

1/11/2013

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8.0 Development of Operating Budget

The operating budget for all elements of the TMOP shall be maintained by the Stadium Manager, and revised annually based on input received from all working groups. Detailed tasks and associated costs will be organized within a separate operating budget document, rather than within the TMOP itself. However, the cost estimations are expected to include (but are not limited to) the following items:

- Development and circulation of Annual Events Calendar;
- Implementation of traffic signal improvements;
- Establishment of Stadium security perimeter on event days;
- Implementation of parking and traffic control plans on event days, including:
    - Event day signal modifications;
    - Arrangement of parking facilities and stationing of ticket takers;
    - Placement of signage and coning to control the direction of traffic flow;
    - Placement of changeable message signs;
    - Stationing of officers at select intersections; and
    - Circulation of event day information to ticket holders, as well as to local businesses and area residents.
- Implementation of transit adjustments on event days, including:
    - Tasman Drive at-grade crossing; and
    - Transit queuing areas.
- Data collection efforts, including:
    - Event day observations;
    - Aerial photography;
    - Transit ridership on event days, and non-event days; and
    - Analysis of collected data.
- Preparation of reports and data for working group review; and
- Continued coordination with nearby facilities.

Each year, the operating budget is to be reviewed and approved by the Stadium Authority.

DRAFT

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-1

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 14-2 for Professional Services with Flynn Resource Consultants Inc., for Consulting Services Related to Transmission Analysis Support for the Electric Resource Division

EXECUTIVE SUMMARY:

Flynn Resource Consultants, Inc., (Flynn RCI) currently supports the Silicon Valley Power (SVP) Resources Division with consulting regarding transmission issues. Staff proposes to enter into Call No. 14-2 with Flynn RCI in order to identify and analyze transmission projects that will increase reliability and reduce congestion and overall SVP transmission costs, as well as reduce the dependence on costly generation in the Greater Bay Area (GBA). Opportunities that benefit the City include participating in California Independent System Operator (CAISO) transmission planning processes, identifying projects that SVP would build and own, encouraging others to build and own projects that will benefit SVP, or forming partnerships to build and own projects jointly. Under Call No. 14-2, Flynn RCI will represent SVP in the upcoming CAISO GBA Stakeholder Study Group Long Term Transmission Planning process, and will perform the required engineering and planning analysis, as appropriate. A copy of Call No. 14-2 can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Call No. 14-2 with Flynn RCI will provide staff the required support to assure that adequate and cost-effective transmission is available to meet the needs of SVP and its customers. Assuring that the City is represented effectively requires the specialized expertise and resources available from Flynn RCI.

ECONOMIC/FISCAL IMPACT:

The total cost of Call No. 14-2 will not exceed $250,000.00. Sufficient funds are available in the Capital Projects System Short Circuit Fault Duty Reduction, account 591-1361-80100-2106-[F]34100 ($100,000.00) and Install Phase Shifting Transformer at NRS, account 591-1361-80100-2404-[F]34100 ($150,000.00).

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-2 for Professional Services with Flynn Resource Consultants Inc., in an amount not to exceed $250,000.00, for consulting services related to transmission analysis support for the Electric Department Resource Division.

for John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds:

591-1361-80100-2106	$100,000.00
591-1361-80100-2404	$150,000.00

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Call No. 14-2 for Professional Services with Flynn Resource Consultants, Inc.***

Ebix Insurance No. S200001367

CALL NO. 14-2
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY FLYNN RESOURCE CONSULTANTS INC.

The Parties to this Call No. 14-2 ("Call") agree that on this _____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Flynn Resource Consultants Inc.," dated August 21, 2012, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Flynn Resource Consultants Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Transmission Analysis Support" dated June 13, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on August 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed two hundred fifty thousand dollars ($250,000.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

FLYNN RESOURCES CONSULTANTS INC.
a California corporation

By: Douglas A. Boccignone
DOUGLAS A. BOCCIGNONE
Title: Chief Financial Officer
Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Telephone: (888) 634-0222
Fax: (888) 634-7509
"CONTRACTOR"

Scope of Service
Transmission Analysis Support
for

Silicon Valley Power

June 13,2014

Overview

This document outlines the scope of services for Flynn Resource Consultants Inc. (Flynn RCI) to support SVP's need for expert transmission system impact analysis. Silicon Valley Power (SVP), on its own and jointly with the Bay Area Municipal Transmission Group (BAMx), has promoted the construction of needed new transmission into the Greater Bay Area (GBA) while opposing transmission that is not needed to reliably serve load and unnecessarily increases transmission cost for SVP. It also studied how to make changes to the transmission system supplying SVP's load to improve reliability and operating economics.

1. Background

The California Independent System Operator (CAISO) began a new process under FERC Order 890 in 2008 to study and propose major new transmission projects within the CAISO Balancing Authority Area (BAA). The CAISO has also made major changes to their tariff which ensure compliance with national and regional reliability requirements and has developed transmission standards that exceed those standards which has led and will likely lead to further major additions to the transmission system in the CAISO BAA. This has and will dramatically increase the cost of CAISO transmission service to SVP. Flynn RCI has been actively participating in this process on behalf of SVP and BAMx.

Flynn RCI has also in the past assisted BAMx and SVP management on key elements to consider regarding alternatives to transmission service from the CAISO grid. Although BAMx funds much of this work, the analysis of transmission elements specific to SVP would be authorized under this Call. Flynn RCI has also advised SVP under previous calls concerning new transmission development activities of TANC and potential opportunities to jointly develop new and/or upgraded transmission facilities with other entities. Most recently Flynn RCI has studied the economics of reducing SVP's transmission cost through the installation of a phase shifting transformer at Northern Receiving station. Flynn RCI also has assisted SVP in the development of that project. Under the scope of services proposed here, Flynn RCI may be called upon to assist the SVP staff in developing the most favorable transmission alternative(s) that are identified as part of this Call.

2. Task Description: Expert Transmission Analytical and Strategic Support

Flynn RCI proposes to continue to analyze the capability and limitations of the existing transmission system. It will also analyze potential additions to the transmission system that

will increase reliability and/or decrease transmission costs and/or increase the ability to meet SVP's local capacity/deliverability obligations. These "core" tasks will include:

1. Conducting power flow and short circuit studies to determine the SVP Transmission Import Capability based upon the transmission system's ability to meet reliability criteria under multiple assumptions regarding transmission configurations, load growth and generation availability.
2. Studying the financial impact of transmission and generation projects proposed by SVP and others, given expected local capacity obligations, potential exposure to transmission congestion costs, and the potential to avoid transmission wheeling access charges.
3. Working with the CAISO, PG&E and SVP staff on the transmission impact studies and costs of upgrading SVP's transmission assets. In particular, Flynn RCI will assist SVP staff in reviewing transmission impact study results and in having the related follow-up discussions with the CAISO and PG&E.

To perform the services described above, Flynn RCI will need to utilize specialized software to perform power flow modeling. It may also, from time to time, need to deploy specialized software for short circuit modeling and/or market simulation modeling.

Based upon the study results and available budget under this proposal, Flynn RCI may also be called upon to perform the following activities in addition to the "core" tasks described above:

1. Provide advice with respect to transmission issues and opportunities for SVP under the CAISO transmission planning process.
2. Prepare an application on behalf of SVP for the CAISO annual Request Window.
3. Assist with strategies and negotiations with CAISO, PG&E, Western and others to advance those transmission projects which best serve SVP's interests.
4. Assist SVP Management with developing improvements to the transmission system serving SVP's load.
5. Develop RFIs or RFPs to refine the cost and feasibility of transmission improvements.
6. Assist the SVP Management in negotiating contracts for the construction and interconnection of transmission and generation resources.

3. Sub-Contracted Services and Extraordinary Expenses

Flynn RCI also may, at the direction of the SVP's Division Manager, retain sub-contractors. Such subcontractors may include specialists on transmission system design, cost, and construction.

4. Budget

Flynn RCI will perform the tasks as directed by SVP's Division Manager on an as-needed basis and will keep SVP's Division Manager informed through telephone and/or email

communications on an ongoing basis. At the Division Manager's request, Flynn RCI will provide Division Status reports describing the work performed to-date and expected future work. The budget for this effort during Fiscal Year (FY) 2014/15 is $250,000.

Flynn RCI hourly rates for FY2014/15 for professional services are listed below:

Labor Category	Key Personnel	Hourly Rate
Principal	Doug Boccignone Barry Flynn	$285 per hour
Managing Consultant	Robert Jenkins	$265 per hour
Senior Consultant – Power Engineer	Rog Dacanay Ken Lau Eric Law Rod Maslowski Bob Stuart	$255 per hour
Senior Consultant	Raymond Camacho Mike Keller Pushkar Wagle	$235 per hour
Consultant	Alexey Orkin Karl Shaffer Chris Wysocki	$200 per hour
Associate Consultant		$180 per hour
Analyst	Sean Brannan	$125 per hour
Office Support	Tricia Tom	$60 per hour

All travel, food, and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service. Extraordinary expenses, such as use of sub-contracted experts, etc. may be billed with prior approval of SVP's Division Manager.

For any month in which specialized modeling software is used to perform services under this agreement, the following charges shall apply:

Power flow modeling - $250/month
Short circuit and stability modeling – $775/month
Market modeling - $3,850/month

Specialized software costs that exceed the above amounts may be billed with the prior approval of the SVP's Division Manager.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-2

Date: July 15, 2014

To: City Manager for Council Action

From: City Attorney

Subject: Approval of a Legal Services Agreement with Liebert Cassidy Whitmore

EXECUTIVE SUMMARY:

The law firm of Liebert Cassidy Whitmore has been selected to provide legal services for the City of Santa Clara, related to the defense of the Santa Clara Superior Court matter of *James, et al. v. City of Santa Clara.* Morin Jacob, a senior partner with the law firm, will serve as the lead attorney. Liebert Cassidy Whitmore has a long standing positive reputation for representing public agencies in various litigation issues, with excellent outcomes at a competitive rate. A copy of the agreement is in Council offices for review and on the City's website.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Liebert Cassidy Whitmore law firm will provide legal services to assist the City, directed by the City Attorney, in a legal advisory capacity. The legal services performed will provide the City with the specialized legal support it needs regarding the defense of the Santa Clara Superior Court matter of *James, et al. v. City of Santa Clara, et al.*, and other litigation matters.

ECONOMIC/FISCAL IMPACT:

This legal services agreement has a not to exceed amount of one hundred thousand dollars ($100,000.00), subject to budgetary appropriations. Funds are available in the Special Liability Fund (082-0141-87870).

RECOMMENDATION:

That the Council approve and authorize the City Manager to execute the Legal Services Agreement with Liebert Cassidy Whitmore, with a total not to exceed amount of one hundred thousand dollars ($100,000.00).

Richard E. Nosky, Jr.
City Attorney

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Availability of Funds:
082-0141-87870 $100,000.00

for Gary Ameling
Director of Finance

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Legal Services Agreement with Liebert Cassidy Whitmore

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DRAFT

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LIEBERT CASSIDY WHITMORE

PREAMBLE

This legal services agreement ("Agreement") is made and entered into on this _____ day of July, 2014 (the "Effective Date") by and between Liebert, Cassidy Whitmore, a Professional Law Corporation comprised of attorneys licensed to practice law in the State of California with its primary place of business located at 6033 W. Century Boulevard, Suite 500, Los Angeles, CA 90045 ("Firm") and the City of Santa Clara, California, a chartered California municipal corporation ("City"), with its primary place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050. City and Firm may be referred to herein 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;

B. Firm represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide legal 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. RETENTION OF FIRM.

A. City hereby confirms, retains and authorizes Firm to represent City and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of City on an as-needed basis. By this Agreement, City is retaining Firm and not individual members of the Firm. Firm's client is the City, as a public entity, and not any of its individual members, groups of individuals or any other entity. Firm shall report to and receive direction from the City Council, City Attorney and/or City Manager.

B. Firm shall perform such legal services for and on behalf of City under the primary direction of the City Attorney. Firm shall undertake, subject to approval of Firm, such additional duties as may be authorized by City from time to time under the terms and conditions of this Agreement.

2. DESCRIPTION OF SERVICES TO BE PROVIDED.

Firm shall advise City regarding *James, et al vs. City of Santa Clara, et al.*, Santa Clara County Superior Court Case No. 114CV265496, as well as other matters that may arise which the City Attorney deems to need Firm's legal services. Such services may include, but are not limited to, providing advice and counsel on legal matters affecting City, performing legal research, representing City in judicial proceedings in state and/or federal court or other dispute resolution tribunals or before administrative agencies, negotiating contracts and drafting contracts, correspondence, resolutions and other legal documents as may become necessary. Such services shall also include the preparation and delivery of status reports to City as specified in paragraph 8 of this Agreement.

3. COMMENCEMENT OF WORK.

Firm shall begin performing legal services under this Agreement when directed to do so by the City Attorney and shall complete said services within the time limits mutually determined to be acceptable by Firm and City.

4. ASSIGNMENT OF DUTIES.

It is contemplated that Morin I. Jacob will be assigned from Firm. She may be assisted as appropriate by the persons listed in Exhibit A, provided that multiple representation at meetings, depositions, hearings and court appearances shall require authorization from the City Attorney. In addition, should it be desirable for any other attorney not listed in Exhibit A to work under this Agreement, such attorney may only be added with the consent of the City Attorney. While City expects Ms. Jacob to perform the tasks that require substantial experience, Firm shall attempt to minimize legal expenses by relying on junior attorneys, paralegals and law clerks for less demanding tasks.

5. PAYMENT FOR SERVICE.

In consideration for Firm's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of Firm's bill by the City Attorney, Firm shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit A entitled "Schedule of Fees and Charges" attached and incorporated by this reference. Fees for services performed by retained consultants, subcontractors, experts or other personnel may be billed to City only if approved in writing by the City Attorney.

6. BILLING INVOICES.

Firm shall, within fifteen (15) days after the end of each calendar month in which services are performed under this Agreement, submit to the City an itemized invoice, describing the specific services performed as set forth in this Agreement. Firm shall adhere to the billing standards set forth in Exhibit B entitled "Billing Standards" attached and incorporated by this reference. The invoice shall be submitted to:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050

7. BILLING STANDARDS.

Firm shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City Attorney and/or required under the terms of this Agreement. Firm agrees it will not bill for time which is not specifically devoted to said task(s). Firm shall not bill for secretarial or clerical tasks. The billing format utilized to provide bills shall be set forth in detailed format which readily permits review by City retained auditors.

8. STATUS REPORTS.

Firm shall, within fifteen (15) days of each calendar quarter, submit to City a written report setting forth a summary of activities performed on behalf of City during the preceding calendar quarter, the current status of each pending matter or proceeding, results obtained or expected to be obtained, a summary of invoices for the preceding quarter and such other information relating to the services rendered as City may reasonably request. See Exhibit B for additional reporting requirements.

9. TERMINATION.

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective upon receipt of written notice of termination; provided, however, that Firm may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Firm under the Rules of Professional Conduct of the State Bar of California; and provided, further, that in the event of termination, the amount due Firm for services rendered and costs and expenses incurred prior to termination shall remain due and payable. The City Attorney may exercise the power of City to terminate this Agreement without prior City Council approval. Upon written request of the City Attorney, Firm agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) calendar days of any such termination.

10. CONFLICTS OF INTEREST.

Periodically during the term of the Agreement, Firm shall make a good faith effort to identify and shall apprise City of those possible conflicts of interest which could affect Firm's duties to City or to the City Attorney under the California Rules of Professional Responsibility, or Firm's performance of the responsibilities reposed in Firm under this Agreement, or which Firm reasonably believes are likely to affect future transactions by and between City and third parties. City retains those rights with respect to future conflicts as are vested in a client under the California Rules of Professional Responsibility, and may terminate Firm's services and withhold consent to such conflicts

of interest under the California Rules of Professional Responsibility which City deems in good faith not to be in the City's best interest.

11. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

City and Firm bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Attorney.

12. INDEPENDENT CONTRACTOR.

In performing work required under this Agreement, Firm is not an agent nor employee of City but an independent contractor. Firm shall at all times act as an independent contractor with respect to the performance of this Agreement, with full rights to manage its employees subject to the requirements of the law. Neither Firm nor any employees or agents of Firm shall be considered an employee of City for any purpose.

13. RECORDS AND DOCUMENTATION.

Firm shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Firm agrees to assist City in meeting City's reporting requirements to other agencies with respect to Firm's work under this Agreement. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement, and for a period of six (6) years after termination of the Agreement.

14. FAIR EMPLOYMENT.

Firm shall not discriminate against any employee or applicant for employment in hiring, promotion or unlawfully discharge, on the basis of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law. In the State of California this requirement is an ethical obligation of attorneys in the management of their Firms. [Rules of Professional Conduct Section 2-400 (B).]

15. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Firm shall indemnify, protect, defend and hold harmless City, its City Council, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from Firm's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the work by Firm, its agents, subcontractors and/or assigns under to this Agreement.

16. INSURANCE REQUIREMENTS.

Firm shall maintain in full force and effect the following insurance policies:

A. Commercial general liability policy (bodily injury and property damage);

B. Worker's compensation/employer's liability policy;

C. Business automobile liability insurance policy; and,

D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as set forth in Exhibit C entitled "Insurance Requirements" attached and incorporated by this reference.

17. CONFIDENTIALITY AND DISCLOSURE.

The data, information and reports acquired or prepared by Firm in connection with matters upon which the City has retained Firm shall not be shown or distributed to any other public or private person or entity except as authorized by the City Attorney and in no event prior to having been first disclosed to the City Attorney. All information, documents, records, reports, data or other materials furnished by City to Firm or other such information, documents, records, data or other materials to which the Firm has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Firm shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Attorney.

18. AMENDMENTS.

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

19. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

20. NOTICES.

All notices, invoices, reports or other communication to the Parties shall be properly given if delivered in person or sent by First Class mail, facsimile or overnight delivery and addressed as follows:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Fax Number: (408) 249-7846

And to Firm addressed as follows:

Morin I. Jacob, Partner
153 Townsend St., Ste. 520
San Francisco, CA 94107
Fax Number: (415) 856-0306

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

21. LAW GOVERNING AGREEMENT.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

22. INVALID PROVISIONS.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in full or in part, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid and enforceable, and the other provisions of this Agreement shall not be affected thereby.

23. LICENSE REQUIREMENTS.

Firm shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Attorney why such license is not required to perform the services required.

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24. 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; 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. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 249-7846

"CITY"

LIEBERT CASSIDY WHITMORE
A Professional Law Corporation

By: _____
(Signature of Person executing the Agreement on behalf of Firm)
Name: _____
Title: _____
Local Address: 153 Townsend Street, Ste. 520
San Francisco, CA 94107
Telephone (415) 512-3000
Fax: (415) 856-0306
Email: mjacob@lcwlegal.com

DRAFT

"FIRM"

I:\AGREEMENTS\LEGAL SERVICES\LIEBERT CASSIDY WHITMORE 07-01-14.DOC

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LIEBERT CASSIDY WHITMORE

EXHIBIT A

SCHEDULE OF FEES AND CHARGES

A. Billable Rates

Firm shall bill its time by the hour at the hourly billable rate assigned to each attorney. Firm shall bill City for its services at its current hourly rates, which is $XXX.00 per hour for Partner, $XXX.00 for Associate Attorney, and $XXX.00 per hour for paralegal time. A review of hourly rates may be conducted annually and adjustments may be made so long as the rates fall within the range set forth in this Agreement.

Notice of any proposed increase in the approved hourly rates for services rendered under this Agreement will be given to City in writing no later than thirty (30) days prior to the effective date of subject increase. No proposed increase will become effective if, prior to its effective date, City notifies Firm in writing of objections thereto. In the event a timely notice of objection to any proposed increase is given, Firm and City shall attempt to reach agreement concerning future hourly rates. If agreement is reached, the rates agreed upon shall be applicable as of the date agreed upon. In the event that after a reasonable period the parties are unable to reach agreement, either party may advise the other in writing that this Agreement is terminated.

Firm will be reimbursed for all out-of-pocket costs and expenses actually incurred by Firm in the above-described representation of City. Reimbursable out-of-pocket expenses include, but are not limited to, all travel expenses, (i.e., local travel including taxis), lodging, long distance telephone calls, reproduction and printing costs, postage, filing fees, word processing costs paid to third parties after prior City approval, transcript costs, staff (non-attorney) overtime after prior City approval and notary fees, to the extent that any such costs are incurred on behalf of City.

B. Maximum Not to Exceed Contract Amount

In no event shall the total amount paid to the Firm for services, including all fees, costs and/or expenses, under this Agreement exceed XXX ($XX,XXX.00), subject to budgetary appropriations.

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LIEBERT CASSIDY WHITMORE

EXHIBIT B

BILLING STANDARDS

A. All cases shall be billed monthly pursuant to paragraph 7 of this Agreement.

B. The fee portion of each invoice shall include the attorney's name (or initials, if full name is noted elsewhere on invoice), amount, date work was performed, the amount of time expended, rate per hour, and a brief description of the services rendered as a basis for fee calculation, or other method of determining the fees. All tasks set forth in Firm's billing documentation shall be specific and detailed. Examples of unacceptable billing entries include but are not limited to: overly generalized listings of task descriptions (e.g., "review contract" or "prepare for negotiations"); double staff or attorney time on any task, unless expressly authorized by the City Attorney; block billing; time billed for additional newly assigned attorney(s) to learn case file; assigned work by law clerks; administrative costs; word processing charges; secretarial or clerical charges; time spent on researching and/or drafting work that Firm has done and billed another client for in the past.

C. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed.

D. The cost and expense portion of the invoice shall clearly identify the nature and amount and any other cost(s) billed to City must be separately itemized with prior written approval of the City Attorney. Any experts or contractors hired by Firm on behalf of City whose charges are billed through the Firm must also provide such billing itemization and such billing shall be attached to the billing provided to City by Firm. Professional fees and expenses invoiced to City shall be due and payable within thirty (30) days after receipt of Firm's statement.

E. In support of payment for such bill, Firm shall furnish payroll records, bills, invoices, receipts or other evidence of reimbursable expenses incurred as reasonably requested by the City Attorney. City reserves the right to require additional substantiation of any item of claimed expense.

F. Firms representing City in active litigation shall prepare a brief summary of activity on each case on a monthly basis.

G. Each month's bill should include the total billable hours and expenses to date for each matter.

H. City encourages the use of paralegals for any task that can be delegated. However, similar to attorneys, no more than two paralegals (but preferably one) should work on each case.

I. The maximum charge for photocopying is twenty-five cents ($.25) per page.

J. Fax charges should be one dollar ($1.00) or less per fax. City encourages the use of email correspondence where appropriate.

K. Messenger and other charges in excess of actual costs are not permitted.

L. Telephone, cellular telephone and postage charges are billable at actual cost.

M. Meals are not billable to City without prior authorization.

N. Expert witness fees are not automatically authorized. Firm shall obtain approval for each expert witness from the City Attorney.

O. Firm shall maintain at least the insurance coverage set forth in Exhibit C at all times.

P. Work performed on a not-to-exceed basis may not be increased without prior approval by the City Attorney and/or City Council, depending upon the amount in question.

Q. If Firm is provided with a new case directly from City staff or if a matter arises that requires Firm to open a new file, the City Attorney should be informed immediately.

R. City expects that Firm will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the City Attorney immediately.

S. City's Finance Department will send a request for an auditor response letter annually. Firm will respond to these requests timely and will provide a copy of Firm's response letter to the City Attorney.

T. Firm will provide copies of all motions or briefs which are filed related to City's matter. Unless previously requested, Firm does not need to send drafts or miscellaneous correspondence. Copies of significant pieces of correspondence should be provided to the City Attorney.

U. City expects early and frequent evaluation of its cases. If the likelihood of success on a particular case is low, City needs to know up front in order to minimize litigation costs and make reasonable attempts to settle the case.

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
LIEBERT CASSIDY WHITMORE

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Firm's indemnification of the City, and prior to commencing any of the services required under this Agreement, the Firm shall purchase and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Firm's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall **contain language or be endorsed to contain wording making it primary insurance** as respects to, and not requiring contribution from, any other insurance which the 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 Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

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

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara City Attorney's Office

P.O. 12010-S2	or	151 North Lyon Avenue
Hemet, CA 92546-8010		Hemet, CA 92543

Telephone number:	951-766-2280
Fax number:	770-325-0409
Email address:	ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant 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.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-3

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 14-2 for Professional Services with Milton Security Group Inc. to Provide Network and Security Consulting Support for the Electric Department Resource Division

EXECUTIVE SUMMARY:

Silicon Valley Power (SVP), the City's Electric Department, provides support services for the computer and network based systems for the Supervisory Command and Data Acquisition System (SCADA), Power Trading and Scheduling Systems, Generation Control Systems, Utility Communications and other ancillary systems for reliable operation of the Electric Utility. To assist SVP staff, Milton Security Group Inc. provides support for the core management and security components of the Utility's network infrastructure. These components provide necessary utility network security, as well as meeting guidelines established by the North American Electric Reliability Corporation (NERC) under jurisdiction of the Federal Energy Regulatory Commission (FERC). Staff proposes to enter into Call No. 14-2 for Professional Services with Milton Security Group Inc. A copy of Call No. 14-2 can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of Call No. 14-2 will continue to provide necessary support for City staff to pursue the activities as stated above.

ECONOMIC/FISCAL IMPACT:

The total cost of service under Call No. 14-2 for Milton Security Group Inc. is $144,000.00. Sufficient funds are available in the Electric Department Contractual Services/Not Classified account, 091-1351-87870-[F]92300.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-2 for Professional Services with Milton Security Group Inc., in an amount not to exceed $144,000.00, for Network and Security Consulting Support for the Electric Department Resources Division.

John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds:
091-1351-87870 $144,000.00

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Call No. 14-2 for Professional Services with Milton Security Group Inc.***

CALL NO. 14-2
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY MILTON SECURITY GROUP INC.

The Parties to this Call No. 14-2 ("Call") agree that on this _____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Milton Security Group Inc.," dated June 25, 2013, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Milton Security Group Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Network and Security Consulting Support" dated May 28, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on July 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed one hundred forty four thousand dollars ($144,000.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

_____
RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

_____
ROD DIRIDON, JR.
City Clerk

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

"CITY"

MILTON SECURITY GROUP INC.
a Delaware corporation

By: _____
JAMES McMURRY
Title: Managing Partner
Address: 261 East Imperial Highway, Ste. 550
Fullerton, CA 92835
Telephone: (714) 515-4011
Fax: (714) 459-7489

"CONTRACTOR"

Milton
SECURITY GROUP

Network and Security Consulting Support

Proposal to

City of Santa Clara

Silicon Valley Power

May 28, 2014

BACKGROUND:

Silicon Valley Power ("SVP") is the municipal electric utility owned by the City of Santa Clara, CA. SVP is seeking assistance from Milton Security Group LLC on an ongoing basis to assist with the Federally mandated NERC CIP requirements, overall network security, centralized server and workstation security, information technology assessment and design services. The networks and information systems used in the SVP Utility infrastructure now support integrated services and carry data that have grown significantly over the last few years, and according to the NERC CIP requirements, must strictly adhere to industry standards of security. In addition, the availability of these systems within SVP is critical for the reliable operation of the Utility, such as Power Scheduling and Trading, Power Generation, Utility Communications and SCADA, as well as the introduction of emerging technologies such as AMI. With the advent of NERC CIP this infrastructure has come under the spotlight to ensure the reliability of the critical infrastructure for the regional power grid. This is a continuation of the support services MSG has rendered to SVP over the past year.

Milton
SECURITY GROUP

PURPOSE

The objective of this proposal is to assist SVP in their efforts towards overall utility network security, NERC CIP compliance, support SVP in the implementation and cutover to the new Storage Area Network system, support SVP in enhancing, maintaining and strengthening network operations, and assist SVP staff when needed.

Milton
SECURITY GROUP

WORK PLAN OVERVIEW

Task 1: Assist with the implementation and cutover to the new Storage Area Network solution. This encompasses

1.1 Assist with test plans
1.2 Assist with Deployment
1.3 Assist with Cutover
1.4 Assist with Testing
1.5 Assist with Migrating VM hosts to new infrastructure
1.6 Assist with Testing of VM in new locations
1.7 Assist with Modeling of storage
1.8 Assist with Documenting storage on both new and old systems
1.9 Train SVP personnel at Milton HQ on Hyper-V and other technologies as needed

Task 2: Continue to assist, advise and train SVP in becoming compliant according to NERC CIP.

The NERC CIP has evolved, and continues to do so. MSG will assist as needed and requried in assisting these changes as they relate to Cyber Security for SVP systems.

Task 3: Continue to assist SVP in technical issues regarding security and network systems. SVP has a large infrastructure build out planned that will see the replacement of the core systems add additional layers of security including NAC, NAP and 802.1x.

Milton
SECURITY GROUP

MSG will assist with:

3.1 Planning and project management.

3.2 Deployment and cutover.

3.3 Testing and implementation.

3.4 Securing new systems.

Task 4: Continue to advise SVP on matters related to newer technologies and how to integrate these into the existing environment.

Task 5: Attend meetings and evaluate and offer guidance to SVP on proposals, vendor offerings, internal requirements.

Task 6: Assist in development, planning, coordination and communications with other non-SVP entities.

Milton
SECURITY GROUP

PROJECT MANAGEMENT

James McMurry will, as Principal Consultant, manage the project tasks. In addition, Mr McMurry will be directly responsible for (1) managing schedules and budgets; (2) project planning; (3) technical oversight; and (4) reporting project outcomes

HOURLY RATES

MSG will provide services as identified in this document to SVP at a hourly rate of $98 per hour for the Principal Consultant. Invoicing will be done on a weekly basis.

Resource	Standard Rate	City of Santa Clara SVP Rate	Average Monthly level of effort (Hours)	Total Level over 12 months (Hours)	Estimated Total Cost
Principal Consultant	$175.00	$98.00	122	1464	$144,000
Total NTE					$144,000

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-4

Date: July 15, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Release of Interest (S.C. 18,636) at 3499 El Camino Real (APN 220-02-022)

EXECUTIVE SUMMARY:

The property at 3499 El Camino Real is encumbered by the Street Encroachment License which allows the property owner to encroach into and along Flora Vista Avenue with a private 4-inch non-City standard storm drain pipe. The private 4-inch storm drain is no longer necessary. With the abandonment of the private 4-inch storm drain and removal of the cleanout in the public right-of-way, the property owner is requesting the City release its interest in the subject property as set forth in said License.

A Release of Interest has been prepared by staff and a copy can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The Release will remove an unnecessary encumbrance on the subject property.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council:

1. Approve and authorize the City Manager to execute the Release of Interest (S.C. 18,636), releasing City's interest in 3499 El Camino Real (APN 220-02-022) as set forth in the Street Encroachment License; and,
2. Authorize the recordation of the Release of Interest (S.C. 18,636).

Rajeev Batra
Director of Public Works/City Engineer

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Release of Interest

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RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

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

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

RELEASE OF INTEREST

TO THE COUNTY RECORDER OF THE COUNTY OF SANTA CLARA:

This is to give public notice and to request recordation of this release, by which the City of Santa Clara hereby relinquishes and releases all interest conveyed by the Street Encroachment License (S.C. 15,897), recorded on October 30, 1987, in Book K342, Page 1842 of the Official Records of Santa Clara County, Instrument No. 9485166.

APN: 220-02-022 (1986); Current APN 220-02-022 (2013-14)
Owner/Grantor: Union Oil Company of California, dba Unocal
Grantee: City of Santa Clara

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

By: _____
JULIO J. FUENTES
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210

ROD DIRIDON, JR.
City Clerk

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-5

Santa Clara All-America City 2001

Date: July 10, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Approval of an Assignment and Assumption Agreement and Consent (Eklund Gardens I and II) between the Housing Authority of the County of Santa Clara, Halford Avenue LLC, Poinciana Drive LLC, and the City of Santa Clara

EXECUTIVE SUMMARY:

The Housing Authority of the County of Santa Clara (HACSC) is in the process of disposing of its public housing stock, including two developments located in the City of Santa Clara. The two projects are Eklund Gardens I and Eklund Gardens II. The HACSC will be transferring the ownership of the Eklund Gardens I development, located at 2002 Halford Avenue, to Halford Avenue LLC and the ownership of the Eklund Gardens II, located at 3780 Poinciana Drive, to Poinciana Drive LLC. The two LLCs will be purchasing the buildings at these two sites, and will be each entering into ground leases with the HACSC, which will retain title to the underlying property. (The HACSC has structured the transaction in this manner so that the HACSC will retain a right of reverter for the properties, which the HACSC could exercise in the event the LLCs ever failed to use the properties for affordable housing purposes.)

In 1995, the former Redevelopment Agency provided the HACSC with a grant of $825,000.00 for the acquisition of the Eklund Gardens I and Eklund Gardens II properties. The grant agreement was executed on February 4, 1995 and has an affordability restriction of 40 years. The grant agreement was approved by the California Department of Finance in July 2013 for transfer from the former Redevelopment Agency to the City, and in December 2013, the City assumed the rights and responsibilities of the former Redevelopment Agency with respect to the grant agreement. Under the terms of that grant agreement, in order for the HACSC to transfer the properties to the respective LLC, the City must first consent to the transfer in the proposed assignment and assumption agreement.

Concurrent with the affordability restriction, the RDA grant obligated the HACSC to maintain for 40 years the Eklund Gardens Park at 2018 Halford Avenue (APN 213-32-035), adjacent to Eklund Gardens I. That Recreation Property Construction and Maintenance Agreement, approved by the City in November 1995, applies to the park parcel held by the HACSC and requires that the owner "permit members of the public to enter the Property of appropriate and legal recreational uses." This obligation runs through November 2035 and should be acknowledged and enforced upon new owners of the property as a condition of approval of the Assignment and Assumption Agreement and Consent.

The purpose of the disposition is to replace the current public housing program with the project-based voucher program in order to preserve the very-low income requirements of the projects.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The conversion of the Eklund Gardens apartments from a public housing project to project-based voucher property will enable the HACSC to preserve the affordability of the 16 units located in the two projects. The loan obligations will be assigned to Halford Avenue LLC and Poinciana Drive LLC, and therefore, they will need to maintain the affordability of the units for the original 40 year period ending February 22, 2035, as specified in the Agency grant agreement. The project-based vouchers have an anticipated effective date of July 17, 2014, with an expiration date of July 16, 2029, and with an option to extend the vouchers for up to a maximum of 15 additional years.

ECONOMIC/FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDATION:

That the Council approve and authorize the City Manager, or his designee, to execute the Assignment and Assumption Agreement and Consent (Eklund Gardens I and II) and all related documents with the Housing Authority of the County of Santa Clara, Halford Avenue LLC and Poinciana Drive LLC for the purpose of converting the Eklund Gardens I and II apartments from a public housing project into a project-based voucher property.

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Assignment and Assumption Agreement and Consent (Eklund Gardens I and II)

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RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

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

Form per Gov't Code Section 27361.6 **[SPACE ABOVE THIS LINE FOR RECORDER'S USE]**

ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT
(Eklund Gardens I and II)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT RELATING TO THE EKLUND GARDENS I AND II PROJECT ("Assumption Agreement") an affordable residential rental development comprised of ten (10) dwelling units located at 2002 Halford Avenue, City of Santa Clara, County of Santa Clara, California, as further described in Exhibit A-1 (the "Halford Avenue Site") and an affordable residential rental development comprised of six (6) dwelling units located at 3780 Poinciana Drive, City of Santa Clara, County of Santa Clara, California, as further described in Exhibit A-2 (the "Poinciana Drive Site"; together with the Halford Avenue Site, the "Project") is made and entered into as of June 30, 2014 by and among **the Housing Authority of the County of Santa Clara** (the "Transferor"), **Halford Avenue LLC**, a California limited liability company ("Halford Avenue LLC"), **Poinciana Drive LLC**, , a California limited liability company ("Poinciana Drive LLC"), and the **CITY OF SANTA CLARA, CALIFORNIA,** a chartered California municipal corporation (the "City").

RECITALS

WHEREAS, on February 14, 1995, the Redevelopment Agency of the City of Santa Clara (the "Redevelopment Agency") and Transferor entered into a contract entitled the "Poinciana Gardens Grant Agreement" ("Grant Agreement"), pursuant to which the Redevelopment Agency provided a grant to Transferor from the Redevelopment Agency's low and moderate income housing fund;

WHEREAS, the purpose of the grant was to enable Transferor to pay acquisition and preconstruction costs relating to the development of the Project;

WHEREAS, the amount of the grant was **EIGHT HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($825,000.00)** (the "City Grant");

WHEREAS, the grant was made pursuant to and in accordance with the provisions of the following documents (collectively, the "City Documents") executed by the Transferor for the benefit of the Redevelopment Agency:

1. Grant Agreement executed on February 14, 1995 (the "Grant Agreement"); and,
2. An Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) dated February 22, 1995 and recorded in the Official Records of Santa Clara County on February 22, 1995, as Document No. 12810718;

WHEREAS, all terms used herein not otherwise defined herein shall have the meaning attributed to such terms in the City Documents, as the context may require;

WHEREAS, the Transferor is a public housing authority;

WHEREAS, under AB x1 26, the Redevelopment Agency Dissolution Act (the "Dissolution Act"), the Redevelopment Agency was dissolved by order of law on February 1, 2012. The Dissolution Act authorized the City to designate a successor housing agency to the Redevelopment Agency, and on January 24, 2012, pursuant to Resolution 12-7902, the City designated itself as the successor housing agency;

WHEREAS, pursuant to the Dissolution Act, a successor housing agency assumes "all rights, powers, duties, obligations, and housing assets" of the former Redevelopment Agency. Health & Safety Code § 34176(a)(1). In order to assume this role, on July 30, 2012, the City submitted a Housing Assets Transfer form ("HAT form") to the California Department of Finance ("DOF"), which had final approval power over the transfer of assets;

WHEREAS, on July 16, 2013, the Department of Finance issued its Final Determination on the transfer of assets listed on the HAT form, and many of the items received DOF approval, including the Project that is the subject of this Assumption Agreement. On September 23, 2013, in response to the DOF's Final Determination on the HAT list, the Oversight Board for the Successor Agency of the Santa Clara Redevelopment Agency approved Resolution 2013-09, authorizing and directing the transfer of the DOF-approved Housing Assets in the HAT list;

WHEREAS, on December 19, 2013, the Successor Agency of the Santa Clara Redevelopment Agency and the City executed an Assumption and Assignment Agreement, recorded in the Official Records of Santa Clara County on December 20, 2013 as Document No. 22477462, transferring all of the DOF-approved housing assets to the City, including the Project that is the subject of this Assumption Agreement;

WHEREAS, pursuant to the December 19, 2013 Assumption and Assignment Agreement, the City has assumed the role of the former Redevelopment Agency under the City Documents, and has the authority to execute this Assumption Agreement;

WHEREAS, pursuant to Section 207.1 of the Grant Agreement, the City must provide written approval prior to transfer of the rights and obligations of the City Documents;

WHEREAS, pursuant to Section 207.2 of the Grant Agreement, the City must provide written approval prior to recording of any encumbrance or deed of trust on the Property;

WHEREAS, the Transferor is entering into a Ground Lease dated June 30, 2014, which is evidenced by a Memorandum of Ground Lease recorded against the Halford Avenue Site, and a Purchase Agreement dated June 18, 2014 to sell the improvements located at the Halford Avenue Site, with Halford Avenue LLC. Transferor wishes to assign and delegate all of its title, interests, rights, duties and obligations under the City Documents with respect to the Halford Avenue Site (together, the "Transferred Halford Obligations") and Halford Avenue LLC agrees to assume the Transferred Halford Obligations;

WHEREAS, the acquisition of the improvements located at the Halford Avenue Site will be financed with a seller takeback promissory note secured by a deed of trust recorded against the Halford Avenue Site (the "Halford Deed of Trust");

WHEREAS, in connection with the approval of the disposition of the Halford Avenue Site by the United Stated Department of Housing and Urban Development ("HUD"), HUD requires that (a) Transferor, Halford Avenue LLC and HUD to enter into an Use Agreement dated June 1, 2014 to be recorded against the Halford Avenue Site (the "Halford Use Agreement") prior to the transfer of the Halford Avenue Site as described above; and (b) that the City subordinate its rights under the City Documents to the Halford Use Agreement;

WHEREAS, the City is willing to consent to the recording of the Halford Use Agreement and the Halford Deed of Trust against the Halford Avenue Site, the leasing, sale, conveyance and transfer of the Halford Avenue Site, and the assignment and assumption of the Transferred Halford Obligations to Halford Avenue LLC, subject to the terms herein;

WHEREAS, the Transferor is entering into a Ground Lease dated June 30, 2014, which is evidenced by a Memorandum of Ground Lease recorded against the Poinciana Drive Site, and a Purchase Agreement dated June 18, 2014 to sell the improvements located at the Poinciana Drive Site, with Poinciana Drive LLC. Transferor wishes to assign and delegate all of its title, interests, rights, duties and obligations under the City Documents with respect to the Poinciana Drive Site (together, the "Transferred Poinciana Obligations") and the Transferee agrees to assume the Transferred Poinciana Obligations;

WHEREAS, the acquisition of the improvements located at the Poinciana Drive Site will be financed with a seller takeback promissory note secured by a deed of trust recorded against the Poinciana Drive Site (the "Poinciana Deed of Trust");

WHEREAS, in connection with the approval of the disposition of the Poinciana Drive Site by the United Stated Department of Housing and Urban Development ("HUD"), HUD requires that (a) Transferor, Poinciana Drive LLC and HUD to enter into an Use Agreement dated June 1, 2014 to be recorded against the Poinciana Drive Site (the "Poinciana Use Agreement") prior to the transfer of the Poinciana Drive Site as described above; and (b) that the City subordinate its rights under the City Documents to the Poinciana Use Agreement;

WHEREAS, the City is willing to consent to the recording of the Poinciana Use Agreement and the Poinciana Deed of Trust against the Poinciana Drive Site, the leasing, sale, conveyance and

transfer of the Poinciana Drive Site, and the assignment and assumption of the Transferred Poinciana Obligations to Poinciana Drive LLC, subject to the terms herein;

WHEREAS, each of Halford Avenue LLC and Poinciana Drive LLC has submitted insurance and endorsements required pursuant to Section 204.3 of the Grant Agreement to the City for approval; and,

WHEREAS, the date of the recording of the Memorandum of Ground Lease with respect to the Halford Avenue Site referred to above shall be the Effective Date of this Assumption Agreement as respects the Halford Avenue Site; and the date of the recording of the Memorandum of Ground Lease with respect to the Poinciana Drive Site referred to above shall be the Effective Date of this Assumption Agreement as respects the Poinciana Drive Site.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Transferee, the City, and the Transferor agree as follows:

SECTION 1. ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS.

A. Assignment of Transferor's Obligations. As of the Effective Date, (a) the Transferor hereby fully and unconditionally assigns to Halford Avenue LLC all of its right, title and interest in and under the City Documents with respect to the Halford Avenue Site, and the Transferor delegates to Halford Avenue LLC all of its duties and obligations under each of the City Documents with respect to the Halford Avenue Site; and (b) the Transferor hereby fully and unconditionally assigns to Poinciana Drive LLC all of its right, title and interest in and under the City Documents with respect to the Poinciana Drive Site, and the Transferor delegates to Poinciana Drive LLC all of its duties and obligations under each of the City Documents with respect to the Poinciana Drive Site.

B. Assumption of Transferor's Obligations. As of the applicable Effective Date, (a) Halford Avenue LLC accepts such assignments and hereby fully and unconditionally assumes in full, all of the duties and obligations of the Transferor due on or after the Effective Date in and under each of the City Documents with respect to the Halford Avenue Site, and undertakes and agrees, with the Transferor to perform each and every duty and obligation of the "Authority," "Developer," "Trustor," "Maker," "Grantee," or "Owner" (as those terms are defined in the applicable City Documents) with respect to the Halford Avenue Site; and (b) the Poinciana Drive LLC accepts such assignments and hereby fully and unconditionally assumes in full, all of the duties and obligations of the Transferor due on or after the Effective Date in and under each of the City Documents with respect to the Poinciana Drive Site, and undertakes and agrees, with the Transferor to perform each and every duty and obligation of the "Authority," "Developer," "Trustor," "Maker," "Grantee," or "Owner" (as those terms are defined in the applicable City Documents) with respect to the Poinciana Drive Site.

SECTION 2. REPRESENTATIONS AND WARRANTIES; CONSENT

A. Representations and Warranties. Transferor and Halford Avenue LLC hereby represent and warrant to the City that Halford Avenue LLC will acquire the Halford Avenue Site on the

applicable Effective Date and at that time, Halford Avenue LLC will execute any additional documents necessary to assume the obligations currently imposed with respect to the Halford Avenue Site pursuant to the City Documents. Transferor and Poinciana Drive LLC hereby represent and warrant to the City that Poinciana Drive LLC will acquire the Poinciana Drive Site on the applicable Effective Date and at that time, Poinciana Drive LLC will execute any additional documents necessary to assume the obligations currently imposed with respect to the Poinciana Drive Site pursuant to the City Documents. The Transferor warrants and represents that it is not in default under any of the covenants, representations or warranties contained in the City Documents, and it has not received any notice of default relating to Project. Halford Avenue LLC, by its execution of this Assumption Agreement, hereby makes the warranties and representations in the City Documents as of the Effective Date with respect to the Halford Avenue Site. Poinciana Drive LLC, by its execution of this Assumption Agreement, hereby makes the warranties and representations in the City Documents as of the Effective Date with respect to the Poinciana Drive Site. Transferor, Halford Avenue LLC and Poinciana Drive LLC recognize that the City has relied on these representations and warranties in giving its consent to the assignment and assumption herein.

B. Consent to Transfer and Deeds of Trust. The City, to the extent required under the City Documents, hereby consents to the transfer of the Halford Avenue Site and the Transferred Halford Obligations to Halford Avenue LLC and the transfer of the Poinciana Drive Site and the Transferred Poinciana Obligations to Poinciana Drive LLC, which consent shall be effective on the applicable Effective Date. The City, to the extent required under the City Documents, hereby consents to the recording of the Halford Deed of Trust against Halford Avenue LLC's interest in the Halford Avenue Site, and consent to the recording of the Poinciana Deed of Trust against Poinciana Drive LLC's interest in the Poinciana Drive Site.

C. City Document Obligations. All obligations imposed on the Transferor under the City Documents including the obligations of "Borrower," "Trustor," "Maker," "Grantee," "Owner," or "Developer" arising prior to the Effective Date, if any, shall be obligations of Halford Avenue LLC as to the Halford Avenue Site, and Poinciana Drive LLC as to the Poinciana Drive Site and all such obligations arising on or after the Effective Date, shall be obligations of Transferee. **Commencing on the Effective Date, Transferor shall have no rights under the City Documents and Transferor shall be released of all obligations arising after the Effective Date under the City Documents.**

D. Halford Avenue LLC, with respect to the Halford Avenue Site, and Poinciana Drive LLC, with respect to the Poinciana Drive Site, shall provide evidence of insurance and endorsements required pursuant to Section 204.3 of the Grant Agreement.

SECTION 3. CONSENT AND SUBORDINATION TO HUD USE AGREEMENT.

The City, to the extent required under the City Documents, hereby consents to the recording of the Halford Use Agreement against the Halford Avenue Site, and agrees that the City Documents shall be subordinate to the Halford Use Agreement.

The City, to the extent required under the City Documents, hereby consents to the recording of the Poinciana Use Agreement against the Poinciana Drive Site, and agrees that the City Documents shall be subordinate to the Poinciana Use Agreement.

SECTION 4. MISCELLANEOUS.

A. Further Assurances. Halford Avenue LLC, Poinciana Drive LLC and Transferor agree to execute all documents and provide any information that the City deems necessary to memorialize the assumption and assignment agreed to herein.

B. Notices to the Transferee. Commencing on the Effective Date, all notices to be given to Halford Avenue LLC and Poinciana Drive LLC shall be at the address provided for the Transferor pursuant to the City Documents, unless changed by Halford Avenue LLC and/or Poinciana Drive LLC in accordance with the City Documents.

C. Governing Law. This Assumption Agreement and all related documents shall be deemed to be contracts made and delivered in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

D. Execution in Counterparts. This Assumption Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

E. No Further Modifications. All terms and conditions of the City Documents not expressly modified by this Assumption Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Assumption Agreement.

F. Construction. This Assumption Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

G. Recitals. The above Recitals are hereby made a part of this Assumption Agreement.

H. Amendments. The parties hereto agree that the City Documents as the Halford Avenue Site may be amended or modified only pursuant to a written agreement between the City and Halford Avenue LLC, and that the consent or signature of the Poinciana Drive LLC or its successor in interest as ground lessee and owner of the Poinciana Drive Site shall not be required for such amendment or modification; and that the City Documents as the Poinciana Drive Site may be amended or modified only pursuant to a written agreement between the City and Poinciana Drive LLC, and that the consent or signature of the Halford Avenue LLC or its successor in interest as ground lessee and owner of the Halford Avenue Site shall not be required for such amendment or modification.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement on the date first written above.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

TRANSFEROR:

Housing Authority of the County of Santa Clara

By: Katherine Harasz
Name: Katherine Harasz
Title: Deputy Executive Director

HALFORD AVENUE LLC:
Halford Avenue LLC,
a California limited liability company

By: S.P.G. Housing, Inc., a California nonprofit public benefit corporation, its sole manager and sole member

By:
Name: Alex Sanchez
Title: President

POINCIANA DRIVE LLC:
Poinciana Drive LLC,
a California limited liability company

By: S.P.G. Housing, Inc., a California nonprofit public benefit corporation, its sole manager and sole member

By: _____
Name: Alex Sanchez
Title: President

[ALL SIGNATURES MUST BE NOTARIZED]

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On July 9, 2014 (Date) before me, Amy Beth Ramos, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Katherine Kurasz (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

AMY BETH RAMOS
Commission # 1969085
Notary Public - California
Santa Clara County
My Comm. Expires Feb 9, 2016

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: Amy Beth Ramos (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On July 9, 2014 (Date) before me, Amy Beth Ramos, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Alex Sanchez (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

AMY BETH RAMOS
Commission # 1969085
Notary Public - California
Santa Clara County
My Comm. Expires Feb 9, 2018

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: Amy Beth Ramos (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER: Top of thumb here	RIGHT THUMBPRINT OF SIGNER: Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On July 9, 2014 (Date) before me, Amy Beth Ramos, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Alex Sanchez (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

AMY BETH RAMOS
Commission # 1969085
Notary Public - California
Santa Clara County
My Comm. Expires Feb 9, 2016

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: Amy Beth Ramos (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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Item #5907

EXHIBIT A-1

LEGAL DESCRIPTION

Eklund Gardens I
Halford Avenue Site

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Beginning at the Northwesterly corner of Lot 12 as shown on that certain map of Tract No. 1993, recorded in Book 94 of Maps at Page 36, Santa Clara County Records, said point being also a common corner with Lot 13 and lying on the southerly right-of-way line of Poinciana Drive as shown on said map of Tract No. 1993; thence from said Point of Beginning, North 89°45'00" East, along said southerly right-of-way line, 92.74 feet to the beginning of a tangent curve; thence on a curve to the right through a central angle of 89°56'35" having a radius of 20.00 feet, an arc distance of 31.40 feet; thence South 0°18'25" East along the westerly right-of-way line of Halford Avenue as shown on said map of Tract No. 1993, 124.02 feet; thence South 89°45'00" West 49.86 feet; thence South 0°15'00" East 21.00 feet; thence South 89°45'00" West 63.00 feet to a point on the westerly boundary of Lot 33 as shown on said map of Tract No. 1993; thence North 0°15'00" West, along the westerly boundary of said Lots 33 and 12, 165.00 feet to the Point of Beginning.

Being all of Lot 12 and a portion of Lot 33 of said Tract No. 1993 lying within the City of Santa Clara, California.

APN: 213-32-034

EXHIBIT A-2

LEGAL DESCRIPTION

Eklund Gardens II
Poinciana Drive Site

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Beginning at the Northwesterly corner of Lot 22 as shown on that certain map of Tract No. 1993 recorded in Book 94 of Maps, Page 36, Santa Clara County Records, said point lying on the Southerly right-of-way line of Poinciana Drive as shown on said map of Tract No. 1993; thence from said Point of Beginning North 89° 45'00" East along said southerly right-of-way line, 120.27 feet; thence south 0° 15' 00" east along a line common to lots 21 and 20 of said Tract No. 1993, 134.52 feet; thence South 89° 45' 00" West along the southerly line of said Lots 21 and 22, 120.13 feet; thence North 0° 18' 25" West along the westerly line of said Lot 22, 134.52 feet to the Point of Beginning.

Being all of lots 21 and 22 of said Tract No. 1993 lying within the City of Santa Clara, California.

APN: 213-32-036

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-6

Santa Clara All-America City 2001

Date: June 24, 2014

To: City Manager for Council Action

From: Management Analyst

Subject: Contribution Agreement between the City and Triton Museum of Art for the 2014-2015 Fiscal Year

EXECUTIVE SUMMARY:

On June 10, 2014 Council approved the 2014-15 adopted budget, which includes a contribution to the Triton Museum of Art for the museum's general operating expenses. The proposed Contribution Agreement authorizes monthly payments by the City to the museum not to exceed a total amount of $289,560. A copy of the proposed Agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Santa Clarans and the Bay Area community benefit from the visual and performing arts activities offered by the Triton Museum of Art. In addition, the museum plays a significant role in assisting the Santa Clara Unified District in providing art education to students.

ECONOMIC/FISCAL IMPACT:

The Triton Museum of Art's 2014-15 adopted budget allocation is $289,560, which reflects a flat budget compared to the 2013-14 allocation. Appropriations are available in General Administration Advertising & Community Promotion (001-1042-87710-(I)-3051).

RECOMMENDATION:

That the Council approve the Contribution Agreement between the City and Triton Museum of Art for $289,560 for the museum's general operating expenses for fiscal year 2014-15, and authorize the City Manager to execute the agreement.

Yvonne Felix Galletta
Management Analyst

Certified as to Availability of Funds:
[001-1042-87710-(I)-3051 $ 289,560.00

Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:

1) Contribution Agreement by and between the City of Santa Clara and Triton Museum of Art

CITY CLERK FILE COPY

Ebix Insurance No. S200002848

CONTRIBUTION AGREEMENT BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND TRITON MUSEUM OF ART

This Agreement ("Agreement") is made and entered into on this ____ day of _____, 2014 ("Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), and Triton Museum of Art a California nonprofit corporation, with its principal place of business located at 1505 Warburton Avenue, Santa Clara, CA ("Recipient"). City and Recipient may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

Whereas:

1. As one of its functions as a chartered municipal corporation, City seeks to encourage, protect and enhance the health, safety, welfare and general good of the City and its citizens as well as improve the general quality of life for its citizens; and,

2. City desires to utilize the experience and ability of Recipient in helping to provide cultural, educational, recreational and entertainment opportunities for the general good of all.

In consideration for the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the Recipient and City agree as follows:

AGREEMENT PROVISIONS

1. Incorporation of Preamble and Recitals

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

2. Nature of Agreement

City agrees to contribute an amount set forth in this Agreement ("Contribution") to Recipient, in consideration for Recipient's performance of the Activities described below and full compliance with all of the terms and conditions of this Agreement.

3. Duties of Recipient

In consideration for the receipt of funds to be paid to Recipient by City, Recipient shall perform all of the described work, services and activities required to present or to bring about the event(s) described in Exhibit A (collectively referred to herein as the "Services"), entitled, "Description of Recipient's Activities and Obligations," (the "Activities"), attached and incorporated by this reference.

4. Payment of Contribution

Recipient shall perform all of the Services under this Agreement as a condition precedent to the City's delivery of the fund ("Contribution") referenced in Exhibit B, entitled, "Amount of Contribution, Terms of Payment and Restrictions," attached and incorporated by this reference. Upon Recipient's compliance with the terms and conditions of this Agreement, City will contribute to Recipient the amount set forth in Exhibit B. The Contribution paid to Recipient shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Recipient, then for reimbursement of same to Recipient) related to the Activities. None of the City's Contribution will be used to pay for any expenses of Recipient incurred before the Effective Date.

5. Limitation of Financial Responsibility

In no event shall City's share of the Recipient's expenses related to the Services and Activities provided under this Agreement exceed the amount set forth in Exhibit B. In no event will Recipient have the right or power to pledge the credit of City or incur any obligation in the name of City.

6. Records and Documentation

Within thirty (30) days following the conclusion of Recipient's performance of the Activities required under this Agreement, Recipient shall deliver to the City a written detailed accounting statement showing all receipts and disbursements received or made in connection with the provision of the Activities for City review and/or audit. This accounting statement shall provide expense summary documentation to the satisfaction of the City Manager. If any of the funds listed in Exhibit B are not expended on the Activities pursuant to the terms of this Agreement, the unspent funds shall be returned to the City concurrently with submittal of said accounting statement.

7. Independent Contractor Status

It is agreed that during the performance of the Services and Activities required under the terms and conditions of this Agreement, Recipient, and any person(s) who is either employed by or contracted with Recipient to furnish labor and/or materials, either work as volunteer or as a paid employee, shall be deemed not to be an employee, contractor or agent of City. Recipient has full rights to manage its employees, volunteers and contractors subject to the requirements of the law. The means by which the Services and Activities shall be accomplished is under the sole care, custody and control of Recipient.

8. Hold Harmless/Indemnification

Recipient agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City may become legally liable arising from Recipient's acts, errors or omissions, with respect to or in any way connected with the prosecution of the activities of Recipient pursuant to this Agreement.

9. Insurance Requirements

Prior to commencement of any of the activities described in this Agreement and during its entire term, Recipient shall purchase and/or maintain, in full force and effect, the following insurance policies:

A. commercial general liability policy (bodily injury and property damage);
B. worker's compensation employers' liability policy; and,
C. comprehensive automobile liability insurance policy (if applicable).

Said insurance policies shall be maintained, with respect to any employees of Recipient and any of its vehicles assigned to the performance of services under this Agreement with coverage amounts, (including the required endorsements, certificates of insurance and coverage verification), as defined in Exhibit C, attached hereto and incorporated herein by reference. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. Nonassignment

Except as expressly agreed in writing by City, all Activities provided and Services required to be rendered under this Agreement shall be performed by Recipient. Recipient shall not otherwise subcontract or delegate to others the Activities to be performed under this Agreement.

11. Confirmation of Non Profit Status

As a prerequisite for City approval of this Agreement and for the payment of funds by the City, Recipient shall provide City with current written proof that Recipient has qualified for, and has complied with, all conditions required to attain the status of a non profit organization, as that status is defined under both Federal Internal Revenue Code, Section 501(c)(3), and State of California Franchise Tax Board under California Revenue and Taxation Code Section 23701. Recipient shall provide such proof of non profit status to the Office of the City Clerk at the City.

12. Time of Performance/Termination

All Services under this Agreement are to commence upon the Effective Date, and shall continue through June 30, 2015, unless sooner terminated in accordance with the terms of this Agreement. The time allotted for the completion of the Services and Activities required under this Agreement may be extended by mutual agreement of the Parties for such additional period of time as the City may determine to be in the public interest. This Agreement may be terminated by either Party upon ten (10) calendar days written notice

to the other, without cause. In the event of any termination, City shall reimburse Recipient for all services actually performed and/or all expenses actually incurred under this Agreement, to date of termination, and such payment shall constitute full payment and there shall be no other charge. Upon request of City, Recipient shall provide City with copies of all documents prepared by Recipient as well as all receipts and proof of expenditures being requested for reimbursement.

13. Notices

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

City of Santa Clara
Office of the City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

Or by facsimile at (408) 241-6771

And to Recipient addressed as follows:

Recipient's notice address:
Name: Triton Museum of Art
Address: 1505 Warburton Avenue
Santa Clara, CA 95050

Or by facsimile at (408) 247-3796

14. Captions

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

15. Statutes and Law Governing Contract

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

16. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

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

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

TRITON MUSEUM OF ART
A CALIFORNIA NONPROFIT CORPORATION

By: Jeff Bramschreiber

Name: Jeff Bramschreiber

Title: President of the Board

By: Jill Meyers

Name: Jill Meyers

Title: Executive Director

Local Address: 1505 Warburton Avenue
Santa Clara, CA 95050

Email Address: jbmeyers@tritonmuseum.org

Telephone: (408) 247-3754

Fax: (408) 247-3796

"RECIPIENT"

CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRITON MUSEUM OF ART

EXHIBIT A
DESCRIPTION OF RECIPIENT'S ACTIVITIES AND OBLIGATIONS

A. Recipient shall carry out the following activities on behalf of City.

1. Provide a quality art exhibitions, events and educational programs for the community.

2. Provide community outreach programs targeted towards art education for families and school children;

3. Distribute information to visitors regarding the use of City facilities and promote the City for future events in the form of brochures, periodicals and promotional materials, which call attention to the City's facilities and services, encourage people to visit City, and encourage the location of businesses in the City. The publication produced by the Santa Clara Chamber of Commerce titled, "Santa Clara Tourist Guide" is to be among the brochures distributed.

4. Provide a qualified Museum staff member to serve as a juror for City-sponsored art competitions.

5. Explore opportunities for collaboration on City-sponsored and Museum-sponsored events.

B. Recipient shall also comply with the following requirements:

By the first of each month, provide to the City a summary report highlighting art and education activities and funding sources for the previous month.

CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRITON MUSEUM OF ART

EXHIBIT B
AMOUNT OF CONTRIBUTION, TERMS OF PAYMENT AND RESTRICTIONS

A. Amount of Contribution.

Pursuant to the terms of this Agreement for services provided by the Recipient during the twelve month term of this Agreement, City will pay Recipient twenty four thousand one hundred thirty dollars ($24,130.00) each month for twelve (12) consecutive months, beginning July 1, 2014 through June 30, 2015.

B. Terms of Payment.

In no event shall the sum of the City's payment under this Agreement exceed the sum of two hundred eighty nine thousand five hundred sixty dollars ($289,560.00), subject to budget appropriations.

C. Restrictions.

None of said money shall be used to reimburse or pay for Triton's expenses for services previously rendered or for promotional activities expended prior to the date of this Agreement, unless expressly authorized by City. Such monthly payments from City shall be accepted by Triton Museum of Art as full compensation for the museum's services and promotional efforts.

CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
(INSERT RECIPIENT'S NAME HERE)

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Recipient's indemnification of the City, and prior to commencing the Services and the disbursements of contributions under this Agreement, the Recipient shall purchase 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:

COMMERCIAL GENERAL LIABILITY INSURANCE

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
$1,000,000 general aggregate
$1,000,000 products/completed operations aggregate
$1,000,000 personal injury

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.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Recipient 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 Recipient under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

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.

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 Recipient's operations, using either Insurance Services Office (ISO) Endorsement CG 20 10 03 97, CG 20 26 11 85, or its equivalent.

Cancellation.

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.

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.

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.

ADDITIONAL INSURANCE RELATED PROVISIONS

Recipient and City agree as follows:

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

EVIDENCE OF COMPLIANCE

Recipient 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, Recipient 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 [City Manager's Office]
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Recipient 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.

CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRITON MUSEUM OF ART

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[1] does any of the following:

   a. Is convicted[2] 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[3];

   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.

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

[2] 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.

[3] 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[4] or business experience[5] 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 purchase 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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[4] 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.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
TRITON MUSEUM OF ART

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, Jill Meyers, being first duly sworn, depose and state I am Executive Director [insert title or capacity] of Triton Museum of Art and 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.

TRITON MUSEUM OF ART
a California non-profit corporation

By: Jill Meyers
Signature of Authorized Person or Representative

Name: Jill Meyers

Title: Executive Director

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

California All-Purpose Acknowledgment

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA } ss

On **July 7, 2014**, before me, Jose Armas, a Notary Public in and for said County and State, personally appeared **Jill Meyers** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

JOSE ARMAS
COMM. NO. 1934747
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
COMM. EXPIRES MAY 29, 2015

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF CALIFORNIA

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Contribution Agreement with Triton Museum of Art

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-7

Santa Clara All-America City 2001

Date: July 15, 2014

To: City Manager for Council Action

From: Director of Public Works/City Engineer

Subject: Approval of an Agreement for the Performance of Services with APC International, Inc. for Construction Inspection and Management Services for the Santa Clara Various Streets and Roads Preservation Project

EXECUTIVE SUMMARY:

The Santa Clara Various Streets and Roads Preservation Project involves the substantial reconstruction of approximately one and one-half (1.5) miles of City streets. The project will cost approximately $1.7 million and take approximately fourteen (14) weeks to complete. It is expected that work will start by early August of 2014. Since this project is federally funded, extensive record keeping and documentation is required.

Since City staff is fully committed to other projects and since the project must be constructed in a timely manner to maintain its federal funding, it became apparent that outside construction inspection and management is required. Requests for Proposals were sent to six firms providing these services. Two responded. APC International, Inc. gave the lowest cost proposal while proposing to use known, qualified personnel.

It is proposed that APC International, Inc. be contracted to provide assistance in this very large, complex project. This Agreement with APC International, Inc. will provide "as-needed" construction inspection and management services for this project. The staff from APC International, Inc. is experienced, retired Public Works Inspectors and Civil Engineers from local jurisdictions that are known to, or have previously worked with City staff.

A copy of the Agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this Agreement will allow the City to maintain an appropriate level of quality control for this significant infrastructure project.

ECONOMIC/FISCAL IMPACT:

This Agreement is for an amount not to exceed $60,800. Appropriations are available in the Annual Street Maintenance Rehabilitation Project (522-4443-80XX0-1468). Since the funding for this work comes from Gas Tax Funds, there is no impact to the General Fund.

RECOMMENDATION:

That the Council:

1. Approve and authorize the City Manager to execute an Agreement for the Performance of Services with APC International, Inc. for Construction Inspection and Management Services for the Santa Clara Various Streets and Roads Preservation Project for an amount not to exceed $60,800; and
2. Authorize the City Manager to make minor, non-substantive modifications to the Agreement, if necessary.

Rajeev Batra
Director of Public Works/City Engineer

Certified as to Availability of Funds:
522-4443-80XX0-1468 $ 60,800.00

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

for Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
1) Agreement for the Performance of Services

I:\ENGINEERING\Agenda\Reports\2014\July 15\APC International Construction Inspection and Management for SC Various Streets and Roads Preservation Agmt Agn.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND APC INTERNATIONAL, INC. FOR SANTA CLARA VARIOUS STREETS AND ROADS PRESERVATION PROJECT

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of _____, 2014, ("Effective Date") by and between APC International, Inc., a California corporation, with its principal place of business located at 396 Industrial Street, Campbell, California 95008 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

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

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2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

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

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on **December 31, 2016**.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations. Contractor shall ensure its employees shall not work more than 999 hours for City in any fiscal year, and will ensure that any of its employees that are retired CalPERS employees shall not work more than 960 hours for City in any fiscal year.

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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor form 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

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

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 thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

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

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

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20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

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.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase 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: Engineering Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 985-7936

And to Contractor addressed as follows:

APC International, Inc.
396 Industrial Street
Campbell, CA 95008
or by facsimile at (408) 583-0515

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

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. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

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."

[Paragraph 33 and signatures follow on page 9.]

33. 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.

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. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

APC INTERNATIONAL, INC.,
a California corporation

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Allan Butler

Title: President

Local Address: 396 Industrial Street
Campbell, CA 95008

Telephone: (408) 583-0510

Fax: (408) 583-0515

"CONTRACTOR"

I:\ENGINEERING\Final\AGREE\APC International SS Imprvmnts PhII Inspection & Mngmt Svc Agmt.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
APC INTERNATIONAL, INC.
FOR
SANTA CLARA VARIOUS STREETS AND ROADS
PRESERVATION PROJECT

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are:

1. Provide Public Works Inspection for the referenced project. This includes, but is not limited to, verification of the Contractor's compliance with the requirements of the Contract Documents, coordination with City Departments, and interacting with the public.

2. Provide construction management as required, including creation of minutes from coordination meetings with the Contractor.

3. Create, organize, and monitor required Federal Documentation associated with the funding of the project.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
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PRESERVATION PROJECT

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed Sixty Thousand, Eight Hundred Dollars ($60,800.00), subject to budget appropriations.

Position	Hourly Rate
Public Works Inspector (straight time)	$74.00
Public Works Inspector (overtime, after 40 hours in one week)	$111.00
Construction Management (Alan Butler)	$120.00

The hourly rate above is all inclusive, including such items as travel time, vehicle costs, materials, and equipment.

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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall purchase and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

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

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the 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 Consultant's insurance.

3. Cancellation.

   a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

   b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

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F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, <u>except as with respect to limits</u>. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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

G. EVIDENCE OF COVERAGE

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

H. EVIDENCE OF COMPLIANCE

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

EBIX Inc.
City of Santa Clara Engineering Department
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant 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
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PRESERVATION PROJECT

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[1] does any of the following:

   a. Is convicted[2] 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[3];

   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,

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

[2] 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.

[3] 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.

e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

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[4] or business experience[5] 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 purchase 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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[4] 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.

[5] 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
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CITY OF SANTA CLARA, CALIFORNIA,
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PRESERVATION PROJECT

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.

APC INTERNATIONAL, INC.,
a California corporation

By: _____
Signature of Authorized Person or Representative

Name: Allan Butler

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA NOTARY ACKNOWLEDGEMENT
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On 6/30/ 2014, before me, **Patience Anne Starnes**, Notary Public, personally appeared:
Allan Thomas Butler____ _____
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature (s) on the instrument the person(s) or the entity upon behalf of which the person(s)acted, executed the instrument..

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

PATIENCE ANNE STARNES
COMM. NO. 1943113
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SANTA CLARA
COMM. EXPIRES JULY 29, 2015

WITNESS my hand and official seal.

Patience Anne Starnes, Notary Public

---------- **OPTIONAL** ----------

Although the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY CUSTODIAN

__ _x_ INDIVIDUAL

_ CORPORATE OFFICER

___ ___
TITLE(S)

____ PARTNERS ____ LIMITED
____ GENERAL

____ ATTORNEY IN FACT

____ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement For Performance
Exhibit E
TITLE OR TYPE OF DOCUMENT

1
_____
NUMBER OF PAGES

6/30/2014
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME(S) OF PERSON(S) OR ENTITY(IES)
__ _____
_____

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-8

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Human Resources

Subject: Approval of the Memorandum of Understanding Between the City of Santa Clara and the Unclassified Management Employees (Unit #9) for the term 2013-2015

EXECUTIVE SUMMARY:

The City of Santa Clara has negotiated in good faith with the Unclassified Management Employees (Unit #9) to develop a new Memorandum of Understanding (MOU). This new MOU will be in effect from December 22, 2013 through December 19, 2015, and the agreement was reported to the City Council by the City Attorney on December 17, 2013.

Effective the pay period commencing December 22, 2013, for all classifications represented by Unit 9, there will be no change in salary. Key elements of the parties' agreement include a stipend totaling an amount equal to 2.5% of base salary, which will be paid in two payments in equal amounts in the paychecks for the first full pay period in January, 2014, and the first full pay period in July 2014. Effective the pay period commencing December 21, 2014, for all employees in Unit #9, a stipend totaling an amount equal to 2.5% of base salary will be paid in two payments in equal amounts in the paychecks for the first full pay period in January, 2015, and the first full pay period in July 2015.

In addition, the City will cover the cost of any increases in the CalPERS rate, as well as any increase in the cost of the Kaiser employee-only rate for the 2014 and 2015 MOU years. Further information is detailed in the attached Memorandum of Understanding. Any cost of living or fringe benefit changes that are granted to the Miscellaneous Unclassified Management will also be applicable to the Council-appointed positions of City Manager, City Attorney, and City Auditor, as well as the elected position of City Clerk.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

This MOU was developed in discussion between the City of Santa Clara and the Unclassified Management Employees (Unit #9), and reflects the agreement between them. The MOU has already been ratified by the Unclassified Management Employees membership. Thus, there are no disadvantages to Council approval.

ECONOMIC/FISCAL IMPACT

The cost of the two aforementioned stipends, as well as the projected increases for CalPERS and any increases in the Kaiser employee-only rate, are contained in the operational budget, which was adopted by

the City of Santa Clara at the Council meeting of June 10, 2014. There is no further impact other than staff time and expense.

RECOMMENDATION:

That the Council approve the Memorandum of Understanding between the City of Santa Clara and the Unclassified Management Employees (Bargaining Unit #9), for the term from December 22, 2013 through December 19, 2015, consistent with prior Council action.

