



# 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.

**October 28, 2014**

**5:30 pm**

#### **Development Review Study Session**

**City Hall Council Chambers**

Branding Survey Results and Tagline Update

**6:00 pm**

#### **Reception Lobby Area**

**adjacent to the City Clerk's Office**

Historical and Landmarks Commission Interviews  
to fill a vacancy for the partial term ending June 30, 2016

**6:30 pm**

#### **Closed Session**

**Council Conference Room**

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

City designated representatives: 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)

and

Conference with Real Property Negotiator  
Pursuant to Government Code Section 54956.8  
Property: transmission facilities and entitlements  
connecting the Westwing Substation,  
11400 W. Hatfield Road, Peoria, Arizona,  
to the midpoint of the Victorville-Lugo transmission line  
Negotiating Party: Phillip C. Grigsby, Duke-American Transmission Company, 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)  
and  
Conference with Legal Counsel-Existing Litigation  
Pursuant to Government Code Section 54956.9(a)  
*Northern California Power Agency, et al. v. The United States,*  
United States Court of Federal Claims No. 14-817C  
and  
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  
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. September 30, 2014.
- 4. CONTINUANCE/EXCEPTIONS:**
- 5. SPECIAL ORDER OF BUSINESS:**
  - A. Appointment to fill one vacancy on the Historical and Landmarks Commission for the partial term ending June 30, 2016.

**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.)

**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. Approval to set the salary for Resource Analyst II candidate Peter Virasak at Step 4 of the salary range for A-35.
2. Acceptance of the Monthly Financial Status Reports for August 2014.
3. Approval for the use of City Electric forces for the installation of facilities at the Gianera Water Tanks and 3051 Homestead Road.
4. Adoption of a Resolution approving the 2015 Planning Commission calendar of meetings.
5. Approval to publish the December 2014 *Mission City SCENES*.
6. 2013-2015 Council Strategic Plan: Note and file the October 2014 update of the Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014.

**B. Agreements**

1. Adoption of a Resolution granting authority to the City Manager to approve and execute data center Master Service Agreements and service orders to enable existing Silicon Valley Power (SVP) Fiber Lessees to continue to serve their customers at data centers located in Santa Clara.
2. Approval of Amendment No.1 to Call No.13-1 for Professional Services with LinkPath Communications, Inc. to extend the term until February 14, 2015 and to increase the cost by \$40,000, for a total not to exceed amount of \$160,000, for operations and engineering wireless network support and Amendment No.1 to Call No.13-2 for Professional Services with LinkPath Communications, Inc. to extend the term until February 14, 2015 and to increase the cost by \$20,000, for a total not to exceed amount of \$102,200, for Tier 3 Wireless Network Support for the Silicon Valley Power (SVP) MeterConnect Wi-Fi System.

3. Approval of Call No. 14-2 for Professional Services with Schweitzer Engineering Laboratories, Inc., in an amount not to exceed \$160,607.78, to provide general engineering services for Electric Department substations.
4. Approval of Call No. 14-3 for Professional Services with Milton Security Group, LLC., in an amount not to exceed \$158,835.20, for Network Systems Services to assist the System Support Area in the Electric Department.
5. Approval of Call No. 14-4 for Professional Services with Milton Security Group, LLC., in an amount not to exceed \$287,040, for Project Managers to assist the Electric Department Systems Support Division.
6. Approval of Call No. 14-6 for Professional Services with Milton Security Group, LLC., in an amount not to exceed \$23,400, for Subscriber Management and Subject Matter Expertise Services for the Electric Department Marketing Division.
7. Approval of an Electric Service Agreement with Digital Realty Trust, L.P. for the purchase of electricity on a long-term basis in exchange for certain discounted rates.
8. Approval of Change Order No. 1 to the Public Works Contract with Granite Construction Company, Inc. for the Santa Clara Various Streets and Roads Preservation Project, in the amount of \$251,977.50, to allow modifications to the work on Lincoln Street (CE 13-14-04),
9. Approval of Change Order No. 3 to the Public Works Contract 2114K A&B with Redgwick Construction Company, in the amount of \$18,090, for a total amount of \$391,584.25, for off site paving for the Mission Substation Project.
10. Approval of Amendment No. 1 to the Agreement for the Performance of Services with SOS Intl., in an amount not to exceed \$106,000, to provide managed training services to Silicon Valley Power (SVP) Electric and Water System Operators.
11. Approval of a Contribution Agreement with the Santa Clara Unified School District, in an amount not to exceed \$108,450, to support the Extended Day Care/Latchkey Program.
12. Approval of a Municipal Law Enforcement Services Agreement between the City of Santa Clara, Santa Clara Stadium Authority and the City and County of San Francisco Sheriff's Department regarding Special Law Enforcement Units for Levi's Stadium events.
13. Approval of a Municipal Law Enforcement Services Agreement between the City of Santa Clara, Santa Clara Stadium Authority and the San Mateo County Sheriff's Office regarding Special Law Enforcement Units for Levi's Stadium events.
14. Approval of the California Integrated Information Network (CALNET 3) Authorization to Order under state contract with AT&T, in an amount not to exceed \$400,000 annually, for telecommunication services.

15. Approval of Call No. 14-3 for Professional Services with MTH Engineers, Inc., in an amount not to exceed \$37,910.00, for preliminary engineering and fixture selection for the proposed Great America Parkway and Tasman Drive Street Lighting Improvement Project

**C. Reports for Information and Possible Action**

1. Recognition of the Camino del Ray Affordable Senior Apartment Community located at 2525 El Camino Real for achieving the Leadership in Energy & Environmental Design (LEED) Platinum Certification.

**D. Minutes to Note and File**

1. Senior Advisory Commission - August 25, 2014.
2. Planning Commission - August 20, 2014.
3. Historical and Landmarks Commission - September 4, 2014.

**E. Routine Written Petitions for Approval**

**8. BOARDS AND COMMISSIONS FOR ACTION:**

**9. CONSENT ITEMS PULLED FOR DISCUSSION:**

**10. 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.

**11. REPORTS FOR COUNCIL ACTION:**

- A. Approval of a Funding Agreement with Santa Clara Valley Transportation Authority (VTA) for the Limited 323 Bus Signal Priority Upgrades project to implement bus priority along Stevens Creek Boulevard and approval and appropriation of funds, in the amount of \$66,800, for the project and approval to rollover unexpended appropriations to future fiscal years.
- B. Approval to transfer \$10,000,000 to the Working Capital Reserve and \$2,976,370 to the Capital Projects Reserve from General Fund Operating Cash, effective June 30, 2014 and approve confirmation of the current reserve targets for the Working Capital and Capital Projects Reserves.

**12. 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.

**13. REPORTS OF COUNCILORS AND SPECIAL COUNCIL COMMITTEES:**

- A. Reports regarding conference attendance, if any.

**14. CITY MANAGER REPORTS:**

**15. CLOSED SESSION MATTERS:**

- A. City Attorney Reports:

- B. Set November 18, 2014 for 6:00 pm for a Closed Session in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representatives: Julio J. Fuentes, City Manager (or designee); Employee Organization(s): Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171; Unit #2 - Santa Clara Police Officers 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) and 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.

**16. ADJOURNMENT:**

- A. To Tuesday evening, **November 18, 2014** at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.



**Date:** October 28, 2014  
**To:** City Manager for Council Information  
**From:** Sheila Tucker, Assistant City Manager  
**Subject:** Branding Survey Results and Tagline Update

The purpose of this staff report is to update the Council on the results of the City's recent branding survey and the taglines selected to proceed into the next stage of creative design development. Attachment A provides the presentation for this item.

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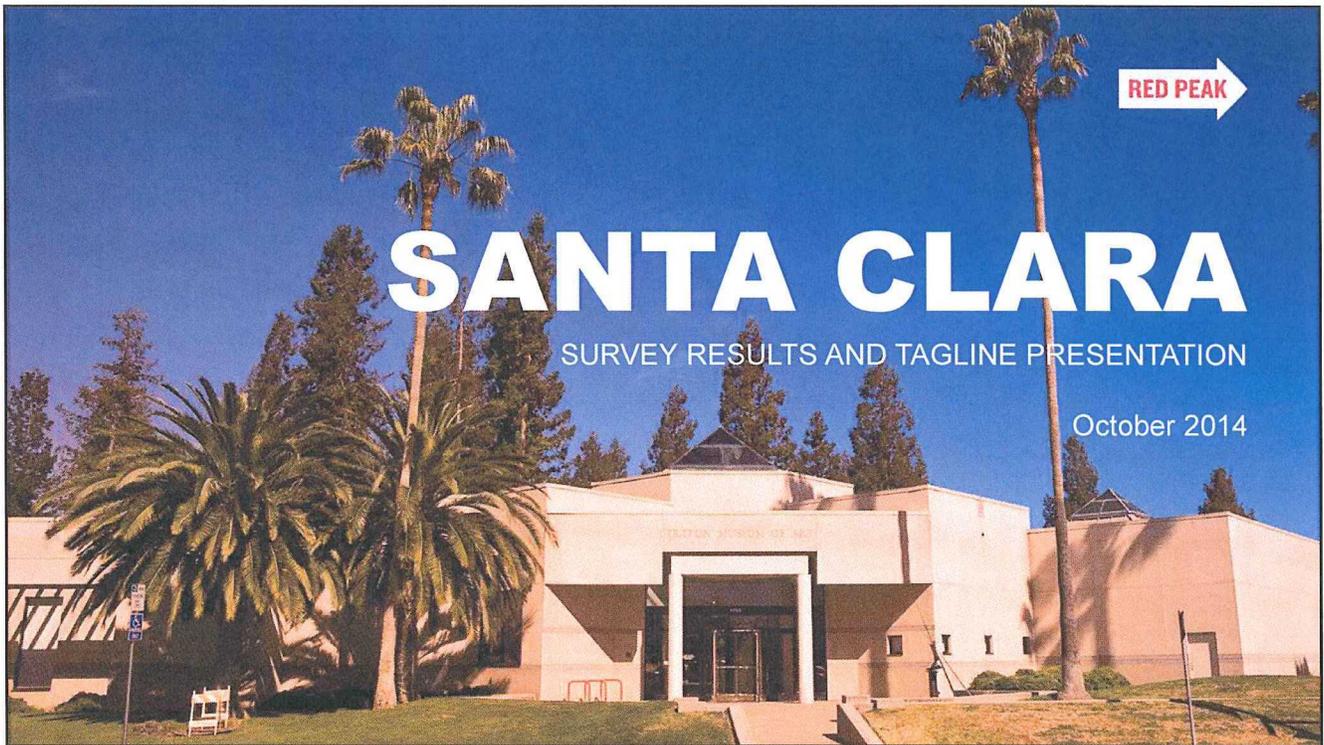
Sheila A. Tucker  
Assistant City Manager

APPROVED:

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Julio J. Fuentes  
City Manager

*Documents Related to this Report:*  
1) *Survey Results and Tagline Presentation*



**Goal of the City of Santa Clara rebrand**

**Promote economic growth,  
while encouraging pride in  
the community.**



## The Process

### I. Research Phase

- HBSCP research
- Red Peak preliminary analysis

### II. Strategy Phase

- Brand Positioning
- Tagline Exploration

### III. Creative Phase

- Preliminary Designs
- Finalized Designs
- Template/Guideline Formalization

## OBJECTIVES OF TODAY'S SESSION:

Discuss Tagline Survey Results

Review Design Thought Starters

Review Two Taglines Proceeding to Design Phase

## TAGLINE SURVEY RESULTS

RED PEAK GROUP

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### Tagline Survey Overview

#### Purpose:

The survey's aim was to give the Santa Clara community (residents, businesses, visitors, and employees) an easy online forum to offer their opinions about Santa Clara's new tagline. The results are intended to directionally inform the Marketing Committee and the City Council's recommendations and decisions about Santa Clara's new brand.

The survey was open from 9/10/14 to 10/10/14 and several emails, social media posts, community and employee meetings, flyers and other communications encouraged participation.

#### Methodology:

Seven taglines were tested: (1) Where Silicon Valley Comes Together, (2) Community of Big Thinkers, (3) Local Feel, Global Scale, (4) Your Mission is Our Mission, (5) It Comes Together Here, (6) The Center of What's Possible, (7) Find Your Mission Here.

Respondents were asked to rate the taglines on five factors on a scale of 1 to 5. The characteristics were, this tagline... "Represents how I feel about Santa Clara," "Will attract new businesses and development to Santa Clara," "Will attract visitors to Santa Clara," "Inspires pride in Santa Clara," "Is Memorable." There was also room on the survey for open-ended responses.

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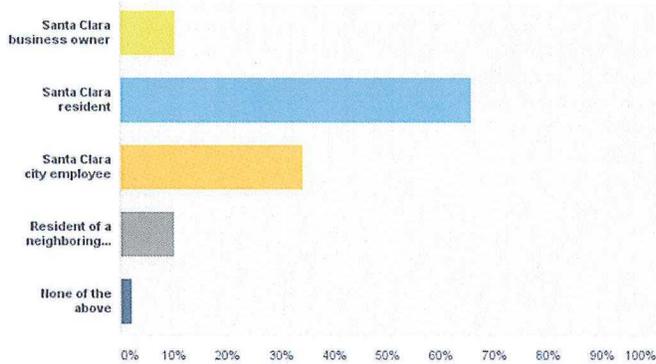
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# Attachment. Branding Survey Results and Tagline Presentation

## Respondent Overview

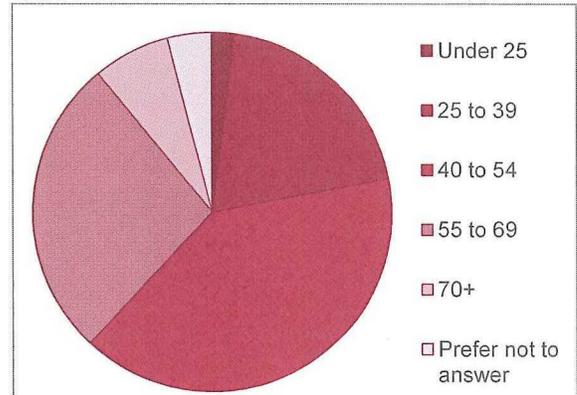
**Total Respondents: 529**

**Relationship to Santa Clara:**



66% SC Resident | 34% City Employee | 10% Business Owner | 10% Resident of Neighboring City | 2% None of the above

**Age Range:**

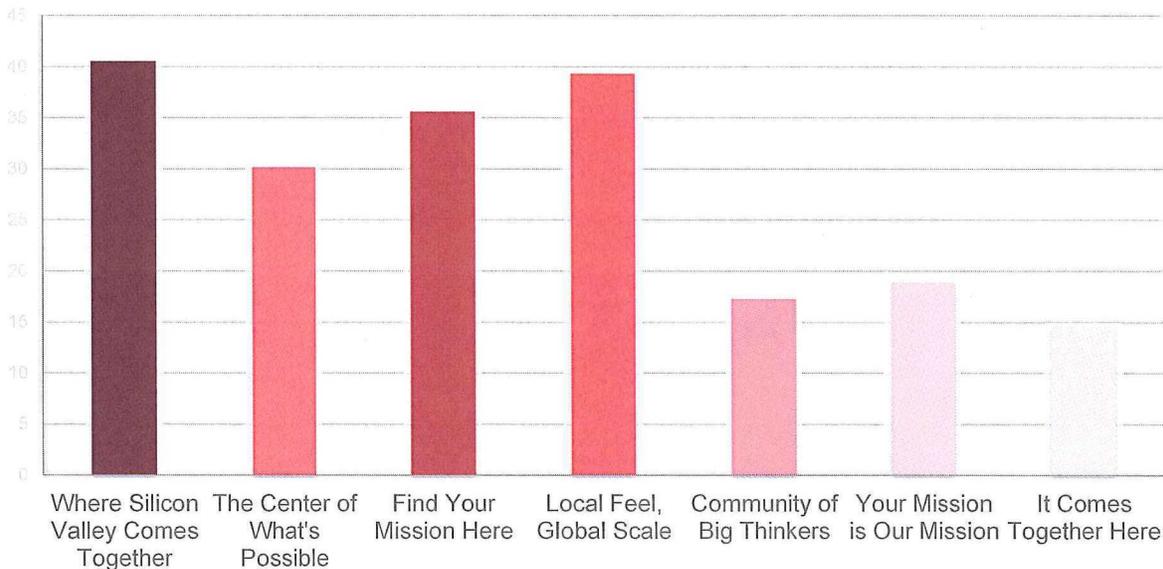


40% 40-54 | 27% 55-69 | 20% 25-39 | 7% 70+ | 4% prefer not to answer | 2% under 25

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## Agree: Tagline "Represents how I feel about Santa Clara"



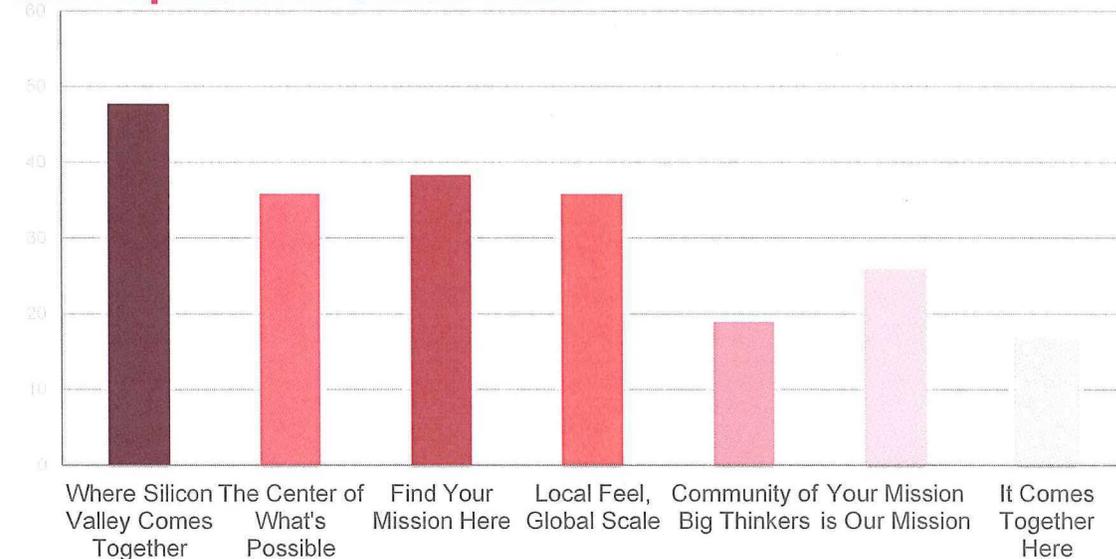
RED PEAK GROUP

"Agree" includes both "Somewhat Agree" and "Strongly Agree"

8

## Attachment. Branding Survey Results and Tagline Presentation

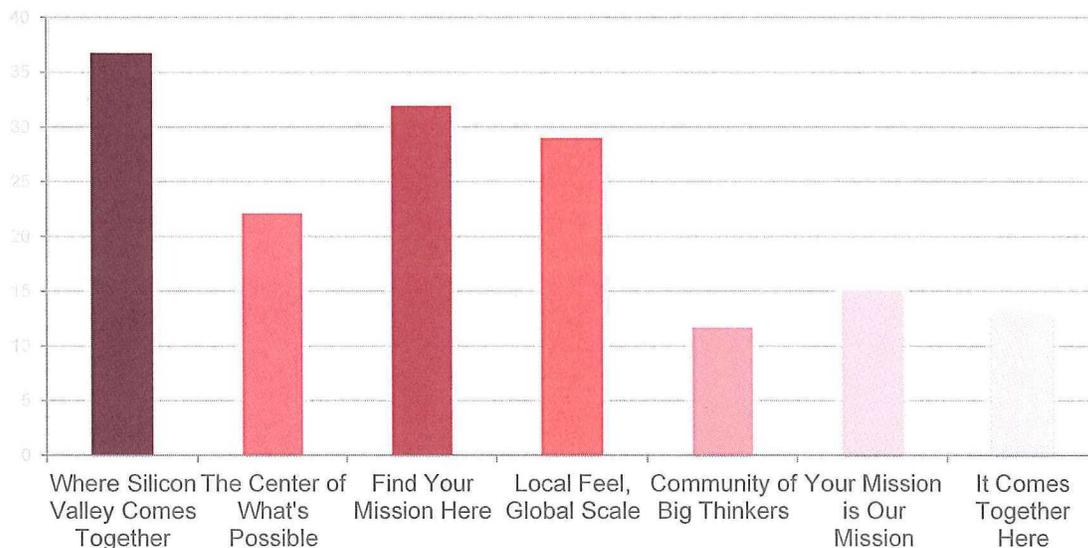
### Agree: Tagline "Will attract new business and development to Santa Clara"



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"Agree" includes both "Somewhat Agree" and "Strongly Agree" 9

### Agree: Tagline "Will attract visitors to Santa Clara"

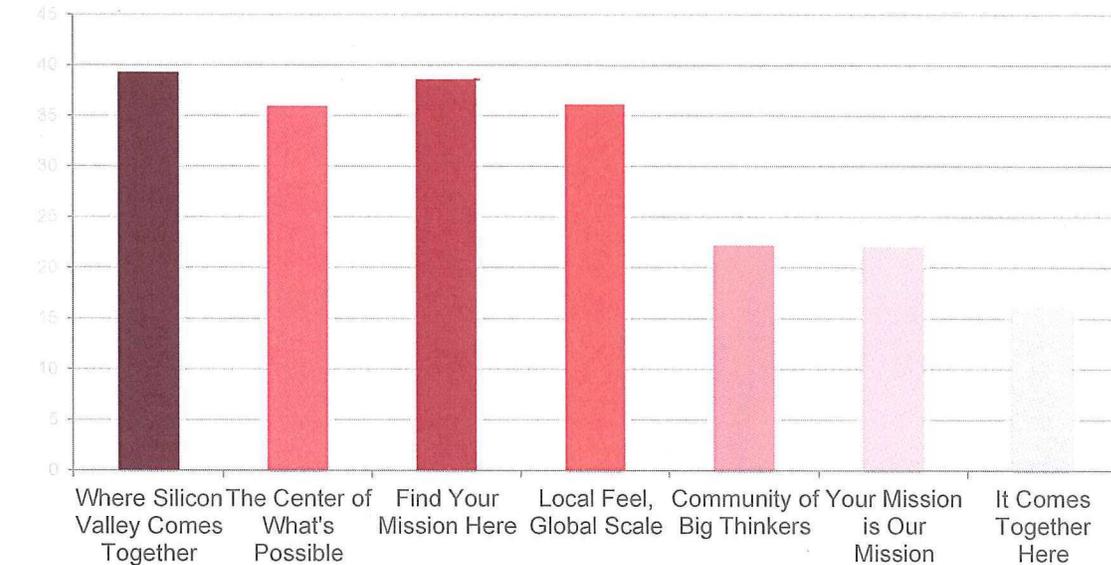


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"Agree" includes both "Somewhat Agree" and "Strongly Agree" 10

# Attachment. Branding Survey Results and Tagline Presentation

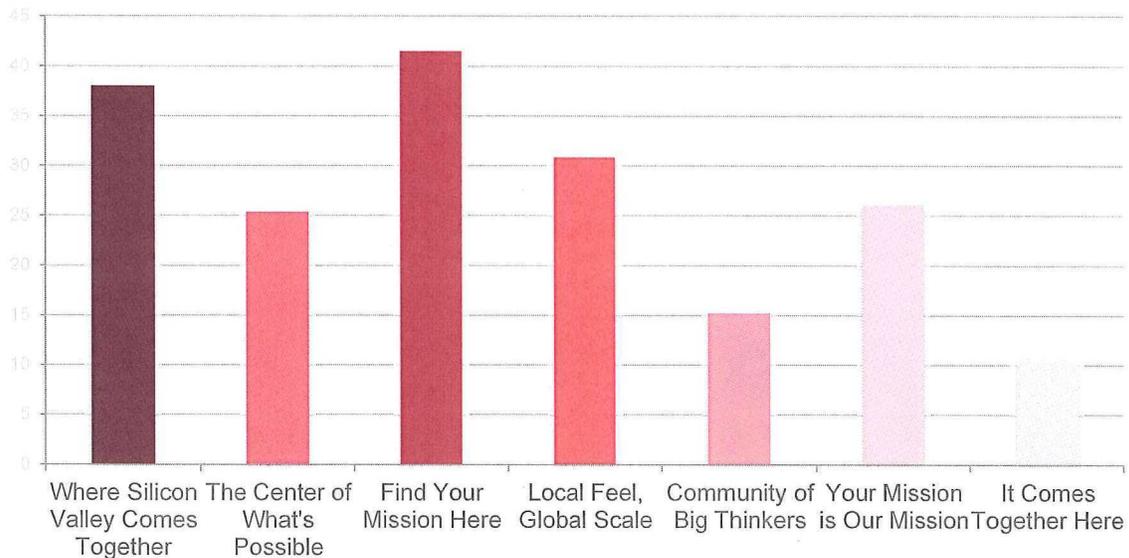
## Agree: Tagline "Inspires pride in Santa Clara"



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"Agree" includes both "Somewhat Agree" and "Strongly Agree" 11

## Agree: Tagline "Is memorable"



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"Agree" includes both "Somewhat Agree" and "Strongly Agree" 12

## Attachment. Branding Survey Results and Tagline Presentation

### Sampling of Open Responses

I like the historical significance of mentioning the mission, but the center of what's possible is bolder and won for me.

Home of the Forty-niners football team and Intel should be enough publicity.

Silicon Valley does NOT define Santa Clara and its values.

How about: Santa Clara Inspiring Innovation Locally to Globally!

I really appreciate the way that the slogan "Find your mission here" bridges the history of the city with the vision for the future.

All tag lines are too business focused.

I like having the words "Silicon Valley" in the tagline-it is memorable, attracts visitors, inspires pride and attracts business.

Local Feel, Global Scale is the best. It is true statement and underlines correct role of Santa Clara.

Most of us that live here do not want it to turn into a big city. We don't want it to be connected the "silicon valley."

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### Top Taglines from Survey

#### Where Silicon Valley Comes Together

- Top Choice for: "Represents how I feel about Santa Clara"; "Will attract business and development to Santa Clara"; "Will attract visitors to Santa Clara"; "Inspires pride in Santa Clara"

#### Find Your Mission Here

- Top Choice for: "Is memorable"; Close second for "Inspires pride in Santa Clara"

#### Local Feel, Global Scale

- Close second for "Represents how I feel about Santa Clara"

#### The Center of What's Possible

- Consistently higher scores than remaining three taglines

## Conclusions from Tagline Research

Our tagline research extended beyond the survey. We also took into consideration opinions we heard at the employee and public forums held in September.

- Including reference to the mission only works when the line has the right tone. People liked the ambitious call to “Find Your Mission Here,” but didn’t prefer the collective spirit of “Your Mission is Our Mission.”
- When we looked at the results of the business community in isolation, they mirrored the same preferences of the total group of respondents.
- We included an option with a mention of Silicon Valley because we wanted to test the reaction to it. However, as was discussed in the open forums and with the Marketing Committee, it is very limiting. The majority of cities in the area use mentions of it in their taglines (San Jose: “Capital of Silicon Valley,” Cupertino: “Heart of the Valley”) and it is not a differentiator. Also, as commenters noted, the Valley’s values aren’t perfectly aligned to Santa Clara’s values.
- As typically happens in surveys of this nature, many respondents wanted to make sure it was noted that brand updates must happen alongside improvements to the city overall.

## DESIGN THOUGHT STARTERS

## Where Design Meets Taglines

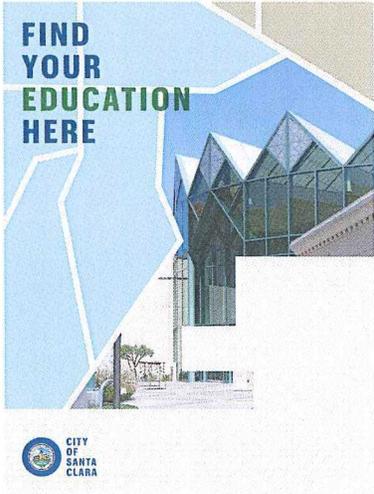
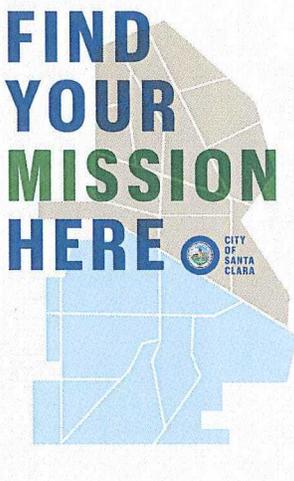
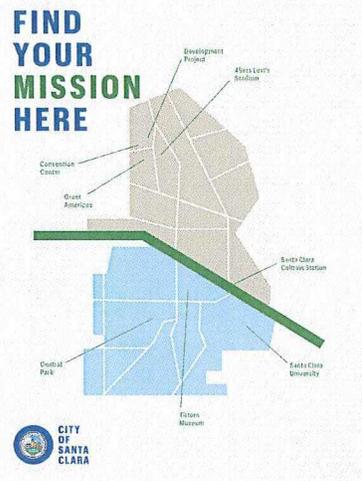
To help choose among the options, our creative teams explored preliminary design concepts inspired by the top taglines. Design and taglines are inextricably linked and should be considered together.

What follows are preliminary explorations, NOT final design concepts. After this week's decisions, we will move into full design development, creating 4 to 6 design options for an identity system that delivers on our strategy and incorporates the chosen tagline(s).

Taglines Explored:

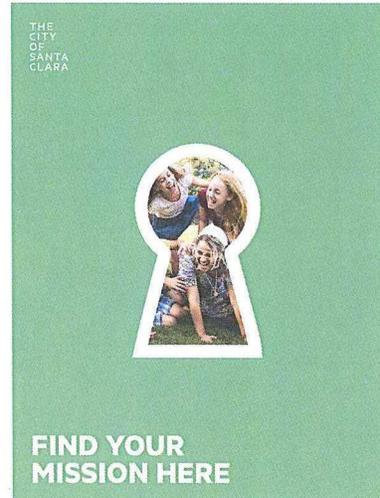
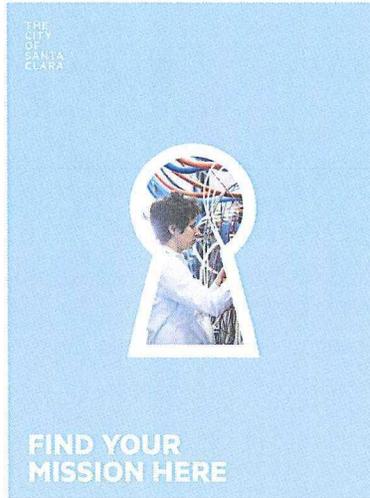
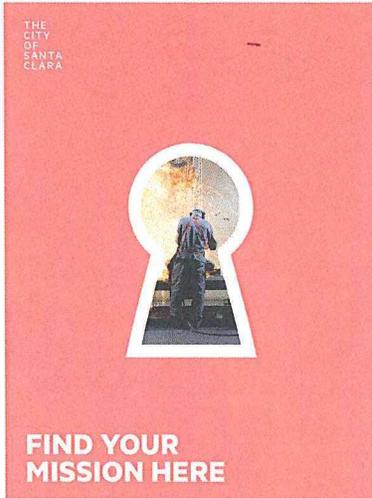
- Find Your Mission Here
- The Center of What's Possible
- Local Feel, Global Scale

## FIND YOUR MISSION HERE DIRECTION 01



Attachment. Branding Survey Results and Tagline Presentation

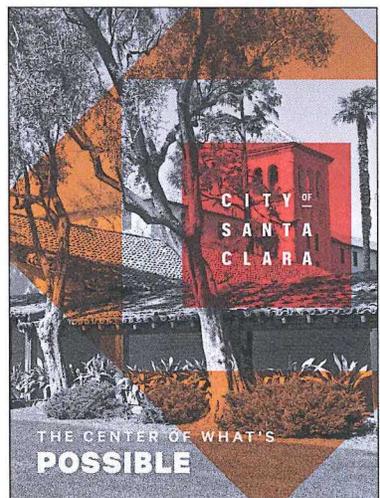
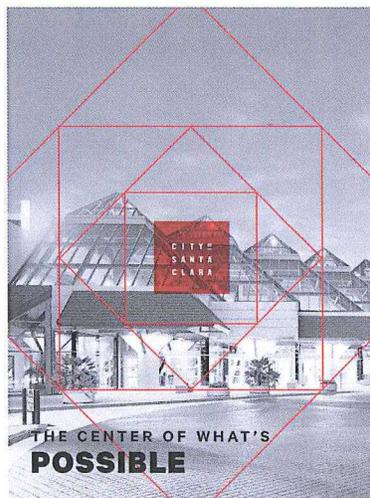
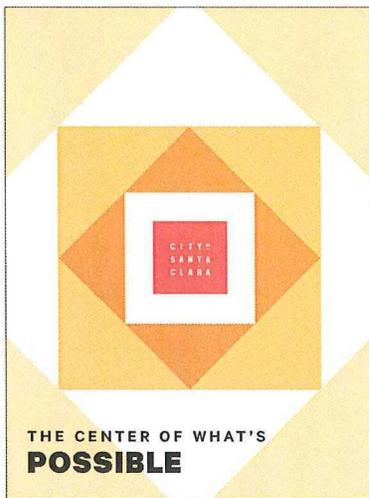
**FIND YOUR MISSION HERE**  
DIRECTION 02



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**THE CENTER OF WHAT'S POSSIBLE**  
DIRECTION 01

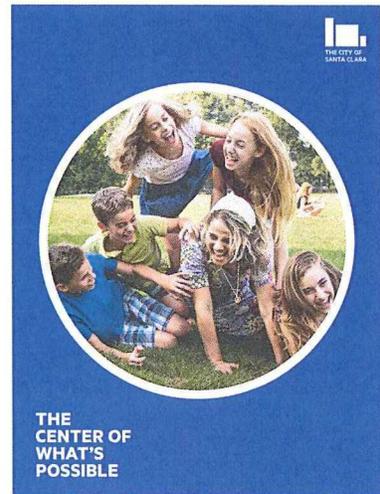
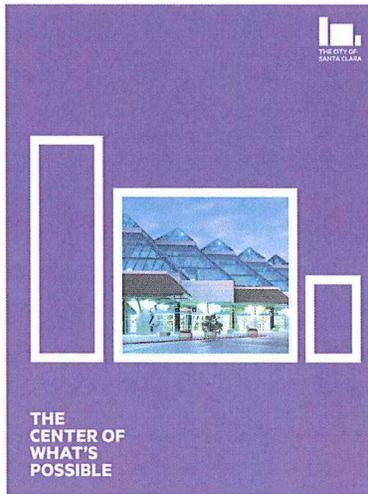
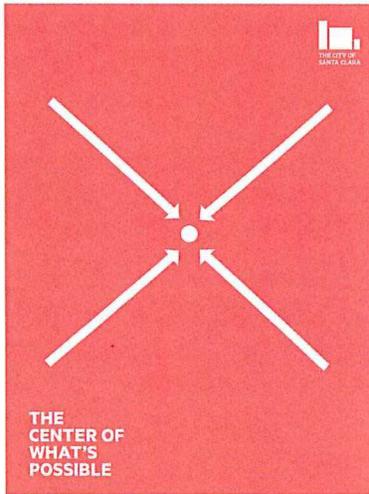


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# Attachment. Branding Survey Results and Tagline Presentation

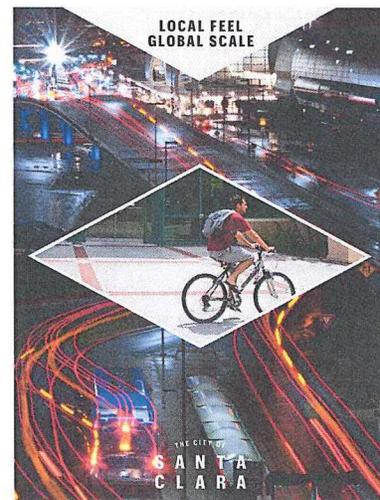
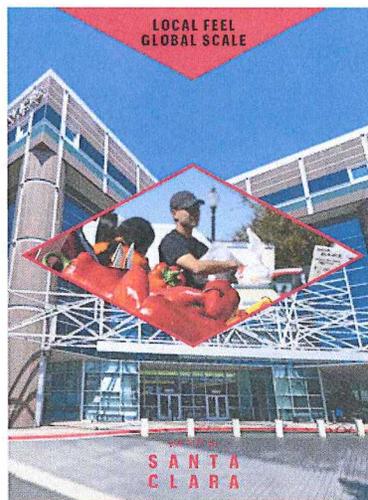
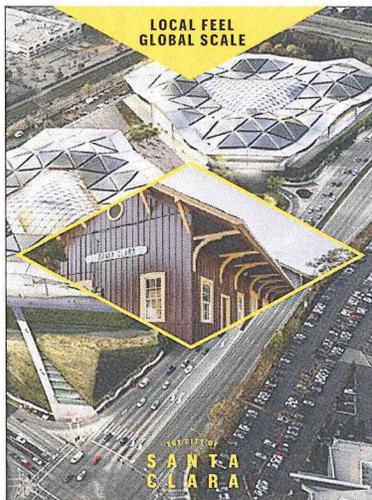
## THE CENTER OF WHAT'S POSSIBLE DIRECTION 02



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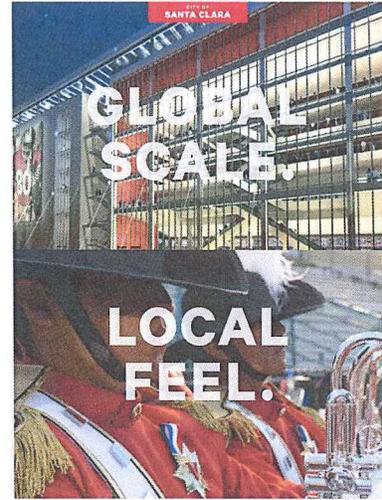
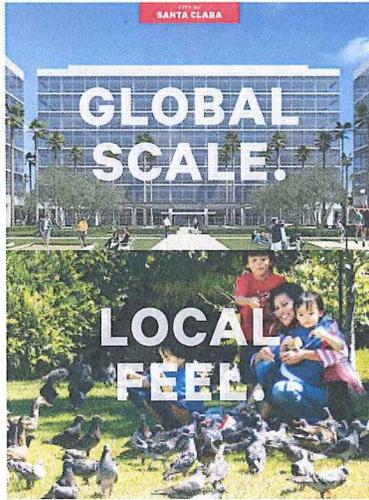
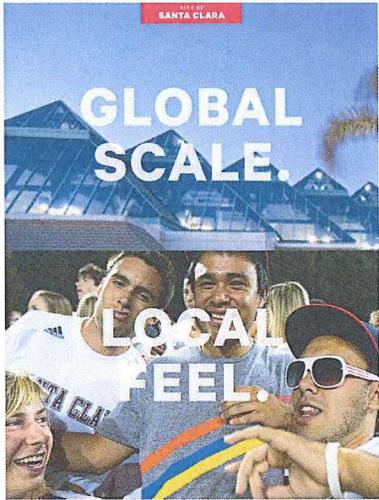
## LOCAL FEEL, GLOBAL SCALE DIRECTION 01



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**LOCAL FEEL, GLOBAL SCALE**  
DIRECTION 02



RED PEAK GROUP

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## Conclusions from Design Exploration

The creative team feels very confident that the brand positioning of centrality can be expressed in a variety of interesting ways. We also reached other realizations in this preliminary exploration:

1. "Find Your Mission Here" was particularly fertile. It expressed a confident message and allowed for a modern visual expression to accompany "The Mission City." It also has some very exciting flexibility to speak to all of our targets in the form of the "Find Your \_\_\_\_\_ Here" construct.
2. "The Center of What's Possible" lends itself to more visually striking graphic treatments that make the impact of the statement even more powerful, and is an aspirational line suited to many different targets and messages.
3. "Local Feel, Global Scale" was much more limited in its creative expression than the other lines. It's more rigid and doesn't have as much long term potential. We feel we can allude the idea of duality (that many people expressed a preference toward) in the designs or copy without making it the tagline.

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## NARROWING TAGLINE OPTIONS

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### Recommendations

Based on community and employee feedback in the public forums, the survey and our design exploration, Red Peak and the Marketing Committee recommend the following two taglines to enter the design phase:

CITY OF SANTA CLARA  
**Find Your Mission Here**

CITY OF SANTA CLARA  
**The Center of What's Possible**

RED PEAK GROUP

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# Attachment. Branding Survey Results and Tagline Presentation

## Rationale

Both taglines have a lot of design potential, are differentiated for the area and reflect the spirit and goals of the city. Remember, either line will appear in the context of a campaign, giving them additional support and strength.

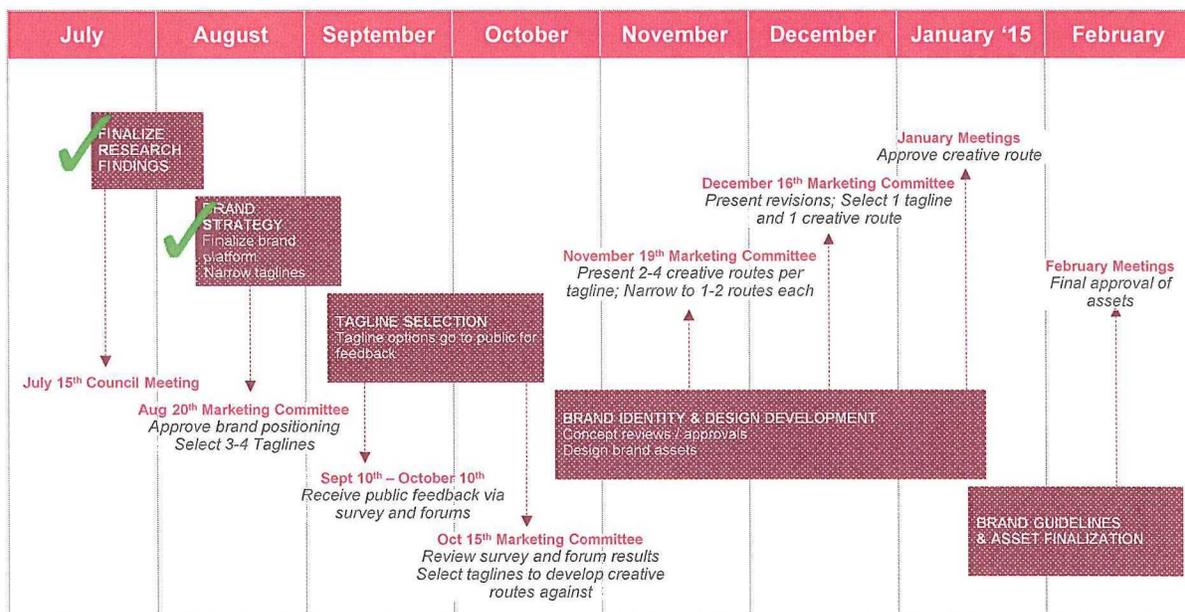
### Find Your Mission Here

- As Santa Clara changes, this line speaks in an assertive, compelling way to businesses while still tying back to Santa Clara's heritage.
- In open-ended responses, there was a real fondness expressed by those who chose this line as their favorite. They loved the duality of the word "mission."
- This was also ranked the most memorable tagline, arguably the most important characteristic of a tagline.

### The Center of What's Possible

- This line speaks directly to our centrality strategy and acknowledges Santa Clara's bright future and rich past.
- The Harvard Research that suggested heavy emphasis on Santa Clara's role as a Hub or Nexus of the area. This tagline most closely aligns to that finding.

## Next Steps



10/28/14

# CLOSED SESSION NOTICE

City of Santa Clara, California

6:30pm



The **CITY COUNCIL OF THE CITY OF SANTA CLARA** will meet in closed session on **Tuesday, October 28, 2014, at 6:30 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 LABOR NEGOTIATORS**  
Pursuant to Gov. Code § 54957.6  
**City designated representatives:** 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)  
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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 Gov. Code § 54956.8  
**Property:** transmission facilities and entitlements connecting the Westwing Substation, 11400 W Hatfield Road, Peoria, Arizona, to the midpoint of the Victorville-Lugo transmission line  
**Negotiating Party:** Phillip C. Grigsby, Duke-American Transmission Company, 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 LEGAL COUNSEL-EXISTING LITIGATION**  
Pursuant to Gov. Code § 54956.9(a)  
*Northern California Power Agency, et al. v. The United States*, United States Court of Federal Claims No. 14-817C
- 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: October 24, 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, October 28, 2014, at 6:30 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: October 24, 2014

A handwritten signature in black ink, appearing to read "R. Nosky".

---

RICHARD E. NOSKY, JR.  
Successor Agency Counsel

1008/14

3A

**MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA  
FOR REGULAR MEETING HELD ON TUESDAY EVENING, SEPTEMBER 30, 2014**

The City Council of the City of Santa Clara, with a quorum present, met at 6:00 pm in the City Hall Council Chambers. With no public comment, the Council then met for a Closed Session in the Council Conference Room for Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representatives: 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 104-03-036, APN 104-03-038, APN 104-03-039, APN 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 104-43-004, 4701 Great America Pkwy, Santa Clara; Negotiating Party(ies): Michael Carlin, San Francisco Public Utilities Commission (SFPUC); 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 097-05-097 (23 acres on the northwest corner of Lick Mill Blvd and Hope Drive), APN 097-83-001 (11 acres on the east side of Lick Mill Blvd at Hope Drive) and APN 097-05-105 (10 acres on the west side of Lick Mill Blvd, 1,300 feet north of Hope Drive); Negotiating Party(ies): The Shimon Ben Joseph Foundation (Interland); City/Agency Negotiators: Julio J. Fuentes, Contract Administrator (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); *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; Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(c) - Potential initiation of

litigation; Number of potential cases: 1; 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 of Superior Court Case No. 34-2013-80001396; and Governing Board of the Successor Agency to the City of Santa Clara Redevelopment Agency Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(c) - Potential initiation of litigation; Number of potential cases: 1 (City Attorney - 09/26/14).

