



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, OCTOBER 5, 2021
CITY COUNCIL CHAMBERS, 2nd Floor,
455 E. CALAVERAS BLVD., MILPITAS, CA
7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3232

The City Council meeting is held in the City Council Chamber at City Hall, 455 E. Calaveras Blvd., Milpitas and via teleconference/Zoom webinar.

You may watch the Council meeting without providing public comment by accessing it via links here.

Meeting shall be livestreamed - Go to:

Facebook: <https://www.facebook.com/CityofMilpitas/>

YouTube: <https://www.ci.milpitas.ca.gov/youtube>

Web Streaming: <https://www.ci.milpitas.ca.gov/webstreaming>

PUBLIC COMMENT INSTRUCTIONS

Oral public comments may be provided live during the City Council meeting in person or by registering for the zoom meeting in advance. To register you will need to provide an email address (not disclosed) and a name. To minimize technical difficulties, please make sure that you have the latest version of the Zoom Application. Below is the link to register for this meeting only:

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_vGog393eRkmo3om02-TV3g

After you register a link will be sent to you to join the City Council meeting in order to give your comments. All registered meeting attendees who wish to speak must click on the "raise hand" icon when the Mayor calls for public comments. If participating by calling in on your phone, dial *9 to use the "raise hand" feature, and when you are called upon, hit *6 to unmute your phone. Your phone number will be displayed in the live meeting. The Mayor will call the speakers to begin.

All comments provided shall be limited to three minutes or less as determined by the Mayor. All members of the public will be limited to one comment per agenda item, and one comment for non-agenda items.

MILPITAS CITY COUNCIL CODE OF CONDUCT

- Be respectful and courteous (words, tone, and body language).
- Model civility.
- Avoid surprises.
- Praise publicly and criticize privately.
- Focus on the issue, not the person.
- Refrain from using electronic devices while on the Council dais.
- Disclose conflicts of interest and affiliations related to agenda items.
- Separate governing from campaigning.
- The Council speaks with one voice after making policy on issues.
- Respect the line between policy and administration.
- Council will hold one another accountable to comply with this Code of Conduct.

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (7:00 PM)

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Dominguez) (7:05 PM)

PRESENTATIONS (7:15 PM)

- Fire Prevention Week (Proclamation)
- Domestic Violence Awareness Month (Proclamation)

PUBLIC FORUM (7:15 PM)

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

NOTE: If a member of the public wishes to share any presentation materials for Council consideration, they must be submitted to the Clerk's Office by email to CityClerk@ci.milpitas.ca.gov by 12:00 p.m. on the day of the meeting. No presentations will be accepted in person in the Council Chambers.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:20 PM)

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items at this time. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a "yes" or "no" as to whether to direct the City Manager to place the item on a future meeting agenda. If a majority of the City Council agrees to place an item on a future meeting agenda, the City Manager shall place the item on a future agenda for City Council discussion.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:30 PM)

Consent calendar items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a City Councilmember, member of the audience or staff requests the Council to remove an item from (or be added to) the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar.

- C1.** Receive the City Council Calendar of Meetings for October 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Receive the City Council Calendar of Meetings for October 2021.

- C2.** Approve the City Council Regular Meeting Minutes of September 21, 2021 and the Special Meeting Minutes of September 28, 2021 (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Approve the City Council Regular Meeting Minutes of September 21, 2021 and the Special Meeting Minutes of September 28, 2021.

- C3.** Receive the Preview List of Anticipated Items for the Next Regular City Council Meeting (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Receive the preview list of anticipated agenda items for the next regular City Council meeting.

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Contact: Mayor and City Councilmembers, 408-586-3000)

Recommendation: Review the list of items that have been requested by City Councilmembers and provide direction to staff as necessary. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until it is scheduled as a full agenda item.

C5. Consider Recommendations from Mayor Tran for Appointments to and Removal from City Commissions (Contact: Mayor Tran, 408- 586-3029)

Recommendation: Receive Mayor Tran's recommendations and approve the appointments to the Art Commission and Youth Commission; and approve the recommendation of one removal from the Public Safety & Emergency Preparedness Commission.

C6. Accept Committee Member and Commissioner Resignations (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)

Recommendation: Accept the resignations of Melissa Tan from the Art Commission; and confirm the posting of the unscheduled vacancy.

C7. Approve and Authorize the City Manager to Execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC Maintenance Services for a total Amount Not-to-Exceed \$454,197.35 (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC maintenance services for a total amount not-to-exceed \$454,197.35.

C8. Approve and Authorize the City Manager to Execute a Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; Approve a Budget Appropriation of \$1,355,916 in Measure B Innovative Transit Service Models Program Funding and Developer Contributions into Project No. 3493; and Adopt a Resolution to Approve and Authorize the City Manager to Execute a Subscription and Services Agreement with RideCo in a Not-to-Exceed Amount of \$1,355,916 for Consultant Services Related to Milpitas OnDemand and Making Sole Source Findings and Findings that the Procurement is in the Best Interest of the City (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Recommendation: (1) Approve and authorize the City Manager to execute a funding agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; (2) Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; (3) Approve a budget appropriation of \$1,355,916 in Measure B Innovative Transit Service Models Program funding and developer contributions into Project No. 3493; and (4) Adopt a resolution to approve and authorize the City Manager to execute a subscription and services agreement with RideCo in a not-to-exceed amount of \$1,355,916 for consultant services related to Milpitas OnDemand and making sole source findings and findings that the procurement is in the best interest of the City.

- C9.** Approve the Mural Program City Council Policy and Appropriate First Year Annual Funding in the amount of \$50,000 (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve the Mural Program City Council Policy and appropriate \$50,000 from the Public Art Fund to Public Arts CP 3489.

- C10.** Police Chief Position Reassignment Benefit Authorization (Staff Contact: Jeannine Seher, Human Resources Director, 408-586-3086)

Recommendation: Authorize the City Manager to include a Position Reassignment Benefit in the Police Chief appointment letter.

COMMUNITY DEVELOPMENT (7:35 PM)

- 11.** Receive a status update on the Main Street Revitalization initiative and provide direction to staff on the American Rescue Plan Act funding for Main Street Revitalization (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendations: Receive a status update on the Main Street Revitalization initiative; and provide direction to staff on the American Rescue Plan Act funding for Main Street Revitalization.

- 12.** Receive a Presentation From Staff and Provide Direction on Policy Options to Regulate Tobacco Retail Permitting, Flavored Tobacco and Electronic Cigarette Products, and Tobacco Retail Location Limits (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Recommendation: (1) Receive a presentation from staff; (2) Provide feedback and direction on tobacco retail permitting, flavored tobacco and electronic cigarette products, and tobacco retail location limits.

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (9:05 PM)

- 13.** Approve Design Proposal for Montague Pedestrian Overcrossing Public Art Selection and Appropriation from Public Art Fund to Public Arts Project (CP 3489) (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve Ryan Petersen Design Proposal for the Montague Pedestrian Overcrossing Public Art Selection and approve an appropriation of \$15,000 from the Public Art Fund to Public Arts Project (CP 3489).

LEADERSHIP AND SUPPORT SERVICES (9:35 PM)

- 14.** Adopt a Resolution Making Findings and Determinations Under Assembly Bill 361 for the Continuation of Virtual Meetings (Staff Contact: Christopher J. Diaz, City Attorney, 408-586-3040)

Recommendation: Adopt a resolution making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

ADJOURNMENT (10:00 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other City agencies exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035
e-mail: cdiaz@ci.milpitas.ca.gov / Phone: 408-586-3040

The Open Government Ordinance is codified in the Milpitas Municipal Code as Title I Chapter 310 and is available online at the City's website www.ci.milpitas.ca.gov by selecting the Milpitas Municipal Code link.

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on City website. City Council agendas and related materials can be viewed online: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO SERVE ON A CITY COMMISSION

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's Office at 408-586-3001 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, please call the City Clerk at 408-586-3001 or send an e-mail to CityClerk@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda.

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Milpitas City Council Calendar

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 7:00 PM-Parks, Recreation & Cultural Resources Commission (CM)	5 7:00 PM-City Council	6 2:00 PM-Santa Clara VTA Monthly Briefing - Northeast Group (CM) 5:30 PM-Veterans Commission (RT) 7:00 PM-Community Advisory Commission (EC)	7 11:00 AM-Virtual Manufacturing Day 4:30 PM-Milpitas Chamber of Commerce Board (EC) 5:30 PM-Santa Clara VTA Board of Directors (CM)	8 3:00 PM-Transportation Subcommittee (RT/CM)	9
10	11 4:30 PM-Economic Development and Trade Commission (KD) 7:00 PM- Special Arts Commission (CM)	12 4:00 PM-Milpitas HOPE Suicide Prevention Task Force 5:30 PM-Special City Council	13 7:00 PM-Silicon Valley Clean Energy Board of Directors (EC)	14 9:00 AM-Zoning Administrator Hearing 4:00 PM-Treatment Plant Advisory Committee (CM) 4:00 PM-Santa Clara VTA Policy Advisory Committee (AP) 5:00 PM-Homelessness Task Force 7:00 PM-Youth Advisory Commission (EC) 7:00 PM-Cities Assoc of SCC (CM)	15 4:30 PM-City Council Finance Subcommittee (RT/CM)	16 11:00 AM to 1:00 PM-Milpitas Park Clean-Up @ Rodgers Park
17	18 7:00 PM-Science, Technology, and Innovation Commission (RT)	19 7:00 PM-Closed Session 7:00 PM-City Council	20 6:00 PM-Energy and Environmental Sustainability Commission (EC)	21 11:30 AM-South Bay Odor Stakeholders Group Meeting (RT)	22 4:00 PM-City/School Collaborative Subcommittee (MUSD hosting) (RT/CM)	23
24	25 6:00 PM-Milpitas Metro Outreach Meeting	26 1:30 PM-Senior Advisory Commission (EC) 5:30 PM-Special City Council	27 5:30 PM-Cities Assoc. of SCC - Recycling and Waste Reduction Commission (AP) 7:00 PM-Planning Commission	28	29	30
31 HAPPY HALLOWEEN 						

**Finance Subcommittee will meet only as needed*



REGULAR MEETING MINUTES OF THE MILPITAS CITY COUNCIL

TUESDAY, SEPTEMBER 21, 2021
CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA
7:00 PM (PUBLIC BUSINESS)

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk

Mayor Tran called the Regular City Council meeting to order at 7:00 PM. Roll Call was taken by City Clerk Wood.

PRESENT: Mayor Tran, Vice Mayor Montano, Councilmembers Chua, Dominguez (arrived at approximately 7:07 PM), and Phan

ABSENT: None

PLEDGE OF ALLEGIANCE

Mayor Tran led the Pledge of Allegiance.

INVOCATION

Councilmember Phan deferred the Invocation to Mayor Tran. Mayor Tran led the Invocation.

PRESENTATIONS

Mayor Tran proclaimed the month of September as Ovarian Cancer Awareness Month in the City of Milpitas.

PUBLIC FORUM

Those in the audience and via Zoom are invited to address City Council on any subject not on tonight's agenda. In-person speakers wishing to address the Council are requested, but not required to complete a Speaker Card and submit it to the Mayor. In-person speakers will then be asked to come up to the podium and state their name for the record. Those interested in speaking via Zoom may do so by following the instructions on page one (1) of the agenda. Comments may be limited to three (3) minutes or less at the Mayor's discretion. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. The City Council may instruct the City Manager to place the item on a future meeting agenda.

The following spoke under Public Forum:

1. Renuka Marichannappa
2. Voltaire Montemayor
3. Alysson McDonald

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Members of the City Council or City Manager may make brief announcements at this time. Members of the City Council may also suggest future agenda items at this time. For future agenda items, the City Council shall not debate the topic or engage in discussion but shall simply state a "yes" or "no" as to whether to direct the City Manager to place the item on a future meeting agenda. If a majority of the City Council agrees to place an item on a future meeting agenda, the City Manager shall place the item on a future agenda for City Council discussion.

Approved and authorized the City Manager to execute Amendment No. 2 with CivicPlus LLC for SeeClickFix subscription, training, and Apple/Android Apps for a total amount not-to-exceed \$109,969.18.

- C8. Approve and Authorize the City Manager to Execute the Five-Year Professional Services Agreement with Echologics LLC for Pipeline Condition Assessment for the Not-to-Exceed Amount of \$260,000.00, Subject to the Annual Appropriation of Funds (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)**

Approved and authorized the City Manager to execute the five-year Professional Services Agreement with Echologics LLC for Pipeline Condition Assessment for the not-to-exceed amount of \$260,000.00, subject to the annual appropriation of funds.

- C9. Approve and Authorize the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with WeHOPE for 52 Additional Mobile Shower and Laundry Sessions of Services for a Total Amount Not to Exceed \$71,552 (Staff Contact: Sharon Goei, Director of Building Safety and Housing, 408-586-3260)**

Approved and authorized the City Manager to execute Amendment No. 1 to the Professional Services Agreement with WeHOPE for 52 additional mobile shower and laundry sessions of services for a total amount not to exceed \$71,552.

- C10. Receive the Monthly Report for Unhoused Services (Staff Contact: Sharon Goei, Building Safety and Housing Director, 408-586-3260)**

Received the June 2021 report for unhoused services.

- C11. Authorize the City Manager to Execute the Master Funding Agreement with the Metropolitan Transportation Commission for the Priority Development Area Planning Grant Program and the Professional Services Agreement with Ascent Environmental for Consultant Services Related to the Preparation of the Milpitas Gateway/Main Street Specific Plan Update in the Amount of \$930,708.00 (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)**

Authorized the City Manager to execute the master funding agreement with the Metropolitan Transportation Commission for the Priority Development Area Planning Grant Program and the Professional Services Agreement with Ascent Environmental for consultant services related to the preparation of the Main Street/Gateway Specific Plan Update in the amount of \$930,708.00, including the revised agreement submitted as an additional attachment.

- C12. Approve the First Amendment to City Manager Employment Agreement with Steven McHarris (Staff Contact: Christopher J. Diaz, City Attorney, 408-586-3040)**

Approved the First Amendment to City Manager Employment Agreement with Steven McHarris.

- C13. Accept Committee Member and Commissioner Resignations (Staff Contact: Wendy Wood, City Clerk, 408-586-3001)**

Accepted the resignations of Committee Member Nicholas Dold from the Measure F Oversight Committee and Arthur Ebright from the Veteran's Commission; and confirmed the posting of the unscheduled vacancies.

PUBLIC HEARINGS

14. Conduct a Public Hearing and Approve the Draft FY 2020-2021 Community Development Block Grant (CDBG)'s Consolidated Annual Performance and Evaluation Report (CAPER) (Staff Contact: Sharon Goei, Director of Building Safety and Housing, 408-586-3260)

Director of Building Safety and Housing Goei and Housing and Neighborhood Administrator Musallam gave a presentation on the Consolidated Annual Performance and Evaluation Report.

(1) Motion: to open the public hearing.

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of: AYES: 5
NOES: 0

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Jacqueline Romero

(2) Motion: to close the public hearing.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of: AYES: 5
NOES: 0

Motion: to authorize the City Manager, or designee, to make any necessary changes and submit the approved draft FY 2020-2021 CAPER to the U.S. Department of Housing and Urban Development (HUD) to comply with CDBG requirements.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of: AYES: 5
NOES: 0

COMMUNITY DEVELOPMENT

15. Receive a Report and Provide Direction to Staff Regarding Goals and Policies in the Milpitas General Plan that Call for Preparation of a Specific Plan in the California Circle Area to Address Issues Related to Land Use Compatibility, Traffic Circulation, Public Safety, Open Space, etc. in Relation to Conceptual Plans for Proposed Development of up to 206 Multi-family Residential Units on a 6.69-acre Site Located at 1355 California Circle (APN: 22-338-007) (Staff Contact: Ned Thomas, Planning Director, 408-586-3273)

Planning Director Thomas presented the staff report.

Applicant Jim Sullivan gave a presentation on his proposed plans.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Erica Valentine
3. Jackie Romero
4. Mina Estores

5. Dinah Dacallos
6. Kathy Ponce
7. Cindy Berry
8. Niko Kotsakis
9. Edmundo Escarcega
10. Anthony Berry
11. Allysson McDonald
12. Tomas Valore
13. Armando Gomez

After discussion, Vice Mayor Montano made a motion to allow the application to proceed.

Mayor Tran asked for a point of information to clarify that the motion is staff recommendation as stated on the agenda.

Vice Mayor Montano amended her motion as clarified by Mayor Tran.

Motion: to restate and affirm the City Council's prior direction to Staff to prepare a Specific Plan for the California Circle area to address issues related to land use compatibility, traffic circulation, public safety, open space, etc., as outlined in the Milpitas General Plan, and direct Staff to provide comments on the Preliminary Review Application consistent with the General Plan Land Use Goal LU-2, Land Use Policy LU2-1, and Land Use Action LU-2b.

Motion/Second: Vice Mayor Montano / Councilmember Phan

Motion carried by a vote of:

AYES: 4

NOES: 1 (Phan voted no)

LEADERSHIP AND SUPPORT SERVICES

16. FY 2020-21 Fourth Quarter Financial Status Report, Fund Balances Thereof and Related Budget Amendments to Close-out the FY 2020-21 Budget (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)

Finance Director Lai presented the FY 2020-21 Fourth Quarter Financial Status Report.

The following spoke during Public Comment:

1. Voltaire Montemayor
2. Jacqueline Romero

After discussion, motion: to approve all recommendations as stated on the agenda: (1) Review the FY 2020-21 Quarterly Financial Status Report for the Quarter Ending June 30, 2021; (2) Provide direction on fund balance allocation, and (3) Approve budget amendment recommendations.

Motion/Second: Mayor Tran / Councilmember Chua

Motion carried by a vote of:

AYES: 5

NOES: 0

17. Receive a Report on the Proposed Project Proposal for Moderate Income Housing at Turing Apartments Through a California Statewide Communities Development Authority Program and Provide Direction to Staff on Next Steps, If Any (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053; and Sharon Goei, Building Safety and Housing Director, 408-586-3260)

Motion/Second: Mayor Tran / Vice Mayor Montano

Motion carried by a vote of:

AYES: 5

NOES: 0

ADJOURNMENT

Mayor Tran adjourned the meeting at 11: 51 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood.

TUESDAY, SEPTEMBER 28, 2021
CITY COUNCIL CHAMBERS, 455 E CALAVERAS BLVD, MILPITAS, CA

Director of Building Safety and Housing Goei and Housing Manager Adam Marcus presented the staff report.

The following spoke during Public Comment:

1. Kristen Renfro
2. Guy Haas
3. Rose Riggs

Mayor Tran stated that he would like to maximize the value, commenting on combining all three parcels to maximize the value in terms of selling and stated that one option could be to sell the parcels to a 100% affordable housing developer. He also stated that he would like to include open space and parking. He further stated that the City developing the property is not the most efficient way to get the project done.

Vice Mayor Montano stated that she would like the City to use local developers and supports homeownership or something for first-time buyers.

Councilmember Phan commented on expanding the affordable housing inventory and partnering with a developer that has experience building affordable housing for below-market-rate projects and envisions this project to be utilized for affordable housing. He noted that he would like to see development that would provide an option for Sunnyhills residents that may be displaced in the future.

Councilmember Dominguez stated that she would like to see more community engagement. She would like to ensure that displaced community members such as those in Sunnyhills have equal opportunities. She supports affordable housing and first-time homebuyers' programs. She would like to see a unique project and supports mixed-use for non-profit organizations. She stated concerns with the process, the selection of the developer, and transparency. She also commented on concerns with selling the properties but would be open to exploring it.

Councilmember Chua supported a combination of very-low-income for parcel one and affordable housing for parcels two and three. She prefers one master project for parcels one, two, and three and would like a partnership with a non-profit and a for-profit developer. She would like the project to align with key City policies and housing goals and be of a high quality. She is open to having a mix of rental and ownership and supports park space with housing and retail. She would also like to receive input from the residents and tenants.

Mayor Tran commented on selling the property to the highest bidder with the goal to get the most value out of the land. He spoke about keeping the options open for City staff to look at every type of land use and supports Economic Development. He wants City staff to explore other land uses to determine maximum value. He would like to sell all parcels as one parcel.

Vice Mayor Montano commented on helping the tenants relocate with American Rescue Plan Act (ARPA) Funds.

Councilmember Phan stated that parcel one is ok as a standalone project and sees some unintended consequences with assembling the two other parcels with parcel one. He further stated that he is open to combining the two remaining parcels. His preference is residential use for low-income and affordable housing. He does not have a preference for retaining commercial footage but is not opposed to it. He would like community input and organizations such as Silicon Valley @ Home or the Housing Trust to be a part of the conversation.

Councilmember Dominguez stated that she is not in support of high density in this area or of selling the land. She also commented on getting the input of non-profit organizations that specialize in housing. She would like the process to be transparent and equitable. She would like to explore first-time homeownership and create a unique and vibrant community.

Councilmember Chua stated that she supports mixed-use with commercial and residential together.

Mayor Tran reaffirmed looking at selling all three parcels together to the highest bidder. He would like 100% affordable as the priority but would also like to explore other types of land uses. He stated that if there was no opposition, he would like that to be the consensus of the Council for direction. He also stated that they will work with the tenants. At the conclusion of the Mayor's statement there were no Councilmembers that stated opposition.

ADJOURNMENT

Mayor Tran adjourned the meeting at 7:17 PM.

Draft meeting minutes submitted by City Clerk, Wendy Wood.

MILPITAS CITY COUNCIL AGENDA PREVIEW LIST

October 19, 2021

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Deborah Logan v. City of Milpitas, et al.

Santa Clara County Superior Court Case No. 19CV347649

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Jeannine Seher, Human Resources Director

Employee Organization: LIUNA (MEA, ProTech, Mid-Con), IAFF, MPOA, Unrepresented

INVOCATION (assigned to Councilmember Dominguez)

PRESENTATION

CONSENT CALENDAR

1. Receive City Council calendar for October 2021 and November 2021 (City Clerk)
2. Approve City Council meeting minutes of October 5, 2021 (City Clerk)
3. Preview list of items for November 2, 2021 (City Clerk)
4. Review list of Future Agenda Items Requested by City Councilmembers (Mayor & CC/City Clerk)
5. Approve and Authorize City Manager to Execute Agreement with Santa Clara Valley Water District for Water Conservation Programs (Tony Ndah)
6. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Rental Agreement with PSI Water Technologies Inc. for the Rental of a Monoclor RCS Trailer for a total Amount Not-to-Exceed \$106,380.00 (Tony Ndah)
7. Approve and Authorize the City Manager to Execute Amendment No. 2 with West Coast Arborist, Inc. for City-Owned Tree Maintenance Services for a total Amount Not-to-Exceed \$787,510.00 (Tony Ndah)
8. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Software License and Professional Services Agreement with Central Square for Computerized Maintenance Management System in the Amount of \$31,600.00, for a Total Amount Not to Exceed \$267,742.47 (Tony Ndah)
9. Joint Resolution of the City Council and Successor Agency of the Milpitas Redevelopment Agency Board to Approve the \$65,000 Interfund Loan and Authorize Various Financial Actions by the City Manager (Lauren Lai)

PUBLIC HEARING

10. Introduce Ordinance No. 208.54 to make corrections, clarifications, updates and modifications to the Milpitas Municipal Code related to Sewer Operation and Maintenance (Tony Ndah)

COMMUNITY DEVELOPMENT

11. Receive a report on the Homekey project at 1000 Hillview Court (Sharon Goei)
12. Receive a Report on County Services, Outreach and Assessment for the Unhoused in Milpitas (Sharon Goei)
13. COVID-19 Workforce Recovery Program and American Rescue Plan Act (ARPA) Workforce Development Programming (Alex Andrade)
14. Receive report on Affordable Housing and Economic Considerations for California Statewide Communities Development Authority (CSCDA) Community Improvement Authority Proposal for the Turing Apartments and provide direction to staff (Ashwini Kantak and Sharon Goei)

COMMUNITY SERVICES

15. Receive Report on Citywide Landscape Maintenance and Strategies to Enhance Service Delivery (Tony Ndah)

PUBLIC SAFETY

LEADERSHIP

REPORTS

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

NOTE: Deferred and completed items are not listed

2021	OPEN				
Request No.	Topic	Submitted by:	A, F, CM, or CCM	Date requested or Rec'd Form	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Requested that the City have a bike event similar to Viva Calle in San Jose where the City would close off a street to encourage walkability to businesses	Dominguez	A	9/21/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
2	Requested staff to look at plan to subsidizing permit fees for small business with less than one hundred employees for the purpose of building outside to support outdoor dining	Dominguez	A	9/21/2021	
3	Requested the City extend the outdoor dining options through March of next year	Phan	A	9/21/2021	Planning Director to provide information on current outdoor dining extension
4	Request the City look into a pilot camera program	Montano	A	9/21/2021	Info memo will be prepared
5	Requested staff work with the Vice Mayor and Mayor to explore and discuss building height limits near the hillside by January 2022	Tran	A	9/21/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

6	Partner with Assemblymember Alex Lee at the City at the Famer's Market on October 24 to promote having safety resources with the Milpitas Police Department and Fire Department to participate in the event	Chua	A	9/7/2021	The Police and Fire Departments will be at the Farmer's Market on Oct. 24. Fire will set up a fire safety/preparedness booth have an engine stopping by when not on a call for service. PD will be present as well focusing on Halloween Safety.
7	Requested an outreach to notify the community of the trash voucher program	Chua	A	9/7/2021	The vouchers are valid until December 31, 2021. Staff will monitor the utilization of the vouchers and contact the recipients encouraging them to take advantage of the program.
8	Requested staff to prepare a report the monthly neighborhood clean-up day and ask for direction from the Council on what to do next	Chua	A	9/7/2021	This staff report will be agendized for Council discussion on November 6
9	Requested staff to notify Council if there is a plan to create a pathway from the skate park to the bathrooms and if there is no plan then bring an item to Council to create a pathway	Dominguez	A	9/7/2021	
10	Create an agreement with the owners of the electrical boxes so that the City could have access to remove the tagging within 24 hours	Dominguez	A	9/7/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
11	City designate more street sweeping signage at the different areas more specifically at Capital Avenue and Abel Street	Montano	A	9/7/2021	Staff is reviewing the pilot street sweeping routes with MSI.
12	Work with the school district to have a contest to create art murals for the pillars on Main Street	Montano	A	9/7/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

13	Create a “Street Smart” program to provide traffic safety education to change driver, pedestrian, and bicyclist behavior and enhance safety in school zones and neighborhoods	Dominguez	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
14	City to highlight mental health resources on the website	Dominguez	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
15	Partner with the Rotary Club of Silicon Andhra to promote the stem cell donor outreach with a webinar and campaign to help increase the number of donors	Chua	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
16	Create an “Incentive Corner,” which will be a sub-page with links to different freebies, grants, and incentives from the City and the regions, including the Water District and Silicon Valley Clean Energy	Chua	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
17	Revisit the mask ordinance to help enforce the public expert’s recommendations	Phan	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
18	Look into creating a Poet Laureate similar to the County of Santa Clara County	Montano	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
19	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
20	Does the City have a Press Release Policy if so incorporate it in the City Council Handbook.	Tran	A	8/17/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
21	Requested staff look into donating old, obsolete, noncompliance items from the Fire Department to Sister City Dagupan	Chua	A	8/9/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

22	Look into allowing outdoor music and would like the ordinance brought back to Council.	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
23	Requested that the City create an ordinance that continues with the six-foot distancing	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
24	Look into how the City can be a resource for small businesses to help guide them on what to do in terms of ADA (Americans with Disabilities Act) requirements due to the quick changes made to facilities during the pandemic	Chua	A	8/5/2021	
25	Look into opening up the Senior Center on Saturdays for half a day	Chua	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion
26	Staff to bring a presentation forward regarding Project Home Key	Dominguez	A	8/5/2021	Scheduled for Council meeting in October
27	Look into bringing in a Hispanic food store into the City	Montano	A	8/5/2021	
28	Look into bringing back a roller rink	Montano	A	8/5/2021	Scheduled for next Quarterly Additional City Council Workplan Items Prioritization Discussion

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

	ACTIVE				
29	Topic	Submitted by:	A, F, CM, or CCM	Date requested or Rec'd Form	STATUS and/or DATE scheduled on City Council meeting agenda:
30	Discussion to recognize Juneteenth as a City holiday for City employees	Phan	A	6/21/2021	Discussed in Closed Session on 8/17/2021; follow up discussion scheduled for 10/19/2021
31	Increase the City's rebate program to match Valley Water's two dollars rebate increase and look into expanding the "Lawn Buster" program to more residents based on income	Chua	CCM	6/15/2021	Valley Water Rebate Contract Amendment scheduled for Council consideration in September 2021; Contract with "Our City Forest" scheduled for Council approval in Fall 2021
32	ADU workshop in September/October	Chua	A	6/15/2021	8/09/2021 Council voted 5-0 to move this item forward in the winter 2021
33	Discussion in the next fiscal year, to have a sliding scale permitting program for seniors and low-income residence for necessary safety renovations	Tran	A	5/4/2021	8/09/2021 Council voted 5-0 to move this item forward and modify the existing Milpitas Assistance program to include seniors
34	Information showing that the ordinance requiring developers to provide art features is being followed and an update on the Art developer fees.	Montano	A	5/4/2021	Information Memorandum scheduled to be released in October
35	Discussion to reduce the City's Senior Center facilities deposit	Montano	A	5/4/2021	8/09/2021 Council voted 5-0 to refer this item as part of the development of the FY 2022-23 Master Fee Schedule

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

36	Discussion on a policy that makes human trafficking training mandatory in the hospitality industry	Dominguez	A	4/20/2021	discussed at 8/09/2021 meeting; item will be modified to address training for City staff instead of hospitality industry and considered at next quarterly discussion
37	Clean-up on Earth Day	Montano	A	4/20/2021	8/09/2021 Council voted 4-1 to incorporate the event into the Beautify Milpitas program
38	Requested that the City have mini-libraries in the low-income areas of the City.	Montano	A	4/20/2021	8/09/2021 Council voted 3-1-1 to move this item forward, staff to work with Vice Mayor to get direction
39	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	A	4/6/2021	Info memo will be prepared
40	Staff to look into creating a rose garden with a children's memorial site	Montano	A	4/6/2021	8/09/2021 Council voted 4-1 to discuss details with Vice Mayor Montano and refer this item as part of the development of the 2023-2027 CIP
41	Staff to look into creating "Welcome to Milpitas" signs in key areas of in the City	Montano	A	4/6/2021	8/09/2021 Council voted 5-0 to move this item forward and work with organizations to sponsor the signs in key area at every exit off of the interstates
42	Staff to provide information to place a measure on the ballot to change the directly elected Mayor to a rotational at-large position	Tran	CCM	3/16/2021	To be agendized at a future City Council meeting, along with discussion of Mayor and Councilmember term limits

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

43	Staff to provide information on a landmark policy for the City of Milpitas	Tran	A	3/16/2021	Policy to be sent to Council if existing, or a new policy to be brought for Council consideration by December 2021; 8/09/2021 Council voted 5-0 to move this item forward
44	Discussion on exploring a mural program and requested information on the framework or best practices	Montano	A	3/16/2021	Approval of the Mural Program Policy and Procedure scheduled for 10/05/2021 City Council meeting
45	Discussion to memorialize those that have passed due to COVID19 in Milpitas	Dominguez	A	3/2/2021	8/09/2021 Council voted 4-1 to move this item forward no date was determined
46	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	A	2/16/2021	Agendized for discussion on 3/16/2021, deferred to 4/06/2021; CC direction for City Attorney to prepare a report
47	Amend ordinance to remove affordable housing in-lieu fee; status update on this item	Chua	A	12/15/2020; 06/01/2021	Agendized on 1/5/21, Received Council majority vote on 2/2/2021 and 3/16/2021; staff will bring forward in Winter 2021
48	Ordinance to ban vaping in the City	Montano	A	12/15/2020	Ordinance regarding a ban on use in certain areas adopted by Council on 6/15/2021. Policy related to access to products will be brought forward in Fall/Winter 2021.
49	Review City policy on speed bumps	Tran	A	12/15/2020	Presented to Transportation Subcommittee on 02/12/2021; voted on 3/16/2021 to revisit this item
50	Require implicit bias training for City Council, Commissioners & staff	Dominguez	A	6/16/2020	approved 8/18/2020

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

51	Consider change in term limits for Mayor + Councilmembers	Montano	A	6/16/2020	8/4/2020: Voted 3 -2 to pursue; 2/02/2021 to agendize for a future meeting; 3/16/2021 voted 3-1-1 to move forward
52	Consider Community Museum and Park on Main St.	Phan	F	8/20/2019	to Rules 8/23/2019. Moved to Specific Plan Community Conversation events.

CCM: City Council Meeting

A: @Announcements

F: on a Form

CM: to/from City Manager



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Recommendations from Mayor Tran for Appointments to and Removal from City Commissions
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/5/2021
Staff Contact:	Mayor Tran, 408- 586-3029
Recommendation:	Receive Mayor Tran's recommendations and approve the appointments to the Art Commission and Youth Commission; and approve the recommendation of one removal from the Public Safety & Emergency Preparedness Commission.

Background:

The City of Milpitas has 12 Commissions, with the members appointed by the Mayor and confirmed by the City Council, that advise the Milpitas elected officials on a variety of community interest and policy areas. Mayor Tran is making the following recommendation for Commission appointments and the removal of one Commissioner for being absent more than three meetings in a year.

Art Commission

1. Reappoint Giuliana Brahim to serve as a Commissioner with a term to expire in October 2024.
2. Appoint Cecelia Hutnick to serve as a Commissioner with a term to expire in October 2024.

Youth Commission

1. Appoint Khloe Cruz to serve as a Commissioner with a term to expire in September 2022.
2. Appoint Nitya Reddy to serve as Alternate No. 1 with a term to expire in September 2022.

Public Safety & Emergency Preparedness Commission

1. Remove Aleck Bittencurt as a Commissioner from a seat with a term that expires in June 2022.

Analysis:

Any resident interested in serving on a City Commission must complete a Commission Application and submit the form to the City Clerk. Copies of the applications are provided to the Mayor for his consideration. Per Government Code 40605, in a general law city where the office of Mayor is an elective office, the Mayor with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute

Current Commissioners may seek to be re-appointed upon the expiration of their current term. Re-appointment to a new term is not automatic. Those commissioners seeking reappointment shall contact the Mayor to express their request. Re-appointment must be recommended by the Mayor and confirmed by the City Council.

If any Commissioner is absent from three or more meetings in a year, that information will be reported and can be grounds for removal. It has been reported to the Mayor that Commissioner Bittencurt has been absent for more than three meetings.

All recommended Commissioner appointments have been reviewed and confirmed by the City Clerk's office.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Receive Mayor Tran's recommendations and approve the appointments to the Art Commission and Youth Commission; and approve the recommendation of one removal from the Public Safety & Emergency Preparedness Commission.

Attachments:

1. Commissioner Re-Appointment Letter and applications

Wendy Wood

Subject: FW: [BULK] Reappointment to the Arts Commission

Importance: Low

From: Giuliana Brahim

Sent: Wednesday, August 25, 2021 4:58 PM

To: Rich Tran <rtran@ci.milpitas.ca.gov>

Cc: Karen Chew <kchew@ci.milpitas.ca.gov>; Wendy Wood <wwood@ci.milpitas.ca.gov>

Subject: [BULK] Reappointment to the Arts Commission

Importance: Low

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Dear Mayor Tran,

I hope that this email finds you and your dear ones doing well and staying healthy.

The purpose of my email is to respectfully request that I be reappointed to my Arts Commission seat that expires in October 2021. I would love the opportunity to continue serving and supporting your vision of making the Arts accessible to ALL the citizens of Milpitas.

Thank you for your consideration and I look forward to hearing from you.

Sincerely in Community,

Giuliana Brahim

Milpitas, CA 95035

COMMISSION/COMMITTEE APPLYING FOR:**Name**

Arts Commission

Cecelia Hutnick

Address Type

Residence

Address**City**

Milpitas

Postal/Zip Code

95035

Mobile Number**E-Mail Address**

City Clerk's Office

SEP 13 2021

RECEIVED

Present Employer

Self-Employed

Occupation

Photographer

Education: If Youth Advisory Commission applicant, indicate your grade/school:

B.A in Cinema (Concentration in Directing & Screenwriting), Minor in Race & Resistance Studies

College, Professional, Vocational, or other schools attended

San Francisco State University

Major Subject

Cinema

Degree

B.A

List community organizations to which you belong or have belonged (additional information may be attached).**Name of Organization**

Delta Kappa Alpha Co-Ed Cinematic Fraternity

Member

Design Chair Person

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).**Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):**

I believe that I would be a valuable asset to the Milpitas Arts commission because I am a professional photographer, award-winning film maker, medaled competitive dancer, and aspiring circus aerialist. I attended San Francisco State University where I earned my degree in Cinema with a concentration in Screenwriting & Directing and a minor in Race & Resistance studies. While attending SFSU I acted as Design Chair for a Co-Ed Cinematic Fraternity and was a Judge/Member of the Programming Committee for the SFSU 57th Annual Film Festival. I have worked on a variety of film and television productions including MasterClass Cooking With Thomas Keller and the ABC mini-series When We Rise, my photographs have been published in Poppn Magazine, and I won a 2018 California Film Award in the 'Student Film' Category. I currently work as a photographer and shoot a variety of subjects ranging from Real Estate to Dance & Circus, in addition to creating my own conceptual Fine Art images. I also train extensively in a variety of dance styles and circus disciplines; I have performed both original acts and group pieces in Mexico & the U.S and placed second in the 2019 Pole Sport Organization Nationals Level 1 'Exotic' Category. I would be the perfect addition to this commission because I am both a lifelong resident of Milpitas and an individual who is and has always been deeply passionate about supporting, appreciating, and creating art.

Date

Sep 10, 2021

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.



COMMISSION APPLYING FOR:

Youth Advisory Commission

Name

Khloe Michelle Cruz

Address Type

Residence

Address

[REDACTED]

City

Milpitas

Postal/Zip Code

95035

Mobile Number

[REDACTED]

E-Mail Address

[REDACTED]

City Clerk's Office

DEC -9 2020

RECEIVED

Education: If Youth Advisory Commission applicant, indicate your grade/school:

9th Grade, Milpitas High School

List community organizations to which you belong or have belonged (additional information may be attached).

If application is for Veterans Commission, indicate branch and service in any U.S. military organization (retired or active duty).

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I am a student that represents leadership, loyalty, and hard work. I was in student council for a year in middle school, and now I am in the club National Honors Society at MHS. I also play basketball and volleyball, and in my past few years, I was team captain for both. I plan to give my hard work and time to give back to the community.

Date

Dec 08, 2020

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Khloe Cruz

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant. Once submitted, your application will be submitted to the City Clerk.

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office

SEP 13 2021

YAC RECEIVED

PROVIDE COMPLETE INFORMATION (in black ink)

☐ Mr.

☒ Mrs./Ms.

NityaReddy

COMMISSION APPLYING FOR ☒

Senior Advisory Commission applicants
only: are you a member of Milpitas Senior
Center? YES ☒ NO ☐

Kaki

Name: First Middle Last

Address: Number Street Apt. #

Telephone Number(s) e-mail address

N/A

N/A

Present Employer

Business Telephone

N/A

N/A

Address

Occupation

Education: If Youth Advisory Commission applicant, indicate your grade/school: 8th Grade / Thomas Russell Middle School

College, Professional, Vocational, or other schools attended Major Subject Date Degree

List community organizations to which you belong or have belonged (additional information may be attached):

Date	Name of Organization	Officer / Member
October 2020	Speech and Debate	Member
Aug 2020 - June 2022	Thomas Russell Middle School Leadership Team	Officer
2018-2019	Marshall Pomeroy Elementary School Club 6	Member

Briefly describe the personal qualifications you possess which you believe would be an asset (additional information may be attached):

I possess a variety of personal qualifications for the Youth Advisory Commission that would make me a reliable asset to the committee. In my 7th and 8th year of middle school, I was apart of my school's leadership committee, showcasing and enhancing my prominent leadership skills. In the same 7th and 8th years, I was also a member of the schools speech and debate team. Getting to be apart of such an organization allowed me to strengthen my communication skills and collaborate with peers.

I have sufficient time to devote to this responsibility and will attend the required meetings if I am appointed to fill a future vacancy. I hereby certify that all statements contained in this application are true.

Nitya Kaki

8/15/2021

Signature

Date

Appointments to Commissions or Committees are made by the Mayor with the concurrence of the City Council. **Applications not acted upon will expire after one year from the date submitted unless renewed by the applicant.**

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

Mail or drop off your completed application to the City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Accept Committee Member and Commissioner Resignations
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/5/2021
Staff Contact:	Wendy Wood, City Clerk, 408-586-3001
Recommendation:	Accept the resignations of Melissa Tan from the Art Commission; and confirm the posting of the unscheduled vacancy.

Background:

In accordance with the City of Milpitas Commission By-Laws, any member or alternate member of a Commission who is no longer available to serve, must submit a resignation in writing by sending a written communication to the Mayor and the City Clerk, per adopted City Council Resolution No. 7702. The written resignation must then be accepted and confirmed by City Council via action on the consent calendar at a regularly scheduled City Council meeting. Melissa Tan submitted a notice of resignation from the Art commission as the student non-voting member.

Analysis:

By state law, a Notice of an Unscheduled Vacancy must be posted by the City Clerk to advertise the vacant Commission seat. Final appointment to the board, commission, or committee for the Unscheduled Vacancy shall not be made by the legislative body for at least ten working days after the posting of the notice in the Clerk's office. The notice of the unscheduled vacancy for the student non-voting member seat on the Art Commission was posted on October 1, 2021.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

Accept the resignations of Melissa Tan from the Art Commission; and confirm the posting of the unscheduled vacancy.

Attachments:

1. Melissa Tan Resignation Email

Subject:

FW: [BULK] Thank you

From: Melissa Tan [REDACTED]

Sent: Thursday, September 16, 2021 11:06 AM

To: Tegan McLane <tmclane@ci.milpitas.ca.gov>

Subject: [BULK] Thank you

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links.

Hi Tegan,

I'm writing to inform you and the Commission that I have gone off to college, and won't be able to be a part of the Art Commission any longer. I learned so much through the experience and am so glad I had the opportunity to join. It has been an honor to work with people so passionate about the arts, and serve the community.

Above all, I want to thank you Tegan. I remember the first time I emailed you, asking if there were any art projects my club and I could help with. Thank you for replying back, to some high schooler you had never met, and even going as far as to adding my email to the commission meeting agenda. From there, John was able to contact me about taking part in a Weller mural, and I got to meet Joyita. Both helped me grow so much.

Tegan, you opened many doors for me and allowed me to meet many brilliant people, including you. I am eternally grateful to you for your kindness and patience with our early back-and-forth emails, and lucky that you gave me some of your time.

Replacing me will hopefully be Christine Lee, the new president of the club. She is so sweet and thoughtful, and full of ideas. I'm sure she will be an amazing addition to the commission.

I wish I had gotten to know the new members better, but it can't be helped. Please give the commission members my thanks and best wishes, and let Mayor Tran know about my departure.

All the best to you and the commission.

Take care,
Melissa Tan



**CITY OF MILPITAS
AGENDA REPORT
(AR)**

Item Title:	Approve and Authorize the City Manager to Execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC Maintenance Services for a total Amount Not-to-Exceed \$454,197.35
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	9/21/2021
Staff Contact:	Tony Ndah, Public Works Director, 408-586-2602
<u>Recommendation:</u>	Approve and authorize the City Manager to execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC maintenance services for a total amount not-to-exceed \$454,197.35.

Background:

On September 14, 2020, the City entered into a Maintenance Services Agreement with Environmental Services Inc. (ESI) for Citywide HVAC maintenance services at twelve (12) locations for a term period of October 1, 2020 through September 30, 2025 for a total amount not-to-exceed \$214,707.35.

ESI performs regularly scheduled preventive maintenance pursuant to manufacturer specifications for all city buildings and equipment, including the inspection of air filters and cleaning and/or replacing the filters as necessary.

Analysis:

Amendment No. 1 will upgrade the filter replacement from MERV 8 filters to MERV 13 filters to comply with State/Federal Government and the CDC recommendations in response to COVID-19.

Santa Clara County has provided guidance for businesses and workplaces to protect the health of workers and customers. The County has recommended workplaces upgrade air filter media with the MERV 13 air filters in order to improve the quality of indoor air in facilities and reduce the potential for long-range, airborne coronavirus transmission. Studies have shown that MERV 13 filters can remove roughly 85% of particles that pass through HVAC systems.

Beginning in Fiscal Year 2021-2022, all existing MERV 8 air filter media will be replaced with the MERV 13 air filters on all HVAC equipment listed at the sites below:

- City Hall
- Fire Station No. 1
- Fire Station No. 2
- Fire Station No. 3
- Fire Station No. 4
- Milpitas Sports Center
- Barbara Lee Senior Center
- Community Center
- Police Department
- Public Works Department
- Sal Cracolice Building
- Fleet Maintenance
- Jose Higuera Adobe

Previously, MERV 8 filters needed to be replaced four (4) times per year. MERV 13 air filter media will be replaced six (6) times per year for years two (2) through five (5) of the contract term at the Quarterly Maintenance intervals, and at an additional two (2) times per year as scheduled and mutually agreed upon with the City, which will increase the annual Agreement compensation by \$70,190.00 in years 2-5 of the agreement to fund the upgrade of filter from MERV 8 to MERV 13 and labor for two additional service visits per year. Overall, the total Agreement compensation will increase by \$280,760.00. To ensure that the cost for the MERV 13 filters is competitive, staff compared the quote from ESI for MERV 13 filter costs and found that it was comparable to market price.

MERV 13 air filter media is more tightly woven to capture the smaller particulates from the air compared to MERV 8 filters. As a result, the filters will need to be changed more frequently. Per manufacturer specifications, MERV 13 air filter media should be changed every three (3) months. However, changing filters every two (2) months provides better filtration, ensures the air stays clean and the air conditioning works properly as well as lowers energy costs.

Per the attached contract amendment, the City reserves the right to discontinue use of the MERV 13 filter and revert back to the original agreement costs associated with MERV 8 filters should State, Federal, or CDC recommendations change during the term of the Agreement.

Staff recommends the City Council approve Amendment No. 1 with Environmental Services Inc. for a total contract amount not-to-exceed \$454,197.35.

Policy Alternatives:

Alternative 1: Do not approve Amendment No. 1 and issue an RFP for HVAC maintenance services.

Pros: HVAC maintenance services will be performed by a different contractor.

Cons: Issuing an RFP for HVAC maintenance services and selecting a different vendor may result in higher costs and a delay of critical infrastructure improvements, impacting the health and safety of City employees and the public.

Reason not recommended: The City currently has an existing five (5) year maintenance services agreement with ESI for citywide HVAC maintenance services. Due to the timing of the replacement as City employees and the public are returning to City facilities, it is critical for the filter replacement to occur as soon as possible. Further, to ensure that the cost for the MERV 13 filters is competitive, staff compared the quote from ESI for MERV 13 filter costs and found that it was comparable to market price.

Fiscal Impact:

There are sufficient funds available in the FY 2021-2022 operating budget of the Public Works Department to cover the cost of the amendment for Contract Year 2. Funding for the remaining years of this contract will be subject to annual appropriations.

California Environmental Quality Act:

The City Council's approval of this contract amendment is exempt from environmental review pursuant to the California Environmental Quality Act, CEQA Guideline 15301, because it amounts to maintenance to existing public structures and facilities involving negligible or no expansion of use,

Recommendation:

Approve and authorize the City Manager to execute Amendment No. 1 with Environmental Services Inc. for Citywide HVAC maintenance services for a total amount not-to-exceed \$454,197.35.

Attachments:

1. Amendment No. 1 with Environmental Services Inc.



**AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT
WITH
ENVIRONMENTAL SERVICES INC.
FOR
CITYWIDE HVAC MAINTENANCE SERVICES**

This Amendment No. 1 is entered into as of _____, (the “Effective Date”) by and between the City of Milpitas, a municipal corporation of the State of California (hereinafter referred to as “City”) and Environmental Services, Inc., an California corporation (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment No. 1.

RECITALS:

WHEREAS, on September 14, 2020, the Parties entered into a Maintenance Services Agreement (the “Agreement”) for the City’s Citywide HVAC Maintenance Services as set forth in the Agreement; and.

WHEREAS, the Parties now wish to amend the Agreement to upgrade the filter replacement from MERV 8 filters to MERV 13 filters to comply with State/Federal Government and the CDC recommendations in response to COVID-19. The upgrade replacements will be performed six (6) times per year for years two (2) through five (5), which will increase the total Agreement compensation amount by \$280,760.00.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

- 1. Exhibit A- Section 2.D, Paragraph “Air Filter Media and Service”** is hereby amended and re-stated as follows:

“Air Filter Media and Service – Includes regular air filter changing per the manufacturer’s specifications. Includes monitoring of air filter conditions. Should additional changes be required, Air Filter Media and Service include notifying the City of any recommended adjustments to the maintenance program.

Beginning October 1, 2021, all existing MERV 8 air filter media will be replaced with the MERV 13 air filter media on all HVAC equipment listed at the below sites:

- City Hall
- Fire Station No. 1
- Fire Station No. 2

- Fire Station No. 3
- Fire Station No. 4
- Milpitas Sports Center
- Barbara Lee Senior Center
- Community Center
- Police Department
- Public Works Department
- Sal Cracolice Building
- Fleet Maintenance
- Jose Higurea Adobe

MERV 13 air filter media will be installed six times per year in years two (2) through five (5) of the Term at the Quarterly Maintenance intervals and at an additional two (2) times per year as scheduled and mutually agreed upon with the City.

The City reserves the right to discontinue the use of MERV 13 filters and revert to the original Agreement costs associated with MERV 8 filters should State/Federal Government or CDC recommendations change.”

2. Section 3.3.1. of the Agreement entitled “Compensation” is hereby amended to read as follows:

“3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. For years two (2) through five (5) of the Term, reimbursements for all Services shall be as set forth in the pricing tables two through five, attached hereto as “Exhibit C-1” and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Fifty-Four Thousand One Hundred Ninety-Seven Dollars and Thirty-Five Cents (\$454,197.35)** without written approval of City’s City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

This Amendment No. 1 is executed as of the date first written above.

CITY OF MILPITAS

ENVIRONMENTAL SERVICES, INC.

Approved By:

Steven G. McHarris, City Manager

Signature

Date

Name

Approved As To Form:

Christopher J. Diaz, City Attorney

Title

Approved:

Date

Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Approved As to Content:

Tony Ndah, Director of Public Works

EXHIBIT C-1

[PRICING TABLES ON FOLLOWING PAGES]

PRICING TABLE YEAR 2

<u>FACILITY</u>	<u>Annual</u> Maintenance	<u>Fall</u> Maintenance	<u>Winter</u> Maintenance	<u>Spring</u> Maintenance	<u>Summer</u> Maintenance	<u>Annual Total</u>
Fleet Maintenance	\$ 300.00	\$ 450.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 1,500.00
Public Works/Police Main Building	\$ 1,685.00	\$ 3,750.00	\$ 2,950.00	\$ 3,750.00	\$ 2,950.00	\$ 15,085.00
Barbara Lee Senior Center	\$ 1,050.00	\$ 1,350.00	\$ 650.00	\$ 1,350.00	\$ 650.00	\$ 5,050.00
Commuity Center	\$ 1,160.00	\$ 750.00	\$ 375.00	\$ 750.00	\$ 375.00	\$ 3,410.00
Cracolice Buildings	\$ 400.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 1,300.00
Jose Higurea Adobe	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 600.00
Sport Center	\$ 750.00	\$ 800.00	\$ 475.00	\$ 800.00	\$ 475.00	\$ 3,300.00
City Hall	\$ 800.00	\$ 1,800.00	\$ 750.00	\$ 1,800.00	\$ 750.00	\$ 5,900.00
Fire Station 1	\$ 400.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 150.00	\$ 1,900.00
Fire Station 2	\$ 175.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 1,075.00
Fire Station 3	\$ 175.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 1,075.00
Fire Station 4	\$ 175.00	\$ 300.00	\$ 150.00	\$ 300.00	\$ 150.00	\$ 1,075.00
Quarterly MERV 13 Filter Replacement All Locations		\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 29,632.00
Additional MERV 13 Filter Replacement, All Locations, Two(2) Times per Year	\$20279.00 x twice a year = \$40558.00					\$40,558.00
				Contract Year 2 NTE		\$ 111,460.00

PRICING TABLE YEAR 3

<u>FACILITY</u>	<u>Annual</u> <u>Maintenance</u>	<u>Fall</u> <u>Maintenance</u>	<u>Winter</u> <u>Maintenance</u>	<u>Spring</u> <u>Maintenance</u>	<u>Summer</u> <u>Maintenance</u>	<u>Annual Total</u>
Fleet Maintenance	\$ 315.00	\$ 472.50	\$ 157.50	\$ 472.50	\$ 157.50	\$ 1,575.00
Public Works/Police Main Building	\$ 1,769.25	\$ 3,937.50	\$ 3,097.50	\$ 3,937.50	\$ 3,097.50	\$ 15,839.25
Barbara Lee Senior Center	\$ 1,102.50	\$ 1,417.50	\$ 682.50	\$ 1,417.50	\$ 682.50	\$ 5,302.50
Commuity Center	\$ 1,218.00	\$ 787.50	\$ 393.75	\$ 787.50	\$ 393.75	\$ 3,580.50
Cracolice Buildings	\$ 420.00	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,365.00
Jose Higurea Adobe	\$ -	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 630.00
Sport Center	\$ 787.50	\$ 840.00	\$ 498.75	\$ 840.00	\$ 498.75	\$ 3,465.00
City Hall	\$ 840.00	\$ 1,890.00	\$ 787.50	\$ 1,890.00	\$ 787.50	\$ 6,195.00
Fire Station 1	\$ 420.00	\$ 630.00	\$ 157.50	\$ 630.00	\$ 157.50	\$ 1,995.00
Fire Station 2	\$ 183.75	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,128.75
Fire Station 3	\$ 183.75	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,128.75
Fire Station 4	\$ 183.75	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,128.75
Quarterly MERV 13 Filter Replacement All Locations		\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 29,632.00
Additional MERV 13 Filter Replacement, All Locations, Two(2) Times per Year	\$20279.00 x twice a year = \$40558.00					\$40,558.00
				Contract Year 3 NTE		\$ 113523.50

PRICING TABLE YEAR 4

<u>FACILITY</u>	<u>Annual</u> <u>Maintenance</u>	<u>Fall</u> <u>Maintenance</u>	<u>Winter</u> <u>Maintenance</u>	<u>Spring</u> <u>Maintenance</u>	<u>Summer</u> <u>Maintenance</u>	<u>Annual Total</u>
Fleet Maintenance	\$ 315.00	\$ 472.50	\$ 157.50	\$ 472.50	\$ 157.50	\$ 1,575.00
Public Works/Police Main Building	\$ 1,769.25	\$ 3,937.50	\$ 3,097.50	\$ 3,937.50	\$ 3,097.50	\$ 15,839.25
Barbara Lee Senior Center	\$ 1,102.50	\$ 1,417.50	\$ 682.50	\$ 1,417.50	\$ 682.50	\$ 5,302.50
Commuity Center	\$ 1,218.00	\$ 787.50	\$ 393.75	\$ 787.50	\$ 393.75	\$ 3,580.50
Cracolice Buildings	\$ 420.00	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,365.00
Jose Higurea Adobe	\$ -	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 630.00
Sport Center	\$ 787.50	\$ 840.00	\$ 498.75	\$ 840.00	\$ 498.75	\$ 3,465.00
City Hall	\$ 840.00	\$ 1,890.00	\$ 787.50	\$ 1,890.00	\$ 787.50	\$ 6,195.00
Fire Station 1	\$ 420.00	\$ 630.00	\$ 157.50	\$ 630.00	\$ 157.50	\$ 1,995.00
Fire Station 2	\$ 183.75	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,128.75
Fire Station 3	\$ 183.75	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,128.75
Fire Station 4	\$ 183.75	\$ 315.00	\$ 157.50	\$ 315.00	\$ 157.50	\$ 1,128.75
Quarterly MERV 13 Filter Replacement All Locations		\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 29,632.00
Additional MERV 13 Filter Replacement, All Locations, Two(2) Times per Year	\$20279.00 x twice a year = \$40558.00					\$40,558.00
				Contract Year 4 NTE		\$ 113523.50

PRICING TABLE YEAR 5

<u>FACILITY</u>	<u>Annual</u> <u>Maintenance</u>	<u>Fall</u> <u>Maintenance</u>	<u>Winter</u> <u>Maintenance</u>	<u>Spring</u> <u>Maintenance</u>	<u>Summer</u> <u>Maintenance</u>	<u>Annual Total</u>
Fleet Maintenance	\$ 330.75	\$ 496.13	\$ 165.38	\$ 496.13	\$ 165.38	\$ 1,653.77
Public Works/Police Main Building	\$ 1,857.71	\$ 4,134.38	\$ 3,252.38	\$ 4,134.38	\$ 3,252.38	\$ 16,631.23
Barbara Lee Senior Center	\$ 1,157.63	\$ 1,488.38	\$ 716.63	\$ 1,488.38	\$ 716.63	\$ 5,567.65
Commuity Center	\$ 1,278.90	\$ 826.88	\$ 413.44	\$ 826.88	\$ 413.44	\$ 3,759.54
Cracolice Buildings	\$ 441.00	\$ 330.75	\$ 165.38	\$ 330.75	\$ 165.38	\$ 1,433.26
Jose Higurea Adobe	\$ -	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 661.52
Sport Center	\$ 826.88	\$ 882.00	\$ 523.69	\$ 882.00	\$ 523.69	\$ 3,638.26
City Hall	\$ 882.00	\$ 1,984.50	\$ 826.88	\$ 1,984.50	\$ 826.88	\$ 6,504.76
Fire Station 1	\$ 441.00	\$ 661.50	\$ 165.38	\$ 661.50	\$ 165.38	\$ 2,094.76
Fire Station 2	\$ 192.94	\$ 330.75	\$ 165.38	\$ 330.75	\$ 165.38	\$ 1,185.20
Fire Station 3	\$ 192.94	\$ 330.75	\$ 165.38	\$ 330.75	\$ 165.38	\$ 1,185.20
Fire Station 4	\$ 192.94	\$ 330.75	\$ 165.38	\$ 330.75	\$ 165.38	\$ 1,185.20
Quarterly MERV 13		\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 7,408.00	\$ 29,632.00
Additional MERV 13	\$20279.00 x twice a					\$40,558.00
				Contract Year 5 NTE		\$ 115690.35

Five-Year Not-To Exceed Amount \$

\$454,197.35



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; Approve a Budget Appropriation of \$1,355,916 in Measure B Innovative Transit Service Models Program Funding and Developer Contributions into Project No. 3493; and Adopt a Resolution to Approve and Authorize the City Manager to Execute a Subscription and Services Agreement with RideCo in a Not-to-Exceed Amount of \$1,355,916 for Consultant Services Related to Milpitas OnDemand and Making Sole Source Findings and Findings that the Procurement is in the Best Interest of the City
Category:	Consent Calendar-Community Development
Meeting Date:	10/5/2021
Staff Contact:	Ned Thomas, Planning Director, 408-586-3273 Jay Lee, Principal Planner, 408-586-3077
<u>Recommendation:</u>	1. Approve and authorize the City Manager to execute a funding agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; 2. Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; 3. Approve a budget appropriation of \$1,355,916 in Measure B Innovative Transit Service Models Program funding and developer contributions into Project No. 3493; and 4. Adopt a resolution to approve and authorize the City Manager to execute a subscription and services agreement with RideCo in a not-to-exceed amount of \$1,355,916 for consultant services related to Milpitas OnDemand and making sole source findings and findings that the procurement is in the best interest of the City

Background:

In November 2016, Santa Clara County voters approved the 2016 Measure B ballot measure, a 30-year half-cent countywide sales tax to enhance transit, highways, expressways and active transportation programs for bicycles and pedestrians. Over the next 30 years, 2016 Measure B is anticipated to generate \$6.3 billion.

The Valley Transportation Authority (VTA) established the 2016 Measure B Program and adopted Program category guidelines. The Innovative Transit Service Models Program provides approximately \$6 million in funding to eligible cities through a competitive grant application process. The goal of the Innovative Transit Service Models Program is to support affordable new innovative transit service models to address first/last-mile connections to transit, serving the vulnerable, underserved and transit-dependent population.

City staff in partnership with RideCo, a transportation consulting firm that provides on-demand transit solutions, submitted a grant application for funding through the Innovative Transit Service Models Program to develop and implement Milpitas OnDemand, an 18-month pilot program to provide a flexible, convenient first/last-mile transit solution with convenient connections to VTA light rail and the Milpitas Transit Center. On March 4th, the VTA Board of Directors approved the recommended projects, including Milpitas OnDemand, and authorized the General Manager to execute the necessary agreements. The City of Milpitas was awarded the full amount

of the grant request in the amount of \$1,084,732. In order to receive this funding, the City is required to enter into a Funding Agreement with VTA to ensure funds are spent on allowable activities.

Staff is requesting the City Council adopt a resolution authorizing the City Manager to procure professional services from RideCo in accordance with Milpitas Municipal Code sections I-2-3.06 and I-2-3.03(d). Similar to other cities in Santa Clara County that received grant funding, City staff selected RideCo's proprietary service model to meet the grant program's requirement for an "innovative service model". RideCo is the only firm to have designed and validated the "Hub and Spoke" service model, which combines the convenience of a ride hailing service with the capacity and affordability of a traditional shuttle service.

Analysis:

The City of Milpitas is expected to receive approximately \$1,084,732, in funding from the 2016 Measure B Innovative Transit Service Models Program. Staff recommends the City Council approve the Funding Agreement with VTA to receive this funding, which will be used to implement Milpitas OnDemand. Staff estimates an additional cost of \$271,184 to operate the service, which will be partially funded by a \$200,000 developer contribution to the City from Embarcadero Capital Partners and Bridge Development to fund a future shuttle program following the Partial Assignment and Assumption Agreement for an industrial development project on McCarthy Boulevard. The remaining \$71,184 will be funded by the anticipated fare collection of \$111,600 over the life of the program, which is based on the expected fare of \$2.50 per ride and a daily ridership that levels out at 120 within 6 months of operation, the most conservative estimate for the pilot program. Under the high ridership scenario of 420 rides per day, the fare recovery would reach \$390,600.

Staff recommends the creation and funding of a new Capital Improvement Program (CIP) Project, Project No. 3493 Milpitas OnDemand to allow staff to complete the activities required by the Measure B funding. Staff further recommends the approval of a budget appropriation to appropriate the \$1,084,732 in Measure B Innovative Transit Service Models Program Funding, \$200,000 in developer contributions, and \$71,184 from the General Government CIP Fund (to be reimbursed by fare collections) into the new CIP project.

Staff further recommends that the City Council approve the Subscription and Services Agreement with RideCo in a not-to-exceed amount of \$1,355,916 for consultant services to operate Milpitas OnDemand, an 18-month pilot program for an on-demand, micro-transit service. The gross annual operations budget, which is based on the total operating and software costs of the vehicles, is \$853,944 (\$1,280,916 over 18 months). A marketing budget of \$75,000 brings the total project cost to \$1,355,916. Milpitas OnDemand will help address the first/last-mile challenge in Milpitas and provide a convenient and affordable transportation option for Milpitas' residents, employees, and vulnerable/transit-dependent populations.

Policy Alternatives:

Alternative 1: Do not approve and authorize the City Manager to execute a Funding Agreement with VTA to receive the annual Measure B Innovative Transit Service Models Program Funding and do not adopt a resolution to approve and authorize the City Manager to execute a subscription and services agreement with RideCo in a not-to-exceed amount of \$1,355,916 for consultant services related to Milpitas OnDemand and making sole source findings and findings that the procurement is in the best interest of the City.

Pros: None.

Cons: If the City does not enter into the Funding Agreement, the City would not be eligible to receive the Measure B funding grant. If the City does not adopt the resolution to approve and authorize the City Manager to execute a subscription and services agreement with RideCo, the City could risk failing to deliver a transit service model that meets the grant program guidelines and requirements for an innovative service model.

Reason not Recommended: The General Plan includes several policies to promote alternative modes of transportation, first/last-mile solutions, and public transit improvements to support the City's circulation goals. The receipt and use of the Measure B funding to implement Milpitas OnDemand supports these General Plan policies and goals.

Fiscal Impact:

The approval of the Funding Agreement with the VTA is required to receive approximately \$1,084,732 in Measure B Innovative Transit Service Models Program funding. The Milpitas OnDemand program will require creation of new CIP Project 3493 and approval of a budget appropriation to appropriate the \$1,355,916 in Measure B Innovative Transit Service Models Program Funds, \$200,000 in developer contributions, and \$71,184 from the General Government CIP Fund (to be reimbursed by fare collections) into the new CIP project.