Elizabeth C. Brown
Director of Human Resources

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) MOU between the City of Santa Clara and the Unclassified Management Employees Association, Unit # 9

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

MISCELLANEOUS UNCLASSIFIED EMPLOYEES UNIT 9

DECEMBER 22, 2013 – DECEMBER 19, 2015

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT # 9
DECEMBER 22, 2013 – DECEMBER 19, 2015

Table of Contents

1. TOTAL COMPENSATION 1
2. ADJUSTMENT OF TOTAL COMPENSATION 2
3. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 4
4. DENTAL PROGRAM 4
5. APPLICATION OF MOU TO REIMBURSED SERVICES 4
6. HOLIDAYS 5
7. JOB SECURITY 5
8. VACATION ACCRUAL AND USAGE 5
9. HEALTH INSURANCE PREMIUMS 6
10. AUTOMOBILE ALLOWANCE 7
11. MOBILE COMMUNICATION DEVICE ALLOWANCE 8
12. NON-RECOVERABLE HEALTH SERVICES/PROFESSIONAL DEVELOPMENT 8
13. MERIT PAY/SALARY ADJUSTMENT SYSTEM 9
14. EMERGENCY PAID LEAVE PROGRAM 9
15. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 11
16. BEREAVEMENT LEAVE 12
17. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 13
18. RETIREE MEDICAL REIMBURSEMENT BENEFIT 13
19. EMPLOYEE ASSISTANCE PROGRAM 14
20. CHANGES TO JOB DESCRIPTIONS 14
21. LIMITED/ALTERNATIVE DUTY 14
22. REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM 16
23. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION 16
24. MANAGEMENT LEAVE PROGRAM 17
25. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125) 17
26. DOMESTIC PARTNERS 17
27. PAY PERIODS 17
28. DECLARATION 18
29. NEXT MEMORANDUM OF UNDERSTANDING 18

APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM 20

Alphabetical Table of Contents

ADJUSTMENT OF TOTAL COMPENSATION 2
APPENDIX A: MOBILE COMMUNICATION DEVICE PROGRAM 20
APPLICATION OF MOU TO REIMBURSED SERVICES 4
AUTOMOBILE ALLOWANCE 7
BEREAVEMENT LEAVE 12
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM 4
CHANGES TO JOB DESCRIPTIONS 13
DECLARATION 17
DENTAL PROGRAM 4
DOMESTIC PARTNERS 17
EMERGENCY PAID LEAVE PROGRAM 9
EMPLOYEE ASSISTANCE PROGRAM 14
FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125) 17
HEALTH INSURANCE PREMIUMS 5
HOLIDAYS 4
INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION 16
JOB SECURITY 5
LIMITED/ALTERNATIVE DUTY 14
MANAGEMENT LEAVE PROGRAM 16
MERIT PAY/SALARY ADJUSTMENT SYSTEM 9
MOBILE COMMUNICATION DEVICE ALLOWANCE 8
NEXT MEMORANDUM OF UNDERSTANDING 18
NON-RECOVERABLE HEALTH SERVICES/PROFESSIONAL DEVELOPMENT 8
PAY PERIODS 17
REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM 16
RETIREE MEDICAL REIMBURSEMENT BENEFIT 13
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 11
TOTAL COMPENSATION 1
VACATION ACCRUAL AND USAGE 5
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 13

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES, UNIT # 9
DECEMBER 22, 2013 – DECEMBER 19, 2015

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding constitutes the results of discussions between designated representatives of the City Management Staff (City) and the Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) on all matters within the scope of representation. The term of this Agreement shall be from December 22, 2013 through December 19, 2015.

1. TOTAL COMPENSATION

A. For the purposes of this agreement, total compensation is defined to include the following items:

1) Salary
2) Fringe Benefits:
   a. Retirement (including Social Security)*
   b. Holiday Pay*
   c. Vacation Pay*
   d. Insurance
      (1) Life
      (2) Health
      (3) Dental
      (4) Long-Term Disability
      (5) Non-Recoverable Health Services/Professional Development
      (6) Retiree Medical

*These elements are directly tied to salary and move as a function of salary. No independent movement is allowed in these element areas.

B. For each of the effective years of this Memorandum of Understanding, a base total compensation as defined above, for a Miscellaneous Unclassified Management Employee, will be determined in the following manner:

1) The average control point salary of the Miscellaneous Unclassified Management Employees currently employed will be calculated from the control point salary schedule in effect on the first day of the last full pay period of the preceding calendar year, exclusive of Council Officers.
2) From this average control point salary, a Salary Adjustment Form will be developed to establish the base total compensation for an Unclassified Employee whose total compensation is deemed to be the average of the Unit.

C. It will be the prerogative of the Miscellaneous Unclassified Management Employees to allocate the distribution of total compensation monies among the following element areas: 1) Salary, 2) Life Insurance Premiums, 3) Medical Insurance Premiums, subject to the requirement that the amount of the Kaiser single health insurance premium, including the PEMHCA minimum, be included in the mandatory section of the total compensation array, 4) Long-Term Disability Insurance, and 5) Non-

recoverable Health Services/Professional Development, except as otherwise noted in this Memorandum of Understanding.

2. ADJUSTMENT OF TOTAL COMPENSATION

A. YEAR 1 (12/08 – 12/09). Effective the pay period commencing December 14, 2008, for all classifications represented by the Miscellaneous Unclassified Management Employees, the City shall adopt a monthly total compensation schedule (Salary Adjustment Form) using the "average control point salary" of the Miscellaneous Unclassified Management Employees as described in Section 1.B. of this MOU that will increase salary by the average salary increase for the other miscellaneous bargaining groups for the 12/08-12/09 year. If any miscellaneous group reaches agreement on, or has imposed, a salary or total compensation increase for the 12/08-12/09 year after 12/14/08, the Salary Adjustment Form for the Miscellaneous Unclassified Management Employees shall be increased to the new average salary increase for the other miscellaneous bargaining groups, and represented employees effective December 14, 2008, so represented employees will have received the benefit of the average salary increases of the other miscellaneous bargaining groups for the first full year of the MOU.

In addition, the Salary Adjustment Form shall at the same time be modified from prior years by only including (i.e. putting "above the line") twenty-five percent (25%) of the City's CalPERS employer contribution instead of fifty percent (50%) and excluding (i.e. placing "below the line") seventy-five percent (75%) of the City's CalPERS employer contribution. The Salary Adjustment Form shall also exclude (i.e. show "below the line") the amount of the City's contribution to retiree health using an actuarial costing methodology. The new Salary Adjustment Form shall reflect the applicable City rates for CalPERS, PEMHCA, Social Security and Medicare.

Effective the beginning of the pay period which includes July 1, 2009, the Salary Adjustment Form prepared by the City in December 2008 will be adjusted to reflect the change in the City's CalPERS rate from the period of July 1, 2008 through June 30, 2009 to the period of July 1, 2009 through June 30, 2010. The City will contribute seventy-five percent (75%) of the employer CalPERS retirement rate outside of (i.e. "below the line" on) the Salary Adjustment Form. If the employer CalPERS retirement rate is lower for FY 2009-10 than in FY 2008-09, only the salary and CalPERS contribution elements of the Salary Adjustment Form will change but the total compensation "above the line" on the Salary Adjustment Form will not change. If the employer CalPERS retirement rate is higher for FY 2009-10 than in FY 2008-09, only the CalPERS contribution element of the Salary Adjustment Form will change, and the total compensation "above the line" on the Salary Adjustment Form will increase by the impact of 25% of the increase in the employer CalPERS retirement rate.

B. YEAR 2 (12/09 – 12/10). Effective the pay period commencing December 27, 2009, for all classifications represented by the Miscellaneous Unclassified Management Employees, the City shall adopt

a monthly Salary Adjustment Form using the "average control point salary" of the Miscellaneous Unclassified Management Employees as described in Section 1.B. of this MOU that will increase salary by the average salary increases for the other miscellaneous bargaining groups for the 12/09-12/10 year. In addition, the Salary Adjustment Form shall be modified by not including (i.e. putting "above the line") any of the City's CalPERS employer contribution instead of seventy-five percent (75%), and excluding (i.e. placing "below the line") 100% of the City's CalPERS employer contribution. The Salary Adjustment form shall also exclude (i.e. show "below the line") both (1) the amount of the City's contribution to retiree health using an actuarial costing methodology and (2) the City's monthly contributions on behalf of represented employees to VEBA accounts. The new Salary Adjustment Form shall reflect the applicable employer rates for CalPERS, PEMHCA, Social Security and Medicare.

C. YEAR 3 (12/10 – 12/11). Effective the pay period commencing December 26, 2010, for all classifications represented by the Miscellaneous Unclassified Management Employees, the City shall adopt a monthly Salary Adjustment Form using the "average control point salary" of the Miscellaneous Unclassified Management Employees as described in Section 1.B. of this MOU that will increase the total compensation by the average salary increases for the other miscellaneous bargaining groups. The City will contribute outside of the Salary Adjustment Form used by the City to determine the salary and other adjustments that will result from this total compensation increase: (1) 100% of the employer CalPERS retirement rate; (2) the amount of the City's contribution to retiree health using an actuarial costing methodology; and (3) the City's monthly contributions on behalf of employees to VEBA accounts. The new Salary Adjustment Form shall reflect the applicable Employer rates for CalPERS, PEMHCA, Social Security and Medicare.

D. 2014 MOU Year: Effective the pay period commencing December 22, 2013, for all classifications represented by the bargaining unit, a signing bonus stipend totaling an amount equal to 2.5% of base salary will be paid in two payments in equal amounts in the paychecks for the first full pay period in January 2014 and the first full pay period in July 2014 (1.25% of base salary in January 2014 and 1.25% in July 2014). Employees must be in a paid status or on an approved leave in the applicable Miscellaneous Unclassified Management Employees represented classification as of the last day of the applicable pay period.

E. 2015 MOU Year: Effective the pay period commencing December 21, 2014, for all classifications represented by the bargaining unit, a signing bonus stipend totaling an amount equal to 2.5% of base salary will be paid in two payments in equal amounts in the paychecks for the first full pay period in January 2015 and the first full pay period in July 2015 (1.25% of base salary in January 2015 and 1.25% in July 2015). Employees must be in a paid status or on an approved leave in the applicable Miscellaneous Unclassified Management Employees represented classification as of the last day of the applicable pay period.

F. This agreement on stipend payments is for the 12/13-12/15 MOU years only and sunsets/expires at the end of this MOU.

G. The CalPERS increases from fiscal years 2012-13 to 2013-14 and from fiscal year 2013-14 to 2014-15 will not adversely impact salaries of Miscellaneous Unclassified Management Employees.

H. The City will pay any increase in the cost of the Kaiser employee only rate for the 2014 and 2015 calendar years. These increases will not adversely affect the salaries of Miscellaneous Unclassified Management Employees.

I. The Salary Adjustment Form and "Total Compensation" methodology described in Sections 1 and 2 of this MOU will not be used in either MOU year to determine salary (which salary would not change from the prior year) or other element of compensation.

3. CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City has contracted with CalPERS to provide employees with the 2.7% at age 55 formula with "highest single year" effective December 17, 2006 for "Classic" or "Legacy" employees as defined by CalPERS and the Public Employees' Pension Reform Act of 2013 (PEPRA) and the 2.0% at 62 with "highest three year average" for "New Members" as defined by CalPERS and PEPRA. Classic/Legacy employees shall continue to pay the employee contribution rate and New Members shall contribute 50% of the "normal cost" of their pension formula as required and defined by CalPERS and PEPRA. The City's contributions to pension shall continue to be outside of (i.e. "below the line") on the Salary Adjustment Form and represented employees shall not receive a salary decrease as a direct result of an increase in CalPERS employer retirement rate under the CalPERS contract between CalPERS and the City. The employee's CalPERS retirement contribution will continue to be treated as tax deferred.

4. DENTAL PROGRAM

Unit 9 agrees to meet with representatives of other City Employee groups for the purpose of determining the amount of money to be contributed by the City to the City of Santa Clara Dental Reimbursement Plan. The Unclassified Management Employees agree that the amount decided upon by the majority of the Employee Representatives will be binding upon the Unclassified Management Employees during the life of this Memorandum. It is understood by the Unclassified Management Employees that any monies contributed to the Dental Reimbursement Plan will be charged to total compensation monies available for allocation.

5. APPLICATION OF MOU TO REIMBURSED SERVICES

The terms of this Memorandum of Understanding shall not apply to Unclassified Management Employees when such employees are providing their services to another agency that is reimbursing the City of Santa Clara for salary and fringe benefits of such employees. Such arrangements shall be mutually agreed upon between the employee and the City.

6. HOLIDAYS

The number of annual paid holidays included on the Salary Adjustment Form will be 13 days (computed on the eight hour per day pay rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9. However, such holidays will be charged against total compensation. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

Additionally, the City will observe four additional non-permanent paid holidays on 12/26/13, 12/27/13, 12/30/13 and 12/31/13 in the first MOU year and on 12/26/14, 12/29/14, 12/30/14, and 12/31/14 in the second MOU year. These non-permanent paid holidays would be only for these MOU years, and this provision will sunset and expire on December 19, 2015. Employees whose jobs require them to work on these days would receive banked paid days off instead, which could be used during the applicable MOU year with the approval of the applicable supervisor/manager.

7. JOB SECURITY

Represented members will be compensated at the rate of forty (40) hours salary per year of service to a maximum of six hundred and forty (640) hours should they be terminated from employment for reasons other than cause as defined under Section 6.4 of the Civil Service Rules and Regulations.

8. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

A. Vacation may not be taken during the first 6 months of regular employment.

B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.

C. Accrued vacation time will be paid off regardless of term of employment.

D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM ACCRUAL
1 through 4	80 hours	400 hours
5 through 9	120 hours	400 hours
10 through 15 years	168 hours	400 hours
16 through 20	176 hours	400 hours
21 years +	192 hours	400 hours

E. Employees are limited to the maximum accrual of vacation as defined. Employees may temporarily exceed the allowed maximum vacation accrual, subject to the vacation balance as of the end of the pay period

which includes December 31st of each year being reduced to the maximum allowable accrual. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

Vacation that is temporarily allowed to exceed the maximum allowable accrual and is removed from the vacation balance as of the end of the pay period, which included December 31st of each year, may be donated to the Emergency Paid Leave Fund at the direction of the employee.

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July 1st or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation.

I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

9. <u>HEALTH INSURANCE PREMIUMS</u>

A. Mandatory Health Allocation

Kaiser single employee health insurance will be included on the Salary Adjustment Form as a Mandatory Allocation. The amount allocated for Kaiser single employee health insurance will be the premium minus the statutorily required Public Employees Medical and Hospital Care Act (PEMHCA) contribution. The PEMHCA contribution will remain in the Salary Adjustment Form as a separate Mandatory Allocation. The City will change the dollar amount designated within the Salary Adjustment Form for Kaiser single employee health insurance when the premium amount changes annually and/or when the statutorily required PEMHCA contribution changes.

B. Discretionary Health Allocation

The Miscellaneous Unclassified Management Employees may (on a once-a-year basis, commencing with the beginning of the calendar year) designate within the discretionary portion of the Salary Adjustment Form a fixed monthly sum for all represented employees for employee plus one or full family coverage. In order to offset the increase in premium that may be expected during the course of the calendar year, the Miscellaneous Unclassified Management Employees monthly

discretionary allocation for health insurance premiums may exceed the cost of the lowest cost family medical insurance premium coverage available to employees who reside within Santa Clara County by an amount not to exceed ten percent (10%) above said premium at the time of the annual allocation of total compensation monies. If the health insurance premium for an individual employee exceeds the amount allocated, the balance is paid by way of a salary deduction from the pay of the individual employee.

C. Health Allocation Refund

All individual employees having health insurance payments made on his/her behalf that are less than the monthly amount allocated by the Miscellaneous Unclassified Management Employees will have the difference refunded on a once-a-month basis. Such payments shall be made on the first paycheck issued in each month. This refund program requires the following qualifications: 1) it must be a health insurance program; and 2) it must be a health insurance vendor with a current contract with the City through the CalPERS Health Insurance Program. City health insurance coverage will be at the option of the individual employee. It is the intent of this section that employees opting not to have City health coverage will be refunded the full amount allocated on their behalf for health insurance.

D. The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

10. AUTOMOBILE ALLOWANCE

As an alternative to IRS mileage reimbursement or use of a City vehicle, an automobile allowance program will be available to represented employees as follows:

A. Department Heads including Assistant City Manager, Deputy City Manager and Deputy Director Redevelopment Agency/Sports & Open Space Authority (Executive Management) shall be entitled to a base monthly automobile allowance of $320 for use of their personal vehicles to conduct City business. Executive Management employees may be eligible to receive an additional amount up to a maximum of $200 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

B. Assistant Department Heads and Division Managers shall be entitled to a base monthly automobile allowance of $200 for use of their personal vehicles to conduct City business. Assistant Department Heads and Division Managers may be eligible to receive an additional amount up to a maximum of $300 per month based on required driving while conducting City business, at the discretion of the City Manager or his/her designee.

C. Upon request of the employee, prior to the beginning of each fiscal year, the City Manager or his/her designee will determine whether or not it is appropriate for a manager to receive an amount above the base monthly allowance. The determination will be made based on the requirements for

use of the personal vehicles for City business and may require detailed driving information in order to grant an amount above the base monthly amount. This rate adjustment will become effective at the beginning of each fiscal year and will remain in effect for the full year unless there are unique circumstances requiring a modification.

D. Prior to the granting of this allowance, all insurance, driver's license, and vehicle registration as required under the State of California Vehicle Code, will be provided by the represented employee, and must be valid and in force at all times employees are operating their personal vehicles on City business.

E. Employees receiving the automobile allowance are responsible for all gasoline and maintenance costs. Employees shall also maintain their personal vehicles in a clean and presentable condition while conducting City business.

F. A represented employee, who is currently assigned a City vehicle, may choose to continue using that assigned City vehicle in lieu of the automobile allowance.

G. The City reserves the right to substitute an assigned City vehicle in lieu of this automobile allowance for a represented employee if it is deemed to be in the City's best interest to provide a City vehicle to conduct City business.

H. A represented employee who is currently reimbursed for use of a personal vehicle in accordance with the IRS mileage reimbursement rate, may continue to utilize direct mileage reimbursement, in lieu of participation in this automobile allowance program.

11. <u>MOBILE COMMUNICATION DEVICE ALLOWANCE</u>

Mobile communication device allowance of $80.00 per month for eligible classifications beginning in the pay period which includes April 1, 2009.

12. <u>NON-RECOVERABLE HEALTH SERVICES/PROFESSIONAL DEVELOPMENT</u>

Represented employees shall have the right to allocate total compensation monies toward Non-Recoverable Health Services or Professional Development. This program is designed to provide reimbursement to the employee of the cost of services that are not covered as a part of the City's Medical Insurance Program or for non-reimbursed costs incurred as a result of the employee's expenditure in professional activities, organizations, or materials, which are related to his/her position with the City.

Monies deposited in this fund shall be distributed to represented employees on or about November 15 of each year subject to the following conditions:

A. The right to collect the benefit or a pro-rated amount thereof shall vest on November 15 of each year only for represented employees employed as of that date; except that the right to collect the total benefit shall earlier

vest in the case of an Unclassified Management Employee whose service is terminated by death or retirement in which case, it shall vest on such date of death or retirement at which time the benefit also becomes payable.

B. For employees entering the Unclassified Service on or after January 1 of each year and whose right to the benefit vests, payment shall be made according to the following table:

Entered Service		Amount Paid
On or After	But Before	
Jan. 1	Feb. 1	Full Amount
Feb. 1	Mar. 1	91.7%
Mar. 1	Apr. 1	83.3%
Apr. 1	May 1	75.0%
May 1	June 1	66.7%
June 1	July 1	58.3%
July 1	Aug. 1	50.0%
Aug. 1	Sept. 1	41.7%
Sept. 1	Oct. 1	33.3%
Oct. 1	Nov. 1	25.0%
Nov. 1	Nov. 16	16.7%
Nov. 16	Dec. 31	0.0%

C. No represented employee shall be entitled to more than the allocation for this benefit in any calendar year.

13. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments are, and will continue to be available during the term of this MOU when and if approved by the applicable Department Head and the City Manager. In addition, the City will meet with Unit 9 representatives during the first year of the MOU regarding the possibility of modifying the current merit pay system applicable to Unit 9 employees, including the possibility of moving to a pay step system like is applicable for other bargaining units. This meeting would be to share ideas and is not a formal "meet and confer," and does not guarantee Unit 9 any specific changes to the current merit pay system.

14. EMERGENCY PAID LEAVE PROGRAM

A. ADMINISTRATION

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. METHOD OF DONATION

1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).

2) Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.

3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.

4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.

5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.

6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, CTO or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. USE OF POOL

1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.

2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.

3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.

4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).

5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.

6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation.

7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

15. <u>SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE</u>

A. SICK LEAVE

1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.

2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation, Unclassified CTO, and Management Leave may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30.

B. FAMILY SICK LEAVE

1) Not more than forty eight (48) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent,

domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. PERSONAL LEAVE

1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.

2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.

3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.

4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

16. <u>BEREAVEMENT LEAVE</u>

A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, great-grandchild, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).

B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form.

C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.

D. At the request of the City, the employee will provide verification.

17. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post-retirement medical benefit for employees. The City previously stopped making contributions to employee VEBA accounts effective December 21, 2003 through December 26, 2009and employee VEBA accounts remained open for other potential contributions. Effective December 27, 2009, the City began contributing $50 per month per represented employee. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts. These contributions shall be made "below the line," on the Salary Adjustment Form (i.e. excluded from calculation of salary adjustments based on total compensation adjustments) but shall be included on Bay Area ERS total compensation surveys. Specific information regarding the Plan is referenced in the Plan Document.

B. VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

18. RETIREE MEDICAL REIMBURSEMENT BENEFIT

A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the first full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting in the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2013 that will be reimbursed in 2014, the City will reimburse an amount up to $313 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to $188 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental health insurance premium. The amount of the City reimbursement will be adjusted thereafter once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.

C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment each year.

19. EMPLOYEE ASSISTANCE PROGRAM

The City will provide a confidential Employee Assistance Program for represented employees to be funded outside of the Salary Adjustment Form.

20. CHANGES TO JOB DESCRIPTIONS

Should the City propose a change of the job description, or should the City propose a new job classification and job description, of any job classification represented herein, the City Manager or designee will provide a copy of that proposed job description to Unit 9 for its review and comment back at least ten (10) work days before it is scheduled to be presented to the City Council for adoption. If the proposed compensation control point of a new classification has been established, the City Manager will also provide that proposed compensation control point to Unit 9 for its comment. For a revision of an existing job description, Unit 9 may include a request that the City Manager review the existing compensation control point for the job classification if there has been a significant change in the duties, responsibilities, or safety hazards of the job classification. The City Manager will give consideration to Unit 9 comments, but the final decision on the job description and compensation control point that is submitted to the City Council for adoption will be made by the City Manager.

21. LIMITED/ALTERNATIVE DUTY

A. ALTERNATE WORK SCHEDULE (NINE-EIGHTY SCHEDULE)

A Miscellaneous Unclassified Management employee shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Department Head to the City Manager. The City Manager must approve the schedule and the City Manager or Department Head (for employees other than Department Heads) may terminate the schedule at any time.

B. JOB RELATED ILLNESS OR INJURY

Employees with a job related illness or injury, covered by Workers' Compensation, which prohibits performance of their regular duties, will be reassigned to limited or alternative duty under the following conditions:

1) Supervisors shall be advised of any industrial injury/illness as soon as practical.

2) Upon receipt of a Doctor's report providing work limitations, the City may identify a regular or modified assignment for which the employee has the required experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

3) If the City is unable to identify a limited or alternative duty assignment for which the employee has the required experience and training, the employee will be reassigned to a Monday through Friday work schedule to accommodate required medical or other workers' compensation commitments.

C. NON JOB RELATED ILLNESS, INJURY OR CONDITION

Employees who have a non-job related illness, injury or condition which prohibits performance of the employee's regular duties, may request assignment to limited or alternative duty. Nothing in these provisions is intended to imply that an employee has a right to a limited/alternative duty assignment, unless expressly provided by law. Such request will be accommodated, unless no appropriate limited or alternative duty assignment is available, under the following conditions:

1) Identification by the City of a regular or modified assignment for which the employee has the essential experience and training. Such assignment may be on a 40 hour per week or less basis, if mutually agreed between the City and the employee.

2) Submission of a written release from employee's doctor, subject to review by the City doctor, which allows the employee to perform all of the duties of the contemplated assignment.

3) Employee may account for regular work schedule through a combination of limited or alternative duty hours and sick leave or other paid leave sufficient to maintain eligibility for regular accrual of benefits.

D. WORK WEEK Under both limited or alternative duty assignments employees will be required to work their regularly scheduled number of hours (normally forty (40) hours) per week, unless such assignment is modified by mutual agreement between the City and the employee. It is recognized that performance of limited or alternative duty assignments will not be permitted to interfere with any medically related treatment designed to assist the employee to return to full, unrestricted duty in the earliest possible time frame.

E. TEMPORARY ASSIGNMENT All such assignments, and their duration, are temporary assignments and are subject to periodic sixty (60) day review of the employee's continued need for limited or alternative duty, the employee's continued ability to perform the limited or alternative duty and the department's ability to continue the employee in the assignment. All temporary assignments shall be at the employee's regular rate of pay.

F. LAW TO PREVAIL In the event the Americans With Disabilities Act requires modification of the provisions of this section, it is agreed that the law will prevail.

22. REDUCED WORK WEEK/VOLUNTARY TIME OFF (VTO) PROGRAM

A. EMPLOYEE PARTICIPATION Employee participation in this plan is with the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort by the employee to help ease the current budget crisis. Participation is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

B. REDUCED WORK WEEK/REDUCED PAY Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

2) More than a 20% reduction of the work week in a pay period will result in proportionate reduction of accrual of sick leave and vacation.

23. INDUSTRIAL INJURY/CONTINUATION OF INSURANCE BENEFITS WHILE ON WORKERS' COMPENSATION

Workers authorized by the City's Workers' Compensation Administrator to undergo therapy or treatment due to an industrial injury, who are required to leave work, shall receive leave with pay, including reasonable travel time, providing the treatment falls within the normal working hours, is pre-scheduled and cannot be scheduled during non-work hours.

The City will continue payment toward health, dental and life insurance coverage for the employee and dependents up to the maximum amount allocated under total compensation for an employee who is disabled from work because of a work related injury if the employee is no longer in a paid status sufficient to continue the coverage afforded under the terms of the program, subject to the following conditions:

A. The employee may not increase the existing coverage after the date of injury except to add children born within nine months of the injury.

B. Continuation toward payment of employee and dependent health/dental/life insurance coverage up to the maximum allocated under Total Compensation is limited to one (1) year from the date of injury. Continuation toward payment of employee health/dental/life insurance coverage up to the maximum allocated under Total Compensation may be extended if the employee continues to be on temporary disability status for a Workers' Compensation injury.

C. The employee has supplemented his/her workers' compensation benefit with sick leave, vacation, unclassified CTO, management leave or other

paid leave sufficient to qualify for payment of the health/dental/life insurance premium and is no longer entitled to any salary from the City.

24. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

A. Effective January 1 of each year, represented employees will be credited with 80 hours of Management Leave per calendar year.

B. New hires or employees promoted into Unit 9 between January 1 and June 30 will be credited with 80 hours of Management Leave. New hires or employees promoted into Unit 9 between July 1 and December 31 will be credited with 40 hours of Management Leave.

C. Use of Management Leave is subject to approval by the City Manager or his/her designee. Such use shall be approved unless staffing or other conflicts prohibit such approval.

D. Management Leave is not charged on the Salary Adjustment Form.

E. Management Leave may not be converted to cash or other paid time off.

F. Unused Management Leave does not carry over from one calendar year to the next.

25. FLEXIBLE SPENDING PLAN (INTERNAL REVENUE CODE SECTION 125)

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pre-tax (federal, state, FICA, Medicare) dollars for dependent care and qualified unreimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending accounts.

26. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

27. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in

which there are 27 pay periods instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/rate of pay.

28. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

29. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than November 2, 2015.

FOR THE CITY OF SANTA CLARA

Elizabeth C. Brown
Date: 6/30/14

Edward L. Kreisberg
Date: 6/27/14

FOR THE CITY OF SANTA CLARA MISCELLANEOUS UNCLASSIFIED EMPLOYEES

Chris Jackson
Date: 4-30-2014

Tamera Haas
Date: 4-30-2014

APPROVED: _____ _____

JULIO J. FUENTES
City Manager

Date

APPROVED BY THE CITY COUNCIL ON: _____

ATTEST: _____ _____

RODNEY DIRIDON, JR.
City Clerk

Date

SIDE LETTER BETWEEN THE CITY OF SANTA CLARA AND MISCELLANEOUS UNCLASSIFIED MANAGEMENT EMPLOYEES (UNIT 9) REGARDING STATE DISABILITY INSURANCE

The City and Miscellaneous Unclassified Management Employees of the City of Santa Clara (Unit 9) have met and conferred and agreed that, effective the pay period that includes April 1, 2014, employees in Unit 9 will ~~be~~ participate in and be covered by State Disability Insurance (SDI). Upon execution of this Side Letter, the City will promptly submit this Side Letter and an application to California Employment Development Department (EDD) requesting to enroll Unit 9 in the City's existing SDI plan. Following approval by EDD, the amount required by EDD to fund the SDI benefit will be deducted from the pay of Unit 9 employees. This SDI benefit will be entirely employee funded and will not require any City contributions or cost to the City.

Elizabeth Brown, City of Santa Clara
Director of Human Resources
Dated: 4/29/14

Chris Jackson, Unit 9
President
Dated: 4-21-2014

Edward L. Kreisberg, Meyers Nave
City's Lead Negotiator
Dated: 4/29/14

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-9

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Authorization for City Manager to Execute the City of Santa Clara's Attestation Related to the City's Power Source Disclosure Report to the California Energy Commission for 2013

EXECUTIVE SUMMARY:

California Energy Commission (CEC) regulations require any electric utility, including municipal utilities, making any claim regarding its energy sources for marketing or communications purposes to provide a Electricity Generation Source Disclosure, which supports electric resource amounts shown on Silicon Valley Power's (SVP) Power Content Label. The disclosure requirements are intended, in part, to address deregulation concerns about protecting consumers from misleading and fraudulent promotional efforts.

SVP has completed its evaluation of the energy sources used to serve its retail customers for 2013 under the CEC's guidelines. These guidelines allow public agencies which offer only one electricity product to its customers to approve, at a public meeting, the submission of an attestation of the veracity of the annual report to the CEC. Electricity that the City provides to its customers meets this standard. Therefore, staff is requesting that the Council direct the City Manager to execute this attestation. The completed Power Source Disclosure Report is attached. This information will be used in SVP and City communications.

To develop the information reported in the Power Content Label, SVP used operating data for City-owned power plants and plants operated by the Northern California Power Agency, which is the same approach used to prepare the 2001-2012 Power Content Labels. For other specific energy resources, SVP used information from invoices. For those agencies or utilities where a specific generation source (i.e., wind, solar, geothermal, hydro, coal, natural gas, etc.) could not be identified, staff must assign these resources as "unspecified source of power".

SVP's 2013 resource mix is more concentrated in renewable and hydroelectric resources than the statewide energy mix. Renewable resources are biomass and waste, geothermal, solar, small hydroelectric, and wind. SVP's 2013 power mix consists of 24.2% renewable resources compared to 15.4% for the statewide mix. This fully accounts for all sales of renewable energy made to other utilities. If large hydro resources are included in the mix, then SVP's 2013 power mix consists of 41.9% renewable and large hydro, as compared to 23.7% for the statewide mix. The current 24.2% renewable resource percentage is slightly lower than the 25.9% renewable resource percentage reported for 2012.

Additionally, with the implementation of state law SBX1_2, renewable energy credits (RECs), which are the environmental attribute of the associated renewable energy, will be used to meet Renewable Portfolio Standard (RPS) targets. The first compliance period under the RPS includes years 2011, 2012 and 2013 and requires 20% of retail sales to come from renewable sources. The RPS also allows excess procurement during the first compliance period to be used in future compliance periods with higher procurement targets. While staff believes that SVP will be able to achieve future renewable targets through direct purchase or production of renewable energy, there is nevertheless no guarantee that this

will in fact occur. For this reason, staff is recommending that all RECs determined to be in excess of the RPS procurement target for the first compliance period be banked for use in future compliance periods. To provide clarity between the Power Source Disclosure Program and the RPS, SVP has added a comment in the Power Source Disclosure Report reflecting the banking of excess procurement beyond 20%.

ADVANTAGES AND DISADVANTAGES OF ISSUE:
Submission of the Power Content Label and attestation by the City Manager on behalf of the City Council complies with CEC requirements.

ECONOMIC/FISCAL IMPACT:
There is no economic or fiscal impact.

RECOMMENDATION:
That Council approve, and authorize the City Manager to execute, the City of Santa Clara's attestation related to the City's Power Source Disclosure Report to the California Energy Commission for 2013.

APPROVED

John C. Roukema
Director of Electric Utility

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Annual Report to the California Energy Commission: Power Source Disclosure Program, June 2014

PROPOSED **ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:**
Power Source Disclosure Program
June 2014
for the year ending December 31, 2013
ATTESTATION FORM
Applicable to: All participants in the Power Source Disclosure Program

I, (print name and title) **JULIO J. FUENTES, City Manager, declare under penalty of perjury, that the statements contained in Schedules 1 and 2 are true and correct and that I, as an authorized agent of** (print name of company) **Silicon Valley Power/City of Santa Clara, have authority to submit this report on the company's behalf. I further declare that the kilowatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.**

Signed: _____

Dated: _____

Executed at: _____

CONTACT INFORMATION	
Name	John C. Roukema
Title	Director of Electric Utility
Company Name	Silicon Valley Power/City of Santa Clara
Address	1500 Warburton Avenue
City, State, Zip	Santa Clara, CA 95050
Phone	408-261-5490
Fax	408-249-0217
E-mail	jroukema@svpower.com

PROPOSED ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program
June 2014
for the year ending December 31, 2013
SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION
Applicable to: Load Serving Entities

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. The remainder of this schedule will be automatically populated with net generic purchase and total retail sales information from Schedule 1. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. The pro-rata calculations will then be divided by total retail sales to calculate fuel mix percentages. If you wish to change how the pro-rata calculation is applied, enter revised purchases in column labeled "Pro-Rata Net Purchases based on Retail

	Net Purchases (kWh)	Pro-Rata Net Purchases based on Retail Sales (kWh)	Percent of Total Retail Sales (kWh)
Specific Purchases			
Renewable	715,765,730	715,765,730	**24.2%**
Biomass & Biowaste	34,261,590	34,261,590	1.2%
Geothermal	62,108,000	62,108,000	2.1%
Eligible hydroelectric	39,036,930	39,036,930	1.3%
Solar electric	45,508,730	45,508,730	1.5%
Wind	534,850,480	534,850,480	18.1%
Coal	248,954,000	248,954,000	8.4%
Large hydroelectric	521,968,570	521,968,570	17.7%
Natural Gas	1,292,575,500	1,292,575,500	43.7%
Nuclear		-	0.0%
Other		-	0.0%
Total Specific Purchases	**2,779,263,800**	2,779,263,800	**94.0%**
Unspecified Power (kWh)	**177,469,402**	**177,469,402**	**6.0%**
Total	**2,956,733,202**	**2,956,733,202**	**100.0%**
Total Retail Sales (kWh)	**2,956,733,202**		

COMMENTS:These values do not reflect renewable generation determined to be in excess of the RPS target in the first compliance period (2011-2013) that requires 20% of retail sales be procured from renewable sources, and will be applied to future compliance periods.

CEC Reg. # 0

PROPOSED **ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program**
June 2014
For the Year Ending December 31, 2013
SCHEDULE 1: RETAIL SALES
Applicable to: Load Serving Entities

INSTRUCTIONS: Enter information about power purchases supporting all electricity products for which your company is filing the Annual Report. If you need additional rows, add them from the INSERT menu. Note: if the power was purchased from a power pool or wholesaler that will be filing an Annual Report with the Energy Commission (schedules 3 and 4), identify the name of the pool / wholesaler under "Facility Name." If purchased power was from a transaction that expressly transferred RECs only and not energy, identify the power as the fuel type of the REC in the fuel type column. If purchased power was from a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power" in the fuel type column. Please list all purchases (Specified and Unspecified purchases) as line items under the "Facility Name" heading. For Unspecified Purchases, if the facility name is unknown, please indicate "Generic Purchase" as the facility name.

ALL PURCHASES (Specified and Unspecified)

Facility Name	Unit Number	Fuel Type	Location (State)[1]	CEC RPS Certification Number[2]	WREGIS ID Number[3]	EIA ID Number[4]	CEC Plant ID Number[5]	QF ID Number[6]	Gross kWh Purchased or Generated	kWh Resold or Self-Consumed	Net kWh Procured
WAPA Large Hydro		Large Hydro	CA		W1156, W1157, W1158, W1159, W1160, W1162, W1163,W1				273035000		273035000
WAPA Large Hydro RECs Only		Large Hydro	CA		W1156, W1157, W1158, W1159, W1160, W1162, W1163,W1				178512040		178512040
WAPA Small Hydro		Small Hydro	CA	1044A, 61045A, 61046A					6085000		6085000
Santa Clara DVR		Natural Gas	CA						922761600		922761600
Santa Clara Cogen		Natural Gas	CA			7323	G0087		49589250		49589250
Stony Creek		Small Hydro	CA	1750A, 61751A, 62633	W1011; W1010	7151	H0500		15444060	10000	15434060
Grizzly Hydro		Small Hydro	CA	61935A	W1252	7338	H0213		22816600	8039000	14777600
Altamont (ZOND)		Wind	CA	60149A	W0331				23817650		23817650
Manzana Wind		Wind	CA	61671A					141683830	2884000	138999830
NCPA Geothermal Plant No. 1 Unit 1		Geothermal	CA	60908A	W1254		T0039		83967000	59924000	24043000
NCPA Geothermal Plant No. 1 Unit 2		Geothermal	CA	60909A	W1255		T0039		102204000	86447000	15757000
NCPA Geothermal Plant No. 2 Unit 3		Geothermal	CA	60910A	W1258		T0039		946000	822000	124000
NCPA Geothermal Plant No. 2 Unit 4		Geothermal	CA	60911A	W1257		T0040		178310000	174726000	3584000
NCPA Large Hydro (Collierville)		Large Hydro	CA						70421530		70421530
NCPA Small Hydro (Spicer)		Small Hydro	CA	61580A	W1260		H0356		4759270	2112000	2647270
NCPA Geothermal Solar unit1 Clear Lake		Solar	CA	62040A	W1509				1123000		1123000
NCPA Geothermal Solar unit 2 Middletown		Solar	CA	62041A	W2792				1056000		1056000
NCPA Hydro_Solar		Solar	CA	62543A	W1266				18000		18000
NCPA Lodi Energy Center		Natural Gas	CA						320224650		320224650
MSR - Big Horn 1		Wind	WA	60776A	W240				262245000		262245000
MSR - Big Horn 2		Wind	WA	61201A	W1688				40212000		40212000
MSR - San Juan Coal		Coal	NM						248954000		248954000
G2 Landfill		Landfill gas	CA	61206A	W1565	57133	W1535		11340790	2851000	8489790
Ameresco Landfill		Landfill gas	CA	62413A	W3583				2981800		2981800
Recurrent Solar		Solar	CA	60855A	W3858				977885		977885
Tioga Solar		Solar	CA						246845		246845
Campbell Hill - Campbell Hill		Wind	WY	61017A	W1383				4636000		4636000
Dunlap I - Dunlap I		Wind	WY	61188A	W1687				5425000		5425000
Glenrock I - Glenrock I		Wind	WY	60804A	W964				4464000		4464000
Glenrock III - Glenrock III		Wind	WY	60805A	W965				1618000		1618000
Goodnoe Hills - Goodnoe Hills		Wind	WA	60819A	W536				3283000		3283000
High Plains - High Plains		Wind	WY	60899A	W1334				4530000		4530000
Leaning Juniper I - Leaning Juniper I		Wind	OR	60562A	W200				3559000		3559000
Marengo - Marengo		Wind	WA	60729A	W185				5229000		5229000
Marengo II - Marengo II		Wind	WA	60730A	W772				2614000		2614000
McFadden Ridge - McFadden Ridge		Wind	WY	60896A	W1341				1348000		1348000
Rolling Hills - Rolling Hills		Wind	WY	60806A	W928				5532000		5532000
Seven Mile Hill I - Seven Mile Hill I		Wind	WY	60807A	W975				5048000		5048000
Seven Mile Hill II - Seven Mile Hill II		Wind	WY	60808A	W976				1052000		1052000
Top of the World - Top of the World		Wind	WY	61199A	W1749				8772000		8772000
Wolverine Creek - Wolverine Creek		Wind	WY	60564A	W188				2890000		2890000
Campo Verde Solar Project - Campo Verde Solar		Solar	CA	60652A	W3591				27200000	18000000	9200000
Catalina Solar Phase 2 - Catalina Solar Phase 2		Solar	CA	61590A	W3885				5825000		5825000
Centinela Solar Energy - CSE - Blocks 1D & 1E		Solar	CA	60837C	W3880				582000		582000
Coram Energy LLC (ECT) - Coram Energy LLC (ECT)		Wind	CA	60029A	W317				1242000		1242000
CSolar IV South - ISEC South 11-12		Solar	CA	61657A	W3553				1844000		1844000
CSolar IV South - ISEC South 13-15		Solar	CA	61657A	W3620				4971000		4971000
CSolar IV South - ISEC South 4-6		Solar	CA	61657A	W3511				4070000		4070000
CSolar IV South - ISEC South 7-10		Solar	CA	61657A	W3531				6330000		6330000
FMG - Prima Deshecha - FMG - Prima Deshecha		Landfill gas	CA	60552A	W704				7345000	2059000	5286000
Geysers Power Plant - Calpine Geothermal Unit 12		Geothermal	CA	60004A	W120				18600000		18600000
Geysers Power Plant - Calpine Geothermal Unit 7-8		Geothermal	CA	60003A	W118				18025000	18025000	0
Imperial Valley Solar, LLC - Imperial Valley Solar 1, LLC - IVS1 Stage 1		Solar	CA	61545A	W3592				4384000		4384000
Imperial Valley Solar, LLC - Imperial Valley Solar 1, LLC - IVS1 Stage 2		Solar	CA	61292A	W3931				2802000		2802000
Manzana - Manzana Wind LLC		Wind	CA	61671A	W3105				9742000	6676000	3066000
Mesa Wind Power Corporation - Mesa Wind Power Corporation		Wind	CA	60370A	W507				91000		91000
MM San Diego - Miramar - MM San Diego Energy, LLC - Miramar		Landfill gas	CA	60481A	W424				3540000		3540000
NRG Solar Borrego I - NRG Solar Borrego I		Solar	CA	61211A	W2874				5493000	3414000	2079000
Ocotillo 2 - Ocotillo Express LLC		Wind	CA	61400A	W3692				404000		404000
Olivenhain Municipal Water District - Olivenhain Municipal Water District		Small Hydro	CA	60441A	W710				93000		93000
Otay Landfill 1 - Otay Landfill Gas LLC		Landfill gas	CA	60433A	W558				808000		808000
Otay Landfill 2 - Otay Landfill Gas LLC		Landfill gas	CA	60434A	W559				2298000		2298000
Otay Landfill 3 - Otay Landfill Gas LLC		Landfill gas	CA	60571A	W197				4304000		4304000
Otay Landfill 5 - Otay Landfill Gas, LLC		Landfill gas	CA	62328A	W3535				2277000		2277000
Otay Landfill 6 - Otay Landfill Gas, LLC		Landfill gas	CA	62329A	W3536				2148000		2148000
Pacific Wind, LLC - Pacific Wind, LLC		Wind	CA	61555C	W2779				13453000	8680000	4773000
San Marcos Energy LLC - San Marcos Energy LLC		Landfill gas	CA	60435A	W707				2129000		2129000
Generic Purchase		Unspecified Power							198561095	21091693	177469402

Total Net Purchases	2,956,733,202
	-
Total Retail Sales	2,956,733,202

[1] Indicate the state or province the facility is located in.
[2] Enter the California Energy Commission Renewable Portfolio Standard (RPS) Certification number for the facility, if applicable.
[3] Enter the Western Renewable Electricity Generation Information System identification number, if applicable.
[4] Enter the Energy Information Administration identification number for the generating facility, if available.
[5] Enter the California Energy Commission's Plant ID number, if applicable.
[6] Please enter the Qualifying Facility ID Number for the facility, if available.

Silicon Valley Power
2013 POWER CONTENT LABEL

ENERGY RESOURCES	2013 SVP POWER MIX	2012 POWER MIX** (for comparison)
Eligible Renewable	**24.2%**	**15.4%**
-- Biomass & waste	1.2%	2.3%
-- Geothermal	2.1%	4.4%
-- Eligible Hydro	1.3%	1.5%
-- Solar	1.5%	0.9%
-- Wind	18.1%	6.3%
Coal	**8.4%**	**7.5%**
Large Hydro	**17.7%**	**8.3%**
Natural Gas	**43.7%**	**43.4%**
Nuclear	**0.0%**	**9.0%**
Other	**0.0%**	**0.0%**
Unspecified sources of power*	**6.0%**	**16.4%**
TOTAL	**100.0%**	**100.0%**

* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.

** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers

*** These values do not reflect renewable generation determined to be in excess of the RPS target in the first compliance period (2011-2013) that requires 20% of retail sales be procured from renewable sources, and will be applied to future compliance periods.

For specific information about this electricity product, contact Silicon Valley Power. For general information about the Power Content Label, contact the California Energy Commission at 1-800-555-7794 or http://www.energy.ca.gov/sb1305/index.html

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-10

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of a Call Agreement with Paragon Partners Ltd, Call No. 14-4 for Professional Services for FY 14-15 Support of the SVP Fiber Enterprise, Call No. 14-5 for Professional Services for Fiber Engineering Services, Call No.14-6 for Professional Services to Support the SVP Fiber Optic Expansion Project and Call No.14-7 for Professional Services Fiber Engineering Support Expansion Project to Support the Silicon Valley Power Fiber Optic Enterprise

EXECUTIVE SUMMARY:

In July 2000, the City of Santa Clara's Electric Department, Silicon Valley Power (SVP), completed the SVP Fiber Backbone installation and signed its first fiber lease customer. Today, SVP's Fiber Enterprise Program provides fiber leasing services to 24 business and telecom customers, and supports the Santa Clara Unified School District. Over the past three years, Paragon Partners has provided SVP with fiber optic engineering design, construction, locator services, aerial pole inspections, 24/7 repair and restoration availability. These services are critical to maintaining fiber lease business continuity as well as reliable fiber optic services. Given the increased activity in fiber lease demand and pole attachment agreements, staff is proposing to enter into a new Call Agreement with Paragon Partners to provide oversight and support services with the fiber network.

In order to meet ongoing fiber optic business services and to continue to upgrade and expand new fiber installations related to new business development and fiber infrastructure maintenance in Santa Clara, staff recommends entering into the following calls with Paragon Partners, Ltd.

SVP Fiber Enterprise Program		**Amount**
Call No. 14-4	Fiber Customer Support Services	424,137.60
Call No. 14-5	Fiber Customer Engineering Services	441,165.60
	Acct. 091-1317-87870-[I]9552-[F]39700 Total:	**$865,303.20**
SVP Fiber Expansion Project		
Call No. 14-6	Fiber Expansion Support Services	141,379.20
Call No. 14-7	Fiber Expansion Engineering Services	234,717.60
	Acct. 591-1317-80500-2405-[F]39700 Total:	**$376,096.80**

ADVANTAGES & DISADVANTAGES OF ISSUE:

Entering into the Call Agreement and Calls for Professional Services with Paragon Partners Ltd. will allow the City to continue with the successful operation and development of the SVP Fiber Enterprise to support the communications infrastructure needs of 24 fiber lease customers and the City of Santa Clara.

ECONOMIC/FISCAL IMPACT:

The total cost of the proposed services for the four calls will not exceed $1,241,400.00. Sufficient funds are available in the Electric Department Operating Budget, Contractual Services Not Classified, account 091-1317-87870-[F]39700, ($865,303.20); and the SVP Fiber Optic Expansion Project, account 591-1317-80500-2405-[F]39700 ($376,096.80).

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, a Call Agreement with Paragon Partners Ltd.; Call No. 14-4 for Professional Services for FY 14-15 Fiber Optic Support of the SVP Fiber Enterprise; Call No. 14-5 for Professional Services for Fiber Engineering Services; Call No.14-6 for Professional Services to Support the SVP Fiber Optic Expansion Project; and Call No.14-7 for Professional Services for Engineering to Support the Fiber Optic Expansion Project, in an amount not to exceed $1,241,400.00, to support the Silicon Valley Power Fiber Optic Enterprise.

John C. Roukema
Director of Electric Utility

Certified as to Availability of Funds:

091-1317-87870	$865,303.20
591-1317-80500-2405	$376,096.80

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Call Agreement with Paragon Partners Ltd.***
2) ***Call No. 14-4 for Professional Services with Paragon Partners Ltd.***
3) ***Call No. 14-5 for Professional Services with Paragon Partners Ltd.***
4) ***Call No. 14-6 for Professional Services with Paragon Partners Ltd.***
5) ***Call No. 14-7 for Professional Services with Paragon Partners Ltd.***

Ebix Insurance No. S200001930

CALL NO. 14-4
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY PARAGON PARTNERS LTD.

The Parties to this Call No. 14-4 ("Call") agree that on this _____ day of _____2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Paragon Partners Ltd.," of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Paragon Partners Ltd. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "FY 14-15 Fiber Optic Support SVP Fiber Enterprise" dated April 17, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on July 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed four hundred twenty four thousand one hundred thirty seven dollars and sixty cents ($424,137.60), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

PARAGON PARTNERS LTD.
a California corporation

By: _____
NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234
"CONTRACTOR"

Paragon Partners Ltd.

Proposal from Paragon Partners Ltd.
Scope of Work and Fee Schedules
FY 14-15 FIBER OPTIC SUPPORT
SVP FIBER ENTERPRISE
Silicon Valley Power / City of Santa Clara

Scope of work:
At the direction of the Electric Department, Paragon Partners Ltd. will provide the necessary operations, facilities, locating, surveillance, inspections, field management and fiber optic cable support services required in support of the SVP Fiber Optic Expansion Project. Contractor performs verification and inspection of projects related to overhead (i.e. CPUC GO 95 clearance requirements for overhead line design and maintenance for safe construction, maintenance and use of overhead lines) and underground (i.e. trenching, directional boring, drilling, backfilling placing manholes) fiber infrastructure that supports Santa Clara's citywide fiber infrastructure, which includes 50 miles of underground fiber cable and 10,000 utility and 8,400 street light poles. Contractor locates and marks existing underground city fiber optic cable routes and identifies any conditions on the route, natural or man-made, that could jeopardize the buried cable, using as-built maps, blueprints, and radio frequency electronic equipment. Contractor is responsible for assuring that underground fiber substructure is constructed, installed and secured according to the City of Santa Clara permitting and inspection processes, Electric Utility standards and procedures, and state and county requirements. Provides quality control guidelines for each portion of the project. Contractor is also responsible for tracking new fiber extensions, using electronic equipment to transmit location to SVP Engineering for GIS mapping inputs. Based on the scope of work reflected in the Customer Work Order Request Form, Contractor establishes and completes a system of recording progress throughout project to maintain reliable operations and connectivity of the SVP Fiber Enterprise dark fiber network.

Budget and Term:
Project budget not-to-exceed $424,137.60. The term is from the Effective Date through July 30, 2015.

Hourly Fee Schedule

Classification	Assigned Staff	Hourly Rate
Inspector - Outside Plant Conduit Verification and Extensions	As Assigned	$109.73
Inspector - Outside Plant Conduit Verification and Extensions	As Assigned	$109.73
OSP Location Services	As Assigned	$75.08

Miscellaneous Expense Schedule

Item Description	Unit	Unit Price
11 x.17 Print Reproduction	Per Sheet	.12
8.5 x 11 Print Reproduction	Per Sheet	.10
Mobilization/Demobilization to the	LS	Cost
Overnight Mail	LS	Cost
Source Materials	LS	Cost
Photogrametry	LS	Cost
GIS Files	LS	Cost
Consumables	LS	Cost
Travel Expenses	LS	Cost
Vehicle (Fuel, Lease, Insurance)	Monthly	Cost
Professional Engineering Review	Per Sheet	$100.00

CALL NO. 14-5
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY PARAGON PARTNERS LTD.

The Parties to this Call No. 14-5 ("Call") agree that on this _____ day of _____2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Paragon Partners Ltd.," of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Paragon Partners Ltd. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "FY 14-15 Fiber Optic Engineering Support SVP Fiber Enterprise" dated April 17, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on July 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed four hundred forty one thousand one hundred sixty five thousand sixty cents ($441,165.60), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

PARAGON PARTNERS LTD.
a California corporation

By: NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234

"CONTRACTOR"

Paragon Partners Ltd.

Proposal from Paragon Partners Ltd.
Scope of Work and Fee Schedules
FY 14-15 FIBER OPTIC ENGINEERING SUPPORT
SVP FIBER ENTERPRISE
Silicon Valley Power / City of Santa Clara

Scope of work:
At the direction of the Electric Department, Paragon Partners Ltd. will provide the general engineering, design, splicing and testing, and system maintenance services for continued operations of the Silicon Valley Power Enterprise Program. Specifically, Contractor responds to customer requests for fiber attachment points, rings, laterals, services drops, and/or extensions, and provides quotes and prepares final Customer Work Orders and Contractor Work Orders. All Work orders require cost estimates resulting from the design, planning, construction, testing, operation, and maintenance service for outside fiber plant (underground and overhead) to support the communication infrastructure of the Electric Utility Department, City of Santa Clara, and SVP Fiber Lease Customers. Contractor will conduct and manage field surveys, engineering and design, permits, splicing, and final as-builds related to the installation of fiber aerial and substructure conduits, boxes, and manholes in support of SVP fiber customer service and fiber network operations and maintenance. Contractor prepares both an electronic and hard copy of detailed design package for construction specified by Fiber Work Order Requests. The Work Order Request packages will be developed after a signed Work Order from Silicon Valley Power is returned with the approved scope of work and budget. Each Work Order shall contain the necessary contract scope, when requested for continued development and expansion of the SVP Fiber Enterprise. Upon completion, Contractor will provide the City with Optical Time Domain Reflectometer (OTDR) tests from end-to-end in compliance with SVP Fiber performance standards. Final project as-builds and locations will be mapped into the SVP GIS mapping system. Contractor is responsible for verifying final added fiber miles, project as-builts, and approving final Work Order invoices associated with the job.

Budget and Term:
The term of this call will be from the Effective Date of this Agreement through July 30, 2015, for a not-to-exceed amount of $441,165.60. Paragon will invoice the City monthly for actual work performed and actual expenses incurred according to the Fee Schedule below.

Hourly Fee Schedule

Classification	Assigned Staff	Hourly Rate
Senior OSP Engineer	As Assigned	$132.83
OSP Engineer	As Assigned	$99.75
FOC Splicer	As Assigned	$92.40
CADD Operator	As Assigned	$51.98

Miscellaneous Expense Schedule

Item Description	Unit	Unit Price
11 x.17 Print Reproduction	Per Sheet	.12

8.5 x 11 Print Reproduction	Per Sheet	.10
Mobilization/Demobilization to the	LS	Cost
Overnight Mail	LS	Cost
Source Materials	LS	Cost
Photogrametry	LS	Cost
GIS Files	LS	Cost
Consumables	LS	Cost
Travel Expenses	LS	Cost
Vehicle (Fuel, Lease, Insurance)	Monthly	Cost
Professional Engineering Review	Per Sheet	$100.00

CALL NO. 14-6
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY PARAGON PARTNERS LTD.

The Parties to this Call No. 14-6 ("Call") agree that on this _____ day of _____2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Paragon Partners Ltd.," of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Paragon Partners Ltd. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Fiber Optic Support SVP Fiber Optic Expansion Project" dated April 17, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on July 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed one hundred forty one thousand three hundred seventy nine dollars and twenty cents ($141,379.20), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

PARAGON PARTNERS LTD.
a California corporation

By: NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234

"CONTRACTOR"

Paragon Partners Ltd.

Proposal from Paragon Partners Ltd.
Scope of Work and Fee Schedules
FIBER OPTIC SUPPORT
SVP FIBER OPTIC EXPANSION PROJECT
Silicon Valley Power / City of Santa Clara

Scope of work:
At the direction of the Electric Department, Paragon Partners Ltd. will provide the necessary operations, facilities, locating, inspections, surveillance, field management and fiber optic cable support services required in support of the SVP Fiber Optic Expansion Project. As of April 30, 2014, the SVP Fiber staff has substantially completed the engineering and permitting for the Central Fiber Ring upgrades required for existing and new expanded routes. Construction of these routes will expand SVP's Fiber Network up to 43 fiber miles. This proposal provides for professional support services required to locate, verify conduit, repair existing conduit, install new fiber cable, inspect, and assure quality control for the newly upgraded and expanded dark fiber routes for key routes to be designed, engineered, and installed in FY 14-15.

Deliverables:
- Four Key Fiber Builds designated as follows:
  - Central Ring Expansion
  - Northwest Expansion
  - Homestead to Kaiser to Cupertino Expansion
  - San Jose Conduit via Reclaimed Waterline Project
- Fiber builds require coordination and oversight of verification, installation and testing of fiber cable
- General fiber optic support services as requested by Silicon Valley Power staff
- Fiber optic system records maintenance, mapping, and GIS database maintenance

Budget and Term:
Project budget not-to-exceed $141,379.20. The term is from the Effective Date through July 30, 2015.

Hourly Fee Schedule

Classification	Assigned Staff	Hourly Rate
Inspector - Outside Plant Conduit Verification and Extensions	As Assigned	$109.73
Inspector - Outside Plant Conduit Verification and Extensions	As Assigned	$109.73
OSP Location Services	As Assigned	$75.08

Miscellaneous Expense Schedule

Item Description	Unit	Unit Price
11 x.17 Print Reproduction	Per Sheet	.12
8.5 x 11 Print Reproduction	Per Sheet	.10
Mobilization/Demobilization to the	LS	Cost
Overnight Mail	LS	Cost
Source Materials	LS	Cost
Photogrametry	LS	Cost
GIS Files	LS	Cost
Consumables	LS	Cost
Travel Expenses	LS	Cost
Vehicle (Fuel, Lease, Insurance)	Monthly	Cost
Professional Engineering Review	Per Sheet	$100.00

CALL NO. 14-7
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY PARAGON PARTNERS LTD.

The Parties to this Call No. 14-7 ("Call") agree that on this _____ day of _____2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Paragon Partners Ltd.," of the same date, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Paragon Partners Ltd. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Fiber Optic Engineering Support SVP Fiber Optic Expansion Project" dated April 17, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on July 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed two hundred thirty four thousand seven hundred seventeen dollars and sixty cents ($234,717.60), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

PARAGON PARTNERS LTD.
a California corporation

By: _____
NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave, Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234

"CONTRACTOR"

Paragon Partners Ltd.

Proposal from Paragon Partners Ltd.
Scope of Work and Fee Schedules
FIBER OPTIC ENGINEERING SUPPORT
SVP FIBER OPTIC EXPANSION PROJECT
Silicon Valley Power / City of Santa Clara

Scope of work:
At the direction of the Electric Department, Paragon Partners Ltd. will provide the necessary operations, facilities, locating, construction inspections, and fiber optic cable support services required in support of the SVP Fiber Optic Expansion Project. In FY 13-14, Fiber Optic Engineering staff substantially completed the engineering and permitting for the Central and Northern Fiber Ring upgrades. This proposal provides for professional engineering and support services required to complete the Central Ring Expansion and three additional builds. The new builds will require field surveys, design, engineering, permits, and coordination with fiber construction inspectors as well as splicing, terminating, testing, recording locations and mapping into the GIS database. The newly upgraded and expanded dark fiber routes will be designed, engineered, and installed in FY 14-15.

Deliverables:
- Four Key Fiber Builds as follows:
  - Central Ring Expansion
  - Northwest Expansion
  - Homestead to Kaiser to Cupertino Expansion
  - San Jose Conduit via Reclaimed Waterline Project
- Fiber builds require field surveys, design, engineering, drawings, coordination of conduit verification, fiber installation and final testing of fiber cable
- General fiber optic engineering support services as requested by Silicon Valley Power staff
- Fiber optic system records maintenance, mapping, and GIS database maintenance

Budget and Term:
Project budget not-to-exceed $234,717.60. The term is from the Effective Date through July 30, 2015.

Hourly Fee Schedule

Classification	Assigned Staff	Hourly Rate
Senior OSP Engineer	As Assigned	$132.83
OSP Engineer	As Assigned	$99.75
FOC Splicer	As Assigned	$92.40
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Miscellaneous Expense Schedule

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Overnight Mail	LS	Cost
Source Materials	LS	Cost
Photogrametry	LS	Cost
GIS Files	LS	Cost
Consumables	LS	Cost
Travel Expenses	LS	Cost
Vehicle (Fuel, Lease, Insurance)	Monthly	Cost
Professional Engineering Review	Per Sheet	$100.00

CALL AGREEMENT BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND PARAGON PARTNERS LTD. for Consulting Services

PREAMBLE

This call agreement ("Agreement") is made and entered into in the City of Santa Clara, California, on this ____ day of _____2014 ("Effective Date"), by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and Paragon Partners Ltd., a California corporation, with its principal place of business located at 5762 Bolsa Ave., Suite 201, Huntington Beach, CA 92649 ("Contractor"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

Whereas:

A. Contractor agrees to provide certain professional services to City on an on-call basis;

B. Contractor has the ability and desire to provide the quality and type of professional services which meet the objectives and requirements of City as set forth in this Agreement; and,

C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided to and paid for by the City.

In consideration for the mutual promises contained in this Agreement, the Parties agree as follows:

AGREEMENT PROVISIONS

1. SCOPE OF SERVICES

1.1 To the extent possible, the professional services to be provided under this Agreement shall be performed in the City of Santa Clara and the services shall be described in detail by the Contractor and submitted in a written proposal to the City ("Services"). The Contractor's final proposal will be included as an exhibit entitled, "Scope of Services" attached to a subsequent agreement between the Parties referred to in this Agreement as a "Call" or a "Call for Services." Each Call will incorporate the terms of this Agreement by reference and must be signed by both Parties. Contractor agrees to provide professional services to the City as specified in each respective Call, to the extent funds have been authorized by the City.

1.2 No Services shall be performed or paid for under this Agreement except as specifically set forth and required in a written Call. No compensation may be sought under this Agreement for work performed prior to the issuance of a Call or for work to be performed or paid for under another contract. No compensation shall be paid in excess of the maximum dollar amount indicated in each respective Call for Services.

1.3 The Parties acknowledge that on the Effective Date of this Agreement, they are unaware of the details of all of the services which may be needed by City or provided by Contractor during the term of this Agreement. The Parties intend to specify the details and value of such Services in a subsequent Call, if any. This Agreement does not require that any Call(s) be signed. The Parties intend to provide the details of the contractual relationship between the Parties in this Agreement, so that by incorporating the terms of this Agreement in the Call(s), the Call may be brief and address the specific Services to be provided, the details of the time when the Services are to be provided and the schedule and amount the Contractor is to be paid for such Services.

2. PAYMENT

2.1 **Not to Exceed Maximum Amount.** The total amount billed to, and paid by, City for Services provided and authorized expenses incurred under a Call shall not exceed the maximum dollar amount specified in the Call. Contractor shall complete all Services contained within the scope of a Call regardless of whether the not to exceed amount has been reached, at no extra charge to the City. However, Contractor shall not perform any Services outside the scope of the Call without prior written authorization when the amount billed for under a Call exceeds the maximum dollar authorized amounts in the Call.

2.2 **Monthly Invoices.** Unless provided otherwise in a particular Call, payment to Contractor shall be in accordance with the procedures in this paragraph 2.2 and in paragraph 2.3. On a monthly basis, Contractor shall prepare an invoice which includes an itemization of all time spent based on the percent of Services complete, as well as any Authorized Expenses incurred (i.e., Out-of-Pocket Costs, Sub-contracted Services and/or Extraordinary Expenses).

2.2.1 If a particular Call directs that an invoice be presented in a format of a time sheet rather than as a percentage of Services completed, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours), the name of the employee performing the task and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Services shall then be determined by adding the value for the Services rendered by each employee for that particular month.

2.2.2 All monthly invoices shall also include a written itemization of the Authorized Expenses incurred, if any, with a detail listing the cost and source of such expenses and when they were incurred.

2.2.3 Contractor shall maintain documentation of such time and costs for City inspection for a period of three (3) years from the date of termination of this Agreement.

2.2.4 Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Services performed and authorized costs incurred under the Call during that billing period.

2.3 **Authorized Expenses.** The amount billed for Services shall be determined as set forth in paragraph 2.2 above plus the following amounts, if allowed under the Call:

2.3.1 **"Out-of-Pocket Costs".** Contractor's Out-of-Pocket Costs are those expenditures made by Contractor, other than employees' salaries and payment for Services of retained specialists, which are directly chargeable to the Services performed and which would not otherwise have been incurred by Contractor. Unless otherwise provided, the Out-of-Pocket Costs must be approved in writing in advance by City and may be billed to the City and reimbursed to the Contractor only as specifically authorized and set forth in each respective Call. Authorized Out-of-Pocket Costs shall be billed without additional markup or administrative charge;

2.3.2 **Per Diem.** A Call will state whether or not it includes an estimate for anticipated travel expenses. If the Call does not include an estimate for anticipated travel, then the provisions of this paragraph shall apply. A Party's travel expenses include airfare, rental car, or mileage, lodging and meals. The Party who is receiving the services pursuant to a particular Call, is the Reimbursing Party. Prior to incurring any charge for travel, the Party planning to travel ("Traveling Party") shall (1) confirm that the Reimbursing Party is available for meetings on the proposed dates and (2) provide (either verbally or by facsimile) a price quote to the Reimbursing Party for the anticipated airfare prior to the charge being incurred, the Reimbursing Party shall either verbally or by facsimile confirm that the airfare may be incurred; in the event that the Reimbursing Party verbally confirms that the airfare may be incurred, the Traveling Party *shall* confirm in writing (prior to incurring the charge) that the Reimbursing Party has agreed to the charge. All travel expenses shall be reimbursed at cost, with no mark-up. Hotel rooms shall not exceed a cost of $125 per night unless otherwise agreed by Reimbursing Party. Airfare and car rentals shall be reimbursed at economy class, unless economy class is unavailable through no fault of the booking party. Mileage, if applicable, shall be reimbursed in accordance with the current IRS guidelines for mileage reimbursement. Reasonable attempts shall be made to

make plane reservations in advance in order to take advantage of lower fares. In the event that travel plans must be canceled or re-scheduled due to the fault of the Reimbursing Party, then the Reimbursing Party shall pay for any costs associated therewith; if the travel is canceled or re-scheduled due to the fault of the Traveling Party, then the Traveling Party shall bear the expense. Invoices for travel expenses shall be supported by receipts, and shall be reimbursed in accordance with paragraph 2.2.1. Meals, if reimbursed, shall not exceed fifty dollars ($50) per day.

2.3.3 **Any authorized "Sub-contracted Services" incurred by Contractor.** Authorized Sub-contracted Services are services provided by a retained specialist or sub-contractor and may be billed to City only if specifically described and authorized in a Call. (Retained specialists and sub-contractors shall include individuals or organizations offering qualified special services to City who are particularly skilled in one or more fields and who may be occasionally employed by the Contractor to fill the need for special or unusual services. Unless otherwise provided, the cost of furnishing such special services must be approved in writing in advance by City and the costs billed to City and reimbursed to the Contractor shall be only the actual charges of the retained specialist or sub-contractor, without additional markup or administrative charge); and\or,

2.3.4 **Any other authorized "Extraordinary Expenses" incurred, if any, as set forth in the Call.** Authorized Extraordinary Expenses shall be billed without additional markup or administrative charge.

2.4 **Retainer or Flat Fee for Services.** The Parties to this Agreement may, from time to time, determine that payment for a certain Scope of Services set forth in a Call pursuant to this Agreement should be made to Contractor on a retainer or flat fee for Services basis ("Stipulated Fee"). If the Parties so agree, then the provisions of this paragraph and the provisions of paragraph 2.2.1 shall apply, unless the Call provides otherwise. The Call shall set forth the maximum monthly or annual fee agreed to by the Parties as it relates to any Agency Fee or to any Out-of-Pocket Costs, and Contractor shall not exceed the amount(s) agreed to without written approval of City. The maximum Agency Fee agreed upon by the Parties is deemed to fully compensate Contractor for all work necessary for Contractor to complete the Scope of Work set forth in a Call.

3. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives, or agents shall have the right during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, to audit Contractor's books and records for the purpose of verifying any and all charges made by Contractor in connection with Contractor's compensation under Calls made pursuant to this Agreement, including termination of Contractor's Services. 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 expense not so recorded shall be disallowed to Contractor.

4. PROSECUTION OF WORK

Contractor shall perform the Services required under this Agreement and the Call(s) made pursuant to it in an efficient and expeditious manner. Contractor shall commence work on the Effective Date specified in the applicable Call. Contractor is responsible for any delays caused by Contractor, its agents or subcontractors, or caused by factors directly or indirectly under its control. No extension of time for performance shall be given for such delays.

5. QUALIFICATIONS OF CONTRACTOR; STANDARD OF WORKMANSHIP

Contractor represents that it has sufficient qualified personnel to furnish the Services described under this Agreement and that the Services will be furnished in accordance with generally accepted professional standards and practices in the industry.

The work furnished to the City pursuant to any of the Calls under this Agreement shall be of a quality acceptable to the City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct. The minimum standard of appearance, organization and content of the documents shall be that used by the City for similar projects.

6. SUSPENSION OR TERMINATION

City may suspend or terminate this Agreement or any or all work covered under any Call under this Agreement at any time upon thirty (30) days' prior written notice. Contractor may terminate this Agreement as set forth in paragraph 6.4. Said termination or suspension shall be effective as of the thirtieth day after the date of the notice ("Effective Date of Termination"). This Agreement, and any portion of the Scope of Services described in any Call including but not limited to any specific task, project, study, advertisement or campaign, may be terminated by the City upon written notice delivered personally or by registered mail or equivalent mail or delivery service which provides for an office signature of receipt. With regard to termination of any portion of the Scope or any specific task, termination will be effective immediately, unless economic or practical considerations result in the Parties mutually agreeing to a specific termination date.

6.1 If such termination is due to the fault of Contractor, and if City agrees to make payment for all work and Services satisfactorily rendered up to the Effective Date of Termination, payment will be made within thirty (30) days of receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City may deduct from such payment the amount of actual damage, if any, sustained by City by virtue of the failure to perform the Services or for breach of this Agreement by Contractor.

6.2 If such termination is not due to the fault of Contractor, then City agrees to make payment for all work and Services rendered up to the Effective Date of Termination within thirty (30) days from receipt of a statement for work and Services performed. Contractor shall immediately take proper steps to effect City's instructions, canceling any commitments previously authorized by City, if City so requires. City shall reimburse Contractor for any costs, expenses or service charges incurred by Contractor as a result of canceling previously authorized outsourced services.

6.3 Upon termination of this Agreement, Contractor shall transfer, assign and make available to City or City's representative, all property and materials in Contractor's possession belonging to and paid for by City.

6.4 Contractor may suspend or terminate this Agreement upon completion of work on all outstanding Call(s). Contractor may terminate work under a particular Call if the City is in default of the terms of this Agreement or any Call.

7. AVAILABILITY OF FUNDS

City represents that adequate funds will be available to make payments for Services received as required by each Call.

8. CONTRACTOR IS AN INDEPENDENT CONTRACTOR

In performing work under this Agreement, Contractor is not an agent or employee of City, but is an independent contractor for professional Services with full rights to manage its employees subject to the requirements of the law. All persons employed by Contractor in connection with this Agreement will be employees of Contractor and not employees of City in any respect.

9. AMENDMENTS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties.

10. HOLD HARMLESS/INDEMNIFICATION

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissioners, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost and/or expense or damage ("Claim"), including all costs and reasonable attorney's fees in providing a defense to any such Claim which arises from Contractor's acts, errors or omissions with respect to, or in any way connected with, the prosecution of the work performed by Contractor pursuant to this Agreement.

11. 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 be three (3) years, beginning on the Effective Date and terminating three years later. However, this Agreement shall be deemed extended for such time as is necessary for Contractor to complete work on any Call which is issued prior to the termination date of this Agreement, but is still in progress on the termination date of this Agreement. Any incomplete Call(s) which have been issued pursuant to the terms of a previous agreement between the Parties is/are hereby reaffirmed and each such Call shall remain in full force and effect under this Agreement, subject to the terms of such Call.

12. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any period following the termination date as set forth in this Agreement, Contractor shall purchase and maintain in full force and effect the following insurance policies:

12.1 commercial general liability (including bodily injury and property damage);

12.2 business automobile liability insurance;

12.3 worker's compensation employer's liability; and

12.4 if applicable, professional liability insurance.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts and with the required endorsements, certificates of insurance and coverage verifications as defined in Exhibit C, attached and incorporated by this reference. Contractor shall make its best effort to secure, and thereafter maintain in effect, such insurance policies. In the event that any required insurance policy expires or is terminated for any reason, Contractor agrees to replace the policy prior to any lapse in coverage. In the event any policy required under this Agreement is allowed to lapse, City may, in its sole discretion, elect to purchase the required insurance policy and the cost of such policy shall be charged to Contractor or withheld from the payments due to Contractor from City under this Agreement.

CONTRACTOR AGREES THAT, PRIOR TO EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL PROVIDE ITS INSURANCE BROKER WITH A COPY OF THIS PAGE OF THE AGREEMENT AS WELL AS WITH A COMPLETE COPY OF EXHIBIT C, AND WILL OBTAIN ASSURANCE FROM ITS CARRIER THAT ITS INSURANCE CARRIER WILL PROVIDE: (1) THE EXACT COVERAGES IN THE REQUIRED DOLLAR AMOUNTS STATED THEREIN, (2) AN ENDORSEMENT NAMING THE CITY OF SANTA CLARA, ITS COUNCIL, EMPLOYEES AND OFFICERS AS ADDITIONAL INSUREDS ON THE CGL AND BAL, AND (3) AN ACCORD EXPLICITLY STATING THAT "THE CITY OF SANTA CLARA, ITS

COUNCIL, EMPLOYEES, AND OFFICERS ARE HEREBY ADDED AS ADDITIONAL INSUREDS IN RESPECT TO ALL LIABILITIES ARISING OUT OF CONTRACTOR'S PERFORMANCE OF WORK UNDER THIS AGREEMENT" AS REQUIRED BY PARAGRAPH 2 OF EXHIBIT C.

13. OWNERSHIP OF DATA AND INFORMATION

City shall own any written reports or other items deemed deliverables by the respective Call, as well as any documents, data or other information supplied by City to Contractor during the course of this Agreement. Contractor shall deliver said data and information to City whenever requested to do so, but in any event within thirty (30) calendar days of the completion of the task. All material, including information developed on computer(s), which shall include, but not be limited to, data, artwork, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, advertisements, pamphlets, mailers and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City whether or not used, so long as that material has been paid for by the City. City shall not be limited in any way or at any time in its use of said material. City acknowledges that it shall not own any of Contractor's proprietary, confidential or trade secret information, such as formulas, patterns, compilations, programs, devices, methods, techniques or processes through which Contractor derives independent economic value because the foregoing item[s] is not generally known to the public and is the subject of reasonable efforts to maintain its secrecy.

14. CONFIDENTIALITY OF DATA AND MATERIAL

14.1 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. Such data information or reports may be viewed by or distributed to third parties only after prior written approval of City. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

14.2 Contractor shall take reasonable efforts to safeguard any and all City property entrusted to Contractor's custody or control; however, Contractor shall not be liable to City for any loss, damage, or destruction of any such property unless Contractor's actions constitute negligence or reckless disregard of City's property.

14.3 A Party disclosing information to the other which it considers to be Confidential Information, shall clearly label that information "Confidential" before disclosing it to the other Party. Confidential Information means information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, rates, loads, energy requirements, certain sales market information, research, developmental, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business and process information or data, know-how, and computer programming or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, recordings, electronic or oral data, computer programs, logic diagrams, component specifications, drawings or other media. Only that information disclosed by a Party and clearly designated in writing as Confidential Information prior to its disclosure shall be deemed to be Confidential Information. Verbal information that is intended to be treated as Confidential Information shall be described in writing and identified as Confidential Information.

14.4 Contractor acknowledges that City is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. City acknowledges that Contractor may submit information to City that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that City may submit to Contractor information that City considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon as practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

14.5 The Receiving Party may cooperate with the Disclosing Party in any efforts to prevent release of the Confidential Information; however, the Receiving Party shall not be required to expend any monies in excess of the cost of notifying the Disclosing Party by telephone, facsimile and/or mail of the pendency of a demand for the Confidential Information. So long as the Receiving Party complies with the

provisions of notification set forth in this Agreement, the Receiving Party shall not be liable for, and Customer and City hereby release each other from, any liability for any damages arising from any requirement under the law that the Receiving Party release Confidential Information to a Requestor, and such release includes the officers, commissioners, employees, agents, council members, and directors, as those terms may apply to each Party hereto, without limitation.

14.6 The Receiving Party may, at its sole expense, institute, or intervene in any proceeding, in order to protect the Confidential Information from disclosure, and if the Disclosing Party requests and agrees in writing to indemnify the Receiving Party from any expense or liability for expenses, the Receiving Party may cooperate actively in any such action or proceeding; provided, however, that the Receiving Party shall have no duty to the Disclosing Party to actively cooperate, notwithstanding an offer by the Receiving Party to provide a complete indemnity.

15. CORRECTION OF WORK

The performance of Services by Contractor shall not relieve Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to City.

16. NOTICES

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

City of Santa Clara
1500 Warburton Avenue
Santa Clara, California 95050,
or by facsimile at (408) 261-2717

and to Contractor addressed as follows:

Neilia LaValle
Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
or by facsimile at (714) 373-1234

17. CHANGES

City may, from time to time, request changes in the "Scope of Services" to be performed pursuant to a Call issued under this Agreement. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between City and Contractor, shall be incorporated in written amendments to the Call, or included in a subsequent Call.

18. CONTRACT FOR ADMINISTRATIVE SERVICES

To the extent that this Agreement is a contract authorizing Calls to be made for Administrative Services, the City Council entered into such Agreement upon the recommendation of the City Manager pursuant to Section 1108 of City's Charter. The policy decision with respect to the Services to be provided under this Agreement was made exclusively by the City Council.

19. SUB-CONTRACTING AND ASSIGNMENT

Except as specifically provided in this Agreement, the City intends that the work described in each Call must be performed by the Contractor and not by a subcontractor or agent of the Contractor. Contractor shall not assign any interest in this Agreement, or any Call issued pursuant to this Agreement, and shall not transfer any interest in same (whether by assignment or novation) without prior written approval of City. Inclusion of a subcontractor in a proposal attached to a Call, once signed by the City, constitutes written approval.

However, claims for money due to or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to City. In case of the death of one or more members of Contractor's firm, the surviving member or members shall complete the Services covered by this Agreement or any incomplete Call. Any such assignment shall not relieve Contractor from any of its obligations or liability under the terms of this Agreement.

20. OTHER AGREEMENTS

This Agreement shall not prevent either Party from entering into similar agreements with others.

21. TOTALITY OF AGREEMENT

This Agreement embodies the entire Agreement between City and Contractor and all the terms and conditions agreed upon by the Parties to this Agreement. No other understanding, agreements, conversations, oral or otherwise, with any officer, agent, or employee of the City prior to the execution of this Agreement, regarding the subject matter of this Agreement shall affect or modify any of the forms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding on either Party to this Agreement.

22. SERVICE WARRANTY

Contractor warrants that Services provided hereunder shall conform with the generally accepted professional practices and standards appropriate to the nature of the Services rendered, that the personnel furnishing said Services shall be qualified to perform the Services assigned to them and that the recommendations, guidance and performance of such

personnel shall meet the standard of care normally practiced by engineers or contractors performing the same or similar Services. Contractor shall be required to correct, at no expense to City, all deficiencies in the performance of the contract service that results from Contractor's failure to observe and adhere to the above warranty and which are detected within one (1) year from the date of completion of the Services. Work performed under this warranty shall also be warranted for a one (1) year period from the date of completion of such work. Contractor shall be required to reimburse City for all misexpenditure of funds resulting from Contractor's deficient performance of its Services.

23. DISPUTE RESOLUTION

Any documented dispute between the Parties which arises during the performance of this Agreement and which the Parties cannot then resolve, shall be subject to the following administrative remedy prior to any litigation occurring between the Parties.

23.1 **Internal Resolution.** Both Parties shall attempt to resolve any controversy claim, problem or dispute arising out of, or related to, this Agreement through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not resolved, by the project managers of each Party, either Party may upon written notice to the other request that the matter be referred to senior management officials within each respective organization with express authority to resolve the problem or issue. Such representatives shall meet or confer at least once in good faith, to negotiate a mutually acceptable resolution within ten (10) business days of such written notice. If the parties cannot reach a mutually agreeable resolution, then the dispute or issue shall be submitted to mediation within thirty (30) calendar days of the written request of one Party after the service of that request on the other Party.

23.2 **Notice.** A Party with claims arising under this Agreement shall, within thirty (30) days of knowledge of said claim, begin the process of exhausting all administrative remedies, as well as any other administrative remedies required by law. If the final decision or outcome of any administrative proceeding is unacceptable to a Party, then within thirty (30) days of the date of that final decision, the dissatisfied Party shall give written notice (certified mail-return receipt requested) to the other Party of the issues it deems outstanding that must be submitted to mediation (Request for Mediation).

23.3 **Mediation.** Any controversies between City and Contractor regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, except those for which the appropriate remedy should be injunctive relief shall be mediated within sixty (60) days of the date on the written Request for Mediation, or the soonest date thereafter that the mediator is available.

23.4 **Mediator.** Within twenty (20) days or less of the written Request for Mediation, the Parties shall agree on one mediator. If they cannot agree on one mediator within such twenty-day period each Party shall list the names of three (3) potential mediators affiliated with the Judicial Arbitration and Mediation Service ("JAMS") and shall

supply them to the Party demanding the mediation. The Party demanding the mediation shall merge the names of all the potential mediators into a single list, not indicating which Party submitted the name. On that same date as all names are received by the demanding Party, the Parties shall jointly sign a letter directed to the San Jose office of JAMS, requesting that JAMS appoint a mediator from the enclosed list. If a Party refuses or fails to submit three (3) names within the three day period to the Party preparing the letter, then the letter shall be sent on the fifth day without input from the Party failing to submit names. 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.

23.5 **Costs.** The costs of mediation shall be borne by the Parties equally.

23.6 **Discovery.** If, during any dispute between the Parties, a demand is made by Contractor for documents under the Public Records Act, the City shall have reciprocal rights to demand documents from Contractor.

23.7 **Condition Precedent to Filing Suit.** Except as provided in Article 23.3, mediation under this section is a condition precedent to a Party filing an action in any court, unless that Party has made demand for mediation and the other Party has failed or refused to engage in mediation. In the event of litigation arising out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

23.8 **Work Through Disputes.** If the City and the Contractor are unable to reach agreement on disputed work, the Contractor shall nevertheless proceed with the disputed work, and Payment therefore shall be as subsequently determined pursuant to this Article.

24. CAPTIONS

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

25. APPLICABLE LAW

Any dispute regarding this Agreement, including without limitation, its validity, interpretation, performance, enforcement and damages shall be determined in accordance with the laws of the State of California without regard to California's choice of law principles.

26. 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.

27. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall Contractor have the authority or power to pledge the credit of the City of Santa Clara, or to incur any obligation in the name of the City without City's prior written agreement or confirmation. 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 or its subcontractors under this Agreement. Contractor agrees to obtain City's approval of all expenditures in connection with any materials to be purchased, projects to be performed, advertising to be placed, work to be "outsourced" or other items or Services which will or might be charged to the City. Such approval, if verbal, shall be confirmed by the City in a written letter sent via facsimile and U.S. mail to Contractor in accordance with the terms of this Agreement.

28. USE OF CITY NAME OR LOGO

Contractor shall not use City of Santa Clara's or Silicon Valley Power's name, insignia, trademark, logo or distribute exploitative publicity pertaining to the Services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of City.

29. MONITORING AND EVALUATION OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accordance with applicable City, county, state and federal requirements. If, in the course of monitoring and evaluation, City believes it has discovered any practice, actions, procedure or policy of Contractor which deviates from the terms of this Agreement, City may notify Contractor in writing and Contractor agrees to respond in writing to City within seven (7) calendar days regarding such action, procedure or policy. However, if any action of Contractor constitutes a breach of this Agreement, City may notify contractor in writing that the Agreement has been terminated pursuant to the provisions set forth in this Agreement.

30. 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.

31. SEVERABILITY CLAUSE

In case any one or more of the provisions contained herein 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.

32. WAIVER

Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be construed as a subsequent waiver(s) of that condition or of any other condition of performance under this Agreement. No delay in exercising, partial exercise, or complete failure to exercise any right, power, or privilege under this Agreement shall operate as a waiver.

33. CONFLICT OF INTEREST

Contractor certifies that to the best of its knowledge, no City employee or officer of any public agency has any pecuniary interest in the business of Contractor and that no person associated with Contractor has any interest that would conflict in any manner or degree with the performance of this Agreement. Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree 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 constitute a violation of said provisions. Contractor will advise City if a conflict arises.

34. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular party, and that the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or in the resolution of disputes.

35. COMPLIANCE WITH ETHICAL STANDARDS

As a condition precedent to entering into this Agreement, Contractor shall:

35.1. Read Exhibit A, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA" incorporated by this reference; and,

35.2. Execute the affidavit included in Exhibit B, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS" incorporated by this reference.

The Parties acknowledge and accept the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. It is the intent of City and Contractor that this Agreement shall become operative on the Effective Date first set forth in the Preamble, above.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

PARAGON PARTNERS LTD.
a California corporation

By: NEILIA LAVALLE
Title: President/CEO
Address: 5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
Telephone: (714) 379-3376
Fax: (714) 373-1234

"CONTRACTOR"

CALL AGREEMENT BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND PARAGON PARTNERS LTD.

EXHIBIT A

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

Termination of Agreement for Certain Acts

A. City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] 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[3];

   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 sub-contract;

   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 sub-contractor; and/or,

   e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can

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

[2] 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.

[3] 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.

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. City may also terminate this Agreement in the event any one or more of the following occurs:

1. If City determines that Contractor no longer has the financial capability[4] or business experience[5] 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 purchase 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 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.

---

[4] 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.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

CALL AGREEMENT BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
PARAGON PARTNERS LTD.

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS
[CITY OF SANTA CLARA]

I, Neilia LaValle, being first duly sworn, depose and say that I am the President/CEO of Paragon Partners Ltd., and I hereby state that I have read and understand the language, entitled "*ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA*" (herein "Ethical Standards") set forth in Exhibit A. I have 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 inquiry of those individuals potentially included within the definition of "Contractor" contained in the Ethical Standards.

Based on my review of the appropriate documents and the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to a category identified in footnote #1 of Exhibit A [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 Exhibit A 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.

PARAGON PARTNERS LTD.

By: _____
NEILIA LAVALLE
President/CEO

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange }

On June 26, 2014 (Date) before me, Maureen Meyers Notary Public (Here Insert Name and Title of the Officer),

personally appeared Neilia LaFalle (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(~~ies~~), and that by his/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

MAUREEN MEYERS
Commission # 2055011
Notary Public - California
Orange County
My Comm. Expires Jan 12, 2018

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 Maureen Meyers (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Exhibit B - Affidavit of Compliance w/Ethical Standards

Document Date: June 26, 2014 Number of Pages: One (1)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALL AGREEMENT BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA AND PARAGON PARTNERS LTD.

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 purchase 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
   $1,000,000 general aggregate
   $1,000,000 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 minimum policy limits 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.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

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. 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.

c. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for 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, purchase 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. 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 Electric Department

P.O. 12010-S2	or	151 North Lyon Avenue
Hemet, CA 92546-8010		Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-11

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Electric Utility

Subject: Approval of Call No. 14-1 for Professional Services with Flynn Resource Consultants Inc., for California Independent System Operator, Congestion Revenue Rights, Pacific Gas & Electric and Litigation Support for the Electric Department Resources Division

EXECUTIVE SUMMARY:

In order to allow Silicon Valley Power (SVP) to continue to be a progressive, vertically-integrated and service-oriented utility offering reliable, competitively-priced energy services for the benefit of the City of Santa Clara and its customers, there are many challenges for SVP to overcome as the California Independent System Operator (CAISO) completes another year of operation under its Market Redesign and Technology Upgrade (MRTU) project.

SVP has been actively involved in the CAISO's Congestion Revenue Rights (CRR) allocation process since 2008. In April 2012, the CAISO system experienced the highest amounts of congestion costs since the beginning of MRTU in 2009. Consulting support services of Flynn Resource Consultants, Inc. (Flynn RCI) under Call No. 14-1 are crucial and integral towards SVP's acquisition of CRRs. Flynn RCI has provided in the past, and will continue to provide in the current fiscal year, vital support to SVP staff in the areas of general CAISO matters, Pacific Gas & Electric Company (PG&E) issues, and litigation support. A copy of Call No. 14-1 can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of Call No. 14-1 with Flynn RCI will allow SVP to better assess, analyze and respond to continuing changes in the CAISO markets and the electric utility industry.

ECONOMIC/FISCAL IMPACT:

The cost of services under Call 14-1 with Flynn RCI is $330,000.00. Sufficient funds are available in the Electric Department Contractual Services/Not Classified account 091-1356-87870-[F]92300.

RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-1 for Professional Services with Flynn Resource Consultants Inc., in an amount not to exceed $330,000.00, for California Independent System Operator, Congestion Revenue Rights, Pacific Gas & Electric and litigation support for the Electric Department Resources Division.

for John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: AK
Account No. 091-1356-87870 $330,000.00

Gary Ameling
Director of Finance/Assistant City Manager

APPROVED:

Julio J. Fuentes, City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:

1) ***Call No. 14-1 for Professional Services with Flynn Resource Consultants, Inc.***

Ebix Insurance No. S200001367

CALL NO. 14-1
FOR PROFESSIONAL SERVICES
TO BE PROVIDED TO THE
CITY OF SANTA CLARA, CALIFORNIA
BY FLYNN RESOURCE CONSULTANTS INC.

The Parties to this Call No. 14-1 ("Call") agree that on this _____ day of _____ 2014, this Call is made pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and between the City of Santa Clara, California and Flynn Resource Consultants Inc.," dated August 21, 2012, the terms of which are incorporated by this reference. This Call describes the Services to be provided to the City of Santa Clara, California ("City") by Flynn Resource Consultants Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "California ISO, CRR, PG&E and Litigation Support" dated June 20, 2014 ("Proposal"), attached to this Call as Exhibit A and incorporated by this reference. The Services to be performed under this Call shall be completed within the time period beginning on July 1, 2014 and ending on August 30, 2015. The attached Proposal contains a complete description of the Services, and performance dates for the completion of such Services, to be performed by the Contractor under this Call. In no event shall the amount paid to the Contractor for the Services provided to City by the Contractor under this Call, including all fees or pre-approved costs and/or expenses, exceed three hundred thirty thousand dollars ($330,000.00), subject to budgetary appropriations.

The Parties acknowledge and accept the terms and conditions of this Call as evidenced by the following signatures of their duly authorized representatives.

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.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

FLYNN RESOURCES CONSULTANTS INC.
a California corporation

By: Doug A. Boccignone
DOUGLAS A. BOCCIGNONE
Title: Chief Financial Officer
Address: 5440 Edgeview Drive
Discovery Bay, CA 94505
Telephone: (888) 634-0222
Fax: (888) 634-7509
"CONTRACTOR"

Scope of Service
California ISO, CRR, PG&E and Litigation Support
for Silicon Valley Power

June 20, 2014

1. Overview

This document outlines the scope of services for Flynn Resource Consultants Inc. (Flynn RCI) to support Silicon Valley Power's (SVP) California Independent System Operator (CAISO) and Pacific Gas and Electric Company (PG&E) related activities, including but not limited to Congestion Revenue Rights (CRR) management support, Integrated Balancing Authority Areas (IBAA) issues, California market issues, Metered Subsystem (MSS) issues and litigation support services related to those issues.

Under the CAISO's current market design, SVP must continue to evaluate items such as a) IBAA price impacts on SVP's ownership share of the COTP and SVP's Base Resource purchases from Western, b) potential implementation of more granular Load Aggregation Point (LAP) pricing, c) implementation of marginal losses under LMP, d) Resource Adequacy/Local Capacity/Flexible Capacity Obligations, e) hedging short and long-term congestion, f) Renewable Portfolio Standard requirements, g) updating and/or re-designing of scheduling and settlement systems, and h) potential interconnection and Existing Transmission Contract (ETC) issues with PG&E.

In the following sections, we describe the tasks involved in the proposed scope of services and the Flynn RCI budget for the 2014-15 fiscal year.

2. Task Description

The tasks performed under this scope of services can be classified into three major categories.

1. MSS-Related Activities
2. CRR Management
3. California Market and Other Support Services (including work on PG&E issues)

Task 1: MSS-Related Activities

This task will involve working with the CAISO, NCPA and SVP staff on issues that affect the SVP MSS Agreement. In particular, Flynn RCI will assist SVP staff in addressing potential Resource Adequacy (RA) provisions or backstop costs for MSSs, issues related to pricing of emergency dispatches, issues related to MSS settlements under MRTU, and other issues that affect the value of the MSS agreement.

Task 2: CRR Management

Under this task, Flynn RCI will continue to support SVP staff in their CRR nomination/allocation/auction processes. The objective is to obtain sufficient and effective amounts of CRRs (Source-to-Sink) to hedge marginal congestion cost risks. Some of the tasks will involve

a) Attend CAISO training/seminars on behalf of SVP and provide SVP staff with feedback.
b) Keep SVP staff informed by monitoring the ongoing CAISO activities and updates to the Business Practice Manuals (BPMs).
c) Prepare comments on SVP's behalf in response to the CAISO CRR Enhancement proposals.
d) Manage, maintain and upload/download the SVP CRR nomination and resulting allocation or auction results data using the CAISO Market User Interface (MUI), including recommending CRR nominations or bids that SVP may want to pursue, as well as coordinate appropriate related activities with NCPA staff.
e) Analyze CAISO LMP results, and obtain and analyze LMP data from other sources, including the OASISLive database provided by Power Market Consulting, Inc. (PMCI) potentially including short and long-term LMP forecast based on production cost tools.
f) Develop ongoing alternative CRR request/bid approaches and address staffing/person power considerations given SVP's resource plan.
g) Revise the CRR nomination/bid strategy based on awards, recorded LMP pricing trends, outage information and potential plan changes.
h) Update the seasonal/annual as well as monthly SVP CRR nominations/bids.
i) Continue to maintain the ongoing CRR nomination/bid processes.
j) Provide advice to SVP staff on the merits of utilizing an independent LMP forecast in the CRR nomination and auction strategies.
k) Periodically perform the SVP CRR portfolio valuation analysis and present it to SVP staff.

Task 3: California Market and Other Support Services

These tasks may include, but not necessarily be limited to, the following sub-tasks to support SVP staff.

1. **Investigate the impact of future increased granularity of LAP pricing as ordered by FERC and support SVP's position/interests:** Prices to certain loads will change as the number of LAPs increase, and it is expected that prices for loads in congested areas or "load pockets" will increase if additional, smaller LAPs are created.
2. **IBAA support services:** Flynn RCI will perform analysis, which might include the use of power flow models, to support, in communications with the CAISO and other neighboring IBAA entities, SVP arguments/positions made toward preserving SVP's COTP investment and the value of SVP's Base Resource contract with Western. In

addition to providing analytical assistance, Flynn RCI will also aid SVP staff in negotiations and meetings, drafting of and commenting on agreements and other related documents and FERC filings and potential appeals of FERC orders, and providing general support for SVP's interests.

3. **Assess the impact of marginal losses under MRTU:** The specific activities may involve:
    a. Perform LMP Financial Impact Analysis: Quantify the impact of marginal losses on City-owned generation and ETCs (San Juan/SOTP & Grizzly) using available studies and potentially new studies and actual LMP results.
    b. Regulatory/Market Design activities: Continue to support SVP's efforts to ensure that it is not disproportionately charged for transmission losses, considering the methods for allocating surplus loss revenues to market participants.
4. **Generating Unit Operation:** Assist the SVP staff in exploring the optimization of the resource dispatch via participation in CAISO Day Ahead and Real Time markets using available studies and potentially new studies and actual LMP results.
5. **Resource Adequacy (RA)/Local Capacity (LCR) Obligation:** Flynn RCI may quantify the financial impact of RA/LCR requirements on SVP under multiple scenarios.
6. **Flexible Capacity Procurement:** Flynn RCI will assist SVP staff in coordination with CMUA and BAMx to represent SVP's interests related to potential CAISO flexible capacity requirements.
7. **PG&E Issues:** This sub-task may entail assisting SVP in identifying, evaluating and addressing issues related to SVP's interconnection and ETC rights with PG&E, such as under the Interconnection Agreement or Generator Interconnection Agreements, the Grizzly contract and/or the SOTP rights.
8. **Joint Powers Agency (JPA) Issues:** Flynn RCI may assist SVP staff in addressing issues related to SVP's participation in the MSR, NCPA and TANC JPAs.
9. **CAISO Market Surveillance Committee (MSC) Meetings:** As needed, participate in the MSC meetings on SVP's behalf to monitor the relevant issues such as: Local Market Power Mitigation proposals, Convergence Bidding updates, Real-Time Imbalance Offset, and Intertie Constraints issues, etc.
10. **CAISO Reports on Market Issues and Performance:** Review the CAISO Quarterly and Annual reports on Market Issues and Performance and provide a summary to SVP staff.
11. **Other Market Issues and Litigation Support:** Assist SVP staff in identifying and addressing other market issues that might have a material impact on SVP's costs/benefits of interacting with the CAISO controlled grid, and provide litigation support services related to any of the above tasks. Under the direction of SVP's counsel, Flynn RCI will review and analyze FERC filings, provide independent analysis, coordinate with other affected entities, participate in settlement meetings and stakeholder meetings, assist in drafting pleadings and agreements, provide expert testimony, and provide general support for SVP's interests in FERC proceedings.

3. Sub-Contracted Services and Specialized Software

To perform the services described above, Flynn RCI may from time to time need to obtain specialized software or retain specialists and sub-contractors. Such specialized software might include power flow modeling software or market modeling software. Such retained specialists and sub-contractors might include market simulation or database programming experts.

4. Budget

Flynn RCI will perform the tasks as directed by SVP's division manager on an as-needed basis and will keep SVP's division manager informed through telephone and/or email communications on an ongoing basis. At the division manager's request, Flynn RCI will provide Project Status Reports describing the work performed to-date and expected future work. The budget for this effort for FY2014/15 is not to exceed $330,000.

Flynn RCI hourly rates for FY2014/15 for professional services are listed below:

Labor Category	Key Personnel	Hourly Rate
Principal	Doug Boccignone Barry Flynn	$285 per hour
Managing Consultant	Robert Jenkins	$265 per hour
Senior Consultant – Power Engineer	Rog Dacanay Ken Lau Eric Law Rod Maslowski Bob Stuart	$255 per hour
Senior Consultant	Raymond Camacho Mike Keller Pushkar Wagle	$235 per hour
Consultant	Alexey Orkin Karl Shaffer Chris Wysocki	$200 per hour
Associate Consultant		$180 per hour
Analyst	Sean Brannan	$125 per hour
Office Support	Tricia Tom	$60 per hour

All travel, food and miscellaneous expenses, except automobile mileage, associated with the provision of services hereunder shall be billed at cost. Automobile mileage will be billed at the rate approved by the Internal Revenue Service. Extraordinary expenses, such as use of sub-contracted experts, etc. may be billed with prior approval of SVP's division manager.

For any month in which specialized modeling software is used to perform services under this agreement the following charges shall apply:

Power flow modeling - $250/month
Short circuit and stability modeling – $775/month
Market modeling - $3,850/month

Specialized software costs that exceed the above amounts may be billed with the prior approval of SVP's division manager.

Meeting Date: 7/15/14

AGENDA REPORT

Agenda Item # 7B-12

Date: July 10, 2014

To: City Manager for Council Action

From: John C. Roukema, Director of Electric Utility

Subject: Google Fiber Hut License Agreement

EXECUTIVE SUMMARY:

On February 19, 2014, Google Fiber California (Google Fiber) announced its proposal to build fiber-to-the-home broadband networks in thirty-four US cities, including Santa Clara, Sunnyvale, Mountain View, Palo Alto and San Jose in California, subject to reaching agreement with these cities on this Network Hut License Agreement ("Agreement") and the review of existing infrastructure and policy information from each City.

The City of Santa Clara has submitted all the information requested by Google by the May 1 deadline, with the exception of a Council-approved form license agreement for the potential siting of fiber infrastructure called "fiber huts" on non-right of way, City-owned property (see below for a description of the fiber huts and associated network equipment). The proposed agreement with Google Fiber would complete the checklist process. See master hut license agreement included as Attachment A.

Google Fiber requested information about potential City-owned, non-right of way properties in Santa Clara to locate "fiber huts," which are network equipment nodes that could serve approximately 20,000 households each. For Santa Clara, Google would need approximately 2-3 fiber hut sites, although the exact number and locations would depend on final network design and the availability of suitable properties. Google is seeking sites, preferably on City-owned property, that would be at least 1400 square feet, accessible to the street, and distributed throughout the community.

The City has provided Google with City-owned properties that may meet minimum requirements and that are not otherwise restricted for other City purposes or potential development. Two current sites under consideration include Well Site 7 on Pomeroy just south of Warburton and the potential well site on Lawrence at Golden State (APNs: 220-01-022 and 313-31-002 respectively). Once final sites are determined as part of Google's network design, individual fiber hut licenses with the City would be finalized, including any site-specific special conditions. However, prior to City's execution of any individual fiber hut licenses under the master hut license agreement, staff would return to City Council for approval of the specific sites that would be subject to those licenses. All other fiber hut sites, whether located on private property or publicly owned land, would be subject to City permitting approval processes and other applicable regulation.

Google has requested that participating cities include an approved form of a master agreement that would be the basis of individual "fiber hut licenses" for the specific sites once they are identified. The proposed term of the master license agreement will be for 20 years, and thereafter renewing automatically at two-year intervals unless either the City or Google terminated the agreement.

ADDITIONAL BACKGROUND:

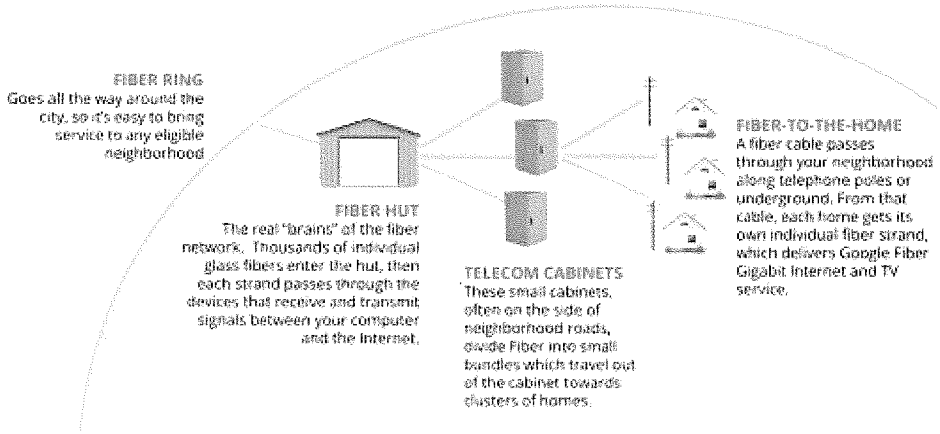
Google Fiber is offering the following pricing plans for this proposed service:

- 1 Gigabit/second Internet only: $70/month.
- 1 Gigabit/second Internet and television: $120/month.
- Basic Internet access (5 Megabits/second): One-time installation fee of $300 for seven years of Internet access with no additional fees.

Google Fiber has a California State franchise (DIVCA) to provide video services in Santa Clara, which, along with Santa Clara City Code Chapter 5.26, obligates Google to pay franchise fees to the City of Santa Clara, pursuant to California Public Utilities Code section 5860. A California Environmental Quality Act (CEQA) assessment will also need to be performed for this project.

Google Fiber has divided its proposed project into two planning phases. The first phase requires each city to provide the information identified in the "Fiber City Checklist" (Attachment 1) by May 1, 2014. This checklist identifies the items they need to evaluate a city's readiness for construction of a fiber network, which includes maps of poles, conduit, and existing utility services. Google also asks the cities to streamline processes (e.g., permitting procedures and access to local infrastructure) to make it easier for construction to move quickly. Google has proposed a permitting and inspection process that is significantly streamlined compared with the City's normal process to accelerate deployment of the network. Staff is willing to work with Google Fiber to determine an efficient process and further streamline the City's processes for this activity without incurring significant negative impacts to others. In the second phase of project planning (May to December), Google will review the information provided by the cities to scope the costs and time lines for building a new fiber-optic network. Google will conduct a detailed study of factors that affect construction plans, such as topography (e.g., hills, flood zones), housing density, and the condition of local infrastructure. Based on this information, Google will make a determination whether to offer this service in Santa Clara. Such a decision is expected by the end of the year.

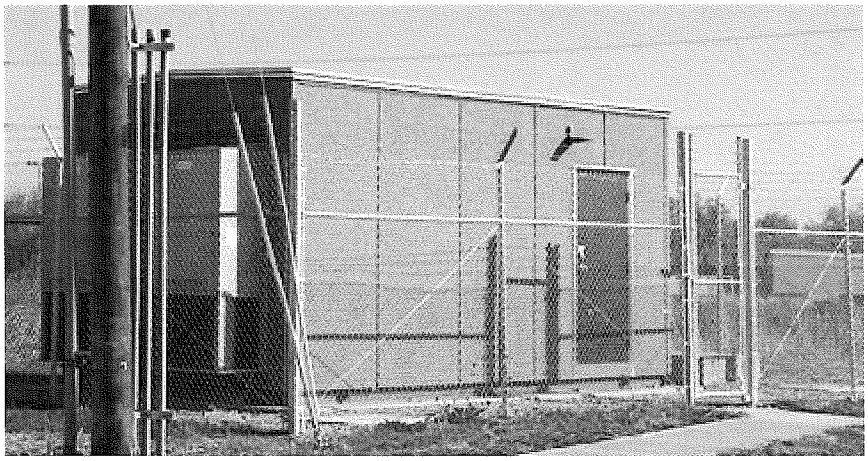
As shown in the diagram blow, Google plans to deploy a fiber ring around the City. The Network Huts (noted as "Fiber Hut" in the diagram above) will provide access to the ring network. Fiber from the huts runs to small fiber cabinets distributed across the city, which then distribute fiber to residences.



Architecture of the Proposed Google Fiber Network

Fiber Network Hut

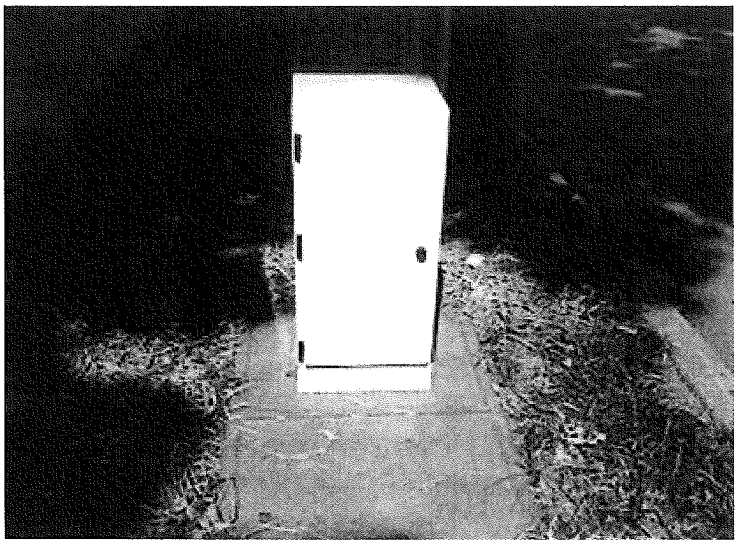
Google anticipates leasing City property to install two or three Network Huts to house its equipment. This Network Hut License Agreement sets forth basic terms associated with the placement and operation of these huts. Each Google hut consists of a preformed, single-story concrete structure measuring 12 feet by 28 feet, and requires approximately 1,400 square-feet of land to accommodate the structure and access. Aesthetic requirements will be determined and required on a site-by-site basis through two mechanisms—the permitting process and execution of Site-specific terms in the Exhibit B section of each Network Hut Lease Agreement.



Example of a Fiber Network Hut from Kansas City

Fiber Cabinets

There are two sizes of fiber cabinets, depending on the number of homes served. The small (288 port) cabinet pictured below is 32" H x 16" W x 16" D and the large (567 port) cabinet is 32" H x 33" W x 16" D. The cabinets would be placed in the public right of way near the residences being served. The cabinets do not contain fans or motors and are therefore quiet. Google has indicated that the cabinets can be painted different colors if desired.



Example of a Smaller Fiber Cabinet

The exact number of fiber cabinets that will be deployed is not yet known, but based on the number of residences in Santa Clara and the capacity of the cabinets, it is estimated that over 100 cabinets will be required.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The very high bandwidth Internet connectivity (one gigabit per second, or 1,000 megabits per second) afforded by this fiber-to-the-home effort by Google Fiber is a unique opportunity for Santa Clara and its residents. Past attempts by other providers never materialized for a variety of reasons, including the high cost of construction and equipment placement. This Network Hut License Agreement, once finalized, sets terms for the use of City land and provides a foundational element for a feasible network design. Leasing City-owned land to Google Fiber for 20 years limits the use of these lands for other potential purposes, however the City will only offer those lands which are limited in opportunities for other use.

ECONOMIC/FISCAL IMPACT:

The agreement calls for Google Fiber to pay the City $3.50 per square foot per year for the use of City-owned property for a fiber hut. This would escalate at four percent per year over the duration of the specific site agreement. Based on the assumption of a minimum 1400- square-foot site, Google thus would pay the City approximately $5000 per site per year.

The City will also receive a franchise fee of 5 percent of gross revenues for services provided under the DIVCA franchise and this fee can be deposited in the General Fund. Because subscription uptake rates and revenues are not yet known, staff cannot estimate the amount of this fee. This amount may not be very high as it is generally assumed that customers will choose between services rather than add services. As with other large-scale utility projects, staff will propose to Google Fiber that the City recover actual plan check and inspection costs so that the additional staff resources required to process the application will have minimal or no fiscal impact. Additionally, it is expected that Google Fiber will pay fees associated with the extensive use of SVP poles and lease fiber from the SVP Fiber Enterprise to accomplish their goals.

RECOMMENDATION

1. Accept status report on the City's efforts to submit information requested by Google Fiber for its consideration of selecting Santa Clara for the future installation of a Google Fiber network; and
2. Approve as to form a master Network Hut License Agreement with Google Fiber and direct the City Manager to return to City Council for approval of individual sites.

John C Roukema

John C. Roukema,
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Attachment A

NETWORK HUT LICENSE AGREEMENT [SANTA CLARA]

This Equipment Housing License Agreement ("Agreement") is entered into by the City of Santa Clara, a chartered California municipal corporation ("City") and the Google Fiber company ("Licensee") identified on the signature page of this Agreement. City and Licensee agree to the terms and conditions set forth below.

1. **Purpose.** Licensee needs rights to occupy and use various real property sites that may be owned by the City. The sites will be used for the purpose of constructing structures that will house network equipment and fiber that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, which may only be amended upon written agreement of both parties.

2. **Location of Sites for Network Huts.** Licensee will identify and propose to the City the location of various City owned sites. Licensee and City will work together to agree upon each site to be used for each Network Hut. When Licensee and City agree upon specific sites, the parties will complete and sign the form attached as Exhibit B to this Agreement ("Site Terms") for each site ("Network Hut Site") as soon as practicable, but in no event longer than 180 days. The Site Terms include a legal description of the Network Hut Site, the rent to be paid for use of the site, specific provisions concerning the aesthetics of the Network Hut and the site, and any other special terms or requirements applicable to the Network Hut Site. Licensee shall solely bear the cost of any required aesthetic upgrades to each Network Hut, as set out in the Site Terms for each Network Hut Site. Licensee's occupancy and use of each Network Hut Site will be subject to this Agreement, including the terms set forth in the applicable Site Terms.

3. **Licensee Rights and Obligations.** City grants to Licensee the right to access, enter, occupy and use each Network Hut Site as set forth in the Site Terms for the purpose of constructing, operating and maintaining each Network Hut. City grants these rights solely to the extent it has such rights, title and interest in to the Network Hut Site, without any express or implied warranties. Licensee will obtain all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Licensee's services. Licensee will construct the Network Hut in accordance with all applicable laws and permitting requirements. Licensee will use and maintain the Network Hut Site in accordance with all applicable laws and reasonable requirements and will keep the site secure (based on applicable standards) and reasonably free from debris, litter and graffiti.

4. **Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The initial term of the Agreement is twenty (20) years from the Effective Date. Following the initial term, this Agreement shall renew for successive two (2) year periods unless City provides Licensee with written notice that it does not wish to renew the Agreement. City must provide such written notice at least ninety (90) days prior to any renewal date of the Agreement.

5. **Termination of Agreement or Site Terms.** Licensee may terminate this Agreement or the Site Terms for a specific Network Hut Site at any time with thirty (30) days written notice to the City. City may terminate this Agreement in the event of a material breach of this Agreement by Licensee and Licensee fails to cure the breach within sixty (60) days of receipt of notice from City. City may also terminate the Site Terms for a Network Hut Site by providing a minimum of one hundred eighty (180) days written notice to Licensee if the City determines that the applicable Network Hut Site is needed for a reasonable and necessary public purpose.

Form Agreement

Following such written notice, City agrees to use its best efforts to find an alternative City owned site that Licensee may use as a replacement. Upon any termination or expiration of this Agreement, in whole or in relation to a particular Network Hut Site, Licensee will vacate premises and return site to its original condition, at Licensee's sole expense.

6. **Fees and Costs.** Licensee agrees to pay to City the annual fee of $3.50 per square foot for each Network Hut Site. The fees shall be paid on an annual basis for each Network Hut Site and shall be subject to an escalation factor of 4% per year. Licensee shall be responsible for all its costs associated with construction, operation and maintenance of the Network Hut and Network Hut Site. Payments shall be delivered by Licensee within forty-five (45) days of the payment due date agreed upon by the parties. Any fee installments unpaid by the due date will bear interest at the rate of one and a half percent (1.5%) per month. If the Agreement is terminated by either party pursuant to Paragraph 5, Licensee shall be entitled to reimbursement of the annual rent paid by Licensee for that year pro-rated according to the number of months remaining after the termination date.

7. **Indemnification.** Licensee will defend and indemnify City, its officers, City Council, commissions, volunteers, agents, and employees from any claims and liabilities, including all costs and reasonable attorneys' fees in providing a defense to any claim, for which City shall become liable related to any third party claim for property damage, personal injury or death to the extent arising from Licensee or its contractors' negligent, reckless or wrongful acts, errors or omissions. Licensee will have the right to control the defense of any such claim. If, in City's reasonable judgment, a conflict exists between the interests of City and Licensee in such a claim, City may retain its own counsel whose reasonable fees will be paid by Licensee.

8. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION SHALL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

9. **Insurance**. During the term of this Agreement, Licensee shall purchase and maintain in full force and effect, at no cost to City, insurance policies with respect to employees and vehicles utilized under this Agreement with coverage amounts, required endorsements, certificates of insurance and coverage verifications as defined in Exhibit C.

10. **Notice**. All notices related to this Agreement will be in writing and sent to the address set forth in each signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

11. **General Provisions.** This Agreement is governed by the laws of the state where the Network Huts are located. City will make the entirety of the rights set forth in this Agreement available to other network-based providers of internet access and multichannel video programming services in a non-discriminatory manner, including access to the City's infrastructure, poles, conduits, assets and rights of way to the extent set forth in this Agreement, on rates, terms and conditions that are as favorable as those the City provides to Licensee for the same access; recognizing that the equivalent consideration afforded by other service providers may be different than what

Form Agreement

Licensee is obligated to provide under this Agreement. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Licensee. This Agreement shall not restrict City from entering into similar agreements with other parties. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement may not be assigned by Licensee without the consent of City except for assignments to Licensee's affiliates or in connection with a merger, acquisition, sale of network assets or similar transactions. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement is not a franchise and gives Licensee no right to use, erect or install anything in the City right of way. Licensee will obtain and comply with all applicable franchises, licenses, permits and other authorizations required to construct, operate and maintain the Network Hut, including payment of all required franchise fees. This Agreement, including any exhibits, constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. City agrees that Licensee may (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

Form Agreement

CITY OF SANTA CLARA, CALIFORNIA
A CHARTERED CALIFORNIA MUNICIPAL CORPORATION

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.

City Attorney

ATTEST:

ROD DIRIDON, JR.

City Clerk

JULIO J. FUENTES

City Manager

1500 Warburton Avenue

Santa Clara, CA 95050

Telephone: (408) 615-2210

Fax: (408) 241-6771

"CITY"

Form As

LICENSEE:_____

(Authorized Signature)

(Name)

(Title)

Address: 1600 Amphitheatre Parkway

Mountain View, CA 94043

Date:

EXHIBIT A

NETWORK HUT SPECIFICATIONS

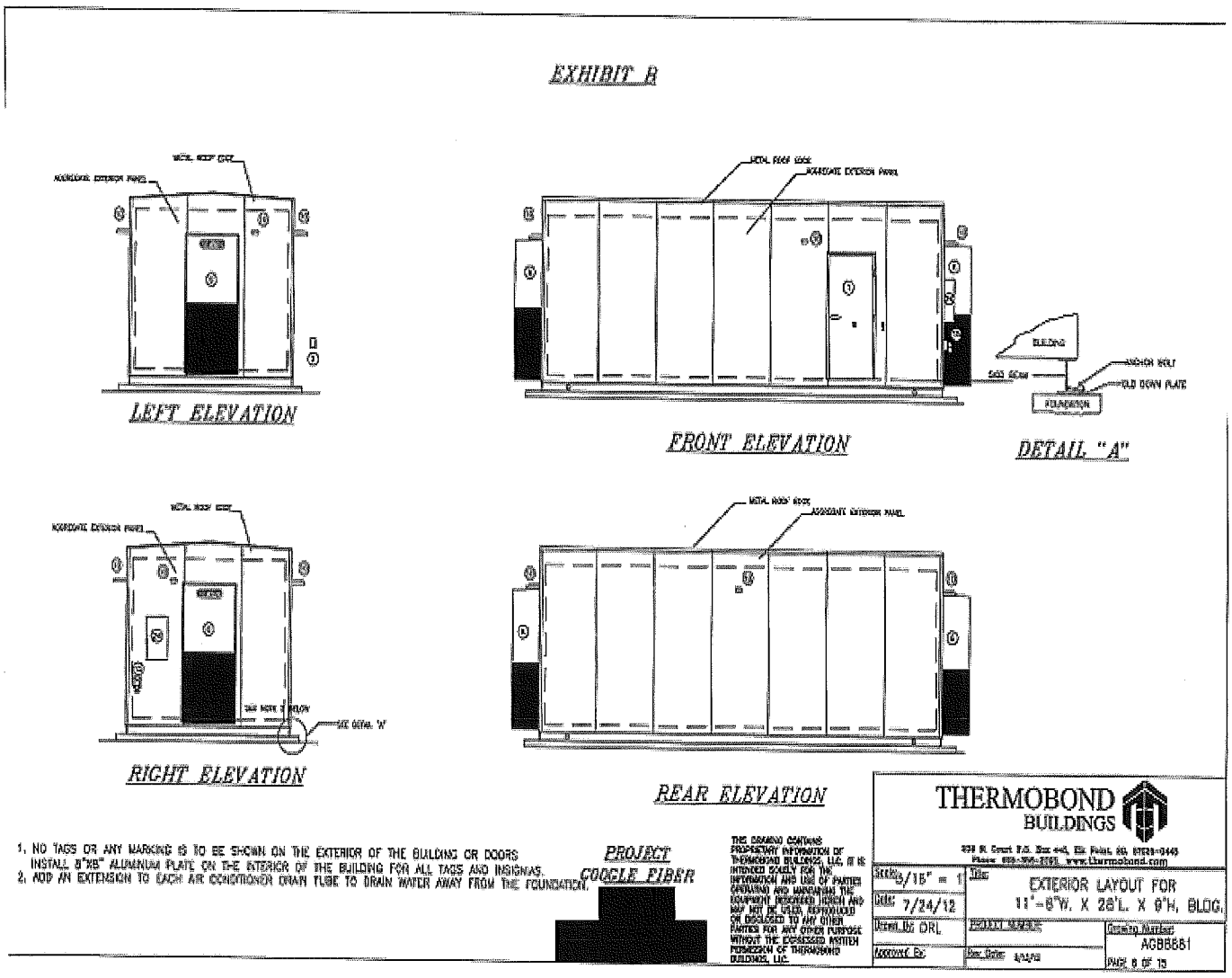


EXHIBIT B

NETWORK HUT SITE TERMS

1. **Legal Description of Network Hut Site Location (describe below or attach legal description).**

2. **Annual Fees:**

3. **Other terms or requirements applicable to Network Hut Site.**

LICENSEE:_____	**CITY:**_____
(Authorized Signature)	**(Authorized Signature)**
_____	_____
(Name)	**(Name)**
_____	_____
(Title)	**(Title)**
Address: 1600 Amphitheatre Parkway Mountain View, CA 94043	**Address:**
Date:	**Date:**

Form Agreement

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

During the term of this Agreement, Licensee shall purchase and maintain the following insurance policies with the indicated policy limits and endorsements:

A. Commercial General Liability (CGL), with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage ;

   1. CGL Primary Insurance Endorsement; and

   2. This CGL policy shall include an endorsement which adds the City of Santa Clara, its Council, employees, and officers as additional insureds.

B. Business Automotive Liability (BAL), with policy limits not less than $1,000,000; and

C. Workers' Compensation with policy limits of California statutory limits.

All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement shall be mailed directly to the City's insurance compliance representative as follows:

EBIX Inc.
City of Santa Clara
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

Form Agreement

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-13

Date: July 10, 2014

To: City Manager for Council Action

From: Economic Development Officer / Assistant City Manager
Director of Electric Utility

Subject: Resolution Authorizing City Manager to Execute a Land Purchase Agreement with the County of Sierra for the Sale of Approximately 50 Acres of Vacant Land in the City of Loyalton, California (a portion of APN 016-090-037).

EXECUTIVE SUMMARY:

In 1977, the City of Santa Clara through its electric utility, Silicon Valley Power, purchased approximately 10,310 acres of land located in Sierra County, California for approximately $157 per acre. The 10,310-acre property is in a rural area, has no structures, and consists of low-lying sagebrush and grasses suited for cattle grazing. A portion of the property is located immediately adjacent to the Loyalton Landfill, owned and operated by Sierra County.

The Loyalton Landfill is a solid waste disposal facility. Sierra County has been monitoring the methane levels at the Loyalton Landfill and on the City's property. Methane has leached onto a portion of the City property and Sierra County is under order by the State to address the issue. As such, Sierra County approached the City requesting the acquisition of approximately 50 acres of City-owned land (Property) under a threat of condemnation. In lieu of condemnation, the City negotiated the sale recommended herein.

Staff conducted independent reviews of the environmental documentation and the appraisal provided by Sierra County and is recommending that the City sell the Property for $67,500. In addition, Sierra County will reimburse the City $7,000 for City costs associated with its independent review of the environmental documentation.

The Land Purchase Agreement provides the Sierra County will be responsible for any environmental issues on the Property resulting from landfill operations. In addition, Sierra County is responsible to pay for closing costs associated with the escrow. The City will pay for any applicable transfer taxes and fees for a CLTA title policy. The Agreement provides for a 45 day closing of the transaction.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Sale of the 50 acres provides assistance to the County of Sierra to address its order by the State of California and relieves the City of any potential liability associated from the presence of methane on the site.

ECONOMIC/FISCAL IMPACT:

The proceeds from the sale of the 50 acres ($74,500 minus closing costs) will be credited to Silicon Valley Power to use for potential future land acquisitions.

RECOMMENDATION:

That the Council adopt a Resolution authorizing City Manager to execute a Land Sale Agreement with County of Sierra for the sale of approximately 50 acres of vacant land located in the City of Loyalton, California.

Ruth Shikada
Economic Development Officer/
Assistant City Manager

John Roukema
Director of Electric Utility

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AUTHORIZING CITY MANAGER TO EXECUTE A LAND SALE AGREEMENT FOR CITY-OWNED PROPERTY IN LOYALTON, CALIFORNIA

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

WHEREAS, the City of Santa Clara owns approximately 10,310 acres of vacant land next to Loyalton Landfill, in the City of Loyalton, County of Sierra, California;

WHEREAS, the County of Sierra ("County") who owns and operates the Loyalton Landfill, is under order from the State of California to address the methane intrusion onto the adjacent City property;

WHEREAS, the County has made an offer to the City to purchase of approximately 50 acres of the City's land under the threat of eminent domain, as noted on Exhibit A to this Resolution ("Property");

WHEREAS, the terms of the proposed transaction include a purchase price of $67,500.00; a reimbursement to the City of $7,000; and an indemnity for environmental matters resulting from the Loyalton Landfill; and other terms as documented in a Land Sale Agreement ("Agreement") between Sierra County and the City of Santa Clara; and,

WHEREAS, authorizing the City Manager to finalize and execute the Agreement consistent with these terms would expedite the transaction and serve the best interests of the City.

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

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

2. That the City Council hereby authorizes the City Manager to execute the Land Sale Agreement with the County of Sierra for the sale of the Property.

3. That the City Manager or his designee is hereby authorized to execute documents and take further action as may be necessary or appropriate to close escrow and to carry out the City's obligations pursuant to the Resolution and the Land Sale Agreement.

4. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Exhibit A –Legal Description

2014-043
May 20, 2014

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

All that real property in the unincorporated area of the County of Sierra, State of California, within the southwest quarter of Section 17, Township 21 North, Range 16 East, M.D.B.& M. more particularly described as follows:

Beginning at the southeast corner of Parcel No. 3, as shown on the Record of Survey for Sierra County filed in Book 4 of Maps and Surveys at Page 89, Sierra County Official Records; thence northerly along the easterly boundary of said Parcel No. 3, North 0°25'27" East 1123.56 feet to the northeast corner of said Parcel No. 3, said northeast corner also being the southeast corner of Parcel No. 2 as shown on said Record of Survey; thence along the boundary of said Parcel No. 2 the following three courses:

North 0°25'27" East 550.00 feet;
North 62°50' East 600.00 feet;
South 89°44'05" West 1140.00 feet

to the southeast corner of Parcel No. 1 as shown on said Record of Survey; thence along the easterly boundary of said Parcel No. 1, North 0°25'27" East 500.00 feet; thence leaving the boundary of said Parcel No. 1 along the following two courses:

North 89°44'05" East 2175.86 feet;
South 0°25'27" West 2450.00 feet

to a point on the south line of said Section 17, as shown on said Record of Survey; thence along said south line South 89°44'05" West 500.00 feet to the Point of Beginning.

Containing 49.06 acres, more or less.
APN 016-090-037 (a portion)

LAND PURCHASE AGREEMENT
BY AND BETWEEN
COUNTY OF SIERRA ("BUYER")
AND
CITY OF SANTA CLARA ("SELLER")

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2014 (the "Effective Date") by and between the **County of Sierra** ("Buyer") and the **City of Santa Clara,** a chartered California municipal corporation, ("Seller") for the sale and purchase of approximately 50 acres of unimproved real property as more particularly described in Exhibit "A", attached hereto, located in the County of Sierra.

As used herein, the term "Property" includes all of Seller's right, title and interest in and to all easements, rights and privileges appurtenant thereto, all improvements, if any, located thereon, and any tangible and intangible property, mineral, oil, gas and other hydrocarbon substances on or under the land, air rights, water rights, and any other rights related thereto, now owned by Seller or obtained by Seller prior to the Close of Escrow (as defined herein).

NOW, THEREFORE, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the Property in accordance with the following terms and conditions:

1. Purchase Price. The purchase price ("Purchase Price") for the Property is $67,500.00. Additionally, Buyer shall pay $7,000 to Seller as reimbursement for the environmental consultant hired to review Buyer's documentation ("Environmental Consultant Reimbursement"). The Purchase Price and Environmental Consultant Reimbursement shall be deposited in full in escrow no later than seven (7) days before the date of the closing of escrow.

2. Escrow. Not later than three (3) days after the Effective Date, Buyer and Seller shall open an escrow ("Escrow") with First American Title Company ("Escrow Holder"). As used in this Agreement, the term "Opening of Escrow" shall mean the date on which this Agreement signed by both Buyer and Seller are delivered to Escrow Holder. This Agreement shall also constitute instructions to Escrow Holder.

3. Close of Escrow. Subject to the satisfaction or waiver of all conditions to the Closing set forth herein, the closing ("Closing") of the purchase and sale of the Property shall take place through Escrow upon the date that is forty-five (45) days after the Effective Date of this Agreement.

4. Condition of Property. Buyer agrees to purchase the Property in an "as is" condition and without any representation or warranty by Seller as to the condition of the Property. Buyer hereby waives any right to inspect the condition of the Property.

5. Approval of Title Report. Within three (3) business days after the Effective Date, Buyer shall cause Escrow Holder to deliver to Buyer a preliminary title report ("Title Report") covering the Property. Buyer shall have thirty (30) days from the Effective Date of this Agreement to either approve or disapprove of any condition affecting title to the Property. Buyer's approval or disapproval shall be

subject to sole discretion and satisfaction of Buyer. Buyer's failure to approve or disapprove the Title Report by delivery of written notice thereof to Seller and Escrow Holder within said thirty (30) day period shall be deemed to constitute approval by Buyer of the condition of the title to the Property; provided however, that any title approval by Buyer shall be deemed conditioned upon the removal of the Monetary Encumbrances against the Property and all disapproved exceptions specified in Buyer's approval of title. If Buyer delivers notice of disapproval, Seller shall have a five (5) day period after its receipt of Buyer's notice of disapproval within which to notify Buyer in writing of its intention to attempt to remove or otherwise cure prior to the Close of Escrow the disapproved exceptions (or portions thereof) as exceptions to title. If for any reason, within such five (5) day period, Seller does not provide Buyer with such notice, Seller shall be deemed to have elected to not remove or otherwise cure such disapproved exceptions. If Seller does not agree, or is deemed not to have agreed, to so attempt to remove or otherwise cure any disapproved exceptions, then Buyer shall have the right, by delivering written notice to Seller and Escrow Holder on or before ten (10) days before the close of Escrow, to either (i) waive such disapproved items and proceed with this Agreement, or (ii) terminate this Agreement in accordance with Section 4.4. Buyer's failure to deliver written notice to Seller and Escrow Holder on or before said deadline shall be conclusively deemed Buyer's election to terminate this Agreement.

6. Conditions to Close of Escrow. The following shall constitute conditions to the Close of Escrow, and, where appropriate, covenants of Seller, which conditions may be waived, if not satisfied, only in writing by Buyer:

6.1. Title Policy. The Title Company shall issue or be committed to issue to Buyer, at Seller's expense, a CLTA policy of title insurance ("Title Policy") in the total amount of the Purchase Price, dated as of the Close of Escrow, insuring Buyer as the fee owner of the Property, and showing title to the Property vested in Buyer subject only to:

(a) The printed exceptions and exclusions contained in the Title Policy;

(b) Nondelinquent general and special real property taxes, bonds and assessments, which shall be prorated as of the Close of Escrow;

(c) All exceptions shown on the Title Report that are approved in writing by Buyer pursuant to Section 5.

6.2. Seller's Representations and Warranties. Seller's representations and warranties described in Section 7 below shall be true and correct as of the Closing Date.

6.3. Seller's Performance. Seller shall have performed all of its obligations under this Agreement.

6.4 Effect of Failure of a Condition. The conditions described in this Section 6 are for the exclusive benefit of Buyer and must be satisfied or waived by Buyer on or before the Close of Escrow. Such conditions may only be waived by Buyer's delivery of written notice of such waiver to Seller and Escrow Holder. In the event the Close of Escrow does not occur because any of the conditions to the Close of Escrow set forth in Section 6 are not satisfied or waived by Buyer then the parties agree that this Agreement and the Escrow shall thereupon be terminated, and that Escrow Holder

shall refund to Buyer any funds deposited by Buyer into Escrow, together with all interest earned thereon in Escrow less Escrow Holder's cancellation fees and expenses.

7. Representations and Covenants of Seller. In addition to any express agreements of Seller contained elsewhere in this Agreement, Seller hereby represents and warrants to, and covenants with, Buyer as follows:

7.1. Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

7.2. Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Seller in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

7.3. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

7.4. Income Tax Information. Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation. In connection therewith, Seller shall deliver to Escrow Holder for delivery to Buyer at the Closing an affidavit in the form as utilized by Escrow Holder.

7.5. Title. Seller shall deliver title to the Property to Buyer at the Close of Escrow subject only to the exceptions described in the Title Report which were approved by Buyer in accordance with Section 5 above. From and after the Effective Date, Seller shall take no action to encumber the Property with any lien, easement or other title matter.

7.6. No Unrecorded Interests. To the best of Seller's knowledge, there are no unrecorded leases, licenses, or other possessory interests in the Property.

7.7. No Other Agreements. Except as otherwise disclosed to Buyer in the Property Documents, there are no oral or written commitments to, or understandings or agreements with, any private party or any governmental authority or agency that would adversely affect Buyer's proposed development of the Property.

7.8. No Litigation. To the best of Seller's knowledge, there is no litigation or legal proceeding pending or threatened in writing against Seller or the Property that could reasonably be expected to adversely affect Seller's or Buyer's ability to perform their respective obligations hereunder, or Buyer's proposed development of the Property.

8. DISCLAIMER; INDEMNIFICATION; AND WAIVER.

1.1. Indemnification. Buyer agrees to protect, defend, indemnify and hold harmless, City, its City Council, officers, employees, representatives, and agents, from and against any and all claims, costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or

administrative proceedings, interest, fines, charges, penalties and expenses, including without limitation, attorneys' fees and court costs, of whatever kind or nature (collectively, "claims"), whether paid, incurred, suffered, alleged, asserted, or related thereto arising directly or indirectly from or attributable to Buyer's use of, or conditions existing or alleged to exist in, on, under, above, or about the Property on or after the Closing Date, including but not limited to: any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous materials on, under or about the Property, regardless of whether undertaken due to governmental action, or otherwise, or any latent or patent defect in the Property, including any improvements located thereon. To the fullest extent permitted by law, the foregoing hold harmless and indemnification provision shall apply except where such claim is the result of sole active negligence or willful misconduct of City, its officers, employees, representatives, or agents. Without limiting the generality of this indemnity and hold harmless provision in any way, this provision is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless Seller for any liability pursuant to such sections. Buyer and Seller agree that for purposes of this Agreement, the term "Hazardous Materials" shall have the definition set forth in EXHIBIT B which is attached to this Agreement and incorporated by reference. The obligations of Buyer under this Section shall survive Close of Escrow and delivery of the Grant Deed.

9. Representations and Covenants of Buyer. In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer hereby represents and warrants to, and covenants with Seller as follows:

9.1. Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

9.2. Requisite Action. All requisite action (corporate, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement, the execution and delivery of the instruments referenced herein, and the consummation of the transaction contemplated hereby.

9.3. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

10. Escrow Closing Obligations.

10.1. Deliveries by Seller to Escrow Holder. Seller hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Buyer:

(a) Grant Deed. The Grant Deed, duly executed and acknowledged by Seller, conveying the Property to Buyer, in the form customarily used by Escrow Holder.

(b) Seller's Affidavit. The Seller's Affidavit, as provided in Section 7.4, duly executed by Seller.

10.2. Deliveries by Buyer to Escrow Holder. Buyer hereby covenants and agrees to deliver to Escrow Holder on or prior to the Closing date the following, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Seller:

(a) Funds. The balance of the Purchase Price and Environmental Consultant Reimbursement, together with Buyer's share of any Escrow closing costs and prorations in the amount determined by Escrow Holder, shall be delivered to Escrow Holder by Buyer in cash or other immediately available funds not later than the business day immediately prior to the Closing Date.

10.3. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, and when all required funds and documents have been deposited into the Escrow, Escrow Holder shall promptly undertake all of the following:

(a) Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price and Environmental Consultant Reimbursement for the Property and in payment of Buyer's share of any Escrow closing costs and prorations as follows:

(1) Deduct from the funds deposited with Escrow Holder by Buyer in payment of Buyer's share of any Escrow closing costs and prorations the amount of all such items chargeable to the account of Buyer hereunder;

(2) Deduct from the funds deposited with Escrow Holder by Buyer in payment of the Purchase Price and Environmental Consultant Reimbursement all items chargeable to the account of Seller, including, without limitation, the amount of any deeds of trust, tax liens or other monetary encumbrances to be paid by Seller and Seller's share of any Escrow closing costs and prorations;

(3) Disburse the remaining balance of the Purchase Price and Environmental Consultant Reimbursement to Seller promptly upon the Close of Escrow. Any funds deposited by or on behalf of Buyer in excess of the sum of the Purchase Price and Environmental Consultant Reimbursement and Buyer's share of any Escrow closing costs and prorations shall be returned to Buyer.

(b) Cause Seller's Grant Deed for the Property (with documentary transfer tax information to be affixed after recording) to be recorded in the Official Records of the County.

(c) Deliver the Seller's Affidavit to Buyer.

(d) Deliver one (1) original General Assignment to Seller and one (1) original General Assignment to Buyer.

(e) Cause the Title Policy described in Section 6.1 above to be delivered to Buyer.

11. Escrow Cancellation. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand.

11.1. Charges. If the Close of Escrow fails to occur due to Seller's default, Seller shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur for any reason other than the foregoing, including the failure to obtain the approved Tentative Map, Buyer and Seller shall each pay one-half (1/2) of all Escrow cancellation charges, and each party shall release the other party from all liability hereunder for the failure of the Close of Escrow to occur, provided that the Deposit shall be returned to Buyer by Escrow Holder, together with all interest earned thereon in Escrow, or by Seller if previously released to Seller, and Escrow Holder shall return any other funds deposited by Buyer into Escrow less any Escrow cancellation charges. "Escrow cancellation charges" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

11.2. Default by Seller. In the event Seller shall default under any of the terms and provisions of this Agreement, Buyer shall have the right, but not the obligation, in addition to any other rights or remedies which it may have at law or in equity, to terminate Buyer's obligations under this Agreement and the Escrow created hereby. In the event of such termination by Buyer: (a) Buyer shall be entitled to the immediate refund of any funds deposited by Buyer into Escrow including all interest earned thereon.

11.3. **Seller's Liquidated Damages if Buyer Defaults**. **BUYER AND SELLER AGREE THAT IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX SELLER'S ACTUAL DAMAGES FOR, AMONG OTHER ITEMS, TAKING OR HAVING THE PROPERTY OFF THE MARKET, AND BUYER AND SELLER AGREE THAT THE AMOUNT OF THE DEPOSIT PREVIOUSLY RELEASED TO SELLER AND ALL INTEREST EARNED THEREON IN ESCROW IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO BUYER'S DEFAULT. IN ADDITION, BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT, AND SELLER DESIRES TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF SELLER WERE REQUIRED TO FILE A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO THE DEFAULT OF BUYER, THEN UPON THE WRITTEN DEMAND OF SELLER THIS AGREEMENT AND THE ESCROW SHALL BE TERMINATED AND CANCELLED. IN SUCH EVENT, (A) ESCROW HOLDER SHALL RETURN ALL DOCUMENTS AND INSTRUMENTS TO THE PARTIES WHO DEPOSITED SAME, (B) ALL TITLE AND ESCROW CANCELLATION CHARGES SHALL BE CHARGED TO BUYER, (C) BUYER SHALL RETURN ALL PROPERTY DOCUMENTS TO SELLER AND SHALL THEREAFTER REFRAIN FROM MAKING ANY USE OF ANY SUCH DOCUMENTS OR INFORMATION OBTAINED THEREFROM AND (D) BUYER SHALL PAY $2500.00 TO SELLER AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671 AND 1677 FOR BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY.**

SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BUYER'S DEFAULT SHALL BE LIMITED TO THE SUM OF $2500.00, AND SELLER HEREBY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO SPECIFIC PERFORMANCE THAT SELLER MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389, OR OTHERWISE).

_____ _____
Buyer's Initials Seller's Initials

12. Costs and Prorations.

12.1. Escrow and Other Costs. Subject to Section 10.1 above, Buyer agrees to pay all of Escrow Holder's escrow fees for the Escrow. Seller shall bear the cost of all documentary transfer taxes and any other City or County transfer taxes. Seller shall bear the cost of the CLTA title policy described in Section 6.1, if elected by Buyer, as well as the cost of any endorsements to the Title Policy. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be borne by Buyer.

12.2. Real Property Taxes and Assessments. All nondelinquent general and special real property taxes, bonds and assessments with respect to the Property shall be prorated through Escrow between Buyer and Seller as of the Closing based upon the latest available tax bills or tax information using customary escrow procedures. To the extent that the applicable tax assessor parcels, or any assessment district or other tax parcels, which have been established as of the Closing include both the Property hereunder and other adjacent real property, then the applicable nondelinquent general and special real property taxes, bonds and assessments shall be allocated between the Property hereunder and such other adjacent real property based on acreage. Finally, if the regular tax bill or bills for the Property for the fiscal year in which this Escrow closes are not available as of the Closing, Buyer and Seller shall re-prorate all such general and special real property taxes, bonds and assessments for the Property between themselves outside of Escrow based upon the then current fiscal year's regular tax bill or bills within thirty (30) days following the date such regular tax bill or bills are actually received by the parties. Any special assessments, district assessments or any other bonds and assessments with respect to the Property shall be paid in full by Seller.

12.3. Supplemental Real Property Taxes. With respect to any supplemental taxes assessed against the Property pursuant to California Revenue and Taxation Code Section 75, et seq., Buyer and Seller hereby agree between themselves that Seller shall be obligated to pay all such supplemental taxes assessed against the Property for any period prior to the Closing, and Buyer shall be obligated to pay all such supplemental taxes assessed against the Property for any period from and after the Closing.

13. Survivability. All covenants of Buyer or Seller which are intended hereunder to be performed in whole or in part after the Closing, and all representations, warranties and indemnities by either party to the other, shall survive the Closing and be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, successors and assigns.

14. Further Documents and Acts. Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

15. Miscellaneous.

15.1. Successors and Assigns. Buyer may assign its rights and obligations under this Agreement provided Buyer provides written notice of such assignment to Seller. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Buyer and Seller. As used in this Section, the term "successors" shall refer to the successors to all or substantially all of the assets of a party and to a party's successors by merger or consolidation.

15.2. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing (including facsimile communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed with confirming copy by mail, or mailed by United States mail (postage prepaid), registered or certified, return receipt requested, addressed as follows:

If to Buyer:
Sierra County Board of Supervisors
PO Box Drawer D
Downieville, CA 95936

If to Seller:
City of Santa Clara
City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050
Facsimile (408) 249-7846

Each notice shall be deemed delivered (1) on the date delivered if by personal delivery, (2) on the date of transmission if by facsimile, and (3) seventy-two (72) hours after deposit in the United States mail (postage prepaid) if by registered or certified mail. By giving to the other parties at least fifteen (15) days' written notice, the parties to this Agreement and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address.

15.3. Gender and Name. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

15.4. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and

exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

15.5. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

15.6. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

15.7. Governing Law. This Agreement and the Exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed in accordance with the laws of the State of California.

15.8. Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

15.9. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

15.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

15.11. Exhibits. All Exhibits to this Agreement are incorporated herein by this reference as though fully set forth in the body hereof.

15.12. Time References. Any references in this Agreement to time for performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable, unless otherwise explicitly indicated herein. In the event that the day on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, such action shall be taken on the next succeeding business day. Whenever notice, approval or disapproval must be given to Escrow Holder and Escrow Holder is closed on the last day for taking such action, then the parties shall have until 5:00 p.m. on the first following day Escrow Holder is open to take such action.

15.13. Construction of Agreement. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

15.14. Agreement Binding Only Upon Execution. The delivery of this Agreement in unexecuted form by Buyer to Seller does not constitute either the agreement of Buyer or an offer by Buyer to purchase the Property upon the terms and conditions set forth herein. As used herein, the term "Effective Date" shall refer to the date on which the last of Buyer and Seller have executed this Agreement.