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, City Attorney and City Clerk/Auditor.

- 4A. As a Special Order of Business, the Council proceeded with the recognition of those who recently participated in the exchange program coordinated by the Santa Clara Sister Cities Association (SCSCA) (Management Analyst to the City Manager - 09/24/14). Yuki Ikezi, Vice-President of SCSCA, addressed the Council with general comments with regard to the exchange program and then introduced Erin Ulrich and Katie Knowles who recently traveled to Izumo, Japan. In turn, Ms. Ulrich and Ms. Knowles addressed the Council with an electronic presentation, including photographs of the trip, and with comments of gratitude for the opportunity. Photographs were then taken.
- 6A.1 MOTION was made by Davis, seconded and unanimously carried, that per the Director of Finance/Assistant City Manager's memo (09/16/14), the Council accept the Monthly Financial Status Reports for the month of July 2014.
- 6A.2 MOTION was made by Davis, seconded and unanimously carried, that per the City Manager's memo (09/23/14), the Council note and file the Departmental Activity Report for the month of July 2014.

- 6A.3 MOTION was made by Davis, seconded and unanimously carried, that per the Management Analyst's memo (09/22/14), the Council **approve**, and authorize the publication, the November 2014 Mission City SCENES.
- 6B.1 MOTION was made by Davis, seconded and unanimously carried, that per the Director of Electric Utility's memo (09/17/14), the Council **approve**, and authorize the City Manager to execute, a Real Estate Lease Agreement with Apple, Inc. to allow the use of a vacant land-locked parcel for a temporary construction laydown yard and storage for a three-year period at the Old Warren School site at 250 Howard Drive (APN 316-17-023).
- 6C.1 MOTION was made by Davis, seconded and unanimously carried, that, per the Acting Housing and Community Services Division Manager's memo (09/16/14), the Council **note and file** the Informational Memo entitled, "Notice of November 18, 2014 for Public Hearing to obtain public comments of the City's Housing and Community needs for its Five-Year Consolidated Plan (2015-2020) and FY 2015-16 Annual Plan for Use of Federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) Entitlement Funds and publication of Notice of Public Hearing and on a Substantial Amendment to the Citizen Participation Plan for Federal Entitlements".
- 7A. Under Board and Commissions for Action, the Council proceeded to consider the recommendation of the Parks and Recreation Commission contained within the Minutes for the meeting of August 19, 2014, including to formally engage the Santa Clara Unified School District and Kings Academy to explore installation of synthetic turf in exchange for a facility use agreement that allows additional City and community sports usage at the following facilities: Santa Clara High School, Adrian Wilcox High School, Townsend Field, Washington Ball Field and Kings Academy. The Director of Parks and Recreation answered Council questions and Council comments were made. Michael O'Halloran and Deborah Bress addressed the Council with general comments. MOTION was made by Davis, seconded and unanimously carried, that the Council **approve** the recommendation contained within the Minutes for the meeting of August 19, 2014, including to formally engage the Santa Clara Unified School District and Kings Academy to explore installation of synthetic turf in exchange for a facility use agreement that allows additional City and community sports usage at the following

facilities: Santa Clara High School, Adrian Wilcox High School, Townsend Field, Washington Ball Field and Kings Academy and **note and file** the Minutes. By consensus, the Council referred to and directed the City Manager to research additional shared use sites.

9. Under Public Presentations, Kayla Haley, Carly Sherman and Paul Hepfer made comments promoting the Applied Materials Silicon Valley Turkey Trot to be held Thanksgiving Day.

Josue Garcia, Building Trades Council, and Bill Guthrie, UA Local 393 Plumbers & Pipefitters made comments of gratitude to the City for the partnership during the construction of Levi's Stadium.

John Marinshaw made comments expressing concern regarding municipal processes.

Deborah Bress made comments expressing concern regarding the Council's consideration of the establishment of the Development Park Fee Schedule.

- 10A. **MOTION** was made by Mahan, seconded and unanimously carried, that, per the Director of Finance/Assistant City Manager's memo (09/04/14), the Council **approve** the **Fiscal Year 2013-14 Budget Appropriations** as follows: a) General Fund: Transfer \$498,944 between departmental account categories including \$24,486 between departments; b) Automotive Services Fund: Transfer \$5,499 between account categories; c) Cemetery Fund: Transfer \$56,059 between account categories; d) Electric Utility Funds: Transfer \$1,395,604 from various project accounts to the New Business Estimated Work Project (591-2005) and transfer \$19,745 between account categories; e) Workers' Compensation Insurance Internal Service Fund: transfer \$58,536 from the Working Capital Reserve to meet the \$2.5 million reserve requirement; f) Water Utility Fund: Transfer \$290,000 between account categories; and g) Parks and Recreation Senior Center Rehabilitation (CIP 532-3005): Transfer of \$2,302 from other work order projects.

- 10B. **MOTION** was made by Mahan, seconded and unanimously carried, that, per the Assistant City Manager's memo (09/22/14), the Council **note and file** the **2013-2015 Council Strategic Plan September 2014 update** of the **Six-Month Strategic Objectives** from **July 1, 2014 through December 1, 2014.**

11A. MOTION was made by Davis, seconded and unanimously carried, that the Council **approve** the bills and claims and Progress Payments.

12A. Under Reports of Councilors and Special Council Committees, Mayor Matthews reported on his attendance, with Council Member O'Neill, at the State of the 25<sup>th</sup> Assembly District Address and Awards Ceremony. At the event, Mayor Matthews presented Kathleen Watanabe with the 2014 Local Hero Award for her efforts, most notably with the Northside Branch Library. Council Member O'Neill also noted that the Santa Clara Family and Friends received the Non-Profit of the Year Award. Mayor Matthews also reported on his attendance at the 10th Annual Ice Cream Social of the South of Forest Neighborhood Association.

Council Member Gillmor reported that October is Goals-for-a-Cure month for the Santa Clara Sporting Club.

Mayor Matthews made general comments regarding October as Domestic Violence Awareness month and Assistant City Manager Tucker gave a brief presentation about conceptual ideas discussed in partnership with Next Door Solution to raise awareness.

13. Under City Manager reports, City Manager Fuentes reported that staff continues work on the development of a model for the establishment of the Development Park Fee Schedule.

14A. The City Attorney reported that, earlier this evening, the Council met for a Closed Session in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representatives: 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) and there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-03-036, APN 104-03-038, APN 104-03-039, APN 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) and there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-43-004, 4701 Great America Pkwy, Santa Clara; Negotiating Party(ies): Michael Carlin, San Francisco Public Utilities Commission (SFPUC); City Negotiator: Julio J. Fuentes, City Manager (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and there was no reportable action; Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 097-05-097 (23 acres on the northwest corner of Lick Mill Blvd and Hope Drive), APN 097-83-001 (11 acres on the east side of Lick Mill Blvd at Hope Drive) and APN 097-05-105 (10 acres on the west side of Lick Mill Blvd, 1,300 feet north of Hope Drive); Negotiating Party(ies): The Shimon Ben Joseph Foundation (Interland); City/Agency Negotiators: Julio J. Fuentes, Contract Administrator (or designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and there was no reportable action; 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 of Superior Court Case No. 34-2013-80001396 and there was no reportable action; Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(c) - Potential initiation of litigation; Number of potential cases: 1 and there was no reportable action; 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 of Superior Court Case No. 34-2013-80001396 and there was no reportable action; and Governing Board of the Successor Agency to the City of Santa Clara Redevelopment Agency Conference with Legal Counsel-Anticipated Litigation pursuant to Government Code Section 54956.9(c) - Potential initiation of litigation; Number of potential cases: 1 and there was no reportable action.

- 14B. **MOTION** was made by Davis, seconded and unanimously carried, that, per the City Attorney's memo (09/26/14), the Council **set October 14, 2014** at 6:00 pm for a Closed Session in the Council Conference Room for a Conference with Labor Negotiators pursuant to Government Code Section 54957.6; City designated representatives: 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) and 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.

- 15A. MOTION was made by Davis, seconded and unanimously carried, that, there being no further business, the Council adjourn the meeting at 7:41 pm to Tuesday evening, October 14, 2014 at 6:00 pm for a Closed Session in the Council Conference Room and to 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

ATTEST: \_\_\_\_\_  
City Clerk

APPROVE: \_\_\_\_\_  
Mayor



**Date:** October 15, 2014

**To:** City Manager

**From:** City Clerk/Auditor

**Subject:** Special Order of Business: Interviews and Appointment to Fill One Partial Term Vacancy on the Historical and Landmarks Commission

**EXECUTIVE SUMMARY:**

Four applications were received for the vacancy on the Historical and Landmarks Commission for the partial term ending June 30, 2016. Pursuant to Council policy, applicants to fill vacancies on the Historical and Landmarks Commission are interviewed before a scheduled Council meeting. The applicants are scheduled to be interviewed at 6:00 pm on October 28, 2014 in City Hall at the Reception Lobby area adjacent to the City Clerk's office. The applications are attached for your review.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

An advantage is that the appointment of one member is required to complete a full Commission. There are no disadvantages.

**ECONOMIC/FISCAL IMPACT:**

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

**RECOMMENDATION:**

That the Council:

1. Appoint one applicant to fill the vacancy on the Historical and Landmarks Commission for the partial term ending June 30, 2016.

Rod Diridon, Jr.  
City Clerk/Auditor

APPROVED:

Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) *Summary of Applicants*
- 2) *Applications*



# SUMMARY OF APPLICANTS



## HISTORICAL AND LANDMARKS COMMISSION

	<u>First Name</u>	<u>Last Name</u>
1	Robert	Estes
2	Kevin	Heller
3	Ujjal	Singh
4	Ella Mae	Zeman

SEP 23 2014



APPLICATION  
 BOARD, COMMISSIONS AND COMMITTEE City Clerk's Office  
 CITY OF SANTA CLARA City of Santa Clara



Submit Completed Applications to: City Clerk's Office  
 1500 Warburton Avenue, Santa Clara, California 95050  
 Telephone: 1-408-615-2220 Email: [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov)

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Board/Commission/Committee Applying For: Historical and Landmarks Commission

Name: Robert Stephen Estes

Address: [REDACTED] City: Santa Clara Zip: 95051

Telephone: Work: [REDACTED] Home: [REDACTED]

Email: [REDACTED] Fax: none

Are you eligible to register to vote in Santa Clara? Yes

Are you a registered voter of Santa Clara? Yes How long? 31 years

Have you attended a meeting of this Board/Commission/Committee? Yes

Present Employer: [REDACTED]

Job Title: [REDACTED]

Previous Governmental Bodies/Elective Offices Applicant has served	Position/Office Held	Dates
none		
Civic or Charitable Organizations To which Applicant has belonged	Position Held	Dates
Third Street Community Center, San Jose, CA	Co-founder, CFO, Secretary	1997-2000

Special Interests/Hobbies/Talents: Process design, documentation, controlled vocabularies, architecture, home-improvement (electrical, plumbing, construction, etc.), neighborhood preservation, open space, cycling, theater, astronomy, Yoga

College, Professional, Vocational, Schools attended	Major Subject	Dates	Degree/Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\*NOTE: ALL INFORMATION PROVIDED WILL BE PUBLIC INFORMATION.

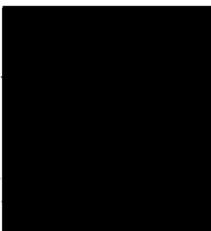
Special awards or recognition received: U.S. Patent granted January, 2007, in the field of information security.  
Patent filed July, 2014, in the field of data management.

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board: (Attach second page if necessary)

Since 1985 I've attended meetings of the City Council, the Planning Commission, the Architecture Committee, and the Historical and Landmarks Commission quite a few times in the interest of neighborhood preservation. Each experience has taught the importance of fair, transparent, consistent and predictable process, at every level.

Our character is positively formed in the presence of prior generations' contributions to the built environment. Our distinctive neighborhoods are the treasure of our City, providing "sense of place" within the urban-suburban expanse. I would like to serve on the HLC to support the quality of life in and reputation of the City of Santa Clara.

Any other information which you feel would be useful to the City Council in reviewing your application:

 You might have seen my neighbors and me at City Hall. We live in the Mid-century Modern development around Maywood Park. Our houses were designed by Anshen and Allen, the Park by Robert Royston, and the community building by Claude Stoller-- all famous architects.

Member of the National Trust for Historic Preservation  
Friend of Santa Clara Arts & Historical Consortium  
Member of Filoli Gardens  
Chair, Architectural Committee, Maywood Unit 4

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  No

If yes, please state name of Organization/Employment:

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises:  Yes

Have you ever been convicted of a felony or a misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions):  No

How did you hear about the opening on this Board/Commission/Committee? \_\_\_\_\_

At meetings of the HLC this summer a member of the public and a member of the HLC suggested that I apply.

Signature of Applicant: 

Date signed: Sept. 22, 2014



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

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SEP 19 2014

City Clerk's Office  
City of Santa Clara

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Name:

Address:

City:

State:  Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?  Yes  No  Unsure

Are you a registered voter of Santa Clara?  Yes  No  Unsure

Have you attended a meeting of this Board/ Commission/Committee?  Yes  No  Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Applicant has served:	Position/ Office Held:	Dates:
<input type="text" value="Na"/>	<input type="text" value="Na"/>	<input type="text" value="Na"/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

Rostro de cristo, amnesty international, habitat for humanity, l'arche, national park service, coast guard auxiliary

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Special Interests, Hobbies or Talents:

Running biking reading chess baking

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

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Special awards or recognition received:

UCSC star award; Parque Kevin Heller named after me in Ecuador

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Desire to serve; interested in honoring non-traditional folks

Any other information which you feel would be useful to the City Council in reviewing your application:

Live and work in santa clara; child attends school here

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

Yes

No

Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

Yes

No

Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

No

Signature of Applicant:

Kh

Date Signed:

09/18/14

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA  
City Clerk's Office 1500 Warburton Avenue  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

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SEP 26 2014

City Clerk's Office  
City of Santa Clara

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Name:

Address:

City:

State:  Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?  Yes  No  Unsure

Are you a registered voter of Santa Clara?  Yes  No  Unsure

Have you attended a meeting of this Board/ Commission/Committee?  Yes  No  Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

---

Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

---

Special Interests, Hobbies or Talents:

Interest in sports, traveling, reading etc.

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Historic monuments play extremely important role in our life & they must be protected, maintained and preserved. It's our responsibility to preserve them for our future generations. I have great interest in getting involved these type of activities.  
I attend couple of meeting in the last few months. I really liked the way these meetings are conducted to discuss and resolve so many issues. I am extremely interested in performing this role and serving the community.  
It also provides an opportunity to know about each other & help, share/resolve issues or concerns. I will try my best to perform my duties if I get a chance to server as a commission member.

Any other information which you feel would be useful to the City Council in reviewing your application:

I am extremely interested in performing this role. I will try my best to perform my duties if I get a chance to server as a commission member.

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

Signature of Applicant:

Date Signed:

**By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.**



APPLICATION  
BOARD, COMMISSIONS, AND COMMITTEE  
CITY OF SANTA CLARA  
City Clerk's Office 1500 Warburton Avenue,  
Santa Clara, California 95050  
Phone: 408-615-2220 E-mail: [Clerk@santaclaraca.gov](mailto:Clerk@santaclaraca.gov)

RECEIVED

SEP 03 2014

City Clerk's Office  
City of Santa Clara

\*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:  
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Historic & Landmark Commission

Name:

Ella Mae Zeman

Address:

[REDACTED]

City:

Santa Clara

State:

Ca.

Zip Code:

95050

E-mail Address:

[REDACTED]

Primary Phone Number

[REDACTED]

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?

Yes

No

Unsure

Are you a registered voter of Santa Clara?

Yes

No

Unsure

Have you attended a meeting of this Board/  
Commission/Committee?

Yes

No

Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices  
Applicant has served:

Position/ Office Held:

Dates:

[Empty box for Previous Governmental Bodies/ Elective Offices]

[Empty box for Position/ Office Held]

[Empty box for Dates]

[Empty box for Previous Governmental Bodies/ Elective Offices]

[Empty box for Position/ Office Held]

[Empty box for Dates]

[Empty box for Previous Governmental Bodies/ Elective Offices]

[Empty box for Position/ Office Held]

[Empty box for Dates]

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Civic or Charitable Organizations to which Applicant has belonged:

Position(s) Held:

Dates:

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Special Interests, Hobbies or Talents:

historical buildings and history of Santa Clara gardening rocks

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College, Professional, Vocational Schools attended:

Major Subject:

Degree/Dates:

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Special awards or recognition received:

[Redacted]

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

I would want to help save some of our last historical remnants. To enlighten the minds of persons that self gradification isn't always good that we have to think of the future.

Any other information which you feel would be useful to the City Council in reviewing your application:

I have been a long time resident of Santa Clara as a home owner not just a developer of land. This is not the land of the developers delight!

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?  Yes  No  Unsure

If yes, please name the Organization or Employment.

[Redacted]

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?  Yes  No  Unsure

Have you ever been convicted of a felony or misdemeanor? Do not list any misdemeanor settled in juvenile court. (If yes, explain convictions)

[Redacted]

Signature of Applicant: Ella Mae Zeman

Date Signed: 09/03/14

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.

Meeting Date: 10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-1



**Date:** October 6, 2014  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Approval to Set the Salary for Resource Analyst II Candidate Peter Virasak at Step 4 of the Salary Range

**EXECUTIVE SUMMARY:**

The Electric Department has recently conducted interviews to fill the vacant Resource Analyst II position. Mr. Peter Virasak demonstrated the strongest skillset as it applies to the Electric Division's requirements for the Resource Analyst II position. He has over nine (9) years of direct experience in the interest area of this position, which includes settlements in the resource power back office. For these reasons, Mr. Virasak is being recommended for the Resource Analyst II position at Step 4.

**ADVANTAGES AND DISADVANTAGES OF ISSUE:**

Hiring Mr. Virasak at Step 4 will ensure a well-qualified candidate fills the current Resource Analyst II vacancy in the Resources Division of the Electric Department.

**ECONOMIC/FISCAL IMPACT:**

Funds are available in the current budget to hire Mr. Virasak at Step 4.

**RECOMMENDATION:**

That Council approve setting the salary for Resource Analyst II position candidate Peter Virasak at Step "4" of the salary range for A-35.

Approval Recommended:

John C. Roukema  
Director of Electric Utility

Elizabeth C. Brown  
Director of Human Resources

APPROVED

Julio J. Fuentes  
City Manager

*Documents Related to this Report: None*

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7A2

City of Santa Clara, California



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Director of Finance/Assistant City Manager  
**Subject:** Acceptance of the Monthly Financial Status Reports for August 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 August 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:

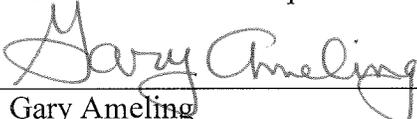
These reports provide monthly revenues and expenditures summaries and summary investment schedules.

## ECONOMIC/FISCAL IMPACT:

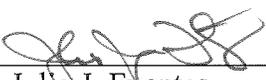
Costs associated with the regular preparation of these reports are included in the General Fund Operating Budget.

## RECOMMENDATION:

That the Council accept the Monthly Financial Status Reports for August 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 August 2014*

**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**

**August 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  
as of August 31, 2014**

Fund Description	Fund #	EXPENDITURES			REVENUES		
		Appropriations <sup>(1)</sup>	Expenditures To Date	Unexpended Balance	Budgeted Resources <sup>(2)</sup>	Receipts and Net Transfers In/(Out) To Date <sup>(3)</sup>	Unrealized (Unanticipated) Revenue
General Fund	001	\$ 169,153,192	\$ 26,475,343	\$ 142,677,849	\$ 169,153,192	\$ 18,288,801	\$ 150,864,391
Downtown Parking Mtce.	025	191,846	18,224	173,622	191,846	177,800	14,046
Convention Center Mtce.	026	1,375,711	248,135	1,127,576	1,375,711	635,714	739,997
Public Facilities Corp. Debt	431	2,505,934	-	2,505,934	2,505,934	2,505,934	-
Vehicle Equipment	050	5,990,492	1,156,008	4,834,484	5,990,492	3,766,394	2,224,098
Automotive Services	053	4,205,645	714,137	3,491,508	4,205,645	734,812	3,470,833
Senior Nutrition Program	111	174,281	23,157	151,124	174,281	13,538	160,743
Communications Tech. Srv.	047	66,894	7,941	58,953	66,894	66,894	-
Communications Equip.	048	463,919	-	463,919	463,919	77,320	386,599
Electric Utility Funds	091/191	343,454,025	54,147,682	289,306,343	343,454,025	59,262,670	284,191,355
Electric Utility Debt	491	15,022,394	9,608,028	5,414,366	15,022,394	8,895,133	6,127,261
Water Utility Fund	092	33,935,797	5,077,025	28,858,772	33,935,797	5,780,858	28,154,939
Sewer Utility Fund	094	18,775,471	4,059,825	14,715,646	18,775,471	(7,821,713)	26,597,184
Cemetery	093	851,186	185,135	666,051	851,186	351,312	499,874
Solid Waste Utility Fund	096	19,326,516	2,457,331	16,869,185	19,326,516	2,755,756	16,570,760
Water Recycling Program	097	3,033,501	512,939	2,520,562	3,033,501	870,250	2,163,251
Sewer Utility-Debt Services	494	1,140,000	-	1,140,000	1,140,000	1,140,000	-
<b>TOTAL</b>		<b>\$ 619,666,804</b>	<b>\$ 104,690,910</b>	<b>\$ 514,975,894</b>	<b>\$ 619,666,804</b>	<b>\$ 97,501,473</b>	<b>\$ 522,165,331</b>

(1) - Budgeted appropriations include encumbered 6-30-14 appropriations plus FY14-15 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  
as of August 31, 2014**

Fund Description	Fund #	EXPENDITURES			REVENUES		
		Appropriations <sup>(1)</sup>	Expenditures To Date	Unexpended Balance	Budgeted Resources <sup>(2)</sup>	Receipts and Net Transfers In/(Out) To Date <sup>(3)</sup>	Unrealized (Unanticipated) Revenue
Street Beautification	531	\$ 1,416,468	\$ 157,756	\$ 1,258,712	\$ 1,416,468	\$ 1,416,468	\$ -
Parks & Recreation	532	4,078,213	129,488	3,948,725	4,078,213	3,834,009	244,204
Streets & Highways	533	9,466,646	698,881	8,767,765	9,466,646	2,653,647	6,812,999
Section 2105 Gas Tax	521	1,147,992	219,985	928,007	1,147,992	812,211	335,781
Major City Streets	522	3,129,511	13,974	3,115,537	3,129,511	2,502,665	626,846
Section 2103 Gas Tax	523	2,364,436	-	2,364,436	2,364,436	1,838,810	525,626
Select City Streets	524	1,510,602	67,668	1,442,934	1,510,602	1,252,646	257,956
Traffic Mitigation	525	14,936,609	276,354	14,660,255	14,936,609	12,277,545	2,659,064
Street Lighting	534	7,421,972	31,035	7,390,937	7,421,972	7,205,901	216,071
Storm Drain	535	3,911,572	554,197	3,357,375	3,911,572	3,809,273	102,299
Fire	536	555,381	8,876	546,505	555,381	562,738	(7,357)
Library	537	647,430	-	647,430	647,430	647,430	-
Public Buildings	538	2,096,344	188,410	1,907,934	2,096,344	2,096,344	-
General Govmnt - Other	539	12,102,717	474,598	11,628,119	12,102,717	22,988,896	(10,886,179)
Community Services	562	4,252,688	273,323	3,979,365	4,252,688	(33,770)	4,286,458
Electric Utility	591	115,455,045	11,961,209	103,493,836	115,455,045	112,378,018	3,077,027
Water Utility	592	14,510,635	493,048	14,017,587	14,510,635	13,527,743	982,892
Cemetery	593	97,822	-	97,822	97,822	97,822	-
Sewer Utility	594	45,235,996	4,305,582	40,930,414	45,235,996	20,720,961	24,515,035
Solid Waste Utility	596	703,169	39,355	663,814	703,169	682,377	20,792
Water Recycling Prgm.	597	572,094	128,808	443,286	572,094	572,094	-
University Project Area CIP	938	-	-	-	-	-	-
Bayshore North Proj Area CIP	939	1,869,669	-	1,869,669	1,869,669	1,790,247	79,422
<b>TOTAL</b>		<b>\$ 247,483,011</b>	<b>\$ 20,022,547</b>	<b>\$ 227,460,464</b>	<b>\$ 247,483,011</b>	<b>\$ 213,634,075</b>	<b>\$ 33,848,936</b>

(1) - Budgeted appropriations include unexpended 6-30-14 appropriations plus FY14-15 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 August 31, 2014**

TOTAL - ALL FUNDS CASH POSITION

Cash - Active	\$ 20,792,488
Savings & Investments	<u>567,701,049</u>
<b>TOTAL</b>	<b><u><u>\$ 588,493,537</u></u></b>

DETAIL OF SELECTED FUND CASH BALANCES:

	<u>ELECTRIC</u>	<u>WATER</u>	<u>SEWER</u>	<u>SELECTED CONTINGENCY RESERVE</u>
Operating Cash	\$ 47,326,861	\$ 9,285,579	\$ 6,452,104	
Construction Cash	105,210,943	15,485,175	45,654,890	
Replacement & Improvement		303,090	1,507,553	
Water Conservation		3,125		
Green House Gas	3,383,158			
Renewable Energy Reserve	5,543,005			
Rate Stabilization Fund Reserve	25,000,000			
Cost Reduction Fund Reserve	52,258,577			
DVR Power Plant Contracts Reserve	5,078,163			
Working Capital (Emergency) Reserve				\$ 17,603,742
Capital Projects Reserve				5,733,534
Building Inspection Reserve				6,047,875
Non-Expendable Land Proceeds				79,411,212
<b>TOTALS</b>	<b><u><u>\$ 243,800,707</u></u></b>	<b><u><u>\$ 25,076,969</u></u></b>	<b><u><u>\$ 53,614,547</u></u></b>	<b><u><u>\$ 108,796,363</u></u></b>

**CITY OF SANTA CLARA  
SUMMARY OF PORTFOLIO**

All securities held by the City of Santa Clara as of August 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 August 31, 2014.

	<u>BOOK VALUE</u>	<u>PERCENTAGE</u>
City	\$520,125,793	98.77%
SA	5,129,437	0.97%
SOSA	396,308	0.08%
HA	<u>937,869</u>	<u>0.18%</u>
Unrestricted	\$526,589,407	100.00%
Restricted Bond Proceeds	<u>41,111,642</u>	
Total	<u>\$567,701,049</u>	

Not shown above are the Stadium Authority funds held in separate bank accounts totaling \$5,495,167 on August 31, 2014.

On August 31, 2014 the principal cost and market value of the City's unrestricted pooled cash portfolio were \$526,589,407 and \$525,392,952, respectively. In addition, the accrued interest was \$975,295.

Investment Strategy and Market Update

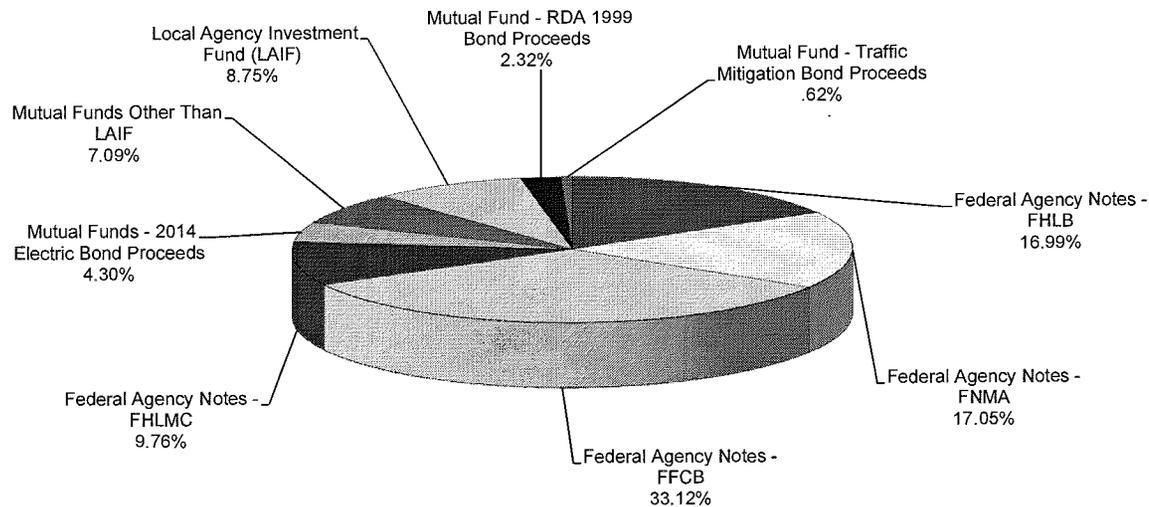
The City's investment strategy for August 2014 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides the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

As of August 31, 2014, City's portfolio consists of approximately 77% 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 2.13 years and the City's portfolio yield vs. the 12-month average yield of two-year Treasury Notes was as follows:

<u>PERIOD</u>	<u>CITY'S PORTFOLIO RETURN</u>	<u>BENCHMARK RETURN</u>	<u>AVERAGE DAYS TO MATURITY</u>
August 2014	0.68%	0.38%	777
July 2014	0.69%	0.38%	821
August 2013	0.76%	0.28%	1,072

**CITY OF SANTA CLARA  
SUMMARY OF INVESTMENTS AUGUST 31, 2014**

<u>INVESTMENT TYPE</u>	<u>BOOK VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	\$ -	0.00%	No Limit
Federal Agency Notes - FHLB	96,469,539	16.99%	No Limit
Federal Agency Notes - FNMA	96,773,572	17.05%	No Limit
Federal Agency Notes - FFCB	188,072,453	33.12%	No Limit
Federal Agency Notes - FHLMC	55,390,770	9.76%	No Limit
Mutual Fund - 2014 Electric Bond Proceeds	24,435,516	4.30%	15%
Mutual Funds Other Than LAIF	40,227,652	7.09%	10% Per Fund
Local Agency Investment Fund (LAIF)	49,655,421	8.75%	\$50 M
Mutual Fund - Redevelopment Agency (RDA) 1999 Bond Proceeds	13,165,800	2.32%	No Limit
Mutual Fund - Traffic Mitigation Bond Proceeds	3,510,326	0.62%	No Limit
<b>TOTAL INVESTMENTS</b>	<b>\$ 567,701,049</b>	<b>100.00%</b>	

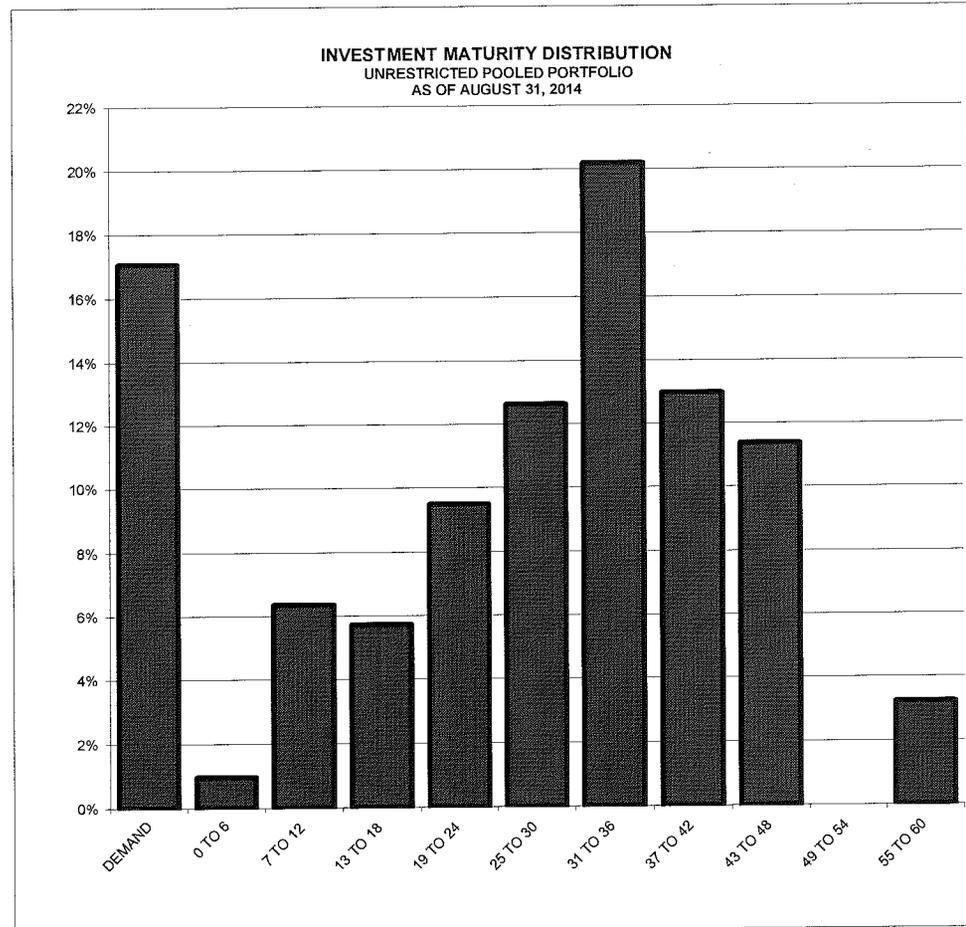


**INVESTMENT MATURITY DISTRIBUTION  
AS OF AUGUST 31, 2014  
UNRESTRICTED POOLED PORTFOLIO**

<u>MATURITY (IN MONTHS)</u>	<u>BOOK VALUE</u>	<u>NUMBER OF INVESTMENTS</u>	<u>DISTRIBUTION</u>
DEMAND	\$ 89,883,073 (a)	2	17.07%
0 TO 6	5,003,591	1	0.95%
7 TO 12	33,500,471	6	6.36%
13 TO 18	30,107,371	3	5.72%
19 TO 24	49,929,997	5	9.48%
25 TO 30	66,591,309	7	12.65%
31 TO 36	106,322,355	11	20.19%
37 TO 42	68,406,990	8	12.99%
43 TO 48	59,886,624	6	11.37%
49 TO 54	-	0	0.00%
55 TO 60	16,957,625	3	3.22%
<b>TOTAL</b>	<b>\$ 526,589,407</b>	<b>52</b>	<b>100.00%</b>

Average Maturity of Unrestricted Pool: 2.13 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.

FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

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INVESTMENTS OUTSTANDING AS OF 08/31/14  
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 03/11/14 03/11/19	3130A0YV6	25	1	.7500	3,650,000.00	3,650,178.85	12,927.08	178.85
			25	000	.7500	3,650,000.00	100.0049000000	IDC	
A 17198	FHLB step-up 06/12/14 06/12/19	3130A1ZE1	25	1	1.0000	5,070,000.00	5,071,090.05	11,125.83	1,090.05
			25	000	1.0000	5,070,000.00	100.0215000000	IDC	
A 17199	FHLB step-up 06/26/14 06/26/19	3130A2AB2	25	1	1.3750	8,250,000.00	8,256,327.75	20,481.77	18,702.75
			26	000	1.4062	8,237,625.00	100.0767000000	IDC	
SUBTOTAL (Inv Type) 20 FHLB step-up			3.00%(M)		1.1284	16,970,000.00	16,977,596.65	44,534.68	19,971.65
					1.1435	16,957,625.00	100.0447650000		
A 17187	FHLB MEDIUM TERM NOTES 01/08/14 08/17/15	313378CN9	25	1	.6000	5,000,000.00	5,017,385.00	1,166.67	2,974.08
			25	000	.3105	5,014,410.92	100.3477000000	IDC	
A 17173	FHLB MEDIUM TERM NOTES 04/24/13 03/18/16	313382K85	25	1	.4500	10,000,000.00	10,000,490.00	20,375.00	
			25	000	.3903	10,011,856.47	100.0049000000	IDC	-11,366.47
A 17178	FHLB MEDIUM TERM NOTES 05/14/13 06/24/16	3133834R9	25	1	.3750	10,000,000.00	9,973,510.00	6,979.18	
			25	000	.4502	9,985,104.66	99.7351000000	IDC	-11,594.66
SUBTOTAL (Inv Type) 21 FHLB MEDIUM TERM NOTES			4.41%(M)		.4501	25,000,000.00	24,991,385.00	28,520.85	2,974.08
					.3982	25,011,372.05	99.9655400000		-22,961.13
A 17190	FHLB COUPON NOTES 01/10/14 06/12/15	313379ER6	25	1	.5000	3,560,000.00	3,570,089.04	3,906.11	2,659.22
			25	000	.2906	3,567,429.82	100.2834000000	IDC	
A 17177	FHLB COUPON NOTES 05/09/13 05/09/16	313382V75	25	1	.4500	10,000,000.00	9,973,710.00	14,000.00	
			30	000	.4500	10,000,000.00	99.7371000000	IDC	-26,290.00
A 17176	FHLB Coupon Notes 05/14/13 11/14/16	3135G0WY5	25	1	.5500	10,000,000.00	9,964,220.00	16,347.22	
			25	000	.5387	10,002,784.84	99.6422000000	IDC	-38,564.84
A 17157	FHLB COUPON NOTES 11/15/12 11/15/17	3133817D1	25	1	.9800	5,660,000.00	5,629,334.12	16,332.24	
			25	000	.9800	5,660,000.00	99.4582000000	IDC	-30,665.88
A 17197	FHLB COUPON NOTES 05/28/14 11/28/17	3134G54P7	25	1	1.3750	5,305,000.00	5,303,567.65	18,843.80	
			25	000	1.3457	5,310,305.00	99.9730000000	IDC	-6,737.35
A 17161	FHLB COUPON NOTES 12/28/12 12/28/17	313381LC7	25	1	.9500	10,000,000.00	9,899,630.00	16,625.00	
			25	000	.9500	10,000,000.00	98.9963000000	IDC	-100,370.00
A 17183	FHLB COUPON NOTES 06/20/13 06/20/18	313383EP2	25	1	1.2500	10,000,000.00	9,911,600.00	24,652.78	
			26	000	1.3538	9,960,021.91	99.1160000000	IDC	-48,421.91
SUBTOTAL (Inv Type) 22 FHLB COUPON NOTES			9.58%(M)		.8547	54,525,000.00	54,252,150.81	110,707.15	2,659.22
					.8551	54,500,541.57	99.4995890000		-251,049.98
A 17112	FNMA COUPON NOTES 12/13/11 10/26/15	31398A4M1	25	1	1.6250	10,000,000.00	10,158,160.00	56,423.61	49,456.82
			26	000	.8851	10,108,703.18	101.5816000000	IDC	
A 17167	FNMA COUPON NOTE 01/14/13 09/26/16	3135G0SU8	25	1	.6000	6,905,000.00	6,887,116.05	17,837.92	
			25	000	.6206	6,901,496.39	99.7410000000	IDC	-14,380.34
A 17185	FNMA COUPON NOTE 06/13/13 02/27/17	3135G0XL2	25	1	.6500	10,000,000.00	9,949,320.00	722.22	45,104.50
			25	000	1.0417	9,904,215.50	99.4932000000	IDC	

FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 08/31/14  
MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE MATURITY DATE	CUSIP	BANK BROK	FUND SAFE	CPN YTM	RATE TR	PAR/SHARES BOOK	MARKET VALUE MARKET PRICE	CURR ACCR PRICE	INT SOURCE	UNREALIZED GAIN UNREALIZED LOSS
A 17153	FNMA COUPON NOTES 10/26/12 04/26/17	3136G0X89	25	1	.7500		10,000,000.00	9,946,910.00		26,041.67	
			25	000	.7500		10,000,000.00	99.46910000000		IDC	-53,090.00
A 17182	FNMA COUPON NOTE 06/19/13 06/19/17	3136G1N99	25	1	1.0000		10,000,000.00	10,001,870.00		20,000.00	1,870.00
			25	000	1.0000		10,000,000.00	100.01870000000		IDC	
A 17141	FNMA COUPON NOTE 07/11/12 07/11/17	3136G0QM6	25	1	1.1000		10,000,000.00	10,002,040.00		15,277.78	
			25	000	1.0808		10,005,576.94	100.02040000000		IDC	-3,536.94
A 17144	FNMA COUPON NOTE 08/21/12 08/21/17	3135G0NF6	25	1	1.0000		10,000,000.00	9,968,620.00		2,777.78	
			30	000	1.0000		10,000,000.00	99.68620000000		IDC	-31,380.00
SUBTOTAL (Inv Type) 23 FNMA COUPON NOTE			11.81%(M)		.9790		66,905,000.00	66,914,036.05		139,080.98	96,431.32
					.9244		66,919,992.01	100.01350600000			-102,387.28
A 17184	FNMA MEDIUM TERM NOTE 06/12/13 07/05/16	3135G0XP3	25	1	.3750		10,000,000.00	9,978,170.00		5,833.33	38,448.82
			25	100	.6803		9,939,721.18	99.78170000000		IDC	
A 17156	FNMA MEDIUM TERM NOTE 10/26/12 10/26/17	3135G0PQ0	25	1	.8750		10,000,000.00	9,919,020.00		30,381.94	
			25	000	.9452		9,976,063.75	99.19020000000		IDC	-57,043.75
A 17180	FNMA MEDIUM TERM NOTE 05/28/13 05/21/18	3135G0WJ8	25	1	.8750		10,000,000.00	9,811,200.00		24,305.56	
			30	000	1.0350		9,937,795.49	98.11200000000		IDC	-126,595.49
SUBTOTAL (Inv Type) 24 FNMA MEDIUM TERM NOTE			5.24%(M)		.7085		30,000,000.00	29,708,390.00		60,520.83	38,448.82
					.8869		29,853,580.42	99.02796700000			-183,639.24
A 17082	FFCB MEDIUM TERM NOTES 03/09/11 02/18/15	31331KCR9	25	1	2.0500		5,000,000.00	5,043,395.00		3,701.39	39,803.53
			26	000	1.9001		5,003,591.47	100.86790000000		IDC	
A 17139	FFCB MEDIUM TERM NOTES 06/13/12 05/01/15	3133EANJ3	25	1	.5000		10,000,000.00	10,024,110.00		16,666.67	26,601.25
			25	000	.5252		9,997,508.75	100.24110000000		IDC	
A 17191	FFCB MEDIUM TERM NOTES 01/10/14 06/18/15	3133EDC67	25	1	.2500		7,000,000.00	7,007,812.00		3,548.61	10,632.31
			25	000	.2904		6,997,179.69	100.11160000000		IDC	
A 17169	FFCB MEDIUM TERM NOTES 01/29/13 09/15/15	3133ECBB9	25	1	.4000		10,000,000.00	10,022,780.00		18,444.43	27,065.71
			25	000	.4287		9,995,714.29	100.22780000000		IDC	
SUBTOTAL (Inv Type) 26 FFCB MEDIUM TERM NOTES			5.67%(M)		.6565		32,000,000.00	32,098,097.00		42,361.10	104,102.80
					.6587		31,993,994.20	100.30655300000			
A 17168	FFCB COUPON NOTES 01/18/13 10/15/15	3133ECB86	25	1	.4200		10,000,000.00	10,019,480.00		15,866.67	16,526.20
			25	000	.4002		10,002,953.80	100.19480000000		IDC	
A 17174	FFCB COUPON NOTES 04/26/13 04/22/16	3133ECM76	25	1	.4000		10,000,000.00	9,991,170.00		14,333.33	
			25	000	.4337		9,993,315.02	99.91170000000		IDC	-2,145.02
A 17150	FFCB COUPON NOTES 09/26/12 09/26/16	3133EAZ76	25	1	.6900		10,000,000.00	10,000,000.00		29,708.33	0.00
			26	000	.6900		10,000,000.00	100.00000000000		IDC	
A 17151	FFCB COUPON NOTES 09/27/12 12/27/16	3133EA2L1	25	1	.7200		10,000,000.00	9,982,070.00		12,800.00	
			25	000	.7309		9,997,941.04	99.82070000000		IDC	-15,871.04
A 17163	FFCB COUPON NOTES 01/08/13 12/27/16	3133ECBN3	25	1	.6500		9,790,000.00	9,777,038.04		11,312.89	
			26	000	.6628		9,786,915.71	99.86760000000		IDC	-9,877.67