California Environmental Quality Act:

The selection and contractual arrangement of consultant services do not constitute a project in accordance with Section 15378 of the CEQA Guidelines. Furthermore, the program is not considered a project under CEQA because it has no potential for resulting in either a direct or reasonably foreseeable indirect change in the environment. If the program is found to be a project under CEQA, the action being considered is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The program, which proposes no physical changes and would support transit ridership, thereby reducing greenhouse gas emissions, would have no or only a de minimis impact on the environment. In the alternative, the selection and contractual arrangement of consultant services is exempt from further review under CEQA Guidelines Sections 15301 and 15308 as 1) it could indirectly result in the operation or permitting of existing public facilities involving negligible or no expansion of existing or former use and 2) consists of actions taken by the City to assure the maintenance, restoration, enhancement, or protection of the environment.

Recommendation:

1. Approve and authorize the City Manager to execute a funding agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program;
2. Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand;
3. Approve a budget appropriation of \$1,084,732 in Measure B Innovative Transit Service Models Program Funding, \$200,000 in developer contributions, and \$71,184 from the General Government CIP Fund (to be reimbursed by fare collections) into Project No. 3493; and
4. Adopt a resolution to approve and authorize the City Manager to execute a subscription and services agreement with RideCo in a not-to-exceed amount of \$1,355,916 for consultant services related to Milpitas OnDemand and making sole source findings and findings that the procurement is in the best interest of the City.

Attachments:

1. VTA Funding Agreement
2. New Project No. 3493 Milpitas OnDemand
3. VTA Grant Award Letter
4. Milpitas 2016 Measure B Grant Application
5. Budget Appropriation Form
6. RideCo Professional Services Agreement
7. City Council Resolution
8. Sole Source Request and Justification

**FUNDING AGREEMENT
BETWEEN
CITY OF MILPITAS
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
MILPITAS ONDEMAND**

THIS AGREEMENT ("AGREEMENT") is between the CITY OF MILPITAS, referred to herein as "CITY", and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, referred to herein as "VTA". Hereinafter, CITY and VTA may be individually referred to as "PARTY" or collectively referred to as "PARTIES".

I. RECITALS

1. Whereas, on June 24, 2016, the VTA Board of Directors adopted a resolution to place a ballot measure before the voters of Santa Clara County in November 2016 to authorize a one-half of one percent retail transaction and use tax ("2016 MEASURE B") for 30 years for nine transportation-related program categories; and
2. Whereas, on November 8, 2016, the voters of Santa Clara County enacted 2016 MEASURE B for 30 years to pay for the nine transportation-related program categories; and
3. Whereas, the duration of 2016 MEASURE B will be 30 years from the initial year of collection, beginning April 1, 2017, and continuing through March 31, 2047; and
4. Whereas, on October 5, 2017, the VTA Board of Directors established the 2016 Measure B Program ("PROGRAM") and adopted the 2016 Measure B Program Category Guidelines; and
5. Whereas, the PROGRAM includes a Transit Operations program category ("TRANSIT OPS CATEGORY") to increase ridership, improve efficiency, enhance mobility services for seniors and disabled, and improve affordability for the underserved and vulnerable constituencies in the county; and
6. Whereas, the TRANSIT OPS CATEGORY consists of three sub-categories, including an Innovative Transit Service Models Competitive Grant Program ("INNOVATIVE TRANSIT PROGRAM"); and
7. Whereas, on December 5, 2019 the VTA Board of Directors adopted the INNOVATIVE TRANSIT PROGRAM criteria; and
8. Whereas, on October 5, 2020 the Fiscal Year ("FY") 2020 (July 1, 2020 to June 30, 2021) to Fiscal Year 2021 (July 1, 2021 to June 30, 2022) INNOVATIVE TRANSIT PROGRAM call for projects was released; and
9. Whereas, on March 4, 2021 the VTA Board of Directors approved the project list for the INNOVATIVE TRANSIT PROGRAM; and

10. Whereas, Milpitas OnDemand is an eligible project on the VTA Board of Directors approved project list for the INNOVATIVE TRANSIT PROGRAM; and
11. Whereas, VTA and CITY desire to specify herein the terms and conditions under which the INNOVATIVE TRANSIT PROGRAM funds will be administered to CITY by VTA as directed by the VTA Board of Directors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

II. AGREEMENT

1. PROJECT DESCRIPTION

For the Milpitas OnDemand project, the CITY will provide, manage, and coordinate the operation of the transportation services (the "PROJECT") to the public during the term of this AGREEMENT. The PROJECT must be provided in accordance with the service area and parameters, attached hereto and incorporated herein as Attachment A.

2. TERM OF AGREEMENT

The term of this AGREEMENT will commence on the Effective Date (as defined in the signature block below) and continue through the later of: (i) 18 months after the Effective Date, (ii) completion of the PROJECT, (iii) cancellation of the PROJECT, or (iv) termination of this AGREEMENT pursuant to the terms herein.

3. COST OF PROJECT

Total cost of the PROJECT ("TOTAL PROJECT COST") is estimated not to exceed \$1,355,916. TOTAL PROJECT COST means the total cumulative dollar amount actually incurred and expended toward the PROJECT by all PARTIES involved, as measure at the completion or termination of the PROJECT.

4. FINANCIAL CONTRIBUTION TO COST OF PROJECT

- a. VTA's Financial Contribution for PROJECT. VTA will contribute an amount not to exceed \$1,084,732 of INNOVATIVE TRANSIT PROGRAM funds to be used by CITY for completion of the PROJECT. All funds will be available on a reimbursement basis only, pursuant to the terms and conditions set forth herein.
- b. CITY's Financial Contribution for PROJECT. CITY is solely responsible for all funds CITY has expended toward the PROJECT prior to March 4, 2021, and CITY must not seek reimbursement from VTA for such costs.
- c. Additional Funds. Any additional funds required to complete the PROJECT will be CITY's sole responsibility.

- d. PROJECT Savings. If the PROJECT is anticipated to be delivered under budget, INNOVATIVE TRANSIT PROGRAM funds will be reduced in proportion to CITY's Financial Contribution to PROJECT.
- e. In all circumstances, regardless of the TOTAL PROJECT COST, CITY is responsible for contributing a minimum of 20% of the TOTAL PROJECT COST.

5. ELIGIBLE USE OF FUNDS

Only ELIGIBLE COSTS (as defined herein) directly related to the PROJECT costs incurred by CITY after March 4, 2021, will be eligible for reimbursement.

VTA will only reimburse CITY for actual costs directly related to the PROJECT ("ELIGIBLE COSTS"). ELIGIBLE COSTS are costs that: (i) are directly related to the planning, operation, and administration of the PROJECT; and (ii) were incurred in compliance with all applicable 2016 Measure B Program requirements.

6. CITY'S ROLE

- a. Tasks. CITY will be the sponsor and implementing agency for the PROJECT. In its role as sponsor and implementing agency under this AGREEMENT, CITY must perform and/or be responsible for the following tasks:
 - i. Serve as project manager to provide, manage, and coordinate the operation of PROJECT in accordance with service parameters in Attachment A.
 - ii. Perform all procurement actions necessary for PROJECT, including but not limited to advertising the work via a public solicitation, opening bids in response to the public solicitation, awarding a contract, approving contract documents, and administering the awarded contract in accordance with all applicable laws, regulations, and codes, including but not limited to the California Public Contract Code and the California Labor Code.
 - iii. Begin PROJECT service operation within one (1) year of the Effective Date of this AGREEMENT.
 - iv. Obtain all necessary permits and certifications for PROJECT.
 - v. Keep VTA apprised of potential changes that may affect PROJECT operations.
 - vi. Conduct standard close-out activities for the PROJECT, including but not limited to performing final accounting review and reviewing all contractual requirements.

b. Other PROJECT Management Duties. CITY must:

- i. Submit a project management plan (“PMP”) to VTA in accordance with the PMP template in Attachment B within thirty (30) business days of the Effective Date of this AGREEMENT. The PMP must be in writing and must include information regarding service scope, staffing plan, cost, schedule, and contracting plan.
- ii. Actively monitor actual PROJECT expenditures to ensure that the 2016 MEASURE B funds are used to pay only for ELIGIBLE COSTS (as defined in Section 5).
- iii. Provide VTA with written quarterly progress reports (“PROGRESS REPORTS”) (as supplied by VTA to CITY) on the PROJECT, including but not limited to updates on PROJECT expenditures, any changes in scope and schedule, PROJECT status, monthly PROJECT performance such as ridership, total miles, total hours, fare collection and any other information VTA may require for inclusion in the progress updates.
- iv. Submit the PROJECT’s final report (“FINAL REPORT”) to VTA. This FINAL REPORT must be in writing and must include information regarding final PROJECT costs, total ridership, total revenue miles and total revenue hours, fare collection, along with any other information VTA may require for inclusion in the FINAL REPORT.
- v. CITY will make staff available to present on the PROJECT at VTA committees as needed.

7. VTA’S ROLE

VTA will review PROJECT’s PMP, PROGRESS REPORTS and FINAL REPORT, and provide oversight of the PROJECT to ensure PROJECT compliance with the 2016 Measure B Program Category Guidelines.

8. CITY’S OBLIGATIONS

CITY must:

- a. Ensure that all 2016 MEASURE B funds are expended on only allowable INNOVATIVE TRANSIT PROGRAM expenditures as described above in Section 5. ELIGIBLE USE OF FUNDS.
- b. Begin request for reimbursement of ELIGIBLE COSTS (see Section 5. ELIGIBLE USE OF FUNDS) from VTA within one (1) year of the Effective Date of this AGREEMENT.
- c. Submit to VTA all records including contractors’ invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.
- d. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this AGREEMENT for five (5) years. CITY shall make

such records available to VTA upon VTA's written request for review and audit purposes. Financial audits will be performed at VTA's sole discretion.

- e. Submit invoices to VTA at vta.accounts payable@vta.org, no more frequently than monthly, for reimbursement of ELIGIBLE COSTS (see Section 5. ELIGIBLE USE OF FUNDS). CITY must submit invoices within one year of the date CITY incurs the cost submitted on the invoice for reimbursement (unless otherwise approved by VTA in writing).

9. VTA'S OBLIGATIONS

VTA will remit the amount due to the CITY under an invoice within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice complying with the requirements set forth herein.

10. MODIFICATION TO PROJECT SERVICE

CITY must inform VTA, in writing, of any minor modifications to PROJECT service, including, but not limited to removal of any proposed pick up/drop off locations and schedule adjustments within a one-hour window that do not impact frequency or service or service area changes.

CITY must inform VTA, in writing, of potential major modifications to PROJECT, including but not limited to extended or reduced service hours of more than 30 minutes and changes in service areas.

11. INDEMNIFICATION

Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to CITY's acts or omissions under or in connection with any work, authority, or jurisdiction associated with this AGREEMENT. Pursuant to California Government Code §895.4, CITY must fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind, and description arising from an injury (as defined by California Government Code §810.8) relating to CITY's acts or omissions under or in connection with any work, authority, or jurisdiction delegated to CITY under this AGREEMENT. This provision will survive the termination or expiration of this AGREEMENT.

12. INSURANCE

At all times during this AGREEMENT, CITY must comply with the insurance requirements and specifications of Attachment C attached hereto, and herein incorporated by reference.

13. ADDITIONAL INSURED AND INDEMNITY PROVISION

In any agreement executed between the CITY and a third party for purposes related in any way to the subject matter of this AGREEMENT ("Third Party Contract"), the CITY must require that VTA be named as (i) Additional insureds on a primary and non-contributory basis with Separation of Insureds and Waiver of Subrogation on all policies of insurance, except when not applicable required in the Third Party Contract and (ii) indemnified parties in any indemnity provision contained in the Third Party Contract.

14. PUBLIC WORKS

If the CITY awards a contract to a third party for the performance of a public work (as defined in California Labor Code Section 1720 through 1720.6) (a "Public Works Contract") in connection with this AGREEMENT, the CITY must comply, and must require such third party to comply, with the requirements of California Labor Code Section 1720 et seq. If the Public Works Contract is funded in whole or in part with federal funds, the CITY must also comply, and must require such third party to also comply, with the requirements of the Davis Bacon Act (40 U.S.C. Sections 3141-3144 and 3146-3148).

15. COMPLIANCE WITH APPLICABLE LAW

In the execution of the PROJECT and performance of its responsibilities set forth herein, CITY and any contractor or subcontractors must comply with all applicable requirements of state, federal, and local law. CITY and any contractor or subcontractors must comply with any applicable laws, regulations, and/or guidelines relating to COVID-19, including, but not limited to, Centers for Disease Control and Prevention (CDC) guidelines and Santa Clara County Department of Public Health orders and/or guidelines.

16. COMPLIANCE WITH WAGE AND HOUR LAWS

CITY and any contractor or subcontractors they employ to perform work of the PROJECT under this AGREEMENT, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

17. COMPLIANCE WITH 2016 MEASURE B REQUIREMENTS

In its performance under this AGREEMENT, CITY must comply with, and must ensure PROJECT compliance with all 2016 MEASURE B requirements set forth in the 2016 Measure B Program Category Guidelines for the TRANSIT OPS CATEGORY as identified in Attachment D, attached hereto.

18. TERMINATION

Each of the PARTIES may at any time terminate this AGREEMENT by giving ten (10) business days' written notice of such termination to other PARTY. Notice must identify the effective date of such cancellation and must be provided in accordance with the terms and conditions of this AGREEMENT.

In the event of termination as set forth herein, CITY must submit its final invoice to VTA within thirty (30) calendar days of the effective date of termination solely for ELIGIBLE COSTS incurred by CITY prior to the effective date of the termination (see Section 5. ELIGIBLE USE OF FUNDS).

19. AUDIT AND RECORDS

a. CITY must maintain, and shall require their contractors to maintain, in accordance with

generally accepted accounting principles and practices, complete books, accounts, records and data pertaining to services performed under this AGREEMENT, including the costs of contract administration. Such documentation must be supported by properly executed payrolls, invoices, contracts, and vouchers evidencing in detail the nature and propriety of any charges and must be sufficient to allow a proper audit of services. All checks, payrolls, invoices, contracts and other accounting documents pertaining in whole or in part to the services must be clearly identified and readily accessible.

- b. For the duration of the AGREEMENT, and for a period of five (5) years after final payment, VTA shall have access during normal business hours to any books, accounts, records, data, and other relevant documents that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions and copies thereof must be furnished upon request.

20. NOTICES

All notices required or permitted under this AGREEMENT must be in writing, will be effective five (5) days after being sent by personal service or certified mail, or forty-eight (48) hours after being sent by electronic mail to the individuals at the addresses set forth below, or to such other address which may be specified in writing by the PARTIES hereto.

VTA:
Marcella Rensi
Deputy Director, Grants & Allocations
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134
Email: marcella.rensi@vta.org

CITY:
Ned Thomas
Planning Director
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035
Email: nthomas@ci.milpitas.ca.gov

Written notification to the other PARTY must be provided, in advance, for changes in the name or address of the individuals identified above.

21. GENERAL TERMS AND CONDITIONS

- a. **Headings.** The subject headings of the articles and paragraphs in this AGREEMENT are included for convenience only and will not affect the construction or interpretation of any of its provisions.
- b. **Construction and Interpretation of Agreement.** This AGREEMENT, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the PARTIES. Accordingly, each PARTY expressly acknowledges and agrees that (i) this AGREEMENT will not

be deemed to have been authored, prepared, or drafted by any particular PARTY and (ii) the rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this AGREEMENT or in the resolution of disputes.

- c. **Amendment.** No alteration or variation of the terms of this AGREEMENT will be valid unless made in writing and signed by both of the PARTIES hereto, and no oral understanding or agreement not incorporated herein will be binding on any of the PARTIES hereto.
- d. **Entire Agreement.** This AGREEMENT contains the entire understanding between VTA and CITY relating to the subject matter hereof. This AGREEMENT supersedes any and all other agreements which may have existed between the PARTIES, whether oral or written, relating to the subject matter hereof. This AGREEMENT is binding upon each PARTY, their legal representatives, and successors for the duration of the AGREEMENT.
- e. **Representation and Warranty of Authority.** 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.
- f. **No Waiver.** The failure of either PARTY to insist upon the strict performance of any of the terms, covenants and conditions of this AGREEMENT will not be deemed a waiver of any right or remedy that either PARTY may have, and will not be deemed a waiver of either PARTY's right to require strict performance of all of the terms, covenants, and conditions hereunder.
- g. **Dispute Resolution.** If a question or allegation arises regarding (i) interpretation of this AGREEMENT or its performance, or (ii) 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 greatest extent possible to avoid litigation as a method of dispute resolution.
- h. **Severability.** If any of the provisions of this AGREEMENT (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and CITY shall negotiate an equitable adjustment in the provisions this AGREEMENT with a view toward effecting the purpose of this AGREEMENT, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
- i. **Governing Law.** The laws of the State of California will govern this AGREEMENT, as well as any claim that might arise between CITY and VTA, without regard to conflict of law provisions.
- j. **Venue.** Any lawsuit or legal action arising from this AGREEMENT must be commenced and prosecuted in the courts of Santa Clara County, California. CITY agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
- k. **Attribution to VTA.** CITY must include attribution to VTA that indicates PROJECT was funded by 2016 Measure B Funds. This provision applies to any project or publication that was funded

in part or in whole by 2016 Measure B Funds. Acceptable forms of attribution include 2016 Measure B's branding on project-related documents, construction signs, public information materials, and any other applicable documents. VTA will provide 2016 Measure B branding to CITY.

- l. **Non-discrimination.** The PARTIES and any contractors performing services on behalf of the PARTIES ("Contractors") will not unlawfully discriminate or permit discrimination, harass, or allow harassment against any person or group of persons because of race, color, religious creed, national origin, ancestry, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition (including cancer), mental disability, physical disability (including HIV and AIDS), genetic information, or military and veteran's status, or in any manner prohibited by federal, state, or local laws. In addition, the PARTIES and Contractors shall not unlawfully deny any of their employees family care leave or discriminate against such employees on the basis of having to use family care leave. The PARTIES and Contractors must ensure that the evaluation and treatment of their employees and applicants for employment is free of such discrimination and harassment.
- m. **Relationship of the PARTIES.** It is understood that this is an AGREEMENT by and between independent parties and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of independent contractor.

Signatures of PARTIES on following page.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the last date set forth below ("Effective Date").

***Santa Clara Valley
Transportation Authority***

City of Milpitas

Carolyn M. Gonot
General Manager/CEO

Steve McHarris
City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Shannon Smyth-Mendoza
Senior Assistant Counsel

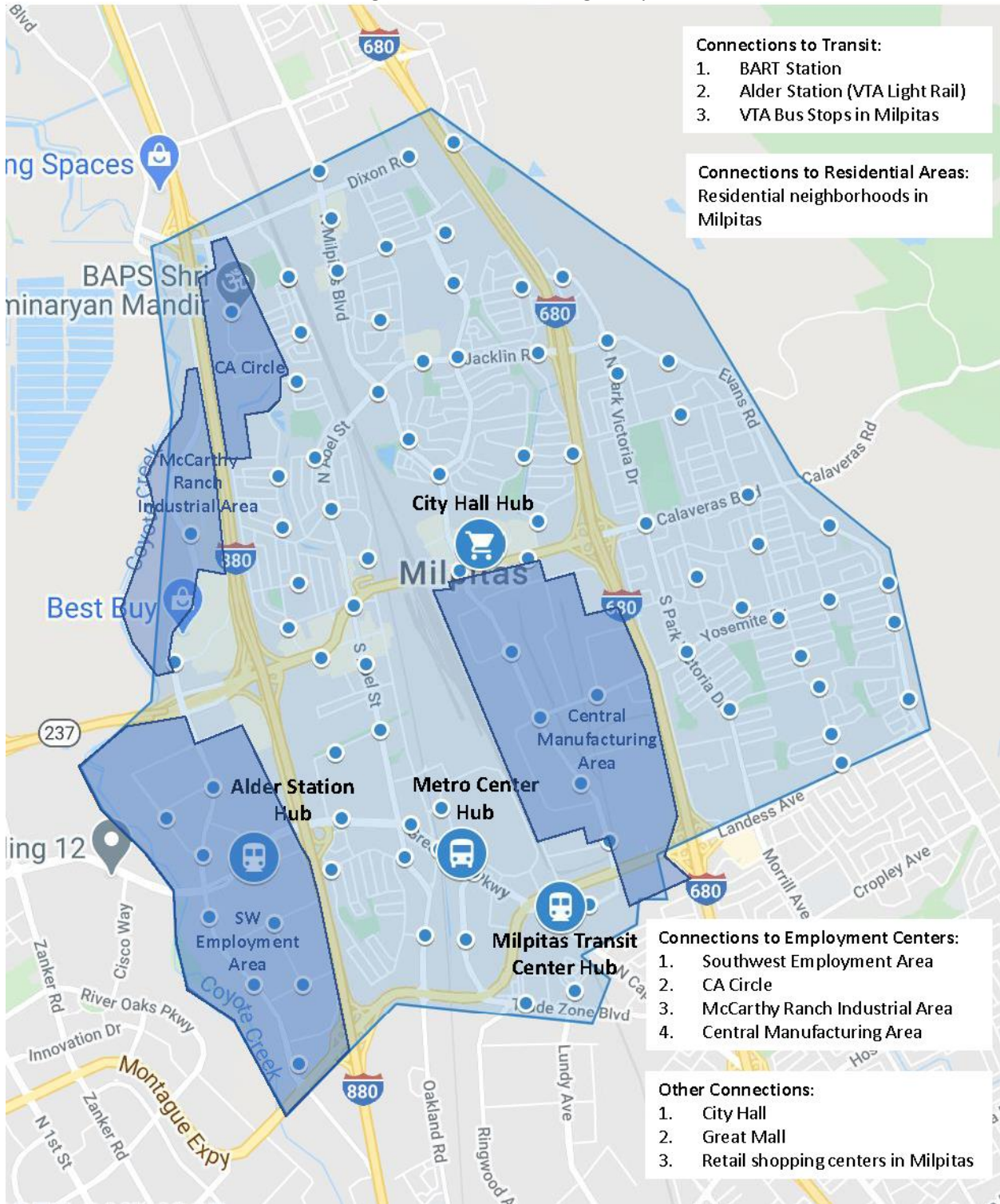
Christopher J. Diaz
City Attorney

ATTACHMENT A

Service Parameters

1. Service Span: Service runs Monday through Friday. Service hours match current VTA fixed bus routes in Milpitas and will change accordingly if VTA service hours in Milpitas change at any point in the future.
2. Service Coverage: City limit of Milpitas, as shown in Figure 1.
3. Routes: Service is on-demand micro-transit service that has many virtual stops across the city limit of Milpitas to any one of four hub locations: City Hall, Metro Center Hub, Alder Station, and Milpitas Transit Center. Vehicles may pick up passengers from anywhere within the service coverage area and may take the shortest route to the next stop on the ever-updating vehicle itinerary.
4. Infrastructure: Service operates with seven minivans, three of which will be fully ADA accessible. Service vehicle accommodates bicycles on board.
5. Fares: \$2.5 regular fares and \$1 for disabled, low-income, or youth population.
6. Online App: Passengers can book trips through mobile and web applications. All service data is available through a real-time dashboard. The software allows riders to pay in a variety of ways including cash, credit/debit cards, and any applicable VTA fare media. The online app offers seat selection options for mobility-limited riders/wheelchair users as well as standard seat types for ambulatory passengers.

Figure 1: Service Coverage Map



ATTACHMENT B

Project Management Plan Template

Submitted by: Contact for this PMP.

First submittal date:

Revision version & date:

PART A – PROJECT INFORMATION

1. Project Name:
2. Project Sponsor:
3. Partnering Agencies: <List all project partners>
4. Date

5. Project Description:
 - a. Service type
 - b. Service area, route & stops
 - c. Service span
 - d. Vehicles
<Note any accommodation of wheelchair users and bikes>
 - e. Scheduling
<Note any technology, website, online applications for the user and operators>
 - f. Fare collection
<Describe how you plan to collect fares>

6. Project team
(Identify project staff/team/partner roles and responsibilities as applicable)
 - a. Project Manager
<The PM must be a Member Agency staff. Please identify email/phone and VTA will contact the PM for any project or PMP questions.>
 - b. Procurement manager
 - c. Operations
 - d. Coordinator
 - e. Safety and Training
 - f. Marketing/outreach
 - g. Others

Attach a project organization chart.

PART B – FINANCIAL MANAGEMENT

1. Total project cost estimate:
 - a. Capital cost
 - b. Operating cost

2. Source of Funds

(Identify 2016 Measure B fund and non-2016 Measure B fund sources)

PART C – PROJECT IMPLEMENTATION & MANAGEMENT

1. Project schedule

<Modify the following schedule table as needed.>

Project Milestone	Month/Year
Release RFP for service provider/operator	
Develop contract	
Award/Execute contract	
Recruit project staff	
Conduct project outreach and marketing	
Start-up operation (if applicable)	
Full operation	

2. Training and qualifications of project staff and operators

3. Agreements

<Identify any existing/anticipated agreements and provide date of execution & expiration>

ATTACHMENT C

Insurance Requirements

CITY'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CITY CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS CONTRACT.

INSURANCE

Without limiting City's obligation to indemnify and hold harmless VTA, City must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by City, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. In the event of any material change in the Contract Scope of Services, VTA reserves the right to change the insurance requirements set forth herein. City must furnish complete copies of all insurance policies required herein, within five (5) business days of any request for such by VTA.

A. Liability and Workers' Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage ("occurrence" form CG 0001), including Products/Completed Operations Liability. General Liability insurance written on a "claims made" basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability, code 1 "any auto." Auto Liability written on a "claims-made" basis is not acceptable.
- c. Workers' Compensation insurance as required by the Labor Code of the State of California, and Employer's Liability insurance.

- d. Public Officials Errors and Omissions Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of City's services under this Agreement. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Agreement. This coverage may be written on a "claims made" basis, if so, please see special provisions in Section B.
- e. Cyber Liability (including privacy liability and network security coverage).

2. Minimum Limits of Insurance

City must maintain limits no less than:

- a. General Liability: \$10,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If a General Liability or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. This requirement may be satisfied by a combination of General Liability with Excess or Umbrella. Umbrella/Excess policies must feature inception and expiration dates concurrent with the underlying General Liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- b. Automobile Liability (including umbrella/excess liability): \$10,000,000 limit per accident for bodily injury and property damage. This requirement may be satisfied by a combination of Auto Liability with Excess or Umbrella. Umbrella/Excess policies must feature inception and expiration dates concurrent with the underlying auto liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Public Officials Errors and Omissions Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability with Excess or Umbrella. Umbrella/Excess policies must feature inception and expiration dates concurrent with the underlying professional liability policy, "Follow Form" coverage, and a "Drop Down" provision.
- e. Cyber Liability: \$1,000,000 per occurrence.

3. Self-Insured Retention

If City is a governmental authority such as a state, municipality or special district, self-insurance is permitted.

B. Claims Made Provisions (not applicable to General Liability or Auto Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this Agreement and the retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, City must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of City, including VTA's general supervision of City; products and completed operations of City and its subcontractors; premises owned, occupied or used by City; or automobiles owned, leased, hired or borrowed by City. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01
- b. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- c. City's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- d. The General Liability General Aggregate limit must apply per project, not per policy.
- e. Products/Completed Operations Liability coverage must be maintained for a minimum of two (2) years following completion of this Contract.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by City and its subcontractors for VTA.
- b. City's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to City's insurance. City's insurance must not seek contribution from VTA's insurance program.

3. Other insurance provisions

- a. The Certificate must disclose the actual amounts of all deductibles or self-insured retentions.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require City to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

City must furnish VTA with a Certificate of Coverage. The certificates for each insurance policy are to be signed by an authorized representative of that provider. City must instruct their insurance broker/agent to submit all certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

It is a condition precedent to award of this Contract that all insurance certificates and endorsements be received and approved by VTA before Contract execution. No work may be performed until insurance is in full compliance. VTA reserves the rights to require complete, certified copies of all required insurance policies, at any time.

If City receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, City must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If City fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order City to suspend work at City's expense until a new policy of insurance is in effect.

ATTACHMENT D

Transit Operations Program Guidelines

(Adopted by VTA Board of Directors on October 5, 2017)

Definition from Resolution No. 2016.06.17

The revenue from this program category will provide additional funds specifically for bus operations to serve vulnerable, underserved, and transit dependent populations throughout the county. The goals of the program category are to increase ridership, improve efficiency, enhance mobility services for seniors and disabled, and improve affordability for the underserved and vulnerable constituencies in the county. As VTA considers modifications to bus operations and routes to improve ridership and efficiencies, these funds may also be utilized to maintain and expand service to the most underserved and vulnerable populations. The funds may be used to increase core bus route service frequencies, extending hours of operations to early morning, evenings and weekends to improve mobility, safe access and affordability to residents that rely on bus service for critical transportation mobility needs. Attachment D describes the list of Candidate Projects and Programs.

Total Funding

- \$500 million in 2017 dollars.

Distribution

- VTA anticipates that allocations will be programmed based upon the total allocation for the Transit Operations Program contained in 2016 Measure B divided by the number of years in the measure.
- Future allocations will vary depending upon the amount of sales tax revenue collected.
- The Transit Operations Program Area funding will be allocated for the following four programs identified in 2016 Measure B Attachment D:
 - Enhance Frequent Core Bus Network by increasing core bus route service frequencies, and expanding or adding additional evening, late night and weekend service.
 - Expand mobility services and affordable fare programs for seniors, disabled, students and low-income riders.
 - Support new/innovative transit service models to address first/last mile connections and transit services for the transit dependent, vulnerable populations and paratransit users that is safe and accountable.
 - Improve amenities at bus stops to increase safety, security and access with lighting and access improvements.

The proposed allocations for the four categories are as follows:

2016 Measure B Transit Operations Program Area

Area	Funding Allocation (Proposed)
Frequent Core Bus Network	73%
Innovative Mobility Models & Programs	8%
Fare Programs	15%
Bus Stop Amenities	4%

Implementation

For FY18 & FY19 Budget Allocation:

- The Enhanced Frequent Core Bus Network will directly fund VTA's core bus network of services increasing core bus route service frequencies, and expanding or adding evening, late night and weekend service.
- The Fare Programs will fund the Transit Assistance Program (TAP) and reduced fares for youth.
- The Innovative Transit Models Program will support goals to address first/last mile connections. Strategies may include competitive grant programs to help fund services operated by local jurisdictions, utilize excess paratransit capacity, and other programs that encourage investments in local service.
- The Bus Stop Amenities Program will directly fund improvements at VTA's bus stops. The bus stop improvements will be prioritized based on VTA's Transit Passenger Environment Plan and ongoing maintenance needs.

Six to 12 months into the implementation of the Next Network, staff will have ridership data available to evaluate potential increases to the ridership hours where we see higher demand for service. To meet our commitment as expressed in 2016 Measure B and in collaboration with the public, VTA will make increased investments in service hours in the system focusing on those areas where we see the greatest demand by transit dependent populations.

VTA will consider the potential for further reducing the fares for seniors and youth with a requested goal of free rides.

Criteria

- Only projects and programs currently listed on 2016 Measure B Attachment D are eligible.

Requirements

- For potential competitive grants for the Innovative Transit Models Program:
 - Reporting requirements will be detailed in agreements executed with VTA for project funding.
 - All applications must include a delivery schedule.
 - Funds will be available on a reimbursement basis.
- VTA Complete Streets reporting requirements will be required for all capital

improvements projects.

- All collateral material will be required to display a 2016 Measure B logo.

Milpitas OnDemand

Category:	Community Improvement
City Council Priority:	Transportation and transit
Project Location:	Citywide
Managing Department:	Planning
Contract Person:	Ned Thomas [3273]/Jay Lee [2713]
Project Stage:	Planning
Estimated Schedule :	
Design	2023
Construction	
Reoccurring Project:	No

Description

This project provides for an 18-month pilot program to provide micro-transit connection services throughout Milpitas. The proposed demand-responsive micro transit service will operate as a “hub and spoke model”, an innovative service model that functions as a hybrid between first-last mile and point-to-point service. Riders will be able to book trips from any one of nearly a hundred virtual stops across the City to any of the “hub” locations and vice versa. The goal of the program is offer a convenient service to Milpitas’ residents, commuters, and vulnerable/transit dependent populations, including those not conveniently served today by fixed bus and rail routes. The program harnesses cutting-edge technology to provide safe, convenient, affordable, and much-needed first-last mile connections for Milpitas residents.

Notes

N/A City of Milpitas

Community Improvement Projects

Uncommitted Balance
as of 5/31/2021

Council
Approval

Milpitas OnDemand

Project No. 3493

N/A

9/21/2021

Estimated Cost

Phase	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Administration	0	1,355,916	0	0	0	0	1,355,916
TOTAL	\$0	\$1,355,916	\$0	\$0	\$0	\$0	\$1,355,916

Funding Source

	Prior Year	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Grants	0	1,084,732	0	0	0	0	1,084,732
Developer fees	0	200,000	0	0	0	0	200,000
General Government CIP Fund	0	71,184	0	0	0	0	71,184
TOTAL	\$0	\$1,355,916	\$0	\$0	\$0	\$0	\$1,355,916

Finance Notes

Operating Impact Notes

City of Milpitas

N/A



MEMORANDUM

Writer's Direct Telephone: 408.321.5683

TO: Jay Lee, Principal Planner
City of Milpitas

FROM: Nicole He *NH*
2016 Measure B Program Office

DATE: 03/11/2021

SUBJECT: 2016 Measure Innovative Transit Service Models Funding Award:
FY20-FY21 Funding Cycle

Hi Jay,

For the FY20 – FY21 funding cycle, your 2016 Measure B Innovative Transit Service Models project has been awarded the following:

- Milpitas OnDemand
- 18 Months
- \$1,084,732

A draft funding agreement for the Milpitas OnDemand project will be sent to you for review and processing.

If you have any questions, feel free to contact me at nicole.he@vta.org.



City of Milpitas

December 7, 2020

Ms. Jane Shinn
2016 Measure B Program Manager
Valley Transportation Authority
3331 N. First Street
Santa Clara, CA 95134

Dear Ms. Shinn:

I am pleased to present Valley Transportation Authority (VTA) with the enclosed City of Milpitas Measure B proposal entitled "Milpitas OnDemand," requesting \$1,084,732 for our proposed first-last mile public transportation program. In partnership with RideCo, a transportation consulting agency that specializes in micro-transit solutions for local governments, we are proposing micro-transit connection services across all of Milpitas. The City will supplement an award from VTA with \$271,183 or 20% in cost-sharing, and projects serving 150,019 riders over the 18-month grant period through our app-based transportation solution.

The proposed demand-responsive micro-transit service will operate as a "hub and spoke" model, an innovative service model designed by RideCo that functions as a hybrid between first-last mile and point-to-point service. Riders will be able to book trips from any one of nearly a hundred virtual stops across the City to any of the "hub" locations and vice versa. VTA would be just the second transit agency globally to launch such a program, which was launched by RideCo in Calgary, Alberta in 2019 and continues to run with great success.

The goal of the program is to offer a more convenient service to Milpitas' commuters, including those not conveniently served today by fixed bus route service, and significant vulnerable/transit-dependent population by supporting and complementing VTA's existing bus and rail services. The program harnesses cutting-edge technology to provide safe, convenient and much-needed first-last mile connections for Milpitas residents that is cost-effective for VTA and affordable for daily riders. By supporting this project, VTA has the opportunity to provide a safe transportation option for riders during the pandemic, while also testing the feasibility for a long-term public transportation solution for Milpitas. Our 18-month pilot program will help us evaluate program performance, adjust service based on ridership data, and understand the long-term ridership potential in light of the pandemic and beyond. Although transit ridership is down across the country and especially in the Bay Area, the program will position Milpitas to overcome this challenge by offering a flexible and scalable service.

Together, VTA and the City of Milpitas can make a difference in advocating for and advancing innovative public transportation solutions in Santa Clara County. We are grateful for your consideration of our proposal.

Sincerely,

Ashwini Kantak
Assistant City Manager
City of Milpitas

Attachment: 2016 Measure B Innovative Transit Service Models Competitive Grant Application

APPLICATION GENERAL INSTRUCTIONS

- Use this form to apply for 2016 Measure B Innovative Transit Service Models competitive grant funds. All descriptive notes in this form are in blue text. Please answer all parts of the application. Detailed step-by-step instructions will also be provided for this application.
- You can include additional information as an attachment if you require more space to answer the questions. Please make clear references to any attachments in your narratives.
- Submit one application in PDF format for each project to 2016MeasureB@vta.org

PART 1: SPONSOR INFORMATION

Primary Project Sponsor ¹	City of Milpitas
Project Co-applicant(s) <i>(if applicable)</i>	RideCo Inc

Contact person from Primary Project Sponsor Agency regarding this application:

Name	Jay Lee
Title	Principal Planner
Department	Planning Department
Email	jlee2@ci.milpitas.ca.gov
Phone	408-586-3077

PART 2: PROJECT INFORMATION & ELIGIBILITY

Project Name	Milpitas OnDemand
Project Webpage <i>(if any)</i>	Not Applicable
Project Duration	18 Months
Service Type <i>(on-demand, fixed-route or others, please explain)</i>	On-Demand First Last Mile Program
Description of transportation services provided	<i>Please describe the proposed service plan, including service route(s)/service zone, service span and frequency, vehicle need, targeted population, and the intent of the project.</i> <i>*IMPORTANT: Proposed service <u>must not</u> duplicate² existing VTA³ or another transit provider or city's services.</i>

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

(Continued) Description of transportation services provided	Please see the document entitled "Attachment 1. Narrative Responses, Measure B Innovative Transportation Grant Application" See Part 2: Project Information & Eligibility Description of transportation services provided
Description of geographic areas served	<i>A project service map is required. Include service routes, pick-up & drop-off locations, connections to existing transit stops, and project limits, as appropriate.</i> The proposed project covers all of Milpitas, with the borders of the zone being the city limits. Passengers will be able to hail pickups at any one of nearly 100 "virtual stops" throughout the City, ensuring that no passenger is ever more than a five-minute walk from their nearest virtual stop. In a "virtual stop" service model, passengers are directed to a safe, well-lit location that is a short walk from their door. Examples of virtual stop locations include community mailboxes, specific intersections, and existing physical bus stops. Virtual stops can be added/removed/moved in a matter of seconds with no service downtime. There are no "routes" in the traditional sense, since the service is dynamically routed and vehicle itineraries are updated every 30 seconds to optimize for shared rides. In other words, vehicles may pick up passengers from almost anywhere and may take the shortest route to the next stop on the ever-updating vehicle itinerary. In this "hub-and-spoke" service, the virtual stops will function as the "spokes," while the "hubs" will be City Hall, Metro Center Hub, Alder Station, and Milpitas Transit Center (including the BART Station).

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

Total Project Cost Estimate <i>(in current dollars)</i>	\$1,355,916
2016 Measure B Request Amount <i>(minimum \$250,000)</i>	\$1,084,732
Non-2016 Measure B Contribution % <i>(minimum 10%)</i>	\$271,183 (20%)
Date	December 7, 2020

1. Primary project sponsor must be a Member Agency. Member Agencies include all fifteen cities, VTA and the County of Santa Clara in Santa Clara County.
2. Funding an existing service is not considered duplication.
3. Please refer to VTA's Regular Service Map: <https://www.vta.org/go/maps>

<i>Signature</i>	<i>Name</i>	<i>Title</i>	<i>Date</i>
	Ashwini Kantak	Assistant City Manager	12/07/2020

IMPORTANT: The application must be signed by Public Works Director, Agency Manager or equivalent senior-level staff or his/her designee. Electronic signatures are acceptable.

PART 3: PROJECT DESCRIPTION

3.1 Does the project present any innovation in its project delivery? (Max. 20 points)

(a) What are the two most innovative aspects of your project? Please select two of the following:

☐ Unique partnership and/or funding arrangements, such as partnerships with other local agencies, innovative mobility providers, technology suppliers, and other partners.

☒ Flexible models of transit service delivery, such as on-demand bus and microtransit operations and/or flexible scheduling.

☒ Technical capabilities, such as:

- Integrated payment system,
- Incentives for traveler choices,
- Mobile application,
- On-demand software, and/or
- Real-time transit data.

☐ Innovative data sharing arrangement and/or data collection methods, such as

- Open data platform,
- Crowdsourcing information and/or incentive-based participation in data collection.

☒ Others; please briefly identify any other innovations in your project:

Note that we have selected three innovative aspects of our model, but we view our selection of "other additional innovations" as an extension of both the check boxes we selected above for "flexible models of transit delivery" as well as "technical capabilities."

For details of our additional innovations, please see the document entitled "Attachment 1. Narrative Responses, Measure B Innovative Transportation Grant Application"

See 3.1(a) Does the project present any innovation in its project delivery? (20 points)

Others; please briefly identify any other innovations in your project

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

(b) Please describe the innovations in your project, with consideration to the following:

- Is your project a new idea to Santa Clara County, i.e. not duplicative of other existing transit services?
- If your project provides on-demand service, how is it different from other existing on-demand operations?
- What organizations or agencies are you partnering with?
- Is your project market-ready? What are the expected utilities of your new service models, systems and/or technologies?
- Is your project replicable in other communities or transferable to other transportation agencies?
- What existing mobility challenge/difficulty does the project address? Does it provide any cost/time savings to existing conditions? Consider the impact of COVID-19 pandemics on transit.

While we understand that the general concept of on-demand transit was previously piloted by the VTA in the form of the Flex service, this service is no longer operational and thus there is no overlap between the proposed and current services. Though local bus routes operate in some of the same coverage area as the proposed demand-response service, the current bus lines only conveniently serve a percentage of the population of Milpitas. The proposed service would save not just time but also money for passengers that currently drive to the Milpitas BART station. Parking at the Bart station costs \$3 per day or \$50 per month with a pass. This is on top of the additional cost of gas and the time spent looking for parking in a sometimes rather busy lot. Taking the proposed on-demand service will be more convenient than driving and will save daily commuters potentially hundreds of dollars per year, which is particularly beneficial for lower income individuals.

Compared with Flex, Milpitas' new program will be similar only in that it is also an on-demand transit service; the zone, service model, and technological architecture powering the service are fundamentally different. The service model is specifically designed for connections with transit hubs, caters to the general public (including both ambulatory and mobility-limited riders), and uses a software that has best-in-class routing and passenger pooling capabilities. Other differences between Flex and our proposed service include: shorter travel times, app-based booking, real-time on-demand bookings, flexible vehicle itineraries, dynamic vehicle routing, improved passenger communication (in regards to vehicle location, ETAs, delays etc.), and full automation of the booking/scheduling/routing process.

The City of Milpitas has partnered with RideCo for the proposed service. RideCo will serve as the primary contractor and will oversee the day-to-day management of the service, subcontracting vehicle operations to Yellow Checker Cab Company. Yellow Checker Cab has been providing service in San Jose and the surrounding areas since 1938 and currently provides paratransit overflow services for the VTA in a number of cities. They are trusted for using only local, highly skilled drivers who undergo a rigorous training process and provide high quality customer service. RideCo will be in charge of ensuring the smooth operation of the service and overseeing the training and service performance of Yellow Checker Cab and its drivers.

Our proposed solution is currently market ready, and can launch in as few as eight weeks. Our technology partner has launched more than 30 demand-responsive microtransit services around the world and has worked with some of the largest transit agencies in the country, including Los Angeles Metro, Metro Houston, and San Antonio's VIA Metro. The proposed hub-and-spoke model has been proven successful in RideCo's on-demand service for Calgary Transit in Alberta, Canada by drastically reducing wait times for pickup and time spent transiting in vehicles.

The expected benefits of the proposed service model are to improve access to regional transit for residents of Milpitas and promote equity for all residents of the City by improving service coverage as compared to the current fixed bus routes. This new service will enable every resident to connect to express buses and trains heading to other cities while significantly increasing general mobility within the City itself. Another major benefit stemming from the proposed service is improved connectivity to the Metro Center Hub, an area of major economic development in Milpitas. Finally, the service will improve access to the industrial employment areas in the southwestern areas of the city, which currently have much lower levels of bus service compared to the rest of the City.

RideCo's services are highly customizable to the specifics of each zone in which they operate. This, coupled with their fleet partner's flexible vehicle supply, will allow the service to scale with ease if, in the future, ridership grows to where additional service vehicles are required to meet growing ridership demand. This type of on-demand service is easily replicable in other communities within the VTA's catchment area, as well as easily transferable to other transit agencies in nearby areas.

The flexibility of RideCo's service model has enabled the company to develop a proposed partnership with Milpitas that meets the transit demands of our different communities. The service model is based on an analysis of ridership demand, travel patterns, and municipal economic development strategy. The technology used can support other municipalities in the area considering an on-demand service, but each municipality will need to consider the service model that best suits their residents' needs. For instance, our target cost-per-passenger for this specific service is \$7 to \$9; this is only achievable due to the efficiencies created by the proposed hub-and-spoke service model. In another city of a different population, economic situation, and/or geographical layout, a hub-and-spoke microtransit service may not prove as effective.

This project addresses the existing mobility challenges of quickly transporting daily commuters to employment centers and transit hubs in Milpitas. Additionally, we propose to improve the quality of service for limited mobility riders requiring accessible service who take trips that connect with light rail or fixed-route express buses, by improving the booking process, modifying the routing and scheduling to on-demand, offering app-based booking, and by improving communication to passengers through real-time updates in app vehicle tracking.

Additionally, the proposed service can be scaled down easily to reduce operational costs even further in the event that ridership remains low or declines due to the ongoing pandemic.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

(c) How does your service help recover transit ridership during/after COVID-19 pandemic, in an innovative way?

Ridership on many VTA routes fell earlier this year due to the ongoing COVID-19 global pandemic. Ridership fell so drastically for some routes that the cost of operating these routes has become highly inflated despite some growth in ridership in recent months. Many daily bus riders began to work from home, while others took to driving to reduce their risk of COVID-19 infection, leaving only essential workers without access to vehicles as the primary bus riders in the Bay Area. The risk of infection associated with riding a public bus during the pandemic has made previously simple tasks like buying groceries or attending doctors' appointments a risky endeavor for many of our residents.

Many transit riders, especially daily commuters, are currently wary of taking the bus due to the risk of COVID infection. Our on-demand service will not only reduce in-vehicle times by approximately 50%, but the software we propose can be configured such that only a limited number of passengers are permitted in a single vehicle at once. This enables us to give riders confidence that their in-vehicle exposure risk will be much lower. The advanced technology that RideCo brings to its service model enables Milpitas to offer an affordable and convenient way to access higher frequency regional transit and entice riders back to public transportation.

By improving first-last-mile experiences across the entire City of Milpitas, the proposed service will ensure that essential workers can get to work during the pandemic and enable non-essential workers to access a transit program that minimizes their travel time while increasing their comfort levels (i.e., their feelings of safety and well-being). We believe that improving first-last-mile options is the single most important factor to not only regain lost ridership, but to attract new riders on existing fixed-route transit. As over 40% of Milpitas residents work outside the City, quick and reliable access to rapid transit is crucial for many residents to maintain their current employment levels; this is true for lower-income residents in particular. As an example of the efficacy of on-demand transit: RideCo's largest service in San Antonio, Texas saw a reduction in ridership of only 20% during the peak of COVID, which is significantly better than the average transit agency's reduction of over 50%.

A major innovation specific to RideCo's unique brand of on-demand transit is that service levels can be scaled up or down on very short notice to either reduce the cost of operating the service when ridership decreases or to increase levels of service when ridership increases post-COVID and into the future. The proposed service is highly flexible and allows for addition or removal of service vehicles to/from the road with short notice, which allows us to match vehicle supply to ridership demand on a day-to-day basis.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

3.2 Does the project provide any first/last mile connection to transit? (Max. 20 Points)

(a) Does/Will the project service accommodate bicycles on board?

☒ Yes ☐ No

(b) Where are the proposed pick-up/drop-off locations of your project service? Please list the cross streets or the point(s) of interest such as “ABC shopping center” or “XYZ medical plaza”. Also, please provide a map identifying the route(s) and pick-up/drop-off locations.

If your service is on-demand and has no fixed pick-up/drop-off locations, please provide a map identifying the service zone.

The proposed service is fully on-demand and dynamically routed, and as such has far too many possible locations for pickup and drop off to be listed. Instead, a map identifying the service zone and potential virtual stops has been attached to the end of this proposal. The stop locations on that map have been generally identified, but will be further configured and refined by RideCo's service design team upon contract award.

Virtual stops, rather than fixed stops, will be used for this service. The advantages of using virtual stops over alternative models are many and include: the ability to quickly add/remove/move stops; the fact that they do not cost anything to implement as existing landmarks and intersections serve as designated virtual stops; the fact that virtual stops group riders together for pickup, as opposed to a door-to-door service model which is far less efficient; and finally virtual stops can be placed essentially anywhere that is well-lit and safe to board, which helps to reduce walking distances to pickup locations.

Please provide the following data within the catchment area. *If you answered YES to (a):* The catchment area is calculated as **1 ½-mile actual biking distance** of the pick-up/drop-off locations. *If you answered NO to (a):* The catchment area is calculated as **½-mile actual walking distance** of the pick-up/drop-off locations.

REQUIREMENT: Attach a map identifying the connections to residential area, employment centers and transit within the catchment area.

Residents	
Number of residents:	84,184
Data source:	U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table DP05
Employment	
Number of jobs:	51,461
Data source:	California Employment Development Department (EDD), 2018



2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

Existing or planned regional rail stations¹
List the regional rail operators that serve or will serve the catchment area: Bay Area Rapid Transit (BART)
List the station names: Milpitas Station: 1755 S. Milpitas Blvd, Milpitas CA 94566
Existing or planned frequent transit stops/stations²
List the frequent transit lines that serve or will serve the catchment area: Route 60 Route 66 Route 70
List the stops locations/station names: Please see the document entitled "Attachment 1. Narrative Responses, Measure B Innovative Transportation Grant Application" See 3.2(b) Does the project provide any first/last mile connection to transit? List the stops locations/station names for frequent stops/stations:
Existing or planned local transit stops/stations³
List the local transit lines that serve or will serve the catchment area: Route 20 Route 44 Route 47 Route 71
List the stops locations/station names: Please see the document entitled "Attachment 1. Narrative Responses, Measure B Innovative Transportation Grant Application" See 3.2 (b) continued: List the stops locations/station names for local stops/stations:

1. Regional rail service includes Caltrain, ACE, Capital Corridor, and BART.
2. Frequent transit is 15 minute or better frequency from 6:30a to 6:30p, M through F, including VTA's light rail service. Refer to VTA's Regular Service map: <https://www.vta.org/go/maps>
3. Local transit includes all non-frequent transit.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

3.3 How does the project service benefit vulnerable/transit-dependent populations?

(Max. 20 Points)

- (a) Please describe the demographics to be served, their current local mobility challenges, and their needs for your transportation service.

Please see the document entitled "Attachment 1. Narrative Responses, Measure B Innovative Transportation Grant Application"

See 3.3 How does the project service benefit vulnerable/transit-dependent populations?

Part (a) Please describe the demographics to be served, their current local mobility challenges, and their needs for your transportation service.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

- (b) What is the estimated vulnerable/transit-dependent population, if any, within the catchment area of your project service (refer to the calculation of catchment area in section 3.2.b)? You should briefly explain the process of estimation.

Any individual that demonstrates one or more of these following characteristics is considered “vulnerable/transit-dependent”:

- Individuals with disabilities;
- Individuals with low-income (as defined by MTC - person living in a household with incomes less than 200% of the federal poverty level established by the Census Bureau);
- Individuals with no personal vehicles; and
- Youth as defined for VTA’s fare structure: [https://www.vta.org/go/fares#accordion-hide-youth-\(5-18\)](https://www.vta.org/go/fares#accordion-hide-youth-(5-18))

Note - You can find relevant tract-level data provided by MTC:

<http://opendata.mtc.ca.gov/datasets/mtc-communities-of-concern-2018-with-american-community-survey-data-2012-2016>

Milpitas is home to 6,266 individuals with disabilities, including cognitive difficulties, ambulatory difficulties, and self-care difficulties (Source: U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table S1810).

A “Low Income” individual, as defined by MTC, is a “person living in a household with incomes less than 200% of the federal poverty level established by the Census Bureau.” Based on this definition, there are 8,186 low income individuals living in Milpitas (Source: U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table S1701).

“Youth,” defined as individuals between the ages of 5 and 18 years old, number 9,761 in Milpitas (Source: U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table DP05).

2,691 residents in Milpitas do not have a vehicle (Source: U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table DP04)

Our estimation process: As there is no American Community Survey table that provides a direct answer to this query, a Census representative calculated 2,691 residents through some simple calculations using ACS table DP04 queried to Milpitas:

There were 874 households in Milpitas that did not have a vehicle in 2019. In 2019, there was an average of 3.23 persons per household in owner-occupied Milpitas homes.

In 2019, there was an average of 2.94 persons per household in tenant-occupied Milpitas homes.

$(3.23 \text{ people} + 2.94 \text{ people})/2 = 3.08 \text{ persons per household in Milpitas}$

$874 \text{ households without a vehicle} \times 3.08 \text{ persons per household in Milpitas} = 2,691 \text{ residents in Milpitas did not have a vehicle in 2019}$

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

- (c) How does the project address the mobility challenges in part (a) and better serve vulnerable/transit-dependent populations in part (b)?

The Milpitas OnDemand program will be available to all who live and work in the city. One benefit of this service is that it will enable better access to regional transit for commuters coming in and out of the city, however there is also a significant population of transit dependent individuals in Milpitas. In fact, of 84,184 residents, approximately 6,250 have a disability, 8,000 are considered low income, 9,700 are youth. Given that there is likely overlap in these communities, we estimate that approximately 1 in 5 residents are transit dependent.

We felt that a traditional first last mile service, providing connection only to high-frequency regional transit, would disproportionately serve the 40% of commuting residents who are less likely to be transit dependent. This was a major factor in our decision to propose the hub-and-spoke model, which creates the first-last mile connection while also providing increased intra-city mobility - specifically to frequently visited places.

Additionally, this service can supplement paratransit services by providing accessible transportation to people who have a disability or mobility challenges. Our fleet is designed to have enough accessible seats that a wheelchair passenger will get the exact same quality of service as an ambulatory passenger: an approximately 10-minute wait time and an on-board time mere minutes longer than a direct drive. Paratrasit users can rely on a fixed arrival time, providing them with greater predictability in their trips and better confidence in their plans.

We believe this is a major improvement in access and equity compared with the existing paratransit options in the City, especially since paratransit passengers can be registered to receive door-to-door service as opposed to the virtual stop/hub and spoke service.

3.4 Is the project service affordable for vulnerable/transit-dependent populations? (Max. 10 Points)

(a) What is the proposed fare structure of the project service?

Fare Type	Proposed Fare per Trip (\$)
Regular – Adult	\$2.5
Disabled	\$1
Low-income	\$1
Youth	\$1
Other types, please specify:	

(b) Please describe if the project offers any additional discount, i.e. with monthly passes or annual passes, or by different payment methods.

Currently, we have no plans to offer passes or discounts. However, these options are available should the city of Milpitas or the VTA wish to provide them. Our technology provider offers can offer numerous payment options including cash, credit, transit pass, & transfer. The app is also able to accommodate discounts through customizable coupon codes.

3.5 Does the project serve an underserved market? (Max. 10 Points)

An underserved market is a geographic area that currently has infrequent or no transit service. Please describe if the project:

- provides new or supplementary transit service to an underserved market; **OR**
- targets new markets currently not served such as specific commute patterns and/or early morning/late night service.

Although certain neighborhoods in Milpitas are well served by public transit, particularly near VTA's light rail stops and at the new BART station, much of the City is underserved. Several areas in the City are within a half mile of an existing or planned major transit stop or an existing stop along a high-quality transit corridor, which is defined as a corridor with fixed route bus service at intervals no longer than 15 minutes during peak commute hours. However, the entire eastern half of Milpitas, which houses many of the City's residents who primarily commute to other cities for work, lies outside these well-served areas. Our proposed service will not only minimize the distance from transit, but also shorten wait times for underserved areas.

Additionally, several key employment centers along the western edge of the City are also underserved by public transit, including McCarthy Center, California Circle, and part of the Southwestern Employment Area. Per VTA's Vehicle Miles Traveled (VMT) data, workers in these employment centers drive to work significantly more than the average employee in Santa Clara County. Furthermore, both residents and employees in many neighborhoods that are well served by transit still drive more than the average resident or employee in Santa Clara County, and especially in the northern half of the City. This demonstrates the need for better first-last-mile connections to encourage residents and employees to utilize existing transit services.

As Milpitas continues to prioritize housing and jobs growth near transit and existing employment centers through its long-range planning efforts, it is critical to ensure that on demand first-last-mile connections are in place to complement, support, and fully leverage the City's existing bus and rail services. Milpitas is currently updating its Metro Specific Plan to accommodate significant additional development around the new BART station and implement active transportation infrastructure to complement future transit-oriented development. The City anticipates receiving a Regional Housing Needs Allocation (RHNA) of 6,000 to 7,000 units for the upcoming RHNA cycle, most of which will be accommodated in the Metro Specific Plan. The Metro Specific Plan will also create an innovation district to facilitate development of office/manufacturing flex space and increase the development capacity of office and commercial land uses by approximately 2,087,075 square feet. Furthermore, Milpitas is updating its General Plan, which will prioritize new development in various opportunity areas throughout the City.

The four hubs of RideCo's service model will align with these opportunity areas where the demand for public transit will likely be the highest due to increased development density and housing and jobs growth. With an increasing residential population and workforce with varying transportation needs and commute times, Milpitas is in need of a flexible and complementary transportation service to make greater use of its existing public transit services and facilitate the shift from auto dependency to a balanced multimodal transportation network. RideCo's on demand first-last-mile service makes the best possible use of the relocated BART station, filling an important gap in the existing transportation network to ensure that Milpitas' growth will be accompanied by an increase in net transit ridership.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

3.6 Project Timeline (Max. 5 Points)

(a) Have you completed a feasibility/planning study?

☒ Yes ☐ No

(b) Have you secured vehicles, equipment, and/or labor services required for the project?

☒ Yes ☐ No

(c) Have you launched the project service? If not, when do you expect to launch the service? If you answer No to (a) and/or (b), please provide an estimated timeline of project delivery (in Month/Year), including the completion of a feasibility/planning study and vehicles, equipment and labor services procurement.

Should the City of Milpitas be awarded the funds for this project through this grant proposal, we will have the service ready to launch within 14 weeks of award. We have a partnership in place with RideCo, which in turn has an agreement in place for fleet operations (vehicles, maintenance, drivers, etc.) with Yellow Checker Cab Company. Based out of San Jose, Yellow Checker Cab has been providing service in San Jose and the surrounding areas, including Morgan Hill, since 1938, and is currently a partner of the VTA for paratransit overflow services in a number of cities.

A detailed timeline has been included as an attachment.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

3.7 Project Cost (Max. 10 Points)

2016 Measure B Fund Request	\$1,084,732
Non-2016 Measure B Funds	\$271,183
Total Project Cost (in current dollar) ¹	\$1,355,916
% Non-2016 Measure B Contribution ²	20%

Notes:

1. Total project cost includes both capital cost and operating cost, as well as other miscellaneous costs.
2. % Non-2016 Measure B contribution should be calculated as (Non-2016 Measure B funds/Total Project Cost) x 100%.

You must attach a breakdown of cost estimates, including capital costs and operating costs. List all your assumptions.

Please list any existing or anticipated Non-2016 Measure B fund sources if known.

The City will provide a 20% local match to help fund the program. The two Non-2016 Measure B fund sources are described below.

1. Developer contribution: The City received a \$200,000 contribution from Embarcadero Capital Partners (ECP) and Bride Development to fund a future shuttle program following the Partial Assignment and Assumption Agreements for an industrial development project on McCarthy Boulevard.
2. Staff time: The City will also contribute staff time equivalent to 5% of the grant amount to complete administrative, marketing, reporting, and data collection tasks.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

3.8 Cost-effectiveness (Max. 15 Points)

(a) Please provide the following estimates:

Project Duration for 2016 Measure B Fund Request	18 months
Total Operating Cost	\$1,280,916
Total Forecasted Ridership (passenger trips)	approximately 150,000
Estimated cost per passenger trip	\$8.54

Note: "Estimated cost per passenger trip" is calculated as "total operating cost" divided by "total forecasted ridership" in the duration.

(b) Please describe the methodology of estimating the total operating cost (excluding capital costs), with data sources if any. Consider the impact of COVID-19 on operations and list all assumptions.

Our partner RideCo was able to provide us with a total operating cost budget.

Provided below is an explanation of their estimate, which is also attached:

Vehicle operations are the most expensive component of the proposed service. RideCo worked with Yellow Checker Cab to identify the hourly operating cost of one vehicle - including all labor, maintenance, amortization, and other expenses.

The total operating cost of the vehicles is equal to (hours of service per day) * (number of vehicles in operation) * (days of service per year) * (per-vehicle hourly cost).

RideCo prices their services and software on the same basis - a fully loaded cost per vehicle hour. The same calculation can be made here.

By adding these two amounts together (vehicle costs and software costs) and folding in the marketing budget, we arrive at the total operations budget for one year.

The full financial breakout can be seen in the attachments.

2016 Measure B

Innovative Transit Service Models Competitive Grant Application (Rev.10.05.2020)

- (c) Please describe the methodology of ridership forecast with data sources if any. If your project is in operation, please also provide existing ridership. Consider the impact of COVID-19 on ridership and list all assumptions.

Ridership projections were developed through a variety of data sources. This data includes, but is not limited to:

- VTA Boardings by Stop (see attached Spreadsheet)
- VTA fixed-route ridership
- Census population & employment data
- Income distribution map of Milpitas residents
- Microtransit ridership of similar RideCo & competitor projects
- Expected net new ridership of surrounding geography

By analyzing these and similar data sources, we are able to confidently project a range for expected daily patronage.

We are able to model the number of vehicles to be operational at launch and at full-scale service by confidently forecasting ridership expectations and carefully executing a marketing & communications plan.

We started with an analysis of the available ridership data. Specifically, we looked at the average number of daily boardings at the stops near our identified hubs from February 2020. This provided us a clear baseline for the trip volume to our hub locations. Recognizing that boardings only represent “First Mile” trips, we doubled the number to account for the return or “Last Mile” trips. This provided us with a total potential trip volume of 8,000 rides pre COVID-19 – if we assume a 100% conversion rate (i.e., the percent of riders who use the service to access connecting transit). We then looked at the conversion rate experienced by RideCo in other first-last-mile services they operate and arrived at an estimate of 417 rides per day to and from our Hub locations.

We then looked to validate this estimate by cross referencing general public transit ridership per capita for the surrounding geographic region. In this way, we were able to confidently predict an expected range for daily ridership.

We recognize that it takes time for riders to adopt the new service and have assumed a six month ramp-up period that is in line with the rate of adoption seen in other on demand programs.

On demand microtransit projects across North America have indicated that with effective marketing, daily ridership can be accurately projected with just two metrics for the catchment area: population and job count. In general, medium-low household income levels show the highest conversion to using on-demand transit.

The impact of COVID-19 cannot be understated. Our ridership projection methodology was adapted to take into account the influence of the current global pandemic. Analysis of the VTA network and peer agencies/cities provides our team with an understanding of COVID's true impact, and is a strong consideration when finalizing early-stage and full-maturity demand projections. The ridership projections can be found in the attachments

PART 4: ATTACHMENTS

- **Required attachments:**
 - ☒ Project service map
 - ☒ Catchment area map – identify connections to residential areas, employment centers, and existing transit
 - ☒ Project cost estimates – identify capital costs and operating costs breakdown
- **Optional attachments:**
 - ☒ Project executive summary
 - ☒ Ridership data (if applicable)
 - ☒ Feasibility/planning study - executive summary
 - ☐ Documentation of vehicles, equipment, and/or labor services acquisition
 - ☒ Other (please specify):

Additional optional attachment: A detailed timeline of proposed activities

PART 5: SUBMISSION

The application packet will be accepted via email to 2016MeasureB@vta.org.

- Subject Title: 2016 MB Innovative Transit Application – *Your Agency Name, Abbreviated Project Name*
- For questions, please email: Nicole He (nicole.he@vta.org) or Triana Crighton (Triana.crighton@vta.org)
- Format: Every effort should be made to convert the completed application form and all scanned files to PDF format with optical character recognition (OCR).
- Application Package: Please minimize the application packet size (max. 25MB) for emailing. You may provide a direct download link if the package size is over 25MB.

Attachment 1. Narrative Responses, Measure B Innovative Transportation Grant Application

Part 2: Project Information & Eligibility

Description of transportation services provided

The City of Milpitas, in partnership with RideCo, will implement an on-demand microtransit system that operates citywide. This will be a significant coverage increase compared to the existing VTA fixed bus routes and will provide service to a larger percentage of our local population than the current fixed routes alone.

The proposed microtransit service will function using a "hub and spoke" model, an innovative new type of service model designed by RideCo. Compared to a traditional first-last-mile service, hub and spoke is far more flexible and covers a larger number of hub destinations, including transit centers but also employment centers and shopping centers. Hub and spoke provides the high productivity of a first-last-mile service while providing riders with more mobility options. Riders will be able to book trips from any one of nearly a hundred virtual stops across the City to any one of four "hub" locations, including City Hall, Metro Center Hub, Alder Station, and Milpitas Transit Center. Alternatively, riders can book trips from any one of these hubs to any virtual stop, or from one hub to the next.