15.15. Natural Hazardous Disclosure Statement. Three (3) business days prior to the Closing, Seller shall provide Buyer with a Natural Hazard Disclosure Statement ("Natural Hazard Disclosure Statement") pursuant to the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136, and any successor statutes or laws. Buyer acknowledges and agrees that nothing contained in the Natural Hazard Disclosure Statement shall release Buyer from its obligation to fully investigate the condition of the Property, including, without limitation, whether the Property is located in any natural hazard areas and that Buyer has the expertise to perform such investigations and has agreed to do so under the terms of this Agreement. Buyer further acknowledges and agrees that the matters set forth in the Natural Hazard Disclosure Statement may change on or prior to the Close of Escrow and that Seller has no obligation to update, modify, or supplement the Natural Hazard Disclosure Statement. Buyer shall be solely responsible for preparing and delivering its own Natural Hazard Disclosure Statement to subsequent prospective purchasers of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BUYER:
County of Sierra

By:

SELLER

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

All that real property in the unincorporated area of the County of Sierra, State of California, within the southwest quarter of Section 17, Township 21 North, Range 16 East, M.D.B.& M. more particularly described as follows:

Beginning at the southeast corner of Parcel No. 3, as shown on the Record of Survey for Sierra County filed in Book 4 of Maps and Surveys at Page 89, Sierra County Official Records; thence northerly along the easterly boundary of said Parcel No. 3, North 0°25'27" East 1123.56 feet to the northeast corner of said Parcel No. 3, said northeast corner also being the southeast corner of Parcel No. 2 as shown on said Record of Survey; thence along the boundary of said Parcel No. 2 the following three courses:

North 0°25'27" East 550.00 feet;
North 62°50' East 600.00 feet;
South 89°44'05" West 1140.00 feet

to the southeast corner of Parcel No. 1 as shown on said Record of Survey; thence along the easterly boundary of said Parcel No. 1, North 0°25'27" East 500.00 feet; thence leaving the boundary of said Parcel No. 1 along the following two courses:

North 89°44'05" East 2175.86 feet;
South 0°25'27" West 2450.00 feet

to a point on the south line of said Section 17, as shown on said Record of Survey; thence along said south line South 89°44'05" West 500.00 feet to the Point of Beginning.

Containing 49.06 acres, more or less.
APN 016-090-037 (a portion)

EXHIBIT "B"

HAZARDOUS MATERIALS DEFINITION

The term "Hazardous Material(s)" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to, those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations and any and all of those substances included within the definitions of "hazardous substances," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" in the (a) "CERCLA" or "Superfund" as amended by SARA, 42 U.S.C. Sec. 9601 et seq., (b) RCRA, 42 U.S.C. Sec. 6901 et seq., (c) CWA., 33 U.S.C. Sec. 1251 et seq., (d) CAA, 42 U.S.C. 78401 et seq., (e) TSCA, 15 U.S.C. Sec. 2601 et seq., (f) The Refuse Act of 1899, 33 U.S.C. Sec. 407, (g) OSHA, 29 U.S.C. 651 et seq. (h) Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., (i) USDOT Table (40 CFR Part 302 and amendments) or the EPA Table (40 CFR Part 302 and amendments), (j) California Superfund, Cal. Health & Safety Code Sec. 25300 et seq., (k) Cal. Hazardous Waste Control Act, Cal. Health & Safety Code Section 25100 et seq., (l) Porter-Cologne Act, Cal. Water Code Sec. 13000 et seq., (m) Hazardous Waste Disposal Land Use Law, Cal. Health & Safety Code Sec. 25220 et seq., (n) "Proposition 65," Cal. Health and Safety Code Sec. 25249.5 et seq., (o) Hazardous Substances Underground Storage Tank Law, Cal. Health & Safety Code Sec. 25280 et seq., (p) California Hazardous Substance Act, Cal. Health & Safety Code Sec. 28740 et seq., (q) Air Resources Law, Cal. Health & Safety Code Sec. 39000 et seq., (r) Hazardous Materials Release Response Plans and Inventory, Cal. Health & Safety Code Secs. 25500-25541, (s) TCPA, Cal. Health and Safety Code Secs. 25208 et seq. and (t) regulations promulgated pursuant to said laws or any replacement thereof, or as similar terms are defined in the federal, state and local laws, statutes, regulations, orders or rules. Hazardous Materials shall also mean any and all other substances, materials and wastes which are, or in the future become regulated under applicable local, state or federal law for the protection of health or the environment, or which are classified as hazardous or toxic substances, materials or wastes, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetracholoethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, and all Hazardous Materials, including without limitation, all federal or state superfund or environmental clean-up statutes.

7/15/14

7D-1

MINUTES OF THE SPECIAL MEETING OF THE SENIOR ADVISORY COMMISSION MAY 19, 2014

COMMISSIONERS PRESENT:	Wanda Buck, Dwight Collins, Frank Kadlecek, Sam Orme, Alice Pivacek
COMMISSIONERS ABSENT:	ArLyne Diamond, Bobbie Estrada
STAFF PRESENT:	Eloiza Murillo-Garcia, Acting Housing & Community Services Division Manager Phil Orr, Recreation Supervisor-Senior Center
GUESTS:	None

MATTERS FOR COUNCIL ACTION – None

I. CALL TO ORDER: – The meeting was called to order by Chair Pivacek.

II. ROLL CALL: – Commissioners Estrada and Buck's absence were excused.

III. MINUTES OF THE APRIL 28, 2014 MEETING: – On a motion made by Commissioner Orme and seconded by Commissioner Buck the meeting minutes were approved as revised.

IV. APPROVAL OF THE ORDER OF THE MEETING AGENDA: – On a motion made by Commissioner Buck and seconded by Commissioner Kadlecek the agenda was approved as presented.

V. CORRESPONDENCE/COMMUNICATIONS: – None

VI. COMMISSIONER'S REPORTS:

A. Commissioner Buck is interested in Project Cornerstone's 41 developmental assets.
B. Commissioner Orme is interested in how Project Cornerstone's 41 developmental assets may apply to seniors.

VII. STAFF REPORTS

A. Supervisor Orr announced the updated Senior Center web site will be launched today and new Commission officers will be elected at the July meeting.

VIII. OLD BUSINESS: None

IX. NEW BUSINESS:

A. Identify issues to discuss and focus on for 2014-2015.

i. Commissioner Kadlecek is interested in identifying and employing effective methods to solicit input from Santa Clara seniors on matters of importance to them. He is interested in recommending changes to the Senior Advisory Commission's mission statement in the Commission Handbook.

ii. Commissioner Orme is interested in focusing on organizational development issues including: mission statement, philosophy, and goals. Answer the question, "How can the City plan for seniors?" He is interested in planning an ideal community for seniors.

iii. Commissioner Buck is interested in branding the City for seniors as well as developmental assets.

iv. Commissioners Buck, Orme, and Kadlecek are interested in real housing options for seniors on a budget including co-housing and mini-housing.

v. Commissioners Buck and Kadlecek are interested in affordable and convenient transportation options for those who do not drive.

X. PUBLIC PRESENTATIONS: – None

XI. CONFERENCE AND TRAVEL AB1234: – No report.

There being no further business the meeting was adjourned. The next regular meeting is scheduled for June 23, 2014 at 10:00 a.m., at the Santa Clara Senior Center, Room 232.

Prepared by:

DWIGHT COLLINS
Secretary

PHILIP M. ORR
Staff Liaison

7/15/14 7D-2

MINUTES OF THE REGULAR MEETING OF THE PARKS & RECREATION COMMISSION
April 15, 2014

COMMISSIONERS PRESENT: Chuck Blair; Ray Gamma; George Guerra; Mike O'Halloran; Roseann LaCoursiere; Tino Silva; and, Kevan Michael Walke.

COMMISSIONERS ABSENT: None.

STAFF: James Teixeira, Parks & Recreation Director; Dale Seale, Deputy Parks & Recreation Director; and, Patricia Lord, Recreation Manager.

PUBLIC: Four members of the public.

MATTERS FOR COUNCIL ACTION— None. Recommendations brought forward by separate agenda, regarding a new housing development impact fee ordinance.

I. CALL TO ORDER/ ROLL CALL/ ORDER OF AGENDA

The meeting was called to order by Mike O'Halloran at 7:00 p.m. The Commission approved the order of the agenda and requested updates on the status of the Youth Soccer Park and the BMX site. Staff & Commissioner LaCoursiere provided update.

II. APPROVAL OF MINUTES

On a motion by Commissioner Walke and second by Commissioner LaCoursiere the Commission approved (6-0-1) the minutes of the Regular Meeting held on March 18, 2014 as amended.

III. CORRESPONDENCE/COMMUNICATIONS

A. The Commission reviewed recent Council actions from: March 18, 2014 related to Central Park Pond improvements; March 25, 2014 related to a donation and approval of the Commission recommendation to dedicate the new park at Worthington Circle on May 17, 2014; approval of a new Capital Improvement Project for Youth Soccer Fields and Athletic Facilities and establishing a Council Ad Hoc Committee to work with stakeholders on the issue; and April 8 related to acceptance of a donation. B. The Commission reviewed correspondence.

IV. OLD BUSINESS

A. Update – Youth Soccer & Athletic Facilities Planning, Design & Engineering RFP: The Commission discussed the Request for Proposal that was issued and the expedited process and schedule. After significant discussion about the Commission's desire to see a full sports complex developed, rather than just soccer fields, on a motion by Commissioner Silva and second by Commissioner Guerra, the Commission recommended (7-0) that the Commission add an item under New Business for discussion and potential action on the May 20, 2014 Parks & Recreation Commission agenda, to recommend that Council consider developing a sports complex at Ulistac Natural Area.

B. Update – International Swim Center & Swimming Hall of Fame Program Study: The Council Goals session will be rescheduled. A report on the ISC-ISHOF will be provided to Council.

C. Reed Street Dog Park: The Commission reviewed the current Facility Use Information for the Reed Street Dog Park (handout) and discussed rules #4, 10, and 11. On a motion by Commissioner LaCoursiere and a second by Commissioner Walke, the Commission voted (7-0) to approve the Reed Street Dog Park Facility Use Information, with the exception of item #4. The Commission recommends that the City Attorney's Office review a proviso and provide clarification for the Dog Park rules regarding adult supervision of anyone under the age of thirteen.

V. NEW BUSINESS

A. Recommendation to Adopt a New Housing Development Impact Fee Ordinance: Director Teixeira provided a presentation on the "Housing Development Impact Fee Draft Ordinance for Park Acquisition & Development." The presentation included draft information from the Willdan Financial Services Nexus study and draft ordinance language for comment and feedback. A representative of the Building Industry Association raised concerns about the staff presentation and draft data including: the park facility inventory, the fee calculations, park acres per 1000 population, application of the Quimby Act, the value of an acre of land, current park service level, and the density of dwelling units. On a motion by Commissioner Silva and a second by Commissioner LaCoursiere, the Commission voted (7-0) to recommend that Council adopt a new housing development impact fee ordinance, with a maximum credit for on-site parks and recreation amenities limited to 50% of applicable fees and an accelerated timeline for phasing in the full impact fee.

B. Art & Wine Festival Planning: The Commission deferred discussion of the beer, wine, glass vendor order and consideration of the Non-Profit Organization Volunteers and applications for funding to the next commission meeting.

VI. STAFF REPORTS

A. Director Teixeira & Deputy Director Seale provided updates on Parks & Cemetery Projects. Deputy Director Seale commented that at Montague Park, the redwood trees that have declined are still good for timber. The Parks Division is considering getting vendors to bid on purchasing the trees from the City for timber. B. Recreation Manager Lord provided Recreation Program Updates and reminded Commissioners of the New Park Dedication May 17, 2014.

VII. COMMISSIONERS' REPORTS

Commissioner Gamma--- None.

Commissioner LaCoursiere— Attended the Sister Cities event and Related. Mentioned various PAL issues and a recent letter in the *Santa Clara Weekly*.
Commissioner Walke— Visited BMX with Roseann, Washington Park, and Central Park. Noted the shopping carts program. There are new trees at Earl Carmichael Park.
Commissioner Guerra— Homestead Little League field looks great. Commissioner Guerra thanked Parks & Recreation for placing additional trash cans at the rear section of Bowers Park to reduce litter.
Commissioner Blair— Visited Washington Park

Commissioner Silva— None.

Commissioner O'Halloran—The Senior Center is well-used; the parking lot was full during his visit.

Visited the new park at Midtown Village and Parkway Park. The SOFNA group will be donating two thousand dollars toward the Parkway Park beautification event which will also be on May 17, 2014 in the morning.

VIII. CONFERENCE & ATTENDANCE REPORTS—None.

IX. PUBLIC PRESENTATIONS—None (See item V.A. above).

X. ADJOURNMENT—The Commission adjourned at 9:45 pm to the next regularly scheduled meeting in the City Hall Cafeteria.

Prepared by: Patricia Lord
Patricia Lord
Recreation Manager

Reviewed by: Karen Brown
Roseanne LaCoursiere
Commission Secretary

7/15/14

7D-3

MINUTES OF THE REGULAR MEETING OF THE PARKS & RECREATION COMMISSION
March 18, 2014

COMMISSIONERS PRESENT: Chuck Blair; George Guerra; Mike O'Halloran; Roseann LaCoursiere; Tino Silva; and, Kevan Michael Walke.

COMMISSIONERS EXCUSED: Ray Gamma

STAFF: James Teixeira, Parks & Recreation Director; Dale Seale, Deputy Parks & Recreation Director; and, Patricia Lord, Recreation Manager.

PUBLIC: Chan Hendermeister.

CONSULTANTS: Gary Hover, Verde Design, Inc.; and, Carlos Villareal, Willdan Financial Services.

MATTERS FOR COUNCIL ACTION— None. Recommendations brought forward by separate agenda, regarding three soccer fields and sports facilities.

I. CALL TO ORDER/ ROLL CALL/ ORDER OF AGENDA

The meeting was called to order by Mike O'Halloran at 7:00 p.m. The Commission approved the order of the agenda and requested updates on the status of the Youth Soccer Park and the BMX site.

II. APPROVAL OF MINUTES

On a motion by Commissioner LaCoursiere and second by Commissioner Walke, the Commission approved (6-0) the minutes of the Regular Meeting held on February 18, 2014 as amended.

III. CORRESPONDENCE/COMMUNICATIONS

Director Teixeira referred to information included in the Commission binders related to Santa Clara Sister Cities and an invitation by the Youth Commission to participate in the Intergenerational Dance, presented by Youth Commission.

IV. OLD BUSINESS—None.

V. NEW BUSINESS

A. Staff Presentation—Youth Sports Complex Needs Assessment & Feasibility Study: Director Teixeira introduced Gary Hover of Verde Design, Inc. who gave a presentation on the Youth Sports Complex Needs Assessment and Feasibility Study. The study identified several sports that have a growing need for facilities, including soccer. Mr. Hover provided a recap of the public input process and a visual representation of the youth sports needs; the conceptual design included components that could be co-located at one larger site (28.6 acres) or potentially dispersed among several smaller sites. The Commission discussed the challenges in identifying a single site adequate in size to accommodate all the sports facilities needed in Santa Clara. The Commission expressed its concerns related to access

to Youth Soccer Park and immediate need for fields as well as the desire to see all of the needed facilities built. On a motion by Commissioner Silva and seconded by Commissioner Guerra, the Commission (6-0) voted to recommend that Council make completion of three (3) additional soccer fields an immediate priority in addition to developing the other sports facilities identified in the Santa Clara Youth Sports Complex needs assessment.

B. Staff Presentation—New Housing Development Impact Fee Nexus Study: Director Teixeira gave a presentation on the required Nexus Study in support of the Council Goal to develop a New Housing Development Impact Fee Ordinance. Carlos Villareal, Willdan Financial Services consultant provided information on the findings of the nexus study and the basis for development of an impact ordinance. The City of Santa Clara's level of service is 4.65 acres of park and open space per 1000 residents. Due to the projected population impacts of new housing development (over 37,000 new residents) anticipated in the General Plan 2010, new parks and recreation facilities will be needed to meet their needs. All of the comparable cities in the County have development impact ordinances and require a dedication of a set number of park acres per 1000 residents; municipalities often allow for payment of a fee in lieu of parkland dedication and provide a percentage credit for permanent on-site parkland and/or private amenities (such as playgrounds, swimming pools, fitness areas and clubhouse). The Commission was advised that the item and a draft ordinance would be proposed for Commission comment and recommendation to Council. The Commission noted a concern for amounts of credit above 50% for on-site amenities, since it serves and is accessible by tenants only, not the general public; whereas public parks serve all City residents without distinction and City parks will be impacted by the new developments. The Commission shared its view that new development should pay its fair share for new parks and recreation facilities and not degrade existing facilities. The potential development of the Santa Clara Golf & Tennis Club site was noted and the Commission expressed interest in discussion of the community benefits and park & recreation facilities planned in the new proposed development as the projects move forward.

C. Update—International Swim Center and Swimming Hall of Fame Program Study: `A focus group meeting will be held on Wednesday, March 26, 2014 from 10:30 am to noon, at the Berman Building in Santa Clara. The meeting will review information from the clubs, consultant studies and staff.

D. Review—Reed Street Dog Park Rules: On a motion by Commissioner Walke and seconded by Commissioner Silva, the Commission voted (6-0) to table this discussion to the next meeting when Commissioner Gamma is present.

E. Update—Santa Clara Golf & Tennis Club (SCG&TC) Event Parking Project: The completion of the parking improvements at SCG&TC will be completed shortly. Alternate sites were provided for the Santa Clara Clubs, including high school golfers during the temporary closure. The City continues its collaboration with American Golf to operate the facility; parking on the course for Stadium games and events will be operated by another vendor.

VI. STAFF REPORTS

A. Park & Cemetery Divisions Project Updates: Deputy Director Seale reported that the bull pen pitching areas on Fatjo Field were completed; the Montague Park restroom vandalism was being repaired; and, over 80 trees were planted at parks. The parks irrigation schedules have been reduced as part of the departmental water conservation effort. The Central Park Pond Natural Wetlands Water Filtration project will begin in April with draining, cleaning and set up of a fenced project set up area.

B. Recreation Facility & Program Updates: Deputy Director Seale reported that the park dedication will take place on May 17; with a tentative time starting at noon.

C. Special Event Updates: The next city-wide event will be the annual Easter Egg Hunt at Central Park on April 19 at 10 a.m. "sharp."

VII. COMMISSIONERS' REPORTS

Commissioner LaCoursiere—Santa Clara Police Activities League has met with Related of Santa Clara to discuss the PAL BMX track and parcel leased from the City. Discussions are ongoing.

Commissioner Walke—Visited Washington Park and reported that the scoreboard is working. At Earl Carmichael Park, the new trees look good.

Commissioner Guerra—Reported that Homestead Little League ball field looked great for opening day. Thanks to Director Teixeira and Deputy Director Seale.

Commissioner Blair—Met with City Parks staff and offered to assist with training and care of the fields. Director Teixeira stated that staff would look into scheduling a training that could potentially be an annual event.

Commissioner Silva—Reported that he enjoys Reed Street Dog Park with his family. Thanks to Director Teixeira for providing assistance for high school golfers during closure of SCG&TC.

Commissioner O'Halloran—Reported that most of the parks are in good shape. He visited Agnew Historic Landmark, Parkway Park and the par course. The South of Forest Neighborhood Association is raising funds to support Parkway Park improvements.

VIII. CONFERENCE & ATTENDANCE REPORTS—None.

IX. PUBLIC PRESENTATIONS & COMMENTS—Resident commented that they support the continued restoration of Ulistac.

X. ADJOURNMENT—On a motion by Commissioner Silva, and a second by Commissioner Walke, the Commission adjourned at 9:33 pm.to the next regularly scheduled meeting in the City Hall Staff Conference Room.

Prepared by: Patricia Lord JT.
Patricia Lord
Recreation Manager

Reviewed by: Karen Brown for
Roseanne LaCoursiere
Commission Secretary

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8A

Santa Clara All-America City 2001

DATE: July 1, 2014

TO: City Manager for Council Action

FROM: Director of Planning and Inspection

SUBJECT: Public Hearing for the Great America Office Expansion Project located at 4301, 4401 and 4551 Great America Parkway:
1. Adopt Resolution to Certify Environmental Impact Report (EIR), Adopt a Statement of Overriding Considerations (SOC), and Adopt Mitigation Monitoring or Reporting Program (MMRP);
2. Adopt Resolution to Approve the Rezone of the properties from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development, subject to conditions; and
3. Pass to Print an Ordinance for the Development Agreement between the City of Santa Clara and SI 34, LLC.
[CEQ2007-01051/SCH# 2012092041, PLN2007-06715, PLN2008-07324]

EXECUTIVE SUMMARY:

The proposed project is the rezoning of two adjacent parcels under single ownership to Planned Development (PD) and a 15-year Development Agreement (DA) to secure the proposed development entitlement for up to 718,000 square feet (sf.) of office space for a net increase of 600,000sf. of office use on a developed site with 418,000sf. of existing office area. The project proposes a maximum build-out of up to 1,018,000sf. of office development and includes the construction of surface and structured parking facilities at a ratio of 3.3/1,000, for a total of 3,360 parking spaces on the project site.

The project was reviewed at a noticed public hearing by the Planning Commission on June 18, 2014. The Commission discussed concerns related to the absence of a specified minimum requirement for new office development on the site and the definitive locations and design of the proposed structures, site circulation and landscaping. The proximity of new development to noise sources at the adjacent Great America Theme Park was also discussed. Following public testimony, consideration of all submitted information and deliberation, the Planning Commission recommended (7-0-0) that the City Council: 1) Certify the EIR, adopt the SOC, and adopt the MMRP; 2) Approve the rezone from MP and PD/MP to PD with the following modification to Condition P3 as follows:

> Submit plans for final architectural review and conceptual landscape plan to the Planning Department consistent with the development standards approved as part of the project for Architectural Committee review and approval of site layout, building design and materials, circulation, landscaping, and lighting prior to issuance of building permits. Include color palette and materials board;

and 3) Adopt an Ordinance to approve a Development Agreement between the City of Santa Clara and SI 34, LLC, with the same modification to Condition of Approval P3 as above.

Public agency comments have been submitted in response to the DEIR from the County of Santa Clara Department of Environmental Health, Norman Y. Mineta San Jose International Airport, Caltrans, Santa Clara Valley Transportation Authority and County of Santa Clara Roads and Airports Department. These letters and responses are incorporated as part of the Final Environmental Impact Report. The DEIR and FEIR were previously distributed to the City Council.

Notice of public hearings have been posted within 500 feet of the site and mailed to property owners within 500 feet of the project site and to interested parties. Notice of the hearing was published in the *Santa Clara Weekly* on July 2, 2014. The full administrative record is available for review during normal business hours in the Planning Division office at City Hall, 1500 Warburton Avenue, Santa Clara.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The project is an infill development that intensifies an underutilized office/R&D site with Class A office buildings in proximity to commercial uses, corporate campuses, service businesses, transportation corridors and transit connections. Advantages of the project include the intensification of office development and employment closer to the intended range identified by the General Plan designation for the site. The disadvantages to the project are the significant unavoidable traffic impacts at the Bowers Avenue/Augustine Drive intersection and 11 directional freeway segments. The project would create additional job opportunities that foster economic growth and contribute to the City's tax base. Public benefits of project development include concentration of office development adjacent to transportation corridors and the Tasman Light Rail extension; as well as, a reduction of vehicle miles traveled by concentrating employment in proximity to residential development in the City and TDM program to reduce employee work trips. The project also provides fair share contributions to planned traffic improvements at the Bowers Avenue/Central Expressway intersection and the Mission College Boulevard/Montague Expressway cloverleaf interchange. The project also contributes payment of $1.00 per square foot of development in local traffic impact fees and $1.00 per square foot of development in regional traffic impact fees. The public benefits provided by the project outweigh the impacts of project development.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council take the following actions for the Great America Office Expansion Project located at 4301, 4401 and 4551 Great America Parkway to:

1. Adopt a Resolution to Certify the Environmental Impact Report (EIR), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring or Reporting Program for the Great America Office Expansion Project.
2. Adopt a Resolution to Approve the Rezone from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) to construct up to 718,000sf. of new office space in up to two new buildings for a maximum build-out of 1,018,000sf. of office development; up to two, six-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; potential demolition of an existing 118,000sf. office building; and landscaping and site improvements.
3. Pass to Print an Ordinance approving a Development Agreement between City of Santa Clara and SI 34, LLC.

[CEQ2007-01051/SCH# 2012092041, PLN2007-06715, PLN2008-07324]

Kevin L. Riley
Director of Planning and Inspection

APPROVED:

Mary Cmeling for
Julio J. Fuentes
City Manager

Documents Related to this Report:

1) ***City Council Resolution – Environmental Impact Report***
2) ***City Council Resolution – Planned Development Rezoning***
3) ***City Council Ordinance – Development Agreement***
4) ***Findings of Fact and Statement of Overriding Considerations***
5) ***Environmental Impact Report (previously distributed)***
6) ***Mitigation Monitoring and Reporting Program***
7) ***Conditions of Planned Development Rezoning Approval***
8) ***Development Agreement***
9) ***Planning Commission Staff report of June 18, 2014***
10) ***Draft Excerpt Planning Commission Meeting Minutes of June 18, 2014***
11) ***Development Plans***

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, MAKING FINDINGS WITH RESPECT THERETO, AND ADOPTING A MITIGATION MONITORING OR REPORTING PROGRAM AND A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE GREAT AMERICA OFFICE EXPANSION PROJECT LOCATED AT 4301, 4401 AND 4551 GREAT AMERICA PARKWAY, SANTA CLARA

SCH# 2012092041
Environmental Impact Report (CEQ2007-01051)
PLN2007-07715 (Rezone)
Development Agreement (PLN2008-07324)

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

WHEREAS, Sobrato Development Companies ("Applicant") on behalf of SI 34, LLC ("Owner") has made an application to intensify office development on two contiguous parcels totaling 18.5 acres located at 4301, 4401 and 4551 Great America Parkway, which are currently developed with 418,000 square feet of office space in three multi-story office buildings, paved parking areas, landscaping and site improvements ("Project Site");

WHEREAS, the application proposes to rezone the Project Site from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) to allow construction of up to 718,000 square feet of new office space in up to two (2) new six to 12-story buildings for a maximum build-out of 1,018,000 square feet of office development; up to two (2) six level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; installation of landscaping and site improvements; and potential demolition of an existing 118,000 square foot office building on the Project Site ("Project"), as shown on the attached Conceptual Development Plans, and conditioned in the attached Conditions of Approval;

WHEREAS, the Project approvals will include Resolution No. _____ ("Rezoning Resolution"); Ordinance No. _____ ("Development Agreement Ordinance"); and this California Environmental Quality Act ("CEQA") Resolution (collectively, the "Approvals");

WHEREAS, on September 19, 2012, the City distributed a Notice of Preparation of a Draft Environmental Impact Report ("DEIR") and posted the Notice at the Santa Clara County Clerk's office, soliciting guidance on the scope and content of the environmental information to be included in the DEIR;

WHEREAS, the DEIR was prepared and the City circulated copies of the DEIR to the public agencies which have jurisdiction by law with respect to the Project, as well as to other interested persons and agencies, and the City sought comments from such persons and agencies for forty-five (45) days, beginning on June 17, 2013 and concluding on August 1, 2013 ("Comment Period");

WHEREAS, the City prepared written responses to the comments received during the Comment Period and included these responses in a Final Environmental Impact Report (FEIR) (SCH# 2012092041). The FEIR consists of: a list of agencies and organizations to whom the DEIR was sent, a list of the comment letters received on the DEIR, revisions to the text of the DEIR, responses to comments received on the DEIR, copies of comment letters, and a Mitigation Monitoring or Reporting Program ("MMRP"), as attached. The FEIR was subsequently circulated for a 10-day review period beginning on October 25, 2013, and concluding on November 6, 2013;

WHEREAS, the Planning Commission reviewed the EIR at a duly noticed public hearing on June 18, 2014, and voted to recommend that the City Council certify the EIR and adopt the MMRP and a Statement of Overriding Considerations;

WHEREAS, the City Council has reviewed the EIR prepared for the Project, City Staff reports pertaining to the EIR and all evidence received at a duly noticed public hearing on July 15, 2014. All of these documents and evidence are herein incorporated by reference into this Resolution;

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

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

WHEREAS, the City is required whenever possible, pursuant to CEQA, to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects of the Project;

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

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

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

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

WHEREAS, the significant effects that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures will necessarily remain significant and unavoidable;

WHEREAS, the City Council has determined, for the reasons set forth in the Findings of Fact and Statement of Overriding Considerations, that as a result of specific economic, legal, and social considerations, none of the alternatives addressed in the EIR would be both feasible and environmentally superior to the Project as proposed;

WHEREAS, Public Resources Code § 21081, subdivision (b) and CEQA Guidelines § 15093 require the City Council to adopt a Statement of Overriding Considerations before approving a project with significant unavoidable environmental effects;

WHEREAS, the City Council has determined that, despite the occurrence of significant unavoidable environmental effects associated with the Project, as mitigated and adopted, there exist certain overriding economic, social and other considerations for approving the Project which justify the occurrence of those impacts and render them acceptable; and,

WHEREAS, attached hereto are provided the CEQA Findings of Fact and Statement of Overriding Considerations specifying the economic, social and other benefits that render acceptable the significant unavoidable environmental effects associated with the mitigated Project.

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

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

2. The City Council hereby finds that the EIR has been completed in compliance with CEQA.

3. The City Council hereby finds that the EIR was presented to the Council, that the Council reviewed and considered the information and analysis contained therein prior to project approval, and that the EIR reflects the Council's independent judgment and analysis.

4. The City Council finds, pursuant to Public Resources Code Section 21081 and California Code of Regulations, Title 14, Section 15091, that many of the proposed mitigation measures described in the EIR are feasible, and therefore will become binding upon the City and affected landowners and their assigns or successors in interest when the Project is approved.

5. In order to comply with Public Resources Code Section 21081.6, the City Council hereby adopts the Mitigation Monitoring or Reporting Program attached hereto. The Program is designed to ensure that, during project implementation, the City, affected landowners, their assigns and successors in interest and any other responsible parties comply with the feasible mitigation measures identified. The Mitigation Monitoring or Reporting Program identifies for each mitigation measure the party responsible for implementation.

6. That the City Council finds that the EIR sets forth project-level environmental impacts that are significant and unavoidable that cannot be mitigated or avoided through the adoption of feasible mitigation measures or feasible alternatives. As to these impacts, the City Council finds that there exist certain overriding economic, social and other considerations for approving the Project that the City Council believes justify the occurrence of those impacts.

7. Based on the findings set forth in this Resolution and the evidence in the City Staff Report, the City Council approves and certifies the EIR, adopts the Mitigation Monitoring or Reporting Program, and adopts the Findings of Fact and Statement of Overriding Considerations, all in accordance with CEQA.

8. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Development Plan
2. Conditions of Approval
3. Mitigation Monitoring or Reporting Program
4. Findings of Fact and Statement of Overriding Considerations

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, REZONING THE PROPERTIES LOCATED AT 4301, 4401 AND 4551 GREAT AMERICA PARKWAY, SANTA CLARA FROM PLANNED INDUSTRIAL (MP) AND PLANNED DEVELOPMENT/PLANNED INDUSTRIAL (PD/MP) TO PLANNED DEVELOPMENT (PD)

SCH# 2012092041
Environmental Impact Report (CEQ2007-01051)
PLN2007-07715 (Rezone)
Development Agreement (PLN2008-07324)

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

WHEREAS, Sobrato Development Companies ("Applicant") on behalf of SI 34, LLC ("Property Owner") made an application to intensify office development on two contiguous parcels totaling 18.5 acres at 4301, 4401 and 4551 Great America Parkway, which are currently developed with 418,000 square feet of office space in three multi-story office buildings, paved parking areas, landscaping, and site improvements ("Project Site");

WHEREAS, the Project site is currently zoned as Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP);

WHEREAS, in order to effectuate the development application and its intensification in use, the Project Site needs to be rezoned to a Planned Development (PD) Zone to allow the construction of up to 718,000 square feet of new office space in up to two (2) new six to 12-story buildings for a maximum build-out of 1,018,000 square feet of office development; up to two (2) six-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; installation of landscaping and site improvements that will result in a net increase of 600,000 square feet of new office development on the Project Site ("Project"), as shown on the attached Conceptual Development Plans ("Plans") and incorporated herein by this reference;

WHEREAS, the Property Owner has simultaneously filed an application to enter into a Development Agreement with the City to secure the terms and conditions of the proposed Project development;

WHEREAS, an Environmental Impact Report (EIR) was prepared, distributed and noticed for public review and comment of the potential environmental impacts related to Project development, in conformance with the California Environmental Quality Act and mitigation measures identified and incorporated into the Project to reduce potential impacts to less than significant levels as specified in the attached Mitigation Monitoring or Reporting Program (MMRP) for the Project;

WHEREAS, the EIR identified significant traffic impacts with Project development that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures and will remain significant and unavoidable, and a Statement of Overriding Considerations of significant unavoidable traffic impacts prepared for City Council consideration and adoption;

WHEREAS, at its June 18, 2014 meeting, the Planning Commission held a duly noticed public hearing and voted to recommend that the City Council approve the requested rezoning; and

WHEREAS, on July 15, 2014, the City Council held a duly noticed public hearing to consider the rezoning application.

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. The City Council rezones the Project Site, as shown on the attached Plans and conditioned in the attached Project Conditions of Approval, incorporated by this reference, from

MP and PD/MP to PD to allow the construction of up to 718,000 square feet of new office space in up to two (2) 12-story buildings for a maximum build-out of 1,018,000 square feet of office development; up to two (2) six-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; installation of landscaping and site improvements that will result in a net increase of 600,000 square feet of new office development on the Project Site.

3. Pursuant to SCCC Section 18.112.010, the City Council determines that the following findings exist in support of the rezoning:

A. The proposed zone change will conserve property values; protect or improve the existing character and stability of the area in question; and will promote the orderly and beneficial development of such area, in that the site involves infill development of two contiguous underutilized parcels (under single ownership) designated for high intensity office/research and development use with quality high-rise office development, associated parking, site circulation, and landscaping. The proposed project includes public and private improvements that serve the site and surrounding area. The design scheme of the Project will be reviewed and approved by the City's Architectural Review Committee for compatibility with surrounding development and consistency with the City's Architectural Design Guidelines for Office Campus Developments.

B. The proposed zone change is required by public necessity, public convenience, or the general welfare of the City, in that:

i. The zone change would allow development of a high intensity office campus in proximity to major transportation corridors, housing and services and provide employment opportunities and economic benefits to the City's tax base and General Fund;

C. The proposed rezoning would allow imaginative planning and design concepts to be utilized which would otherwise be restricted in other zoning districts, in that the zone change from MP and PD/MP to PD allows alteration of the existing site layout and building heights to achieve high-intensity office development up to 12-stories in height and a higher Floor Area Ratio of office development, consistent with the General Plan designation for the Project Site, The increase in building height allows construction of a reduced building footprint for conservation of permeable land area for landscaping, passive and active open space, and stormwater treatment consistent with the policies and goals of the General Plan.

D. The existing zoning is inappropriate or inequitable in that the project site is located in the North Bayshore Area of the City where higher employment is contemplated in the General Plan and where the existing zoning does not allow for the building heights necessary to achieve higher density development. The existing zoning limits maximum building height to 70 feet and would not allow the additional height needed for 12-story construction that is in current market demand, and reflective of current Bay Area property values and land and development costs that require land to be used more efficiently at higher densities. The project provides development consistent with the General Plan and the City's long term development goals.

4. That, based on the findings set forth in this Resolution, the EIR Resolution, the evidence in the City Staff Report, and all evidence presented at the hearing, the City Council hereby rezones the Project Site as set forth herein.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it

would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. 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 _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Plans
2. Conditions of Approval

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND SI 34, LLC FOR THE GREAT AMERICA OFFICE EXPANSION PROJECT LOCATED AT 4301, 4401, AND 4551 GREAT AMERICA PARKWAY, SANTA CLARA

SCH# 2012092041
CEQ2007-01051 (Environmental Impact Report)
PLN2007-07715 (Rezone)
PLN2008-07324 (Development Agreement)

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

WHEREAS, California Government Code sections 65864 through 65869.5 ("Development Agreement Act") authorize cities to enter into binding development agreements with owners of real property and these agreements govern the development of the property;

WHEREAS, SI 34, LLC ("Developer") requested that the City of Santa Clara ("City") enter into the type of agreement contemplated by the Development Agreement Act;

WHEREAS, City staff negotiated and recommend for approval a Development Agreement subject to specific conditions of approval, attached hereto and incorporated herein by this reference ("Development Agreement"), with Developer in connection with the proposed office campus expansion located at 4301, 4401 and 4551 Great America Parkway ("Project");

WHEREAS, the Project approvals will include Certification of the Environmental Impact Report ("EIR Resolution"), a Statement of Overriding Considerations of significant unavoidable traffic impacts of Project Development ("Findings of Fact and Statement of Overriding Considerations"), a rezoning of the Project Site from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) Zone to a Planned Development (PD) Zone, along with the adoption of this Development Agreement Ordinance;

WHEREAS, Santa Clara City Code section 17.10.160 requires the City Council to hold a public hearing before approving the Development Agreement;

WHEREAS, notice of the public hearing on the proposed Development Agreement to be conducted on July 15, 2014 was published in the Santa Clara Weekly, a newspaper of general circulation for the City, on July 2, 2014;

WHEREAS, notices of the public hearing on the Development Agreement were mailed to all property owners within 500 feet of the Project Site on July 3, 2014, according the most recent assessor's roll;

WHEREAS, the City Council reviewed the Development Agreement, and on July 15, 2014, conducted a public hearing, at which time all interested persons were invited to provide testimony and evidence, both in support of and in opposition to the proposed Development Agreement;

WHEREAS, before considering the Development Agreement, the City Council reviewed and considered the information contained in the Environmental Impact Report (SCH # 2012092041) and Statement of Overriding Considerations for significant unavoidable traffic impacts of Project Development that cannot be avoided or substantially lessened by the adoption of feasible mitigation measures; and,

WHEREAS, the Development Agreement complies with all requirements of Government Code section 65865.2.

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

SECTION 1: The City Council hereby approves the Development Agreement substantially in the form attached hereto and as referenced herein, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

SECTION 2: Pursuant to Government Code section 65867.5, the City Council hereby finds that the provisions of the Development Agreement are consistent with the General Plan, in that it supports urban design objectives by promoting the special design and campus-like site plan required in the Office/Research and Development designation and the economic development objectives of increased employment intensity.

SECTION 3: This ordinance, including the Development Agreement approval described in Section 1 above, is based in part on the findings set forth above, and the CEQA Findings Related to Approval of the Certification of the Environmental Impact Report ("EIR Resolution"), Statement of Overriding Considerations of significant unavoidable traffic impacts of Project development ("Findings of Fact and Statement of Overriding Considerations"), and a rezoning of the Project Site from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) Zone to a Planned Development (PD) Zone.

SECTION 4: The City Manager and/or his designee is hereby authorized and directed to execute the Development Agreement on behalf of the City, upon adoption of this Ordinance. The City Manager is further authorized and directed to perform all other acts, enter into all other agreements and execute all other documents necessary or convenient to carry out the purposes of this ordinance and the Development Agreement, including but not limited to conducting annual review of compliance as specified therein.

SECTION 5: Except as specifically set forth herein, this Ordinance suspends and supercedes all conflicting resolutions, ordinances, plans, codes, laws and regulations.

SECTION 6: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 7: This Ordinance shall not be codified in the Santa Clara City Code.

SECTION 8: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this _____ day of _____, 2014, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments Incorporated by Reference:
1. Development Agreement
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FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA requires the City to balance the benefits of the Project against its significant unavoidable environmental effects in determining whether to approve the Project. Since the EIR identifies project-level and cumulative significant traffic impacts of the Project that cannot feasibly be mitigated below a level of significance, the City must state in writing its specific reasons for approving the Project in a "statement of overriding considerations" pursuant to sections 15043 and 15093 of the CEQA Guidelines.

In making the statement of overriding considerations, "CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered 'acceptable'." (CEQA Guidelines, Section 15093(a).)

The EIR examines a maximum build-out scenario of up to 718,000 square feet of office development consisting of up to four office buildings three new office buildings development for a net increase of 600,000 square feet of office floor area on a developed site with 418,000 square feet of existing office area. The project proposes a maximum build-out of up to 1,018,000 square feet of office development in up to four high-rise office buildings; up to two parking structures and surface parking lots with a maximum total of 3,360 on-site parking spaces; landscaping and site improvements. The project includes a Development Agreement secure the development entitlement for a 15 year term.

Project Goals and Objectives

The objectives of the Project proponent are to:

1. Redevelop an underutilized infill site with approximately 600,000 square feet of net new office development.

2. Support the local high-tech economy by replacing obsolete buildings with buildings that are more attuned to the current and future needs of high-tech companies.

3. Strengthen the City's economy by attracting new high-tech companies to the area and providing additional office space to retain companies currently located within the boundaries of the City of Santa Clara.

4. Increase the density of office development on the site to efficiently use land in an existing area of the City designated for office/research and development use.

5. Provide office space in an area proximate to major transportation arterials, public transit, commercial services and workforce housing.

6. Support existing businesses and economic development in the project area by providing additional jobs close to transit connections, retail uses, and various other tenant amenities.

7. Support the City's role in the effort to balance regional land use by providing employment and economic development opportunities for residents of the City.

8. Promote quality job growth within the City consistent with 2010-2035 General Plan Policy 5.3.5-G1.

9. Support higher intensity employment centers that can take advantage of transit opportunities by concentrating jobs near existing transit facilities to reduce vehicle miles travelled consistent with 2010-2035 General Plan Policy 5.3.5-G2.

10. Support development of significant employment projects on major local and regional transportation corridors in the City of Santa Clara to minimize traffic on local streets and to facilitate use of transit se4rvices consistent with 2010-2035 general Plan Policy 5.3.5-G3.

These goals are in conformance with the City of Santa Clara's General Plan land use goals of encouraging a sound and diverse economic base within the City. A full range of office uses are encouraged by the General Plan.

The objectives of the City promulgated through the General Pan are to:

1. Promote quality job growth within the City consistent with General Plan Policy 5.3.5-G1.

2. Support higher intensity employment centers that can take advantage of transit opportunities by concentrating jobs near existing and planned transit facilities to reduce vehicle miles travelled consistent with General Plan Policy 5.3.5-G2.

3. Support development of significant projects on major local and regional transportation corridors in the City of Santa Clara to minimize traffic on local streets and to facilitate use of transit services consistent with General Plan Policy 5.3.5-G3. Support campus development that can take advantage of transit opportunities by concentrating jobs near existing transit facilities.

4. Support development of significant employment centers on major local and regional roadways to minimize traffic on minor local streets and to facilitate transit services.

Environmental Impact Analysis

The EIR found that the proposed maximum build-out scenario would cause significant, unavoidable project-level impacts at: i) the intersection of Bowers Avenue and Augustine Drive during the PM peak hour would continue to operate at LOS E with construction of planned traffic improvements with or without the project; and ii) six directional freeway segments during the AM peak hour and six directional freeway segments during the PM peak hour would continue to operate at LOS F without freeway widening for which there

is no regional funding collection program in place for project contribution. These project-level significant unavoidable impacts cannot all be avoided or reduced to less than significant without major alterations in scale of development on the project site that would make the project infeasible and would not obtain most of the stated project objectives.

CEQA requires that an EIR identify alternatives to the project as proposed and that these alternatives feasibly attain most of the basic objectives of the project while avoiding or substantially lessening any of the significant effects of the project. The EIR examined two alternatives focused on reducing or eliminating significant traffic impacts:

- No Project Alternative (CEQA-mandated alternative);
- Reduced Scale Alternative.

The EIR found that the Reduced Scale Alternative would reduce all the project's significant intersection and freeway segment impacts to a less than significant level, and is the environmentally superior alternative. The amount of development allowed under this alternative, however, would not meet the project objectives to create a high intensity employment center with build-out in density of office development on the site. Moreover, there are economic, legal, social, technological, and other benefits of the Project, as set forth below, which outweigh the unavoidable environmental effects.

Statement of Overriding Considerations

The City finds that each of the specific economic, legal, social, technological, environmental, and other considerations and the benefits of the Project independently outweigh the remaining significant, adverse impacts and is an overriding consideration independently warranting Project approval. The remaining significant adverse impacts identified above are acceptable in light of each of these overriding considerations:

(i) The Project is located in an urbanized area served by existing municipal; services and the physical development of the project site would localize employment in a central geographic area adjacent to major transportation corridors.

(ii) The Project will promote high quality job growth within the City of Santa Clara and the region.

(iii). The Project proposes a high quality office/research and development campus that will support development of employment on major local and regional roadways to minimize traffic on minor local streets and facilitate transit services.

(iv). The Project would further develop an underutilized site for high intensity, high quality office development and increase local employment and business opportunities for area residents, merchants and companies.

(v). The Project would allow development of the site at an intensity to support construction of infrastructure improvements that benefit public transportation, traffic circulation and pedestrian activity in the area of the project site.

(vi). The Project would include transportation demand management measures to serve employees and reduce vehicle miles traveled.

(vii) The Project would allow flexibility in the development standards associated with building heights and setbacks that support sustainable site planning for efficient use of office space and conservation of passive and active open space.

(viii) The Project will use environmentally sustainable practices ("green building") in project construction, promoting energy conservation, offset air quality and global climate change impacts.

For the foregoing reasons, the City finds that the Project's benefits would outweigh, and therefore override, any adverse environmental impact that could potentially remain after recommended mitigation measures are implemented. In making this determination, the City incorporates by reference the Findings of Fact set forth above, as well as all of the supporting evidence cited therein and in the administrative record.

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MITIGATION MONITORING AND REPORTING PROGRAM

Great America Office Campus Expansion Project

CITY OF SANTA CLARA

October 2013

PREFACE

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

The Environmental Impact Report (EIR) concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring and Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the EIR concluded that the impacts from implementation of the project would be less-than-significant.

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
TRANSPORTATION				
The Bowers Avenue and Augustine Drive intersection would operate at LOS E during the PM peak hour under background conditions. The addition of project traffic would cause the critical-movement delay at the intersection to increase by four or more seconds and the volume-to-capacity ratio (V/C) to increase by .01 or more during the PM peak hour under background plus project conditions.	At the intersection of Bowers Avenue and Augustine Drive, improvements consisting of the addition of a second southbound left-turn lane, a separate westbound right-turn lane, and a third eastbound left-turn lane have been identified as part of other approved development in the project area. The intersection would, however, continue to operate at LOS E during the PM peak hour with the planned improvements with or without the proposed project. There are no further feasible improvements at the intersection due to right-of-way constraints. Therefore, the project impact is significant and unavoidable.	Prior to the issuance of occupancy permits	3333 Bowers Avenue Project applicant and Equity Office Project applicant	Director of Planning and Inspection Director of Public Works
The Bowers Avenue and Central Expressway intersection would operate at LOS F during the PM peak hour under background conditions. The addition of project traffic would cause the critical-movement delay at the intersection to increase by four or more seconds and the volume-to-capacity ratio (V/C) to increase by .01 or more during the PM peak hour under background plus project conditions.	The significant impact at the Bowers Avenue and Central Expressway intersection could be satisfactorily mitigated by adding third eastbound and southbound left-turn lanes. With these improvements, the intersection would continue to operate at LOS F during the PM peak hour. The average vehicular delay; however, would be less than that under background conditions; therefore, the impact would be considered mitigated. While the intersection is under the jurisdiction of the County and not the City of Santa Clara, the City has discussed this improvement with the County and they are conceptually in agreement with the identified improvements which can be constructed within the existing roadway right-of-way. The City intends to add these improvements to the Capital Improvement Plan (CIP) and	Prior to the issuance of occupancy permits	Project applicant and Department of Public Works	Director of Planning and Inspection Director of Public Works

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	program funds toward their construction. A previously approved project has already been conditioned to contribute toward a portion of these improvements. The project will pay a fair share contribution towards the improvements; thereby reducing the project's impact to a less than significant level.			
The Mission College Boulevard and Montague Expressway intersection is expected to operate at LOS F during the AM peak hour under background conditions. The addition of project traffic would cause the critical-movement delay at the intersection to increase by four or more seconds and the volume-to-capacity ratio (V/C) to increase by .01 or more during the AM peak hour under background plus project conditions.	The Comprehensive County Expressway Planning Study identifies at-grade improvements at the Mission College Boulevard and Montague Expressway intersection as a Tier 1A priority along with the planned Tier 1B improvement of the US 101 and Montague Expressway partial cloverleaf interchange improvement project. The project will pay a fair share contribution toward these improvements. The effects of the planned improvements cannot be reflected in level of service calculations because the specific details of the interchange design are not available, but it is expected that the intersection would be improved to acceptable levels.	Fair share contribution payable prior to issuance of occupancy permits	Project applicant	Director of Planning and Inspection
AIR QUALITY				
Dust generated by grading and construction activities would result in a significant temporary impact.	During any construction ground disturbance, implement measures to control dust and exhaust. Implementation of the measures recommended by the Bay Area Air Quality Management District (BAAQMD), and listed below, would reduce the air quality impacts associated with grading and new construction to a less than significant level. The contractor shall implement the following Best Management	During all phases of project construction	Project applicant	Director of Planning and Inspection

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	Practices (BMPs) that are required of all development projects: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. • Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. • Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.			

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
Project construction activities would emit significant levels of criteria air pollutants that would affect local and regional air quality.	Consistent with guidance from the BAAQMD, the following additional actions shall be required of construction contracts and specifications for the project: • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes. Clear signage shall be provided for construction workers at all access points. • The project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent nitrous oxides (NOX) reduction compared to the most recent Air Resources Board (ARB) fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. • All construction equipment, diesel trucks, and generators shall be equipped with Best Available Control Technology for emission reductions of NOX. • All contractors shall use equipment that meets ARB's most recent certification standard for off-road heavy duty diesel engines.	During all phases of project construction	Project applicant	Director of Planning and Inspection

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
NOISE				
Noise generated by construction activities at the project site would exceed 70 dBA L_{eq} and the ambient noise environment by five dBA L_{eq} or more for a period exceeding one construction season.	The applicant, in coordination with the Director of Planning & Inspection and adjacent land uses, shall implement a construction noise mitigation plan so that construction activities can be scheduled to minimize noise disturbance. The construction mitigation plan shall consider the following available controls to reduce construction noise levels as low as practical. • Prohibit construction on weekends and holidays to minimize disturbance at the Great America Theme Park, • Utilize 'quiet' models of air compressors and other stationary noise sources where technology exists, • Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment, • Locate all stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from adjacent land uses, • Locate staging areas and construction material areas as far away as possible from adjacent land uses, • Prohibit all unnecessary idling of internal combustion engines, • Notify all adjacent land uses of the construction schedule in writing, and • Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator	Noise reduction measures will be incorporated into the construction mitigation plan and implemented during all phases of construction activity to minimize the exposure of neighboring properties.	Project applicant	Director Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.			
HYDROLOGY AND WATER QUALITY				
Construction of the proposed project could result in a significant temporary increase in the amount of contaminants in stormwater runoff during construction.	The following Regional Water Quality Control Board (RWQCB) BMPs will be required to reduce construction-related water quality impacts. All mitigation will be implemented prior to the start of earthmoving activities on-site and will continue until the construction is complete. • Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains. • Earthmoving or other dust-producing activities shall be suspended during periods of high winds. • All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary. • Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered. • All trucks hauling soil, sand, and other loose materials shall be required to cover all trucks or maintain at least two feet of freeboard. • All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites shall	Prior to start the start of earthmoving activities and during all phases of construction	Project applicant	Director of Planning and Inspection Regional Water Quality Control Board Director of Public Works

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	be swept daily (with water sweepers). • Vegetation in disturbed areas shall be replanted as quickly as possible. • All unpaved entrances to the site shall be filled with rock to knock mud from truck tires prior to entering City streets. A tire wash system may also be employed at the request of the City. • A Storm Water Permit will be administered by the RWQCB. Prior to construction grading for the proposed land uses, the project proponent will file a "Notice of Intent" (NOI) to comply with the General Permit and prepare a Stormwater Pollution Prevention Plan (SWPPP) which addresses measures that would be included in the project to minimize and control construction and post-construction runoff. Measures will include, but are not limited to, the aforementioned RWQCB mitigation. Dewatering discharges will be filtered or treated using appropriate technologies to remove sediments prior to discharging to the City's storm drain system. • The project proponent will submit a copy of the draft SWPPP to the City of Santa Clara for review and approval prior to start of construction on the project site. The certified SWPPP will be posted at the project site and will be updated to reflect current site conditions. • When construction is complete, a Notice of Termination (NOT) for the General Permit for Construction will be filed with the RWQCB and the City of Santa Clara. The NOT will document that all elements of the			

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction stormwater management plan is in place as described in the SWPPP for the site.			
BIOLOGICAL RESOURCES				
The proposed development on a site with mature trees could result in direct impacts to nesting raptors.	Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay Area extends from February through August. If it is not possible to schedule demolition and construction between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with the California Department of Fish and Wildlife (CDFW), will determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure	During all phases of construction	Project applicant and contractors	Director of Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	that raptor or migratory bird nests will not be disturbed during project construction.			
The proposed project will result in the removal of approximately 519 trees from the site.	The project shall replace all trees removed from the site at a ratio of 2:1 in accordance with an approved landscape plan for the project. In the event the redeveloped portion of the project site does not have sufficient area to accommodate the required tree mitigation, the project applicant will coordinate with the City Arborist to identify further opportunities within the City for the planting of replacement trees.	Prior to the issuance of building permits and during project construction	Project applicant	Director of Planning and Inspection
CULTURAL RESOURCES				
The proposed project may disturb previously unidentified buried archaeological resources.	A qualified archaeologist will be on-site to monitor earth-moving activities during grading on the project site. After monitoring the initial excavation, the archaeologist will make recommendations for further monitoring if it is determined that the site has cultural resources. If the archaeologist determines that no resources are likely to be found on-site, no additional monitoring will be required. In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations prior to issuance of building permits. Recommendations could include collection, recordation, and analysis of any significant	During site grading and project construction	Project applicant	Director of Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection. In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.			
HAZARDOUS MATERIALS				
Workers on site could be exposed to residual agricultural chemicals during grading and construction on the site.	Prior to the issuance of grading permits, shallow soil samples shall be taken to determine any location of contaminated soils on the site with concentrations above established construction/trench worker thresholds. The soil sampling plan must be reviewed and approved by the Santa Clara Fire Chief prior to initiation of work. Once the soil sampling analysis is complete, a report of the findings will be provided to the Director of Planning and other applicable City staff for review. Documentation of the results of the soil sampling shall be	Prior to issuance of any demolition or grading permits	Project applicant	Director of Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	submitted to and reviewed by the City of Santa Clara prior to the issuance of a grading permit. Any soil with concentrations of pesticides above applicable environmental screening levels (ESLs) or hazardous waste limits would be characterized, removed, and disposed of off-site at an appropriate landfill according to all state and federal requirements. If contaminated soils are found in concentrations above established thresholds a Site Management Plan (SMP) will be prepared and implemented (as outlined below) and any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. The contaminated soil removed from the site shall be hauled off-site and disposed of at a licensed hazardous materials disposal site. A SMP will be prepared to establish management practices for handling impacted groundwater and/or soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil or free fuel product is encountered during construction; on-site soil reuse guidelines based on the California RWQCB, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil requiring disposal at an appropriate			

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	off-site waste disposal facility; soil stockpiling protocols; and protocols to manage groundwater that may be encountered during trenching and/or subsurface excavation activities. Prior to issuance of grading permits, a copy of the SMP must be approved by the Santa Clara County Environmental Health Department, the City's Director of Planning and Inspection, and the Santa Clara Fire Chief.			

SOURCE: City of Santa Clara, **Great America Office Campus Expansion Final Environmental Impact Report,** October 2013.

CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

G1. 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.

G2. 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.

PLANNING AND BUILDING INSPECTION

P1. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. The developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.

P2. Developer shall employ green building standards and materials in the site design and construction of the campus development project designed to meet the LEED checklist for Core and Shell Office Buildings for new construction applicable at the time of building permit issuance.

P3. Submit plans for final architectural review and conceptual landscape plan to the Planning Department consistent with the development standards approved as part of the project for Architectural Committee review and approval of site layout, building design and materials, circulation, landscaping, and lighting prior to issuance of building permits. Include color palette and materials board.

P4. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for final Planning Division review and approval prior to the issuance of occupancy and or final building permits. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10' from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of 5' from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan. Use of supersoil may be required with the installation of trees where electric, water and sewer utilities are in proximity.

P5. Type and location of street trees to be reviewed and approved by City Arborist. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way.

P6. Landscape plan to include type and size of proposed trees. Type and size of tree

placement on project site shall be at the direction of the City Arborist and require Planning Division review and approval.

P7. A tree protection plan shall be included with drawings submitted for demolition, grading or other earthwork in the vicinity of existing trees on the site.

P8. Project shall be required to provide third party verification of C3 compliance for on-site post construction stormwater treatment with submittal of final design for plan check and prior to building permit issuance.

P9. Submit a lighting plan, including light fixture details, for Planning Division review and approval.

P10. It shall be the developer's responsibility through his engineer to provide certification to certify that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and stormwater collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Official prior to issuance of building permits.

P11. The project will be required to comply with the City's Urban Runoff Pollution Prevention Program, including best management practice measures for construction and post-construction activity, including reducing runoff to public storm drain facilities from rooftops and paved surfaces.

P12. The project shall comply with the mitigation measures identified in the Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Great America Office Expansion Project.

P13. The project shall comply with the conditions set forth in the Development Agreement for The Great America Office Expansion Project.

P14. The developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Planning and Inspection for review and approval prior to issuance of any demolition or building permit.

P15. The developer/property owner shall implement the project Transportation Demand Management (TDM) program that includes elements to reduce vehicle trips by five percent or more.

P16. Developer/property owner shall monitor the project TDM program and submit an annual report to the Director of Planning and Inspection of company employee participation in the project TDM program to achieve a minimum five percent reduction in work-related vehicle trips.

P17. The developer/property owner shall participate in exploring the feasibility of adding transportation services to link businesses with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.

P18. The Developer shall provide an avigation easement to the city of San Jose prior to issuance of occupancy permits.

ENGINEERING

E1. Obtain site clearance through Engineering 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 Engineering 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 Engineering 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. The sanitary sewer (SS) discharge information (i.e., building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS flows) submitted by the developer was added to the City's Sanitary Sewer Hydraulic Model (SSHM) to determine if there is enough SS conveyance capacity in the SS trunk system to accommodate the proposed development. The SSHM output shows that there is slight surcharging in some downstream SS trunk lines. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserves or holds SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.

E4. Developer shall provide a complete storm drains study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E5. Show and comply with City's intersection corner vision triangle and driveway vision triangle requirements.

E6. 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.

E7. Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.

E8. Construct driveways in the public right-of-way to City commercial type standard. Any proposed non-standard driveway will require approval of the City Engineer and the developer's execution of an agreement to maintain the driveway.

E9. Execute Covenant(s) Running with the Land to assume maintenance responsibility for non-standard street improvements. Non-standard street improvements include, but are not limited to proposed curb return type driveways.

E10. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned, through Engineering Department, and pay all appropriate fees, prior to building permit issuance. Installation of replacement utilities and dedication of new easements must be completed prior to the relinquishment of existing easements.

E11. In addition to Traffic Impact Fee imposed upon the project for local street mitigation improvements, the project shall also contribute one dollar per square foot of gross floor area ($1.00/gross sq. ft.) to the City, prior to building permit issuance. This fee is to be used toward improvements for the partial mitigation of this project's significant traffic impacts on regional transportation facilities, including but not limited to freeways and expressways, as they are defined in the environmental impact report prepared in conjunction with this project application.

E12. Comply with mitigations and recommendations identified in the project's Traffic Impact Analysis (TIA)/Environmental Impact Report (EIR) for the Great America Office Expansion Project.

E13. Provide 128 Class I bicycle parking space/lockers and 24 Class II bicycle rack spaces located in visible locations near buildings' main entrances.

E14. The Developer is to cause a Parcel Map or Lot Line Adjustment to be recorded to create the parcel for development prior to the issuance of building permit.

ELECTRICAL

EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power (SVP) will do exact design of required substructures after plans are submitted for building permits.

EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.

EL4. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

EL5. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per SVP Standard MS-G7, Rev. 2.

EL6. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

EL7. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL8. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced

from an 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" minimum wide sidewalk. Transformer pad must be a minimum of 10'-0" from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL9. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

EL10. Any relocation of existing electric facilities shall be at Developer's expense.

EL11. Electric Load Increase fees may be applicable.

EL12. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

EL13. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

WATER

W1. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide Water and Sewer Utilities and the property owners' association "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this requirement may prevent the applicant from obtaining a Certificate of Occupancy.

W2. Applicant is advised that building height may require pumping to maintain adequate pressure for fire and domestic water. Prior to the City's issuance of Building Permits, the applicant shall submit plans providing for water service facilities as necessary to provide adequate water pressure for fire flow and domestic water needs to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this requirement may prevent the applicant from obtaining Building Permits.

W3. Approved backflow prevention device(s) is required on all potable water services. Prior to the City's issuance of Building Permits, the applicant shall submit plans showing the location of the approved backflow prevention device(s) to the satisfaction of the Director

of Water and Sewer Utilities. Failure to comply with this requirement may prevent the applicant from obtaining Building Permits.

W4. Prior to issuance of Building Permits the applicant shall submit plans for independent water and sewer service to each individual parcel connected to a public main in the public right-of-way to the satisfaction of the Director of Water and Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) shall be served by individual water services. Failure to comply with this requirement may prevent the applicant from obtaining Building Permits.

W5. Developer is advised that existing water services may be inadequate for the proposed project. The Developer shall provide hydraulic calculations showing that the existing water service is adequate for the proposed development to the satisfaction of the Director of Water and Sewer Utilities. If the service is inadequate, applicant is responsible for all necessary upgrades to serve proposed development. Failure to comply with this requirement may prevent the applicant from obtaining grading permits.

W6. All on-site water distribution facilities shall be private and maintained by owner or property owners' association. Prior to issuance of Building Permits, the applicant shall provide plans for the design of all proposed water service connection(s) by either individual meter(s) or master meter(s) at the public street right-of-way or a dedicated water utility easement adjacent to the public right-of-way, to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

W7. Recycled water is available to the subject property. Landscape irrigation and applicable industrial water of the subject site shall be provided by City's recycled water system. Prior to the City's issuance of Building Permits, the applicant shall submit plans showing potable and recycled water piping including service connections in compliance with the City's Rules and Regulations for recycled water use to the satisfaction of the Director of the Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

W8. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water and Sewer Utilities. Decorative water features may be permanently connected to City recycling water supply. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

W9. Prior to issuance of Building Permits, the applicant shall submit plans showing a clean out at the property line for each sanitary sewer lateral to the satisfaction of the Director of the Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits. Failure to construct the clean-outs may prevent the applicant from obtaining Occupancy.

W10. Prior to issuance Building Permits, the applicant shall submit plans that show required fire hydrants as part of a private system to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

FIRE

F1. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building.

F2. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13"6" vertical clearances and have a minimum 36-foot inside turning radius.

F3. Dead-end fire apparatus access roads that exceed 150 feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius).

F4. Adjacent private emergency access roads from lands adjoining a property required to have access shall not be considered unless such access is designated as a "shared Emergency Access Easement" (E.A.E.).

F5. In new buildings, or buildings expanded by more than 20%, or buildings in which a change in occupancy classification occurs where adequate interior emergency radio communication is not possible, a system or equipment that will provide emergency radio coverage acceptable to the Fire Code Official shall be installed (SCMFEC 511.1)

F6. Private fire hydrants and mains capable of supplying the required fire flow shall be installed when any portion of the building protected is in excess of 150 feet from a water supply, as measured by an approved route around the exterior of the facility or building. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided. Fire flow for hydrants shall be in accordance with Appendix B and C of the 2010 CFC. Show all existing and proposed on-site and city fire hydrants on the site plan at time of Building Permit application. Also show the proposed fire service line with FDC, PIV and ASR.

F7. When a new back flow preventer is installed for an existing fire service, an Underground Fire Service permit shall be required (as outlined below). The permit submittal shall include the manufacturer's specifications and pressure loss chart for the back flow preventer being installed. If the water meter is installed on the same line (typically only for residential facilities), then submit the meter's specification and pressure loss chart as well. Hydraulic calculations shall also be submitted demonstrating that the sprinkler demand and hose allowance still provide a 10% safety margin from what is available for the existing system.

F8. New raised floor areas: Either an automatic sprinkler system, carbon dioxide extinguishing system, or inert agent fire extinguishing system for the protection of the area below the raised floor in an information technology equipment room or information technology equipment area shall be provided (2010 NFPA 13, 21.14.2.3).

F9. Data centers: A sprinkler design hazard of Ordinary Group 1 is recommended for above ceiling spaces in the data center areas. In rooms where batteries are to be stored, an Ordinary Group 1 design is required.

F10. When underground fire service mains are required, submit separate plans, fees and fire flow calculations to the Fire Department for separate review and permit. Each parcel or building may require separate fire service. (NOTE: Stamped and wet signed Civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).

F11. Any development providing any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, shall not be served bay a dead end water main, but rather served by a looped service with two separate feeds containing Fire Department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. When a FDC pressurizes fire service mains including private hydrants, the hydrant intended to be used by the Fire Department must be a hydrant directly connected to the public water main (i.e., a city hydrant). Each fire sprinkler system shall be provided with an independent FDC when the fire service main includes fire hydrants and sprinkler systems. The FDC and PIV shall be located on the street fronting each building. The FDC shall be located within 50 feet of a city (public) fire hydrant, plus on the same side of the road as the fire hydrant(s).

F12. In private underground piping systems, any dead end pipe, which supplies both sprinkler and hydrants, shall be not less than eight (8) inches in diameter.

F13. Backflow preventer model and installation detail shall be approved by City of Santa Clara Water Department. Contact: (408) 615-2000. If property has a single fire service connection to the City water main, typically a minimum Double-Check Detector Assembly (DCDA) backflow device is required. If property has more than one fire service connection to the City water main, typically the backflow device at each connection shall be a Reduced Pressure Detector Assembly (RPDA).

F14. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate. Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue through at least one of the connections (CFC 403.3.2).

F15. A secondary on-site water supply shall be provided for high-rise buildings. The secondary water supply shall have a usable capacity of not less than the hydraulically calculated sprinkler demand plus 100 gpm for the inside hose stream allowance, for a duration of not less than 30 minutes or as determined by the sprinkler system design occupancy hazard classification in accordance with NFPA 13, whichever is greater. The Class I standpipe system demand shall not be required to be included in the secondary on-site water supply calculation. In no case shall the secondary on-site water supply be less than 15,000 gallons (CFC 903.3.5.2).

F16. A fire alarm system shall be provided as required in Section 907.2.13.

F17. An emergency voice/alarm communication system shall be provided in accordance with Section 907.6.2.2 of the CFC. In high rise building the system shall operation on a minimum of the alarming floor, the floor above and the floor below. Speakers shall be provided throughout the building by paging zones. At a minimum, paging zones shall be provided as follows: 1) Elevator Groups; 2) Exit stairways; 3) Each floor; and 4) Areas of refuge as defined in Section 1002.1.

F18. Emergency responder radio coverage shall be provided in accordance with Section 510 of the CFC (CBC 403.4.4).

F19. Luminous Egress Path Markings are required for A, B, E, I, M & R-1 buildings having occupied floors located more than 75 feet above the lowest level of Fire Department vehicle access. Exceptions may apply, and refer to CFC, 1024 for specific requirements.

F20. Smoke detection shall be provided in accordance with Section 907.2.13.1. of the CBC.

F21. A fire command center complying with Section 508 of the CFC shall be provided in a location approved by the Fire Department. The fire command center shall be a minimum of 200 square feet in area with a minimum dimension of 10 feet (CFC 508.1.3). The fire command center shall included, but not be limited to the following features (CFC 508.1.5): 1) The emergency voice/alarm communication system control unit; 2) The Fire Department communications system 3) Fire detection and alarm system enunciator; 4) Annunciate unit visually indicating the location of the elevators and whether they are operation; 5) Status indicators and controls for air distribution systems; 6) The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building; 7) Controls for unlocking stairway doors simultaneously; 8) Sprinkler valve and waterflow detector display panels; 9) Emergency and standby power status indicators; 10) A telephone for Fire Department use with controlled access to the public, 11) telephone system; 12) Fire pump status indicators; 13) Generator supervision devices, manual start and transfer features; 14) Public address system, where specifically required by other sections of this code; 15) Elevator fire recall switch in accordance with California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 6, Elevator Safety Orders, and 16) Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.

F22. A passive or active smoke control system or combination thereof shall be provided in accordance with Section 909 of the CFC.

F23. A standby power system complying with Chapter 27 shall be provided for standby power loads specified in Section 403.4.7.2 of the CFC. If the standby system is a generator set inside a building, the system shall be located in a separate room enclosed with 2-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712 or both. System supervision with manual start and transfer features shall be provided at the fire command center (CBC 403.4.7).

F24. An emergency power system complying with Chapter 27 shall be provided for emergency power loads specified in Section 403.4.8.1 (CBC 403.4.8).

F25. An on-premise fuel supply, sufficient for not less than six-hour full-demand operation of the system, shall be provided. Fire pumps shall be provided with an on-premise fuel supply, sufficient for not less than eight-hour full-demand operation of the rated pump capacity in addition to all other required supply demands in accordance with Section 913, NFPA 20 and this section (CFC 604.2.14.1.1).

F26. Stairway doors other than the exit discharge doors shall be permitted to be locked form the stairway side. Stairway doors that are locked from the stairway side shall be capable of being unlocked simultaneously without unlatching upon a signal from the fire command center. Upon failure of electrical power to the locking mechanism the door shall unlock (CBC 403.5.3).

F27. A telephone or other two-way communications system connected to an approved constantly attended station shall be provided at not less then every fifth floor in each stairway where the doors to the stairway are locked (CBC 403.5.3.1).

F28. At time of building permit application, state on the title sheet what type of sprinkler system will be required (NFPA 13 or 13R). If a sprinkler system is used for increases in height/stories/area allowable, etc., it shall be a NFPA 13 system.

F29. An approved automatic sprinkler system in accordance with Section 903.1.1 shall be allowed to be substituted for one-hour fire-resistance rated construction, provided such system is not otherwise required by other provision of the code or used for an allowable increase in accordance with Section 506.3 or an allowable height increase in accordance with Section 504.2. The one-hour substitution for the fire resistance of exterior walls shall not be permitted (CBC Table 601, footnoted).

F30. An automatic fire sprinkler system is required for all new buildings that have a gross floor area in excess of 1,000 square feet (2010 SCMFEC 903.2). A separate Fire Department permit is required for the sprinkler system (*Sprinkler main drain test valves shall discharge to the sanitary sewer system (via an indirect connection) or shall discharge onto a landscape area of sufficient size.)*

F31. Standpipe System: When installing or modifying the Standpipe System, notify the installer (a licensed C-16 contractor) to apply for a "Standpipe System" permit. NOTE: A separate permit is not required when the standpipe system is combined with an automatic sprinkler system. Class I standpipe hose connections shall be provided in all of the following locations: a) In every required stairway, a hose connection at each floor level (not at the intermediate landings between floors), including the first floor; b) On each side of the wall adjacent to the exit opening of a horizontal exit (exceptions may apply); c) In every exit passageway, at the entrance from the exit passageway to other areas of a building (exceptions may apply); and 4) Where the roof has a slope less than four units vertical in 12 units horizontal (33.3 percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes (CFC, 905.4). Additional standpipes may be required (AHJ & CFC, 905.1).

F32. Modifications to the existing sprinkler system will require a separate permit to be applied for directly to the Fire Department.

F33. When in the opinion of the fire code official, a new structure obstructs the line of sight emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure. Refer to CFC, Appendix J and Section 510(SCMFEC, 510).

F35. A fire alarm system shall be provided in accordance with the Fire Code.

F36. Battery systems with more than 50 gallons electrolyte capacity (or 1,000 pounds for lithium ion and lithium metal polymer) will require Fire Department permit(s).

F37. Rubbish containers: Containers that are 1.5 cubic yards (40.5 cubic feet) or more shall not be stored in buildings or placed within five feet of combustible walls, openings, property lines or combustible roof eave lines unless protected by approved fire sprinklers (CFC 304.3.3). Exceptions may apply. If a roof over the trash enclosure is to be provided, then it shall be of non-combustible construction.

F38. Businesses that store more than 1,320 gallons (accumulative for 55 gallons and larger in drums and/or tanks on a contiguous property) of petroleum products aboveground must prepare a Spill Prevention Control and Countermeasure (SPCC) plan. If the business has over 10,000 gallons of petroleum products, the SPCC must be signed by a professional engineer. If the business has between 1,320 and 10,000 gallons the owner/operator can self-certify the SPCC plan (additional requirements apply for self-certification).

F39. For businesses that currently do not have a SPCC plan, the SPCC plan must be signed and a copy kept on-site prior to using/filling the tank/equipment. Have the SPCC plan available to the Fire Department at time of inspection.

F40. For businesses that currently have a SPCC plan, and are adding additional tanks/equipment amendments to the existing SPCC plan must be made, signed and a copy kept on-site within six months of the change.