FINANCE DEPARTMENT  
CITY OF SANTA CLARA  
INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 08/31/14  
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 17160	FFCB COUPON NOTES 12/20/12 03/20/17	3133ECAK0	25	1	.6700	10,000,000.00	9,951,090.00	29,963.89	
			25	000	.7083	9,988,704.06	99.51090000000	IDC	-37,614.06
A 17154	FFCB COUPON NOTES 10/12/12 04/11/17	3133EA4G0	25	1	.7000	10,000,000.00	9,947,590.00	27,222.22	
			25	000	.7396	9,988,329.78	99.47590000000	IDC	-40,739.78
A 17165	FFCB COUPON NOTES 01/10/13 05/01/17	3133EAE38	25	1	.8200	6,350,000.00	6,330,772.20	17,356.67	
			25	000	.8223	6,349,557.68	99.69720000000	IDC	-18,785.48
A 17175	FFCB COUPON NOTES 05/09/13 05/09/17	3133ECP40	25	1	.6400	10,000,000.00	9,887,030.00	19,911.11	
			25	000	.6527	9,996,252.57	98.87030000000	IDC	-109,222.57
A 17152	FFCB COUPON NOTES 10/12/12 07/11/17	3133EA4H8	25	1	.8200	10,000,000.00	9,951,660.00	11,388.89	
			25	000	.8407	9,993,934.22	99.51660000000	IDC	-42,274.22
A 17143	FFCB COUPON NOTES 07/24/12 07/24/17	3133EAZK7	25	1	.9700	10,000,000.00	9,985,810.00	9,969.44	
			25	000	.9700	10,000,000.00	99.85810000000	IDC	-14,190.00
A 17145	FFCB COUPON NOTES 08/07/12 08/07/17	3133EAF86	25	1	.9700	10,000,000.00	9,993,210.00	6,466.67	
			25	000	.9700	10,000,000.00	99.93210000000	IDC	-6,790.00
A 17149	FFCB COUPON NOTES 09/05/12 09/05/17	3133EAR26	25	1	.9700	10,000,000.00	9,986,050.00	47,422.22	
			25	000	.9772	9,997,548.47	99.86050000000	IDC	-11,498.47
A 17159	FFCB COUPON NOTES 12/12/12 12/12/17	3133EC7A6	25	1	.8200	10,000,000.00	9,929,510.00	17,994.44	
			25	000	.8405	9,993,001.10	99.29510000000	IDC	-63,491.10
A 17179	FFCB COUPON NOTES 05/22/13 05/22/18	3133ECQ56	25	1	1.0800	10,000,000.00	9,905,160.00	29,700.00	
			25	000	1.0852	9,998,001.10	99.05160000000	IDC	-92,841.10
A 17181	FFCB COUPON NOTES 06/04/13 06/04/18	3133ECQW7	25	1	1.2500	10,000,000.00	9,864,360.00	30,208.33	
			26	000	1.2707	9,992,004.38	98.64360000000	IDC	-127,644.38
SUBTOTAL (Inv Type) 27 FFCB COUPON NOTES		27.45%(M)			.7863	156,140,000.00	155,502,000.24	331,625.10	16,526.20
					.7993	156,078,458.93	99.59139200000		-592,984.89
A 17188	FHLMC MEDIUM TERM NOTES 01/09/14 08/28/15	3134G3ZA1	25	1	.5000	5,040,000.00	5,055,906.24	210.00	7,379.85
			25	000	.3301	5,048,526.39	100.31560000000	IDC	
A 17189	FHLMC MEDIUM TERM NOTES 01/07/14 08/28/15	3134G3ZA1	25	1	.5000	2,870,000.00	2,879,057.72	119.58	3,642.15
			25	000	.3105	2,875,415.57	100.31560000000	IDC	
A 17194	FHLMC MEDIUM TERM NOTES 03/10/14 09/29/17	3137EADL0	25	1	1.0000	7,500,000.00	7,477,650.00	31,666.67	
			25	000	1.0756	7,480,578.70	99.70200000000	IDC	-2,928.70
SUBTOTAL (Inv Type) 28 FHLMC MEDIUM TERM NOTES		2.72%(M)			.7428	15,410,000.00	15,412,613.96	31,996.25	11,022.00
					.6885	15,404,520.66	100.01696300000		-2,928.70
A 17155	FHLMC COUPON NOTES 10/18/12 11/01/16	3134G3S50	25	1	.6250	10,000,000.00	9,993,150.00	20,833.33	
			25	000	.6333	9,997,955.12	99.93150000000	IDC	-4,805.12
A 17164	FHLMC COUPON NOTES 01/22/13 01/22/18	3134G33Y4	25	1	.9500	10,000,000.00	9,904,630.00	10,291.67	
			25	000	.9808	9,989,493.43	99.04630000000	IDC	-84,863.43
A 17171	FHLMC COUPON NOTES 04/02/13 04/02/18	3134G37A2	25	1	1.1250	10,000,000.00	9,899,540.00	46,562.50	
			25	000	1.1250	10,000,000.00	98.99540000000	IDC	-100,460.00
A 17172	FHLMC COUPON NOTES 04/30/13 04/30/18	3134G43F3	25	1	1.0200	10,000,000.00	9,856,290.00	34,283.33	
			25	000	1.0231	9,998,800.66	98.56290000000	IDC	-142,510.66
SUBTOTAL (Inv Type) 29 FHLMC COUPON NOTES		7.00%(M)			.9300	40,000,000.00	39,653,610.00	111,970.83	.00
					.9405	39,986,249.21	99.13402500000		-332,639.21

FINANCE DEPARTMENT  
 CITY OF SANTA CLARA  
 INVESTMENT INVENTORY WITH MARKET VALUE

(RPTMKT)

INVESTMENTS OUTSTANDING AS OF 08/31/14  
 MAJOR SORT KEY IS ICC#

INVEST NUMBER	DESCRIPTION PURCHASE DATE 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 16667	RDA1999 Bond Proceeds Investmen 10/04/04 09/18/14		20 3	400 000	.0105 .0105	13,165,799.75 13,165,799.75	13,165,799.75* 100.0000000000	-28,001.21 BOOK	0.00
SUBTOTAL (Inv Type) 65 Govt Mutual Fund - Fide			2.32%(M)		.0105 .0105	13,165,799.75 13,165,799.75	13,165,799.75 100.0000000000	-28,001.21	.00
A 16059	STATE OF CA DEMAND DEP 09/30/97 09/18/14		96 96	1 000	.2403 .2403	49,655,421.03 49,655,421.03	49,655,421.03 100.0000000000	112,245.39 USERPR	0.00
SUBTOTAL (Inv Type) 99 LOCAL AGENCY INVESTMENT			8.77%(M)		.2403 .2403	49,655,421.03 49,655,421.03	49,655,421.03 100.0000000000	112,245.39	.00
A 17046	MUTUAL FUNDS-FIDELITY 11/01/08 09/18/14		25 101	1 000	.0105 .0105	40,227,652.22 40,227,652.22	40,227,652.22* 100.0000000000	13,001.59 BOOK	0.00
SUBTOTAL (Inv Type) 305 MUTUAL FUNDS-FIDELITY			7.10%(M)		.0105 .0105	40,227,652.22 40,227,652.22	40,227,652.22 100.0000000000	13,001.59	.00
A 16064	DREYFUS TREASURY CASH MANAGEMEN 10/31/97 09/18/14		20 102	800 000	.0105 .0105	3,510,325.88 3,510,325.88	3,510,325.88 100.0000000000	1,281.49 USERPR	0.00
A 17201	MUTUAL FUNDS-DREYFUS 06/16/14 09/18/14		5 102	51 000	.0105 .0105	24,435,515.78 24,435,515.78	24,435,515.78* 100.0000000000	14.32 BOOK	0.00
SUBTOTAL (Inv Type) 315 MUTUAL FUNDS-DREYFUS			4.93%(M)		.0105 .0105	27,945,841.66 27,945,841.66	27,945,841.66 100.0000000000	1,295.81	.00
GRAND TOTAL					.6496 .6537	567,944,714.66 567,701,048.71	566,504,594.37 99.74643300000	999,859.35	292,136.09 -1,488,590.43

\* MARKET = BOOK LESS PURCHASE INTEREST

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7A-3

City of Santa Clara, California



**Date:** October 15, 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: 33394  
 Title/Location Primary Bridge Tap re-route, Gianera Water Tanks  
 Type of Job: Reliability  
 Description of Work: Remove and replace bridge tap conductor to clear new water pump building

Estimated Cost:	\$4,203.83	Customer/Developer Contribution:	\$	2,106.24
		Salvaged Plant	\$	2,097.59
		Customer Service Charge	\$	.00

Estimate No: 33514-TP  
 Title/Location Temporary Power, 3051 Homestead Road  
 Type of Job: Temporary Power  
 Description of Work: Provide temporary overhead electrical power for the construction of nine new single, detached homes.

Estimated Cost:	\$1,665.33	Customer/Developer Contribution:	\$	1,553.56
		Salvaged Plant	\$	111.77
		Customer Service Charge	\$	.00

### RECOMMENDATION:

That Council approve the use of City Electric forces for the installation of facilities at the Gianera Water Tanks; 3051 Homestead Road.

  
 \_\_\_\_\_  
 John C. Roukema  
 Director of Electric Utility

APPROVED  
  
 \_\_\_\_\_  
 Julio J. Fuentes  
 City Manager

*Documents related to this report: None*

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7A-4

City of Santa Clara, California



**Date:** October 9, 2014  
**To:** City Manager for Council Action  
**From:** Director of Planning and Inspection  
**Subject:** Adoption of Resolution Approving the 2015 Planning Commission Calendar of Meetings

## EXECUTIVE SUMMARY:

The City Code states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council. In 2010 by resolution of the City Council, the number of meetings of the Planning Commission was reduced from the prior typical number of 22 to 15 regular meetings. That number and schedule of one or two meetings per month has served the City well. Since that time, an occasional meeting has been canceled due to lack of items for a regular agenda and an occasional special meeting has been called to accommodate a significant project. Each year, the Council-approved schedule of regular meetings, all set on Wednesdays at 7:00 p.m., is included on the annual City Calendar that is distributed to residents and businesses in Santa Clara.

The Planning Commission has approved a schedule of meetings for 2015 generally consistent with 2014 schedule, subject to Council approval. A Council resolution approving these dates is attached to this report.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The meeting dates proposed for the Planning Commission maintain a regular schedule of meetings reserved for items routinely heard by the Planning Commission. If these dates are approved, they can be included on the annual City Calendar distributed to residents and businesses in Santa Clara.

## ECONOMIC/FISCAL IMPACT:

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

## RECOMMENDATION:

That the Council adopt a Resolution approving the 2015 Planning Commission Calendar of Meetings.

Kevin L. Riley  
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes  
City Manager

## *Documents Related to this Report:*

- 1) Resolution approving the 2015 Planning Commission Calendar of Meetings

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

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA, APPROVING THE 2015 PLANNING  
COMMISSION CALENDAR OF MEETINGS**

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

**WHEREAS**, Section 1003 of the Charter of the City of Santa Clara, California (“Charter”) states that each board or commission shall hold regular meetings as set by the City Council;

**WHEREAS**, Section 2.120.030 of the Santa Clara City Code (“SCCC”) requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

**WHEREAS**, Resolution 5195, adopted by the City Council in 1987, states that the Planning Commission shall hold meetings on the second and fourth Wednesday of each month at 7:00 pm; and,

**WHEREAS**, due to budget constraints, City Council has asked staff to reduce costs for boards and commissions, and to this end, the Planning Commission will now meet regularly once per month, with a total of 15 meetings per annum to accommodate a potential increase in demand.

**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 Planning Commission approved its meeting schedule for 2015 on October 8, 2014, as shown on the attached exhibit “2015 PC Calendar.”
3. Council now hereby approves the Planning Commission meeting schedule for 2015, attached as exhibit “2015 PC Calendar.”

3. Council now hereby approves the Planning Commission meeting schedule for 2015, attached as exhibit "2015 PC Calendar."

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.

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

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A 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. Planning Commission Calendar of Meetings for 2015 (Exhibit "2015 PC Calendar")

I:\PLANNING\2014\CC-CM 2014\10.14.2014\CC RESO for 2015 PC Meeting Dates.doc



## City of Santa Clara Planning Commission Regular Meetings - 2015

Regular meetings are held on Wednesday evenings, beginning at 7:00 p.m., in the City Council Chambers at 1500 Warburton Avenue, Santa Clara, in accordance with the following schedule.

### Meeting Dates

January 14, 2015	July 8, 2015
February 11, 2015	August 12, 2015
March 4, 2015	September 2, 2015
March 25, 2015	September 23, 2015
April 8, 2015	October 14, 2015
May 6, 2015	November 4, 2015
May 20, 2015	December 9, 2015
June 10, 2015	

**NOTE:** Typically a minimum of six weeks is required for the City to process the final, complete plans and application in order to schedule an application for review on the next available meeting date. This timeline applies to Categorical Exempt projects as defined by CEQA. Certain projects, such as those requiring additional environmental analysis, or those requiring General Plan Amendments, can take longer. Please consult with Planning Staff to determine appropriate timelines for these projects. Staff reports are prepared for each of the regular items on an agenda and are available and mailed to applicants and property owners on the Friday afternoon before the meeting date. Please contact the Planning Division at **408-615-2450** for additional information. There is no meeting in July.

Approved by the Planning Commission on: October 8, 2014

Adopted by the City Council on: \_\_\_\_\_

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7A5

City of Santa Clara, California



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Management Analyst  
**Subject:** Request for Approval and Authorization to Publish *Mission City SCENES*/December 2014

## EXECUTIVE SUMMARY:

The December 2014 issue of Mission City SCENES is scheduled to include the following:

- Bag Ordinance Adopted
- Extra Refuse Set-Out
- Recycle Your Christmas Tree
- 2015 Miss Santa Clara & Miss Santa Clara's Outstanding Teen Competitions
- Sister Cities Association Tea Social
- Youth Commission 2015-2016 Term
- Youth Commission Scholarship
- Santa Clara Library – ESL Program
- Youth Services
- Love Our Library Lollapalooza (LOLL) Fundraiser
- Housing Element Update
- Santa Clara Branding Initiative Update

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The *Mission City SCENES* provides timely and important information to citizens, including details about City events and programs, and updates of City activities. There are no recognized disadvantages.

## ECONOMIC/FISCAL IMPACT:

Cost of printing the *Mission City SCENES* for one year is \$18,000 or roughly 3.6 cents for each insert printed. There is no additional postage cost for including the SCENES with utility bills. With the current one-page utility bills, there is usually sufficient postage to handle a second, additional insert without incurring increased postage costs.

## RECOMMENDATION:

That the Council give approval and authorization to publish the December, 2014 *Mission City SCENES*.

APPROVED:

  
\_\_\_\_\_  
Yvonne Galletta  
Management Analyst

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

1) December 2014 Mission City SCENES

I:\Citymanagers\CMO Publications\Mission City SCENES\2014\December 2014

**Cover**



**Bag Ordinance Adopted**

The City of Santa Clara has adopted a single-use carryout bag ordinance that requires grocery stores, pharmacies, and retail stores to stop providing plastic carryout bags, and charge a minimum of ten cents for every paper bag or reusable bag at checkout - effective December 1, 2014. The ordinance does not apply to protective bags provided for produce, prepared food, bulk food, meat, medication, clothing and garments after cleaning, and bags provided to place personal items for security requirements.

**INSIDE:**

- Extra Refuse Set-Out
- Recycle Your Christmas Tree
- 2015 Miss Santa Clara & Miss Santa Clara's Outstanding Teen Competitions
- Sister Cities Association Tea Social
- Youth Commission 2015-2016 Term
- Youth Commission Scholarship
- Santa Clara Library – ESL Program
- Youth Services
- Love Our Library Lollapalooza (LOLL) Fundraiser
- Housing Element Update
- Santa Clara Branding Initiative Update

### **Extra Refuse Set-Out**

*December 26, 2014 – January 7, 2015*

Residents can dispose of extra, non-recyclable (e.g., foil or Mylar gift wrap and cards, wax- and plastic-coated food containers, cloth and metallic ribbons, etc.) holiday trash at no extra charge from December 26, 2014 through January 7, 2015. Place up to four additional 32-gallon garbage bags (**limit two bags per week**) next to your garbage cart on your regular collection day. The extra bags will be collected during these two weeks at no extra charge. Remember to recycle non-metallic gift wrap, tissue paper, cards and tags in the blue curbside recycling cart. For more information, call (408) 615-3080.

### **Recycle Your Christmas Tree**

*January 5 – January 9, 2015*

City crews will collect cut Christmas trees curbside on regular solid waste collection days from January 5 through January 9, 2015. The trees will be collected and chipped for mulch. Here's what to do:

- Remove ornaments, hangers, tinsel, nails, AND the stand.
- Place the clean tree next to your Garbage, Clean Green, and Recycling carts at the curb on your regular solid waste collection day.
- Residents of apartments and other multi-family dwellings who do not have curbside collection can place cut Christmas trees on the nearest public street on the regular solid waste collection day for their neighborhood. Call (408) 615-3080 if you are not sure of the day. In addition, businesses and multi-family dwelling residents can drop-off trees at the City of Santa Clara Street Corporation Yard located at 1700 Walsh Avenue. The tree drop-off will be available during the week of January 5 through 9, 2015 between the hours of 8:00 a.m. and 4:00 p.m.

After January 9, 2015, clean trees may be disposed of by cutting them into sections and placing them into your Clean-Green cart. Flocked trees (trees with artificial snow) should be cut into sections and placed into the black Garbage cart for disposal.

### **2015 Miss Santa Clara & Miss Santa Clara's Outstanding Teen Competitions**

*January 10, 2015*

The Miss Santa Clara Scholarship Competition, an official preliminary to the Miss California and Miss America programs, will showcase the talents and accomplishments of local college, high school, and middle school students in our community. Four competitions will be held on Saturday, January 10, 2015 – Miss Silicon Valley and Miss Silicon Valley's Outstanding Teen, Miss Santa Clara and Miss Santa Clara's Outstanding Teen. The "Miss" competition is for women ages 17-24 and "Teen" competition is for girls ages 13-16. Last year we were able to award over \$20,000 in scholarships. Contestants are guaranteed a minimum scholarship regardless of their standing at the end of the competition. There is no fee to enter the competition. The competition will be held at the Mission City Center for Performing Arts located at 3250 Monroe Street. The Silicon Valley competition will begin at 2:00 p.m. (doors open at 1:30 p.m.) and the Santa Clara competition will begin at 7:00 p.m. (doors open at 6:30 p.m.). Tickets are \$21 for each show. For advance tickets, contact Mary McCaman at (408) 858-9364 or [mary.mccaman@gmail.com](mailto:mary.mccaman@gmail.com).

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### **Sister Cities Association Tea Social**

*January 10, 2015*

Santa Clara Sister Cities Association (SCSCA) is a nonprofit organization that focuses on bringing together different cultures through people to people relationships. SCSCA objectives are to enrich the lives of students through cultural exchanges, to build strong leadership skills, and to enhance goodwill and global understanding. SCSCA assists the City in exchange programs with the City's three Sister Cities; Coimbra, Portugal; Izumo, Japan; and Limerick, Ireland. All donations and funds raised go directly to the exchange programs.

This year, the Tea Social will be held on Saturday, January 10, 2015 at the Senior Center from 1-4:00 p.m. Tickets are \$25 per individual, or \$200 per table (8 seat table).

For more information, please contact Debi Davis at (408) 687-0331 or [debid56@comcast.net](mailto:debid56@comcast.net).

### **Youth Commission 2015-2016 Term**

Are you a Santa Clara resident age 12 - 19? Are you interested in making a difference? Do you want to be a voice in your community?

Beginning January 6, 2015, applications for the Youth Commission 2015-2016 term will be available at Central Park Library, City Hall, Community Recreation Center, Teen Center, Youth Activity Center, and Santa Clara Unified Middle and Wilcox High School Counseling and ASB offices.

The Youth Commission 2015-2016 term application and essay must be returned to the Teen Center no later than Monday, March 2, 2015. Oral interviews will be conducted in person on Saturday, March 21, 2015. **No exceptions will be made for the interview date.**

For more information, contact Jennifer Herb at (408) 615-3740 or [Jherb@santaclaraca.gov](mailto:Jherb@santaclaraca.gov).

### **Youth Commission Scholarship**

This spring, the City of Santa Clara Youth Commission will be offering scholarships to City of Santa Clara resident high school juniors and graduating seniors. Last year the Youth Commission raised \$2,000 in scholarships funds.

For details about the Youth Commission Scholarship requirements, please refer to applications which will be available January 6, 2015. Applications will be available at Central Park Library, City Hall, Community Recreation Center, Teen Center, and Santa Clara and Wilcox High School Counseling and ASB offices.

The Youth Commission Scholarship application and essay must be returned to the Teen Center no later than Monday, March 2, 2015. Oral interviews will be conducted in person on Saturday, March 21, 2015. **No exceptions will be made for the interview date.**

For more information, contact Jennifer Herb at (408) 615-3740 or [Jherb@santaclaraca.gov](mailto:Jherb@santaclaraca.gov).

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### **Santa Clara Library – ESL Program**

Do you know someone who is working on their English skills or new to the area? Invite them to come down to the Central Park Library for one of the nightly English as a Second Language (ESL) programs on selected Thursdays from 6:00-8:00 p.m. in the Redwood Room. Practice your English skills at Conversation Club meetings on January 8, 2015 and February 5, 2015. Bring the whole family out for some fun for our New Year's ESL Family Fun Night on January 15, 2015. Give your heart away at our ESL Valentine's Family Fun Night on February 12, 2015, all ages welcome.

### **Youth Services**

Youth Services story time and programming will resume on Tuesday, January 6, 2015, after the holiday break. Check the calendar on the Library's website at [library.santaclaraca.gov](http://library.santaclaraca.gov) for upcoming entertaining and informative events.

### **Love Our Library Lollapalooza (LOLL) Fundraiser**

*February 7, 2015*

Attend the Library LOLL Fundraiser to support programs and collections at all Santa Clara City Libraries. Presented by the Santa Clara City Library Foundation & Friends, the Fundraiser will be held on Saturday, February 7, 2015, from 6:00-8:00 p.m. at Central Park Library. Enjoy delicious appetizers provided by the wonderful culinary program at Mission College, beer or wine, live entertainment, a short live auction, and recognition of library heroes. Buy your tickets at [lovethelibrary.org](http://lovethelibrary.org) or call the Santa Clara City Library Foundation & Friends RSVP line at (408) 615-2988.

### **Housing Element Update**

The City of Santa Clara invites you to review the update to the Housing Element for the 2015-2023 planning period. The Housing Element is an important chapter of the City's General Plan, and will provide goals, policies and programs to meet the requirements mandated by the State of California Department of Housing and Community Development. Emphasis will be placed on developing a clear, concise and legally-defensible Housing Element that meets the varied housing needs of the community.

Please visit the City of Santa Clara Housing Element webpage at [santaclaraca.gov/housingelement](http://santaclaraca.gov/housingelement) for meeting dates and to access documents pertaining to the Housing Element update.

For more information, contact Shaun Lacey, AICP, at (408) 615-2454 or [Slacey@santaclaraca.gov](mailto:Slacey@santaclaraca.gov).

### **Santa Clara Branding Initiative Update**

In September and October 2014, the City conducted an online survey of seven potential taglines. The survey asked respondents to rate the tagline options on five factors: memorability, ability to attract visitors and businesses, inspiring pride, and representing their feelings about the city. Additionally, the taglines, as well as the branding strategy, were discussed at several employee and public forums.

Five hundred and twenty-nine residents, employees and business owners completed the survey. Four taglines stood out in the survey and at the forums: "Where Silicon Valley Comes Together," "Find Your Mission Here," "Local Feel, Global Scale" and "The Center of What's Possible." To help narrow the options, preliminary design concepts inspired by the top taglines were developed. The taglines selected to proceed into the next stage of design development are: (1) The Center of What's Possible and (2) Find Your Mission Here. Please find us at [santaclaraca.gov/brand](http://santaclaraca.gov/brand) to review progress to date and find ways to share your opinions.

Meeting Date: 10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7A-6



**Date:** October 22, 2014  
**To:** City Manager for Council Action  
**From:** Assistant City Manager  
**Subject:** Monthly Report for 2013-2015 Council's Strategic Plan

## EXECUTIVE SUMMARY:

Council adopted the Strategic Plan for 2013-2015, and the Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014 with monthly updates to Council. This is the monthly status report on strategic plan objectives.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

The City of Santa Clara's Strategic Plan establishes the major goals and objectives for the City. It includes a mission of the organization, a code of ethics and set of values to guide actions, a set of two-year goals that guide decisions, strategic objectives for each goal, and a plan for implementation and accountability.

## ECONOMIC/FISCAL IMPACT:

Additional funds may be needed to complete some strategic plan objectives. Fiscal impacts will be addressed as part of the budget process.

## RECOMMENDATION:

It is recommended that Council note and file the October 2014 update of the Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014. Next update to Council will be scheduled for December 16, 2014 City Council meeting.



Sheila A. Tucker  
Assistant City Manager

APPROVED:



Julio J. Fuentes  
City Manager

*Documents Related to this Report: Six-Month Strategic Objectives from July 1, 2014 through December 1, 2014.*

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

Two Year Goal: <b>PROMOTE AND ENHANCE ECONOMIC AND HOUSING DEVELOPMENT</b>					
When	Who-Lead	Who-Assist	What	Status	Comments
11/3/2014	City Manager	Economic Development Officer	Bring forward to the City Council for consideration a Term Sheet Supplement on the Montana Project.	Revised	Negotiations are ongoing.
12/1/2014	Director of Planning & Inspection		Present to the City Council for discussion a plan for Phase 2 of the Santa Clara Square Project at Augustine and Bowers.	On Target	Phases II and III are before the Planning Commission on October 22, 2014, and are scheduled to be before Council for entitlements on November 18, 2014.
11/11/2014	Economic Development Officer	Director of Electric Utility/SVP	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.	On Target	No update at this time.
11/1/2014	Director of Planning & Inspection		Working with SummerHill Homes, ensure groundbreaking occurs on the housing project at 2611 El Camino Real.	On Target	Demolition and construction plans are under review and the initial demolition of existing buildings begins during the week of October 20, 2014.
12/1/2014	Economic Development Officer	Director of Planning & Inspection	Acquire and prepare the Kings Highway Motel site and prepare an RFP for a housing developer.	On Target	Property has been acquired. Staff is preparing the site for demolition. Debris from the property is being cleared. Further analysis on asbestos/lead based paint is pending.
12/1/2014	Director of Planning & Inspection		Identify and present to the City Council for action the funding and a consultant for a Lawrence Station Specific Plan.	Revised	Planning staff have been working with RTKL consultants to prepare a contract that will be brought to Council for approval in November 2014.
2/1/2015	Director of Planning & Inspection		Identify and present to the City Council for action funding and a consultant for the Downtown Specific Plan.	On Target	In progress.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

Two Year Goal: <b>PROMOTE AND ENHANCE ECONOMIC AND HOUSING DEVELOPMENT</b>					
When	Who-Lead	Who-Assist	What	Status	Comments
12/1/2014	Director of Planning & Inspection		Present to the City Council a development proposal for Mariani Properties at 2500 El Camino Real.	On Target	The applicant held a second community outreach meeting in early October 2014, and will present a development concept to Council at a study session in November 2014.
2/1/2015	Director of Planning & Inspection		Identify and present to the City Council for action funding and a consultant for the El Camino Specific Plan.	On Target	In progress.
2/1/2015	Director of Planning & Inspection		Bring forward to the City Council for consideration the Essex Project at 3700 El Camino Real.	On Target	Editing work on the Final Environmental Impact EIR is underway. The project may be in public hearing before the Planning Commission in November 2014 or December 2014, with final action before the City Council is expected by January 2015.
10/1/2014	Assistant City Manager		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.	On Target	The cloud based Web Content Management System upgrade to host the City websites is underway and proceeding well. In parallel, a sitemap of the current website is being mapped out and web "content authors" from departments are to review their respective content. This prep work will better enable the City to gather requirements to redesign the City's website and improve functionality and user experience.
12/1/2014	Director of Planning & Inspection		Bring forward to the City Council for action a Development Plan for 1313 Franklin Street.	Revised	The project is at a public hearing before the Planning Commission on October 22, 2014, and should be before Council for consideration on November 25, 2014.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: PROMOTE AND ENHANCE ECONOMIC AND HOUSING DEVELOPMENT</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
11/30/2014	Director of Planning & Inspection	City Manager	Present to the City Council a Citywide Affordable Housing Strategy using boomerang funds and other funding sources at a Study Session.	On Target	City staff has reached out to County staff to begin the conversation about use of the funds.
2/2/15	Economic Development Officer	Director of Electric Utility/SVP	Prepare and host a real estate broker workshop.	Revised	Preliminary workshop agenda established for an early-2015 target date. The next step is personal outreach to key brokers to validate topics of interest.
12/9/2014	Director of Planning & Inspection	City Council; Director of Finance; Economic Development Officer	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.	On Target	An information meeting for local businesses for the Business Connect program will be held in Santa Clara on November 17, 2014. A preliminary meeting with business organizations was held on October 21, 2014.
12/9/2014	Director of Planning & Inspection	City Attorney	Identify and present to the City Council for action a plan and funding for the development of the BAREC property at midtown.	On Target	City staff is discussing potential plans and process with developers.
12/31/2014	Economic Development Officer	City Manager; Assistant City Manager; Director of Planning & 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.	On Target	In progress.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

Two Year Goal: <b>ENSURE FISCAL RESPONSIBILITY</b>					
When	Who-Lead	Who-Assist	What	Status	Comments
8/31/2014	Director of Finance	Director of Information Technology	Implement the Automated Clearing House (ACH) functionality in PeopleSoft to reduce the number of checks issued by Accounts Payable and to decrease postage costs.	Done	The ACH functionality is complete. Staff is currently in the process of creating a report that can be generated for City Auditor review.
9/30/2012	Director of Electric Utility/SVP		Assess the Public Power Generation Contract and make a report of the results to the City Council.	Done	Report was made to Council.
9/30/2014	Director of Electric Utility/SVP	Director of Finance	Select vendors and place orders for major lead-time equipment for the Phase Shifting Transformer Project.	Done	Public Works contract bidding is in process for Phase 1 of the site construction at both SVP Switching Station and Northern Receiving Station. Phase 1 construction is to be completed by March 31, 2015. Phase 2 construction is expected to go to bid in March 2015.
9/30/2014	Director of Finance		Implement CFD 2010-1 Mello Roos Tax Program for Levi's Stadium.	Done	Modified the Transient Occupancy Tax (TOT) forms to accommodate the new CFD tax. Met with CFD hoteliers and provided them with the forms. The tax is effective October 1, 2014.
10/31/2014	Director of Finance		Create a draft Citywide Cash Handling Policy.	On Target	The Policy is being drafted and is about 75% complete.
11/1/2014	Director of Finance		Present to the City Council an overview of City reserves and a review of policies for possible revision to expand City's reserves.	On Target	Completed review with City Manager in September 2014.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

Two Year Goal: <b>ENSURE FISCAL RESPONSIBILITY</b>					
When	Who-Lead	Who-Assist	What	Status	Comments
12/1/2014	Economic Development Officer		Create and present to the City Council a comprehensive inventory of City-owned property leases, including lease terms and opportunities and a management strategy.	On Target	Leasing inventory is in progress.
11/30/2014	Director of Finance		Revise Accounts Receivable procedures and policies.	On Target	Staff is reviewing sample policies and updating procedures for future review.
11/30/2014	Director of Finance	City Manager; City Attorney; City Council	Revise the City Purchasing Code, including the RFP Policy, and present to the City Council for action.	On Target	Staff is in process of completing the draft Purchasing Ordinance and RFP Policy and is about 50% complete.
12/1/2014	Director of Human Resources	City Attorney	Train all departments on the definition of an independent contractor and develop policies on how to contract an independent contractor for services.	On Target	Conducted telephone meeting with CalPERS on their definition of a bonafide employee vs. independent contractor. Asst Dir. of HR is developing a guide for staff's use.
12/1/2014	Director of Finance	Director of Information Technology	Present to the City Council for action a new budgeting software vendor.	Done	Approved by the City Council on August 26, 2014.
12/1/2014	Director of Finance	City Attorney	Schedule and conduct a Transient Occupancy Tax compliance review audit for 30+ hotels/motels.	On Target	Audit findings being compiled by outside auditor. Results being shared with City staff in October 2014.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

**Two Year Goal: ENSURE FISCAL RESPONSIBILITY**

<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/1/2014	City Manager	City Attorney; Director of Finance	Achieve completion of the administrative steps in the RDA wind-down process.	On Target	Settlement discussions continue with taxing entities and State Department of Finance. The lawsuit filed by the County of Santa Clara, Santa Clara Office of Education, and the Santa Clara Unified School District is scheduled to be heard on October 31, 2014 in Sacramento Superior Court. The Oversight Board approved ROPS 14-15B which was filed with the State Department of Finance (DOF). DOF notified City on October 8, 2014 that they are not exercising their right to review Resolution 2014-02 which was the action related to the housing properties. DOF did exercise their right to review Resolution 2014-03 involving unspent bond proceeds. DOF statutory review period is 40 days.
12/1/2014	Director of Parks & Recreation	Director of Finance	Review Mission City Memorial Park Division operations and recommend appropriate measures (reorg) for cost savings and increased customer service.	On Target	Superintendent retired October 23, 2014. Acting Superintendent appointed to continue existing operations and to research various options for Cemetery. Parks Division providing support/supervision of grounds maintenance functions.
12/1/2014	Assistant City Manager		Review major management contracts to ensure efficiency of operations and fiscal accountability.	On Target	Staff meeting internally with department heads on major contracts (SVP, IT, and Finance) and calendaring meetings with external parties (Convention Center, and Triton).

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES  
October 28, 2014**

Two Year Goal: <b>ENSURE FISCAL RESPONSIBILITY</b>					
When	Who-Lead	Who-Assist	What	Status	Comments
12/1/2014	Director of Human Resources	City Manager; Director of Finance	Create a 'Transition Plan' from control points to salary ranges for management employees and present to the City Council.	On Target	Draft plan prepared.
12/1/2014	Director of Human Resources	City Attorney; Director of Finance	Determine responsibilities that fall within the category of Risk Management, and who is responsible for assessment of level of risk to the City.	On Target	Creating a list of responsibilities performed by HR Manager related to Risk to review with the City Attorney and Director of Finance.
12/9/2014	Director of Finance		Review the 6-30-13 CalPERS retirement data and unfunded liability with the City Council.	On Target	Actuarial valuations were received in mid-October and staff is reviewing.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: ENHANCE COMMUNITY SPORTS AND RECREATIONAL ASSETS</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
8/26/2014	Director of Parks & Recreation		Present to the City Council the results of the Community Needs Assessment and Feasibility Study.	Done	The Sports Management Group Study posted on City website (see ISC-ISHOF RFP addendum); community survey posted on City website (see Parks & Recreation FAQ's).
11/28/2014	Director of Parks & Recreation	Assistant City Manager; Director of Finance	Explore options to serve our golf course clubs and resident players and make recommendations to the City Council for subsequent outreach and direction.	Revised	Draft report underway. Additional options being explored.
11/16/2014	Director of Public Works		Perform a Traffic and Parking Study at the Senior Center and bring back recommendations to the City Council for action.	On Target	Traffic and Parking Study have been completed and are currently being reviewed.
11/16/2014	City Librarian	Assistant City Manager	Bring to the City Council for direction a policy recommendation to imbed cultural arts in major developments.	On Target	Draft policy nearing completion after reviewing Art policies throughout California.
12/1/2014	Director of Parks & Recreation	Deputy Director 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 City Council for action	On Target	Request for proposals (RFP) completed for Outreach, design and engineering firm. Award of contract and outreach process to be scheduled.
12/1/2014	Director of Parks & Recreation	Director of Water & Sewer	Improve the look of the well water site and street frontages at a minimum of 10 sites and replant vegetation; include funding resource(s).	On Target	Currently working on five of 10 sites.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

Two Year Goal: <b>ENHANCE COMMUNITY SPORTS AND RECREATIONAL ASSETS</b>					
When	Who-Lead	Who-Assist	What	Status	Comments
3/31/2015	Director of Parks & Recreation	Director of Public Works	Renovate the Bracher Park playground, including a new picnic area, adding an outdoor fitness area and replace the basketball court.	Revised	Conceptual design complete. Met with neighborhood on September 27, 2014 at Bracher Park to receive feedback. Parks & Recreation Commission reviewing redesign in November 2014. Bid specs for playground and fitness area under development. Phasing of project to begin with basketball court. Demolition scheduled for fall 2014. Installation in spring 2015.
12/1/2014	Director of Parks & Recreation		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.	On Target	Continuing to review various options.
5/12/2015	Director of Parks & Recreation		Present to the City Council for action the International Swim Center schematic design, program plan, CEQA, funding and ISHOF agreement.	Revised	Award of contract to architectural and engineering team scheduled for November 18, 2014. Continue to negotiate MOU with International Swim Center & Hall of Fame (ISHOF).

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
8/1/2014	Director of Information Technology	Director of Public Works; Fire Chief; Police Chief	Implement the Public Safety and Traffic Technology Build-Out for Levi's Stadium.	Done	The Information Technology (IT) infrastructure at the Stadium is complete. Based on first few events, items that have come up are being addressed to improve operations.
8/9/2014	City Librarian	Director of Information Technology	Implement technology build out for Northside Branch Library.	Done	Installation was completed for the WiFi, 60 public PC's, RFID technology, and iPads and Chromebooks were purchased for public use. All technology interface for residents and patrons was available and functional by August 9, 2014.
8/9/2014	City Librarian	Assistant City Manager	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.	Done	Northside Branch Library Program Coordinator was hired prior to opening date. Materials exceeded our target level with over 40,000 items on the shelves on opening day. Opening day ceremonies were held on August 9, 2014, with attendance of 3,500, and programming geared for all ages. The event was successful and well received by the community, and over 300 library cards were issued.
8/15/2014	Director of Water & Sewer		Develop and implement website upgrades to promote water conservation and connect residents with water saving resources and rebates.	Done	Website changes have been made.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
8/19/2014	Deputy Director of Public Works	City Attorney; Director of Planning & Inspection; Director of Public Works	Present an ordinance to the City Council for consideration prohibiting retail stores from providing single-use plastic bags.	Done	Ordinance to prohibit retail stores from providing single-use plastic bags was adopted by the City Council on September 21, 2014.
12/31/2014	Director of Electric Utility/SVP		Present options to the City Council for the selection of El Camino Real decorative LED street lights.	Revised	Sample light poles and fixtures are being fabricated. Preparation of construction plans and specifications for the street light installation is underway.
8/31/2014	Director of Water & Sewer	Director of Parks & Recreation	Complete the recycled water retrofit at the Central Park pond.	Done	The treatment system for the pond is complete and operational. Educational signage will be designed and installed.
10/31/2014	Director of Water & Sewer		Develop and submit to the California Dept. of Public Health a Triggered Monitoring Plan to allow for reduced water system monitoring.	On Target	The plan will be submitted the Dept. of Public Health by October 31, 2014.
8/31/2014	Director of Water & Sewer		Complete the design of the piping modifications, emergency generator and improved motor controls for Northside Tanks.	Done	Design is complete. The project is out for construction and anticipated to be completed by February 2015.
8/31/2014	Director of Water & Sewer		Complete the design and installation of approx. 300 ft. of water main on Harrison St. between The Alameda and Alviso St.	Done	The water main has been designed, installed, and put in service.
10/31/2014	Director of Water & Sewer		Complete upgrades to the flow meters at Rabello and Northside Sewer Pump Stations to make the reading of flow meters available remotely.	On Target	Electrical work is scheduled for completion by October 22, 2014 at which point the upgrades to the flow meters will be complete.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
9/1/2014	Director of Electric Utility/SVP		Increase WiFi coverage and bandwidth at Central Park by installing SVP MeterConnect WiFi radios at the Library, CRC, and at least one other park location by the 2014 Art and Wine Festival.	Done	Additional WiFi radios were installed and connected before the 2014 Art and Wine festival, increasing coverage and bandwidth at the Park.  Additional enhancements to WiFi coverage are under consideration.
12/1/2014	Director of Human Resources	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.	On Target	Preparing a request for proposal to go out to consultants for the Police Department and a request for qualifications for the Fire Department.
1/30/2015	Deputy Director of Public Works		Present options to the City Council for consideration for alternative bulky item collection programs to the current Clean-Up Campaign format.	On Target	No update at this time.
10/31/2014	Director of Water & Sewer		Switch 120 customers in the Agate/Painted Rock area over to the newly constructed water main.	Done	All customers have been switched over to the new main.
12/17/2014	Director 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.	Revised	Installation date moved to December 17, 2014.
11/1/2014	Director of Information Technology	City Attorney; Director of Human Resources	Present to the City Council for action Information Security Policies and Procedures based on best practices.	On Target	The first draft of Information Security Policies and Procedures was submitted to the City Attorney's Office for review and comment. Staff will update the document based on comments for final review.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/1/2014	Director of Water & 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.	On Target	Sixty percent of design is complete. The project remains on schedule.
12/1/2014	Director of Water & Sewer		Install 500 AMI-compatible water meters.	Done	As of the September 30, 2014, 510 meters have been installed.
12/1/2014	Director of Water & Sewer		Install three mainline valves on large diameter recycled water mains for greater operations control.	On Target	Construction is scheduled for the end of October and is expected to require five working days to complete.
1/30/15	Director of Public Works		Install lighted crosswalks on El Camino Real at four unsignalized crosswalks; obtain Caltrans permit for installation.	Revised	Staff determining location for installation of lighted crosswalks on El Camino Real to be at four unsignalized crosswalks. Working with Caltrans to obtain permits for installation.
12/31/2014	Director of Electric Utility/SVP		Citywide LED streetlight conversion (Southside Phase): Finalize the technical specifications; issue RFP; finalize selection; negotiate agreement with installation contractor.	Revised	Detailed street light audit underway with installations expected to start after November 28, 2014. Public outreach under development.
12/1/2014	City Clerk and Auditor	Assistant City Manager	Implement the Vote Ethics Program for the November 2014 general municipal election.	On Target	Completed multi-language translations and posting of ballot statements. Hosted first word forum. Continued direct outreach to community based partners. Completed and distributed direct mail outreach pieces. Began preparing overall report.
12/1/2014	City Clerk and Auditor	Assistant City Manager	Develop a plan and program for the Democracy Santa Clara concept.	On Target	Continued outreach to third party outside sources for research and benchmarks.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/1/2014	Director of Finance		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.	On Target	Staff continues to explore the cost and resources necessary to restore service hours in preparation for Council presentation.
12/1/2014	City Manager	Director of Public Works	Begin the Master Plan process to assess the quality and size of the Convention Center complex to meet future needs.	On Target	No update at this time.
12/1/2014	Assistant City Manager	Director of Electric Utility/SVP	Complete necessary commitments for Google to determine whether or not Santa Clara will be a gigabyte community.	On Target	Phase 2 study activities to date focus on the CEQA process review. A preliminary network design is in development to support CEQA activities and permit process planning.
12/9/2014	Director of Public Works		Recommend to the City Council for action a plan to fix the city's streets.	On Target	A report will be presented to City Council in early December 2014.
12/31/2014	Director of Public Works		Install planter pots, hanging baskets and banners at strategic locations along El Camino Real.	On Target	New planter pots were installed in the vicinity of the Scott and El Camino Real intersection in September 2014. Additional clusters of planter pots will be ordered and installed around the El Camino Real and Scott and El Camino Real and Pomeroy intersections to enhance effect.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/31/2014	Director of Public Works		El Camino Real/Lawrence Expressway Beautification Project: pending County and Caltrans issuance of encroachment permits, begin construction of landscape improvements on all four quadrants.	On Target	The City received two proposals on October 15, 2014. One proposal is 47% and the other is 56% over the project budget amount. Due to lack of funding, both proposals will be rejected. The project will be divided into smaller projects and have more contractors proposed on each of the smaller projects. The first package is tentatively scheduled for award in December 2014.
12/31/2014	Director of Finance	Director of Electric Utility/SVP; Director of Information Technology; Director of Water & Sewer	Upgrade the computer interface to the Utility Billing System.	On Target	The customer connect product is in the final stages of development and testing. The vendor is fixing final issues. When completed the vendor will perform final test and rollout, synchronizing with the marketing plan.
12/31/2014	Director of Finance	Director of Information Technology	Replace contact center tools (IVR, reader board) for improved productivity and service.	On Target	English recording finalized, finalizing Spanish recordings. Working on call recording and outbound calling functionality. New phones are in place in Finance. When all functionality is in place, will have final test, training and go-live.
12/31/2014	Director of Public Works		Create an "Adopt-a-Spot" partnership with service groups, companies, and organizations to perform community based clean-up activities at various locations.	On Target	The Marriott Santa Clara has adopted Great America Parkway from Mission College Boulevard to Tasman Drive. Staff is marketing the Adopt-a-Spot program to get additional participants.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: DELIVER AND ENHANCE HIGH QUALITY EFFICIENT SERVICES AND INFRASTRUCTURE</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/31/2014	Director of Public Works		Trimble Road Sanitary Sewer Improvement Project: approval of plans and specs for advertisement.	Done	On October 14, 2014, City Council approved the plans and specifications and authorized the advertisement for bids.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: BALANCE THE EMERGING ECONOMIC OPPORTUNITIES WITH THE NEEDS OF OUR COMMUNITY</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
10/1/2014	City Manager	Assistant City Manager; Director of Public Works; Police Chief	Ensure completion of Levi's Stadium construction and begin the transition of the Stadium to operations mode; e.g., regular operations meetings on parking & traffic with reps. from the stadium, the Convention Center, Golf & Tennis, City, Stadium Authority.	Done	Stadium construction completed. Transitioned to normal stadium public safety operations and event planning.
1/27/2015	Assistant City Manager		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.	On Target	In October 2014, the City concluded its online survey to engage community feedback on seven potential taglines. Over 500 respondents completed the survey. Based on community, employee and stakeholder feedback, two taglines were selected to proceed to the creative design stage: 1) Find Your Mission Here, and 2) The Center of What's Possible.
12/1/2014	City Manager		Determine the status and role of a Community Development Division and report the results to the City Council.	On Target	The Community Development Division has moved under the City Manager's Office. A recruitment is underway for a Deputy City Manager to lead this division. Initial interviews of the most qualified applicants were held on October 21, 2014.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: BALANCE THE EMERGING ECONOMIC OPPORTUNITIES WITH THE NEEDS OF OUR COMMUNITY</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/1/2014	City Manager	City Departments	Develop plans for city-sponsored community events (non-Super Bowl committees) leading up to the Super Bowl.	On Target	<p>Staff continues to plan a program of events in Santa Clara leading up to Super Bowl 50. The goals of the events are to engage the local community and provide opportunities for Santa Clara residents to celebrate the Super Bowl, provide non-game publicity for Santa Clara, and to raise money for social causes. Events currently under review/development include: 1) Super Parade, Concert and Fireworks, 2) Super Run Event, 3) NFL Exhibit, 4) Countdown kick-off 5) Super Celebration, 6) Black Tie Dinner, and 7) Celebrity Game.</p> <p>In addition, a number of technology and innovation initiatives and opportunities to integrate public art are under development. A Council presentation and discussion of events is planned for November 2014.</p>
12/1/2014	City Manager	Housing and Community Service Manager	Develop a Resource Guide for Residents to assist with basic human needs (e.g., food, shelter, and clothing).	On Target	Housing and Community Division staff is in the process of drafting resource guide for basic human needs.
12/1/2014	City Manager	Director of Information Technology; Police Chief	Develop a citywide Next Door page (social networking).	On Target	Staff from City Manager's Office, Police Dept., SVP, Parks and Recreation and Information Technology (IT) met internally, and with Next Door for an in-person demo and plan next steps. Administration roles are being defined and a City Council Study Session planned, with a target launch in November 2014.