Riders are restricted to traveling to or from one of four hubs. Three of the hubs provide connections to high frequency transit, and one (City Hall Hub) will create additional mobility in the network. All four hubs are within easy walking distance (1/2 mile) of housing, jobs, and services.

Service hours for the proposed service will match those of the current VTA fixed bus routes in Milpitas, and will change accordingly if VTA service hours in Milpitas change at any point in the future. Riders anywhere in the City will be able to walk to their nearest virtual stop in under five minutes, whereas many of our residents currently have to walk upwards of 20 minutes to reach the nearest available bus stop, rendering daily VTA bus trips impractical.

Additionally, whereas riders of the current VTA bus routes may wait 20 minutes or more between buses (per current headways on routes within Milpitas), our proposed on-demand transit system will never make riders wait more than 15 minutes; on average, riders will actually wait closer 10 minutes or less for pickup. Similar to app-based ridesharing services, hub locations will provide "front-door service," and virtual stops are sufficient in number and suitably located to improve upon current fixed route service.

This service will operate using seven minivans, three of which will be fully ADA-accessible, and will primarily serve daily commuters who work at or near the four identified hubs, as well as commuters who take fixed-route transit to and from work

each day. The app will offer seat selection options for mobility-limited riders/wheelchair users as well as standard seat types for ambulatory passengers.

The intent of this project is to improve the level of transit service for commuters (while also accommodating disabled and transit-dependent residents), by supplementing the fixed VTA bus routes with an on-demand app-based microtransit service that offers faster trips, shorter wait times, and an easy and secure way to book rides.

3.1(a) Does the project present any innovation in its project delivery? (20 points)

Others; please briefly identify any other innovations in your project

The first innovative aspect of our proposal is the “hub and spoke” addition to the traditional point-to-point on-demand service model. We understand that demand responsive transit has been around for a number of years and may not be considered inherently innovative. However, the proposed service model is an innovation on traditional first-last mile service in its ability to transport riders not just to a single “hub,” but to four hubs (i.e., transit and major employment centers). This style of service can also allow passengers to travel to multiple “spokes” via a hub location without having to book two separate trips. This model, developed by RideCo’s team, has been deployed in Calgary, Alberta with great success, and will be used in our proposed service to improve the passenger experience and the productivity of the service. Our hub-and-spoke model is also innovative in its ability to target the first-last-mile challenge for commuters by grouping passengers heading to the same hub and by only permitting trips to or from these hubs. Another innovative feature of the service is that RideCo’s software schedules trips based on arrival time rather than departure time, which allows for “time channeling,” or seamlessly aligning arrival times of trips with departure times of fixed route bus and trains. This makes it invaluable to commuters and riders who need to be at work at specific times.

This service will improve connectivity to the brand new Milpitas Transit Center and BART Station for connection with fixed route transit heading out of the City while also significantly reducing travel time for workers at local employment centers. Over 40% of Milpitas residents work outside of the City, which means that high-quality connections to commuter trains and buses is crucial to the long-term stability of our local economy. Enhancing transit ridership will help minimize traffic congestion and will offer commuters an attractive alternative to driving and paying for parking.

Currently, residents are accustomed to fixed route bus service characterized by up to 30-minute headways, long on-board times, and limited direct access to fixed-route express transit. Furthermore, para-transit users experience unpredictable wait times and on-board times. With the proposed on-demand system, however, coverage, wait times, and in-vehicle times will all improve dramatically. The on-demand service will improve coverage within the city by approximately 20%, wait times by up to 15 minutes, and in-vehicle times by up to 15 minutes. This is competitive with single-occupancy trips within town and to transit, taking just a few minutes longer than driving solo and

significantly improving trip times for daily commuters. The overall result is a more efficient and user-friendly transit system that will ultimately grow net ridership.

The second innovative aspect pertains to the technical capabilities of the RideCo platform. Their system enables the complete automation of the booking, scheduling, and creation of vehicle itineraries. Unlike the other microtransit companies we evaluated, RideCo's system operates with a "search-and-book" model, wherein trips are scheduled into the system's tentative itinerary at the time of booking; this itinerary is then re-optimized every 30 seconds. As new trips come in, traffic and weather conditions change, or a vehicle breaks down, the system re-optimizes and re-builds the schedule in the background without manual intervention. This approach is different than any other microtransit companies we evaluated, in that they all operate truly on-demand (i.e., when someone requests a ride a car comes as quickly as possible). There are two primary results to this innovative technical approach: excellent vehicle productivity and a promise to get riders to the destinations on time every time.

Because RideCo maintains and re-optimizes a tentative schedule, they are able to build and manage more efficient shared routes. This has a significant impact on per-passenger costs, as we demonstrate below. In addition, RideCo's tech enables them to offer a guaranteed "arrives before" times with each booking. Because their system bases trips on arrival times, they can ensure seamless multimodal trips between on-demand and VTA's fixed-route mode of transit. RideCo's software can also power hybrid services to serve both public transit riders and paratransit trips with the same vehicle and service parameters, which promotes rider equity.

Additionally, all service data is available through a real-time dashboard for ease of monitoring the service and for use in future transit planning. The software allows riders to pay in a variety of ways including cash, credit/debit cards, and any applicable VTA fare media. Passengers can book trips easily through the Milpitas mobile and web applications. Riders are offered multiple options in terms of pickup and drop-off times and locations, fare payments, on-demand or pre-scheduled bookings, and even seat type selection (e.g., luggage, child strollers, or wheelchairs).

3.2(b) Does the project provide any first/last mile connection to transit?

List the stops locations/station names for frequent stops/stations:

Route 60: Milpitas Transit Center (bay 8) Montague Expy & Trade Zone Blvd

Route 66: Main St & Montague Expy, Main St & Cedar Way, Main St & Abel St, Great Mall Pkwy & McCandless Dr, Milpitas Transit Center (bay 2), Milpitas Transit Center (bay 13), Great Mall Pkwy & Montague Expy, Great Mall Pkwy & McCandless Dr, Main St & Great Mall Pkwy, Main St & Curtis Ave, Main St & Curtis Ave, Main St & Corning Ave, Main St & Sinnott Ln, Main St & Serra Way, Main St & Calaveras Blvd, Weller Ln & Main St, Abel St & Penitencia St, Jacklin Rd & Milpitas Blvd, Jacklin Rd & Jacklin Pl, Escuela Pkwy & Jacklin Rd, Escuela Pkwy & Milpitas High School, Washington Dr &

Escuela Pkwy, Arizona Ave & Washington Dr, Arizona Ave & Coelho St, Arizona Ave & Boulder St, Dixon Rd & Arizona Ave

Route 70: Landess Ave & Park Victoria Dr, South Milpitas Blvd & Montague Expy, Milpitas Transit Center (bay 2), Milpitas Transit Center (bay 11)

List the stops locations/station names for local stops/stations:

Route 20: Milpitas Transit Center, Montague & Great Mall, Montague & McCandless, Montague Expressway & Main

Route 44: Milpitas Transit Center, Montague & Great Mall, McCandless & Montague, McCandless & Lee, McCandless Drive, Milpitas, McCandless & Canal, Great Mall & McCandless, Great Mall & Main, South Main Street, Milpitas, Great Mall & Abel, Alder & Tasman, McCarthy & Alder, McCarthy Boulevard, Milpitas, McCarthy & Bellew, McCarthy Boulevard, Milpitas, McCarthy & Ranch, Ranch & McCarthy Walmart

Route 47: Milpitas Transit Center, Montague & Milpitas Boulevard, Park Victoria & Landess, Park Victoria & Clear Lake, Park Victoria & Yellowstone, Park Victoria & Lassen, Park Victoria & Yosemite, Park Victoria & Edsel, Calaveras & Park Victoria, Calaveras & Hillview, Calaveras & Milpitas, Abel & Weller, Main & Milpitas Library, Main & Serra, Serra & Calaveras, McCarthy & Ranch, Ranch & McCarthy Walmart

Route 71: Milpitas Transit Center, Montague & Milpitas Boulevard, Landess & Morrill, Landess & Ashwood, Landess & Corktree, Landess & Paris, Landess & Edgehill

3.3 How does the project service benefit vulnerable/transit-dependent populations?

Part (a) Please describe the demographics to be served, their current local mobility challenges, and their needs for your transportation service.

Milpitas boasts a diverse population with specific transportation needs. This project will serve the entire population of Milpitas (pop. 84,184), including all its 26,904 vulnerable and transit-dependent residents, defined by VTA as individuals with disabilities (6,266), individuals with incomes less than 200% of the Census Bureau's federal poverty level (8,166), individuals with no personal vehicles available (2,691), and youth that qualify for VTA's fare structure (9,761). Of the 6,266 individuals with disabilities, 162 (2.5%) were between 5 to 17 years old, 2,103 (33%) were between 18 and 64 years old, and 4,000 (63%) were 65 and older. 1,034 of Milpitas' employed workers in 2019 reported having a disability (source below). Seniors (65 and over) represent the majority of individuals with hearing disabilities (1,425 or 80% of all individuals with hearing difficulties), vision disabilities (700 or 58% of individuals with vision difficulties), cognitive difficulties (1,726 or 68% of individuals with cognitive difficulties), ambulatory difficulties (2,663 or 80% of individuals with ambulatory difficulties), and self-care difficulties (1,744 or 80% of individuals with self-care difficulties).

The City also has a poverty rate of 8% of households living at or below the federal poverty level. For low-income households in the San Francisco Bay Area, cost is a significant barrier to vehicle ownership, with just 73% of low-income households reporting having access to a vehicle, compared to 94% of higher-income households. Low-income commuters carpool to work more often than higher-income workers (17% compared to 12% of all other workers) and take the bus to work more often than higher-income commuters (12% compared to 5%). Whereas low-income and higher-income workers that drive to work have largely the same commute times, low-income workers that rely on transit have significant shorter work commutes compared to higher-income transit commuters (source below). Furthermore, nearly 25% of Milpitas' population is under the age of 18. Of the 9,761 youth that qualify for VTA's fare structure between 5 and 19 in Milpitas in 2019, 35% were between 5 to 9 years, 28% were between 10 to 14 years, and 34% were between 15 to 19 years old. For the 2,737 Milpitas youth between 16 to 19 years, 28% reported participating in the labor force (source below).

The current local mobility challenges of these vulnerable/transit-dependent populations and their needs for this transportation service are heightened by citywide demographic trends and the growing need for first/last-mile connections. According to the US Census, Milpitas is the 2nd fastest growing city in California. Since 2010, the population of Milpitas has grown by 16%. As the population has grown, so has the number of jobs, with an estimated 38% increase in jobs from 2010 to 2017. On an average weekday, the daytime population nearly doubles as people travel from across the region to major employers in the City. As Milpitas' roads become more congested due to the increasing daytime and nighttime population, the demand for alternative modes of travel is increasing.

Although the City is currently updating its Trails and Bikeways Master Plan to create an all ages and abilities active transportation network in Milpitas, fewer than 3% of residents walk or bike to work today. Milpitas is home to several primary through-ways, such as the rail line, I-680, I-880, and State Route 237, which create barriers to safe bicycle and pedestrian travel across the City, especially for the vulnerable/transit-dependent population. Additionally, Milpitas' suburban development pattern is accompanied by a series of high-speed roadways that are difficult to navigate and cul-de-sacs that limit connectivity within and among neighborhoods. Despite the significant vulnerable/transit-dependent population in Milpitas, the currently challenged active transportation network, and the presence of a public transit network supported by bus and light rail service, only 2.5% of the working population commutes via public transportation today. The limited transit ridership is indicative of the need for a more robust and seamless public transit network. Frequent bus service is limited across the City and most existing routes run north to south and light rail stops are concentrated in southern Milpitas. Furthermore, first/last-mile connections to and from the new Milpitas BART station are needed to better connect Milpitas to the rest of the region.

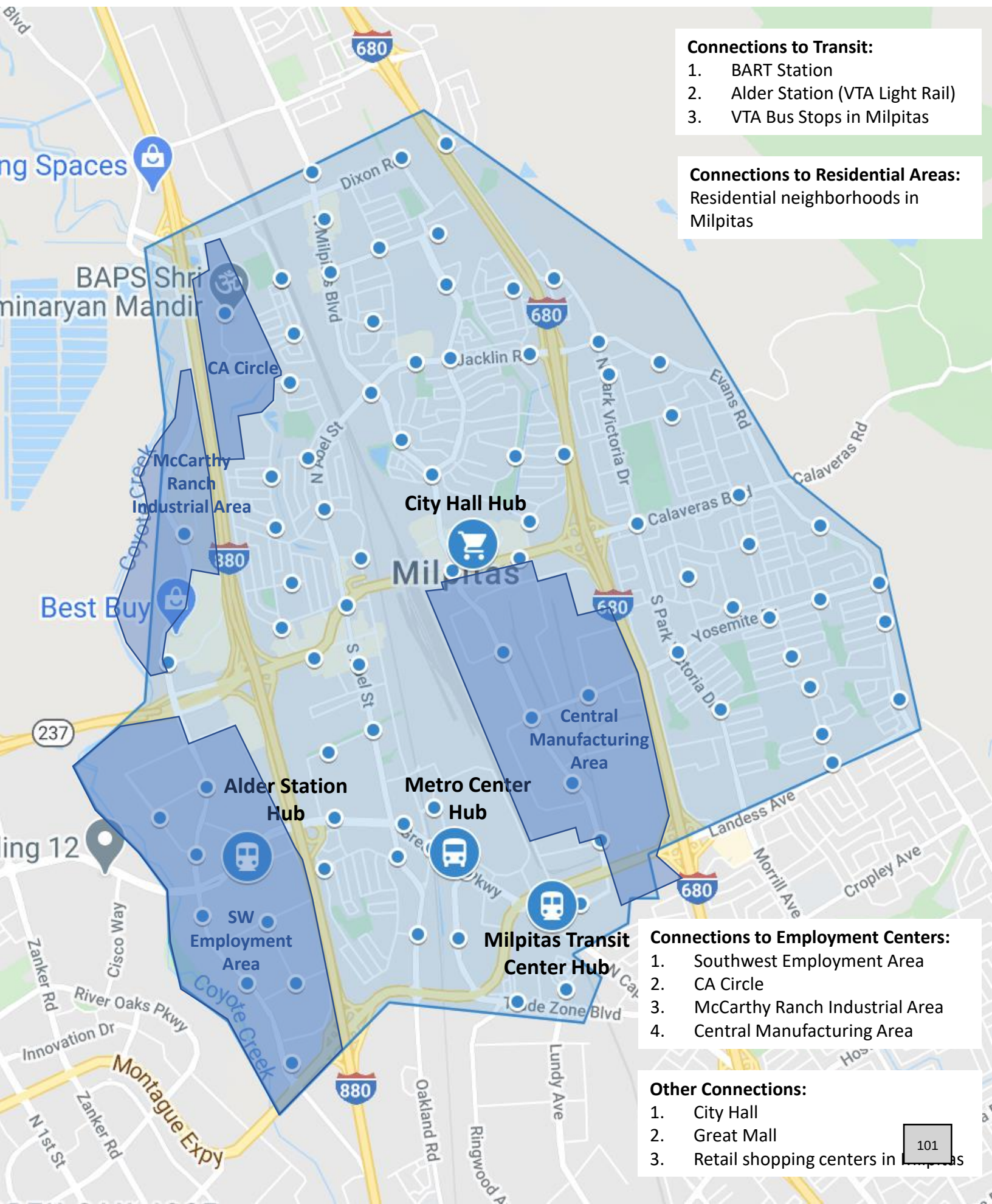
Milpitas' vulnerable/transit-dependent population, which makes up 32% of the City's entire population, is in need of and would greatly benefit from better first/last-mile connections to existing bus and light rail services, even in the face of the pandemic.

Those who continue to utilize public transit during the pandemic tend to be transit-dependent riders who lack access to a car or other modes of transportation. RideCo's on-demand service model will help meet the mobility needs of the vulnerable/transit-dependent population by providing a safe and convenient mode to access Milpitas' existing public transit network.

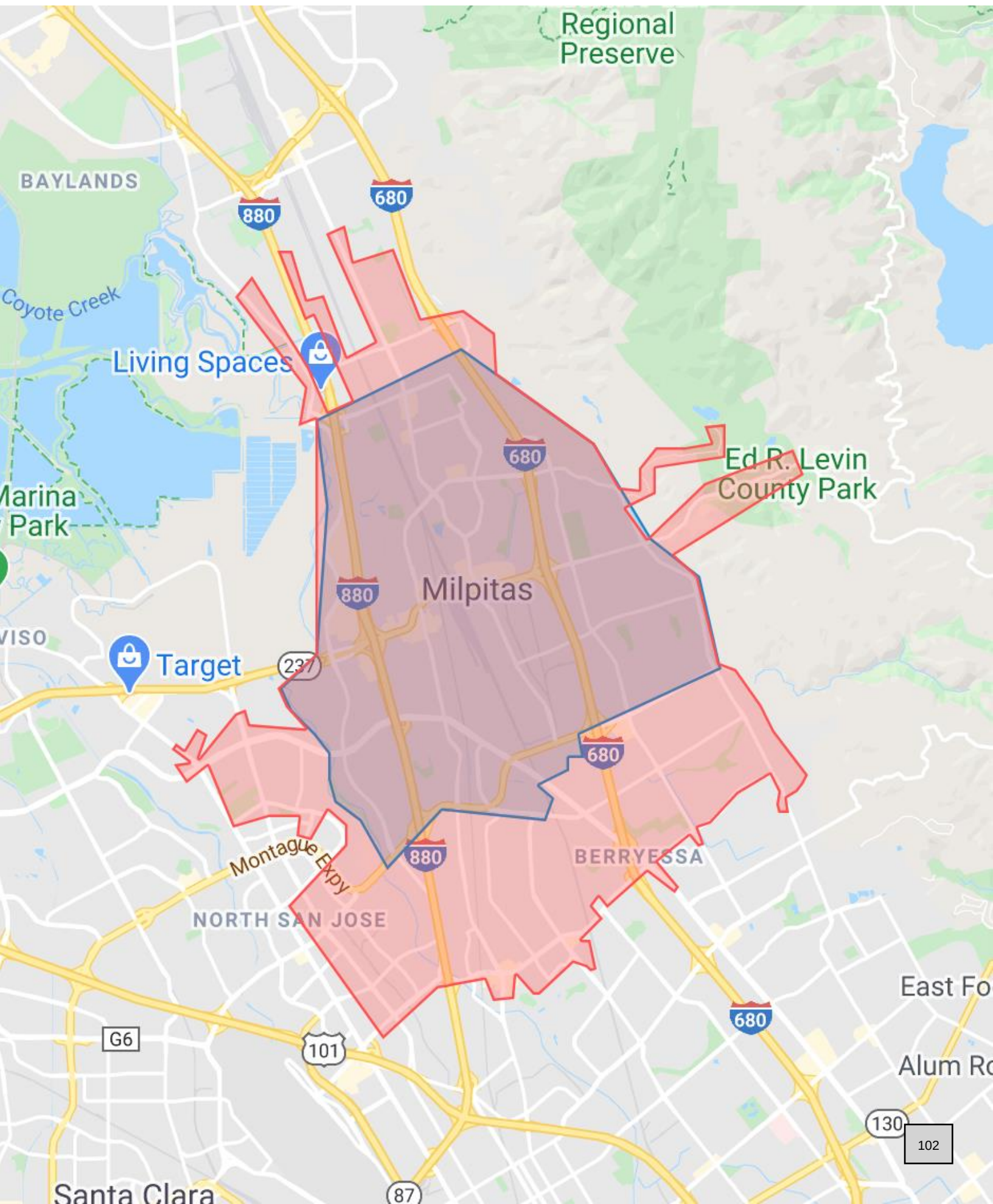
Sources for 3.3(a):

1. U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table C18120
2. Rice, L.: Transportation spending by low-income California households: Lessons for the San Francisco Bay Area. Public Policy Institute of California, San Francisco (2004)
3. U.S. Census Bureau, 2019 American Community Survey 1-Year Estimates, Table S2301

Project Service Map



Catchment Area Map



PROJECT COST ESTIMATES

Ridership

Population	80,000
Total Potential Ridership	420.00
Fare	\$ 2.50
Rides Per Day	417

Service

Daily Hours	12
Service Days per Week	5
Service Days per Year	260
Annual Hours	3120
Vehicles	7

Financial

Hourly Vehicle Operations and Software Cost	\$ 34.00
RideCo Hourly Cost	\$ 5.10
Gross Annual Operations Budget	\$ 853,944.00
Marketing	\$ 75,000.00
Total 1 Year Budget	\$ 928,944.00
Total 18 month Budget	\$ 1,355,916.00
Total 24 Month Budget	\$ 1,782,888.00

12 Month Scenario

Measure B Request	\$ 743,155.20
Local Match Contribution (20%)	\$ 185,788.80
Fare Recovery Estimate (Conservative)	\$68,400.00
Net Cash Contribution	\$ 117,388.80

18 Month Scenario

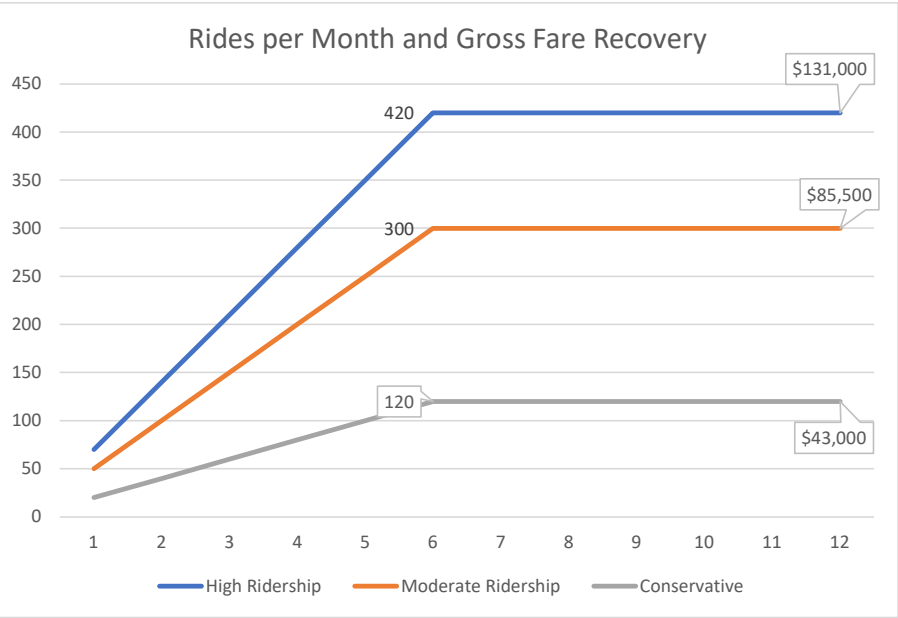
Measure B Request	\$ 1,084,732.80
Upfront Local Match Contribution (20%)	\$ 271,183.20
Fare Recovery Estimate (Conservative)	\$111,600.00
Total Net Cash Contribution	\$ 159,583.20

24 Month Scenario

Measure B Request	\$ 1,426,310.40
Upfront Local Match Contribution (20%)	\$ 356,577.60
Fare Recovery Estimate (Conservative)	\$154,800.00
Total Net Cash Contribution	\$ 201,777.60

Ramp-up Months:	6
Ticket Price	\$2.50
Days in Month	24

	Daily Ridership		
	420	300	120
First-Year Recovery	\$239,400.00	\$171,000.00	\$68,400.00
Second-Year Recovery	\$302,400.00	\$216,000.00	\$86,400.00
Month	High Ridership	Moderate Ridership	Conservative
1	70	50	20
2	140	100	40
3	210	150	60
4	280	200	80
5	350	250	100
6	420	300	120
7	420	300	120
8	420	300	120
9	420	300	120
10	420	300	120
11	420	300	120
12	420	300	120



Vehicle Operations Analysis

Ford Transit Hourly Cost	\$ 48.00
Minivan Hourly Cost	\$ 34.00
Weekday Service Hours	12
Weekend Service Hours	0
Weeks Per Year	52
Software %	15%

WEEKDAY ONLY

	TRANSIT	MINIVAN
Annual Budget	\$ 858,000	\$ 856,000
Weekday Hours	12	12
Days	5	5
Weekly Hours	60	60
Annual Hours	3060	3060
Vehicles	5	7
Average Daily PVH	7	5
Supportable Daily Ridership	420	420
Supportable Annual Ridership	107,100	107,100
Peak PVH Target	10	7
Actual Budget	\$ 844,560.00	\$ 837,522.00
Cost Per Pax	\$ 7.89	\$ 7.82

WEEKDAY AND WEEKEND

	TRANSIT	MINIVAN
Annual Budget	\$ 856,000	\$ 856,000
Weekday Hours	12	12
Weekend Hours	0	0
Weekly Hours	60	60
Annual Hours (51 wks /yr)	3060	3060
Vehicles	5	7
Average Daily PVH	5.5	4.5
Supportable Daily Ridership	330	378
Supportable Annual Ridership	84,150	96,390
Peak PVH Target	10	6
Actual Budget	\$ 844,560.00	\$ 837,522.00
Cost Per Pax	\$ 10.04	\$ 8.69

Project Executive Summary

The city of Milpitas, in partnership with RideCo are pleased to submit our response to the Santa Clara County Valley Transportation Authority (VTA) Call-for-Projects for the 2016 Measure B Innovative Transit Service Models Competitive Grant Program for FY 2020-FY 2021. Milpitas is requesting funds to operate an innovative OnDemand Program providing robust First and Last Mile service to residents, workers, and visitors of Milpitas.

The primary goal of the program is to take best advantage of the new BART connection within the City of Milpitas at the new Milpitas Transit Station. The proposal is to promote transit ridership by providing an alternative to the challenges of the automobile commute on congested Bay Area freeways and other major transportation corridors by offering a more convenient service for many of the 40 percent of City residents who work outside of the City. The objectives to reach this goal also include providing a new opportunity for moving around the Bay Area region by those who do not have a car or do not wish to use it. An additional objective is to connect residents, workers and visitors with City services available at City Hall.

As the City continues to prioritize development near transit and existing employment centers, a more convenient transit service is needed to complement, support, and fully leverage the City's existing bus and rail services. Milpitas is currently updating its Metro Specific Plan to accommodate over 5,000 residential units and 2,000,000 square feet of commercial/office space around the new BART station and implement active transportation infrastructure to complement this transit-oriented development. With an increasing residential population and workforce with varying transportation needs and commute times, Milpitas needs a flexible and complementary transportation service to facilitate the shift from auto-dependency to a balanced multimodal transportation network. RideCo's service will fill an important gap in the existing transportation network to help achieve this goal.

We are proposing a Hub and Spoke service model – an innovative variant of a traditional First Last Mile program that provides flexible and convenient mobility to and from and between transit hubs and key points of interest. In this case, 4 “hubs” have been selected. Three are located at key transit stations and one is in the city center. “Spokes” are placed city wide such that every resident is within a ¼ mile or a 5-minute walk of a predetermined virtual stop on the “spoke”. Riders will be able to take OnDemand rides from any spoke to one of the hubs, or from one of the hubs to any spoke, or from one hub to another (e.g., from a transit stop to City Hall). Ride service efficiency objectives dictate that riders cannot travel between spokes directly, as there are other services for that type of a trip. This model varies from traditional first-last mile in that hubs are not necessarily restricted to a single transit connection. Instead, they are intelligently selected based on existing and new travel demands. The primary goal is served by selecting hubs that will naturally capture more than 85% of trips. This model intelligently blends the efficiency of a first last mile program with the convenience of a

city wide OnDemand service.

The Santa Clara VTA will be just the second transit agency globally to launch such a program. This type of service was launched by RideCo in Calgary, Alberta with great success.

We look forward to piloting this innovative First Last Mile Service and trust that it will prove to be a valuable model to serve other communities with the Santa Clara Valley.

RIDERSHIP DATA

Ridership Summary

Hub	Average Daily Boardings	
Alder Station		286
Great Mall Station		1936
Milpitas Transit Center		1563
City Center		382
Total Supportable Ridership (100% Conversion)		8334
Assumed Covid Reduction (50%)		4167
Projected Daily Ridership at Scale		417
Total Projected Ridership		150,019.20
Total 18 Month Operating Cost (excludes marketing)	\$	1,280,916.00
Estimated Cost Per Passenger	\$	8.54

City Hall Hub (Boardings Daily)

Stop Lat	Stop Lon	Category	Day	LRT Direction	Route Proper	Stop Desc	STOP ID	Stop Name Proper	Stop or Station or Rapid	Stop Type	Average Daily Alightings	Average Daily Boardings	Size
37.433469	-121.90867	Local	Weekday		47	Westbound	61393	Weller & Main	Bus Stop	Bus Stop	2.6	17.4	20
37.428781	-121.90632	Local	Weekday		47	Northbound	61391	Main & Serra	Bus Stop	Bus Stop	4.1	6	10.1
37.431306	-121.90705	Local	Weekday		47	Northbound	61392	Main & Calaveras	Bus Stop	Bus Stop	2.75	11.6	14.35
37.42757	-121.90908	Local	Weekday		47	Eastbound	61390	Serra & Abel	Bus Stop	Bus Stop	3	12.45	15.45
37.42767	-121.90939	Local	Weekday		47	Westbound	61399	Serra & Calaveras	Bus Stop	Bus Stop	5.2	1.05	6.25
37.432416	-121.90755	Local	Weekday		47	Southbound	61397	Main & Milpitas Library	Bus Stop	Bus Stop	5.6	1.6	7.2
37.428734	-121.90643	Local	Weekday		47	Southbound	61398	Main & Serra	Bus Stop	Bus Stop	1.9	1.85	3.75
37.433076	-121.90943	Local	Weekday		47	Northbound	65704	Abel & Weller	Bus Stop	Bus Stop	3.3	0.3	3.6
37.432416	-121.90755	Frequent	Weekday		66	Southbound	61397	Main & Milpitas Library	Bus Stop	Bus Stop	29.3	56.2	85.5
37.424785	-121.90545	Frequent	Weekday		66	Southbound	63241	Main & Corning	Bus Stop	Bus Stop	11.3	12.7	24
37.426792	-121.90595	Frequent	Weekday		66	Southbound	63240	Main & Sinnott	Bus Stop	Bus Stop	9.8	4.65	14.45
37.433875	-121.90767	Frequent	Weekday		66	Southbound	62466	Main & Weller	Bus Stop	Bus Stop	7.4	3.3	10.7
37.428734	-121.90643	Frequent	Weekday		66	Southbound	61398	Main & Serra	Bus Stop	Bus Stop	7.1	26.1	33.2
37.433469	-121.90867	Frequent	Weekday		66	Westbound	61393	Weller & Main	Bus Stop	Bus Stop	5.75	9.8	15.55
37.431306	-121.90705	Frequent	Weekday		66	Northbound	61392	Main & Calaveras	Bus Stop	Bus Stop	37.65	7.55	45.2
37.428781	-121.90632	Frequent	Weekday		66	Northbound	61391	Main & Serra	Bus Stop	Bus Stop	20.6	6.05	26.65
37.42506	-121.90538	Frequent	Weekday		66	Northbound	63238	Main & Corning	Bus Stop	Bus Stop	12.25	10.1	22.35
37.426257	-121.90568	Frequent	Weekday		66	Northbound	63239	Main & Sinnott	Bus Stop	Bus Stop	4.55	2.1	6.65
37.431306	-121.90705	Express	Weekday		Express 104	Northbound	61392	Main & Calaveras	Bus Stop	Bus Stop	0.15	11.55	11.7
37.431306	-121.90705	Express	Weekday		Express 104	Northbound	61392	Main & Calaveras	Bus Stop	Bus Stop	9.4	0.1	9.5
												381.55	

Alder Station Hub (Boardings Daily)

Stop Lat	Stop Lon	Category	Day	LRT Direction	Route Proper	Stop Desc	STOP ID	Stop Name Proper	Stop or Station or Rapid	Stop Type	Average Daily Alightings	Average Daily Boardings	Size
37.413129	-121.9177	Light Rail	Weekday	Westbound	Orange	Westbound	64804	Alder Station	Light Rail Station	Light Rail Station	114.5	154.9	269.4
37.413572	-121.917118	Light Rail	Weekday	Eastbound	Orange	Eastbound	64803	Alder Station	Light Rail Station	Light Rail Station	145.8	131.15	276.95
37.413624	-121.917452	School	Weekday		200	Westbound	61402	Tasman & Alder	Bus Stop	Bus Stop	0	0	0
												286.05	

Milpitas Transit Center Hub (Boardings Daily)

Stop Lat	Stop Lon	Category	Day	LRT Direction	Route Proper	Stop Desc	STOP ID	Stop Name Proper	Stop or Station or Rapid	Stop Type	Average Daily Alightings	Average Daily Boardings	Size
37.410266	-121.892274	Local	Weekday		47		65888	Milpitas Transit Center (Bay 16)	Bus Stop	Bus Stop	15.55	0	15.55
37.410258	-121.891473	Local	Weekday		47		65878	Milpitas Transit Center (Bay 2)	Bus Stop	Bus Stop	116.25	5.2	121.45
37.410266	-121.892274	Local	Weekday		47		65888	Milpitas Transit Center (Bay 16)	Bus Stop	Bus Stop	0	35.3	35.3
37.408945	-121.891365	Light Rail	Weekday	Westbound	Orange	Westbound	65249	Milpitas Station	Light Rail Station	Light Rail Station	90.05	243	333.05
37.408549	-121.890618	Light Rail	Weekday	Eastbound	Orange	Eastbound	65236	Milpitas Station	Light Rail Station	Light Rail Station	267.25	93.35	360.6
37.410309	-121.892041	Local	Weekday		20		65884	Milpitas Transit Center (Bay 12)	Bus Stop	Bus Stop	1.7	25.45	27.15
37.410309	-121.892041	Local	Weekday		20		65884	Milpitas Transit Center (Bay 12)	Bus Stop	Bus Stop	11.1	0	11.1
37.410258	-121.891473	Local	Weekday		20		65878	Milpitas Transit Center (Bay 2)	Bus Stop	Bus Stop	78.4	1.05	79.45
37.410309	-121.891694	Frequent	Weekday		66		65881	Milpitas Transit Center (Bay 7)	Bus Stop	Bus Stop	101.6	108.3	209.9
37.409712	-121.891961	Frequent	Weekday		66		65891	Milpitas Transit Center (Bay 13)	Bus Stop	Bus Stop	100.6	108.95	209.55
37.410091	-121.892177	Local	Weekday		44		65889	Milpitas Transit Center (Bay 15)	Bus Stop	Bus Stop	1.6	0	1.6
37.410258	-121.891473	Local	Weekday		44		65878	Milpitas Transit Center (Bay 2)	Bus Stop	Bus Stop	22.9	0.25	23.15
37.410091	-121.892177	Local	Weekday		44		65889	Milpitas Transit Center (Bay 15)	Bus Stop	Bus Stop	0.05	40.05	40.1
37.410121	-121.891941	Frequent	Weekday		70		65885	Milpitas Transit Center (Bay 11)	Bus Stop	Bus Stop	0.3	55.4	55.7
37.410121	-121.891941	Frequent	Weekday		70		65885	Milpitas Transit Center (Bay 11)	Bus Stop	Bus Stop	39.15	0.1	39.25
37.410258	-121.891473	Frequent	Weekday		70		65878	Milpitas Transit Center (Bay 2)	Bus Stop	Bus Stop	57.2	1.3	58.5
37.409943	-121.891844	Local	Weekday		71		65886	Milpitas Transit Center (Bay 10)	Bus Stop	Bus Stop	0	55.65	55.65
37.409943	-121.891844	Local	Weekday		71		65886	Milpitas Transit Center (Bay 10)	Bus Stop	Bus Stop	60.8	0	60.8
37.410258	-121.891473	Local	Weekday		71		65878	Milpitas Transit Center (Bay 2)	Bus Stop	Bus Stop	120.9	22.35	143.25
37.410551	-121.891638	School	Weekday		200		65876	Milpitas Transit Center (Bay 4)	Bus Stop	Bus Stop	0	2.55	2.55
37.40992	-121.892077	Express	Weekday		Express 104		65890	Milpitas Transit Center (Bay 14)	Bus Stop	Bus Stop	0.5	1.45	1.95
37.40992	-121.892077	Express	Weekday		Express 104		65890	Milpitas Transit Center (Bay 14)	Bus Stop	Bus Stop	2.45	0.15	2.6
37.410137	-121.891603	Frequent	Weekday		77		65882	Milpitas Transit Center (Bay 6)	Bus Stop	Bus Stop	0.25	150.5	150.75
37.410137	-121.891603	Frequent	Weekday		77		65882	Milpitas Transit Center (Bay 6)	Bus Stop	Bus Stop	190.05	0.1	190.15
37.410509	-121.891817	Frequent	Weekday		60		65880	Milpitas Transit Center (Bay 8)	Bus Stop	Bus Stop	0.65	145.8	146.45
37.410258	-121.891473	Frequent	Weekday		60		65878	Milpitas Transit Center (Bay 2)	Bus Stop	Bus Stop	194.75	0.25	195
												1936.45	

Metro Center Hub (Boardings Daily)

Stop Lat	Stop Lon	Category	Day	LRT Direction	Route Proper	Stop Desc	STOP ID	Stop Name Proper	Stop or Station or Rapid	Stop Type	Average Daily Alightings	Average Daily Boardings	Size
37.41439	-121.90212	Light Rail	Weekday	Westbound	Orange	Westbound	65250	Great Mall Station	Light Rail Station	Light Rail Station	178.25	400.95	579.2
37.413925	-121.90143	Light Rail	Weekday	Eastbound	Orange	Eastbound	65235	Great Mall Station	Light Rail Station	Light Rail Station	462.6	208.7	671.3
37.413283	-121.8998	Frequent	Weekday		66	Westbound	63841	Great Mall & McCandless	Bus Stop	Bus Stop	10.4	37.5	47.9
37.416103	-121.90257	Frequent	Weekday		66	Southbound	63244	Main & Great Mall Drive	Bus Stop	Bus Stop	45	6.7	51.7
37.413387	-121.90184	Frequent	Weekday		66	Southbound	65220	Main & Centria	Bus Stop	Bus Stop	8.95	30.35	39.3
37.410641	-121.90249	Frequent	Weekday		66	Southbound	65219	Main & Abel	Bus Stop	Bus Stop	2.75	1.45	4.2
37.412184	-121.8986	Frequent	Weekday		66	Eastbound	63844	Great Mall & McCandless	Bus Stop	Bus Stop	14.2	4.55	18.75
37.413283	-121.8998	Frequent	Weekday		66	Westbound	63841	Great Mall & McCandless	Bus Stop	Bus Stop	19.1	26	45.1
37.410654	-121.90216	Frequent	Weekday		66	Northbound	65218	Main & Abel	Bus Stop	Bus Stop	6.8	3.25	10.05
37.414899	-121.9019	Frequent	Weekday		66	Northbound	63234	Main & Great Mall Parkway	Bus Stop	Bus Stop	3.75	25	28.75
37.412184	-121.8986	Frequent	Weekday		66	Eastbound	63844	Great Mall & McCandless	Bus Stop	Bus Stop	54.05	4.5	58.55
37.410963	-121.89987	Local	Weekday		44	Southbound	65955	McCandless & Canal	Bus Stop	Bus Stop	0.7	0	0.7
37.413276	-121.90086	Local	Weekday		44	Eastbound	65956	Great Mall & Main	Bus Stop	Bus Stop	0.3	0.35	0.65
37.415196	-121.90421	Local	Weekday		44	Eastbound	63233	Great Mall & Abel	Bus Stop	Bus Stop	0.3	0.2	0.5
37.413283	-121.8998	Local	Weekday		44	Westbound	63841	Great Mall & McCandless	Bus Stop	Bus Stop	2.55	5.1	7.65
37.41496	-121.9028	Local	Weekday		44	Westbound	63245	Great Mall & Main	Bus Stop	Bus Stop	0.1	0	0.1
37.411076	-121.89965	Local	Weekday		44	Northbound	63925	McCandless & Canal	Bus Stop	Bus Stop	0.05	1.85	1.9
37.413283	-121.8998	School	Weekday		200	Westbound	63841	Great Mall & McCandless	Bus Stop	Bus Stop	0	0	0

1563.15

On-Demand Transit Model Overview



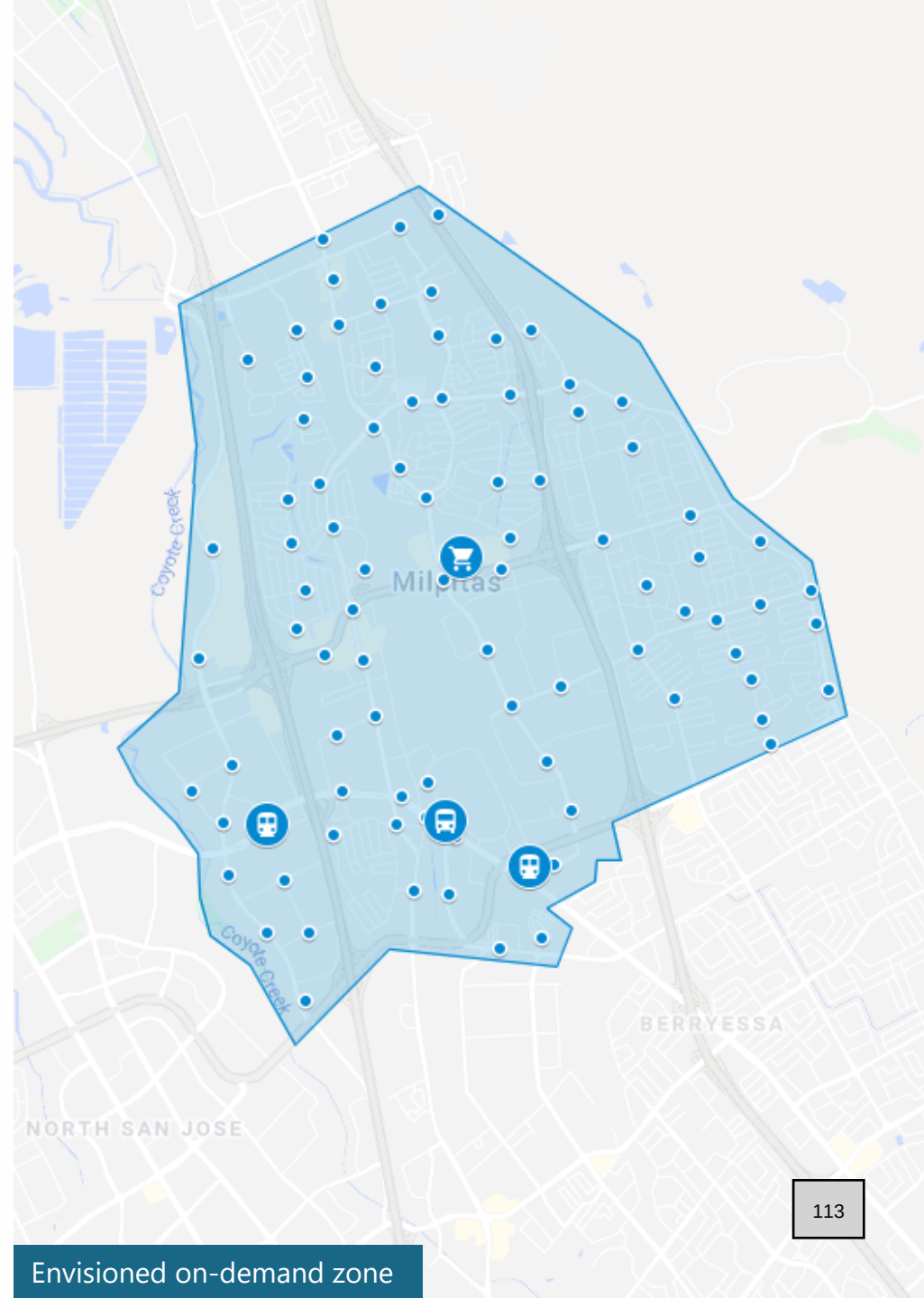
On-Demand in Milpitas

Project Overview

The core of our planning study are your objectives. We take them into account every step of the way.

Overview

- City-Wide First Mile/Last Mile On-Demand Transit
- Connection to Economic Development Area, BART, and VTA Fixed Routes
- Expanded Coverage & Service Hours



Envisioned on-demand zone

On-Demand in Milpitas

Virtual Stop Service

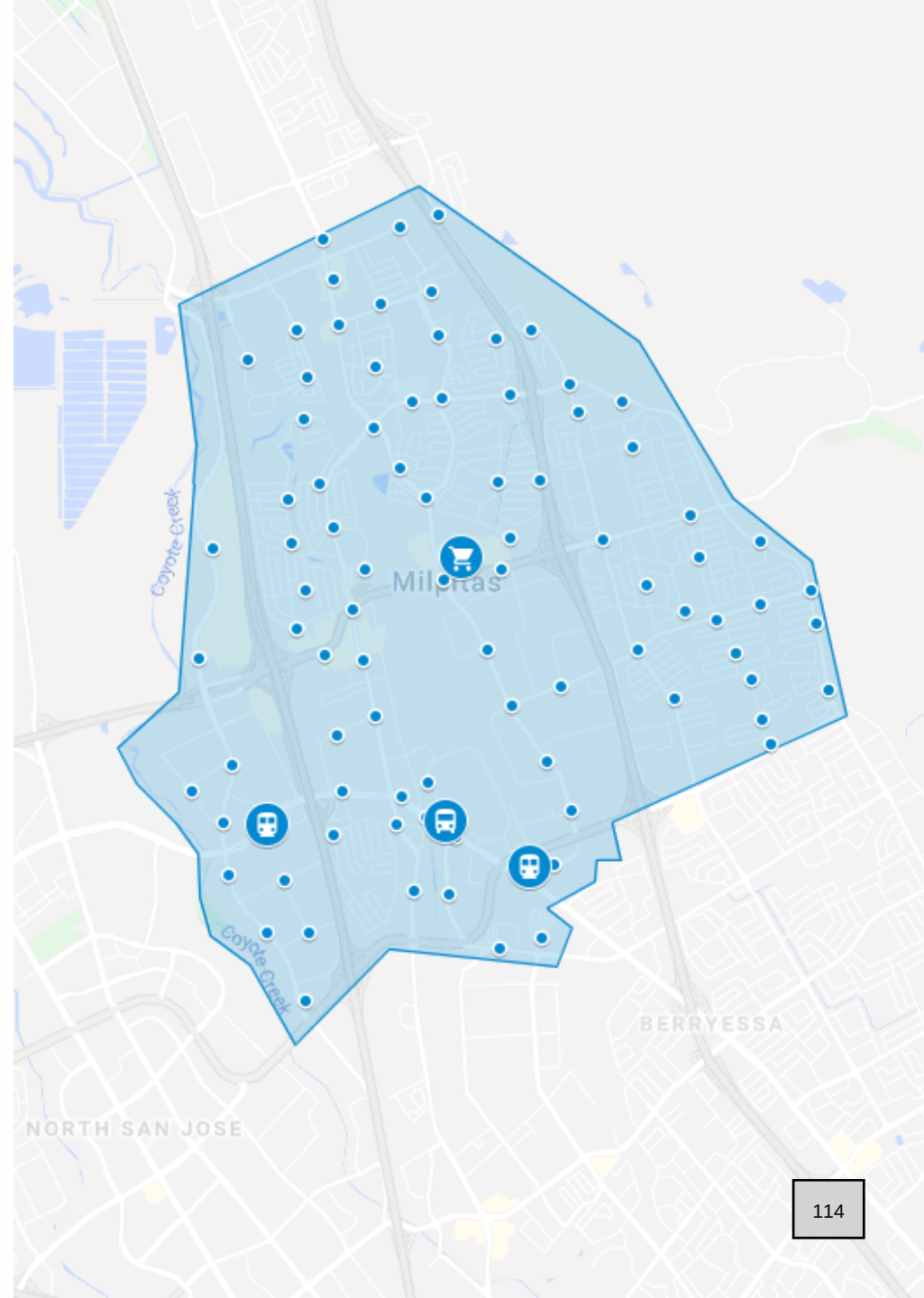
Our virtual stop model allows point-to-point travel between any virtual stops. Virtual stops allow your service to have a high productivity while still minimizing the amount of walking distance for riders.

Carefully Chosen Virtual Stops

Virtual stops are carefully chosen to be in safe, well-lit areas (including existing bus stops).

Configurable

We can configure your virtual stops to meet service goals like maximum walking distance.



The Pillars of Microtransit

Focusing on any one of the pillars comes with tradeoffs in the other pillars.

The objectives and constraints you have for your microtransit project dictate the focus areas.



Coverage

Geographic Span

Trip Generators

Population & Demographics



Convenience

Wait Times & Trip Frequency

Reliability & Supportable Ridership

Walking Distance



Cost

Vehicle Count

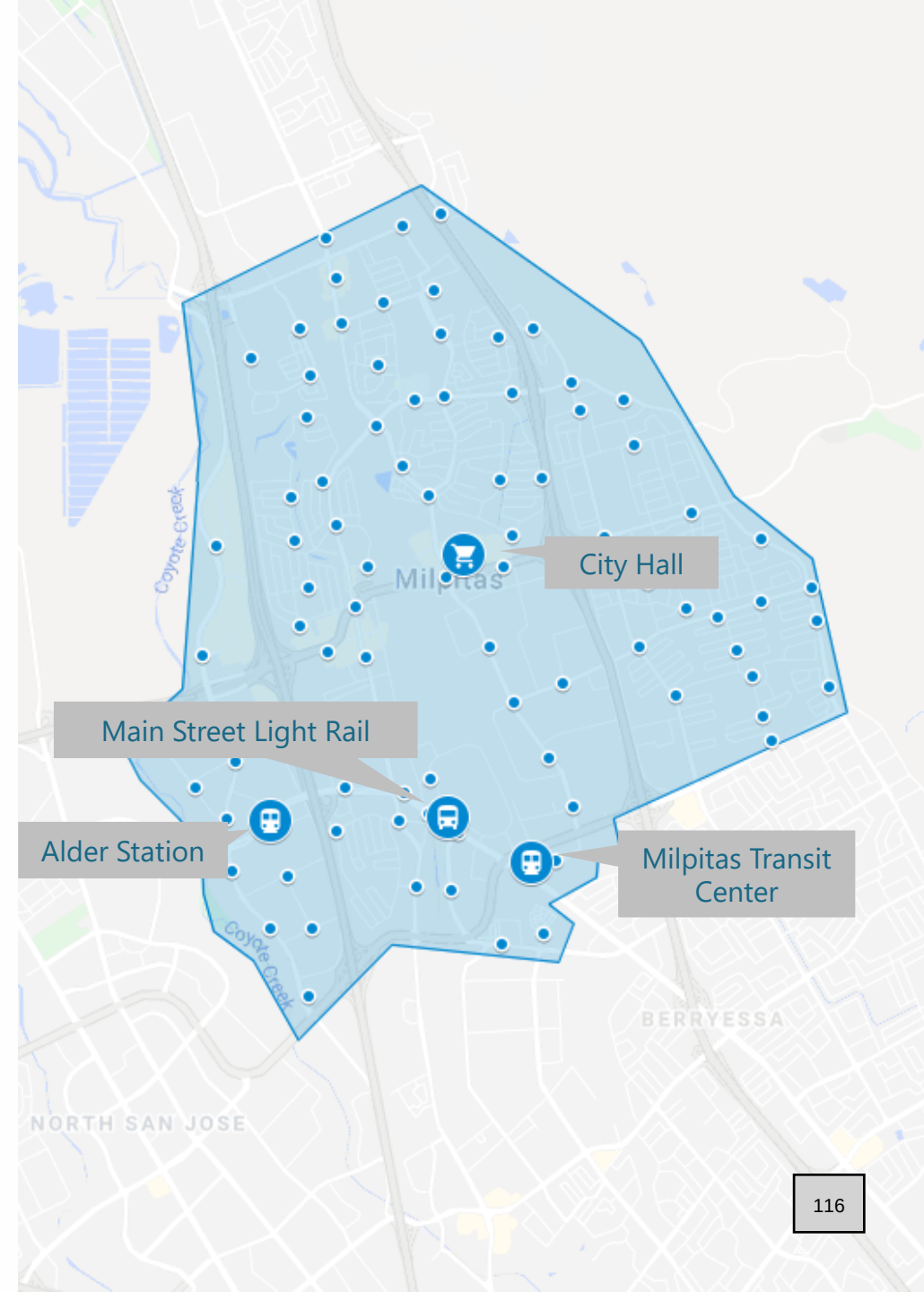
Cost Per Ride

Annual Operating Cost

On-Demand in Milpitas

Service Parameters and Operations

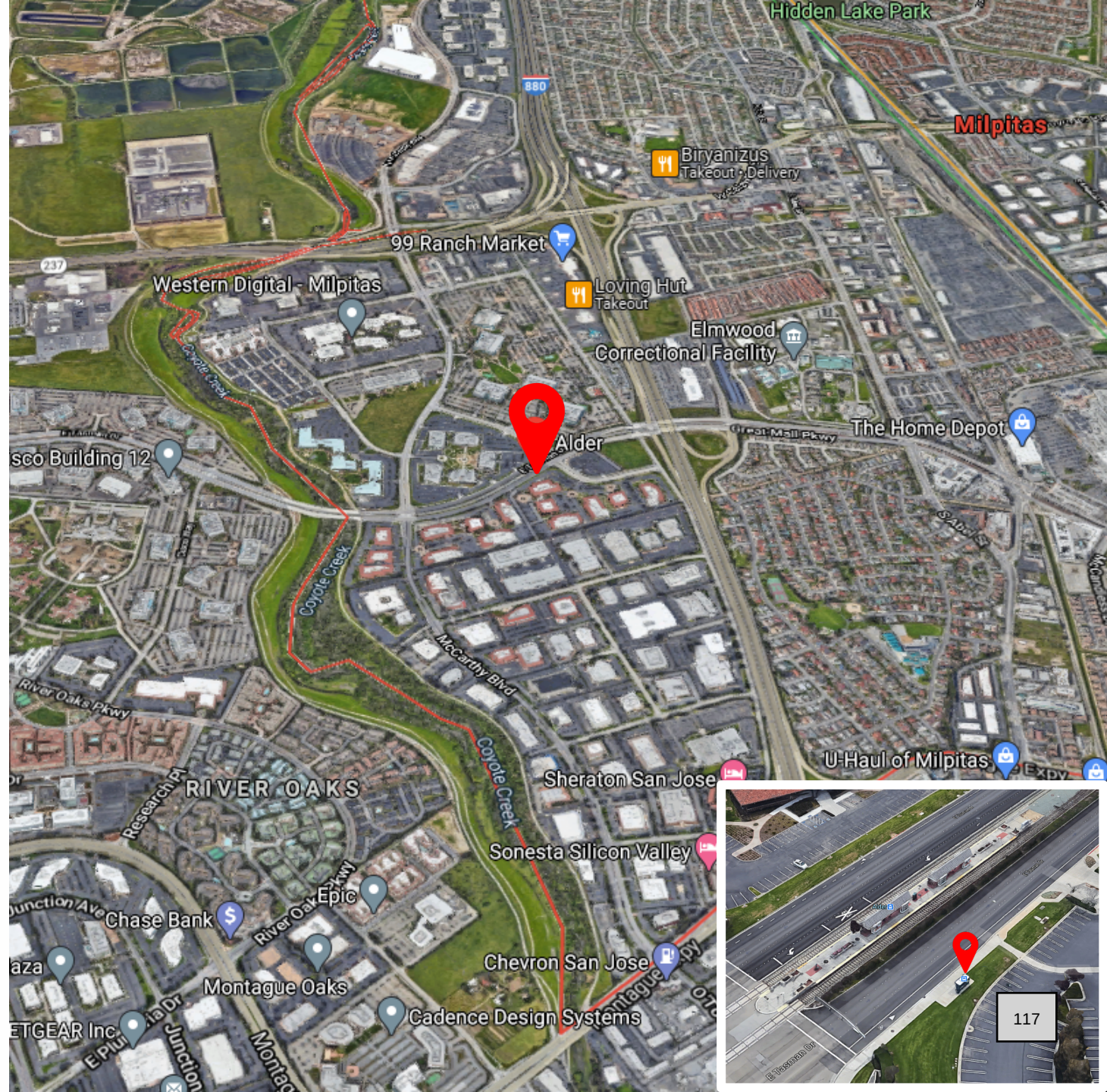
- All-Day First/Last-Mile to and from 4 POIs
- 7 Scheduled Minivans with ADA Access
Or 4 Ford Transits with ADA Access
- 12 Hours of Service per Day
- \$7 – \$9 Cost per Passenger



First Mile/Last Mile Locations

Alder Station

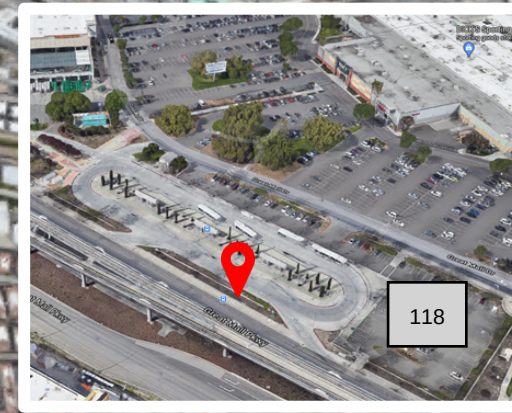
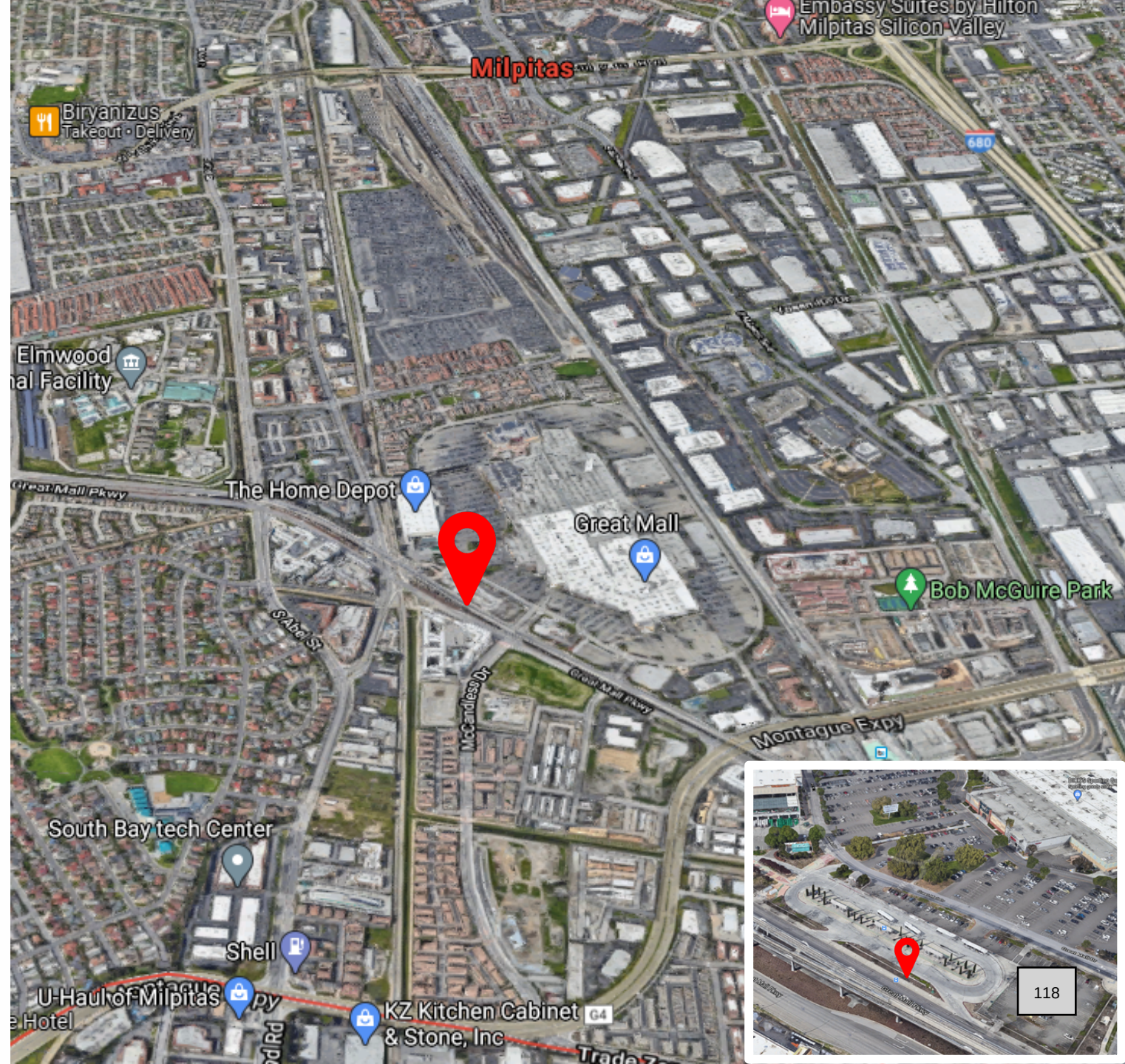
- Connection from Orange Line to industrial park.
- Serve as last mile solution for getting to the industrial park.
- Several virtual stops in industrial park to provide last mile solution.



First Mile/Last Mile Locations

Main Street Light Rail

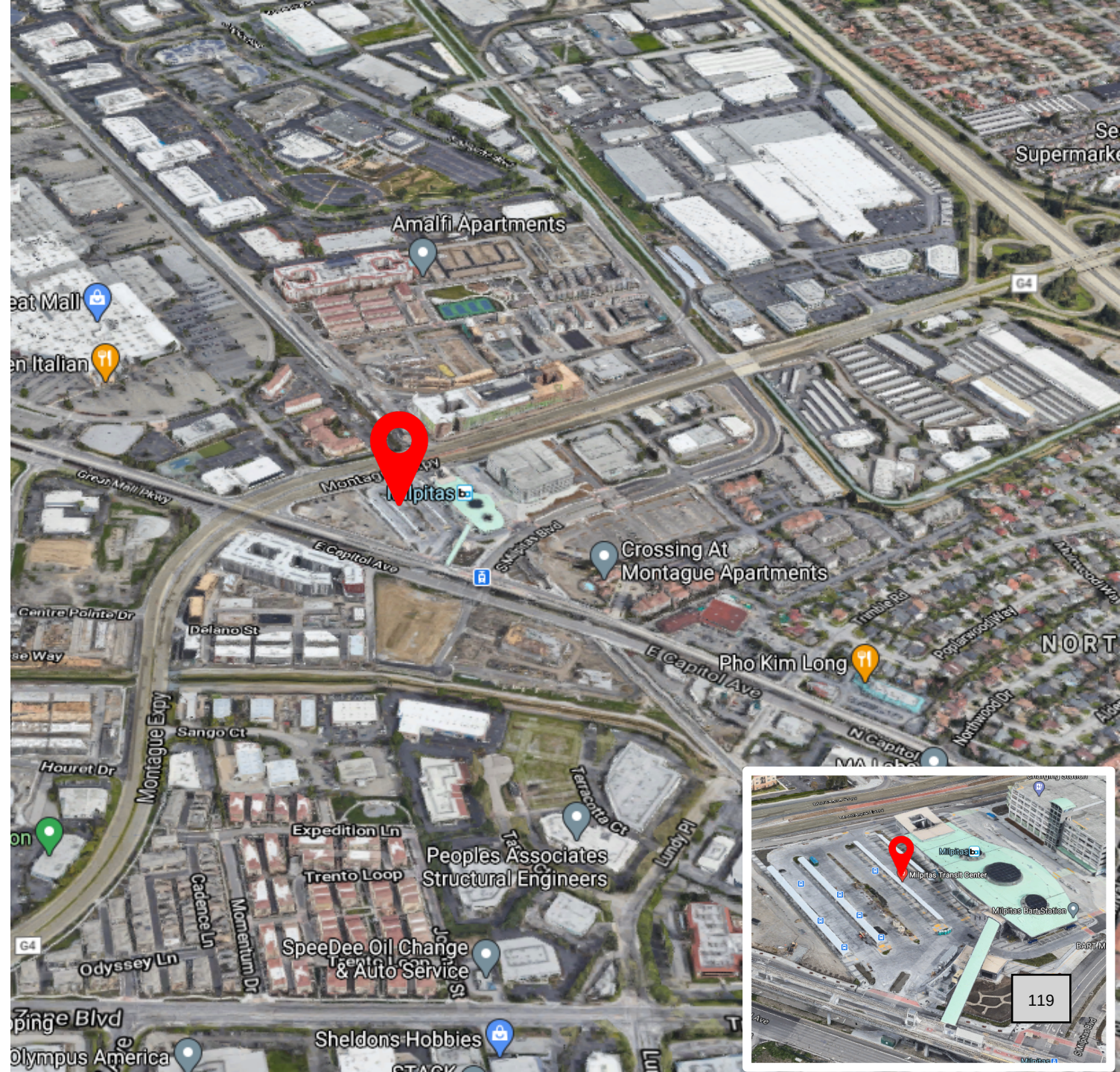
- Provide first mile solution to transfer to bus lines or Orange Line.
- Provide point-to-point travel between residences and Great Mall.