F41. SPCC Plan requirements are found in Title 40, Code of Federal Regulations, Part 112. Information regarding SPCC plan preparation and submittal requirements is available on the Internet at http://www.calepa.ca.gov/CUPA/Aboveground/FactSheetSPCC.pdf (H&SC §2527005(c)).

F42. At the time of permit application, submit a construction "Fire Safety Plan" to the Fire Department for review and approval. The "Fire Safety Plan" shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and "NO SMOKING" signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See "Standards for Construction site fire Safety" handout or website at www.unidocs.org/fire

F43. At the time of Building Permit application, submit Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for Fire Department review and approval.

F44. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a Fire Department approved all-weather driving surface.

F45. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.

F46. Combustible construction in excess of 100 feet from the street shall not commence until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department.

F47. During construction of a building and until permanent fire-extinguishers have been installed, portable fire extinguishers are required within 50 feet travel distance to any part of the building in accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.

F48. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point

source issues on construction sites (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding the permit can be found at www.waterboards.ca.gov/stormwtr/index.html.

F49. Internal-combustion-powered construction equipment shall be used as follows: a) Equipment shall not be refueled while in operation; and b) Exhausts shall be piped to the outside of the building.

POLICE

PD1. The Developer shall provide a minimum average illumination of one-foot candle in carport, parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.

PD2. Provide a minimum average illumination of one-foot candle in carport, parking areas and in all common pedestrian or landscaped areas of the development. The illumination should be deployed in fixtures that are both weather and vandal resistant.

PD3. Address numbers of the individual units shall be clearly visible from the street and shall be a minimum of six (6) inches in height and of a color contrasting with the background material. Numbers shall be illuminated during the hours of darkness. Individual apartment numbers shall be a minimum of six (6) inches in height and a color contrasting to the background material and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building address shall be clearly visible.

PD4. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Santa Clara Police Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the project description. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.

PD5. The Developer shall provide enclosure fencing (trash area, utility equipment, etc.) that is either see-through or that has a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.

PD6. The Owner/Developer shall ensure that exterior elevators are see-through for maximum visibility. The Owner/Developer shall ensure that all elevators are well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.

PD7. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the Developer shall ensure that addresses are displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.

PD8. Public Safety Radio Systems Guidelines have been established by the City of Santa Clara Police Department for radio signal penetration during emergencies. The Developer is advised that the project may be required to install equipment for adequate radio coverage for the City Of Santa Clara Radio Communications System, including but not limited to

Police & Fire emergency services. The Developer should contact the Director of Communications at (408) 615-5571.

PD9. Parking structures, including ramps, corners and entrances, should be illuminated at a minimum of an average of 5-foot candles at all hours by the Developer, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives applicable at the time of building permit issuance.

PD10. The Developer should equip the parking structure/site with an emergency panic alarm system that reports to a central office and/or 9-1-1. If more than one button is installed, they should be placed no more than 100 ft. apart.

PD11. All entrances to parking areas (surface, structure, sub-terranean, etc.) should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).

STREET

ST1. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.

ST2. Since this project involves disturbing a land area of one acre or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.

ST3. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements. All proposed stormwater treatment vaults shall have internal treated distribution plumbing and a hydrodynamic separator upstream of their installation. No external folding racks are permitted.

ST4. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.

ST5. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.

ST6. The Developer is to supply and install City street trees per City specifications; spacing, specie, and size (15 gallon minimum) to be determined by City Arborist. Post development,

ST7. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.

ST8. All landscaping and irrigation systems shall meet City standard specifications.

ST9. Post development, no cutting of any part of City trees, including roots, shall be done without following city tree preservation specifications and securing approval and direct supervision from the City Arborist at 408-615-3080. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).

ST10. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type. The size and shape of the enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the structure, and should be designed and located on the property so as to allow ease of access by collection vehicles. As a general rule, the size of the enclosure(s) for the recycling containers should be similar to the size of the trash enclosure(s) provided onsite. Roofed enclosures with masonry walls and solid gates are the preferred design.

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Attachment 8

RECORD WITHOUT FEE
PURSUANT TO GOVERNMENT CODE § 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
City of Santa Clara
City Clerk's Office
1500 Warburton Avenue
Santa Clara, California 95050

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA,

a chartered California municipal corporation,

AND

SI 34, LLC

a California limited liability company

TABLE OF CONTENTS

1. Term 3
2. Development of the Property 3
3. Effect of Agreement 6
4. Development Fees, Exactions and Dedications. 8
5. Standard of Review of Permits 10
6. Priority 10
7. Cooperation in Implementation 10
8. Periodic Review 11
9. Reimbursements 12
10. Default and Remedies 12
11. Amendment or Termination 13
12. Mortgagee Protection: Certain Rights of Cure 14
13. Assignability 14
14. Controlling Law 16
15. General 16
16. Termination 18
17. Notices 19
18. Developer Independent Contractor 19
19. Project as a Private Undertaking 19
20. Nondiscrimination 20
21. Force Majeure 20
22. Operating Memoranda 20
23. Third parties 20
24. Amendments 21
25. No Third Party Beneficiary 21
26. Dispute Resolution 21
27. Consent 21
28. Covenant of Good Faith and Fair Dealing 21
29. Authority to Execute 22
30. Counterparts 22

EXHIBITS

A. Legal Description of Property
B. Selected Pages of Development Plan
C. Conditions of Approval
D. Mitigation Monitoring and Reporting Program
E. Ethical Standards for Contractors
F. Affidavit of Compliance with Ethical Standards

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between CITY OF SANTA CLARA ("City"), a chartered California municipal corporation, and SI 34, LLC, a California limited liability company ("Developer"), (collectively the "Parties") and is effective on the date set forth in Recital M.

RECITALS

Developer and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

A. Sections 65864 through 65869.5 of the California Government Code authorize the City to establish procedures to enter into binding development agreements with persons having legal or equitable interests in real property located within the City for development of property.

B. "The Code of the City of Santa Clara, California" ("SCCC"), Section 17.10.010 and following, establishes the authority and procedure for review and approval of proposed development agreements.

C. Developer is currently the legal owner of the three parcels of land ("Property") governed by this Agreement. The Property is commonly referred to as 4301 Great America Parkway, APN 104-42-009, 4551 Great America Parkway, APN 104-42-020, and 2441 Mission College Boulevard, APN 104-41-030, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

D. Developer has submitted a Planned Development Rezoning application to the City for development of the Property. The application requests that Developer be allowed to develop the Property with a project (the "Project") which will partially demolish, remodel and expand an existing office complex, including constructing one or more new buildings, up to a potential total building size of 1,018,000 square feet ("Maximum Anticipated Buildout").

E. The Project, including but not limited to the buildings, access and parking facilities, landscaping, and infrastructure improvements, are all more particularly shown on the development plan consisting of two sheets of plans submitted by Form 4 Architects dated June 3, 2013 ("Development Plan"). Sheets one and two of the Development Plan are attached hereto as Exhibit B and incorporated by this reference.

F. Through this Agreement, the Parties intend to preserve the size and density of development as set forth in the Development Plan. City and Developer each acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer and City, and assurances that the Project can be developed and used in accordance with the terms and conditions set forth herein and the existing rules governing development of the Property will benefit both Developer and City.

G. Developer and City have entered into a prior development agreement (the "Intersection-Development Agreement"), the purpose of which was to memorialize certain agreements relating to the transfer of a portion of the Property to the City for construction of certain roadway improvements prior to consideration by the City of the applications for approvals of the Project itself. The Parties do not intend to supersede, alter, or modify in any way the Intersection Development Agreement by this Agreement.

H. City is willing to enter this Agreement for the reasons enumerated in SCCC 17.10.010 to (i) eliminate uncertainty in the comprehensive development planning of large-scale projects in the City, such as the Project; (ii) secure orderly development and fiscal benefits for public services, improvements and facilities planning in the City; (iii) meet the goals of the General Plan; and (iv) plan for and concentrate public and private resources for the mutual benefit of both Developer and City.

I. Developer acknowledges and recognizes that material inducements for the City to enter into this Agreement are (i) an opportunity to create a modern office complex of appropriate density consistent with the City's General Plan; (ii) enabling the City to finish a budgeted capital project in a timely manner; and (iii) potential job creation due to the Project's construction and use. City's willingness to enter into this Agreement is a material inducement to Developer to implement the Project, and Developer proposes to enter this Agreement in order (i) to obtain assurances from City that the Property may be developed, constructed, completed and used pursuant to this Agreement, and in accordance with existing policies, rules and regulations of the City, subject to the exceptions and limitations expressed herein and the term of this Agreement; and (ii) to provide for a coordinated and systematic approach to funding the cost of certain public improvements and facilities planned by the City, and to establish the timing and extent of contributions required from Developer for these purposes.

J. Developer requested City enter into a development agreement, and proceedings have been taken in accordance with State law, as set forth below.

K. On June 18, 2014, City's Planning Commission held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the Project environmental impact report ("Project EIR") complies in all respects with the California Environmental Quality Act ("CEQA"); (ii) determined that this Agreement is consistent with the City's General Plan; and (iii) recommended that the City Council approve this Agreement.

L. On _____, the City Council held a duly noticed public hearing on this Agreement and (i) determined that consideration of this Agreement based on the Project EIR complies in all respects with CEQA; (ii) determined that this Agreement is consistent with the City's General Plan; and (iii) introduced Ordinance No. _____, approving this Agreement.

M. On _____, the City Council adopted Ordinance No. _____, enacting this Agreement, and the Ordinance became effective thirty (30) days later on _____ ("Effective Date").

N. Certain improvements as set forth in the conditions of approval ("Conditions of Approval"), which are attached hereto as Exhibit C and incorporated herein by this reference, are necessary to provide infrastructure support for the Project.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in California Government Code section 65864 and following, and SCCC 17.10.010 and following, and in consideration of the mutual representations, covenants and promises of the Parties, the Parties hereto agree as follows:

1. TERM

1.1 Effective Date. The term ("Term") of this Agreement shall commence on the Effective Date set forth above, or on the effective date of Ordinance No. _____ approving this Agreement, whichever is later in time, and shall continue for an initial period of ten (10) years, unless sooner terminated or extended as follows: (i) If at any time prior to the expiration of the initial ten-year Term City has issued building permits for, in aggregate, one-third or more of the entitled net new office building square footage (excluding garages), then the initial term shall automatically be extended for an additional fiveyears, making the Term a total of fifteen (15) years; (ii) If the original Term has not been automatically extended as provided immediately above, then Developer shall nonetheless have the option to extend the Term for an additional five (5) years. To exercise this option, at the time of exercise (which can be at any time within the calendar 6 months immediately preceding the expiration of the original Term), Developer must notify City in writing of its decision to exercise the option, and Developer must pay the Regional Traffic Fee described in Section 4.6 hereof.

1.2 Expiration. Following expiration of the Term or any extension, or if sooner terminated, this Agreement shall have no force and effect, subject, however, to post-termination obligations of Developer and City.

2. DEVELOPMENT OF THE PROPERTY

2.1 Property. The Property that is the subject of this Agreement is that certain real property described in Exhibit A attached hereto.

2.2 Binding Covenants. It is intended and agreed that the provisions of this Agreement shall constitute covenants that shall run with the Property, and the benefits and burdens hereof shall bind and inure to all successors in interest to the Parties hereto.

2.3 Life of Approvals. Pursuant to Government Code section 66452.6(a) and this Agreement, the life of the Project approvals (collectively, "Approvals"), including but not limited to certification of the EIR, approval of the Resolution to rezone the Property to a PD zoning district, approval of the Development Agreement Ordinance and this Development Agreement, approval of a tentative parcel map (the "Tentative Parcel Map"), and approval of the Project architecture (the "Architectural Approval") shall automatically be extended to and until the later of the following: (1) the end of the Term of this

Agreement; or (2) the end of the term or life of any such approval. Notwithstanding the foregoing, the vested elements secured by Developer under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.

2.4 Vested Elements. The permitted uses of the Property, the maximum density and intensity of use, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with the Project as provided in, and limited by, this Agreement, shall be vested and are hereby vested and referred to as vested elements ("Vested Elements"). In addition to the foregoing Vested Elements, other terms and conditions of development applicable to the Project are set forth in the following documents as they exist as of the Effective Date:

a. The General Plan of the City of Santa Clara, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;

b. SCCC, current as of the Effective Date, including the rezoning of the Property to the PD zoning district ("Rezoning");

c. The PD Zoning District and the Conditions of Approval imposed thereon;

d. The Development Plan;

e. All other applicable City plans, policies, programs, regulations, ordinances and resolutions of the City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("Other Regulations");

f. Any permits and/or subsequent approvals, including but not limited to additional subdivision maps or lot line adjustments, if any, final maps, site and architectural review, demolition permits, building permits, grading permits, and infrastructure improvement plans processed in accordance with the terms of this Agreement. Upon approval, such subsequent approvals shall be incorporated into this Agreement and vested hereby; and,

g. In the event this Project includes a subdivision as defined by Government Code § 66473.7, the tentative map for this Project will comply with the provisions of § 66473.7, as it may be amended from time to time.

2.5 Permitted Uses. The permitted uses for the Property are as follows: all uses allowed by the PD zoning district, all of which must be implemented in accordance with the Development Plan and the Conditions of Approval.

2.6 Present Right to Develop. Subject to Developer's fulfillment of the provisions of this Agreement, the Development Plan and the Conditions of Approval, the City hereby grants to Developer the present vested right to develop and construct on the Property all the improvements authorized by, and in accordance with, this Agreement and the Vested

Elements, including in particular the terms of the Development Plan and the Rezoning. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of the City's General Plan, SCCC, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose fees, exactions or conditions upon development, occupancy or use of the Property other than as provided in the Development Plan or Conditions of Approval or pursuant to this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting any fees or land use regulations or amendments thereto, expressly permitted herein.

2.7 Timing of Improvements. Developer may implement the Development Plan in phases, as described herein or as outlined in the Development Plan, or as otherwise approved by the City. The phasing set forth in the Development Plan is the approved Phasing as of the Effective Date; however, Developer may request alternate phasing in writing based on business constraints or considerations. Prior to implementation, alternate phasing must be approved in writing by the City's Director of Planning and Inspection ("Director"), whose approval shall not be unreasonably withheld taking into consideration whether the terms and conditions of this Agreement, the Development Plan, the Conditions of Approval and the Mitigation Monitoring and Reporting Program are met and that the revised phasing will not unduly burden, hamper or constrain prior or future phases of the Project. It is the Parties' specific intent that this Agreement shall prevail over any later-adopted initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project and that Developer shall have the right to develop the Project at such time as Developer deems appropriate within the exercise of its subjective business judgment and no annual (or other) limit, moratoria, or other limitation upon the number of, or phasing or pacing of, buildings which may be constructed, or building permits which may be obtained, or the like shall apply to the Project.

2.8 Agreement and Comprehensive Development Plan. The Parties acknowledge that, except as specifically set forth herein, this Agreement, the Development Plan, the Mitigation Monitoring and Reporting Program and the Conditions of Approval set forth a comprehensive schedule of all development terms and conditions, development mitigation measures and fees, special assessments, special taxes, exactions, fees in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Property as defined in the Development Plan. All fees referred to herein, may be subject to an annual increase until paid, but only if such increase is applied equally to similarly situated projects on a City-wide or area-wide basis, and any such annual increase shall be limited in the manner specified in Section 4.

2.9 Design of On-Site and Off-Site Improvements. Development of the Property shall be subject to final architectural and design review by City pursuant to the policies, regulations and ordinances in effect as of the Effective Date, and subject to the Development Plan, the Conditions of Approval, Mitigation Monitoring and Reporting Program, and this Agreement. No such architectural and design review shall, without

Developer's consent, require development of the Property inconsistent with the Development Plan, the Conditions of Approval, the Mitigation Monitoring and Reporting Program, and this Agreement, unless City determines it is necessary to protect against conditions which create a risk to the physical health or safety of residents or users of the Project or the affected surrounding region. The Development Plan, Mitigation Monitoring and Reporting Program, and Conditions of Approval, and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property. In no event shall final architectural and design approval by City be conditioned on or require any change in the Development Plan, Mitigation Monitoring and Reporting Program or Conditions of Approval, without Developer's consent.

2.10 Development of the Site. In consideration for the City entering into this Agreement, Developer agrees to perform all of its obligations contained in this Agreement in the time and manner set out in this Agreement and the Development Plan, Mitigation Monitoring and Reporting Program, and Conditions of Approval.

2.11 Single Integrated Development. City and Developer acknowledge that the Project is, and shall be considered, a single, integrated development. It is thus the intention of the Parties that, if construction on one component of the Project is commenced, any additional development of the Property will adhere to the Development Plan. However, nothing in this Agreement is intended: (i) to prevent Developer from individually commencing and completing development of any portion or phase of the Project, even if development on other portions or phases thereof has not been commenced and/or completed; (ii) to prevent Developer from independently marketing, selling, renting or occupying all, or any portion of, such developed space, pursuant to Section 12 provided that all current obligations under this Agreement and the Development Plan and all infrastructure requirements for the existing developed space have been met; and (iii) to require Developer to develop any portion or phase of the Project (even if development on another portion of phase of the Project has been commenced and/or completed). Nothing in this Section, however, shall be construed as permitting Developer to develop later phases of the Project before earlier phases, unless the phasing plan has been amended in accordance with Section 2.7.

2.12 Occupancy. Developer acknowledges and agrees that for the term of this Agreement, occupancy of the Property shall be consistent with the approved PD zoning.

2.13 Building Standards. Developer hereby agrees to employ all reasonable efforts such that the Project will be built to customary standards of good professional practice, in compliance with applicable laws, for each phase of development.

3. EFFECT OF AGREEMENT

3.1 Subsequent State or Federal Laws or Regulations. As provided in California Government Code section 65869.5, this Agreement shall not preclude the application to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are required by changes in county, regional, State or federal laws or regulations ("Changes in

the Law"). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Developer may request that such material provisions be modified or suspended, or performance delayed, as may be necessary to comply with Changes in the Law, and City may take such action as it deems necessary to be consistent with the intent of this Agreement.

3.2 Changes to Existing Regulations. Except as otherwise specifically provided, only the following changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative, or otherwise, shall apply to the development of the Property:

a. Citywide regulations, ordinances, policies, programs, resolutions or fees adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date. Changes to the General Plan, SCCC or other regulations shall be deemed to conflict with the approvals and this Agreement ("Conflicting City Law") if such changes (i) prevent development of the Property in substantial accordance with the Approvals; (ii) require significant changes in the development of the Property from what is contemplated by the Approvals; (iii) significantly delay, ration or impose a moratorium on development of the Property; or (iv) require the issuance of discretionary or nondiscretionary permits or approvals by the City other than those required as of the Effective Date.

b. Any law, regulation or policy which would otherwise be Conflicting City Law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Developer.

3.3 Further Reviews. Developer acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements or portions of the Project by the City including potential CEQA analysis if required. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by, and otherwise consistent with, this Agreement. In no event shall such further review by City revisit the Development Plan, Conditions of Approval, or the Approvals or be conditioned on or require any change in the Project except as contemplated by the Development Plan, Conditions of Approval or this Agreement.

3.4 Local Rules. Future development on the Property shall be subject to all the official rules, regulations and policies (collectively "Local Rules") of the City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in the Development Plan or are in effect as of the Effective Date, with the exception that revisions or amendments to the Local Rules necessitated by reasonable public health or fire and life-safety considerations shall apply as though the rules were in effect as of the Effective Date. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this

Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a Citywide basis to similarly situated projects:

a. Adopt and apply property transfer taxes and/or excise taxes;

b. Adopt and apply utility charges;

c. Adopt updates to building and/or fire codes;

d. Maintain the right of voters to act by initiative or referendum, but only to the extent that the initiative or referendum does not affect or interfere with any vested rights acquired by the Developer in this Agreement; except that this Agreement itself is subject to referendum; and,

e. Take other actions not expressly prohibited by the terms or provisions of this Agreement.

3.5 Future Exercise of Discretion by City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as provided herein, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided herein, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do not conflict with the terms of the Development Plan or this Agreement.

4. DEVELOPMENT FEES, EXACTIONS AND DEDICATIONS.

4.1 Development Fees, Exactions and Dedications. The fees, special assessments, special taxes, exactions and dedications (collectively "Fees") payable due to the development, build out, occupancy and use of the Property pursuant to this Agreement shall be exclusively those set forth in the Conditions of Approval and the Development Plan and as specified in this Agreement; provided, however, that development impact fees applicable to similar developments that are adopted and applied on a Citywide basis after the Effective Date shall also be payable by Developer. Except as provided immediately above, notwithstanding any amendments to the Fees or imposition of any new City fees, taxes, special assessments or other exactions after the Effective Date, the Fees set forth in this Agreement, Conditions of Approval and the Development Plan shall be the only fees, charges, special assessments, special taxes, dedications and exactions payable to City due to development of the Property.

4.2 Processing Fees. Processing fees, including without limitation building permit fees ("Processing Fees"), may be increased if the increase is applicable Citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular Processing Fee is charged. New Processing Fees may be imposed if the new Processing Fees apply to all similarly situated projects or works within the City and if the application of these Processing Fees to the Property is prospective only. Processing Fees shall be due and payable on a phase by phase basis, so that only those

fees applying to the actual construction of each phase shall be paid upon the issuance of the appropriate permits for that phase. Developer shall pay the costs associated with the planning, processing and environmental review process for the Project, provided that such costs shall be limited to (i) reasonable costs directly associated with the preparation of the EIR; (ii) fees ordinarily charged by City for processing land use applications and permits, provided that such fees and costs are applied to Developer in the same manner as other similarly situated applicants seeking similar land use approvals and are not limited in applicability to the Project or to related uses; and (iii) fees associated with third-party permit plan checking, if applicable, above those normally charged by the City. Developer shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are (a) reasonably necessary for the completion of the Project in accordance with Developer's schedule; and (b) applied to Developer in the same manner as similarly situated project applicants.

4.3 [NOT USED]

4.4 Dedications. Developer shall offer to dedicate to City, upon request by City, all portions of the Property designated in the Conditions of Approval for public easements, streets or public areas.

4.5 Mitigations. Developer agrees to contribute to the costs of public facilities and services in the amounts set forth in the Development Plan, Mitigation Monitoring and Reporting Program and Conditions of Approval, as required to mitigate impacts of the development of the Property ("Mitigations"). City and Developer recognize and agree that but for Developer's contributions to mitigate the impacts arising as a result of the entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement. City's approval of development of the Property is in reliance upon, and in consideration of, Developer's agreement to make contributions toward the cost of public improvements and public services as provided to mitigate the impacts of development of the Property.

4.6 Regional Traffic Fee. Developer shall pay Regional Traffic Fees to the City prior to the issuance of building permits for the office buildings at the rate of One dollar and no cents ($1.00) per square foot of net new-building area. If Developer chooses to exercise its option to extend the original Term for an additional five years pursuant to Section 1.1 hereof, Developer shall pay to City at the time of exercise of the option, the Regional Traffic Fee in the sum of One dollar and no cents ($1.00) per square foot of net new-building area that remains entitled but unconstructed at the time of payment of this fee. Regional Traffic Fees are non-refundable.

4.7 Local Traffic Fee. Developer shall pay Local Traffic Fees to the City prior to the issuance of building permits for the office buildings at the rate applicable at the time such a building permit is issued. Local Traffic Fees are non-refundable.

4.8 Sewer Connection Fee. If the City should adopt an ordinance subsequent to the Effective Date of this Agreement that permits reduced Sewer Connection Fees as a result of onsite

conservation measures, the Developer may apply for consideration of such reductions toward the Sewer Connection Fees paid on behalf of the Project. Applications may be filed for any Phase of the development if that Phase has a minimum of one year of ninety percent (90%) occupancy prior to receipt of the application by the City.

4.9 Transportation Services. Developer agrees to reasonably participate in exploring the feasibility of adding transportation services to link the Property with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.

5. STANDARD OF REVIEW OF PERMITS

5.1 Standard of Review of Permits. All permits ("Permits") required by Developer to develop the Property, excepting the Rezoning, but including (i) road construction permits, (ii) grading permits, (iii) building permits, (iv) fire permits, and (v) Certificates of Occupancy, shall be issued by City after City's review and approval of Developer's applications, provided that City's review of the applications is limited to determining whether the following conditions are met:

a. The application is complete; and,

b. The application demonstrates that Developer has complied with this Agreement, the Development Plan, the Mitigation Monitoring and Reporting Program, the Conditions of Approval and the applicable Local Rules.

6. PRIORITY

6.1 Priority. In the event of conflict between the General Plan, this Agreement, SCCC, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishes the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) this Agreement; (3) the Development Plan, (4) Mitigation Monitoring and Reporting Program, (5) the Approvals, and (6) SCCC, Other Regulations and Local Rules.

7. COOPERATION IN IMPLEMENTATION

7.1 Cooperation in Implementation. Upon Developer's satisfactory completion of all required preliminary actions provided in the Development Plan, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Development Plan, including the following actions:

a. Scheduling all required public hearings by the Planning Commission and City Council; and,

b. Processing and checking all maps, plans, land use and architectural review permits, permits, building plans and specifications and other plans relating to development of the Property filed by Developer as necessary for complete

development of the Property. Developer, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Property in accordance with the Development Plan and the terms hereof. At Developer's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing and approval work. City shall cooperate with Developer, and assist Developer in obtaining any third-party governmental or private party permits, approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.

8. PERIODIC REVIEW

8.1 Annual Review. City and Developer shall review all actions taken pursuant to the terms of this Agreement annually during each year of the Term, within thirty (30) days prior to each anniversary of the Effective Date unless the City and Developer agree in writing to conduct the review at another time pursuant to SCCC 17.10.220(a).

8.2 Developer's Submittal. Within ninety (90) days before each anniversary of the Effective Date, Developer shall submit a letter ("Compliance Letter") to the Director, along with a copy directed to the City Attorney's Office, describing Developer's compliance with the terms of the Conditions of Approval and this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to the City pursuant to the requirements of Government Code section 65865.1, this Agreement, and SCCC.

8.3 City's Findings. Within sixty (60) days after receipt of the Compliance Letter, the Director shall determine whether, for the year under review, Developer has demonstrated good faith substantial compliance with the terms of this Agreement. If the Director finds and determines that Developer has complied substantially with the terms of this Agreement, or does not determine otherwise within sixty (60) days after delivery of the Compliance Letter, the annual review shall be deemed concluded, Developer shall be deemed to have complied in good faith with the terms and conditions of this Agreement during the year under review, and this Agreement shall remain in full force and effect. Upon a determination of compliance, the Director shall, if requested by Developer, issue a recordable certificate confirming Developer's compliance through the year under review. Developer may record the certificate with the Santa Clara County Recorder's Office. If the Director initially determines the Compliance Letter to be inadequate in any respect, he/she shall provide notice to that effect to Developer as provided in SCCC 17.10.220. If, after a duly noticed public hearing thereon, the City Council finds and determines based on substantial evidence that Developer has not complied substantially in good faith with the terms of this Agreement for the year under review, the City Council shall give written notice thereof to Developer specifying the noncompliance and such notice shall serve as a notice of default under Section 10.1. If Developer fails to cure

the noncompliance within a reasonable period of time as established by the City Council, the City Council, in its discretion, may (i) grant additional time for compliance by Developer, or (ii) following the hearing described in SCCC 17.10.250, modify this Agreement to the extent necessary to remedy or mitigate the non-compliance, or (iii) terminate this Agreement. Except as affected by the terms hereof, the terms of SCCC 17.10.240(b)(2), and following, shall govern the City's compliance review process. During any review, Developer shall bear the burden of proof to demonstrate good faith compliance with the terms of this Agreement. If the City Council does not hold a hearing and make its determination within one hundred and twenty (120) days after delivery of the Compliance Letter for a given year, then it shall be deemed conclusive that Developer has complied in good faith with the terms and conditions of this Agreement during the period under review.

9. REIMBURSEMENTS

9.1 Reimbursements. The Parties agree that Developer shall not be entitled to any reimbursement for the construction of any private or public improvement required by this Agreement, unless explicitly provided by this Agreement or the Conditions of Approval.

10. DEFAULT AND REMEDIES

10.1 Default. Failure by either Party to perform any material term or provision of this Agreement shall constitute a default, provided that the Party alleging the default gave the other Party advance written notice of the default and thirty (30) days to cure the condition, or, if the nature of the default is such that it cannot be cured within thirty (30) days, the Party receiving notice shall not be in default if the Party commences performance of its obligations within the thirty (30) day period and diligently completes that performance. Written notice shall specify in detail the nature of the obligation to be performed by the Party receiving notice.

10.2 Remedies. It is acknowledged by the Parties that City and Developer would not have entered into this Agreement if City or Developer were to be liable in damages under, or with respect to, this Agreement or the application thereof. City and Developer shall not be liable in damages to each other, or to any assignee, transferee or any other person, and Developer and City covenant not to sue for or claim damages from the other. Upon Developer's or City's material default, and failure to cure within a reasonable time depending on the nature of the default after demand by the non-defaulting Party, the non-defaulting Party shall institute mediation under Section 26 of this Agreement. If mediation fails to resolve the dispute, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (i) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (ii) bring any action at law or in equity as may be permitted by law or this Agreement. The Parties acknowledge that monetary damages and remedies at law generally are inadequate upon the occurrence of a default. Therefore, specific performance or other extraordinary equitable relief (such as injunction) is an appropriate remedy for the enforcement of this Agreement, other remedies at law being inadequate under all the circumstances

pertaining as of the Effective Date of this Agreement and any such equitable remedy shall be available to the Parties.

10.3 Default by Developer/Withholding of Building Permit. City may, at its discretion, without submitting to mediation, refuse to issue a building permit for any structure within the Property, if Developer has materially failed and refused to complete any requirement that is a Condition of Approval, or that is applicable to the building permit requested. In addition, where City has determined that Developer is in default as described above, City may also refuse to issue the Developer any permit or entitlement for any structure or property located within the Project. This remedy shall be in addition to any other remedies provided for by this Agreement.

11. AMENDMENT OR TERMINATION

11.1 Agreement to Amend or Terminate. Subject to Section 22 regarding operating memoranda and Section 11.2 regarding future actions and minor changes, City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, pursuant to Sections 16 or 24, respectively.

11.2 Development Plan. City and Developer anticipate that the Project will be implemented in accordance with the Approvals, the Development Plan, Mitigation Monitoring and Reporting Program, and the Conditions of Approval. The foregoing actions and other necessary or convenient implementation actions shall not require an amendment to this Agreement. City and Developer understand and acknowledge that changes to the Project which would not, in the discretion of the City, substantially comply with the Approvals, Development Plan, Mitigation Monitoring and Reporting Program, and/or the Conditions of Approval would necessitate subsequent review and approval which will not be unreasonably withheld or delayed. Upon the written request of Developer, City may agree to make a substantive amendment or modification to the Development Plan (or any of the individual Approvals or documents comprising the Development Plan) in compliance with procedural provisions of the zoning or other land use ordinances and regulations in effect on the date of application for amendment or modification. The amendment or modification of the Development Plan shall be done pursuant to a Development Agreement Amendment pursuant to Government Code provisions and Sections 11.1 and 24, unless treated as a minor change as described below. The remaining portions of this Agreement shall remain in full force and effect subsequent to the Amendment. For the purposes of this Section, minor changes to the Development Plan may include, but are not limited to, modifications as deemed appropriate by the Director based on information provided by the Developer that demonstrates that the proposed changes would not (i) increase the size of the project above the Maximum Anticipated Buildout; or (ii) require the preparation of a supplemental or subsequent environmental impact report. Such minor modifications, upon application by the Developer, shall not be considered amendments to the Development Plan and shall not require a Development Agreement Amendment. Upon the Director's approval, these actions shall become part of the approved Development Plan and this Agreement, and shall be deemed Vested Elements.

11.3 Enforceability of Agreement. The City and Developer agree that unless this Agreement is amended or terminated pursuant to its terms, this Agreement shall be enforceable by either Party notwithstanding any subsequent change in any applicable General Plan, Redevelopment Plan, Specific Plan, SCCC, Other Regulation or Local Rule adopted by City, with the exceptions listed in this Agreement.

12. MORTGAGEE PROTECTION: CERTAIN RIGHTS OF CURE

12.1 Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in-lieu-of foreclosure, voluntary transfer or otherwise.

12.2 Mortgagee Obligations. City, upon receipt of a written request from a foreclosing Mortgagee, shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as reasonably possible; provided, however, that in no event shall such Mortgagee personally be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee. The foreclosing Mortgagee shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by the City pursuant to Section 13 of this Agreement, but shall not, itself, be required to comply with all of the provisions of this Agreement.

12.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for service thereof, City shall endeavor to deliver to the Mortgagee, concurrently with service thereof to Developer, all notices given to Developer describing all claims by the City that Developer has defaulted hereunder. If City determines that Developer is not in compliance with this Agreement, City also shall endeavor to serve notice of noncompliance on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in City's notice.

13. ASSIGNABILITY

13.1 Assignment. Neither Party shall convey, assign or transfer ("Transfer") any of its interests, rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that City consent shall not be required for a Transfer by Developer in accordance with this

Section. In no event shall the obligations conferred upon Developer under this Agreement be transferred except through a transfer of all or a portion of the Property. Should Developer transfer any of its interests, rights or obligations under this Agreement, it shall nonetheless remain liable for performance of the obligations for installation of public improvements and payment of fees, unless the transferee executes an Assumption Agreement in a form reasonably acceptable to the City whereby the transferee agrees to be bound by the relevant terms of the Agreement, including the obligations for installation of public improvements and payment of fees. During the Term, if Developer proposes the use of an Assumption Agreement, Developer shall provide City with written notice of a request to Transfer any interest in this Agreement ninety (90) days prior to any such contemplated Transfer. Any such request for a Transfer shall be accompanied by quantitative and qualitative information that substantiates, to the City's satisfaction, that the proposed transferee has the capability to fulfill the rights and obligations of this Agreement. Within forty-five (45) days of such a request and delivery of information, the City Manager shall make a determination, in his or her sole discretion, as to whether the Assumption Agreement is acceptable. Each successor in interest to Developer shall be bound by all of the terms and provisions applicable to the portion of the Property acquired. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, assigns and legal representatives. This Agreement shall be recorded by the City in the Santa Clara County Recorder's Office promptly upon execution by each of the Parties.

13.2 Covenants Run With The Land. The terms of this Agreement, the Zoning, and this Development Agreement are legislative in nature, and apply to the Property as regulatory ordinances. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall run with the land and shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Property, any lot, parcel or any portion thereof and any interest therein, whether by sale, operation of law or other manner, and shall inure to the benefit of the Parties and their respective successors.

13.3 Pre-Approved Transfers. The following transfers shall not require approval by the City, and shall automatically, upon the satisfaction of the conditions in Section 13.1 above, result in the release of Developer of its obligations hereunder as they may relate specifically to the specific property or asset sold or transferred: (a) transfer of any interest in the Project or the Property by Developer to an affiliated or related company or entity, prior to the issuance of any building permits; (b) sale or lease of one or more buildings, and (c) a loan or mortgage pertaining to the Property.

13.4 Release Upon Transfer. Upon the transfer, sale or assignment of Developer's rights and interests hereunder pursuant to the preceding subparagraph of this Agreement, Developer shall be released from the obligations under this Agreement with respect to the Property transferred, sold or assigned, arising subsequent to the date of City approval of such transfer, sale or assignment; provided, however, that any transferee, purchaser or assignee approved by the City expressly assumes the obligations of Developer under this Agreement. In any event, the transferee, purchaser or assignee shall be subject to all the

provisions hereof and shall provide all necessary documents, certifications and other necessary information prior to City approval.

13.5 Non-Assuming Transferees. Except as otherwise required by a transferor, the burdens, obligations and duties of such transferor under this Agreement shall not apply to any purchaser of any individual condominium offered for sale. The transferee in a transaction described above and the successors and assigns of such a transferee shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term hereof. Nothing in this Section shall exempt any property transferred to a non-assuming transferee from payment of applicable fees, taxes and assessments or compliance with applicable conditions of approval.

13.6 Foreclosure. Nothing contained in this Section 13 shall prevent a transfer of the Property, or any portion thereof, to a lender as a result of a foreclosure or deed in lieu of foreclosure, and any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such lender, and provided further, in no event shall any such lender or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under this Agreement (relating to the portion of the Property acquired by such lender) have been paid to City.

14. CONTROLLING LAW

14.1 Controlling Law. This Agreement shall be governed by the laws of the State of California, and the exclusive venue for any disputes or legal actions shall be the County of Santa Clara. Developer shall comply with all requirements of State and federal law, in addition to the requirements of this Agreement, including, without limitation, the payment of prevailing wages, if required by State or federal law. In any event, Developer shall pay prevailing wages for all work on off-site public improvements related to the Project.

15. GENERAL

15.1 Construction of Agreement. The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.

15.2 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by either Party of any of the covenants or conditions to be performed by Developer or City shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

15.3 Agreement is Entire Agreement. This Agreement and all exhibits attached hereto or incorporated herein, together with the Development Plan, Mitigation Monitoring and

Reporting Program, and the Conditions of Approval, are the sole and entire Agreement between the Parties concerning the Project. The Parties acknowledge and agree that they have not made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery, except representations set forth herein, and each Party acknowledges that it has relied on its own judgment in entering this Agreement. The Parties further acknowledge that all statements or representations that heretofore may have been made by either of them to the other are void and of no effect, and that neither of them has relied thereon in its dealings with the other. To the extent that there is any conflict between the approved Development Plan and this Agreement, the approved Development Plan shall govern the Parties' respective rights and obligations. Notwithstanding the foregoing provisions of this subsection, Developer and City acknowledge that they have entered into the Intersection Development Agreement, referred to in the recitals hereto, the purpose of which was to memorialize certain agreements relating to the transfer of a portion of the Property to the City for construction of certain roadway improvements prior to consideration by the City of the applications for approvals of the Project itself. The Parties do not intend to supersede, alter, or modify in any way the Intersection Development Agreement by this Agreement, and the Intersection Development Agreement remains in full force and effect according to its terms.

15.4 Estoppel Certificate. Either Party from time to time may deliver written notice to the other Party requesting written certification that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and constitutes a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, or, if it has been amended or modified, specifying the nature of the amendments or modifications, and, (iii) the requesting Party does not have knowledge of default in the performance of its obligations under this Agreement, or if in known default, describing therein the nature and monetary amount, if any, of the default. A Party receiving a request shall execute and return the certificate within thirty (30) days after receipt thereof. The City Manager shall have the right to execute the certificates requested by Developer. At the request of Developer, the certificates provided by City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form, and Developer shall have the right to record the certificate for the affected portion of the Property at its cost.

15.5 Severability. Each nonmaterial provision of this Agreement which is adjudged by a court of competent jurisdiction to be invalid, void or illegal shall in no way shall affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect. For the purposes of this section only, those sections of this Agreement that shall be deemed material include, but are not limited to, Sections 2, 3, 4, 5, 6, 7, and 13.

15.6 Further Documents. Each Party shall execute and deliver to the other all other instruments and documents as may be reasonably necessary to carry out this Agreement.

15.7 Time of Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties hereunder.

15.8 Defense and Indemnification Provisions. Developer, and with respect to the portion of the Property transferred to them, each Developer Transferee, hereby releases and agrees to protect, defend, hold harmless and indemnify City, its City Council, its officers, employees, agents and assigns (the "Indemnified Parties") from and against all claims, injury, liability, loss, cost and expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing the defense to any claim arising from the performance or non-performance of this Agreement by Developer. This provision is intended to be broadly construed and extends to, among other things, any challenge to the validity of this Agreement, environmental review for the Project, entitlements, or anything related to the passage of the Agreement by the City.

15.9 Construction. This Agreement has been reviewed and revised by legal counsel for both the City and Developer and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

16. TERMINATION

16.1 Termination. This Agreement shall terminate upon the earlier of (i) expiration of the Term, or (ii) when the Property has been fully developed and all of Developer's obligations have been fully satisfied as reasonably determined by City, or (iii) after all appeals have been exhausted before a final court of judgment, or issuance of a final court order directed to the City to set aside, withdraw, or abrogate the City's approval of this Agreement or any material part thereof. Upon termination of this Agreement as to all of the Property, at the request of Developer the City shall record a Notice of Termination for each affected parcel in a form satisfactory to the City Attorney in the Office of the Santa Clara County Recorder.

16.2 Effect Upon Termination on Developer Obligations. Termination of this Agreement as to the Developer shall not affect any of the Developer's obligations to comply with the City's General Plan, SCCC, Conditions of Approval (including any environmental mitigation measures) or any terms and conditions of any applicable zoning, or subdivision map or other land use entitlement approved with respect to the Project, nor shall it affect any other covenants or development requirements in this Agreement specified to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

16.3 Effect Upon Termination on City. Upon any termination of this Agreement as to all or a portion of the Property, the Approvals, Development Plan, Conditions of Approval, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested with respect to the Property, or portion thereof, and the City shall no longer be limited by this Agreement, to make any changes or modifications to the Approvals, conditions or fees applicable to the Property or portion thereof.

17. NOTICES

17.1 Notices. Except as otherwise expressly provided herein, all notices and demands pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified mail, postage prepaid. Except as otherwise expressly provided herein, notices shall be considered delivered when personally served, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by mail. Notices shall be sent to the addresses below for the respective parties; provided, however, that either Party may change its address for purposes of this Section by giving written notice to the other Party. These addresses may be used for service of process:

City:
City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

With copy to:
City Attorney
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Developer:
The Sobrato Organization
10600 North De Anza Boulevard, #200
Cupertino, CA 95014
Attn: John Michael Sobrato

The provisions of this Section shall be deemed directive only and shall not detract from the validity of any notice given in a manner that would be legally effective in the absence of this Section.

18. DEVELOPER INDEPENDENT CONTRACTOR

18.1 Developer is an Independent Contractor. Developer is not an agent or employee of City, but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed or utilized by Developer in connection with this Agreement are employees or contractors of Developer and shall not be considered employees of City in any respect.

19. PROJECT AS A PRIVATE UNDERTAKING

19.1 Project as a Private Undertaking. It is specifically understood and agreed that the Project is a private development. No partnership, joint venture or other association of any kind between City and Developer is formed by this Agreement.

20. NONDISCRIMINATION

20.1 Nondiscrimination. Developer shall not discriminate, in any way, against any person on the basis of race, color, national origin, gender, marital status, sexual orientation, age, creed, religion or disability in connection with or related to the performance of this Agreement.

21. FORCE MAJEURE

21.1 Force Majeure. In addition to any specific provisions of this Agreement, performance of obligations hereunder shall be excused and the term of this Agreement shall be extended during any period of delay caused at any time by reason of: floods, earthquakes, fires or similar catastrophes; wars, riots or similar hostilities; strikes and other labor difficulties beyond the Party's reasonable control; the enactment of new laws or restrictions imposed by other governmental or quasi governmental entities preventing this Agreement from being implemented; or litigation involving this Agreement or the Approvals, which delays any activity contemplated hereunder, unless such action is brought by Developer. City and Developer shall promptly notify the other Party of any delay hereunder as soon as possible after the delay has been, or should have been, known.

22. OPERATING MEMORANDA

22.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer, and refinements and further development of the Project may demonstrate that clarifications with respect to the details of performance of City and Developer or minor revisions to the Project are appropriate. If and when, from time to time, during the term of this Agreement, City and Developer agree that such clarifications or minor modifications are necessary or appropriate, they may effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an Amendment to this Agreement requiring public notice or hearing. The City Attorney shall be authorized in his/her sole discretion to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to require an amendment of the Agreement pursuant to Section 24 hereof. The City Manager may execute any operating memoranda without City Council action.

23. THIRD PARTIES

23.1 Third Parties. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Approvals, the Parties shall reasonably cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse City for all reasonable costs and attorneys' fees expended by City in defense of any such action or other proceedings.

24. AMENDMENTS

24.1 Amendments. No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both Parties, and completed in compliance with the procedures listed in SCCC and/or the Government Code for Development Agreement Amendments.

25. NO THIRD PARTY BENEFICIARY

25.1 No Third Party Beneficiary. This Agreement shall not be construed or deemed 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 hereunder for any cause whatsoever.

26. DISPUTE RESOLUTION

26.1 Any controversies between Developer 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.

26.2 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.

26.3 The costs of the mediator shall be borne by the Parties equally; however, each Party shall bear its own attorney, consultant, staff and miscellaneous fees and costs.

26.4 Mediation under this Section is a condition precedent to filing an action in any court, but it is not a condition precedent to the City's refusal to issue a building permit or any other entitlement under Section 5.

27. CONSENT

27.1 Consent. Where consent or approval of a Party is required or necessary under this Agreement, the consent or Agreement shall not be unreasonably withheld or delayed.

28. COVENANT OF GOOD FAITH AND FAIR DEALING

28.1 Covenant of Good Faith and Fair Dealing. Neither Party to this Agreement shall do anything which shall have the effect of harming or injuring the right of the other Party to receive benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and, each Party shall do everything which this Agreement contemplates to accomplish the objectives and purpose of this Agreement.

29. AUTHORITY TO EXECUTE

29.1 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement on behalf of Developer, and further represent that they have the authority to bind Developer to the performance of its obligations in this Agreement.

30. COUNTERPARTS

30.1 Counterparts. This Agreement may be executed in multiple originals, each of which is deemed an original, and may be signed in Counterparts. The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

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

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

SI 34, LLC
a California limited liability company

By: Sobrato Interests 1,
A California limited partnership

Its: Sole Member

By: Sobrato Development Companies, LLC,
A California limited liability company

Its: General Partner

Title: By: _____
John Michael Sobrato
Its Manager

Local Address: 10600 North De Anza Blvd., #200
Cupertino, CA 95014

Email Address:

Telephone: (408) 446-0700

Fax: (408) 446-0583

"DEVELOPER"

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
SI 34, LLC
A California limited liability company

EXHIBIT A

LEGAL PROPERTY DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION
FOR: PLANNING PURPOSES

All of Parcel 4, situated in the City of Santa Clara, County of Santa Clara, State of California, as shown on that certain Parcel Map filed on November 22, 1982 in Book 506 of maps at Pages 30, 31, 32 and 33, Santa Clara County Records, and being more particularly described as follows:

Beginning at the northwesterly corner of said Parcel 4;

Thence along the following seventeen (17) courses and distances:

1. South 89°55'42" East, 611.79 feet to the northeasterly corner of said Parcel 4;
2. South 48°58'07" East, 15.30 feet;
3. Along a non-tangent curve to the left having a radius of 150.00 feet, to which point a radial line bears South 79°32'54" West, through a central angle of 24°07'26" for an arc distance of 63.16 feet;
4. South 34°34'31" East, 498.63 feet;
5. Along a curve to the right having a radius of 250.00 feet, through a central angle of 18°42'43" for an arc distance of 81.65 feet;
6. South 15°51'48" East, 37.65 feet;
7. Along a curve to the left having a radius of 230.00 feet, through a central angle of 54°44'38" for an arc distance of 219.76 feet;
8. South 70°36'26" East, 12.80 feet;
9. South 19°23'34" West, 26.65 feet;
10. South 59°27'52" West, 36.00 feet;
11. Along a non-tangent curve to the right having a radius of 84.00 feet, to which point a radial line bears North 59°27'52" East, through a central angle of 70°33'19" for an arc distance of 103.44 feet;
12. South 40°01'11" West, 58.24 feet;
13. Along a non-tangent curve to the left having a radius of 850.00 feet, to which point a radial line bears North 40°01'11" East, through a central angle of 30°08'42" for an arc distance of 447.21feet;
14. North 80°07'30" West, 101.17 feet;
15. Along a non-tangent curve to the left having a radius of 856.00 feet, to which point a radial line bears North 03°05'14" East, through a central angle of 15°18'32" for an arc distance of 228.71 feet;
16. Along a curve to the right having a radius of 90.00 feet, through a central angle of 80°14'36" for an arc distance of 126.05 feet;
17. Along a compound curve having a radius of 4,514.00 feet, through a central angle of 9°12'55" for an arc distance of 726.02 feet to the Point of Beginning.

Containing 13.453 ± acres.

As shown on Exhibit "B" Attached hereto and by this reference made a part hereof.

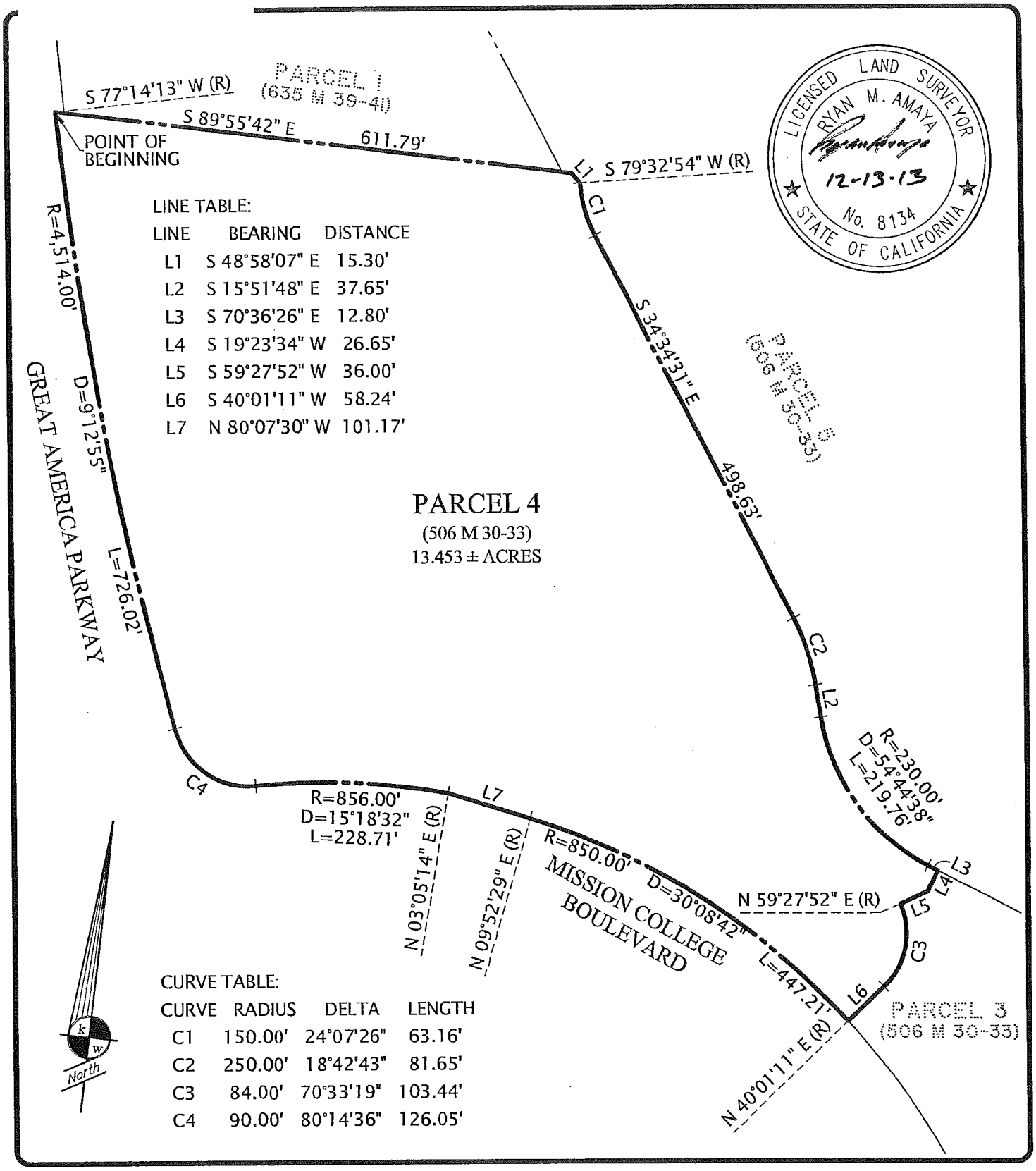
Legal Description prepared by Kier & Wright Civil Engineers and Surveyors, Inc.

12-13-13
Date

Ryan M. Amaya, L.S. 8134

LICENSED LAND SURVEYOR
RYAN M. AMAYA
No. 8134
STATE OF CALIFORNIA

I:\PROJECTS\A07189-5\DOCS\SURVEY DOCS\LEGAL DESCRIPTION\4301 GAP-LEGAL DESCRIPTION.doc



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 48°58'07" E	15.30'
L2	S 15°51'48" E	37.65'
L3	S 70°36'26" E	12.80'
L4	S 19°23'34" W	26.65'
L5	S 59°27'52" W	36.00'
L6	S 40°01'11" W	58.24'
L7	N 80°07'30" W	101.17'

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	150.00'	24°07'26"	63.16'
C2	250.00'	18°42'43"	81.65'
C3	84.00'	70°33'19"	103.44'
C4	90.00'	80°14'36"	126.05'

PLAT TO ACCOMPANY LEGAL DESCRIPTION

FOR: PLANNING PURPOSES

SANTA CLARA CALIFORNIA

EXHIBIT "B"

USER: ekomikowa I:\PROJECTS\A07189-5\DWG\SURVEY\PLAT\C-PLAT.dwg DECEMBER 13, 2013 3:13 PM

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
3350 Scott Boulevard, Building 22 (408) 727 6665
Santa Clara, California 95054 fax (408) 727 5641

DATE	DEC., 2013
SCALE	1" = 150'
DR. BY	EK
JOB	A07189-5
SHEET NO.	1 OF 1

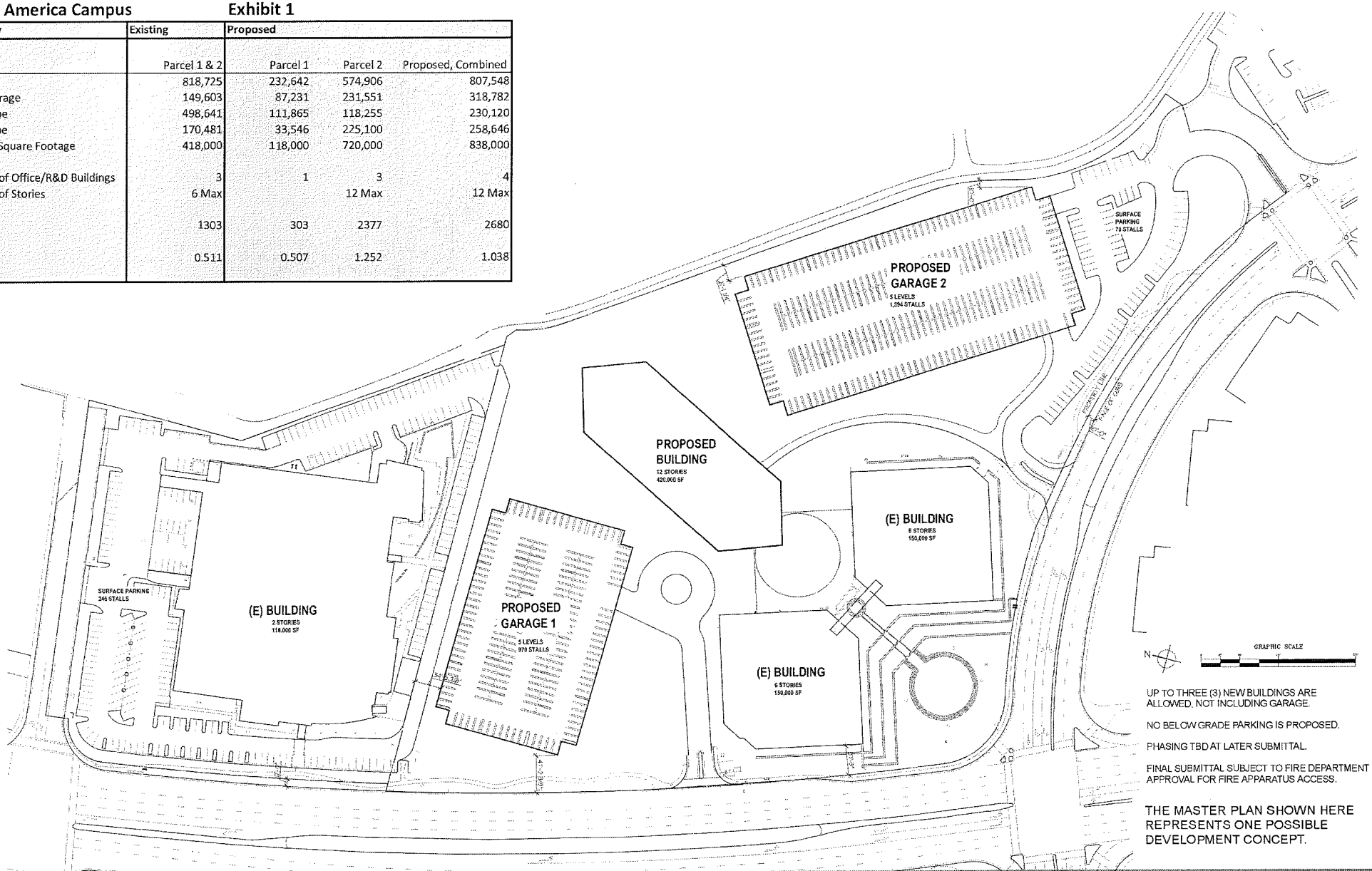
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
SI 34, LLC
A California limited liability company

EXHIBIT B

SELECTED PAGES OF DEVELOPMENT PLAN

Great America Campus — Exhibit 1

Category	Existing	Proposed		
Parcel	Parcel 1 & 2	Parcel 1	Parcel 2	Proposed, Combined
Lot Area	818,725	232,642	574,906	807,548
Lot Coverage	149,603	87,231	231,551	318,782
Hardscape	498,641	111,865	118,255	230,120
Landscape	170,481	33,546	225,100	258,646
Building Square Footage	418,000	118,000	720,000	838,000
Number of Office/R&D Buildings	3	1	3	4
Number of Stories	6 Max		12 Max	12 Max
Parking	1303	303	2377	2680
FAR	0.511	0.507	1.252	1.038



UP TO THREE (3) NEW BUILDINGS ARE ALLOWED, NOT INCLUDING GARAGE.

NO BELOW GRADE PARKING IS PROPOSED.

PHASING TBD AT LATER SUBMITTAL.

FINAL SUBMITTAL SUBJECT TO FIRE DEPARTMENT APPROVAL FOR FIRE APPARATUS ACCESS.

THE MASTER PLAN SHOWN HERE REPRESENTS ONE POSSIBLE DEVELOPMENT CONCEPT.

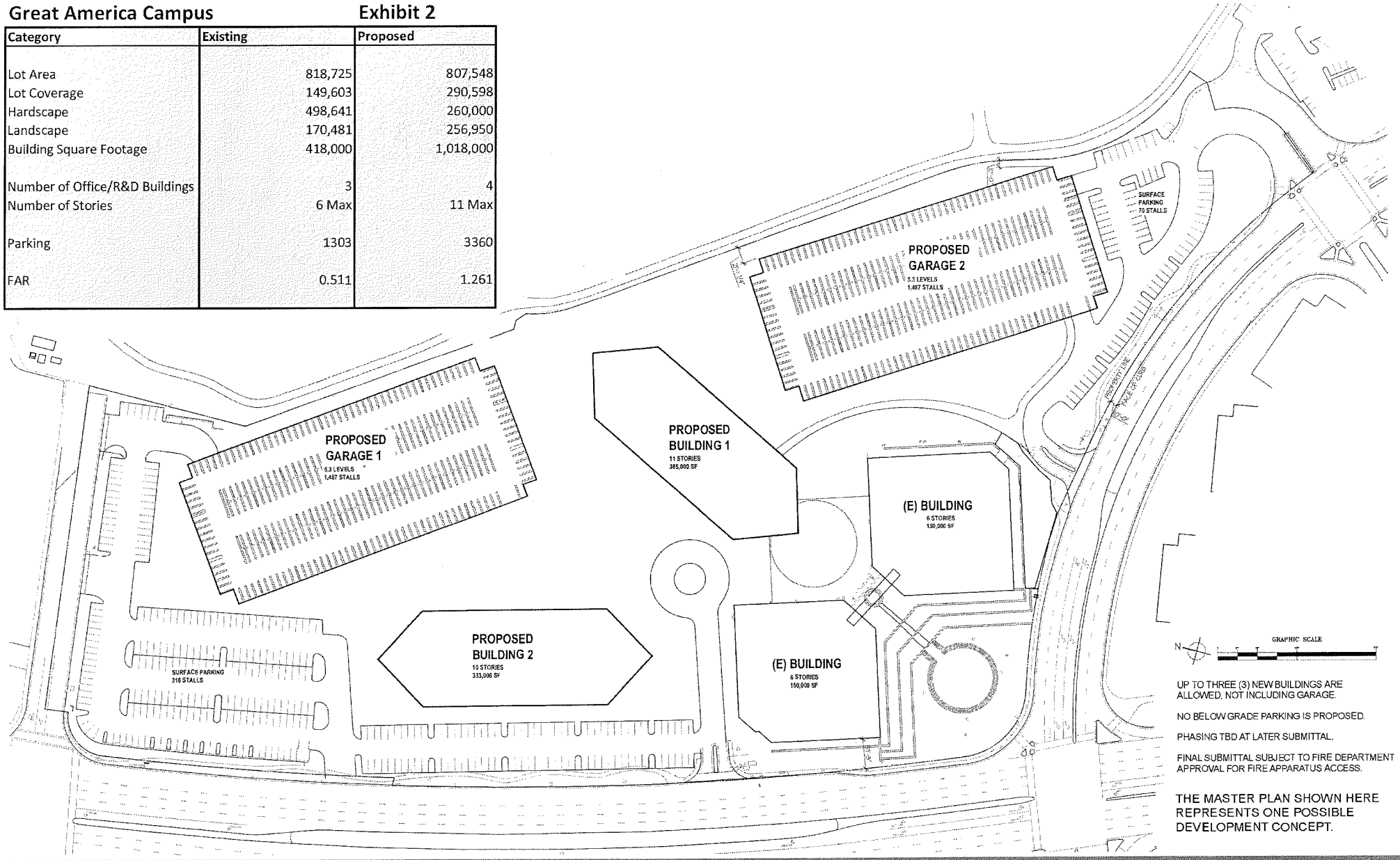
GREAT AMERICA CAMPUS
SANTA CLARA, CA

Conceptual Master Plan- Exhibit 1

MP 1
June 3, 2013

Great America Campus — Exhibit 2

Category	Existing	Proposed
Lot Area	818,725	807,548
Lot Coverage	149,603	290,598
Hardscape	498,641	260,000
Landscape	170,481	256,950
Building Square Footage	418,000	1,018,000
Number of Office/R&D Buildings	3	4
Number of Stories	6 Max	11 Max
Parking	1303	3360
FAR	0.511	1.261



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GREAT AMERICA CAMPUS
SANTA CLARA, CA

Conceptual Master Plan- Exhibit 2

MP 2
June 3, 2013

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
SI 34, LLC
A California limited liability company

EXHIBIT C

CONDITIONS OF APPROVAL

CONDITIONS OF APPROVAL

In addition to complying with all applicable codes, regulations, ordinances and resolutions, the following **conditions of approval** are recommended:

GENERAL

G1. 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.

G2. 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.

PLANNING AND BUILDING INSPECTION

P1. Obtain required permits and inspections from the Building Official and comply with the conditions thereof. The developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A stormwater pollution prevention plan is also required with the NOI.

P2. Developer shall employ green building standards and materials in the site design and construction of the campus development project designed to meet the LEED checklist for Core and Shell Office Buildings for new construction applicable at the time of building permit issuance.

P3. Submit plans for final architectural review and conceptual landscape plan to the Planning Department consistent with the development standards approved as part of the project for Architectural Committee review and approval of site layout, building design and materials, circulation, landscaping, and lighting prior to issuance of building permits. Include color palette and materials board.

P4. Submit complete landscape plans, including irrigation plan and composite utility and tree layout overlay plan, for final Planning Division review and approval prior to the issuance of occupancy and or final building permits. The overlay plan is to show the location of all utilities, storm drains, catch basins, sewer mains, joint trenches, building footprints, driveways, walkways, and trees. Trees are required to be 10' from public water, storm and sewer facilities unless a City approved Tree Root Barrier (TRB) is used. If a City approved TRB is used the TRB must be a minimum of 5' from the public water, storm and sewer facility with the tree behind the TRB, and specified on the plan. Use of supersoil may be required with the installation of trees where electric, water and sewer utilities are in proximity.

P5. Type and location of street trees to be reviewed and approved by City Arborist. Coordinate with the Street Department and City Arborist for the type, location, installation and maintenance of street trees fronting the project site along the public right-of-way.

P6. Landscape plan to include type and size of proposed trees. Type and size of tree

placement on project site shall be at the direction of the City Arborist and require Planning Division review and approval.

P7. A tree protection plan shall be included with drawings submitted for demolition, grading or other earthwork in the vicinity of existing trees on the site.

P8. Project shall be required to provide third party verification of C3 compliance for on-site post construction stormwater treatment with submittal of final design for plan check and prior to building permit issuance.

P9. Submit a lighting plan, including light fixture details, for Planning Division review and approval.

P10. It shall be the developer's responsibility through his engineer to provide certification to certify that the drainage design for the subject property will prevent flood water intrusion in the event of a storm of 100-year return period. The developer's engineer shall verify that the site will be protected from off-site water intrusion by designing the on-site grading and stormwater collection system using the 100-year hydraulic grade line elevation provided by the City's Engineering Department or the Federal Flood Insurance Rate Map, whichever is more restrictive. Said certification shall be submitted to the City Building Official prior to issuance of building permits.

P11. The project will be required to comply with the City's Urban Runoff Pollution Prevention Program, including best management practice measures for construction and post-construction activity, including reducing runoff to public storm drain facilities from rooftops and paved surfaces.

P12. The project shall comply with the mitigation measures identified in the Environmental Impact Report and Mitigation Monitoring and Reporting Program for the Great America Office Expansion Project.

P13. The project shall comply with the conditions set forth in the Development Agreement for The Great America Office Expansion Project.

P14. The developer shall submit a truck hauling route for demolition, soil, debris and material removal, and construction to the Director of Planning and Inspection for review and approval prior to issuance of any demolition or building permit.

P15. The developer/property owner shall implement the project Transportation Demand Management (TDM) program that includes elements to reduce vehicle trips by five percent or more.

P16. Developer/property owner shall monitor the project TDM program and submit an annual report to the Director of Planning and Inspection of company employee participation in the project TDM program to achieve a minimum five percent reduction in work-related vehicle trips.

P17. The developer/property owner shall participate in exploring the feasibility of adding transportation services to link businesses with multi-modal transit in cooperation with the City, other public agencies, and other local business interests.

P18. The Developer shall provide an avigation easement to the city of San Jose prior to issuance of occupancy permits.

ENGINEERING

E1. Obtain site clearance through Engineering 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 Engineering 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 Engineering 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. The sanitary sewer (SS) discharge information (i.e., building use, square footage, point of connection to the public system, and 24-hour average and peak SS flow graphs for the peak day, showing average daily and peak daily SS flows) submitted by the developer was added to the City's Sanitary Sewer Hydraulic Model (SSHM) to determine if there is enough SS conveyance capacity in the SS trunk system to accommodate the proposed development. The SSHM output shows that there is slight surcharging in some downstream SS trunk lines. The SSHM output may change based on pending development applications and future projects. The SSHM output does not guarantee or in any way reserves or holds SS conveyance capacity until developer has Final Approval for the project. For purposes of this condition, "Final Approval" shall mean the final vote of the City Council necessary for all entitlements to be approved, unless a legal challenge is brought to the Council decisions, in which case the Final Approval shall mean the final disposition of the legal challenge.

E4. Developer shall provide a complete storm drains study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.

E5. Show and comply with City's intersection corner vision triangle and driveway vision triangle requirements.

E6. 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.

E7. Unused driveways in the public right-of-way shall be replaced with City standard curb, gutter, and sidewalk.

E8. Construct driveways in the public right-of-way to City commercial type standard. Any proposed non-standard driveway will require approval of the City Engineer and the developer's execution of an agreement to maintain the driveway.

E9. Execute Covenant(s) Running with the Land to assume maintenance responsibility for non-standard street improvements. Non-standard street improvements include, but are not limited to proposed curb return type driveways.

E10. Obtain Council approval of a resolution ordering vacation of the portion of existing easement(s) proposed to be abandoned, through Engineering Department, and pay all appropriate fees, prior to building permit issuance. Installation of replacement utilities and dedication of new easements must be completed prior to the relinquishment of existing easements.

E11. In addition to Traffic Impact Fee imposed upon the project for local street mitigation improvements, the project shall also contribute one dollar per square foot of gross floor area ($1.00/gross sq. ft.) to the City, prior to building permit issuance. This fee is to be used toward improvements for the partial mitigation of this project's significant traffic impacts on regional transportation facilities, including but not limited to freeways and expressways, as they are defined in the environmental impact report prepared in conjunction with this project application.

E12. Comply with mitigations and recommendations identified in the project's Traffic Impact Analysis (TIA)/Environmental Impact Report (EIR) for the Great America Office Expansion Project.

E13. Provide 128 Class I bicycle parking space/lockers and 24 Class II bicycle rack spaces located in visible locations near buildings' main entrances.

E14. The Developer is to cause a Parcel Map or Lot Line Adjustment to be recorded to create the parcel for development prior to the issuance of building permit.

ELECTRICAL

EL1. Prior to submitting any project for Electric Department review, applicant shall provide a site plan showing all existing utilities, structures, easements and trees. Applicant shall also include a "Load Survey" form showing all current and proposed electric loads. A new customer with a load of 500KVA or greater or 100 residential units will have to fill out a "Service Investigation Form" and submit this form to the Electric Planning Department for review by the Electric Planning Engineer. Silicon Valley Power (SVP) will do exact design of required substructures after plans are submitted for building permits.

EL2. The Developer shall provide and install electric facilities per Santa Clara City Code chapter 17.15.210.

EL3. Electric service shall be underground. See Electric Department Rules and Regulations for available services.

EL4. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter 17.15.050.

EL5. Underground service entrance conduits and conductors shall be "privately" owned, maintained, and installed per City Building Inspection Division Codes. Electric meters and main disconnects shall be installed per SVP Standard MS-G7, Rev. 2.

EL6. The developer shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the developer and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

EL7. All electric meters and services disconnects shall be grouped at one location, outside of the building or in a utility room accessible directly from the outside. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.

EL8. If transformer pads are required, City Electric Department requires an area of 17' x 16'-2", which is clear of all utilities, trees, walls, etc. This area includes a 5'-0" area away from the actual transformer pad. This area in front of the transformer may be reduced

from an 8'-0" apron to a 3'-0", providing the apron is back of a 5'-0" minimum wide sidewalk. Transformer pad must be a minimum of 10'-0" from all doors and windows, and shall be located next to a level, drivable area that will support a large crane or truck.

EL9. All trees, existing and proposed, shall be a minimum of five (5) feet from any existing or proposed Electric Department facilities. Existing trees in conflict will have to be removed. Trees shall not be planted in PUE's or electric easements.

EL10. Any relocation of existing electric facilities shall be at Developer's expense.

EL11. Electric Load Increase fees may be applicable.

EL12. The developer shall provide the City, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the City shall accept the work. Developer shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a customer to the electrical supply system of and by the City. After completion of the facilities installed by developer, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system (Santa Clara City Code chapter 17.15.210 (2)).

EL13. Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

WATER

W1. Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide Water and Sewer Utilities and the property owners' association "as-built" drawings of the on-site public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this requirement may prevent the applicant from obtaining a Certificate of Occupancy.

W2. Applicant is advised that building height may require pumping to maintain adequate pressure for fire and domestic water. Prior to the City's issuance of Building Permits, the applicant shall submit plans providing for water service facilities as necessary to provide adequate water pressure for fire flow and domestic water needs to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this requirement may prevent the applicant from obtaining Building Permits.

W3. Approved backflow prevention device(s) is required on all potable water services. Prior to the City's issuance of Building Permits, the applicant shall submit plans showing the location of the approved backflow prevention device(s) to the satisfaction of the Director

of Water and Sewer Utilities. Failure to comply with this requirement may prevent the applicant from obtaining Building Permits.

W4. Prior to issuance of Building Permits the applicant shall submit plans for independent water and sewer service to each individual parcel connected to a public main in the public right-of-way to the satisfaction of the Director of Water and Sewer Utilities. Additionally, different types of water use (domestic, irrigation, fire) shall be served by individual water services. Failure to comply with this requirement may prevent the applicant from obtaining Building Permits.

W5. Developer is advised that existing water services may be inadequate for the proposed project. The Developer shall provide hydraulic calculations showing that the existing water service is adequate for the proposed development to the satisfaction of the Director of Water and Sewer Utilities. If the service is inadequate, applicant is responsible for all necessary upgrades to serve proposed development. Failure to comply with this requirement may prevent the applicant from obtaining grading permits.