**CITY OF SANTA CLARA  
SIX-MONTH STRATEGIC OBJECTIVES**

**October 28, 2014**

<b>Two Year Goal: BALANCE THE EMERGING ECONOMIC OPPORTUNITIES WITH THE NEEDS OF OUR COMMUNITY</b>					
<b>When</b>	<b>Who-Lead</b>	<b>Who-Assist</b>	<b>What</b>	<b>Status</b>	<b>Comments</b>
12/1/2014	City Manager	Director of Information Technology	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.	On Target	With the current vacancy of the City's Web Manager and Public Information Officer, interim staff is continuing to support current social media activities. Next steps include the development of operational guidelines sponsored by the City Manager's Office to facilitate staff's engagement with residents via outlets such as Facebook, Twitter, and others.
12/1/2014	City Manager	Assistant City Manager; Ad Hoc City Council 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.	Done	Ticket Surcharge revenues were budgeted in FY14/15 revenue projections in Parks and Recreation Department. Future unanticipated revenues will be brought back to the ad hoc Council Committee for recommendations to the full City Council.
12/1/2014	City Attorney	Director of Planning & Inspection	Draft and present to the City Council for action a Historic Preservation Ordinance.	Revised	The Historical Preservation Ordinance Committee completed work on their proposed draft ordinance. The proposed draft has been reviewed by the Historical & Landmarks Commission and is before the Planning Commission as a study session item on October 22, 2014. The proposed draft ordinance may be presented by the Committee to Council in November 2014 for direction on next steps..

Meeting Date: 10/8/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-1



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Adoption of a Resolution Granting Authority to the City Manager to Approve and Execute Data Center Master Service Agreements to Support the Silicon Valley Power Fiber Enterprise

## **EXECUTIVE SUMMARY:**

The City's Electric Utility, Silicon Valley Power (SVP) operates and manages a city-wide dark fiber network, the SVP Fiber Enterprise. Under the Fiber Program, SVP provides dark fiber design, engineering, construction, and testing services to City departments, and to multiple businesses including fiber carriers and the Santa Clara Unified School District. Over the last 10 years, SVP Fiber has negotiated no-fee building entrance agreements with most major data centers in Santa Clara. As a result, SVP Fiber pulled fiber cable into data centers enabling SVP Fiber customers to cross-connect and execute their own entry agreements.

As of October 2014, two data centers required new Master Service Agreements that include service orders with monthly lease fees for existing SVP fiber cable. Under Section 3.8 ("Third Party Charges") of the City's Fiber Lease Agreement, third party fees may be passed on to Fiber Lessees located inside fee-based data centers until Lessee service contracts are terminated. While fee-based entry agreements are becoming more common, to date the portion of the fees not passed directly on to customers has been under \$50,000 per year. In order to meet existing fiber customer requirements at data centers, staff recommends authorizing the City Manager, or his designee, to approve and execute future data center Master Service Agreements and service orders to enable existing Silicon Valley Power Fiber Lessees to continue serving their customers at data centers located in Santa Clara.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The SVP Fiber Enterprise maintains fiber for City communication requirements necessary for reliable system operation while producing revenue. Data center entry agreements and service orders allow SVP Fiber Lessees to continue serving their own customers at various data centers located in Santa Clara. Under the City's Lease Agreement, a portion of additional fees will be divided and passed-through to Fiber Lessees who use SVP fiber cable for entry into fee-based data centers.

## **ECONOMIC/FISCAL IMPACT:**

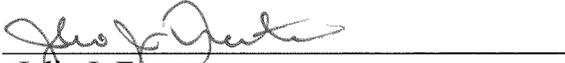
This delegation is subject to budget approval and subject to certification of funds at the time it is approved.

**RECOMMENDATION:**

That Council adopt the Resolution Granting Authority to the City Manager, or his designee, to approve and execute data center Master Service Agreements and service orders to enable existing Silicon Valley Power Fiber Lessees to continue to serve their customers at data centers located in Santa Clara.

  
\_\_\_\_\_  
John C. Roukema  
Director of Electric Utility

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

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

**A RESOLUTION OF THE CITY OF SANTA CLARA,  
CALIFORNIA GRANTING AUTHORITY TO APPROVE AND  
EXECUTE MASTER SERVICE AGREEMENTS TO SUPPORT  
THE SILICON VALLEY POWER FIBER ENTERPRISE**

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

**WHEREAS**, the City of Santa Clara's Electric Utility, Silicon Valley Power, operates and manages a City-wide dark fiber network; and

**WHEREAS**, under this fiber program, Silicon Valley Power provides dark fiber design, engineering, construction and testing services to City Departments, multiple business including fiber carriers, data centers and the Santa Clara Unified School District; and

**WHEREAS**, over the past ten (10) years, Silicon Valley Power has negotiated no-fee building entrance agreements with most major data centers in the City of Santa Clara, resulting in the ability for fiber customers to cross-connect and execute their own entry agreements; and

**WHEREAS**, as of October, 2014, two data centers located within the City of Santa Clara are requiring Master Service Agreements which include service orders with monthly lease fees for existing Silicon Valley Power fiber cable; and

**WHEREAS**, under Section 3.8 ("Third Party Charges") of the City's Fiber Lease Agreement, third party fees may be passed on to fiber lessees located inside fee-based data centers until the Lessee service contracts are terminated; allowing Fiber Lessees to continue serving their own customers at various data centers located in the City, with a portion of these fees passed through to the Fiber Lessees who use City's fiber cable for entry into fee-based data centers; and

**WHEREAS**, the portion of the fees not passed directly on to the customers has historically been under \$50,000.00 per year.

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

1. That Council delegate authority to the City Manager, or his designee, to approve and execute data center customer Master Service Agreements and Service Orders on behalf of the City.
2. 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.
3. Effective date. This resolution shall become effective immediately.

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

Meeting Date: 10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-2



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Approval of Amendment No. 1 to Call No. 13-1 and Amendment No. 1 to Call No. 13-2 for Professional Services with LinkPath Communications, Inc. to Extend the Term of the Calls and Increase the Cost for Operations & Engineering Wireless Network Support And Tier 3 Wireless Network Support for the Electric Department SVP MeterConnect Wi-Fi System

## EXECUTIVE SUMMARY:

On October 29, 2013 Council approved Call No. 13-1 for Professional Services and Call No. 13-2 for Professional Services with LinkPath Communications, Inc. (LinkPath) to provide Silicon Valley Power (SVP), the City's Electric Utility, and its customers with professional services related to the operations, maintenance and enhancement of the City's SVP MeterConnect Wi-Fi. After more than a year in operation, the system supports an average of 500 connections per hour with peaks of over 5,000 unique users per day. These Calls detailed the scope of services the City requests of LinkPath to ensure high quality maintenance of network operation, support the further development as a multi-use wireless network and provide customer service support for users throughout Santa Clara.

In the past year, SVP has performed two studies in preparation for enhancing the system – a customer satisfaction survey (performed by RKS Research) and a signal strength “heatmap” survey (performed by 802Connect). In order to complete the first in a series of identified enhancements, staff requests approval of to extend the expiration date of the two LinkPath Calls to February 14, 2014 to be co-terminus with the master Call Agreement and add sufficient funding to prevent gaps in service and enhancement activities. Staff will complete an RFP process for services currently covered by LinkPath before another Call Agreement is executed. Copies of Amendment No. 1 to Call No. 13-1 and Amendment No. 1 to Call No. 13-2 for Professional Services with LinkPath Communications, Inc. can be viewed on the City's website or are available in the City Clerk's Office for review during normal business hours

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

A secure, utility-grade Wi-Fi Communications Network is an integral part of planned functions under SVP's Meter Connect program. Special services are necessary to support the wireless Wi-Fi for outdoor Wi-Fi service to the community and the primary-intent, multi-use platform for the benefit of Silicon Valley Power and other City functions. The continuity of service is essential to assure consistent operation and allow for new and increased utility application development. Staff anticipates that this contract extension will provide the first in a series of system enhancements in support of the Council Strategic Objective to “enhance the citywide wireless access and infrastructure.”

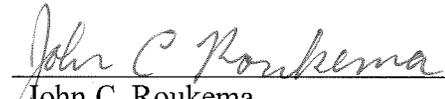
## ECONOMIC/FISCAL IMPACT:

The proposed cost of Call No. 13-1 was not-to-exceed \$120,000.00; Amendment No. 1 would increase the amount by \$40,000.00 for a not-to-exceed amount of \$160,000.00. Call No. 13-2 has a not-to-exceed of \$82,200.00; Amendment No. 1 would increase that amount by \$20,000.00 for a not-to-exceed amount of \$102,200.00. The combined total of the amended Calls with LinkPath is not to exceed \$262,200.00, and sufficient funds are available in Capital Project Advanced Metering Infrastructure (AMI) account 591-1313-80100-2111-[F]39700.

**RECOMMENDATION:**

That Council approve, and authorize the City Manager to execute:

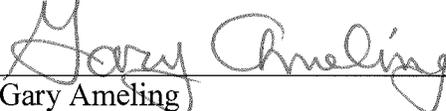
- 1) Amendment No. 1 to Call No. 13-1 for Professional Services with LinkPath Communications, Inc. to extend the term until February 14, 2015, and increase the cost by \$40,000.00, for a not to exceed amount of \$160,000.00, for Operations & Engineering Wireless Network support; and
- 2) Amendment No. 1 to Call No. 13-2 for Professional Services with LinkPath Communications, Inc. to extend the term until February 14, 2015, and increase the cost by \$20,000.00, for a not to exceed amount of \$102,200.00, for Tier 3 Wireless Network Support for the Electric Department MeterConnect Wi-Fi System.

  
\_\_\_\_\_  
John C. Roukema  
Director of Electric Utility

APPROVED:

  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

Certified as to Availability of Funds:   
591-1313-80100-2111 \$60,000.00

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

***Documents Related to this Report:***

- 1) *Amendment No. 1 to Call No. 13-1 for Professional Services with LinkPath Communications, Inc.*
- 2) *Amendment No. 1 to Call No. 13-2 for Professional Services with LinkPath Communications, Inc.*

**AMENDMENT NO. 1 TO CALL NO. 13-1  
FOR PROFESSIONAL SERVICES TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA BY LINKPATH COMMUNICATIONS, INC.**

The Parties acknowledge that they entered into Call No. 13-1 ("Original Call"), dated October 29, 2013, and now agree that on this \_\_\_\_ day of \_\_\_\_\_, 2014, this Amendment No.1 to Call 13-1 For Professional Services ("Amended Call") is made and entered into pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and Between the City of Santa Clara, California and LinkPath Communications, Inc.," dated February 14, 2012, ("Call Agreement"). The terms of the Call Agreement and the Original Call are incorporated by this reference.

This Amended Call describes the Services to be provided to the City of Santa Clara, California ("City") by LinkPath Communications, Inc. ("Contractor"), which are fully described in Contractor's proposal to City entitled "Operations and Engineering Support for the SVP Meter Connect Network" dated September 22, 2014 ("Proposal"), attached to this Amended Call as Exhibit A and incorporated by this reference. The Parties agree that this Amended Call incorporates all of the Services ("Services") which were to be performed by the Contractor under the Original Call, as well as all of the additions, modifications and/or deletions to the Services to be performed under this Amended Call ("Revised Services"). It also includes a revised 'not to exceed' dollar amount to be paid for the Revised Services to be performed under this Amended Call. The Revised Services to be performed under this Amended Call shall be completed within the time period beginning on October 31, 2014, and ending on February 14, 2015, an extension of four (4) months. The attached Proposal contains a complete description of the Revised Services, and specifies the performance dates for the completion of the Revised Services, to be performed by the Contractor under this Amended Call. In no event shall the amount paid to the Contractor for the Revised Services provided to City by the Contractor under this Amended Call, including all fees or pre-approved costs and/or expenses, exceed one hundred sixty thousand dollars (\$160,000.00), subject to budgetary appropriations. This Amended Call supersedes and replaces the Original Call and includes the entire amount of payments to the amount of Contractor for the Revised Services to be provided to the City.

The Parties acknowledge and accept the terms and conditions of this Amended 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"

**LINKPATH COMMUNICATIONS, INC.**

a California corporation

By: Lee Hambro  
LEE HAMBRO

Title: President

Address: 1065 Saint Helena Way  
Sebastopol, CA 95472

Telephone: (650) 419-2300

Fax: (650) 284-3048

"CONTRACTOR"



Mr. Larry Owens  
Manager, Customer Services  
Silicon Valley Power (SVP)  
1601 Civic Center Drive, Suite 200  
Santa Clara, CA 95050

September 22<sup>nd</sup>, 2014

Dear Mr. Owens,

*Subject:* Amendment No. 1 to call No. 13-1 to Extend the Time and Dollars for Silicon Valley Power (SVP) Operations and Engineering Wireless Network Support.

This letter is to request an amendment to LinkPath Call 13-1 which will extend the call date to February 14<sup>th</sup>, 2015 per the city's request for continuing the Operations and Engineering Support for the SVP Meter Connect network.

The main Operations and Engineering tasks provided by LinkPath include the following tasks.

1. Perform weekly network health checks and capture daily Tropos router performance metrics for the mesh router network.
2. Perform mesh router operating system code upgrades as needed.
3. Implement SSID changes as required.
4. Update the SVP Share Point system with Tropos Mesh Router or Elster Gatekeeper information as needed for network and inventory management.
5. Complete quarterly BAP preventative maintenance tasks.
6. Provide wireless network performance and Wi-Fi client experience monitoring and testing.
7. Support network field testing for Tier 1 customer service cases.
8. Support network management and Radio Frequency (RF) engineering tasks as requested.

*Requested Additional Fee:*

The requested additional fee for this amendment is not to exceed forty thousand dollars. Thirty two thousand dollars will be billed monthly at a rate of eight thousand dollars per month, commencing on November 1, 2014. The remaining eight thousand dollars will provide as needed funding for various RF engineering and general network management tasks as requested by the SVP Customer Services Manager or SVP Systems Support during the term of the call extension.



Please contact me anytime if you have any questions or need any other information.

Best Regards,

A handwritten signature in cursive script that reads "Lee Hambro".

Lee Hambro  
President & General Manager  
LinkPath Communications

**AMENDMENT NO. 1 TO CALL NO. 13-2  
FOR PROFESSIONAL SERVICES TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA BY LINKPATH COMMUNICATIONS, INC.**

The Parties acknowledge that they entered into Call No. 13-2 ("Original Call"), dated October 29, 2013, and now agree that on this \_\_\_\_ day of \_\_\_\_\_, 2014, this Amendment No.1 to Call 13-2 For Professional Services ("Amended Call") is made and entered into pursuant to the terms of a Call Agreement between the Parties entitled, "Call Agreement by and Between the City of Santa Clara, California and LinkPath Communications, Inc.," dated February 14, 2012, ("Call Agreement"). The terms of the Call Agreement and the Original Call are incorporated by this reference.

This Amended Call describes the Services to be provided to the City of Santa Clara, California ("City") by LinkPath Communications, Inc. ("Contractor"), which are fully described in Contractor's proposal to City entitled "Tier 3 Wireless Network Support" dated September 22, 2014 ("Proposal"), attached to this Amended Call as Exhibit A and incorporated by this reference. The Parties agree that this Amended Call incorporates all of the Services ("Services") which were to be performed by the Contractor under the Original Call, as well as all of the additions, modifications and/or deletions to the Services to be performed under this Amended Call ("Revised Services"). It also includes a revised 'not to exceed' dollar amount to be paid for the Revised Services to be performed under this Amended Call. The Revised Services to be performed under this Amended Call shall be completed within the time period beginning on October 31, 2014, and ending on February 14, 2015, an extension of four (4) months. The attached Proposal contains a complete description of the Revised Services, and specifies the performance dates for the completion of the Revised Services, to be performed by the Contractor under this Amended Call. In no event shall the amount paid to the Contractor for the Revised Services provided to City by the Contractor under this Amended Call, including all fees or pre-approved costs and/or expenses, exceed one hundred two thousand two hundred dollars (\$102,200.00), subject to budgetary appropriations. This Amended Call supersedes and replaces the Original Call and includes the entire amount of payments to the amount of Contractor for the Revised Services to be provided to the City.

The Parties acknowledge and accept the terms and conditions of this Amended 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

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

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

"CITY"

**LINKPATH COMMUNICATIONS, INC**

a California corporation

By: Lee Hambro  
LEE HAMBRO

Title: President

Address: 1065 Saint Helena Way  
Sebastopol, CA 95472

Telephone: (650) 419-2300

Fax: (650) 284-3048

"CONTRACTOR"



Mr. Larry Owens  
Manager, Customer Services  
Silicon Valley Power (SVP)  
1601 Civic Center Drive, Suite 200  
Santa Clara, CA 95050

September 22<sup>nd</sup>, 2014

Dear Mr. Owens,

*Subject:* Amendment No. 1 to call No. 13-2 to Extend the Time and Dollars for Silicon Valley Power (SVP) Tier 3 Wireless Network Support.

This letter is to request an amendment to LinkPath Call 13-2 which will extend the call date to February 14<sup>th</sup>, 2015 per the city's request for continuing Tier 3 Wireless Network Support for the SVP Meter Connect network.

The Tier Three support provided by LinkPath includes the following tasks.

1. Diagnose and resolve all mesh router outages per the contract service level agreements.
  - a. Respond to all outages within four business hours.
2. Support covered equipment replacements as requested by SVP systems support.
  - a. Replace all requested covered equipment within one business day.
  - b. Provide equipment and field resources as needed for the replacements.
3. Provide Tropos router repair handling and inventory management.
  - a. Manage all Tropos router and additional equipment in the designated SVP storage area located in the Utility Yard at 1705 Martin Avenue.
4. Complete an annual locations record network audit.

*Requested Additional Fee:*

The requested additional fee for this amendment is not to exceed twenty thousand dollars. Sixteen thousand dollars shall be billed monthly at a rate of four thousand dollars per month, commencing on November 1, 2014. The remaining four thousand dollars will provide as needed funding for any required LinkPath dispatches, bucket truck dispatches or other heavy equipment necessary for repairing the network when requested by SVP Systems Support during the term of the call extension.



Please contact me anytime if you have any questions or need any other information.

Best Regards,

A handwritten signature in cursive script that reads 'Lee Hambro'.

Lee Hambro  
President & General Manager  
LinkPath Communications

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B3

City of Santa Clara, California



**Date:** October 15, 2014

**To:** City Manager for Council Action

**From:** Director of Electric Utility

**Subject:** Approval of Call No. 14-2 for Professional Services with Schweitzer Engineering Laboratories, Inc., to Provide General Engineering Services for Electric Department Substations

### EXECUTIVE SUMMARY:

For the next several years, Silicon Valley Power (SVP) will be constructing distribution substations. The electronic metering, control and protection relays for these substations will be purchased from Schweitzer Engineering Laboratories (SEL). In addition to providing the relays, SEL can also provide expert technical engineering support in the areas of logic and configuration settings, electrical drawing and design review, protection training and protection relay commissioning support. SEL has proposed to undertake this work as Call No. 14-2 under their current Call Agreement, in an amount not to exceed \$160,607.78. A copy of Call No. 14-2 with Schweitzer Engineering Laboratories, Inc. 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:

SEL has expert technical engineers who can provide advice, guidance and engineering support to SVP staff. This support will help strengthen the technical knowledge of existing SVP staff, enabling them to perform the technical engineering work in the future. There are no identified disadvantages to this proposal.

### ECONOMIC/FISCAL IMPACT:

Call 14-2 has a proposed cost not to exceed \$160,607.78. Sufficient funds are available in the following capital projects and operating budget accounts:

- Substation Protective Relay, account 591-1361-80300-2409-[A]00037-[F]35300 (\$32,121.55)
- Install Fairview Substation, account 591-1361-80300-2403-[A]00037-[F]35300 (\$32,121.56)
- Install Phase Shifting Transformer at NRS, account 591-1361-80100-2404-[F]34100 (32,121.56)
- Contractual Service Non Classified, account 091-1361-87870-[A] 00037-[F] 56300 (\$64,243.11)

### RECOMMENDATION:

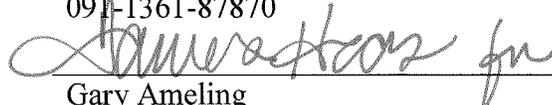
That Council approve, and authorize the City Manager to execute, Call No. 14-2 for Professional Services with Schweitzer Engineering Laboratories, Inc., in an amount not to exceed \$160,607.78, to provide general engineering services for the Electric Department substations.

  
 \_\_\_\_\_  
 John C. Roukema  
 Director of Electric Utility

Certified as to Availability of Funds: 

591-1361-80100-2409	\$32,121.55
591-1361-80300-2403	\$32,121.56
591-1361-80100-2404	\$32,121.56
091-1361-87870	\$64,243.11

APPROVED:  
  
 \_\_\_\_\_  
 Julio J. Fuentes  
 City Manager

  
 \_\_\_\_\_  
 Gary Ameling  
 Director of Finance/Assistant City Manager

**MAJORITY VOTE OF COUNCIL**

### Documents Related to this Report:

- 1) Call No. 14-2 for Professional Services with Schweitzer Engineering Laboratories, Inc.

Ebix Insurance No. S20000032

**CALL NO. 14-2  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY SCHWEITZER ENGINEERING LABORATORIES, 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 Schweitzer Engineering," dated April 24, 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 Schweitzer Engineering Laboratories, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "General Engineering Services" dated September 16, 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 October 28, 2014 and ending on December 30, 2016. 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 sixty thousand six hundred seven dollars and seventy eight cents (\$160,607.78), 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

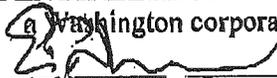
\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

"CITY"

**SCHWEITZER ENGINEERING LABORATORIES, INC.**

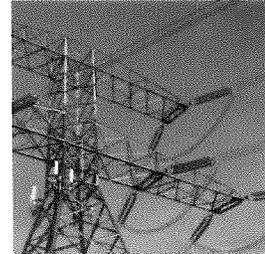
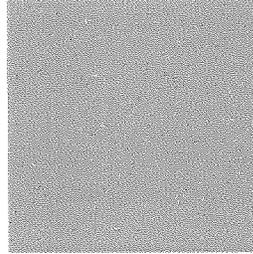
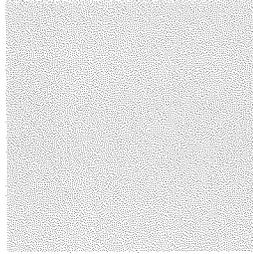
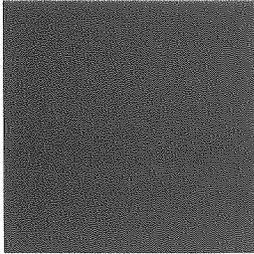
a Washington corporation  
By:   
Title: Finance Director  
Address: 2350 N.E. Hopkins Court  
Pullman, WA 99163  
Telephone: (509) 332-1890  
Fax: (509) 336-4445

"CONTRACTOR"



**ENGINEERING SERVICES**

A Services Division of Schweitzer Engineering Laboratories, Inc.



# **Proposal for Silicon Valley Power**

*General Engineering Services*

SEL Project #: 0P4242.002.00

Submitted: 16 September 2014

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**SCHWEITZER ENGINEERING LABORATORIES, INC.**

## Silicon Valley Power Contact Information

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**Sr. Electric Utility Engineer**  
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1500 Warburton Ave.  
Santa Clara, CA 95050-3796  
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Email: [jblack@svpower.com](mailto:jblack@svpower.com)

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**Schweitzer Engineering Laboratories, Inc.**  
2350 NE Hopkins Court  
Pullman, WA 99163  
Phone: +1.509.332.1890  
Fax: +1.509.336.4445

**Mike Armstrong**  
**Project Manager**  
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Email: [mike\\_armstrong@selinc.com](mailto:mike_armstrong@selinc.com)

## Sales Representative Contact Information

**Greg Rauch, P.E.**  
MKI  
Office: 831.336.5420  
Cell: 831.566.2210  
Email: [greg@mkireps.com](mailto:greg@mkireps.com)

## Document Revision Table

Rev.	Issue Date	Notes
0	9/16/2016	Initial Submission



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# 1 Scope of Services

---

## Service Description

## Maximum Price

SEL will provide experienced engineers to meet the needs of Silicon Valley Power in the field of protective relaying. Services will be provided on a time and expense basis.

\$160,607.78

SVP or its consultant, Harris Associates, will identify specific projects or tasks for SEL to complete with detailed scopes of work and schedules. SEL can assist with the development of the scopes and schedules if requested.

Services may include, but are not limited to:

- Relay protection scheme design or review
- Relay specifications
- Provision of relay settings or relay settings review
- Electrical drawing review
- Substation design review
- Preparation of relay testing and commissioning plans
- Relay commissioning
- Event analysis
- Assistance or advice regarding planned upgrades or asset management

Résumés for anticipated SEL team members are included in Attachment 1. Other SEL engineers may assist in the completion of identified projects, depending on availability. Résumés for engineers that are not included in this proposal will be provided if and when they are assigned to the project.

Note: This price does not include any sales or use tax.

## 1.1 Deliverables to Customer

SEL will provide deliverables as defined by each identified project or task. Schedules for delivery will be determined after the scope of each task is defined. In general, all deliverables will be provided electronically unless requested otherwise by the customer.

## 1.2 Deliverables to SEL

The customer will provide items as requested by SEL. Failure to supply requested information in a timely manner may affect schedules.



## 2 Payment and Work Schedule

---

SEL will bill time and expense work on a monthly basis for work completed in the previous month. Each invoice will be accompanied by a status report, detailing the cost incurred and the tasks completed.

If requested, SEL can provide estimated costs for specific tasks.

The hourly rates included in this proposal (see Section 3) are valid for one (1) calendar year. If Silicon Valley Power wants to extend this agreement beyond one (1) calendar year, the hourly rates may be adjusted.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

### 2.1 Payment and Credit Terms

The terms negotiated between Silicon Valley Power and Schweitzer Engineering Laboratories, Inc. on General Terms and Conditions – Call Agreement signed April 24<sup>th</sup>, 2012 shall be used for this proposal and are herein incorporated by reference.

### 2.2 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net 30 days after date of invoice.



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Page 2

## 3 Clarifications and Exceptions

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SEL developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL. The project manager will also be the point of contact with the customer in order to maintain a smooth flow of information.

### 3.1 Exceptions

- The scope of this proposal is intended to include technical services provided by a senior level protection engineer. The estimated maximum price does not include the development of complete design packages or technical specifications. If the customer identifies the need for complete design packages, SEL will submit a separate proposal for that work.
- This proposal does not include the provision of any equipment.

### 3.2 Time and Expense Work

SEL will do this project on an actual T&E basis, unless SEL and the customer agree on other arrangements.

On-site T&E invoices will include billable project administration and project management time not performed on-site.



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Work performed on an actual T&E basis will be in accordance with the schedule of charges shown in Table 1.

**Table 1 Rate Table**

<b>Role</b>	<b>Base Rate</b>	<b>Travel Rate</b>	<b>Overtime Rate<sup>1</sup></b>	<b>Travel Expenses</b>
Consulting Engineer	\$250/Hr.	\$250/Hr.	\$375/Hr.	Actual
Principal Engineer	\$155/Hr.	\$155/Hr.	\$233/Hr.	Actual
Senior Engineer	\$135/Hr.	\$135/Hr.	\$203/Hr.	Actual
Project Manager	\$125/Hr.	\$125/Hr.	\$188/Hr.	Actual
Engineer	\$115/Hr.	\$115/Hr.	\$173/Hr.	Actual
Associate Engineer	\$95/Hr.	\$95/Hr.	\$143/Hr.	Actual
Senior Designer	\$85/Hr.	\$85/Hr.	\$128/Hr.	Actual
Designer/Drafter	\$65/Hr.	\$65/Hr.	\$98/Hr.	Actual
Administrative	\$55/Hr.	\$55/Hr.	\$83/Hr.	Actual

<sup>1</sup> Overtime is defined as time in excess of eight hours and is applied only when working away from SEL offices. The overtime rate is also charged for weekends and U.S. holidays.

Customer is to reimburse SEL for actual travel expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are coach rate to the commercial airport nearest the work site; business rates apply for international travel.

The hourly rates quoted include clerical support and the use of personal computers loaded with Microsoft® Office, Lotus Notes®, MATLAB®, Mathcad®, and SEL software used in the preparation, documentation, and processing of settings for SEL products.

SEL does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.

Hourly rates are valid for work performed within one year of proposal date.

### 3.3 On-Site Commissioning Support

On-site commissioning support can be provided as part of this proposal. For this support, the SEL engineer will work under the direction of the customer's engineer in charge and will assist with technical issues that arise during commissioning regarding SEL devices. The engineer in charge will be responsible for providing and operating required test equipment. The SEL engineer will follow operational and safety procedures governing the work site but will not be responsible for enforcing operations and safety procedures, for the direct supervision of personnel, or for taking or releasing system clearances.

Delays in project completion, or noncompletion of the on-site commissioning support, due to troubleshooting, finding, and correcting problems created by the Customer's installation shall not be the responsibility of SEL.

SEL engineers will bring hard hat, safety glasses, and cotton or fire-rated shirt. Customer will provide any other special clothing or safety equipment required to enter site. Also, Customer will provide any special safety training to enter site (training time shall apply to on-site support time).



## 4 Quality

---

### 4.1 Quality Overview

SEL takes quality seriously to ensure that modern power systems are safer, more reliable, and more economical. We strive to contribute to our industry through innovating, listening to our customers, focusing on quality, keeping things simple, and creating useful capabilities, services, solutions, and products.

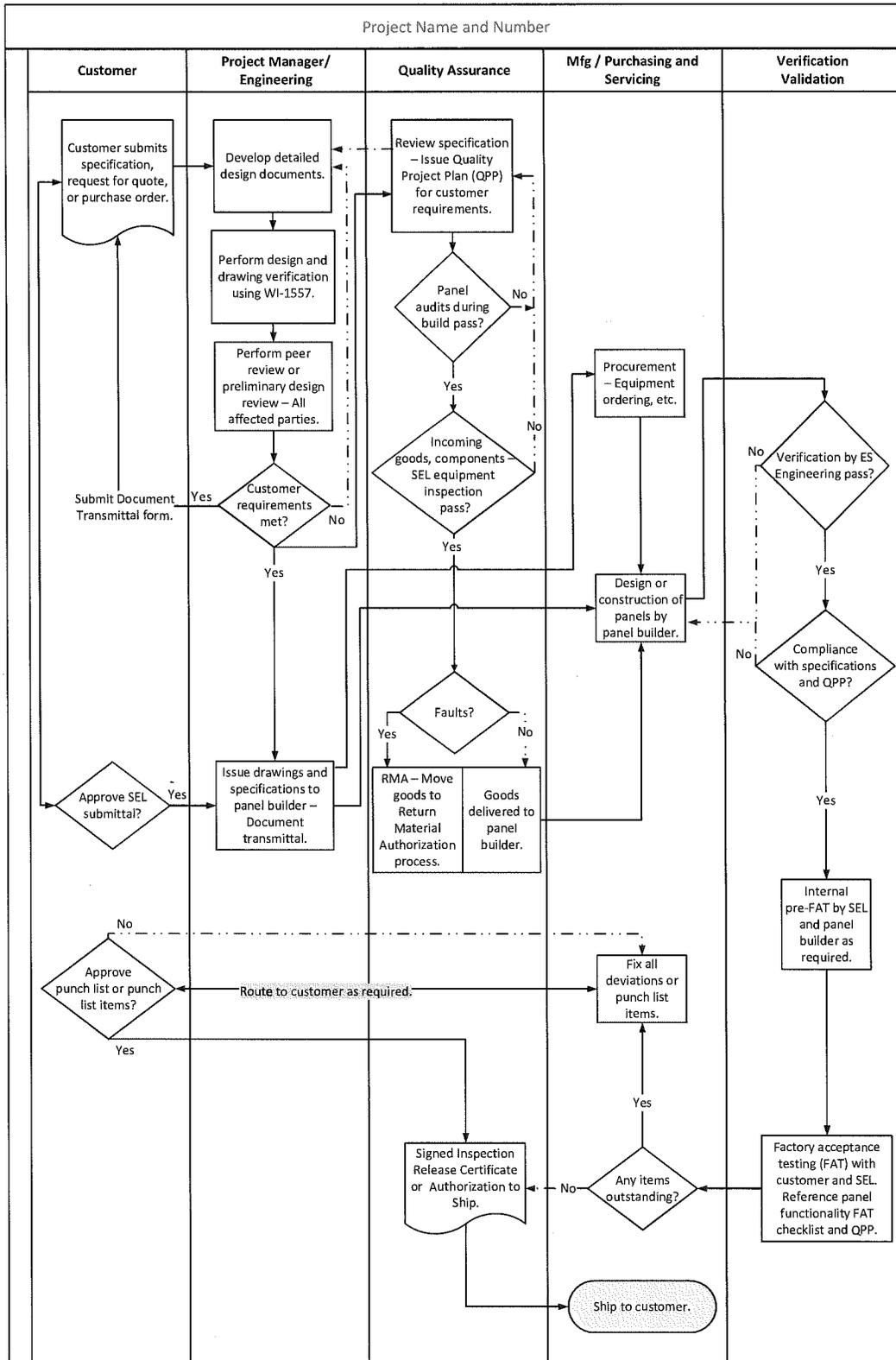
SEL is certified to the ISO 9001 Quality Systems Standard. The scope of the quality system includes the design, manufacture, and service of complete solutions for the protection, monitoring, control, automation, cybersecurity, and metering of electric power systems. SEL provides engineering, procurement, and construction services and delivers complete solutions. SEL University delivers the education and training needed for designing and operating safe, reliable electric power systems. The SEL quality system meets all of the requirements of ISO 9001:2008 and conforms to Federal Regulation 10 CFR 50 Appendix B and CAN3-Z299.3-85, a national standard of Canada. The SEL quality system has been certified to ISO 9001 since July 1994; the latest certificate is available at [www.selinc.com](http://www.selinc.com).

Figure 1 shows a standard quality system flow chart used on Engineering Services projects. This chart can be customized per the needs of the Customer.



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Rev 6-Nov-2012



Figure 1 Standard SEL Quality Plan for Engineering Services Projects



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SEL Project #: OP4242.002.00  
Silicon Valley Power  
16 September 2014  
Page 7

## 5 SEL Terms and Conditions

---

To accept this proposal and attached terms, please return this sheet, signed and dated. Proposal subject to the terms negotiated between Silicon Valley Power and Schweitzer Engineering Laboratories, Inc. on General Terms and Conditions – Call Agreement signed April 24<sup>th</sup>, 2012 shall be used for this proposal and are herein incorporated by reference.

Silicon Valley Power (“Customer”)

1500 Warburton Ave.

Santa Clara, CA 95050-3796

USA

FAX: 408.241.8291

Schweitzer Engineering Laboratories, Inc. (“SEL”)

2350 NE Hopkins Court

Pullman, WA 99163

USA

FAX: 509.336.4445

PE Signature: \_\_\_\_\_

Number: CA: E 19430 \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Information (to be completed by client):

Contract Amount: \$ \_\_\_\_\_

Client PO/  
Reference/Contract#: \_\_\_\_\_

Ship To Address: \_\_\_\_\_

Bill To Street Address: \_\_\_\_\_

Bill To Email Address: \_\_\_\_\_



Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B-4

City of Santa Clara, California



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Approval of Call No. 14-3 for Professional Services with Milton Security Group LLC for Network Systems Services to Assist the System Support Area in the Electric Department

### EXECUTIVE SUMMARY:

The Electric Department operates various technology projects in support of multiple Utility business functions. The network and information systems used in the Silicon Valley Power (SVP) Utility infrastructure that support integrated services and data management have grown significantly over the last several years. The availability of these systems within SVP is critical for the reliable operations of the Utility such as Power Scheduling and Trading, Power Generation, Advanced Metering Infrastructure (AMI), Utility Communications and Supervisory Controls and Data Acquisition (SCADA). Milton Security Group, LLC has provided a proposal for Call No. 14-3 for Professional Services to support these functions for current and anticipated Electric Department projects under their current Call Agreement. Tasks shall include creating, modifying, managing groups and permissions, and providing a trust between SVP and City of Santa Clara for the Windows Server Infrastructure and Virtual Machine Administration. These services will also be involved with implementation and maintenance of the Security Camera System and Card Access in accordance with policy and procedures required by NERC Critical Infrastructure Protection Standards. A copy of Call No. 13 for Professional Services 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:

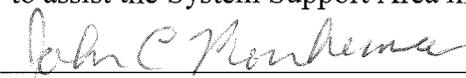
Approval of Call No. 14-3 will provide necessary support to SVP in the efforts towards overall utility network service uptime, support of end users, virtualization environment support, windows server administration, Domain Name System (DNS) administration and support for security systems such as cameras and card access.

### ECONOMIC/FISCAL IMPACT:

The total cost of service under Call No. 14-3 with Milton Security Group, LLC is \$158,835.20. 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. 14-3 for Professional Services with Milton Security Group LLC, in an amount not to exceed \$158,835.20, for Network Systems Services to assist the System Support Area in the Electric Department.

  
 \_\_\_\_\_  
 John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds:  
 091-1351-87870 \$158,835.20

APPROVED  
  
 \_\_\_\_\_  
 Julio J. Fuentes, City Manager

  
 \_\_\_\_\_  
 Gary Ameling  
 Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

### Documents Related to this Report:

- 1) *Call No. 14-3 for Professional Services with Milton Security Group LLC*

**CALL NO. 14-3  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY MILTON SECURITY GROUP INC.**

The Parties to this Call No. 14-3 ("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, July 19, 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 Milton Security Group Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Network Systems Services" dated September 1, 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 October 28, 2014 and ending on October 31, 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 fifty eight thousand eight hundred thirty five dollars and twenty cents (\$158,835.20), 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

**MILTON SECURITY GROUP INC**  
a Delaware Corporation

By: \_\_\_\_\_  
Title: JAMES McMURRY  
Managing Partner  
Address: 261 East Imperial Highway, Ste. 550  
Fullerton, CA 92835  
Telephone: (714) 515-4011  
Fax: (714) 459-7489

"CONTRACTOR"



## Network Systems Services

Proposal to

City of Santa Clara

Silicon Valley Power

Sept 1, 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 ("MSG") on an ongoing basis to assist with the ongoing support, operational support and after hour technical support.

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. 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.

### PURPOSE

The objective of this proposal is to provide the specialized services performed by a Network System Services Coordinator(s) to in support of SVP in their efforts towards overall utility network services uptime, support end users, virtualization environment support, windows server administration, DNS administration, card access systems and other systems on an on-demand requested by SVP System Support management.

### TASK OVERVIEW

#### Task 1 : Network Systems Support

1. Configure, maintain and test all new and existing networking switches, routers and other devices as needed to support a reliable network infrastructure at SVP, including SCADA, Substation, Operations and Trading systems
2. VPN Support
3. Security support
4. WAN Connectivity

#### Task 2 : Network Documentation

1. Document current SVP network infrastructure

Milton Security Group – 261 Imperial Highway #550 Fullerton CA 92835 – 714.515.4011



2. Maintain and update network documentation as changes occur

Task 3 : Network Monitoring

1. Maintain network health monitoring systems (MRTG, WhatsUp, Nagios, etc)
2. Monitor logs and correlate events

Task 4 : Substation Support

1. Configure, maintain and assist in the expansion of networking services at new, existing and planned Substations

Task 5 : Projects as assigned

1. Current examples of projects underway:
  - Configuration and testing of specialized network substation switches for the AMI project
  - Configuration and testing of specialized media converters for the AMI wireless project

Task 6 : After Hours On-Call and Overtime as Needed

1. Due to the nature of the work SVP does, there is a need for a 24 hour on-call. Provide on-call services as needed.

Task 7 : Administration

1. Attend meetings and provide professional independent evaluation to SVP management on proposals, vendor offerings, and internal requirements. MSG personnel will not direct other staff, but may provide guidance or suggestions to SVP management as requested.

HOURLY RATES

Milton Security Group will provide services as identified in this document to SVP at an hourly rate of \$71.24 per hour during non-holiday daytime work hours for the Network Systems Services Consultant(s). After hour services will be provided at an hourly rate of \$106.86 per hour.

Services will be provided during the term of this proposal at a Not-to-Exceed amount of \$158,835.20.

Invoicing will be done on a weekly basis.



## PROJECT MANAGEMENT

James McMurry will, as Principal Consultant, manage the project tasks. In addition, Mr. McMurry will be directly responsible for (1) managing schedules of MSG staff and MSG budgets; (2) project planning per the request of SVP management; (3) technical oversight of the consultants provided by MSG.

Milton Security Group – 261 Imperial Highway #550 Fullerton CA 92835 – 714.515.4011

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B5

City of Santa Clara, California



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Approval of Call No. 14-4 for Professional Services with Milton Security Group LLC for Project Managers to Assist the Electric Department Systems Support Division

### EXECUTIVE SUMMARY:

The Electric Department Systems Support Division manages and supports multiple technology projects for the Utility business functions. Included in these projects are server implementations and internal networking infrastructure that houses the Meter Data Management Services (MDMS) and Advanced Metering Infrastructure (AMI) project; and a new GIS-based electrical outage management system and Data Historians for the Engineering and Electric Control centers. System Support also provides installation and upgrades of the technology infrastructure for the electrical substations, including integrating elements required for compliance with new federal security standards and new network infrastructure components with energy saving blade servers and switches.

Milton Security Group, LLC, under their existing Call Agreement, has provided a proposal for Call No. 14-4 for Project Managers to provide ongoing support of the Meter Data Management Services, Advanced Metering Infrastructure and GIS electrical outage management system and Data Historian projects in the Electric Department. A copy of Call No. 14-4 for Professional Services 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. 14-4 will provide necessary support for staff to pursue the activities as described.

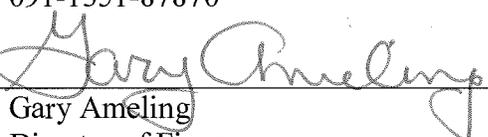
### ECONOMIC/FISCAL IMPACT:

The total cost of service under Call No. 14-4 with Milton Security Group, LLC is \$287,040.00. Sufficient funds are available in the Electric Department's Contractual Services/Not Classified account, 091-1351-87870-[F]92300.

### RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Call No. 14-4 for Professional Services with Milton Security Group LLC, in an amount not to exceed \$287,040.00, for Project Managers to assist the System Support Division of the Electric Department.

  
 John C. Roukema  
 Director of Electric Utility

Certified as to Availability of Funds:   
 091-1351-87870 \$287,040.00  
  
 Gary Ameling  
 Director of Finance

APPROVED:  
  
 Julio J. Fuentes  
 City Manager

MAJORITY VOTE OF COUNCIL

### Documents Related to this Report:

- 1) Call No. 14-4 for Professional Services with Milton Security Group LLC

**CALL NO. 14-4  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY MILTON SECURITY GROUP LLC**

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 Milton Security Group LLC," dated July 19, 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 Milton Security Group LLC ("Contractor"), which are more fully described in Contractor's proposal to City entitled "\*for the implementation of Utility-Based Communication and Information Technology Projects" dated September 1, 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 October 28, 2014 and ending on October 31, 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 eighty seven thousand and forty dollars (\$287,040.00), 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

**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"



Project Management Consulting  
for the Implementation of Utility-Based Communication and Information Technology Projects

Proposal to  
City of Santa Clara  
Silicon Valley Power

September 1, 2014

BACKGROUND:

The City of Santa Clara's ("City") municipal electric utility, Silicon Valley Power ("SVP") is implementing several utility based projects and programs with cyber-security, critical communication infrastructure, and specialized utility-based information technology applications. SVP has determined that it is necessary to maintain a project management office in order to properly plan and manage the multiple dependent projects and overlapping resources required to integrate new technologies and applications. To accomplish this, SVP has requested that Milton Security Group ("MSG") provide expert assistance in project management requirements in order to complete projects on-time, on-budget and within scope.

PURPOSE:

MSG will work collaboratively with SVP and provide consulting services to perform program and project management functions for major communication and information technology projects and tasks within the Systems Support Group.

SCOPE OF WORK:

The duties and responsibilities of the Project Manager include:

- Providing day-to-day coordination and quality assurance for projects and tasks using best practices.
- Act as project team member in identifying and developing systems requirements for Systems Support.
- Interfacing with Systems Support and other groups within SVP for project requirements and scope.
- Developing detailed project plans related to assigned initiatives.

Milton Security Group – 261 E Imperial Highway Suite 550 Fullerton CA 92835 – (714) 515 4011



- Provide leadership and managing end-to-end project plans and ensuring on-time delivery on-budget and within scope or report when projects are in need of reassessment.
- Providing hands on project management during analysis, design, development, testing, implementation, and post implementation phases.
- Assisting with resource forecasting, delivery and change management of projects.
- Assist with the formation and facilitation of cross functional taskforces.
- Proactively identify and report on risks, issues and dependencies for the project.
- Providing appropriate feedback for course-correction on methodology to the respective project teams.