First Mile/Last Mile Locations

Milpitas Transit Center

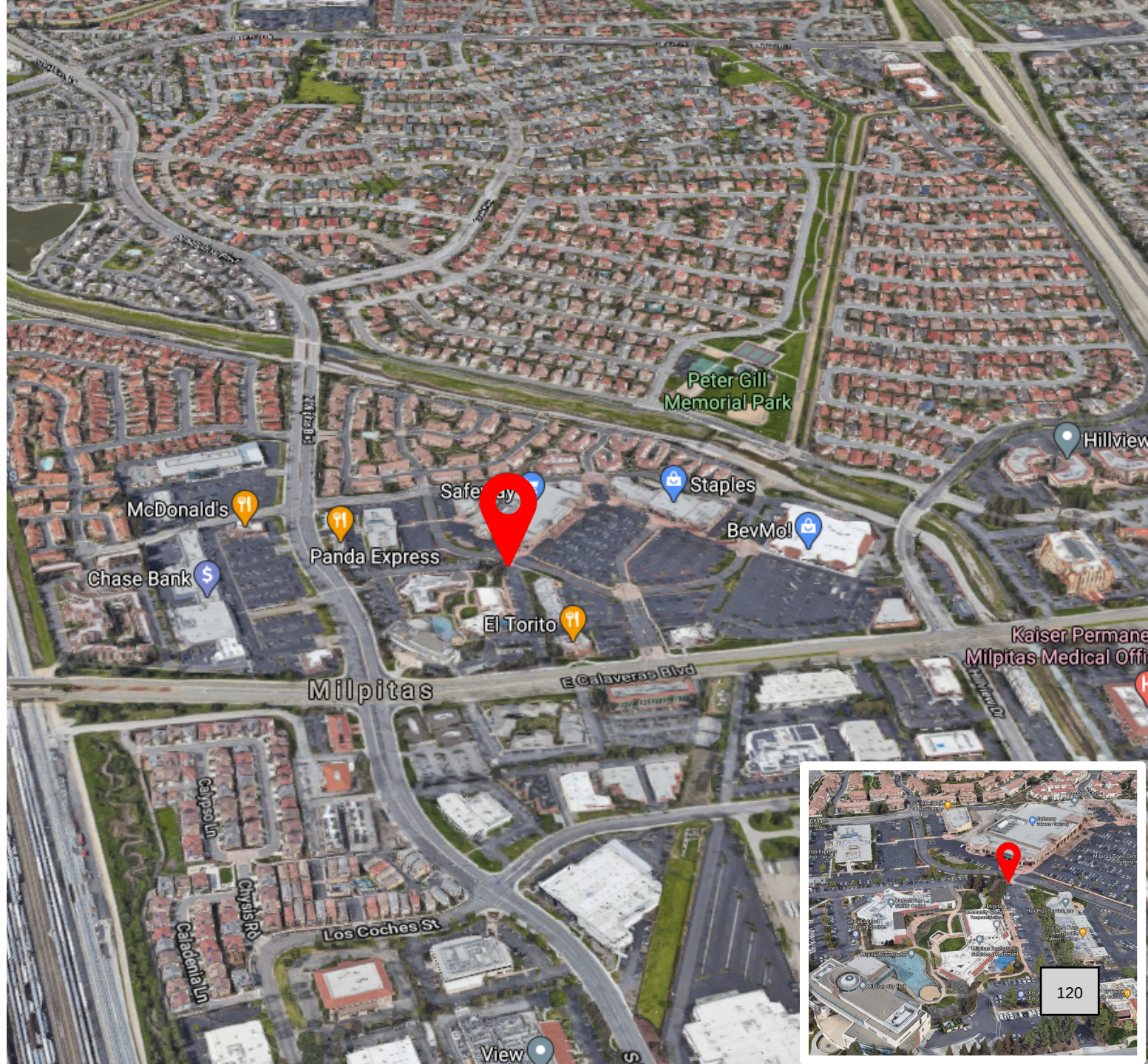
- Provide first mile connection to bus lines, Orange Line and Bart Station in the immediate vicinity.
- Reduce load on the adjacent parking garage.



First Mile/Last Mile Locations

City Hall/Town Center

- Access to City Hall and Town Center shopping center.
- Residential trips to and from the center.
- This location will generate the bulk of mid day trips.



The **RIDE**CO Benefit



**City-Wide
Coverage**



**All-Day
Service**



**10-15 Min
Wait Time**



**Sustainable
Cost**

This is the better way!



Project Timeline

Launch: 8 weeks post Notice to Proceed (with an additional 6 weeks contract negotiation up front)

8+ Weeks to Launch	6 Weeks to Launch	4 Weeks to Launch	2 Weeks to Launch	Launch	Post Launch
DEVELOP & FINALIZE SERVICE PLAN RideCo: Model demand; identify virtual stops; run simulations to validate KPIs; right-size vehicle schedule					
	DEVELOP & FINALIZE MARKETING PLAN Milpitas & RideCo: build FAQ & create campaign calendar, signage, and print media as needed RideCo: obtain branding assets from Milpitas and provide marketing material templates				
	DEPLOY RIDEKO PLATFORM RideCo: deploy backend dynamic routing system; white label & publish apps				
		TRAIN RESERVATIONISTS & ADMIN STAFF RideCo: train Yellow Cab reservationists on passenger bookings, CRM and best practices; train City admin. staff on system overview and data analytics/ dashboards			
		ONBOARD & TRAIN DRIVERS RideCo: train Yellow Cab drivers on use of app with video walkthrough; in-vehicle training as required			
	SOFT LAUNCH Milpitas, RideCo, & Yellow Cab: mock go-live with a small user group Milpitas & RideCo: begin pre-launch promotions RideCo: Provide additional admin. staff/ operator training as required				
		PUBLIC LAUNCH Milpitas, RideCo, & Yellow Cab: launch service to the public RideCo: conduct ride-along tests daily for the week; post-launch service optimization			
		POST LAUNCH Milpitas & RideCo: execute additional marketing/promotional activities per the campaign calendar RideCo: review ongoing service performance; provide consistent updates and recommendations			

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	331-9513493153579	\$1,084,732	331-951349324237	\$1,084,732
	330-2931	\$71,184	330-3999	\$71,184
☒ Budget Appropriation	331-9513493153899	\$71,184	331-951349324237	\$71,184
	331-9513493153760	\$200,000	331-951349324237	\$200,000
☐ Budget Transfer				

Approve and authorize the City Manager to execute a master funding agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program; approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand; approve a budget appropriation of \$1,355,916 in Measure B Innovative Transit Service Models Program funding and developer contributions into Project No. 3493; and approve and authorize the City Manager to execute a professional services agreement with RideCo for consultant services related to Milpitas OnDemand.

Background:

In November 2016, Santa Clara County voters approved the 2016 Measure B ballot measure, a 30-year half-cent countywide sales tax to enhance transit, highways, expressways and active transportation programs for bicycles and pedestrians. Over the next 30 years, 2016 Measure B is anticipated to generate \$6.3 billion.

The Valley Transportation Authority (VTA) established the 2016 Measure B Program and adopted Program category guidelines. The Innovative Transit Service Models Program provides approximately \$6 million in funding to eligible cities through a competitive grant application process. The goal of the Innovative Transit Service Models Program is to support affordable new innovative transit service models to address first/last-mile connections to transit, serving the vulnerable, underserved and transit-dependent population.

City staff in partnership with RideCo, a transportation consulting firm that provides on-demand transit solutions, submitted a grant application for funding through the Innovative Transit Service Models Program to develop and implement Milpitas OnDemand, an 18-month pilot program to provide a flexible, convenient first/last-mile transit solution with convenient connections to VTA light rail and the Milpitas Transit Center. On March 4th, the VTA Board of Directors approved the recommended projects, including Milpitas OnDemand, and authorized the General Manager to execute the necessary agreements. The City of Milpitas was awarded the full amount of the grant request in the amount of \$1,084,732. In order to receive this funding, the City is required to enter into a Master Funding Agreement with VTA to ensure funds are spent on allowable activities.

Analysis:

The City of Milpitas is expected to receive approximately \$1,084,732, in funding from the 2016 Measure B Innovative Transit Service Models Program. Staff recommends the City Council approve the Master Agreement with VTA to receive this funding, which will be used to implement Milpitas OnDemand. Staff estimates an additional cost of \$271,184 to operate the service, which will be partially funded by a \$200,000 developer contribution to the City from Embarcadero Capital Partners and Bridge Development to fund a future shuttle program following the Partial Assignment and Assumption Agreement for an industrial

development project on McCarthy Boulevard. The remaining \$71,184 will be funded by the anticipated fare collection of \$111,600, which is the most conservative estimate for the pilot program.

Staff recommends the creation and funding of a new Capital Improvement Program (CIP) Project, Project No. 3493 Milpitas OnDemand to allow staff to complete the activities required by the Measure B funding. Staff further recommends the approval of a budget appropriation to appropriate the \$1,084,732 in Measure B Innovative Transit Service Models Program Funding, \$200,000 in developer contributions, and \$71,184 from the General Government CIP Fund (to be reimbursed by fare collections) into the new CIP project.

Staff further recommends the City Council approve the Professional Services Agreement with RideCo for consultant services to operate Milpitas OnDemand, an 18-month pilot program for an on-demand, micro-transit service to address the first/last-mile challenge in Milpitas. The service will provide a convenient and affordable transportation option for Milpitas' residents, employees, and vulnerable/transit-dependent populations.

Policy Alternative:

Alternative 1: Not approve and not authorize the City Manager to execute a Master Funding Agreement with VTA to receive the annual Measure B Innovative Transit Service Models Program Funding.

Pros: None.

Cons: If the City does not enter into the Master Funding Agreement, the City would not be eligible to receive needed Measure B funding.

Reason not Recommended: The General Plan includes several policies to promote alternative modes of transportation, first/last-mile solutions, and public transit improvements to support the City's circulation goals. The receipt and use of the Measure B funding to implement Milpitas OnDemand supports these General Plan policies and goals.

Fiscal Impact:

The approval of the Master Funding Agreement with the VTA is required to receive approximately \$1,084,732 in Measure B Innovative Transit Service Models Program funding. The Milpitas OnDemand program will require creation of new CIP Project 3493 and approval of a budget appropriation to appropriate the \$1,355,916 in Measure B Innovative Transit Service Models Program Funds, \$200,000 in developer contributions, and \$71,184 from the General Government CIP Fund (to be reimbursed by fare collections) into the new CIP project.

California Environmental Quality Act:

Not applicable.

Recommendations:

1. Approve and Authorize the City Manager to Execute a Master Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Innovative Transit Service Models Program;
2. Approve New Fiscal Year 2021-22 Capital Improvement Program Project No. 3493 Milpitas OnDemand;
3. Approve a budget appropriation of \$1,084,732 in Measure B Innovative Transit Service Models Program Funding, \$200,000 in developer contributions, and \$71,184 from the General Fund (to be reimbursed by fare collections) into Project No. 3493; and
4. Approve and Authorize the City Manager to Execute a Professional Services Agreement with RideCo for Consultant Services Related to Milpitas OnDemand.

Attachments:

Attachment 1: VTA Funding Agreement
Attachment 2: New Project No. 3493 Milpitas OnDemand
Attachment 3: VTA Grant Award Letter
Attachment 4: Milpitas 2016 Measure B Grant Application
Attachment 5: Budget Appropriation Form
Attachment 6: RideCo Professional Services Agreement

☐ **Check if City Council Approval required.**

Meeting Date: September 21, 2021

Requested by:	Department Head: Ned Thomas	Date: September 21, 2021
Reviewed by:	Finance Director: Lauren Lai	Date: September 21, 2021
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

LarForm 30-222 (Rev. 1/92)

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

This Subscription and Services Agreement (this “**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between **RideCo Inc.**, having its head office at 279 Weber St. North, Waterloo, Ontario N2J3H8, Canada (“**RideCo**”), and the City of Milpitas, CA, having its principal address at 455 E. Calaveras Blvd. Milpitas, CA 95035-5411 (the “**City**”).

RECITALS

- A. RideCo is a technology provider for on-demand transit services.
- B. City wishes to implement a technology-driven transportation service and RideCo is willing to provide access to RideCo’s Dynamic Transit System (as defined below) on a license basis and to coordinate the provision and delivery of transportation services on the terms set out herein (the “**Project**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed by and between the parties as follows:

1. INTERPRETATION

- 1.01 Definitions:** In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

“**Distributed Software**” means the RideCo passenger mobile application and driver mobile applications and any other software tools or components made available by RideCo for download under this Agreement;

“**Dynamic Transit System**” means RideCo’s proprietary software programs including optimization algorithms, data analysis algorithms, web application, passenger mobile application, driver mobile application, dashboards, graphical user interface, all documentation and end user manuals;

“**Documentation**” means any and all of the following that are provided by RideCo, in any form of media, in connection with the Agreement (a) know-how, proprietary information and methodologies, document templates and best practice guides; (b) scripts and data analysis tools; (c) user manuals and guides, that explain or facilitate the use of the Software, including all updates thereto; and (d) data sheets, specifications and other technical documents and materials in respect of the Software;

“**Maintenance and Support Services**” means the maintenance and support services provided by RideCo as further described in Section 3 of this Agreement and Schedule “B”;

“**Personal Data**” has the meaning given in Schedule “C”;

“**Platform Software**” means collectively the RideCo Dynamic Transit System (DTS) cloud platform technology and underlying software, including its dynamic routing technologies, ride-sharing technologies, algorithms, implementation architectures, operations dashboards, user interfaces, and application programming interfaces (“APIs”) to third party systems;

“**Operational Data**” means data recorded by the Distributed Software and presented through export on the operations dashboard end-user interface, where such data is provided by City or passengers or partner drivers of City. For greater certainty, Operational Data includes passenger ride booking information (origin, destination, time, payment, status) and driver action data (location data, pickup/drop-off times) however Operational Data does not include system log data

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

or any other data that is not provided as an export to an end user through the operations dashboard end-user interface;

“Services” means collectively the provision of access to the Software, Documentation, associated APIs and interfaces to third party systems provided by RideCo under this Agreement together with the vehicular transportation services provided by the Transportation Operations Provider and Maintenance and Support Services all as further described in the schedules hereto;

“Software” means collectively the Distributed Software, Platform Software, and any interfaces between the two;

“Software Enhancements” means an update or upgrade to the Distributed Software or to the Platform Software, which update or upgrade may include new product features that change the character or structure of the software or its functional use or operation and will usually form part of an automatic update to the Software without any action being required from Customer;

“Subscription and Services Fee” means the fees set forth in Schedule “A”; and

“Transportation Operations Provider” means the subcontractor that is contracted by RideCo to provide drivers and vehicles for the Project. RideCo intends to subcontract to Yellow Checker Cab of San Jose per the Measure B grant application regarding the Project.

1.02 Schedules: The schedules to this Agreement are set forth as follows:

Schedule “A”	-	Project Terms and Scope of Work
Schedule “B”	-	Service Level Agreement
Schedule “C”	-	Personal Data Protection Undertaking
Schedule “D”	-	Software Functional Requirements

2. SERVICES LICENSE, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

2.01 Services. During the term of the Project, RideCo shall:

- a) provide and supply all necessary hardware and software to run the Project with the Dynamic Transit System;
- b) contract with a Transportation Operations Provider, acceptable to the City, that (i) will supply drivers and vehicles that meet applicable bylaws, insurance requirements, and regulations of the City; and (ii) will agree to the applicable terms of the Funding Agreement executed between the Santa Clara Valley Transportation Authority and the City of Milpitas for this Project, including but not limited to, compliance with applicable requirements of state, federal, and local law, compliance with wage and hour laws, and insurance and indemnity requirements;
- c) perform logistics activities involved in running the Services, including without limitation:
 - i. the coordination of the dispatch, selection, scheduling, training and itinerary management for the Transportation Operations Provider, vehicles and drivers in relation to the Project;
 - ii. managing hours of operation and operating parameters as defined in Schedule “A”;

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

- iii. communicating itinerary information with passengers and drivers (digitally via the website, SMS, or the mobile app);
 - iv. collecting fare payments (“**Fare Payments**”) from passengers of the ride-share service, via credit card (if applicable). The Fare Payments shall be reported in the Invoice (as such term is defined in Section 5.02); and
 - v. utilizing the Float (as defined in Section 5.03 below) to pay costs involved in the operation of drivers and vehicles on the Project,
- d) advise City of the assistance it requires from City in connection with the completion of its responsibilities under this Agreement; and
 - e) complete the Project in a professional and competent manner by persons qualified and skilled in their occupations and the roles that they are required to perform hereunder, and in accordance with: (a) this Agreement; (b) industry standards; and (c) any requirements of law, as applicable.

2.02 License Grant: Subject to the terms of this Agreement, RideCo grants City a limited, revocable, non-exclusive and non-transferable license to access and use the Dynamic Transit System in the geographic area identified in Schedule “A”. The Distributed Software may only be used in combination with the Approved Equipment/Third Party Software. RideCo or its agents, resellers or distributors may release from time to time to City at no additional charge during the term of this Agreement, software bug fixes and patches and such releases shall be considered “Software” hereunder and subject to the terms of this Agreement unless otherwise specified by RideCo.

2.03 Restrictions & End User Terms:

- a) *Restrictions.* Except as otherwise expressly permitted in this Agreement, City shall not, and shall not encourage any third party to: (i) customize, modify or create any derivative works of the Services; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction); (iii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Distributed Software; (iv) publish any results of benchmark tests run on the Software to a third party without RideCo’s prior written consent; (v) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to the Services; (vi) copy, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part and City may not copy any written materials (except for training materials and for internal use) accompanying any portion of the Services unless specifically authorized in writing to do so by RideCo. City shall not access the Services in order to build a competitive product or service or to copy any ideas, features, functions or graphics of the Dynamic Transit System or the Documentation. For greater certainty, City will not be in breach of this Section 2.03 if City independently develops a competing product or service without use or reference to RideCo’s Confidential Information.
- b) *End Users.* RideCo and its subcontractors shall ensure that end users agree to appropriate terms of service and privacy policy in accordance with requirements of applicable law before using the Services. RideCo will inform end users that the transportation services are provided on behalf of the City by the Transportation Operations Provider.

2.04 RideCo Intellectual Property: RideCo retains all right, title and interest in and to the Dynamic Transit System including all Documentation, all intellectual property rights in the Software and all copies and derivative works thereof. City acknowledges and agrees that the Dynamic

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

Transit System, and all intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Dynamic Transit System and all modifications, changes, enhancements, or additions thereto) and all intellectual property rights relating to the provision of professional services, feedback, technical support, maintenance and other support if any, (collectively, “**RideCo IP**”), are owned or licensed by RideCo. To the extent City acquires rights in the RideCo IP, City assigns such rights to RideCo and waives any moral rights it may have in the RideCo IP to and in favor of RideCo. Nothing in this Agreement gives City any right, title or interest in, to or under any of the Dynamic Transit System or any intellectual property rights therein (including without limitation patent rights) or arising pursuant to professional services, product feedback, technical support and other support.

2.05 Operational Data: As between City and RideCo, City will own the Operational Data from the Project and City acknowledges and agrees that RideCo is not responsible for any liability arising out of the collection, retention, use, operation and disclosure by City of Operational Data. Subject to the personal data protection undertakings set out in Schedule “C”, City hereby grants to RideCo for the duration of this Agreement a worldwide and royalty-free right and license to access and use the Operational Data for the sole purposes of: (i) providing the Services to City, (ii) assessing the performance of the Services; and (iii) creating Pattern Data (as defined in Section 2.06 below). City is not entitled to receive any compensation or re-imbursement of any kind from RideCo for use of said Operational Data. Except as otherwise expressly permitted in this Agreement, RideCo does not claim any right, title or interest in the Operational Data.

2.06 Personal Data Protection Undertaking. RideCo hereby agrees and undertakes to comply with the personal data protection undertakings set out in Schedule “C”.

2.07 Pattern Data. “RideCo Pattern Data” means non-personally identifiable data including Operational Data which contains no Personal Data (as such term is defined in Schedule “C”). For greater certainty, RideCo Pattern Data does not identify a specific passenger or driver. As between RideCo and City, all right and title to RideCo Pattern Data belongs to RideCo and accordingly RideCo is free to use RideCo Pattern Data for any purpose including the improvement of RideCo’s Services.

2.08 Suggestions. RideCo shall have a royalty-free, worldwide, transferable, sub licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by City relating to the operation of the Services.

2.09 Reservation of Rights. Except for the rights and licenses granted in this Agreement, City acknowledges and agrees that RideCo owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the technology used to provide the Services) and all related RideCo IP and RideCo grants City no further licenses of any kind hereunder, whether by implication, estoppel or otherwise. City acknowledges that only RideCo shall have the right to maintain, enhance or otherwise modify the Dynamic Transit System.

2.10 Confidentiality:

- a) *Confidential Information.* As used herein, “**Confidential Information**” means all confidential information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”) that is designated in writing as confidential or ought to be considered confidential based on the nature of the information and the circumstances of disclosure. For greater certainty, the Documentation and the functionality of the Software are all Confidential Information of RideCo. Confidential Information shall not include any information that the Receiving Party can demonstrate by its written records: (i) was known to it prior to its disclosure hereunder by the Disclosing Party; (ii) is or becomes

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

known through no wrongful act of the Receiving Party; (iii) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (iv) is independently developed by the Receiving Party; or (v) has been approved for release by the Disclosing Party's prior written authorization.

- b) *Obligations.* Neither party shall use any Confidential Information of the other party except as necessary to exercise its rights or perform its obligations under this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, service partners, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into written confidentiality agreements with it at least as restrictive as those in this Section. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.
- c) *Injunctive Relief.* Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages if any unauthorized use or disclosure of its Confidential Information occurs or is threatened. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

3. MAINTENANCE AND SUPPORT SERVICES

3.01 Maintenance Services: RideCo shall provide the following maintenance services to City:

- a) Supply or deploy corrections to the Software as required to correct errors, defects, malfunctions and deficiencies, if any, in the Software; and
- b) Supply or deploy improvements, extensions, upgrades, enhancements and other changes to the Software developed from time to time by RideCo.

3.02 Support Services: In response to a support request from City, RideCo shall provide the following support services to City as per the priority levels, response times and procedures specified in Schedule "B" to be provided remotely:

- a) Clarification of software functionality
- b) Adjustments to software configuration; and
- c) Advice on the use and results of the Services;

3.03 Services Outside Scope of Maintenance and Support: The Maintenance and Support Services to be provided under this Agreement do not include:

- a) Correction of errors or defects caused by operation of the Software in a manner other than specified in the Software documentation;
- b) Rectification of errors caused by incorrect use of the Software;
- c) Correction of errors caused in whole or in part by the use of computer programs other than

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

the Software unless the use of such programs has been approved by RideCo in writing; or

d) Diagnosis or rectification of faults not associated with the Software.

- 3.04 Professional Services:** City may request at any time and from time to time that RideCo provide to City any other professional services or Software modifications which are within the scope of its business and which are not provided for herein and which are not covered by the Subscription and Services Fee. RideCo shall evaluate such requests and may provide the City an estimate of the cost of such professional services. In no event shall RideCo be obligated to provide professional services not agreed in writing with City.

4. INSURANCE

- 4.01 Insurance Requirements:** Contractor shall meet the Insurance Requirements in Schedule E

5. FEES AND PAYMENT TERMS

- 5.01 Subscription and Services Fee:** In consideration of the provision of the Services under this Agreement, City agrees to pay RideCo the Subscription and Services Fee in accordance with Schedule “A”. Incremental payments, if applicable, shall be made as outlined in Schedule “A”.
- 5.02 Invoicing and Payment Terms.** Within fifteen (15) days following each month during the term of this Agreement, RideCo shall provide to City an invoice (“**Invoice**”). Within fifteen (15) days following City’s receipt of the invoice, it shall pay to RideCo all bona fide amounts owing pursuant to the Invoice. Any such amounts which are not paid by City when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid in full to RideCo.
- 5.03 Float:** City shall provide a pre-payment deposit (“**Float**”) to RideCo for the costs for the ride-share drivers with the amount of the Float specified in Schedule “A” (“**Float Amount**”) until changed by notice in writing from City to RideCo. RideCo shall have no right to apply the Float Amount to any amounts owing to it with respect to any Invoice unless and until it receives approval in writing from City of such Invoice. Upon termination or expiry of this Agreement, the Float shall be applied to the final approved Invoice payable to RideCo pursuant to this Agreement and the balance of any remaining amount of the Float shall be paid by RideCo to City within thirty (30) days following the expiry or termination of this Agreement. RideCo shall keep detailed records and documents with respect to the Transportation Operations Provider costs, operating hours, and Float Amount and shall provide copies of all documents as may be requested from time to time by City relating thereto.
- 5.04 Taxes:** All charges and fees provided for in this Agreement are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind imposed by any federal, state, provincial or local government on the transactions contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of RideCo. Any such taxes that are imposed on the net income of RideCo shall be the sole responsibility of RideCo. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of RideCo or its employees or subcontractors.

6. TERM AND TERMINATION

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

- 6.01 Term:** This Agreement commences on the Effective Date and shall run for the duration of the Project term specified in Schedule “A” together with any agreed extensions, unless terminated sooner in accordance with the terms of this Section 6.
- 6.02 Termination:** Either party may terminate this Agreement with written notice if the other party: (i) fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach; (ii) ceases to carry on business as a going concern; or (iii) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party.
- 6.03 Survival.** The following Sections shall survive the termination or expiration of this Agreement for any reason: 1 (Definitions), 2.03(a) (Restrictions), 2.04 (RideCo Intellectual Property), 2.05 (Operational Data), 2.07 (Pattern Data), 2.08 (Suggestions), 2.09 (Reservation of Rights), 2.10 (Confidentiality), 7.04 (Effect of Termination), 7.02 (Disclaimer of Implied Warranties), 7.03 (Service Disclaimer), 8 (General Provisions) and all terms related to payment (until payments have been made in full) and any other terms herein which expressly state that such terms will survive or which by their nature are required to survive to give effect to the surviving terms stated to survive, shall survive the termination or expiration of this Agreement for any reason and will continue in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.
- 6.04 Effect of Termination.** On termination, City shall destroy all copies of the Software (and cease all access to the same), destroy or delete all accompanying Documentation and Confidential Information of RideCo and shall provide confirmation of having done so within one (1) week of the effective date of termination.

7. WARRANTIES, INDEMNIFICATION, LIABILITY

7.01 Warranties:

- a) *Representations and Warranties by Each Party.* Each party represents, warrants to the other party that: (i) it is a corporation, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties; (iv) it will comply with all applicable laws in connection with this Agreement.
- b) *RideCo Warranties.* RideCo represents and warrants to City that RideCo will perform its duties and obligations hereunder in a careful, diligent, professional, proper, efficient and business-like manner. RideCo further represents and warrants that:
- (i) The Services do not infringe any patent, copyright or trademark or violate the trade secret or other proprietary rights of any third party;
 - (ii) RideCo owns or has exclusive or non-exclusive rights in all patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Services necessary to grant the licenses herein; and
 - (iii) RideCo possesses the legal right and authority to execute and perform this Agreement,

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

Except as expressly provided in this Agreement, the Services are provided ‘as is’ and RideCo does not warrant that the functions performed by the Dynamic Transit System or Services will meet City’s requirements or that the operation of the same will be uninterrupted or error-free.

7.02 Disclaimer of Implied Warranties: Except as set forth in this Agreement, there are no other warranties or conditions of any kind, including without limitation, the warranties that the Services are free of defects, merchantable or fit for a particular purpose. Specifically, RideCo makes no representation or warranty regarding the merchantability, fitness for a particular purpose or functionality of the Services. All Approved Equipment/Third Party Software is subject to the warranty of its respective manufacturer and no warranty whatsoever is provided by RideCo. RideCo makes no guarantee of the performance, accuracy and results of the Services with respect to Operational Data. This disclaimer of warranty constitutes an essential part of this Agreement. No use of the Services is authorized under this Agreement except under this disclaimer.

7.03 Service Disclaimer & Liability Waiver. RideCo is a technology provider and not a provider of transportation services. To the fullest extent permitted by law, RideCo will not be responsible for: (i) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of any passenger or driver or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom; or (ii) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of Transportation Operations Provider or for any damages or expenses resulting therefrom including without limitation any personal injury or property damage. City expressly waives the right to bring any claim against RideCo, its successors, assigns or related companies, directors, officers or employees in respect of any and all actions, causes of action, damages, claims, cross-claims and demands of any kind in connection with the transportation, vehicular or driver related portions of the Services, except to the extent that a claim would not have arisen but for RideCo’s gross negligence or willful misconduct. In consideration of the foregoing, RideCo will use commercially reasonable efforts to: (i) contractually require Transportation Operations Provider to maintain the minimum insurance levels set out in Section **Error! Reference source not found.** above and to add City as an additional insured to such policies; and (ii) add City as a third party beneficiary to the contract between RideCo and Transportation Operations Provider to enable City to bring any transportation, vehicular or driver-related claims in connection with the Project directly against Transportation Operations Provider.

7.04 Limitation of Liability:

- a) IN NO EVENT SHALL RIDECO BE LIABLE TO THE CITY FOR ANY LOST PROFITS OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT RIDECO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- b) RideCo’s cumulative liability to the City or any other party for damages for any cause whatsoever will be limited to no more than the Subscription and Services Fees paid under this Agreement in the three (3) month period prior to the applicable claim.

7.05 Indemnification: RideCo shall defend (at its own cost and expense) and hold City harmless against any and all claims, demands, suits, brought by a third party against the City that any part of the Services infringes any patent, copyright, trademark or trade secret right of such third party, except to the extent that the actual or alleged infringement has not been caused by the

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

use of a modification of the Software by the City other than a modification provided by RideCo, by the combination and/or use of the Distributed Software with third party software, hardware, data, and/or technology not approved by RideCo in writing or by City's failure to implement any update or upgrade provided by RideCo. In addition to the defense obligations above, RideCo will indemnify the City Indemnitees in respect of any damages awarded by a court of competent authority to the third party claimant, any fines levied against the City Indemnitees in respect of a claim and/or any settlement amounts agreed by RideCo with a third party claimant. As conditions for the foregoing commitments by RideCo, City will promptly notify RideCo of any such claim and provide reasonable assistance to RideCo with respect to handling the claim. RideCo will have the sole right to defend, negotiate and settle any such claim. RideCo may at any time and at its option and expense: (i) procure the right of City to continue to use the Services that may infringe a third party's rights; or (ii) modify the Services so as to avoid infringement; or (iii) terminate this Agreement and the licenses granted hereunder.

8. GENERAL PROVISIONS

- 8.01 Subcontractors:** RideCo may sub-contract the performance of the transportation services provided by and/or managed by to the Transportation Operations Provider to third party service providers. In the event that the Transportation Operations Provider's subcontract is terminated in accordance with its terms, Contractor will use commercially reasonable efforts to find a suitable replacement acceptable to City. City shall not unreasonably withhold, condition or delay consent to the same. In the event that RideCo cannot find a suitable replacement or the replacement is not approved by City, Contractor will have the right to terminate this Agreement on not less than sixty (60) days' prior, written notice to the City. For greater certainty, RideCo will be solely responsible for payment of its subcontractors, including the Transportation Operations Provider.
- 8.02 Partial Invalidity:** If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 8.03 Assignment:** Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the generality of the foregoing, RideCo may freely assign this Agreement to a successor in interest upon a merger, acquisition, reorganization, change of control, or sale of all or virtually all of its assets, and any such assignment shall not require the consent of the City. This Agreement shall be binding on and shall inure to the benefit of the parties, their successors and permitted assigns.
- 8.04 Governing Law and Venue:** Except to the extent applicable law, if any, requires otherwise, this Agreement shall be governed by the laws of California. All disputes relating to this Agreement, shall be subject to and dealt with in the courts of Santa Clara County, CA.
- 8.05 Publicity.** RideCo shall be entitled to disclose and publicize in the form of City lists and on its web site and marketing materials, the identity of the City as a client of RideCo, provided that the use of any trademark/logo of City shall be subject to City's prior written consent.
- 8.06 Non-Solicitation.** During the term of this Agreement and for one (1) year thereafter, the City shall not, directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as employee, principal, agent, director or shareholder, hire any employees of RideCo or induce or attempt to induce any such employees to leave their employment.
- 8.07 Force Majeure:** Neither party shall be liable for any delay or failure in performance due to

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

such acts of God, earthquake, labor disputes, strikes, shortages of supplies, riots, war, fire, epidemics, or transportation difficulties, to the extent not in control of such party. The obligations and rights of the excused party shall be extended on a week to week basis, provided, however, that a delay of thirty (30) days shall entitle the other party to terminate this Agreement without liability.

8.08 Miscellaneous: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only in writing signed by both parties. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The relationship between RideCo and City is that of independent contractors and neither City nor its authorized agents shall have any authority to bind RideCo in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

8.09 Entire Agreement. This Agreement includes any amendments, supplements, schedules, exhibits or appendices attached, referencing this Agreement, or expressly made a part hereof by agreement between the parties and constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as set out below.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

RIDECO

Signature

Prem Gururajan

Chief Executive Officer

Date

DIR Registration Number (If Applicable)

Approved:

Lauren Lai, CPA, MPA

Finance Director/Risk Manager

Approved As To Content:

[INSERT NAME], [INSERT TITLE]

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

SCHEDULE "A" **PROJECT TERMS AND SCOPE OF WORK**

Project Term: 18-months starting on the Effective Date, extendable for an additional 36 months, in 12 month increments at City's option, subject to agreement of applicable terms including the appropriate Subscription and Services Fee.

Zone: Milpitas, CA

Service model: on-demand Hub and Spoke Microtransit using virtual stops, within the Zone

Vehicles: Approximately four (4) 6-seat Dodge Caravan (or equivalent) minivans and three (3) ADA-accessible 4-seat Dodge Caravan (or equivalent) minivans. The actual number of vehicles scheduled to be in revenue operation will vary subject to day of week, time of day and passenger demand.

Service Hours: 7am-7pm Monday to Friday

Vehicle Revenue Hours: Approximately 32760 vehicle revenue hours for the initial Project Term; approximately 1820 hours per month of service

Subscription and Services Fee: \$39.10 per vehicle revenue hour

Marketing Budget: approximately \$75,000

Budget for the initial Project Term: \$1,355,916

Float: \$25,000

City and RideCo may, if mutually agreed upon, add additional hours of service, service area, target rider market, or vehicles in accordance with the terms of the Agreement.

Scope of Work:

Project Management, Training, Software Requirements, and Data Reporting:

1. Project management will be a continuous function and a key responsibility of RideCo. RideCo will develop and maintain an overall project schedule to ensure milestones are met in an efficient manner
2. RideCo shall coordinate with City to refine and approve the service model, including specific stops, schedules, service coverage areas, and cost structure (including potential subsidization).
3. RideCo shall ensure the adequate and complete training of operators, dispatchers, operations manager(s), and City staff that are involved in the operation or monitoring of the service
4. RideCo will ensure that the functions listed in Schedule "D" Software Functional Requirements are met.
5. RideCo and City will agree upon data reporting expectations and shall include daily ridership information, virtual stop locations, use of referral or promotional codes, qualitative data collected from riders to capture travel preferences, and other data as mutually agreed.
6. RideCo will work with City to coordinate a test run of both the software application and service prior to commencement of public revenue service operations.
7. RideCo will provide a daily KPI report, including data mutually agreed upon by the City and

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

RideCo.

8. RideCo will review data dashboard with the City and transportation partners on weekly basis during the first month of revenue service operations and a monthly basis thereafter, during the Project Term.
9. RideCo will periodically provide City with any recommendations for changes in virtual stops, service hours, or promotions to ensure meeting project goals.
10. RideCo will provide city with a final report summarizing their market, operational findings, viability of long-term service, and recommendations. A presentation on the final report will be provided to city staff.

Branding and Marketing:

1. RideCo will brand the rider mobile application uniquely to the service. City will provide necessary graphics and content for RideCo to brand the application.
2. RideCo will advise the city in the marketing of the service to passengers, including providing examples of successful marketing materials from other client efforts.
3. RideCo will configure and manage referral and promotional codes throughout the duration of the Project.
4. RideCo, through its marketing subcontractor, will design graphics to be placed on the vehicles in accordance with specifications provided by the Transportation Operations Provider. Transportation Operations Provider will be responsible for having the graphics placed on the vehicles prior to commencement of vehicle revenue operations.

Vehicles and Drivers:

1. RideCo, through its subcontractor Transportation Operations Provider, will be responsible for the acquisition, storage, fueling, and maintenance of the appropriate vehicles. Vehicles used in the performance of this contract shall be no more than five (5) years old and/or have no more than 300,000 miles during any time during the initial Project Term or subsequent renewals of this contract. Vehicle registration and vehicle identification numbers will serve as proof of age. Vehicles must meet all EPA standards. All wheelchair-accessible vehicles must meet ADA (49 CFR Parts 37 and 38) standards.
2. RideCo, through its Transportation Operations Provider, will provide current California licensed drivers that meet the following criteria:
 - a. No more than two moving violations in the past three (3) years
 - b. No at fault accidents or major violations (Driving Under the Influence or Driving While Intoxicated) in the past seven (7) years
 - c. Speak, write, and read English fluently
 - d. Successfully pass background checks annually which include social security number verification, no sex offender, no government restricted lists, no county, state and federal court records, no criminal misdemeanor convictions within the past three (3) years related to the possession, sale or use of illegal drugs, and verification of past living history or other available public records.
3. RideCo, through its Transportation Operations Provider, will regularly screen drivers for legal and illegal substances via an independent medical agency in accordance with the U.S. Department of Transportation regulations.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

4. RideCo, through its Transportation Operations Provider, will train drivers focused on customer service including the ability to:
 - a. Handle inquiries and/or complaints
 - b. Develop rapport and the ability to respond to an individual's needs
 - c. How to handle doubt, misunderstandings and objections
5. RideCo, through its Transportation Operations Provider, will provide road driver training to include:
 - a. Vehicle Familiarization Training
 - b. Tech Applications
 - c. Vehicle Inspection Training
 - d. Onsite Local Knowledge and Culture Training
 - e. On Demand Route Training
 - f. Maintenance Protocol
 - g. Parking and Storage Locations
 - h. Lost & Found Protocol

Customer Service:

1. RideCo, through its subcontractor Transportation Operations Provider, will maintain customer service access through an operations center, during hours of revenue service operations. For those who are not able to access the service via the software application, customers shall be able to call, during hours of revenue service operations, and book rides over the telephone and receive customer support including information about lost items.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

SCHEDULE "B"

RIDECO SERVICE LEVEL AGREEMENT

1. APPROVED EQUIPMENT / THIRD PARTY SOFTWARE

Driver Mobile App Requirements:

- Android Device running 6.0 or above with Google Play Services
- GPS Enabled Phone
- High speed (4G recommended) data plan with a minimum of 2GB/month
- Minimum screen resolution 800x480
- Minimum recommended CPU: Mid-to-High range performance CPU based on ARMv8-A 64-bit Architecture
- 2GB RAM
- 1GB internal storage

Passenger Mobile App Requirements:

- iPhone 5S running iOS 9, or Android device running 5.0.1 or above with Google Play Services
- Minimum screen resolution 800x480
- Minimum recommended CPU: dual-core 1.5GHz
- 1GB RAM
- 200MB internal storage

Browser requirements for operations dashboards:

- Internet Explorer 11
- Google Chrome (v59 or above)
- Firefox (v50 or above)
- Safari 10

2. PRIORITY LEVELS, RESPONSE TIMES AND PROCEDURES

Priority Levels

High	Business critical problems that affect the availability or access of or to the Service Offering for most users
Medium	Not critical but important problems that materially interrupt or restrict the normal production running of the Software (affecting a minority of users)
Low	Not business critical or important. Issues that do not materially impact the normal production running of the Software

Resources and Forms of Support

Support Portal	Utilized for medium or low priority items [** City specific slack channel(s)] (typically one slack channel for each active service)
-----------------------	--

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

Emergency hotline	Used for critical / high priority items [**City specific emergency telephone number] [**City specific emergency slack channel]
--------------------------	---

Support Response Time

Priority	Response Time	Update Frequency	Resolution Time
High	Reviewed by RideCo staff and support ticket updated/created within 2 hours	Every 2 hours or as mutually determined	Within 24 hours RideCo will attempt to resolve all high priority issues within 24 hours, however resolution times may be longer depending on the nature and complexity of the problem.
Medium	Reviewed by RideCo staff and support ticket updated/created within 12 hours	Every working day or as mutually determined	Within five (5) business days
Low	Reviewed by RideCo staff and support ticket updated/created within 24 hours	Every week or as mutually determined	RideCo shall notify City within ten (10) business days of the analysis of the problem, the intended fix and the release in which it will be delivered. Where feasible, RideCo shall provide a temporary workaround to City.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

SCHEDULE “C” PERSONAL DATA PROTECTION UNDERTAKING

“**Personal Data**” means data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which the organization has or is likely to have access;

RideCo agrees that the following terms shall apply where RideCo accesses, handles or uses any Personal Data under the Agreement, including in the course of and/or in connection with exercising its rights or carrying out its obligations under the Agreement:

- a. Unless otherwise permitted by the City, RideCo may only collect, use or process Personal Data as allowed under this Agreement, and RideCo shall comply with any written instructions the City gives RideCo in advance relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, disclosure, treatment, protection, storage and return of Personal Data.
- b. RideCo shall maintain commercially reasonable policies and procedures to protect the security, privacy, integrity, and confidentiality of Personal Data.
- c. If RideCo knows of any breach or potential breach of protective measures or if there has been any actual or potential unauthorized or accidental disclosure of Personal Data, RideCo must inform the City immediately and cooperate with the City in any post-breach investigation or remediation efforts.
- d. RideCo shall notify the City promptly in the event of any claim or complaint from any individual to whom the Personal Data relates and/or where there has been an event of non-compliance with any data privacy laws by RideCo, whether discovered by RideCo or forming the subject of an investigation and/or action by the relevant authorities.
- e. RideCo shall notify the City promptly in the event that RideCo is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any Personal Data to any person.
- f. If under the Agreement, RideCo has to collect any Personal Data from the City’s employees or any other individuals directly, RideCo must notify the individuals about the purpose of RideCo’s collection and must obtain and record (for future reference) their consent before RideCo does so, and RideCo must follow any reasonable instructions which the City may give RideCo in this regard, and must comply with all applicable laws for such collection of Personal Data.
- g. RideCo must not disclose any City Personal Data to any other persons/entities (e.g. to RideCo’s related company/affiliate) or transfer any Personal Data outside of the USA or Canada without the City’s permission in writing.
- h. RideCo shall promptly return to the City or destroy any Personal Data received in error. RideCo must destroy Personal Data as soon as practicable if required by the City. At the end of the Agreement, RideCo must notify the City if RideCo or other recipients (if disclosure of Personal Data to such other recipients has been permitted by the City in writing) have any Personal Data collected/received as part of the Agreement, and follow the City’s instructions on destroying the Personal Data. Following such destruction, the City may require RideCo to certify that RideCo (and such recipients) no longer have Personal Data. If RideCo wants to retain any Personal Data beyond the end of the Agreement, RideCo will be required to inform the City of RideCo’s reasons and seek the City’s agreement on the same.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

SCHEDULE "D"

SOFTWARE FUNCTIONAL REQUIREMENTS

Passenger Application Requirements

Rider Account

- Trip history menu to see trip details
 - Start & end time
 - Starting & ending address
 - Trip cost (if applicable)
 - Help menu to provide feedback, or report other issue
- Reserved trip details
- Recent destinations are automatically saved to rider account

Ride Booking and Tracking:

- Ability to enter an address or select current or specific location on the map
- Reserve multiple seats or seat types (e.g. accessible)
- Reserve trips up to 5 business days in advance
- Reserve multiple trips at once (same trip for multiple days in one week)
- Retain recently queried locations so they are easy to pull up even if rider does not designate them as a “favorite”
- Ability to restrict virtual vs. doorstep drop-off and pick-up points
- Vehicle location, vehicle ID and driver information are displayed while waiting for pickup
- Ability to call and/or leave a note for driver

Payment

- Ability to hold credit card information.
- Place to enter promotional codes

Rating System

- Ride rating (e.g., 1 to 5 stars)

Customer Support

- Legal/terms and conditions
- A place for Frequently Asked Questions (FAQs)
- In app requests for support
- Customer service system that creates trackable tickets for follow up and resolution
- Ability to mask phone number when contacting driver

Driver Application Requirements

- Automatic trip dispatching
- Dynamic routing capabilities to adjust vehicle allocation efficiently.
- Make phone calls to a rider via anonymized phone number
- Ability to launch turn-by-turn driving directions

Operations Dashboard Requirements

- Dashboards accessible to operations coordinators and authorized individuals by the City
- Dashboard displays real-time data on riders, vehicles, drivers and service performance/Key Performance Indicators (KPIs). Data available includes:
 - Ridership

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

- Travel times
 - Trip denial rate
 - Booking abandonment rates
 - On-time performance
 - Trip and driver reviews
 - Trip and driver comments
- Ability to assign different user-level permissions and rights based on operator, seniority, or role.
 - The data gathered will be shared with / available to the operator or agency in multiple formats:
 - **Dashboards** to visualize rider, driver, and performance data, aggregated across a period or at an individual trip/driver level
 - **Weekly and monthly performance reports** provided in Excel, in a performance format to be mutually agreed upon
 - **Exports of the raw data** (rides, vehicles, times, locations etc.) in CSV format that can be further analyzed by the operator or agency staff if they desire

Software Security, Reliability & Privacy Requirements

- The passenger and driver apps are ‘stateless’ and do not store any confidential passenger data on the local device.
- All data is stored securely in the cloud (Amazon Web Services – ‘AWS’).
- The passenger and driver apps communicate securely with the cloud-based platform using RESTful APIs.
- RideCo’s Platform Software has a 99.9%+ historical uptime performance record.
- Data is encrypted in transit using standard HTTPS, using an SSL wildcard certificate.
- All public facing web servers have been hardened using industry standard practices.
- Internal networks are shielded by AWS security groups which define allowable ports and IP addresses for internal services.
- APIs are all secured using token authentication using an identity management system. Tokens are only valid for one user and can only be acquired by successfully authenticating against our authentication API. APIs used by internal components are never exposed publicly. For certain API calls, throttling exists to prevent against DOS type attacks.
- Daily backups of production databases for disaster recovery.
- Software does not store any payment card or billing information on RideCo’s servers.
- The mobile applications and operations dashboards include their own terms of service to end users that include provisions relating to data privacy, confidentiality, and intellectual property rights.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

SCHEDULE "E" INSURANCE REQUIREMENTS

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this "Schedule E". The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's or Consultant's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL): Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limit no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

Workers' Compensation Insurance: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status and Primary/Non-Contributory Language: Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Notice of Cancellation, Suspension or Otherwise Voiding Policies: Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

Waiver of Subrogation: Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"): Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors: Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage: Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply: Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

Applicability of Coverage: Each insurance policy required above shall contain or be endorsed to contain that the Contractor's or Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS TO
APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A
SUBSCRIPTION AND SERVICES AGREEMENT WITH RIDEKO FOR
CONSULTANT SERVICES TO OPERATE MILPITAS ONDEMAND AND MAKING
SOLE SOURCE FINDINGS AND FINDINGS THAT THE PROCUREMENT IS IN
THE BEST INTEREST OF THE CITY**

WHEREAS, in November 2016, Santa Clara County voters approved the 2016 Measure B ballot measure, a 30-year half-cent countywide sales tax to enhance transit, highways, expressways and active transportation programs for bicycles and pedestrians; and

WHEREAS, the Valley Transportation Authority (VTA) established the 2016 Measure B Program and adopted Program categories and guidelines for Innovative Transit Service Models; and

WHEREAS, the goal of the Innovative Transit Service Models Program is to support affordable new innovative transit service models to address first/last-mile connections to transit, serving the vulnerable, underserved, and transit-dependent population; and

WHEREAS, the Innovative Transit Service Models Program provides approximately \$6 million in funding to eligible cities through a competitive grant application process; and

WHEREAS, City staff focused on partnering with a transportation consulting firm that could deliver a transit service model that meets the grant program guidelines and requirements for an innovative service model; and

WHEREAS, City staff, in partnership with RideCo, Inc. (“RideCo”), a transportation consulting firm that provides on-demand transit solutions, submitted a grant application for funding through the Innovative Transit Service Models Program to develop and implement Milpitas OnDemand, an 18-month pilot program to provide a flexible, convenient first/last-mile transit solution with connections to VTA light rail and the Milpitas Transit Center; and

WHEREAS, on March 4th, 2021, the VTA Board of Directors approved the recommended projects, including Milpitas OnDemand, and authorized the General Manager to execute the necessary agreements; and

WHEREAS, the VTA awarded the City of Milpitas grant funding to operate a specific transit service model that only RideCo can deliver; and

WHEREAS, after conducting a good faith review of the available sources and pursuant to Milpitas Municipal Code section I-2-3.06 (Sole Source Procurement), the City’s Purchasing Agent has determined that RideCo is the only source for the implementation and operation of Milpitas OnDemand; and

WHEREAS, Milpitas Municipal Code section I-2-3.03(d) authorizes the City to make procurements without a formal competitive process when authorized by the City Council to be in the best interests of the City; and

WHEREAS, it is in the City’s best interests to contract with RideCo for the reasons noted herein.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to

such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. RideCo is approved as the sole source provider for the implementation and operation of Milpitas OnDemand pursuant to Milpitas Municipal Code section I-2-3.06 (Sole Source Procurement).
3. Pursuant to Milpitas Municipal Code section I-2-3.03(d), the City Council finds that the procurement with RideCo is in the best interest of the City based on the following:
 - a) RideCo customized its proprietary transit service model for the City of Milpitas to use in its Measure B grant application; and
 - b) RideCo is the only firm to have designed and validated the “Hub and Spoke” service model, which combines the convenience of a ride hailing service with the capacity and affordability of a traditional shuttle service; and
 - c) While some vendors can offer some features of the proposed service model, no vendors have been able to demonstrate all the required features to successfully execute this service model; and
 - d) RideCo’s proprietary service model addresses critical first/last-mile connections to transit and supports VTA’s existing light-rail and bus systems, which is an important goal of the Innovative Transit Service Models Program; and
 - e) Of all the on-demand micro-transit software providers in the market, only RideCo has demonstrated a consistent track record of aligning arrival times with the schedules of high-frequency transit schedules; and
 - f) Riders do not have to plan the timing of their trip themselves since RideCo’s platform ensures they arrive on time, unlike other qualified vendors who only provide an estimated time of approval; and
 - g) RideCo has a track record of consistently achieving the highest productivity in first/last-mile projects, which results in a lower cost per passenger than other qualified vendors.
4. The City Manager is hereby authorized and directed to execute the Subscription and Services Agreement with RideCo in a not-to-exceed amount of \$1,355,916 for consultant services related to Milpitas OnDemand.

PASSED AND ADOPTED this _____ day of _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



**CITY OF MILPITAS
SOLE SOURCE OR
SOLE BRAND (STANDARDIZATION) REQUEST**

THIS FORM MUST BE COMPLETED AND APPROVED
PRIOR TO ANY PROCUREMENT

When a request is made for a sole source procurement or to restrict procurement to a specific brand (standardization) for the acquisition of supplies, equipment and materials or services (except for consultant services or contracts with other governmental agencies), as applicable, the requesting department must complete this form consistent with Section I-2-3.06 - Sole Source Procurement or Section I-2-3.14 - Standardization.

Per the aforementioned Municipal Code section, a sole source contract is authorized when the Purchasing Agent determines in writing, after conducting a good faith review of available sources, that only one viable source exists for the required supplies, material, equipment, or general service, or that there is a compelling reason for using only one source. The detailed information you are providing will facilitate such a determination.

Per the aforementioned Municipal Code section, a standardization of supplies, materials or equipment, including information and communication technology products and services and subsequent sole brand procurement is authorized, when the Purchasing Agent has determined that it is required for the health, safety or welfare of the people or employees of the City, or that cost savings have been demonstrated. Among the factors that may be considered in determining to standardize on a single brand or trade name are that:

- a) In order to acquire a specific product(s) for the purpose of conducting a field test or experiment to determine the product's suitability for use by the City.
- b) When it is required for proper operation or function to match other products with respect to the repair or expansion or completion of a system or program already in use by the City, including, but not limited to, technology purchases required to achieve interoperability with existing hardware, software, systems or programs.
- c) In order to achieve significant cost savings based upon consideration of the following cost factors: (1) Timeliness and quality of installation, repair and maintenance; (2) Quality of user training; (3) Supplies and replacement parts; (4) Modification of existing equipment, materials or systems; (5) Future upgrades and updates; (6) Estimated amount and cost of reasonably foreseeable future purchases of equipment that would be required to be compatible or functional with the product which is the subject of the standardization determination; and/or (7) Administrative costs.

This form is not necessary for contracting for professional services or contracting with other governmental agencies.

Please answer in the space provided, or in an attachment address by specific reference, each question listed below in your justification. Be sure to answer each part of each question as each must be addressed; no response can be not applicable. Failure to respond fully to any of the questions may result in delay or rejection of the request due to inadequate justification. **If additional information is necessary, please number the question and attach additional page(s) and/or documents, as needed.**

1. This is a request for a ☒ Sole Source ☐ Sole Brand exception.

If it is your assertion that the manufacturer or distributor is the only authorized source in the Bay Area, Northern California, or whatever the claim is, please substantiate that with a letter from the manufacturer or distributor. The letter must be on their stationary but can be sent via email. Attach a copy to this form.

2. Using appropriate detail, including brand name and model number, briefly describe the product you wish to procure. In the case of a general service use enough detail to clearly describe to someone not familiar with your department's operation what you are procuring.

RideCo is a transportation consulting agency that specializes in micro-transit solutions for local governments. We are seeking to procure RideCo to implement an 18-month micro-transit pilot program. Micro-transit is a flexible on-demand form of transit (e.g., shuttles, vanpool, etc.). RideCo is the only firm that operates a "Hub and Spoke" service model, which blends the efficiency of a first/last mile program (reduce distance between traveler's origin/distance and transit stop/station) with the convenience of an on-demand service (e.g., Uber, Lyft, etc.). The primary goal of the program is to take advantage of the new Milpitas BART Station and promote transit ridership by providing a safe and convenient option for commuters and residents to access existing transit services. For example, a commuter can request pickup at a virtual stop near his/her home through a mobile app and a RideCo vanpool will transport the commuter to a nearby transit station, which he/she can then take to the office. Please see the attachment for more detail.

3. Please provide the total not-to-exceed amount of the purchase and/or agreement/contract as well as the requested term.

Total Cost: \$ 1,084,732.80

Term: 18 months

Detailed cost breakdown explanation per year:

Hourly Vehicle Operations and Software Cost: \$34.00

RideCo Hourly Cost: \$5.10

Annual Hours of Service: 3,120

Vehicles: 7

Annual Operating Cost: $(\$34.00 + \$5.10) \times 3,120 \times 7 = \$853,944.00$

Marketing: \$75,000

Total Annual Cost: \$928,944 (prorates to \$1,355,916 over 18 months)

Local Match (Developer Contribution): 20% (subtract from Total Cost)

Contract Amount: \$1,084,732.80

4. For goods: What are the unique performance features of the product/brand requested that are not available in any other product/brand? For services: What unique qualifications, rights, degrees, certifications, licenses and/or experience does this vendor possess?

Traditionally, micro-transit services operate as either "point to point" or "first-last mile" programs. The Measure B Grant required "innovative service models" and Measure B staff indicated that these two service models were not considered innovative enough. We selected RideCo to partner with us on the grant because they are the only firm to have designed and validated an innovative model they call "Hub and Spoke" in Calgary, AB. RideCo worked with us to customize the Hub and Spoke model to Milpitas for use in our Measure B Grant Application. The VTA awarded Milpitas the grant to operate this specific service model and RideCo is the only firm with the necessary product features to do so. While some vendors have some of the required features no other vendor has been able to demonstrate all the required features to successfully execute this service model. Please see the attachment for more detail.

5. What other products/services have been examined and rejected, and why? (Please provide a specific meaningful explanation, one vendor and one feature at a time. For products be sure to clearly identify the product by name and model number and include the name, address, email, and telephone number of the company representative whose product you tested.)

Transloc: Transloc is a competitor of RideCo but they do not have the technical ability to align micro-transit trips with the arrival and departure schedules of high-frequency fixed-route transit connections. RideCo is the only platform that intelligently aligns micro-transit trips with fixed-route schedules so that passengers arrive "just on time". Beyond reduced wait times, this has a major impact on how efficient the algorithm is at pooling passengers, which results in a lower cost per passenger. There is no indication that Transloc is capable of providing us with the efficiency required to make this service successful.

Via Mobility: Via does not provide a "guaranteed arrival times" feature; they only provide an "estimated time of arrival". Providing passengers with certainty that they will make their connection in time is a critical component of this "Hub and Spoke" program. RideCo provides guaranteed arrival times that align with the departure of fixed-route schedules. Please see the attachment for more detail.

6. If justification is based on matching and/or intermixing with existing equipment (standardization or sole brand only), list the quantity, manufacturer, brand, and model of the existing equipment, and identify measurable cost savings consistent with the sole brand requirements identified on page one of the request form (attach calculations as necessary).

N/A

I HEREBY CERTIFY THAT:

1. I have read and understand the City's requirements for competitive bidding, as well as the criteria for justification for sole source and sole brand procurements.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment/service.
3. There is validity as to the information contained herein justifying my request for sole source or sole brand procurement and meeting the City's criteria.
4. A sole source or sole brand procurement in this case would withstand a possible audit or a vendor's protest.

Requestor: **Jay Lee**

Digitally signed by Jay Lee
Date: 2021.02.25 18:20:22 -08'00'

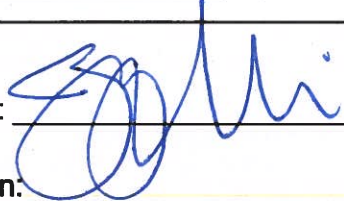
Date: 2/25/21

Department Head: 

Date: 02/26/2021

PURCHASING DIVISION USE ONLY:

APPROVED: Yes

Purchasing Agent: 

Date: 16 Sept 2021

Purchasing Agent's Written Determination:

See Attached email exchange from C. Schroeder and L. Cai dated 29 Mar 2021

SOLE SOURCE OR SOLE BRAND REQUEST

A. OVERVIEW

Purchasing recognizes that departments often invest a great deal of time and effort in selecting a source or brand, prior to submitting a requisition to Purchasing. Even though the departmental review process prior to the submittal of a requisition may be sound, it is highly recommended to quickly engage with Purchasing as soon and early in the process as possible to ensure all documentation and justifications for the request are consistent with the Municipal Code.

Likewise, Purchasing can be an effective partner in a competitive review process given adequate time and involvement in your requirement definition.

In an effort to expedite sole source or sole brand requisitions through Purchasing, you are directed to review the Sole Source or Sole Brand Request form herein. If the Department feels the request meets the criteria, follow the instructions in filling out the form and attach it to the requisition. After review, if Purchasing concurs with your sole source or sole brand justification, the requisition may be expedited without the competitive solicitation requirements.

This is an internal City review process. Departments are directed to use discretion in their discussion with vendors so as to not compromise any competitive advantage that Purchasing may utilize; in the event the sole source or sole brand justification is rejected.

Rather than merely a shift of the review burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand and provides you with the method by which to make requisitioning efforts more efficient adhering to the City's Purchasing Ordinance.

In order for Purchasing to accept a request for sole source/sole brand, the certification form referenced is made a part of the **Purchasing Agent's written determination** as provided by the Municipal Code must be signed by the Department Head. The completed form will remain on file for audit purposes.

B. PROCEDURE

Sole source or sole brand procurements are an exception to competitive solicitation requirements and, therefore, require a detailed justification. In processing sole source or sole brand requests for supplies, equipment and/or services (except for consultant services or contracts with other governmental agencies), Purchasing adheres to and is governed by the principles set forth in City of Milpitas Municipal Code Section I-2-3.06 - Sole Source Procurement or Section I-2-3.14 - Standardization as approved by the City Council.

If the requesting Department is requesting a particular vendor, brand or product, staff must

make this fact clear on your requisition. If approved, the request will then be restrictive and non-competitive and will fall into a sole source or sole brand category.

Such a request should not be made unless Department staff is confident that the request is **reasonable and appropriately justified to meet the City's requirements and withstand any possible audit or scrutiny.** The City's requirements and the format for submitting such requests are contained herein.

The following factors DO NOT apply to sole source requests and should not be included in any sole source and/or sole brand justification request. They will not be considered and only tend to confuse the evaluation process and delay the procurement.

1. Personal preference or experience with or for a particular product or vendor.
2. Cost, vendor performance, and/or local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.
4. Explanation of the need and/or basic use for the equipment, unless the information **relates to a request for "unique factors"** (refer to question three from the Sole Source/Sole Brand Request form). In other words, it is not appropriate to only state the Department is requesting a specific tree trimmer so staff can trim trees, instead explain why this particular trimmer with these exact performance specifications is the only one that will meet the **Department's need(s).**
5. **A request for "no substitution" submitted without justification. This is just a sole source or sole brand request without justification and will be rejected**

RideCo Program Description & Sole Source Justification

The City of Milpitas, in partnership with RideCo, anticipates receiving a \$1,084,732 grant from the Santa Clara County Valley Transportation Authority (VTA) through its 2016 Measure B Innovative Transit Service Models Competitive Grant Program to operate an innovative transit program for the City's residents, workers, and visitors. The primary goal of the program is to take best advantage of the new BART connection within Milpitas and promote transit ridership by offering a more convenient transportation service. Traditionally micro-transit services operate as either "point to point" or "first-last mile" programs. The Measure B Grant required "innovative service models" and Measure B staff indicated that these two service models were not considered innovative enough. We selected RideCo to partner with us on the grant because they are the only firm to have designed and validated an innovative model they call "Hub and Spoke".

The Hub and Spoke service model is an innovative variant of a traditional First Last Mile program that provides flexible and convenient mobility to, from, and between transit hubs and key points of interest. In this case, 4 "hubs" have been selected. Three are located at key transit stations and one at City Hall. "Spokes" are placed citywide such that every resident is within a ¼ mile or a 5-minute walk of a predetermined virtual stop on the "spoke". Riders will be able to take OnDemand rides from any spoke to one of the hubs, or from one of the hubs to any spoke, or from one hub to another (e.g., from a transit stop to City Hall). This model intelligently blends the efficiency of a first last mile program with the convenience of a city wide OnDemand service. Milpitas will be just the second transit agency globally to launch such a program. This type of service was launched by RideCo in Calgary, Alberta with great success. RideCo was also recently selected by Los Angeles Metro to plan and implement the largest microtransit program ever in a two-year, two-phase procurement.

RideCo worked with us to customize the Hub and Spoke model in Milpitas for use in our Measure B Grant Application. The VTA awarded Milpitas the grant to operate this specific service model and RideCo is the only firm with the necessary product features to do so. While some vendors have some of the required features no other vendor has been able to demonstrate all the required features to successfully execute this service model.

RideCo is the only qualified firm that deploys first-mile last-mile services that align microtransit trips with the arrival and departure schedules of high frequency fixed-route transit connections. Schedules are configured in their platform to ensure passengers make their transfers on-time. In the case of first-mile trips, riders are offered trip options that drop them off at their transit connection several minutes prior to its scheduled departure time. In last-mile trips, riders are offered trip options that depart a few minutes after the scheduled arrival of their high-frequency fixed-route trip. Each booking in the system is provided with a firm arrival time that will not be violated. This arrival time considers both historical and real time traffic analytics, predictive weather, and road conditions. Other qualified vendors have not consistently demonstrated the ability to give firm arrival times that are specifically aligned with high-frequency fixed-route schedules. Instead, they typically provide only an Estimated Time of Arrival (ETA). Of all the on-demand microtransit software providers in the market today, only RideCo has demonstrated a consistent track record of aligning firm arrival times with the schedules of high-frequency fixed-route transit schedules.

This unique functionality has two critical implications:

1. RideCo has a unique track record of consistently achieving the highest productivity in first-mile last-mile projects – often 30% better than otherwise qualified vendors.
2. RideCo ensures that passengers arrive just on time which limits their trip duration and reduces the wait time between trips. Riders no longer need to plan the timing of their trip themselves – the platform ensures they arrive on time.

Specific examples of two prominent competitors are provided below.

1. **Transloc:** Transloc is a competitor of RideCo with many microtransit pilots throughout the US. Transloc does not have the technical ability to align microtransit trips with the arrival and departure schedules of high-frequency fixed-route transit connections. This has a number of consequences. As the Measure B grant is intended for innovative first last-mile solutions, connection into high-frequency fixed-route transit will represent a large percentage of our trips. RideCo is the only platform that intelligently aligns microtransit trips with fixed-route schedules so that passengers arrive "just on time". Beyond the customer experience benefit of reduced wait times, this has a major impact on how efficient the algorithm is at pooling passengers. Generally, the higher the pooling rate means that the cost per passenger is lower. Cost per passenger is an important success metric in this program and there is no indication from historical service that Transloc is capable of providing us with the efficiency required to make this service successful.
2. **Via Mobility:** Via does not provide a "guaranteed arrival times" feature; their system only provides an "estimated time of arrival". Providing passengers certainty that they will make their connection in time is a critical component of this "Hub and Spoke" program. RideCo provides guaranteed arrival times that align with the departure of fixed-route schedules.