W6. All on-site water distribution facilities shall be private and maintained by owner or property owners' association. Prior to issuance of Building Permits, the applicant shall provide plans for the design of all proposed water service connection(s) by either individual meter(s) or master meter(s) at the public street right-of-way or a dedicated water utility easement adjacent to the public right-of-way, to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

W7. Recycled water is available to the subject property. Landscape irrigation and applicable industrial water of the subject site shall be provided by City's recycled water system. Prior to the City's issuance of Building Permits, the applicant shall submit plans showing potable and recycled water piping including service connections in compliance with the City's Rules and Regulations for recycled water use to the satisfaction of the Director of the Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

W8. Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water and Sewer Utilities. Decorative water features may be permanently connected to City recycling water supply. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

W9. Prior to issuance of Building Permits, the applicant shall submit plans showing a clean out at the property line for each sanitary sewer lateral to the satisfaction of the Director of the Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits. Failure to construct the clean-outs may prevent the applicant from obtaining Occupancy.

W10. Prior to issuance Building Permits, the applicant shall submit plans that show required fire hydrants as part of a private system to the satisfaction of the Director of Water and Sewer Utilities. Failure to comply with this condition may prevent applicant from obtaining Building Permits.

FIRE

F1. Approved fire apparatus access roads (public/private) shall be established and maintained to within 150 feet of all exterior walls of any building.

F2. Approved fire apparatus access roads shall have a minimum 20-foot width, have a minimum 13"6" vertical clearances and have a minimum 36-foot inside turning radius.

F3. Dead-end fire apparatus access roads that exceed 150 feet in length shall be provided with a 75-foot diameter vehicle turnaround or an approved hammerhead turnaround (incorporating the minimum 36-foot inside turning radius).

F4. Adjacent private emergency access roads from lands adjoining a property required to have access shall not be considered unless such access is designated as a "shared Emergency Access Easement" (E.A.E.).

F5. In new buildings, or buildings expanded by more than 20%, or buildings in which a change in occupancy classification occurs where adequate interior emergency radio communication is not possible, a system or equipment that will provide emergency radio coverage acceptable to the Fire Code Official shall be installed (SCMFEC 511.1)

F6. Private fire hydrants and mains capable of supplying the required fire flow shall be installed when any portion of the building protected is in excess of 150 feet from a water supply, as measured by an approved route around the exterior of the facility or building. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided. Fire flow for hydrants shall be in accordance with Appendix B and C of the 2010 CFC. Show all existing and proposed on-site and city fire hydrants on the site plan at time of Building Permit application. Also show the proposed fire service line with FDC, PIV and ASR.

F7. When a new back flow preventer is installed for an existing fire service, an Underground Fire Service permit shall be required (as outlined below). The permit submittal shall include the manufacturer's specifications and pressure loss chart for the back flow preventer being installed. If the water meter is installed on the same line (typically only for residential facilities), then submit the meter's specification and pressure loss chart as well. Hydraulic calculations shall also be submitted demonstrating that the sprinkler demand and hose allowance still provide a 10% safety margin from what is available for the existing system.

F8. New raised floor areas: Either an automatic sprinkler system, carbon dioxide extinguishing system, or inert agent fire extinguishing system for the protection of the area below the raised floor in an information technology equipment room or information technology equipment area shall be provided (2010 NFPA 13, 21.14.2.3).

F9. Data centers: A sprinkler design hazard of Ordinary Group 1 is recommended for above ceiling spaces in the data center areas. In rooms where batteries are to be stored, an Ordinary Group 1 design is required.

F10. When underground fire service mains are required, submit separate plans, fees and fire flow calculations to the Fire Department for separate review and permit. Each parcel or building may require separate fire service. (NOTE: Stamped and wet signed Civil drawings shall be submitted in conjunction with shop quality drawings by the installing "A" or "C-16" licensed contractor).

F11. Any development providing any combination of six (6) or more fire hydrants, fire sprinkler or standpipe services, shall not be served bay a dead end water main, but rather served by a looped service with two separate feeds containing Fire Department connections (FDCs), post indicator valves (PIVs) and private fire hydrants. When a FDC pressurizes fire service mains including private hydrants, the hydrant intended to be used by the Fire Department must be a hydrant directly connected to the public water main (i.e., a city hydrant). Each fire sprinkler system shall be provided with an independent FDC when the fire service main includes fire hydrants and sprinkler systems. The FDC and PIV shall be located on the street fronting each building. The FDC shall be located within 50 feet of a city (public) fire hydrant, plus on the same side of the road as the fire hydrant(s).

F12. In private underground piping systems, any dead end pipe, which supplies both sprinkler and hydrants, shall be not less than eight (8) inches in diameter.

F13. Backflow preventer model and installation detail shall be approved by City of Santa Clara Water Department. Contact: (408) 615-2000. If property has a single fire service connection to the City water main, typically a minimum Double-Check Detector Assembly (DCDA) backflow device is required. If property has more than one fire service connection to the City water main, typically the backflow device at each connection shall be a Reduced Pressure Detector Assembly (RPDA).

F14. Required fire pumps shall be supplied by connections to a minimum of two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate. Exception: Two connections to the same main shall be permitted provided the main is valved such that an interruption can be isolated so that the water supply will continue through at least one of the connections (CFC 403.3.2).

F15. A secondary on-site water supply shall be provided for high-rise buildings. The secondary water supply shall have a usable capacity of not less than the hydraulically calculated sprinkler demand plus 100 gpm for the inside hose stream allowance, for a duration of not less than 30 minutes or as determined by the sprinkler system design occupancy hazard classification in accordance with NFPA 13, whichever is greater. The Class I standpipe system demand shall not be required to be included in the secondary on-site water supply calculation. In no case shall the secondary on-site water supply be less than 15,000 gallons (CFC 903.3.5.2).

F16. A fire alarm system shall be provided as required in Section 907.2.13.

F17. An emergency voice/alarm communication system shall be provided in accordance with Section 907.6.2.2 of the CFC. In high rise building the system shall operation on a minimum of the alarming floor, the floor above and the floor below. Speakers shall be provided throughout the building by paging zones. At a minimum, paging zones shall be provided as follows: 1) Elevator Groups; 2) Exit stairways; 3) Each floor; and 4) Areas of refuge as defined in Section 1002.1.

F18. Emergency responder radio coverage shall be provided in accordance with Section 510 of the CFC (CBC 403.4.4).

F19. Luminous Egress Path Markings are required for A, B, E, I, M & R-1 buildings having occupied floors located more than 75 feet above the lowest level of Fire Department vehicle access. Exceptions may apply, and refer to CFC, 1024 for specific requirements.

F20. Smoke detection shall be provided in accordance with Section 907.2.13.1. of the CBC.

F21. A fire command center complying with Section 508 of the CFC shall be provided in a location approved by the Fire Department. The fire command center shall be a minimum of 200 square feet in area with a minimum dimension of 10 feet (CFC 508.1.3). The fire command center shall included, but not be limited to the following features (CFC 508.1.5): 1) The emergency voice/alarm communication system control unit; 2) The Fire Department communications system 3) Fire detection and alarm system enunciator; 4) Annunciate unit visually indicating the location of the elevators and whether they are operation; 5) Status indicators and controls for air distribution systems; 6) The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building; 7) Controls for unlocking stairway doors simultaneously; 8) Sprinkler valve and waterflow detector display panels; 9) Emergency and standby power status indicators; 10) A telephone for Fire Department use with controlled access to the public, 11) telephone system; 12) Fire pump status indicators; 13) Generator supervision devices, manual start and transfer features; 14) Public address system, where specifically required by other sections of this code; 15) Elevator fire recall switch in accordance with California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 6, Elevator Safety Orders, and 16) Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.

F22. A passive or active smoke control system or combination thereof shall be provided in accordance with Section 909 of the CFC.

F23. A standby power system complying with Chapter 27 shall be provided for standby power loads specified in Section 403.4.7.2 of the CFC. If the standby system is a generator set inside a building, the system shall be located in a separate room enclosed with 2-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712 or both. System supervision with manual start and transfer features shall be provided at the fire command center (CBC 403.4.7).

F24. An emergency power system complying with Chapter 27 shall be provided for emergency power loads specified in Section 403.4.8.1 (CBC 403.4.8).

F25. An on-premise fuel supply, sufficient for not less than six-hour full-demand operation of the system, shall be provided. Fire pumps shall be provided with an on-premise fuel supply, sufficient for not less than eight-hour full-demand operation of the rated pump capacity in addition to all other required supply demands in accordance with Section 913, NFPA 20 and this section (CFC 604.2.14.1.1).

F26. Stairway doors other than the exit discharge doors shall be permitted to be locked form the stairway side. Stairway doors that are locked from the stairway side shall be capable of being unlocked simultaneously without unlatching upon a signal from the fire command center. Upon failure of electrical power to the locking mechanism the door shall unlock (CBC 403.5.3).

F27. A telephone or other two-way communications system connected to an approved constantly attended station shall be provided at not less then every fifth floor in each stairway where the doors to the stairway are locked (CBC 403.5.3.1).

F28. At time of building permit application, state on the title sheet what type of sprinkler system will be required (NFPA 13 or 13R). If a sprinkler system is used for increases in height/stories/area allowable, etc., it shall be a NFPA 13 system.

F29. An approved automatic sprinkler system in accordance with Section 903.1.1 shall be allowed to be substituted for one-hour fire-resistance rated construction, provided such system is not otherwise required by other provision of the code or used for an allowable increase in accordance with Section 506.3 or an allowable height increase in accordance with Section 504.2. The one-hour substitution for the fire resistance of exterior walls shall not be permitted (CBC Table 601, footnoted).

F30. An automatic fire sprinkler system is required for all new buildings that have a gross floor area in excess of 1,000 square feet (2010 SCMFEC 903.2). A separate Fire Department permit is required for the sprinkler system (*Sprinkler main drain test valves shall discharge to the sanitary sewer system (via an indirect connection) or shall discharge onto a landscape area of sufficient size.)*

F31. Standpipe System: When installing or modifying the Standpipe System, notify the installer (a licensed C-16 contractor) to apply for a "Standpipe System" permit. NOTE: A separate permit is not required when the standpipe system is combined with an automatic sprinkler system. Class I standpipe hose connections shall be provided in all of the following locations: a) In every required stairway, a hose connection at each floor level (not at the intermediate landings between floors), including the first floor; b) On each side of the wall adjacent to the exit opening of a horizontal exit (exceptions may apply); c) In every exit passageway, at the entrance from the exit passageway to other areas of a building (exceptions may apply); and 4) Where the roof has a slope less than four units vertical in 12 units horizontal (33.3 percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes (CFC, 905.4). Additional standpipes may be required (AHJ & CFC, 905.1).

F32. Modifications to the existing sprinkler system will require a separate permit to be applied for directly to the Fire Department.

F33. When in the opinion of the fire code official, a new structure obstructs the line of sight emergency radio communications to existing buildings or to any other locations, the developer of the structure shall provide and install the radio retransmission equipment necessary to restore communications capabilities. The equipment shall be located in an approved space or area within the new structure. Refer to CFC, Appendix J and Section 510(SCMFEC, 510).

F35. A fire alarm system shall be provided in accordance with the Fire Code.

F36. Battery systems with more than 50 gallons electrolyte capacity (or 1,000 pounds for lithium ion and lithium metal polymer) will require Fire Department permit(s).

F37. Rubbish containers: Containers that are 1.5 cubic yards (40.5 cubic feet) or more shall not be stored in buildings or placed within five feet of combustible walls, openings, property lines or combustible roof eave lines unless protected by approved fire sprinklers (CFC 304.3.3). Exceptions may apply. If a roof over the trash enclosure is to be provided, then it shall be of non-combustible construction.

F38. Businesses that store more than 1,320 gallons (accumulative for 55 gallons and larger in drums and/or tanks on a contiguous property) of petroleum products aboveground must prepare a Spill Prevention Control and Countermeasure (SPCC) plan. If the business has over 10,000 gallons of petroleum products, the SPCC must be signed by a professional engineer. If the business has between 1,320 and 10,000 gallons the owner/operator can self-certify the SPCC plan (additional requirements apply for self-certification).

F39. For businesses that currently do not have a SPCC plan, the SPCC plan must be signed and a copy kept on-site prior to using/filling the tank/equipment. Have the SPCC plan available to the Fire Department at time of inspection.

F40. For businesses that currently have a SPCC plan, and are adding additional tanks/equipment amendments to the existing SPCC plan must be made, signed and a copy kept on-site within six months of the change.

F41. SPCC Plan requirements are found in Title 40, Code of Federal Regulations, Part 112. Information regarding SPCC plan preparation and submittal requirements is available on the Internet at http://www.calepa.ca.gov/CUPA/Aboveground/FactSheetSPCC.pdf (H&SC §2527005(c)).

F42. At the time of permit application, submit a construction "Fire Safety Plan" to the Fire Department for review and approval. The "Fire Safety Plan" shall address fire protection (i.e., access roads, water mains, on-site fire hydrants, fire extinguishers and standpipes) be installed and made serviceable prior to the time of construction. Include in the safety plan the location of fire extinguishers, fire hydrants (public and private), storage of combustible construction materials, propane tanks, and "NO SMOKING" signs. Plus the Safety plan shall address the how the following items will be used: temporary heating devices, temporary electrical wiring, cutting/welding and other open-flame devices. See "Standards for Construction site fire Safety" handout or website at www.unidocs.org/fire

F43. At the time of Building Permit application, submit Civil Drawings that denote existing and proposed locations of fire hydrants, underground sectional valves, fire department connections and post indicator valves for Fire Department review and approval.

F44. Prior to combustible materials being brought onto the site, approved fire apparatus access roads shall be constructed. These shall be capable of supporting the imposed fire apparatus load (75,000 lbs.) and have a Fire Department approved all-weather driving surface.

F45. Construction materials shall not obstruct access roads, access to buildings, hydrants or fire appliances.

F46. Combustible construction in excess of 100 feet from the street shall not commence until emergency access roads; underground fire service lines and permanent on-site hydrants are in service and have been tested, flushed and approved by the Fire Department.

F47. During construction of a building and until permanent fire-extinguishers have been installed, portable fire extinguishers are required within 50 feet travel distance to any part of the building in accordance with California Fire Code and the Santa Clara Municipal Fire and Environmental Code.

F48. General Permit Storm Water Discharges Associated with Construction Activity-Water Quality through the State (order 99-08-DWQ) shall be adhered to regarding non-point

source issues on construction sites (i.e., prevention of paints, debris, etc. from going down storm drains). The Permit is issued by the State Water Resources Control Board. Information regarding the permit can be found at www.waterboards.ca.gov/stormwtr/index.html.

F49. Internal-combustion-powered construction equipment shall be used as follows: a) Equipment shall not be refueled while in operation; and b) Exhausts shall be piped to the outside of the building.

POLICE

PD1. The Developer shall provide a minimum average illumination of one-foot candle in carport, parking areas and in all common pedestrian or landscaped areas of the development, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives. The illumination should be deployed in fixtures that are both weather and vandal resistant.

PD2. Provide a minimum average illumination of one-foot candle in carport, parking areas and in all common pedestrian or landscaped areas of the development. The illumination should be deployed in fixtures that are both weather and vandal resistant.

PD3. Address numbers of the individual units shall be clearly visible from the street and shall be a minimum of six (6) inches in height and of a color contrasting with the background material. Numbers shall be illuminated during the hours of darkness. Individual apartment numbers shall be a minimum of six (6) inches in height and a color contrasting to the background material and either visible from the street or from the center area of the project. Where multiple units/buildings occupy the same property, unit/building address shall be clearly visible.

PD4. The Developer shall meet the City's guidelines established for radio signal penetration, detailed in the Santa Clara Police Department's Public Safety Radio System Building Penetration Guidelines. The intended use of telecommunications sites shall be clearly and accurately stated in the project description. The signal, of whatever nature, of any communications facility or system, shall in no way whatsoever interfere with or affect any Police communication or Police communication system.

PD5. The Developer shall provide enclosure fencing (trash area, utility equipment, etc.) that is either see-through or that has a six (6) inch opening along the bottom for clear visibility. Any gates or access doors to these enclosures should be locked.

PD6. The Owner/Developer shall ensure that exterior elevators are see-through for maximum visibility. The Owner/Developer shall ensure that all elevators are well lit and equipped with a security mirror to provide interior and exterior visibility prior to entry or exit.

PD7. In a development where there is an alley, driveway, etc. providing a rear entrance or access, the Developer shall ensure that addresses are displayed to both the front and rear of the individual buildings. Where an alley, driveway, etc. provides vehicular access, address numbers shall be clearly visible from that access.

PD8. Public Safety Radio Systems Guidelines have been established by the City of Santa Clara Police Department for radio signal penetration during emergencies. The Developer is advised that the project may be required to install equipment for adequate radio coverage for the City Of Santa Clara Radio Communications System, including but not limited to

Police & Fire emergency services. The Developer should contact the Director of Communications at (408) 615-5571.

PD9. Parking structures, including ramps, corners and entrances, should be illuminated at a minimum of an average of 5-foot candles at all hours by the Developer, subject to adjustments by the Police Chief in consultation with Silicon Valley Power and Planning Department as necessary for the project to meet LEED Certification, or equivalent, objectives applicable at the time of building permit issuance.

PD10. The Developer should equip the parking structure/site with an emergency panic alarm system that reports to a central office and/or 9-1-1. If more than one button is installed, they should be placed no more than 100 ft. apart.

PD11. All entrances to parking areas (surface, structure, sub-terranean, etc.) should be posted with appropriate signage to discourage trespassing, unauthorized parking, etc. (See California Vehicle Code Section 22658(a) for guidance).

STREET

ST1. An erosion control plan shall be prepared and copies provided to the Planning Division and to the Building Inspection Division for review and approval prior to the issuance of grading permits or building permits that involve substantial disturbance of substantial ground area.

ST2. Since this project involves disturbing a land area of one acre or more, the developer shall file a Notice of Intent (NOI) with the State Water Resources Control Board for coverage under the State Construction General Permit (Order No. 2009-0009-DWQ) prior to issuance of any building permit for grading, or construction; a copy of the NOI shall be sent to the City Building Inspection Division. A storm water pollution prevention plan is also required with the NOI.

ST3. Provide the Street Department with information to evaluate proposed stormwater pollution prevention improvements. All proposed stormwater treatment vaults shall have internal treated distribution plumbing and a hydrodynamic separator upstream of their installation. No external folding racks are permitted.

ST4. All post construction structural controls shall require property owner to execute with City a Stormwater Treatment Measures Inspection and Maintenance Agreement.

ST5. Decorative water features such as fountains and ponds shall be designed and constructed to drain to sanitary sewer only. No discharges allowed to storm drain.

ST6. The Developer is to supply and install City street trees per City specifications; spacing, specie, and size (15 gallon minimum) to be determined by City Arborist. Post development,

ST7. Landscaping shall be of the type and situated in locations to maximize visibility from the street while providing the desired degree of aesthetics. Security planting materials are encouraged along fence and property lines and under vulnerable windows.

ST8. All landscaping and irrigation systems shall meet City standard specifications.

ST9. Post development, no cutting of any part of City trees, including roots, shall be done without following city tree preservation specifications and securing approval and direct supervision from the City Arborist at 408-615-3080. No cutting of any part of private trees, including roots, shall be done without direct supervision of a certified arborist (Certification of International Society of Arboriculture).

ST10. Applicant to comply with City Development Guidelines for Solid Waste Services as specified by development type. The size and shape of the enclosure(s) must be adequate to serve the estimated solid waste and recycling needs and size of the structure, and should be designed and located on the property so as to allow ease of access by collection vehicles. As a general rule, the size of the enclosure(s) for the recycling containers should be similar to the size of the trash enclosure(s) provided onsite. Roofed enclosures with masonry walls and solid gates are the preferred design.

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DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
SI 34, LLC
A California limited liability company

EXHIBIT D

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

Great America Office Campus Expansion Project

CITY OF SANTA CLARA

October 2013

PREFACE

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

The Environmental Impact Report (EIR) concluded that the implementation of the project could result in significant effects on the environment and mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring and Reporting Program addresses those measures in terms of how and when they will be implemented.

This document does *not* discuss those subjects for which the EIR concluded that the impacts from implementation of the project would be less-than-significant.

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
TRANSPORTATION				
The Bowers Avenue and Augustine Drive intersection would operate at LOS E during the PM peak hour under background conditions. The addition of project traffic would cause the critical-movement delay at the intersection to increase by four or more seconds and the volume-to-capacity ratio (V/C) to increase by .01 or more during the PM peak hour under background plus project conditions.	At the intersection of Bowers Avenue and Augustine Drive, improvements consisting of the addition of a second southbound left-turn lane, a separate westbound right-turn lane, and a third eastbound left-turn lane have been identified as part of other approved development in the project area. The intersection would, however, continue to operate at LOS E during the PM peak hour with the planned improvements with or without the proposed project. There are no further feasible improvements at the intersection due to right-of-way constraints. Therefore, the project impact is significant and unavoidable.	Prior to the issuance of occupancy permits	3333 Bowers Avenue Project applicant and Equity Office Project applicant	Director of Planning and Inspection Director of Public Works
The Bowers Avenue and Central Expressway intersection would operate at LOS F during the PM peak hour under background conditions. The addition of project traffic would cause the critical-movement delay at the intersection to increase by four or more seconds and the volume-to-capacity ratio (V/C) to increase by .01 or more during the PM peak hour under background plus project conditions.	The significant impact at the Bowers Avenue and Central Expressway intersection could be satisfactorily mitigated by adding third eastbound and southbound left-turn lanes. With these improvements, the intersection would continue to operate at LOS F during the PM peak hour. The average vehicular delay; however, would be less than that under background conditions; therefore, the impact would be considered mitigated. While the intersection is under the jurisdiction of the County and not the City of Santa Clara, the City has discussed this improvement with the County and they are conceptually in agreement with the identified improvements which can be constructed within the existing roadway right-of-way. The City intends to add these improvements to the Capital Improvement Plan (CIP) and	Prior to the issuance of occupancy permits	Project applicant and Department of Public Works	Director of Planning and Inspection Director of Public Works

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	program funds toward their construction. A previously approved project has already been conditioned to contribute toward a portion of these improvements. The project will pay a fair share contribution towards the improvements; thereby reducing the project's impact to a less than significant level.			
The Mission College Boulevard and Montague Expressway intersection is expected to operate at LOS F during the AM peak hour under background conditions. The addition of project traffic would cause the critical-movement delay at the intersection to increase by four or more seconds and the volume-to-capacity ratio (V/C) to increase by .01 or more during the AM peak hour under background plus project conditions.	The Comprehensive County Expressway Planning Study identifies at-grade improvements at the Mission College Boulevard and Montague Expressway intersection as a Tier 1A priority along with the planned Tier 1B improvement of the US 101 and Montague Expressway partial cloverleaf interchange improvement project. The project will pay a fair share contribution toward these improvements. The effects of the planned improvements cannot be reflected in level of service calculations because the specific details of the interchange design are not available, but it is expected that the intersection would be improved to acceptable levels.	Fair share contribution payable prior to issuance of occupancy permits	Project applicant	Director of Planning and Inspection
AIR QUALITY				
Dust generated by grading and construction activities would result in a significant temporary impact.	During any construction ground disturbance, implement measures to control dust and exhaust. Implementation of the measures recommended by the Bay Area Air Quality Management District (BAAQMD), and listed below, would reduce the air quality impacts associated with grading and new construction to a less than significant level. The contractor shall implement the following Best Management	During all phases of project construction	Project applicant	Director of Planning and Inspection

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	Practices (BMPs) that are required of all development projects: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. • Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. • Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.			

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
Project construction activities would emit significant levels of criteria air pollutants that would affect local and regional air quality.	Consistent with guidance from the BAAQMD, the following additional actions shall be required of construction contracts and specifications for the project: • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes. Clear signage shall be provided for construction workers at all access points. • The project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent nitrous oxides (NOX) reduction compared to the most recent Air Resources Board (ARB) fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. • All construction equipment, diesel trucks, and generators shall be equipped with Best Available Control Technology for emission reductions of NOX. • All contractors shall use equipment that meets ARB's most recent certification standard for off-road heavy duty diesel engines.	During all phases of project construction	Project applicant	Director of Planning and Inspection

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
NOISE				
Noise generated by construction activities at the project site would exceed 70 dBA L_{eq} and the ambient noise environment by five dBA L_{eq} or more for a period exceeding one construction season.	The applicant, in coordination with the Director of Planning & Inspection and adjacent land uses, shall implement a construction noise mitigation plan so that construction activities can be scheduled to minimize noise disturbance. The construction mitigation plan shall consider the following available controls to reduce construction noise levels as low as practical. • Prohibit construction on weekends and holidays to minimize disturbance at the Great America Theme Park, • Utilize 'quiet' models of air compressors and other stationary noise sources where technology exists, • Equip all internal combustion engine-driven equipment with mufflers, which are in good condition and appropriate for the equipment, • Locate all stationary noise-generating equipment, such as air compressors and portable power generators, as far away as possible from adjacent land uses, • Locate staging areas and construction material areas as far away as possible from adjacent land uses, • Prohibit all unnecessary idling of internal combustion engines, • Notify all adjacent land uses of the construction schedule in writing, and • Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator	Noise reduction measures will be incorporated into the construction mitigation plan and implemented during all phases of construction activity to minimize the exposure of neighboring properties.	Project applicant	Director Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.			
HYDROLOGY AND WATER QUALITY				
Construction of the proposed project could result in a significant temporary increase in the amount of contaminants in stormwater runoff during construction.	The following Regional Water Quality Control Board (RWQCB) BMPs will be required to reduce construction-related water quality impacts. All mitigation will be implemented prior to the start of earthmoving activities on-site and will continue until the construction is complete. • Burlap bags filled with drain rock shall be installed around storm drains to route sediment and other debris away from the drains. • Earthmoving or other dust-producing activities shall be suspended during periods of high winds. • All exposed or disturbed soil surfaces shall be watered at least twice daily to control dust as necessary. • Stockpiles of soil or other materials that can be blown by the wind shall be watered or covered. • All trucks hauling soil, sand, and other loose materials shall be required to cover all trucks or maintain at least two feet of freeboard. • All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites shall	Prior to start the start of earthmoving activities and during all phases of construction	Project applicant	Director of Planning and Inspection Regional Water Quality Control Board Director of Public Works

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	be swept daily (with water sweepers). • Vegetation in disturbed areas shall be replanted as quickly as possible. • All unpaved entrances to the site shall be filled with rock to knock mud from truck tires prior to entering City streets. A tire wash system may also be employed at the request of the City. • A Storm Water Permit will be administered by the RWQCB. Prior to construction grading for the proposed land uses, the project proponent will file a "Notice of Intent" (NOI) to comply with the General Permit and prepare a Stormwater Pollution Prevention Plan (SWPPP) which addresses measures that would be included in the project to minimize and control construction and post-construction runoff. Measures will include, but are not limited to, the aforementioned RWQCB mitigation. Dewatering discharges will be filtered or treated using appropriate technologies to remove sediments prior to discharging to the City's storm drain system. • The project proponent will submit a copy of the draft SWPPP to the City of Santa Clara for review and approval prior to start of construction on the project site. The certified SWPPP will be posted at the project site and will be updated to reflect current site conditions. • When construction is complete, a Notice of Termination (NOT) for the General Permit for Construction will be filed with the RWQCB and the City of Santa Clara. The NOT will document that all elements of the			

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction stormwater management plan is in place as described in the SWPPP for the site.			
BIOLOGICAL RESOURCES				
The proposed development on a site with mature trees could result in direct impacts to nesting raptors.	Construction shall be scheduled to avoid the nesting season to the extent feasible. The nesting season for most birds, including most raptors, in the San Francisco Bay Area extends from February through August. If it is not possible to schedule demolition and construction between September and January, then pre-construction surveys for nesting birds shall be completed by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of grading, tree removal, or other demolition or construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the ornithologist will inspect all trees and other possible nesting habitats immediately adjacent to the construction areas for nests. If an active nest is found sufficiently close to work areas to be disturbed by construction, the ornithologist, in consultation with the California Department of Fish and Wildlife (CDFW), will determine the extent of a construction-free buffer zone to be established around the nest, typically 250 feet, to ensure	During all phases of construction	Project applicant and contractors	Director of Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	that raptor or migratory bird nests will not be disturbed during project construction.			
The proposed project will result in the removal of approximately 519 trees from the site.	The project shall replace all trees removed from the site at a ratio of 2:1 in accordance with an approved landscape plan for the project. In the event the redeveloped portion of the project site does not have sufficient area to accommodate the required tree mitigation, the project applicant will coordinate with the City Arborist to identify further opportunities within the City for the planting of replacement trees.	Prior to the issuance of building permits and during project construction	Project applicant	Director of Planning and Inspection
CULTURAL RESOURCES				
The proposed project may disturb previously unidentified buried archaeological resources.	A qualified archaeologist will be on-site to monitor earth-moving activities during grading on the project site. After monitoring the initial excavation, the archaeologist will make recommendations for further monitoring if it is determined that the site has cultural resources. If the archaeologist determines that no resources are likely to be found on-site, no additional monitoring will be required. In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped, the Director of Planning and Inspection will be notified, and the archaeologist will examine the find and make appropriate recommendations prior to issuance of building permits. Recommendations could include collection, recordation, and analysis of any significant	During site grading and project construction	Project applicant	Director of Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Director of Planning and Inspection. In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.			
HAZARDOUS MATERIALS				
Workers on site could be exposed to residual agricultural chemicals during grading and construction on the site.	Prior to the issuance of grading permits, shallow soil samples shall be taken to determine any location of contaminated soils on the site with concentrations above established construction/trench worker thresholds. The soil sampling plan must be reviewed and approved by the Santa Clara Fire Chief prior to initiation of work. Once the soil sampling analysis is complete, a report of the findings will be provided to the Director of Planning and other applicable City staff for review. Documentation of the results of the soil sampling shall be	Prior to issuance of any demolition or grading permits	Project applicant	Director of Planning and Inspection

Impact	Mitigation	Timeframe for Implementation	Responsibility for Implementation	Oversight of Implementation
	submitted to and reviewed by the City of Santa Clara prior to the issuance of a grading permit. Any soil with concentrations of pesticides above applicable environmental screening levels (ESLs) or hazardous waste limits would be characterized, removed, and disposed of off-site at an appropriate landfill according to all state and federal requirements. If contaminated soils are found in concentrations above established thresholds a Site Management Plan (SMP) will be prepared and implemented (as outlined below) and any contaminated soils found in concentrations above established thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. The contaminated soil removed from the site shall be hauled off-site and disposed of at a licensed hazardous materials disposal site. A SMP will be prepared to establish management practices for handling impacted groundwater and/or soil material that may be encountered during site development and soil-disturbing activities. Components of the SMP will include: a detailed discussion of the site background; preparation of a Health and Safety Plan by an industrial hygienist; notification procedures if previously undiscovered significantly impacted soil or free fuel product is encountered during construction; on-site soil reuse guidelines based on the California RWQCB, San Francisco Bay Region's reuse policy; sampling and laboratory analyses of excess soil requiring disposal at an appropriate			

MITIGATION MONITORING OR REPORTING PROGRAM GREAT AMERICA OFFICE CAMPUS EXPANSION PROJECT				
Impact	**Mitigation**	**Timeframe for Implementation**	**Responsibility for Implementation**	**Oversight of Implementation**
	off-site waste disposal facility; soil stockpiling protocols; and protocols to manage groundwater that may be encountered during trenching and/or subsurface excavation activities. Prior to issuance of grading permits, a copy of the SMP must be approved by the Santa Clara County Environmental Health Department, the City's Director of Planning and Inspection, and the Santa Clara Fire Chief.			

SOURCE: City of Santa Clara, **Great America Office Campus Expansion Final Environmental Impact Report,** October 2013.

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
SI 34, LLC
A California limited liability company

EXHIBIT E

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[1] does any of the following:

   a. Is convicted[2] 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[3];

   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.

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

[2] 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.

[3] 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[4] or business experience[5] 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 purchase 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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[4] 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.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF SANTA CLARA,
a chartered California municipal corporation,
AND
SI 34, LLC
A California limited liability company

EXHIBIT F

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I, *_____, being first duly sworn, depose and state I am *_____ (title or capacity) of *_____ (entity name) and I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit E. 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.

Contractor: **SI 34, LLC**
A CALIFORNIA LIMITED LIABILITY COMPANY
By: Sobrato Interests 1,
A California limited partnership
Its: Sole Member
By: Sobrato Development Companies, LLC,
A California limited liability company
Its: General Partner
Title: By: _____
John Michael Sobrato
Its Manager

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.

Attachment 9

Meeting Date: 06/18/14

STAFF REPORT

Agenda Item #8.B.

Planning and Inspection Department
City of Santa Clara, California

Project Name:	**Great America Office Campus Expansion Project**
File:	PLN2007-06715 / PLN2008-07324 / CEQ2007-01051 / SCH# 2012092041
Location:	4301, 4401 and 4551 Great America Parkway, two parcels totaling 18.5 acres located at the northeast corner of Great America Parkway and Mission College Boulevard (APNs: 104-42-009 & 020). Properties zoned Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP)
Applicant:	Tim Steele, Sobrato Development Companies
Owner:	SI 34, LLC
Subject:	Rezone from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) to construct up to 718,000 square feet of new office space in up to three new buildings for a maximum build-out of 1,018,000 square feet of office development; up to two, six-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; potential demolition of an existing 118,000 square foot office building; and landscaping and site improvements; Adoption of Environmental Impact Report (EIR), Statement of Overriding Considerations and Mitigation Monitoring or Reporting Program; and Approval of Development Agreement between the City of Santa Clara and SI 34, LLC.
CEQA Determination:	Environmental Impact Report (EIR)
Project Planner:	Debby Fernandez, Associate Planner

EXECUTIVE SUMMARY:

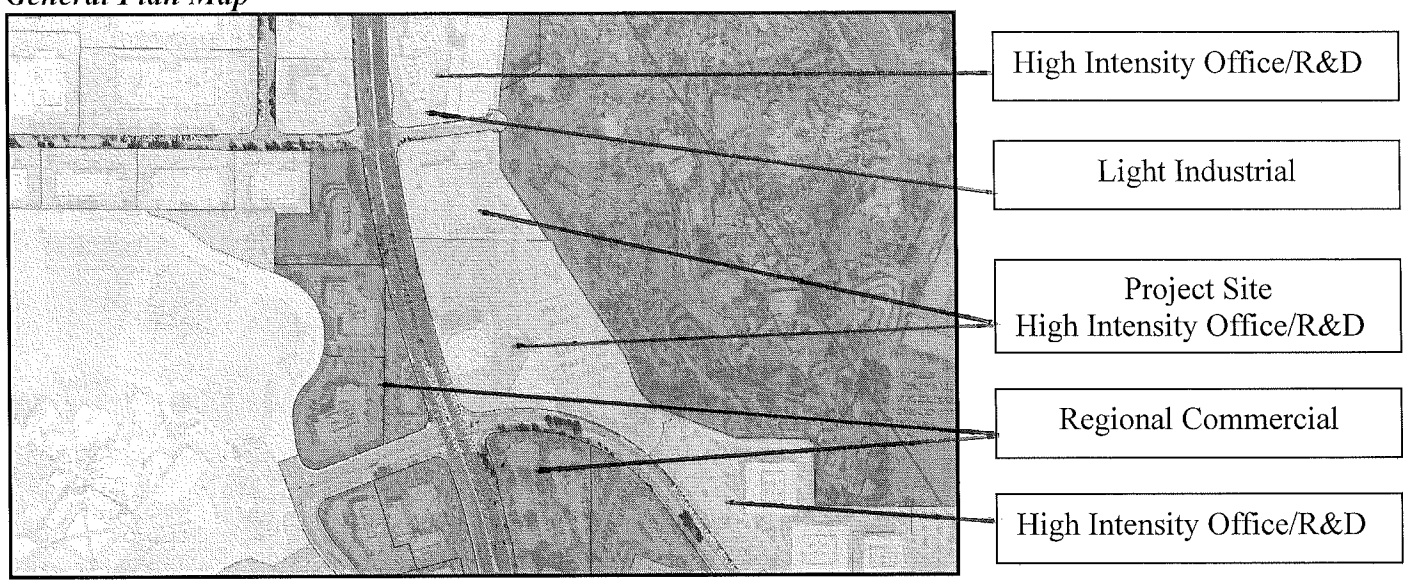
This proposed project was continued from the noticed Planning Commission meeting of April 30, 2014, at the request of the applicant, and rescheduled for public hearing on June 18, 2014. The project is the rezoning of two adjacent parcels under single ownership to Planned Development (PD) and a 15-year Development Agreement (DA) to secure the proposed development entitlement for up to 718,000 square feet (sf.) of office space for a net increase of 600,000sf. of office use on a developed site with 418,000sf. of existing office area. The project proposes a maximum build-out of up to 1,018,000sf. of office development and includes the construction of surface and structured parking facilities at a ratio of 3.3/1,000, for a total of 3,360 parking spaces on the project site.

Project Data	Existing	Proposed
General Plan Designation	High Intensity Office/Research & Development	Same
Zoning District	MP and PD/MP	PD
Land Use	Office	Office
Project Site Area	18.5 acres	18.5 acres
Floor Area (FAR%)	.52	1.26
Building Square Feet (sq.ft.)	418,000sf.	1,018,000sf.

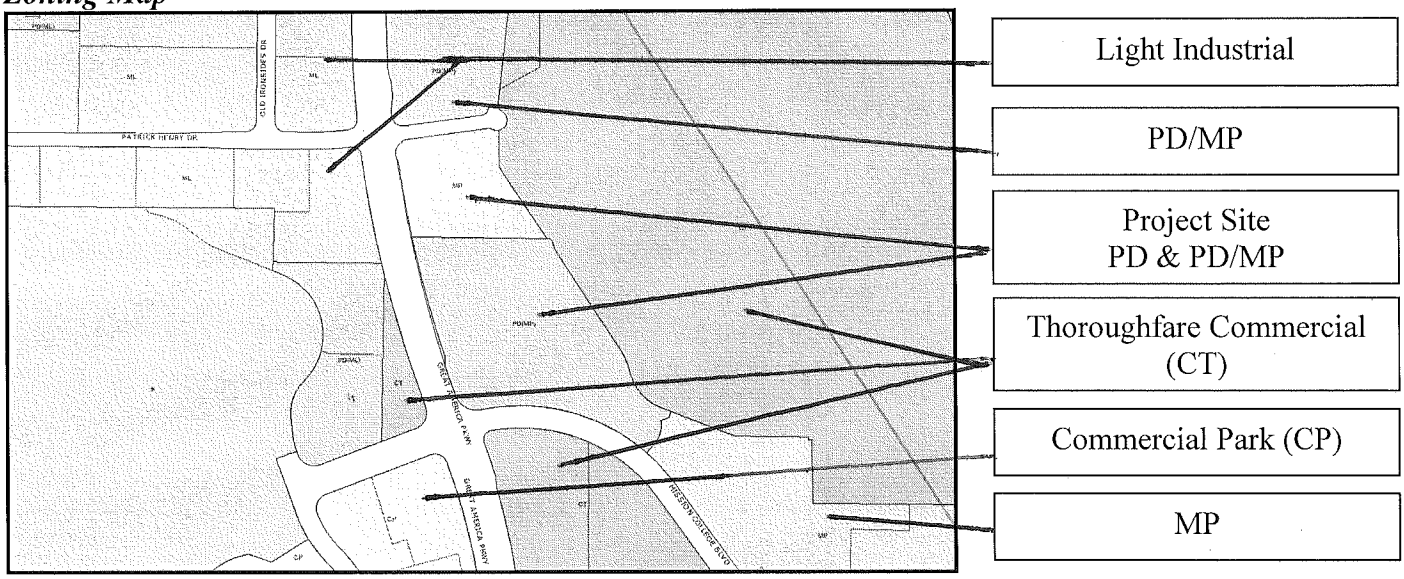
Site Location and Context

Surrounding Land Uses: The project site is located in the North Bayshore Development Area at the intersection of two major arterials in the City's core office and entertainment sectors. It is surrounded by properties designated for Regional Commercial, High Intensity Office/Research and Development (R&D), and Light Industrial land uses in the 2010-2035 General Plan. Existing development neighboring the project site includes office uses to the north, the Great America Theme Park to the east, Marriott hotel to the south, and office and strip commercial development to the west. Buildings in the vicinity of the project site range in building height and style of architecture from one-story commercial and two-story low rise office campuses to modern 10-story buildings on high-rise corporate campuses. Adjacent structures in the amusement park carry riders up to 200 feet in height.

General Plan Map



Zoning Map



Background

The project site is comprised of two parcels: 4301 and 4401 Great America Parkway at the northeast corner of Great America Parkway and Mission College Boulevard (south end of the project site) and the adjacent

parcel to the north at 4551 Great America Parkway. The southern parcel was developed in 1985 with two 150,000 square feet, six-story office buildings and surface parking lot. The northern parcel was developed in 1992 with a single 118,000sf. two-story office building and surface parking lot. Both properties are landscaped and well maintained.

On October 25, 2007, the City received an application from the Sobrato Development Companies for intensification of development on the project site. That application included a rezone of the two properties to PD for construction of two, 12-story office buildings totaling 718,000sf. and one, four-story parking garage with 3,280 parking spaces. The CEQA process was initiated and an Administrative Draft EIR was prepared. Due to the economic downturn and national recession that arose during this time, the project and preparation of the Draft EIR for public and agency review were put on hold at the developer's request, until such time the economy rebounded. The proposal to intensify development on the site was reactivated on June 6, 2012 by SI 34, LLC, a division of the Sobrato Development Companies, and is the project under current review. In accordance with CEQA, the environmental process was reinitiated at 2012 baseline conditions.

Separately from the proposed development application, in 2013, the City and SI 34, LLC entered into a Development Agreement for right-of-way acquisition of private property frontage along 4301 and 4551 Great America Parkway and 2441 Mission College Boulevard (the "Roadway Acquisition DA"). The purpose of the Roadway Acquisition DA was to construct planned roadway improvements identified in the City's CIP since 2005 and adopted in previously certified EIRs to mitigate traffic impacts of planned and future development north of Highway 101, separate of this project. More especially, the acquisition allowed for the construction of a third left turn lane westbound on Mission College Boulevard to southbound Great America Parkway and a right turn lane westbound Mission College Boulevard to northbound Great America Parkway. The Roadway Acquisition DA was reviewed by both the Planning Commission and City Council, and approved with final adoption by Council in July 2013. Prior to adoption of the Roadway Acquisition DA, the total land area of the project site was 18.8 acres. The Roadway Acquisition DA acquired approximately 11,968sf. of frontage from the two properties and resulted in a net acreage of 18.5 acres for proposed project development.

Project Analysis

Project Description: The property owner/developer is requesting a rezoning of the two parcels to establish minimum and maximum development standards for building setbacks, building height, lot coverage, FAR, and on-site parking with the PD zoning designation. The entitlement would establish the building envelope, maximum number of building structures, maximum build-out for the site and conditions for architectural review approval of site layout, building design and materials, circulation, landscaping, and lighting. The property owner is also requesting a new Development Agreement, with a 15 year term, to secure the conditions and specifications for execution of the entitlement.

The Table below provides the minimum and maximum development standards with project build-out of the site and are those examined in the DEIR.

Great America Office Camps Expansion Project - Development Standards

Building setbacks:	
Street frontages	30' minimum
Side/east	10' minimum
Number of office buildings	4 maximum

Building height:	187' maximum
Number of office floors	12-story maximum per building
Building lot coverage:	39% maximum
Building FAR:	1.26 maximum
Number of parking structures	2 maximum
Number of parking levels	6 levels maximum
Parking spaces	3.3:1,000
Landscaping lot coverage	20% minimum

The project may include the demolition or retention of the existing two-story, 118,000sf. office building at the north end of the site and will retain the two existing six-story, 150,000sf. buildings at the south end of the site. The project is designed to allow a net of 600,000sf. of new office space with retention of the three existing office buildings or up to 718,000sf. of added office space with demolition of the existing two-story office structure. In no case shall the maximum area of office space exceed 1,018,000sf. across the site. The project is also designed to allow construction of less office floor area and provide less parking than the maximum build-out scenario should market conditions change or a build-to-suit tenant require less office area and commensurate parking. Two conceptual development scenarios are presented in the Development Plans: Exhibit 1 is for a total build-out of 838,000sf. of office on the project site and Exhibit 2 is for a total build-out of 1,018,000sf. of office on the project site. The location of the new office buildings, parking garages and surface parking lots are illustrative only of development opportunities on the site and are not fixed or proposed at this time.

Development Agreement:
The project includes a proposed Development Agreement between the City and SI 34, LLC (Property Owner). The purpose of the DA is to establish and secure the terms and obligations of the property owner for development of the project site in accordance with the approved entitlements and development plan. The DA vests the maximum density and intensity of use, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes or fees in-lieu thereof, provision for construction of public improvements and/or required fees associated with project development. The proposed project DA has a 15 year term that would allow for phased development of the project.

Environmental Determination:
A Draft Environmental Impact Report (DEIR) was prepared for the project by environmental consultants David J. Powers and Associates, Inc., in accordance with CEQA. The DEIR and Notice of Availability were circulated on June 17, 2013 for a 45-day day public review and comment period and closed on August 1, 2013, in accordance with CEQA requirements. A Final Environmental Impact Report (FEIR) was subsequently prepared in response to comments and circulated for or a 10-day review period, in accordance with CEQA. The DEIR and FEIR constitute the EIR for the project. Copies of the EIR are available in the Planning Division office at City Hall; are posted on the City's website at www.santaclaraca.gov for review; and have been previously distributed to both the Planning Commission and City Council members.

The EIR identifies impacts to air quality, biological, cultural resources, hazards and hazardous materials, hydrology and water quality, noise, and transportation that with incorporation of mitigation measures would reduce those impacts to less than significant levels. The EIR identifies two significant unavoidable project related transportation impacts that cannot be mitigated to less than significant, and are as follows:

- The LOS at Bowers Avenue and Augustine Drive will continue to operate at an LOS E with planned improvements at the intersection with or without the proposed project during the PM peak hour; and
- The proposed project would contribute in excess of one percent of segment capacity to 11 directional freeway segments currently operating at LOS F during either the AM or PM peak hours in the absence of roadway widening of Highway 101.

A detailed discussion of the potential impacts and mitigation measures to be applied to the project are specified in the EIR. Cumulative impacts of the proposed development are also analyzed and determined to not considerably contribute to project related impacts and therefore have a less than significant cumulative impact on the environment.

In considering a project, CEQA requires decision-makers to balance economic, legal, social and technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. To approve a project that has a significant unavoidable environmental impact, decision-makers must make findings, supported by substantial evidence, that the specific economic, legal, social, technological or other benefits of a proposed project outweigh the unavoidable environmental effects. A Statement of Overriding Considerations is required for Council action and is attached.

Neighborhood Compatibility:
The proposed project is compatible with surrounding existing and planned land uses envisioned in the 2010-2035 General Plan for the North of Bayshore Area. The new buildings will replace an outdated office structure and enhance the existing structures with a modern design aesthetic reflective of new development in the high-intensity office/R&D sector of the City. Site and building design will be reviewed by the Architectural Review Committee for neighborhood compatibility and approval.

General Plan and Zoning Conformance:
The project site has a General Plan designation of High Intensity Office/Research and Development (R&D). This classification is intended for high-rise or campus-style developments for corporate headquarters, R&D and supporting uses up to a 2.0 FAR, with landscaped areas for employee activities. Given the size of the property, the project could accommodate a maximum build-out of 1,615,096sf. of office/R&D at a 2.0 FAR. The proposed project is the intensification of office development on the site from a 0.52 FAR up to a 1.26 FAR for single corporate tenant use.

The project site is zoned MP and PD/MP for office/R&D uses. The MP zoning designation is intended to provide an environment exclusively for and conducive to the development and protection of modern large scale administrative facilities, research institutions, and specialized manufacturing organizations, all of a non-nuisance type. The PD/MP zoning designation is intended to accommodate development that is compatible with the existing community and that integrates uses that are not permitted to be combined in other zone districts or utilizes imaginative planning and design concepts that would be restricted in other zones.

The proposed project is consistent with the higher intensity office and employment density contemplated in the 2010-2035 General Plan for the project site. The rezone from MP and PD/MP to PD is necessary to exceed the 70 foot height limitation assigned to the MP zoning district at the north end of the project site and modify the approved PD/MP zoning and development plan to allow new development at the south end of the project site. Rezoning the project site to PD is intended to create uniformity in the development standards

across the site and allow intensification of office development at greater heights to maximize the efficient use of land and permeable landscape/open space, consistent with General Plan Land Use Goals and Policies.

Architecture and Landscaping: The project does not include a proposed design scheme for the site, buildings or landscaping at this time. The project will be designed to be compatible with existing building architecture on the site and surrounding office/R&D development and shall include enhancements in pedestrian and bicycle accessibility to adjacent buildings, properties and nearby Light Rail Transit. Conditions of approval are incorporated into the project requiring the property owner/developer to submit the project for Architectural Committee review and approval, at a public noticed hearing, prior to issuance of building permits. The Architectural Committee shall review the site, building and landscape plans for consistency with the development standards approved as part of the project, tree mitigation adopted as part of the MND and MMRP, and the City's Architectural Design Guidelines.

Circulation and Parking: The project site is currently accessed by five separate driveways: two on Mission College Boulevard; one on Great America Parkway; and two on Patrick Henry Drive. The existing driveways are proposed to remain and an additional driveway is proposed on Great America Parkway north of the existing west facing six-story office building. The number of parking spaces on the site would increase commensurate with new floor area proposed for construction at a minimum parking ratio of 3.3/1,000. Two above-grade parking garages are identified for construction on the site with a maximum of six levels per garage. The preferred orientation of these structures is behind new office building construction and will be reviewed as part of the plan submittal to the Architectural Committee for site and building design approval.

Public Contact

Public Notices and Comments:

The project site is located in the Airport Influence Area of the San Jose International Airport and as such was referred to the Santa Clara County Airport Land Use Commission (ALUC) for finding of consistency with the policies contained in the San Jose International Airport Comprehensive Land Use Plan (CLUP). At its November 20, 2013 public hearing, the ALUC reviewed and determined the Great America Office Expansion Project to be consistent with CLUP policies and requested the following as a condition of project approval: "An avigation easement shall be modified and re-dedicated by the City of Santa Clara/Applicant to the City of San Jose on behalf of the San Jose International Airport." This requirement is incorporated into the project conditions of approval as Condition P18.

The notice of public hearing for this item was posted within 500 feet of the site and was mailed to property owners within 500 feet of the project site. A Notice of Hearing for the Development Agreement and proposed project was published in the Santa Clara Weekly on April 16, 2014. At the time of this staff report there has been no public comments submitted in support or opposition to the proposed project.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The project is an infill development that intensifies an underutilized office/R&D site with Class A office buildings in proximity to commercial uses, corporate campuses, service businesses, transportation corridors and transit connections. Advantages of the project include the intensification of office development and employment closer to the intended range identified by the General Plan designation for the site. The disadvantages to project are the significant unavoidable traffic impacts at the Bowers Avenue/Augustine Drive intersection and 11 directional freeway segments. The project would create additional job opportunities that foster economic growth and contribute to the City's tax base. Public benefits of project development include concentration of office development adjacent to transportation corridors and the Tasman Light Rail extension; as well as, a reduction of vehicle miles traveled by concentrating employment

in proximity to residential development in the City and TDM program to reduce employee work trips. The project also provides fair share contributions to planned traffic improvements at Bowers Avenue/Central Expressway intersection and Mission College Boulevard/Montague Expressway cloverleaf interchange. The public benefits provided by the project outweigh the impacts of project development.

RECOMMENDATION:

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

1. Certify the Environmental Impact Report (EIR), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring or Reporting Program for the Great America Office Expansion Project.
2. Approve the Rezone from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) to construct up to 718,000sf. of new office space in up to three new buildings for a maximum build-out of 1,018,000sf. of office development; up to two, sixe-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; potential demolition of an existing 118,000sf. office building; and landscaping and site improvements.
3. Adopt an Ordinance to approve a Development Agreement between the City of Santa Clara and SI 34, LLC.

Documents Related to this Report:

1) Planning Commission Environmental Impact Report Resolution
2) Planning Commission Planned Development Rezoning Resolution
3) Findings of Fact and Statement of Overriding Considerations
4) Environmental Impact Report (previously distributed)
5) Conditions of Planned Development Rezoning Approval
6) Mitigation Monitoring and Reporting Program
7) Development Agreement Resolution
8) Draft Development Agreement Ordinance
9) Development Agreement
10) Development Plans

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8.B.	**File No.(s):**	**PLN2007-06715/CEQ2007-01051**
	Location:	4301 Great America Parkway and 2441 Mission College Boulevard, APNs 104-42-09 & 104-41-030)
	Applicant/Owner:	The Sobrato Organization
	Request:	**Rezone** from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) to construct up to 718,000 square feet of new office space in up to 1,018,000 square feet of office development; up to two, five-level parking structures with up to 3,360 total parking spaces; **Adoption of an Environmental Impact Report** (EIR) and Statement of Overriding Considerations; and a **Development Agreement** between the City of Santa Clara and SI 34
	CEQA Determination:	Environmental Impact Report
	Project Planner:	Debby Fernandez, Associate Planner
	Staff Recommendation:	**Recommend City Council Approval**, subject to conditions

Notice: The notice of public hearing for Item 8.B. was posted within 500 feet of the site and mailed to property owners within 500 feet; notice was also published in the Santa Clara Weekly.

Discussion: Debby Fernandez gave a brief presentation on the project.

The Commission discussed the project and expressed concern that the project only includes maximum development standards, not minimum development standards.

The Commission inquired about the need for Planned Development (PD) zoning to which staff indicated the project includes a minor parking deficiency and exceeds building height standards.

The Commission clarified with staff that the final development plans would conform to the standards approved by City Council through the PD zoning and would go through a public review process at the Architectural Review Committee.

The applicant, Tim Steele with the Sobrato Organization, stated that the proposal allows flexibility to work with existing and future tenants to secure leases and avoid vacant buildings. Mr. Steele elaborated that due to the amount of time it takes to secure entitlements, this proposal will reduce processing time when a tenant is acquired. It was also explained that the proposal does not include minimum development standards because it is reasonable to assume it would not be economically feasible or beneficial to develop much below what is included with the current proposal.

The Commission confirmed with the applicant that the property is in close proximity to the Great America amusement park and that impact mitigation measures have been considered.

The Commission inquired why the Development Agreement was coming forward at this time. It was explained that the PD entitlements are only vested for two years and that the Development Agreement extends the timeframe.

The Public Hearing was opened and closed with no public comments received.

The Commission requested that the Conditions of Approval be modified to more clearly define the requirement that the project be reviewed by the Architectural Review Committee at such time as final development plans are available.

Motion/Action: The Commission motioned to recommend that the City Council adopt a resolution to certify the Environmental Impact Report and adopt the Statement of Overriding Considerations for the project located at 4301 Great America Parkway and 2441 Mission College Boulevard unanimously (7-0-0-0).

A motion to recommend approval of the rezoning was discussed.

The Commission discussed Condition P3 and adding stronger language to require the Architectural Review Committee process. The Commission deliberated if there would be benefit from adding minimum development standards.

Motion/Action: The Commission motioned to recommend that the City Council adopt a resolution to approve the rezone from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD) for the project located at 4301 Great America Parkway and 2441 Mission College Boulevard unanimously (7-0-0-0) with the following modified Condition of Approval:

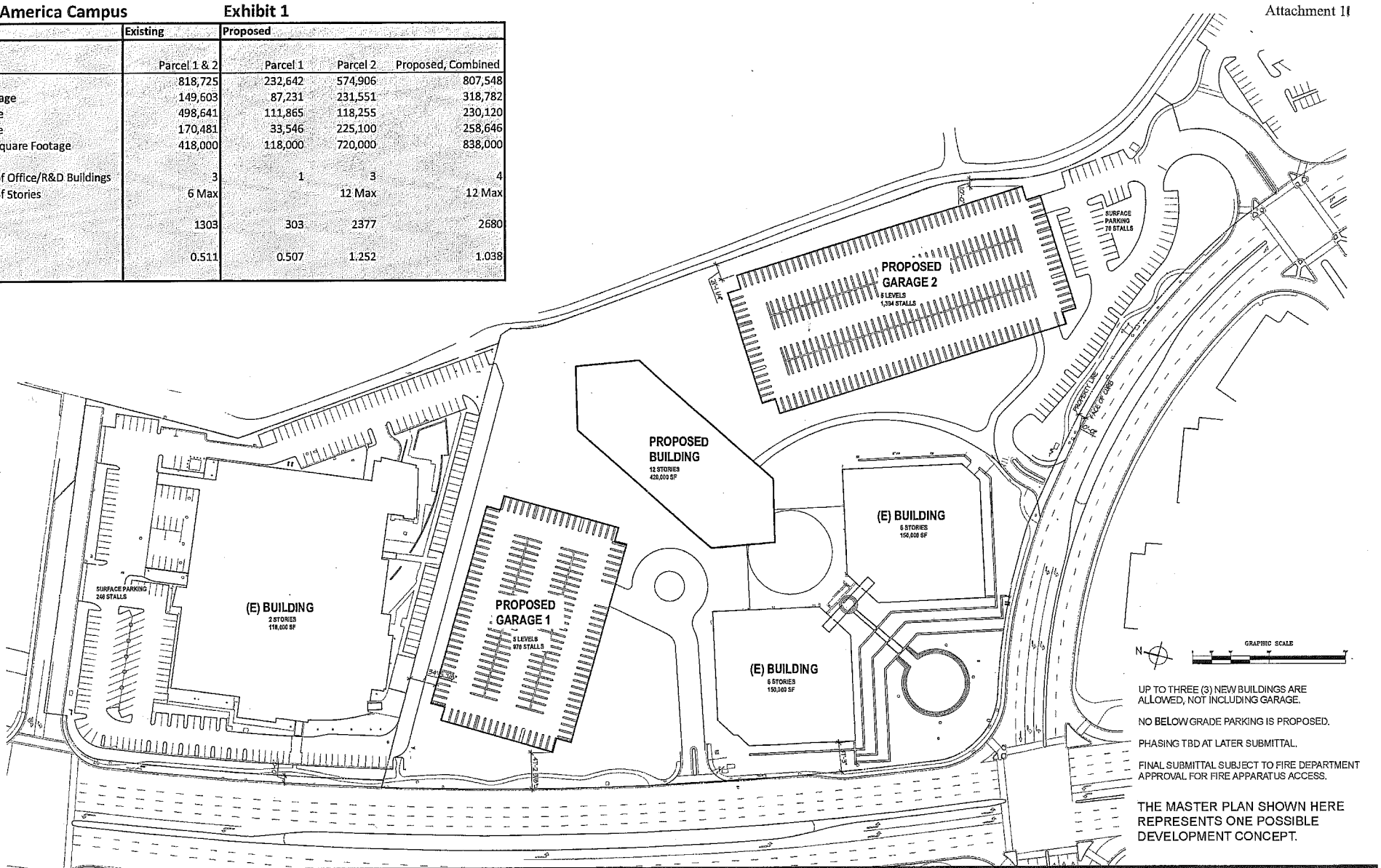
P3 Submit plans for final architectural review and conceptual landscape plan to the Planning Department consistent with the development standards approved as part of the project for Architectural Committee review and approval of site layout, building design and materials, circulation, landscaping, and lighting prior to issuance of building permits. Include color palette and materials board

Motion/Action: The Commission motioned to recommend that the City Council adopt an ordinance to approve the Development Agreement for the project located at 4301 Great America Parkway and 2441 Mission College Boulevard unanimously (7-0-0-0), including the revision to Condition P3 outlined in the motion above.

Attachment 1

Great America Campus — Exhibit 1

Category	Existing	Proposed		
Parcel	Parcel 1 & 2	Parcel 1	Parcel 2	Proposed, Combined
Lot Area	818,725	232,642	574,906	807,548
Lot Coverage	149,603	87,231	231,551	318,782
Hardscape	498,641	111,865	118,255	230,120
Landscape	170,481	33,546	225,100	258,646
Building Square Footage	418,000	118,000	720,000	838,000
Number of Office/R&D Buildings	3	1	3	4
Number of Stories	6 Max		12 Max	12 Max
Parking	1303	303	2377	2680
FAR	0.511	0.507	1.252	1.038



UP TO THREE (3) NEW BUILDINGS ARE ALLOWED, NOT INCLUDING GARAGE.

NO BELOW GRADE PARKING IS PROPOSED.

PHASING TBD AT LATER SUBMITTAL.

FINAL SUBMITTAL SUBJECT TO FIRE DEPARTMENT APPROVAL FOR FIRE APPARATUS ACCESS.

THE MASTER PLAN SHOWN HERE REPRESENTS ONE POSSIBLE DEVELOPMENT CONCEPT.

GREAT AMERICA CAMPUS
SANTA CLARA, CA

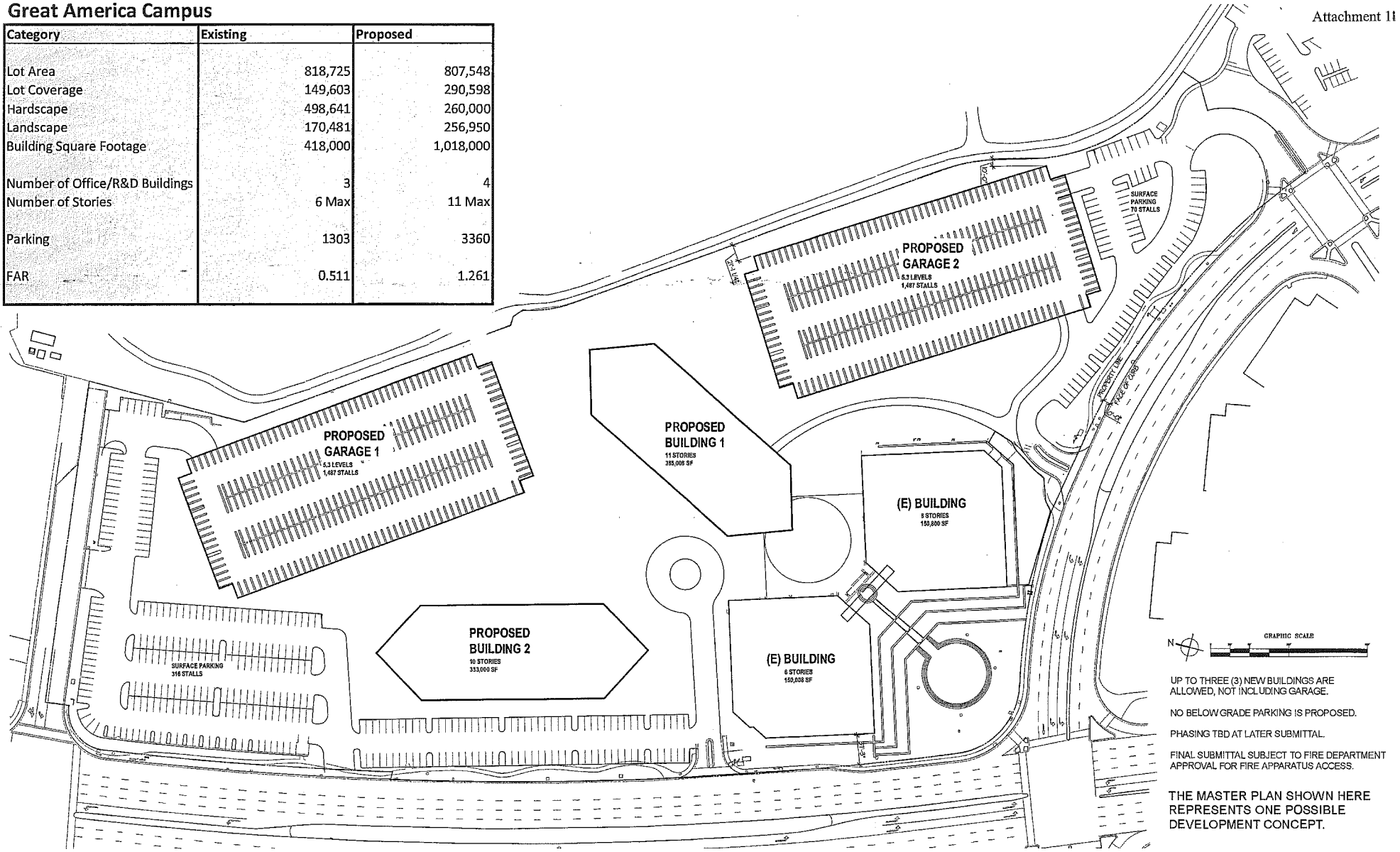
Conceptual Master Plan- Exhibit 1

MP 1
June 3, 2013

Attachment 1

Great America Campus

Category	Existing	Proposed
Lot Area	818,725	807,548
Lot Coverage	149,603	290,598
Hardscape	498,641	260,000
Landscape	170,481	256,950
Building Square Footage	418,000	1,018,000
Number of Office/R&D Buildings	3	4
Number of Stories	6 Max	11 Max
Parking	1303	3360
FAR	0.511	1.261



UP TO THREE (3) NEW BUILDINGS ARE ALLOWED, NOT INCLUDING GARAGE.

NO BELOW GRADE PARKING IS PROPOSED.

PHASING TBD AT LATER SUBMITTAL.

FINAL SUBMITTAL SUBJECT TO FIRE DEPARTMENT APPROVAL FOR FIRE APPARATUS ACCESS.

THE MASTER PLAN SHOWN HERE REPRESENTS ONE POSSIBLE DEVELOPMENT CONCEPT.

GREAT AMERICA CAMPUS
SANTA CLARA, CA

Conceptual Master Plan

MP 2
June 3, 2013

PROOF OF PUBLICATION

Santa Clara Weekly

P.O. Box 580, Santa Clara, California 95052

IN THE
City of Santa Clara,
State of California,
County of Santa Clara

CITY OF SANTA CLARA NOTICE OF CITY COUNCIL HEARINGS
JULY 15, 2014
GREAT AMERICA OFFICE EXPANSION PROJECT

State of California,
County of Santa Clara } SS.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of the Santa Clara Weekly, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, and said Santa Clara Weekly is and was at all times hereinmentioned a newspaper of general circulation as that term is defined by sections 6000 and following, of the government code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interest or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year proceeding the first publication of the notice herein mentioned; that said notice was set in type not smaller than non-parell, describing and expessing in general terms the purport and character of the notice intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates to wit:

Pub: 7/2/2014

Dated at Santa Clara, California

This 2ND day of JULY, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed: _____
(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

CITY OF SANTA CLARA NOTICE OF
CITY COUNCIL HEARINGS
July 15, 2014

Project Name: Great America Office Expansion Project – 4301, 4401 and 4551 Great America Parkway. You are hereby notified that on Tuesday, **July 15, 2014** at the hour of 7:00 p.m. in the City Council Chambers of City Hall, 1500 Warburton Avenue, Santa Clara, CA, the **City Council** will consider the Planning Commission recommendation to approve the matter described below. **File Numbers: PLN2008-07324 Development Agreement; PLN2007-06715 Rezone from Planned Industrial (MP) and Planned Development/Planned Industrial (PD/MP) to Planned Development (PD)** to construct up to 718,000 square feet of new office space in up to three new buildings for a maximum build-out of 1,018,000 square feet of office development; up to two, five-level parking structures and surface parking lots with a maximum of 3,360 total parking spaces; potential demolition of an existing 118,000 square foot office building; and landscaping and site improvements on the project site; and **CEQ2007-01051 Certification of Environmental Impact Report, Adoption of a Statement of Overriding Considerations, and Adoption of Mitigation Monitoring or Reporting Program for the Great America Office Expansion Project. Location 4301, 4401 and 4551 Great America Parkway**, two parcels totaling 18.5 acres at the northeast corner of Great America Parkway and Mission College Boulevard (APNs: 104-42-009 & 020). **Applicant/Owner**: Sobrato Development Companies/SI 34, LLC.

At these meetings you may be heard on this matter if you so desire. If you challenge this land use decision in court, you may be limited to raising only those issues you or someone else raised at these public hearings or in written correspondence delivered to the City at or prior to the close of the public hearings. Should you have any questions, please call the Planning Division office at (408) 615-2450. Written comments on this item are encouraged to be submitted to the Planning Division, City Hall, 1500 Warburton Avenue, Santa Clara 95050, by Wednesday morning of the week prior to the meeting so they can be included in the City Council Members' packets.

AMERICANS WITH DISABILITIES ACT (ADA) In accordance with the Americans with Disabilities Act of 1990, the City of Santa Clara will ensure that all existing facilities will be made accessible to the maximum extent feasible. Reasonable modifications in policies, procedures and/or practices will be made as necessary to ensure full and equal access and enjoyment of all programs and activities for all individuals with a disability. Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should contact the City's ADA office (408) 615-3000, to discuss meeting accessibility. In order to allow participation by such individuals, please do not wear scented products to meetings at City facilities.
Pub.: 7/2/2014

Meeting Date: July 15,2014

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8B

Date: June 26, 2014

To: City Manager for Council Action

From: Fire Chief

Subject: **Public Hearing: A Resolution Confirming the Report of the Fire Chief on the Cost of Weed Abatement and Confirming Assessment**

EXECUTIVE SUMMARY:

On June 24, 2014, the City Council set a Public Hearing regarding the adoption of a resolution confirming the report of the Fire Chief on the cost of weed abatement and confirming the assessment. A copy of the 2013 Weed Abatement Assessment list was filed by the County with our City Clerk on July 1, 2014.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The weed abatement assessment allows the City to mitigate the hazards associated with dried vegetation. The County provides the abatement services while minimizing the effect on burrowing owls. No disadvantages can be identified.

ECONOMIC/FISCAL IMPACT:

The County manages the weed abatement program and all fees are collected through the County Assessor's Office. There is no cost to the City other than staff time and expense.

RECOMMENDATION:

That the Council, at the conclusion of the public hearing:

- Adopt the Resolution confirming the report on the cost of weed abatement and making assessment to pay the cost and expenses thereof in conjunction with the 2014 Weed Abatement Program.

William G. Kelly
Fire Chief

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Copy of Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA CONFIRMING THE REPORT OF THE FIRE CHIEF ON THE COST OF WEED ABATEMENT AND CONFIRMING THE ASSESSMENT

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

WHEREAS, in accordance with the provisions of Section 8.15.080 of "The Code of the City of Santa Clara, California," the Fire Chief duly published and posted a Notice to Destroy Weeds, giving notice to the designated property owners to remove all weeds from their property in abutting half of the street in fronts and alleys, if any, behind their property and between lot lines as extended, or weeds would be destroyed or removed and the nuisance abated by City authorities;

WHEREAS, the Notice to Destroy Weeds also advised that if the City is required to perform weed abatement, the cost of the destruction or removal, including an administrative fee, will be assessed upon the lots or lands from which weeds have been destroyed or removed; and such costs shall constitute a lien upon said lots until paid, or will be collected upon the next tax roll upon which general municipal taxes are collected;

WHEREAS, the City Council held a hearing on January 28, 2014 to consider all objections to the proposed destruction or removal of such weeds; and at the hearing, the City Council did, by Resolution No. 14-8110, order the County Agricultural Commissioner to abate nuisances designated under Section 8.15.060 of the Code of the City of Santa Clara, or cause the same to be abated by having the weeds destroyed or removed by cutting, disking, chemical spraying, or any other method as may be determined by the City Manager or her designee;

WHEREAS, affected property owners have been requested to destroy or remove the weeds at the property owner's expense, and removal of weeds was required to have taken place prior to the inspection of the County Agricultural Commissioner or his authorized representatives;

WHEREAS, following said inspection, which revealed that property owners had failed to remove the weeds, the County Agricultural Commissioner caused the weeds to be removed;

WHEREAS, the County Agricultural Commissioner has kept an account of the properties requiring abatement, and cost of abating;

WHEREAS, the County Agricultural Commissioner sent the 2013 Weed Abatement Assessment Report to the City Council, and filed the report with the City Clerk referring to each separate lot or parcel of land by description sufficient to identify it, together with the costs proposed to be assessed against it;

WHEREAS, pursuant to Santa Clara City Code 8.15.080, the City Clerk timely posted the report and published the Notice of Hearing on the report, assessment for weed abatement and opportunity to object;

WHEREAS, the Notice of Hearing on report and assessment for weed abatement further specified the day, hour and place as July 15, 2014, when the assessment list and report would be presented to the City Council for consideration and confirmation, and that any persons interested who have objection to the report and assessment list may appear at the designated time and place and be heard;

WHEREAS, the hearing has been held, and the report has been considered by the City Council, along with any other statements by staff, and all objections or protests have been heard and duly considered.