**SVP Responsibilities:**

To ensure project success, MSG will require the following support from SVP:

- Provide a single point-of-contact for each project for each or any MSG Project Management consultant
- Assist in scheduling meetings and meeting locations
- Provide workspace or meeting space for consultants while MSG is onsite
- Vendor management as needed
- Timely review and approval of documents

**PRICING:**

MSG will provide services on a time and material basis No overtime is authorized under this, all MSG staff will work normal business hours Monday through Friday.

Milton Security Group will provide services as identified in this document to SVP at an hourly rate of \$69.00 per hour for each Project Management Consultant.

Services will be provided at a not-to-exceed amount of \$287,040.00 for twelve months for up to two Project Management Consultants.

Invoicing will be done on a weekly basis for the level of effort expended.

Milton Security Group – 261 E Imperial Highway Suite 550 Fullerton CA 92835 – (714) 515 4011



Ebix Insurance No. S200001663

**CALL NO. 14-6  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY MILTON SECURITY GROUP LLC**

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 Milton Security Group LLC," dated July 19, 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 Milton Security Group LLC ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Subscriber Management" dated September 1, 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 October 28, 2014 and ending on December 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 twenty three thousand four hundred dollars (\$23,400.00), 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

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

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

"CITY"

**MILTON SECURITY GROUP INC**  
a Delaware corporation

By: \_\_\_\_\_  
JAMES M. MURRY  
Title: Managing Partner  
Address: 261 East Imperial Highway, Ste. 550  
Fullerton, CA 92835  
Telephone: (714) 515-4011  
Fax: (714) 459-7489

"CONTRACTOR"



## Subscriber Management Proposal to

City of Santa Clara

Silicon Valley Power

Sept 1, 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 (MSG) on an ongoing basis to assist with Subscriber Management of the SVP MeterConnect™ wireless outdoor Wi-Fi network within the City of Santa Clara

### PURPOSE:

The objective is to support and leverage the existing subscriber management system elements to actively manage the access and use by internal and external users for the Tropos-based outdoor Wi-Fi system in accordance with agreed upon guidelines.

### PROJECT OVERVIEW:

MSG will assist in the following areas to for Subscriber Management for Wi-Fi services:

- 1.1 Assist with Wi-Fi network and VLAN design for each SSID.
- 1.2 Assist with the development of policies and procedures to operate the WiFi system
- 1.3 Report usage of Wi-Fi network
- 1.4 Respond to DMCA notices and take appropriate action
- 1.5 Maintain security profiles
- 1.6 Maintain and manage Subscriber Management System (SMS) elements
- 1.7 Repair, upgrade or replace SMS elements as needed

### HARDWARE OVERVIEW:

#### **Ownership and Warranty**

Milton Security Group possesses full ownership of the Edge7200 equipment (a.k.a the SMS) onsite and is responsible for maintaining its operational status. The hardware warranty for the Edge7200 devices is full replacement of the defective hardware during the term of this agreement.

### WORK OVERVIEW:

MSG has implemented a hardware based subscriber management solution that provides a mechanism for providing outdoor Wi-Fi access for Public use, City employees and AMI devices. The SMS solution, an EDGE7200 device, has been deployed inline on the network, between the BAP locations and the SVP Network. The EDGE7200 device provides admission and access control for all users on the Wi-Fi network, providing granular control over how users access Network resources.



**Free Public Wi-Fi Access**

The EDGE7200 provides control over the administration and usage of the free, public Wi-Fi area of the network. The following subscriber management functions can be implemented by the EDGE7200 to service the public Wi-Fi area:

- Provide an informational splash page when users connect to the Wi-Fi network.
- Limit allowable protocols on the network (ex: http, https).
- Provide point-to-point client IP addressing (/30 subnet mask) to eliminate client-to-client communication.
- Limit the allowable bandwidth per user.
- Implement time based access onto the network (if applicable)
- Registration requirements including email and user ID.
- Registration systems to maintain email, user ID, MAC address
- Monitoring to include time of use and bandwidth tracking per user.

**Secure Wi-Fi Access for SVP and City Employees**

As an identity-based access control device, the EDGE7200 can provide granular network access to the City employees based on their credentials. Using the current Wi-Fi infrastructure, single SSID, City employees will launch an encrypted connection to gain access to the internal LAN. When the Wi-Fi network is upgraded with multiple SSID support, the EDGE7200 can be reconfigured to apply admission and access control based on the connecting user (via the VLAN tag)

**COSTS:**

MSG will provide services as identified below. Invoicing will be done at the end of the month for the coming month. This includes the rental of all required equipment.

	Monthly Standard Rental and Support Rate	City of Santa Clara SVP Monthly Rate	Yearly Total Cost
Subscriber Mgmt System Rental with warm spares	\$5,300.00	\$1,950.00	\$23,400.00

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B-7

City of Santa Clara, California



**Date:** October 15, 2014

**To:** City Manager for Council Action

**From:** Director of Electric Utility

**Subject:** Approval of an Electric Service Agreement with Digital Realty Trust, L.P. for the Purchase of Electricity on a Long-Term Basis in Exchange for Certain Discounted Rates

### EXECUTIVE SUMMARY:

Digital Realty Trust, L.P. (DRT) is one of the City of Santa Clara Electric Utility's, Silicon Valley Power (SVP), largest customers for the purchase of electricity. The City currently has a contract with DRT for the purchase of energy, which expires on October 31, 2014. DRT desires to enter into a new long-term agreement for service on and after November 1, 2014. This contract provides for rate discounts commensurate with the type of service to be provided to DRT. It also provides for commensurate changes in rates as rates to other SVP customers are changed. In addition, DRT agrees to purchase all energy delivered to the locations designated in the contract from SVP. Pursuant to the Public Records Act and pursuant to the Agreement, certain terms of the Agreement must be maintained as confidential. Therefore, while the majority of the Agreement will be maintained as a public record, confidential terms are available for council review in the Office of the City Clerk. A copy of the Electric Service 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:

By entering into this Agreement, SVP will be assured of stable, predictable power sales to this existing customer, for an extended time. If the Agreement is not entered into, SVP may lose the opportunity to make future sales of electrical energy to DRT.

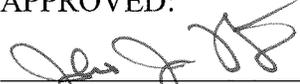
### ECONOMIC/FISCAL IMPACT:

No capital expenditures will result from entering into this contract. Some reduction in revenue will occur from the discounts in return for revenues that will continue to be received from DRT for the life of the agreement.

### RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, the Electric Service Agreement with Digital Realty Trust, L.P. for the purchase of electricity on a long-term basis in exchange for certain discounted rates.

  
 \_\_\_\_\_  
 John C. Roukema  
 Director of Electric Utility

APPROVED:  
  
 \_\_\_\_\_  
 Julio J. Fuentes  
 City Manager

- Documents Related to this Report:**
- 1) *Electric Service Agreement with Digital Realty Trust, L.P.*

**ELECTRIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
DIGITAL REALTY TRUST, L.P.**

**PREAMBLE**

This agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (“Effective Date”) by and between Digital Realty Trust, L.P., a Maryland limited partnership, with its principal place of business located at 560 Mission Street, Suite 2900, San Francisco, California 94105 (“Customer”), 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, doing business as Silicon Valley Power (“SVP”). SVP and Customer may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. The City of Santa Clara owns and operates an electric utility, doing business as Silicon Valley Power, and currently provides electric service to Customer in Santa Clara, California, pursuant to standard rate schedules authorized by the City Council of the City of Santa Clara;
- B. Customer’s electric service requirements covered by this agreement are those served under SVP’s demand-metered rate schedules (or their successors). Customer is one of SVP’s very largest customers served under SVP’s demand-metered rate schedules;
- C. Customer’s service conditions are not fully accommodated by SVP’s standard demand-metered rate schedules;
- D. Customer has represented to SVP its intention to remain a long-term electric customer, and to continue the operations of its current facilities in the City of Santa Clara during the term of this Agreement;
- E. Customer wishes to receive discounts to the energy rates it currently pays to SVP as consideration for Customer’s long-term commitment;
- F. The ability to attract and to retain very large customers benefits all customers because very large customers provide significant contributions to SVP’s fixed costs related to investments in generation, transmission and distribution facilities;
- G. The cost to serve very large customers is generally lower than for other large customers;
- H. SVP desires to retain a stable, predictable customer base and help keep rates low for all customers by entering into long term contracts with its very largest customers;
- I. SVP is willing to provide discounts to Customer’s electric service accounts in order to retain Customer as an electric customer of SVP, and to provide an incentive for continued

growth of Customer's electrical load in Santa Clara and the resulting benefits to SVP's electric ratepayers of growth of the local economy; and,

- J. This agreement will not cause rates charged to Customer or other SVP customers to exceed SVP's reasonable costs of providing electric service.

The Parties 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. DEFINITIONS**

Definitions of the terms used in this Agreement are set forth in Exhibit A, attached and incorporated by this reference.

### **3. TERM OF AGREEMENT**

The term of this Agreement is set forth in Exhibit B, attached and incorporated by this reference, and is Confidential Information. After Customer's meters are read at the first regular meter reading following the Effective Date of this Agreement, all terms and provisions of this Agreement shall govern and supersede any and all rates, terms, provisions or contracts previously governing electric service of Customer.

### **4. SCOPE OF AGREEMENT**

This Agreement governs the discount to Customer's electric service charges pursuant to the Applicable Rate as defined in Exhibits A and B hereto, which are attached and incorporated by this reference. Except as otherwise provided in this Agreement and its Exhibits, SVP shall provide electric service to all Accounts within the city limits of the City of Santa Clara, in accordance with SVP's applicable Rate Schedule for electric service (less discounts provided in this Agreement) and Rules and Regulations governing electric utility procedures and Customer practices, as approved by the City Council of the City of Santa Clara from time to time and incorporated by this reference as though set forth in full. This Agreement provides for certain obligations to be undertaken by the Parties, with the intent that SVP will provide Customer with certain discounts on Customer's charges for electric service in consideration of Customer entering into a long term contract with SVP. All of Customer's Accounts in the City of Santa Clara will be subject to the Public Benefits Charge and Independent System Operator charge, and any other federal or state government mandated charges due to restructuring of the electric industry that are generally applicable to SVP's Similar Customers, as such charges are in effect during the term of this Agreement. The Billing Factor used to calculate any state or

federally mandated, non-bypassable charge (in existence now or in the future) that is generally applicable to Similar Customers, is not subject to a discount.

**5. BILLING RATE**

The Billing Rate is set forth in Exhibit B, which is Confidential Information.

**6. NO BYPASS OR SUBSTITUTION**

Subject to SVP continuing to supply Customer with electrical service, Customer shall, with respect to all Santa Clara Accounts, take all electric service requirements from SVP. Except as otherwise set forth herein, and except during emergency or outage situations, or for periodic testing of emergency generating equipment, Customer agrees not to generate its own electric power or to purchase or otherwise obtain any portion of its electricity requirement in Santa Clara from any person, firm, or entity other than SVP during the term of this Agreement. Customer further agrees not to substitute any other source of energy for electricity which it currently uses, unless approved by SVP and not inconsistent with the intent of this Agreement; said consent by SVP shall not be unreasonably withheld. If, during the term of this Agreement, changes occur in Customer's operations which require more electricity in Santa Clara, SVP will be the supplier of that electricity. Except as otherwise provided in this paragraph, in no event shall there be any cogeneration, self-generation or electricity wheeled from any other source to be used at any of Customer's locations in Santa Clara. Customer shall not resell the electricity sold to it by SVP to any other Party, except that Customer may provide electricity to a sublessee so long as Customer does not charge a profit.

**7. CESSATION OF OPERATIONS**

In the event that Customer reduces its operations of any facility within the City limits of the City of Santa Clara such that Customer's usage of electricity drops below the threshold set forth in Exhibit B, or otherwise wholly or partially ceases to need electric energy from SVP, then the discounts allowed Customer pursuant to this Agreement shall be reduced as set forth in that Exhibit.

**8. RIGHT TO RECEIVE REQUEST FOR PROPOSAL**

For the term of this agreement, SVP shall be included on any list of potential bidders for a Request for Proposal ("RFP") issued by Customer's facilities within Santa Clara city limits relating to the purchase of electricity or Energy Services. Customer shall attempt, in good faith, to provide SVP an equal amount of time to respond to any such RFP issued by Customer, as any other entity responding to the RFP.

**9. RIGHT OF ACCESS**

In addition to and consistent with the rights of access allowed to SVP pursuant to the Rules and Regulations, and subject to SVP signing a reasonable non-disclosure agreement, Customer hereby grants to the City of Santa Clara, its employees, agents and authorized representatives, reasonable accompanied access to the premises of each Account, upon reasonable advance notice, for the purpose of making energy efficiency or

other energy service recommendations, advising Customer on available energy conservation options, and determining compliance with the terms of this Agreement.

**10. FORCE MAJEURE**

Neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" as used in this Agreement, shall mean any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefor. Such Uncontrollable Force includes the failure or threat of failure of facilities, Act of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident. No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

**11. NO CONSEQUENTIAL OR INDIRECT DAMAGES**

Neither Party to this Agreement shall be liable to the other Party for indirect or consequential damages.

**12. COMPLIANCE WITH UTILITY RULES AND REGULATIONS**

All the provisions of the Rules and Regulations governing electric utility procedures and customer practices, as approved by the City Council of the City of Santa Clara from time to time, shall remain in full force and effect and shall apply to the terms and conditions of this Agreement. In the event that the terms of this Agreement conflict with the Rules and Regulations, the provisions of this Agreement shall govern.

**13. ASSIGNMENTS AND SUCCESSORS IN INTEREST**

SVP and Customer bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the other Party, except that Customer may assign this Agreement to an Affiliate (as defined in Exhibit A) without the consent of SVP; however, said Affiliate will be bound by all obligations hereunder and shall notify SVP of the assignment (and of any change required with

regard to the Notice provisions of this Agreement set forth in Article 18) prior to the end of the first Billing Cycle after assignee has received the assignment.

**14. AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and incorporated into this Agreement.

**15. INTEGRATED DOCUMENT/TOTALITY OF AGREEMENT**

This Agreement, its Exhibits and the City's Rules and Regulations embody the entire agreement between SVP and Customer and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of SVP prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding.

**16. 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.

**17. NOTICES**

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

Silicon Valley Power  
City of Santa Clara Electric Department  
Attn: Director of Electric Utility  
1500 Warburton Avenue  
Santa Clara, California 95050

And to Customer addressed as follows:

Digital Realty Trust, L.P.  
Attn: Asset Manager  
1100 Space Park Drive, Suite 104  
Santa Clara, CA 95054

**18. 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.

**19. STATUTES AND LAW GOVERNING AGREEMENT**

This Agreement shall be governed and construed in accordance with the statutes and laws of the state of California.

**20. NON-WAIVER**

No waiver by a Party of all or any of its rights with respect to a condition, default or other matter arising in connection with this Agreement shall constitute or be deemed a waiver by such Party as to any subsequent condition, default or other matter.

**21. RIGHTS AND REMEDIES**

Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies imposed by or available at law.

**22. ALTERNATIVE DISPUTE RESOLUTION**

Customer is bound to exhaust all administrative remedies required by the Rules and Regulations adopted by the City of Santa Clara from time to time, as well as any other administrative remedies required by law. In the event that Customer exhausts all administrative remedies, but continues to dispute items, then, prior to commencing any litigation against the City of Santa Clara or SVP, Customer shall engage in Alternative Dispute Resolution as follows:

- A. Any controversies between Customer and SVP 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 that the Superior Court of Santa Clara County 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. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation, which arises 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. CONFIDENTIALITY**

- A. The Parties to this Agreement agree to maintain as confidential, to the extent permitted by law, that information contained in Exhibit B to this Agreement, as well as any other information exchanged by the Parties and clearly labeled by the Disclosing Party as "Confidential Information."
- B. Customer acknowledges that Santa Clara is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Santa Clara acknowledges that Customer may submit information to Santa Clara that Customer considers Confidential Information, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civil Code

section 3426 et seq.), or otherwise not subject to disclosure pursuant to an exemption to the California Public Records Act (Government Code section 6254 et seq.) Customer acknowledges that Santa Clara may submit to Customer information that Santa Clara considers Confidential Information or proprietary or not subject to disclosure pursuant to an exemption to the California Public Records Act (Government Code section 6254 et seq.). 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 contained in Exhibit B hereto or 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 United States 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.

**24. OTHER AGREEMENTS**

This Agreement shall not prevent SVP or Customer from entering into similar agreements with others that do not conflict with the terms hereof.

**25. CONSTRUCTION OF THIS AGREEMENT**

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Each Party has been represented by Counsel. 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 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. This Agreement is to be construed to effectuate the normal and reasonable expectations of a sophisticated buyer of utility services and a sophisticated provider of such services and shall not be construed either for or against either Party.

**26. NO PARTNERSHIP**

Neither SVP nor Customer is a partner or joint venturer with the other and nothing in this Agreement may be construed to make them partners or joint venturers or impose any liability as such on either of them.

**27. ENFORCEABILITY**

If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provisions of this Agreement and all other provisions will remain in full force and effect.

The Parties hereby accept the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. Each Party represents that the person signing this Agreement has authority to bind their respective entity. It is the intent of the parties that this Agreement shall become operative as of the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation  
doing business as Silicon Valley Power

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

“SVP”

**DIGITAL REALTY TRUST, L.P.**  
**A MARYLAND LIMITED PARTNERSHIP**

By: \_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Customer)  
Name: Mark H. Luz  
Title: Vice President Portfolio Management, West Region  
Local Address: 1100 Space Park Dr., Suite 104, Santa Clara, CA 95054  
Email Address: \_\_\_\_\_  
Telephone: (408) 387-8506  
Fax: (408) 387-8558

“Customer”

S:\Attorney\AGREEMENTS\Electric\Electric Service Agreement Form.doc

**ELECTRIC SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
DIGITAL REALTY TRUST, L.P.**

**EXHIBIT A**

**DEFINITIONS**

Accounts means all currently existing or subsequently established Customer electric service accounts served by SVP, whether owned or leased by Customer.

Advanced Metering means the use of electronic equipment to record and communicate actual electric use during the minutes or hours of each day.

Affiliate means any entity that is directly or indirectly owned or controlled by Customer or its ultimate corporate parent company.

Applicable Rate is (1) any rate in the Rate Schedule that is in effect by reason of its adoption by the City Council of the City of Santa Clara, (2) for which Customer qualifies and (3) which has been chosen by Customer.

Billing Cycle means one of twelve (12) monthly scheduled intervals per calendar year, in which electric meters for all Accounts are read, and for which utility bills are subsequently rendered to Customer.

Billing Factor is an amount expressed as (1) a one time charge, (2) a dollar amount, (3) dollars per kilowatt of demand, (4) dollars per kilowatt-hour or (5) a percentage surcharge, that is applied to the appropriate unit of use and is subject to change in accordance with the law.

Billing Rate means the rate set forth in Exhibit B.

Confidential Information means any information contained in Exhibit B hereto, as well as any information which is of a non-public, proprietary or confidential nature belonging to the Disclosing Party, including without limitation, all reports and analyses, meter data, technical and economic data, studies, forecasts, trade secrets, research or business strategies, financial or contractual information, gas or coal reserve information, customer identity, customer credit history, customer utility usage data, customer contacts, address or telephone numbers, negotiated rates, loads, energy requirements, certain sales market information or other written or oral information. Confidential Information may be in any form whatsoever, including without limitation writings, computer programs, logic diagrams, component specifications, drawings or other media.

Only that information disclosed by a Party and clearly designated in writing as “confidential” shall be deemed to be Confidential Information, provided that the following are considered Confidential Information independent of whether they have been designated in writing as such:

meter data, consumption patterns, load forecasts, or any item developed based upon Customer's meter data, Customer bills and billing information. However aggregate utility statistics that are developed based upon Customer's meter data as well as other SVP customer's meter data, are not Confidential Information. Examples of such aggregate utility statistics are summaries of overall sales, utility program results or overall utility load forecasts that do not identify an individual Customer. Verbal information and other information in an intangible form that is intended to be treated as Confidential Information shall be described in writing and identified as "Confidential Information."

Notwithstanding the foregoing, the term "Confidential Information" shall not include (and neither Party shall be under any obligation to maintain in confidence or not use) any information (or any portion thereof) disclosed to it by the other Party to the extent that such information:

- A. is in the public domain at the time of disclosure; or
- B. at the time of or following disclosure, becomes generally known or available through no act or omission on the part of the Receiving Party; or
- C. is known, or becomes known, to the Receiving Party from a source other than the Disclosing Party or its Representatives (as defined herein), provided that disclosure by such source is not in breach of a confidentiality agreement with the Disclosing Party; or
- D. is independently developed by the Receiving Party without violating any of its obligations under this Agreement; or
- E. is legally required to be disclosed by judicial or other governmental action; provided, however, that prompt notice of such judicial or other governmental action shall have been given to the Disclosing Party and that the Disclosing Party shall be afforded the opportunity (consistent with the terms of this Agreement) to exhaust all reasonable legal remedies to maintain the Confidential Information in confidence, in accordance with this Agreement.

Delivery Point means the point at which Customer's electrical facilities interconnect with SVP's transmission or distribution system, and has the same meaning as "Utility Connection Point" as used in the Rules and Regulations.

Disclosing Party means the Party to whom Confidential Information originally belongs and who (after appropriate notice) shall bear the burden of pursuing legal remedies to retain confidentiality as set forth in the Agreement.

Energy Services means services designed to reduce energy costs through load management or improved energy efficiency. It includes but is not limited to energy retrofits, load profiling software and management, and Advanced Metering.

Independent System Operator Charge means whatever charge is assessed by the Independent System Operator against SVP, currently passed through by SVP in its rates for service as grid management charge, and which SVP in the future passes through to SVP's Similar Customers generally.

Public Benefit Charge means the Public Benefit Charge that is currently assessed pursuant to California Public Utilities Code section 385, and passed through to SVP's Similar Customers generally.

Rate Schedule is the set of rates for electric service adopted by the City Council of the City of Santa Clara from time to time.

Receiving Party means the Party to this Agreement who receives information designated as "Confidential Information" by the Disclosing Party.

Rules and Regulations means those policies governing the operation and service of the City's electric utility known as Silicon Valley Power, and adopted by the City Council of the City of Santa Clara by resolution, from time to time.

Similar Customers means electric energy customers of SVP in Santa Clara with electricity usage characteristics similar to those of Customer. Characteristics evaluated to make this determination may include, without limitation, electricity cost characteristics, load profiles, capacity requirements, energy requirements, and location within SVP's service territory.

Tariff means the (1) Rate Schedule (2) Rules and Regulations and (3) Municipal Fees applicable to the Electric utility, adopted by the City Council of the City of Santa Clara from time to time.

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B-8

City of Santa Clara, California



**Date:** November 4, 2014

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Approval of Change Order No. 1 with Granite Construction Company, Inc. for Santa Clara Various Streets and Roads Preservation Project (CE 13-14-04)  
Contractor: Granite Construction Co. Net Increase: \$251,977.50

## EXECUTIVE SUMMARY:

This project, substantially funded by a Federal grant, involves the rehabilitation/reconstruction of portions of Benton Street, Los Padres Boulevard, and Lincoln Street. The project was awarded by City Council on June 10, 2014 for an amount of \$1,689,382.80, with a 10% contingency amount of \$169,000. On Lincoln Street, the plan was to remove five inches of the existing asphalt and replace it with an improved street section. The design was developed after cores were drilled at various locations to determine the existing conditions. As-built drawings of this very old street are not available or are incomplete.

After the project was awarded, but prior to start of work, it was observed that the actual conditions of the street were not as expected. Additional bore samples were taken through the street. It was eventually determined that substantial portions of Lincoln Street between El Camino Real and Homestead Road consist of a concrete street overlaid with approximately 1½" to 2½" of asphalt.

In order to perform a proper reconstruction of the street, a re-design of the work on Lincoln Street was necessary. Instead of removing and replacing five inches of asphalt, the revised design involves removal of both asphalt and concrete to a depth of 4 inches. The road would then be reconstructed using only 4 inches of asphalt paving.

Grinding and removing concrete is significantly slower and more expensive than grinding and removing asphalt. This change order provides the additional time needed to perform the modified work and provides payment for the added costs.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval will allow the work on this grant-funded project to continue on time to meet deadline requirements.

## ECONOMIC/FISCAL IMPACT:

The Project obtained a Federal grant funding through the Federal Surface Transportation Program (STP) Grant. Federal pro rata share would cover approximately 88% of the total participatory cost while remaining cost will be provided through City local match funds per Federal requirements. Funds for this change order are available in Santa Clara Various Streets and Roads Preservation Project (533-4443-80300-1371-(G)STP14) and Annual Street Maintenance Rehabilitation Project (522-4443-80300-1468).

City Manager for Council Action

Approval of Change Order No. 1 with Granite Construction Company, Inc. for Santa Clara Various Streets and Roads Preservation Project (CE 13-14-04)

Page 2

	CHANGE ORDER NO.	TOTAL VALUE	% OF PROJECT COST
Previous Change Orders	N/A	0	0
This Change Order for Council Approval	1	\$251,977.50	15%

The entire cost of this change order will be with increased funding provided through Federal grant and local match. The original contingency approved by the City Council remains unaffected.

**RECOMMENDATION:**

That the Council:

- 1) Approve a \$251,977.50 increase in funding for the Santa Clara Various Streets and Roads Preservation Project (CE 13-14-04); and
- 2) Authorize the City Manager to execute Change Order No. 1 with Granite Construction Co. for a net increase of \$251,977.50 for the Santa Clara Various Streets and Roads Preservation Project (CE 13-14-04) to allow modifications to the work on Lincoln Street.



Rajeev Batra  
Director of Public Works/City Engineer

Certified as to Availability of Funds:

533-4443-80300-1371-[G]STP14 \$221,664.00  
522-4443-80300-1468 \$30,313.50

APPROVED:



6 Julio J. Fuentes  
City Manager



Gary Ameling  
Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

*Documents Related to this Report:*

- 1) Change Order No. 1

# PUBLIC WORKS CONTRACT CHANGE ORDER No. 1

(Per City of Santa Clara Public Works Agreement)

Page 1 of 2

This Change Order is issued after the Effective date of the Agreement and modifies the terms of the Agreement. It is signed by Contractor, Architect/Engineer and Owner and authorizes the addition(s), deletion(s) or revision(s) in the Work described in the Agreement and/or provides for an adjustment in the Contract Price and/or the Contract Times included in the Agreement.

PROJECT NAME: Santa Clara Various Streets and Roads Preservation (Benton Street, Los Padres Blvd., and Lincoln Street)  
 CITY CONTRACT NO. CE 13-14-04  
 ORIGINAL CONTRACT PRICE: \$1,689,382.00

OWNER: CITY OF SANTA CLARA, CALIFORNIA  
 CONTRACTOR: Granite Construction Company, Inc.

Contractor agrees to make the following changes in the Contract Work and/or Contract Times:

Description of Changes to be Made:

New/Bid Item	Description	Qty	Unit	Unit Cost	Extended Amount
7	Grind/Remove Existing AC (5")	-12,000	SY	\$3.75	-\$45,000.00
7A	Grind/Remove Existing AC (1.5")	12,000	SY	\$3.60	\$43,200.00
7B	Grind/Remove Existing AC (2.5")	4,000	SY	\$5.49	\$21,960.00
7C	Grind/Remove Existing Concrete (2.5")	8,000	SY	\$33.39	\$267,120.00
12	Asphaltic Concrete Pavement	-3,375	Ton	\$80.00	-\$270,000.00
12A	Asphaltic Concrete Pavement	2,745	Ton	\$85.50	\$234,697.50

Item 7 above was the original cost for grinding and removing 5" thick of asphalt concrete. This item is removed from the Contract. (SY = Square Yard)

Item 7A, 7B, and 7C cover all costs associated with the added work to grind and remove existing asphalt concrete plus the Portland cement concrete pavements. These are newly added pay items. (SY = Square Yard). The price for Item 7C, Grind/Remove Existing Concrete (2.5") excludes grinding of any rebar or steel found in the existing Portland Cement Concrete pavements.

Item 12 above was the cost for installing asphaltic concrete pavements. This item is removed from the Contract.

Item 12A cover all costs associated with the work to install the new required asphaltic concrete pavement on Lincoln Street. This is a newly added pay item.

The above quantity estimates may be increased or decreased, depending on actual field measurements, without effect on Unit Cost. The above changes are fully described in Granite's Change Order Request No. 1, dated October 2, 2014.

**CHANGE IN CONTRACT PRICE:**

Net Change This Change Order:

**\$ 251,977.50**

**CHANGE IN CONTRACT TIMES:**

Net Change in Contract Time Per This Change Order:

**10-Working Days**

# PUBLIC WORKS CONTRACT CHANGE ORDER No. 1

(Per City of Santa Clara Public Works Agreement)

Page 2 of 2

This Change Order is issued after the Effective date of the Agreement and modifies the terms of the Agreement. It is signed by Contractor, Architect/Engineer and Owner and authorizes the addition(s), deletion(s) or revision(s) in the Work described in the Agreement and/or provides for an adjustment in the Contract Price and/or the Contract Times included in the Agreement.

<b>PROJECT NAME: Santa Clara Various Streets and Roads Preservation (Benton Street, Los Padres Blvd., and Lincoln Street</b> <b>CITY CONTRACT NO. CE 13-14-04</b> <b>ORIGINAL CONTRACT PRICE: \$1,689,382.00</b>	
<b>OWNER: CITY OF SANTA CLARA, CALIFORNIA</b> <b>CONTRACTOR: Granite Construction Company, Inc.</b>	
<b>CHANGE IN CONTRACT PRICE:</b> Net Change This Change Order: <b>\$ 251,977.50</b>	<b>CHANGE IN CONTRACT TIMES:</b> Net Change in Contract Time Per This Change Order: <b>10-Working Days</b>

The Parties to this negotiated Contract modification ("Change Order") acknowledge and agree that this Change Order amends the Contract between the City and Contractor which changes the Contract Documents to adjust the Contract Price, Contract Time, or both. A significant element of the consideration between the Parties which formed the basis for this Change Order is that it includes all of the costs related to the change in the Scope of Work to be performed by the Contractor. As an integral part of the consideration for this Change Order, any Work performed or to be performed as a result of this Change Order, any direct or indirect costs (including, but not limited to, any and all home office overhead, special overhead, delay costs, costs incurred due to lost efficiency or contract delays of any kind) has been included in the Description of Changes to be Made, above. The Parties agree that all other terms and conditions included in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order shall remain unchanged and continue in full force and effect.

<b>ENGINEER Recommended:</b> By: <u>[Signature]</u> Date: <u>10/14/14</u>	<b>CONTRACTOR Accepted and Agreed:</b> By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>10/13/14</u>	<b>CITY OF SANTA CLARA Approved:</b> By: _____ City Manager Attest: _____ City Clerk Date: _____ The Effective Date of this Change Order Approved as to Form: _____ City Attorney
<b>DEPARTMENT HEAD Recommended:</b> By: <u>[Signature]</u> Date: <u>10.20.14</u>	<u>[Signature]</u> <u>10/13/2014</u>	

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 13-9

City of Santa Clara, California



**Date:** October 15, 2014  
**To:** City Manager for Council Action  
**From:** Director of Electric Utility  
**Subject:** Approval of Contract Change Order No. 3 to Public Works Contract 2114K A&B with Redgwick Construction Company to Provide Offsite Paving for Mission Substation Project

### EXECUTIVE SUMMARY:

On June 25, 2013, Council approved the project manual and delegated authority to the City Manager to solicit bids, award the contract and approve change orders up to a total aggregate amount of 10% of the original contract price. Public Works Contract 2114K was awarded to Redgwick Construction for the offsite paving associated with the construction of the Mission Substation in an amount of \$342,261.00. The paving was necessary to satisfy commitments made by the City to property owners agreeing to provide easements for the 60kV underground extension to the substation and to Mission College for various accommodations the project received from the College.

Contract Change Orders No. 1 and 2 were delegated to the City Manager to execute for a total of \$31,233.13. Contract Change Order No. 3 is for \$18,090.00 for additional parking lot sealcoat and stripping at Mission College. This final contract change order will exceed the contingency by \$15,097.00. A copy of Contract Change Order No. 3 for Redgwick Construction Company 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:

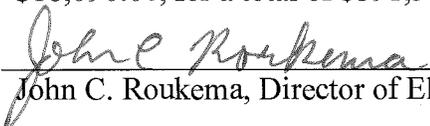
Approval of this final contract change order will allow for payment to the contractor for the work needed to complete the project. There are no disadvantages.

### ECONOMIC/FISCAL IMPACT:

The original budget for this project was \$342,261.00 plus a 10% contingency of \$34,226.00 for a total of \$376,487.00. This change order will bring the total project cost to \$391,584.25. Sufficient funds are available in the Electric Department's Capital Project Mission Substation, account 591-1361-80300-2114.

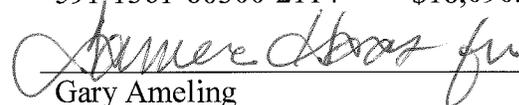
### RECOMMENDATION:

That Council approve, and authorize the City Manager to execute, Contract Change Order No. 3 to Public Works Contract 2114K A&B with Redgwick Construction Company, in an amount of \$18,090.00, for a total of \$391,584.25, for offsite paving for the Mission Substation Project.

  
 John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: *OK.4*  
 591-1361-80300-2114 \$18,090.00

APPROVED:  
  
 Julio J. Fuentes, City Manager

  
 Gary Ameling  
 Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

### Documents Related to this Report:

- 1) Service Agreement for Professional Services with Construction Testing Services

**CONTRACT CHANGE ORDER NO. 3**  
 (Per City of Santa Clara Procurement Agreement)

This Change Order is issued after the Effective Date of the Agreement and modifies the terms of the Agreement. It is signed by Contractor, Engineer and Owner and authorizes the addition(s), deletion(s) or revision(s) in the Work described in the Agreement and/or provides for an adjustment in the Contract Price and/or the Contract Times included in the Agreement.

PROJECT NAME: Mission Substation CITY CONTRACT NO. 2114K A&B				
OWNER: CITY OF SANTA CLARA, CALIFORNIA ENGINEER: Harris & Associates CONTRACTOR: Redgwick Construction Company				
Contractor is directed to make the following changes in the Contract Work and/or Contract Times: This Change Order is to balance out contract items and includes additional work related to Parking Lot B of Mission College.				
1. Items increases/decrease:				
Bid Item	Amount Increase/Decrease	Unit cost	Total Cost	
A8	< 6 EA>	\$200.00	<\$1,200.00>	
A11	<6 LF>	\$120.00	<\$ 720.00>	
A12	<6.34 TON>	\$125.00	<\$ 792.50>	
A14	<3,522 SY>	\$3.50	<\$12,327.00>	
A15	12,411SY	\$1.25	\$15,513.75	
A20	30 SF	\$3.35	\$ 100.50	
A21	16,939 LF	\$1.05	\$17,785.95	
A23	< 6 SF>	\$45.00	<\$ 270.00>	

<b>CHANGE IN AGREEMENT PRICE:</b> Original Contract Price: \$342,261.00	<b>CHANGE IN CONTRACT TIMES:</b> Original Contract Times: Substantial Completion Date: 10/14/2013 Ready for Final Payment Date: 10/25/2013
Net Change all Previous Change Order(s) (No. 1 & 2) <b>\$31,233.13</b>	Net Changes all Previous Change Orders (No. 1 to No. 2) Substantial Completion: Number of Days: 25 Ready for Final Payment: Number of Days: 265
Revised Agreement Price Prior to This Change Order: <b>\$ 373,494.13</b>	Revised Contract Times Prior to This Change Order Substantial Completion Date: 11/9/2013 Ready for Final Payment Date: 6/25/2014
Net Change This Change Order: <b>\$ 18,090.70</b>	Net Change in Contract Time Per This Change Order: Substantial Completion Date: Number of Days (+) 0 Ready for Final Payment Date: Number of Days (+) 0
Revised Contract Price After This Approved Change Order: <b>\$ 391,584.83</b>	Revised Contract Times After This Approved Change Order: Substantial Completion Date: 11/9/2013 Ready for Final Payment Date: 6/25/2014

The Parties to this negotiated Agreement modification ("Change Order") acknowledge and agree that this Change Order amends the Agreement between the City and Contractor and changes the Contract Documents to adjust the Contract Price, Contract Time, or both. A significant element of the consideration between the Parties which formed the basis for this Change Order is that it includes all of the costs related to the changes in the Scope of Work to be performed by the Contractor. As an integral part of the consideration for this Change Order, any Work performed or to be performed as a result of this Change Order and any direct or indirect costs related to such Work (including, but not limited to, any and all home office overhead, special overhead, delay costs, costs incurred due to lost efficiency or contract delays of any kind) have been included in the Description of Changes to be made, above. The Parties agree that all other terms and conditions included in the Contract Documents and all previous Change Orders which have not been addressed in this Change Order shall remain unchanged and continue in full force and effect.

<p><b>ENGINEER Recommended:</b></p> <p>By: <u>Kyle, [Signature]</u>  Engineer  (Authorized Signature)</p> <p>Date: _____</p> <p><b>DEPARTMENT HEAD Recommended:</b></p> <p>By: <u>[Signature]</u>  Department Head  (Authorized Signature)</p> <p>Date: <u>9/19/14</u></p>	<p><b>CONTRACTOR Accepted and Agreed:</b></p> <p>By: <u>[Signature]</u>  Contractor  (Authorized Signature)</p> <p>Date: <u>9/15/14</u></p>	<p><b>CITY OF SANTA CLARA Approved:</b></p> <p>By: _____  City Manager</p> <p>Attest: _____  City Clerk</p> <p>Approved as to Form: <u>[Signature]</u>  City Attorney</p> <p>Date: _____  The Effective Date of this Change Order</p>
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This Change Order is to balance out contract items and includes additional work related to Parking Lot B of Mission College.

Balancing Contract Items:

1. Items increases/decrease:

Bid Item	Amount Increase/Decrease	Unit cost	Total Cost
A8 HMA Skin Patch	< 6 EA>	\$200.00	<\$1,200.00>
A11 Remove & Replace Curb & Gutter	<6 LF>	\$120.00	<\$ 720.00>
A12 Hot Mix Asphalt	<6.34 TON>	\$125.00	<\$ 792.50>
A14 Type 2 Slurry Seal	<3,522 SY>	\$3.50	<\$12,327.00>
A20 12" White Stripe (Paint)	30 SF	\$3.35	\$ 100.50
A23 Sidewalk Remove & Replace	< 6 SF>	\$45.00	<\$ 270.00>

2. Increase in amount per agreement between SVP and Mission College:

Bid Item	Amount Increase/Decrease	Unit cost	Total Cost
A15 Parking Lot Sealcoat	12,411 SY	\$1.25	\$15,513.75
A21 4" Stripe (Paint)	16,939 LF	\$1.05	\$17,785.95

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B-10

City of Santa Clara, California



**Date:** October 15, 2014

**To:** City Manager for Council Action

**From:** Director of Electric Utility

**Subject:** Approval of Amendment No. 1 to the Agreement for the Performance of Services with SOS Intl., LLC (SOS Intl.) to Provide Managed Training Services to SVP Electric and Water System Operators

**EXECUTIVE SUMMARY:**

On December 13, 2013 Council approved a three year agreement with SOS Intl., LLC (SOS) to assist Silicon Valley Power (SVP) to provide an Operator Training Program to be in compliance with North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) Reliability Standards as a Transmission Operator. SOS also assisted SVP in providing documentation and training development support for the WECC audit, completed in May 2014. The WECC audit team commended SVP for its comprehensive training program structure and recommended that SVP continue to fully develop the program to maintain compliance for the next audit. Staff request approval to enter into Amendment No. 1 with SOS to continue with the compliance and development of this training program in preparation for the next WECC audit. A copy of Amendment No. 1 to the Agreement for the Performance of Services 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:**

SOS Intl. partnered with SVP through a very successful audit and continues to provide online training services for the Electric & Water System Operators. Amending the existing agreement will allow SVP to fully develop the training program.

**ECONOMIC/FISCAL IMPACT:**

The original agreement has a not-to-exceed amount of \$42,000.00. Amendment No. 1 will increase the not-to-exceed amount by \$106,000.00, for a total contract cost not to exceed \$148,000.00. Sufficient funds are available in the Electric Department Contractual Services/Not Classified account 091-1362-87870-0000-[A]00099-[F]56600.

**RECOMMENDATION:**

That Council approve, and authorize the City Manager to execute, Amendment No. 1 to the Agreement for the Performance of Services with SOS Intl. in an amount not to exceed \$106,000.00, to provide managed training services to SVP Electric and Water System Operators.

John C. Roukema  
John C. Roukema, Director of Electric Utility

Certified as to Availability of Funds: OK 4  
091-1362-87870 \$106,000.00

APPROVED:

Gary Ameling  
Gary Ameling

Julio J. Fuentes  
Julio J. Fuentes, City Manager

Director of Finance/Assistant City Manager

MAJORITY VOTE OF COUNCIL

**Documents Related to this Report:**

- 1) *Amendment No. 1 to the Agreement for the Performance of Services with SOS, Int'l.*

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
SOS INTL., LLC  
formerly SYSTEM OPERATIONS SUCCESS, INTERNATIONAL LLC**

**PREAMBLE**

This agreement (“Amendment No. 1”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, (“Effective Date”) by and between SOS Intl., LLC, formerly System Operations Success, International LLC a North Carolina limited liability company, with its principal place of business located at 10715 Sikes Place Suite 114, Charlotte, NC 28277 (“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 Amendment No. 1.”

**RECITALS**

- A. The Parties previously entered into an agreement entitled “Agreement for the Performance of Services by and between the City of Santa Clara, California, and System Operations Success, International LLC” dated December 12, 2013; and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor to assist SVP in establishing their PER-005 compliance training program, and the Parties now wish to amend the Original Agreement.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISIONS**

That all references to System Operations Success, International LLC, in the original agreement as amended are hereby replaced with SOS Intl. LLC. System Operations Success, International LLC recently changed its name to SOS Intl. LLC.

That Exhibit A entitled “Scope of Services” is hereby amended to read as follows:

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor’s proposal entitled, “PER-005 Compliance Consulting Proposal for Silicon Valley Power” dated December 7, 2012 and proposal entitled, “Compliance Consulting Serviced” dated October 10, 2014.

Silicon Valley Power (SVP) is requesting SOS Intl. LLC to assist SVP in meeting the requirements for North American Electric Reliability Corporation (NERC) Standard PER-005 to reduce SVP's risk of non-compliance with the regulatory approved applicable NERC and Western Electricity Coordinating Council (WECC) Reliability Standards. In order for SOS Intl. LLC to assist SVP in establishing their PER-005 compliant Training Program, SOS Intl. LLC will perform a thorough GAP Analysis of SVP's Training Program compared to the PER Standards to determine the current state and the degree of conformance with requirements of the NERC Reliability PER Standards. The Gap Analysis will allow SOS Intl. LLC and SVP to develop a specific plan to close any identified gaps.

That Exhibit B of the Original Agreement as Amended, entitled "Fee Schedule" is hereby amended by deleting the existing Exhibit B in its entirety and replacing it with the following:

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred forty eight thousand dollars (\$148,000.00), subject to budget appropriations.

**2. TERMS**

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

(Continued on Page 3 of 3)

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**3. COUNTERPART/FACSIMILE SIGNATURE**

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 Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 1 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

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

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**SOS INTL., LLC**  
**formerly System Operations Success, International LLC**  
a North Carolina limited liability company

By:   
JAMES S. BOST  
Title: Director of Administration  
Address: 10715 Sikes Place, Suite 114  
Charlotte, NC 28277  
Telephone: 704-815-7903  
Fax: 704-752-6455

“CONTRACTOR”



## Silicon Valley Power

1705 Martin Ave  
Santa Clara, CA 95050

# Compliance Consulting Services

---

March 6, 2014  
Updated July 18, 2014  
Updated October 10, 2014

Company Contact: Paul Foster

Phone Number: 408-615-5601

E-Mail Address: [pfoster@santaclara.gov](mailto:pfoster@santaclara.gov)



SOS Intl and NERC ID SOS\_INTL\_001 is recognized by the North American Electric Reliability Corporation as a continuing education provider who adheres to NERC Continuing Education Program Criteria.

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**Attachment 1**

## 1) Executive Summary

The purpose of this engagement is to provide an independent third-party review of the compliance evidence, processes, procedures, and practices for Silicon Valley Power in order to identify areas of suggested improvement to support a position of compliance with the North American Electric Reliability Corporation (NERC) Reliability Standards. Silicon Valley Power is in the Western Electricity Coordinating Council (WECC) Region and holds the following entity registrations:

- Distribution Provider (DP)
- Generator Owner (GO)
- Generator Operator (GOP)
- Load Serving Entity (LSE)
- Purchasing Selling Entity (PSE)
- Transmission Owner (TO)
- Transmission Operator (TOP)

The purpose of this engagement is to provide qualified Compliance Consulting Services to assist the Silicon Valley Power with meeting its reliability requirements with NERC and WECC reliably and efficiently on an on-going basis. SOS can assist Silicon Valley Power with the following type of activities:

- Overall Regulatory Culture of Compliance
- Compliance Gap Analysis
- Mock Audit
- Job Task Analysis
- Development of Documentation and Review
- RSAW Development and Review Plan
- Pre-Audit Preparedness
- Creation of Compliance Programs
- Critical Infrastructure Protection (CIP) Consulting
- Mitigation Plan
- Entity Registration Consulting
- SME Coaching Plan
- **PER-005 Program**
- **Training Curriculum Development**
- Training Gap Analysis
- Training Development Plan
- Custom Training Program
- Awareness Campaign
- Custom Simulation Training Program

## 2) About SOS Intl

SOS is based in Charlotte, NC with employees located throughout the United States. SOS's clients count on decades of experience and subject-matter expertise provided by our principal consultants. We offer our clients a full service solution, in-depth knowledge and extensive practical experience in the utility industry. Our comprehensive background spans compliance and training of NERC Reliability Standards, risk management best practices, business process planning and services, strategic planning, advice, guidance, and awareness to help build reliability in the Bulk Electric System (BES).