Cost per passenger is an important measure of success in this project. We were required to estimate this in our grant application, and we are obligated to report this number to the VTA. Because the hourly cost of operating a vehicle is fixed, the cost per passenger is heavily influenced by the productivity of the service. Productivity means the number of passengers transported per vehicle per hour. In Microtransit services, the productivity depends on the algorithm's ability to efficiently pool passengers by selecting the optimal shared routes. RideCo achieves industry-leading productivity of 7.9 passengers per vehicle hour in their first last-mile service in Calgary. The next best competitor is Via, but their most successful First Last Mile program only achieves a productivity of approximately 4.9 passengers per vehicle hour. This reduction in productivity would mean Mipitas would need to have more vehicles on the road to transport the same number of people. This would lead to both higher gross operating costs and higher cost or passenger.



To: Jay Lee, City of Milpitas
From: Ben Brubaker-Zehr, RideCo
Re: VTA Funded OnDemand Transit Program
June 15, 2021

The City of Milpitas, in partnership with RideCo, anticipates receiving a \$1,084,732 grant from the Santa Clara County Valley Transportation Authority (VTA) through its 2016 Measure B Innovative Transit Service Models Competitive Grant Program to operate an innovative transit program for the City's residents, workers, and visitors. The primary goal of the program is to take best advantage of the new BART connection within Milpitas and promote transit ridership by offering a more convenient transportation service. Traditionally micro-transit services operate as either "point to point" or "first-last mile" programs. The Measure B Grant required "innovative service models" and Measure B staff indicated that these two service models were not considered innovative enough. We selected RideCo to partner with us on the grant because they are the only firm to have designed and validated an innovative model they call "Hub and Spoke".

The Hub and Spoke service model is an innovative variant of a traditional First Last Mile program that provides flexible and convenient mobility to, from, and between transit hubs and key points of interest. In this case, 4 "hubs" have been selected. Three are located at key transit stations and one at City Hall. "Spokes" are placed citywide such that every resident is within a ¼ mile or a 5-minute walk of a predetermined virtual stop on the "spoke". Riders will be able to take OnDemand rides from any spoke to one of the hubs, or from one of the hubs to any spoke, or from one hub to another (e.g., from a transit stop to City Hall). This model intelligently blends the efficiency of a first last mile program with the convenience of a city wide OnDemand service. Milpitas will be just the second transit agency globally to launch such a program. This type of service was launched by RideCo in Calgary, Alberta with great success. RideCo was also recently selected by Los Angeles Metro to plan and implement the largest micro-transit program ever in a two-year, two-phase procurement.

RideCo worked with us to customize the Hub and Spoke model in Milpitas for use in our Measure B Grant Application. The VTA awarded Milpitas the grant to operate this specific service model and RideCo is the only firm with the necessary product features to do so. While some vendors have some of the required features no other vendor has been able to demonstrate all the required features to successfully execute this service model.

RideCo is the only qualified firm that deploys first-mile last-mile services that align micro-transit trips with the arrival and departure schedules of high frequency fixed-route transit connections. Schedules are configured in their platform to ensure passengers make their transfers on-time. In the case of first-mile trips, riders are offered trip options that drop them off at their transit connection several minutes prior to its scheduled departure time. In last-mile trips, riders are offered trip options that depart a few minutes after the scheduled arrival of their high-frequency



fixed-route trip. Each booking in the system is provided with a firm arrival time that will not be violated. This arrival time considers both historical and real time traffic analytics, predictive weather, and road conditions. Other qualified vendors have not consistently demonstrated the ability to give firm arrival times that are specifically aligned with high-frequency fixed-route schedules. Instead, they typically provide only an Estimated Time of Arrival (ETA). Of all the on-demand micro-transit software providers in the market today, only RideCo has demonstrated a consistent track record of aligning firm arrival times with the schedules of high-frequency fixed-route transit schedules.

This unique functionality has two critical implications:

1. RideCo has a unique track record of consistently achieving the highest productivity in first-mile last-mile projects – often 30% better than otherwise qualified vendors.
2. RideCo ensures that passengers arrive just on time which limits their trip duration and reduces the wait time between trips. Riders no longer need to plan the timing of their trip themselves – the platform ensures they arrive on time.

Specific examples of two prominent competitors are provided below.

1. Transloc: Transloc is a competitor of RideCo with many microtransit pilots throughout the US. Transloc does not have the technical ability to align microtransit trips with the arrival and departure schedules of high-frequency fixed-route transit connections. This has a number of consequences. As the Measure B grant is intended for innovative first last-mile solutions, connection into high-frequency fixed-route transit will represent a large percentage of our trips. RideCo is the only platform that intelligently aligns microtransit trips with fixed-route schedules so that passengers arrive "just on time". Beyond the customer experience benefit of reduced wait times, this has a major impact on how efficient the algorithm is at pooling passengers. Generally, the higher the pooling rate means that the cost per passenger is lower. Cost per passenger is an important success metric in this program and there is no indication from historical service that Transloc is capable of providing us with the efficiency required to make this service successful.
2. Via Mobility: Via does not provide a "guaranteed arrival times" feature; their system only provides an "estimated time of arrival". Providing passengers certainty that they will make their connection in time is a critical component of this "Hub and Spoke" program. RideCo provides guaranteed arrival times that align with the departure of fixed-route schedules.

Cost per passenger is an important measure of success in this project. We were required to estimate this in our grant application, and we are obligated to report this number to the VTA. Because the hourly cost of operating a vehicle is fixed, the cost per passenger is heavily influenced by the productivity of the service. Productivity means the number of passengers



transported per vehicle per hour. In Microtransit services, the productivity depends on the algorithm's ability to efficiently pool passengers by selecting the optimal shared routes. RideCo achieves industry-leading productivity of 7.9 passengers per vehicle hour in their first last-mile service in Calgary. The next best competitor is Via, but their most successful First Last Mile program only achieves a productivity of approximately 4.9 passengers per vehicle hour. This reduction in productivity would mean Mipitas would need to have more vehicles on the road to transport the same number of people. This would lead to both higher gross operating costs and higher cost or passenger

Ben Brubaker-Zehr

Regional Director

Ben Brubaker-Zehr

Zachary DeVine

From: Lauren Lai
Sent: Monday, 29 March, 2021 21:10
To: Christopher Schroeder
Subject: Re: RideCo

Hi Chris -- Thanks for that background. Concur and approve sole source.



Lauren Lai, CPA, MPA

Finance Director / Risk Manager

455 East Calaveras Boulevard, Milpitas CA 95035

Phone (408)586-3111

Email llai@ci.milpitas.ca.gov

www.ci.milpitas.ca.gov

From: Christopher Schroeder <cschroeder@ci.milpitas.ca.gov>
Sent: Friday, March 26, 2021 3:09 PM
To: Lauren Lai <llai@ci.milpitas.ca.gov>
Subject: RideCo

Lauren:

This is for a large project (Pilot Program) funded by a grant from Valley Transportation Authority (VTA). The award letter VTA issued is for "Milpitas On Demand" and RideCo is specifically named as the co-applicant. This program was specifically designed for Milpitas and the assumption is that the "co-applicant" will perform the work. I reviewed this with Legal (Kevin Wang of BBK) and he did not see any problems. Ashwini and the Milpitas team have been working on this project for over a year; I am inclined to approve the purchase for all the reasons detailed in the sole source but I wanted you to see it first.

Please advise?

Chris



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve the Mural Program City Council Policy and Appropriate First Year Annual Funding in the amount of \$50,000.
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	10/5/2021
Staff Contact:	Renee Lorentzen, Recreation and Community Services Director, 408-586-3409
Recommendation:	Approve the Mural Program City Council Policy and appropriate \$50,000 from the Public Art Fund to Public Arts CP 3489

Background:

At the March 16, 2021 City Council meeting, at Vice Mayor Carmen Montano's request, City Council directed that the Arts Commission develop a framework for a mural program, incorporating best practices.

At its April 26, 2021, Special Meeting, staff presented the Arts Commission with options drawn from successful mural programs in other cities. Many cities have mural programs that provide a mechanism for residents to recommend a location to be beautified with a mural and include murals on both public and privately owned walls.

Staff developed a mural program proposal and presented it at a Special Meeting of the Arts Commission on June 28, 2021. The Arts Commission voted unanimously to recommend the program discussed below to City Council, with one minor addition of a QR code at the bottom of each mural to allow the public to get more information about the mural and artist.

On August 5, 2021 City staff brought a draft City Mural Program to City Council for feedback and further direction. Through this discussion, City Council asked that staff add provision in the Mural Program for local Milpitas artists to be solely considered for at least one (1) mural project commission. Additionally, Council did not support street murals.

Analysis:

Based on general Council consensus and staff presentation during the August 5 City Council meeting, staff developed the Mural Program City Council Policy (see attached).

The Purpose of the Mural Program Policy is as follows:

“The Mural Program seeks to promote mural activity reflective of the heritage, diversity and aspirations of our community through engagement with muralists, property owners, community stakeholders and residents.”

The Policy statements, as outlined below, provide guidance to staff for the annual Mural development and installation process.

1. Support the creation of up to four murals annually through community engagement.
2. Encourage mural creation as part of broader place-making efforts throughout the City.
3. Mitigate blight, graffiti or vandalism.
4. Maintain murals with a focus on City-sponsored murals.

5. Add up to four mural art installations annually to the City's public art inventory.
6. Only City-owned spaces including through easements can be funded and maintained with Public Art Funds.
7. Establish a list of artists regularly with a focused outreach to artists living or working in the City of Milpitas.
8. At least one of the annual up to four mural installations will be designated for local artists.
9. Artists are paid a stipend, as approved by the Arts Commission, for submitting proposals in response for mural design proposal.

As detailed in the attached policy, based on the purpose, policy statements, and certain definitions, the annual mural program process is detailed including the process for nominating spaces, prioritizing nominated spaces, establishing a pre-qualified lists of artists, establishing mural selection committees, and the mural selection process based on Council approved criteria.

As part of the annual process, Council will be asked to approve the spaces and themes for up to four murals annually and, after the completion of the Mural Selection Committees work, the design concepts as recommended by the Arts Commission. Staff recommends an appropriation action in the Public Art Fund in the amount of to fund the FY 2021-22 Mural Program, which is the estimated cost to design and install four murals by end of summer 2022.

Fiscal Impact:

The Public Art Fund balance is currently \$1,253,478. It is estimated that an annual mural program will cost \$50,000 per year. Subsequent annual funding, starting with FY2022-23, will be part of the City's annual Budget process.

Recommendation:

Approve the Mural Program City Council Policy and appropriate \$50,000 from the Public Art Fund to Public Arts CP 3489.

Attachments:

1. Draft City Mural Program Policy
2. Budget Change Form



CITY OF MILPITAS

Revision	Date

CITY COUNCIL POLICY

Policy No: Click or tap here to enter text.	Mural Program	Effective Date: Click or tap to enter a date.
Revision No: Click or tap here to enter text.	Policy Administrator: Recreation and Community Services	Next Review Due: Click or tap to enter a date.
Related Policies and Procedures: Click or tap here to enter text.	Approved by: City Council	Date Approved: Click or tap to enter a date.

1. PURPOSE

- 1.1. The Mural Program seeks to promote mural activity reflective of the heritage, diversity and aspirations of our community through engagement with muralists, property owners, community stakeholders and residents.

2. POLICY

- 2.1. Support the creation of up to four murals annually through community engagement.
- 2.2. Encourage mural creation as part of broader place-making efforts throughout the City.
- 2.3. Mitigate blight, graffiti or vandalism.
- 2.4. Maintain murals with a focus on City-sponsored murals.
- 2.5. Add up to four mural art installations annually to the City's public art inventory.
- 2.6. Only City-owned spaces, or City controlled spaces through easements, can be funded and maintained with Public Art Funds.
- 2.7. Establish a list of artists regularly with a focused outreach to artists living or working in the City of Milpitas.
- 2.8. At least one of the annual up to four mural installations will be designated for local artists.
- 2.9. Artists are paid a stipend, as approved by the Arts Commission, for submitting proposals in response for mural design proposal.

3. DEFINITIONS

- 3.1. A mural is defined as the creation of public art funded by public or private funds on walls, utility boxes and other surfaces accessible to the public.
- 3.2. Public Art is defined in the municipal code as "works of art located on, affixed or applied to City property." (Milpitas Municipal Code, Title V, Chapter 20, Section 310.)
- 3.3. Monies in the Public Art Fund shall be used exclusively to (1) provide sites for works of art, (2) acquire and install works of art, (3) maintain works of art, or (4) fund other administrative costs associated with the Public Art Program. The Art Commission shall recommend utilization of monies in the Public Art Fund to the City Council. (Milpitas Municipal Code, Title XI, Chapter 10, Section 14.)
- 3.4. A local artist is defined with having the primary residence with the City of Milpitas.

4. PROCEDURE

- 4.1. Any resident, business owner or artist may nominate any space, which is publicly accessible and within City limits, to the Director of Recreation and Community Services for mural beautification. Those nominating a space must include a photo and short statement on why they believe the location should be considered for a mural. They may include additional information about potential theme and suggestions for community involvement.
- 4.2. The City Council may direct staff to commission a mural for a certain theme and/or a certain location as part of this annual process or on an expedited timeline depending on staff capacity.
- 4.3. Other public agencies' properties nominated to participate in the Mural Program, if agreed to by the other public agency, such public agency must fund and maintain its own murals.
 - 4.3.1. Other public agencies are exempt from payment of the project coordination fee for installing murals in Milpitas.
- 4.4. Privately owned space nominated to participate in the Mural Program, if agreed to by the private property owner, private owners must fund and maintain their own murals.
 - 4.4.1. The owner will be required to cover the design stipends, mural cost, a mural program administrative fee to fully recover staff time and overhead for project coordination and any applicable permit fees.
 - 4.4.1.1 The mural program administrative fee funds staff time to provide oversight of the mural project, provide template agreements, and help the property owner achieve a successful mural.
 - 4.4.1.2 Alternatively, the property owner could agree to a long-term easement or lease agreement with the City including the recordation of such agreement on the property title with the Santa Clara County Recorder's Office in exchange for the City supporting the artwork installation with staff time and/or funding. With the use of public funds, public access to the mural on private property, even if the property changes hands in the future, is required.
- 4.5. The Arts Commission will be tasked to recommend to the City Council for approval a prioritization of spaces and themes nominated as part of the annual process using the following framework: (1) Multiple requests for same site/neighborhood support; (2) Nominator's statement(s); (3) Mitigation of blight, graffiti vandalism; (4) Potential for placemaking, positive impact on neighborhood; and (5) Community involvement in design, painting etc.
- 4.6. Every two to three years, or as needed, staff conducts a Request for Qualifications process to establish a pool of mural artists with a focused outreach to local artists.
 - 4.6.1. The Arts Commission will prequalify any artist whose portfolio adequately demonstrates that they have the ability to successfully complete a public art mural Milpitas.
 - 4.6.2. The Prequalified Artists list will be available for review by Mural Selection Committees and any private property owner wishing to commission a mural. The list will note artists approximate fee range and type of community involvement they are willing to incorporate in their work.
 - 4.6.3. To increase the pool of local artists, staff seeks to establish youth artist partnerships with the Milpitas Unified School District and local youth organizations.
- 4.7. After Council approval of up to four spaces and themes for the annual mural process, staff recruits for each site residents and stakeholders interested in volunteering to serve on a five-member Mural Selection Committee.

- 4.7.1. Each Mural Selection Committee reviews Prequalified Artists and select a limited number to be invited to submit design proposals
- 4.7.2. For owned or other Public Agency spaces, the Mural Selection Committee shall consist of one Arts Commissioner, two stakeholders (i.e. building tenants, neighboring businesses, other public agency representative or regular users), and two residents
- 4.7.3. For privately owned spaces, the Mural Selection Committee shall consist of one Arts Commissioner, the building owner, one stakeholder (i.e. building tenants, neighboring businesses, other public agency representative or regular users), and two residents
- 4.8. The Mural Selection Committee will consider the following factors in selection of mural designs:
 - 4.8.1. Design is consistent with the purpose and goals of the Mural Program.
 - 4.8.2. Design content is suitable for a general audience.
 - 4.8.3. Design adds to the character of the area and enhances place-making.
 - 4.8.4. Design does not clash with surrounding buildings.
 - 4.8.5. Design scale is appropriate for the location, primary viewer (pedestrian, vehicular).
 - 4.8.6. Design does not contain words or images that would constitute signage for a business. Any design that could be construed as business signage may require additional review by the Planning Department for payment of a fee prior to acceptance.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	213-2909 331-9513489153833	\$50,000 \$50,000	213-3952 331-951348974800	\$50,000 \$50,000

Approve the City Mural Program and budget appropriation in the amount of \$50,000 from the Public Art Fund to Public Arts CP 3489

Background:

At the March 16, 2021 City Council meeting, at Vice Mayor Carmen Montano's request, City Council directed that the Arts Commission develop a framework for a mural program, incorporating best practices.

At its April 26, 2021, Special Meeting, staff presented the Arts Commission with options drawn from successful mural programs in other cities. Many cities have mural programs that provide a mechanism for residents to recommend a location to be beautified with a mural and include murals on both public and privately owned walls.

Staff developed a mural program proposal and presented it at a Special Meeting of the Arts Commission on June 28, 2021. The Arts Commission voted unanimously to recommend the program discussed below to City Council, with one minor addition of a QR code at the bottom of each mural to allow the public to get more information about the mural and artist.

On August 5, 2021 City staff brought a draft City Mural Program to City Council for feedback and further direction. Through this discussion, City Council asked that staff add provision in the Mural Program for local Milpitas artists to be solely considered for at least one (1) mural project commission. Additionally, there was not consensus from the Council on including City streets as part of the definition of mural art areas. Concerns over mural art in the streets, with respect to Public Art Fund dollar investments, were due to the 1) longevity of a mural on this surface due to vehicular traffic wear and tear and 2) any street or utility maintenance that would cause the mural to be damaged or eradicated.

Based on this feedback and direction, the City Mural Program has been updated and is presented to City Council for final approval.

Analysis:

As reviewed and recommended at the August 5, 2021 City Council meeting:

Mural Program Purpose Statement Goals and the Mural Art definition:

Purpose Statement

"The Mural Program seeks to promote mural activity reflective of the heritage, diversity and aspirations of our community through engagement with muralists, property owners, community stakeholders and residents."

Goals

- Support the creation of up to four murals annually through community engagement;
- Encourage mural creation as part of broader place-making efforts throughout the City;
- Mitigate blight, graffiti or vandalism; and
- Maintain murals with a focus on City-sponsored murals.

Definition

For the purpose of the proposed mural program, a mural is defined as the creation of public art funded by public or private funds on walls, utility boxes and other surfaces accessible to the public.

Annual Mural Program Process

To ensure long-term sustainable funding and existing staff capacity, the program will implement an annual process for adding up to four mural art installations to the City's public art inventory.

Process for Nominating Spaces

Any resident, business owner or artist may nominate any space, which is publicly accessible and within City limits, to the Director of Recreation and Community Services for mural beautification. Those nominating a space must include a photo and short statement on why they believe the location should be considered for a mural. They may include additional information about potential theme and suggestions for community involvement.

Under the program, only City-owned spaces can be funded and maintained with Public Art Funds. The fund is limited to Public Art, which is defined in the municipal code as "works of art located on, affixed or applied to City property." (*Milpitas Municipal Code, Title V, Chapter 20, Section 310.*)

If a property owned by other public agencies is nominated and the public agency agrees to participate in the Mural Program, the public agency must fund and maintain their own murals. However, staff recommends that the City will waive the project coordination fee for other agencies installing murals in Milpitas.

If a privately owned space is nominated by anyone other than the property owner, Staff will contact the owner to determine if they wish to participate in the program. Private owners who wish to participate in the program must fund and maintain their own murals. The owner will be required to cover the design stipends, mural cost, plus a \$700 administrative fee to cover staff time for project coordination and any applicable permit fees. Staff will also provide oversight of the mural project, provide template agreements, and help the property owner achieve a successful mural.

Alternatively, the property owner could agree to a long-term easement or lease agreement with the City including the recordation of such agreement on the property title with the Santa Clara County Recorder's Office in exchange for the City supporting the artwork installation with staff time and/or funding.

Additionally, the City Council may direct staff to commission a mural for a certain theme and/or a certain location as part of this annual process or on an expedited timeline depending on staff capacity.

Process for Prioritizing Spaces

The Arts Commission will be tasked to prioritize spaces nominated as part of the annual process using the following framework:

1. Multiple requests for same site/neighborhood support
2. Nominator's statement(s)

3. Mitigation of blight, graffiti vandalism
4. Potential for placemaking, positive impact on neighborhood

Prequalified Artists List

The City will conduct an extensive Request for Qualifications to develop a large pool of mural artists to be reviewed by the Arts Commission. The Commission will prequalify any artist whose portfolio adequately demonstrates that they have the ability to successfully complete a public art mural Milpitas.

The Prequalified Artists list will be available for review by Mural Selection Committees and any private property owner wishing to commission a mural. The list will note artists approximate fee range and type of community involvement they are willing to incorporate in their work.

At least one of the annual Mural installations will be designated for local artists. This will be achieved by either 1) invitation to submit proposals to the prequalified artists who are local; 2) special Call for Artists defining required artist of local residence, for the particular project area; or 3) Site location and nominator's statement identifies local youth artist partnership (for example, Milpitas High School Students painting utility boxes as a school project).

Policy Alternative:

N/A

Fiscal Impact:

The Public Art Fund balance is currently \$1,253,478. It is estimated that an annual mural program will cost \$50,000 per year. Subsequent annual funding, starting with FY2022-23, will be part of the City's annual Budget process.

California Environmental Quality Act:

Not applicable.

Recommendations:

Approve the City Mural Program and budget appropriation in the amount of \$50,000 from the Public Art Fund to Public Arts CP 3489.

Attachments:

Draft City Mural Program Policy
Budget Change Form

☐ Check if City Council Approval required.

Meeting Date: October 05, 2021

Requested by:	Department Head: Renee Lorentzen	Date: October 05, 2021
Reviewed by:	Finance Director: Lauren Lai	Date: October 05, 2021
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Police Chief Position Reassignment Benefit Approval and Authorization
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	10/5/2021
Staff Contact:	Jeannine Seher, Human Resources Director, 408-586-3086
<u>Recommendation:</u>	Approve and authorize the City Manager to include a Position Reassignment Benefit in the Police Chief appointment letter.

Background:

On December 31, 2020, Jared Hernandez, was appointed as the Acting Chief of Police until the City Manager appoints a permanent Chief of Police. During the last nine months Acting Chief Hernandez has taken charge of his department, established positive relationships with the community and worked well with members of the City Council and the City Manager's Office.

Acting Chief Hernandez has served the Milpitas Police Department and community in some capacity for nearly 30 years. He started his career with the City of Milpitas in 1991 as a volunteer in the Police Department's Explorer program. In 1996, he was hired as a part-time Dispatcher Trainee and, in 1997, he assumed the permanent part-time Communications Dispatcher position. In 1999, he was hired as a Police Officer Trainee and after successfully completing his training he was promoted to Police Officer. As Police Officer, Acting Chief Hernandez served in a variety of roles including Crisis Negotiator, Field Training Officer, and Detective in the Special Investigations Unit. In 2007, he was promoted to Sergeant where he served as a patrol supervisor, supervisor of the Special Investigations Unit, supervisor of the Santa Clara County AB109 Task Force, Crime Reduction Team Supervisor, and as the Personnel and Training Sergeant. In 2016, he was promoted to Lieutenant in patrol services and commanded the SWAT Team. In 2019, he was promoted to Captain and managed the Field Services Division and Special Operations Division.

In September of 2020, Acting Chief Hernandez was promoted to Assistant Police Chief responsible for the supervision of the department's three divisions including the Field Services, Special Operations, and Technical Services Divisions. During this tenure as Acting Police Chief and Assistant Police Chief, he oversaw many significant projects including but not limited to the Police Department's operating budget, development of an Unmanned Aircraft System program, the Homeless Outreach Program, Mobile Command Van project, and Employee Wellness program.

During his tenure as the Acting Chief of Police, Hernandez has prioritized community engagement and has focused on building new relationships and strengthening existing relationships with members of our community. He has enhanced existing programs such as Neighborhood Watch, Coffee with a Cop, and National Night Out and is implementing new programs such as a traffic diversion program for Seniors and Teens, a Juvenile Diversion program, and a Paws of Patrol program, designed to supplement traditional Neighborhood Watch programs and encourage citizens to be active and alert while walking pets. Acting Chief Hernandez is also proactive in addressing emerging issues facing our Community. For example, he authored a community letter addressing developing crime trends targeting Asian community members in the Bay Area.

He went further by personally delivering the letter to Asian business owners while offering support and engaging in dialogue to hear their concerns and work with them to develop solutions.

Acting Police Chief Hernandez's roots are in Milpitas; having grown up here and attending Curtner Elementary School, Thomas Russell Middle School and Milpitas High School. He earned a Bachelor's degree in Criminal Justice and has continued his professional development in law enforcement and is awaiting acceptance to the FBI National Academy, which has been delayed due to the Pandemic.

Analysis:

Based on Acting Chief Hernandez's broad knowledge of public safety operations, public safety management, creative and continuous community engagement program paired with his historical institutional knowledge and knowledge of the City of Milpitas, City Manager Steve McHarris intends to appoint Acting Chief Hernandez as the City's Police Chief. The Chief of Police is an at-will position which under normal circumstances may not be a significant barrier to dissuade qualified applicants with remaining service years before retirement eligibility from accepting such an appointment. However, the risks for the Police Chief position may be exacerbated by a variety of factors including local and national sentiment towards law enforcement, outside and political influences in policy decisions related to public safety, loss of experience within the organization mainly due to significant retirements, evolving culture of the department and/or city, and the high risk exposure in a litigious environment. There are several recent examples of tenured Police Chiefs throughout the US being released without cause or being asked to resign in lieu of termination due to many of these influences. As a result, Acting Chief Hernandez has requested a position reassignment benefit to a rank no less than Captain to be included in his appointment letter until he reaches full service credit retirement eligibility at age 50.

This condition of employment will allow the appointed Chief to return to a previously held position of Assistant Chief or Police Captain, depending on the circumstances that best suit the organization at the time, if, and only if, the Police Chief was not terminated with cause. It is important to note that staff recommends this benefit only for the appointment of Acting Police Chief Hernandez.

Policy Alternatives:

Alternative 1: Do not approve the position reassignment benefit and hire an executive recruiter to find the best qualified candidate for the Police Chief position.

Pros: The City will conduct a competitive recruitment process for this position.

Cons: The recruitment will cost about \$30,000 and require staff to reprioritize other high priority projects. Further, if the recruitment results in a candidate from outside the organization it will take a significant amount of time for the individual to understand the organization and community as well as to build relationships and earn the trust of the community.

Reason not recommended: Acting Chief Hernandez grew up in the City of Milpitas and professionally in the Milpitas Police Department. He is well respected within the Police Department, the City organization, and by the Council. He has demonstrated his commitment to our community with innovative engagement programs while upholding the rule of law.

Fiscal Impact:

If this benefit is triggered, the position reassignment may temporarily impact future budgets until a command staff position (Captain or Assistant Chief) becomes vacant.

California Environmental Quality Act:

Not applicable.

Recommendation:

Approve and authorize the City Manager to include a Position Reassignment Benefit in the Police Chief appointment letter.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a status update on the Main Street Revitalization initiative and provide direction to staff on the American Rescue Plan Act funding for Main Street Revitalization.
Category:	Community Development
Meeting Date:	10/5/2021
Staff Contact:	Ashwini Kantak, Assistant City Manager, 408-586-3053 Walter C. Rossmann, Deputy City Manager, 408-586-3012
Recommendations:	1. Receive a status update on the Main Street Revitalization initiative. 2. Provide direction to staff on the American Rescue Plan Act funding for Main Street Revitalization.

Background:

Main Street was once the historic downtown of Milpitas and a key connection between the cities of San Jose and Oakland. In 2011 an assessment of Milpitas' historic resources identified 14 structures with historic significance on Main Street. These structures range in their historic and now current use including but not limited to school, doctor office, family residence, store, bar, church, and salon. Many of these structures were built when Milpitas was a township, and pre-date the City's 1954 incorporation. Some structures potentially date back to the 19th Century.

The City Council has expressed an interest in leveraging the history and culture of Main Street and revitalizing the area as a vibrant downtown. On May 11, 2021, City Council provided direction to staff to move forward with various programs and activities intended to spur the revitalization of Main Street, including holiday events in December 2021. Council approved a funding plan in the amount of \$165,000. The funding was sourced from multiple sources including \$50,000 from the Community Benefit Fund for street front improvements, \$2,500 from the General Government Capital Improvement Program, \$12,500 from the Public Art fund, and \$100,000 from the General Fund. The General Fund monies were intended to be partially offset by revenues from event fees as well as donations and sponsorships.

On August 5, the City Council also approved an Investment Plan for the \$16,736,815 received by the City through the American Rescue Plan Act (ARPA). As part of this Plan, \$500,000 was approved to fund Main Street Revitalization.

This staff report provides an update on various activities related to the Main Street Revitalization initiative and also provides additional information for Council consideration related to the ARPA funding for Main Street Revitalization.

Analysis:

Holiday Magic on Main Street – December 4-19

The community events planned for this December are referred to as Holiday Magic on Main Street events and branding collateral has been developed to conduct outreach and fund raising activities.

Programs and Activities

An exciting program of fun filled activities for people of all ages and families has been planned from December 4-19. See Attachment 1 for a list of programmed activities. The key elements of Holiday Magic will include a synthetic ice rink, music, food trucks, activities, community trees, snow globes, and temporary art installations, including a mural. Holiday Magic event banners will be displayed from Weller Lane to Carlo Street and street trees will be lit from Weller Lane to Milpitas Library Way. Banners with the newly approved community mark will also be displayed from Carlo Street to Curtis Avenue. To maximize the event space and provide ample room for event crowds, North Main Street (running north) from Serra Way to Weller Lane will be closed from 4 – 9 pm (M-Th) 4 – 10 pm (Fri), 1 – 10 pm (Sat), and 12 – 9pm (Sun). Winsor Court will be closed from 5 – 9pm (M-Th), 5 pm – 10 pm (Fri), 1 – 10 pm (Sat), and 12 – 9 pm (Sun). See Attachment 2 for the Event Closure & Site Layout Plans that reflects the Weekday & Weekend Schedules, as well as the street closure and associated activity locations.

Mural Program

A Mural Policy is agendized for Council consideration on October 5 and is based on input provided to staff on August 5, 2021. On August 5, Council also provided direction on two murals to be prioritized for unveiling during Holiday Magic on Main Street: a traveling historical mural depicting industries that have been represented on Main Street, and a temporary mural project for Holiday Magic. Staff initiated a request for muralist qualifications for both projects on September 10. Qualifications are due October 8. Staff will issue an Information Memorandum updating the Council on the design proposals received and advanced for the temporary installations.

Donations and Sponsorships for Holiday Magic

Staff has reached out to more than 100 Milpitas businesses and non-profits as well as other interested stakeholders. To date, the City has verbal and written commitments from 12 sponsors, totaling \$34,000 in cash and \$20,000 in-kind services with a total of pledges valued at \$54,000. The largest of these sponsors is Amazon, which has agreed to a title sponsorship of \$25,000. Staff continues to pursue sponsorships for both cash and in-kind services.

Cost Summary

While planning is well underway for Holiday Magic on Main Street, staff wanted to note some potential challenges. As a result of the pandemic, costs for services and other purchases are higher than anticipated, staffing is at a reduced level, and there continues to be some uncertainty regarding the virus and new variants, which could affect participation. Additionally, since the events are occurring in December, weather is a factor and staff has to plan for available contingencies in case of rain, such as moving some activities into the Library garage. The Cost summary below reflect event area cost estimates. Staff continues fundraising efforts, negotiating service costs and assessing staffing needs.

No.	Elements & Activities	Estimated Costs	Funding Source(s)	Notes
1.	Banners (Holiday Magic)	\$2,000	General Fund	
3.	Tree lights	\$10,000	General Fund	Street Trees & Palm Trees
4.	Murals/Temporary Art Installations	\$12,500	Public Art Fund	
6.	Music/Entertainment	\$10,000	General Fund	
7.	Ice Rink	\$59,000	Recreation Fees, General Fund, Sponsorships	Additional expenses due to COVID for Rink operator accommodations, still assessing costs.
8.	Food Trucks & Restaurants	\$0	N/A	No cost to City, revenue generating

9.	Community Holiday Trees & Snow Globes	\$5,600	Local businesses and non-profits	Costs covered by sponsors
12.	Decorations & Misc. Supplies	\$16,600	Recreation Fees, General Fund, Sponsorships	
13.	Event Staffing	See note		Staffing will be within existing adopted budget, and additional appropriation may be needed if RCS and PW service demands increase later in the fiscal year.
14.	Equipment & Onsite Services	\$75,300	Recreation Fees, General Fund, Sponsorships	
15.	Advertising & Print	\$9,000	General Fund, Sponsorships	
	Total	\$200,000		

Long Term Planning for Main Street

Gateway/Main Street Specific Plan

In anticipation of the re-initiation of the Gateway/Main Street Specific Plan, the City partnered with a local non-profit called Catalyze SV to facilitate three Community Conversations between April and June 2021. These conversations were held virtually, and each session focused on a different topic – business and economic vitality, housing, and history and culture. Over 30 people attended each session, which included a formal presentation from staff followed by small-group discussions designed to solicit input from Milpitas residents and business owners. The City will use this feedback to inform the Specific Plan and develop goals and policies that will reflect the community's desired vision for Main St. Attachment 3 is a summary report that identifies the overarching themes of each conversation.

On September 21, 2021, the City Council authorized the City Manager to execute a professional services agreement with Ascent Environmental to serve as the consultant team for preparation of the Gateway/Main Street Specific Plan. The Specific Plan process will kick-off later this month with an initial phase of preliminary analysis and mapping and an assessment of the existing conditions, which will continue through the end of the year. Extensive public outreach and engagement will follow, including public meeting and a community survey, to gather input on the visioning process and develop plan alternatives. Once the consultant team and staff work with the Council to identify a draft policy framework and a preferred plan, the project team will transition to drafting the Specific Plan and conducting the required environmental analysis with multiple checkpoints with the Council and community along the way. Staff anticipates that the updated Plan will be ready for adoption in early 2023.

The Specific Plan will provide a new vision and strategic policy framework to guide redevelopment and reinvestment in key focus areas and transform this important gateway into an attractive and vibrant destination for the City and the region.

Economic Vitality

Storefront Improvements Grant Program

The Adopted FY 2021-2022 Budget includes \$50,000 for storefront improvements for commercial buildings located on Main Street. While the Storefront Improvement Grant Program was funded previously, the pilot program was put on hold in 2020 due to the pandemic and Office of Economic Development staff reprioritizing

efforts to assist businesses with resiliency and recovery. Now that the economy has reopened, staff is ready to launch the pilot program with the existing \$50,000 budget.

Staff has developed the following program documents: Storefront Improvement Grant Program Agreement (by and between the City and applicant), Grant Application, Program Guidelines, and draft Agreement with a consultant on design services. To-date, one Storefront Improvement Grant Application has been received and is currently being reviewed by staff. For the pilot program, staff will implement two different options, one grant with design consultant assistance provided by the City's design consultant and the other grant with additional funding for design services obtained by the grantee. Lessons learned from this dual approach will inform staff recommendations for the longer term program. Staff is currently working on procuring the services of an architect for the pilot program.

Recently, the City Council expressed interest in adding ARPA funds to the Storefront Improvement Grant Program through the ARPA Investment Plan in the area of Economic Vitality. The City Council shared consensus on setting aside funding for the Storefront Improvement Grant Program through Main Street Revitalization funds as described below in the ARPA funding section. With additional funding for the program, there will be an opportunity to increase grant amounts to both commercial property and business owners. In addition, providing design services and permit assistance through a contract with an Architect for the Storefront Improvement Grant Program will help applicants in the critical process of design services and obtaining the required permits, which can take considerable time to achieve based on the customized scope of work for each storefront improvement.

Business Improvement District

A business improvement district (BID) is a geographic area in which businesses are required to pay an additional tax (or levy) to fund projects within the district's boundaries. BIDs are employed as an economic development tool to fund services such as cleaning streets, providing security, making capital improvements, construction of pedestrian and streetscape enhancements, various public infrastructure improvements, and marketing the area as a historic district. The services provided by BIDs are supplemental to those already provided by public agencies.

In alignment with Strategy 31 of the Economic Development Strategy to position Midtown (Main Street) as a community destination for local, independent retail and restaurants, a consultant could conduct a feasibility analysis on the creation of either a property-based business improvement district or a business-based business improvement district for a portion of downtown on North and South Main Street. In spring 2021, Office of Economic Development staff conducted a survey of existing Main Street businesses to determine if there was interest in developing a BID. Of the approximately 18 businesses surveyed, the majority expressed interest in the concept and are interested in learning more about BIDs.

If the City Council is interested in exploring the development of a BID, consultant services would be required to conduct a feasibility analysis and provide technical support to the City as well as property owners and business owners to assist with the formation of a BID. Based on staff research, a feasibility analysis and technical support study is estimated to cost approximately \$65,000.

American Rescue Plan Act funding

As noted earlier, Council has approved \$500,000 for Main Street Revitalization in the Investment Area of Economic Vitality. Staff is recommending implementing a pilot street front improvement program with the funding already approved in the FY 2021-2022 Budget and bringing back recommendations in spring 2022, for a larger program to be funded by ARPA monies. Of the \$500,000 set aside for Main Street Revitalization, Council may want to consider \$300,000 for a street front improvements program and \$200,000 for work related to ongoing Main Street activation. A portion of the \$200,000 could also be used to establish a Business Improvement District, if there is Council direction to do so.

Fiscal Impact:

During the May 11 session, Council discussed and approved the Main Street revitalization, budget actions which were incorporated into the Adopted FY2021-22 General Fund budget, increasing sponsorship and appropriations by \$50,000, respectively and increasing Public Art Fund and Capital Improvement Project Fund 331 by \$12,500, respectively. Initial event costs were estimated at approximately \$115,000. Due to expanding the event from 11 days to 16 days (approximately 50% increase in number of days) and pandemic supply chain and inflation challenges, the current estimate is \$200,000. Staff continues fundraising efforts, negotiating service costs and scheduling staffing. Based upon current efforts, no additional funding is requested at this time. However, should additional funding be required, staff will bring forward recommendations for the use of the ARPA Main Street Revitalization funding for Council consideration.

California Environmental Quality Act:

The action being considered has no potential for causing a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 (Not a Project) and Section 15061(b)(3) (Common Sense Exemption).

Recommendations:

1. Receive a status update on the Main Street Revitalization initiative.
2. Provide direction to staff on the American Rescue Plan Act funding for Main Street Revitalization.

Attachments:

1. Holiday Magic Calendar
2. Event Closure & Site Layout Plans
3. Report on Milpitas Community Conversations

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday



COMING DECEMBER 2021

ENJOY THE FESTIVE MAIN STREET DECORATIONS, HOLIDAY PERFORMANCES
AND MOVIES, PUBLIC ART AND MORE - FREE*!

⁴
1-10 p.m.
The Magic Begins!

⁵
Noon-9 p.m.

Stocking Stuffers Savings Night

Get a souvenir stocking filled with great deals from local businesses! Limited to first 300 people.

⁶
4-9 p.m.

Ugly Sweater Party

Wear your craziest Christmas sweater, play party games, and enter to win prizes!

⁷
4-9 p.m.

Santa Paws Pet Night

Bring your pet for Santa pictures and other goodies!

⁸
4-9 p.m.

Glow-bal Holidays Night

Celebrate cultural diversity with the festive lights, bright colors and fun traditions of the season!

⁹
4-9 p.m.

Mistletoe Magic Date Night

Treat your sweetie to some festive grown-up fun! Childcare available for ages 5-12.

¹⁰
4-10 p.m.

¹¹
1-10 p.m.

¹²
Noon-9 p.m.

Silver Bells Nostalgia Night

Relive memories of an old-fashioned holiday. Gift for the first 200 seniors, ages 50+.

¹³
4-9 p.m.

Characters on Ice

Capture holiday photos with your child's favorite characters! Costumes are encouraged.

¹⁴
4-9 p.m.

Tons of Toys

See our biggest toys up close. Bring a toy for our Firefighters Toy Drive and get \$2 off ice skating.

¹⁵
4-9 p.m.

Christmas Carol-Oke

Sing along with Santa, and compete for prizes singing holiday songs on the mobile stage!

¹⁶
4-9 p.m.

Reindeer Games Teen Night

Try your hand at this season's hottest video game, and enter to win a copy to put under your tree!

¹⁷
4-10 p.m.

¹⁸
1-10 p.m.

¹⁹
Noon-9 p.m.

Make the Magic Last!

Skating Entry*

\$10/day

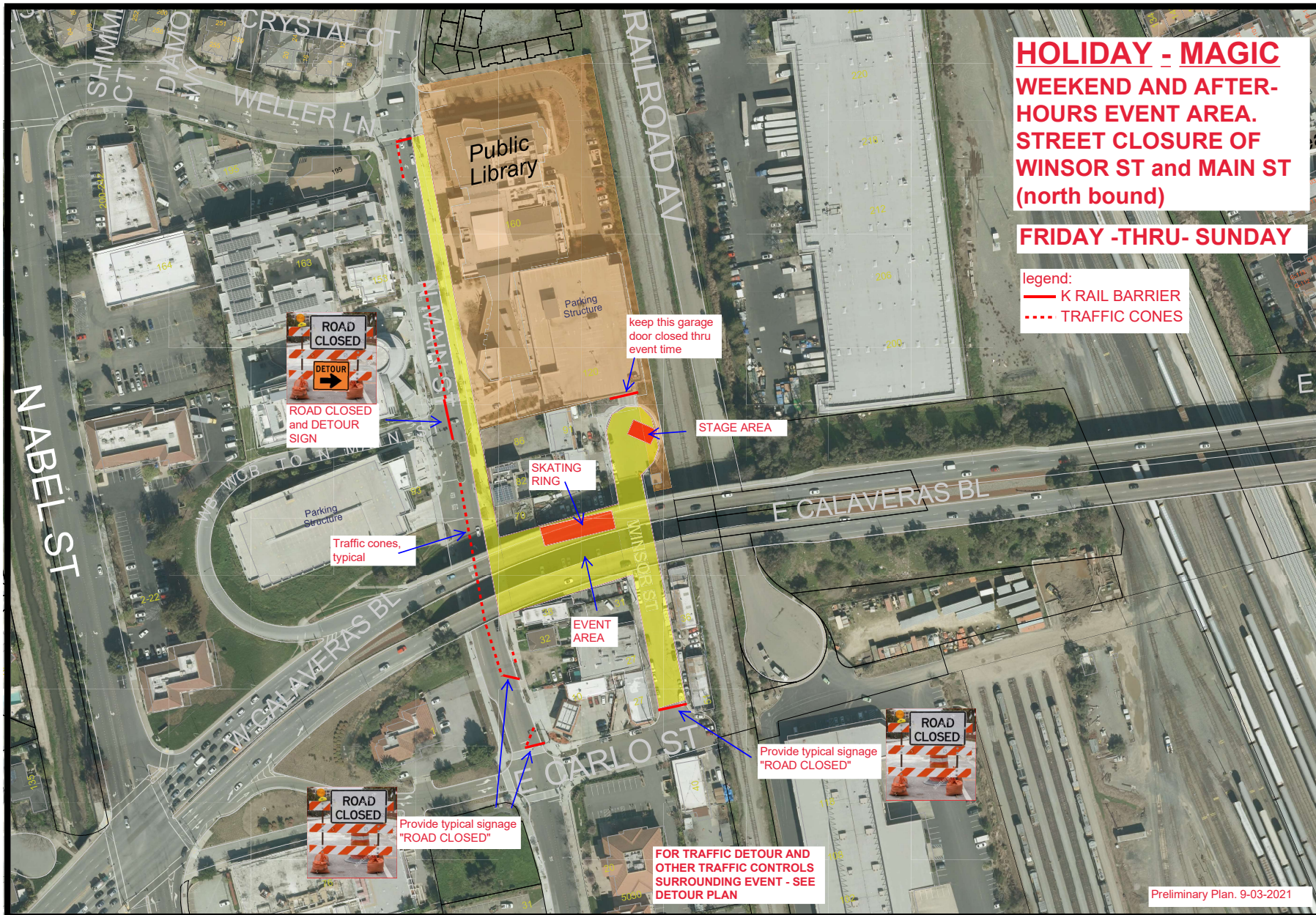
\$50/season pass

Ice Skate Rental - \$2

Skate fees are payable by debit/credit card only. Sorry, no cash.



For more information, please call (408) 586-3210,
or visit www.ci.milpitas.ca.gov



HOLIDAY MAGIC - WEEK-END
 MAIN ST
 RECREATIONS

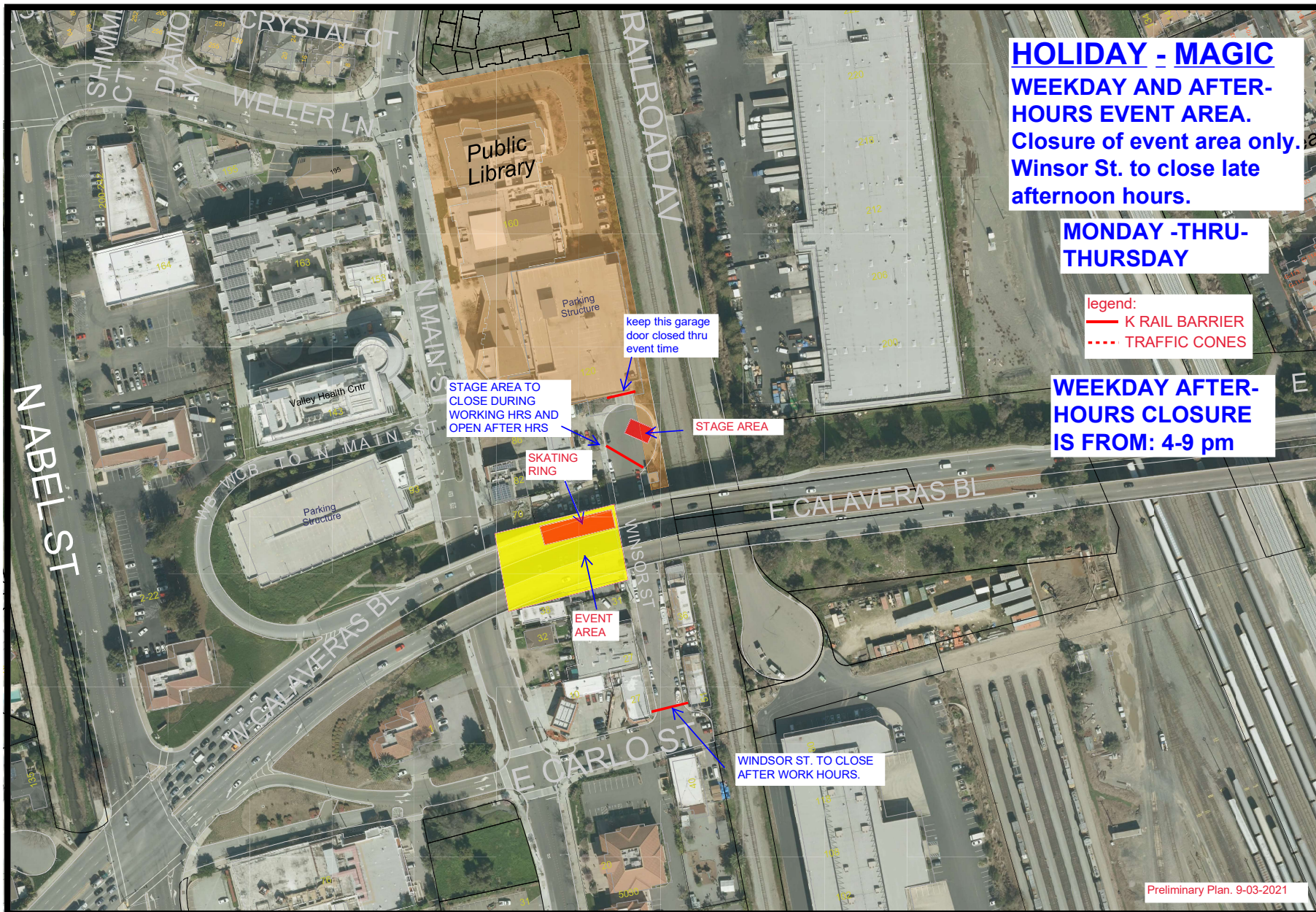
This map is a product of the City of Milpitas GIS



Preliminary Plan. 9-03-2021

garcia, 2021-06-24 11:26:32
 Buildings V011 2017 Aerial (twater3D/Encompass/AdmIntra/lev.Mdp)

This document is a graphic representation only of best available sources. City of Milpitas assumes no responsibility for any errors.



HOLIDAY - MAGIC
WEEKDAY AND AFTER-HOURS EVENT AREA.
 Closure of event area only.
 Winsor St. to close late afternoon hours.

MONDAY -THRU-THURSDAY

legend:
 — K RAIL BARRIER
 TRAFFIC CONES

WEEKDAY AFTER-HOURS CLOSURE IS FROM: 4-9 pm



HOLIDAY MAGIC - WEEK-DAY
 MAIN ST
 RECREATIONS

This map is a product of the
 City of Milpitas GIS



0 140'

Preliminary Plan. 9-03-2021

garcia, 2021-06-24 11:28:07
 Buildings With 2017 Aerial (twotwix3D/Encompass/Administrative/View.Mxd)

This document is a graphic representation only of best available sources.
 City of Milpitas assumes no responsibility for any errors.

PRELIMINARY PLAN 9-13-21
by Fire Prevention Office

STREET CLOSURE AND DETOUR PLAN FOR:

**HOLIDAY - MAGIC
WEEKEND CONDITION
FRIDAY THRU SUNDAY**



HOLIDAY MAGIC - DETOUR MAP RECREATIONS

This map is a product of the
City of Milpitas GIS



0 273

**EVENT SIGN and EVENT
PARKING with
DIRECTION ARROW SIGN**



**CONE OFF LEFT TURN
AND SIGNAGE, TYP.**

**CONE OFF LEFT TURN
LANE, AND ADD NO
LEFT TURN SIGN, AND
DETOUR TO RIGHT**



**FOR EVENT AREA
SIGNAGE AND STREET
CLOSURE, SEE OTHER
PLAN**

**TRAFFIC SIGNALS
TRAFFIC SIGNALS IMPACTED
BY THE CLOSURE AND DETOUR
SHALL BE PLACED IN "ALL RED"
FLASH MODE**

STREET CLOSURE - SIMILAR



DETOUR SIGNS AS NEEDED (SIMILAR)



**EVENT SIGNAGE
or SIMILAR W/
DIRECTIONAL
SIGN AS NEEDED**



**DETOUR
SIGN**



**CONE OFF THE
NORTH BOUND LANE
FROM SERRA WY.**

**CONE OFF LEFT TURN
LANE, AND ADD NO
LEFT TURN SIGN**



**NORTH BOUND
MAIN STREET.
ROAD CLOSED and
DETOUR SIGN**

**ADD - ROAD
CLOSED AHEAD
SIGN**



igarcia, 2021-09-02 11:14:35
Buildings With 2017 Aerial (lwatek3D/Encompass/Admin/MapView.Mxd)

Preliminary Plan, 9-03-2021

This document is a graphic representation only of best available sources.
City of Milpitas assumes no responsibility for any errors.



CATALYZE **SV**

COMMUNITY CONVERSATIONS: Revitalizing Milpitas's Main Street

Report

TABLE OF CONTENTS

MEETING MINUTES	3
FORMAT FOR EACH CONVERSATION	5
OVERALL THEMES (EXECUTIVE SUMMARY)	6
COMMUNITY CONVERSATION (April 29, 2021)	7
Themes from Small Group Discussions	7
Small Group Suggested Facilitator Questions	9
Small Group Discussion Notes	10
COMMUNITY CONVERSATION (May 27, 2021)	17
Themes from Small Group Discussions	17
Small Group Suggested Facilitator Questions	19
Small Group Discussion Notes	20
COMMUNITY CONVERSATION (June 24, 2021)	28
Themes from Small Group Discussions	28
Small Group Suggested Facilitator Questions	30
Small Group Discussion Notes	31
APPENDIX A	35
Distribution List for this Report	35

MEETING MINUTES

CONTEXT

The City of Milpitas hired [Catalyze SV](#) (CSV) to help facilitate three conversations/workshops in the spring of 2021 to discuss with Milpitas stakeholders the redevelopment of Main Street in Milpitas. Each conversation focused on different aspects of the future of Main Street.

OUTCOMES OF THE 3 CONVERSATIONS

These conversations gathered input from Milpitas residents, business owners, and other stakeholders on how they view Main Street and what new development they'd like to see in this area in the future. The City will use this feedback to inform its Specific Plan Update process and formulate effective development policies. Adoption of a new Milpitas Gateway-Main Street Specific Plan is anticipated in early 2022.

PARTICIPANTS: Held to engage anyone interested in the revitalization of Main Street, especially local residents, participants registered via Eventbrite. The slides for the conversations were presented in English and Spanish. The conversations offered Spanish and Vietnamese language interpretation with live transcription in English.

3 COMMUNITY CONVERSATIONS

1. April 29, 2021 - **Community Conversation #1. Focus: Small Business & Economic Development**

- *Overarching question: How do we keep, support, and expand Main Street businesses to encourage economic development throughout the neighborhood?*
- [PDF of the April 29 presentation](#)
- via YouTube, [video of Parts I & II](#) and also [Part IV](#) of the Conversation

2. May 27, 2021 - **Community Conversation #2. Focus: Housing**

- *Overarching question: How do we facilitate new housing development on Main Street that both provides opportunities for all types of people and is designed to connect with nearby shops, parks, transportation & other amenities?*
- [PDF of the May 27 presentation](#)
- via YouTube, [video of Parts I, II & IV](#) of the Conversation

3. June 24, 2021 - **Community Conversation #3. Focus: Historical & Cultural Resources**

- *Overarching question: How do we reimagine Main Street and support new development opportunities while maintaining its rich history as an important crossroads and community gathering place?*
- [PDF of the June 24 presentation](#)
- via YouTube, [video of Parts I & II](#) and also [Part IV](#) of the Conversation

Breakdown of Participant Engagement as of August 2, 2021:

- **April 29, 2021 Conversation:** __ There were 57 registrants* via the Eventbrite link. The video received 175 views on Facebook Live and 37 views on Youtube.
- **May 27, 2021 Conversation:** There were 86 registrants* via the Eventbrite link. The video received 48 views on Facebook Live and 14 views on Youtube.
- **June 24, 2021 Conversation:** There were 53 registrants* via the Eventbrite link. The video received 32 views on Facebook Live and 8 views on Youtube.

* The number of registrants include City of Milpitas staff, some individuals who registered multiple times for the same Conversation, individuals who registered for multiple Conversations, and some people who registered but did not attend.

MINUTES DISTRIBUTION: Appendix A lists the entities to which this report is distributed.

FORMAT FOR EACH CONVERSATION

Part I - Presentation (6 PM, virtually via Zoom)

- a. Catalyze SV welcomes everyone, reviews agenda & offers ground rules for the Conversation.
- b. City staff and officials introduce themselves.
- c. CSV & the City of Milpitas present the historic, current & future context of Main Street, with a special focus on the conversation topic.

Part II - Virtual Site Walk (6:45 PM, recorded videos)

- a. CSV shows 4 recorded videos taken from key sections of Main Street.

Part III - Small Group Discussions (6:50 PM, via Zoom breakout rooms)

- a. Participants separate into breakout groups of 5-8 people on Zoom to discuss the possibilities of Main Street & their priorities for it.
- b. Group discussions are facilitated by CSV volunteers. City of Milpitas staff take notes from group members.
 - i. Small Group Suggested Facilitator Questions
 - ii. Small Group Discussion Notes
 - iii. From these small group notes & summaries, Catalyze SV observed key themes [see below]

Part III - Small Groups Report Back to Larger Groups (7:45 PM, in the main Zoom “room”)

The small groups return from the Zoom breakout rooms to the larger group on Zoom. A representative or two from each small group summarizes themes of their respective discussions to the full group so all participants heard about the discussions in other groups.

Conversation Concluded (8:00 PM)

Disclaimer

The opinions expressed below are those of individual community members in attendance and may not represent the opinions of Catalyze SV or the City of Milpitas. All small groups were facilitated by CSV staff or CSV volunteers. Notes were taken by Milpitas staff, who sought to capture and present information as fully and accurately as possible.

About Catalyze SV

Engages community members, developers, & city leaders to envision and create sustainable, equitable, & vibrant places for people in Silicon Valley. Catalyze SV is funded 100% by individual donors, other nonprofit organizations, businesses not involved in development, government grants, & foundations.

OVERALL THEMES (EXECUTIVE SUMMARY)

For each of the respective Community Conversations, we pulled out and highlighted key themes - those ideas that were shared among multiple small groups during one Conversation. Then, we analyzed the key themes from all of the 3 Community Conversations and folded them into overall themes. The themes listed directly below could be considered an executive summary of the three Conversations.

Diverse Local Business:

The Main Street revitalization plan should include ways to support and grow the local economy. Across the community conversations, participants indicated that Main Street lacks sufficient businesses. As a result, locals mainly shop away from Main Street. The businesses that do exist in this area seem to be struggling. Participants voiced that they would like to see more businesses open locations on Main Street including restaurants, coffee shops, bars, retail stores, hair salons, nutrition centers, and medical offices. There was also a consensus that Main Street needs a grocery store (like Trader Joe's) to address current and future food access needs. Participants also urged the City to create programs that will incentivize businesses to relocate to the area, as well as programs geared towards supporting existing businesses.

Central Identity and Unique Draw:

The City of Milpitas should work to create and define Main Street's identity. Doing so will help foster community, strengthen the local economy, and help shift Main Street into a destination. Participants in every Community Conversation shared that Main Street lacks a cohesive identity. The existing businesses and infrastructure do not seem connected. Moreover, they shared that Main Street holds a rich history. The City should uplift its history in Main Street's new identity. Many others expressed that they hoped to see Main Street's identity shaped around being the "new" downtown for the City.

Transportation Options:

Milpitas should invest in infrastructure that promotes alternative modes of transportation on Main Street while allowing for more parking. Currently, Main Street is not very pedestrian or bicycle-friendly. It is also not well-connected to existing public transit. Across each of the Community Conversations, participants expressed how they wished to see infrastructure like bike lanes, wider sidewalks, and a dedicated bike path included in the Main Street revitalization plan. These features will not only encourage people to bike or walk to Main Street but will also make it safer to do so. Participants in each group also voiced that Main Street is not well-connected; they would like to see this changed so that Main Street is more walkable. Last, participants suggested that Milpitas build plans for either new transit options, like shuttles, or create additional routes along Main Street for existing transit. Perhaps in conflict with a focus on walking and biking, multiple community members also emphasized the need for more parking in two of the Conversations.

Beautification & Revitalization:

Main Street's future should include an investment in its infrastructure, creating a warm and inviting area. In two of the Community Conversations, revitalizing Main Street's infrastructure was a very prominent point. Many participants shared how Main Street's buildings looked weathered and the area lacked color. Along with the unkempt lots, Main Street's physical appearance serves as a deterrence for visitors. Participants suggested that the City implement a beautification program on Main Street that would help add modern storefront designs, new landscaping, flowers, and appealing signage. High on the list of changes was for the City to also preserve and restore historic buildings, as well as have signage to mark other historical sites. The conversation on beautification also bridges the conversation on the arts. Many participants wanted to see murals or decorative art pieces added, throughout Main Street, to create a welcoming community space.

COMMUNITY CONVERSATION (April 29, 2021)

Themes from Small Group Discussions

Diverse Local Business:

The future of Main Street should include a wide variety of businesses that encourage individuals and families to purchase locally. A common consensus from the participants is that Main Street currently does not have many businesses to shop from or restaurants to eat at; it does not create an enjoyable experience for visitors. Some of the types of businesses participants would like to see established on Main Street include grocery stores, restaurants, bars, retail, and commercial services like dental offices and nail salons. A common suggestion was that new restaurants should include much more outdoor seating. Participants also suggested the City create an incentive program to encourage new businesses to relocate or open a new location on Main Street.

Alternative Transportation Options:

The City should invest in alternative transportation options that connect people safely to and throughout Main Street. Currently, Main Street is largely structured to accommodate vehicle travel, lacking adequate bicycle lanes and sidewalks. Therefore, vehicles that are speeding make it very unsafe for pedestrians and bicycles to travel along this road. Participants would like to see an investment in making Main Street more walkable, by expanding sidewalks and better connecting the sections comprising Main Street. They would also like to see the incorporation of bicycle lanes throughout Main Street and a bicycle path that leads to Main Street. In addition, many participants voiced their support for public transit options that make it easier to travel throughout Main Street, including a shuttle service or personal rapid transit.

Parking:

In the design for Main Street, the City should consider adding additional parking to address current and future constraints. Parking is currently a challenge for many participants who have shopped on Main Street. Many participants suggested the City should invest in parking on Main Street. Doing so would encourage more people to visit, shop, and eat at Main Street. Participants voiced that the City's design should include parking infrastructure, like parking lots or parking garages.

Family Entertainment & Nightlife:

Main Street's design should include opportunities for family-friendly entertainment, community events, and an active nightlife. Participants shared that Main Street lacks events and activities that encourage people to stay in the area and enjoy their time. Hosting more family-friendly events like street fairs, outdoor activities, and community celebrations could attract a diverse population to Main Street. In addition, Main Street's design should foster a lively nightlife through dance venues and musical performances. This would show that Main Street is not just for work and business, it is here to foster social interactions amongst friends and family.

Community Safety:

The City should include community safety as part of the revitalization plan for Main Street. Participants feel unsafe in certain areas of Main Street. A few factors that contribute to this sentiment include speeding, incidences of vandalism, and poor lighting on Main Street. Participants recommended that the City address

these challenges before looking to expand businesses and housing on Main Street. More lighting throughout Main Street would make it safer for pedestrians and bicyclists traveling through the area at night.

Central Identity and Unique Draw:

Main Street's revitalization plan should examine how to build a central identity that draws people to the area. Participants shared that they would like to see a central identity that is authentic, speaking to the area's history and the types of local business established on Main Street. As part of this conversation, participants discussed how Milpitas lacks a true downtown; the revitalization serves as a key opportunity to establish this in Main Street. In discussing Main Street's identity, some participants voiced that they want to bridge the old Milpitas with the new Milpitas. Others want to establish the feeling of a "small-town" on Main Street.

Parks & Community Space:

Main Street's revitalization plan should include spaces that connect people with each other and with nature. Participants reflected on the need for parks for all community members including those geared towards families with children and residents with dogs. They also expressed the need for different sized parks including pocket parks and parks with trails. There are many vacant lots on Main Street and some participants suggested converting these lots into green space.

Small Group Suggested Facilitator Questions

Milpitas Community Conversation #1

About your group (5 mins)

- What is your name and profession?
 - Are you a teacher, cook, business owner, engineer, public representative, parent?
- What are your goals in coming here today?
- Do you work, worship, shop, play, and/or live near Main Street?

General Questions (10 mins)

- What's your current experience with Main Street?
 - What do you like about it?
 - What do you not like about it?
- What would draw you more to live, work, play & stay on Main Street?
 - What do you want to experience here?
- What's your ideal version of Main Street and Milpitas now?
- What's your ideal in 20 years?
- How do you want to feel here?
- What are your fears or concerns with Main Street developing more?

Economic Development / Small Business (15 mins)

- Is there anything on Main Street that current residents/businesses use on a daily or weekly basis?
- What services/businesses would you like to see on Main Street?
- What is needed to retain existing small businesses on or near Main Street?
- What is needed to recruit new small businesses to locate on or near Main Street?
- What can the City do to promote economic development?
- Where would be the best locations on Main Street for ground-floor retail?
- What kinds of businesses are/would be most successful on Main Street?
- How is Main Street different from other commercial areas of the City?

Community Benefits / Amenities (10 mins)

- What is the City of Milpitas's responsibility to the community for Main Street?
- What types of community investments or events would support existing & future businesses?
- How can we make Main Street more accessible?
- What amenities or community benefits should be considered during its revitalization?
 - Transportation: Transit/road improvements, transit passes, bike paths, VTA frequency, streetlight timing, bike storage, connected streets?
 - Public space improvements: Sidewalks, parks, open space, walking paths/trails, gathering areas, plazas?
 - Community gatherings: social/cultural events, holidays, nighttime activities, temporary markets, food trucks?
 - Others: Community room, community garden, community center, childcare?
- Is there anything Main Street's revitalization can do to make your life easier or better?