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

1. That all of the protests or objections of every kind and nature be and the same are hereby overruled or denied.

2. That the 2014 Weed Abatement Assessment Report of the County Agricultural Commissioner, attached herein as Exhibit A, is hereby confirmed.

3. That the list of the properties on the 2014 Weed Abatement Assessment Report shall be assessed in the amount listed with the property description on the report.

4. That pursuant to the provisions in Chapter 8.15, if the cost assessed against each of the properties is not paid with applicable property taxes, a lien shall be placed on the property. The lien shall continue until the assessment and any or all interest or penalties is paid or until it is discharged of record.

5. The City Manager or his designee, the Chief of the Fire Department, is hereby directed to provide a copy of this resolution to the County Agricultural Commissioner of the County of Santa Clara, California, who shall enter the amount on the County Assessment Records opposite the description of the particular property, and the amount shall be collected together with all other taxes against the property.

6. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF, HELD ON THE 15th DAY OF JULY, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS

ATTEST: _____

Rod Diridon, Jr.
CITY CLERK
CITY OF SANTA CLARA

PROOF OF PUBLICATION

Santa Clara Weekly

P.O. Box 580, Santa Clara, California 95052

IN THE
City of Santa Clara,
State of California,
County of Santa Clara

CITY OF SANTA CLARA NOTICE OF HEARING AND ASSESSMENT FOR WEED ABATEMENT

State of California,
County of Santa Clara } SS.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of the Santa Clara Weekly, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, and said Santa Clara Weekly is and was at all times hereinmentioned a newspaper of general circulation as that term is defined by sections 6000 and following, of the government code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interest or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year proceeding the first publication of the notice herein mentioned; that said notice was set in type not smaller than non-parell, describing and expessing in general terms the purport and character of the notice intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates to wit:

Pub: 7/2, 7/9/2014

Notice of Hearing on Report and
Assessment for Weed Abatement

NOTICE IS HEREBY GIVEN that the County Agricultural Commissioner will file with the City Clerk, City of Santa Clara, a report and assessment on abatement of weeds within the City, copies of which will be posted on the bulletin board outside the City Council Chambers at City Hall, on the bulletin board in the lobby of the City Hall; and at the entrance of the Fire Department, 777 Benton Street, Santa Clara.

NOTICE IS FURTHER GIVEN that on July 15, 2014 at the hour of 7:00 p.m., or soon thereafter, in the Council Chambers of said City Hall, located at 1500 Warburton Avenue, Santa Clara, the report and assessment list shall be presented to the City Council for consideration and confirmation, and that any and all persons interested, having any objections to the report and assessment list, or to any matter contained therein, may appear at that time and place and be heard.

AMERICANS WITH DISABILITIES ACT (ADA). In accordance with the Americans with Disabilities Act of 1990, the City of Santa Clara will ensure that all existing facilities will be made accessible to the maximum extent feasible. Reasonable modifications in policies, procedures, and/or practices will be made as necessary to ensure full and equal access and enjoyment of all programs and activities for all individuals with a disability. Individuals with severe allergies, environmental illness, multiple chemical sensitivity, or related disabilities should contact the City's ADA office (408) 615-3000, to discuss meeting accessibility. In order to allow participation by such individuals, please do not wear scented products to meetings at City facilities.

Date:
Rod Diridon, Jr.
City Clerk
City of Santa Clara

Dated at Santa Clara, California

This 9TH day of JULY, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed: _____
(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 8C

Date: July 15, 2014

To: City Manager for Council Action

From: Director of Public Works / City Engineer

Subject: Public Hearing for Traffic Mitigation Program and Adoption of a Resolution Approving the Traffic Mitigation Impact Fee Annual Report for Fiscal Year 2014-2015

EXECUTIVE SUMMARY:

In 1988, the City Council adopted Phase A of the Traffic Mitigation Program (TMP) to finance and construct projects in the Traffic Mitigation Program Area (TMPA) as shown in the Annual Report. Phase A was funded by Traffic Mitigation Assessment District (TMAD) and Traffic Mitigation Impact Fee (TMIF). In October 1997, Council approved Phase B of the TMP and the collection of impact fees for Phase B until 2008. All projects listed in Phases A and B have not been completed due to cost escalation, right-of-way needs, and/or lack of development in certain areas. Phase C of the TMP was approved as part of the 2008-2009 annual report, as it is necessary to fund new traffic mitigation projects needed to maintain acceptable levels of service, and to fund portions of unfinished Phase A and Phase B projects. As in Phase B, some of the proposed Phase C projects are geographically outside the TMPA. These projects are located on thoroughfares or collector streets that directly benefit new developments within the TMPA. Traffic Impact Fee is the primary funding mechanism for traffic improvement projects identified as Phase C projects. The remaining portions of projects may be funded by Local, State, and/or Federal grants, direct developer funding ("fair share contribution"), and other funding sources.

Each year the City Council conducts a public hearing to review the projects listed in the TMP, the primary funding sources for TMP projects, and the Traffic Impact Fee Rates. Since there is no change to the TMP scope and projects may be funded by other funding sources as mentioned above, the TMIF rates are recommended to remain at the same level as last year as shown on the table below:

Types of Use	Current Phase C	Proposed Phase C
Office/R&D	$1.00/SF	$1.00/SF
Industrial	$0.67/ SF	$0.67/ SF
Hotel/Motel	$400.00/ Room	$400.00/ Room
Warehouse/Utilities/ Communications	$0.20/ SF	$0.20/ SF

It is anticipated that this fee will generate approximately $4,900,000, well short of the estimated $18,000,000 required to construct all of the projects listed in the report. Staff will continue to work with developers and other public agencies to come up with "non-fee-related" sources, including direct developer funding, State grants, and Federal grants, to fund the approximately $13,000,000 shortfall.

The attached Resolution to be adopted at this time and the supporting TMP and TMIF Report have been prepared by staff. See "DISCUSSION" section for more details.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The TMIF will finance needed TMP projects within the City. The TMP projects will help alleviate existing and projected traffic congestion that would require other funding if TMP financing is not available.

ECONOMIC/FISCAL IMPACT:

Phase A projects were funded by both TMIF and the TMAD. Phase B projects were funded by TMIF and other sources such as gas tax revenue and grants. Phase C projects are funded by TMIF, direct developer funding ("fair share" contribution), State, and/or Federal grants or other funding sources.

RECOMMENDATION:

That the Council, after conducting a public hearing, adopt a Resolution Approving, Confirming and Adopting the Traffic Mitigation Impact Fee Annual Report for Fiscal Year 2014-2015.

Rajeev Batra
Director of Public Works / City Engineer

APPROVED:

Julio Fuentes
City Manager

Documents Related to this Report:
1) Resolution

DISCUSSION:

TMIF are collected from new commercial and industrial developments, but not from residential developments.

Phase A projects were funded by TMIF and all the TMAD funds. The Phase A impact fee surplus amounted to $919,256, which was the difference between actual impact fee revenue collected during Phase A of $6,120,256 and the required impact fee revenue for Phase A projects of $5,201,000. This surplus was applied to Phase B projects in conjunction with the adoption of the Resolution approving the 1997-1998 Annual Report and Council approval of Phase B.

Phase B TMIF collections up to 2008 were estimated to be approximately $6,985,000 (this amount included Phase A surplus money). This amount was to be augmented by State and Federal grants, and sales tax revenue to finance the total required Phase B amount of $10,250,000. The Phase B TMIF deficit amounted to $483,909, which was the difference between actual TMIF revenue collected during Phase B of $6,501,091 and the required estimated TMIF revenue for Phase B projects of $6,985,000. This deficit was applied to Phase C projects in conjunction with the adoption of the Resolution approving the 2008-2009 Annual Report and Council approval of Phase C.

Phase C of the TMP was adopted as part of the 2008-2009 annual review. Phase C is necessary to fund new traffic mitigation projects needed to maintain acceptable levels of service, and portions of unfinished Phase A and Phase B projects. Collection of TMIF is the primary funding mechanism for traffic improvement projects identified as Phase C projects. The City engaged Hexagon Transportation Consultant, Inc. to prepare an update of the City's Traffic Mitigation Impact Fee in 2010. Hexagon's updated Report included the use of current trip generation factors and new methodology which caused a rate modification to the Traffic Mitigation Impact Fee (the "Fee"). Direct developer funding ("fair share" contribution) will also fund portions of the Phase C projects. The direct developer funding is generally set forth in individual development agreements and is intended to reflect a fair-share contribution towards mitigation of significant project impacts.

The Report contains the Phase A & B information, and Phase C TMIF collection information and project list/cost updates. Since there is no change to the TMP scope and projects may be funded by other sources as noted below, the TMIF rates are recommended to remain at the same level as last year as follows:

Types of Use	Current Phase C	Proposed Phase C
Office/R&D	$1.00/SF	$1.00/SF
Industrial	$0.67/ SF	$0.67/ SF
Hotel/Motel	$400.00/ Room	$400.00/ Room
Warehouse/Utilities/ Communications	$0.20/ SF	$0.20/ SF

At the above recommended fee amounts, the update for the Fiscal Year 2014-2015 report shows that outstanding TMIF revenue would total approximately $4,900,000, well short of the estimated $18,000,000 required to construct all of the traffic mitigation projects. Project cost in excess of the TMIF revenue is expected to be funded from a variety of "non-fee-related" sources, including direct developer funding, State Grants, and Federal Grants.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, ADOPTING THE TRAFFIC MITIGATION PROGRAM REPORT AND TRAFFIC IMPACT FEE FOR FISCAL YEAR 2014-2015

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

WHEREAS, the Santa Clara City Code (SCCC) at Section 17.15.330 authorizes the City Council to designate areas of the City within which traffic impact fees will be imposed upon new development;

WHEREAS, by prior action, the Council has designated a portion of the City as the City of Santa Clara Traffic Mitigation Program Area (the "Program Area");

WHEREAS, the boundaries of the Program Area are depicted on the Traffic Mitigation Program Area Map, which is on file in the Office of the City Clerk, available for public inspection, and an exhibit to the Report attached herein;

WHEREAS, the Council does not at this time choose to modify the boundaries of the Program Area;

WHEREAS, in 2010 the City engaged Hexagon Transportation Consultant, Inc. to prepare an update of the City's Traffic Mitigation Impact Fee;

WHEREAS, the Department of Public Works has prepared a report entitled "ANNUAL REPORT 2014-2015 TRAFFIC MITIGATION IMPACT FEE" (the "Report"), which makes reference to the updated report prepared by Hexagon Transportation Consultant, Inc. dated May 2010, and proposes no amendment to the Program scope and fee rates for the upcoming fiscal year. The Report is on file in the Office of the City Clerk, available for public inspection, and incorporated herein by this reference;

WHEREAS, the Report sets forth certain information with respect to the collection and expenditure of traffic impact fee proceeds throughout the history of the Program Area;

WHEREAS, the Report analyzes anticipated future development within the Program Area and identifies public improvements necessary to mitigate the anticipated impacts of that future development upon the City's traffic infrastructure;

WHEREAS, on July 15, 2014, the City Council held a full public hearing with respect to the Report and the Fee;

WHEREAS, on July 2, 2014 and July 9, 2014, timely notice of such public hearing was published in the Santa Clara Weekly pursuant to Sections 6062a and 66018 of the California Government Code;

WHEREAS, the Report was made available for public inspection at least ten days before the public hearing as required by law; and

WHEREAS, pursuant to Section 66000 *et seq.* of the California Government Code and SCCC Section 17.15.330, City Council now desires to approve the Report and adopt the proposed rates.

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

1. That the following findings are true and correct:

A. Development projects in the Program Area place new demands on the City's transportation infrastructure.

B. Especially during commute hours, the City's transportation infrastructure serving the Project Area operates at or near capacity. Consequently, the introduction of additional vehicles onto the City's streets has the effect of increasing traffic congestion. Increased congestion has negative effects on commute times, transit system efficiency, air quality, traffic safety, pedestrian and cyclist comfort, and other quality-of-life issues affecting the community.

C. The Report estimates the cost of each traffic infrastructure improvement necessary to mitigate the anticipated traffic impacts of anticipated new development in the Project Area and substantiates a Fee rate that will charge each new development project only for the portion of the costs of the Program necessary to mitigate the traffic congestion expected to be caused by that development project.

D. The Report identifies the extent to which the need for certain of the identified improvements is not entirely attributable to new development so that the Fee will not fund mitigation of such congestion.

E. There is a reasonable relationship between the need for the identified improvements and the development projects on which the Fee will be imposed because such development projects cause traffic congestion that the Program will mitigate.

F. There is a reasonable relationship between the Fee's use and development projects on which the Fee will be imposed because the Fee will only fund the portion of improvement costs allocable to congestion caused by those development projects.

G. The Fee does not exceed the estimated reasonable cost of providing the facilities for which the Fee is imposed. The Fee is not levied, collected or imposed for general government purposes.

H. The Fee is not a tax pursuant to California Constitution, Article XIIIC, because it is a charge imposed as a condition of property development and is specifically exempt from being a tax under that Constitutional provision.

I. As the purpose of this Resolution is to continue collection of an impact fee to fund capital projects necessary to maintain traffic circulation service within the City's existing service areas, the setting and imposition of the Fee is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8)(D) of the California Public Resources Code. This Resolution is for the purpose of continuing the Fee only and is not intended to approve any capital projects to be funded by said fee. Such capital projects will undergo separate review under CEQA, if applicable, at such time as the City considers those capital projects for approval.

2. The Fee is hereby imposed upon development projects within the Project Area at the following rates:

Office/R&D	$1.00 per square foot
Industrial	$0.67 per square foot
Hotel/Motel	$400.00 per room
Warehouse/Utilities/Communications	$0.20 per square foot

The Fee shall be imposed in the manner provided by SCCC Section 17.15.330 and as set forth in the Report. Proceeds of the Fee shall be used to fund improvements of the nature identified in the Report, and for no other purpose. The Fee is not an increase, but is the same Fee approved by Council for FY 2013-2014.

3. That the Report is hereby approved, and the Fee is confirmed and adopted.

4. That this Resolution shall take effect from and after 60 days following the date of its passage and adoption.

5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. 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 SANTA CLARA STADIUM AUTHORITY, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated:
1. Report with Exhibits

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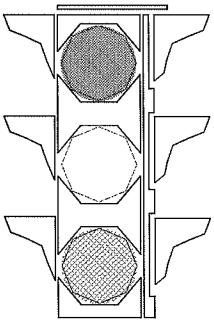
CITY OF SANTA CLARA
TRAFFIC MITIGATION PROGRAM



ANNUAL REPORT

2014-2015

TRAFFIC MITIGATION IMPACT FEE

Phases A, B, and C

Rajeev Batra
Director of Public Works/
City Engineer

June 2014

TABLE OF CONTENTS

TRAFFIC MITIGATION PROGRAM

Phase A (1988-89 to 1997-98)
- Introduction and Cost Distribution
- List of Projects (Descriptions and Cost Estimates)

Phase B (1998-99 to 2007-08)
- Introduction and Cost Distribution
- List of Projects (Descriptions and Cost Estimates)
-

Phase C (2008-09 to 2017-18)
- Introduction and Cost Distribution
- List of Projects (Descriptions and Cost Estimates)

Traffic Mitigation Impact Fee
- Trip Generation Factors and Fee Formula
- Fee Revenue – Phases A, B, and C

Summary

Exhibits
- Traffic Mitigation Program Area Map
- Map of Phase A Projects
- Map of Phase B Projects
- Map of Phase C Projects

TRAFFIC MITIGATION PROGRAM

Phase A: Introduction and Cost Distribution

The Traffic Mitigation Program (TMP) was established in 1988 by City Council action. It was created as a means of financing traffic improvements which would alleviate congestion resulting from current and projected commuter traffic demands. Assessment District levies and Impact Fee collections were created to finance identified projects. The following shows original cost distributions and subsequent amendments for project costs for the first ten years of the Program, from Fiscal Year 1988-89 to Fiscal Year 1997-98. (The first ten year period of the Program is called Phase A, and the second ten year period is called Phase B.)

Phase A
Costs, Cost Distributions, and Cost Amendments

	Costs per 1988 Original Report	**Costs per 1991-92 Amendment**	**Costs per 1993-94 Amendment**	**Costs per 1997-98 Amendment (Final)**
40% PAID BY **IMPACT FEES** CHARGED TO NEW DEVELOPMENT	$ 4,542,000	$ 4,487,000	$ 4,907,000	**$ 5,201,000**
60% PAID BY **ASSESSMENT DISTRICT LEVIES** (ASSESSMENTS LEVIED ON DEVELOPMENT EXISTING AT TIME OF FORMATION)	$ 8,546,000	$ 6,731,000	$ 7,361,000	**$ 7,802,000**
TOTAL for PHASE A STREET & HIGHWAY IMPROVEMENT COSTS	$13,088,000	$11,218,000	12,268,000	**$13,003,000**

Estimates by the City, indicate the following: New development during Phase A, subject to traffic impact fee, accounts for 40% of the traffic congestion in the area and therefore contributes 40% of the Phase A traffic mitigation costs. Existing development, subject to an assessment district levy, accounts for 60% of traffic congestion in the area and therefore contributes 60% of the Phase A traffic mitigation costs.

Phase A
List of Projects – 2014/2015

Description	Estimate		
	TOTAL (100%)	FINANCED BY IMPACT FEE (40%)	FINANCED BY ASSESSMENT DISTRICT (60%)
A. Traffic Signalizations (various locations) – *50% Completed*	2,835,000	1,134,000	1,701,000
B. Tasman Bridge - *Deleted Project*	-0-	-0-	-0-
C. Great America Pkwy @ Mission College Level of Service Improvements - *33% Completed*	2,601,000	1,040,400	1,560,600
D. Mission College Level of Service Improvements, between G.A.P. & Montague – *100% Completed*	1,287,000	514,600	772,400
E. Great America Pkwy @ Bayshore Ramp Level of Service Improvements	390,000	156,000	234,000
F. Scott Boulevard Widening (Monroe to Martin) – *100% Completed*	2,600,000	1,040,000	1,560,000
G. Great America Pkwy – between Tasman Drive and Mission College Blvd . Restriping and Construction of Bus Stops to improve arterial level of service	275,000	110,000	165,000
H. Lawrence Expressway HOV Lanes, between Stevens Creek Blvd & Highway 101 – *100% Completed*	1,330,000	532,000	798,000
I. Industrial Area Sidewalk Construction at Various TMP District Areas – *50% Completed*	1,295,000	518,000	777,000
J. Participation in the County Congestion Management Program and Transportation Deficiency Plan	50,000	20,000	30,000
K. Coleman Avenue Widening at Brokaw Road	190,000	76,000	114,000
L. Participation in a Traffic Engineering Study for Montague Expressway Widening – *100% Completed*	150,000	60,000	90,000
TOTAL	**$13,003,000**	**$5,201,000**	**$7,802,000**

Phase B: Introduction and Cost Distribution

Phase B of the TMP was approved by the City Council in October 1997, to continue the collection of Impact Fees until 2008. Collection of Impact Fees is the primary funding mechanism for traffic improvement projects identified as Phase B projects. There will be no funds collected from assessment district levies for Phase B projects. Following is a summary of project costs and funding sources for Phase B:

Phase B
***Costs and Cost Distributions,* 2014-2015**

Description	Amounts
PORTION PAID BY **TRAFFIC MITIGATION IMPACT FEES** CHARGED TO NEW DEVELOPMENT	$6,985,000
PORTION MAY BE PAID BY **OTHER SOURCES,** SUCH AS STATE AND FEDERAL GRANTS, AND SALES TAX REVENUE	$3,265,000
TOTAL PHASE B STREET & HIGHWAY IMPROVEMENT COSTS	$10,250,000

New development occurring during Phase B will account for all of the traffic growth and congestion during this Phase. Traffic congestion from these new developments will add to the congestion from developments that existed or were built during the Phase A stage. Phase B projects will be primarily funded by Impact Fees charged to new developments (there will not be Assessment District funding in this Phase). The remaining portion of Phase B project costs will be funded by State grants, Federal grants, and sales tax revenues.

Phase B
List of Projects – 2013/2014

Description	Estimate
1. **Traffic Signalization & Signal Improvements at Various Locations** – ***50% Completed***	$1,600,000
2. **Pedestrian Enhancements at Various Locations** – ***50% Completed***	1,000,000
3. **Level of Service Improvements at the Intersection of Monroe Street & Lawrence Expy**	300,000
4. **Ramp Widening at Montague and 101** – ***100% Completed***	500,000
5. **Level of Service Improvements on Mission College Blvd from Montague Expressway to Great America Pkwy (in addition to Phase A funding)** –***100% Completed***	2,200,000
6. **Level of Service Improvements at the Intersection of El Camino Real & San Tomas Expressway**	800,000
7. **Level of Service Improvements at the Intersection of Homestead Road & San Tomas Expressway** – ***60% Completed***	600,000
8. **Level of Service Improvements at the Intersection of El Camino Real and Lafayette St**	1,250,000
9. **Level of Service Improvements at the Intersection of Saratoga Avenue at San Tomas Expressway** – ***60% Completed***	400,000
10. **Level of Service Improvements at the Intersection of Homestead Road & Kiely Blvd.**	700,000
11. **Traffic Signal and Median Modifications at Lafayette Street and Hope Drive** – ***100% Completed***	200,000
12. **Contribution to Montague Expressway Level of Service Improvements** - ***100% Completed***	500,000
13. **Contribution to Central Expressway Level of Service Intersection Improvements at De La Cruz, Lafayette, Scott, and Bowers** – ***100% Completed***	200,000
TOTAL	***$ 10,250,000***

Phase C: Introduction and Cost Distribution

Phase C of the TMP was approved by the City Council as part of the 2008-2009 annual report. Phase C is necessary to fund the new traffic mitigation projects needed to maintain acceptable levels of service.

Phase C projects will continue to be primarily funded by Impact Fees charged to new developments (no Assessment District funding in this Phase). It is intended that the Phase C traffic impact fee rates remain at Phase A and Phase B levels. However, due to the use of current trip generation factors (vs. the 1988 factors used in Phases A and B), and changes in fee rate methodology as contained in the Traffic Mitigation Impact Fee Updated Report by Hexagon Transportation Consultants, Inc. (dated May 18, 2010), the impact fee rates changed in Fiscal Year 2010-2011. For Fiscal Year 2010-11, the Office/R&D rate remained at Phase A & B levels but the other fee amounts increased in proportion to the updated trip generation rates. For this Fiscal Year 2014-2015 review, no amendment is being proposed, as there are no significant changes to the program area, traffic mitigation project list, or approved development project list. The fee rates for Fiscal 2014-2015 will remain as follows:

Types of Use	Proposed (FY 2013-14) Phase C
Office/R&D	$1.00/SF
Industrial	$0.67/ SF
Hotel/Motel	$400.00/ Room
Warehouse/Utilities/ Communications	$0.20/ SF

The fee rates are based on a comparison of citywide improvements needed to mitigate the impacts of new development and the total new peak-hour trips added by expected future development within the entire City of Santa Clara. This yields a fee per peak-hour vehicle trip. This approach provides proportionality in the application of the fee by relating the total fee to the total number of trips generated by all developments. For simplicity of application, the fee per trip has been converted to a fee per square foot for most uses. Since the number of trips varies for different land uses, the fee per square foot of floor area also will vary. For hotels and motels, the fee per trip was converted to a fee per room since the available published trip data for this use are based on the number of rooms and not the building area.

As presently established, Santa Clara collects traffic mitigation fees only within a defined area, the TMP area, and only for certain land uses within that area. The potential lost fee revenue associated with those developments that are not subject to a fee is to be funded by other "non fee related" sources in order to maintain the required nexus.

Because the Traffic Mitigation Impact Fees are applied only to certain land uses within only a portion of the City, and as noted on the initial Phase C Report of FY 2010-11, the revenues generated by the impact fee will fall short of the $15 million required to construct all of the Phase C improvements. At the recommended fee amounts, the Traffic Mitigation Impact Fee revenue would total approximately $7.5 million. Project costs in excess of the impact fee revenues will be funded from a variety of "non-fee-related" sources, including direct developer funding, State Grants and Federal Grants, or other funding sources. The update for this year's report shows that outstanding TMIF revenue would total approximately $4,900,000, well short of the estimated $18,000,000 required to construct all of the traffic mitigation projects. Project cost in excess of the TMIF revenue will be funded from a variety of "non-fee-related" sources, including direct developer

funding, State and Federal Grants, and other funding sources.

Following is a summary of estimated project costs and funding sources for Phase C:

Phase C
***Costs and Cost Distributions,* 2014-2015**

Description	Amounts per Initial Report, FY 2010-11	Amounts per FY 2013-14 Updates
TRAFFIC MITIGATION IMPACT FEES CHARGED TO NEW DEVELOPMENT	$7,470,597	$4,858,172*
UNFUNDED PORTION (MAY BE FUNDED BY OTHER FUNDING SOURCES SUCH AS: DIRECT DEVELOPER FUNDING; LOCAL, STATE, AND/OR FEDERAL GRANTS; AND/OR SALES TAX REVENUE)	$7,835,581	$13,135,237
TOTAL PHASE C STREET & HIGHWAY IMPROVEMENT COSTS	$15,306,178	$17,993,409**

* Initial TIF amount to be collected per FY 2010-11 report, minus TIF amount collected to date.

** Total cost of projects per FY 2014-15 update, minus unallocated TIF ending balance (June 2014)

As in Phase B, some of the Phase C projects are geographically outside the TMP area. These projects are located on thoroughfares or collector streets that are directly impacted by new developments within the TMP area. Commercial, Office, and Industrial developments generate large amounts of trips that do not solely travel within the TMP area. Even though some projects are located outside of the TMP area, improvements will provide direct benefit to users traveling to and from the TMP area, such as residential areas in the City or originating from outside the City with destinations within the TMP area.

Phase C
List of Projects – FY 2013/2014

Project No.	Project CIP No.**	Project Name	Project Cost previously funded by T.I.F. from Phase A, B, and/or Phase C	Outstanding Project Cost to be funded by Impact Fee collected with Phase C
1	2616	Great America Bus Turn Out*	90,000	0
2	2621	Great America/Mission College Intersection Improv.*	1,040,400	0
3	2624	Coleman Avenue Widening	76,000	0
4	2630	Mission College Blvd Widening (G.A.P. to Marriot Driveway)*	2,200,000	0
5	2631	1998-99 Industrial Sidewalk Program*	75,832	0
6	2637	San Tomas /Saratoga Intersection Improvements*	677,985	0
7	2638	Lawrence Monroe Intersection Improvements*	300,000	0
8	2639	San Tomas /Homestead Intersection Improvements*	548,470	0
9	2640	Traffic Signal at Lafayette/Yerba Buena	60,000	500,000
10	2649	Traffic Signal Needs Assessments	220,000	248,600
11	2652	Traffic Signal Scott/Garrett*	90,000	0
12	2653	Travel Demand Model Development & Maintenance*	150,000	0
13	2658	El Camino/San Tomas Intersection Improvements*	1,683,590	0
14	2661	Traffic Signal Enhancements (2005/06-2009/10)*	362,488	0
15	2662	Pedestrian & Bicycle Enhancements (2005/06-2009/10)*	655,286	0
16	2663	Santa Clara Caltrain Station Area Plan Study*	32,388	0
17	2665	Central Control Traffic Signal Upgrade	200,000	1,400,000
18	2666	Traffic Signal at Monroe/Chromite	50,000	500,000
19	2667	Install Sidewalk on San Tomas Expressway*	72,000	0
20	2668	Traffic Pre-Emptors	308,104	900,000
21	TBD	San Tomas /Scott Intersection Improvements	0	2,351,394
22	TBD	Lawrence/Homestead Intersection Improvements	0	2,600,000
23	2669	Traffic & Bike Signal Enhancements at Various Areas	300,000	700,000
24	2670	Pedestrian Enhancement – Various Locations	535,000	1,300,000
25	TBD	Signal Interconnect at 101/Great America/Bowers	0	170,000
26	TBD	Lawrence Expwy Access Restriction	0	500,000
27	TBD	Traffic Signal Controller Upgrade	0	4,300,000
28	2672	Cameras for Traffic Monitoring & Operations	75,000	262,500
29	2671	Master Plan for Expanding Creek Trails***	100,000	250,000
30	2673	Traffic Management Center Construction***	50,000	250,000
31	TBD	Lawrence Expwy /Benton St Signal Improvements***	0	520,000
32	TBD	Monroe St /San Tomas Expwy Improvements***	0	1,260,000
33	TBD	Citywide Sidewalk Installation***	0	600,000
		Totals	9,952,543	$18,612,494
		Less Unallocated Impact Fee Ending Balance, June 2014		-$ 619,085
		Impact Fee Revenue Required		$17,993,409

* Previously Funded

** Project with C.I.P. Number shown as TBD (To Be Determined) are future years project (Fiscal Year 2014/15 through Fiscal Year 2019/20)

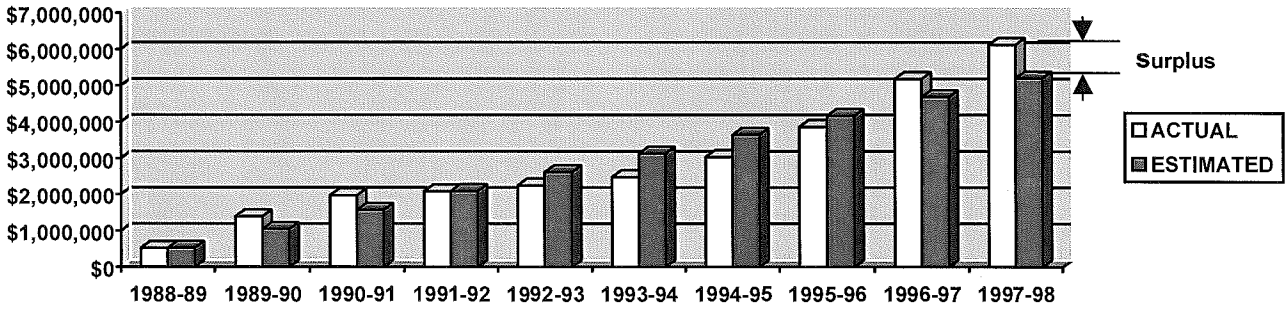
*** New project, not shown on Table 2 (page 9) of the Updated Traffic Mitigation Impact Fee Report by Hexagon Transportation Consultant, Inc. (dated May 18, 2010)

Fee Revenue

Traffic Mitigation Impact Fee Revenue Collected During Phase A

Fiscal Year	ACTUAL (YEARLY)	ACTUAL (CUMULATIVE)	ESTIMATED/ REQUIRED (YEARLY)	ESTIMATED/ REQUIRED (CUMULATIVE)
1988-89	$520,829	$520,829	$520,100	520,100
1989-90	871,466	1,392,295	520,100	1,040,200
1990-91	579,461	1,971,756	520,100	1,560,300
1991-92	107,217	2,078,973	520,100	2,080,400
1992-93	161,108	2,240,081	520,100	2,600,500
1993-94	231,885	2,471,966	520,100	3,120,600
1994-95	558,790	3,030,756	520,100	3,640,700
1995-96	828,964	3,859,720	520,100	4,160,800
1996-97	1,318,956	5,178,676	520,100	4,680,900
1997-98	941,580	6,120,256	520,100	5,201,000
TOTALS	**$6,120,256**		**$5,201,000**	

Note: Phase A surplus is $919,256, which is the difference between actual revenue ($6,120,256) and required revenue ($5,201,000). This surplus is applied to Phase B.

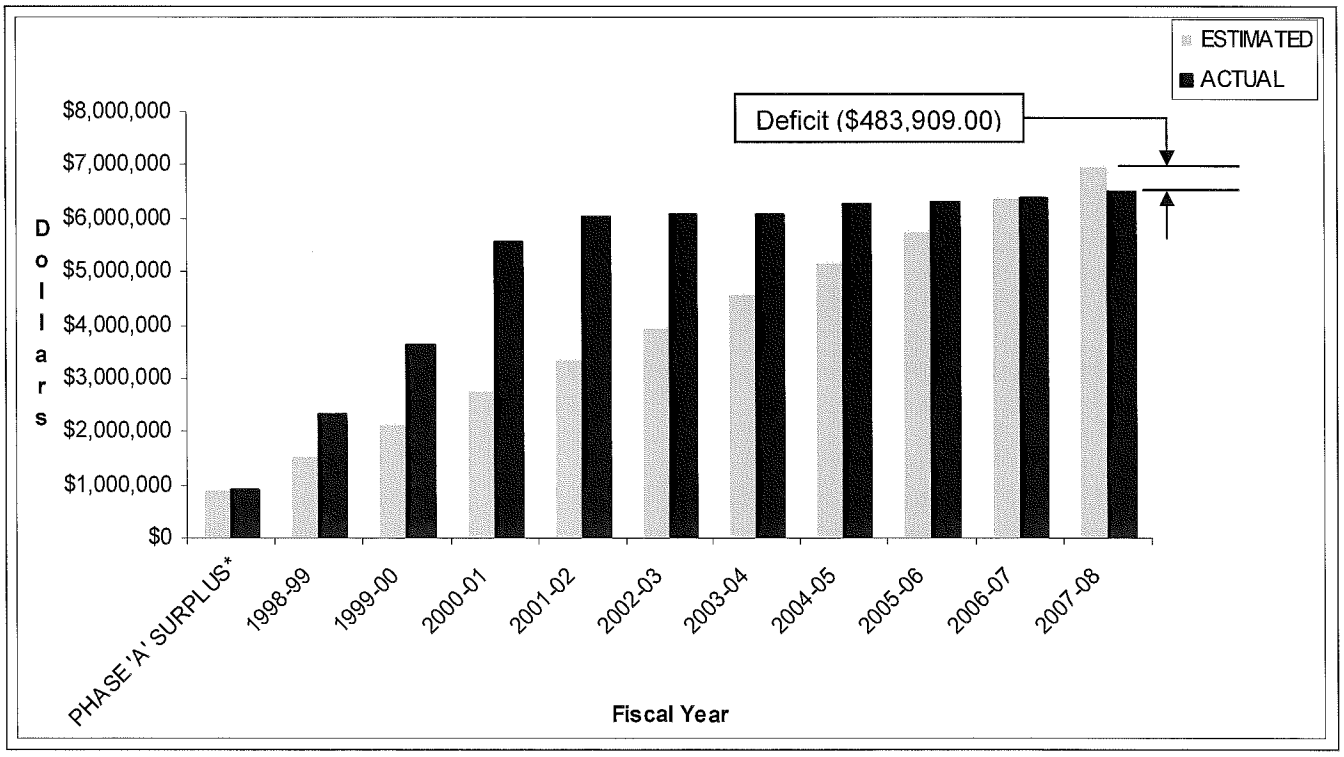


Phase A Impact Fee Revenue (Actual vs. Estimated)

Traffic Mitigation Impact Fee Revenue Collected for Phase B

	ESTIMATED	ESTIMATED CUMULATIVE	ACTUAL	ACTUAL CUMULATIVE
PHASE 'A' SURPLUS	919,256	919,256	919,256	919,256
1998-99	606,574	1,525,830	1,397,174	2,316,430
1999-00	606,574	2,132,405	1,289,507	3,605,937
2000-01	606,574	2,738,979	1,956,456	5,562,393
2001-02	606,574	3,345,554	452,356	6,014,749
2002-03	606,574	3,952,128	56,886	6,071,635
2003-04	606,574	4,558,702	9,331	6,080,966
2004-05	606,574	5,165,277	200,109	6,281,075
2005-06	606,574	5,771,851	29,182	6,310,257
2006-07	606,574	6,378,426	58,671	6,368,928
2007-08	606,574	6,985,000	132,163	6,501,091
TOTALS	**$6,985,000**		**$6,501,091**	

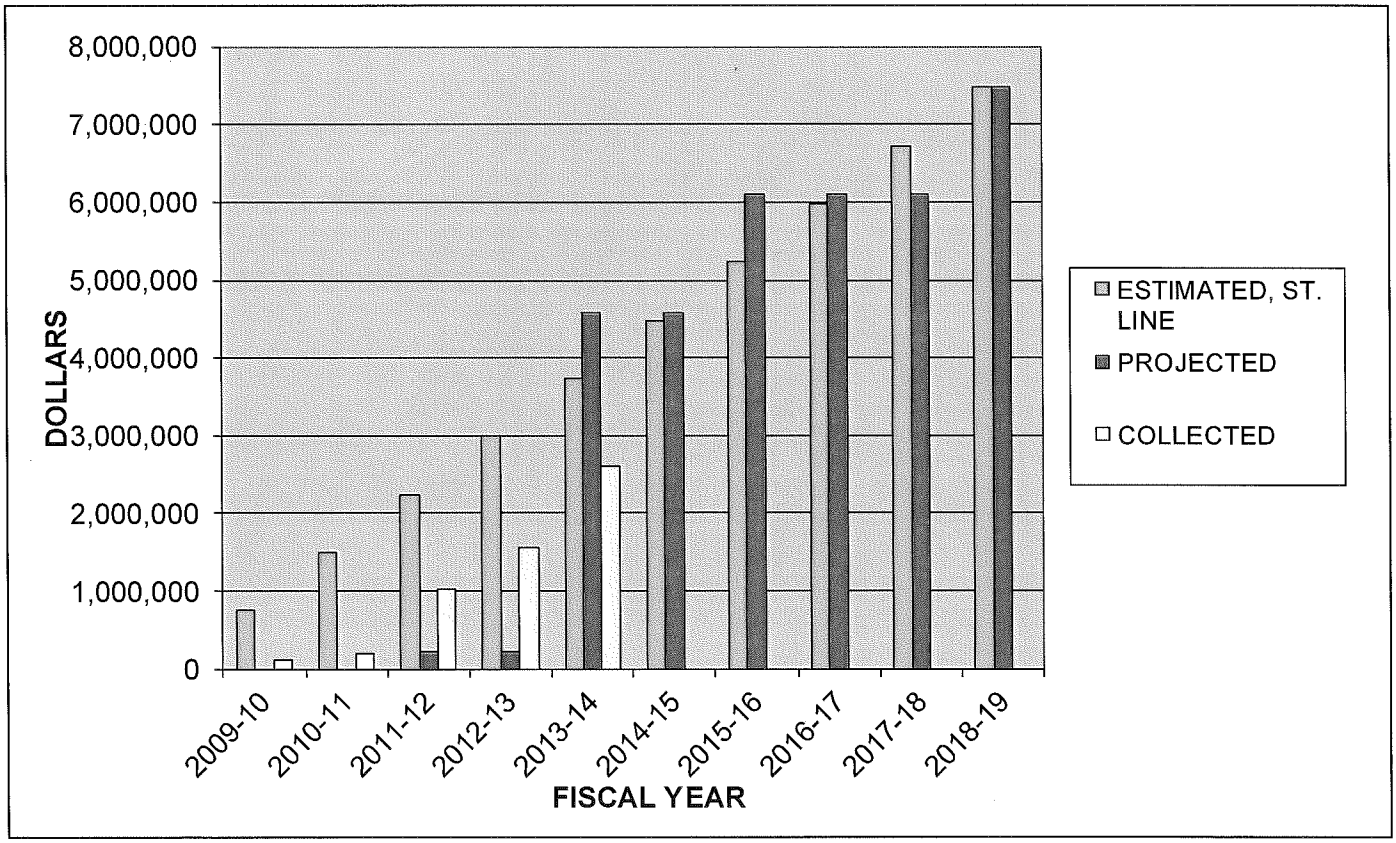
Note: Phase B deficit is $483,909 which is the difference between actual revenue ($6,501,091) and required revenue ($6,985,000). This deficit is included in Phase C.



Phase B Impact Fee Revenue (Actual vs. Estimated)

Traffic Mitigation Impact Fee Revenue Collected for Phase C

	ESTIMATED, STRAIGHT LINE		PROJECTED		COLLECTED	
Fiscal Year	**YEARLY**	**CUMMULATIVE**	**YEARLY**	**CUMMULATIVE**	**YEARLY**	**CUMMULATIVE**
2009-10	747,060	747,060	0	0	119,984	119,984
2010-11	747,060	1,494,119	0	0	71,101	191,085
2011-12	747,060	2,241,179	222,400	222,400	834,795	1,025,880
2012-13	747,060	2,988,239	0	222,400	520,499	1,546,379
2013-14	747,060	3,735,299	4,348,929	4,571,329	1,066,046	2,612,425
2014-15	747,060	4,482,358	0	4,571,329		
2015-16	747,060	5,229,418	1,524,848	6,096,177		
2016-17	747,060	5,976,478	0	6,096,177		
2017-18	747,060	6,723,538	0	6,096,177		
2018-19	747,060	7,470,597	1,374,420	7,470,597		
TOTALS	**$7,470,597**		**7,470,597**		**2,612,425**	



Phase C Impact Fee Revenue (Estimated Straight Line, Projected, & Collected)

SUMMARY

- Traffic Mitigation Impact Fee funds a portion of the projects identified in Phase A of the Traffic Mitigation Program. The Traffic Mitigation Assessment District funds the other portion of Phase A projects.

- Approval of Phase B continues the collection of Impact Fees until 2008, funding the major portion of Phase B Projects. State and Federal grants and sales tax will be the other sources of funds for Phase B Projects.

- Approval of Phase C continues the collection of Impact Fees, funding the increased cost of the uncompleted Phase A and Phase B Projects and other new traffic mitigation project(s). Impact Fees are imposed on new or expanding development. Local, State, and/or Federal grants, and Direct Developer funding ("fair share" contributions) will be the other sources of funds for Phase C Projects.

- Impact Fees are paid prior to issuance of Building Permits.

- Phase C Impact Fees are based on Trip Generation Rates.

- The Traffic Mitigation Impact Fee Boundary is the same as the Traffic Mitigation Assessment District boundary.

- The Traffic Mitigation Program is reviewed annually.

- The Traffic Mitigation Program is flexible because fees can be adjusted, project schedules can be adjusted, projects can be modified, phased, deleted, or expanded, and the Program boundaries can be modified.

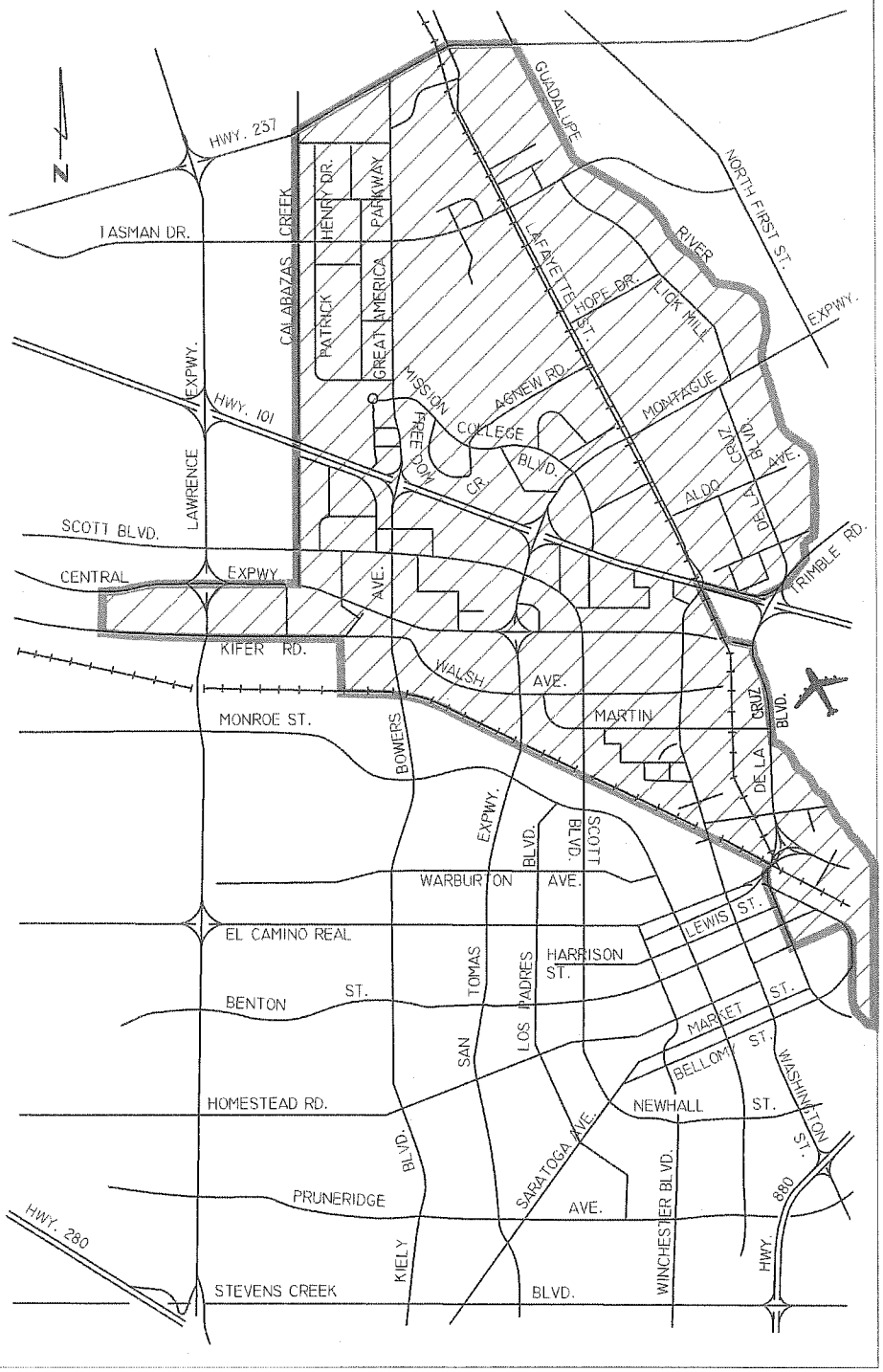
- The Program is integrated with the process of collecting fees to mitigate regional impacts and fund regional traffic improvements.

Exhibits

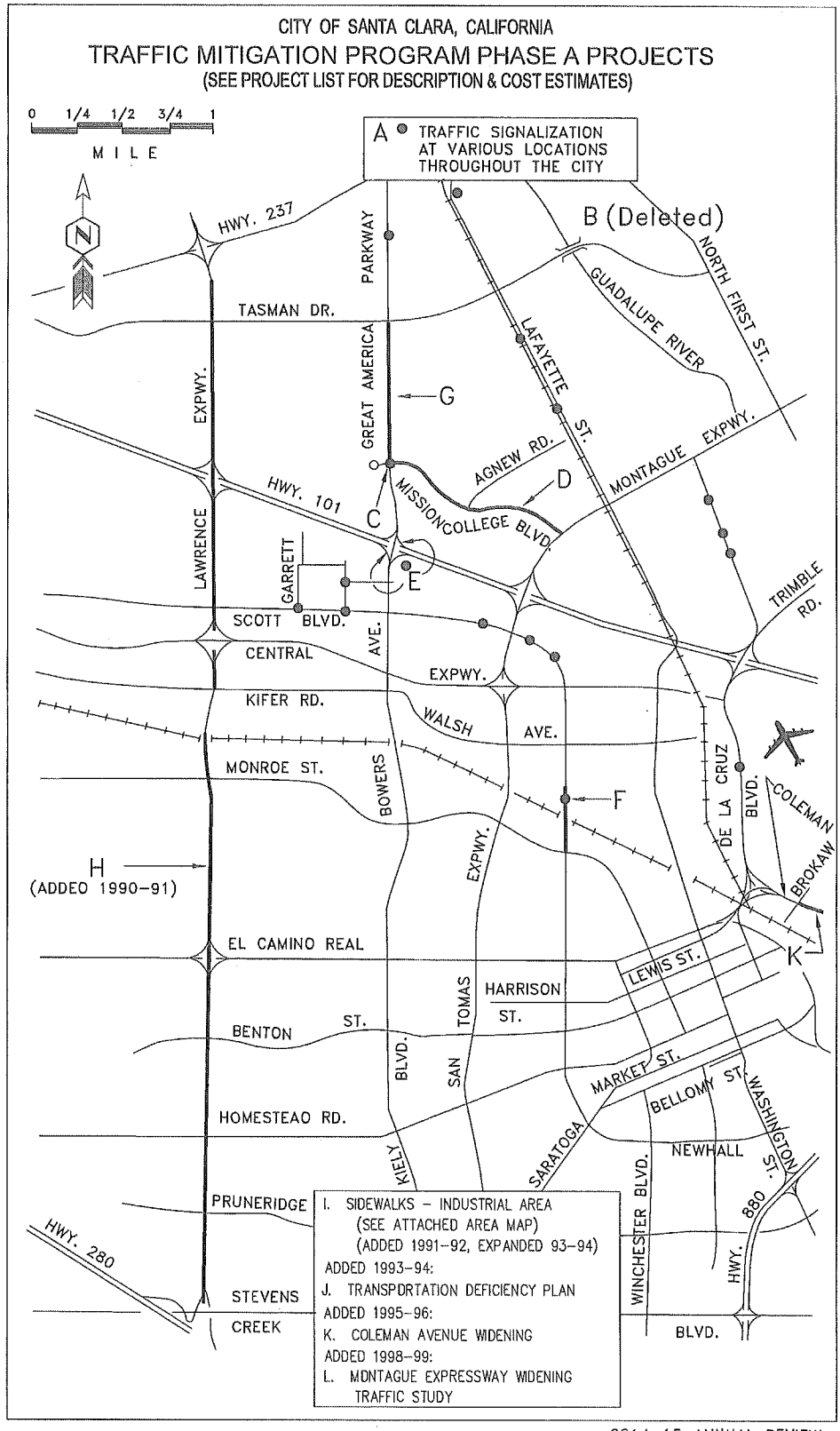
- **Traffic Mitigation Program Area Map**
- **Map of Phase A Projects**
- **Map of Phase B Projects**
- **Map of Phase C Projects**

TRAFFIC MITIGATION PROGRAM AREA MAP

(NOTE: BOUNDARIES OF TMAD & TMIF ARE COINCIDENT)



2014-15 ANNUAL REVIEW: NO CHANGE IN AREA



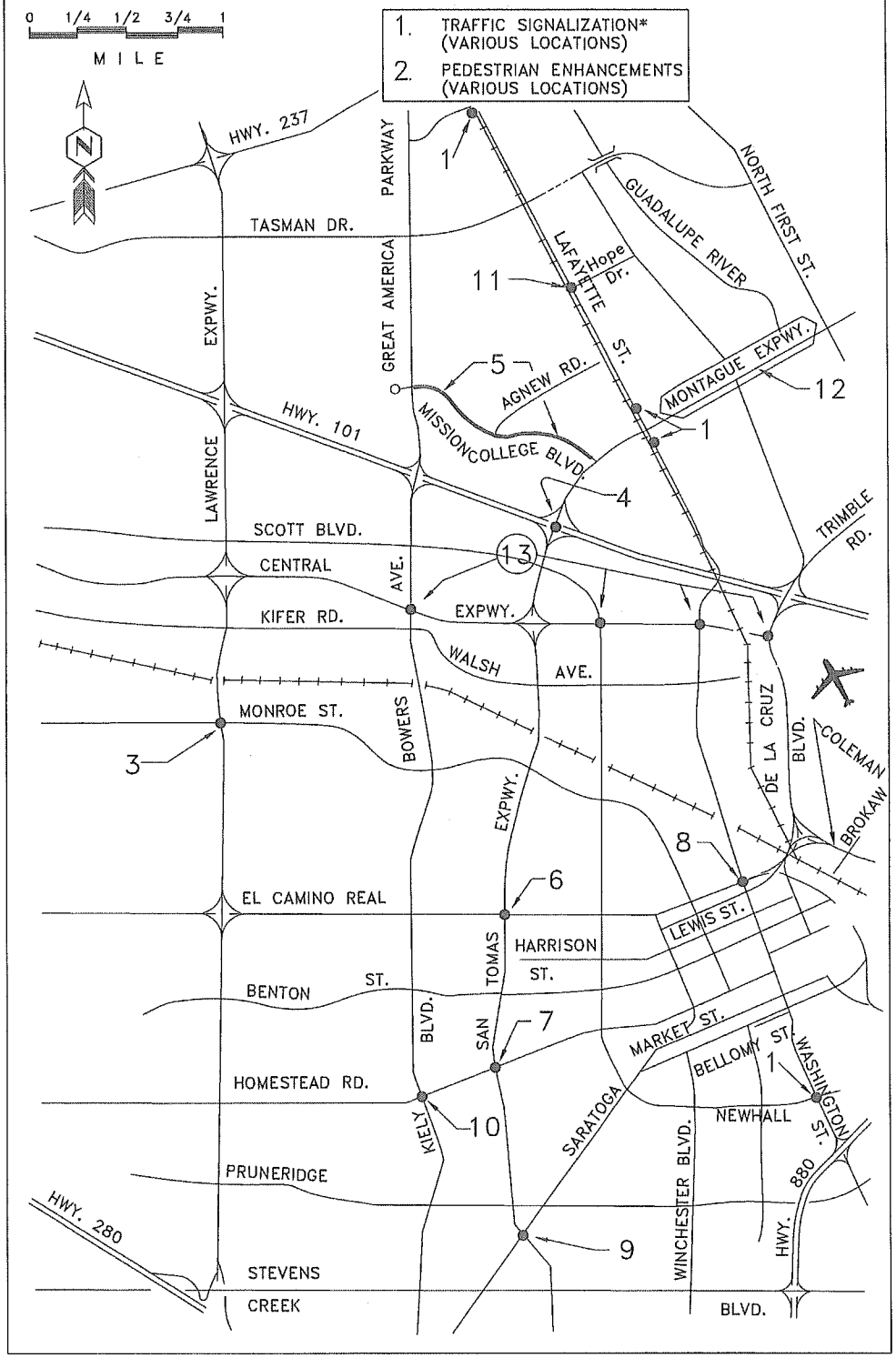
2014-15 ANNUAL REVIEW

PHASE 'A'

CITY OF SANTA CLARA, CALIFORNIA

TRAFFIC MITIGATION PROGRAM PHASE B PROJECTS

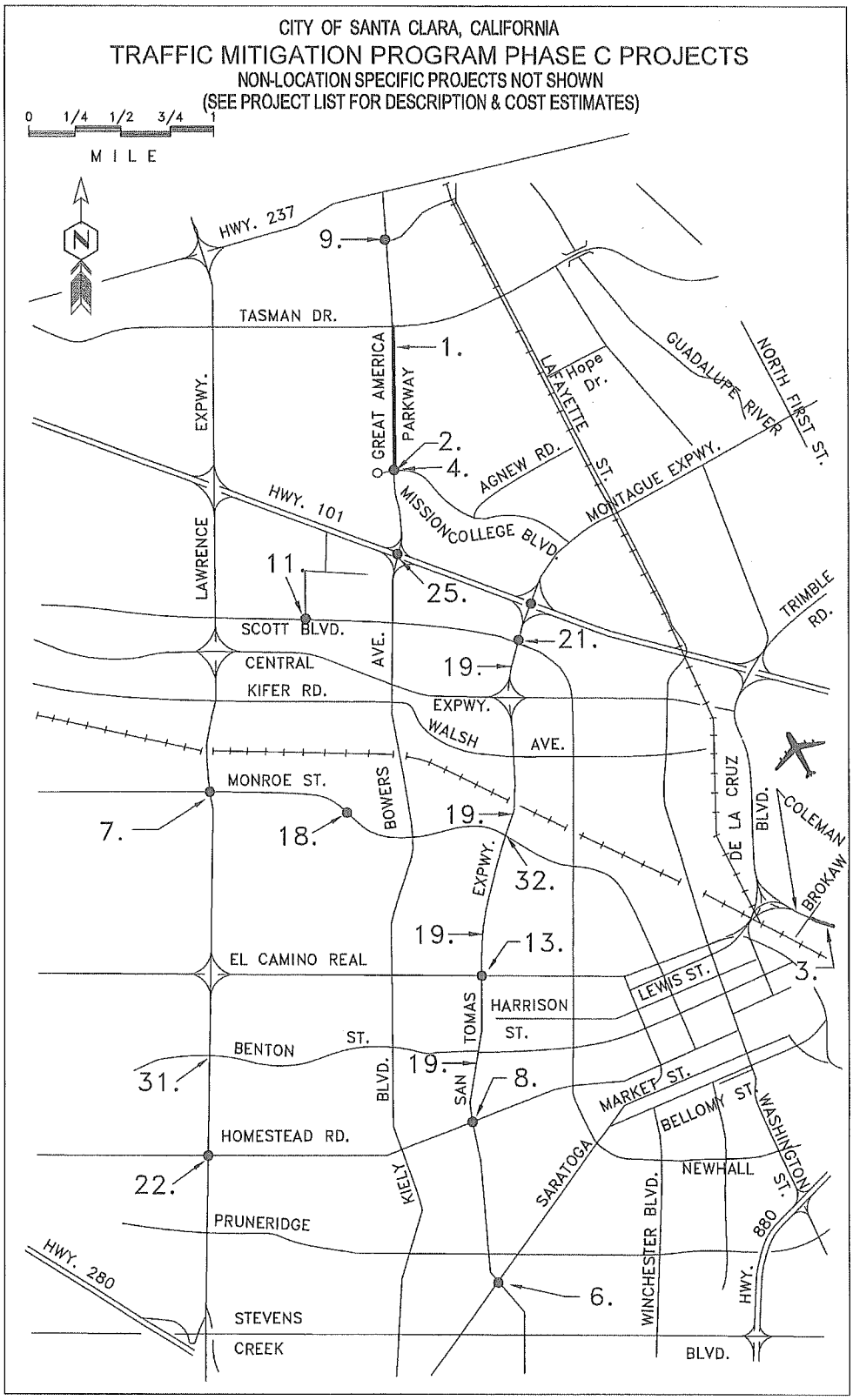
(SEE PROJECT LIST FOR DESCRIPTION & COST ESTIMATES)



PHASE 'B'

2014-2015 ANNUAL REVIEW

*INCLUDES TRAFFIC SIGNAL STUDIES AND TRANSPORTATION SYSTEM ENHANCEMENTS THROUGHOUT CITY



PHASE 'C' 2014-15 ANNUAL REVIEW

*INCLUDES TRAFFIC SIGNAL STUDIES AND TRANSPORTATION SYSTEM ENHANCEMENTS THROUGHOUT CITY

PROOF OF PUBLICATION

Santa Clara Weekly

P.O. Box 580, Santa Clara, California 95052

IN THE
City of Santa Clara,
State of California,
County of Santa Clara

CITY OF SANTA CLARA NOTICE OF PUBLIC HEARING ON RESOLUTION APPROVING REPORT ON THE TRAFFIC MITIGATION PROGRAM AND TRAFFIC IMPACT FEES

State of California,
County of Santa Clara } SS.

The undersigned, being first duly sworn, deposes and says: That at all times hereinafter mentioned affiant was and still is a citizen of the United States, over the age of eighteen years, and not a party to nor interested in the above entitled proceeding; and was at and during all said times and still is publisher of the Santa Clara Weekly, a newspaper of general circulation printed and published weekly in the County of Santa Clara, State of California, and said Santa Clara Weekly is and was at all times hereinmentioned a newspaper of general circulation as that term is defined by sections 6000 and following, of the government code of the State of California, and, as provided by said sections, is published for the dissemination of local or telegraphic news and intelligence of a general character, having a bonafide subscription list of paying subscribers, and is not devoted to the interest or published for the entertainment or instruction of a particular class, profession, trade, calling, race or denomination, or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations; that at all times said newspaper has been established, printed and published in the said County of Santa Clara and State of California at regular intervals for more than one year proceeding the first publication of the notice herein mentioned; that said notice was set in type not smaller than non-parell, describing and expessing in general terms the purport and character of the notice intended to be given; that the clipping of which the annexed is a true printed copy, was published and printed in said newspaper on the following dates to wit:

Pub: 7/2, 7/9/2014

Dated at Santa Clara, California

This 9TH day of JULY, 2014

I declared under penalty of perjury that the foregoing is true and correct.

Signed: _____
(Assoc.) Publisher of the Santa Clara Weekly

The Santa Clara Weekly was adjudicated a newspaper of general circulation in and for the County of Santa Clara on September 3, 1974 (Case No. 314617). The Santa Clara Weekly was adjudicated a newspaper of general circulation within the City of Santa Clara on April 2, 1976 (Case No. 347776).

NOTICE OF PUBLIC HEARING ON RESOLUTION APPROVING REPORT ON THE TRAFFIC MITIGATION PROGRAM AND TRAFFIC IMPACT FEES

NOTICE IS HEREBY GIVEN that the City of Santa Clara has fixed July 15, 2014, at 7:00 p.m., or as soon as the matter may be heard, in the City Hall Council Chambers, 1500 Warburton Avenue, Santa Clara, California, as the date, time and place of the Public Hearing on the resolution to adopt the ANNUAL REPORT ON THE CITY TRAFFIC MITIGATION PROGRAM and TRAFFIC MITIGATION IMPACT FEES FOR PHASE A, PHASE B, and PHASE C for fiscal year 2014-15.

Traffic Mitigation Fee: The proposed Traffic Mitigation fee is intended to recover costs related to construction of traffic mitigation projects required to maintain City standard levels of service and to comply with the County Congestion Management Program. Phase C will provide for continued collection of Traffic Impact Fees pursuant to Section 17.15.330 of the Code of the City of Santa Clara. The fees will not increase for fiscal year 2014-15, staying at the current rate of: Office/R&D - $1.00/SF; Industrial - $0.67/SF; Hotel/Motel - $400.00/Room; and Warehouse/Utilities/Communications - $0.20/SF.

The text of the Resolution and Traffic Mitigation Program Report are available for viewing and/or copying in the Office of the City Clerk, City Hall, 1500 Warburton Avenue, Santa Clara, California 95050.

Americans with Disabilities Act (ADA)
The public hearing location is accessible by wheelchair and public transportation. People with impaired speech or hearing may call (408) 615-2490 through 711 the nationwide Telecommunications Relay Service. The California Relay Service can also be reached in Spanish for both TDD and voice at 1-800-955-3000. Sign language interpretation, translation into languages other than English, and interpretation for persons with visual impairments are available. If you need sign or other interpretation, please call (408) 615-2490 at least one week in advance of the hearing. Reasonable modifications in policies, procedures and/or practices will be made as necessary to ensure access for all individuals with a disability or with limited English proficiency. For more information, contact City's ADA office at 408-615-3000.
Rod Diridon, Jr., City Clerk
Pub.: 7/2, 7/9/2014

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12A

Date: July 15, 2014

To: City Manager for Council Action

From: Sheila Tucker, Assistant City Manager

Subject: Approval of an Agreement for Professional Services with Red Peak Group, in an Amount not to Exceed $95,000, for Branding and Marketing Services

EXECUTIVE SUMMARY:

As part of the City Council's September 2013 strategic planning process, the Council adopted a six month objective for staff to create a process for developing a city brand that states who we are. In addition, the City Council established a new Marketing Committee chaired by Council Member Davis to review current city marketing efforts, develop recommendations for a new logo, tagline, and marketing strategy, and create partnerships to support marketing goals. The Committee began meeting in February of 2014 along with a number of community stakeholders that promote Santa Clara as a destination including the City's Chamber of Commerce, Convention & Visitors Bureau, Santa Clara University, Mission College, California's Great America, San Francisco 49ers, Santa Clara Unified School District, Triton Museum and two of the city's hoteliers, Hilton Santa Clara and the Plaza Suites Santa Clara.

The City has also partnered with a team of Harvard Business School (HBS) Alumni, on a pro-bono Community Partners Project. The HBS project team, comprised of marketing and advertising industry specialist, assisted the City with the initial stages of branding research on Santa's Clara unique assets as a place to live, work, and play. Attachment A provides a high level plan and schedule for developing the city brand. Attachment B provides the HBS's final report including the findings and recommendations.

As part of the development and implementation plan, the City is seeking professional services from one or more branding or marketing firms to assist the City in developing a new brand and provide a broad range of ongoing advertising and public relations services. In May 2014, the City released a request for proposals for two phases of work. Phase I involves assisting the City in developing the new brand. Phase II provides on-going marketing and public relations support to execute the brand. Firms were invited to bid on either phase of work, or both. Seven firms submitted responsive proposals. All but one firm, Paper Sky Design, submitted proposals for both phases of work.

1. Articulate Solutions Inc.
2. Barnestorming
3. Dystrick Design
4. GlobalFluency
5. McNutt & Company Inc.
6. Paper Sky Design
7. Red Peak Group

An evaluation panel comprised of staff from the City Manager's Office, Electric utility, Parks and Recreation and two external panel members evaluated each firm's submittal in response to the RFP relative to the following criteria:

1. Understanding of scope of services for project and quality of proposed services.
2. Qualifications and experience of proposed project manager and key staff.
3. Similar experience and expertise in the type of work required.
4. The proposed fee schedule relative to the services to be provided and other respondents.
5. Innovative or creative approaches to work.

The following forms were selected for oral interviews:

1. GlobalFluency
2. Red Peak Group

Upon the panel's evaluation of the proposals and oral interviews, Red Peak Group was selected as the recommended firm to provide the Phase 1 scope of services and develop the City's new brand. Red Peak's expertise is building creative and strategic brands from brand positioning to design systems to ongoing creative and design support. With offices located in California, New York, London, Rio and Taipei, Red Peak has a proven track record with clients including Intel, McAfee, American Express, Acer, United States Polo Association, SoFi, Hard Rock, McDonald's, and Sony Ericsson.

Red Peak's scope of work and key deliverables include: finalizing HBS research findings; developing a brand strategy including brand positioning, brand essence and target audience profiles; developing tagline(s) and messaging guidelines; developing visual collateral and communication templates e.g., PowerPoint, office stationery, business cards, utility inserts, newsletter, etc. The detailed scope of service and milestone schedule is provided in Attachments A and F of the agreement. The exploratory review of new brand identity routes will be vetted through the Marketing Committee with final recommendations to be brought forward for Council consideration in November 2014. Drawing from the list responsive proposers, staff will also return in November to the Council with recommendations for award of contract for Phase II.

It is important to note that a new brand is not intended to replace the Mission City seal/motto. Cities often distinguish between their historic City Seal and their brand. A new brand message is intended to enhance the City's identity and rich heritage as a Mission City and to create greater awareness among the key demographics the City wants to attract in the future.

ECONOMIC/FISCAL IMPACT:

The total cost of the Agreement for Professional Services through December 2014 will not exceed $95,000. Sufficient funds are available in City Manager's Office unassigned reserve-community promotion 001-1042-87710-(I)2131.

RECOMMENDATION:
That Council approve and authorize the City Manager to execute, an agreement for professional services with Red Peak Group, in an amount not to exceed $95,000, for branding and marketing services.

APPROVED:

Sheila A. Tucker
Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

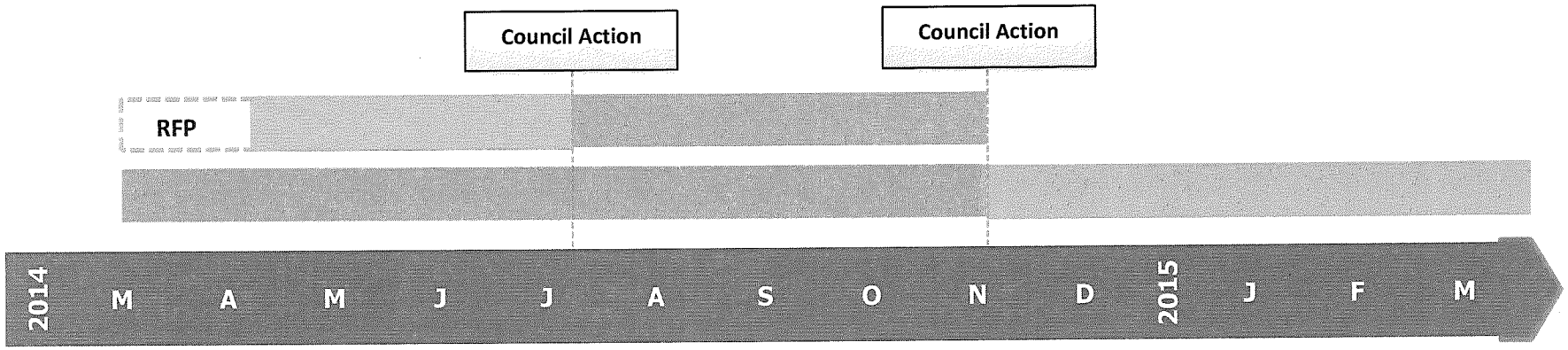
Certified as to Availability of Funds: OK-JCH
001-1042-87710-(I)2131 $ 95,000

Gary Ameling
Director of Finance/
Assistant City Manager

MAJORITY VOTE OF COUNCIL

Documents Related to this Report:
Attachment A. High Level High Level Branding and Marketing Development & Implementation Schedule
Attachment B. Harvard Business School's Community Partners Brand Research Study Final Report
Attachment C. Agreement

Attachment A. High Level Branding and Marketing Development & Implementation Schedule



Research/ Discovery Phase

- Conduct request for proposals
- Audit of the positioning of other cities
- Interviews with stakeholders
- Community engagement (Public Meetings, Survey & Online)
- Audit of branding trends in other successful cities

Positioning Process

- Identifying core audience(s)
- Articulation of positioning
- Articulation of your brand persona
- Brand Essence: the 1 to 3 words that form the soul of what Santa Clara can be

Logo/Tagline Development

- Translating positioning and brand essence into a logo and tag line to be used everywhere
- Providing the messaging guidelines that all communication should follow (tone, language, character, etc.)

Implementation/ Execution of Brand

- Develop marketing campaign strategy
- Secure resources/funding
- Implementing strategies in plan
- Evaluating whether the strategies are contributing to marketing goals
- Refining your marketing plan

Attachment B

HARVARD | BUSINESS | SCHOOL
COMMUNITY PARTNERS
Harvard Business School Association of Northern CA

City of Santa Clara Brand Research

Executive Summary

The Harvard Business School Community Partners (HBSCP) is pleased to share the results of its brand research for the City of Santa Clara. Over the past 27 years, HBSCP has conducted over 400 pro-bono consulting projects in Northern California and is the longest running HBSCP program in the country. The team of HBS alums interviewed residents, employers, and other key stakeholders in and outside the City and conducted other market research to help begin the process of determining an overall brand message for the City. The team was also tasked to identify branding options from that research. The results will help inform the work of the City's outside brand/marketing agency to develop the final brand and help reduce the costs of the engagement. The full report is included as Attachment A.

The City is undergoing a great deal of change as a result of the new Levi's stadium to host the 49ers, and the significant development growth underway. Employers and developers could invest millions more to take advantage of the City's unique assets and this major new attraction of visitors, while the City wants to market itself appropriately as an attractive and dynamic place to live, work, and play. A challenge the City faces is that its current motto, the Mission City, doesn't communicate a compelling reason to locate in Santa Clara. It is important to note that a new brand does not have to replace a city's seal/motto. Cities often distinguish between their historic City Seal and their brand.

The intention of a new brand message for Santa Clara would be to supplement the City's identity and rich heritage as a Mission City and create greater awareness among the key demographics the City wants to attract in the future. A strong brand will also communicate the value proposition of the City, be the unifying, behind-the-scenes seed from which slogans, mottos, and logos will sprout, and guide the City's marketing and development activities. This HBSCP brand research effort will lay the foundation for developing that brand and planning Santa Clara's future marketing activities.

The HBSCP team's information gathering included 30 interviews by phone or in person with city council members and staff, stakeholders, key business leaders, residents and outsiders; two workshops open to the public; an online survey; and a question inserted in a local resident survey. The HBSCP team focused on gathering information on the top attributes of the City, its position in Silicon Valley, its strong sense of place and history, and its development over the last 30 years as a large tech-employer hub.

Overall the HBSCP team confirmed many assets unique to Santa Clara and identified several ways to better position the city. Presently many residents have located to Santa Clara because of ease of commute, value-priced housing, and location close to large employers. Residents commented on world-class entertainment venues, being close to work, a friendly and safe community, and good education resources. The meta-message from residents is that they want a city with a strong community and diverse retail experiences. Anticipating the large amounts of new visitors, developers in and around Santa Clara see this as an excellent opportunity—echoing the residents—to build mixed-use facilities. Many business and developers consistently said the city is a shining example of a true partner and is business friendly.

The business respondents to the team's questions generally agree the City has a great central location, low utility rates, and a highly skilled and accessible city staff that gets things done. Businesses want to locate to Santa Clara because of its good multimodal transportation network — road, rail, air — and the strong high technology cluster of companies located there. Santa Clara's geography is not only favorable but a critical component of its success.

But according to all the different respondents, Santa Clara also has some significant gaps to address. To keep workers engaged and to get visitors to want to experience the city, Santa Clara needs to become more walkable. Respondents noted the need for more and better specialty retail and higher-end

restaurants as well as low- and mid-cost housing. In addition, respondents noted that as one of many cities in Silicon Valley – the world's hyper-competitive epicenter for technology and innovation – Santa Clara is not very distinguishable from the others and generally eclipsed by Palo Alto, San Francisco, and San Jose.