SOS was established in 2002, as a direct result of NERC Certification requirements and the needs of System Operators. The company is owned by Rocky Sease, former Director of System Operations at GridSouth and Manager of System Control at South Carolina Electric and Gas (SCE&G).

Our consultants are experts in NERC compliance and training, holding an array of industry certifications and strong reputations as consistently customer-focused and professional. We will assist and educate your staff every step of the way with minimal disruption to your routine business operations. Our process methodology provides full transparency leading to a successful consultant-client relationship as we work closely with key personnel at each stage. As NERC Standards and requirements evolve along with regional requirements, SOS continues to expand and enhance its compliance and risk management services

SOS also provides clients with a strong administrative support group comprised of project management, account management, and customer service support. Our administrative teams work closely with you to make sure projects are executed efficiently and cost remains within your budget.

## 3) SOS Intl Experience

SOS is committed to helping Silicon Valley Power enhance its Compliance Program and promote the reliability of the BES through compliance with NERC standards while simultaneously managing its operations as effectively as possible. SOS has performed many Compliance engagements including:

- Gap Analysis
- Mock Audit
- Overall Compliance Program Consulting
- CIP Consulting
- Documentation Development and Review
- RSAW Development and Review
- Mitigation Plans
- Entity Registration Consulting (advice on company registration)
- SME Interview / Compliance Audit Preparation
- Overall Culture of Compliance Consulting, Development and Training

In addition, SOS is uniquely positioned to assist with your compliance program needs for the following reasons:

- The SOS Compliance Team is experienced in NERC Standards, has performed compliance and training engagements in all eight Regional Reliability Organization areas, and understands the differences among regions and how these differences can affect compliance.
- The SOS Lead Compliance Consultants have decades of diversified utility experience concentrated in the compliance and regulatory arenas.

- SOS consultants and key personnel hold and maintain engineering licenses, NERC Certifications and other credentials necessary for industry subject matter expertise. All professional licenses and certifications are maintained in good standing and will be maintained in good standing during the term of the Consultant Contract.

#### **4) Ability to Meet Technical Requirements**

SOS believes our knowledge, accessibility, and experience with implementing a culture of compliance are important skills that are growing in significance and relevance in many areas. As an organization, we are now seeing the emergence of regulations that require or encourage the full service solution that we provide. SOS creates an inclusive environment with respect to a culture of compliance, providing a base methodology that all vendors can work toward. Our experience, accessibility, and knowledge allow us to meet any technical requirements through the following experiences:

- SOS has performed hundreds of mock audits, compliance gap analysis, documentation development, compliance registration, subject matter expert witness preparation, and compliance training engagements.
- The SOS Compliance Consultants are conversant in the most recent NERC Compliance actions.
- The SOS Lead Compliance Team has first-hand Compliance Audit experience from participation in Regional Reliability Organization Compliance Audits.
- SOS is familiar with the NERC mitigation and settlement process and has assisted clients with post-audit services following unsuccessful compliance audits. Even though SOS was not engaged prior to these compliance audits, we have successfully assisted clients in negotiating mitigation plans to avoid financial penalties.
- SOS has extensive experience in compliance pre- and post-audit evaluations, issuing an opinion with respect to gaps in documentation that impact compliance, creating and administering compliance programs, cross-referencing documentation for compliance, and other related services across many regions.

#### **5) Scope of Work and Detailed Cost Proposal**

##### **Scope of Work**

##### **Managed Training Service (MTS)**

SOS Intl provides clients on-going training maintenance and compliance support through Managed Training Services based on a Systematic Approach to Training to meet the training needs of System Operations organizations. The MTS ensures compliance with NERC and WECC Reliability Standards.

A Systematic Approach to Training ensures that an organization's course development efforts produce consistent results. Sponsors and stakeholders expect a return on investment for development and delivery, so training professionals must use a structured approach to analyzing needs, designing a class outline, developing course content and materials, delivering instruction, and evaluating success. Ensuring that training courses meet the real needs of the target audience requires comprehensive planning and organization. By aligning learning objectives to a company's strategic goals, training professionals enable employees to complete training that can improve their job performance and have a positive business impact.

**Managed On-going Compliance Services** (monitor compliance in future years)

- Assist in documentation modifications and development as needed to close gaps identified in Gap Analysis
- Monitor and assist with NERC and WECC requirements to meet compliance and to reduce the risk of non-compliance
- Provide annual analysis of training needs and develop Continuing Education curriculum for the following year
- Recommend training to meet CEH maintenance requirements and annual EO hours (we can provide a separate training proposal for CEH maintenance for year 1,2 & 3)

Managed Training Services is designed to allow the client to obtain a level of reliability and training program success they would expect from having additional full-time training and compliance professionals on staff. The maintenance program allows SOS Intl to monitor requirements and industry trends, and through an on-going collaboration with the client maintain a superior level of training for Silicon Valley System Operations personnel.

**Detailed Cost (CONFIDENTIAL)**

The SOS Compliance Team is available to assist Silicon Valley Power with specific compliance consulting needs. The project time frame for the compliance consulting is ongoing and on an as needed basis for the two remaining years of the three year Agreement. The estimated project time can be determined based upon the scope of work.

Pricing		
Item	Time	Price
<b>Managed Training Service (MTS)</b>	<b>288 hours</b>	<b>\$50,400.00</b>
<b>Additional Consulting projects or hours needed in addition to the 288 hours (Project based work)</b>	<b>\$200/hour</b>	<b>\$49,600.00</b>
<b>Estimated Travel Expenses</b>		<b>\$6,000.00</b>
<b>TOTAL NOT TO EXCEED</b>		<b>\$106,000.00</b>

**Estimated travel expenses TBD based upon the time requested to be on-site by SVP**

\*Estimated hours based on average time to complete based on previous experience. Your existing training program may significantly impact the amount of time to complete.

Requests for more than 12 hours of SOS compliance consultant services/support in a month will depend on availability of SOS consultant time and must be requested in advance. SOS will monitor and report the services provided to Silicon Valley Power on a quarterly basis.

#### **6) Project Estimate/Change:**

The above estimate is based on SOS's understanding of the nature and scope of the work based on prior consulting engagements of similar scope and size. The estimate may change as the project progresses and the nature or scope of the work change.

In order for SOS to perform the work on time and on schedule, the client shall perform the following key responsibilities:

- Provide client business knowledge, as needed, in the requested time frame
- Provide additional information and documentation as requested by SOS
- Provide access to client premises and infrastructure facilities for project use, as required
- Identify and make available key client personnel – relationship managers, project managers, etc. – to ensure smooth project execution and resolve any questions or issues
- Participate in regularly scheduled project status meetings to coordinate the delivery schedule and target key completion dates as needed
- Accommodate SOS personnel onsite at client premises, as needed, with office space and access to power and Internet services

SOS's ability to complete the project in a timely manner is contingent on the client's performance of its key responsibilities. If the client fails or delays in performing its obligations or making resources available to SOS, it may affect the proposed timeline for completing the project and both parties will equitably adjust the timeline.

Once the contract is executed and delivery dates are determined, SOS will make all reasonable efforts to maintain the schedule.

If, in the course of performing the work, the SOS consulting team determines that additional time beyond this estimate will be required to perform the work, SOS will notify the client and adjust the project scope and/or budget via a change order.

#### **7) Billing Terms**

SOS will invoice for the MTS once the contract agreement is executed by SOS and the client for the remaining two years. SOS will bill actual travel and miscellaneous expenses as incurred.

SOS will invoice the client on a monthly basis for additional projects beyond the scope of the MTS. As indicated above, expenses will be invoiced as incurred. The client will pay all invoiced amounts within 30 days of the invoice date.

#### **Cancellation Fees**

In the event the client cancels the project prior to its completion for any reason other than breach of contract, the client will pay SOS for all work performed to date plus a cancellation fee of 25% of the total estimated cost of the work.

If the client decides to cancel the project less than 30 days prior to the start date, a cancellation fee of 50% of the total estimated cost will be invoiced.

**8) Key Project Personnel** (*Resumes and/or bios available upon request*)

Jennifer Conners, Director of Consulting

John Spivak, Compliance Project Manager

Andy Burch, Consultant

**9) References**

**Memphis Light, Gas & Water**

PER005 – JTA

DP, TO, TOP, TP

SERC Region

Philip Lim

901.491.5449

[plim@mlgw.org](mailto:plim@mlgw.org)

**Ohio Valley Electric Corporation**

PER005 – JTA, Training Gap Analysis

BA, GO, GOP, IA, PSE, TO, TOP, TP, TSP

RFC Region

Jim Donahue – Training Manager

740.289.7297

[jdonahue@ovec.com](mailto:jdonahue@ovec.com)

**New York Power Authority**

Compliance Consulting Services

GO, GOP, LSE, PSE, TO

Perry Allender- Training Manager

315-792-8306

[Perry.allender@nypa.gov](mailto:Perry.allender@nypa.gov)

**10) General Disclaimer**

Although SOS attempts to provide accurate information during consulting engagements, SOS assumes no responsibility for the accuracy of the information it provides and makes no other representations or warranties whatsoever with respect to the products, services, resources, content and materials of any third parties, except as expressly otherwise provided in this proposal. SOS may change the services, information, prices, programs or products referenced at any time without notice. Mention of non-SOS products or services is for informational purposes only and constitutes neither an endorsement nor a recommendation. Some products or services are not available worldwide and reference to those products or services does not imply that SOS intends to offer such programs or services in all countries or locations.

**11) Terms and Conditions**

The SOS Standard Terms and Conditions attached to this proposal are incorporated in and made a part of this proposal. All work performed under this proposal is subject to such Terms and Conditions unless otherwise provided in a definitive agreement to be entered into between the parties regarding the services described in this proposal.

**12) FERC Code of Conduct**

SOS and all its employees will abide by the FERC *Code of Conduct* throughout and beyond this review process.

**13) Conclusion; Acceptance**

SOS is a quality-focused company, with an experienced and industry-savvy team capable of providing the best consulting services for a reasonable price. With our company's focus on providing the best in customer service, Silicon Valley Power will receive personal attention centered on providing the services requested in the most efficient and effective ways possible. SOS is ready to serve Silicon Valley Power's needs and looks forward to collaborating on this exciting project.

By having an authorized representative sign below, Silicon Valley Power agrees to this terms of this proposal.

**SOS Intl**

Kathy Cross



Account Manager

July 18, 2014

**Silicon Valley Power**

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B-11

City of Santa Clara, California



**Date:** October 14, 2014

**To:** City Manager for Council Action

**From:** Director of Parks & Recreation

**Subject:** Approve and Execute Contribution Agreement with Santa Clara Unified School District for an Extended Day Care/Latchkey Program

### EXECUTIVE SUMMARY:

Since 1997, the City of Santa Clara has provided financial support to the Santa Clara Unified School District for an Extended Day Care (before and after school) enrichment program for kindergarten through 5<sup>th</sup> grade students of low income families at Bowers, Bracher, Hughes, Montague, Pomeroy, Westwood, Callejon, and Haman Elementary Schools. This agreement and funding further supports the community's access to recreational and academic enrichment. On June 10, 2014, the Council adopted the FY 2014-15 operating budget that provides funds for non-profit community organizations including \$108,450 to support the Santa Clara Unified School District's Extended Day Care/Latchkey Program.

### ADVANTAGES AND DISADVANTAGES OF ISSUE:

The contribution agreement will provide financial support to the Santa Clara Unified School District for an Extended Day (before and after school) enrichment program for kindergarten through 5<sup>th</sup> grade students of low income families. There are no disadvantages.

### ECONOMIC/FISCAL IMPACT:

The cost of the one-year contribution agreement with Santa Clara Unified School District will be an amount not to exceed \$108,450.

### RECOMMENDATION:

That the Council approve and execute the Contribution Agreement with the Santa Clara Unified School District for an amount not to exceed \$108,450 to support the Extended Day Care/Latchkey Program.

James Teixeira  
 James Teixeira  
 Director of Parks & Recreation

Certified as to Availability of Funds:  
 001-1042-87710-(I)3234 \$108,450

OK Jeff

Michelle Eglora  
 for Gary Ameling  
 Director of Finance/  
 Assistant City Manager

APPROVED:  
Sheila A. Zueker  
 Julio J. Fuentes  
 City Manager

**MAJORITY VOTE OF COUNCIL**

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA UNIFIED SCHOOL DISTRICT**

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 Santa Clara Unified School District, a California public school district, with its principal place of business located at 1889 Lawrence Road, Santa Clara, CA 95052 (“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.
3. Recipient provides after school childcare programs at several elementary schools in the City of Santa Clara (“Extended Day/Latchkey Program”), which benefits the children of the City of Santa Clara.

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: Santa Clara Unified School District  
Address: 1889 Lawrence Road  
Santa Clara, CA 95052

Or by facsimile at (408) 423-3688

**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

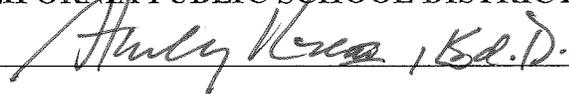
\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

“CITY”

**SANTA CLARA UNIFIED SCHOOL DISTRICT  
A CALIFORNIA PUBLIC SCHOOL DISTRICT**

By: 

Name: Dr. Stanley Rose III

Title: Superintendent

Local Address: 1889 Lawrence Road  
Santa Clara, CA 95051

Email Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

“RECIPIENT”

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA UNIFIED SCHOOL DISTRICT**

**EXHIBIT A  
DESCRIPTION OF RECIPIENT'S ACTIVITIES AND OBLIGATIONS**

Santa Clara Unified School District is requesting funding in the amount of \$108,450 from the City of Santa Clara. These funds will support serving older children (kindergarten through fifth grade) in before and after school child care programs at Bowers, Bracher, Hughes, Montague, Pomeroy, Westwood, Callejon, Haman Schools during the 2014-2015 school year.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA UNIFIED SCHOOL DISTRICT**

**EXHIBIT B  
AMOUNT OF CONTRIBUTION, TERMS OF PAYMENT AND RESTRICTIONS**

Amount of Contribution.

Pursuant to the terms of this Agreement with submission of Santa Clara Unified School District Budget, City will contribute to Recipient toward the payment of the expenses to help support older children (kindergarten through fifth grade) in before and after school child care programs, an amount not to exceed \$108,450. In no event will the total amount of the contribution exceed \$108,450.

Terms of Payment.

The City Shall issue the Recipient two checks bi-annually within the period of July 1, 2014 to June 30, 2015, each for \$54,225.

Restrictions.

Monies disbursed by the City to the Santa Clara Unified School District as part of the \$108,450 contribution shall be used exclusively for the expenses occurred for the Extended Day/Latchkey program.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA UNIFIED SCHOOL DISTRICT**

**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:

**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

**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.

**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 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).

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 Recipient's operations, using either Insurance Services Office (ISO) Endorsement CG 20 10 03 97, CG 20 26 11 85, or its equivalent.
2. 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.
3. 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

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.

F. 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:

City of Santa Clara Parks and Recreation Department  
c/o EBIX Inc.

P.O. 12010-S2

Hemet, CA 92546-8010

or

151 North Lyon Avenue

Hemet, CA 92543

Telephone number: 951-766-2280

Fax number: 770-325-0409

G. 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.

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**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA UNIFIED SCHOOL DISTRICT**

**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.**

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

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<sup>1</sup> For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any 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.

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

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

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

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

<sup>5</sup> Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**CONTRIBUTION AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
SANTA CLARA UNIFIED SCHOOL DISTRICT**

**EXHIBIT E**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I, Dr. Stanley Rose III, being first duly sworn, depose and state I am Superintendent of Santa Clara Unified School District 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.

SANTA CLARA UNIFIED SCHOOL DISTRICT  
A CALIFORNIA PUBLIC SCHOOL DISTRICT

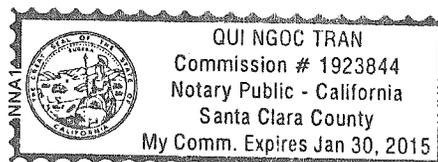
By: *Stanley Rose III, Ed.D.*  
Dr. Stanley Rose, III

Name: *Stanley Rose III, Ed.D.*

Title: Superintendent

**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 SANTA CLARA

On Sept 2, 2014 before me, QUI NGOC TRAN  
(Here insert name and title of the officer)

personally appeared ROSE STANLEY III

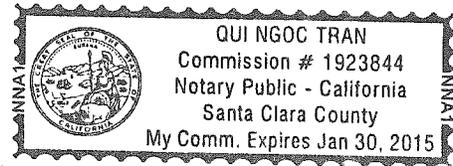
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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.

*[Handwritten Signature]*

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(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

Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 7B-12/5A-SA

City of Santa Clara, California



**Date:** October 28, 2014

**To:** City Manager for Council Action  
Executive Director for Stadium Authority Action

**From:** City Attorney  
General Counsel  
Police Department

**Subject:** Approval of a Municipal Law Enforcement Services Agreement with the City and County of San Francisco Sheriff's Department Regarding Special Law Enforcement Units for Levi's Stadium Events

## EXECUTIVE SUMMARY:

This Agreement is very similar to the agreement you recently approved for special law enforcement services provided by the Santa Clara County Sheriff for events at Levi's Stadium. The Agreement permits the City to call for the City and County of San Francisco Sheriff's Department personnel within a specified time prior to events, to pay negotiated pay and equipment rates for those personnel, and to ensure that those personnel remain City and County of San Francisco Sheriff's Department employees while providing law enforcement services. Mutual indemnification provisions are in place for potential injuries and third party suits that may arise related to services provided by the City and County of San Francisco Sheriff's Department. A copy of the indemnity agreement can be viewed on the City's website or is available in the City Clerk's Office for review during normal business hours. The Agreement has been submitted to the agency for signature and we are expecting to receive signed copies shortly.

## ADVANTAGES AND DISADVANTAGES OF ISSUE:

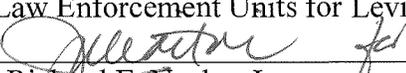
The advantages of this Agreement are that the duties and responsibilities of the City and County of San Francisco Sheriff's Department are more clearly set forth in the event of disputes or third party lawsuits.

## ECONOMIC/FISCAL IMPACT:

Certain costs for the City and/or Stadium Authority, such as insurance premiums and worker's compensation benefits, will increase, but those will not impact the General Fund as they will be reimbursed as public safety cost per the Stadium Lease Agreement.

## RECOMMENDATION:

That the Council and Stadium Authority approve and authorize the City Manager/Executive Director to execute the Municipal Law Enforcement Services Agreement by and between the City of Santa Clara, Santa Clara Stadium Authority and the City and County of San Francisco Sheriff's Department Regarding Special Law Enforcement Units for Levi's Stadium Events.

  
Richard E. Nosky, Jr.  
City Attorney/General Counsel

  
Michael J. Sellers  
Police Chief

APPROVED:

  
Julio J. Fuentes  
City Manager/Executive Director  
*Documents Related to this Report*  
1. Indemnity Agreement

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**CITY AND COUNTY OF SAN FRANCISCO SHERIFF'S DEPARTMENT**

**PREAMBLE**

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, ("Effective Date") by and between the City and County of San Francisco Sheriff's Department, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

**RECITALS**

- A. Authority and City are desirous of contracting with Agency for the performance of the law enforcement functions described herein.
- B. Agency is agreeable to rendering such law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional law enforcement services, and Agency agrees to provide additional law enforcement services, for periodic events at the Levi's Stadium site.
- D. The Parties may use Agency employees in as special detail officers working under their home Agency authority within the City of Santa Clara jurisdiction. This Agreement strives to encompass the duties of all Parties.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

- A. Agency agrees, as available, to provide supplemental special detail law enforcement services for events taking place at the Stadium site and surrounding areas during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police prior to each event. The Parties shall establish and agree to the number of hours necessary for the Agency employees to perform the requested services. City herein provides consent, pursuant to Penal Code section 830.1(a)(2), for any

Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

- B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.
- C. For special detail officers, the request for services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, tactical vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested, and may be charged by Agency as above and beyond the authorized pay rate for personnel. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

## **2. ADMINISTRATION OF PERSONNEL.**

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.

- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.
- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services or tactics for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service or tactics provided by Agency's officers.
- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

### **3. COMPENSATION AND PAYMENT.**

- A. The Authority shall pay Agency for the services it provides under the terms of this Agreement at the rates established by the Agency, as they may be amended from time to time. The rates listed below may be periodically adjusted by the Authority effective July 1 of each year to a mutually-agreed upon rate. In such case, the annual rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates each fiscal year. The Parties specifically agree that such adjustment and change in Exhibit A each year is a valid amendment to this Agreement, and that no formal Amendment form need be used for such annual rate adjustment. The Parties will separately execute Exhibit A each year, or whenever there is a change in Exhibit A rates.

- B. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.

The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement, and as they may be amended from time to time.

**4. PAYMENT PROCEDURES.**

- A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.
- B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.
- C. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.
- D. Agency is entitled to an administrative fee of \_\_\_\_\_ (\$ \_\_\_) per monthly/weekly invoice to reimburse it for invoice processing. Such fee shall be separately stated on each invoice in the event the rate reflected in Exhibit A does not include such administrative fee.

**5. CANCELLATION OF PERSONNEL.**

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.

**6. TERM OF AGREEMENT.**

- A. The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2016, unless terminated sooner or extended in whole or in part as provided for herein.

**7. TERMINATION.**

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.

- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8. FAIR EMPLOYMENT.**

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent 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.

**9. HOLD HARMLESS/INDEMNIFICATION.**

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee(s) and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.**

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

**11. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party 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 either Party.

**12. SEVERABILITY AND WAIVER.**

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. Agency agrees that waiver by Authority and/or 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.

**13. NOTICES.**

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

Santa Clara Stadium Authority  
Attention: Executive Director  
1500 Warburton Ave.  
Santa Clara, CA 95050  
or by facsimile at (408) 241-6771

And to City as follows:

City of Santa Clara  
Attn: Chief of Police  
601 El Camino Real  
Santa Clara, CA 95050  
or by facsimile at (408) 248-0276

And to Agency addressed as follows:

ROSS MIRKARIMI

Sheriff

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Or by facsimile at: (415) 554-7050

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.

**14. 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.

[Signatures on next page.]

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”

**SANTA CLARA STADIUM AUTHORITY  
a Joint Powers Authority**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
Authority Counsel

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
Secretary

\_\_\_\_\_  
JULIO J. FUENTES  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“AUTHORITY”

**CITY AND COUNTY OF SAN FRANCISCO SHERIFF'S DEPARTMENT**

APPROVED AS TO FORM:

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

ATTEST:  
  
\_\_\_\_\_

\_\_\_\_\_  
ROSS MIRKARIMI

Sheriff

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

Telephone: (415) 554-7225

Fax: (415) 554-7050

Clerk

“AGENCY”

I:\49ers\STADIUM AUTHORITY\Law Enforcement Security Agreements\Municipal Law Enforcement Services Agreement

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**CITY AND COUNTY OF SAN FRANCISCO SHERIFF'S DEPARTMENT**

**EXHIBIT A**

The hourly rates listed below are effective as of August 1, 2014.

**Explosive Ordinance Canine Officer w/ service dog: \$86.72**

Meeting Date: 10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B-13/5B



**Date:** October 28, 2014

**To:** City Manager for Council Action  
Executive Director for Stadium Authority Action

**From:** City Attorney  
General Counsel  
Police Department

**Subject:** Approval of a Municipal Law Enforcement Services Agreement with the San Mateo County Sheriff's Office Regarding Special Law Enforcement Units for Levi's Stadium Events

## EXECUTIVE SUMMARY:

This Agreement is very similar to the agreement you recently approved for special law enforcement services provided by the Santa Clara County Sheriff for events at Levi's Stadium. The Agreement permits the City to call for San Mateo County Sheriff's Office personnel within a specified time prior to events, to pay negotiated pay and equipment rates for those personnel, and to ensure that those personnel remain San Mateo County Sheriff's Office employees while providing law enforcement services. Mutual indemnification provisions are in place for potential injuries and third party suits that may arise related to services provided by San Mateo County Sheriff's Office. A copy of the indemnity 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:

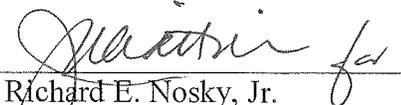
The advantages of this Agreement are that the duties and responsibilities of the City and San Mateo County Sheriff's Office are more clearly set forth in the event of disputes or third party lawsuits.

## ECONOMIC/FISCAL IMPACT:

Certain costs for the City and/or Stadium Authority, such as insurance premiums and worker's compensation benefits, will increase, but those will not impact the General Fund as they will be reimbursed as public safety cost per the Stadium Lease Agreement.

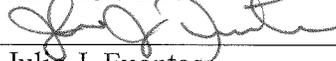
## RECOMMENDATION:

That the Council and Stadium Authority approve and authorize the City Manager/Executive Director to execute the Municipal Law Enforcement Services Agreement by and between the City of Santa Clara, Santa Clara Stadium Authority and the San Mateo County Sheriff's Office Regarding Special Law Enforcement Units for Levi's Stadium Events.

  
Richard E. Nosky, Jr.  
City Attorney/General Counsel

  
Michael J. Sellers  
Police Chief

APPROVED:

  
Julio J. Fuentes  
City Manager/Executive Director

*Documents Related to this Report:*

1. Indemnity Agreement

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**SAN MATEO COUNTY SHERIFF'S OFFICE**

**PREAMBLE**

This agreement for the performance of municipal law enforcement services ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, ("Effective Date") by and between the San Mateo Sheriff's Office, 400 County Center, Redwood City, CA 94063 ("Agency"), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). Authority, City and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

**RECITALS**

- A. Authority and City are desirous of contracting with Agency for the performance of the law enforcement functions described herein.
- B. Agency is agreeable to rendering such law enforcement services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Authority and City seek additional law enforcement services, and Agency agrees to provide additional law enforcement services, for periodic events at the Levi's Stadium site.
- D. The Parties may use Agency employees in as special detail officers working under their home Agency authority within the City of Santa Clara jurisdiction. This Agreement strives to encompass the duties of all Parties.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. SERVICES TO BE PROVIDED.**

- A. Agency agrees, as available, to provide supplemental special detail law enforcement services for events taking place at the Stadium site and surrounding areas during the term of this Agreement. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency, Authority and the Santa Clara Chief of Police at least seven (7) days prior to each event. The Parties shall establish and agree to the number of hours necessary for the Agency employees to perform the requested services. City herein provides consent, pursuant to Penal Code section

830.1(a)(2), for any Agency peace officer providing services hereunder to exercise full peace officer authority within the City's jurisdiction.

- B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type normally coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or ordinance code, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.
- C. For special detail officers, the request for services shall be a written request from the Santa Clara Police Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, tactical vehicles, equipment, and supplies necessary to provide the services to be rendered hereunder. The Authority and/or City acknowledges that additional equipment charges for special equipment such as helicopters, tactical vehicles, equipment, and supplies may be appropriate depending upon the services requested, and may be charged by Agency as above and beyond the authorized pay rate for personnel. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted via email to Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Police Department's units via the Santa Clara Police Department's designated dispatch frequency and/or any other law enforcement frequency for which the City of Santa Clara is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

## **2. ADMINISTRATION OF PERSONNEL.**

- A. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Chief of Police.

- B. The rendition of the services performed by Agency, the discipline of its officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with Agency.
- C. With regard to sections A. and B., if there remains a disagreement as to the minimum level of services or tactics for a particular event, the Parties agree that the Santa Clara Chief of Police shall have final and conclusive determination of levels of service or tactics provided by Agency's officers.
- D. All Authority and/or City employees who work in conjunction with Agency pursuant to this Agreement shall remain Authority and/or City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority or City employees, and have no claim or right to any Authority or City employment benefits or policies.
- E. Neither Authority or City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for said Authority and/or City. Except as herein otherwise specified, neither Authority or City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

### **3. COMPENSATION AND PAYMENT.**

- A. The Authority shall pay Agency for the services it provides under the terms of this Agreement at the rates established by the Agency, as they may be amended from time to time. The rates listed below may be periodically adjusted by the Agency effective July 1 of each year to a mutually-agreed upon rate. In such case, the annual rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates each fiscal year. The Parties specifically agree that such adjustment and change in Exhibit A each year is a valid amendment to this Agreement, and that no formal Amendment form need be used for such annual rate adjustment. The Parties will separately execute Exhibit A each year, or whenever there is a change in Exhibit A rates.
- B. For and in consideration of Agency providing supplementary law enforcement services for the Authority and/or City under this Agreement, the Authority agrees to pay Agency for said services at the hourly rates as indicated in Exhibit A.

The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement, and as they may be amended from time to time.

**4. PAYMENT PROCEDURES.**

- A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the Authority and the Authority shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.
- B. If such payment is not delivered to Agency within thirty (30) days after the date of the invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.
- C. For all disputed amounts, Authority shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.

**5. CANCELLATION OF PERSONNEL.**

- A. The Authority shall not be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The Authority agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment and the assigned Agency officer cannot be notified of such cancellation, Authority shall reimburse Agency a minimum of four (4) hours of compensation for each assigned officer pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned officer(s) of the cancellation.
- D. The Authority understands that Agency personnel's primary responsibility is to Agency. If Agency personnel assigned to an Authority event are required to respond to the scene of a serious emergency while working Authority's scheduled event/assignment, they will do so without prior approval of the Authority. But, Authority's point of contact will be notified as soon as reasonably possible.

**6. TERM OF AGREEMENT.**

- A. The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2016, unless terminated sooner or extended in whole or in part as provided for herein.

**7. TERMINATION.**

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.

- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services and still perform other Agency duties as required by law.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8. FAIR EMPLOYMENT.**

While in the performance of services under this Agreement, Agency and its employees and agents shall not discriminate against any other employee or agent 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.

**9. HOLD HARMLESS/INDEMNIFICATION.**

- A. For purposes of indemnification, each Party shall be responsible for the acts of its participating employee(s) and shall incur any liabilities arising out of the service and activities of those employees.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.
- C. Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees, and agents, harmless from any damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work performed or authority delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agents, under or in connection with any work performed or authority delegated to such other parties under this Agreement.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.**

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

**11. INTEGRATED DOCUMENT.**

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party 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 either Party.

**12. SEVERABILITY AND WAIVER.**

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. Agency agrees that waiver by Authority and/or 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.

**13. NOTICES.**

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

Santa Clara Stadium Authority  
Attention: Executive Director  
1500 Warburton Ave.  
Santa Clara, CA 95050  
or by facsimile at (408) 241-6771

And to City as follows:

City of Santa Clara  
Attn: Chief of Police  
601 El Camino Real  
Santa Clara, CA 95050  
or by facsimile at (408) 248-0276

And to Agency addressed as follows:  
San Mateo County Sheriff's Office  
Greg Munks, Sheriff  
400 County Center  
Redwood City, CA 94063  
Or by facsimile at: (650) 599-1327

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.

**14. 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 San Mateo.

[Signatures on next page.]

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”

**SANTA CLARA STADIUM AUTHORITY  
a Joint Powers Authority**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
Authority Counsel

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
Secretary

\_\_\_\_\_  
JULIO J. FUENTES  
Executive Director  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“AUTHORITY”

**SAN MATEO COUNTY SHERIFF'S OFFICE**



---

GREG MUNKS  
Sheriff  
400 County Center  
Redwood City, CA 94063  
Telephone: (650) 599-1664  
Fax: (650) 599-1327

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“AGENCY”

I:\49ers\STADIUM AUTHORITY\Law Enforcement Security Agreements\Municipal Law Enforcement Services Agreement

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**  
**by and between the**  
**SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,**  
**and**  
**SAN MATEO COUNTY SHERIFF'S OFFICE**

**EXHIBIT A**

The hourly rates listed below are effective as of July 1, 2014.

- Explosive Ordinance Technician .....\$124.34
- Explosive Ordinance Canine Handler w/service dog ..... \$98.90
- Vehicle Mileage ..... \$0.56 / per mile

**ATTACHMENT SP**  
Service Provider Supplemental Attachment

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This attachment is part of the agreement between **Santa Clara Stadium Authority, the City of Santa Clara** and the **County of San Mateo**.

**I. CONTRACT DOLLAR AMOUNT**

In no event shall total payment for services under this Agreement exceed **NINETY-NINE THOUSANDS DOLLARS AND ZERO CENTS (\$99,000.00)**.

**II. AVAILABILITY OF FUNDS**

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

**III. EQUAL BENEFITS (check one or more boxes)**

- a. Contractor complies with the County's Equal Benefits Ordinance by:
  - Offering equal benefits to employees with spouses and employees with domestic partners.
  - Offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- b.  Contractor does not comply with the County's Equal Benefits Ordinance.
- c. Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to offer equal benefits when said agreement expires.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- a.  Contractor complies with the County's Employee Jury Service Ordinance.
- b.  Contractor does not comply with the County's Employee Jury Service Ordinance.
- c.  Contractor is exempt from this requirement because (check all that apply):

- The contract is for \$100,000 or less.
- Contractor is a party to a collective bargaining agreement that began on type date here and expires on type date here, and intends to comply when the bargaining agreement expires.
- Contractor has no employees.
- Contractor has no employees who live in San Mateo County.

**V. NON-DISCRIMINATION (check appropriate boxes)**

- a.  Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- b.  No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. ELECTRONIC SIGNATURE**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County:      If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

Meeting Date:

10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item #

7B-14



**Date:** October 20, 2014

**To:** City Manager for Council Action

**From:** Director of Information Technology/CIO

**Subject:** Approval of the California Integrated Information Network (CALNET III) Authorization to Order Under State Contract with AT&T for telecommunication services in an amount not to exceed \$400,000 annually

## EXECUTIVE SUMMARY:

AT&T has a contract (CalNet) with the State of California for discounted telecommunication services. This contract allows other public agencies such as the City of Santa Clara to order services through an Authorization to Order (ATO) under the state contract. The City is currently on the CalNet2 contract with AT&T for voice and data telecommunications services. The original state CalNet1 contract was signed in July 1999, and renewed as CalNet2 in December 2008. In November 2013, AT&T signed a new contract with the State of California (CalNet3) offering better terms and pricing structure. The City has the option to move to the CalNet3 contract prior to December 2014 and take advantage of the better rates. The CalNet3 contract pricing is valid through June 2017.

A copy of the proposed Authorization to Order Under State Contract CalNet3 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:

Based on staff's cost analysis, it is estimated the City would save approximately \$50,000 on an annual basis by moving to CalNet3. This agreement is primarily an administrative process to piggyback our pricing structure under the State's agreement with AT&T. No change in service levels is associated with moving to the CalNet3 agreement.

## ECONOMIC/FISCAL IMPACT:

The CalNet3 Authorization to Order (ATO) is in an amount not to exceed \$400,000.00 annually. Funds are available in the 2014/2015 Budget: \$272,000.00 in the General Fund, \$112,000 from the Electric Utility, and \$16,000.00 from the Water & Sewer Utility. The projected annual savings is estimated to be \$50,000.

City Manager for Council Action

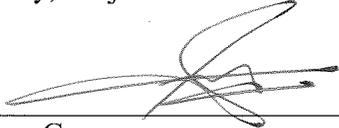
Subject: Approval of the California Integrated Information Network (CALNET III) Authorization to Order Under State Contract with AT&T for telecommunication services in an amount not to exceed \$400,000 annually

October 20, 2014

Page 2

**RECOMMENDATION:**

That the Council approve, and authorize the City Manager to execute the CalNet3 Authorization to Order under state contract with AT&T for telecommunication services in an amount not to exceed \$400,000.00 annually, subject to annual budget.



Gaurav Garg  
Director of Information Technology/CIO

Certified as to Availability of Funds:

001-1941-87810	\$ 272,000.00
091-13XX-87810-2331	\$ 112,000.00
092-14XX-87810-2331	\$ 11025.00
094-15XX-87810-2331	\$ 4775.00
097-15XX-87810-2331	\$ 200.00

APPROVED:

  
6<sup>th</sup> Julio J. Fuentes  
City Manager

  
Gary Ameling  
Director of Finance/  
Assistant City Manager

**MAJORITY VOTE OF COUNCIL**

*Documents Related to this Report:*

- 1) *Authorization to Order Under State Contract CalNet3 Attachment 4*
- 2) *Attachment 11 to CalNET3 Statewide Contract – Individual Price Reduction Notification*

**ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)**

**AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
1.1 Dedicated Transport	November 15, 2013	June 30, 2018	
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	
1.3 STANDALONE VOICE OVER INTERNET PROTOCOL (VoIP)	November 15, 2013	June 30, 2018	
1.4 Long Distance Calling	November 15, 2013	June 30, 2018	
1.5 Toll-Free Calling	November 15, 2013	June 30, 2018	
1.6 Legacy Telecommunications	November 15, 2013	June 30, 2017	

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service (s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://marketing.dts.ca.gov/calnet3>.

**CITY OF SANTA CLARA** ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

**E-Rate Customers**

Only complete if applying for ERate funding:

\_\_\_\_\_ intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on \_\_\_\_\_ ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

**ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)**

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

**Non-State Entity:**  
CITY OF SANTA CLARA

**Non-State Entity:**  
AT & T  
2700 Watt Avenue  
Room 1213  
Sacramento, CA. 95821  
Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

<b>NON-STATE ENTITY</b>	<b>CONTRACTOR</b>
<b>By: Authorized Signature</b>	<b>By: Authorized Signature</b>
<b>Printed Name and Title of Person Signing</b>	<b>By: Authorized Signature</b>
<b>Date Signed:</b>	<b>Date Signed:</b>

Approved By:  
State of California  
Department of Technology,  
Statewide Telecommunications and Network Division

<b>By: Authorized Signature</b>
<b>Printed Name and Title of Person Signing</b>
<b>Date Signed:</b>

CITY OF SANTA CLARA

Select Services for

	<b>AT&amp;T C3-A-12-10-TS-01</b>	
<b>Selected Services</b>	<b>Dedicated Transport Subcategory 1.1</b>	<b>Customer Initials</b>
<input checked="" type="checkbox"/>	Carrier DS0 Service	
<input checked="" type="checkbox"/>	Carrier DS1 Service	
<input checked="" type="checkbox"/>	Carrier DS3 Service	
<input checked="" type="checkbox"/>	ISDN Primary Rate Interface Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Service	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
<b>Selected Services</b>	<b>MPLS, VPN and Converged VoIP Subcategory 1.2</b>	<b>Customer Initials</b>
<input checked="" type="checkbox"/>	MPLS Port Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port & Access Bundled Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access Router Bundled Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled On-Net Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Off-Net Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service	
<input checked="" type="checkbox"/>	Converged VoIP Service	
<input checked="" type="checkbox"/>	Converged Voice Mail Service	
<input checked="" type="checkbox"/>	Audio Conferencing Service	
<input checked="" type="checkbox"/>	Session Initiated Protocol (SIP) Trunking Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
<b>Selected Services</b>	<b>STANDALONE VOICE OVER INTERNET PROTOCOL (VoIP) Subcategory 1.3</b>	<b>Customer Initials</b>
<input checked="" type="checkbox"/>	Standalone VoIP Service	
<input checked="" type="checkbox"/>	VoIP Voice Mail Service	
<input checked="" type="checkbox"/>	Audio Conferencing Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services related Hourly Support	
<b>Selected Services</b>	<b>Long Distance Calling Subcategory 1.4</b>	<b>Customer Initials</b>
<input checked="" type="checkbox"/>	Long Distance Network Access Transport Service	
<input checked="" type="checkbox"/>	Long Distance Domestic Calling Service	
<input checked="" type="checkbox"/>	Long Distance International Calling Service	
<input checked="" type="checkbox"/>	Calling Cards	
<input checked="" type="checkbox"/>	Operator Services	
<input checked="" type="checkbox"/>	Audio Conferencing Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services related Hourly Support	

**ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)**

**Selected Services**

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**Toll-Free Calling Subcategory 1.5**

- Toll Free Network Access Transport Service
- Toll Free Domestic Service
- International Toll-Free Service
- Extended Demarcation Wiring Services
- Services Related Hourly Support

**Customer Initials**

**Selected Services**

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**Legacy Telecommunications Subcategory 1.6**

- Business Access Line Service
- Central Office Exchange Service
- Central Office Trunk service
- Intra-LATA Calling
- Locally Based Automatic Call Distributor (ACD)
- Voice Mail Services
- Analog Service
- ISDN Basic Rate Interface (BRI) Service
- Frame Relay Service
- Asynchronous Transfer Mode (ATM) Service
- Extended Demarcation Wiring Services
- Station Wiring
- Services Related Hourly Support

**Customer Initials**

**CREATOR COMMENT:**

**SUBMITTER COMMENT:**

**CONTRACTOR COMMENT:**

**STATE COMMENT:**

**ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)  
AUTHORIZATION TO ORDER UNDER STATE CONTRACT**

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
1.1 Dedicated Transport	November 15, 2013	June 30, 2018	
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	
1.3 STANDALONE VOICE OVER INTERNET PROTOCOL (VoIP)	November 15, 2013	June 30, 2018	
1.4 Long Distance Calling	November 15, 2013	June 30, 2018	
1.5 Toll-Free Calling	November 15, 2013	June 30, 2018	
1.6 Legacy Telecommunications	November 15, 2013	June 30, 2017	

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service (s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://marketing.dts.ca.gov/calnet3>.

**SILICON VALLEY ANIMAL CONTROL AUTHORITY** ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

**E-Rate Customers**

Only complete if applying for ERate funding:

\_\_\_\_\_ intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on \_\_\_\_\_ ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

**Non-State Entity:**  
 SILICON VALLEY ANIMAL CONTROL  
 AUTHORITY

**Non-State Entity:**  
 AT & T  
 2700 Watt Avenue  
 Room 1213  
 Sacramento, CA. 95821  
 Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
<b>By: Authorized Signature</b>	<b>By: Authorized Signature</b>
<b>Printed Name and Title of Person Signing</b>	<b>By: Authorized Signature</b>
<b>Date Signed:</b>	<b>Date Signed:</b>

Approved By:  
 State of California  
 Department of Technology,  
 Statewide Telecommunications and Network Division

<b>By: Authorized Signature</b>
<b>Printed Name and Title of Person Signing</b>
<b>Date Signed:</b>

SILICON VALLEY ANIMAL CONTROL AUTHORITY

Select Services for

**AT&T C3-A-12-10-TS-01**

**Selected Services**

**Dedicated Transport Subcategory 1.1**

**Customer Initials**

- Carrier DS0 Service
- Carrier DS1 Service
- Carrier DS3 Service
- ISDN Primary Rate Interface Service
- Extended Demarcation Wiring Service
- Services Related Hourly Support

**Selected Services**

**MPLS, VPN and Converged VoIP Subcategory 1.2**

**Customer Initials**

- MPLS Port Transport Speed Service
- MPLS Port & Access Bundled Transport Speed Service
- MPLS Port, Access Router Bundled Transport Speed Service
- MPLS Port, Access & Router Bundled On-Net Transport Speed Service
- MPLS Port, Access & Router Bundled Off-Net Transport Speed Service
- MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service
- MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service
- Converged VoIP Service
- Converged Voice Mail Service
- Audio Conferencing Service
- Session Initiated Protocol (SIP) Trunking Service
- Extended Demarcation Wiring Services
- Services Related Hourly Support

**Selected Services**

**STANDALONE VOICE OVER INTERNET PROTOCOL (VoIP) Subcategory 1.3**

**Customer Initials**

- Standalone VoIP Service
- VoIP Voice Mail Service
- Audio Conferencing Service
- Extended Demarcation Wiring Services
- Services related Hourly Support

**Selected Services**

**Long Distance Calling Subcategory 1.4**

**Customer Initials**

- Long Distance Network Access Transport Service
- Long Distance Domestic Calling Service
- Long Distance International Calling Service
- Calling Cards
- Operator Services
- Audio Conferencing Service
- Extended Demarcation Wiring Services
- Services related Hourly Support

**ATTACHMENT 4 - AUTHORIZATION TO ORDER (ATO)**

**Selected Services**

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**Toll-Free Calling Subcategory 1.5**

- Toll Free Network Access Transport Service
- Toll Free Domestic Service
- International Toll-Free Service
- Extended Demarcation Wiring Services
- Services Related Hourly Support

**Customer Initials**

**Selected Services**

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**Legacy Telecommunications Subcategory 1.6**

- Business Access Line Service
- Central Office Exchange Service
- Central Office Trunk service
- Intra-LATA Calling
- Locally Based Automatic Call Distributor (ACD)
- Voice Mail Services
- Analog Service
- ISDN Basic Rate Interface (BRI) Service
- Frame Relay Service
- Asynchronous Transfer Mode (ATM) Service
- Extended Demarcation Wiring Services
- Station Wiring
- Services Related Hourly Support

**Customer Initials**

**CREATOR COMMENT:**

**SUBMITTER COMMENT:**

**CONTRACTOR COMMENT:**

**STATE COMMENT:**

**ATTACHMENT 11 TO CALNET 3 STATEWIDE CONTRACT  
(IFB STPD 12-001-A, C3-A-12-10-TS-01), SUBCATEGORY 1.6**

**INDIVIDUAL PRICE REDUCTION NOTIFICATION**

The State of California (“State”) and AT&T Corp. (“AT&T” or “Contractor”, CALNET 3 Statewide Contract IFB STPD 12-001-A, C3-A-12-10-TS-01) have entered into CALNET 3 Statewide Contract (IFB STPD 12-001-A, C3-A-12-10-TS-01) (“Contract”) for Subcategory 1.6 Legacy Telecommunications Service(s) dated November 15, 2013. All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.

This Individual Price Reduction Notification (IPRN) document provides notice to the Office of Technology Services, Statewide Telecommunications and Network Division (“OTech/STND”) of the Service(s), location(s) and Individual Price Reduction (IPR) Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by OTech/STND, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see IFB Section A.7 Individual Pricing Reductions (IPR) and Statement of Work, Appendix C Special Terms and Conditions – Telecommunications, Section N of the referenced Contract) and herein below:

**City of Santa Clara** (“Agency”) desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Subcategory 1.6 at the location(s) and reduced rate(s) set forth below:

**Description of Contract Service(s):** 1.6.2.3.2 Business Access Line Features; 1.6.2.4 Central Office Exchange Services and Features;

**IPR Service rate(s):**

**1.6.2.3.2 Business Access Line Features**

Feature Name	Contractor’s Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
Basic Business Access Line	BLB01	\$125.00	\$125.00	\$9.65	\$8.60

**1.6.2.4 Central Office Exchange Services and Features**

Feature Name	Contractor’s Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*
Primary Station Line	AAFTX	\$70.00	\$70.00	\$6.67	\$5.59

\*Monthly recurring rates include administrative fee.

**Location(s) (service address(es)) where reduced rate(s) apply:**

**Requested effective date of rate reduction(s):**

May 14, 2014 or upon installation or conversion of service to CALNET 3, whichever is later.

**Expiration date:** January 29, 2016.

**Termination liability:** As set forth below under "Duration IPR".

**Use additional pages as necessary and attach to the IPRN document.**

**Set forth below are Contract provisions that apply to the IPR process:**

#### IPR GENERAL PROVISIONS

Contractor may enter into price negotiations with CALNET 3 Customers. These price negotiations allow Contractor to reduce prices: a) on one (1) or more service(s); b) for one (1) or more Customers at a time; and/or c) by geographic area or location(s). CALNET 3 allows for three (3) different Individual Price Reduction (IPR) scenarios: Standard IPR, Duration IPR, and Non-Exemption IPR.

The following general provisions apply to all IPRs:

1. Contractor shall submit to CALNET 3 CMO an electronic copy of an MS Excel document consisting of an analysis of current Contract pricing and proposed IPR pricing;
2. The following information and the data fields shall appear as columns on the MS Excel document in the order specified below:
  - a. Category;
  - b. Subcategory;
  - c. Feature Name;
  - a. Product Identifier;
  - b. Customer NRC;
  - c. Proposed IPR Customer NRC;
  - d. IPR Percentage Discount for NRC;
  - e. Customer MRC;
  - f. Proposed IPR Customer MRC;
  - g. IPR Percentage Discount for MRC;
  - h. Term IPR Y/N;
  - i. Term IPR Competitor's Price NRC; and,
  - j. Term IPR Competitor's Price MRC.
3. CALNET 3 CMO has final approval authority for all IPRs. An IPR shall not be implemented until approved in writing by CALNET 3 CMO. An IPR becomes effective on the date that it is approved by CALNET 3 CMO, unless otherwise noted for a future date in the IPR Notification (IPRN) document;
4. Within ten (10) Business Days of a Customer's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the CALNET 3 CMO for written approval;

5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section A.5.8 (Service Taxes, Fees, Surcharges, and Surcredits) and SOW Appendix C, Special Terms and Conditions - Telecommunications, Section T (Service Taxes, Fees, Surcharges, and Surcredits);
6. Once an IPRN is approved by CALNET 3 CMO, Contractor shall not cancel or increase pricing for any service listed in the IPRN;
7. All IPRs shall be subject to examination and audit pursuant to PMAC General Provisions – Telecommunications, Section 44 (Examination and Audit);
8. The IPRN and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act; and,
9. Implementation of an approved IPR does not require reduction of Contracted rate(s) for service(s), pursuant to SOW Appendix C, Special Terms and Conditions - Telecommunications, Section I (“Most Favored Nation”) Status of State, and PMAC General Provisions – Telecommunications, Section 30 (Additional Rights). However, if Contracted rate(s) are reduced below the IPR rate(s) for such service(s), the reduced Contracted rate(s) shall automatically apply to the IPR, but the term commitments shall remain in place for Duration IPRs and Non-Exempt IPRs.

#### STANDARD IPRs

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more Contracted service prices for a Customer for the Term of the Contract;
2. IPRs shall be for reduced service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
3. Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date of IPR approval by CALNET 3 CMO through the remainder of the Term of the Contract unless terminated earlier by Customer or CALNET 3 CMO in accordance with the terms and conditions of the Contract, or if IFB STPD 12-001-A Section 0 (IPR General Provisions) #8 applies.

#### DURATION IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require term commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. Duration IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Duration IPR shall not exceed the Term of the awarded IFB STPD 12-001-A Contract; and,

5. In the event that a Customer elects to terminate Service(s) subject to Duration IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Duration IPR rate multiplied by the number of months the service was used under the Standard IPR; b) 10% of the original Contract Rate multiplied by the number of months used under the Duration IPR; and c) any unrecovered nonrecurring charges owed to Contractor on the date of termination.

#### NON-EXEMPTION IPRs

The following provisions apply to Non-Exemption IPRs:

1. In response to non CALNET 3 Contracted vendors' proposals presented to Customers, and in accordance with the CALNET 3 CMO exemption process, CALNET 3 Contractors shall be given the opportunity to provide individual price reductions that require term commitments;
2. A minimum of three (3) CALNET 3 Contractors, unless otherwise directed by CALNET 3 CMO, shall be given the opportunity to respond. Contractors may be selected at the discretion of the Customer or under the direction of the CALNET 3 CMO;
3. IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Non-Exemption IPR shall not exceed the term of the Contract;
5. The Contractor shall provide a completed Non-Exemption IPR response to the Customer or CALNET 3 CMO within fifteen (15) Business Days of the Customer's or CALNET 3 CMO's Non-Exemption IPR request to the Contractor. If the Contractor's response is to not provide a Non-Exemption IPR, the Contractor must submit a formal declaration stating the Contractor will not provide a Non-Exemption IPR, and,
6. In the event that a Customer elects to terminate service(s) subject to Non-Exemption IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Non-Exemption IPR rate multiplied by the number of months the service was used under the Non-Exemption IPR; b) plus, 10% of the original Contract Rate multiplied by the number of months used under the Non-Exemption IPR; and c) and any unrecovered nonrecurring charges owed to Contractor on the date of termination.

#### **Additional Instruction:**

Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.

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*Signature page follows.*

The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate (s) applicable to the Service(s) described herein above.

AT&T Corp  
(Contractor, Subcategory 1.6)

**City of Santa Clara**  
(Agency)

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Approved     Denied    (Check appropriate response.)

Office of Technology Services,  
Statewide Telecommunications and Network Division

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Meeting Date: 10/22/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7B15



**Date:** October 21, 2014

**To:** City Manager for Council Action

**From:** Director of Electric Utility

**Subject:** Approval of Call No. 14-3 for Professional Services with MTH Engineers, Inc. to Provide Preliminary Engineering and Fixture Selection for the Proposed Great America Parkway and Tasman Drive Street Lighting Improvement Project

## **EXECUTIVE SUMMARY:**

Silicon Valley Power (SVP) is undertaking a capital improvement project to replace the existing street light poles along Great America Parkway between Highway 101 and Highway 237, and Tasman Drive in Santa Clara between Sunnyvale and San Jose. These existing high pressure sodium and mercury vapor HID type streetlights along the approximate 3.6 mile total length of the two streets will be replaced with contemporary round poles and LED lighting. Due to current work load and the amount of engineering and design work required, staff considers it necessary to use the services of an outside engineering firm to provide the following services related to this project:

- Phase 1 - Preliminary Engineering and Fixture Selection
- Phase 2 - Preparation of Construction Documents

MTH Engineers, Inc. currently has a Call Agreement with SVP to provide engineering services and has submitted a proposal to SVP in the amount of \$37,910.00 to complete Phase 1, as noted above, under Call No. 14-3 for Professional Services. A copy of Call No. 14-3 can be viewed on the City's website or is available in the City Clerk's Office to review during normal business hours.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

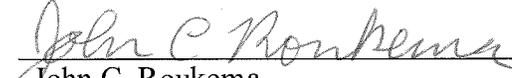
Call No. 14-3 with MTH Engineers, Inc., will provide the necessary engineering needed to expedite the installation of new lighting along Great America Parkway and Tasman Drive to improve illumination levels in the streets north of Highway 101, encouraging economic development and adding aesthetic value to Santa Clara.

## **ECONOMIC/FISCAL IMPACT:**

The total cost of Call No. 14-3 shall not exceed \$37,910.00. Sufficient funds have been budgeted for FY 2014-15 in the Electric Department Capital Improvement Project 2872, New Development Street Lighting, account 534-1361-80300-2872-[F]37300.

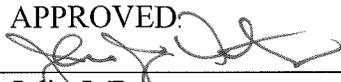
**RECOMMENDATION:**

That Council approve, and authorize the City Manager to execute, Call No. 14-3 for Professional Services with MTH Engineers, Inc., in an amount not to exceed \$37,910.00, for preliminary engineering and fixture selection for the proposed Great America Parkway and Tasman Drive Street Lighting Improvement Project.

  
\_\_\_\_\_  
John C. Roukema  
Director of Electric Utility

OK PL  
Certified as to the Availability of Funds:  
534-1361-80300-2872 \$37,910.00

  
\_\_\_\_\_  
Gary Ameling  
Director of Finance/Assistant City Manager

APPROVED:  
  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) *Call No. 14-3 for Professional Services with MTH Engineers, Inc.*

**MAJORITY VOTE OF COUNCIL**

**CALL NO. 14-3  
FOR PROFESSIONAL SERVICES  
TO BE PROVIDED TO THE  
CITY OF SANTA CLARA, CALIFORNIA  
BY MTH ENGINEERS, INC.**

The Parties to this Call No. 14-3 ("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 MTH Engineers, Inc.," dated January 29, 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 MTH Engineers, Inc. ("Contractor"), which are more fully described in Contractor's proposal to City entitled "Tasman Drive and Great America Pkwy Street Lighting Improvements, Phase 1, Santa Clara, CA" dated October 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 October 28, 2014 and ending on December 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 thirty seven thousand nine hundred ten dollars (\$37,910.00), 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

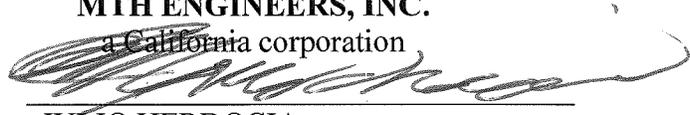
\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

ATTEST:

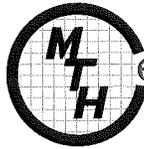
\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

"CITY"

**MTH ENGINEERS, INC.**  
a California corporation

By:   
\_\_\_\_\_  
JULIO HERDOCIA  
Title: Principal  
Address: 3350 Scott Boulevard, Building II  
Santa Clara, CA 95054  
Telephone: (408) 986-8558  
Fax: (408) 986-9627

"CONTRACTOR"



engineers, inc.

3350 scott blvd., bldg. 11 • santa clara, california 95054 • (408) 986-8558 • fax (408) 986-9627

October 13, 2014

7B101314.200A

Mr. Mark Gervacio  
Silicon Valley Power  
1705 Martin Avenue  
Santa Clara, CA 95050

**Subject: Tasman Drive and Great America Pkwy Street Lighting Improvements, Phase 1, Santa Clara, CA**

Dear Mark:

MTH Engineers, Inc. is pleased to submit this proposal for assisting the City with the selection of roadway poles and luminaires related to street lighting improvements along Tasman Drive and Great America Parkway in Santa Clara.

Based upon our recent meeting with Silicon Valley Power, we understand the City is interested in replacing the existing HID type street lights along Tasman Drive (between the Guadalupe River on the East end and Calabazas Creek to the West), and along Great America Parkway (between State Routes 101 and 237). The new street lights are to be LED type roadway luminaires, on tapered round poles, with banner arms and provisions for a pedestrian level fixture for illuminating the sidewalk.

This project will include three distinct phases of work:

- Phase 1 – Preliminary Engineering and Fixture Selection
- Phase 2 – Preparation of Construction Documents
- Phase 3 – Services During Bidding and Construction

***Scope of Services***

This proposal covers the services to be performed under Phase 1 of the project. The Phase 1 services are proposed to include:

- Identification of alternative luminaires
- Confirmation of horizontal illumination levels achieved with proposed alternate luminaires
- Prepare and submit renderings and composite assembly drawings for City review and City's final selection of the preferred electrolier

**A. Identification of Alternative Luminaires**

This task will involve coordinating with lighting manufacturers and their representatives to identify available LED type performance roadway luminaires that will meet the City's illumination criteria.

Fixture wattages, pole heights and arm lengths would be identified based on preliminary illumination calculations. Once suitable alternative fixtures are confirmed via the illumination calculations, cut sheets and fixture descriptions will be prepared for City Manager and City Staff review. It is anticipated that between 3 to 5 alternative fixtures will be identified for City's consideration.

The proposed street light poles will include provisions for banner arms and a pedestrian level LED luminaire. SVP will confirm the banner size, but preliminary requirements are for a two 30" x 84" banners per pole.

**B. Confirmation of Illumination Levels**

Estimated horizontal illumination (foot-candle) levels will be calculated, using Lighting Analysts' AGI32 application software. As CAD base sheets are not available along either Tasman Drive or Great America Parkway at this time, the calculations will be based on a typical street width and average pole locations and spacing. Target illumination levels will be based on the recommended maintained illumination levels for major roadways in commercial areas with an R2/R3 surface classification, as presented in the IESNA Lighting Handbook.

In the absence of accurate roadway geometry and street light foundation locations, calculated illumination levels and uniformity ratios will be evaluated on the basis of an assumed average street width and average pole spacing for both Tasman Drive and Great America Parkway.

**C. Preparation of Renderings and Composite Assembly Drawings for Review**

If requested by SVP, AutoCAD and image processing software will be used to generate renderings of the alternative street light poles and luminaires proposed for consideration. The renderings will assist the City's review of the alternative fixtures by providing a visual representation of how the fixtures will appear after installation. Renderings will be developed for a typical location along one of the streets.

MTH will prepare a composite assembly drawing for each alternative pole/fixture, showing an elevation view of the pole with luminaire arms, fixtures, and banner arms.

**Compensation**

MTH Engineers, Inc. proposes to perform the services described above for a fee of **\$37,910** as summarized below:

<b>Task Description</b>	<b>Fee</b>
<b>Phase 1 Work</b>	
• Project Management	\$2,640
• Meetings and Coordination	\$3,960
• Identify Alternative Luminaires	\$11,480
• Confirm Expected Illumination Levels	\$8,760
• Prepare Composite Assembly Drawing and Renderings	\$9,360
• Preliminary Engineering Site Visit	\$1,710
<b>Total:</b>	<b>\$37,910</b>

**Assumptions**

This proposal has been prepared with the following assumptions and clarifications:

1. It is assumed that the existing street light foundations will be inadequate for the new loads and that new street light foundations will be required.
2. Street light pole spacing will not necessarily be fixed at the existing spacing, and intermediate poles may be added to satisfy illumination criteria.
3. Illumination calculations performed during Phase 1 will utilize a representative roadway width and representative roadway geometry from a typical section of Tasman Drive and Great America Parkway. Since digitized base sheets for these roads are not available, Google Earth, or similar means, will be used to determine roadway width, existing pole spacing, and other dimensional data.
4. As not all fixture and pole manufacturers are willing to develop and provide AutoCAD files of their proposed products unless their products are being specified and they are preparing submittal drawings, the composite drawings and renderings may be an approximation of the fixtures based on product cut sheets.

Mr. Mark Gervacio  
October 13, 2014  
Page 4

**MTH** Engineers, Inc.

Please do not hesitate to call should you have any questions relating to this proposal.

Sincerely,

MTH Engineers, Inc.

A handwritten signature in cursive script that reads "Curtis G. Takahashi".

Curtis G. Takahashi, P.E.  
Principal

Meeting Date: 10/22/14

# AGENDA REPORT

Agenda Item # 7C-1

City of Santa Clara, California



**Date:** October 9, 2014

**To:** City Manager for Council Information

**From:** Director of Planning and Inspection

**Subject:** Recognition of the Camino del Ray Affordable Senior Apartment Community, Located at 2525 El Camino Real, Achieving LEED Platinum Certification

The ROEM Corporation recently received certification from the U.S. Green Building Council that the senior apartment community located at 2525 El Camino Real achieved LEED Platinum status. LEED, or Leadership in Energy & Environmental Design, is a green building certification program that recognizes best-in-class building strategies and practices. To receive LEED certification, building projects satisfy prerequisites and earn points to achieve different levels of certification. The "Platinum" level is the highest level of achievement one can achieve and is quite an accomplishment.

We would like to congratulate the ROEM Corporation and thank them for their commitment to leading the way in green building development. The award will be displayed at the City Council meeting, and then installed in the trophy case awards display in the Council Chambers lobby.

---

Kevin L. Riley  
Director of Planning and Inspection

APPROVED:

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Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

- 1) *LEED Platinum Certificate*



2525 EL CAMINO REAL  
CAMINO DEL REY  
Santa Clara, California

HAS SUCCESSFULLY ACHIEVED THE FOLLOWING LEVEL OF CERTIFICATION ESTABLISHED BY THE U.S. GREEN BUILDING COUNCIL  
IN THE LEED GREEN BUILDING RATING SYSTEM™ AND VERIFIED BY AN INDEPENDENT GREEN RATER

LEED FOR HOMES

PLATINUM

A handwritten signature in black ink, appearing to read "R." with a long horizontal stroke extending to the right.

S. RICHARD FEDRIZZI, PRESIDENT & CEO  
U.S. GREEN BUILDING COUNCIL

August 2014

A handwritten signature in black ink, appearing to read "Mahesh Ramanujam" in a cursive style.

MAHESH RAMANUJAM, COO  
U.S. GREEN BUILDING COUNCIL

10/28/14

701

MINUTES OF THE  
SENIOR ADVISORY COMMISSION  
CITY OF SANTA CLARA  
August 25, 2014  
10:00 A.M. REGULAR MEETING  
SENIOR CENTER ROOM 232

Commissioners Present: Wanda Buck, Dwight Collins, Bobbi Estrada,  
Frank Kadlecek, Sam Orme, Alice Pivacek

Commissioners Absent: ArLyne Diamond, excused

Staff Present: Phil Orr, Recreation Supervisor, Senior Center  
Adam Elix, Recreation Supervisor, Therapeutics  
Morgan Pershing, Reference Librarian II

Guests: Teresa O'Neill, City Council Member

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Matters for Council Action: None.

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- I. Call To Order
  - A. The meeting was called to order by Chair Pivacek.
- II. Roll Call
  - A. Commissioner Diamond excused.
- III. Approval of Minutes
  - A. On a motion made by Commissioner Estrada and Seconded by Commissioner Buck, the minutes of July 28, 2014 were approved.
- IV. Approval of the order of the meeting agenda
  - A. On a motion made by Commissioner Estrada and seconded by Commissioner Buck, Item IX was moved to precede Item V.
- V. Correspondence/Communications
  - A. Supervisor Orr informed the Commission that AB1234 requires ethics training every two years and that the next opportunity for on-site training will be scheduled in the evening of September 10, 2014 in the City Council Chambers. Online training is available at [www.fppc.ca.gov](http://www.fppc.ca.gov). Specific information is forthcoming from the City Clerk's Office.
- VI. Commissioners' Reports:
  - A. Commissioner Kadlecek noted that September is suicide prevention month as well as Falls Prevention Month. The first Sunday after Labor Day is Grandparents Day.

- B. Commissioner Orme offered a thank you note to be sent to Patricia Lord, Recreation Manager, for the bulletin Board display regarding the Commission. With general agreement Chair Pivacek will send said note. He also suggested that the City publish a resource directory for seniors.
- C. Commissioner Collins is leaving his position as representative to Sourcewise. Commissioner Orme will attend these meetings in his stead.

VII. Staff Reports

- A. Librarian Pershing reports that the Northside library is open and invited all to visit.
- B. Supervisor Orr introduced Recreation Supervisor Adam Elix to the Commission. He shared policy resources with the Commission that relate to organizations doing work in the areas of housing and transportation. He provided an update on City Council goals during the six month period from June-December 2014.

VIII. Old Business:

- A. Subcommittee report on meeting held to further discuss the needs of seniors and communication with City Council.
- B. Commissioner Orme suggested the City consider hiring a consultant who can help Santa Clara devise a plan as an age-friendly city. He asked the Commission about their interest in changing the day and or time when regular meetings are held.

IX. New Business:

- A. A conversation with Council Member Teresa O'Neill  
Council Member O'Neill spoke about the need to move from diversity to inclusion in governing, the importance of voter registration, implementation of ideas from the 2009 Senior Needs Assessment, and the need for mental health services considering the suicide rate among seniors. She also noted the increasing complexity of city governance and the importance for the City of Santa Clara to build financial reserves.

X. Public Presentations: None.

XI. Conference and Travel AB 1234:

- A. A question arose in July 2014 regarding commissioner attendance at conferences. Supervisor Orr shared information, including:
  1. Review 2014-15 budget for Commission conference and travel.
  2. Review City of Santa Clara Guidelines for Official Travel for City Council Member and Members of Boards and Commissions.
  3. Review 2014 City of Santa Clara meal reimbursement rates.
  4. Review Conferences, Training, and Travel section from Handbook.

XII. There being no further business, the meeting was adjourned. Next regular scheduled meeting is September 22, 2014 at 10:00 a.m., Senior Center Room 232.

Prepared by:

  
 SAMUEL ORME  
 Secretary

  
 PHILIP M. ORR  
 Staff Liaison

Meeting Date: 10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 7D-2



**Date:** October 15, 2014  
**To:** City Manager for Council Information  
**From:** Director of Planning and Inspection  
**Subject:** Note and File: Planning Commission Minutes of August 20, 2014

On October 8, the Planning Commission approved its Minutes of August 20, 2014. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

Kevin L. Riley  
Director of Planning and Inspection

APPROVED:

Julio J. Fuentes  
City Manager

*Documents Related to this Report:*

- 1) *Planning Commission Minutes of August 20, 2014*



## City of Santa Clara

### PLANNING COMMISSION MEETING MINUTES

Wednesday, August 20, 2014 – 7:00 P.M.

CITY COUNCIL CHAMBERS  
1500 Warburton Avenue  
Santa Clara, CA 95050

Please refer to the Planning Commission Procedural Items coversheet for information on all procedural matters.  
An audio recording of this meeting is available in the Planning Office for review or purchase the Friday following the meeting.

#### **ITEMS FOR COUNCIL ACTION**

The following items from this Planning Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Planning Commission. Due to timing of notices for Council hearings and the preparation of Council agenda reports, these items will not necessarily be heard on the date the minutes from this meeting are forwarded to the Council. Please contact the Planning Division office for information on the schedule of hearings for these items:

- **Item 7.C.: File No. PLN2013-10111**, Address 166 Saratoga (General Plan Amendment, Rezone, and Vesting Subdivision Map)
- **Item 8.A.: File No. PLN2012-09472**, Address: 930 Bellomy Street (Rezoning)
- **Item 8.B.: File No. PLN2012-09318**, Address: 1075 Pomeroy Avenue (Rezoning)

#### **1. PLEDGE OF ALLEGIANCE and STATEMENT OF VALUES**

Vice-Chair Stattenfield initiated the Pledge of Allegiance, and the Statement of Values was read.

#### **2. ROLL CALL**

The following Commissioners responded to roll call: Vice-Chair Keith Stattenfield, Raj Chahal, Deborah Costa, Yuki Ikezi, Steve Kelly, and Joe Sweeney. Commissioner Champeny was excused.

Staff present were City Planner Steve Lynch, Assistant Planner II Shaun Lacey, Assistant City Attorney Alexander Abbe, and Office Specialist IV Megan Valenzuela.

#### **3. DISTRIBUTION OF AGENDA AND STAFF REPORTS**

Copies of current agendas and staff reports for each of the items on the agenda are available from the Planning Division office on the Friday afternoon preceding the meeting and are available at the Commission meeting at the time of the hearing.

#### **4. DECLARATION OF COMMISSION PROCEDURES**

Vice-Chair Stattenfield reviewed the Planning Commission procedures for those present.

#### **5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES**

- A. Withdrawals - None
- B. Continuances without a hearing - None

C. Exceptions (requests for agenda items to be taken out of order) - None

## 6. ORAL PETITIONS/ ANNOUNCEMENTS AND COMMUNICATIONS

Members of the public may briefly address the Commission on any item not on the agenda.

Sudhanshu "Suds" Jain stated that the City Place Santa Clara project, as currently proposed, does not include enough housing. Mr. Jain added that the City has a housing shortage and therefore should be requesting more housing for that project. Mr. Jain also commented on the Bus Rapid Transit (BRT) project, noting that Santa Clara is the only City currently planning for dedicated lanes for BRT and that the City is a leader to other cities in that regard.

## 7. CONSENT CALENDAR

Consent Calendar items may be enacted, approved or adopted, based upon the findings prepared and provided in the written staff report, by one motion unless requested to be removed by anyone for discussion or explanation. If any member of the Planning Commission, staff, the applicant or a member of the public wishes to comment on a Consent Calendar item, or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Planning Commission meeting when the Chair calls for these requests during the Consent Calendar review. Items listed on the Consent Calendar with associated file numbers constitute Public Hearing items.

### 7.A. Planning Commission Minutes of August 6, 2014

**Motion/Action:** The Commission motioned to approve the Minutes from the August 6, 2014, Planning Commission meeting (5-0-1-1, Champeny absent, Sweeney abstained).

<b>7.B. File No(s):</b>	<b>PLN2013-09823</b>
Location:	3080 El Camino Real, APN: 290-04-006, a 1,608 square foot restaurant, located within an existing 1.17 acre multi-tenant commercial shopping center
Applicant/Owner:	Jeomsuk Lee / J & H Camino Center, LLC
Request:	<b>Six-month Review</b> of approved Use Permit allowing the sale of beer and wine in conjunction with food (ABC License Type 41) at Cheers Café
CEQA Determination:	Not a project under CEQA
Project Planner:	Gregory Qwan, Planning Intern
<b>Staff Recommendation:</b>	<b>Note and File</b>

**Motion/Action:** The Commission motioned to note and file the six-month Use Permit review for the property located at 3080 El Camino Real (6-0-1-0, Champeny absent) with the following change:

- 1) Removal of Condition P8 as it is duplicative of Condition P4.

<b>7.C. File No(s):</b>	<b>PLN2013-10111/CEQ2014-01169</b>
Location:	166 Saratoga Avenue, a 74,052 square foot parcel located near the southwest corner of Saratoga Avenue and San Tomas Expressway (APN: 294-38-001)
Applicant/Owner:	Charles McKeag/Jack Bayto Family Trust
Subject:	<b>Continuation of Closed Public Hearing for the purpose of adopting Resolutions per action taken by Planning Commission on August 6, 2014</b>
Prior Request:	<b>General Plan Amendment</b> from Community Mixed Use to Medium Density Residential, <b>Rezone</b> from R1-6L (Single-Family Residential) to PD (Planned

Development) **Vesting Subdivision Map** creating 33 lots, Architectural Approval for 33, three-story townhomes at a proposed density of 19 dwelling units per acre;

CEQA Determination: Mitigated Negative Declaration  
 Project Planner: Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation: Adopt Resolutions Recommending Denial to the City Council**

Assistant City Attorney Abbe gave a brief explanation of the resolutions presented to the Planning Commission.

**Motion/Action:** The Commission motioned to approve the resolutions for the project located at 166 Saratoga recommending denial to the City Council (5-0-1-1, Champeny absent, Sweeney abstained).

\*\*\*\*\*END OF CONSENT CALENDAR\*\*\*\*\*

**8. PUBLIC HEARING ITEMS**

**8.A. File No.(s):** **PLN2014-10474**  
**Address/APN:** 930 Bellomy Street, a 13,872 square foot lot on the southwest corner of Lafayette Street and Bellomy Street, APN: 269-43-054; property is zoned Single-Family Residential (R1-6L)  
**Applicant/Owner:** Stuart Fiedelman, 930 Bellomy Properties, LLC  
**Request:** **Rezone** from Single-Family Residential (R1-6L) to Planned Development (PD) to allow a student dormitory use of a residential property and expansion of the existing structure by five bedrooms for a total of 14 bedrooms  
**CEQA Determination:** Categorical Exemption per Section 15301, Existing Facilities involving negligible or no expansion of use  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation:** **Recommend City Council Approval, subject to conditions**

**Notice:** The notice of public hearing for Item 8.A. was posted within 300 feet of the site and mailed to property owners within 300 feet. Commissioners Chahal, Kelly, Stattenfield, and Sweeney disclosed meeting with the applicant.

**Discussion:** Shaun Lacey gave a brief presentation on the project.

The Commission discussed the parking and questioned the practicality of the proposed 17 spaces, noting that there were likely only 14 functional parking spaces.

Stu Fiedelman, applicant, introduced Michelle Miner and Myron Von Raesfeld who highlighted the changes to the parking plan from the previous application and noted that only roughly forty-percent of students have vehicles. Mr. Von Raesfeld added that the neighborhood is mostly students and that the property is well managed. It was noted that the property is a high-end rental with significant investment in the upgrades. Ms. Miner added that they have gone through several iterations of the development plans to maintain the integrity of the existing house.

The Commission confirmed that 28-30 students would live on the property. The applicant verified that they will monitor the parking and that if there are more than 14 vehicles; students will be required to purchase parking passes from Santa Clara University (SCU) and park in \_\_\_\_\_

SCU parking lots.

The Commission deliberated on the number of parking spaces on the property and expressed concern that there may not be enough spaces, or enforcement for use of available spaces.

The Public Hearing was opened.

Robert Fitch, neighboring resident, stated that he supports the proposal as SCU is a major asset that lacks sufficient on-campus housing. Mr. Fitch added that the project location is a great site to provide housing as it has a minimal impact on adjacent properties.

Sarah Doty, neighboring resident, stated that she was opposed to PD zoning and would prefer multi-family zoning. Ms. Doty added that she would like a maintenance agreement for the property and that the project should not be approved while an ordinance to address boarding houses is being considered. Ms. Doty also stated that the visibility from the driveway creates a dangerous situation when backing out of the property in a vehicle.

Lea Carlson, former resident of property, stated that the sorority imposes many regulations on the student tenants such as no alcohol, no members of the opposite sex, no parties, imposed quiet hours, random room checks, and meetings are held for any infractions. Ms. Carlson added that residents are usually sophomores and it's a good transition from on-campus housing.

Mark Kelsey, Hilmar resident, stated that he opposes the proposal as it increases the number of residents on property and should be zoned for multi-family, not single-family or PD. Mr. Kelsey added that the entire area is student housing and should be rezoned to reflect the actual use of the properties as a whole.

Kevin Moore, Santa Clara resident, stated that SCU is a fixture of the community and that students need housing. Mr. Moore added that there are pros and cons to any location, but locating student housing closer to the University makes sense.

Adam Thompson, Santa Clara resident, stated that the project site is a prime location for this project; however, it should not be considered prior to the boarding house ordinance discussion is finished. Mr. Thompson noted that the parking is insufficient and that backing out of the driveway is very dangerous.

A resident of Santa Clara stated that he was against the PD zoning and noted that if the property owner sells the property, the new owner may not maintain the property with such high standards.

Ed McGovern, representative for property owner, stated that there is no way of knowing what will happen as a result of the Neighborhood Protection Ordinance Committee (NPOC) and that this project proposal has been waiting for a final decision for two years and it is time to have the project settled.

Clyde LeBarron, neighboring resident, stated that the entire neighborhood is student rentals and that this particular property has always been well maintained. Mr. LeBarron added that students should be condensed into the University area so as to reduce residential impacts.

A Santa Clara resident, stated that there are safety concerns for backing out of the driveway and that the curb cut removes street parking. It was added that SCU should take responsibility for adding more housing if they keep adding students.

A Santa Clara University student clarified that the driveway does not have tenants backing onto Lafayette Street, but rather Bellomy Street. He noted that he lived next-door to the property

and felt the driveway was very safe.

A Santa Clara university student stated that the house does not allow alcohol or partying and that most of the tenants will not have vehicles so parking will not be an issue.

In a rebuttal statement the applicant stated that the house is not a boarding house; it is communal living. Mr. Fiedelman noted that the property will have a 15-year lease and is being looked at as a very long-term investment.

The Commission clarified that the insurance carried by the sorority institutes the rules about alcohol, partying, and other restrictions. It was noted that a "Den Mother" is part of both the lease agreement sorority charter.

The Public Hearing was closed.

The Commission deliberated on the applicability of the PD zoning versus multi-family zoning, and discussed the difference between the parking allocations on the previous and current proposal. It was noted that the PD zoning will lock-in entitlements for setbacks, parking, as well as the land-use that the multi-family zoning might not otherwise address

The Commission inquired about the Historical and Landmarks Commission's recommendation on the project. Shaun Lacey indicated that the HLC expressed concern that the use could negatively impact nearby historic structures.

The Commission discussed the covenant prepared for the project and noted that the covenant should be a recorded document.

The Commission further deliberated on the parking included in the current proposal. It was noted that there should be a minimum of 14 parking spaces as part of the PD approval.

**Motion/Action:** The Commission motioned to adopt a resolution to recommend that the City Council approve the rezone from Single-Family Residential (R1-6L) to Planned Development (PD) for the project located at 930 Bellomy Street (6-0-1-0, Champeny absent) with the following added recommendations:

- 1) Add Condition P6: Property owner shall record the Memorandum and Notice of Lease Agreement with the Santa Clara County Clerk Recorder and shall provide a copy of the recorded document to the City.
- 2) Condition P4 shall stipulate a minimum of 14 parking spaces.
- 3) A "Den Mother" shall be encouraged to the full extent permitted by law.

<b>8.B. File No.(s):</b>	<b>PLN2013-10129</b>
Location:	1075 Pomeroy Avenue, a 12,383 square foot lot located on the east side of Pomeroy Avenue APN: 290-69-079; property is zoned R3-18D (Low-Density Multiple- Dwelling)
Applicant:	Dory Marhamat
Owner:	Martha Polanco
Request:	<b>Rezone</b> from R3-18D (Low-Density Multiple- Dwelling) to PD (Planned Development/R3-18D) to construct five single family homes
CEQA Determination:	Categorical Exemption per Section 15332 (Infill Development)
Project Planner:	Shaun Lacey, AICP, Assistant Planner II
Staff Recommendation:	<b>Recommend City Council Approval</b> , subject to conditions

**Notice:** The notice of public hearing for Item 8.B. was posted within 300 feet of the site and mailed to property owners within 300 feet.

**Discussion:** Shaun Lacey gave a brief presentation on the project.

The Commission discussed the density of the proposal and expressed concern that five units may be overly dense for the project site.

The applicant stated that five units was the preferred density and that Staff had advised that PD zoning was the best approach to proceed with the proposal. Mr. Hensen stated that the original design for the project was heritage architecture (mission revival); however, after presenting the plans to the neighbors, it was rejected on account of the architectural style. Mr. Hensen stated that the project was redesigned with flat roofs to fit in with the neighborhood and that the setbacks were also increased.

The Commission confirmed that the units are for-sale units and the common driveway will be managed by a homeowners association.

The Public Hearing was opened.

Ken Kratz, neighboring resident, stated that 130 residents signed a petition to encourage denial of the project. Mr. Kratz added that the project is too big and will negatively impact existing properties with regard to shadows, traffic, and applicant zoning standards. Mr. Kratz stated that the project does not comply with the General Plan, should not be exempt under CEQA, and needs an EIR.

Sain Chow, neighboring resident, stated that he opposed project as the PD zoning increases density and decreases setbacks. Mr. Chow urged the Commission to deny the project and instruct the applicant to redesign the project to fit within the restraints of the zoning standards.

Peggy Parkins, neighboring resident, stated that she opposes the project as the units would be out of scale with the existing homes. Ms. Parkins added that the natural light will be reduced and the current open space will become unpleasant with huge buildings next to it.

A neighboring resident stated that the open space in their community is used frequently, and the reduction of light and ventilation will reduce the ability to enjoy said open space.

Lara Ruffalo, neighboring resident, stated that the project does not provide benefit to the City aside from providing additional housing.

Nick Rossi, neighboring resident, stated that the project does not increase the quality of the neighborhood and detracts from the existing composition. Mr. Rossi added that there is no pressing reason to allow this type of density at this project site with all the housing being constructed along the El Camino Real and Kiely Boulevard.

A neighboring resident stated that more housing was not needed in the neighborhood and that the School District is already overly impacted by the recently approved and constructed housing developments.

John Solera, neighboring resident, stated that the proposal would change the enjoyment of his home that he has owned for 20 years. Mr. Solera noted that the proposed buildings would block the sunlight and negatively impact the privacy of neighbors.

Michael Onso, neighboring resident, stated that he frequently uses and enjoys the community

open space and does not want to see it ruined by the proposal.

Julie Lee, neighboring resident, stated that the open spaces is a great amenity that the proposal would diminish. Ms. Lee added that the Eichler buildings are critical in Silicon Valley and that the architecture should be respected.

In a rebuttal statement the applicant stated that only eight homes are directly affected by the proposal and that they have been trying to work with the neighborhood to develop an agreeable proposal. Ms. Hensen added that the City needs housing, specifically ownership housing, and that the proposal is optimized site for maximum parking so as not to disturb the street scape.

The Public Hearing was closed.

The Commission deliberated on the proposed density of the project, noting that the City is in need of additional housing and expressing concern that this project site might not be the appropriate place for the proposed level of density. The Commission also deliberated on the number of parking spaces included with the proposal, noting that a lack of parking is the most common received complaint for new developments.

The Commission inquired about historical context to which staff noted that mid-century modern architecture is controversial in a historical context and that the project site is not listed as protected at this time.

The Commission expressed additional concern about the reduced setbacks, loss of mature trees, lack of parking, and high density associated with the proposal. The Commission also noted difficulty in making the findings required to approve a PD zoning.

**Motion/Action:** The Commission motioned to recommend that the City Council deny the rezone from R3-18D (Low-Density Multiple- Dwelling) to PD (Planned Development/R3-18D) for the project located at 1075 Pomeroy Avenue (4-2-1-0, Kelly and Sweeney dissenting, Champeny absent).

**Motion/Action:** The Commission motioned to recommend that the City Council deny the Tentative Map for the project located at 1075 Pomeroy Avenue (4-2-1-0, Kelly and Sweeney dissenting, Champeny absent).

It was noted that resolutions representing the Commission's actions would be brought forward for adoption at the next Planning Commission meeting and that the Public Hearing would not be reopened.

## 9. OTHER BUSINESS

### 9.A. Commission Procedures and Staff Communications

#### i. Announcements/Other Items

ii. Election of Officers: the Commission elected the following slate of officers: Keith Stattenfield, Chair; Steve Kelly, Vice Chair; and Yuki Ikezi, Secretary.

#### iii. Report of the Director of Planning and Inspection

- City Council Actions

#### iv. Commission/Board Liaison and Committee Reports

- Architectural Committee: Commissioners Stattenfield and Chahal
- Station Area Plan: Commissioner Champeny
- General Plan sub-Committee: Commissioners Champeny and Ikezi
- Historic Preservation Ordinance Committee: Commissioner Chahal, Ikezi
- Neighborhood Protection Ordinance Committee: Costa and Stattenfield

**v. Commission Activities**

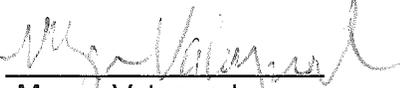
- Commissioner Travel and Training Reports; Requests to Attend Training

**vi. Upcoming agenda items**

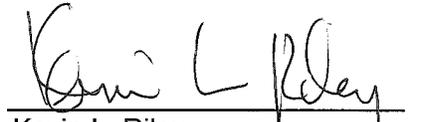
**10. ADJOURNMENT**

The meeting adjourned at 10:29 p.m. The next regular Planning Commission meeting will be held on Wednesday, September 24, 2014, at 7:00 p.m.

Prepared by:

  
Megan Valenzuela  
Office Specialist IV

Approved:

  
Kevin L. Riley  
Director of Planning & Inspection

Meeting Date: 10/28/14

# AGENDA REPORT

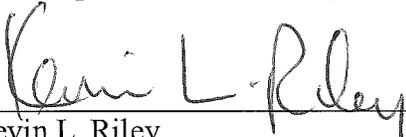
City of Santa Clara, California

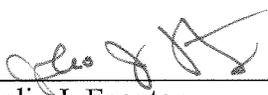
Agenda Item # 703



**Date:** October 9, 2014  
**To:** City Manager for Council Information  
**From:** Director of Planning and Inspection  
**Subject:** Note and File: Historical and Landmarks Commission Minutes of September 4, 2014

On October 2, 2014, the Historical and Landmarks Commission approved its Minutes of September 4, 2014. These Minutes are now being brought forward to the City Council to be noted and filed. Any items on these Minutes marked for City Council Action were either brought forward already or will be brought forward under separate cover accompanied by a separate Agenda Report.

  
\_\_\_\_\_  
Kevin L. Riley  
Director of Planning and Inspection

APPROVED:  
  
\_\_\_\_\_  
Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

- 1) *Historical and Landmarks Commission Minutes of September 4, 2014*



City of Santa Clara  
**HISTORICAL AND LANDMARKS  
COMMISSION MEETING MINUTES**  
Thursday, September 4, 2014 – 7:00 P.M.  
**CITY COUNCIL CHAMBERS**  
1505 Warburton Avenue  
Santa Clara, CA 95050

Please refer to the Historical and Landmarks Commission Procedural Items guideline for information on all procedural matters. An audio recording of this meeting is available in the Planning Office for review or purchase the Friday following the meeting.

**ITEMS FOR COUNCIL ACTION**

The following items from this Historical and Landmarks Commission agenda will be scheduled for Council review following the conclusion of hearings and recommendations by the Historical and Landmarks Commission. Due to timing of notices for Council hearings and the preparation of Council agenda reports, these items will not necessarily be heard on the date the minutes from this meeting are forwarded to the Council. Please contact the Planning Division office for information on the schedule of hearings for these items:

- **Agenda Item No. 8.A.:** General Plan Amendment from Community Mixed Use to Regional Mixed Use, Rezoning from CC-Community Commercial and OG-General Office to PD-Planned Development – 1313 Franklin Street

**1. CALL TO ORDER**

The meeting was called to order at 7:06p.m.

**2. ROLL CALL**

Commissioners Present: Chair Brian Johns, Michael Hyams, Jeannie Mahan, J.L. "Spike" Standifer and Robert Luckinbill

Commissioners Excused: Jerry Mckee

Staff Present: Yen Chen, Associate Planner and Payal Bhagat, Assistant Planner II

**3. DISTRIBUTION OF AGENDA AND STAFF REPORTS**

Copies of current agendas and staff reports for each of the items on the agenda are available from the Planning Division office on the Friday afternoon preceding the meeting and are available at the Commission meeting at the time of the hearing. Chair Johns reviewed this procedure.

**4. DECLARATION OF COMMISSION PROCEDURES**

Chair Johns reviewed the Historical and Landmarks Commission procedures for those present.

**5. REQUESTS FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES**

- A. Withdrawals – None
- B. Continuances - None
- C. Exceptions – None

**6. ORAL PETITIONS/ANNOUNCEMENTS AND COMMUNICATIONS**

- None

## 7. CONSENT CALENDAR

Consent Calendar items may be enacted, approved or adopted, based upon the findings prepared and provided in the written staff report, by one motion unless requested to be removed by anyone for discussion or explanation. If any member of the Historical and Landmarks Commission, staff, the applicant or a member of the public wishes to comment on a Consent Calendar item, or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Historical and Landmarks Commission meeting when the Chair calls for these requests during the Consent Calendar review.

- Agenda Item 7.D. and 7.E. was moved to end of Consent Calendar for discussion.

**7.A.** Approval of Historical and Landmarks Commission Minutes for the meeting of June 5, 2014.

**Motion/Action:** Motion was made by Luckinbill, seconded by Mahan to approve the Minutes of January 9, 2014. (4-0-1-1, McKee absent, Luckinbill abstained)

**7.B.** Approval of Historical and Landmarks Commission Minutes for the meeting of July 10, 2014.

**Motion/Action:** Motion was made by Luckinbill, seconded by Johns to approve the Minutes of January 9, 2014. (5-0-1-0, McKee absent)

**7.C.** Approval of Historical and Landmarks Commission Minutes for the meeting of August 7, 2014.

**Motion/Action:** Motion was made by Luckinbill, seconded by Johns to approve the Minutes of August 7, 2014. (5-0-1-0, McKee absent)

<b>7.D. File No.(s):</b>	<b>PLN2014-10463</b>
<b>Location:</b>	1464 Franklin Street, a 10,840 square foot lot located on the south side of Franklin Street approximately 75 feet east of Main Street (APN: 269-20-053). Project site is zoned R1-6L (Single Family Residential).
<b>Applicant/Owner:</b>	Juvenal Silveira
<b>Request:</b>	<b>Design Review</b> of a proposed detached accessory dwelling unit and three-car garage
<b>CEQA Determination:</b>	Categorically Exempt per CEQA Section 15303, New construction of small structures
<b>Project Planner:</b>	Jeff Schwilk, AICP, Associate Planner
<b>Staff Recommendation:</b>	Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Discussion:** Commissioner Johns requested that the applicant update the older the Historical Survey and Evaluation Report (DPR 525). No comments were received during public comment period.

**Motion/Action:**

Motion was made by Luckinbill, seconded by Johns to recommend approval of the project, (5-0-1-0, McKee absent), subject to updating the Historical Survey and Evaluation Report (DPR 525).

**7.E. File No.(s):** **PLN2014-10533**  
**Location:** 1124 Washington Street, a 17,050 square foot lot located on the west side of Washington Street approximately 80 feet north of Benton Street (APN: 269-15-053). Project site is zoned R3-36D (Medium Density Residential).  
**Applicant/Owner:** Scott Kamen  
**Request:** **Design Review** of the proposed roof replacement for three buildings in an existing five-building apartment complex  
**CEQA Determination:** Categorically Exempt per CEQA Section 15301, Repair and Maintenance of existing structures  
**Project Planner:** Jeff Schwilk, AICP, Associate Planner  
**Staff Recommendation:** Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Discussion:** Commissioner Mahan note concern with the tree limbs overhanging the roof. The owner noted he was willing to perform tree maintenance in conjunction with the roofing project. No comments were received during public comment period.

**Motion/Action:**

Motion was made by Luckinbill, seconded by Mahan to recommend approval of the project (5-0-1-0, McKee absent), subject to the maintenance of the trees at the rear of the property.

**7.F. File No.(s):** **PLN2014-10535**  
**Location:** 1582 Jackson Street, a 5,249 square foot lot located on the west side of Jackson Street approximately 190 feet north of El Camino Real (APN: 269-26-070). Project is zoned R1-6L (Single Family Residential).  
**Applicant/Owner:** Mary Chen / Shu-Ping Chen  
**Request:** **Design Review** of the proposed remodel to existing single family home, includes removal and replacement of existing stairs and railings at front and rear of the property and conversion of basement back to storage space  
**CEQA Determination:** Categorically Exempt per CEQA Section 15301, Repair and Maintenance of existing structures  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation:** Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Motion/Action:** Motion was made by Luckinbill, seconded by Mahan to recommend approve the project. (5-0-1-0, McKee absent)

**7.G. File No.(s):** **PLN2014-10539**  
**Location:** 2355 Park Avenue, approximately 12,700 square foot lot located on the southwest corner of Park Avenue and Hilmar Street (APN: 269-50-050). Project site is zoned R1-6L (Single Family Residential).  
**Applicant/Owner:** Josephine Moore  
**Request:** **Design Review** of a roof replacement from wood shingle to a 50 year dimensional composition asphalt shingle product on a single family home

CEQA Determination: Categorically Exempt per CEQA Section 15301, Repair and Maintenance of existing structures  
Project Planner: Yen Chen, Associate Planner  
Staff Recommendation: Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Motion/Action:** Motion was made by Luckinbill, seconded by Mahan to approve the project. (5-0-1-0, McKee absent)

**7.H. File No.(s):** **PLN2014-10590**  
**Location:** 904 Madison Street, a 3,952 square foot lot located at the northwest corner of Madison Street and Homestead Road (APN: 269-20-042). Project site is zoned OG (General Office).  
**Applicant/Owner:** David Huboi / Rosemary Anders  
**Request:** **Design Review** of a proposed renovation and repair of a single family residence, project proposes to refurbish and repair facia, trim and siding at rear of residence, remove and replace two exterior doors  
**CEQA Determination:** Categorically Exempt per CEQA Section 15331, Historical Resource Restoration Rehabilitation  
**Project Planner:** Yen Chen, Associate Planner  
**Staff Recommendation:** Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Motion/Action:** Motion was made by Luckinbill, seconded by Mahan to approve the project. (5-0-1-0, McKee absent)

**7.I. File No.(s):** **PLN2014-10589**  
**Location:** 1820 Bellomy Street, approximately 12,000 square foot lot located at the northwest corner of Bellomy Street and Winchester Boulevard (APN: 269-39-121). Project site is zoned CC (Community Commercial).  
**Applicant/Owner:** Doug Baldanzi  
**Request:** **Design Review** of window and door replacements to an existing office building, includes storage shed addition  
**CEQA Determination:** Categorically Exempt per CEQA Section 15301, Repair and Maintenance of existing structures  
**Project Planner:** Shaun Lacey, AICP, Assistant Planner II  
**Staff Recommendation:** Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for this item was posted within 300 feet of the site and was mailed to property owners within 300 feet.

**Motion/Action:** Motion was made by Luckinbill, seconded by Mahan to approve the project. (5-0-1-0, McKee absent)

\*\*\*\*\*END OF CONSENT CALENDAR\*\*\*\*\*

## 8. PUBLIC MEETING ITEMS

8.A. File No.(s):	PLN2014-10542 (General Plan Amendment #81), PLN2012-09351 (Rezoning), PLN2013-10106 (Tentative Subdivision Map), and CEQ2014-01176 (Mitigated Negative Declaration)
Location:	1313 Franklin Street, 1092 Monroe Street, and 1350 Benton Street, three parcels totaling 1.04 acre project site located on the west side of Monroe Street, and 1350 Benton Street between Franklin Street and Benton Street. (APN(s): 269-20-076, -077, -078). Properties are zoned CC-Community Commercial and OG-General Office.
Applicant/Owner:	SiliconSage TM Builders
Request:	<b>Design and Mitigated Negative Declaration review</b> to allow the construction of mixed-use project with approximately 14,500 square foot ground floor retail and up to 44 market-rate condominium units. The project includes demolition of existing structures onsite and construction of surface and below grade parking, widened sidewalks, landscaping, and other improvements.
CEQA Determination:	Mitigated Negative Declaration
Project Planner:	Payal Bhagat, Assistant Planner II
Staff Recommendation:	Recommend Approval, subject to conditions

**Notice:** The notice of public meeting for these items was posted within 500 feet of the site and was mailed to property owners within 500 feet.

**Discussion:** Ms. Bhagat introduced the project and noted comment letters were received on the Mitigated Negative Declaration. The Commission also reviewed comments from Lorie Garcia, Honorary City Historian's comments which were included in the comment letters. The City's response to comments on the MND were distributed to the Commission and made available for public review. In response to an earlier inquiry by Chair Johns, Ms. Bhagat noted a correction to the MND with regards to potable water use. The correction will reflect 100 gallons per day per unit of water use making the portable water requirement at 4,400 gallons per day.

The applicant then made a detailed presentation on the design concept for the project. The applicant noted special attention was made to limit the impact to the historical resources and residents to the west of the project site. It was explained by the applicant that the project was design so that no private patios looked into the neighboring residential properties which allows for increased privacy and limits the shadow effects. The applicant also noted that the project design took into considerations General Plan Transition and Historic Preservation policies to respect the scale and character of the Old Quad. The applicant reviewed the exterior fenestration details and the use of similar material palette as that of the surrounding neighborhood including the use of urban storefronts, railings, brackets, and cornice and window details. The applicant discussed the pedestrian connections, streetscape and site design.

Chair Johns opened the item for public comments. Members of the public noted the willingness of the developer to work with and meet with the community groups such as the Old Quad Resident Association and address concerns, collaborate with neighborhood. The reduction in mass and density from the original design was noted as an improvement to the project. Residents that spoke noted that not all items suggested or recommended were incorporated into the project. Residents noted that a summary of a survey of the neighborhood on the project proposal was not included for review and considerations by the Commission. Several residents spoke in opposition to the project requesting an extension on the comment and review period for the MND. They noted inconsistency in the noticing for the project and that many on the interest list from the community meetings were not noticed. Other comments included

statements on impacts on the neighborhood due to increased traffic, lack of sufficient parking spaces, exiting of the vehicles from the project on to Franklin Street, impacts to the historic properties adjacent to the project site, proposed tandem parking spaces, too big in scale and mass. Additional comments included request for no trash cans along Franklin Street, and appropriately scaled windows, walkable and pedestrian environment, inclusion of enough commercial space, providing opportunity for relocation of local business and impacts to values of surrounding properties. The Old Quad Residents Association representatives also noted the positive of having the developer commit to a LEED Gold for the project which was a real positive for the City. Chair Johns then closed the item for public comments.

The Commission deliberated on the merits of continuing the item and extending the comment and review period. Ms. Bhagat also explained that noticing for the project was done on August 22, 2014 and that people who were on the interested parties list and own properties within 500 foot radius of the project site should have received the notice for the hearing and the Notice of Availability for the environmental document. Shannon George from David J. Powers, City's Environmental Consultant, addressed comments made on the environmental document. She clarified that the Initial Study process does not require inclusion of public comments made during a community outreach meeting. She noted that public review and consultation period on the MND is for a minimum of 20 days or for 30 days if a state agency review is required. The applicant addressed the Commission offering a copy of the neighborhood survey be part of the record. The applicant noted that additional public comment can be provided through the remainder of the process, including the Planning Commission, City Council and the Architectural Committee.

The Commission had a lengthy discussion on Mission Revival style architecture, balcony access to the people from the fourth story to the flat roof, and, exterior material proposed. The Commissioners noted concerns with respect to massing and scale. They appreciated the proposed architectural style because it was differentiated, but the Commission felt that individual buildings were designed in a modern style.

Volunteer Architectural Advisor Craig Mineweasear suggested that the scale of the windows and detailing looked massive, and inconsistent with the historical small scale buildings currently existing in the Old Quad. The Commission further discussed issues of massing, height, historically consistent window details, and softening of the project. The Commission noted that there were five blocks of predominantly two stories properties on Benton Street and therefore the project should be allowed to be only three stories in height.

**Motion/Action:**

Motion was made by Luckinbill, seconded by Mahan to approve the project, (4-0-1-1, McKee absent), *subject to the fourth story being setback from the face of the building along Benton Street by a minimum of 15 feet and the architectural detail of the project be scaled down to make it consistent with the historical context, and that the neighborhood survey be added to the public record for the project.*

**9. OTHER BUSINESS**

**9.A. Commission Procedures and Staff Communications**

**i. Announcements/Other Items**

- Correspondence received for HLC
- Lara Ruffolo inquired via email asked if an Eichler neighborhood, specifically the Pomeroy Green and Pomeroy West qualify as an historical landmark.
- Monthly Report on HT properties: Residential reversions (verbal update)
- None
- Commission/Board Liaison Assignments
- Commission requested that Planning Commission agendas be provided to them to allow tracking of HLC projects through the entitlement process.

**ii. Report of the Liaison from the Planning and Inspection Department**

- City Council and Planning Commission Actions (verbal update)

**iii. Commission/ Board Liaison and Committee Reports**

- Santa Clara Arts and Historic Consortium (McKee / Standifer as alternate)  
[Fourth Monday of each month at 7:15 p.m. - Headen-Inman House]
- Historic Preservation Society of Santa Clara (Mahan / Luckinbill as alternate)  
[Second Friday of each month at 10:00 a.m. - Harris Lass Preserve]
- Commissioner Mahan reported on progress of the orchard replacement project.
- Old Quad Residents Association (Hyams / Mahan as alternate)
- Commissioner Hyams reported on the ice cream social even.
- Architectural Committee (Mahan / Johns as alternate)
- Agnews Historic Cemetery Museum Committee (Standifer / Luckinbill as alternate)
- BART/ High Speed Rail/ VTA BRT Committee (Johns / McKee as alternate)
- Zoning Ordinance Update (Johns / Hyams Alternate)
- Preservation Ordinance Ad-hoc Committee (Mahan and Luckinbill / McKee as alternate)
- Commissioner Luckinbill reported that the Ad-hoc Committee was near completion.
- Mr. Chen noted that the remainder of the process will be determined by the City Manager and Council as this is City Council Ad-hoc Committee.
- Neighborhood Preservation Ordinance Ad-hoc Committee (Johns / Standifer as Alternate)
- Commissioner Johns reported on the large turnout of interested parties, including real estate and students.

**iv. Commission Activities**

- Commissioner Travel and Training Reports
- Mr. Chen reminded the Commission that AB 1234 Ethics Training is scheduled for September 10<sup>th</sup> in the Council Chambers.

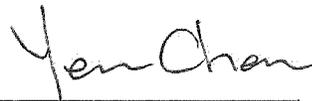
**v. Upcoming Agenda Items**

- Review Public Information Handouts and Brochures - October
- Franklin Post Office Update (Lorie Garcia) – TBD
- Review of Street Name List (Lorie Garcia) – TBD
- Tour of the City's Mackay neighborhoods (Yen Chen) – TBD

**ADJOURNMENT**

The meeting was adjourned at 10:24 p.m. The next regular Historical and Landmarks Commission meeting will be held on Thursday, October 2, 2014 at 7:00 p.m. in the City Council Chambers.

Prepared by:



Yen Chen  
Associate Planner

Approved:



Gloria Sciara, AICP  
Development Review Officer

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Meeting Date: 10/28/14

# AGENDA REPORT

Agenda Item # 11A

City of Santa Clara, California



**Date:** October 14, 2014

**To:** City Manager for Council Action

**From:** Director of Public Works/City Engineer

**Subject:** Funding Agreement Between the Santa Clara Valley Transportation Authority and the City of Santa Clara for the Limited 323 Bus Signal Priority Upgrades and Approval of Appropriations and Estimated Revenue in a new CIP project, Stevens Creek Bus Priority Project

## EXECUTIVE SUMMARY:

In April 2012, the Santa Clara Valley Transportation Authority (VTA) applied for and received \$712,888 in Transit Performance Initiative (TPI) Program funds to implement Bus Signal Priority along Stevens Creek Boulevard/West San Carlos corridor for the Limited 323 Bus line. The Stevens Creek Corridor is VTA's second highest bus ridership corridor and the project will improve travel times for bus service along this route. The improvements in Santa Clara will include upgrading traffic signal controllers, install new bus signal priority equipment, and develop new traffic signal timing to support implementation of bus signal priority. VTA will be providing the City \$66,800 from their grant to make the necessary improvements at signalized Stevens Creek Boulevard intersections maintained by Santa Clara. This funding will pay for all materials and staff time necessary to complete the improvements.

A copy of the Funding 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:

Implementation of bus signal priority will improve travel times for transit buses as well as other vehicles traveling along the Stevens Creek corridor.

## ECONOMIC/FISCAL IMPACT:

Staff is requesting appropriations totaling \$66,800 for the new CIP project, Stevens Creek Bus Signal Priority Project in Streets & Highway Fund (533-4433-80300-1374 (G) BSP15). There will be no additional operations and maintenance cost impacts to the General Fund.

City Manager for Council Action

Subject: Funding Agreement Between the Santa Clara Valley Transportation Authority and the City of Santa Clara for the Limited 323 Bus Signal Priority Upgrades and Approval of Appropriations and Estimated Revenue in a new CIP project, Stevens Creek Bus Priority Project  
Page 2

**RECOMMENDATION:**

That the Council:

1. Approve and authorize the City Manager to execute the Funding Agreement between VTA and the City of Santa Clara to implement bus priority along Stevens Creek Boulevard;
2. Approve appropriations in the new CIP project, Stevens Creek Bus Priority Project (533-4433-80300-1374-(G) BSP15) and estimated revenue from VTA (533-4433-55580-1374 (G) BSP15) in the amount of \$66,800; and
3. Approve the rollover of unexpended appropriations to future fiscal years.



Rajeev Batra  
Director of Public Works/City Engineer

APPROVED:



Julio J. Fuentes  
City Manager

Certified as to Budget Form:   
533-4433-80300-1374



Gary Ameling  
Director of Finance/Assistant City Manager

**FIVE COUNCIL VOTES**

*Documents Related to this Report:*

1) *Funding Agreement*

**FUNDING AGREEMENT BETWEEN  
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
AND THE CITY OF SANTA CLARA  
FOR THE LIMITED 323 BUS SIGNAL PRIORITY UPGRADES**

This Cooperative Funding Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, 2014 and is made by and between CITY OF SANTA CLARA, a California charter city, whose address is 1500 Warburton Avenue, Santa Clara, California, 95050 (“**CITY**”), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency, whose address is 3331 North First Street, San José, California, 95134 (“**VTA**”), is entered into as of the date this document is fully executed by the parties hereto.

**RECITALS**

- A. WHEREAS, CITY is duly established charter city organized and existing under the laws of the State of California;
- B. WHEREAS, VTA will sponsor, procure, install and provide assistance with the set-up of said equipment to implement Bus Signal Priority (“**BSP**”) for VTA Limited 323 Service on Stevens Creek Boulevard and desires to support the City of Santa Clara’s effort to implement BSP in its city, as further described in scope of Section 1 and **Exhibit “A”** of this Agreement (hereinafter, the “**Project**”). The Project description and a list of affected intersections on Stevens Creek Boulevard are attached hereto as **Exhibit “A;”**
- C. WHEREAS, CITY will provide oversight, upgrade the signal central system for BSP and signal controller firmware, and update signal timing changes for the implementation of the VTA Limited 323 BSP upgrades in the City of Santa Clara. BSP is a technology that uses equipment on both a bus and the local traffic signal to provide communications between the two, allowing a signal to be transmitted from the bus to the traffic signal to initiate a priority call. The priority call provides travel time benefits by either extending green time on the bus approach (if the bus approaches on the green) or reducing the red time (if the bus approaches on the red) by taking green time away from side street movements; (BSP is further described in **Exhibit “A”**, attached hereto);
- D. WHEREAS, VTA has applied for and has been awarded Federal Transit Administration (“**FTA**”) grant funds (Grant No.CA-95-X216 ) (“**Grant Funds**”) by the Metropolitan Transportation Commission (“**MTC**”), and the application and the award letter are attached hereto as **Exhibit “B;”** and
- E. WHEREAS, VTA has allocated Seven Two Thousand Five Hundred Dollars (\$72,500) in Grant Funds to the City of Santa Clara for activities related to construction of the Project, including project upgrades to signal controller firmware, procurement and installation of signal controller firmware, updates to traffic signal timing, fine tuning of traffic signal operations, and oversight and inspection, permit fees which activities are further listed in **Exhibit “C.”**

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree:

### **1. Scope.**

VTA shall reimburse CITY up to Seven Two Thousand Five Hundred Dollars (\$72,500) in Grant Funds (“**Maximum Reimbursement**”) for the sole purpose of reimbursing the CITY for the work it performs pursuant to this Agreement to implement the Project (“**Work**”) as further set forth herein.

### **2. CITY’s Obligations.**

- a. Service and Oversight: CITY shall upgrade signal controller firmware, signal controller firmware, update and fine tune traffic signal timing as listed in **Exhibit “C”** to accommodate BSP operations, provide oversight for the installation of the Equipment at up to seven (7) intersections set forth in **Exhibit “A”** to provide BSP for VTA Limited 323 service in Santa Clara, California.
- b. Milestones and Progress Reports: CITY shall provide to VTA invoices and any other information necessary to comply with FTA Grant Funding requirements, as required under the Grant between VTA and the FTA, attached hereto as **Exhibit “B”**.
- c. Maintenance and Operation: CITY shall maintain and operate at CITY’s expense all traffic signal equipment that supports BSP equipment with the exception of the GPS-based BSP intersection units. CITY shall also operate BSP per the parameters set forth in **Exhibit “D”**.
- d. Progress Report: The “**Progress Report**” shall be submitted for the following calendar quarters:

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

The Progress Report shall include, but not be limited to: (i) a balance sheet; (ii) a project expenditure statement broken out by task; (iii) a description of the work; (iv) a statement of the amount spent and the amount remaining and (v) a statement of percent complete. Progress Reports shall be delivered to David Kobayashi, Senior Transportation Planner – Project Development (or to such other person designated in writing by VTA), within ten (10) business days after the end of each reporting period.

### **3. VTA’s Obligations.**

- a. Equipment: VTA shall be responsible for procuring and installation of the BSP equipment.
- b. Grant Fund Administration: VTA shall reimburse the CITY with Grant Funds for expenses related to the oversight work described in this Agreement, which expenses shall

not exceed the Maximum Reimbursement. VTA shall administer the grant, including providing oversight of the Project.

- c. Schedule: VTA shall provide a schedule, in consultation with the CITY, for the GPS based BSP equipment installation at the intersections listed in **Exhibit "C,"** and the fine tuning of traffic signal timing.
- d. Encroachment Permit: VTA shall obtain (or have to be obtained by contractors) a City of Santa Clara encroachment permit for the Work. Encroachment permit fees should not exceed a fee of base Two Hundred Ten Dollars (\$210) plus 8% of project cost in Santa Clara as listed in **Exhibit "C"**.

#### **4. BSP Equipment Ownership, Use, and Maintenance.**

The BSP equipment shall be owned by VTA and maintenance of this equipment by VTA shall be limited to the following:

- Warranty issues on the equipment
- Testing
- Replacement of non-functioning equipment or obsolete equipment.
- Support to installation of software updates to the transit signal priority detector central system consistent with the warranty period and support period.
- Support to installation of BSP equipment in the traffic signal controller equipment consistent with the warranty period and support period.

Day to day operations and maintenance tasks other than listed above of the BSP equipment shall be City's responsibility.

The BSP equipment shall be used by CITY to implement BSP strategies per the parameters set forth in **Exhibit "D,"** and for emergency vehicle pre-emption purpose. CITY shall be responsible to inform VTA for non-functioning BSP equipment. Replacement of non-functioning equipment will take place within 2 business days.

#### **5. Shared use of BSP Equipment.**

VTA shall install (or cause to be installed) the signal priority equipment so that it can be shared by the CITY's fire department for fire preemption and VTA for bus signal priority.

#### **6. Funding.**

If the actual costs of the Work exceed the Grant Funds, CITY shall provide the additional funding necessary to complete the Work. No VTA funds (as distinct from Grant funds) shall be used to fund the Work.

VTA shall determine the disposition of excess Grant Funds if actual costs are less than the cost identified in **Exhibit "C"**. CITY's interest in the Grant Funds shall terminate upon completion of the Work or upon VTA's close out of the Grant Funds, whichever occurs first.

#### **7. Compliance with Laws.**

In addition to the terms of this Agreement, CITY shall comply with all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and local governments, and any agencies thereof, which relate to or in any manner affect the performance of this Agreement. 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," Circular 4220.1E of the Federal Transit Administration (FTA), Circular 5010.IC of the FTA and the FTA Master Agreement (Form FTA MA (9), October 1, 2002) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement. All requirements imposed upon VTA as federal "grantee" or "recipient" contained in the FTA Grant Agreement, **Exhibit "B,"** are hereby imposed upon CITY, and those rights reserved by the Department of Transportation, the Federal Transportation Administration or other branches of the Federal or State government are hereby reserved by VTA.

**8. Completion of Work.**

CITY shall complete the Work in a timely manner and in conformance with schedule and budget contained herein, and in compliance with all other terms and conditions of this Agreement.

**9. Record Retention and Audit.**

- a. Record Retention: CITY will retain intact and accessible all data, documents, reports, records, contracts and supporting materials relating to the BSP Project during the course of the BSP Project and for three (3) years thereafter. If any litigation, claim, negotiation, audit or other action related to the BSP Project is started before the end of said three-year period, CITY shall retain records for three (3) years after completion and resolution of the action and all issues related to it.
- b. Access to Records: Upon request, CITY agrees to permit VTA and the authorized representatives of the Secretary of Transportation and the Comptroller General of the United States, to inspect all BSP Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CITY and its contractors pertaining to the Project. In accordance with 49 U.S.C. § 5325(a), the CITY agrees to require each third party contractor to permit VTA and the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and to audit the books, records, and accounts involving that third party contract.
- c. Audit: CITY will provide thorough and complete accounting for all funds expended in the performance of the Work, consistent with 49 Code of Federal Regulations, Section 18.37(b). CITY shall be responsible for meeting audit requirements of the "Single Audit Act Amendments of 1996," 31 U.S.C. § 7501, et, seq., in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and any revision or supplement thereto. CITY shall annually submit to VTA one copy of its audit completed in accordance with the above-described single audit requirements within thirty (30) days after completion of the audit, but not later than one year after end of the audit period.

**10. Invoicing.**

VTA shall reimburse CITY, up to the Maximum Reimbursement, for those eligible services and expenses required to perform the Work in accordance with the Grant attached hereto as **Exhibit "B"** and as they are incurred. Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget Circular A-87, Revised, Cost Principles Applicable to Grants and Contracts with State and Local Governments and for eligible costs as described in FTA Circular 5010.1C.

CITY shall invoice VTA once a month or quarterly, as deemed necessary for the Work. Each invoice shall be accompanied by all applicable supporting documentation for the scope of work being invoiced. No advance payments shall be made. VTA shall pay CITY within thirty (30) days after receipt of an invoice fully documented to the reasonable satisfaction of VTA.

**11. Separate Accounting.**

The CITY agrees to establish and maintain for the Work either a separate set of accounts, or separate accounts within the framework of an established accounting system that can be identified with the Work, in accordance with applicable Federal regulations and other requirements that the Federal Transit Administration (FTA) may impose. The CITY agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Work shall be clearly identified, readily accessible and available to the VTA or FTA upon their request, and, to the extent feasible, kept separate from documents not related to the Work.

**12. Project Implementation and Acceptance.**

CITY shall administer the Work in accordance with the provisions outlined in this Agreement. VTA shall monitor the progress of the BSP Project.

**13. Final Project Approval.**

VTA shall issue final project approval upon successful completion of a two (2) five (5) day operational tests ("**5-Day Operational Test**") within a thirty (30) day period. A successful completion of a 5-Day Operational Test shall be achieved when, as judged by VTA, the BSP has operated without equipment failure and it meets the following functional requirements:

- BSP transmissions from an equipped vehicle are received by the BSP equipment in the traffic signal controller cabinet.
- The traffic signal controller processes the received BSP transmission and provides appropriate TSP traffic signal treatment as outlined in **Exhibit "D."**

The two 5-Day Operational Tests within a thirty (30) day period might need to be extended in order to achieve a full 5-day period of continuous operation without any major equipment or functional failure. The determination of whether the subsystem or equipment failure should be categorized as major or not will be made by VTA prior to the commencement of the two (2) 5-Day Operational Tests. VTA shall provide CITY a forty eight (48) hour notice of any operational tests.

Final System Approval shall be considered achieved when the VTA informs CITY that the two (2) 5-Day Operational Tests have been successfully completed and that all required project documentation has been submitted and approved and all other activities required of the vendor have been satisfied as deemed by VTA.

**14. Indemnification/Mutual Hold Harmless.**

Pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, employees and agents harmless from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, employee or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, employees or agent, under or in connection with any work, authority or jurisdiction delegated to such other parties under this Agreement.

**15. Notice.**

Any notices required to be given hereunder, or which any party may wish to give, shall be in writing and shall be personally delivered, certified or registered mail, postage prepaid, addressed as follows:

**For the CITY:**

Rajeev Batra  
Director of Public Works/ City Engineer  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara CA 95050

**For the VTA:**

John Ristow, Chief Officer CMA  
Santa Clara Valley Transportation Authority  
3331 North First Street  
Santa Clara, CA 95134

or to some other person or entity designated in writing by either party. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**16. Dispute Resolution.**

If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a party to perform, the party raising the question or making the allegation shall give written notice thereof to the other party. The parties shall promptly meet in an effort to resolve the issues raised. If the parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the parties to the extent possible that litigation be avoided as a method of dispute resolution.

**17. Amendments.**

Except as expressly provided herein, the provisions of this Agreement shall not be altered, modified or amended except through a written amendment executed by parties.

**18. Warranty of Authority to Execute Agreement.**

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

**19. Venue.**

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, Santa Clara, California.

**20. Governing Law.**

The parties agree that the law governing this Agreement shall be that of the State of California.

**21. Severability.**

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

**22. Term of Agreement.**

This Agreement shall become effective on the date specified on the first page hereof and shall remain in effect until August 1, 2015. CITY shall use its best efforts to complete the Work described in this Agreement by August 1, 2015.

**23. Interpretation of Agreement.**

The Parties hereto acknowledge and agree that, although this Agreement was originally drafted by VTA's legal counsel, Grantor or its legal counsel have reviewed and negotiated, or had an opportunity to review and negotiate, the terms of this Agreement. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement and this Agreement shall be interpreted in accordance with its fair meaning.

**24. Entire Agreement.**

This Agreement represents the full and complete understanding of the Parties with respect to the Properties and the Project. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the Properties or the Project are revoked and extinguished by this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed by CITY and VTA on the dates set forth below.

**CITY**  
City of Santa Clara, a California  
Municipal corporation

**VTA**  
SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY (VTA)

By: \_\_\_\_\_  
Julio J. Fuentes  
City Manager

By: \_\_\_\_\_  
Nuria I. Fernandez  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard E. Nosky  
City Attorney

\_\_\_\_\_  
Victor Pappalardo  
Senior Assistant Counsel

**Exhibit A**  
**City of Santa Clara - Limited 323 BSP Project**

**Description of Bus Signal Priority**

Bus Signal Priority (“BSP”) is an operational strategy that facilitates the movement of in-service transit vehicles (e.g. buses, streetcars, light rail, etc.) through traffic signal controlled intersections. BSP can be implemented in a variety of ways. Priority treatments include passive priority, early green (red truncation), green extension, actuated transit phase, phase insertion, phase rotation, and adaptive/real-time control, usually associated with methods of recovery to transition the signal controller back to coordination. In its basic form, BSP is accomplished at the local intersection level by detecting the transit vehicle and interacting with the local intersection signal controller. BSP system components consist of three major elements, the transit vehicle detection/ priority request system, the traffic signal control system, and a communications system to link the vehicle detection system with the traffic signal control system, possibly through a transit/traffic management center.

It is important to note that although priority and preemption (“Emergency Vehicle Preemption”) are often used synonymously, they are in fact different processes. While they may utilize similar equipment, signal priority modifies the normal signal operation process to better accommodate transit vehicles, while Emergency Vehicle Preemption interrupts the normal process for special events such as an approaching train or responding fire engine. Objectives of Emergency Vehicle Preemption include reducing response time to emergencies, improving safety and stress levels of emergency vehicle personnel, and reducing accidents involving emergency vehicles at intersections.

Objectives of BSP include improved schedule adherence, improved transit efficiency, contribution to enhanced transit information, and increased road network efficiency. Page 2 of this exhibit has the list of intersections that will be treated with BSP equipment.

**City of Santa Clara Intersections:**

VTA will be reimbursing implementation of BSP to the City of Santa Clara for the intersections listed below:

	<b>Street</b>	<b>Intersection</b>
1	Stevens Creek	Stern
2	Stevens Creek	Calvert (I-280 SB)
3	Stevens Creek	Business Park/ Agilent
4	Stevens Creek	Lawrence Expwy (NB & SB)
5	Stevens Creek	Cabot – Loma Linda
6	Stevens Creek	Albany/ Cronin
7	Stevens Creek	Woodhams

# Exhibit B



METROPOLITAN  
TRANSPORTATION  
COMMISSION

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TDD/TTY 510.817.5769  
FAX 510.817.5848  
E-MAIL info@mtc.ca.gov  
WEB www.mtc.ca.gov

## *Memorandum*

TO: Select Committee on Transit Sustainability

DATE: April 11, 2012

FR: Deputy Executive Director, Policy

W.I. 1517

RE: Transit Performance Initiative (TPI) Program – Major Bus and Light Rail Corridors

The region's urban trunk network of major transit lines carries over half of the total ridership in the region and the network corresponds with areas where the region is forecasting significant growth. This network includes both bus and light rail operations on heavily traveled, congested urban corridors. Despite relatively slow operating speeds these routes nonetheless generate significant ridership. The TPI program is a pilot program to fund low-cost capital improvements that improve operations and customer experience in this network. The improvements being sought are those that can be implemented quickly, as they build on existing transit agency efforts to identify ways to improve service productivity.

As part of the OneBayArea Grant program, staff has proposed an initial commitment of \$30 million to fund service improvements on major bus and light rail corridors. On January 25, this committee authorized the release of a call for projects focusing the initial \$30 million on the largest bus and light rail systems with high ridership urban trunk routes: AC Transit, SFMTA, SamTrans, and VTA. Staff recommends funding five projects submitted in this initial round. If successful in demonstrating achievement of operational and ridership goals, similar investments would be recommended in the future.

### Project Selection Process

MTC issued a call for projects in February and received five applications from three agencies with a total request of approximately \$34 million (summarized below). SamTrans is currently completing a Comprehensive Operational Analysis and indicated that they intend to submit projects for consideration in a future funding round.

MTC staff convened an evaluation team consisting of staff from MTC, the Livermore Amador Valley Transit Authority, and Transportation Management and Design, Inc. Submissions were evaluated based on project readiness and project management capacity with priority given to projects that could be implemented within 12-24 months of grant award and that had evidence of engineering and operational support from local jurisdictions. Additionally, cost-effectiveness and performance indicators like travel time savings and operating cost savings were considered with priority given to corridors with more frequent service.

Staff recommends funding elements of all five corridor projects for a total of \$27.7 million as shown in Table 1. A local funding match of 11.5% is required. The recommended grant awards fund project elements that improve speed, reduce travel times, enhance customer experience, and

can be implemented quickly consistent with the program objectives. Together, these projects are estimated to save over \$4 million in annual operating costs and reduce travel time by 5-25% for the approximately 200,000 daily riders on these routes. Fact sheets for the recommended corridors are attached.

**Table 1**

<b>Agency</b>	<b>Project</b>	<b>Total Cost</b>	<b>TPI request</b>	<b>Staff Recommendation</b>
AC Transit	Line 51 Corridor Speed Protection and Restoration Project	\$13,315,624	\$10,515,624	\$10,515,624
SFMTA	Mission Mobility Maximization Project	\$13,210,000	\$11,694,813	\$7,016,395
	N-Judah Mobility Maximization Project	\$10,360,000	\$9,171,708	\$3,750,574
	Bus Stop Consolidation and Roadway Modifications (subject to environmental)			\$4,133,031
VTA	Light Rail Transit Signal Priority Improvements	\$1,792,813	\$1,587,177	\$1,587,176
	Stevens Creek – Limited 323 Transit Signal Priority Project	\$805,250	\$712,888	\$712,888
<b>Total</b>		<b>\$39,483,687</b>	<b>\$33,682,210</b>	<b>\$27,715,688</b>
<b>Reserve for future TPI Round</b>				<b>\$2,284,312</b>

For the AC Transit project and two VTA projects, staff recommends funding the entire TPI request. For the two SFMTA projects, staff recommends funding ready-to-go project elements that produce travel time savings including transit signal priority and dedicated lane treatments. Staff recognizes that both the Mission and N-Judah corridors are two of the highest ridership corridors in the region and both have potential for significant travel time improvements. However, project elements such as bus stop consolidation and roadway modifications that would produce significant travel time savings are not proposed within the timeframe of this funding round due to the environmental review schedule. Staff recommends programming \$4.1 million for additional Transit Effectiveness Project (TEP) improvements, currently under environmental review, and conditioning the release of these funds on companion bus and/or light rail stop consolidation implementation, consistent with the TEP. The immediate TPI grant, when combined with the TEP stop consolidation and engineering changes are estimated to result in travel time savings of approximately 20% in both corridors.

We recommend reserving roughly \$2.3 million for a funding round in summer 2013. Potential programming options for the reserve include a SamTrans project resulting from their Comprehensive Operational Analysis, additional projects or project elements from AC Transit, SFMTA and VTA, or seed funding for a future round with expanded eligibility. Staff would return in summer 2013 to provide an update on SFMTA's progress in meeting conditions and to request consideration of a new funding round.

**Recommendation**

Staff recommends the Committee refer the five projects shown in Table 1 to the Commission for approval as part of the Transit Sustainability Project final recommendations on April 25th and for final programming as part of the OneBayArea grant program in May 2012.

---

Ann Flemer

Attachments: Individual Project Fact Sheets



## TPI Major Corridors

# Stevens Creek - Limited 323 Transit Signal Priority Improvements

*Recommended TPI Funding: \$0.7 M*

*Estimated Total Project Cost: \$0.8 M*

*Lead Implementing Agency/ Sponsor: VTA*

**Project Location:** Stevens Creek Corridor in San Jose

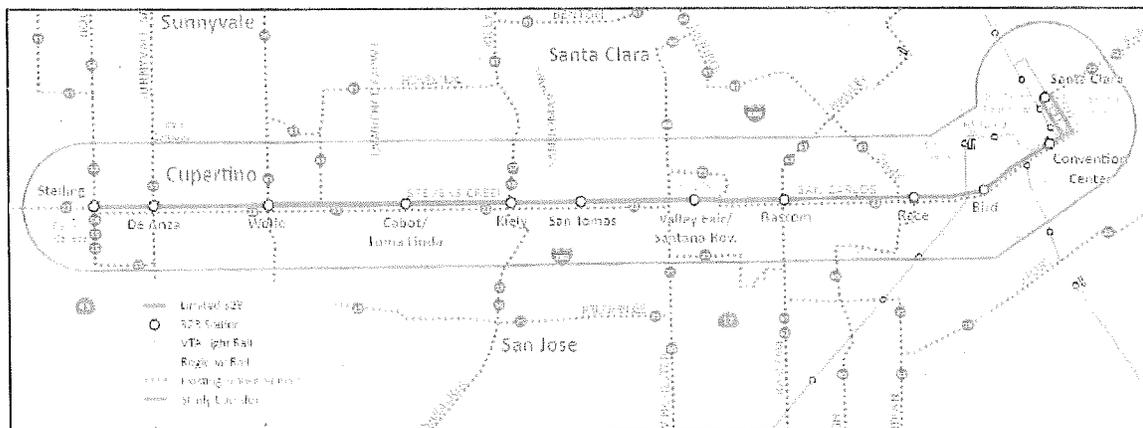
**Project Description:** The project would implement transit signal priority (TSP) on Stevens Creek/West San Carlos for VTA's proposed Limited 323 service to reduce travel time in VTA's second highest ridership corridor. VTA is planning to begin the Limited 323 service in October 2012 but implementing TSP in the corridor would allow VTA to improve the operating speed.

**Project Benefits:** The new TSP system will result in:

- Estimated travel time savings – 23%
- Speed improvements and reduction in revenue hours
- Cascading benefits that increase ridership, reduce auto trips and have positive air quality benefits.

**Project Schedule:** Environmental Clearance: August 2012  
Project Completion: Nov 2013

**Project Map:**



**Exhibit C**  
**City Of Santa Clara**

**TPI Grant – Limited 323 Bus Signal Priority**

	<b>Description</b>	<b>Cost</b>
	<b>CITY RESPONSIBILITIES</b>	
1	Naztec BSP Signal Controller Firmware licenced integration <sup>1</sup>	
2	Naztec BSP Signal Central System Upgrade for BSP	
3	Develop Updated Traffic Signal Timing to accommodate BSP operations	\$66,800.00
4	City Staff Labor to Fine tune traffic signal operations	
5	City Staff Labor for Inspection	
	<b>Project Cost in City of Santa Clara</b>	
6	Encroachment Permit Fee <sup>2</sup>	\$5,700.00
	<b>TOTAL COST</b>	<b>\$72,500.00</b>

Notes

1. Includes 1 spare
2. Encroachment Permit fees are base \$210 plus 8% of project cost in City of Santa Clara - This information is per Dennis Ng

**Exhibit D:  
City of Santa Clara - Operating Plan for Bus Signal Priority (BSP) with Coordinated Traffic Signal Operations: Limited 323 Bus Signal Priority (BSP) Project**

Operating Scenario	Limited 323 BSP Project Operating Plan.
Type of BSP	Early green or green extension. Pre-emption (skipping of phases) shall not be provided to BSP vehicles.
BSP Vehicles	All BSP vehicles shall have the ability to request BSP along Stevens Creek, San Carlos, San Fernando and Santa Clara Street.
BSP Technology	GPS based software and hardware shall provide data to BSP software and signal controller hardware.
Providing BSP	BSP shall be provided when requested by a BSP vehicle, subject to the lockout parameters described below.
Intersection with BSP	All intersections along Stevens Creek, San Carlos, San Fernando and Santa Clara Street shall be capable of providing BSP.
Emergency Vehicle Preemption	Emergency vehicle preemption shall take precedence over BSP.
BSP Lockout	BSP shall be locked out for one to three cycles following any emergency vehicle preemption or another priority call. Under all other conditions no lockout shall occur.
BSP Phases	BSP shall be provided to the east/west through movements.
Behind Schedule BSP Vehicles	BSP shall be provided to all BSP vehicles, independent of schedule adherence.
BSP Green Time	The maximum amount of time for BSP at any given intersection is the sum of available green time for each phase conflicting with the BSP priority phase. The available green time for any phase is the sum of minimum green or pedestrian phase (whichever is longer), yellow phase, and red phase subtracted from the optimized maximum phase length.
Time of Day Operations	AM & PM Peak Periods Maximum possible BSP green time shall be provided at all City of Santa Clara intersections except at Stevens Creek Boulevard/ Calvert Dr. and Stevens Creek Boulevard/ Lawrence Expwy intersections. Increases in side-street and general purpose delay may occur when implementing BSP. At the two above mentioned intersections, BSP green time will be reduced to prevent off-ramp queues from extending to the freeway mainline
Operator Controlled BSP	Off-Peak Maximum possible level of BSP shall be provided. Operator or manual operation of BSP is not permitted
Review of BSP Settings	BSP operations shall be reviewed twice per year. Reviews may consist of checking operating conditions versus the operating plan, reviewing public and bus driver comments, and adjusting BSP settings to conform to current operating conditions. No adjustments to BSP system settings shall occur without VTA approval.

Updated: October 9, 2013

Meeting Date: 10/28/14

# AGENDA REPORT

City of Santa Clara, California

Agenda Item # 11B

Santa Clara



**Date:** October 22, 2014

**To:** City Manager for Council Action

**From:** Director of Finance/Assistant City Manager

**Subject:** Fiscal Year 2013-14 Transfer of General Fund Operating Surplus to General Contingency Reserves and Confirmation of the City's General Contingency Reserve Targets

## EXECUTIVE SUMMARY:

Fiscal year 2013-14 year-end work on the City's books has been completed and the annual external audit is nearly complete. As a result of stronger revenue collections (primarily from tax collections and charges for services) and expenditure constraints put into place, \$13.0 million is available for transfer to the City's General Contingency Reserves.

In 1985-86, the City Council established a policy regarding the City's General Contingency Reserve, under which two separate reserves were established.

1. The Working Capital Reserve is set aside primarily for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the cost of the City's General Fund operations for three months (90-days or 25% working capital reserve).
2. The Capital Projects Reserve, earmarks funds for a five-year capital improvement program. The minimum target for this reserve is \$5 million.

One of the objectives on the current Six-Month Strategic Objectives list is:

- Present to the City Council an overview of City reserves and a review of policies for possible revision to expand the City's reserves.

Each year, staff reviews the reserve fund balances and the reserve targets for the Working Capital Reserve and the Capital Projects Reserve. Based on historic volatility in the General Fund's major economically sensitive revenue sources, staff continues to believe that the current 25% reserve target for the Working Capital Reserve is appropriate. As for the Capital Projects Reserve, staff believes that it is prudent to maintain a minimum fund balance target of \$5 million.

During the Great Recession, the City's three main economically sensitive revenue sources (i.e., sales tax, property tax, and transient occupancy tax) declined significantly. This led to the use of reserves to maintain vital city services in 2008-09 and 2009-10, and necessitated significant cost reductions in 2010-11, 2011-12 and 2012-13 in an effort to bring ongoing expenditures in line with ongoing revenues. Our strategy, as adopted in our Budget Principles, calls for rebuilding the Working Capital Reserve for the long-term financial health of the City.

Council has made progress as a result of operating surpluses over the last three fiscal years. Surpluses have been largely due to expenditure constraints put into place and an improving economy leading to stronger-than-expected revenue growth. Reserves are monitored carefully and reported monthly to Council as part of the Monthly Financial Status Reports.

In order to best achieve the City Council's goal of rebuilding the General Contingency Fund reserves, the following transfers are being recommended:

- \$10.0 million to the Working Capital Reserve
- \$3.0 million to the Capital Projects Reserve

By this action, the reserve levels will be as follows:

- The Working Capital Reserve at June 30, 2014 will be \$27.6 million. The Council-adopted policy is to maintain a Working Capital Reserve of at least 25% of the General Fund adopted budget, enough to cover 90 days of operations. Based on the 2014-15 adopted budget, the target for this year is \$41.2 million. After funding transfers approved for 2014-15, the Working Capital Reserve balance will be \$27.3 million, which represents 16.6% of the 2014-15 General Fund appropriations, or approximately 66.3% of the targeted reserve balance. This amount is sufficient to cover 60 days of General Fund operations.
- The Capital Projects Reserve at June 30, 2014 will be \$12.7 million. After the close-out of completed projects and the funding of projects approved by the Council as part of the 2014-15 budget or in subsequent Council actions, the balance of the Capital Projects Reserve available for future projects will be \$9.6 million. This amount is above the Council-adopted minimum reserve target policy of \$5.0 million.

#### **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

The transfer of Operating Surplus to the City's General Contingency Reserves for Working Capital and Capital Projects increases the cash designated for future City needs in times of emergency and economic recession and for needed capital improvements that can be appropriated by Council in the future. This action also conforms to an approved policy and stated priority of City Council (i.e., the replenishment of the City's General Contingency Reserves).

#### **ECONOMIC/FISCAL IMPACT:**

There is sufficient General Fund operating cash (001-12010) to transfer \$10.0 million to the Working Capital Reserve, and \$3.0 million to the Capital Projects Reserve. This is a designation of cash and involves no expenditure appropriations.



10/28/14

# CLOSED SESSION REQUEST

15B



City of Santa Clara, California



It is requested the **CITY COUNCIL OF THE CITY OF SANTA CLARA** meet in closed session on **Tuesday, November 18, 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 LABOR NEGOTIATORS**

Pursuant to Gov. Code § 54957.6

**City designated representatives:** 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 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: October 24, 2014

A handwritten signature in black ink, appearing to read "Richard E. Nosky, Jr.".

RICHARD E. NOSKY, JR.  
City Attorney