Summary (5 mins)

- Which aspects of the redevelopment are most important to you or most interest you?
- If there were two improvements to Main Street you would want, what would they be?

Small Group Discussion Notes

Group 1 (of 5), led by J. Lee

About Your Group

1. Property owners and retailers on Main Street (Black Cat Comics and Reiki business), a retiree from the high tech industry, a real estate agent, and a commercial real estate broker.
2. Want to see Main Street become more like Santana Row, modernized while retaining history; become a place where people walk and gather.

General Questions

3. Existing local businesses (New India Bazaar, sandwich shop, and hair salon).
4. Park space (linear park) but underutilized.
5. Business has been vandalized in the past; want the area to be more inviting.
6. Dangerous intersection at Main/Serra (difficult to turn left onto Serra from Main going north)
7. Not enough parking at New India Bazaar, the largest Indian store in the area, and other nearby operations bring a lot of traffic to the area, creating an unsafe situation.
8. Too much through traffic.
9. More stores (cosmetics stores, fun shops, etc.) and restaurants with outdoor seating.
10. More stores like coffee shops, clothing stores, and pastry shops.
11. More attractions to encourage staying there for a long time (entertainment, commercial service uses, etc.).
12. More park space along Main Street, area near the Hetch Hetchy water main, and the car wash.
13. Parking structure.
14. Beautification, walkable, and more shops.
15. Wider street, two lanes each way, with wider sidewalks.
16. Safe place with more parking, like Santana Row.
17. Environmentally friendly uses (e.g., modernize the car wash).
18. More ways to get around; multimodal transportation.
19. Mixed-use development with retail on the ground floor and housing above.
20. There are infrastructure and safety issues that we need to address before bringing more people in; traffic is already bad.
21. Vehicles speed through when there's traffic, creating a dangerous situation for bicyclists, or cut through residential neighborhoods.
22. Need to address visibly rundown areas first to attract development.

Economic Development / Small Business

23. Small grocery stores like Trader Joe's.
24. Grocery stores and commercial service uses like hair salons.

Community Benefits / Amenities (10 mins)

25. Bike facilities (bike racks, etc.) and better lighting.
26. Active transportation options like electric scooters.
27. Seating areas in front of cafes.
28. Greenbelt on the northern end.
29. Street landscaping (flowers and trees).
30. More signage to bring attention to existing amenities.
31. Public art on the street.
32. Park space on vacant property near the library.

Summary

- 33. Social interaction (pedestrian atmosphere and sidewalk dining).
- 34. Civic plaza.
- 35. Different kinds of small businesses, including service businesses.
- 36. Retain a small-town feel like Downtown Los Gatos but differentiate it from other downtowns.
- 37. Authenticity (local businesses).
- 38. Entertainment and events (theater, local art, small festivals, etc.).
- 39. Parking structure nearby to allow people to access Main Street.
- 40. Consistent theme (branding and streetscape).
- 41. Establish a distinct character and a defining feature (parks, entertainment, food trucks, etc.).
- 42. Parking, parks for all ages (and dogs), services/amenities for attendees of places of worship, and more housing to serve businesses on Main Street.
- 43. The connection between old Milpitas (Main Street) and new Milpitas (Metro Plan).
- 44. Access to greater Milpitas (other key destinations).

Group 2 (of 5), led by D. Degu**About your group**

- 45. Santa Clara resident who is interested in learning how Milpitas intends to revitalize Main Street. Interested in doing something similar in Santa Clara.
- 46. Planning Commissioner.
- 47. Resident & Milpitas Chamber of Commerce board member.
- 48. Serves on the Milpitas Chamber of Commerce
- 49. Energy & Environmental Sustainability Commissioner.
- 50. The small group unanimously agreed that their goals in attending this webinar are focused on seeing a better and improved Main Street.
- 51. No one from the small group lives near Main Street. One person said they go to a couple of places on Main Street, but for the most part, they have no reason to go to Main Street. Others agreed that there are no real reasons to go to Main Street, aside from the Best Sandwiches and the library for example.

General Questions

- 52. Best Sandwiches and other Restaurants. Library. Housing for senior living.
- 53. Lacks attraction. No parking. Lacks true a downtown or main street like Mountain View, Los Gatos, and Campbell. No walkability. Needs better lighting to encourage safety and place of gathering for visitors
- 54. Lacks a true downtown, walkability, and better lighting.
- 55. One person said there needs to be some sort of shuttle, bus, or vehicle service that can help activate the area so that it's easy for people to move throughout Main Street.

Economic Development / Small Business

- 56. Library. Restaurants. Places of worship.
- 57. More restaurants.
- 58. Keep leases affordable. Have a downtown association.
- 59. Entertainment. Pop-up businesses like in San Francisco. Family and kid-friendly amenities (i.e. food trucks, outdoor exercises, beer gardens, etc.). Open area plazas. Performing Arts Center. More restaurants. Repurpose the railroad lines.
- 60. Help establish a downtown association.

Community Benefits / Amenities

- 61. Wider sidewalks to encourage pedestrian friendliness. More social experiences, like street fairs and sidewalk cafés.
- 62. Encourage mixed-use developments and ensure there is ground-floor retail. Address parking challenges. Ensure the Gateway-Main Street Specific Plan Update fully integrates housing, retail, and commercial uses with community activity.

Summary

- a. [Group ran out of time]

Group 3 (of 5), led by A. Andrade**About Your Group**

- 63. Business owner; Board on the Milpitas Chamber of Commerce & Economic Development and Trade Commission; long-time Resident, Recreation & Community Services Director and historical resources expert; resident of 40+ years, seen lots of changes; Economic Development and Trade Commission and resident/employee at Flex, love Milpitas – business Postnet.

General Questions

- 64. The question was asked but participants talked about what they did not like and what it lacked. Some participants offered suggestions. See below.
- 65. Main Street is sad, needs something to enjoy and experience; not much to do in Milpitas. Residential multi-story shopping complex desired; need nightlife and social interactions. Commercial businesses could be located on the ground floor, within several floors. Wants to build another business. Needs liveliness. In the Gateway/Main Street Specific Plan, Main Street is hidden and set back from Calaveras Boulevard.
- 66. Smart transit with dual-loop Personal Rapid Transit stop on Main Street. Facilitate different types of businesses.
- 67. Wants to be impressed with tall buildings, places to eat, and nightlife; a Los Gatos type of historic look but a true downtown with modern aspects. Shaped for modern living with a pedestrian-friendly environment. Denser area. Population growth.

Economic Development / Small Business

- 68. Has to be all retail; Main Street is supposed to be a place to walk and retail will help like Santana Row with high-end fashion shops. It will take time to develop. A place to walk with family and partner. Retail is changing. Restaurants will be important to attract people to downtown, include ones that will be appealing for young professionals. Accommodate small businesses, attorneys, doctors' offices, financial advisors in a multistory building.
- 69. More Small Business Administration loans to restaurants; no handouts. Need to encourage more small businesses to open. Restaurants and food trucks are the perfect examples. Need financial freedom; root problem to attract businesses is acquiring a license, everything must be done by noon. City does not accommodate fast results.

Community Benefits / Amenities

- 70. Dog park, open space, places to sit for enjoyable experiences, food trucks, protected bike lanes, and bike trails from business parks; need a point of interest and a centerpiece for Main Street that represents Milpitas; need a point of interest unique to Milpitas/Silicon Valley.

Summary

- 71. Turning Capitol Avenue to a downtown Trader Joe's, dance places, and residential; only high-end businesses. Do we want high-end businesses on Main Street?

Group 4 (of 5), led by N. Thomas**About Your Group**

- 72. Residents
- 73. City Staff

General Questions

- a. [Questioned not answered]

Economic Development / Small Business

- 74. Consider and strengthen linkages to the Transit Area – physical and economic linkages.
- 75. Need stronger, more convenient transit linkages between Main Street and other areas of the City.
- 76. Community Performing Arts Center on Main Street to serve as a community gathering space, the heartbeat of a community.
- 77. Main Street needs cafés, bookstores, micro-brewery, a wine store – places for informal gatherings.
- 78. Needs physical infrastructure to support new commercial uses: parking garage, patios, and pocket parks.
- 79. Needs consistent signage, lighting, landscaping, and street furniture. For example, entry signs, a consistent image, and banners.
- 80. Variety in stores and storefronts but consistency in public infrastructure.

Community Benefit / Amenities

- 81. Today, Main Street is run-down, rough-looking, and a hodgepodge.
- 82. Community needs to embrace and celebrate through community events and activities.
- 83. Examples of events: 4th of July parade, Art and Wine Festival; bring back traditions.
- 84. Celebrate history in culture and arts – drama, dance, sculpture, murals, art installations, and local artists.
- 85. Revolving displays by local artists.
- 86. Capitalize on the authenticity of Main Street as a central gathering place – historical context and use.
- 87. Ethnic restaurants.
- 88. The city should provide incentives for small restaurants, shops, and bakeries.
- 89. Musical performances could be a regional draw; amphitheater.
- 90. Area of intimacy: mix, eat, walk, share experiences, enjoy music and art, and have a conversation.
- 91. Paths, trails, small parks, and plazas (logistics and amenities) that are accessible to all.
- 92. Electric bikes and scooters make it fun; need places to park, “convenient parking makes walking possible”.
- 93. Central landing spot is needed – make it easy to walk.

Summary

- 94. Art – murals, permanent or short-term installations, and an art and wine walk.
- 95. Places to celebrate history through art.
- 96. Places to mix with others on a small-scale, slower pace, authentic, intimate; a place to meet and chat with friends.
- 97. Places to park then walk.

- 98. Festivals/celebrations.
- 99. Consistency.
- 100. Infrastructure needed to support a different Main Street, one focused on people rather than cars.

Group 5 (of 5), led by N. Inamine

About your group

- 101. Main Street is a second home to her; kids utilize the area. Wants to give feedback.
- 102. Dentist on Main Street; the barbershop and An-Jen are his places to visit on the way to Great Mall. Hopes it becomes more spruced up. Parking lots allow for more walking on Main Street, keep in mind. Wants it to be more attractive and wants more people in the area to enjoy it.
- 103. 40 yrs, part of the Pines Neighborhood group and the Technology Committee for the City. Visits An-Jen a lot and the library. Methodist church folded; space is still for sale. Hope it becomes a worship space again.
- 104. Traffic consultant works in Milpitas occasionally. Wants to hear what people think about traffic conditions in the City.

General Questions

- 105. In San Jose, there are redevelopments with themes, and everyone is connected through mixed-use development. More traffic in and out of the area; traffic can be improved. Visits doctors off of Corning Avenue, and goes to the Great Mall. Also goes to church on Main Street; is a member of the parish council. Wants a more unified theme and destination feel there. Revitalization happening in Sunnyvale.
- 106. Would like a more unified theme, destination feel.
- 107. Lacking restaurants, especially destination quality restaurants.
- 108. Drive-through city.
- 109. Limited amount of roadway.
- 110. Rundown hotels that aren't attractive.
- 111. Be able to walk around on Main Street, have coffee, shop at boutiques; that kind of feel.
- 112. More restaurants; a lot have left in recent years. Sit-down restaurants, like DishDash, or Black Angus, quality restaurants, will need more space. Need parking.
- 113. Expand every transportation option. You can walk, ride a bike, drive through Main Street. Have all of those options to make a place vibrant. Have all of these options to make a street active and fun. Huge potential there. Restaurants are great! Want to linger there and enjoy yourself.
- 114. Personal rapid transit demand-driven monorail.
- 115. Mini parks and fields where kids can play. Do not necessarily have to be large, but playgrounds and fun places to play.
- 116. Informal gatherings, unplanned and planned. Musicians, entertainment, and small parks to liven up and beautify the area.
- 117. Entertainment; Friday night events with bands, open mics, and outdoor events on the side streets so people can drop by and listen. Make the place more friendly, with events that are free and accessible to all ages.
- 118. Art deco storefronts for browsing the windows. Space for art displays and shows where people can drop by and see what artists have done.
- 119. Outdoor art is interesting and fun too.
- 120. Lighting would help brighten the area and make it look quaint, or whatever you want. A big consideration for safety and a good experience on the street.

- 121. Storefronts in Mountain View- lots of visibility from within businesses and storefronts with attractive storefronts that help people feel safer.
- 122. Want to feel safer.
- 123. Don't see it impacting traffic in the Pines; won't impact us but where will people park to accommodate the amenities we're talking about?
- 124. Need a parking garage. We need it in order to hold more events.
- 125. It's a hodgepodge now. And some areas feel safe while others don't. Need to make sure it's well policed and kept safe.
- 126. Avoid congested parking lots.

Economic Development / Small Business

- 127. Main Street has restaurants, An-Jan, and dental and medical offices. But most businesses are not restaurants, rather shops (tire shops, daycare centers).
- 128. Specific needs on Main Street include medical and personal care. There is an oddball combination of shops that are close together.
- 129. Destination-type restaurants and ice cream shops. Currently, there are a couple of old motels/inns that are "notorious" that they would like to redevelop into more attractive uses.
- 130. Felt like the new mixed-use units are right on the street; "utterly dominant" compared to anything else on Main St. Thought there would be more of a setback/transition from street to building.
- 131. Shops closer to the street help make pedestrians feel safer and are more attractive to customers; these are setbacks outlined in the plan.
- 132. A good breakfast place, complementary to churches.
- 133. Ask the businesses what they need. Some have been there a long time, not sure what they're facing.
- 134. Storefronts have to be changed. The signage and displays need to be more attractive and so more businesses will want to come in. Rundown buildings can be changed, but what about next door? Need to be redeveloped in a more unified way.
- 135. The bottom floor of Trader Joe's is parking, with commercial and residential above the ground floor. Mixed-use.
- 136. Placing more residential on Main Street brings more activity and helps those businesses have more customers.
- 137. Breakfast place with housing above, within walking distance of churches and other places. A real draw and wouldn't need the extra parking.
- 138. Lack of response is an indication there is no theme. No look and feel over throughout Main Street. A hodgepodge again.
- 139. No distinctive features.
- 140. Consistent lighting would help, even in stores, to tie things together.
- 141. Street trees, landscaping, and plants to add to the feel and create a consistent feel.

Community Benefits / Amenities

- 142. Lighting, landscaping, trees to start with. People will see something going on there.
- 143. Greenspaces.
- 144. Entertainment? Host the events like Parks & Recreation activities once a month. Music store needed in the area to show off the instruments. People can play what they have.
- 145. Address the areas that are really run down now. Strip malls. Motels should be closed down.
- 146. How to get more people into the area. Folks of all ages and abilities, different ethnicities and backgrounds.

- 147. Parks bring kids.
- 148. Ice cream shop!
- 149. Things people don't have to buy.
- 150. Playgrounds, different age groups.

Summary

- 151. Lighting and trees.
- 152. Parking.
- 153. LED lighting is very glaring. Should be the kind with decent light but not so bright.
- 154. Parks and mini-parks.
- 155. Restaurants.
- 156. Investment in storefronts.
- 157. Landscaping.
- 158. More food trucks.
- 159. Streetscape improvements.
- 160. Entertainment and lively spaces.
- 161. Destination-themed improvements.

COMMUNITY CONVERSATION (May 27, 2021)

Themes from Small Group Discussions

Affordable Housing Development:

The city of Milpitas should invest in affordable housing development in the Main Street area. Milpitas has become increasingly expensive to live in; there is a significant lack of affordable rental units and houses on the market. Participants shared they would like to see affordable housing development included in the design for Main Street. The housing could support seniors in our community and members of the local workforce like teachers and first responders. Participants also suggested other ways to address affordable housing needs, including subsidizing housing and first-time homebuyer programs.

Mixed-Use Development:

Main Street's design should include mixed-use development. Participants across each group emphasized the benefits that mixed-use developments offer. Many cited that mixed-use development can help attract new and diverse businesses since it will create more office, including co-working space. Participants also discussed the design they would like to see for mixed-use developments. They hoped the City would maintain the bottom floors for restaurant and retail, while the top floors are reserved for housing.

Beautification & Revitalization:

The City of Milpitas should consider beautification as a component of the revitalization plan for Main Street. Currently, participants feel that the buildings located on Main Street are worn and weathered. Likewise, the vacant lots feel blighted and are not well-maintained. Together, they create an uninviting environment that can serve as a deterrence for visitors. Participants shared that they would like for the City to restore existing buildings and preserve those with historic architecture to help improve Main Street. People also shared they would like to see new and consistent signage indicating what businesses are located on Main Street. Other ideas participants had included adding landscaping design to the recommendations in the future Specific Plan for the area.

Alternative Modes of Transportation:

The City should use this opportunity to encourage alternative modes of transportation to and from Main Street. Main Street is located near many other destinations including the newest BART station. However, most areas are only easily accessible by car, lacking the infrastructure to keep bicyclists and pedestrians safe. Participants suggested creating a bike path that easily facilitates getting to Main Street and adding bike parking to the proposed design. Other participants suggested creating an overpass restricted for pedestrian and bicycle transit, to keep community members safe. Participants also cited concerns over public transit and suggested investing in more reliable transit to take people to and from Main Street.

Diverse Local Businesses:

The revitalization plan should include ways to encourage new businesses to establish locations on Main Street and should support existing businesses. Participants shared that they hoped to see more local businesses available on Main Street. Specifically, people wanted businesses where they enjoy time with friends and family like restaurants, coffee shops, and bars. Many also highlighted the importance of keeping businesses local, avoiding large chain stores. Other participants discussed the importance of food access on

Main Street, especially if the City is to build more housing. They suggested establishing grocery stores along Main Street.

Central Identity & Unique Draw:

The City of Milpitas should consider shaping Main Street around a key identity. Participants voiced that Main Street does not look cohesive in its design. Likewise, the businesses that are located on Main Street do not seem connected to each other. When recruiting new businesses, the City should consider how they will tie in with the culture of Main Street. In addition, participants shared that Main Street's identity should include an appreciation of Milpitas' history while meeting modern demands.

Parking:

As Milpitas considers adding more housing to Main Street, the City should also consider adding more parking spaces in the redevelopment. Main Street lacks sufficient parking to meet the current demand. With more families anticipated in the area and more local businesses, these parking challenges may be exacerbated. Having more parking would also allow for more events to be held on Main Street that people throughout Milpitas can attend.

Small Group Suggested Facilitator Questions

Milpitas Community Conversation #2

I. About your group (5 mins)

- What is your name and profession?
 - Are you a teacher, cook, business owner, engineer, public servant, parent?
- What are your goals in coming here today?
- Do you work, worship, shop, play, and/or live near Main Street?

II. General Questions (5 mins)

- What's your current experience with Main Street?
 - What do you like about it?
 - What do you not like about it?
- What would draw you more to live, work, play & stay on Main Street?
 - What do you want to experience here?
- What's your ideal version of Main Street & Milpitas?
- Do you have any fears or concerns with Main Street developing more?

III. Housing (20 mins)

- Would you like to live on Main Street? Why or why not?
- Who might want to live on Main Street? (singles, couples, families, age groups)
- What housing types do you think we need on Main Street?
- For those who do or would live on Main Street, what do they need near their home?
- What does affordable housing mean to you? [Facilitator: examples include workforce housing for first responders & teachers; housing for seniors or the disabled; permanent supportive housing for homeless]
- How important is affordable housing to you?
- What are the potential challenges to building housing/mixed-use on Main Street?

IV. Community Benefits / Amenities (10 mins)

- What is the City of Milpitas's responsibility to the community for Main Street?
- What amenities or community benefits should be considered during its revitalization?
 - Transportation: Transit/road improvements, transit passes, bike paths, VTA frequency, streetlight timing, bike storage, connected streets?
 - Public space improvements: Sidewalks, parks, open space, walking paths/trails, gathering areas, plazas?
 - Community gatherings: social/cultural events, holidays, nighttime activities, temporary markets, food trucks?
 - Others: Community room, community garden, community center, childcare?
- Is there anything Main Street's revitalization can do to make your life easier or better?

V. Summary (5 mins)

- Which aspects of the redevelopment are most important to you or most interest you?
- If there were 2 improvements to Main Street you would want, what would they be?

Small Group Discussion Notes

Group 1 (of 5), led by S. Goei

About Your Group:

- 162. In Milpitas for over 20 years. Came from Mountain View and Los Gatos. Seen transition in Mountain View and Los Gatos.
- 163. Associate Planner. See the largest connection as the Library, a wonderful asset.
- 164. Been in Milpitas for 25 years and has retired from high tech.
- 165. Retired from NASA Ames. Currently, on Homelessness Task Force and previously served on the Arts Commission. Lived in Milpitas for 35 years.
- 166. Graphic designer, web design. Moved from SoCal to Milpitas 34 years ago. Grew up in Milpitas, went to college.
- 167. Want to see something happen in Midtown.
- 168. Looking for a pedestrian destination.
- 169. Want Main Street to be nicer; have people shop there.
- 170. Participated in parades. Go to restaurants on Main Street. Also, use shops. Try to shop locally. Love to see it Turning it into a walking destination. Love the library. Seen transition. Want to add to a gem.
- 171. Like the shops. Want to see what Main Street could be. More safe, walking areas, more community activities.

General Questions

- 172. Main Street looks run-down right now.
- 173. When the lobster truck shows up, a lot of people show up. Best Sandwiches is a very cool restaurant; we lost Baja Cactus. Hoping to get a brewery.
- 174. Some places could have live entertainment.
- 175. Want to see character, not conformity. Needs to have a close linkage between Main Street and the Great Mall area. The opportunity to attract residents is important to stimulate the economy. If there is a Midtown plan, stick to it.
- 176. Video only showed half of Main Street; need to extend further.
- 177. Need to include the liquor store and the vacant space next to it.
- 178. Same people working on Main Street for years. Something to liven up Main Street. Not a carwash. Could be something really great.
- 179. Planning Commission did deny a carwash; they are doing their job.
- 180. History museums would be good.

Housing

- 181. Fan of mixed-use; first build commercial, then residential housing.
- 182. Affordable Housing Ordinance requires 15%. We should always build units and not allow for developers to pay in-lieu fees. Housing is needed everywhere.
- 183. Looking for all types of housing.
- 184. Want the City to assist first-time homebuyers and help school teachers.
- 185. Mixed-development housing; housing for seniors, others, young people too.
- 186. Mixed-age.
- 187. Need a corner store like Trader Joe's.

188. Want to see small retail, coffee shops, breweries, brick-and-mortar stores, and diverse restaurants; Main Street needs more restaurants, bars, and evening entertainment.

Community Benefits/Amenities

189. Food trucks, live entertainment.
190. History walk. Have an art theme, bring people to see outdoor artwork on Main Street.
191. Milpitas has silos, individual communities. Desire is to pull everyone together to share art and culture.
192. Art and Wine Walk, closing streets.
193. Relocate the farmers market to Main Street.
194. Can bike to places.
195. A lot of housing around BART, a shuttle for people to get to Main Street, and bike parking.
196. Agreed, we need bike parking.
197. Don't know how to get to Main Street on a bike; there is no bike path.
198. No protected bike path; cars are going fast. Community needs a safe bike path.
199. Widening Calaveras has been discussed in the Capital Improvement Program (CIP).
200. Don't see bicyclists on Main Street.
201. It's hard to get to Main Street on a bike. You really have to know which way to avoid traffic.
202. Include a pedestrian/bicycle overpass so that people can avoid going over major streets and over train tracks. It's a risk for people and kids to use the bike lane right now; it is too narrow.
203. Find ways for people to travel to Main Street.
204. Need to give attention to parking, too.
205. Main Street is used to get from one side of town to the other. Traffic.
206. Provide easier access to Main Street.
207. Provide signage so that we know what businesses are there.
208. Like the signpost on the cover of the Specific Plan. Traditional, charming town image. Would like a mix of things. Have a rich culture. Should find a way to share that. Restaurants to gather at. Opportunity to revitalize.
209. Would describe Milpitas as a little city between two large cities, something special and very welcoming.
210. Like that all schools are within one school district, unlike San Jose. Would like to embrace the beautiful hills. Like a little community. Just need to make it more special.
211. We have Sunnyhills.

Summary

212. The fact the City is trying to revitalize.
213. Make it happen.
214. Need young people to move to Milpitas.
215. Ideas for vacant lots. Park, gathering space.
216. Additional community space.
217. Had a problem that City Center is separated from the historical center on Main Street. Would be great to move City Center to Main Street to make it one place.
218. City Ventures. Built a mixed-use project on Main Street a few years ago. Developers have the options if the lots are large enough. The commercial units can be purchased. A good model, as some want to do tenant improvement and not worry about the lease. City wants to put parking in the back.
219. Can have community space in the development. HOA can allow public access.

- 220. Retain businesses, encourage brick-and-mortar. Keep Main Street the same width all the way.
- 221. Keep Main Street the same width all the way.
- 222. Want to be able to walk from business to business, not drive. Current businesses don't tie together.
- 223. Invite a famous chef to open a restaurant (Yan can cook).
- 224. Facilitator, Derek – 2 key themes from group:
 - a. Make Main St a creative space: Wine walk, restaurants, entertainment, gathering place
 - b. Make Main St more accessible: By bike; Improve access.

Group 2 of (5), led by J. Lee

About Your Group

- 225. Long-time resident (near Milpitas HS); interested in seeing more shopping & local businesses on Main Street.
- 226. Financial planner (former military) and CFO of Chamber of Commerce; interested in seeing Main Street become a destination.
- 227. Business owner of Bombay Chaat House.

General Questions

- 228. Try to shop and eat in Milpitas (library, Fosters Freeze, coffee shops, etc.); want to see it become a destination.
- 229. Visits Best Sandwiches, KFC, and animal feed store.
- 230. Blighted area; used to be a real Main Street but shops are gone, and there are vacant sites.
- 231. Needs to be more attractive ("spruced up") and have more mom and pop shops.
- 232. Need a consistent style/theme/design; prefer a more neighborhood/homey feel.
- 233. Developers get what they want; violate plans and policies.
- 234. Looks run down and uninviting; parking is an issue too.
- 235. Would like to see special events, but not enough parking.
- 236. More restaurants and necessary businesses/services

Housing

- 237. Would like to see more businesses, but need mixed-use development.
- 238. Buildable areas are too small.
- 239. Need more parking on the south end.
- 240. Maybe focus on businesses along Main Street.
- 241. Need housing above retail for retail to be viable, but no more than 3 stories, like Santana Row.
- 242. Not too clustered or high-density housing due to parking issues.
- 243. Some housing on select sites or areas, but not everywhere.
- 244. Would like to see affordable housing for seniors, teachers, and first responders.
- 245. Would like to see condos but as part of mixed-use development with larger retail areas to attract businesses.
- 246. Prefers local businesses over malls and regional shopping centers.
- 247. Convenience is key: parking, neighborhood commercial, services, etc.
- 248. Homes with historic architectural styles.

Community Benefits / Amenities

- 249. Cultural center (theater, entertainment, etc.) or something else that would attract people.
- 250. Complementary uses (museum, community center, etc.).
- 251. Parks and bicycle/pedestrian facilities.

- 252. Walkable areas (wide sidewalks, outdoor dining, patios, landscaping, and smaller building setbacks).
- 253. Maintain vacant sites better.
- 254. Incentives to attract businesses.
- 255. Branding and signs (welcome signs, etc.).

Summary

- 256. Clean it up in simple but effective ways (color and other inviting elements) to help existing businesses.
- 257. It needs to be more attractive (planters, appealing sidewalks, streetscape elements, the historic theme for buildings, etc.).
- 258. Outdoor dining and special events.
- 259. Affordable housing in a careful way.
- 260. Commercial nightlife district but a safe place for people to live like Santana Row.
- 261. Mixed-income community, including ownership and rental condo, duplexes, and townhome units, while understanding the need for high-density.
- 262. Walkable areas.
- 263. Need for balance (housing types, density levels, income levels, land uses, etc.).
- 264. Commercial areas for shopping and jobs.
- 265. Diverse design and architectural styles.
- 266. Gathering spaces for outdoor music and dining, pocket parks, and seating.

Group 3 (of 5), led by J. Garner

About Your Group

- 267. Works with Realtors and represents them in the city.
- 268. MUSD, part of the homeless task force.
- 269. Works at SAP Labs, has lived in the Pines for 40 yrs, does business on Main St, part of the homeowner's association, and serves on the Science & Tech Commission.
- 270. Director of land acquisitions at CitiVentures and has done work in Milpitas; missing a downtown in Milpitas and is working on mixed-use zoning.

General Questions

- 271. Restore what's there
- 272. Looks old, scary to walk by yourself at night; after the bridge, there are homeless people and hotels that are scary. Buildings are old; want them to change.
- 273. Not a lot of experience with Main Street but experience with redeveloping areas like this. There's a way to revitalize and modernize it, making it walkable, with ground-floor retail, a mini-city of its own.
- 274. Gaps in businesses down there; want to see the museum north of the library.
- 275. Don't have a lot of experience here.
- 276. Be mindful of traffic, it's getting bad here.
- 277. Live in an urban center, walkable to uses, transit oriented development in the same area, and create a downtown culture.
- 278. Charging stations, wifi stations, parks and recreation, where kids can play and parents can do work on the go.

Housing

- 279. More homeowners, vertical condos, and townhomes would decrease the wealth gap and revitalize the area.
- 280. Agree with creating a variety of places for people to purchase, and townhomes are dense, \$150/sf, condos are more expensive to build, etc.
- 281. Don't know what's available for families in the city; they're leaving due to high costs. How does this information get presented to target homebuyers?
- 282. Parking; need places for vehicles.
- 283. More people in a household, more cars.
- 284. Want to see affordable housing built as a part of the picture, not rent control.
- 285. Mixed demographic makes for a good community.
- 286. Building onsite affordable housing with market rate housing is better than separate.
- 287. Permanent supportive housing for families struggling in the city; consider them first.
- 288. Workforce housing is often forgotten and important.
- 289. Density bonuses, expedited processes.
- 290. Can we subsidize costs for teachers?
- 291. Affordable groups struggle to get funding, can the City help with this? Partner with market-rate developers.
- 292. Parking.
- 293. Normal to not own a car in other places around the Bay, but not here, and hard to make the shift. It's a huge deal; however, the cost of construction is very high and could affect the ability to build it.
- 294. Water is also an issue.
- 295. Live on Main street, need groceries and smaller grocery stores.
- 296. Not convenient for older people.
- 297. Security and safety, especially around BART.
- 298. Kids walking long distances; what about buses?
- 299. Lighting at night.

Community Benefits / Amenities

- 300. Green spaces and parks, public art, and bike trails.
- 301. Bike shares, scooters, car shares, bigger bike paths with greater separation, dedicated bike lanes with bollards, and safety concerns. Lighting at night will help, but not over bright LEDs, not like those in a fluorescent mall. Invest in buses and use public transportation more so it gets more funding.

Summary

- 302. Safety, improving the visual quality, the streets are breaking, more bike lanes
- 303. Well-built mixed-use housing and affordable ownership opportunities.
- 304. Develop a downtown space where people gather and recreate.
- 305. Parking, there's a perception that it's a problem.
- 306. Keep people in the city when they're leaving the city to have fun.
- 307. Theme for development to make it more attractive and improve frontage and facades of older stores.
- 308. Displays in the storefronts; nice for people shopping on the streets.
- 309. Greenery; shade and trees on Main Street.
- 310. Increase sidewalk widths.
- 311. Trash cans on the street, especially for people walking dogs.
- 312. Shoe stores; stores with small footprints.

Group 4 (of 5), led by A. Marcus**About Your Group**

- 313. Founder of creative spaces, south bay tech center, and looking to expand. Film studio and event center.
- 314. Live and work in Milpitas, work at FLEX. Live near the Great Mall. Vice-Chair for Economic Development and Trade Commission.
- 315. SCC Association of Realtors; Tim Beaubien covers the Milpitas area. The mission is to promote homeownership.
- 316. AJ Elias
- 317. Works in construction; own bar on the G, adding 8 more community nights.
- 318. City officials

General Questions

- 319. Good thing, lots of traffic goes through there.
- 320. Could be good for nightlife.
- 321. Variety of businesses, eclectic
- 322. Visually not great, Hodgepodge of stuff, cut off.
- 323. Traffic is good for business
- 324. Like making it a walking street, park and walk-in.
- 325. Seeing the sign brings people into businesses
- 326. Gateway portion, Fairway, and Main Street; look at Santana Row type development to bring people together. It's close to 880, a straight shot, and a huge plus for money and jobs.
- 327. Combine living, working together; have storefronts and businesses, and office and living above.
- 328. Nightlife but safety.

Housing

- 329. I would like to live where there is nightlife, yet appealing.
- 330. Needs to be a place to park.
- 331. Want to see more for sale opportunities that are affordable (Realtors)
- 332. Can housing fit in historic areas?
- 333. Can housing jive with nightlife?
- 334. Need affordable housing.
- 335. Lots of opportunities.
- 336. Having studios can reduce the cost and bring in younger people and money into the area. I see it more as a Sunnyvale or Willow Glen scale, 4-6 stories high, 3-bedrooms, and studios to attract younger people.
- 337. Modern vs town historic design?
- 338. More people, more business can be done there.
- 339. Train tracks behind Main Street. Good area for nightlife, there aren't many single-family homes there; the more you bring in that group, whole families, then it creates issues with nightlife. Also, there are lots of homeless around there, which needs to be addressed; will affect everything. We own a business and we deal with the homeless situation. There is the potential to have festivals, shut the street down while other streets can still be accessed. Lots of potential.
- 340. Parking. Parking on the north side of the district. Delivery, Main Street is not a big street and the street gets blocked for deliveries.
- 341. Obstacles; neighborhood opposition; how does the local community feel?

- 342. Is there a program to let the public know? I haven't seen any big advertisements, billboards about how to get involved. I don't see any ads for that. The city is planning a big holiday event in December, with an ice rink, and food trucks.
- 343. Our businesses (Able and Main/Sera) built a big patio hoping to get more gatherings; happy to help with festivals and happy to support.
- 344. Affordable family housing vs. nightlife...incompatible uses? Yes, but it will take some thinking.

Community Benefits / Amenities

- 345. Missing that Milpitas feel, downtown area to gather, we need that. Housing should represent the City. I hope city leaders are looking at the past and future.
- 346. Leaders, new housing opportunities, and homeownership and rental opportunities.
- 347. Address the homeless issue. Fencing and access to the train tracks; it is a highway for the homeless. Abandoned cars. Don't run them out of there, but find a way to help them. Have them engage or be helpful somehow rather than just wandering around, standing on corners on 237. The vacant church just got broken into, walls were busted, and was ransacked two weeks ago. Address that. That has to happen before people will bring their families there.
- 348. Grew up in Milpitas in the Pines, like the old town feel. Needs attention, but people don't want it to be replaced with a Santana Row (clean bright pretty) and don't want to lose that small-town history; it is hard. Since COVID, hotels are empty, it seems scarier now. We need to have families feel safe and for businesses to want to invest in that area. Need to address somehow.
- 349. Lots of parks but they are hidden by other stuff. We have a two-year-old, well taken care of. There is a park near the fire department. You miss them when you drive by. Wayfinding would help people find amenities and attractions.
- 350. Amphitheater in the park area.

Summary

- 351. Blend old and new
- 352. We need a place to gather to enjoy the culture.
- 353. Figure out how to make it work for nightlife and for housing including rental and ownership. Will it work to build housing above retail? Will nightlife be compatible with housing?
- 354. Figure out a way to balance the preservation of history while also looking toward the future.
- 355. Safety needs to be considered; there is crime in the area now.
- 356. Having affordable housing on the edges but not in the center may help large projects. Affordable housing might be hard to attract business into the core.
- 357. Keep that historic look and think about the future.
- 358. Preservation is expensive; They just tore down the Los Gatos movie theater and then made it look vintage. Rebuilding.
- 359. Add art and sculptures on Main Street in the main part or the town square. It helps tell the history. That intersection was called crossroads, keeps the longtime residents interested and feeling like they are still at home. It also introduces new people to the history of the area. Art is a good way to do that.

Group 5 (of 5), led by N. Thomas

About Your Group

- 360. Residents
- 361. City Staff

General Questions

- a. [Section not answered]

Housing

- 362. Main St. mix of uses to include retail stores, offices, multi-family housing, restaurants, sidewalk cafés, childcare centers, public facilities, churches, etc.
- 363. Some participants said they would like to live on a revitalized Main Street while others would not; the likely demographic would be young single people, small families, commuters.
- 364. Housing types should be diverse (type, size) and inclusionary - low income, hourly workers, retirees
- 365. Opportunities to help the unhoused population.
- 366. Housing is needed to meet the needs of the local workforce – workers can live and work in the same area.
- 367. Need to recognize high construction costs; the key question is not whether we like it but can it be built.
- 368. What rents are needed vs what rents are realistic? Can vertical development fit?
- 369. Other cities renovate or re-use old buildings. It allows for cheaper rent; Milpitas Main Street would be starting from scratch.
- 370. The high cost of materials and labor makes housing construction difficult or infeasible.
- 371. Lot depth is an issue on Main Street. There are smaller parcels; so we need tools to incentivize lot assemblage.
- 372. Vibrant community needs a variety of different housing types, price points, and visual interests.

Community Benefits / Amenities

- 373. City serves as a go-between in balancing the desires of developers and the community.
- 374. Revitalization connotes trying to heal the area – make Main Street welcoming and “convivial”.
- 375. Developers have not accomplished this on their own. How can the City set policies to help?
- 376. City should be more aggressive in working with developers.
- 377. City should watch out for existing small businesses and help avoid displacement.
- 378. New housing will need new or better transportation connections to the rest of the City.
- 379. Mini-parks, micro-parks, gathering spaces – not playgrounds or playfields – neighborhood parks.
- 380. Need consistent design, consistent lighting, and continuity along Main Street to address safety concerns.
- 381. Performing arts center or gathering space; coordinate housing and entertainment venues.
- 382. Need a variety of community meeting rooms that are small, medium, and large.

Summary

- 383. At the end, each participant used one word to describe what they would like Main Street to be:
 - a. Fun place
 - b. Convivial
 - c. Attractive
 - d. Useful
 - e. Destination/Home

COMMUNITY CONVERSATION (June 24, 2021)

Themes from Small Group Discussions

Historical Importance:

The design for Main Street should include opportunities to highlight Milpitas's history. The City of Milpitas has a wonderfully rich history. Stakeholders shared that they would like to see different methods of honoring that history. They offered ideas like establishing a museum where the next generation can learn about the City's history. Other ideas participants shared included establishing a history walk that has signage throughout Main Street indicating historical landmarks. The City should continue to uncover its history. As community members contemplated how to uplift history, they also expressed how uplifting the history could serve as a focal point for Main Street, drawing in visitors.

Beautification & Revitalization:

Main Street's infrastructure needs revitalization to create a welcoming atmosphere that fosters community, enhances local business, and creates a sense of safety. Stakeholders noted that many of the buildings and structures on Main Street look weathered. Existing businesses lack appealing storefronts to drive in other businesses. Some of the changes participants aim to see include landscaping projects that would add flowers and greenery to the area, incorporating unique and modern storefronts, and restoring existing buildings. Community members also expressed that art, like murals and public art pieces, could help revitalize Main Street.

Central Identity & Unique Draw:

Rebranding Main Street around a key identity or focal point will help generate a sense of community and bolster the local economy. Community members shared how Main Street feels like a "stopping point" versus a "destination." They would like to see a defined reason for people to come and visit Main Street. Many shared that Main Street could become the City's center, citing downtowns in neighboring cities that have successfully established businesses and entertainment that draw in many people. Participants maintained that they would like to create an identity that is unique to the Milpitas area.

Family-Friendly Entertainment & Nightlife:

Community members would like for the City of Milpitas to incorporate spaces for events, entertainment, or nightlife that would allow for individuals and families to celebrate together. Participants cited that they are aware of events hosted on Main Street, like Pumpkins at the Park, but would like to see a larger variety, including pop-up events around food. Others shared that they would like to create a venue where residents can enjoy music, dance, or local theatre. Across the groups, many participants shared that the City of Milpitas could capitalize on the vacant lots as opportunities of establishing these types of events or venues. Participants also explored establishing a cultural entertainment center on Main Street. The cultural entertainment center would operate programming that elevates arts and culture for all ages and bridges communities.

Art:

In each of the small groups, participants indicated the importance of art in the proposed design for Main Street. Art was cited as a crucial way of improving the physical appearance of buildings, adding uniqueness and character to Main Street, and highlighting the history of the city. Beyond this, participants also shared other key ways the City of Milpitas could foster arts and culture. Participants shared that they would like to see designated spaces for

art including adding a gallery on Main Street or creating a community space for young artists. Milpitas could consider shaping Main Street as an arts district.

Diverse Local Business:

The proposed design should help bolster existing business and encourage the establishment of new business on Main Street. Participants felt that there lacked significant local businesses on Main Street when compared to downtowns in neighboring cities, where one can shop, eat, and access services in the same locale. Some of the proposed local businesses people wished to see include restaurants, bars, and retail stores. In addition, participants shared that the current establishments on Main Street are not frequented enough. The City could better support existing businesses by investing in their infrastructure, ensuring that they are a part of Main Street's future.

Alternative Transportation Options:

The future of Main Street should promote alternative modes of transportation. The perception of Main Street is that it is not very pedestrian or bicycle-friendly. It lacks the robust infrastructure needed to support bicyclists and improve their safety, like defined bike lanes and updated bike facilities. Participants suggested creating portions of Main Street that are "car-free" to protect pedestrians and bicyclists. Other participants noted that Main Street is not well connected like other city centers, where you can travel throughout the street to shop. Creating a more well-connected Main Street would encourage more people to walk through, instead of drive. Furthermore, Main Street's redesign serves as an optimal opportunity to improve the connection between the destinations like the new BART station.

Small Group Suggested Facilitator Questions

Milpitas Community Conversation #3

I. About your group (5 mins)

- What is your name and profession?
 - Are you a teacher, cook, business owner, engineer, public servant, parent?
- What are your goals in coming here today?
- Do you work, worship, shop, play, and/or live near Main Street?

II. General Questions (5 mins)

- What's your current experience with Main Street?
 - [optional follow-up questions] What do you like about it? What do you not like about it?
- What would draw you more to live, work, play & stay on Main Street?
 - [optional follow-up question] What do you want to experience here?
- What's your ideal version of Main Street & Milpitas?
- Do you have any fears or concerns with Main Street developing more?

III. Historical Resources (20 mins)

[This section is to talk about how to present Main Street's history. Please respectfully ask people not to present history lessons for the group]

- Milpitas's residents have changed a lot over the years. As an individual, how would you like to experience Main Street's history?
 - [optional follow-up question] How do we make Milpitas history relevant to new residents?
- As a city & community, how would you like to celebrate Main Street?
- How can we marry the past, present & future on Main Street?
 - [optional follow-up questions] What aspects of Main Street history should we keep? What chapters are we ready to finish?
- How do we incorporate Main Street's cultural diversity into its future?
- Are there other cities you've visited that have celebrated their history or culture in a way you like?
- To summarize, share with us your top 2 aspects of Main Street history and/or culture.

IV. Community Benefits / Amenities (10 mins)

- What is the City of Milpitas's responsibility to the community for Main Street?
- What amenities or community benefits should be considered during its revitalization?
 - Transportation: Transit/road improvements, transit passes, bike paths, VTA frequency, streetlight timing, bike storage, connected streets?
 - Public space improvements: Sidewalks, parks, open space, walking paths/trails, gathering areas, plazas?
 - Community gatherings: social/cultural events, holidays, nighttime activities, temporary markets, food trucks?
 - Others: Community room, community garden, community center, childcare?
- Is there anything Main Street's revitalization can do to make your life easier or better?

V. Summary (5 mins)

- Which aspects of the redevelopment are most important to you or most interest you?
- If there were 2 improvements to Main Street you would want, what would they be?

Small Group Discussion Notes

Conversation 3, Group 1 (of 3), led by T. McLane

About Your Group

- 384. 23-year resident, president Sunnyhills Neighborhood Association, active in Milpitas Renters Association, and member of the Milpitas Historical Society.
- 385. 11-year resident moved from Boston.
- 386. Moved here in '89 with their parents and grew up in Milpitas. Got into history by playing a phone game called Ingress which uses art and historical landmarks.
- 387. Has been here since '64, went to school here. Grandfather was a migrant farmworker who brought his kids (Carmen's dad) to the area. Carmen's dad liked the area and came back and settled here to raise his family.
- 388. Moved here in '67 working at Stanford Research Institute in Menlo Park. Serves on board of Milpitas Historical Society, where duties include serving as the head of the docent program that provides history presentations for 3rd-grade classes. Alternate on the Parks, Recreation, and Cultural Resources Commission.

Historical Resources

- 389. A main street means everything about a town. It's how you present yourself to the world, who we are and how we care for our community. Current experience is I walk or drive on Main Street and see the changes that are beginning to happen. Our town is about diversity. Hope we will turn Main Street into something beautiful – more trees, flowers, parking, storefronts. Renovating and making it much better. Beautiful storefronts that look unique and artsy and Parking!
- 390. Main Street is not connected! It's different plazas and areas. You go to your destination and you're done. I worry about parking. A lot of it is now in front of the plaza. It impacts your desire to walk from place to place. My favorite business is An-Jan, with old-timey scenes painted on the windows and sides. I'm old enough to remember when stores had paintings in the windows. I lived in a small town (not Milpitas, in Canada) as a child, and my favorite memories are going to the main street to the candy store, post office, and farm implement dealer. I think about where my peers want to go out to eat. Milpitas has a few restaurants but not a "scene." My concept of downtown is, there isn't one there. My son likes the comic book store.

Community Benefits/Amenities

- 391. Main Street is historically important. We have competing areas – Main Street, Milpitas Boulevard, Park Victoria. We have cultural resources markers at the southwest corner of Main and Carlo, the oldest buildings are 100 years old. If you put a gazebo up as a focal center its interior walls could have interpretive historical signage. It would become the starting point of a historical tour. This used to be Old Mission Road. This is the oldest section of Milpitas. It has a big history. It was super-important in the 17- 1800s. Main Street is not really tied together. I'd like to see the creative bridging of how people could appreciate it. The road itself is older; it was the main highway before 880.
- 392. I'm reminded of areas like California Avenue in Mountain View and University Avenue in Palo Alto. It's walkable. You can meander through the whole 2 or 3 blocks. If I park at one end, and I see something interesting at the other end. I go for one thing, but there are other things to see. I want there to be something else to hang out for.

- 393. We don't have a special area like Castro Street or Murphy in Sunnyvale. Many little towns are beginning to develop modern, yet unique, aspects about their town. I want a place to take family and friends. Eating international food. We don't have a small theater, museum, or an awesome park. Residents know about Pumpkins in the Park, but I want to have something people come for. How can we make it an intentional city center space?
- 394. Niles in Fremont just popped into my head. They have historic buildings, bars, pizzeria, ice cream stores. It's a fun place to go, and it recognizes their unique history. It would be great if Milpitas could get more of that vibe going. I have friends in Niles, but I also have friends from Hayward and we meet there because it's in the middle.
- 395. I'd like to see a water fountain, tree lighting, banners, murals, tile art benches, (signs) with art (restored) a huge arch sign, and flowerpots. It's really important. We need to give incentives to businesses.
- 396. I love the idea of storefront flowers. Seems like the businesses are struggling to stay in business because Main Street isn't a unique downtown.

Summary

- 397. A local flower or plant shop. Light art. Chalk art.
- 398. We need a cultural district, a First Friday, like San Jose's SOFA district.
- 399. Attract like-minded, similar-themed businesses. It facilitates people going and staying there. Bike and pedestrian safety through the full length.
- 400. A museum run by the City. A park by the Library.
- 401. An Old Town area. A Town Square, a place where people could linger.
- 402. Streetscape improvements. Street performances and events.

Conversation 3, Group 2 (of 3), led by A. Smith

General Questions

- 403. Looks "dumpy", "rundown", needs "sprucing up", and needs landscaping.
- 404. Too much traffic, so traffic control is needed. Parking is an issue, there isn't enough.
- 405. A large parking structure is needed.
- 406. Doesn't like the recent approvals for the adult daycare and the car wash.
- 407. Would like to see a consistent width of Main Street and improved pedestrian and bike infrastructure. Consider a no-car or pedestrian-only stretch of Main Street. Consider making Main Street a one-way street.
- 408. The biggest opportunity is the BART station and we need to think about how to effectively connect to it.
- 409. Consider art galleries to honor history.

Historical Resources

- 410. Need a "centerpiece venue", maybe a place for dancing. Can start small by encouraging/supporting artists to set up in vacant spaces, creating that "kernel of activity", and celebrate the city's history through art and culture.
- 411. Engage "Local Color" or "SV Creates" and search for local tenants to build it.
- 412. Build a museum on the vacant land next to Abel Street.
- 413. 6,200 sq ft warehouse at 27 Winsor has excellent rooftop exposure for advertising and could make good gallery space.
- 414. What is Milpitas' cultural background? Portuguese, Indian, Hispanic, Italian
- 415. Tap into religious uses – a lot of active populations that rally around religion.

- 416. Add physical color to Main Street – people are drawn to attractive things (ex. Murals and roadway art).
- 417. What we currently have is a patchwork and we want a tapestry.

Community Benefits / Amenities

- 418. What community benefits are we looking for?
 - a. More inviting Main Street, better-managed traffic, landscaping, murals, things that attract foot traffic.
 - b. Mixed-use: Restaurants, shops on the ground floor, and office and coworking use upstairs.
 - c. Make Milpitas a destination, not just a “sleepover town”.
- 419. A centrally located main venue like a cinema, theater, or amphitheater, similar to Bob McGuire Park
- 420. Pop up events, open-air activity on vacant parcels; the pop up flea market in SJ that brings a very diverse population together.
 - a. Venues that community organizations can use
- 421. Centralization is a struggle for Milpitas; we don’t have a central core place for an active nightlife.
- 422. Feels like a fragmented city, Main Street can become the central meeting place.
- 423. Historically Serra at Main Street used to be “The Place” everyone traveled through during the Gold Rush; Milpitas could reclaim its role as a nexus.

Conversation 3, Group 3 (of 3), led by J. Lee

About your group

- 424. President of the Milpitas Historical Society, longtime resident and frequent visitor, Assistant City Manager, and Planning Commission Chair and commercial real estate.

General Questions

- 425. Concerned about traffic during commute times.
- 426. Need better bike facilities and connections to the Great Mall.
- 427. Main Street is still being used for vehicular travel.
- 428. Need to be sensitive to small and shallow lots to facilitate redevelopment.
- 429. Historically, Main Street is more functional than beautiful.
- 430. There have been a dozen versions of Main Street.
- 431. Determine the overall plan for Main Street and establish a regional draw, one that isn’t a big anchor store. Instead, the Main Street plan could be more of a cultural/entertainment venue or could include nice restaurants.
- 432. Include mixed-use in select areas/nodes, not necessarily everywhere.

Historical Resources

- 433. Include historic markers, throughout, to add context to streetscapes.
- 434. Protect historic resources and identify what resources have been here.
- 435. History walk-through using QR codes.
- 436. There are many repurposed buildings with blank walls. The older buildings have lost some of their beauty. They may be hard to restore, architecturally, but it is possible through public art.
- 437. Identify what we want to preserve and highlight traditional architectural features in new or renovated buildings
- 438. Performance/entertainment venue.
- 439. Repurpose existing buildings (churches, old city hall, and firehouse, etc.) in a way that celebrates history (gathering spaces).

Community Benefits / Amenities

- 440. Implement wayfinding systems to address the lack of access; people need to know what resources are available.
- 441. Public ROW, infrastructure, and utilities are underserved.
- 442. Need to brainstorm how to attract people (also through celebrating history).
- 443. Creating a hub for studying history, by incorporating an outdoor pavilion with a walking tour.
- 444. Educational programs and historic preservation.
- 445. Need to balance nostalgia and emotional connection with reality and practical needs looking forward.
- 446. For history to be relevant, visual representation is needed (memorialization).
- 447. People aren't going to come to Milpitas and Main Street just to see old buildings. So we need more housing, mixed-use development, and businesses.

Summary

- 448. Milpitas doesn't have a city center for diverse cultural communities (gathering places, special events, etc.), so Main Street could become this hub.
- 449. Connect to historical and cultural ties to the larger area; create a cohesive place to allow visitors to access different parts.
- 450. Parking and access concerns (encourage foot traffic).
- 451. Beautification is important; the architectural presence isn't quite there yet.
- 452. Encourage a diverse Main St. with diverse businesses
- 453. Celebrate history with public art.
- 454. Establish some consistency (patchwork to tapestry).
- 455. There are many vacant lots, which are opportunities for creating destinations (cultural venues, amphitheaters, etc.) to establish an identity.

APPENDIX A

Distribution List for this Report

City of Milpitas staff jlee2@ci.milpitas.ca.gov; nthomas@ci.milpitas.ca.gov; emedina@ci.milpitas.ca.gov; akantak@ci.milpitas.ca.gov; aandrade@ci.milpitas.ca.gov; ddegu@ci.milpitas.ca.gov; ninamine@ci.milpitas.ca.gov; sgoei@ci.milpitas.ca.gov; amarcus@ci.milpitas.ca.gov; tmclane@ci.milpitas.ca.gov; rlorentzen@ci.milpitas.ca.gov

City of Milpitas Council cmontano@ci.milpitas.ca.gov; kdominguez@ci.milpitas.ca.gov; echua@ci.milpitas.ca.gov; aphan@ci.milpitas.ca.gov; rtran@ci.milpitas.ca.gov

City of Milpitas Commissioners Planning Commission; Economic Development and Trade Commission;
Parks, Recreation and Cultural Resources Commission

Community Conversation Registrants Everyone who registered for at least one of the Conversations



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive a Presentation From Staff and Provide Direction on Policy Options to Regulate Tobacco Retail Permitting, Flavored Tobacco and Electronic Cigarette Products, and Tobacco Retail Location Limits for Future Consideration and Adoption by the City Council
Category:	Community Development
Meeting Date:	10/5/2021
Staff Contact:	Ned Thomas, Planning Director, 408-586-3273 Jay Lee, Principal Planner, 408-586-3077
Recommendation:	1. Receive a presentation from staff 2. Provide feedback and direction on policy options to regulate tobacco retail permitting, flavored tobacco and electronic cigarette products, and tobacco retail location limits for future consideration and adoption by the City Council

Background:

Tobacco use remains the number one preventable cause of death and disease in California, causing nearly 40,000 deaths in California every year. In Santa Clara County, one in eight deaths annually is attributed to smoking-related illness or disease, such as cancer, heart disease, and respiratory diseases.

Data from the 2019-20 California Youth Tobacco Survey shows that almost one in four students in Santa Clara County have tried vaping. In Santa Clara County, 93.1% of teens currently using tobacco reported using a flavored product and 80% of youth who have ever used tobacco started with a flavored product. Data from the 2019 National Youth Tobacco Survey shows that e-cigarette use in the U.S. more than doubled among high school students (from 11.7% to 27.5%) and tripled among middle school students (from 3.3% to 10.5%) from 2017 to 2019. The widespread use of e-cigarettes by youth has significant long-term public health consequences. Most e-cigarettes contain nicotine, which, according to the Centers for Disease Control and Prevention (CDC), is highly addictive, can harm adolescent brain development, and can interfere with memory and attention processing. The CDC warns that young people who vape may be more likely to start smoking traditional cigarettes.

The Santa Clara County's Healthy Cities Program seeks to address these tobacco-related health concerns by promoting policies and practices to provide tobacco-free and smoke-free communities. Santa Clara County's Public Health Department has provided funding to cities to support tobacco prevention strategies. Following Council request to explore policies to discourage tobacco use and vaping by teens, on July 20, 2020, the City executed a grant agreement in the amount of \$37,560 with the Santa Clara County Public Health Department (PHD) to explore tobacco prevention policies that have been shown to reduce youth access and exposure to tobacco products. On March 16, 2021, Council confirmed the scope of work and directed staff to execute a service agreement with Santa Clara County to commence the work.

The City of Milpitas had previously adopted ordinances to prohibit smoking in parks and trails in 2012 and outdoor dining areas in 2017. In June 2021, the City adopted an ordinance to prohibit smoking in multi-unit residences and many outdoor areas to reduce exposure to secondhand smoke. However, the City currently does not prohibit the sale of flavored tobacco products or require a local tobacco retailer permit. Therefore, City staff is now shifting its focus to conducting community outreach to educate youth, teens, and parents about the health hazards of smoking and developing policies to better regulate tobacco retailers. See Attachment 2,

Tobacco Free Communities Policies in Santa Clara County, for a table of smoke-free policies within Milpitas and other cities in the County.

State and Federal Laws

Although federal law prohibits the sale of candy and fruit-flavored cigarettes, neither federal nor California laws prohibit the sale of menthol cigarettes or flavored, non-cigarette tobacco products, such as cigars, little cigars, smokeless tobacco, hookah tobacco, electronic smoking devices, and the e-liquid used in these devices. The FDA has announced plans to prohibit the sale of menthol in cigarettes and cigars; however, the regulations have not yet been drafted.

On August 28, 2020, California passed a law prohibiting the sale of most flavored tobacco products (SB 793), including menthol-flavored cartridges and refillable, tank-based vaping systems. It also banned the sale of flavored cigarettes and cigars, as well as flavored chewing tobacco. The state law contains three exemptions:

1. Hookah and shisha products (if sold by an adult-only hookah tobacco retailer);
2. Premium cigars with a wholesale price of no less than \$12; and
3. Loose leaf tobacco (other than tobacco for roll-your-own-cigarettes).

SB 793 was scheduled to take effect on January 1, 2021. However, opponents of the law submitted a proposed referendum to overturn the law. The State law is suspended until the referendum vote, which is currently scheduled for November 2022. If voters vote to uphold SB 793, the law should become effective immediately as the law is currently suspended, and the law's effective date was January 1, 2021. However, a lawsuit filed by tobacco companies challenging the state law may delay implementation even further. Because of the uncertainty around implementation of the State law, the Santa County PHD recommends that local governments continue to adopt laws to prohibit the sale of flavored tobacco products to remove the exemptions provided in State law.

Analysis:

The Santa Clara County PHD recommends the following policies to reduce youth access to tobacco products:

- Require a local permit to sell tobacco products;
- Prohibit the sale of flavored tobacco products, including menthol cigarettes;
- Prohibit the sale of all electronic smoking devices (e-cigarettes) and vaping products;
- Require that new tobacco retailers are located a minimum distance from schools (e.g., 1,000 feet);
Require that new tobacco retailers are located a minimum distance from existing tobacco retailers (e.g., 500 feet); and
- Prohibit tobacco sales in pharmacies.

These measures are likely to have the greatest impact on reducing youth access to tobacco products. These policies are already in place in Santa Clara County (unincorporated areas) and numerous cities within the County (see Attachment 2).

Additional policy elements to consider include:

- Require retailers to post a notice saying that the sale of tobacco products to anyone under 21 years of age is illegal and subject to penalties.
- Require retailers to check the identification for any purchaser who appears to be under 30 years of age.
- Prohibit the sale of tobacco products from a vending machine.
- Prohibit retailers from covering more than 15% of windows and clear doors with any type of ads or signs.
- Prohibit mobile tobacco retailing or tobacco retailing at a temporary event.

Policy options are discussed in more detail below.

Tobacco Retailer Permit Elements

The City has numerous policy options to consider in reducing youth access to tobacco. All of the policy options described below may be incorporated as part of a tobacco retailer permit requirement.

Require a Local Permit to Sell Tobacco Products

Although the State of California requires a license to sell tobacco products, more than 150 cities and counties also require a local tobacco retailer permit (TRP). A local TRP is generally adopted to:

- Create more comprehensive restrictions than State law on the sale or marketing of tobacco products in the retail environment (such as density regulations or limits on the sale of flavored tobacco products);
- Allow meaningful penalties for violation of tobacco control laws such as license suspension; and
- Help fund local enforcement of tobacco control laws through the local licensing fee.

In Santa Clara County, the cities of Palo Alto and Cupertino and the Town of Los Gatos have contracted with the County of Santa Clara for management and enforcement of their TRP program in exchange for the revenue collected from the TRP permit. These three municipalities adopted an ordinance identical to the County ordinance in order to participate in the city-county partnership. The cities of Campbell, Gilroy, Los Altos, Morgan Hill, San Jose, and Saratoga administer and enforce a TRP in-house.

Approximately 40 tobacco retailers currently operate in the City. Retail stores can sell tobacco products as an accessory use and smoke shops are allowed in certain commercial zoning districts with a conditional use permit without any required buffers from sensitive land uses.

Prohibit the Sale of Flavored Tobacco Products

The most comprehensive approach to addressing the availability of flavored tobacco and nicotine products is to prohibit the sale of such products everywhere in the city. Such a prohibition would apply to flavored e-cigarettes, e-liquids, flavored cigars, little cigars, flavored hookah and shisha products, and menthol cigarettes. E-liquids are nicotine solutions that are used with e-cigarettes. These liquid solutions are available in thousands of flavors that are attractive to youth, such as gummy bear and cotton candy.

Flavored tobacco products are considered “starter” products for youth who begin to use tobacco, establishing tobacco habits that can lead to long-term addiction. Youth believe that flavored tobacco products are safer and less addictive than non-flavored varieties.

In Santa Clara County, the cities of Cupertino, Los Altos, Los Gatos, Morgan Hill, Palo Alto, Saratoga, Sunnyvale, and the County of Santa Clara prohibit the sale of flavored tobacco products. Some cities provide exemptions for menthol cigarettes or loose-leaf tobacco products. See Attachment 2, Tobacco Free Communities Policies in Santa Clara County, for the full comparison table of smoke-free policies within the County.

Prohibit the Sale of Electronic Cigarette Products

E-cigarette devices are the most popular tobacco product among California youth. In a state survey, 7.7 percent of Santa Clara County teens reported using e-cigarettes in the past month. Youth users of this new generation of e-cigarette products are 7 to 8 times more likely to try cigarettes and become regular smokers one year later relative to their peers who do not try them. At the same time, no e-cigarette has been approved as a cessation device by the FDA and many adult e-cigarette users continue to use combustible products.

The cities of Cupertino, Los Altos, Los Gatos, Morgan Hill, Palo Alto, Saratoga, and County of Santa Clara prohibit the sale of all electronic cigarettes and vaping products.

Limit the Location and Types of Tobacco Retailers

Many communities are looking for strategies to reduce the availability of tobacco products to reduce youth access to such products. These restrictions can also help target enforcement of tobacco retailer licensing requirements and reduce perceptions that tobacco use is normal and acceptable. Policy options include:

- Prohibit new tobacco retailers within a certain distance of schools or other youth-oriented facilities. Example: retailers may not locate within 1,000 feet of schools or playgrounds.
- Prohibit new retailers within a certain distance of existing tobacco retailers. Example: tobacco retailers are not permitted within 500 feet of an existing tobacco retailer.
- Limit tobacco retailers relative to population size or place a cap on the total number of tobacco retailers. Example: there can be no more than 1 store for every 2,500 people.
- Prohibit the sale of tobacco products by certain types of retailers, such as pharmacies.

These requirements could be included as elements of a TRP.

Research has shown that the density of tobacco retailers, particularly in neighborhoods around schools, is associated with increased youth smoking rates. Tobacco retailers near schools with high smoking rates have also been shown to have lower cigarette prices and more in-store promotions. Additionally, children are more likely to experiment with, and use, tobacco products when tobacco retailers are located near homes.

Research also shows that the presence of tobacco in retail settings normalizes the use of tobacco products and triggers smoking urges among former smokers and those attempting to quit. Sales of harmful tobacco products in pharmacies present an inherent conflict of interest and send mixed messages about the health risks posed by tobacco. By selling tobacco products, pharmacies reinforce positive social perceptions of smoking, convey implied approval of tobacco use, and send a message that it is not so dangerous to smoke.

In Santa Clara County, Cupertino, Gilroy, Los Altos, Los Gatos, Palo Alto, and Saratoga and the unincorporated area restrict the location of new tobacco retailers: (Appendix A). Cupertino, Los Altos, Los Gatos, Palo Alto, Saratoga and the unincorporated area prohibit the sale of tobacco products in pharmacies.

More than 50 local governments in California restrict the location of tobacco retailers within a certain distance of schools. The most common buffer zone in such laws is 1,000 feet. However, some communities have customized the policy by choosing a different buffer zone and/or adding additional youth-oriented locations, such as childcare facilities, youth centers, libraries, playgrounds, parks, and recreational facilities.

If restrictions on the location or type of tobacco retailers are adopted as a component of a TRP ordinance, new retailers within prohibited areas (e.g., 1,000 feet of schools) or of prohibited types (e.g., pharmacies) would be ineligible for a tobacco retailer permit.