The three key groups the City must reach with its messaging, under a common unifying theme or brand are businesses, residents and visitors. Each group has separate needs but a key theme for all of them is attracting more people to work, shop, dine and experience Santa Clara. Two subgroups to focus on with specialized marketing would appear to be small companies, especially technology start-ups, and high-quality restaurants and specialty retail. Ideally, creating walkable areas for the younger demographic would attract new retail businesses and start-up companies and create the community feel then to convince younger tech employees to relocate to the City.

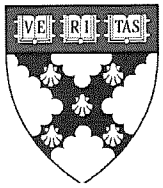
From the analysis of information-gathering results, the HBSCP team conducted a process to identify possible brands for the city and came up with four. They were:

- **Hub or Nexus of Silicon Valley.** Location and transportation assets are powerful 21st century investment drivers; hub concept can be applied/used by almost every stakeholder: data/IT and utility hub, the entertainment hub, the meeting hub, sports hub, education hub, etc.; the idea is compelling, enduring, and would be very hard and expensive to copy.
- **Playground of Silicon Valley.** Fun, excitement, cool and futuristic; The Mission, Levi's Stadium, Great America and sports facilities all relate to play; world-class infrastructure and talent pool; safe and easily accessible.
- **Valued Partner of Silicon Valley.** High value created for all stakeholders when the City serves the greater ambitions of Silicon Valley; world class entertainment venues; low-cost power attracts high-tech businesses to create innovation cluster; multi-modal transportation assets that improve Silicon Valley movements.
- **Bigger Slice of of Silicon Valley.** Relatively affordable housing and office space; less "scarcity feeling" - easier commutes, 40 parks, ample parking; cluster of tech leaders attracts talent and more high tech (virtuous circle); city's solutions-oriented mindset lowers developer investment risk.

In conclusion, the HBSCP team found Santa Clara has strong assets to leverage in distinguishing itself in Silicon Valley and for creating a dynamic urban environment of active, engaged residents, growing, popular businesses, and many new and repeat visitors. The HBSCP project team used the survey results to identify ideas of possible brands for the city, and while the team likes its ideas, it believes other individuals or groups might come up with even better ideas for the brand if given the opportunity. For example, during the public meeting of the Marketing Committee, the idea of a brand theme around the word "pioneers" was suggested that could capture the historical legacy of the City and the entrepreneurial spirit of Silicon Valley today. The idea of a "cornerstone" that could capture Santa Clara's role in Silicon Valley was also suggested. The next steps for the City will be to handoff this project's results to the outside brand/marketing agency it hires, drive that agency to final brand development, and then begin implementation of the brand in City strategy, development, and marketing activities.

City of Santa Clara Brand Research Study

Final Report



HARVARD | BUSINESS | SCHOOL

COMMUNITY PARTNERS

Harvard Business School Association of Northern CA

July 2014

Contents

Introduction

Market Research Results

Key Conclusions

Possible Brands

Appendix: Brand Options Details

Harvard Business School Community Partners

- Over the past 27 years, Community Partners has conducted over 400 pro bono consulting projects in Northern California
- We are the longest running Community Partners program in the country
- In 2008, Community Partners received the Ethos Award from the President's Council on Service and Civic Participation

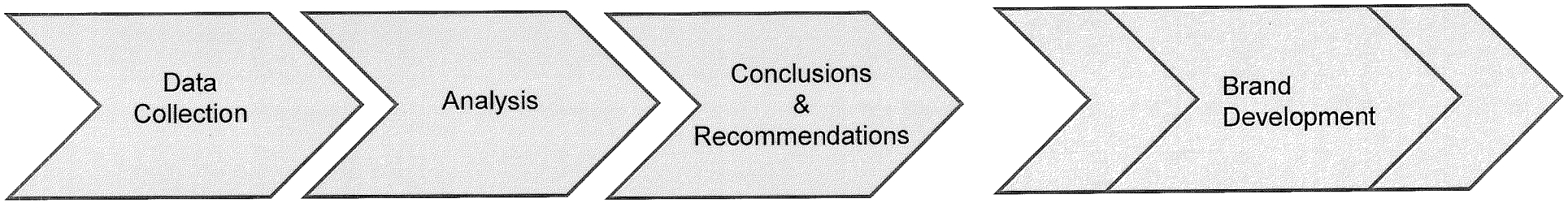
HBS CP Santa Clara Team

- **Jason Bunge**—HBS 2002; marketing executive; Sr. Director, Skype (joined Trulia during project).
- **Koushik Dhar**—HBS GMP 14; IT engineering; Sr. Engineering Manager, Cisco.
- **Chris Greene**—HBS 1984; retired; was CEO, Greene Engineers, a design engineering firm of high technology facilities.
- **Susanne Losch**—HBS 1994; startups and Silicon Valley companies; currently Founder/CEO, Nowmap.
- **Lev Mass**—MBA Columbia; currently, Entrepreneur-in-Residence at XSeed Capital; was a senior manager at Yahoo.
- **Bill Ralston**—HBS 1977; management consulting; Co-founder/Sr. Partner, Strategic Business Insights, a spin-off of SRI International.
- **Rana Singh**—MBA Kellogg School (Northwestern); marketing executive; Sr. Director, Marketing, Vormetric.
- **Juan Carlos Velten**—HBS 1998; HBS CP Steering Committee; marketing and brand speciality; Co-founder, Couperate, and Partner, Gravity Branding.

The results of this project will feed into the City's branding initiative and marketing campaign

HBS Community Partners Project

Agency



- Interviews
- Online survey
- Telephone survey
- Public meetings

- Assess effectiveness of current motto
- Group key attributes and strengths
- Group key words

- Current Motto
- Attributes to leverage
- Potential audience appeal
- Brand illustrations

Research activities performed by HBS CP team:

1. Stakeholder Interviews: 30 conducted
   - City of Santa Clara (8): Mayor, City Council Members, City Manager
   - Residents (4): In addition, some business interviewees were residents
   - Businesses (13): 49ers, Related, Hilton, Great America, NVIDIA, Triton Museum, Kaiser, Mission College, NBC, Pizza Party, Santa Clara Performing Arts Foundation, Santa Clara University, Santa Clara Convention and Visitors Bureau
   - Outsiders (5): Silicon Valley Leadership Group, Catapult Strategies, Colliers International, two young people

2. Public Workshops: April 1 at Central Park Library; April 2 at Soccer Park

3. Online Questionnaire

4. Resident Survey

5. Competitive Research on other regional cities' branding and mottos

Introduction

The 30 stakeholder interviews focused on better understanding Santa Clara's specific attributes and strengths, as well as the effectiveness of it's current motto.

Primary questions asked:

- What **key words** come to mind when describing the City of Santa Clara?
- **What attracted you** to the City of Santa Clara?
- What are the **top 5 attributes** of the City of Santa Clara?
- What **differentiates the City** of Santa Clara from other cities in the region?
- What should the City of Santa Clara emphasize in the future to become **more attractive as a place for businesses**?
- What should the City of Santa Clara emphasize in the future to become **more attractive as a place for residents**?
- Do you know the City's current motto? **Rate the current motto** on a scale of 1 to 10. What would you consider a good motto for the City?

Market Research Results

Market Research Results

The key words for Santa Clara revolve around:

* **<u>Physical attributes</u> - such as location, center, and weather**
* **<u>Amenities</u> - such as stadium, technology, education, and power**

Santa Clara Word Cloud

Word cloud software produced this figure based on stakeholder responses to the key-word question and the public meeting results. Word cloud software produces “word clouds” from text the user provides. The clouds give greater prominence to words that appear more frequently in the source text. The user can tweak a cloud with different fonts, layouts, and color schemes.

Market Research Results

Residents choose Santa Clara because it's close to work, offers a lower cost of living, and provides convenient transportation access.

1. Close to work
2. Lower cost than other nearby cities (total cost to own or rent, including utilities)
3. Convenient transportation access
4. Family nearby
5. Religious or cultural affinity
6. Clean and safe
7. Grew up or went to school in Santa Clara

Market Research Results

Results from the Open City Hall Survey demonstrate that residents value the city's parks, low utilities and sense of community.

What in your opinion are the five (5) most positive attributes of Santa Clara as a place to live? Please use just one or two words to describe each attribute.

Answered : 15

Skipped : 0

Public utilities Good up its s community Libraries great small art wine etc electric utility lowest rates Santa Clara weather Natural access parks Events Services Fire Power reliable Location very School District clean Library state historical Easy Area Relatively Most affordable University Silicon Valley best response values history So Police times free

Show Answers

What in your opinion are the five (5) most positive attributes of Santa Clara as a place to work? Please use just one or two words to describe each attribute.

Answered : 11

Skipped : 4

Business friendly Hall easy work including new good great public very businesses convenient think proximity affordable housing access location valley opportunity town community all people residents

Show Answers

Market Research Results

When ranking the Santa Clara's Top Attributes, stakeholders focus on its central location, quality of life and ease of doing business.

1. Central location
2. Low utility rates
3. Highly skilled, accessible and supportive city staff
4. Good transportation – road, rail, airport
5. Strong high-technology base of companies
6. Friendly and safe community
7. Education resources – schools, community college, university
8. Diverse population
9. No downtown and lacks some services, especially restaurants
10. Good parks and community services

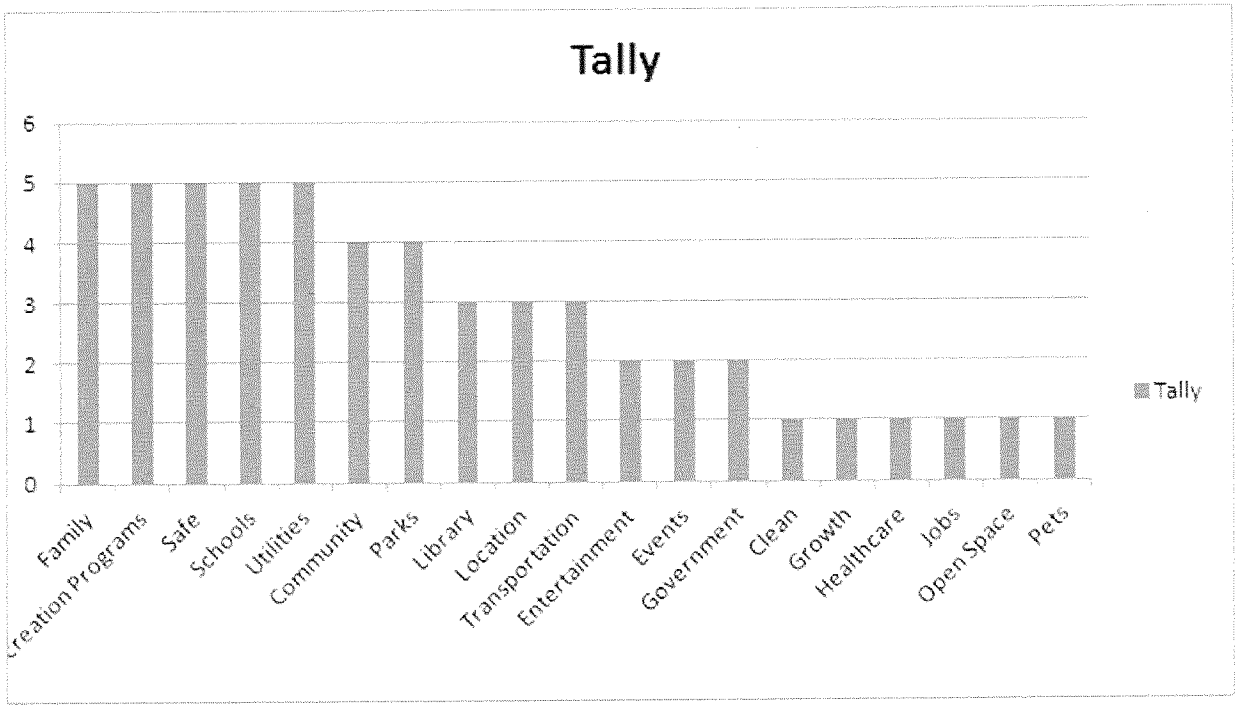
Market Research Results

When asked what differentiates Santa Clara from other Silicon Valley cities, stakeholders ranked low-utilities at the top, followed by "small town feel" and other amenities.

1. City-owned, low-cost utility (9)
2. Santa Clara University, Mission College, Great America (6)
3. Centrally located (5)
4. Small town feel (5)
5. Football stadium (3)

Market Research Results

When asked "what to emphasize to attract residents," stakeholders focused on the city's abundant community amenities that appeal to families such as recreation programs, safety and schools.



Market Research Results

When asked "what to emphasize to attract businesses," stakeholders focused on opportunities, such as improving transportation and expanding retail venues, especially restaurants. The desire for mixed use living was a theme we heard again and again.

1. Invest further in transportation infrastructure and services
2. Maintain low-cost utilities advantage
3. Attract more and better specialty retail and restaurants
4. Further improve pro-business efforts (e.g., permitting processes)
5. Develop downtown, retail clusters, walkability areas
6. Improve housing availability, especially low and mid-cost

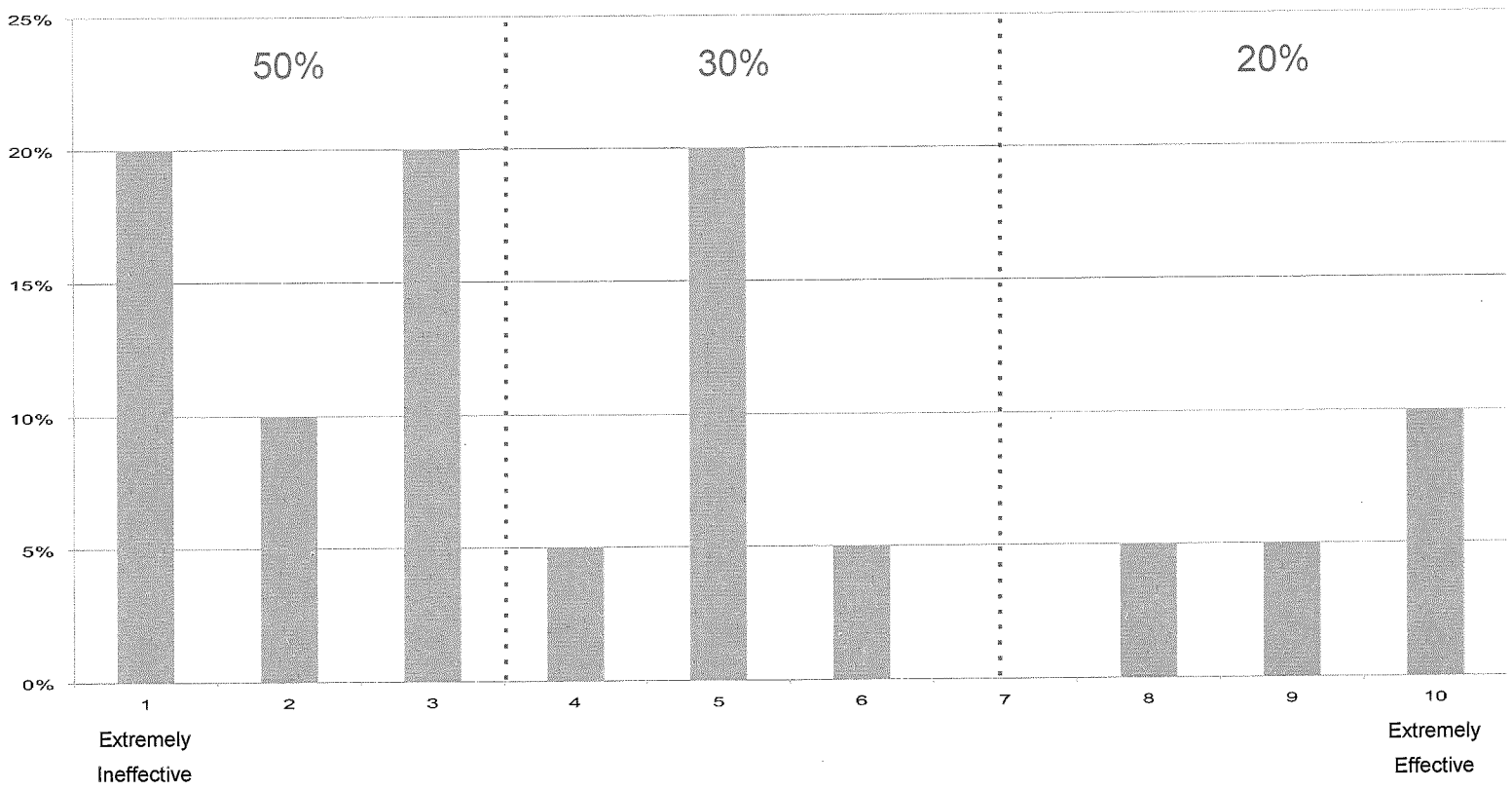
(Note: Numbers 3, 5, 6, and "embrace mixed use" could be clustered together and be the highest item.)

Other insights we heard:

- Santa Clara isn't clearly differentiated from neighboring cities
- Current branding, communication and engagement are ineffective
- Identity Confusion - Who are we? What do we stand for? What is our future?
- Many key attributes are viewed as Silicon Valley regional assets: Levi Stadium, Santa Clara University, multimodal transportation system
- There is window of opportunity with Levi Stadium to get significant attention which may pass if not taken advantage of
- There is increased competition from other Bay Area cities

Market Research Results

How effective is "The Mission City" as a brand?



Market Research Results

Cities often have no official motto - or do not use their motto as a tagline - but instead use one or more taglines aimed at target audiences

City	Motto	City	Motto
San Francisco	Oro en Paz, Fierro en Guerra (Gold in Peace, Iron in War) Not used in marketing.	Palo Alto	No prominent motto or tagline on website. There is a simplified seal of the city without motto attached.
San Jose	The Capital of Silicon Valley	Mountain View	No prominent logo or tagline on website.
Los Altos	No motto really. The tag line used comes from its mission statement: A great place to live and raise a family.	Cupertino	No prominent logo or tagline on website.
Menlo Park	No motto. But a statement on home page: "Menlo Park, a Tree City USA community, is a quiet yet vibrant city . . . "	Milpitas	Website header contains both the city seal and a separate contemporary logo with "Silicon Valley ... life @ your pace"
Fremont	No motto but several taglines: “Silicon Valley’s Newest Innovation Hub”,”Silicon Valley East”, “Think Fremont. Think Silicon Valley”	Campbell	The Orchard City

Market Research Results

Chambers of Commerce and Business Community Groups

Entity	Motto	Entity	Motto
San Francisco Chamber of Commerce	Our City. Your Business.	Mountain View Visitors Center	I love MV (heart symbol)
San Francisco Chamber of Commerce	Where smart business starts.	Mountain View Chamber of Commerce	Connecting the Business Community Since 1922
Santa Clara Convention & Visitors Bureau	Silicon Valley Central	Cupertino Chamber of Commerce	Your Partner in Silicon Valley
Santa Clara Chamber of Commerce	Silicon Valley Central	Milpitas Chamber of Commerce	The Gateway to Silicon Valley
San Jose Silicon Valley Chamber of Commerce	The Region's Voice of Business Since 1886	Campbell Chamber of Commerce	Your Business Voice in Campbell

Key Conclusions

Key Conclusions

A new brand does not have to replace a city's seal/motto

- Cities often distinguish between their historic City Seal and their brand
- Adopting an effective brand does not require changing the Seal
- "The Mission City" doesn't communicate a compelling reason to locate in Santa Clara
- A new brand can supplement the City's identity and rich heritage as a Mission City
- A new brand that communicates Santa Clara's unique position within Silicon Valley can attract new high-tech businesses, start-ups, residents, visitors, and quality retail, entertainment and restaurant developments

Based on the market research, the major attributes to highlight or emphasize in the future:

- Central location
- Low utility rates
- Highly skilled and accessible city staff that gets things done
- Good multimodal transportation network – road, rail, air
- Strong high-technology base of companies
- World-class entertainment venues
- Friendly and safe community
- Education resources – schools, community college, university
- Diverse population

Major gaps or needs to be addressed:

- Low walkability - need areas to walk, shop, and eat
- Inadequate retail - need more and better specialty retail and restaurants
- Low housing availability - need more low and mid-cost housing
- Little awareness - need to promote Santa Clara with a compelling identity

Key Target Audiences for Future Marketing:

- Business
  - Large, growing companies
  - Small companies, start-ups
  - Restaurants and retail businesses
- Residents
  - Singles
  - Families
  - Residential developers
- Visitors
  - Day visitors - local and regional residents
  - Extended stay visitors
  - Meeting and convention visitors, including meeting planners

Possible Brands

Possible Brands

What is a brand?

Communicates a value proposition

Guides decision making and steers activity

Addresses a critical need across market segments

Inspires effective communication to target audiences; and can be tailored to key market segments

"Jumps off the curve" - stands out among competitors; cannot be easily copied by competitors

Creates strong and durable loyalty

Not a motto or a slogan

May exist backstage and not be publicly communicated

Examples:

- **Virgin America**: Rebels
- **Google**: Being a helper in the digital universe

A branding agency transforms a brand into mottos, slogans and other messages that are marketed to specific target audiences

Possible Brands

Four possible brands for Santa Clara to consider

Hub or Nexus of Silicon Valley

•Location & transportation assets are powerful 21st century investment drivers

•Data/IT & Utility Hub, Entertainment Hub, Meeting Hub, Sports Hub, Education Hub

•Compelling, enduring, and can't be copied

Valued Partner of Silicon Valley

•High value created for all stakeholders when City serves the greater ambitions of SV

•World class entertainment venues

•Low-cost power attracts high-tech businesses to create innovation cluster

•Multi-modal transportation assets that improve Silicon Valley movements

Playground of Silicon Valley

•Fun, Excitement, Cool and Futuristic

•The Mission, Levi's Stadium, Great America & Sports Facilities

•World Class Infrastructure and Talent pool

•Safe and Easily Accessible

Bigger Slice of of Silicon Valley

•Relatively affordable housing and office space

•Less "scarcity feeling" - easier commutes, 40 parks, ample parking

•Cluster of tech leaders attracts talent and more high tech (virtuous circle)

•City's solutions-oriented mindset lowers developer investment risk

Assessing Brand Candidates Using A Five Multi-Factor Stress Test

To help judge the potential value or strength of a brand, it's valuable to test the brand on five issues.

To what degree is this brand?

1. True — Clearly accurate and current not aspirational
2. Distinctive — Differentiates from competitors
3. Compelling — Significant value driver for decision makers
4. Flexible — Can be tailored effectively to different audiences
5. Durable — Enduring advantage that cannot be easily copied

Also, if it doesn't do well on all five tests, it probably won't work.

Possible Brands

Relative attractiveness of brand alternatives by segment. This is not meant to "pick a winner," but rather to show that based on our findings, different messages resonate differently with the various segments.

Brand	Residents	Businesses	Visitors	Overall
Hub or Nexus of Silicon Valley	H	H	H	H
Playground of Silicon Valley	M	H	H	M/H
Valued Partner in Silicon Valley	H	H	M	M/H
Bigger Slice of Silicon Valley	H	H	M	M/H

Possible Brands

Assessing the strength of brands

Score each stress test element on a 1-10 scale and total the scores for each brand:

Brand	How True	How Distinctive	How Compelling	How Flexible	How Durable	Overall Score
Hub or Nexus of Silicon Valley	9	7-9	7-9	7-9	7-10	7-9
Playground of Silicon Valley	7-9	3-8	6-7	3-6	3-6	4-8
Valued Partner in Silicon Valley	7-9	3-8	6-9	6-9	4-8	5-8
Bigger Slice of Silicon Valley	6-8	5-8	5-8	7-9	6-9	6-8

Possible Brands

The Marketing Committee suggested two additional possibilities based on the research and discussion.

Pioneers

- Pioneering spirit
- Take the initiative
- New beginnings
- Get things done
- Take risks
- Entrepreneurs

Cornerstone

- A stone that forms the base of a corner of a building
- Synonyms: keystone, linchpin, bedrock, backbone, origin, foundation
- First solid part of something new
- Link to fact that Mission Santa Clara was first European structure (cornerstone) of Valley's development

Appendix

Brand Options - Details

Appendix

Hub or Nexus of Silicon Valley

Why: Santa Clara is the center of the most important economic region in the world. True along many dimensions, this provides Santa Clara a uniquely powerful value proposition to all three major market segments - residents, businesses, and visitors. It translates into easy access, shorter commutes, lower stress, and more time for family and leisure. It brings employers and workers together. These advantages drive economic development decisions, are enduring, and cannot be imitated by neighboring cities.

Santa Clara is the Hub of Silicon Valley

Proof Points to Residents (R), Businesses (B), and Visitors (V):

R,B,V	Geographic Hub	Where the East Bay meets the Peninsula in the South Bay
R,B,V	Transportation Hub	3 hwys, 4 expwys, 13 arterial roads, ECR, CalTrain, Amtrak, Airport, VTA rail & bus, future BART
R,B	Data/IT Hub	City-owned high-speed dark fiber, City-owned WiFi network, Bay Area's location for mega data centers
R,B,V	Innovation Hub	Intel, NVIDIA, Citrix, and many others + innovative, flexible, customer-focused City services
R,B	Utility Hub	City-owned Silicon Valley Power with large capacity, low cost, high reliability, and excellent service
R,B,V	Meeting Hub	Santa Clara Convention Center + quality, brand name hotels with supplemental meeting spaces
R,B,V	Education Hub	Santa Clara University, Mission College, Santa Clara and Cupertino School Districts
R,B	Lifestyle Hub	Historic homes, modern mixed-use, beautiful parks, extensive programs, affordability, clean & safe
R,B,V	Entertainment Hub	Great America, Levi's Stadium, Related Companies, SCU venues, Triton Art Museum, art galleries
R,B,V	Sports Hub	49ers, Levi's Stadium events, International Swim Center, Youth Soccer Park, SCU Sports

Appendix

How "Hub" or "Nexus" can guide individual messages to specific target audiences

(illustrations only - PR agency will generate actual messaging)

"Where Silicon Valley Meets"	Conference/ convention/meeting planners
"The Nexus of Silicon Valley"	IT-intensive companies
"Silicon Valley at Your Doorstep"	Residents and retail investors
"Where Talent Meets Opportunity"	Students, young workers, employers
"Live, Work, Play and Stay"	Young residents
"It All Comes Together in Santa Clara"	General audience
"We Bring Silicon Valley to You"	Retail, hotels, restaurants, and residents
"Save Time in Santa Clara"	Businesses and residents
"Your Choice - Car, Bus, Bike, Train, or Plane"	General audience, with a green focus
"The Center of the World's Technology Center"	International investors and visitors
"The Place to Be in Silicon Valley"	Businesses, residents, and retail investors

Appendix

Santa Clara: The Playground of Silicon Valley

Theme: Fun, Excitement, Cool, Futuristic
Why: Santa Clara has it all for everyone to play. Most profitable constituents are the Visitors and his message is an invitation to them to come for work, networking and entertainment. It is an inviting message for businesses as well: "Play" as in conduct business, Innovate! It is distinctive and well differentiated from all boring regional cities. It is real, true and flexible.

For Visitors
- History: The Mission
- Sports: Home of the 49ers, Levi's Stadium, International Swim Center, Youth Soccer Park, SCU Sports
- Entertainment: Great America, Future events at Levi's Stadium
- Meetings and Networking: Santa Clara Convention Center, World class events, Nice Hotels
- Shopping: Santana Row, New shopping center coming soon
- Museums: Intel, Triton
- Proximity: Easy access from all directions by Rail, Road and Air

- **For Businesses**
- World Class Infrastructure: City-owned high-speed dark fiber, WiFi network and Utilities. Data centers
- Low Costs: Low utility rates (40% lower than PG&E), Lower rents plus abundant parking
- Talent Pool: Highly talented and educated workforce living in close proximity with latest skills, Diverse and Global
- Easy: City government is easy to work with, just like play

- **For Residents**:
- Healthy: Nearly 40 public parks and open spaces to relax and exercise
- Safety: Safe neighborhoods especially for kids
- Lots of Jobs and Education in close proximity

Appendix

Valued Partner in Silicon Valley

Why: To be a healthy, vibrant city in the middle of Silicon Valley, Santa Clara must continually evolve as a modern city to meet the changing needs of its residents, businesses located in the city, and **its Silicon Valley neighbors**. The best way for the City to create value for all its stakeholders is to serve the broader ambitions and needs of Silicon Valley, taking the lead in some areas, while being an integral part in others.

▪**Proof points of message to residents:**
▪The quality of life for SC residents rises when all of Silicon Valley does better
▪The stadium/49ers is important to all of Silicon Valley. Santa Clara was uniquely suited to making it happen.
▪The mission is a symbol of California's pioneering spirit that many in the valley identify with
▪Santa Clara University is a world-class institution serving the needs of Silicon Valley and the world
▪Home to many high-tech employers

▪**Proof points of message to businesses:**
▪SC has enabled the regional concentration of data centers that helps Silicon Valley maintain its position as the center of innovation in the world through low-cost power
▪SC provides a unique transportation infrastructure to make it easier to get around Silicon Valley .
▪The City is supportive of SC University's expansion/efforts to revitalize itself and connect to the Silicon Valley economy

▪**Proof points of message to visitors:**
▪Stadium/49ers relocation
▪Unique Great America entertainment venue
▪Convention center
▪Availability of all modes of transportation
▪Digital infrastructure in city

Appendix

Where you get a bigger slice of Silicon Valley

Why: Life is difficult in Silicon Valley due to fierce competition and scarce resources. Whether you're an individual or a company, It seems like every year you have to work harder and get less in return. "Bigger slice" also conveys the notion that the City treats all stakeholders fairly and with dignity

Proof Points to Residents:
- Relatively affordable housing despite regional price bidding wars
- Schools on par with those of neighboring cities where housing is more expensive; free wifi
- Safe neighborhoods, "small town feel," and great weather
- Shorter commutes due to central location and abundant public transportation
- Nearly 40 public parks and open spaces to relax and exercise
- Increased availability of mixed-use real estate as dated capacity is repurposed for "higher use" by developers attracted by City's solutions-oriented mindset and low-red-tape approach

Proof Points to Businesses:
- Locating near other leading edge tech companies creates "cooperation" and cross-pollination, leading to higher value creation for all
- Talented and educated workforce living in close proximity
- Low utility rates (40% lower than PG&E), plus rich dark fiber plant, offer businesses "power, bandwidth and reliability"
- Lower rents plus abundant parking, unlike "hip" Palo Alto and San Francisco
- City's solutions-oriented mindset and low-red-tape approach to redevelopment lowers investment risk

Proof Points to Visitors
- Home to 5-time Super Bowl Champions, the Forty Niners, and cutting-edge entertainment venue, Levi's Stadium
- Enjoy a day of family fun at Great America without leaving the Bay Area
- The City also has a Convention Center, world class soccer and swim centers, and several colleges/universities

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND RED PEAK GROUP, LLC

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this ____ day of, _____, 2014 ("Effective Date") by and between the City and Red Peak Group, LLC, a Delaware Limited Liability Company with its principal place of business located at 23975 Park Sorrento Suite 410, Calabasas, CA 91302 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

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

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

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

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2014.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. RESPONSIBILITY OF CONTRACTOR.

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

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor form 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 at the rate 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 and allowed Reimbursables (as defined in Exhibit B), 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 thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

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

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

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

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.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase 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: Sheila Tucker, Assistant City Manager
City Manager's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 615-2218

And to Contractor addressed as follows:

Name: Red Peak Group, LLC
Attention: Stacy L. Collins, CFO
Address: 23975 Park Sorrento Suite 410
Calabasas, CA 91302
or by facsimile at (818) 230-0404

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

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. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

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. 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.

34. 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. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

RED PEAK GROUP, LLC
a Delaware Limited Liability Company

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Stacy L. Collins

Title: Chief Financial Officer

Local Address: 23975 Park Sorrento, Suite 410
Calabasas, CA 91302

Email Address: scollins@redpeakgroup.com

Telephone: (818) 223-2660

Fax: (818) 230-0404

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 10, 2014 before me, Varouj Asdourian, Notary Public
(Here insert name and title of the officer)

personally appeared Stacy L. Collins,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VAROUJ ASDOURIAN
Commission # 2036138
Notary Public - California
Los Angeles County
My Comm. Expires Sep 5, 2017

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement of Performance
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 7/10/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RED PEAK GROUP, LLC

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are described below:

Project Overview
As the 15th most livable city in the United States and with a rich heritage as "The Mission City," the City of Santa Clara is well positioned to build on its growth and expansion over the last twenty years. With the formation of the City's Council Marketing Committee earlier this year, there is widespread consensus that Santa Clara must evolve the look and feel of its brand to reflect the unique caliber of the City's offerings to key audience segments.

Moreover, the opening of the new Levi's stadium and the City's role as the host of the 2016 Super Bowl only underpins the need to present a consistent and cohesive expression of the new Santa Clara brand. In partnership with the City's team, key stakeholders and strategic partners, Red Peak will develop a compelling brand strategy for Santa Clara that will serve to support the City as it looks to develop a long-term revenue strategy. In tandem, Red Peak will create a new brand identity for the City that further enhances its reputation as a wonderful place to live, work and play.

Scope of Service
1. Finalize Research Findings - Having had the opportunity to review the supplemental research findings in the "Brand Study," it's evident that Harvard Business School (HBS) has already uncovered key insights that provide a broader understanding of Santa Clara's unique and ownable assets as a place to live work and play.

As such, the scope of our services during this phase (which lasts about two weeks) is as follows:

- Define the core team of stakeholders for the project in partnership with the Council Marketing Committee
- Analyze any additional background and research materials available, e.g. strategic and brand documents, materials relating to Santa Clara's built heritage, co-branded materials, etc.

This phase will culminate in an in-person presentation of our findings and recommendations to the Council Marketing Committee

2. Brand Strategy - All organizations need to carve out a specific position in the minds of their target audience. Great brands position themselves in a way that is memorable, distinctive and

highly engaging. Santa Clara's new positioning will inform everything from the City's value proposition to its brand personality.

Upon learning that Red Peak was shortlisted for this project, Red Peak conducted a deep dive into the HBS brand study. In addition, Red Peak developed a point of view on the competitive landscape, and using Simmons Market Research, Red Peak has further dimensionalized the City's target audiences. Based upon the City's team's feedback on the strategic work presented in the Oral Interviews, Red Peak will:

- Identify the new tagline for the City of Santa Clara
- Finalize the Brand Platform for Santa Clara to include:
  - Brand Positioning
  - Brand Essence
  - Target Audience Profiles

The Brand Strategy phase culminates in a creative brief, which will provide direction for all creative development and execution.

3. Brand Identity & Design Development - Following approval of the brief, Red Peak will develop a new brand identity system for the City of Santa Clara by:

- Conducting a broad exploratory of new brand identity routes for the City of Santa Clara.
- Presenting 4-6 options at a working session with the Council Marketing Committee and any other relevant stakeholders. This working session will provide a platform to discuss each direction in depth and provide fee back to Red Peak's creative team. Each concept will include recommendations for color palette, typography, photographic/ illustration style and graphic elements and will illustrate how the system comes to life across sample touch points which could include: Homepage, Business Card, Promotional Materials, Brochures, Co-branding opportunities, etc.
- Working with City to leverage online collaboration or other assessment tools to provide community input on creative concepts.
- Based upon the City's feedback, Red Peak will make refinements to one direction and create final brand assets for implementation of the new identity
- Final-produced deliverables for the Brand Identity include:
  - Logo source files for digital and print use, multiple versions (e.g., B&W, knockout, flattened, etc.)
  - Graphic elements source files
  - Simple illustration or iconography, as called for by approved system (extensive iconography system is not a deliverable and not included in the Services)

4. Brand Guidelines & Internal Rollout - Red Peak will develop Brand Guidelines to ensure that a consistent and coherent expression of the new identity for the City of Santa Clara can be applied by anyone. This will include:

- Strategic Guidance
  - Explanation of brand positioning

- Tone of voice, brand personality, brand essence

- Creative Guidance
  - Brand elements, usage direction, dos and don'ts
  - Visual Collateral: For promotional materials including brochures and thought leadership
  - Digital: High-level guidance for messaging on the City of Santa's Clara's website, email marketing and social media
  - Communication examples, e.g. PowerPoint, stationery, office signage, etc.
    - Specific creative execution and communication examples to be provided in guidelines, along with rules for proper implementation:Co-branded communications examples
    - Website skin (Design example only—PSDs not included)
    - Brochure examples
    - Interior and exterior signage examples
    - Advertising examples
    - Uniform examples
    - Vehicle placard examples

5. Template Creation – Red Peak will design and final produce the following assets / working templates, along with rules for proper use and implementation:
    - Utility bill insert
    - City newspaper
    - Employee newsletter
    - E-notify Email template
    - 1 PowerPoint template
    - 1 Letterhead template
    - 1 Envelope template
    - 1 Business Card template
    - Email signature format

Supplemental Services

Contractor is not obligated to provide any services outside of or beyond the Services described in this Agreement (collectively, "Supplemental Services"). If City requests that Contractor provide Supplemental Services, and Contractor agrees in writing, then such Supplemental Services shall be provided subject to such additional fees and services schedules as are mutually agreed to by the Parties hereafter in writing. Contractor shall not be responsible for any printing or production services, or the creation of production-ready communication assets, unless otherwise agreed in writing hereafter by the Parties. The Services include up to three rounds of revisions. Any additional revisions would constitute Supplemental Services.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RED PEAK GROUP, LLC

EXHIBIT B

FEE SCHEDULE

For the Services and Deliverables to be provided by Contractor herein during the term of this Agreement (excluding any Reimbursables, if applicable), City shall pay to Contractor the sum of Eighty-Five Thousand Dollars ($85,000.00), as described in more detail below.

PHASE	DELIVERABLES	ESTIMATED FEE
1. Finalize Research Findings	• Summary of our Recommendations (Presentation)	n/c
2. Brand Strategy	• Tagline • Brand Platform to include: - Brand Positioning - Brand Essence - Target Audience Profiles	$20K
3. Brand Identity & Design Development	• Logo & Visual Identity • Brand Assets	$45K
4. Brand Guidelines & Rollout	• Brand / Messaging Guidelines – Strategic – Creative • Ideas for Rollout to Audiences	$20K
Total		$85K

REIMBURSABLES

City will also reimburse Contractor for all reasonable costs and expenses that Contractor incurs that are directly attributable to the Services provided to City herein and which are authorized by City ("Reimbursables"), including but not limited to any applicable travel costs (including airfare, hotel and meals), translation costs, shipping and courier costs, local transportation costs, production costs (e.g. purchased fonts, stock photography, etc.) or the costs of commissioning photographers, illustrators or third party vendors; provided, however, that the cost of all travel-related Reimbursables shall not exceed $10,000 for the term of this Agreement unless otherwise

authorized by City in writing hereafter. Contractor will aim to combine travel wherever possible to increase face-to-face time and make most efficient use of the budget.

PAYMENT SCHEDULE

City shall make payment to contractor based on the schedule of Services and Deliverables to be provided, as follows:

- Monthly, based on the percent completion of Services and Deliverables, and reimbursables;
- Remainder, if any, to be paid upon receipt of invoice from Contractor after delivery of all Services and Deliverables; and
- Any sum due for Supplemental Services requested by City or for authorized Reimbursables incurred during the Project, if any, shall be due upon receipt of invoice from Contractor.

Unless otherwise authorized by City in writing hereafter, in no event shall the amount billed to City by Contractor for Services under this Agreement exceed ninety-five thousand dollars ($95,000) subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RED PEAK GROUP, LLC

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase 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. 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.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for 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, purchase 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. 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, City Manager's Office
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RED PEAK GROUP, LLC.

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[1] does any of the following:

a. Is convicted[2] 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[3];

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.

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

[2] 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.

[3] 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[4] or business experience[5] 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 purchase 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.

---

[4] 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.

[5] 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
RED PEAK GROUP, LLC

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.

Red Peak Group, LLC

a Delaware Limited Liability Company

By: _____
Signature of Authorized Person or Representative

Name: Stacy L. Collins

Title: Chief Financial Officer

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 10, 2014 before me, Varouj Asdourian Notary Public,
(Here insert name and title of the officer)

personally appeared Stacy L. Collins,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(~~ies~~), and that by his/her/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

VAROUJ ASDOURIAN
Commission # 2036138
Notary Public - California
Los Angeles County
My Comm. Expires Sep 5, 2017

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement - Exhibit A
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 7-10-14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

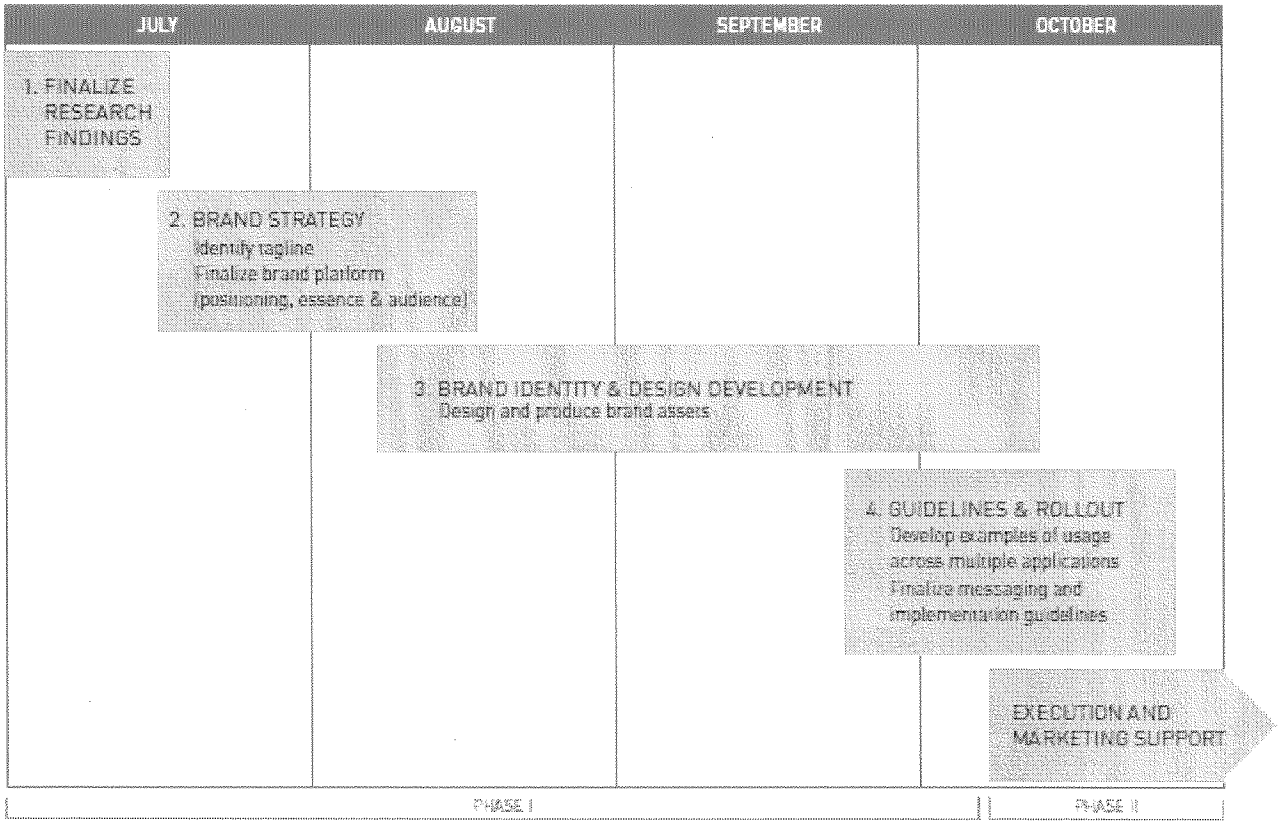
Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
RED PEAK GROUP, LLC.

EXHIBIT F

MILESTONE SCHEDULE



The above Milestone Schedule is subject to and dependent upon City's timely issuance of a Notice to Proceed as well as Contractor receiving timely feedback and approvals from City. Contractor is not obligated to provide any Services herein beyond the end of the Milestone Schedule provided that Contractor has not been responsible for any material delays in such schedule.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12B

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council for Action

From: Management Analyst

Subject: Designation of Voting Delegate and Alternate for League of California Cities 2014 Annual Business Meeting

EXECUTIVE SUMMARY:

This year's League Annual Conference is scheduled for Wednesday, September 3rd through Friday, September 5th in Los Angeles. One very important aspect of the conference is the Annual Business Meeting when the membership takes action on Conference Resolutions. Annual Conference Resolutions guide cities and the League in efforts to improve the quality, responsiveness and vitality of local government in California. It is important that all cities be represented at the Annual Business Meeting, which is scheduled for noon on Friday, September 5, 2014 at the Sacramento Convention Center.

The League is requesting the City of Santa Clara designate a voting representative and alternate who will be present at the Annual Business Meeting. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy. The voting delegate and alternate must be registered to attend the conference. Standard City practice is for a Council Member to serve as the City's voting delegate. When Council Members are not available, the City Manager has served as the delegate. Council may wish to consider whether to send one or more Council Members to the conference in order to have a voting delegate and alternate at the Annual Business Meeting. Alternatively, Council may request the City Manager to appoint one or more staff members registered for the conference as the voting delegate and alternate.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The selection of a voting delegate and voting alternate would enable the City to participate and, if necessary, cast a vote at the League's Annual Business Meeting. There are no identified disadvantages.

ECONOMIC/FISCAL IMPACT:

There is no fiscal impact associated with the selection of a voting delegate and voting alternate.

RECOMMENDATION:

That the Council designate one or more Council Members to attend the League of California Cities Annual Conference to serve as voting delegate and alternate, or request the City Manager to appoint one or more staff members registered for the conference as the voting delegate and alternate to represent the City of Santa Clara at the League of California Cities 2014 Annual Business Meeting, to be held on Friday, September 5, 2014 at noon at the Los Angeles Convention Center.

Yvonne Felix Galletta
Management Analyst to the City Manager

APPROVED:

Julio J. Fuentes
City Manager

Documents Related to this Report: None

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12C

Date: July 10, 2014

To: City Manager for Council Action

From: Economic Development Officer / Assistant City Manager

Subject: Resolution Authorizing City Manager to Negotiate and Execute a Purchase and Sale Agreement for Approximately 0.59 Acres of Land located at 1031 El Camino Real (King's Highway Motel), Santa Clara, California (APN: 224-28-035).

EXECUTIVE SUMMARY:

Heidi Weidmann, an individual (Seller), owns the King's Highway Motel property located at 1031 El Camino Real, Santa Clara, California (Property). The Property, consisting of approximately 0.59 acres of land is improved with a 21-room motel which was originally built in 1948. The motel has been vacant for several years and has fallen into a state of disrepair. The Property has become a blighting influence along the El Camino Real.

The Property has been marketed for sale and the City has a desire to purchase the property to eliminate blight along El Camino Real and to possibly redevelop the property for affordable housing purposes. The City commissioned an independent appraisal of the property. The property was valued at $1,750,000. An Offer to Purchase the Property was sent by the City to the Seller and on July 9, 2014 the offer was accepted.

Terms of the proposed transaction are contained in the Offer to Purchase (Exhibit A) and are summarized below. Approval of the recommended action would allow the City Manager to finalize and execute the Purchase and Sale Agreement (Agreement) consistent with these terms.

Key terms of the proposed Agreement include:

Property:	0.59 acres of land located at 1031 El Camino Real (APN: 224-28-035).
Price:	$1,700,000.00
Deposit:	$100,000, due upon execution of Agreement. This deposit is refundable until the end of the Due Diligence Period.
Due Diligence Period:	30 days after the execution of Agreement. During this period the City will review the condition of the property including among other items, title and environmental condition.
Close of Escrow:	15 days following the removal of all conditions.

Broker Fees: The Seller will be responsible for any broker fees related to the transaction.

After the close of escrow, the City would demolish the improvements and plan for a new development on the site.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

The acquisition of this parcel will allow for the removal of a blighted property along the El Camino Real.

ECONOMIC/FISCAL IMPACT:

The purchase price for the Property is $1,700,000. In addition, the City will incur costs associated with environmental consultants to review the environmental condition of the property and for standard closing and escrow costs related to the transaction. A total of $1,850,000 in funds have been requested for this capital project to provide a source for costs to the City to provide for demolition and necessary improvements (such as fencing/security) after the City obtains title to the Property. Sufficient funds are available in Land Sale Reserve, account 063-44459, to cover the appropriations for a new Capital Improvement Project (539-1013-80200-6541).

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RECOMMENDATION:

That the Council adopt a Resolution:

1) Authorizing City Manager to negotiate and execute a Purchase and Sale Agreement with Heidi Weidmann for the acquisition of 1031 El Camino Real, Santa Clara, California.
2) Approving the establishment of Capital Improvement Project 6541 – 1031 El Camino Real; and
3) Approving the appropriation of $1,850,000.00 from Land Sale Reserve account 063-44459 to 1031 El Camino Real project in the City Manager Property Management account 539-1013-80200-6541.

Ruth Shikada
Economic Development Officer/
Assistant City Manager

Certified as to Availability of Funds:
[063-44459] $ 1,850,000.00

Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

Gary Ameling for
Julio J. Fuentes
City Manager

Documents Related to this Report:
1) Letter of Offer to Purchase
2) Resolution

FIVE COUNCIL VOTES

DocuSign Envelope ID: EFBDB109-C664-4F74-958E-A9CDE6F5B668

SANTA CLARA CALIFORNIA

Santa Clara
All-America City
2001

Julio J. Fuentes
City Manager

May 29, 2014

Mr. Don Jessup
Silicon Valley Associates
1590 The Alameda
San Jose, CA 95126

Re: Offer to Purchase: 1031 El Camino Real, Santa Clara, California

Dear Mr. Jessup:

On behalf of the City of Santa Clara, I am pleased to present the following offer to purchase the above referenced property. The purpose of this letter is to outline the terms and conditions upon which the City of Santa Clara ("Buyer") would be willing to consider entering into a Purchase and Sale Agreement ("Purchase Agreement"), with Heidi Weidmann ("Seller") whereby Seller would sell and Buyer would purchase that certain real property referenced in Paragraph 1 below. The proposed terms are as follows:

1. **PROPERTY**: The real property consists of approximately 0.59 acres located at 1031 El Camino Real, Santa Clara, CA. Assessor's Parcel Number 224-28-035.

2. **DEPOSITS**: Upon the date of full execution of a Purchase Agreement (the "Effective Date"), Buyer shall deliver to escrow a deposit in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00), which shall be applicable to the Purchase Price (defined in Paragraph 3 – Purchase Price).

   Upon Buyer's approval of Conditions (defined in Paragraph 4), the One Hundred Thousand and No/100ths Dollars ($100,000.00) shall become non-refundable, in favor of Seller and shall apply towards the Purchase Price.

3. **PURCHASE PRICE**: The purchase price for the Property is One Million Seven Hundred Thousand and No/100ths Dollars ($1,700,000.00) (the "Purchase Price") and is payable at the close of escrow as follows: All cash to Seller at closing.

4. **CONDITIONS**: Buyer's obligation to purchase the Property shall be subject to the following condition:

   a. That Seller agrees to provide notice to and remove any existing persons, property or encumbrances from the Property that may inhibit immediate use by the Buyer of the entire Property, including leases, storage, equipment, debris, or persons and to secure the property against such further use(s).

   * Property to be sold "as is" with no work to be Done.

City Manager's Office
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2210
FAX (408) 241-6771
www.santaclaraca.gov

DocuSign Envelope ID: EFBDB109-C664-4F74-958E-A9CDE6F5B668

5. **DUE DILIGENCE PERIOD:** For a thirty (30) day following the Effective Date of the Purchase Agreement, Buyer shall have the right to review of title, survey, and other relevant issues related to the condition of the property. The Purchase Agreement will include a provision that with seven (7) days of the Effective Date, Seller must deliver to Buyer, to the extent available to Seller, certain listed books and records, including: (i) the most recent title commitment, report or policy; (ii) the most recent survey; (iii) any reports and correspondence concerning the environmental condition of the Property; (iv) any reports and correspondence concerning the geotechnical and/or soils condition of the Property; (v) the most recent property tax bill issued and proof of payment of last property tax bill; (vi) copies of current utility statements; (vii) copies of any leases, agreements or encumbrances of the Property and notice to leaseholders indicating the certain date of termination prior to close of escrow.

6. **CLOSE OF ESCROW**: This escrow shall close fifteen (15) days after the removal of all conditions.

7. **TITLE INSURANCE**: At the close of escrow, Buyer shall be issued a California Land Title Association owner's policy of title insurance in the amount of the Purchase Price from ~~Chicago~~ Fidelity Title Insurance Company.

8. **CLOSING COSTS**: Seller shall pay for closing costs and any Broker fees. Buyer shall not pay for any closing costs or Broker commission fees.

9. **PRORATIONS**: Seller shall be responsible for any prorated real property taxes and interest on current assessments as of the date of the close of escrow.

10. **EXPIRATION DATE**: This letter shall be valid through June 30, 2014.

This letter shall not constitute a formal and binding agreement. A Purchase Agreement to be negotiated between us with respect to this transaction will be generally consistent with this letter. This letter shall not, however, create any legal rights or obligations between us. It is intended that the legal rights and obligations of each party shall be only those which are set forth in an executed Purchase Agreement, which City execution shall be contingent upon express approval by the Santa Clara City Council.

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DocuSign Envelope ID: EFBDB109-C664-4F74-958E-A9CDE6F5B668

Should the foregoing meet with your approval, please execute the copy of this letter enclosed herewith and return it to us no later than the date referenced in paragraph 10 above.

Sincerely,

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

5/30/14

JULIO J. FUENTES **Date**
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ACCEPTED BY SELLER:

DocuSigned by:
Heidi Weidmann
5A427E2397F24BF...

6/9/2014

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, AUTHORIZING CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF 1031 EL CAMINO REAL, SANTA CLARA, CALIFORNIA

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

WHEREAS, Heidi Weidmann (Seller), owns the approximately 0.59 acres of property, also known as the King's Highway Motel, located at 1031 El Camino Real, Santa Clara, California, as noted on Exhibit A to this Resolution (the "Property");

WHEREAS, the Seller has been marketing the Property for sale and the City has a desire to purchase the Property to eliminate blight and for future development purposes;

WHEREAS, the Property is currently vacant and in a state of disrepair causing a blighting influence along El Camino Real;

WHEREAS, the terms of the proposed transaction are contained in a Letter of Offer to Purchase, attached hereto as Exhibit B; and,

WHEREAS, authorizing the City Manager to finalize and execute the Purchase and Sale Agreement ("Agreement") consistent with these terms would expedite the transaction and serve the best interests of the City.

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

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

2. That the City Council hereby authorizes the City Manager to execute the Purchase and Sale Agreement with Heidi Weidmann for the purchase of the Property to demolish the existing improvements and seek future proposals for development.

3. That the City Council approves the establishment of the Capital Improvement Project 6541 – 1031 El Camino Real.

4. That the City Council approve the appropriation of $1,850,000 from Land Sale Reserve 063-44459 to the 1031 El Camino Real Project in account 539-1013-80200-6541.

5. That the City Manager or his designee is hereby authorized to execute documents and take further action as may be necessary or appropriate to close escrow and to carry out the City's obligations pursuant to the Resolution and the Land Sale Agreement.

6. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

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

//

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I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2014, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A –Legal Description

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 224-28-035

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF California AND IS DESCRIBED AS FOLLOWS:

Beginning at a 3/4 inch iron pipe in the Southwesterly line of Washington Street, distant thereon North 23° 43' West 90 feet from a 3/4 inch iron pipe at the intersection of said line of Washington Street with the Northwesterly line of El Camino Real, formerly Clay Street, as said streets are shown upon the map hereinafter referred to; thence along said line of Washington Street, North 23° 43' West 135.86 feet to a 3/4 inch iron pipe set in the Southeasterly line of lands now or formerly of Merrill; thence leaving said line of Washington Street, and running parallel to the Southeasterly line of Scott Street, South 66° 02' West 149.83 feet to a 3/4 inch iron pipe; thence South 23° 40' East 75.38 feet to a 3/4 inch iron pipe; thence South 66° 01' West 2.50 feet to a 3/4 inch iron pipe; thence along the Northeasterly line of lands now or formerly of Thompson, South 23° 40' East 150.39 feet to a 3/4 inch iron pipe set in the Northwesterly line of El Camino Real; thence along said line of El Camino Real, North 66° 00' East 62.56 feet to a 2/3 inch iron pipe, said last mentioned point being distant South 66° 00' West 90 feet from the intersection of said line of El Camino Real with the Southwesterly line of Washington Street; thence leaving said line of El Camino Real and running parallel to said line of Washington Street, North 23° 43' West 90 feet to a 3/4 inch iron pipe; thence parallel to said line of El Camino Real, North 66° 00' East 90 feet to the point of beginning. Being a portion of Lot 1 in Block 6 North, Range 1 West 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", and 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, page 103. Surveyed November 1947 by Park L. Verner License Land Surveyor Certificate No. 2372.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12D

Santa Clara All-America City 2001

Date: June 24, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Transfer of $55,000 from the Building Reserve Account to the Building Maintenance CIP Project Account for Permit Center Remodel

EXECUTIVE SUMMARY:

The Permit Center has served over 250,000 customers since its last remodel over 15 years ago and is due for another minor remodel, making it more efficient for staff and more appealing for our customers. Staff has been working with our Building Maintenance department and design consultant on the remodeling that includes replacement of carpeting, modification of counters and shelves, modification of the reception station, painting and replacement of chairs. The estimated cost of the project is $48,000, with all work to be done internally by City staff. We are requesting $55,000 to be transferred from the Building Reserve Account (063-44465) to the CIP project account 538-6138 (Repairs – modifications to City building).

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Having an updated Permit Center will improve the efficiency of the permitting process and enhance the customer experience.

ECONOMIC/FISCAL IMPACT:

The funds utilized for the Permit Center remodel will not impact the City's General Fund as all funds will come from the Building Reserve. The proposed $55,000 transfer will cover any potential unforeseen expenses.

RECOMMENDATION:

That the Council approve the transfer of $55,000.00 from the Building Reserve Account (063-44465) to the Building Maintenance CIP project account 538-6138 (Repairs – modifications to City building) for a remodel of the Permit Center.

Kevin L. Riley
Director of Planning and Inspection

Certified as to Availability of Funds:
063-44465 $ 55,000.00

Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

Julio J. Fuentes
City Manager

FIVE COUNCIL VOTES

Documents Related to this Report:
1) Cost Estimate for Office Remodel

I:\PLANNING\2014\CC-CM 2014\07.01.2014\Permit Center Remodel Agenda Report.doc

Cost Estimate for Office Remodel							5/28/2014	
Item	**Model/Item #**	**Quantity**	**Labor/delivery**	**Materials**	**Total**	**Supplier**	**Time Frame**	
Carpeting	Tandus Aftermath Carpet	1	Del & Inst		$11,332.00	Harry L. Murphy Inc	2 weeks	
	- Tapestry#23512		Rem/Disposal		$1,000.00	408-955-1100		
Paint/refinish wood in Pmt Ctr	To be done on weekend- OT		$4,500-$5000		$5,000.00	See Ken Winland		
Paint walls in bin room and conference rooms	To be done on weekend - OT		$2000-2500		$2,500.00	See Ken Winland		
	at later date----							
Counter modifications	Tables, attached to counter	1	$3,500	$1,200	$4,700.00	See Ken Winland		
	drawers and files under counter		Saturday(OT)	$500	$500.00	OR Western Contract		
Counter shelf modifications	Map slots to be modified/removed	1	$500		$500.00	See Ken W		
Bin Room Bin Unit	Fab by City staff at later date	1	$0	$1,000	$1,000.00	Per Ken W		
Bin Unit for Dave Tran's area	Fab by City staff at later date	1		$500	$500.00	Per Ken W		
Bin room wall shelf	Herman Miller Modular shelving	1	$500	$900	$1,000.00	Western Contract	2 weeks	
			delivery $345					
Relocate and bolt showcase to wall			$80.00		$80.00	See Ken W	0	

Cost Estimate for Office Remodel							5/28/2014	
Item	**Model/Item #**	**Quantity**	**Labor/delivery**	**Materials**	**Total**	**Supplier**	**Time Frame**	
Reception Station	Modular components 10.5' X 12'	1	$950	$10,700	$13,000.00	Western Contract	3 weeks	
			Tax $940			408-275-9600		
						robert@westerncontract.net		
3 level shelf unit/worktop	(for plan pending area --TBD	1	$500	$300	$800.00	See Ken W		
Replacement Chair, Tech side of counter	One Chair to match existing Tech chairs,PA66-01 W/KR200 adj, and arms,	1	$22	$393	$415.00	Western Contract	2 weeks	
Customer Counter Chairs	Herman Miller - SAYL Side Chair, sled with armrests	10		$300 Each	$3,800.00	Western Contract	2 weeks	
Chairs- office	Bounmy, Linda, etc	4			$2,400.00	Western Contract	2 weeks	
Contingency	(Unforseen Expenses)				$6,473.00			
			TOTAL:		**$55,000.00**	Approximation based on estimates of labor		

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12E

Santa Clara All-America City 2001

Date: July 1, 2014

To: City Manager for Council Action

From: Director of Parks & Recreation

Subject: Request to Approve, Accept and Appropriate a Donation of $5,000 from Mission City Community Fund for the Santa Clara Senior Center Nutrition Program

EXECUTIVE SUMMARY:

Mission City Community Fund would like to donate $5,000 to support the Santa Clara Senior Center Nutrition Program. This program currently provides over 80 hot meals per day to eligible seniors participating in the congregate meals program at the Santa Clara Senior Center and has a waiting list. Acceptance of the donation will support an increase in the number of meals able to be served per day. Approval of the recommendation will authorize the City Manager accept the donation and authorize the transmittal of a letter of appreciation.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this donation and allocation of the funds will provide at no cost to the City, additional funds to increase the number of meals per day for the remainder of the fiscal year served in the Nutrition Program at the Santa Clara Senior Center.

ECONOMIC/FISCAL IMPACT:

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

RECOMMENDATION:

That the Council:

1. Approve and accept a donation of $5,000 from Mission City Community Fund for the Nutrition Program at the Santa Clara Senior Center (111-1112-59650-(G)SRDON); and,
2. Approve an additional appropriation of $5,000 for the Nutrition Program at the Santa Clara Senior Center (111-1112-87530-(G)SRDON); and,
3. Authorize the transmittal of a letter of appreciation signed by the Mayor and City Manager.

James Teixeira
Director of Parks & Recreation

Certified as to Budget Form: CK JCH
111-1112-59650-(G)SRDON $5,000
111-1112-87530-(G)SRDON $5,000

Gary Ameling
Director of Finance/
Assistant City Manager

APPROVED:

for Julio J. Fuentes
City Manager

FIVE COUNCIL VOTES

Documents Related to this Report: None

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Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12F

Date: July 2, 2014

To: City Manager for Council Action

From: Director of Planning and Inspection

Subject: Approval of a Professional Services Agreement with Metropolitan Planning Group (M-Group) to Provide Code Enforcement Personnel, and Transfer of Funds From the Building Reserve Account

EXECUTIVE SUMMARY:

The City currently is served by one Code Enforcement Technician to handle the entire City's zoning code enforcement needs. With the recent surge of development activity, the demand for Code Enforcement services has increased and the City is in need of additional Code Enforcement personnel. Until such time as the City can fund and fill additional Code Enforcement positions, the Planning Division is requesting to enter an agreement with Metropolitan Planning Group (M-Group) to provide three full-time Code Enforcement staff members. The agreement with M-Group would span for up to two years at a total cost not to exceed $935,600.

The Building Reserve account has available funds that must, by law, be dedicated to offsetting the costs of development services. Additional Code Enforcement services are an integral part of keeping up with the demand generated by the new office, residential, and commercial developments that have paid plan check and inspection fees deposited into the Building Reserve account.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

M-Group has significant expertise in local zoning codes and has available personnel to assist with the enforcement of said codes. Approval of the agreement and transfer of funds will help to meet the increased demand for Code Enforcement services which are vital for Citywide compliance with the City's zoning code.

ECONOMIC/FISCAL IMPACT:

The total not to exceed amount of this agreement is $935,600.00. Existing appropriations of $300,000 are available in the Planning Code Enforcement Contractual Services account (001-5525-87870). Upon transfer of an additional $635,600 from the Building Reserve account (063-44465), sufficient funding will be available.

RECOMMENDATION:

That the Council:

1) Approve and authorize the City Manager to execute a Professional Services Agreement with Metropolitan Planning Group (M-Group) to provide Code Enforcement personnel at a total cost not to exceed $935,600.00.
2) Approve and authorize the City Manager to increase the budgeted appropriation of $300,000 by $635,600 for a total appropriation of $935,600, and transfer the increased appropriation amount of $635,600 from the Building Reserve account 063-44465 to the Planning Code Enforcement Contractual Services Expense account 001-5525-87870.

Gloria Sciara for
Kevin L. Riley
Director of Planning and Inspection

Certified as to Availability of Funds:
063-44465 $935,600.00

APPROVED:

Julio J. Fuentes
City Manager

Gary Ameling
Director of Finance/Assistant City Manager

Documents Related to this Report:
1) Professional Services Agreement with M-Group

FIVE COUNCIL VOTES

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AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND METROPOLITAN PLANNING GROUP

PREAMBLE

This agreement for the performance of services ("Agreement") is made and entered into on this _____ day of July, 2014, ("Effective Date") by and between Metropolitan Planning Group, a California corporation, with its principal place of business located at 579 Clyde Avenue, Suite 340, Mountain View CA 94043 ("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, under Exhibit A, entitled "Scope of Services"; and

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

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

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

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

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2016.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. RESPONSIBILITY OF CONTRACTOR.

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

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor form 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

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

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 thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

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.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

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

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

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

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.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim to the extent arising therefrom, for which City shall become liable arising from Contractor's grossly negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase 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: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: Geoff I. Bradley
Address: Metropolitan Planning Group
579 Clyde Avenue, Suite 340
Mountain View, California 94043
or by facsimile at (650) 938-1119

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

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. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

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. RESERVED.

34. CONFLICT OF INTERESTS.

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

35. RESERVED.

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. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
City Attorney

ATTEST:

ROD DIRIDON, JR.
City Clerk

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

"CITY"

METROPOLITAN PLANNING GROUP
a California corporation

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Geoff I. Bradley
Title: Principal + President
Local Address: 579 Clyde Avenue, Suite 340
Mountain View, California 94043
Email Address: Geoff@mplanninggroup.com
Telephone: 650.938.1111 x102
Fax: 650.938.1119

"CONTRACTOR"

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AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
METROPOLITAN PLANNING GROUP

EXHIBIT A

SCOPE OF SERVICES

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

1. Metropolitan Planning Group (M-Group) will provide contract Code Enforcement staff for the Planning and Inspection Department. Assigned personnel will be approved by the City Planner prior to their commencement of work. Training will be provided by M-Group and City staff. Supervision will be provided jointly by the City and M-Group. Contract Code Enforcement staff will investigate City Code complaints, write and generate reports, and interact with both residents and City staff.

2. Metropolitan Planning Group will provide vehicles, fuel for the vehicles and cellular phones at no additional charge for all personnel working for the City of Santa Clara Planning Division.

3. Metropolitan Planning Group will have a Code Enforcement Manager assigned to oversee and fully manage Enforcement Technician staff performance, conduct, and any other personnel issues that may arise. This position is budgeted on average of one (1) hour per week.

4. Fees are outlines in Exhibit B and will not exceed $935,600.00

5. Services will be provided from the Effective Date.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
METROPOLITAN PLANNING GROUP

EXHIBIT B

FEE SCHEDULE

Consultant will bill the City based on the following:

1) Code Enforcement Technician - $75.00 per hour (1,800 hours per year)

2) Senior Code Enforcement Technician - $85.00 per hour (1,800 hours per year)

3) Code Enforcement Manager - $150.00 per hour (52 hours per year)

4) The above rates are based on a minimum of 5,452 billable hours per year (1,800 hours per year for each of three (3) Code Enforcement Technicians, and up to 52 hours per year for the Code Enforcement Manager)

5) No overtime hours shall be worked unless advance written authorization is provided by the City. Overtime hourly rates shall be 1.25 times the listed hourly rates.

In no event shall the amount billed to City by Contractor for services under this two-year Agreement exceed nine hundred thirty-five thousand and six hundred dollars ($935,600.00), subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
METROPOLITAN PLANNING GROUP

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 purchase 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. 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.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for 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, purchase 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. 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 Planning Division
P.O. 12010-S2 or 151 North Lyon Avenue
Hemet, CA 92546-8010 Hemet, CA 92543

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

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

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over $50,000 limited exposure.doc

AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
METROPOLITAN PLANNING GROUP

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[1] does any of the following:

   a. Is convicted[2] 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[3];

   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.

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

[2] 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.

[3] 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[4] or business experience[5] 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 purchase 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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[4] 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.

[5] 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
METROPOLITAN PLANNING GROUP

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.

METROPOLITAN PLANNING GROUP

a corporation

By: _____
Signature of Authorized Person or Representative

Name: Geoff I. Bradley

Title: Principal + President

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.

Meeting Date: 7/15/14

AGENDA REPORT

City of Santa Clara, California

Agenda Item # 12G

Date: July 15, 2014

To: City Manager for Council Action

From: Chief of Police

Subject: Authorization to Accept a 2015 California Office of Traffic Safety Grant

EXECUTIVE SUMMARY:

The California Office of Traffic Safety's (OTS) mission is to effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.

OTS has awarded the Santa Clara Police Department with grant funding for its Pedestrian and Bicycle Safety Improvement Project proposal. The Santa Clara Police Department is eligible for up to $50,000 and will have from October 1, 2014 through September 30, 2015 to expend these funds.

This funding will allow the Santa Clara Police Department to implement a community outreach plan to educate the Santa Clara community on safe ways to travel as a bicyclist or pedestrian, including multiple educational workshops and an aggressive social media campaign. In addition, the grant will allow the Santa Clara Police Department to purchase a portable, changeable message sign, coordinate two Bicycle Rodeos in local elementary schools, facilitate pedestrian crosswalk enforcement operations and staff multiple San Jose Bike Party events.

Of the 14 data categories recognized by OTS, the City of Santa Clara ranks in the top 25% of fatal and/or injury crashes among similarly sized populations in four categories: pedestrians killed and/or injured age 65+; bicyclists killed and/or injured; bicyclists under age 15 killed and/or injured; and hit and run collisions. The Santa Clara Police Department has developed a comprehensive plan to reduce these statistics utilizing funds from OTS.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Acceptance of this donation will allow the Santa Clara Police Department to enhance the focus on reducing the number of pedestrian and/or bicycle involved incidents in Santa Clara, therefore improving the safety and quality of life for our residents. The Police Department will be responsible to fulfill standard grant requirements, such as compiling data to submit to OTS, invoicing and fulfilling media requirements.

There are no disadvantages to accepting this grant.

ECONOMIC/FISCAL IMPACT:

The Police Department was notified on June 23, 2014, that it had been awarded up to $50,000. These funds will be used to allow officers to work overtime to address bicycle and/or pedestrian education and enforcement initiatives.

There is no cost to the City other than staff time and expense to manage the grant and fulfill the reporting requirements.

RECOMMENDATION:

That the Council:

1. Approve the revenue of approximately $50,000 (177-7752-55580-(G)OTS15) and appropriations to Field Operations Overtime (177-7752-87030-(G)OTS15) and Equipment (177-7752-88040-(I)4795-(G)OTS15);
2. Authorize the transmission of a letter of appreciation by the Mayor and City Manager to the California Office of Traffic Safety for the grant; and,
3. Authorize the City Manager, or his designee, to execute all related documents.

Michael J. Sellers
Chief of Police

APPROVED:

Julio J. Fuentes
City Manager

Certified as to Budget Form:

for Gary Ameling
Director of Finance/
Assistant City Manager

FIVE COUNCIL VOTES

Documents Related to this Report: None

7/15/14

16B

CLOSED SESSION REQUEST

City of Santa Clara, California

It is requested the **CITY COUNCIL OF THE CITY OF SANTA CLARA** meet in closed session on **Tuesday, August 19, 2014,** at **6:00 p.m.**, or as soon thereafter as the matter can be discussed, in the Council Conference Room 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 it/them:

☒ **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**
Pursuant to Gov. Code § 54956.9(a)
Vinod K. Sharma, et al. v. Successor Agency to the Redevelopment Agency of the City of Santa Clara, et al., Sacramento County Superior Court Case No. 34/2013-80001396

Date: July 11, 2014

RICHARD E. NOSKY, JR.
City Attorney

I:\COUNCIL\CLOSED SESSION AND SPECIAL MEETINGS\2014\08-19-14 Request City Exist Lit.doc