Implementation and Enforcement

If the City adopts a TRP ordinance that matches the County's ordinance, the County's Department of Environmental Health (DEH) has agreed to administer, implement, and enforce the City's ordinance. Staff recommends that this would be the most efficient and cost-effective way to administer and enforce new regulations on tobacco retailers. An agreement would be negotiated and executed by the City Manager with the County prior to the start of the TRP program. The County's ordinance includes the following elements:

- Require a local permit to sell tobacco products;
- Prohibit the sale of flavored tobacco products, including menthol cigarettes;
- Prohibit the sale of all electronic smoking devices (e-cigarettes) and vaping products;
- Require that new tobacco retailers are located a minimum distance from schools (e.g., 1,000 feet);
Require that new tobacco retailers are located a minimum distance from existing tobacco retailers (e.g., 500 feet); and
- Prohibit tobacco sales in pharmacies.
- Require retailers to post a notice saying that the sale of tobacco products to anyone under 21 years of age is illegal and subject to penalties.
- Require retailers to check the identification for any purchaser who appears to be under 30 years of age.
- Prohibit the sale of tobacco products from a vending machine.

- Prohibit retailers from covering more than 15% of windows and clear doors with any type of ads or signs.
- Prohibit mobile tobacco retailing or tobacco retailing at a temporary event.

The fee for a TRP program administered by the County is anticipated to be \$725 per retail location for the initial application and \$425 for each annual renewal. The fee amounts are supported by the County's costs per retailer for each application and permit, respectively. There is no financial impact to the City because the fees are collected by the County and they administer the permit program.

If the City chooses to deviate from the County's ordinance and administer its own TRP program, it would need to issue licenses to tobacco retailers (with a fee calculated to cover the City's costs) and create a mechanism for enforcing compliance with tobacco-related laws, which would include compliance checks of retailers by code enforcement staff and youth decoy operations in partnership with the County's Sheriff Department. Generally, TRP programs enforce a series of graduated penalties (increased fees and eventually suspension of license) on retailers who violate tobacco laws, such as selling tobacco to individuals under 21 years of age.

Public Engagement

An online community survey was open from July 15 to August 31, 2020 to gather feedback from the community about tobacco-related policies. The survey asked about policies to regulate tobacco retailers. The survey was advertised through the City website, social media, and postcard notices, which were mailed directly to all multi-unit properties in the City and distributed at the Senior Center and summer camps hosted by the Recreation and Community Services Department.

The survey received 125 responses. 69% of respondents said they think flavored tobacco products are more appealing to youth than unflavored tobacco products. Nearly 40% of respondents reported that they think it is easy for youth under the age of 21 to buy flavored tobacco products in Milpitas. Below are the responses to additional questions related to tobacco retailer policies.

Question	Support	Oppose	Not Sure
Would you support or oppose a law prohibiting the sale of flavored tobacco products in Milpitas?	83.87%	12.9%	3.23%
Would you support or oppose a law to prevent stores near schools from selling tobacco products, such as no new tobacco retailers within 1,000 feet of schools?	91.13%	8.06%	0.81%
Would you support or oppose a law that limits where stores that sell tobacco can be located within a community, such as no new tobacco retailers within 500 feet from existing tobacco retailers?	82.93%	8.13%	8.94%
Would you support or oppose a law that bans pharmacies from selling tobacco products?	79.17%	10.83%	10%
Would you support or oppose a law requiring store owners to purchase a local license to sell tobacco? The license fees would cover the cost of checking whether stores follow tobacco laws.	85.71%	9.24%	5.04%

As seen in the table above, the vast majority of respondents were in favor of the proposed policies. For full survey responses please see Attachment 3.

Another survey is currently being administered by the Recreation and Community Services Department to gather additional feedback from the community regarding flavored tobacco and tobacco retail location limits. The survey was launched on August 12, 2021 and remained open until the end of September. The survey was advertised through the City website and social media. City staff will also conduct targeted outreach to businesses through mailers and virtual forums to receive feedback on tobacco retail policy options.

Next Steps

Based on the direction from the Council and the results from the additional community outreach, staff will prepare a TRP ordinance and implementation plan for consideration and adoption by the Council in Winter 2021.

Policy Alternatives:

Alternative: Do not authorize staff to develop policies to regulate tobacco retail permitting, flavored tobacco and electronic cigarette products, and tobacco retail location limits for the City Council's future consideration.

Pros: None.

Cons: The City would not have a mechanism for regulating tobacco retailers. A TRP program would allow the City to establish a structure to monitor and enforce tobacco laws, encourage responsible tobacco retailing, and to discourage violation of laws related to tobacco products.

Reason not recommended: Policies to regulate tobacco retailers would reduce youth access to tobacco products and demonstrate the City's commitment to protecting the health of its residents.

Fiscal Impact:

The City has been awarded \$37,560 to cover the costs of developing the proposed regulations and conducting the associated outreach. Although the service agreement with Santa Clara County expired on September 30, 2021, the County is providing a consultant who will continue to work with City staff to prepare documents, research, and materials at no cost to the City. Additional staff time is required to develop and enforce the TRP ordinance and program. However, no additional funding is requested at this time.

Environmental Review:

In providing direction to staff, the City Council will not be taking any discretionary action requiring environmental review under the California Environmental Quality Act (CEQA) as the initial direction to staff on policy alternatives would not constitute a project under CEQA. Further, once policy direction is provided, City staff will work to analyze any environmental impacts from that policy direction and present that information to the City Council prior to taking any action to formally establish City policy.

Recommendation:

1. Receive a presentation from staff; and
2. Provide feedback and direction on policy options to regulate tobacco retail permitting, flavored tobacco and electronic cigarette products, and tobacco retail location limits for future consideration and adoption by the City Council.

Attachments:

1. Service Agreement with Santa Clara County
2. Tobacco-Free Communities Policies in Santa Clara County
3. Tobacco Survey Results



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	City of Milpitas		
Purchase Order Number:			
Agency/Department Name:	Public Health Department	Department Number:	0410
Brief Description of Services	Contractor will implement strategies to prevent youth use of flavored tobacco and vaping products in the City of Milpitas.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$37,560
--	----------

Term of Agreement

Start Date: upon execution	End Date: 9/30/2021
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	0410	5255500	2919	\$30,000	FY21	
Line 2	H	0410	5255500	2919	\$7,560	FY22	
Line 3	Select						
Line 4	Select						
Line 5	Select						



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	City of Milpitas				
Contact Person:	Renee Lorentzen				
Street Address*:	457 E. Calaveras Blvd.				
City*:	Milpitas	State:	CA	Zip:	95035
Telephone Number*:	408-586-3409				
Email Address*:	rlorentzen@ci.milpitas.ca.gov				
SCC Vendor Number: (As Assigned in SAP)					

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Public Health Department				
Program Manager/Contract Monitor Name:	Nicole Coxe				
Street Address:	1775 Story Road				
City:	San Jose	State:	CA	Zip:	95122
Telephone Number:	408-817-6844				
Fiscal Contact: (Accounts Payable Contact)	Mindy Mai				
Contract Preparer:	Yulissa Chan				



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:		Date:	
County Agency/Department Fiscal Officer:		Date:	
County Counsel Approval as to Form and Legality		Date:	
(Signature required on <u>all</u> contracts before execution by Contractor and County Authorized Representative)			
Contractor:		Date:	
County Authorized Representative:		Date:	
(Procurement Department; President, Board of Supervisors; or Delegated Authority)			
Office of the County Executive:		Date:	
(Signature required when Board approved contract by a delegation of authority)			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

Christopher Diaz Date
City of Milpitas, City Attorney

Renee Lorentzen Date
City of Milpitas,
Director of Recreation and Community Services

Walter Rossmann Date
City of Milpitas, Finance Director/
Deputy City Manager



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**

No

Training: Will the County instruct the contractor on how to do the job or pay for external training?

No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?

No

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?

No

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.

No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?

No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.)

Enter below the business license number and the city/entity where issued.

No

Bus. License #:

Issued by:

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.

No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.

No

If at least 5 of the above questions were answered "**NO**", Contractor is an **Independent Contractor**.



If 5 or more of the above questions were answered "**YES**", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required, and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.



Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

**Dept. Fiscal Officer's
Signature:**



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or	☒	See Attachment:	A	incorporated by this reference.
----	-------------------------------------	-----------------	---	---------------------------------

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Or	☒	See Attachment:	A	Incorporated by this reference.
----	-------------------------------------	-----------------	---	---------------------------------



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Or



See Attachment:

A

Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes

☐

No

☐

Or



See Attachment:

C

Incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

S. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

☐	2.25% 10 Net 45 (provides 35 days of cash acceleration)
☐	2.00% 15 Net 45 (provides 30 days of cash acceleration)
☐	1.75% 20 Net 45 (provides 25 days of cash acceleration)
☐	1.33% 25 Net 45 (provides 20 days of cash acceleration)
☐	1.00% 30 Net 45 (provides 15 days of cash acceleration)
☒	Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

☒	The following standard insurance and indemnification language is attached and incorporated into this agreement:
	Insurance Exhibit Name: EXHIBIT B-2B: INSURANCE REQUIREMENTS FOR STANDARD SERVI
☐	Modification or Waiver Attached (if appropriate)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

Yes

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

No

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

No

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Non-owned Auto Insurance

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

No

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

☐**A. Federal Required Language Attached**

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

☐**B. State Required Language Attached**

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

☒

Exhibit Name (s)

Exhibit A: Modified Standard Provisions

The Exhibits named above are attached and incorporated by this reference.

EXHIBIT A: MODIFIED STANDARD PROVISIONS

The following provisions shall replace the corresponding standard provisions of Section VI: Standard Provisions of the Agreement between County of Santa Clara and City of Milpitas on the prevention of youth use of flavored tobacco and vaping products in the City of Milpitas. All other standard provisions shall remain the same.

N. CALIFORNIA PUBLIC RECORDS ACT

The County and Contractor are public agencies subject to the disclosure requirements of the California Public Records Act (“CPRA”). If County or Contractor’s proprietary information is contained in documents or information submitted to County or Contractor, and County or Contractor claims that such information falls within one or more CPRA exemptions, County or Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County or Contractor will make best efforts to provide notice to the other party prior to such disclosure. If County or Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the other party is required to respond to the CPRA request. If County or Contractor fails to obtain such remedy within the time the other party is required to respond to the CPRA request, County or Contractor may disclose the requested information.

Subsections Q, R, and S of Section VI of the Agreement are hereby stricken from the Agreement.

Attachment A: Scope of Work
Healthy Cities Program – Tobacco-Free Communities
City of Milpitas

A. Introduction

This scope of work centers on the following:

1. Youth, parent, and community education to prevent youth use of flavored tobacco and vaping products in the City of Milpitas.

B. Phases and Task Description

Objectives:

1. Reduce the number of tobacco retailers in the community, grandfathering current retailers.
2. Educate youth on dangers of flavored tobacco products, including menthol cigarettes.
3. Educate youth on methods used to advertise the sale of e-cigarette and vaping devices.
4. Educate parents and “trusted adults” to recognize signs of youth tobacco use and effectively communicate with youth about the dangers.

Objective #1	<u>Overall Goal:</u> Educate youth, parents and the community to prevent youth use of flavored tobacco and vaping products in the City of Milpitas, and reduce tobacco retailers in Milpitas.			
	<u>Objective:</u> Reduce the number of tobacco retailers in the community, grandfathering current retailers.			
Task #1	Task Description	Timeline	Responsible Staff	Key Deliverables
	<i>Gather data and recommend to City Council strategies for reducing Tobacco Retailers</i>			
1.1	Identify tobacco retailers in operation at time of grant award to establish baseline number.	Upon contract execution	Policy Consultant	1.1.1 - Baseline list/map of tobacco retailers in Milpitas at time of grant award.
1.2	Research strategies used elsewhere to reduce overall number of tobacco retailers in a community – including restrictions on proximity to schools and youth gathering places	Upon contract execution	Policy Consultant	1.1.2 – Info memo on strategies used elsewhere to reduce tobacco retailers
1.3	Develop a plan for community outreach to targeted stakeholder groups, including current tobacco retailers in Milpitas, adult smokers in Milpitas, and general business community	January 2021	Policy Consultant and City Staff	1.1.3 – Info memo on plan for community outreach on strategies to reduce the number of tobacco retailers
1.4	Conduct community outreach with targeted stakeholder groups	February 2021	Policy Consultant and City Staff	1.1.4 – Attendance list and comments
1.5	Present recommendations on Strategies for Reducing Tobacco Retailers to City Council	March 2021	Policy Consultant and City Staff	1.1.5 – City Council Agenda Report on Strategies for Reducing Tobacco Retailers
Task #2	Task Description	Timeline	Responsible Staff	Key Deliverables

	<i>Draft policy and, as needed, municipal code items</i>			
2.1	Pending City Council direction, draft policy and/or municipal code ordinance to reduce tobacco retailers in Milpitas	April 2021	Policy Consultant, City Attorney	1.2.1 – City Council Agenda Report
2.2.	Pending City Council direction, draft staff report for second reading on any ordinances.	June 2021	City Staff	1.2.2 – City Council Agenda Report
Task #3	Task Description <i>Implement any policies to reduce tobacco retailers</i>	Timeline	Responsible Staff	Key Deliverables
3.1	Pending City Council direction, draft implementation plan, which includes publicity/outreach efforts to general public, existing tobacco retailers, commercial property owners	July 2021	City Staff	1.3.1. Draft implementation plan.
3.2	Develop and distribute messaging to stakeholders in advance of the policy/ordinance taking effect	July 2021	City Staff	1.3.2.a - Press release 1.3.2.b – Notification to existing tobacco retailers 1.3.2.c – Notification commercial property owners
3.3	Develop and distribute messaging to the public	August 2021	City Staff	1.3.3 a – Website banner and updated information 1.3.3.b – Social Media messaging
Task #4	Task Description	Timeline	Responsible Staff	Key Deliverables
4.1	Comparison to baseline data gathered on tobacco retailers.	August 2021	City Staff	1.4.1 – List and map of tobacco retailers

Objective #2	<u>Overall Goal:</u> Educate youth, parents and the community to prevent youth use of flavored tobacco and vaping produces in the City of Milpitas, and reduce the number of tobacco retailers in Milpitas. <u>Objective:</u> Educate youth on dangers of flavored tobacco products and vaping devices.			
Task #1	Task Description <i>Prepare to educate youth to recognize dangers of flavored tobacco and vaping products</i>	Timeline	Responsible Staff	Key Deliverables
1.1	Research current risks (short- and long-term health consequences, education, socio economic consequences of tobacco use and vaping.)	November 2020	Youth & Teen Coordinator	2.1.1 – Info memo on dangers of tobacco and vaping products.
1.2	Develop teen-targeted electronic and print messages and test with focus group.	January 2021	Marketing Coordinator	2.1.2 – Portfolio of messaging and images.
1.3	Develop messaging schedule, which to the extent possible aligns with tobacco reported messaging in 2.1	January 2021	Marketing Coordinator	2.1.3 – Messaging schedule
Task #2	Task Description <i>Implement print and online campaign to youth regarding tobacco dangers</i>	Timeline	Responsible Staff	Key Deliverables
2.1	Publish social media posts, print materials.	May 2021	Marketing Coordinator	2.2.1 – Confirmation of posts
Task #3	Task Description <i>Implement training activities for youth regarding dangers of flavored tobacco and vaping products.</i>	Timeline	Responsible Staff	Key Deliverables

3.1	Develop at least three training activities for youth on dangers of tobacco (Science experiment, math or statistics project, discussion)	February 2021	Youth and Teen Coordinator	2.1.1.a – Health science 2.1.1.b – Math or statistics project 2.1.1.c – Discussion Activity
3.2	Conduct all training activities with Youth Advisory Commission and solicit feedback. Modify training activities as needed for middle and elementary.	February 2021	Youth and Teen Coordinator	2.3.2 – Evaluations
3.3	Conduct all training activities with one After the Bell group and one LYFE group and solicit feedback. Modify training activities as needed.	April 2021	Youth and Teen Coordinator	2.3.3 - Evaluations
3.4	Conduct training activities with all remaining ATB and LYFE groups.	May 2021	Youth and Teen Coordinator	2.3.4 – Attendance Count
3.5	Conduct open to the public training activities at Teen Center	May 2021	Youth and Teen Coordinator	2.3.5 – Attendance Count

Objective #3	<u>Overall Goal:</u> Educate youth, parents and the community to prevent youth use of flavored tobacco and vaping produces in the City of Milpitas, and reduce the number of tobacco retailers in Milpitas. <u>Objective:</u> Educate youth on methods used to advertise flavored tobacco products and e-cigarette and vaping devices.			
Task #1	Task Description	Timeline	Responsible Staff	Key Deliverables
	<i>Prepare to educate youth to recognize how they are being targeted by tobacco and vaping product producers</i>			
1.1	Gather general information on how tobacco and vaping product producers target teens. Survey Milpitas teens on the prevalence of targeting they have seen here.	February 2021	Youth & Teen Coordinator	3.1.1 – Info memo on how teens in Milpitas are being targeted by tobacco and vaping producers.
1.2	Develop teen-targeted electronic and print messages and test with focus group.	March 2021	Marketing Coordinator	3.1.2 – Portfolio of messaging and images.
1.3	Develop messaging schedule, which to the extent possible aligns with tobacco reported messaging in 1.1	April 2021	Marketing Coordinator	3.1.3 – Messaging schedule
Task #2	Task Description	Timeline	Responsible Staff	Key Deliverables
	<i>Implement print and online campaign to youth regarding tobacco advertising</i>			
2.1	Publish social media posts, print materials.	May 2021	Marketing Coordinator	3.2.1 – Confirmation of posts
Task #3	Task Description	Timeline	Responsible Staff	Key Deliverables
	<i>Implement training activities for youth regarding recognizing tobacco advertising tactics</i>			

3.1	Develop at least three training activities for youth on tobacco advertising tactics (craft, role playing game, discussion)	April 2021	Youth and Teen Coordinator	3.1.1.a – Craft 3.1.1.b – Role Playing Game 3.1.1.c – Discussion Activity
3.2	Conduct all training activities with Youth Advisory Commission and solicit feedback. Modify training activities as needed for middle and elementary.	April 2021	Youth and Teen Coordinator	3.3.2 – Evaluations
3.3	Conduct all training activities with one After the Bell group and one LYFE group and solicit feedback. Modify training activities as needed.	April 2021	Youth and Teen Coordinator	3.3.3 - Evaluations
3.4	Conduct training activities with all remaining ATB and LYFE groups.	May 2021	Youth and Teen Coordinator	3.3.4 – Attendance Count
3.5	Conduct open to the public training activities at Teen Center	May 2021	Youth and Teen Coordinator	3.3.5 – Attendance Count

Objective #4	Overall Goal: Educate youth, parents and the community to prevent youth use of flavored tobacco and vaping produces in the City of Milpitas, and reduce the number of tobacco retailers in Milpitas. Objective: Educate parents and “trusted adults” to recognize signs of youth tobacco use and effectively communicate with youth about the dangers.			
Task #1	Task Description	Timeline	Responsible Staff	Key Deliverables
	<i>Prepare to educate parents, “trusted adults” and community on youth tobacco use.</i>			
1.1	Research signs of tobacco use and effective communication with youth regarding tobacco use. Conduct survey on teen tobacco use.	August 2021	Youth & Teen Coordinator	4.1.1. - Info memo on teen tobacco use in Milpitas and best practices for effective communication with youth and teens.
1.2	Develop short, adult-targeted messaging for social media posts, web banners, electronic sign.	August 2021	Marketing Coordinator	4.1.2. - Portfolio of electronic media messaging/images
1.3	Develop more detailed messaging and adult-targeted web page and info graphics.	August 2021	Marketing Coordinator	4.1.3.a - Webpage. 4.1.3.b - Two-sided infographic flyer.
1.4	Develop messaging schedule.	August 2021	Marketing Coordinator	4.1.4 – Messaging schedule
Task #2	Task Description	Timeline	Responsible Staff	Key Deliverables
	<i>Implement print and online campaign to educate parents, “trusted adults” and community on youth tobacco use.</i>			
2.1	Publish social media posts, web banners, electronic sign.	August 2021	Marketing Coordinator	4.1.1 – Confirmation of posts.

2.2	Publish webpage and PDF infographic.	August 2021	Marketing Coordinator	4.2.2 - Distribution plan.
2.3	Share PDF info graphics with Milpitas Unified School District and Milpitas youth organizations.	August 2021	Marketing Coordinator	4.2.3. - Email to MUSD principals and partner organizations.
Task #3	Task Description <i>Implement training events for parents, “trusted adults” and community on youth tobacco use.</i>	Timeline	Responsible Staff	Key Deliverables
3.1	Develop training presentation for adults that can be delivered either remotely or in-person.	March 2021	Supervisor	4.3.1 Draft PowerPoint.
3.2	Conduct training for City staff who work with youth, including afterschool Rec Leaders and/or summer Rec Leaders and solicit feedback from staff. Modify adult training presentation as needed.	June 2021	Youth & Teen Coordinator	4.3.2 Evaluations.
3.3	Conduct training for parents of youth in our programs and solicit feedback from parents. Modify adult training presentation as needed.	July 2021	Youth & Teen Coordinator	4.3.3 Evaluations.
3.4	Offer free training for general community, including contract instructors, sports group leaders, etc., and solicit feedback. Modify adult training as necessary.	August 2021	Youth & Teen Coordinator	4.3.4 Evaluations, and final PowerPoint, to be made available for free for community groups.

C. Position Description Reference

Recreation Supervisor – Will oversee project and project staff, be contact for policy consultant, oversee community meetings related to the project, communicate and work with the City Attorney’s Office, Directly oversees Recreation Youth and Teen Program Coordinator.

Youth and Teen Program Coordinator – Will assist with outreach to community youth and the Youth Advisory Commission (YAC) who is interested in preventing under age use of tobacco products, assist Supervisor in project goals and objectives, community meeting, work with the City Attorney’s office on Ordinance Development, assist YAC with any City Council presentation.

Marketing Coordinator – Will create marketing materials and work with team to distribute deliverables to the community.

Marketing Intern – Will assist with creating marketing deliverables.

City Attorney Office Executive Assistant – Will assist with the creating of Ordinance documents, coordinator City Attorney review, and assist with required City Council meeting(s) documents.

D. Performance Standards

Performance is expected to adhere to the following standards in addition to evaluations completed by the Evaluation contractor:

1. Quality - Deliverables and final products will be as described in the Scope of Work and will be of high quality.
2. Timeliness - Deliverables and final products will be completed as scheduled.
3. Achievement of Project Goals – Project will achieve its goals as described in the Scope of Work.

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$10,001 AND \$50,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$500,000
 - b. General aggregate - \$500,000
 - c. Products/Completed Operations aggregate - \$500,000
 - d. Personal Injury - \$500,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2B (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

8/2021: Tobacco-Free Communities - Policies Across Santa Clara County Jurisdictions

Jurisdiction	Reducing Exposure to Secondhand Smoke							Reducing Youth Access & Exposure to Tobacco Products					
	Parks & Trails	Outdoor Dining Areas	Entryways	Service Areas	Public Events	Multi-Unit Housing	Common Areas of Multi-Unit Housing	Tobacco Retail Permit	Reduce Density of Tobacco Outlets	Limit Sales Near Schools	Flavored Tobacco Restrictions	Limit Sales in Pharmacies	Restricts Sale of all Tobacco (T) and/or Vaping (V) Products
% of County population covered by policy	92.6%	97.2%	39.3%	93.0%	38.7%	35.7%	91.2%	77.4%	16.3%	19.1%	26.5%	16.3%	18.5%
County of Santa Clara	2010	2010	2010	2010		2010	2010	2010	2010	2010	2010	2010	2019 (V)
Campbell	2011	2011	2011	2011	2011			2012					
Cupertino	2011	2014	2014	2021	2021	2021	2021	2019	2019	2019	2019	2019	2020 (V)
Gilroy	2021							2014		2014			
Los Altos	2011	2018	2018	2018	2018			2020	2020	2020	2020	2020	2020 (V)
Los Altos Hills		n/a*		n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*
Los Gatos	2013	pre-2010	2016	2016	2016	2016	2016	2017	2017	2017	2017	2017	2019 (V)
Milpitas	2012	2017	2021	2021	2021	2021	2021						
Monte Sereno	n/a*	n/a*	n/a*	n/a*	n/a*	2020	2020	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*
Morgan Hill	2012	2012	2012	2012	2012			2014			2019***		2019(V)
Mountain View		2012	2012		2012	2021	2021						
Palo Alto	2013	2014	2014	2014	2014	2016	2016	2017	2017	2017	2017	2017	2020 (V)
San Jose	pre-2010	2012		2012			2012	2011					
Santa Clara	2019	2019	2019	2019	2019	2019	2019						
Saratoga	pre-2010	2016	2016	2016	2016		2016	2015	2016	2016	2018**	2018	2020 (V)
Sunnyvale	2012	2016	2016	2016	2016	2016	2016				2020		

* Not included in denominator of % of county population covered by policy because don't have the specific venues/areas covered by policy (Ex. Monte Sereno & Los Altos Hills do not have any tobacco retailers)

** Includes exemption for menthol-cigarettes

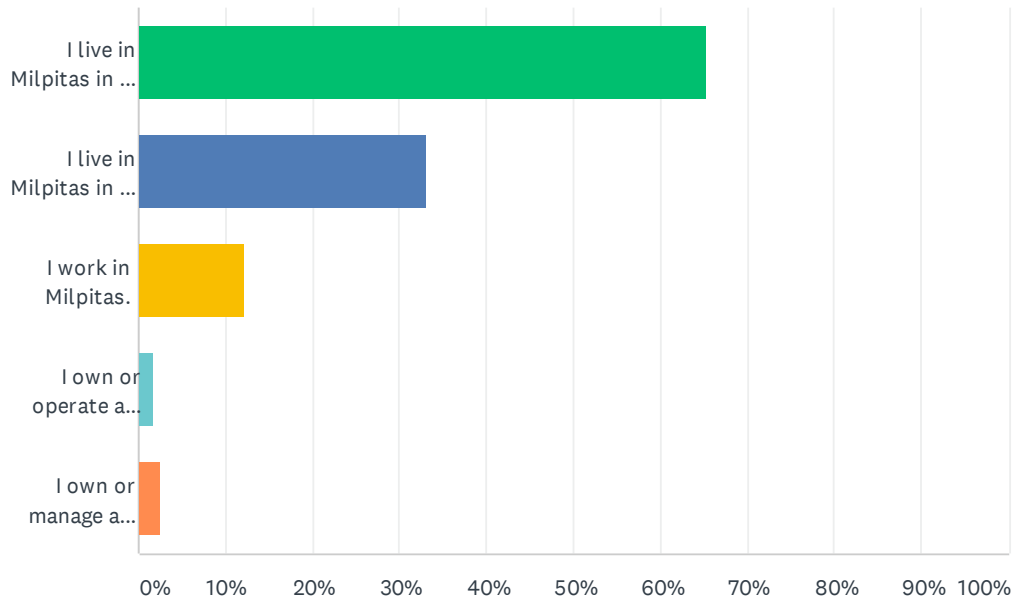
*** Includes exemption for loose-leaf tobacco products

Rev. 8/20/2021

Pink shaded boxes indicate where cities applied for PHD funding to work on policy indicator(s) & work is in process.

Q1 Tell us about yourself. (Check all that apply.)

Answered: 124 Skipped: 0



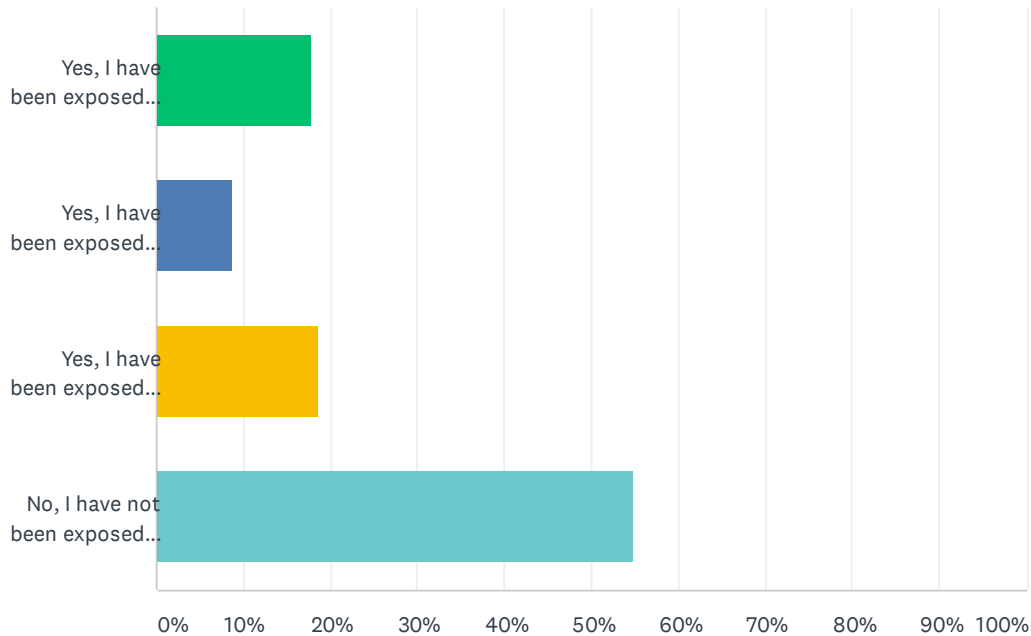
ANSWER CHOICES	RESPONSES	
I live in Milpitas in a single-family house.	65.32%	81
I live in Milpitas in an apartment, duplex, condominium or townhouse.	33.06%	41
I work in Milpitas.	12.10%	15
I own or operate a business in Milpitas.	1.61%	2
I own or manage a building with two or more residential units in Milpitas.	2.42%	3
Total Respondents: 124		

Q2 What is your zip code?

Answered: 124 Skipped: 0

Q3 In the past 30 days, have you been exposed to secondhand smoke at your home? (Secondhand smoke is smoke that comes from someone else using a tobacco or marijuana product.)

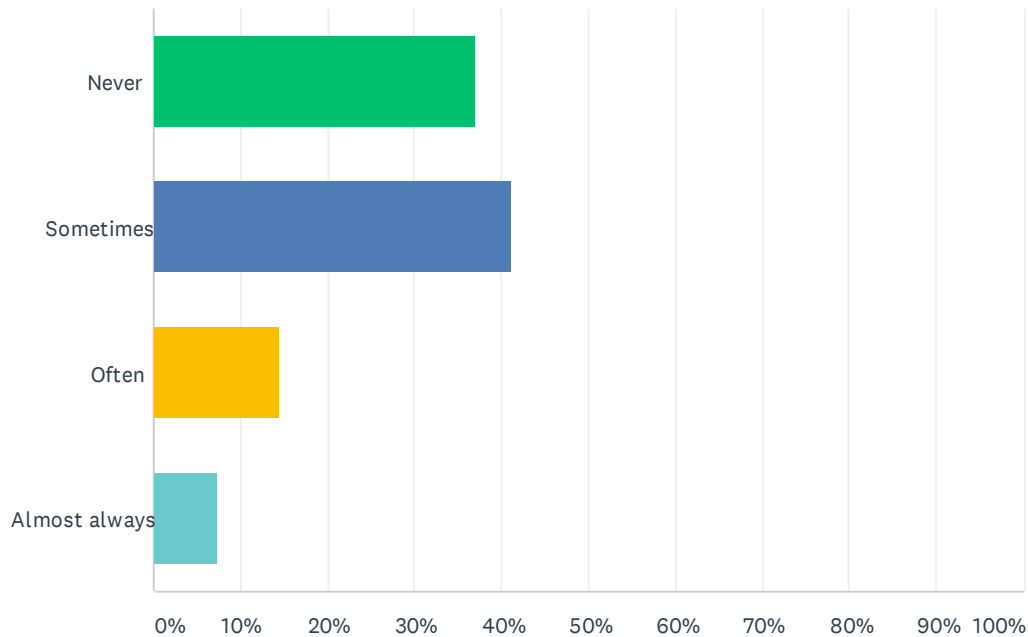
Answered: 124 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, I have been exposed to tobacco smoke.	17.74%	22
Yes, I have been exposed to marijuana smoke.	8.87%	11
Yes, I have been exposed to both tobacco and marijuana smoke.	18.55%	23
No, I have not been exposed to secondhand smoke.	54.84%	68
TOTAL		124

Q4 In the past 30 days, how often have you noticed secondhand smoke (either tobacco or marijuana smoke) drifting into your home?

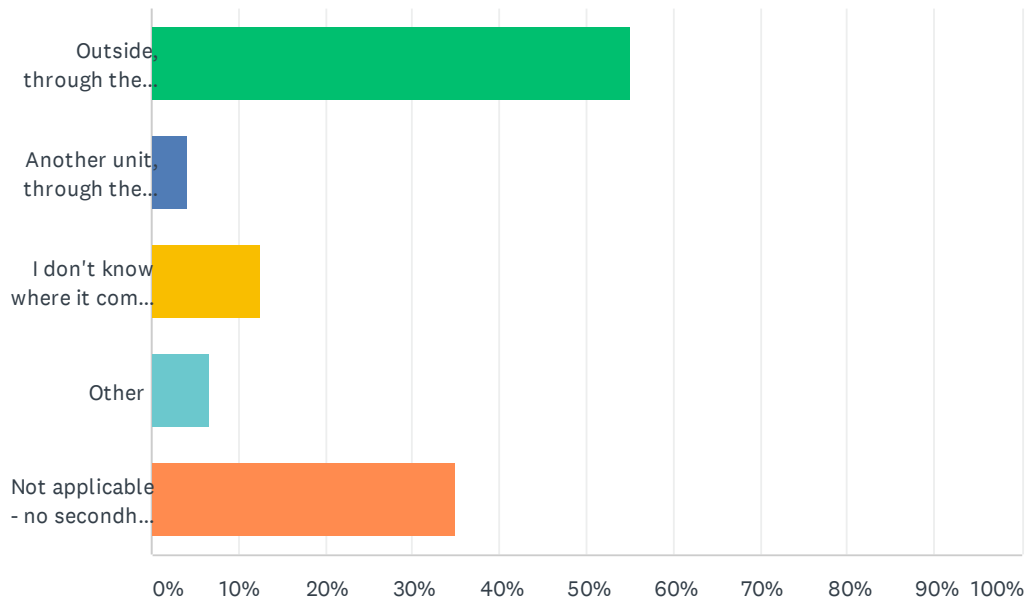
Answered: 124 Skipped: 0



ANSWER CHOICES	RESPONSES	
Never	37.10%	46
Sometimes	41.13%	51
Often	14.52%	18
Almost always	7.26%	9
TOTAL		124

Q5 Where do you think that secondhand smoke drifted into your unit from? (Check all that apply.)

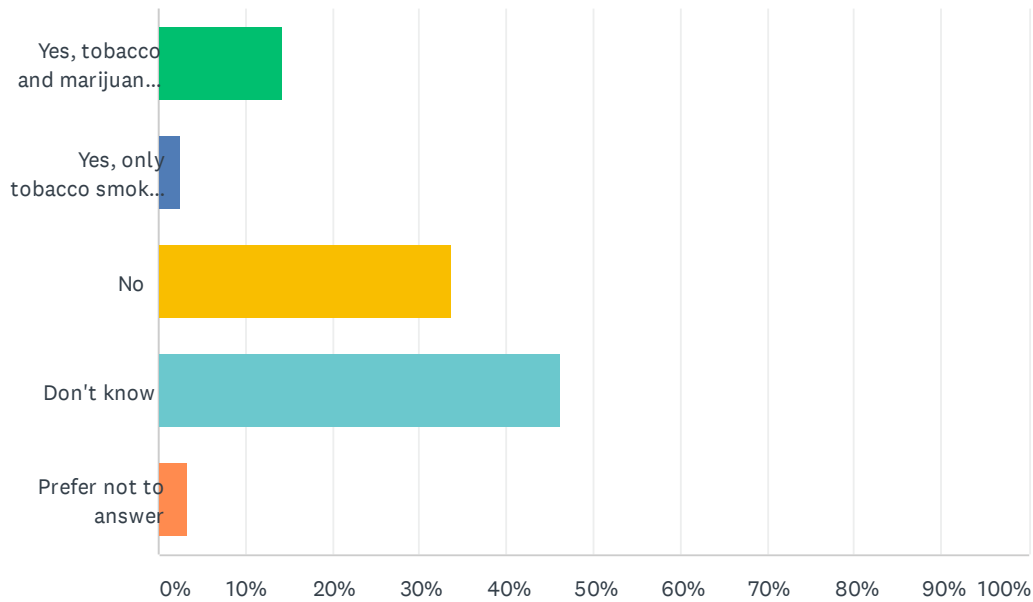
Answered: 120 Skipped: 4



ANSWER CHOICES	RESPONSES	
Outside, through the windows, door, vents, etc.	55.00%	66
Another unit, through the wall, ceiling floor or ventilation system	4.17%	5
I don't know where it comes from.	12.50%	15
Other	6.67%	8
Not applicable - no secondhand smoke in my residence	35.00%	42
Total Respondents: 120		

Q6 Does your housing complex have a policy to prohibit smoking inside your apartment, condominium, or townhouse?

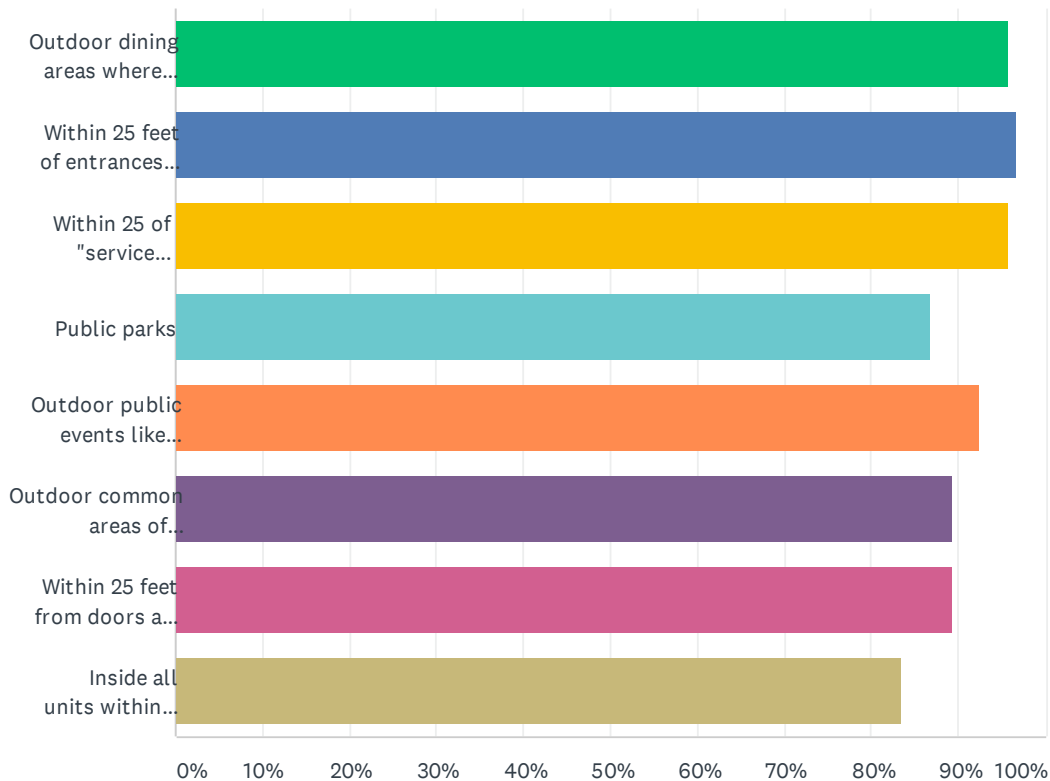
Answered: 119 Skipped: 5



ANSWER CHOICES	RESPONSES	
Yes, tobacco and marijuana smoking are prohibited	14.29%	17
Yes, only tobacco smoking is prohibited	2.52%	3
No	33.61%	40
Don't know	46.22%	55
Prefer not to answer	3.36%	4
TOTAL		119

Q7 Do you think smoking should be prohibited in the following locations? (Check all that apply.)

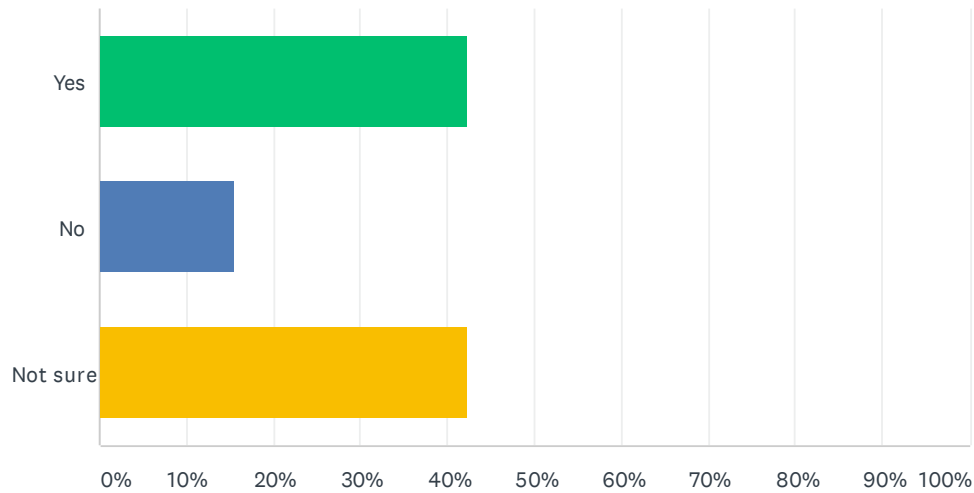
Answered: 121 Skipped: 3



ANSWER CHOICES	RESPONSES	
Outdoor dining areas where food and beverages are served, such as restaurant and bar patios	95.87%	116
Within 25 feet of entrances, exits, and windows to buildings where smoking is prohibited. This would apply to businesses, offices, grocery stores, restaurants, bars, places of worship, etc.	96.69%	117
Within 25 of "service areas", such as transit stops or ATMs	95.87%	116
Public parks	86.78%	105
Outdoor public events like farmers' markets and concerts	92.56%	112
Outdoor common areas of multi-family housing, such as walkways, courtyards, pool areas, etc. Multi-family housing means housing with two or more attached residences and includes apartments, duplexes, condominiums, and townhouses	89.26%	108
Within 25 feet from doors and windows of multi-family housing	89.26%	108
Inside all units within multi-family housing, including private balconies and patios	83.47%	101
Total Respondents: 121		

Q8 Are there any other areas in the City where you think smoking should be prohibited?

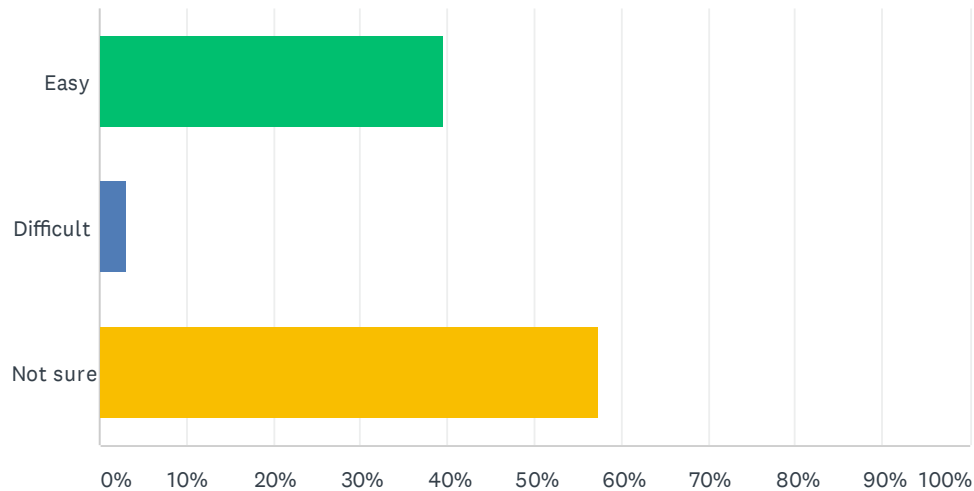
Answered: 123 Skipped: 1



ANSWER CHOICES		RESPONSES	
Yes		42.28%	52
No		15.45%	19
Not sure		42.28%	52
TOTAL			123

Q9 Do you think it is easy or difficult for youth under the age of 21 to buy flavored tobacco products in Milpitas? Flavored tobacco products include menthol cigarettes, little cigars, and electronic cigarettes in flavors such as fruit, candy, and liquor.

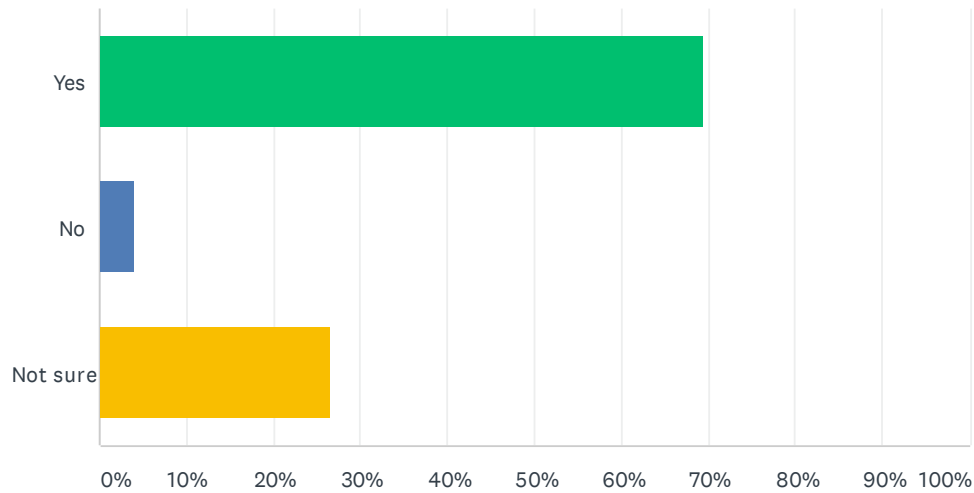
Answered: 124 Skipped: 0



ANSWER CHOICES	RESPONSES	
Easy	39.52%	49
Difficult	3.23%	4
Not sure	57.26%	71
TOTAL		124

Q10 Do you think flavored tobacco products are more appealing to youth than unflavored tobacco products?

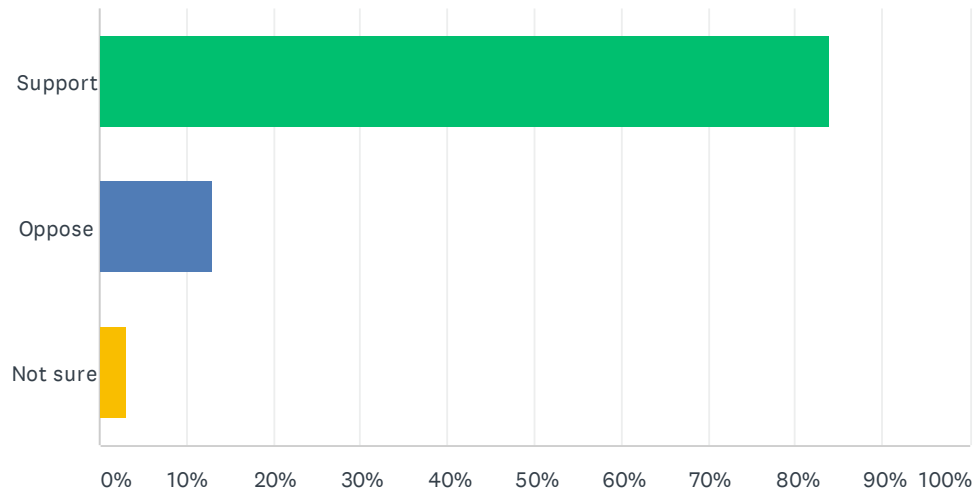
Answered: 124 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		69.35%	86
No		4.03%	5
Not sure		26.61%	33
TOTAL			124

Q11 Would you support or oppose a law prohibiting the sale of flavored tobacco products in Milpitas? Flavored tobacco products include menthol cigarettes, little cigars, and electronic cigarettes in flavors such as fruit, candy, and liquor.

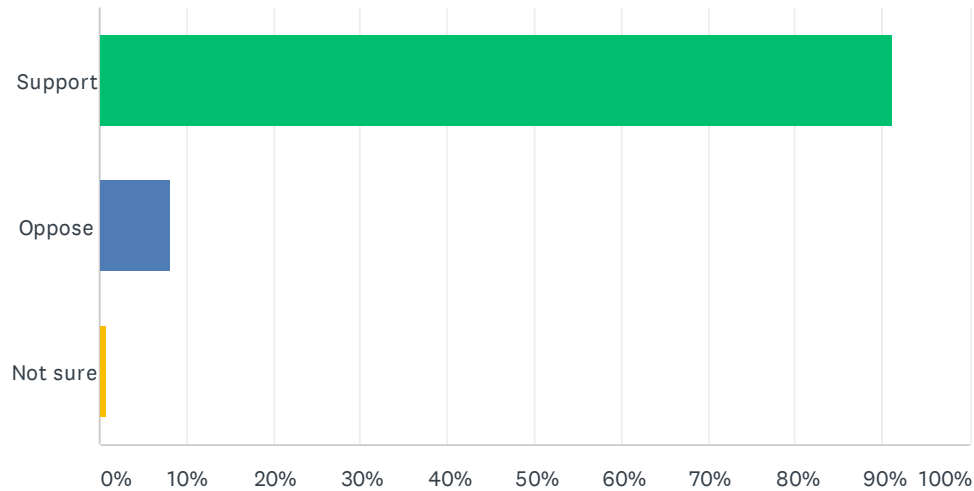
Answered: 124 Skipped: 0



ANSWER CHOICES	RESPONSES	
Support	83.87%	104
Oppose	12.90%	16
Not sure	3.23%	4
TOTAL		124

Q12 Would you support or oppose a law to prevent stores near schools from selling tobacco products, such as no new tobacco retailers within 1,000 feet of schools?

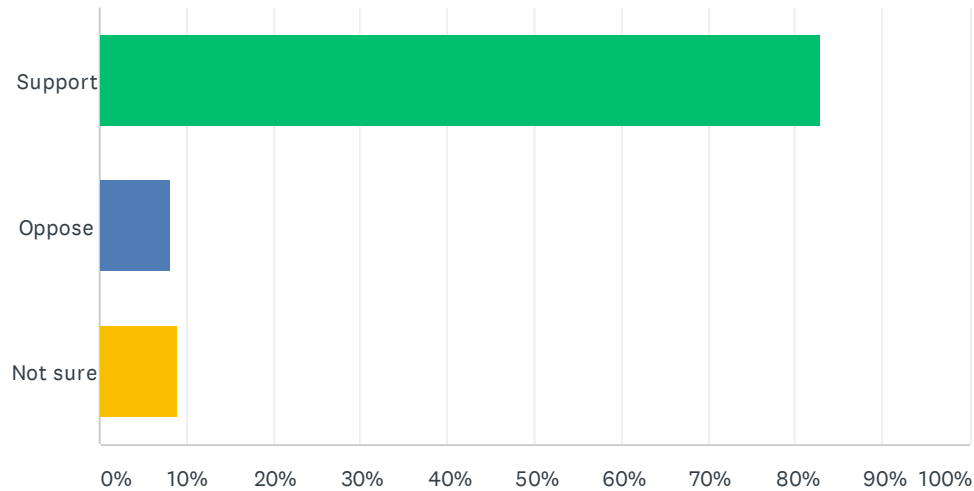
Answered: 124 Skipped: 0



ANSWER CHOICES	RESPONSES	
Support	91.13%	113
Oppose	8.06%	10
Not sure	0.81%	1
TOTAL		124

Q13 Would you support or oppose a law that limits where stores that sell tobacco can be located within a community, such as no new tobacco retailers within 500 feet from existing tobacco retailers?

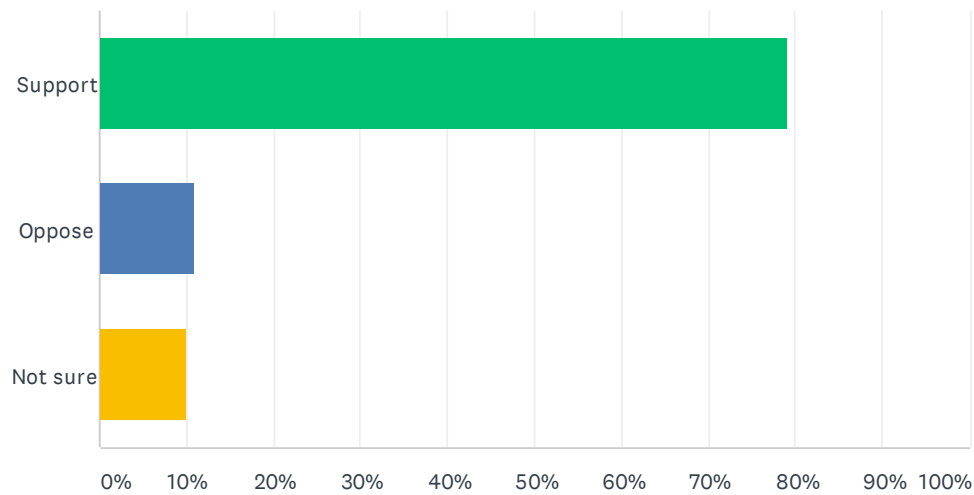
Answered: 123 Skipped: 1



ANSWER CHOICES		RESPONSES	
Support		82.93%	102
Oppose		8.13%	10
Not sure		8.94%	11
TOTAL			123

Q14 Would you support or oppose a law that bans pharmacies from selling tobacco products?

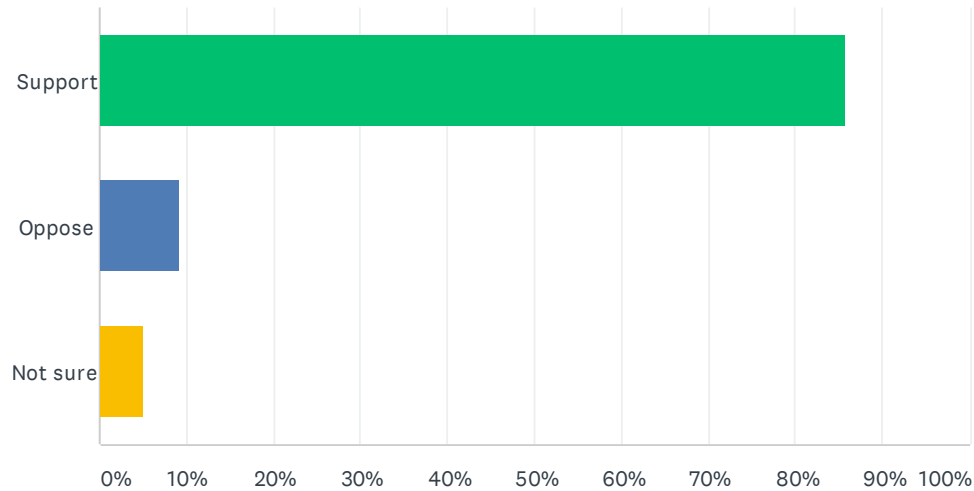
Answered: 120 Skipped: 4



ANSWER CHOICES	RESPONSES	
Support	79.17%	95
Oppose	10.83%	13
Not sure	10.00%	12
TOTAL		120

Q15 Would you support or oppose a law requiring store owners to purchase a local license to sell tobacco? The license fees would cover the cost of checking whether stores follow tobacco laws.

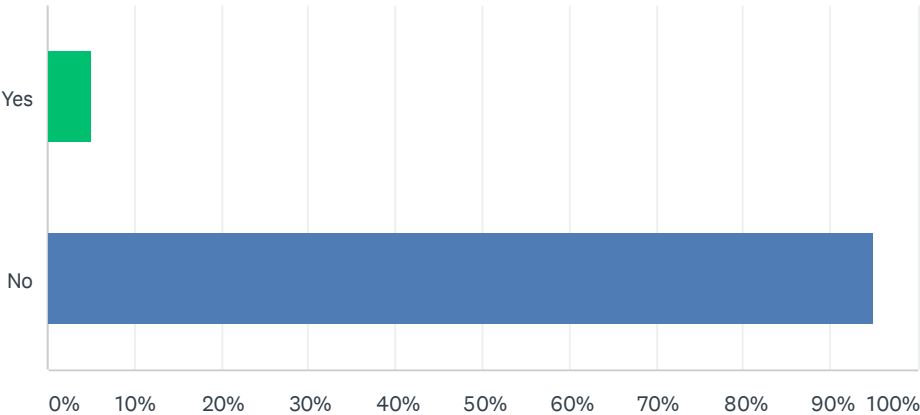
Answered: 119 Skipped: 5



ANSWER CHOICES		RESPONSES	
Support		85.71%	102
Oppose		9.24%	11
Not sure		5.04%	6
TOTAL			119

Q16 Do you smoke cigarettes, e-cigarettes, cigars, or other tobacco or cannabis products?

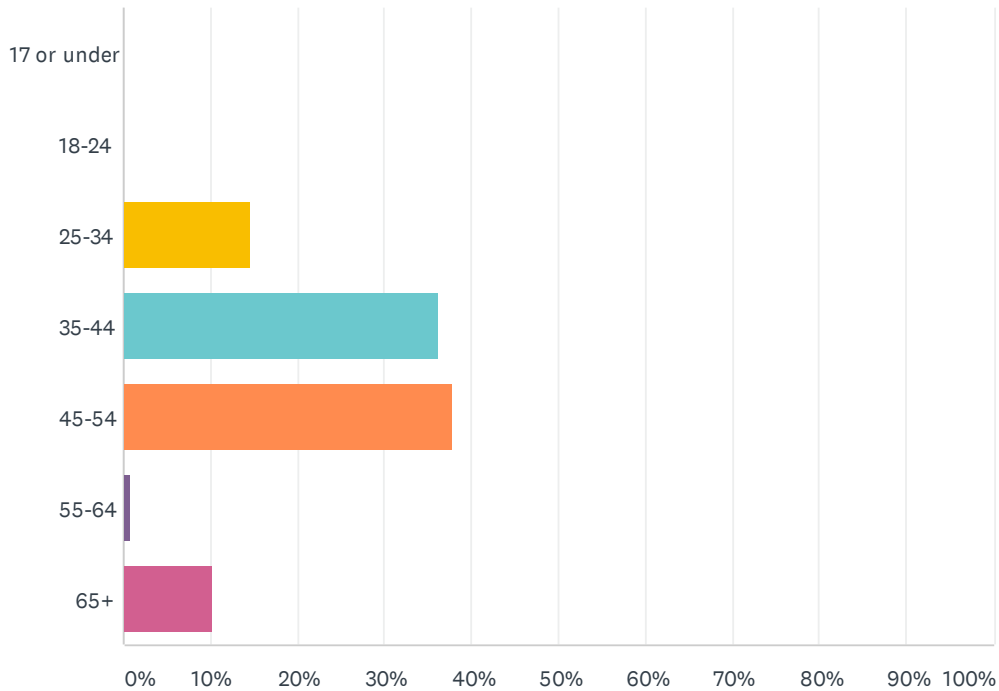
Answered: 120 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	5.00%	6
No	95.00%	114
TOTAL		120

Q17 What is your age?

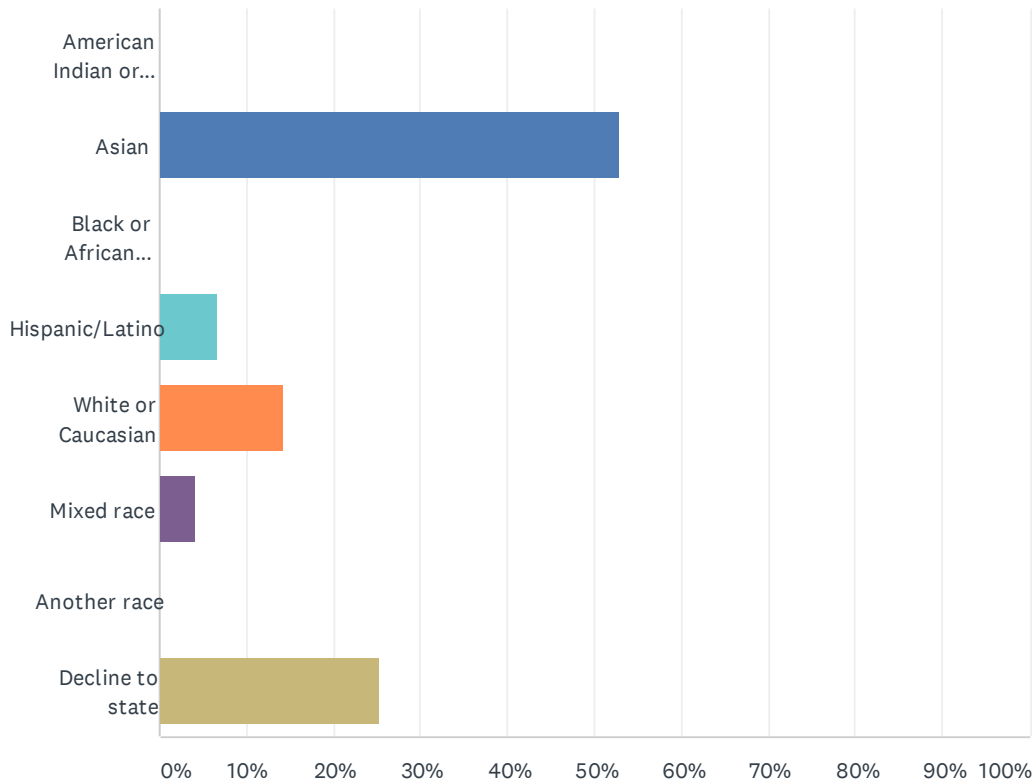
Answered: 116 Skipped: 8



ANSWER CHOICES	RESPONSES	
17 or under	0.00%	0
18-24	0.00%	0
25-34	14.66%	17
35-44	36.21%	42
45-54	37.93%	44
55-64	0.86%	1
65+	10.34%	12
TOTAL		116

Q18 What category best describes your race/ethnicity? (Check all that apply.)

Answered: 119 Skipped: 5



ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	0.00%	0
Asian	52.94%	63
Black or African American	0.00%	0
Hispanic/Latino	6.72%	8
White or Caucasian	14.29%	17
Mixed race	4.20%	5
Another race	0.00%	0
Decline to state	25.21%	30
Total Respondents: 119		

Q19 Do you have any additional comments?

Answered: 30 Skipped: 94

Q19 Do you have any additional comments?

Answered: 30 Skipped: 94

#	RESPONSES	DATE
1	Ban smoking in parking lots within 25 ft of customers cars.	8/15/2020 1:12 AM
2	In the public park, is it possible to put sign "No Smoking" specially in the parking area near residential area? We smell the tobacco smoke at lunch and dinner time. Thank you	8/1/2020 7:59 AM
3	No	7/30/2020 1:52 PM
4	Teachers, superintendent, school workers, and parents should not smoke of any kind as an example to young generations. They should not support those business for own finance as it tells the young generations that it's ok to smoke.	7/30/2020 10:48 AM
5	Really troubled with neighbor smoking in their balcony in multi unit community. The smoke comes to our kitchen dining area when we eat food. There are many kids playing around while the person smokes	7/29/2020 11:59 AM
6	Support policy to make Milpitas a city free from secondhand smoke of tobacco and cannabis products!	7/29/2020 11:28 AM
7	I smoke CBD products for my ptsd that has no smell or harm on people around me. At least 5 times a day I am hit with the cigarette smoke smell from my neighbor. Sometimes he will be smoking in our walk way and I'll wait for him to move to get out of my car.	7/29/2020 10:32 AM
8	I don't think people should be able to walk any residential area smoking. For example, if my neighbor (nonsmoker) has a party and their friend wants to smoke, that friend goes outside to smoke often times walking around in front of other houses with kids playing outside. They should not be able to do this, if they want to smoke they can sit in their car with the windows up and enjoy it all for themselves.	7/29/2020 10:30 AM
9	This the dumbest survey ever, you can live in a single family home and still answer questions about living multi unit complex.	7/29/2020 9:19 AM
10	we should allow Cannabis sales, and make both Cannabis and tobacco be sold ONLY in those stores [like ABC stores in other regions]	7/29/2020 8:27 AM
11	No weeds smoking that if the odor smelled by others !	7/29/2020 2:38 AM
12	We don't want any kind of smoke products appear in Milpitas. Neither in store nor on street.	7/29/2020 12:03 AM
13	Ban the sales of marijuana and flavored tobacco in Milpitas to keep a healthy Milpitas.	7/28/2020 9:49 PM
14	I oppose any tobacco/marijuana cannabis businesses running in our city. We don't need dirty money to run our Milpitas city. A city with good name will generate good businesses and good home buyers. Bad name attract bad businesses and bad residents. Please stop this endless pushing for cannabis in our Milpitas city. Our job is to protect the city. Don't you agree?	7/28/2020 8:46 PM
15	I support NO Smoking policy in Milpitas	7/28/2020 8:34 PM
16	How to protect the residents in single family house from the second hand smoking from neighbors?	7/28/2020 8:31 PM
17	I request to keep our city clean and free from secondhand smoke (either from tobacco or marijuana products) as Milpitas already badly suffered from the odor of the Landfill !	7/28/2020 7:45 PM
18	question 17 does not have an answer for anyone between the age of 55-64, the age group I am in.	7/28/2020 7:10 PM
19	When I was 3 months pregnant, I kept smelling the smell of marijuana floating outside the window. This smell made me have a headache and couldn't eat anything. But I couldn't find where it came from. There are always so two or three times a week. This makes me very distressed.	7/28/2020 6:40 PM

City of Milpitas Survey on Smoke-free Areas

20	No drug in Milpitas!	7/28/2020 6:19 PM
21	No	7/28/2020 5:52 PM
22	no	7/28/2020 5:50 PM
23	Many neighbors smoke in their back yard.	7/28/2020 5:46 PM
24	Smoking is bad for your health. it increases lung cancer risks...	7/28/2020 5:33 PM
25	Focus on running the city, the City of Milpitas should not be regulating what type of tobacco adults smoke.	7/28/2020 4:29 PM
26	Smoking in Schools is already prohibited although no to little enforcement. Bathrooms are a popular area for students to vape and smoke yet Administration is not handling the issue effectively.	7/28/2020 12:53 PM
27	Ban and enforcement of tobacco use anywhere on a school premises, including parking lots and adjoining 25-ft perimeter.	7/28/2020 12:51 PM
28	Neighboring multi family units near our street of single family homes and neighbors that smoke outside their homes especially at night are concerning, when during summer months we keep our windows open.	7/28/2020 9:56 AM
29	If restrictions go into place, it will be hard to enforce.	7/28/2020 7:04 AM
30	With kids under 18 in neighbours should be ban marijuana smoking in surrounding area.	7/24/2020 10:29 PM



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Design Proposal for Montague Pedestrian Overcrossing Public Art Selection and Appropriation from Public Art Fund to Public Arts Project (CP 3489)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	9/21/2021
Staff Contact:	Renee Lorentzen, Recreation and Community Services Director, 408-586-3409
Recommendation:	Approve Ryan Petersen Design Proposal for the Montague Pedestrian Overcrossing Public Art Selection and approve an appropriation of \$15,000 from the Public Art Fund to Public Arts Project (CP 3489)

Background:

On November 17, 2020, City Council approved the FY 20-21 Arts Commission Work Plan including a project for mural art at the Montague Pedestrian Overcrossing. At its November 23, 2020 meeting, the Arts Commission approved parameters for a Call for Artists for a Montague Pedestrian Overcrossing Mural with a budget of \$15,000. The call was released in December and publicized on the California Arts Council website, Craigslist, shared with artists who have previously expressed interest in doing public art for Milpitas, as well as other Bay Area muralists.

A total of nine design proposals were received, with eight qualifying for presentation to the Arts Commission. The proposals were presented to the Arts Commission at its regular meeting on January 25, 2021. Members of the Arts Commission provided feedback on the designs, narrowed the field to four finalists and requested staff conduct community outreach on the four finalists' proposals and return to the Commission with public input.

Staff released a virtual survey inviting the surrounding residents and general public to review the designs and artists' statements, then provide comments and rank the artwork. The survey was publicized on City social media channels and via the City Manager's newsletter. In addition, staff contacted management at The Edge apartments, adjacent to the public art site, and requested that it share the survey with residents. Ninety-one members of the public cast votes and left comments about the four designs.

The Arts Commission reconvened at a special meeting on February 8 to review public input, as well as unsolicited revisions offered by two of the four artists in response to commissioners' feedback at the January meeting. After a review of the community survey results, the Commission discussed the top three artist proposals: 1) Amandalynn, 2) ORLUArts, and 3) Ryan Petersen.

Staff presented the three designs to City Council at its April 20, 2021 meeting, with a recommendation to select Amandalynn, based on public preference for her design, as the Arts Commission was unable to arrive at a consensus for a recommended design. City Council requested that both the top three artist proposals (Amandalynn, ORLUArts, Ryan Petersen), and a fourth proposal (Adrian Litman) make further revisions, incorporating aspects of Milpitas history, and that staff conduct additional in-person outreach.

Analysis:

Based on Council direction, staff contacted the four artists requesting revisions to include more Milpitas imagery and provided a list of ideas drawn from Milpitas history and local flora and fauna. Artist Amandalynn declined to make further revisions to the artwork and withdrew her design proposal.

The three remaining artists - Adrian Litman, ORLUArts and Ryan Petersen - submitted revisions. The new designs were posted online and publicized via social media and direct email to stakeholders, including all members of the public who provided email addresses when responding to the initial survey.

In addition, staff created large posters showing each design for 13 in-person outreach between end of May and mid-August. Members of the public were invited to "vote" for their favorite using sticker dots, color coded for residents and non-residents at Movie Nights Out (Murphy Park, May 26; Pinewood Park, June 25; Cardoza Park, July 23; Milpitas Onstage Concerts at Starlite Park, June 21; Murphy Park, July 18; and Bob McGuire Park, August 15), Summer Camps (July 9), Milpitas Senior Center (July 12), Milpitas Sports Center (July 13), Milpitas Library (July 30 and July 31), Art site in front of The Edge apartments (August 6), and Milpitas BART station (August 12). In-person respondents were asked to self-identify as Milpitas residents or non-residents before voting using colored dots. Online respondents had the option to self-identified as Edge residents/staff, Milpitas Metro residents/workers, Milpitas residents/worker, visitors and other, including several who indicated they grew up here and consider Milpitas their hometown, but no longer live in Milpitas. However, many online voters did not respond to the question.

Staff collected a total of 564 "votes" from the public - 444 in person and 120 online. The table below summarizes the results with the design concept by Ryan Peterson favored by respondents followed by ORLUArts.

	Adrian Litman	ORLUArts	Ryan Petersen
Online Voting	18	58	44
In-Person Voting	67	168	209
Total	85	226	253
Total Percentage	15%	40%	45%
Resident Percentage*	13%	38%	49%

Online respondents had the option to write in comments. Comment cards were not collected during in-person voting, but staff noted anecdotal comments, with pertinent comments captured below.

Together We Are More – Ryan Petersen

Ryan Petersen's revised design, *Together We Are More*, received the most votes overall from both the general public and residents.

Anecdotally, staff noted that Mr. Petersen's design resonated strongly with young people and newer residents, especially residents who are not typically engaged with the city. Many people commented positively that it reminded them of a butterfly when viewed from a distance. Viewers asked about the Ford logo, which seemed too prominent and a bit out of place to them.

Online comments in favor of Mr. Petersen's design included:

"I like *Together We are More* best as an artistic installation."

"*Together We Are More* is pleasing to the eyes, colorful and I think it brightens up the Montague Pedestrian Overcrossing."

"This is a more creative representation with a contemporary and timely taste. The slogan is full of energy and inspiration."

"I think *Together We are More* is gorgeous, although I wish it were clearer that it's about Milpitas. *Milpitas* is a close second and does do what the gorgeous one is less successful at. I really dislike the third design."

"*Milpitas* and *Milpa Legends* are too detailed and would not be very viewable driving by. This is an important factor in these designs."

"*Milpa Legends* resembles a jumbled assortment of images pulled from Google. *Milpitas* seems too retro/old, although the colors and design idea are nice. I enjoy *Together We Are More* most. I'm not sure why there is a Ford logo, but it fits the overcrossing best."

Milpitas – ORLUArts

ORLUArts revised design, *Milpitas*, received the second most votes overall from both the general public and residents. It was the most popular with online voters. Given how the online survey was advertised through existing City media channels, staff believes that majority of online respondents are regular followers of the City's social media pages.

Anecdotally, staff noted that those who liked this design seemed to gravitate toward particular elements - the truck, the flowers and the word Milpitas. Many people commented that the image of Ben Gross seemed out of place in the design, especially since no other individuals were included. Some felt that corn should be included, since Milpitas' name is thought to be derived from the Spanish word "Milpa" which translates to cornfield.

Online comments in favor included:

"I like the vibrancy of this image. The Ford truck, the Ohlone designs and the poppies lend a vibrant and happy look about this image. While passing by, this would stand out and quickly give an overview of Milpitas. I may want the Ohlone patterns to be more obvious."

"As a native Californian and 40 years in Milpitas, I like the flowers, the bright colors and representation that is not too busy or cluttered. I like *Milpitas* best.

"(*Milpa Legends*) seems like many different images strung together, like a timeline instead of a complete mural. (*Together We are More*) seems like a pattern representation of what this mural is supposed to encapsulate. My favorite is *Milpitas* because it brings the elements together in a bigger picture, with beautiful shrubbery and flowers."

"I love how Milpitas stands out! The other two seem to hide that fact."

"All good. The one that I picked (*Milpitas*) with the Ford truck has a really welcoming feel."

"I like the inclusion of Ben (Gross). That's important, but it doesn't flow with the artwork. I don't think that truck was produced here, and acorns don't make much sense either. The city is more than Ford and Ben, but that is the most eye-pleasing to me."

"I like the *Milpitas* design. I think it would be a good photo spot for both locals and visitors."

Milpa Legends – Adrian Litman

Mr. Litman's revised design received the fewest votes, both with the general public and residents. It was more popular with the online voters than the broader cross-section of in-person voters.

Anecdotally, staff noted that those who liked the design appreciated that the history was very obvious. Many people commented that it seemed too busy and lacking artistic appeal. The portion of the mural that drew the most interest was the image of the BART train.

Online comments in favor included:

"I'd like the first rendition, *Milpa Legends*, because it depicts the City's history, and it's transition of a successful City that copes with changes and boosting its economy. It reflects the passion of Milpitas citizenry. The Monument Peak is a must, the new City Hall and tech companies too."

"Milpa Legends captures the history and background of Milpitas well. The statement about the mural shows the artist put a lot of effort and research into this work. The various images representing the elements are clear and won't be lost in the abstract."

"All of the designs have something special about them. However, I feel *Milpa Legends* truly tells the story of our city."

"Depiction of Milpitas specific items easily identifiable by quick view."

Policy Alternatives:

Alternative 1: Select ORLUArts Design Proposal.

Pros: This design was also well-received by the public, with many people commenting on the bright, cheerful colors and bold Milpitas imagery.

Cons: None.

Reason not recommended: This was the public's second choice design. Given that so much effort was placed on seeking public input, staff recommends making the selection that is in line with public preference.

Fiscal Impact:

Sufficient funds are available in the Public Art Fund and can only be used for public art expenditures, such as this type of project. An appropriation of \$15,000 for this project is needed from Public Art Fund to Public Arts Project (CIP 3489) to cover project costs.

Recommendation:

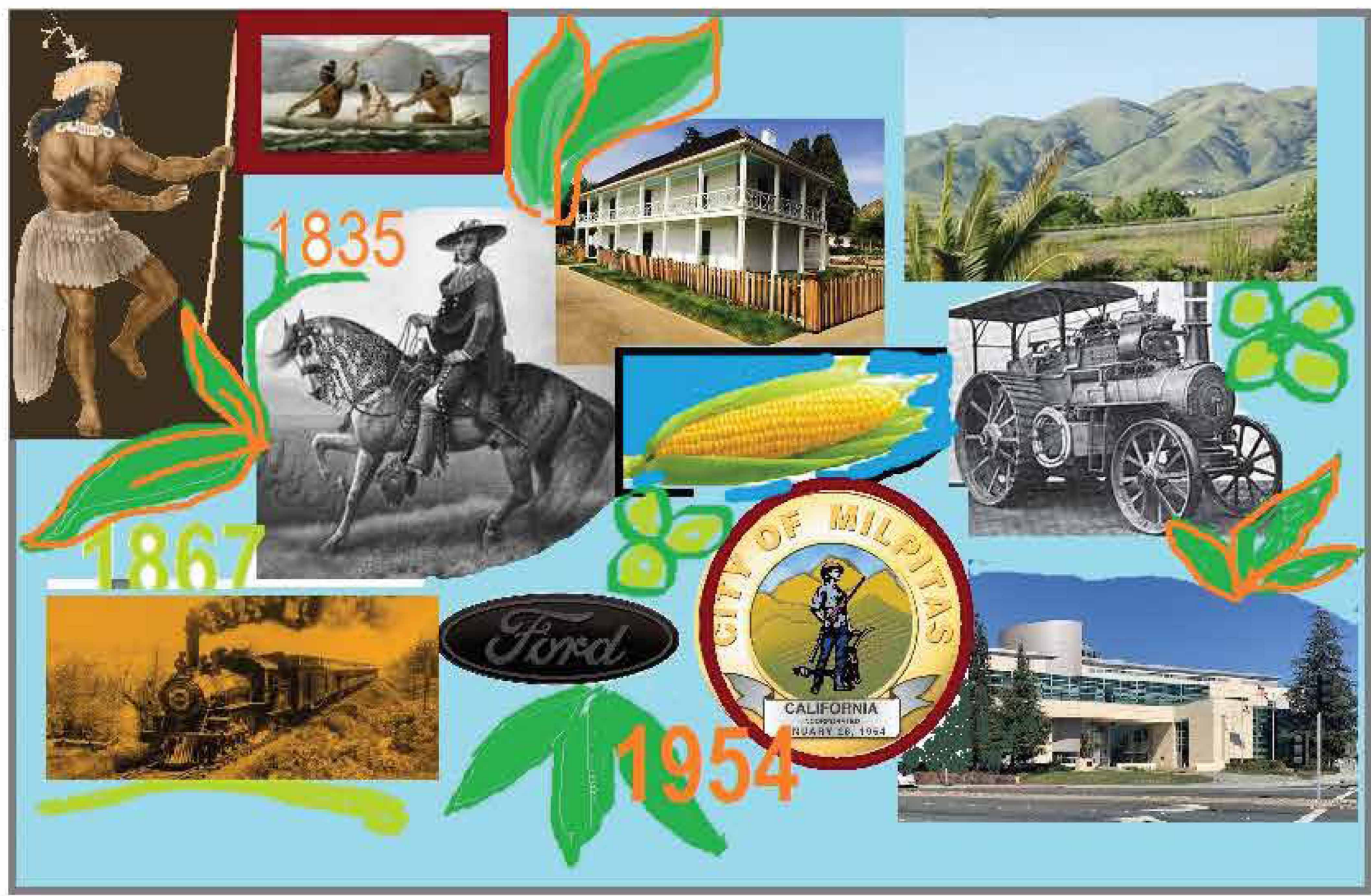
Approve Ryan Petersen Design Proposal for the Montague Pedestrian Overcrossing Public Art Selection and approve an appropriation of \$15,000 from the Public Art Fund to Public Arts Project (CP 3489)

Attachments:

1. Adrian Litman revised proposal
2. ORLUArts revised proposal
3. Ryan Petersen revised proposal
4. Montague Pedestrian Overcrossing Mural public survey results
5. Budget Change Form

Milpa Legacy

Artist:
Adrian Litman

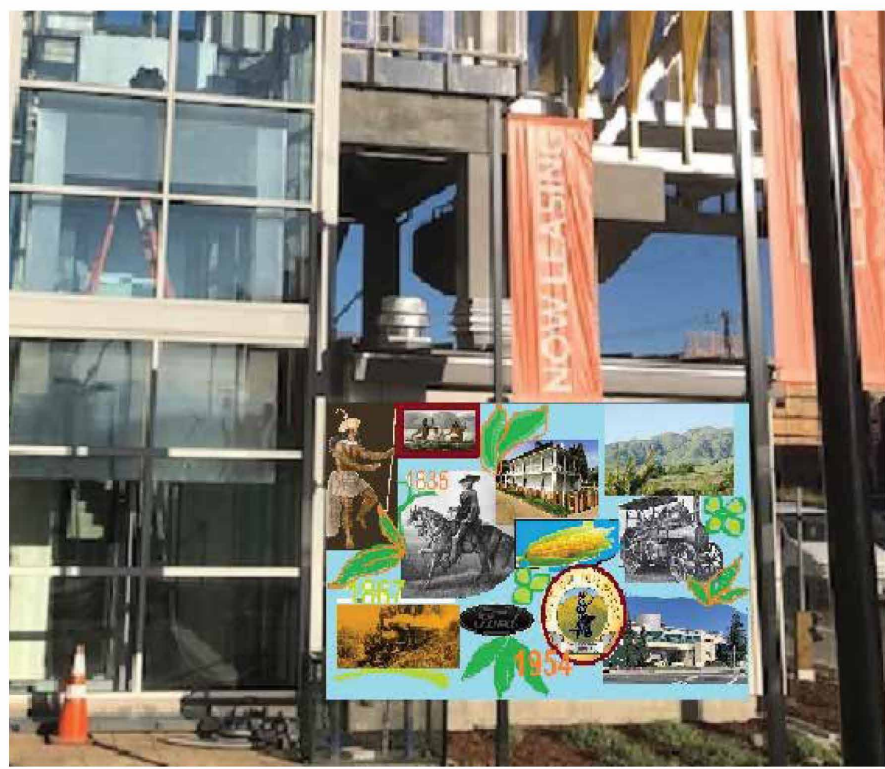


The name Milpitas is a variation of the plural diminutive of milpa, a Mexican Spanish word for "garden where maize is grown." In 1835 Jose Maria de Jesus Alviso named his land grant Rancho Milpitas as the precious garden where many crops can be grown. The Indian farmers also grew maize in what is called a milpa, a maize field. Based on this historic fact, I named my mural artwork the "Milpa Legacy."

The visual design is a montage of vignette elements symbolically showing images of the milestones development of the City including historic facts about the Muwekma Ohlone early inhabitants, the ranching and farming tradition, the old Ford plant, Western Pacific Railroad and current technological progress.

The visual elements I would like to emphasize in the concept design of the mural: Early Tamyen and Muwekma Ohlone people; Rancho Milpitas - 1835 - Jose Maria de Jesus Alviso; Western Pacific Railroad – 1867; Aspects of agricultural activities; Incorporation in 1954 and industrial activities - Ford plant; Contemporary Milpitas as Crossroads of Silicon Valley.

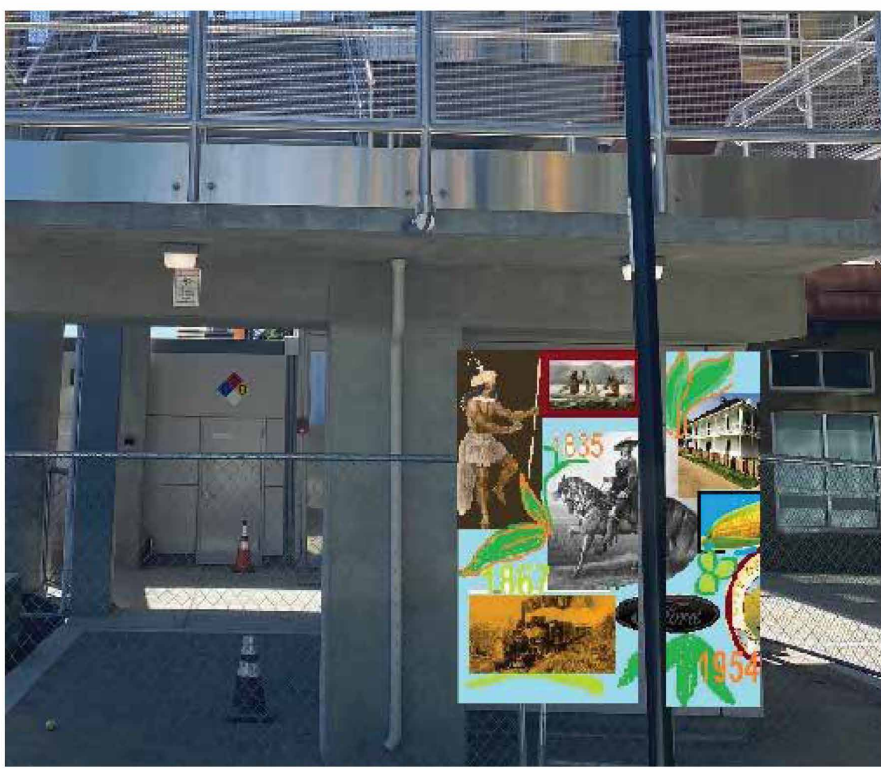
The amalgamation of images in the Milpa Legacy mural adds softness and neutrality to the heavy concrete structure of the overpass.



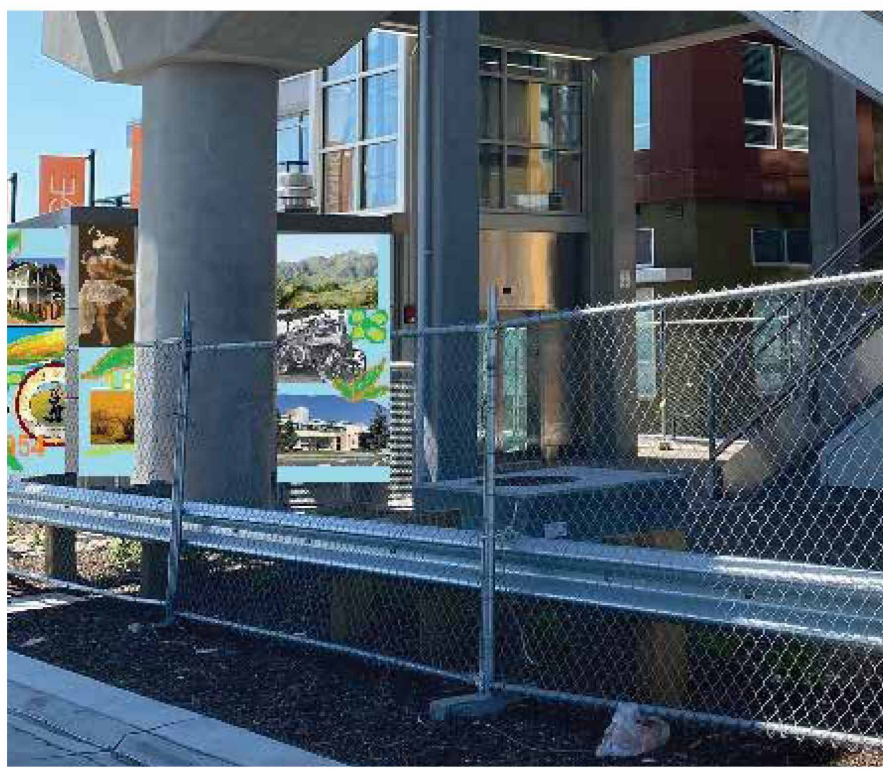
Looking East



Looking South



Looking West



Looking North



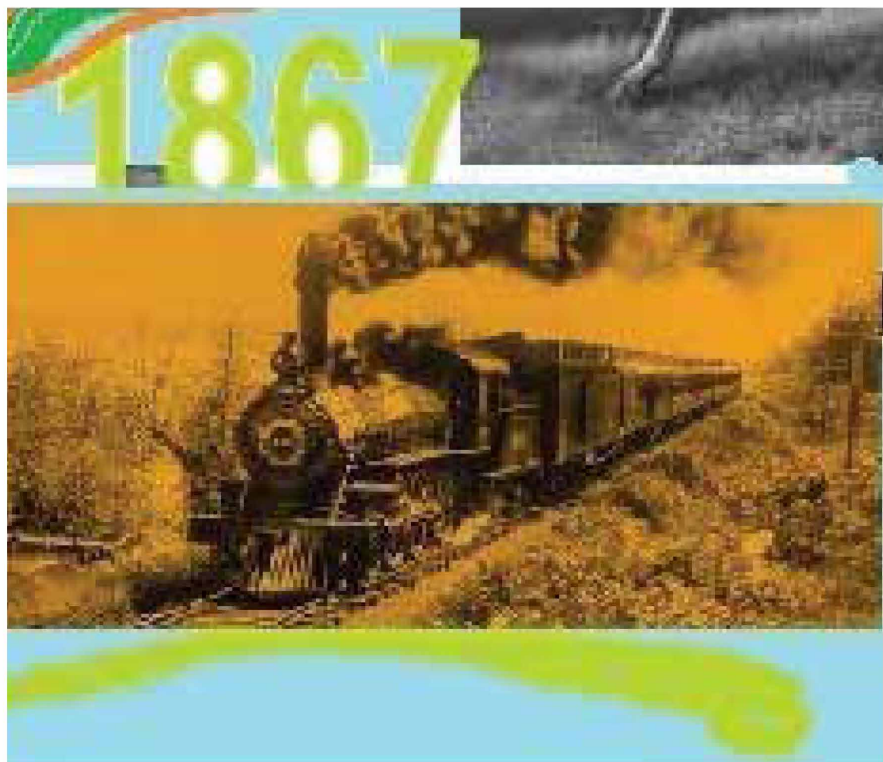
Muwekma Ohlone
– Clothing, Canoe



Transportation
– Western Pacific
Railroad Train



Ford Plant – Logo



Technological Progress
– BART and Laptop



Milpitas

Artist:
ORLUArts,
Liv Losee-Unger



Hello to the citizens of Milpitas! My design aims to capture the brightness and diversity of Milpitas's past and present.

The first panel, which folks will see when approaching from the north, shows a classic Ford F-series truck, one of the types manufactured in Milpitas during its years as home to the Ford automotive plant, driving joyfully through a scenic local vista and flanked by California poppies.

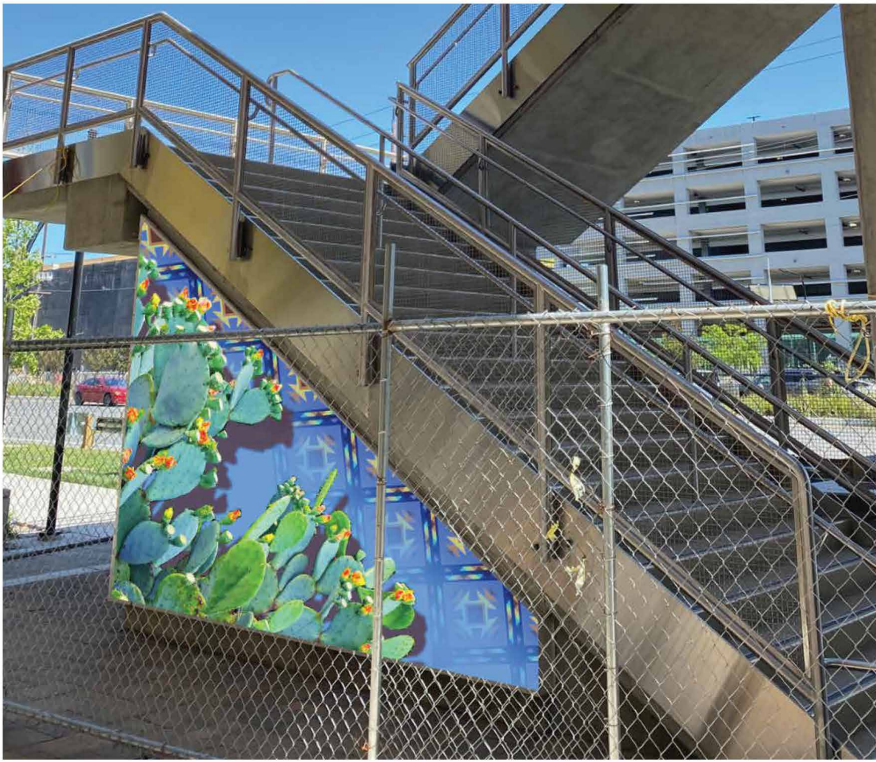
The panel to its right, facing the highway, features a hand woven Muwekma Ohlone bowl filled with acorns, which were a staple of indigenous Northern California diets. The bowl and the hands holding it frame a strawberry field and the golden Milpitas hills in the distance.

The last panel, facing the opposite direction, pays homage to Milpitas’s first black mayor, Benjamin F. Gross. Mayor Gross was a civil rights and union leader and was instrumental in the creation of the first planned racially integrated neighborhood in the nation, Sunnyhills, right here in Milpitas.

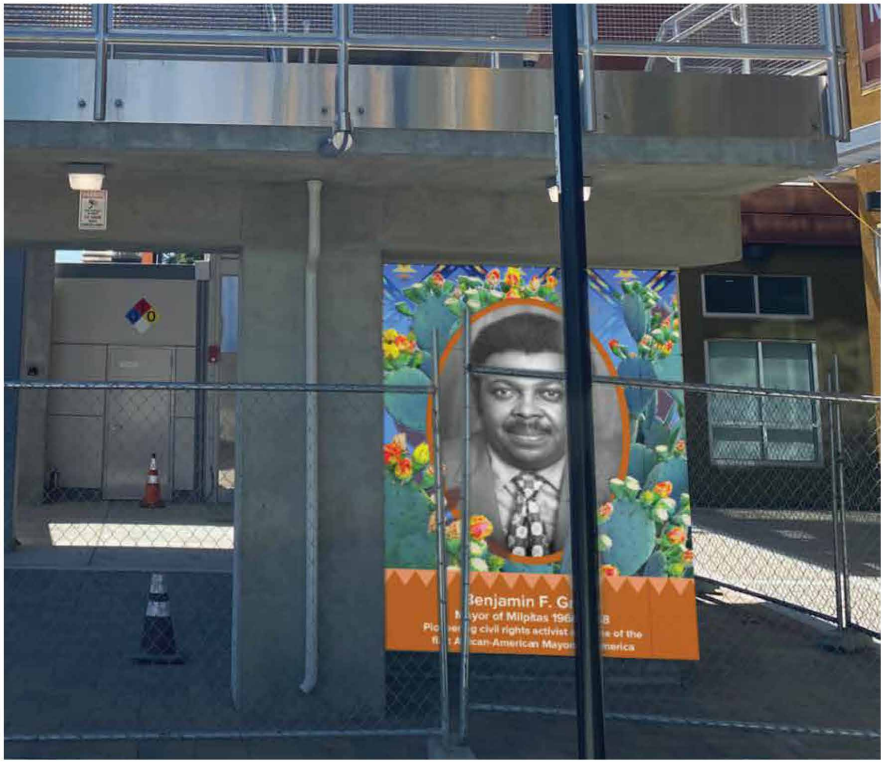
My mural will be bright, detailed, colorful, and will enrich the area with imagery that celebrates what makes Milpitas special. It would be an honor to create this piece, and I look forward to the feedback from the community!



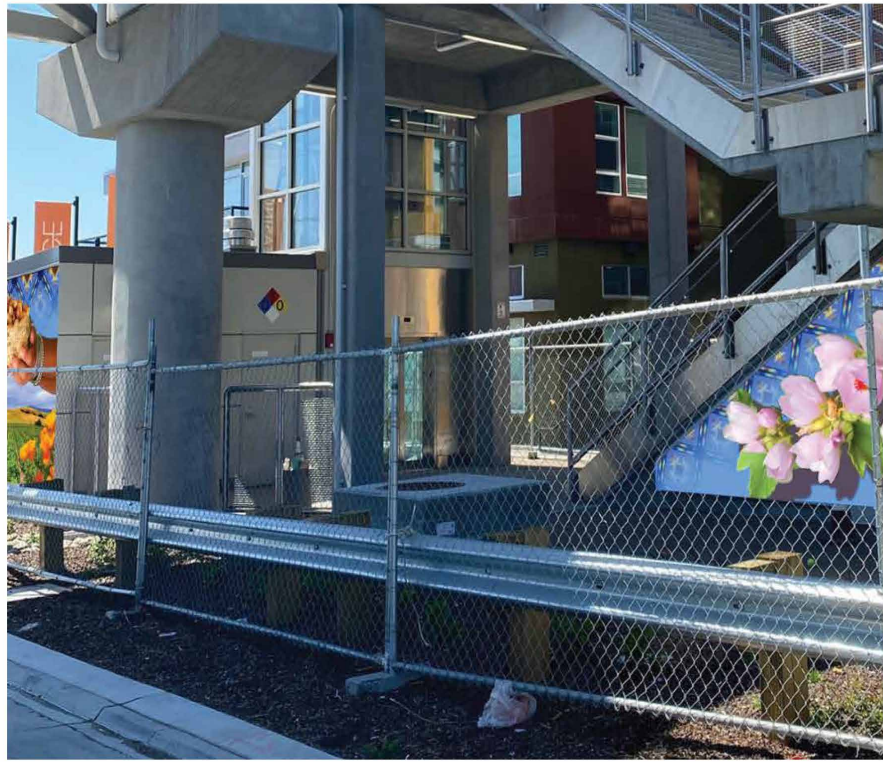
Looking East



Looking South



Looking West



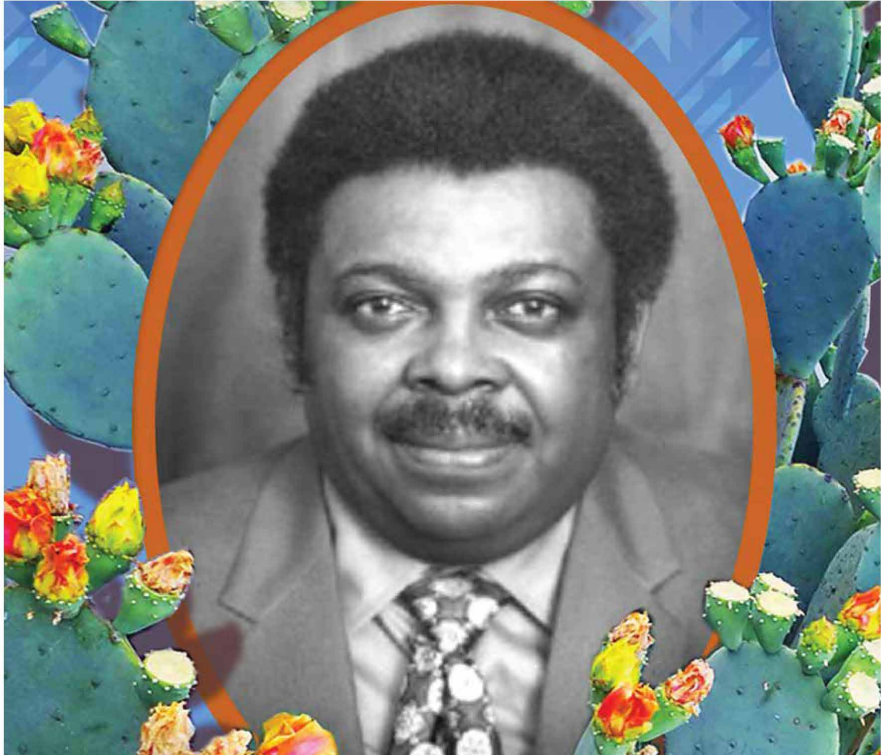
Looking North



Ford Plant – F150



Muwekma Ohlone
- Acorns



Planned Integration
– Mayor Ben Gross



Native Species
– Bush Mallow



Together We Are More

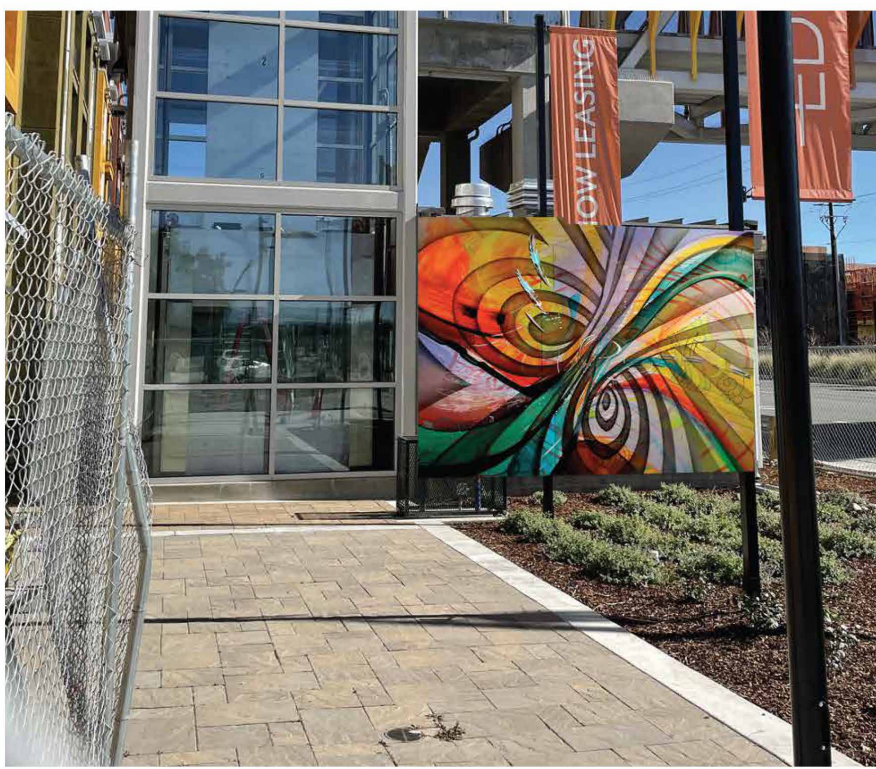
Artist:
Ryan Petersen



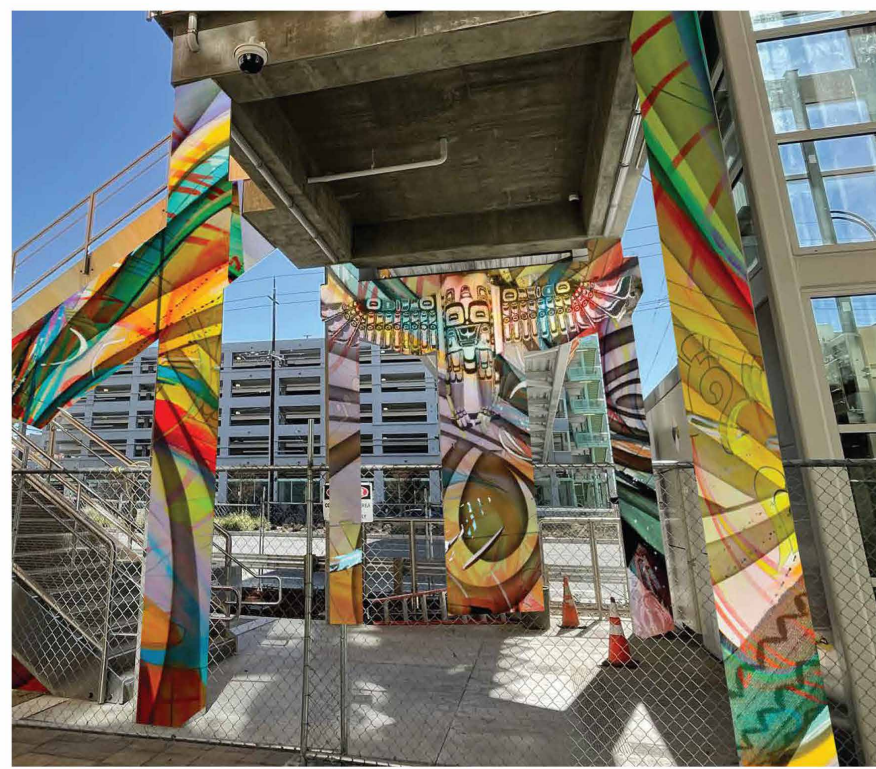
I'm a local Bay Area artist with a passion to beautify, support local business, and provide welcoming and safe spaces for the community who live and visit here.

My proposed mural design will be both elevated and sophisticated breathing life, energy, and momentum into the space, through the use of abstract forms and imagery. Inspirations from the native landscape and the historic roots of Milpitas, will blend into automotive architecture. Color and vivid patterns will complement the exterior of the overdressing bridge and surrounding buildings. The use of abstract designs and vivid colors mixed with subtle hints of imagery will set the stage for telling a story so that each viewer will interact and engage through their own experience allowing them to personally connect. Abstract designs will foster the viewers to exercise their imaginations, making people think "outside the box", and hopefully for a moment create a positive impression on their everyday lives.

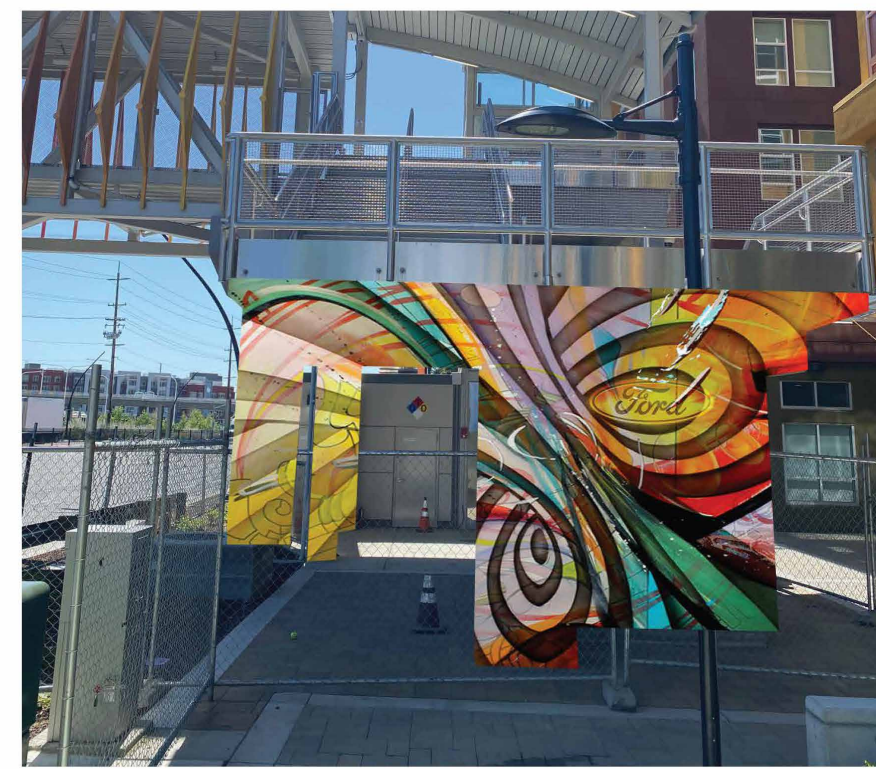
An abstract vortex-like roundabout represents movement and Transportation. These elements represent the mixing of our diverse community; each specific color, line and shape representing the uniqueness of people and individuals. The colors are squeezed together in the center (transportation hub, i.e. BART station), then they all go off to their different destinations.



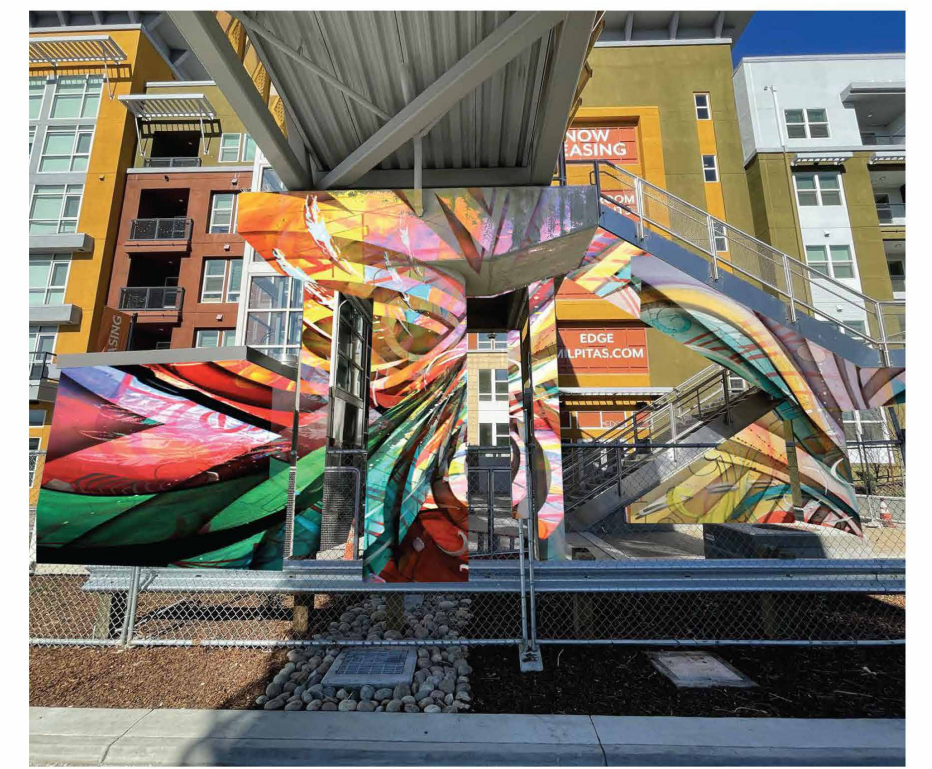
Looking East



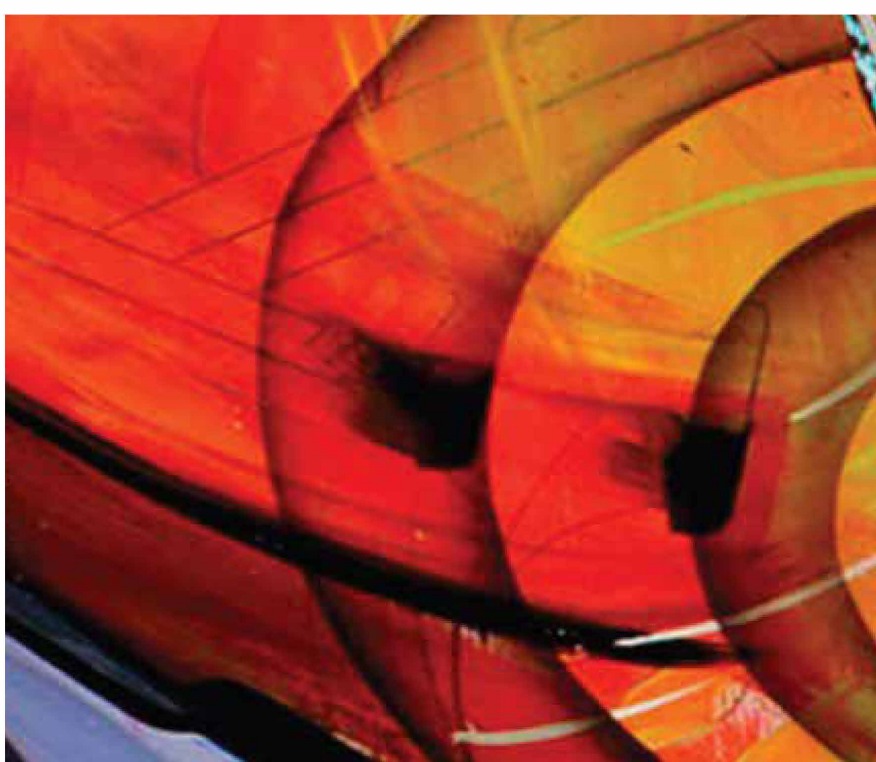
Looking South



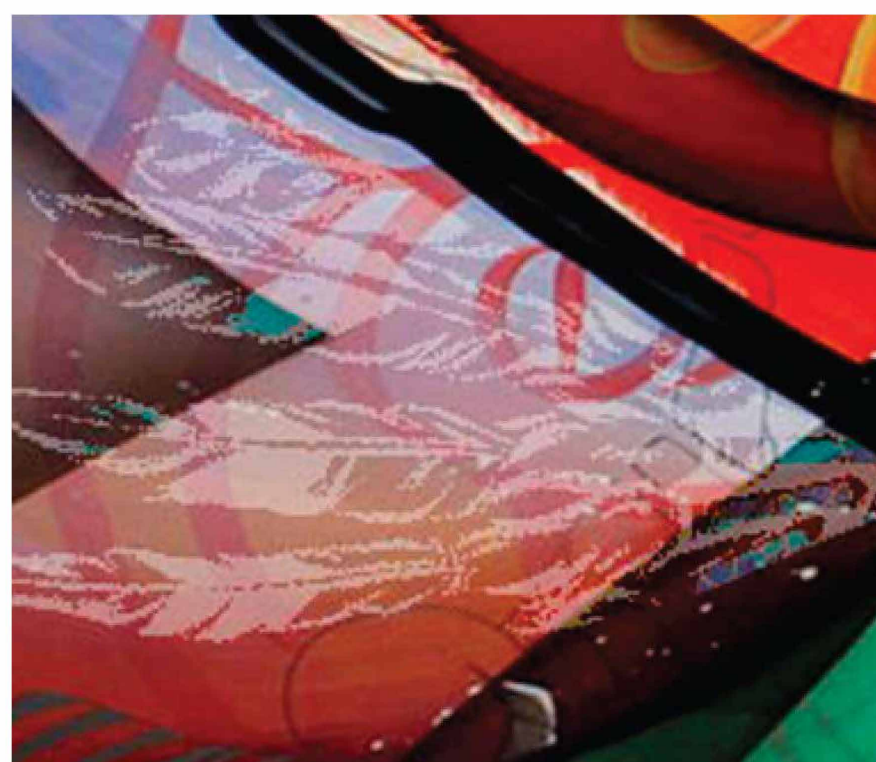
Looking West



Looking North



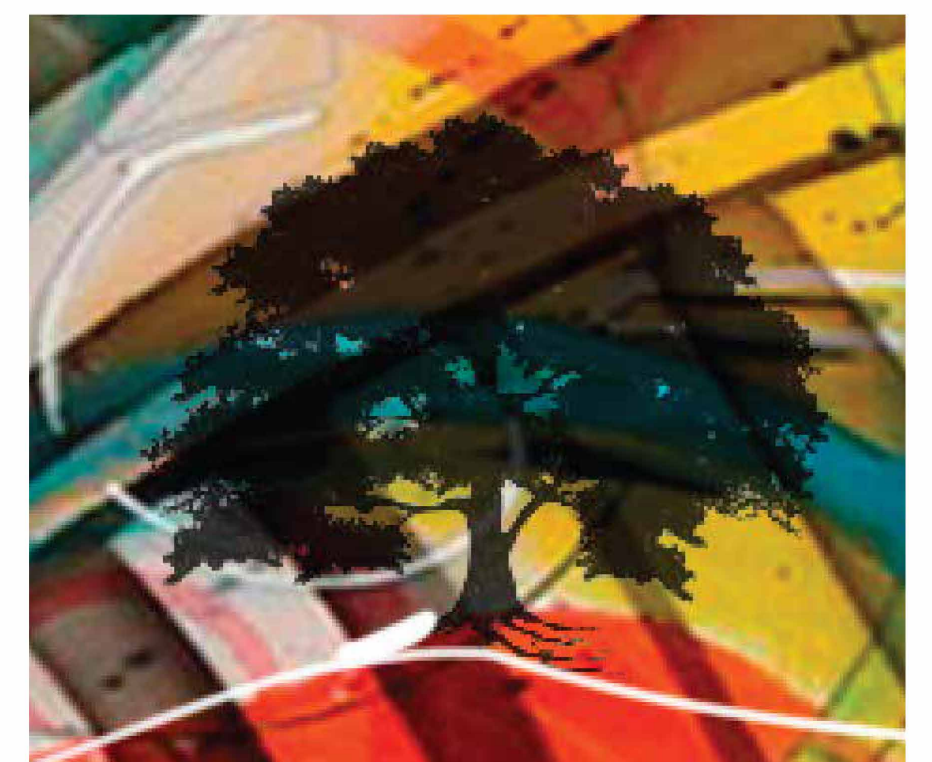
Motion / Transportation



Muwekma Ohlone
– Eagle Feathers



Ford Plant - Logo



Native Species - Oak



Potential Milpitas-Specific Images for Montague Pedestrian Overcrossing

Below are some ideas compiled by staff. Please be advised, this list is not considered definitive. Artists are still encouraged/expected to do their own research into how best to represent Milpitas in their designs.

Buildings/Places:

Alviso Adobe
Campbell's Corner building
Fat Boy (early fast food restaurant)
Ford Plant (now Great Mall)
Hetch Hetchy Reservoir (pipeline runs through Milpitas)
Higuera Adobe
Kozy Kitchen
Milpitas Grammar School (now part of the Library)
Renselaer House (now Devries)
Sunnyhills (Nation's first planned integrated neighborhood)
UAW Union Hall

Cultural and Ethnic Diversity:

Chinese
English
East Indian
Filipino
German
Irish
Korean
Mexican
Muwekma Ohlone Indian
Portuguese
Spanish
Vietnamese

Flora and Fauna:

Apricots
Asparagus
Arroyo Seca Bush Mallow
Bald Eagles
Cattle
Chapparel Habitat
Corn
Eucalyptus
Hayfields
Horses
Lupine

Oak Trees
Olive Trees
Potatoes
Prickly Pear Cactus
Queensland Bottle Tree
Salt March Habitat
Silk Tree
Steelhead salmon
Strawberries
Sycamore Trees
Walnut Trees
Wetlands Habitat
Yucca

Industries and Occupations:

Auto Manufacturing
Farm Workers
Ranching
Semiconductors and other high tech

Transportation:

BART train
'Leaping Lena' 1940s firetruck
Ford cars and trucks circa 1950s-1970s (Falcon, Maverick, Mustang, Fairlane, Torino, Pinto, Edsel Ranger, Edsel Pacer, Cougar, Montego, Comet, Bobcat, Capri, F-Series truck)
Scow Schooners
Sternwheelers
Union Pacific Railroad

Other:

Automated assembly line
Fireworks
Hang-gliding
Milpitas Hills
The Milpitas Monster movie
Ostenberg engines

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	213-2909	\$15,000	213-3952	\$15,000
☒ Budget Appropriation	331-9513489153833	\$15,000	331-951348974800	\$15,000
☐ Budget Transfer				

Approve Ryan Petersen Design Proposal for the Montague Pedestrian Overcrossing Public Art Selection and approve an appropriation of \$15,000 from the Public Art Fund to Public Arts Project (CP 3489)

Background:

On November 17, 2020, City Council approved the FY 20-21 Arts Commission Work Plan including a project for mural art at the Montague Pedestrian Overcrossing. At its November 23, 2020 meeting, the Arts Commission approved parameters for a Call for Artists for a Montague Pedestrian Overcrossing Mural with a budget of \$15,000. The call was released in December and publicized on the California Arts Council website, Craigslist, shared with artists who have previously expressed interest in doing public art for Milpitas, as well as other Bay Area muralists.

A total of nine design proposals were received, with eight qualifying for presentation to the Arts Commission. The proposals were presented to the Arts Commission at its regular meeting on January 25, 2021. Members of the Arts Commission provided feedback on the designs, narrowed the field to four finalists and requested staff conduct community outreach on the four finalists' proposals and return to the Commission with public input.

Staff released a virtual survey inviting the surrounding residents and general public to review the designs and artists' statements, then provide comments and rank the artwork. The survey was publicized on City social media channels and via the City Manager's newsletter. In addition, staff contacted management at The Edge apartments, adjacent to the public art site, and requested that it share the survey with residents. Ninety-one members of the public cast votes and left comments about the four designs.

The Arts Commission reconvened at a special meeting on February 8 to review public input, as well as unsolicited revisions offered by two of the four artists in response to commissioners' feedback at the January meeting. After a review of the community survey results, the Commission discussed the top three artist proposals: 1) Amandalynn, 2) ORLUArts, and 3) Ryan Petersen.

Staff presented the three designs to City Council at its April 20, 2021 meeting, with a recommendation to select Amandalynn, based on public preference for her design, as the Arts Commission was unable to arrive at a consensus for a recommended design. City Council requested that both the top three artist proposals (Amandalynn, ORLUArts, Ryan Petersen), and a fourth proposal (Adrian Litman) finalists be asked to make further revisions, incorporating more aspects of Milpitas history, and that staff conduct additional in-person outreach.

Staff contacted the four finalists to request revisions to include more Milpitas imagery and provided a list of ideas drawn from Milpitas history and local flora and fauna. Artist, Amandalynn, declined to make further revisions to the artwork and withdrew from consideration.

The three remaining finalists - Adrian Litman, ORLUArts and Ryan Petersen - submitted revisions. The new designs were posted online and publicized via social media and direct email to stakeholders, including all members of the public who provided email addresses when responding to the initial survey.

In addition, staff created large posters showing each design for in-person outreach. Members of the public were invited to "vote" for their favorite using sticker dots, color coded for residents and non-residents.

Thirteen in-person outreach efforts were conducted:

Movie Nights Out at Murphy Park (May 26), Pinewood Park (June 25), Cardoza Park (July 23).

Milpitas Onstage Concerts at Starlite Park (June 21), Murphy Park (July 18) and Bob McGuire Park (August 15)

Summer Camps - July 9

Milpitas Sports Center - July 13

Milpitas Senior Center - July 12

Milpitas Library - July 30 and July 31

Art site in front of The Edge apartments - August 6

Milpitas BART station - August 12

Analysis:

Staff collected a total of 564 "votes" from the public - 444 in person and 120 online.

	Adrian Litman	ORLUArts	Ryan Petersen
Online Voting	18	58	44
In-Person Voting	67	168	209
Total	85	226	253
Total Percentage	15%	40%	45%
Resident Percentage*	13%	38%	49%

Resident percentages are drawn from in-person totals only. In-person respondents were asked to self-identify as Milpitas residents or non-residents before voting using colored dots.

Online respondents had the option to self-identified as Edge residents/staff, Milpitas Metro residents/workers, Milpitas residents/worker, visitors and other, including several who indicated they grew up here and consider Milpitas their hometown, but no longer live in Milpitas. However, many online voters did not respond to the question.

Online respondents had the option to write in comments. Comment cards were not collected during in-person voting, but staff noted anecdotal comments.

Together We Are More – Ryan Petersen

Ryan Petersen's revised design, *Together We Are More*, received the most votes overall from both the general public and residents.

Anecdotally, staff noted that Mr. Petersen's design resonated strongly with young people and newer residents, especially residents who are not typically engaged with the city. Many people commented positively that it reminded them of a butterfly when viewed from a distance. Viewers asked about the Ford logo, which seemed too prominent and a bit out of place to them.

Online comments in favor of Mr. Petersen's design included:

"I like *Together We are More* best as an artistic installation."

"*Together We Are More* is pleasing to the eyes, colorful and I think it brightens up the Montague Pedestrian Overcrossing."

"This is a more creative representation with a contemporary and timely taste. The slogan is full of energy and inspiration."

"I think *Together We are More* is gorgeous, although I wish it were clearer that it's about Milpitas. *Milpitas* is a close second and does do what the gorgeous one is less successful at. I really dislike the third design."

"*Milpitas* and *Milpa Legends* are too detailed and would not be very viewable driving by. This is an important factor in these designs."

"*Milpa Legends* resembles a jumbled assortment of images pulled from Google. *Milpitas* seems too retro/old, although the colors and design idea are nice. I enjoy *Together We Are More* most. I'm not sure why there is a Ford logo, but it fits the overcrossing best."

Milpitas – ORLUArts

ORLUArts revised design, *Milpitas*, received the second most votes overall from both the general public and residents. It was the most popular with online voters. Given how the online survey was advertised through existing City media channels, staff believes that majority of online respondents are regular followers of the City's social media pages and people more closely associated with the City, such as commissioners and staff.

Anecdotally, staff noted that those who liked this design seemed to gravitate toward particular elements - the truck, the flowers and the word Milpitas. Many people commented that the image of Ben Gross seemed out of place in the design, especially since no other individuals were included. Some felt that corn should be included, since Milpitas' name is generally thought to reference cornfields.

Online comments in favor included:

"I like the vibrancy of this image. The Ford truck, the Ohlone designs and the poppies lend a vibrant and happy look about this image. While passing by, this would stand out and quickly give an overview of Milpitas. I may want the Ohlone patterns to be more obvious."

"As a native Californian and 40 years in Milpitas, I like the flowers, the bright colors and representation that is not too busy or cluttered. I like *Milpitas* best.

"(*Milpa Legends*) seems like many different images strung together, like a timeline instead of a complete mural. (*Together We are More*) seems like a pattern representation of what this mural is supposed to encapsulate. My favorite is *Milpitas* because it brings the elements together in a bigger picture, with beautiful shrubbery and flowers."

"I love how Milpitas stands out! The other two seem to hide that fact."

"All good. The one that I picked (*Milpitas*) with the Ford truck has a really welcoming feel."

"I like the inclusion of Ben (Gross). That's important, but it doesn't flow with the artwork. I don't think that truck was produced here, and acorns don't make much sense either. The city is more than Ford and Ben, but that is the most eye-pleasing to me."

"I like the *Milpitas* design. I think it would be a good photo spot for both locals and visitors."

Milpa Legends – Adrian Litman

Mr. Litman's revised design, which was not considered a top proposal finalist by the Arts Commission but was asked to be included by City Council, again received the fewest votes, both with the general public and residents. It was more popular with the online voters than the broader cross-section of in-person voters.

Anecdotally, staff noted that those who liked the design appreciated that the history was very obvious. Many people commented that it seemed too busy and lacking artistic appeal. The portion of the mural that drew the most interest was the image of the BART train.

Online comments in favor included:

"I'd like the first rendition, *Milpa Legends*, because it depicts the City's history, and it's transition of a successful City that copes with changes and boosting its economy. It reflects the passion of Milpitas citizenry. The Monument Peak is a must, the new City Hall and tech companies too."

"Milpa Legends captures the history and background of Milpitas well. The statement about the mural shows the artist put a lot of effort and research into this work. The various images representing the elements are clear and won't be lost in the abstract."

"All of the designs have something special about them. However, I feel *Milpa Legends* truly tells the story of our city."

"Depiction of Milpitas specific items easily identifiable by quick view."

Policy Alternative:

Alternative 1: Select ORLUArts Design Proposal.

Pros: This design was also well-received by the public, with many people commenting on the bright, cheerful colors and bold Milpitas imagery.

Cons: None.

Reason not recommended: This was the public's second choice design. Given that so much effort was placed on seeking public input, staff recommends making the selection that is in line with public preference.

Fiscal Impact:

Sufficient funds are available in the Public Art Fund and can only be used for public art expenditures, such as this type of project. An appropriation of \$15,000 for this project is needed from Public Art Fund to Public Arts Project (CIP 3489) to cover project costs.

California Environmental Quality Act:

Not applicable.

Recommendations:

Approve Ryan Petersen Design Proposal for the Montague Pedestrian Overcrossing Public Art Selection and approve an appropriation of \$15,000 from the Public Art Fund to Public Arts Project (CP 3489)

Attachments:

1. Adrian Litman revised proposal
2. ORLUArts revised proposal
3. Ryan Petersen revised proposal
4. Montague Pedestrian Overcrossing Mural public survey results
5. Budget Change Form

☐ Check if City Council Approval required.		Meeting Date: October 05, 2021
Requested by:	Department Head: Renee Lorentzen	Date: October 05, 2021
Reviewed by:	Finance Director: Lauren Lai	Date: October 05, 2021
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

LarForm 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Making Findings and Determinations Under Assembly Bill 361 for the Continuation of Virtual Meetings
Category:	Leadership and Support Services
Meeting Date:	10/5/2021
Staff Contact:	Christopher J. Diaz, City Attorney, 408 - 586-3040
Recommendation:	Adopt a resolution making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

Background:

On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained at Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, that the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations
- Each teleconference location must be identified on the actual agenda
- Each teleconference location shall be accessible to the public
- A quorum of the legislative body must be in the jurisdiction

With the Governor's Executive Order, the four above requirements were suspended allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the City Council is well aware, this allowed City Council, Commission, Committee, and all other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote virtual locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual meetings until September 30, 2021.

With the current pending expiration of the Governor's Executive Order along with the uncertainty that surrounded the Governor's potential recall last month, the State Legislature also took the remote meeting issue into its own hands through the adoption of Assembly Bill 361.

Analysis:

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or

recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. The Governor by executive order signed on September 20, 2021, suspended the effective date of AB 361 to October 1, 2021. As a result, if the City desires to have virtual meetings on or after October 1, 2021, it must do so consistent with the requirements of AB 361.

AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees.

Lastly, it is important to note that AB 361 is optional. If the City Council wishes, it may meet in person. In addition, hybrid meetings are permissible. However, according to City Management, there is not a hybrid option for Commissions, Committees and Task Forces at the City. Thus, regardless of whether the City Council may prefer to meet in person, City Management is recommending adoption of the resolution to ensure all other Commission, Committee, and Task Force meetings can continue to meet and allow the public to meet remotely without risking public health.

Policy Alternatives:

Alternative 1: Do not adopt the resolution making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

Pros: None

Cons: Many of the existing Commission, Committee, and Task Force meetings will not be able to meet virtually or through a hybrid format forcing all staff, commission or committee members, and the public to attend meetings in person.

Reason not recommended: The COVID-19 pandemic continues to be a global health issue and by forcing commission, committee, and task force meetings to be in person, public health may be put at risk.

Fiscal Impact:

The City Council's adoption of the resolution to continue with virtual meetings will maintain the status quo and no financial impact is anticipated by the adoption of the resolution.

California Environmental Quality Act:

The City Council's adoption of the resolution is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b)(5) as it constitutes an organizational or administrative activity of the government

that will not result in direct or indirect physical changes in the environment. Further, virtual meetings are likely to reduce certain impacts associated with vehicular travel related to in-person public meetings.

Recommendation:

Adopt a resolution making findings and determinations under Assembly Bill 361 for the continuation of virtual meetings.

Attachments:

1. Resolution

RESOLUTION 2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR
THE CONTINUATION OF VIRTUAL MEETINGS**

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means, to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, the City Council of the City of Milpitas has considered the circumstances of the state of emergency; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact” defined as being within 6 feet of another under certain circumstances; and

WHEREAS, in order to continue to impose social distancing while holding in-person meetings there is a high likelihood that members of the public would not all be able to be present in the meetings spaces; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public until social distancing recommendations are no longer necessary; and

WHEREAS, the City Council of the City of Milpitas desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council and all other legislative bodies of the City of Milpitas who are required to hold public meetings, shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3) based upon the findings and determinations hereby made by the City Council.

PASSED AND ADOPTED this 5th day of October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

APPROVED:

Wendy Wood, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney