



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

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

AGENDA

TUESDAY, MARCH 19, 2019

COUNCIL CHAMBERS, 455 E. CALAVERAS BLVD., MILPITAS, CA

5:30 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

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

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(4)

City as Plaintiff

(b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Employee Position: City Manager

CLOSED SESSION ANNOUNCEMENT: Report on action taken in Closed Session, if required per Government Code Section 54957.1, including the vote or abstention of each member present

PLEDGE OF ALLEGIANCE

INVOCATION (Councilmember Montano)

PRESENTATIONS

- Proclaim March 2019 as *Red Cross Month*
- Proclaiming March 2019 as *Women's History Month*
- Recognition of the Santa Clara County Commission on the Status of Women

PUBLIC FORUM

Those in the audience are invited to address City Council on any subject not on tonight's agenda. Speakers must come to the podium, state their name and city of residence for the Clerk's record, and limit spoken remarks to three minutes. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENTS

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

APPROVAL OF AGENDA

CONSENT CALENDAR

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. If removed, this item will be discussed in the order in which it appears on the agenda.

C1. Accept the City Council Calendars of Meetings for months of March and April 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Receive and Approve City Council Meeting Minutes of February 26 and March 5, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Approve Meeting Minutes of the Special City Council meeting on February 26 and of the Special & Regular Meetings on March 5, 2019.

C3. Adopt a Resolution to Accept the 2018 Emergency Management Performance Grant (EMPG) Funds, Authorize the City Manager or Designee to Execute the Related Agreement with the County of Santa Clara, and Appropriate Funds (Staff Contact: Toni Charlop, 408-586-2801)

Recommendations:

1. Adopt a Resolution to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager (or designee) to execute the related Agreement with the County of Santa Clara.
2. Approve a budget amendment to appropriate funds in the amount of \$4,200 to the Fire Department's FY 2018-19 Operating Budget.

C4. Adopt a Resolution Authorizing the Purchasing Agent to Purchase Three Fire Vehicles from the National Auto Fleet Group for a total of \$127,721.41 through a Cooperative Procurement Contract (Staff Contact: Rick Frawley, 408-586-2824)

Recommendation: Adopt a resolution authorizing the Purchase Agent to purchase three fire vehicles from the National Auto Fleet Group for the total amount of \$127,721.41 through a cooperative procurement contract through Sourcewell, formerly NJPA.

C5. Adopt a Resolution to Approve the Award of a Sole Source Contract to Storm Water Maintenance & Inspections Services, Inc. (SWIMS); Authorize the City Manager to Execute a Contract for Procurement, Installation, and Maintenance of Stormtek Storm Drain Inlet Trash Capture Devices in the Amount of \$290,195; Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$30,000 for Trash Removal Devices, Project No. 3713 (Staff Contact: Steve Erickson, 408-586-3301)

Recommendations:

1. Adopt a resolution to approve the award of a sole source contract to Storm Water Maintenance Services, Inc. (SWIMS).
2. Authorize the City Manager to execute a contract with SWIMS, for the fabrication, installation, and maintenance of Stormtek Storm Drain Inlet Trash Capture Devices for the Trash Removal Devices, Project No. 3713, in the amount of \$290,195.
3. Authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$30,000 for the project.

C6. Adopt a Resolution Listing Projects for FY 2019-20 Funded by SB 1 Road Repair and Accountability Act of 2017 (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Adopt a Resolution listing projects for FY 2019-20 to be funded by SB 1 Road Repair and Accountability Act of 2017.

C7. Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, Tennessee, July 21 – 24, 2019 (Staff Contact: Tony Ndah, 408-586-2602)

Recommendation: Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, TN, July 21–24, 2019.

C8. Authorize Out of State Travel Authorization-Fire Department Instructors Conference Attendance in Indianapolis, IN for 1 Fire Captain (Staff Contact: Geoff Maloon, 408-586-2800)

Recommendation: Approve out of state travel for Fire Captain G. Perez to attend training Fire Department Instructors Conference in Indianapolis, IN for the dates of April 4 – 12, 2019.

C9. Authorize and Approve Out of State Travels for Mayor Tran and Vice Mayor Dominguez to Attend the U.S. Conference of Mayors' 87th Annual Meeting in Honolulu, HI Scheduled June 28 – July 1, 2019; and for Councilmember Montano to Attend the National Association of Latino Elected and Appointed Officials' 36th Annual Conference in Miami, FL Scheduled June 20 – 22, 2019 (Staff Contact: Julie Edmonds-Mares, 408-586-3050)

Recommendation: Authorize and approve out-of-state travels for Mayor Tran and Vice Mayor Dominguez to attend the U.S. Conference of Mayors' 87th Annual Meeting in Honolulu, Hawaii and Councilmember Montano to attend the NALEO's 36th Annual Conference in Miami, Florida, for a combined total expense amount not to exceed budgeted Conferences/Meeting allocation of \$15,000.

C10. Approve Amendment No. 2 to the Agreement with BMI Imaging Systems, Inc. to Provide Additional Funding for the Remainder of the Agreement (Staff Contact: Mike Luu, 408-586-2706)

Recommendation: Approve Amendment No. 2 to the Agreement with BMI Imaging Systems to increase the total value of the assumed Piggyback Agreement of \$84,070.35 by \$150,000 for a new total amount not to exceed \$234,070.35.

C11. Approve and Authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services (Staff Contacts: Chris Schroeder, 408-586-3161 and Mike Luu, 408-586-2706)

Recommendation: Approve and authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services in the amount of \$35,074.87, resulting in a new total contract amount of \$369,731.07.

C12. Approve and Authorize the City Manager to Execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Approve and authorize the City Manager to execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program.

C13. Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc. (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc. to Extend the Term to December 31, 2019 to Continue Support on the Silicon Valley Rapid Transit Program Berryessa Extension (SVBX) Project, Project No. 4265.

C14. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Agreement with Telecommunications Engineering Associates for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System (Staff Contacts: Chris Schroeder, 408-586-3161 and Henry Kwong 408-586-2419)

Recommendations:

1. Approve and authorize the City Manager to execute Amendment No. 2 to the Agreement with Telecommunications Engineering Associates, a Subsidiary of Daryl D. Jones, Inc. for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System.

2. Authorize the Purchasing Agent to exercise option years 2 and 3 per the terms of the agreement.

C15. Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of 6 Firefighters (Staff Contact: Rick Frawley, 408-586-2824)

Recommendation: Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six Firefighters.

C16. Consider Mayor's Recommendation and Move to Re-appoint One Commissioner on the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)

Recommendation: Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Ed Smythe to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.

C17. Authorize Letter of Support for Assembly Constitutional Amendment (ACA) 1 (Aguiar-Curry, D): Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendation: Authorize the City Manager to issue a letter of support for Assembly Constitutional Amendment 1 (Aguiar-Curry, D): *Local government financing: affordable housing and public infrastructure: voter approval* to state legislators and representatives at the League of California Cities.

COMMUNITY DEVELOPMENT

18. Receive Report and Provide Comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study (Staff Contact: Steve McHarris, 408-586-3059)

Recommendation: Receive report and provide comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study.

PUBLIC SAFETY

19. Receive Police Staffing Assessment and Operations Report (Staff Contact: Armando Corpuz, 408-586-2402)

Recommendation: Receive Police Staffing Assessment and Operations Report completed by the Center for Public Safety Management.

LEADERSHIP AND SUPPORT SERVICES

20. Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook (Staff Contact: Ashwini Kantak, 408-586-3053)

Recommendation: Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook.

21. Adopt a Resolution to amend the City of Milpitas Classification Plan to adjust the Salary Ranges of Unrepresented Police Management and Unrepresented Fire Management classifications and Approve to tie-in the MPOA and IAFF salary increases to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases and until expiration of current Memorandums of Understanding (MOU) (Staff Contact: Liz Brown, 408-586-3086)

Recommendations:

1. Adopt a resolution amending the Classification Plan Salary Ranges.

2. Approve to tie-in the Milpitas Police Officers Association (MPOA) and International Association of Fire Fighters (IAFF) salary increases to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases and until expiration of current Memorandums of Understanding.

22. Adopt a Resolution Amending the Classification Plan to Establish and Authorize an Employee Relations Officer position for the Human Resources Department 2018-19 Budget (Staff Contact: Liz Brown, 408-586-3086)

Recommendation: Adopt a Resolution to amend the Classification Plan to establish the classification and salary range of Employee Relations Officer, and authorize one additional Full Time Equivalent (FTE) Employee Relations Officer position for the FY 2018-19 Human Resources Department Operating Budget.

REPORTS OF MAYOR & COUNCILMEMBERS - from the assigned Commissions, Committees and Agencies

NEXT AGENDA PREVIEW

23. Receive and Review Preview Agenda for City Council Meeting on April 2, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

ADJOURNMENT

NEXT REGULAR CITY COUNCIL MEETING
APRIL 2, 2019

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 agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the 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 here: 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 408-586-3003 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 mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the City Council Chambers for all meetings.

February 2019						
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Milpitas City Council Calendar

March 2019

April 2019						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 7:00 PM-Parks, Recreation & Cultural Resources Commission (AP)	5 6:00 PM-Special City Council 7:00 PM-City Council	6 1:00 PM-Santa Clara VTA Northeast group - monthly (RT) 7:00 PM-Community Advisory Commission (BN)	7 5:30 PM-Santa Clara VTA Board of Directors 5:30 PM-Milpitas Chamber of Commerce Board (CM)	8	9
10	11 9:30 AM-I-680 Sunol Express Lane JPA (RT) 4:00 PM-Economic Development and Trade Commission (KD)	12 6:00 PM- Special City Council Study Session on CIP @Senior Center	13 7:00 PM-Planning Commission 7:00 PM-Silicon Valley Clean Energy Board of Directors (BN) (Cupertino)	14 4:00 PM-Santa Clara VTA Policy Advisory Committee (KD) 4:00 PM-Treatment Plant Advisory Committee (CM) 7:00 PM-Cities Assoc SCC (CM) 7:00 PM-Youth Advisory Commission (AP)	15	16
17 	18 7:00 PM-Science, Technology, & Innovation Commission (BN) 7:00 PM-Library and Education Commission (CM)	19 5:30 PM-Closed Session 7:00 PM-City Council	20 6:00 PM-Energy and Environmental Sustainability Commission (BN)	21 6:30 PM-Bay Area Water Supply & Conserv Agency (San Mateo) (CM) 7:00 PM-Public Safety & Emergency Prep. Commission (KD)	22 2:00 PM-VTA Safety, Security & Transit Planning and Ops. (RT)	23
24	25 7:00 PM-Arts Commission (CM)	26	27 12:00 PM-Valley Water District – Water Commission (CM) 7:00 PM-Planning Commission	28 12:00 PM-VTA Capital Program Committee (RT) 12:00 PM-Terrace Gardens Board of Directors (BN) 6:00 PM-Special Community Advisory Commission for Community Development Block Grant applications review (BN) 6:30 PM-Budget Community Mtg Sinnott Elem School (Learning Lab)	29	30
31  1:00pm-Cesar Chavez Flag Ceremony						

March 2019						
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May 2019						
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Milpitas City Council Calendar

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7:00 PM -Parks, Recreation & Cultural Resources Commission (AP)	2 6:00 PM -Closed Session 7:00 PM -City Council	3 2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (RT) 5:30 PM -Veterans Commission (RT) 7:00 PM -Community Advisory Commission (BN)	4 5:30 PM -Milpitas Chamber of Commerce Board (CM) 5:30 PM -Santa Clara VTA Board of Directors	5	6
7	8 4:00 PM -Economic Development and Trade Commission (KD)	9	10 4:30 PM -City Council Finance Subcommittee (RT/CM) 7:00 PM -Silicon Valley Clean Energy Board of Directors (BN) (Cupertino) 7:00 PM -Planning Commission	11 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 4:00 PM -Santa Clara VTA Policy Advisory Committee (KD) 7:00 PM -Youth Advisory Commission (AP) 7:00 PM -Cities Assoc of SCC (CM)	12	13
14	15 7:00 PM -Science, Technology, and Innovation Commission (BN)	16 6:00 PM -Closed Session 7:00 PM -City Council	17 7:00 PM -Energy and Environmental Sustainability Commission (BN)	18 6:00 PM -Budget Community Mtg-Senior Center	19 9:00 AM -VTA Board of Directors Workshop Meeting (RT) 2:00 PM -VTA Safety, Security, and Transit Planning & Operations (RT)	20
21	22	23 1:30 PM -Senior Advisory Commission (AP) 6:00pm -City Council Study Session (Tentative)	24 12:00 PM -SCVWD Water Commission (CM) 5:30 PM -SCC Recycling & Waste Reduction Commission (AP) 7:00 PM -Planning Commission	25	26	27
28	29	30 6:00pm -City Council Study Session (Tentative)				

Item Attachment Documents:

C2. Receive and approve City Council Meeting Minutes of February 26 and March 5, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Approve Meeting Minutes of the Special City Council meeting on February 26 and of the Special & Regular Meetings on March 5, 2019.

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of:	Special Meeting of Milpitas City Council
Date:	Tuesday, February 26, 2019
Time:	6:00 PM
Location:	Council Chambers, Milpitas City Hall, 455 East Calaveras Blvd., Milpitas

CALL TO ORDER

Mayor Tran called the meeting to order at 6:01 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano and Nuñez

ABSENT: Councilmember Phan was absent at roll call, and arrived at 6:05 PM.

Deputy City Attorney Heather Lee from BB&K law firm was serving as City Attorney at this meeting, in place of City Attorney Chris Diaz.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as submitted

Motion/Second: Vice Mayor Dominguez/Councilmember Nuñez

Motion carried by a vote of:	AYES: 4
	NOES: 0
	ABSENT: 1 (Phan)

PUBLIC FORUM

None.

**1. Residential Short Term
Rental Regulations**

Economic Development Coordinator Daniel Degu addressed the Council on community engagement efforts regarding the issue of short term residential rentals. Staff provided a recommendation to the Council on regulation of such rentals via adopted ordinance. 341 short term rentals were found online, when researched by staff, which were primarily rooms in single family homes. Eight types of regulations could be considered, and the City already had two of those while they were not enforced. Further limitations were possible. Mr. Degu listed eight questions for the Council's consideration.

Mayor Tran was supportive of the agenda item and having short term rentals in the city.

Councilmember Nuñez asked for some clarifications. He thanked staff for thorough information provided. He saw opportunity for dollars to come in to the city from this regulation.

Vice Mayor Dominguez asked about cost for the use of a third party vendor. Mr. Degu replied he could look into that and get back to Council.

Councilmember Phan asked – regarding long term rentals – was there any revenue to the City? Staff replied no, if the rental was longer than 30 days (no Transient Occupancy Tax). Mr. Phan asked if there could be incentives to encourage owners of rental units to rent long term since there was a housing shortage in the area. He supported regulation of Air B'n'B type rentals, while he was concerned about the greater needs for housing in the City.

City Manager Edmonds-Mares commented on the need for fairness and equity with businesses that paid for a business license and Transient Occupancy Tax. Council could maybe consider limiting number of days per year for rentals, to help the neighborhoods.

Councilmember Montano noted the newly adopted Transient Occupancy Tax (TOT) rate at 14%, with competition for hotels and more automobiles in the neighborhoods. Economic benefits were to be gained, considering short term rentals as potentially helpful but with some drawbacks.

Vice Mayor Dominguez asked who controlled the possible 60 days versus 30 days stay at a unit, and how would it be known to collect TOT or not. She mentioned converted garages being rented out as Air B'n'B units with no permit, and wanted to know about parking constraints at these short term rentals, too.

Councilmember Montano asked if regulations were passed, would money be put into a special fund and the City Manager replied: into the General Fund. The Councilmember suggested that money could be put into a special fund to be used for affordable housing.

Councilmember Phan asked if there could be a Housing Impact Fee for hotels and rooms rented, so as not to dilute housing available. That could be explored, such as in Redwood City.

Councilmember Nuñez asked what direction staff sought. Mr. Degu displayed a slide with three policy options for Council's consideration regarding regulation: to amend the zoning code to allow short term rentals (direct City Manager to explore voluntary collection agreement with Air B'n'B), to amend zoning code to prohibit all transitory lodgings, or to exempt short term rentals from all local regulation except business license and hotel tax. Mr. Nuñez supported Option 1 as did the Mayor.

Motion: to direct staff to return to City Council with recommendation to adopt an ordinance that would permit short term residential rentals under local regulations

Motion/Second: Councilmember Montano/Councilmember Phan

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

At this time, Deputy City Attorney Heather Lee asked the Mayor and Councilmember for disclosure on any conflicts of interest or campaign contributions from any entity on the agenda and not were reported.

4. FY 2018-19 Mid Year Budget review & Resolution

Assistant City Manager Ashwini Kantak presented Recommended Ongoing funding requests at the MidYear for the Fiscal Year 2018-19's budget. She displayed staffing requests in four City departments: Human Resources, Fire, Police, and Recreation. Ms. Kantak listed the mid-year phase II summary of approximately \$1,000,000 in spending requests. Action on requested classification changes were sought at this meeting by Council Resolution.

Staff discussed FY 2018-19 General Fund Reserves which were healthy, along with a revised 5-year projection (which would come back to City Council soon). Urgent needs were requested for funding at this meeting, with non-urgent requests to be included in the future FY 2019-20 budget proposal.

Budget Manager Feliser Lee reviewed key upcoming dates for budget planning and development of the FY 2019-20 budget, with four recommendations.

Mayor Tran commented and was especially supportive of needs in Human Resources with regard to recruiting employees.

Regarding a request for Community Services Officers (CSO) in the Police Department, Councilmember Phan asked if it was a pilot program, and Chief Corpuz said no. It was a request of staff to support officers and the community, as the need was growing around the new BART station. The Chief explained further use of the CSOs, if approved and hired.

Councilmember Phan asked Human Resources Director Liz Brown some questions on staff requested. He asked if the Assistant Human Resources director would fill the role of labor negotiator and about the process on grievances in this city.

Vice Mayor Dominguez advocated for a third party for complaints, as was happening in other government agencies, out of Human Resources and to be transparent with process. On the Assistant Director position, she noted City staff were under the City Manager and Councilmembers go through her to ask questions. She felt this request was “top heavy” and not what the community needed. To get things done, HR needed more staff “at the bottom” not more management. Ms. Brown responded on staff needed, risk, and job titles that could vary.

Councilmember Nuñez agreed with his colleagues and asked for explanation of reclassifications on firefighters, related to a new tiller truck. Fire Chief Sherrard reported that the new vehicle was due to be delivered and a higher level of expertise was needed for operating this. The request included new the job classification of Fire Engineer with a slight change in salary.

Councilmember Nuñez asked the Police Chief on how the police services would grow with the CSOs, and tasks they could do. Then, Police Officers can stay focused on crime and other high priority work. Mr. Nuñez clarified they would not be armed and did not have power to arrest. The Chief agreed they would be non-sworn personnel.

Councilmember Montano requested more information on the CSOs, and emphasized the need to hire bilingual staff especially at the high school. She wanted to be frugal and cost effective, and be sure not to overspend. She did not support the cost for the HR request while Council needed to watch spending and did not support two new HR positions.

City Manager Edmonds-Mares responded to many of the Council’s remarks, reviewing for the elected officials what the rationale for these positions was explicitly. She emphasized the need for updated policies in Human Resources, along with new policy development.

Councilmember Nuñez clarified expenditure requests noting immediate costs versus ongoing costs, as identified. He agreed with all the staff requests, including changes suggested by the City Manager. He suggested getting policy information from the League of Cities. On the Recreation Services staff item, maybe it was not needed at this time and could wait for the regular budget cycle discussion.

Motion: to approve the following actions:

1. Received staff report on Updated Five-Year Projection and General Fund Reserves for Fiscal Year ended June 30, 2019.
2. Approved budget changes to update FY 2018-19 Revenues and Expenditures as presented; and appropriated FY 2018-19 Midyear Phase II Budget adjustments including two capital expenditures and one CIP funding need (both one-time expenditures).
3. Adopted Resolution No. 8846 amending the City’s Classification Plan, establishing new classifications, position authorizations and reclassifications for Police and Fire departments. Did not approve new classification nor funding for Assistant Human Resources Director nor reclassification of a Recreation Services position. Directed staff to return to City Council with new classification for Labor Relations position in Human Resources.
4. Received a report on the use of the contingency reserve.

Motion/Second:

Councilmember Montano/Councilmember Nuñez

Motion carried by a vote of:

AYES: 4

NOES: 1 (Phan)

5. Alta Planning Agreement for Trails Master Plan and Pedestrian Plan

City Engineer Steve Erickson explained that approval was sought for a budget appropriation of \$110,000 from the FY 2017-18 General Fund surplus toward the Trails and Bikeway Master Plan and to authorize the City Manager to sign a contract with Alta Planning.

Councilmember Montano asked staff to add the Open Space Authority to the list for seeking grants for the trails.

Motion: to approve a budget appropriation of \$110,000 from the FY 2018-19 estimated General Fund surplus to Trails and Bikeway Master Plan Update, Project No. 3448; and to authorize the City Manager to execute a Consultant Services Agreement with Alta Planning and Design in the amount of \$193,183 for Professional Services for the Trails and Bikeway Master Plan Update, Project No. 3448

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

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

REPORTS

2. Mayor Appointments to Commissions

Vice Mayor Dominguez supported recommendations put forward by the Mayor for appointment to two seats on the Milpitas Planning Commission.

Mayor Tran stated he wanted to appoint a couple persons each month to Commissions, including on the Planning Commission, with his goal to add more women on the Planning Commission.

Councilmembers discussed varying approaches to interviewing and considering Commission applicants for appointment. Councilmember Montano sought to have formal interviews in public of the Planning Commission applicants, while others wished to allow for one appointment by each Councilmember.

Motion: per Mayor's recommendations, appoint Bill Chuan (term expires end of December 2020) and Timothy Alcorn (term expires end of December 2021) to the Planning Commission, and re-appoint Commissioners Denny Weisgerber, Ed Ackerman, Liliana Ramos and William Devereux to new terms of 3 years (expiring in February of 2022) each on the Milpitas Veterans Commission

Motion/Second: Vice Mayor Dominguez/Councilmember Nuñez

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

3. City Council Subcommittees

Councilmembers responded to the proposed list of three Council Subcommittees that Mayor Tran had put forward (in the agenda packet).

Councilmember Nuñez recommended that the Finance Subcommittee review all contracts and expenditures over \$100,000 and review the City Manager's credit card statements. Those should be available to the public to see, and the City Manager responded she could send that to the full City Council and post the records on the website. Then, the Subcommittee would be scheduled to meet only as needed.

Motion: to approve the Mayor's list of three subcommittees and the appointment of Mayor Tran and Councilmember Montano to the Finance Subcommittee, City/School Communication Committee, and Transportation Subcommittee, to maintain the Subcommittee on Cannabis (Councilmembers Phan and Nuñez), and to post financial items online allowing the Finance Subcommittee to meet only as needed

Motion/Second: Councilmember Nuñez/Councilmember Montano

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

ADJOURNMENT

Mayor Tran adjourned the special meeting at 9:44 PM in honor of Adrian Ranger, from the community of Sunnyhills, who'd recently passed away.

*Meeting minutes respectfully drafted and submitted by
Mary Lavelle, City Clerk*

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of: **Regular & Special Meetings of Milpitas City Council**
Date: **Tuesday, March 5, 2019**
Time: **6:00 PM Special Meeting**
7:00 PM Open Session – Regular Meeting
Location: **Council Chambers, Milpitas City Hall,**
455 East Calaveras Blvd., Milpitas

**CALL TO ORDER
SPECIAL MEETING**

Mayor Tran called special meeting to order at 6:07 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano, Nuñez and Phan

ABSENT: None

**APPROVAL of SPECIAL
MEETING AGENDA**

By motion of Councilmember Nuñez and seconded by Councilmember Montano, the Council approved the special meeting agenda on a unanimous vote.

PRESENTATION

Mayor Tran proclaimed March 2019 as Youth Arts Month, and presented the proclamation to Jennifer Jentzen of the Santa Clara County Office of Education.

PUBLIC FORUM

None

ANNOUNCEMENT

City Attorney Chris Diaz asked if Councilmembers had any conflict of interest on the agenda item and all replied no.

**1. Citywide Community
Engagement 2019 Survey**

Public Information Officer Jennifer Yamaguma introduced Curtis Below of the FM3 consulting firm, who gave a presentation on the recently conducted survey of Milpitas community residents. He detailed the methodology, questions asked in nearly 800 interviews, in various languages, asking residents their opinion on city services, staff and officials, infrastructure, government, communication and related matters.

Results overall were quite positive, as he revealed with various data, including comparisons to some neighboring communities, e.g. 76% of respondents would recommend to others they know to live in Milpitas. Survey was conducted in January 2019 with 788 interviews.

City Councilmembers commented on the information presented and thanked Mr. Below.

ADJOURNMENT

Mayor Tran adjourned the Special Meeting at 7:12 PM.

Mayor Tran said City Council would take a short break before the regular meeting started.

**CALL TO ORDER
REGULAR MEETING**

Mayor Tran called regular meeting to order at 7:25 PM. City Clerk Mary Lavelle called the roll.

PRESENT: Mayor Tran, Vice Mayor Dominguez, Councilmembers Montano, Nuñez and Phan

ABSENT: None

PLEDGE OF ALLEGIANCE

Two members of Boy Scouts Troop No. 92 and one from Troop No. 110 presented the colors and led the pledge of allegiance.

INVOCATION

Councilmember Montano offered a prayer to start the meeting.

PUBLIC FORUM

Rob Means, resident, read from news in The Washington Post related to the President.

A man, resident, commented on what he heard about a County Supervisor's proposal for a homeless shelter in Milpitas. He'd contacted Supervisor Dave Cortese about it. He read aloud an email response and wanted to know how the City Council would protect the City.

City Manager said the Director of Building & Housing could update the speaker.

Vice Mayor Dominguez invited the public to visit the city website on this issue, and the city was actively involved in conversation on the issue of "Hope Village."

Councilmember Nuñez requested when the Council meets again, to put the topic on the agenda, and if there was something City could put out, staff was working to resolve the issue and communicate to get this out.

Voltaire Montemayor, resident, survey, thanked the Council for the special meeting, March as Arts for Youth month, and urged to reduce homelessness.

ANNOUNCEMENTS

None

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

The City Attorney asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, none were reported.

APPROVAL OF AGENDA

Motion: to approve the meeting agenda, as submitted

Motion/Second: Councilmember Nuñez/Councilmember Phan

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

CONSENT CALENDAR

Motion: to approve the Consent Calendar including agenda items no. 1 and 3 - 7

Councilmember Nuñez requested to remove item no. 2 meeting minutes

Motion/Second: Councilmember Montano/Vice Mayor Dominguez

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

Mayor Tran wanted to hear agenda item no. 10, after no. 2 in the order of items.

*1. Council Calendars

Accepted City Council calendar for March 2019.

2. Meeting Minutes

Councilmember Nuñez asked questions about item no. 14 (MidYear FY 2018-19 budget) on February 19 meeting minutes. Staff clarified to him that what he inquired about was action on the mid-year budget update that would be reflected in the meeting minutes of February 26 special City Council meeting, to be presented on a future meeting agenda.

Motion: to approve City Council meeting minutes of February 19 and 22, 2019

Motion/Second: Councilmember Nuñez/Councilmember Montano

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

- | | |
|--------------------------------------|---|
| *3. Adopt a Resolution | Adopted Resolution No. 8848 to initiate proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 95-1, McCarthy Ranch. |
| *4. Adopt a Resolution | Adopted Resolution No. 8849 to initiate proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation of the Annual Engineer's Report for Landscaping and Lighting Maintenance Assessment District No. 98-1, Sinclair Horizon. |
| *5. PFA & Council: Adopt Resolutions | Adopted Resolution No. PFA 24 and City Council Resolution No. 8850 authorizing investment of monies in the Local Agency Investment Fund - to update officers' information and signatures. |
| *6. Out of State Travel | Authorized out of state travel for Assistant Police Chief Kevin Moscuza to attend the FBI National Academy Graduation in Quantico, VA on March 14-16, 2019. |
| *7. RFP for Digital Billboard | Directed the City Manager to issue a Request for Proposals from qualified vendors to construct and manage a digital billboard on City-owned property at the northern terminus of Barber Lane. |

8. 2019 Weed Abatement

Mr. Moe Kumre from County agriculture office was present to answer any questions.

Voltaire Montemayor, resident, said abatement was an important function, along with public safety to solve the weeds problem.

Motion/Second: Councilmember Phan/Councilmember Nuñez

(2) Motion: to adopt Resolution No.8851 directing the County of Santa Clara Consumer and Environmental Protection Agency - Weed Abatement Program to abate the nuisance, keep an account of the cost, and embody such account in a report and assessment list to the City Council in accordance with the Milpitas Municipal Code

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

Residential in-lieu fees were proposed based on nexus study results.

Ms. Goei continued stating that staff proposed a fee of \$33 per ownership unit, across the board for residential in-lieu fees, for all types of structures (single family, townhome, condo or apartment) and to make it effective July 1, 2019 – at the start of the new fiscal year.

Economic Development Director Alex Andrade addressed the Council on the non-residential (commercial) impact fees. Consultant Keyser Marston recommended a fee of \$4-\$8 per square foot. Fees varied widely across Silicon Valley cities and examples were given, in particular regarding City of Fremont.

Next, Mayor Tran opened the public hearing.

Huascar Castro, Silicon Valley at Home, thanked staff for outreach work and engagement, and his group supported these fees as proposed and modeled on City of Fremont. He did not support exemption for Class A spaces while \$33 across the board for residential, he supported.

Allyson McDonald, resident, supported what the previous speaker said. Housing was really needed for the many people who come to Milpitas to work. She was concerned about staff proposed fees for commercial building that was less than Fremont – the City needed the higher fee. She said it was better to set fees at a level that would encourage developers to build the affordable units from the start.

Voltaire Montemayor, resident, talked about three participants, cannot deter developers, and the need to help workers to live here.

Armando Gomez, representing McCarthy Ranch and its coming projects, addressed non-residential developer fees and impact on its plans. He was glad to be able to work with staff over the last few months. He and McCarthy appreciated the staff recommendation on the commercial fees, which would be competitive.

(1) Motion: to close the public hearing, following four speakers

Motion/Second: Councilmember Montano/Councilmember Nuñez

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

Councilmember Nuñez had many questions for staff. A Keyser Marston representative responded to him about the 2015 nexus study. Mr. Nuñez did not want to allow exemptions on the commercial side, as staff proposed.

Councilmember Phan asked about fees proposed for non-residential impact fees. He wanted to go with the Fremont model (not the slightly lower rates staff proposed). Phase it in, like City of Fremont. He asked if exemptions would have a sunset date, which he encouraged.

Councilmember Montano asked questions about units and build out in the Transit Area. She supported the residential fees as proposed, the Fremont model on commercial fee, and Mr. Phan's idea to sunset the exemptions recommended.

Vice Mayor Dominguez asked if the sunset of commercial fees would affect projects in the queue. She commended further and was in support of the fees proposed, and following Fremont on commercial rates. She did not support any exemption.

Mayor Tran commented, and supported the suggested fees for affordable housing. He saw a need for Class A office space, so he supported staff's request to exempt that from fees.

Motion: to receive staff report and adopt Resolution No. 8852 - with modifications - establishing residential (\$33) and non-residential (based on City of Fremont, \$8.00 commercial and \$4.00 industrial) affordable housing fees and integrating the fees into the City's Master Fee Schedule and making findings of CEQA exemption, and not include any exemptions on commercial fee

Motion/Second: Councilmember Phan/Vice Mayor Dominguez

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

COMMUNITY DEVELOPMENT

10. Presentation by BAAQMD Staff re: Odor

This item was heard immediately following the consent calendar.

City Engineer gave a presentation updating City Council on recent actions related to odor monitoring and mitigation, and work of South Bay Odor Stakeholders Group, including community air monitoring program.

Public Works Director Tony Ndah responded to Councilmember Montano about the odor monitoring devices. Councilmembers Nuñez and Phan addressed questions to Mr. Ndah on the odor monitoring program.

Mr. Erickson introduced two men from Bay Area Air Quality Management District. Mr. Jack Broadbent, executive officer of the District, addressed the Council about odor issues and started with some history and background about the District, headquartered in San Francisco. Mr. Wayne Kino, Deputy Air Pollution Control Officer, was also present. Both men responded to questions from the City Council. They described a comprehensive study to learn what sources caused the odor in Milpitas.

Eric Stevenson, meteorologist, came up to reply to questions from Mr. Phan and Mayor Tran. Mr. Kino complimented the active citizens in Milpitas, who'd helped identify potential sources of odor in the city.

Next, Mayor Tran invited speakers from the audience.

Anthony, resident of more than 10 years, expressed thanks to Mayor and Councilmember Nuñez recognizing the importance of the odor problem, and need for the study.

Ray Zhang, 18 year resident, recalled the landfill smell about twice a year when he first lived in City. Smell was better now but not fully controlled. He wanted to hear about high tech.

Antoinette Stein, resident, had a PhD in air quality, and urged some testing in or near schools.

Voltaire Montemayor, resident, noted the smell at Newby, not sure about limiting sources and need to cover sources to reduce the smell.

A woman ask the agency to update existing odor reporting method, via its 1-800 number. She urged having a mobile app since that was more modern. She would like regular updates to the community about the odor monitoring study.

George Liu, resident, most recently it's been challenging to live here due to the smell, which was not always how it was in the past.

Mr. Tran, resident more than 15 years, current system to report odor does not work well. So come up with new system after odor monitoring good

Jessica, lived in city more than 20 years, said this issue was very important to residents. City Manager could provide more data.

Ethan lived in city more than 10 years, heard good news from the District this evening. Detectors data should be accessible by the public, including via mobile app.

A man, resident of five years, had experience the odor problem. Appreciated there would be a study on odor. Had questions for Mr. Broadbent.

Fa, lived in Milpitas for 19 years, said to BAAQMD, that multiple sources were sharing waste streams. Wanted to understand how district would figure out sources if that was true.

Ling Kong, resident over 12 years, thanked City Council and Kansen Chu's office, noted there were lots of violations noted over last 5 years but taking awfully long time to address and fix those. Need to expedite the situation. Mr. Broadbent commented in response.

Ken, resident of Milpitas, nobody was denying the issue of odor. Did not see any real enforcement of violations noted. More data, more studies and he wanted action.

A man, resident, commented on landfill contributing to air pollution, and water pollution.

A woman said thank you for having this issue discussed, and it was not easy with this process. Talked about data analysis. Publish the data, she urged.

Anurag Pal, from Assemblymember Kansen Chu's office, thanked BAAQMD, and the issue of odor was a major concern of Mr. Chu. He will continue to introduce legislation for actions.

Cindy, lived in City for 16 years, concern for the odor issue for a long time. How will Council decide to resolve the issue of Odor (not passive solution)? Landfill is too close to the city.

Robin Chen, resident, referred to a past meeting on odor concerns, with BAAQMD. Heard about mobile truck for monitoring odor back then. Mr. Kino responded to her question.

Dwayne Vanluden, resident, spoke about different jurisdictions for differing odor sources. Wanted to confirm that all odor complaints now should go in to BAAQMD hotline, and Mr. Broadbent said yes.

A man, lived in South Fremont, was part of odor group for some time. Studied particulate matters. Sensor networks would provide good solid data, and then make progress.

Mayor Tran thanked the guests from BAAQMD who came to the meeting.

Motion: to accept odor update and receive the presentation from Bay Area Air Quality Management District staff

Motion/Second: Councilmember Vice Mayor Dom/Montano

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

**11. Contract with Alta
Planning for 3rd floor City
Hall layout design**

Councilmember Nuñez commented on why he did not support the staff recommendation, and said he would not support the expenditure. He'd rather support the cost for three Community Service Officers for the police department instead.

Councilmembers and the Mayor commented additionally on staff recommendation for the contract for design services for the third floor of City Hall, without consensus to support the contract. There was not full support for re-design of the offices, as proposed, nor to spend City funds on the project.

Without support, and no motion made, no vote was taken on this item.

12. Preview Next Agenda

Council reviewed and discussed items for the March 19 Regular City Council meeting agenda.

ADJOURNMENT

Mayor Tran adjourned the meeting at 11:12 PM.

Item Attachment Documents:

C3. Adopt a Resolution to Accept the 2018 Emergency Management Performance Grant (EMPG) Funds, Authorize the City Manager or Designee to Execute the Related Agreement with the County of Santa Clara, and Appropriate Funds (Staff Contact: Toni Charlop, 408-586-2801)

Recommendations:

Adopt a Resolution to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager (or designee) to execute the related Agreement with the County of Santa Clara.

Approve a budget amendment to appropriate funds in the amount of \$4,200 to the Fire Department's FY 2018-19 Operating Budget.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Accept the 2018 Emergency Management Performance Grant (EMPG) Funds, Authorize the City Manager or Designee to Execute the Related Agreement with the County of Santa Clara, and Appropriate Funds
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2019
Staff Contact:	Toni Charlop, 408-586-2801
Recommendations:	1. Adopt a Resolution to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager (or designee) to execute the related Agreement with the County of Santa Clara. 2. Approve a budget amendment to appropriate funds in the amount of \$4,200 to the Fire Department's FY 2018-19 Operating Budget.

Background: Santa Clara County has received EPMG funding from State Office of Emergency Services. Annually the Santa Clara County Operational Area Signatories vote to decide how the funding should be spent. The Milpitas Office of Emergency Services has been awarded \$4,200 to be spent as follows:

1. California Emergency Services Association Annual Training & Conference: \$1,300
2. Emergency Manager Professional Development: \$2,900

Analysis: The EMPG grant will cover a majority of the cost of annual training for the City's Emergency Services Coordinator.

Policy Alternatives:

Alternative 1: Do not accept the grant funding.

Pros: None

Cons: City to fund the Emergency Services Coordinator's training.

Reason not recommended: Rejection of this recommendation will cost money to the City for staff training.

Fiscal Impact: Any costs not covered by the EMPG funding will be paid through the Fire Department's Office of Emergency Services training budget, which already has funding to cover such unencumbered costs. A budget amendment to appropriate \$4,200 to the Fire Department's FY 2018-19 Operating Budget will be required.

California Environmental Quality Act: Not Applicable

Recommendations:

- 1) Adopt a Resolution to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager (or designee) to execute the related Agreement with the County of Santa Clara.
- 2) Approve a budget amendment to appropriate funds in the amount of \$4,200 to the Fire Department's FY 2018-19 Operating Budget.

Attachments:

- a) Resolution
- b) 2018 EMPG Agreement
- c) Budget Change Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS TO ACCEPT THE 2018 EMERGENCY MANAGEMENT PERFORMANCE GRANT ADMINISTERED BY THE COUNTY OF SANTA CLARA AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE THE RELATED AGREEMENT WITH THE COUNTY OF SANTA CLARA

WHEREAS, the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos, Los Altos Hills, and the County of Santa Clara (“County”) are parties to the 1994 Operational Area Interim Agreement that provides for emergency preparedness in County; and

WHEREAS, the Santa Clara County Emergency Operational Area Council (“OAC”) is the advisory body of the Santa Clara Operational Area in matters affecting disaster preparedness throughout the Operational Area. OAC membership includes five city council members representing cities in the Operational Area, as well as the Santa Clara Valley Water District, County Executive, County Board of Supervisors, City Managers’ Association, Police Chiefs’ Association, Fire Chiefs’ Association, County Public Health Department, Valley Transportation Authority and emergency management representatives; and

WHEREAS, the County Civil Protections and Emergency Services Ordinance establishes the OAC and endows the OAC with governing body authority to enhance planning and preparedness for large-scale emergencies in the Santa Clara County Operational Area, including by making funding allocation decisions for Emergency Management Performance Grant (“EMPG”) funding awarded by the United States Department of Homeland Security to the California Office of Emergency Services (“Cal OES”), and subsequently sub-awarded to the County; and

WHEREAS, Cal OES awarded the County 2018 EMPG funding in the amount of \$519,832 on November 15, 2018, for the purpose of sustaining and improving comprehensive emergency management programs; and

WHEREAS, the Agreement Between the County of Santa Clara and the City of Milpitas Granting Program Funds for the 2018 Emergency Management Performance Grant (the “Agreement”) is entered into to allocate the sum of \$4,200 from the County to the City of Milpitas, so that City may implement the “2018 CESA Annual Training & Conference” and “Emergency Manager Professional Development” projects as provided for under this Agreement and specified Exhibits B and C to the attached Agreement. The performance period for County for this grant expires on June 30, 2019. The performance period for City for the sub-grant expires on April 30, 2019.

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 accepts the 2018 Emergency Management Performance Grant funds in the amount of \$4,200 administered by the County of Santa Clara and authorizes the City Manager, or his designee, to execute the Agreement with the County of Santa Clara attached hereto as **Exhibit A** for the allocation and distribution of the grant funds.

PASSED AND ADOPTED this ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF MILPITAS GRANTING PROGRAM FUNDS FOR THE
2018 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

THIS AGREEMENT is made effective July 1, 2018, by and between the County of Santa Clara (“County”) and the City of Milpitas (“City”) for the allocation and distribution of 2018 Emergency Management Performance Grant (“EMPG”) funds.

RECITALS

WHEREAS, the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos, Los Altos Hills, and the County of Santa Clara, are parties to the 1994 Operational Area Interim Agreement; and

WHEREAS, the Santa Clara County Emergency Operational Area Council (“OAC”) is the advisory body of the Santa Clara Operational Area in matters affecting disaster preparedness throughout the Operational Area. OAC membership includes 5 city council members representing cities in the Operational Area as well as Santa Clara Valley Water District, County Executive, County Board of Supervisors, City Managers’ Association, Police Chiefs’ Association, Fire Chiefs’ Association, County Public Health Department, Valley Transportation Authority and emergency management representatives; and

WHEREAS, the County Civil Protection and Emergency Services Ordinance establishes the OAC and endows the OAC with governing body authority to enhance planning and preparedness for large-scale emergencies in the Santa Clara Operational Area, including by making funding allocation decisions for EMPG funding awarded by the United States Department of Homeland Security to the California Office of Emergency Services (“Cal OES”), and subsequently sub-awarded to County; and

WHEREAS, Cal OES is expected to award County 2018 EMPG funding in the amount of \$519,832 by November 15, 2018 for the purpose of sustaining and improving comprehensive emergency management programs;

NOW, THEREFORE, this AGREEMENT is to allocate the sum of **\$4,200** from County to City, so that City may implement the “2018 CESA Annual Training & Conference and Emergency Manager Professional Development” project as provided under this Agreement and specified in the EMPG Grant Certifications and Assurances, Exhibit B. The performance period for County for this grant expires on June, 30, 2019. The performance period for City for the subgrant expires on April 30, 2019.

County and City agree as follows:

THE AGREEMENT

Article I. Definitions

1. Specific Terms

- (a) **“Burdened Labor Rate”** shall mean the labor rate including benefits, taxes and other deductions from an employee’s paycheck. This rate does not include vacation benefits. The hourly burdened labor rate is used to calculate City’s match obligation.

- (b) **“City”** shall mean the City of [Milpitas], its officers, board members, employees, and agents.
- (c) **“County”** shall mean the County of Santa Clara, its officers, board members, employees, and agents.
- (d) **“EMPG funds”** or **“EMPG funding”** shall mean the funding City receives under this Agreement.
- (e) **“Federal Program Guidance”** shall mean guidance documents issued by the Federal Emergency Management Agency, including the EMPG Program Funding Opportunity Announcement, for Fiscal Year 2018.
- (f) **“Grant Certifications and Assurances”** shall mean the FY18 EMPG Agreement Articles, Assurances, Certifications, Terms, and Conditions
- (g) **“Highly Compensated Individual”** shall mean an individual whose income is \$300,000 or more per year.
- (h) **“Prime Recipient”** shall refer to County.
- (i) **“Project Manager”** shall refer to the City employee identified as “Requestor” on an EMPG Project Proposal form.
- (j) **“Spend Plan”** shall mean a written document that explains the project on which City intends to spend 2018 EMPG funding, including project deliverables and milestone dates by which any funds allocated to City must be spent.
- (k) **“State Guidance”** shall mean the California Supplement to the Federal Program Funding Opportunity Announcement, issued by Cal OES for Fiscal Year 2018.
- (l) **“Subgrant”** shall mean funds awarded to the City under this Agreement.
- (m) **“Sub-Recipient”** shall refer to City.

2. References to This Agreement

Any reference to this Agreement shall include: (a) the Agreement; (b) all exhibits, appendices, schedules, and attachments to this Agreement; (c) all statutes, ordinances, regulations, rules, or other documents incorporated by reference into this Agreement; (d) all amendments, modifications, or supplements to this Agreement.

Article II. Allocation and Spend Plans

1. Allocation.

The 2018 EMPG funds shall be disbursed pursuant to the County’s FY 2018 EMPG Grant application for each City. County shall reimburse to City funds that City expends under the 2018 EMPG program for eligible expenditures. The amount for City shall not exceed **\$4,200**, unless additional funds become available under the 2018 EMPG program following the execution of this Agreement. If additional funds

are allocated, an amendment to this Agreement shall follow.

City acknowledges and agrees that County shall have no obligation to disburse EMPG funds to City until County and City have fully and finally executed this Agreement.

City acknowledges and agrees that County shall have no obligation to disburse EMPG funds to City unless and until the State of California has awarded County \$519,832 in FY 2018 EMPG funding.

2. Spend Plans

Upon execution of this agreement, City shall provide County with Spend Plans for review by County's Office of Emergency Services ("OES") Director or designee. All Spend Plans must be approved by County's OES Director or designee based on projects County has submitted to the State for the 2018 EMPG program. If County's OES Director does not approve City's Spend Plan, County OES shall notify City, and City shall have 10 days from the date of the notice to submit a revised Spend Plan to County OES for approval or risk reallocation of funds. City's Spend Plans are a required part of this MOU.

Article III. Requests for Reimbursement and Reimbursements

1. Required Documentation for Reimbursement

The EMPG is a reimbursement grant under which Cal OES disburses reimbursement funds to County, and County disburses reimbursement funds to City. No cash advances are permitted under the EMPG program.

The EMPG is a matching funds grant that requires City to provide a dollar-for-dollar match for any EMPG funds it receives. All invoices/ requests for reimbursement from City must include appropriate documentation such as receipts or payment records as well as other documentation required under Federal or State grant program requirements (see Article III).

(a) Requests for Equipment

City is solely responsible for procuring any equipment under this Agreement in accordance with Federal requirements for procuring grant funded equipment; and, if more restrictive, applicable City procurement policies and requirements.

Prior to purchasing any equipment under this Agreement, when required, City must submit an Environmental and Historic Preservation (EHP) Screening form and receive written approval from FEMA.

The following documentation must be provided along with any reimbursement requests for equipment:

- Quote or solicitation documents
- Summary of pricing and chosen vendor
- Documentation that vendor is not on the excluded parties list (<https://sam.gov/>) a print-out of the search result page will suffice)
- Purchase order and/or contract

- Receiving documentation/packing slip
- Invoice
- Proof of payment

All equipment must be indicated in the Spend Plan City submits to County, and must be authorized per the web-based Authorized Equipment List published by FEMA and available via: <https://www.fema.gov/authorized-equipment-list>.

(b) Subcontracts

Subcontracts totaling \$25,000 or more require preapproval from the County. If City is allowed to award subcontracts totaling \$25,000 or more, it must report on any such subcontracts and on Highly Compensated Individuals on the Financial Disclosure Form, Exhibit E, within 30 days of the award. The following information must be included in City's report on any sub-award exceeding \$25,000:

- Name of entity receiving award;
- Amount of award;
- Funding agency;
- Catalog of Federal Domestic Assistance program number;
- Award title (descriptive of the purpose of the funding action);
- Location of the receiving entity and primary location of performance including city, state, and federal Congressional district;
- Dun & Bradstreet (D&B) DUNS Number of the receiving entity, and of its parent if applicable; and
- Total compensation and names of receiving entity's five most highly compensated executives if:
 - o In the preceding fiscal year, the subcontractor received 80 percent or more, and \$25,000,000 or more, of its gross annual revenue from federal procurement contracts or subcontracts or from federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.230; and
 - o The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or under section 6104 of the Internal Revenue Code of 1986.
 - o City must report subcontractor executive compensation by the end of the month following the month in which it makes the subaward. For example, if the subaward is obligated in any date in April 2019, City must report any required compensation information by May 31, 2019.

Classified information that, in the interest of national security, requires protection against unauthorized disclosure (i.e., information deemed Top Secret, Secret, or Confidential under Executive Order 12958) is exempt from the Prime and Sub-Recipient reporting requirements, as are contracts with individuals.

(c) Sole Source Contracts

Sole source contracts of \$150,000 or more are not allowable under the EMPG program unless first approved by Cal OES. City must obtain sole source request documentation and submit it

the Grants Manager of County's OES. Upon City's completion and submission of the required sole source documentation, County's Grants Manager shall forward all sole source documents to the appropriate Cal OES contact for review and approval. Only after Cal OES approval is given can a sole source procurement be completed and expenditures reimbursed using EMPG allocated funds. All sole source procurements must follow Federal procurement requirements for grants and, if more restrictive, the City's own procurement policies.

(d) Grant Funded Personnel

EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes M&A staff funded by EMPG Program funds. All EMPG Program funded personnel shall complete the training requirements in Article IV, Section 2 (c) by December 31, 2018.

Recorded proof of completion, such as all certificates of completion, must be submitted by the City to County (OES) before any reimbursements to the City will be made. In any case, proof of completion must be provided by December 31, 2018.

Documentation of participation in exercises is also required by the grant and progress towards meeting this requirement must be reported to the grant manager at least quarterly.

Time reporting requirements: To receive payments for personnel costs, City must submit time and payroll documentation that meets Federal Grant, State Grant (CalOES) and County reporting requirements.

(e) Other Requests

The following documentation is required for all reimbursement requests for contractors:

- Quote or solicitation documents
- Executive summary of how contractor was chosen
- Documentation that vendor is not on the excluded parties list (<https://www.sam.gov/>) (a print-out of the search result page will suffice)
- Purchase order and/or contract
- Invoice showing deliverables and milestones completed
- Proof of payment
- Financial Disclosure Form (Exhibit E) if awarded contract exceeds \$25,000

2. Submission of Requests for Reimbursement

(a) City shall submit reimbursement requests to County's OES (see Article V.1 below) on at least a quarterly basis, as detailed in the chart below. Unless pre-approved by County's OES Director or designee, all reimbursement requests shall be due fifteen calendar days after the end of the quarter, with the exception of the final expenditure and/or invoice, as indicated below. Any expenditure during the final period identified in the chart below shall be made by April 15, 2019, and any related invoice shall be submitted by April 30, 2019, unless otherwise pre-approved by County's OES Director or designee, in order to meet 2018 EMPG deadlines. Reimbursement requests shall be due for expenditures during specified periods as follows:

For Expenditures During the Period:	Due Dates for Reimbursement Requests:
July 1, 2018 through December 31, 2018	February 28, 2019
January 1, 2019 through April 15, 2019	April 30, 2019

- (b) During the term of this Agreement, County is not obligated to honor any request for reimbursement that is submitted after the due dates for reimbursement requests for expenditures within a given quarter as specified above in Article II, Section 2(a).
- (c) All grant funds not claimed by City via a proper reimbursement request, which includes all required documentation, by April 30, 2019 will be forfeited. County may then determine how to spend those funds in accordance with grant requirements.

Article IV. Use of Funds

1. Master Grant Obligations

- (a) City shall comply with the EMPG Federal Program Guidance, the State Guidance, and the Grant Certifications and Assurances, attached as Exhibit B. City shall require any subgrantee, contractor, or other entity receiving EMPG funds through or from City to execute a copy of the Grant Certifications and Assurances, and shall be responsible for ensuring that subgrantee, contractor, or other entity complies with the Grant Certifications and Assurances.
- (b) City shall ensure its Project Manager attends a grant kickoff meeting with County OES staff. Additionally, City shall ensure its Project Manager is available to meet with County OES staff upon request during the period of this agreement to report on progress on each project funded under this Agreement.
- (c) City shall comply with all other applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement, provided that if any provisions of this Agreement conflict with any State requirements, the State requirements will control. City shall ensure that any subgrantee, contractor, or other entity receiving EMPG funds through or from City complies with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement.
- (d) By executing this Agreement, City certifies that it is not debarred, suspended, or otherwise ineligible to receive EMPG funds. In addition, City shall ensure and independently verify that any subgrantee, contractor, or other entity receiving EMPG funds through or from City is not debarred, suspended, or otherwise excluded from participation in the EMPG program. City shall maintain documentary proof of this verification in its files.

2. Scope of Services

- (a) City shall use the funds granted under this Agreement only for the purpose of implementing applicable initiatives under the 2018 EMPG program, as indicated in Exhibit C, Program

Narrative. City shall not use the funds granted under this Agreement for any other purpose. County shall not be required to disburse funds to or otherwise pay City for services, materials, equipment, or supplies provided by City that are beyond the scope of the services, materials, equipment, or supplies agreed upon in this Agreement or a lawfully executed written amendment.

Indirect costs are allowable under the FY18 EMPG grant. Allowability of Indirect costs does not increase the total amount of the State, Operational Area or other sub-recipient (i.e. jurisdictions) grant awards. Claims for indirect costs therefore necessarily decrease the federal funds available to pay for direct project costs. Subawards are based on the direct cost of approved projects. Sub-recipients wishing to claim indirect costs must use an indirect cost rate in compliance with applicable Federal guidance and regulations including 2 C.F.R. § 200.68 and Subpart E.

- (b) All EMPG grant-funded personnel (e.g. an Emergency Preparedness Planner employed by the City under this grant) shall participate in no less than three exercises in a 12-month period. EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes contracted personnel, as well as M&A staff funded by EMPG grant funds. There is no specific requirement for level of “participation” in the exercises – i.e., observation and attendance satisfies the objective. The exercises can be of any type (e.g., Drills, Tabletop Exercises, or Functional) within the performance period (see <https://hseep.dhs.gov>). Participation in exercises by grant funded staff must be reported quarterly to ensure adequate progress is being made toward meeting this requirement.
- (c) To ensure the development of a professional emergency management workforce, all EMPG grant-funded personnel shall complete the following 11 training requirements and shall record proof of completion:
 - National Incident Management System (NIMS) Training:
 - i. IS 100 Introduction to Incident Command System
 - ii. IS 200 ICS for Single Resources and Initial Action Incident
 - iii. IS 700 National Incident Management System, An Introduction
 - iv. IS 800 National Response Framework, An Introduction
 - FEMA Professional Development Series:
 - v. IS 120.a Introduction to Exercises
 - vi. IS 230.d Fundamentals of Emergency Management
 - vii. IS 235.c Emergency Planning
 - viii. IS 240.b Leadership and Influence
 - ix. IS 241.b Decision Making and Problem Solving
 - x. IS 242.b Effective Communication
 - xi. IS 244.b Developing and Managing Volunteers

The aforementioned courses are all available for free on-line at the following links:
<http://training.fema.gov/IS/NIMS.aspx> & <http://training.fema.gov/emiweb/PDS/>

Note: The “G” course series and classroom-based equivalents can be used as an alternate to satisfy these training requirements. Past completion of the above courses (or qualifying equivalent) may be considered acceptable in meeting this requirement.

Article V. Term and Termination

1. Term of Agreement

This Agreement is effective from July 1, 2018 through June 30, 2019—the FY 2018 EMPG performance period established by the State for the County.

2. Availability of Funds

- (a) The parties acknowledge and agree that this Agreement is dependent upon the availability of County, regional, State and/or federal funding.
- (b) Budgetary Contingency: This Agreement is contingent upon the appropriation of sufficient funding by County for the products and services covered by this Agreement. If funding is reduced or eliminated by County for the products or services covered by this Agreement, County has the option to either terminate this Agreement with no liability occurring to County or to offer an amendment to this Agreement indicating the reduced amount.
- (c) The obligations of County to make payments in accordance with the provisions of this Agreement may be delayed, reduced or terminated as a result of any delay, reduction, or change in allocation or allotment in funding to County from federal, State or other regional funding sources.

3. Termination

- (a) Termination for Convenience. County shall have the option, in its sole discretion, to terminate this Agreement at any time without cause upon written notice to City. The written notice shall specify the date on which termination shall become effective, which shall be no less than seven (7) days from the date of the notice.
- (b) Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party. The written notice shall specify the date on which termination shall become effective, which shall be no less than thirty (30) days from the date of the notice. Termination for cause includes, but is not limited to, a material breach of this Agreement, a violation of any applicable laws, or failure to comply with applicable EMPG guidelines.
- (c) Opportunity to Cure. In the event of termination for material breach of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, specifying the breach/cause. The breaching party shall not be deemed in default and the non-breaching party shall not institute proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after the breaching party's receipt of the notice of breach, or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching party has commenced its cure, correction or remedy within the thirty (30) day period and diligently and continuously pursues that cure, correction or remedy.
- (d) If this Agreement is terminated, City shall return EMPG funding in accordance with EMPG program guidelines.

Article VI. Indemnification and Liabilities

1. Indemnification by City

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties under Government Code section 895.6, County and City agree instead that under Government Code section 895.4, City shall fully indemnify and hold County, its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this Agreement. This indemnity shall include, without limitation, reasonable attorneys' fees, consultants and experts and related costs, and County's cost of investigating any claim.

2. Duty to Defend

City acknowledges and agrees that its obligation to defend County under Article V.1: (a) is an immediate obligation, independent of its other obligations under this Agreement; and (b) applies to any claim, expense, cost, damage, or liability falling within the scope of Article V.1, regardless of whether the allegations made in connection with that claim, expense, cost, damage, or liability may be groundless, false, or fraudulent. County shall provide City with prompt notice of any claim, expense, cost, damage, or liability under Article V.1 and City shall have the right to defend, settle, or compromise that claim, expense, cost, damage, or liability, provided, however, that County shall have the right to retain its own counsel at City's expense if representation of County by counsel retained by City would result in a conflict of interest, and that City shall obtain County's prior written consent to settle or compromise if City contends that County shares in any liability. County's failure to notify City promptly of any claim, expense, cost, damage, or liability shall not relieve City of liability to County under Article V.1 unless that failure materially impairs City's ability to defend against the claim, expense, cost, damage, or liability.

3. Limitation on Liability

County, its officers, board members, employees, and agents shall not be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this Agreement.

County's obligations under this Agreement shall be limited to the aggregate amount of EMPG funds actually disbursed. Notwithstanding any other provision in this Agreement or any other document or communication between County and City relating to this Agreement, in no event shall County be liable for any damages arising out of or in connection with this Agreement, the EMPG funds, City's Spend Plan, or any activities performed in connection with this Agreement.

Article VII. Miscellaneous

1. Notice

All notices required by this Agreement shall be deemed given when provided in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To City:

Toni Charlop, Emergency Services Coordinator
Office of Emergency Services
Milpitas Fire Department
777 S. Main St
Milpitas, CA 95035

To County:

Ivan Williams
EMPG Grant Manager
County of Santa Clara Office of Emergency Services
55 W. Younger Ave., Suite 450
San Jose, CA 95110

2. Compliance with all Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

- (a) Compliance with All Laws. City 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.
- (b) Compliance with Non-Discrimination and Equal Opportunity Laws: City 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 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, City 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 City 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.
- (c) Compliance with Wage and Hour Laws: City shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act,

California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage laws.

- (d) 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 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 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 San Jose Office of Equality of Assurance.
- (e) Prior Judgment, Decisions or Orders against Contractor: By signing this Agreement, City 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 City violated an applicable wage and hour law or pay equity law. City 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.
- (f) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, City receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then City shall promptly satisfy and comply with any such Final Judgment. City 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. City 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.
- (g) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to City’s records, City 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, City 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 Section, 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 City’s normal business hours upon no less than 10 business days’ advance notice.

- (h) Pay Equity Notification: City 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 City 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 City’s Employees and Job Applicants.
- (i) Material Breach: Failure to comply with any part of this Section 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:
 - 1. Suspend or terminate any or all parts of this Agreement.
 - 2. Withhold payment to City until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - 3. Offer City an opportunity to cure the breach.
- (j) Subcontractors: City shall impose all of the requirements set forth in this Section 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.

3. County No-Smoking Policy

City and its employees, agents and subcontractors shall comply with 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 County is the sole occupant, and (3) in all County vehicles.

4. Food and Beverage 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 City 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, City 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 City 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, for which sugar and sugar substitutes may

be provided as condiments; (3) unsweetened, unflavored 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.

5. Governing Law

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California.

6. Assignment

The parties may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the other.

7. Entire Agreement

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

8. Amendments

This Agreement may only be amended by an instrument signed by the parties.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. 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.

11. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

12. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and

shall apply to the specific instance expressly stated.

13. Conflict of Interest

In accepting this Agreement, City covenants that is presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. City is responsible for assuring compliance of its subcontractors, if any, with the requirements of this provision.

14. Certified Resolution of Signature Authority

Upon request of County, City shall deliver to County a copy of the resolution(s) authorizing execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of City.

Signed:

COUNTY OF SANTA CLARA

CITY OF MILPITAS

By _____
Garry Herceg
Deputy County Executive

Date

By _____

City Manager or designee

Date

Approved as to Form and Legality:

Approved as to Form and Legality:

Kavita Narayan
Lead Deputy County Counsel

Date

City Attorney

Date

Enclosures

- | | |
|-----------|---|
| Exhibit A | Santa Clara County EMPG Notification of Application Approval (once received from the State) |
| Exhibit B | Grant Certifications and Assurances |
| Exhibit C | Project Narratives |
| Exhibit D | Functional Timesheet Template |
| Exhibit E | Financial Disclosure Form |



December 17, 2018

Garry Herceg
Deputy County Executive
Santa Clara County
55 West Younger Ave., Suite 450
San Jose, CA 95110

**SUBJECT: NOTIFICATION OF SUBRECIPIENT APPLICATION APPROVAL
FY 2018 Emergency Management Performance Grant (EMPG)
Subaward #: 2018-0008, Cal OES ID: 085-00000**

Dear Mr. Herceg:

The California Governor's Office of Emergency Services (Cal OES) has approved your FY 2018 Emergency Management Performance Grant (EMPG) application in the amount of \$519,832. As of the date of this letter, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook (FMFW) available at www.caloes.ca.gov. A copy of your approved subaward is enclosed for your records.

Any activities requiring additional review (e.g., Environmental Planning and Historic Preservation, Allowability Requests, procurement of Aviation or Controlled Equipment, etc.) shall not incur costs until you receive written approval for those activities.

This subaward is subject to all provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

For additional information, please contact your Cal OES Program Representative.

Homeland Security & Emergency Management Grants Processing

Enclosure

cc: Subrecipient file

(Cal OES Use Only)						
Cal OES #	085-00000	FIPS #	085-00000	VS#	01	Subaward #
					2018-0008	

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

ELC MC.

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. Subrecipient:	<u>County of Santa Clara</u>	1a. DUNS#:	<u>069118289</u>
2. Implementing Agency:	<u>Santa Clara County Office of Emergency Services</u>	2a. DUNS#:	<u>069118289</u>
3. Implementing Agency Address:	<u>55 West Younger Avenue, Suite 450</u> Street	<u>San Jose</u> City	<u>95110-1712</u> Zip+4
4. Location of Project:	<u>San Jose</u> City	<u>Santa Clara</u> County	<u>95110-1712</u> Zip+4
5. Disaster/Program Title:	<u>Emergency Management Performance Grant</u>	6. Performance Period:	<u>07/01/18</u> to <u>06/30/19</u>
7. Indirect Cost Rate:	☐ N/A; ☐ 10% de Minimis; ☐ Federally Approved ICR; _____ %		

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2018	8. EMPG		\$519,832		\$519,832		\$519,832	\$1,039,664
Select	9. Select							
Select	10. Select							
Select	11. Select							
	12. TOTALS		\$519,832	\$519,832	\$519,832		\$519,832	12G. Total Project Cost: \$1,039,664

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:	16. Federal Employer ID Number:
Name: <u>Garry Herceg</u>	Title: <u>Deputy County Executive</u>
Telephone: <u>408-299-5125</u> (area code)	FAX: <u>408-295-1613</u> (area code)
Email: <u>garry.herceg@ceo.sccgov.org</u>	
Payment Mailing Address: <u>55 West Younger Ave, Suite 450</u>	City: <u>San Jose</u> Zip+ 4: <u>95110-4705 1712</u> (09)
Signature: <u>[Signature]</u>	Date: <u>11-1-18</u>

(FOR Cal OES USE ONLY)			
I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.			
<u>Mary Zucker</u>	<u>11/26/18</u>	<u>[Signature]</u>	<u>11-30-18</u>
Cal OES Fiscal Officer	Date	Cal OES Director (or designee)	Date

Yr. / Chapter: 2018-19/29 PCA No: 14358
 Item: 0690-101-0890 Component: 40
 FAIN#: EMF-2018-EP-00008 CFDA#: 97.042
 Federal Award Date: 10/01/17 to 09/30/19
 Fund: Federal Trust
 Program: Emergency Management Performance Grant
 Match Req.: 50% on TPC
 Project No.: 18EMPG Amount: \$519,832

18LA 0028

668538
RECEIVED

NOV 07 2018 41

**CAL OES
GRANTS MANAGEMENT**

EXHIBIT B



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM -
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS****21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT C

2018 EMPG Project Proposal Request Timeline and Template



I. Background Information

I	A.	Requestor Contact Information	
	Agency	Santa Clara County OES on behalf of the Santa Clara County Operational Area	
	Name	Ivan Williams	
	Position/Title	OAC Liaison/Senior Management Analyst	
	Phone	408-808-7835	
	Mobile Number		
	Agency Address	Office of Emergency Services 55 West Younger Avenue, Suite 450 San Jose, CA 95110	
	Email	ivan.williams@oes.sccgov.org	
I	B.	Project Name	
		2018 CESA Annual Training & Conference and Emergency Manager Professional Development	
	TOTAL PROJECT COST (Insert the total from Funding section)	\$24,000	
I	C.	Project Type Use the checkbox to indicate corresponding project	
		☐ This project is a new Project.	
		☒ This project is part of an ongoing Project.	
		☐ This project is for sustainment of a previously funded Project.	

II. ALIGNMENT WITH NATIONAL PREPAREDNESS GOALS by Core Capability and Mission Area

I	D.	Solution Areas				
		☐ Planning	☐ Organization	☐ Equipment	☒ Training	☐ Exercises
		↓	↓	↓	↓	↓
		Choose ONLY <u>one</u> Sub Area (Sub Category) for Mission Areas above				
		☐ Community Outreach	☐ Staffing	☐ Information Technology	☒ Staff Expenses	☐ Design/Develop
		☐ Conference	☐ Day to Day Activities/ /operations that support emergency management	☐ Cyber Security Enhancement Equipment	☐ Course Development	☐ Conduct / Attend / Evaluate
		☐ Develop and Enhance Plans, Protocols and Systems		☐ Interoperable Communications Equipment ☐ Other Authorized Equipment	☒ Course Delivery and Evaluation	☐ Supplies / Materials / Production Costs
					☐ Staff Expenses ☐ Certification / Recertification of instructors	

I	E.	Core Capability and Specific Measures/Metrics				
	- Identify which of the 11 Emergency Management Core Capabilities (or other Core Capability) this project addresses as well as the specific measures and metrics it is expected to improve or sustain.					
	☐ Planning	☐ Public Information & Warning	☐ Operational Coordination	☐ Long-Term Vulnerability Reduction	☐ Risk and Disaster Resilience Assessment	
	☐ Situational Assessment	☐ Community Resilience	☐ Threats and Hazard Identification	☐ Logistics and Supply Chain	☐ Mass Care Services	
	☐ Economic Recovery	☐ Other (please specify) _____				
Please identify each specific measure/metric this project is expected to improve /sustain:						
1. Measure/Metric: Long-Term Vulnerability Reduction—100% of personnel supporting the local mitigation program have successfully completed <i>Benefit-Cost Analysis Using the Limited Data Module: Intermediate Training</i> (G285) or equivalent courses within the last five years.						
2. Measure/Metric: Long-Term Vulnerability Reduction—100% of OES personnel supporting the local mitigation program have successfully completed <i>Mitigation for Emergency Managers</i> or equivalent courses within the last five years.						
3. Measure/Metric: Public Info and Warning—At least 2 Operational Area personnel e.g. EOC or JIC staff have successfully completed Social Media in Emergency Management Course (or equivalent).						
4. Measure/Metric: Public Info and Warning—100% of Operational Area public information officers have successfully completed Advanced Public Information Officer course (E-388) or equivalent.						
5. Measure/Metric: Public Info and Warning—75% of Operational Area agency heads and elected officials have participated in California's Senior Officials Workshop on how warning messages serve the whole community and the role of JICs within the last four years.						
6. Measure/Metric: Planning—100% of all exercise staff in the Operational Area have satisfactorily completed an HSEEP introduction to exercises course.						
7. Measure/Metric: Planning—100% of all staff in the Operational Area that support the design of exercises have satisfactorily completed an HSEEP exercise design course.						
8. Measure/Metric: Planning—100% of all staff in the Operational Area that support exercise evaluation have satisfactorily completed an HSEEP evaluation and improvement planning course.						
9. Measure/Metric: Planning—The Operational Area has HSEEP certified personnel that manage County training and exercises in accordance with the latest DHS HSEEP guidance.						

I	F.	Project Description/Justification
	Briefly describe exactly what the project entails (including any equipment purchases or contracting that will be necessary for the project). Please also describe how the project is expected to impact (improve/sustain) the Core Capability(ies) and specific measures/metrics identified above.	
2018 CESA Annual Training and Conference--Allows up to 15 Emergency Managers from across the Operational Area to attend the California Emergency Services Association (CESA) 2018 Annual Training Conference. Specific topics from past conferences include public information, plan writing, terrorism, California's Emergency Management Mutual Aid (EMMA) process, whole community planning, how C-PODs work, situational awareness and so on. Emergency Manager Professional Development provides support and assistance to Emergency Managers who are interested in training directed toward emergency management certification—e.g. Certified Emergency Manager (IAEM), FEMA Professional Development Series, or CSTI Emergency Manager Specialist—or emergency management continuing education/professional development. Specific		

qualifying courses include, but are not limited to: G-775 EOC Management and Operations; G-191 ICS/EOC Interface; G-557 (G250.7) Rapid Assessment Workshop; G-205 (G270.4 or L-205, E-210) Recovery from Disaster; The Local Role; G-393 or G-318 Mitigation for Emergency Managers; G-288 Local Volunteer and Donations Management; G-364 Multi-Hazard Emergency Planning for Schools or L-363 Multi-Hazard Planning for Higher Education; G-202 Debris Management or E-202 Debris Management Planning for State, Local and Tribal Officials; G-386 Mass Fatalities; G-361 Flood Fight Operations; G-110 Emergency Management Operations Course for Local Governments OR 1 of the following (E900, E-905, E-910, E-920, E-930, E-945 or E-947); G-108 Community Mass Care and Emergency Assistance; E-358 Evacuation and Re-entry Planning; G-290 Basic Public Information Officers or E-388 Advanced Public Information Officer; G-271 Hazardous Weather & Flood Preparedness or IS-271 Anticipating Hazardous Weather and Community Risk; G-272 Warning Coordination; E/L/G-146 Homeland Security Exercise and Evaluation Program (HSEEP); G-366 Planning for the Needs of Children in Disaster; G235 Emergency Planning; G-626 EOC Action Planning; E-4 Intro to Emergency Management: Earthquake; EOC Action Planning or Essentials EOC Action Planning; EOC Section/ Position Specific Training; Enhanced Exercise Design, Conduct & Evaluation; ICS-402 Incident Command System; Medical Health Operations Center Support Activities; SEMS Introductory Course; SEMS/NIMS Combined Course or Combined Course TTT; SEMS Executive Management Course or SEMS Executive Course

Grant funding is only available for pre-approved qualifying course registration, related travel and lodging. Grant funding is specifically not available for: 1) meal reimbursement or per diem; 2) Emergency Manager regular time, overtime or backfill spent attending training; or 3) for "IS" (Independent Study) courses. Grant funding is limited to 90% of the total pre-approved qualifying course registration and related travel and lodging expenses (excluding any meal reimbursement and per diem).

I	G.	Does this project require a sole source?
	☐ Yes	If "Yes", please explain ☒ No N/A

I	H.	Installation Does this project require installation, new construction or renovation, retrofitting, or modification of existing structures?
	☐ Yes, If "Yes", please:	☒ No
	1. Provide an explanation AND 2. Attach a completed <u>Environmental and Historic Preservation</u> screening form (EHP) available from http://www.fema.gov/media-library/assets/documents/90195	

III. FUNDING

III	A.	Proposed funding amount Provide the proposed funding amount to be obligated from this Project towards Planning and Equipment elements. <i>(Please check the appropriate box(es) on the left side for all that apply).</i> Also, for each funding area selected, provide a brief narrative below describing the items or services being funded.
ELEMENT		PROPOSED FUNDING
☐	Planning	\$
☐	Equipment	\$
☐	Management & Administration	\$
☐	Training	\$24,000
☐	Exercise	\$
TOTAL PROJECT COSTS		\$24,000

Description of Expenditures That Will Be Used for Project Grant Match
Emergency Management Personnel Expenditures via Functional Timesheets and Burdened Labor Rate.

AEL #	Equipment Use this link to locate and provide the Authorized Equipment number needed for equipment approval https://www.fema.gov/media-library/assets/documents/101566
☐	Information Technology
☐	Cyber Security Enhancement Equipment
☐	Interoperable Communications Equipment
☐	Detection Equipment
☐	CBRNE Reference Materials
☐	CBRNE Incident Response Vehicle
☐	Physical Security Enhancement Equipment
☐	Power Equipment
☐	CBRNE Logistical Support Equipment
☐	Other Authorized Equipment: Contact grants manager prior to selected this sub-category

III	B.	Other Source(s) of funding List other source(s) of funding that is being requested or utilized for this project <i>(check the appropriate box(es) on the left side)</i>
ELEMENT		PROPOSED FUNDING
☐	UASI	\$
☐	SHSGP	\$
☒	General Funds	\$Unknown
☐	Other Grant Funds	\$
TOTAL OTHER FUNDING		\$Unknown

Other Funds:

Explain how any other funds, such as general funds, UASI, etc., will be used to assist in implementation of this project.

Local funds may be used to pay for meal reimbursement, per diem, and the 10% of registration, travel, and lodging expenditures that aren't eligible for grant funding.

IV. PROJECT MANAGEMENT AND IMPLEMENTATION

IV	A.	Milestones - Identify up to 5 additional milestones, with start and end dates, which will be achieved within the performance period under the 2018 EMPG. - No start date should begin before July 1, 2018 and no end date should end after June 30, 2019. - These dates are subject to change based on notification of application approval. - No equipment may be purchased, contracts started or project costs incurred until notified by Grant Administrator that funds may be spent. - If unsure of exact dates, use Quarter timeframes - Include key steps in the procurement process—i.e. RFP issuance, Contract execution, PR issuance, delivery, etc.	
MILESTONE NUMBER	MILESTONE NAME/DESCRIPTION (1,000 CHARACTER LIMIT)	START DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4	END DATE (MM/DD/YYYY)OR Q1, Q2, Q3, Q4
1	MOU between City(s)/Town(s) and County in Place	As early as July 1, 2018	December 31, 2018
2	Functional Timesheet Collection and Submission to Grant Manager for Project Grant Match	July 1, 2018	June 30, 2019
3	Environmental Historic Preservation (EHP) FEMA Review Completed (If applicable)	As early as August 1, 2018	January 31, 2019
4	City/ Town Performance Period	As early as July 1, 2018	No later than March 31, 2019
5	CESA Training and Conference or other Emergency Management Training Attendance	As early as August 1, 2018	No later than March 31, 2019
6	City/Town Submission of Invoices and supporting documentation for reimbursement.	As early as August 1, 2018	No later than April 30, 2018
7			
8			
IV	B.	Project Outcomes Describe the outcomes and benefits that will be achieved as a result of this project. The outcomes should address specific core capability measures/metrics. - Emergency Management training, best practices, networking, directed to all levels of California Emergency Managers so that they may more effectively plan for, respond to and recover from disasters. - Professional growth, development and improved effectiveness of Op Area Emergency Managers via relevant training, certification, and mentoring experiences.	
IV	C.	Project Deliverables - Describe the specific deliverables that will be produced as a result of this project. - At least 6 Emergency Managers from the Operational Area attend the Annual CESA Conference.	

EXHIBIT D

LABOR DISTRIBUTION TIME SHEET	Week Ending		First and Last Name						City/County Participating							
	10/7/18								SCC OES							
WBS # 107-G107EM18																
PROJECTS	HOURS WORKED BY DAY															TOTAL HOURS
	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S		
	9/24/18	9/25/18	9/26/18	9/27/18	9/28/18	9/29/18	9/30/18	10/1/18	10/2/18	10/3/18	10/4/18	10/5/18	10/6/18	10/7/18		
A - EMPG Grant Administration																
B - OAC Liaison																
C - CSTI Training																
D - CESA Conference & Professional Development																
E - EOC Computers																
F - ReadySCC																
G - CADRE																
H - Large-Capacity, High-Performance Data Storage																
L - Public Alerting and Preparedness Campaign																
Emergency Management PLANNING Activities																
Emergency Management TRAINING Administration, Development and Delivery Activities																
Emergency Management EXERCISE Activities																
EOC Operational Readiness Activities (e.g. EOC maintenance, radio checks, etc.)																
Public Risk Communication Officer/PIO Activities																
Other Federal Grant Hours																
Total Work Hours																

Employee Signature _____

Supervisor's Signature _____

EXHIBIT E

FFATA Financial Disclosure

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in FEMA GPD information Bulletin No. 350.

If the Subrecipient in the preceding year received 80 *percent* or more of its annual gross revenues in Federal Awards; **and** \$25,000,000 or more in annual gross revenues from Federal awards, **and** the public does not have access to information about the compensation of the senior executives of the entity, **then the Subrecipient is subject to the FFATA Financial Disclosure requirements, and will need to fill out this form.**

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☐ Not Subject to FFATA Financial Disclosure

Printed Name and Title

Signature of Authorized Agent

Date

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From*		To*	
	Account	Amount	Account	Amount
Check one:	269-3558	\$4,200	269-840-4503	\$4,200
☒ Budget Appropriation				
☐ Budget Transfer				

Adopt a Resolution to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager or designee to execute the related Agreement with the County of Santa Clara, and Approve a Budget Amendment

Background: Santa Clara County has received EPMG funding from State Office of Emergency Services. Annually the Santa Clara County Operational Area Signatories vote to decide how the funding should be spent. The Milpitas Office of Emergency Services has been awarded \$4,200 to be spent as follows:

1. California Emergency Services Association Annual Training & Conference: \$1,300
2. Emergency Manager Professional Development: \$2,900

Analysis: The EMPG grant will cover a majority of the cost of annual training for the City's Emergency Services Coordinator.

Policy Alternatives:

Alternative 1: Do not accept the grant funding.

Pros: None

Cons: City to fund the Emergency Services Coordinator's training.

Reason not recommended: Rejection of this recommendation will cost money to the City for staff training.

Fiscal Impact: Any costs not covered by the EMPG funding will be paid through the Fire Department's Office of Emergency Services training budget, which already has funding to cover such unencumbered costs. A budget amendment to appropriate \$4,200 to the Fire Department's FY 18-19 Operating Budget will be required.

California Environmental Quality Act: Not Applicable

Recommendation:

1. Adopt a Resolution to accept the 2018 Emergency Management Performance Grant (EMPG) funds and authorize the City Manager or designee to execute the related Agreement with the County of Santa Clara
2. Approve a budget amendment to appropriate funds in the amount of \$4,200 to the Fire Department's FY 18-19 Operating Budget.

Attachments: Resolution and 2018 EMPG Agreement

☒ Check if City Council Approval required.

Meeting Date: March 19, 2019

Requested by:	Department Head: Brian Sherrard	Date: March 6, 2019
Reviewed by:	Interim Finance Director: Jane Corpus 	Date: March 6, 2019
Date approved by City Council, if required:		Confirmed by:

Item Attachment Documents:

- C4. Adopt a Resolution Authorizing the Purchasing Agent to Purchase Three Fire Vehicles from the National Auto Fleet Group for a total of \$127,721.41 through a Cooperative Procurement Contract

Rick Frawley, 408-586-2824

Recommendation:

Adopt a resolution authorizing the Purchase Agent to purchase three fire vehicles from the National Auto Fleet Group for the total amount of \$127,721.41 through a cooperative procurement contract through Sourcewell, formerly NJPA.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing the Purchasing Agent to Purchase Three Fire Vehicles from the National Auto Fleet Group for a total of \$127,721.41 through a Cooperative Procurement Contract
Category:	Consent Calendar-Public Safety
Meeting Date:	3/19/2019
Staff Contact:	Rick Frawley, 408-586-2824
Recommendation:	Adopt a resolution authorizing the Purchase Agent to purchase three fire vehicles from the National Auto Fleet Group for the total amount of \$127,721.41 through a cooperative procurement contract through Sourcewell, formerly NJPA.

Background:

To support the ongoing and enhanced operational needs of the Fire Department, the approved fiscal mid-year 2018-19 budget includes funding for the purchase of three (3) 2019 Chevrolet Tahoe SSVs. These three new vehicles will replace older vehicles that have reached the end of their useful life as fire vehicles. Additionally, these vehicles will support enhanced command and control functions in the Fire Department.

These vehicles will be utilized by the Fire Department for emergency response and incident command. The expected service life for these vehicles will be ten years. These units will support emergency response both in our community and the region. Recent analysis has determined that our service model has changed in the past five years. The significant increase in wildfire activity in Milpitas and the region has created a shift in response that necessitates this request. The Fire Department has identified the need to place additional command and control vehicles in service to support both on duty response and after hours emergency call back. The vehicles that have exceeded service life within the Fire Department fleet (Vehicles 143F, 433F, and 46F) will be placed into surplus through the purchasing department and removed from the fleet.

On, June 6, 2018, the National Joint Powers Alliance (NJPA) changed its organization name to Sourcewell, and all prior agreements entered into with NJPA will continue without impact. Contract #120716-NAF is current through January 17, 2021.

Staff recommends a cooperative purchase through Sourcewell, formerly NJPA. Cooperative purchasing through Sourcewell is specifically authorized pursuant to Municipal Code Section I-2-3.08 "Cooperative Procurement." The Purchasing Agent reviewed all of the documentation from the Sourcewell, formerly NJPA, Request for Proposal (RFP) No. 120716 entitled "Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services" and has determined that the underlying purchase was made using competitive bidding procedures at least as restrictive as the City of Milpitas' Purchasing Division.

The City Council is requested to adopt the resolution authorizing the City's Purchasing Agent to purchase the three vehicles for the Fire Department.

Analysis:

The current fleet of command and control vehicles has reached the end of service life. Additionally, this equipment will support higher levels of emergency response for incident command. As noted above, a shift in

emergency response has occurred in the past five years that necessitates the need for greater emergency response for both local and regional incidents.

Policy Alternatives:

Alternative 1: Choose to not approve the authorization of the vehicle purchase.

Pros: Cost savings

Cons: Reduced response capability for incident command

Reason not recommended: NA

Fiscal Impact:

Funding of \$127,411 was approved and appropriated for three (3) Fire Department incident command vehicles as part of the FY 18-19 Midyear Phase II Requests that went to Council on February 19, 2019; the additional cost of \$310 for the purchase of the three vehicles totaling \$127,721 can be absorbed in the Fire Department's FY 18-19 Operating Budget.

Once the (3) vehicles are purchased, costs associated with the installation of radios, sirens and emergency lights (upfitting) will be covered with the use of equipment replacement funds available (\$34,399) from the replacement of a 1998 Suburban (Vehicle 143F) with these (3) new vehicles.

California Environmental Quality Act:

NA

Recommendation:

Adopt a Resolution Authorizing the Purchasing Agent to Purchase Three Fire Vehicles from the National Auto Fleet Group for a total of \$127,721.41 through a Cooperative Procurement Contract through Sourcewell, formerly NJPA.

Attachments:

Resolution

National Fleet Group Quotation #17414 dated 3/21/19

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE PURCHASE
OF THREE CITY VEHICLES FROM THE NATIONAL AUTO FLEET GROUP THROUGH A
COOPERATIVE PROCUREMENT CONTRACT**

WHEREAS, Milpitas Municipal Code Section I-2-3.08 (“Cooperative Procurement”) authorizes the City Council to award contracts without competition, when the purchase is pursuant to a cooperative agreement by another public agency in California that used competitive negotiation or bidding procedures at least as restrictive as the City’s; and

WHEREAS, Municipal Code Section I-2-3.08 specifically authorizes the Purchasing Agent to make such purchases based on an agreement or cooperative purchasing program entered into by a public agency, as defined by Government Code Section 6500, regardless of whether the City is a named party to the agreement or an actual participant in such a program, provided that the underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the City’s, and that the supplies or general services purchased must be the same and be offered at the same price as the supplies and general services subject to the agreement or program; and

WHEREAS, on January 16, 2017, contract No. 120716-NAF was awarded to National Auto Fleet Group pursuant to the National Joint Powers Alliance (NJPA) Request for Proposal (RFP) No. 120716 entitled “Vehicles, Cars, Vans, SUV’s, and Light Trucks with Related Equipment, Accessories and Services”; and

WHEREAS, on June 6, 2018, NJPA changed its organization’s name to Sourcewell, and all prior agreements entered into with NJPA will continue in effect without impact; and

WHEREAS, Quotation No. 17414 dated February 21, 2019 from National Auto Fleet Group is available through contract No. 120716-NAF with Sourcewell and is current through January 17, 2021. Sourcewell is a public agency; and

WHEREAS, three (3) Milpitas Fire Department vehicles have reached the end of their useful life and, accordingly, staff wishes to purchase replacement vehicles as follows: three (3) Chevrolet Tahoe SSV vehicles for \$39,050.50 each, for a combined total purchase price of \$127,721.41; and

WHEREAS, the Purchasing Agent has reviewed all of the documentation related to the RFP by NJPA, (now Sourcewell), and that of the original contract awarded to National Auto Fleet Group, and has determined that the underlying purchase was made using competitive bidding procedures at least as restrictive as those of the City of Milpitas and that the prices for the vehicles are the same as that offered in the original contract.

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

1. The City Council has duly considered the full record before it, which may include but is not limited to such things as the City 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 Purchasing Agent is authorized to purchase three Chevrolet Tahoe SSV vehicles for \$39,050.50 each, for a combined total purchase price of \$127,721.41, from National Auto Fleet Group through a Cooperative Procurement Contract with Sourcewell, formerly NJPA.

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mary Lavelle, City Clerk

APPROVED:

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/21/2019

Quote ID: **17414**

Order Cut Off Date: **3/21/2019**

Rick Frawley
City of Milpitas
Fire

455 East calaveras Blvd
Milpitas, California, 95035

Dear Rick Frawley,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Three (3) New/Unused (2019 Chevrolet Tahoe (CK15706) 4WD 4dr Commercial,) and delivered to your specified location, each for

	One Unit	Extended Unit's (3)
Contract Price	\$39,050.50	\$117,151.51
Tax (9.0000 %)	\$3,514.55	\$10,543.65
Tire fee	\$8.75	\$26.25
Total	\$42,573.80	\$127,721.41

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
Code	Description
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)
TRANSMISSION	
Code	Description
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode (STD)
AXLE	
Code	Description
GU4	REAR AXLE, 3.08 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP, Includes Standard Equipment
TIRES	
Code	Description
RKX	TIRES, P265/65R18 ALL-SEASON, BLACKWALL
SPARE TIRE	
Code	Description
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL, (STD)
SEAT TYPE	
Code	Description
A95	SEATS, FRONT BUCKET, WITH PREMIUM CLOTH, passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (Includes (AYQ) frontal and side-impact for driver and front passenger airbags and (D07) front center console. With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes Cloth seats.)
SEAT TRIM	
Code	Description

H0U	JET BLACK, PREMIUM CLOTH SEAT TRIM
RADIO	
Code	Description
IO5	AUDIO SYSTEM, 8" DIAGONAL COLOR TOUCH-SCREEN WITH CHEVROLET INFOTAINMENT, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)
ADDITIONAL EQUIPMENT	
Code	Description
5W4	IDENTIFIER FOR SPECIAL SERVICE VEHICLE, includes, (K47) high-capacity air cleaner, (KW7) 170 amps high output alternator, (K4B) 730 cold-cranking amp auxiliary battery, electrical power and vehicle signals for customer connection located at the center front floor, auxiliary battery circuit for customer connection located in the rear cargo area, (NZZ) underbody shield, delete roof rails, (ATD) third row seat delete and (NQH) active 2-speed transfer case.
___	CAPLESS FUEL FILL
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC, with rotary controls, includes neutral position for dinghy towing
NZZ	SKID PLATE PACKAGE, with (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case
K4B	BATTERY, AUXILIARY, ISOLATED, 730 CCA
___	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER
___	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY, passenger compartment wiring harness
___	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY, relay controlled, passenger compartment harness wiring
KW7	ALTERNATOR, 170 AMPS
V76	RECOVERY HOOKS, 2 FRONT, FRAME-MOUNTED, BLACK
___	LUGGAGE RACK, DELETE
___	EXTERIOR ORNAMENTATION DELETE
___	DOOR HANDLES, BODY-COLOR
ATD	SEAT DELETE, THIRD ROW PASSENGER
D07	CONSOLE, FLOOR, with storage area, cup holders and auxiliary jack
B30	FLOOR COVERING, COLOR-KEYED CARPETING
B58	FLOOR MATS, COLOR-KEYED CARPETED FIRST AND SECOND ROW, REMOVABLE
___	INSTRUMENTATION, ANALOG, with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer
BTV	REMOTE VEHICLE START
AMF	REMOTE KEYLESS ENTRY PACKAGE, includes 6 additional transmitters,

—	KEY, 2-SIDED
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT, includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area
AYQ	AIRBAGS, FRONTAL AIRBAGS FOR DRIVER AND FRONT OUTBOARD PASSENGER;; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions
—	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING POSITIONS
TGK	SPECIAL PAINT, SOLID, ONE COLOR, All normally body colored non-sheet metal parts will be gloss Black. This includes front and rear fascias, liftgate handle, 'D' Pillars, mirrors and liftgate spoiler. Door handles will be flat Black. Body-side moldings will be deleted. May require extended lead time.
01U	SPECIAL PAINT
5T4	EXTERIOR BODY COLORED PARTS, VICTORY RED, Provides Victory Red special paint WA9260 and Victory Red special painted exterior body parts in lieu of glossy Black color normally installed with special paint. Victory Red painted parts will consist of front fascia, rear bumper fascia, rear liftgate handle, and door handles. Mirrors, rear D-pillar applique and liftgate spoiler will remain Black
SUSPENSION PKG	
Code	Description
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE, (STD)
WHEEL TYPE	
Code	Description
PZX	WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FINISH
SHIP THRU CODES	
Code	Description
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY, and shipped to Kerr Industries and onto Arlington Assembly
GVWR	
Code	Description
C6A	GVWR, 7300 LBS. (3311 KG)

2019 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial

WINDOW STICKER

2019 Chevrolet Tahoe 4WD 4dr Commercial

CODE	MODEL	MSRP
CK15706	2019 Chevrolet Tahoe 4WD 4dr Commercial	\$49,700.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJECTION AND VARIABLE VALVE TIMING, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED, with overdrive and tow/haul mode (STD)	\$0.00
GU4	REAR AXLE, 3.08 RATIO	\$0.00
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP, Includes Standard Equipment	\$0.00
RKX	TIRES, P265/65R18 ALL-SEASON, BLACKWALL	\$0.00
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL, (STD)	INC
A95	SEATS, FRONT BUCKET, WITH PREMIUM CLOTH, passenger seat includes power fore/aft, power recline and Power lumbar, 10-way power driver seat includes 6-way power cushion, 2-way power lumbar control and power recline (Includes (AYQ) frontal and side-impact for driver and front passenger airbags and (D07) front center console. With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes Cloth seats.)	\$250.00
H0U	JET BLACK, PREMIUM CLOTH SEAT TRIM	\$0.00
IO5	AUDIO SYSTEM, 8" DIAGONAL COLOR TOUCH-SCREEN WITH CHEVROLET INFOTAINMENT, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	\$0.00
5W4	IDENTIFIER FOR SPECIAL SERVICE VEHICLE, includes, (K47) high-capacity air cleaner, (KW7) 170 amps high output alternator, (K4B) 730 cold-cranking amp auxiliary battery, electrical power and vehicle signals for customer connection located at the center front floor, auxiliary battery circuit for customer connection located in the rear cargo area, (NZZ) underbody shield, delete roof rails, (ATD) third row seat delete and (NQH) active 2-speed transfer case.	(\$4,535.00)
—	CAPLESS FUEL FILL	INC
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC, with rotary controls, includes neutral position for dinghy towing	INC
NZZ	SKID PLATE PACKAGE, with (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case	INC
K4B	BATTERY, AUXILIARY, ISOLATED, 730 CCA	INC
—	POWER SUPPLY, 100-AMP, AUXILIARY BATTERY, REAR ELECTRICAL CENTER	INC
—	POWER SUPPLY, 50-AMP, POWER SUPPLY, AUXILIARY BATTERY, passenger compartment wiring harness	INC
—	POWER SUPPLY, 120-AMP, (4) 30-AMP CIRCUIT, PRIMARY BATTERY, relay controlled, passenger compartment harness wiring	INC
KW7	ALTERNATOR, 170 AMPS	INC

V76	RECOVERY HOOKS, 2 FRONT, FRAME-MOUNTED, BLACK	\$50.00
—	LUGGAGE RACK, DELETE	INC
—	EXTERIOR ORNAMENTATION DELETE	INC
—	DOOR HANDLES, BODY-COLOR	INC
ATD	SEAT DELETE, THIRD ROW PASSENGER	INC
D07	CONSOLE, FLOOR, with storage area, cup holders and auxiliary jack	INC
B30	FLOOR COVERING, COLOR-KEYED CARPETING	\$190.00
B58	FLOOR MATS, COLOR-KEYED CARPETED FIRST AND SECOND ROW, REMOVABLE	\$0.00
—	INSTRUMENTATION, ANALOG, with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer	INC
BTV	REMOTE VEHICLE START	\$300.00
AMF	REMOTE KEYLESS ENTRY PACKAGE, includes 6 additional transmitters,	\$75.00
—	KEY, 2-SIDED	INC
—	THEFT-DETERRENT SYSTEM, VEHICLE, PASS-KEY III	INC
—	POWER OUTLETS, 4 AUXILIARY, 12-VOLT, includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area	INC
AYQ	AIRBAGS, FRONTAL AIRBAGS FOR DRIVER AND FRONT OUTBOARD PASSENGER;; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions	INC
—	SAFETY BELTS, 3-POINT, DRIVER AND FRONT PASSENGER IN ALL SEATING POSITIONS	INC
TGK	SPECIAL PAINT, SOLID, ONE COLOR, All normally body colored non-sheet metal parts will be gloss Black. This includes front and rear fascias, liftgate handle, 'D' Pillars, mirrors and liftgate spoiler. Door handles will be flat Black. Body-side moldings will be deleted. May require extended lead time.	\$425.00
01U	SPECIAL PAINT	\$0.00
5T4	EXTERIOR BODY COLORED PARTS, VICTORY RED, Provides Victory Red special paint WA9260 and Victory Red special painted exterior body parts in lieu of glossy Black color normally installed with special paint. Victory Red painted parts will consist of front fascia, rear bumper fascia, rear liftgate handle, and door handles. Mirrors, rear D-pillar applique and liftgate spoiler will remain Black	\$225.00
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE, (STD)	\$0.00
PZX	WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FINISH	\$600.00
VPV	SHIP THRU, PRODUCED IN ARLINGTON ASSEMBLY, and shipped to Kerr Industries and onto Arlington Assembly	INC
C6A	GVWR, 7300 LBS. (3311 KG)	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$47,280.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,295.00
TOTAL PRICE	\$48,575.00

Est City: 15 MPG
 Est Highway: 21 MPG
 Est Highway Cruising Range: 546.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm)
Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode
Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)
Suspension Package, Premium Smooth Ride (Not available with (NHT) Max Trailering Package.)
GVWR, 7300 lbs. (3311 kg) (Requires 4WD model.)
E85 FlexFuel capable
Transfer case, active, single-speed, electronic Autotrac with rotary controls, does not include neutral. Cannot be dinghy towed (Requires 4WD model. Not available with (NHT) Max Trailering Package.)
Differential, heavy-duty locking rear
4-wheel drive
Air cleaner, high-capacity
Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)
Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
Battery, 720 cold-cranking amps with 80 amp hour rating
Alternator, 150 amps
Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver
Trailer sway control
Recovery hooks, 2 front, frame-mounted, Black
Suspension, front coil-over-shock with stabilizer bar
Suspension, rear multi-link with coil springs
Steering, power
Hill Start Assist

EXTERIOR

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes Silver with center caps. (Not included when (NHT) Max Trailering Package is ordered.)
Tires, P265/70R17 all-terrain, blackwall (Not included when (NHT) Max Trailering Package is ordered.)
Tire, spare P265/70R17 all-season, blackwall
Wheel, full-size spare, 17" (43.2 cm) steel
Tire carrier, lockable outside spare, winch-type mounted under frame at rear
Active aero shutters, front
Fascia, front body-color (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes recovery hook openings, but does not include hooks.)
Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

ENTERTAINMENT

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Requires (UE1) OnStar. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

INTERIOR

Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle or (5W4) Special Service Vehicle includes lockable storage compartment.)

Seat trim, cloth

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls
Driver Information Center, 4.2" diagonal multi-color
Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on
Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on Driver door.)
Remote Keyless Entry, extended-range
Windows, power, with Express-Down and Express-Up on front doors and lock out features
Cruise control, electronic with set and resume speed
Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)
Defogger, rear-window electric
Power outlet, 110-volt
Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)
Mirror, inside rearview manual day/night
Conversation mirror
Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle or (5W4) Special Service Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)
Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle or (5W4) Special Service Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console
Cargo management system
Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

SAFETY

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist
StabiliTrak, stability control system with brake assist, includes traction control
Daytime Running Lamps, with automatic exterior lamp control
Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle or (5W4) Special Service Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat and child restraints. Children are safer when properly secured in a rear seat in the appropriate child

restraint. See the Owner's Manual for more information.)

Door locks, rear child security

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle (5W4) Special Service Vehicle does not apply to spare tire.

Theft-deterrent system, electrical, unauthorized entry

Item Attachment Documents:

- C5. Adopt a Resolution to Approve the Award of a Sole Source Contract to Storm Water Maintenance & Inspections Services, Inc. (SWIMS); Authorize the City Manager to Execute a Contract for the Procurement, Installation, and Maintenance of Stormtek Storm Drain Inlet Trash Capture Devices in the Amount of \$290,195; Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$30,000 for Trash Removal Devices, Project No. 3713**

Recommendations:

1. Adopt a resolution to approve the award of a sole source contract to Storm Water Maintenance Services, Inc. (SWIMS).
 2. Authorize the City Manager to execute a contract with SWIMS, for the fabrication, installation, and maintenance of Stormtek Storm Drain Inlet Trash Capture Devices for the Trash Removal Devices, Project No. 3713, in the amount of \$290,195.
 3. Authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$30,000 for the Project.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to Approve the Award of a Sole Source Contract to Storm Water Maintenance & Inspections Services, Inc. (SWIMS); Authorize the City Manager to Execute a Contract for the Procurement, Installation, and Maintenance of Stormtek Storm Drain Inlet Trash Capture Devices in the Amount of \$290,195; Authorize the Engineering Director/City Engineer to Negotiate and Execute Contract Change Order(s) in an Aggregate Amount Not to Exceed \$30,000 for Trash Removal Devices, Project No. 3713
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendations:	1. Adopt a resolution to approve the award of a sole source contract to Storm Water Maintenance Services, Inc. (SWIMS). 2. Authorize the City Manager to execute a contract with SWIMS, for the fabrication, installation, and maintenance of Stormtek Storm Drain Inlet Trash Capture Devices for the Trash Removal Devices, Project No. 3713, in the amount of \$290,195. 3. Authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$30,000 for the Project.

Background:

The City's adopted FY 2018-2023 Capital Improvement Program includes a project titled "Trash Removal Devices", Project No. 3713 for the installation of infrastructure within City storm drain catch basins that is designed to remove trash and debris from entering the storm water collection system ("Project"). The installation of the storm water trash removal devices is mandated by the State under the City's Municipal Regional Stormwater Permit (MRP). The Municipal Regional Stormwater Permit (MRP) was issued by the California Regional Water Quality Control Board (RWQCB) to jurisdictions in the San Francisco Bay area (Order R2-2015-0049), and became effective January 1, 2016. The MRP requires permittees to demonstrate reductions in trash discharge to waters of the United States from local municipal storm drain systems by 80% by July 1, 2019, and "No Visual Impact Equivalent" (100% reduction) by July 1, 2022.

In 2018, the City's consultant, EOA, Inc., analyzed the trash reduction rate the City had achieved from previous installation of storm drain trash capture (FTC) devices. To better meet the State mandated trash capture requirements, EOA recommended the City install an additional 167 Connector Pipe Screen (CPS) devices in catch basins throughout the City to meet the 80% reduction in trash load from the City's storm water system by July 1, 2019, with the overall goal of no visual impact by the year 2022. **(Attachment 1– Maps).**

The Connector Pipe Screen (CPS) device includes a metal screen insert that is installed in the storm drain catch basin pipe outlet which prevents debris from entering/exiting the storm drain system. The CPS devices must meet the State MRP requirements in that they capture particulates greater than or equal to 5 mm. The devices must also be accepted by the Regional Water Quality Control Board (RWQCB) and must be listed on their approved equipment list.

CPS devices are beneficial in that they remove trash and debris from storm water entering the City's collection system and keeps these materials out of creeks and surface waters. The downside is the devices require additional storm drain maintenance effort to keep the device clean and remove the accumulated debris. To help ease the additional maintenance effort, the City has selected a CPS device with a hinge mechanism to allow quick and easy removal to clean and repair.

Analysis:

City Engineering and Public Works Staff have reviewed each of the CPS devices approved and listed by the RWQCB. Only one manufacturer meets both the RWQCB and the City's requirements. The CPS device that is recommended for City installation is manufactured by Stormtek. Models ST3 and ST3-G are approved by the RWQCB and they meet the City's requirements. **(Attachment 2— Pictures)**

Storm Water Inspection & Maintenance Services, Inc. ("SWIMS") is the sole contractor authorized to provide and install the Stormtek ST3 & ST3-G devices. **(Attachment 3 – Sole Source Letter).**

In accordance with the requirements of Public Contract Code section 3400(c), the City may make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes. Public Contract Code section 3400(c)(3) authorizes sole source "[i]n order to obtain a necessary item that is only available from one source." The City has determined that the Stormtek CPS devices are the only devices meeting both RWQCB and City requirements, and SWIMS is the sole source for distribution and installation of the Stormtek CPS devices. Staff recommends the adoption of a resolution approving SWIMS as the Sole Source contractor for the Stormtek CPS devices to allow installation to start in spring 2019 to meet the permit requirements by July 1, 2019.

Staff has negotiated a Project scope of work and fee with SWIMS in the amount of \$290,195 to provide and install the Stormtek CTS devices. The fee is considered reasonable for the work and number of devices to be installed. **(Attachment 4 – Proposal)**. Staff recommends using SWIMS to provide, install, and maintain the 167 CPS devices. With the installation of these 167 devices, the City will be in compliance with the RWQCB permit requirements. Staff does not anticipate needing to install additional trash capture devices in storm drain inlets in the future

As was previously approved for the successful completion of recent Capital Improvement Projects (CIP) with tight completion schedules, staff is requesting the use of the same change order policy **(Attachment 5 – Change Order Policy)**. This policy allows for a timely completion of the Project, while addressing the need to respond swiftly to construction conditions and approve necessary change orders in order to limit potential claims or risks to the City. The construction contingency established for this Project is \$30,000; approximately 10% of the total contract value. The change order authority is not anticipated to exceed this amount, and the Project would not require additional appropriation.

Policy Alternative(s):

Alternative 1: Denial of sole source purchase.

Pros: None.

Cons: City will not be able to meet the MRP requirement for 80% trash reduction goal by July 1, 2019, resulting in Notices of Violation and potential fines issued by the RWQCB.

Reason not recommended: Not meeting the July 1, 2019 permit date will result in potential fines being leveled against the City. Staff recommends proceeding with installation of the Stormtek devices as they are the only CPS trash removal device meeting both RWQCB and City requirements.

Fiscal Impact:

Sufficient funding is available in the budget for Project No. 3713.

California Environmental Quality Act (CEQA):

Trash reduction source control actions required under RWQCB's MRP, Order Number R2-2015-0049 NPDES Permit No. CAS612008 dated November 19, 2015, are categorical exemptions from CEQA provisions per CEQA Guideline Section 15308 exempting actions taken to assure the maintenance, restoration, enhancement, or protection of the environment.

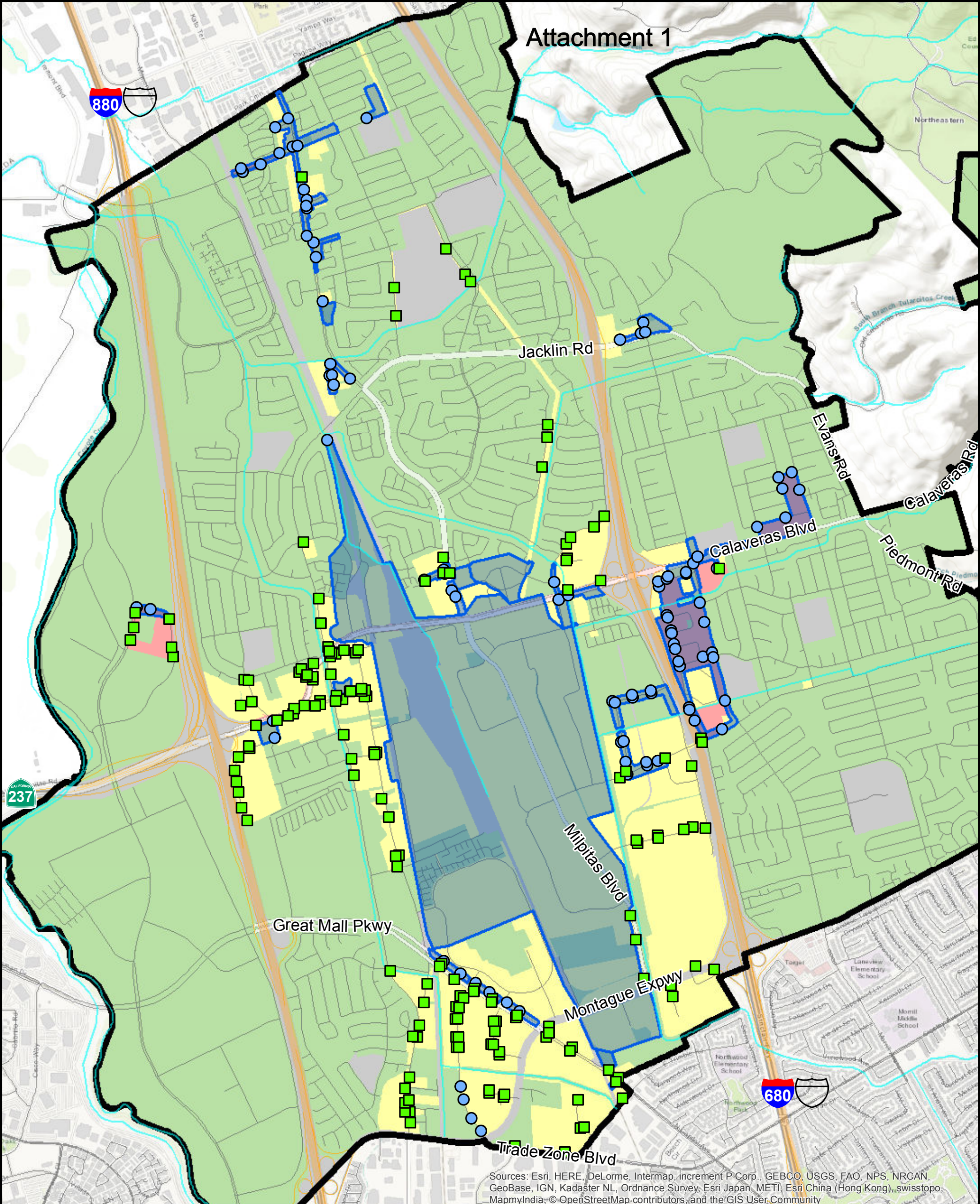
Recommendations:

1. Adopt a resolution (**Attachment 6- Resolution**) to approve the award of a sole source contract to SWIMS.
2. Authorize the City Manager to execute a contract (**Attachment 7 – Contract**) with SWIMS, for the provision, installation, and maintenance of Stormtek Storm Drain Inlet Trash Capture Devices for the Project in the amount of \$290,195.
3. Authorize the Engineering Director/City Engineer to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$30,000 for the Project.

Attachments (7):

1. Maps
2. Pictures
3. SWIMS Sole Source Letter
4. Proposal
5. Change Order Policy
6. Draft City Council Resolution
7. Contract

Attachment 1



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Legend

- Proposed Inlet Filter/Screen
- Existing Full Capture Location
- Trash Full Capture

Trash Generation Category

- Low
- Moderate
- High
- Very High
- Non-jurisdictional

0 200 400 800 Meters



Attachment 2



Stormtek ST3-G Connector Pipe Screen Trash Capture Device





Storm Water Inspection & Maintenance Services, Inc.

To Whom It May Concern:

Please be advised that **SWIMS (Storm Water Inspection & Maintenance Services, Inc.)** d/b/a **StormTek** is the sole source USA manufacture and distributor for the **StormTek** Full Trash Capture Pipe Screen Device.

Further,

President Ric Campos
SWIMS (Storm Water Inspection & Maintenance Services, Inc.)
P.O. Box 1627
Discovery Bay, CA 94505
Tel: 925-516-8966

Is the exclusive and only authorized **StormTek** representative in the State of California and as such is the only establishment authorized to evaluate, fabricate, sell and install this device.

Should you have any further questions or require any additional information regarding this subject, please do not hesitate to contact us directly at (925-516-8966).

Thanks
SWIMS (Storm Water Inspection & Maintenance Services Inc.)

X 

Ethan Purkey
Post Construction Manager

Phone: (925) 516-8966
Fax: (925) 516-8966
info@swimsclean.com

www.swimsclean.com
P.O. Box 1627
Discovery, CA 94505

**Exhibit B
Cost Proposal**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	Extension
1.	Mobilization	LS	1		
2.	Purchase and installation of Stormtek Catch Basin Connector Pipe Screen devise.	EA	158		
3.	Purchase and installation of Stormtek Catch Basin Connector Pipe Screen device located in Caltrans right-of-way.	EA	9		
4.	Purchase and install Hot Dots identifying each catch basin that contains a CPS device.	EA	167		
5.	Install 3-inch wide painted fill lines (50% & 100%) in catch basins.	LS	1		
6.	Maintenance and reporting (2 events per year) of 167 Storm Drain Inlet Trash Guards	Year	1		
7.	Traffic Control	LS	1		

CONTRACT TOTAL

\$ _____

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the extension set forth for a unit basis item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Extension" column, then the amount set forth in the "Extension" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

Attachment 5

Construction Change Order Policy for Trash Removal Devices Project, Project No. 3406

2007 City Council Approved Construction Change Order Policy

<u>Construction Award Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
Under \$50,000	\$5,000	\$7,500
Over \$50,000	10% of Award or \$25,000 whichever is smaller	15% of Award or \$100,000 whichever is smaller

Milpitas City Hall Third Floor Improvements, Project No. 3406 Change Order Policy

<u>Contract Award Amount</u>	<u>Individual Administrative Change Order Authority</u>	<u>Cumulative Change Order Authority</u>
\$290,195	N/A	\$30,000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS TO APPROVE THE AWARD OF A SOLE SOURCE CONTRACT TO STORM WATER MAINTENANCE & INSPECTIONS SERVICES, INC., (SWIMS) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT FOR THE PROVISION, INSTALLATION, AND MAINTENANCE OF STORMTEK STORM DRAIN INLET TRASH CAPTURE DEVICES FOR THE TRASH REMOVAL DEVICES, PROJECT NO. 3713, IN THE TOTAL CONTRACT AMOUNT OF \$290,195, AND AUTHORIZE THE DIRECTOR OF ENGINEERING/CITY ENGINEER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDER(S) IN AN AGGREGATE AMOUNT NOT TO EXCEED \$30,000 FOR THE PROJECT

WHEREAS, Pursuant to Public Contract Code section 3400(c), the City of Milpitas (“City”) may make findings designating certain products, things or services by specific brand or trade name for the statutorily enumerated purposes.; and

WHEREAS, the Municipal Regional Stormwater Permit (“MRP”) issued by the California Regional Water Quality Control Board (“RWQCB”) requires permittees to reduce trash discharge to the waters of the United States from local municipal storm drain systems by 80% by July 1, 2019, and no visual impact from trash (100% trash reduction) by July 1, 2022; and

WHEREAS, the City’s Long Term Trash Load Reduction Plan calls for the installation of full trash capture catch basin inserts to meet the trash reduction requirements described in the MRP; and

WHEREAS, in 2018, the City’s consultant, EOA, Inc., analyzed the source control measures and devices currently in place and recommended installation of 167 connector pipe screen type trash capture devices in catch basins located throughout the City to meet the MRP stormwater trash reduction requirement of 80% by July 1, 2019; and

WHEREAS, the City’s Public Works maintenance staff requires a hinge mechanism on the trash capture device to allow quick and easy removal in cases of an emergency such as flooding or hazardous material spills; and

WHEREAS, staff conducted a review of available connector pipe screen devices on the RWQCB’s approved list that complied with the City’s maintenance requirement; and

WHEREAS, staff concluded that Stormtek connector pipe screen trash capture devices are the only products that complied with both RWQCB and maintenance requirements; and

WHEREAS, Public Contract Code section 3400(c)(2) authorizes sole source “in order to match other products in use on a particular public improvement either completed or in the course of completion; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, Storm Water Maintenance & Inspection Services, Inc. (“SWIMS”), is the only authorized source for distribution and installation of the Stormtek connector pipe screen devices; and

WHEREAS, the total price for procurement, installation, and maintenance of 167 Stormtek devices is \$290,195; and

WHEREAS, sufficient funds to award the trash removal device contract are available in the Project budget..

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 hereby awards a sole source contract to SWIMS and authorizes the City Manager to execute the contract and related documents in the total contract amount of \$290,195 for the Project.
3. The Director of Engineering/City Engineer is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$30,000 for the Project.

PASSED AND ADOPTED this _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

**CITY OF MILPITAS
CONSTRUCTION CONTRACT**

TRASH REMOVAL DEVICES, PROJECT NO. 3713

1. PARTIES AND DATE.

This Contract is made and entered into this 19th day of March, 2019 by and between the City of Milpitas, a public agency and public corporation of the State of California ("City") and Storm Water Inspection & Maintenance Services, Inc. DBA Stormtek, a corporation with its principal place of business at P.O. Box 1627 Discovery Bay, CA 94505 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing fabrication, installation and maintenance of trash removal devices and related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: C-61/ D64 Storm Drain Filters.

2.3 Project. City desires to engage Contractor to render such services for the Trash Removal Devices, Project no. 3713 ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Scope of Services (Exhibit "A")
- Cost Proposal (Exhibit "B")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "C")
- Public Works Contractor Registration Certification (Exhibit "D")
- Payment and Performance Bonds (Exhibit "E")
- Insurance Requirements (Exhibit "F")
- Change Orders executed by the City

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "A" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the

required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract no later than June 15, 2019. Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of one thousand five hundred dollars (\$1,500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of two hundred ninety thousand one hundred ninety five Dollars (\$290,195.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty

an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents

free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 **Training.** In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material

releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

- 3.10.3.3 Chronology of events and correspondence
- 3.10.3.4 Analysis of claim merit
- 3.10.3.5 Analysis of claim cost
- 3.10.3.6 Time impact analysis in CPM format

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate

with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work,

claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents

and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under Exhibit "G" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required therein. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by Civil Code section 9550, as it may be amended from time to time, or otherwise specifically requested by City as set forth in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any

defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City 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. Section 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, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing

thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Storm Water Inspection & Maintenance Services, Inc.
P.O. Box 1627
Discovery Bay, CA 94505
Attn: Ethan Purkey

CITY:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035
Attn: City Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

3.17.21 Wage Theft Prevention.

3.17.21.1 Contractor, and any subcontractor it employs to complete work under this Contract, shall 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 the Milpitas Minimum Wage Ordinance.

3.17.21.2 BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS CONTRACT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS CONTRACT.

3.17.21.3 If at any time during the term of this Contract, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Contract has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Contract demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.17.21.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.17.21.5 Failure to comply with any part of this Section constitutes a material breach of this Contract. Such breach may serve as a basis for immediate termination of this Contract and/or any other remedies available under this Contract and/or law.

3.17.21.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Contract and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF MILPITAS
AND STORM WATER INSPECTION & MAINTENANCE SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 19th day of March, 2019.

CITY OF MILPITAS

Approved By:

Julie Edmonds-Mares

Date

Approved As To Content:

Jane Corpus
Interim Director of Financial Services

Approved As To Form:

Christopher J. Diaz
City Attorney

**STORM WATER INSPECTION AND
MAINTENANCE SERVICES, INC.**

Signature

Name

Title

Date

EXHIBIT "A"
SCOPE OF WORK

7

Trash Removal Devices Project No 3713, Phase II Scope of Work

Project Overview:

The Municipal Regional Storm water NPDES Permit (MRP) requires permittees to achieve no visual impact from trash by the year 2022. The City of Milpitas has been divided into twenty (20) trash management areas (TMA's). The City's Long Term Trash Load Reduction Plan calls for the installation of full trash capture (FTC) catch basin inserts to meet the trash reduction requirements described in the MRP. During FY 2018/2019, the City of Milpitas is planning to install 167 FTC devices¹ in catch basins located in several TMAs throughout the City. A summary of 167 proposed catch basin locations for each of the targeted TMAs is provided. Including maps of the catch basin locations. See attachments 1 and 2.

1.1 Status of the Project Area and Rights-of-Way.

- A. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the Work; Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Caltrans or Southern Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.
- B. City has acquired or is negotiating to acquire any permits, necessary to complete the work.
- C. All operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

1.2 Designation of City's Representative.

- A. Unless otherwise modified by City, the City's Representative shall be Julie Waldron, Assistant Engineer.

¹ Full capture devices are defined as "any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Full capture systems are approved by the San Francisco Bay Regional Water Quality Control Board.

1.3 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

1.4 Time of completion and Liquidated Damages Due to Contractor Delay.

- A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to 1,500 per calendar day as liquidated damages for each calendar day, including weekend and holidays, or part thereof that actual completion extends beyond the time specified. All installation work with the exception of annual maintenance is to be completed no later than **June 15, 2019**.
- B. Liquidated damages may be deducted from progress payments due to Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.5 Utility Outages – Notices to Residents.

- A. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.
- B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.6 Coordination with Other Contractors.

- A. The City anticipates that other contractors and City maintenance crews may be performing work within the project area.
- B. City has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

- A. Design, fabricate, install, and maintain 167 trash capture devices in storm drain inlets within the designated trash management areas as identified in Attachments 1 and 2 of this scope of services. The installed device shall have a hinge mechanism for quick and easy removal in an emergency or for maintenance.
- B. Furnish and install "Hot Dot" magenta color reflectors at each of the 167 locations that FTC devices were installed. Hot Dots shall be epoxied and/ or screwed with concrete screws into the inlet hood or top of curb adjacent to each inlet.
- C. Paint 3-inch wide 50% full and 100% full white maintenance lines, labeled accordingly around the inside of each inlet. Paint shall be durable and waterproof.
- D. Provide maintenance, inspection and reporting for all 167 CPS units twice per year for FY 2019.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

PART 2 -- PRODUCTS

Stormtek ST3 or ST3-G catch basin connector pipe screen (CPS), or approved equal.

PART 3 -- EXECUTION

3.1 SCHEDULE

- A. Estimated Schedule. Within 14 Days after the issuance of the Notice of Award, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's

judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

- C. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.2 TEMPORARY FIELD OFFICE

NOT USED.

3.3 PROTECTION OF WORK AND PROPERTY

- A. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, and tools against damage by weather conditions.
- B. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations.
 - 1. Cover and or protect work and project site as may be required to prevent or mitigate schedule delay and to allow work to proceed during wet weather or wet conditions.
- C. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.
- D. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

3.4 SITE CONDITIONS SURVEYS

- A. **Work Included.**

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 10 feet of any construction area and staging area.

The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.
2. Photographs as described herein of pre-construction and post-construction conditions.
3. Video recordings as described herein of pre-construction and post-construction conditions.
4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs & Video Recording.

1. General – Prior to starting Work, Contractor shall provide a video recording of the project site. Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction video and photographs shall be taken prior to any construction or mobilization of equipment, but not more than one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.
2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.
3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.
4. One set of color prints and the preconstruction site video shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be

documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.
2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.
3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.
4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.
5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.
6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

3.5 MATERIALS

A. Materials to be Furnished by the Contractor

1. **Inspection of Materials.** Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.
2. **Contractors Obligations.** The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.
3. **Cost.** Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.
4. **Submittals.** All materials to be installed as part of this project shall be submitted for City approval prior to installation.

3.6 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. **General.** All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor. Contractors anticipated Haul Routes shall be in compliance with the City's approved Truck Routes available from the Engineer.
2. **Access, Damage, Restoration.** The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site.
3. **The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored**

to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.
- B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.
- C. Construction Water.
1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.
 2. Construction recycled water will be made available to the contractor from one of three fill locations within the city limits. If there is a need for construction recycled water during construction, the contractor shall apply for a city construction recycled water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
 3. Construction potable water will only be made available to the contractor if it can be demonstrated that recycled water cannot be used for the construction activities. Potable water will be made available from existing city fire hydrant(s) nearest the proposed construction site as approved by the engineer, or by such other means as may be expressly approved in writing by the engineer. If there is a need for water during construction, the contractor shall apply for a city construction water meter at the city hall finance counter prior to the beginning of work. A security deposit of \$2,000 is required for the construction water meter from which the meter rental fee and cost of water will be deducted. If the rental fee and the water costs exceed the \$2,000.00 deposited, an invoice will be issued to the contractor for payment.
 4. All required water, all work and materials required for obtaining, pumping, transporting and applying and otherwise disposing of said water shall be in an approved manner and shall be performed by, and at the expense of the contractor and no extra or separate compensation will be made thereof.
- D. Operation of Existing Water Facilities
1. The Contractor shall not operate any of the existing water systems, including pumps, motors, valves, and hydrants, but shall contact the City two (2) working

days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.

2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.
3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

E. Construction at Existing Utilities

1. **General.** Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodations to maintain, all utilities.
2. **Permission, Notice and Liability.** Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.
3. **Cost.** Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

General:

Traffic Control shall include all necessary work to supply and install traffic control devices, equipment, signage, pavement delineation, and flaggers and the preparation of plans to provide construction traffic control for the work on City streets.

Submittals:

1. Traffic Control Plans
2. Proposed Truck Route/Haul Route

Public Convenience and Safety

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public, the Contractor shall bear full responsibility for maintaining traffic control, and the Contractor shall maintain traffic circulation at all times during the construction period.

Flagging:

The Contractor shall comply with flagging and traffic handling equipment and device requirements of Section 12, "Temporary Traffic Control", of the State Standard Specifications with the exception of Section 12-1.04, "Payment".

The Contractor shall provide radio-equipped flag persons during all one-lane operations. Flag persons shall be properly equipped and trained in accordance with "Instructions to Flagmen", published by the California Department of Transportation.

Flaggers and all personnel working near traffic shall wear hardhats, orange/red, or State approved fluorescent green vests or shirts. Flaggers shall guide traffic with an appropriate stop/slow sign.

Traffic Control Plan:

The Contractor shall provide a site-specific Traffic Control Plan(s) that consists of a scaled aerial view drawing(s) in accordance with the latest version of the State of California Department of Transportation "Manual of Traffic Controls for Maintenance and Construction Work Zones." Copies or modified copies of the Manual of Traffic Controls for Maintenance and Construction Work Zones or the Work Area Traffic Control Handbook or any other type of copied standardized traffic control plans shall not be acceptable.

The plan shall show all traffic control measures and devices on the actual street(s) as they relate to the site conditions for lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, railroad crossings, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work, as well as where Contractor plans to park construction vehicles and equipment, and other matters which might be important to the safe movement of traffic. The plan shall also indicate placement and type of warning signs, lights, devices, flag persons; and have a schedule for implementation.

The Traffic Control Plan(s) and Truck Route/Haul Route shall be submitted by the Contractor to the Engineer a minimum of 14 Days prior to the Work. The Traffic Control Plan(s) shall be reviewed and approved by the Engineer prior to any work commencing on the project.

The Contractor shall keep a minimum of one 11-foot wide lane of traffic open in each direction during working hours. Attention is directed to these Contract Documents regarding specific traffic lane closure restrictions.

Additional lane closure restrictions may be imposed if there is evidence that excessive inconvenience to the public is observed during construction.

Any lane closure requires the submittal of a Traffic Control Plan(s). The traffic control plan shall provide for the orderly and predictable movement of all traffic and pedestrians and for such guidance and warning as needed to ensure the safe and informed operation of individual elements of the traffic stream. Contractor shall not detour traffic or close lanes until the traffic control plan has been approved by the Engineer.

All Lane closures or when an entire segment of roadway is closed, flashing arrow boards, detour signs, and flaggers to direct traffic will be required.

Lane Closure Restrictions: during commute hours. The major commute streets are identified

as, but not limited to:

Montague Expressway, Arizona Avenue, Escuela Parkway north of Jacklin Road, East Calaveras Boulevard, West Calaveras Boulevard, Jacklin Road, Dixon Landing Road, South Park Victoria Drive, North Park Victoria Drive, Piedmont Road, North Milpitas Boulevard, South Milpitas Boulevard, North Abel Street, South Abel Street, McCarthy Boulevard, Alder Drive, Great Mall Parkway, Tasman Drive, Capital Avenue, Milmont Drive north of Dixon Landing Road, Abbott Avenue north of Route 237, South Main Street, and Landess Avenue.

This means that no construction signs, delineators, cones, or any other construction type signs or appurtenances may be placed in or near the lane that will cause slowing of traffic prior to the times listed below:

Commute hours are defined as:

Morning commute:	6:00 a.m. to 9:00 a.m.
Afternoon commute:	3:00 p.m. to 7:00 p.m.

Additional lane closure restrictions may be imposed if there is evidence that excessive inconvenience to the public is observed during construction.

Any lane closure requires the submittal of a Traffic Control Plan. The Traffic Control Plan shall provide for the orderly and predictable movement of all traffic and pedestrians and for such guidance and warning as needed to ensure the safe and informed operation of individual elements of the traffic stream. Contractor shall not detour traffic or close lanes until the Traffic Control Plan has been approved by the Engineer.

Sidewalks, Driveways, ADA Ramps, and Bus Stops:

The Contractor shall maintain pedestrian, vehicular, and bus stop access at all times. In locations where only one driveway exists for a property, the Contractor shall coordinate with the property owner for limitation of access or closure for segments of a day. Driveway apron replacement shall be constructed in segments to allow one-half of the driveway to remain open. This requirement does not apply to properties with multiple driveways.

Continuous pedestrian access shall be maintained on at least one side of the street. Sidewalk closures will be permitted on one side of a street at a time from intersection to intersection with appropriate detour signage. An alternative is if the Contractor provides a safe sidewalk detour that complies with ADA. At street intersections, the Contractor shall maintain an ADA compliant path of travel through and around the intersection.

The Contractor shall coordinate its work with the Valley Transportation Authority (VTA) to coordinate work around bus stops. The Contractor's work shall not impede or close a stop unless coordinated first with the transit agency. The Contractor's work shall not cause an unsafe condition for bus riders, and shall not cause buses to release riders in the street or within the construction zone.

Signage:

All construction signs and other warning devices shall be provided by the Contractor and shall become the Contractor's property after completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations.

The Contractor shall not block any driveway or access to adjacent property owners at any time unless instructed otherwise by the Engineer.

Whenever the Contractor's operations create a condition potentially hazardous to the public or traffic, the Contractor shall furnish, at their own expense, such flaggers, guards, and other devices necessary to provide adequate warning to the public of any dangerous conditions to be encountered. Contractor shall furnish, erect and maintain such fences, barricades, lights, signs, and other devices necessary to prevent accidents and avoid damage or injury to the public.

If the Contractor fails to provide, is neglectful of or negligent in furnishing and maintaining warning and protective facilities and personnel as herein provided within eight (8) hours of being notified by the Engineer of the need for such, the City may furnish and maintain such facilities and personnel. In this event, the City may charge the Contractor therefore by deducting the cost of such facilities and personnel from progress payments due to the Contractor as such costs are incurred by the City.

Those parts of public streets, rights-of-way, and sidewalks occupied by the Contractor shall be immediately vacated and returned to public use when the use thereof is no longer necessary for the construction work.

No Parking Signs/Towing:

The contractor shall provide "No Parking" signs with day of the week and work hours written out or properly abbreviated with 3 or 4 letters; the month shall be written out or properly abbreviated with 3 or 4 letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the words, "No Parking" are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The Contractor shall also include on the backside of the mounting stakes or barricades a current copy of the Construction Notice. The signs shall be placed as needed to control the parking of cars within the construction zone and shall be placed at a maximum spacing of sixty (60) feet.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all damaged and defective signs. Upon completion of work in each area, all signs, stakes, and barricades shall be promptly and completely removed by the Contractor.

The Contractor shall be fully responsible for adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Police Department. The Contractor shall notify the Police traffic sergeant upon posting of the parking restrictions for a particular street and when the signs are removed. For removal of parked vehicles, the Contractor shall notify the Police traffic sergeant not less than 2 hours prior to the needed removal with the address nearest the parked vehicle, make, model, color, and license number. The City shall not be responsible for any delay or additional cost associated with the removal of parked cars which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

The following shall also be contacted by the Contractor and made aware of the intended construction activities 5 days, and 48-hours, prior to planned construction activities.

Contact

Milpitas Police Department
Milpitas Fire Department

**Telephone
Number**

(408) 586-2400
(408) 586-2800

Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.
2. Contractor shall fully clean up the site at the completion of each work day. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.7 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.
2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.
4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site. Contractor shall remove construction caused debris from streets and sidewalks as directed by the Engineer.
2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.
3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.
2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.
3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not

be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity.

END OF GENERAL REQUIREMENTS

SPECIAL CONDITIONS

NOTICE TO PROCEED

The Contractor shall accomplish the following items prior to being issued a Notice to Proceed:

- A. Attend City Pre-Construction Meeting with the Engineer. Attendees shall include the Contractor, Contractor's Superintendent, and all Subcontractors.
- B. Obtain favorable City review of Contractor's Construction Base-Line Schedule, which shall be completed in accordance with the requirements of the Contract Documents.
- C. Obtain favorable City review of Contractor's traffic control plan and haul route completed in accordance with these Contract Documents.

Upon completion of these items, and any other requirements as may be specified elsewhere in these Contract Documents, the Engineer will issue a Notice to Proceed to the Contractor.

The Contractor shall notify the Engineer of its intent to begin work at least 48-hours prior to beginning work. Once work begins, notification must be made only if work is delayed or suspended.

WORKING HOURS

The regular working hours shall be between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and other legal holidays.

Contractors may be allowed to work from 7:00 a.m. to 7:00 p.m. Mondays through Fridays including weekends, but excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day and other legal holidays if approved by the Engineer in writing.

The Contractor shall give a minimum of three (3) days' notice to the Engineer for any work scheduled outside of the regular working hours. The Contractor is responsible to schedule and coordinate its work accordingly to allow for inspections by the Engineer or its designee as required by these Specifications.

The Contractor may be required to reimburse the City for any wages or expenses incurred, including City's mark-up and cost of vehicles for inspections by Engineer during non-regular hours

worked.

Further restrictions to working hours maybe specified elsewhere in these Contract Documents. The Contractor is directed to Sections regarding Sound Control, Lane Closure Restrictions, and Public Convenience and elsewhere. The Contractor's hours and days of work may further be altered by the Engineer to accommodate the efficient movement of traffic and public safety with no additional compensation due to the Contractor.

END OF SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

Project Overview:

The California Regional Water Quality Control Board, San Francisco Bay Region, Municipal Regional Stormwater NPDES Permit, Order Number R2-2015-0049 NPDES Permit No. CAS612008 November 19, 2015; Section C.10 (MRP) requires permittees to achieve no visual impact from trash by the year 2022. The City of Milpitas has been divided into twenty (20) trash management areas (TMA's). The City's Long Term Trash Load Reduction Plan calls for the installation of FTC catch basin inserts to meet the trash reduction requirements described in the MRP. During FY 2018/2019, the City of Milpitas will install 167 Connector Pipe Screen (CPS) devices² in catch basins located throughout the City. Maps of the TMA's and catch basin locations are included in Exhibit B, Project Plans section of this document.

PRODUCTS:

The Connector Pipe Screen Device must meet the MRP requirement to capture trash greater than or equal to 5mm. The device used must be on the Regional Water Quality Control Boards approved list. The device shall include a hinge mechanism which allows for quick and easy removal of the device for cleaning and emergency situations.

The device to be installed for this project is the Stormtek ST3 or ST3-G Catch Basin Connector Pipe Screen (CPS).

Contractor shall provide a submittal of the manufacturer specification sheet to the City for review and approval prior to installation.

158 of the 167 devices are in the City right-of-way or temporary easements. Nine (9) of the 167 inlets ID#21701, 21702, 21891, 21896, 21898, 21899, 21903, 21908, and 21928 are located within the State right-of-way. An encroachment permit from Caltrans to work at these locations is required. The City is obtaining an encroachment permit and will provide to the Contractor as soon as it is available. The installation of these 9 devices may require an additional mobilization.

"Hot Dot" reflectors (color magenta) shall be installed on the curb directly adjacent to each inlet location where a CPS device is installed.

Contractor shall paint two 3-inch wide white lines horizontally along at least one wall of the catch basin indicating the 50% full line and a 100% full line. Paint used shall be waterproof and durable enough to withstand regular catch basin maintenance and exposure to the elements.

² Full capture devices are defined as "any device or series of devices that traps all particles retained by a 5mm mesh screen and has a design treatment capacity of not less than the peak flow rate resulting from a one-year, one-hour, storm in the tributary drainage catchment area. Full capture systems are approved by the San Francisco Bay Regional Water Quality Control Board.

INSTALLATION:

Each CPS shall be sized for the inlet it is to be installed in. The CPS shall be installed per manufacturer recommendations and as required by the MRP and industry standards.

Before installation the inlet shall be cleaned and all trash and debris shall be removed and disposed off-site in a legal manner at the contractor's expense.

Upon completion of CPS installation the Contractor shall submit to the City an excel spreadsheet listing the inlet IDs, date installed, catch basin size, device model installed, and GIS latitude and longitude coordinates for each device.

INSPECTION, MAINTENANCE AND REPORTING:

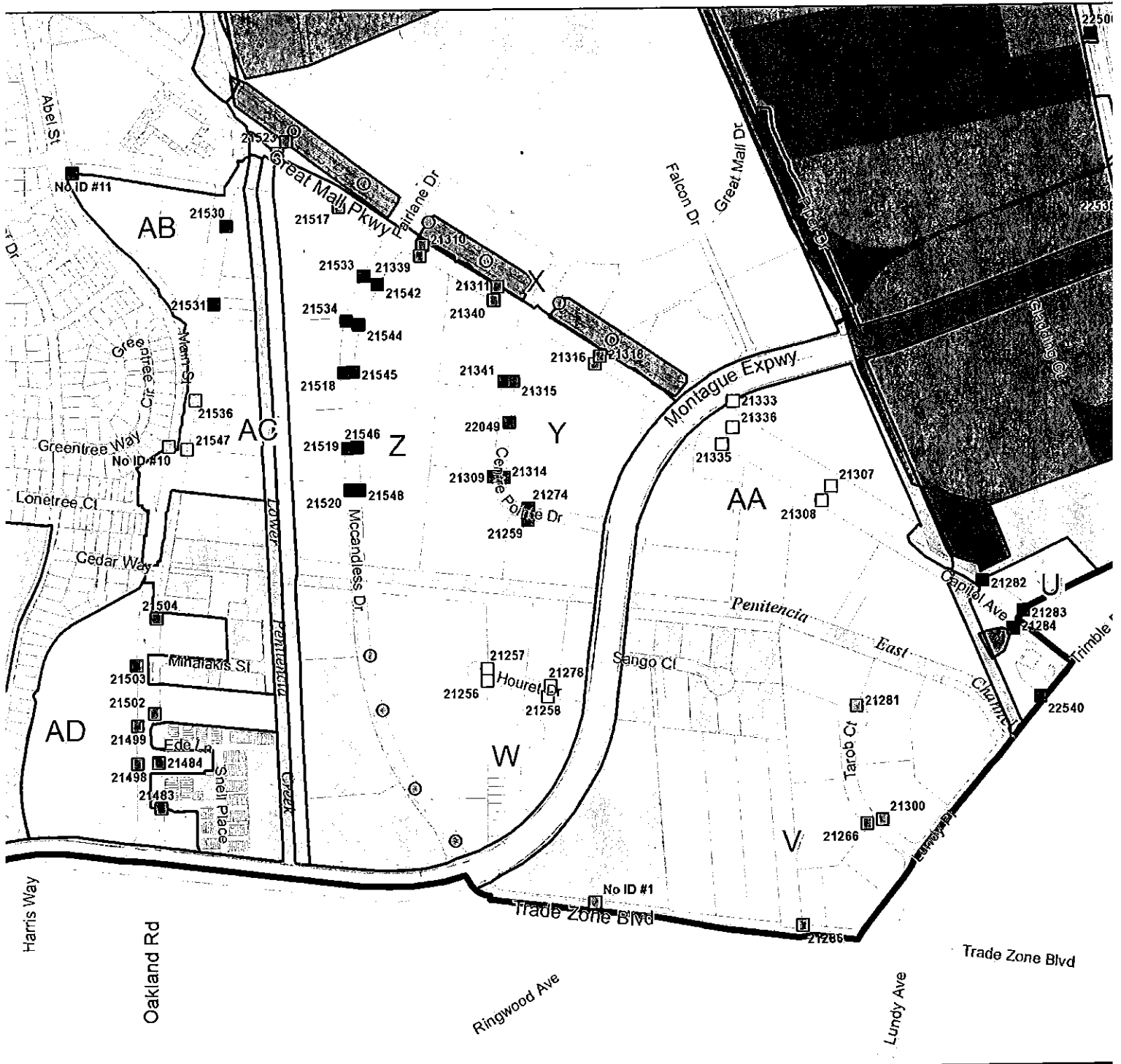
Regular inspection and maintenance shall be as outlined in the MRP and shall occur a minimum of twice per year; once before the onset of the rainy season (October) and once at the completion of the rainy season (May).

CPS devices shall be maintained according to the manufacturer's recommendations.

Reports shall be generated for each maintenance inspection in accordance with the MRP requirements. A sample report form is provided in Attachment 3 of this scope of Services.

END OF TECHNICAL SPECIFICATIONS

Attachment 1
Trash Management Area (TMA) Maps



Legend

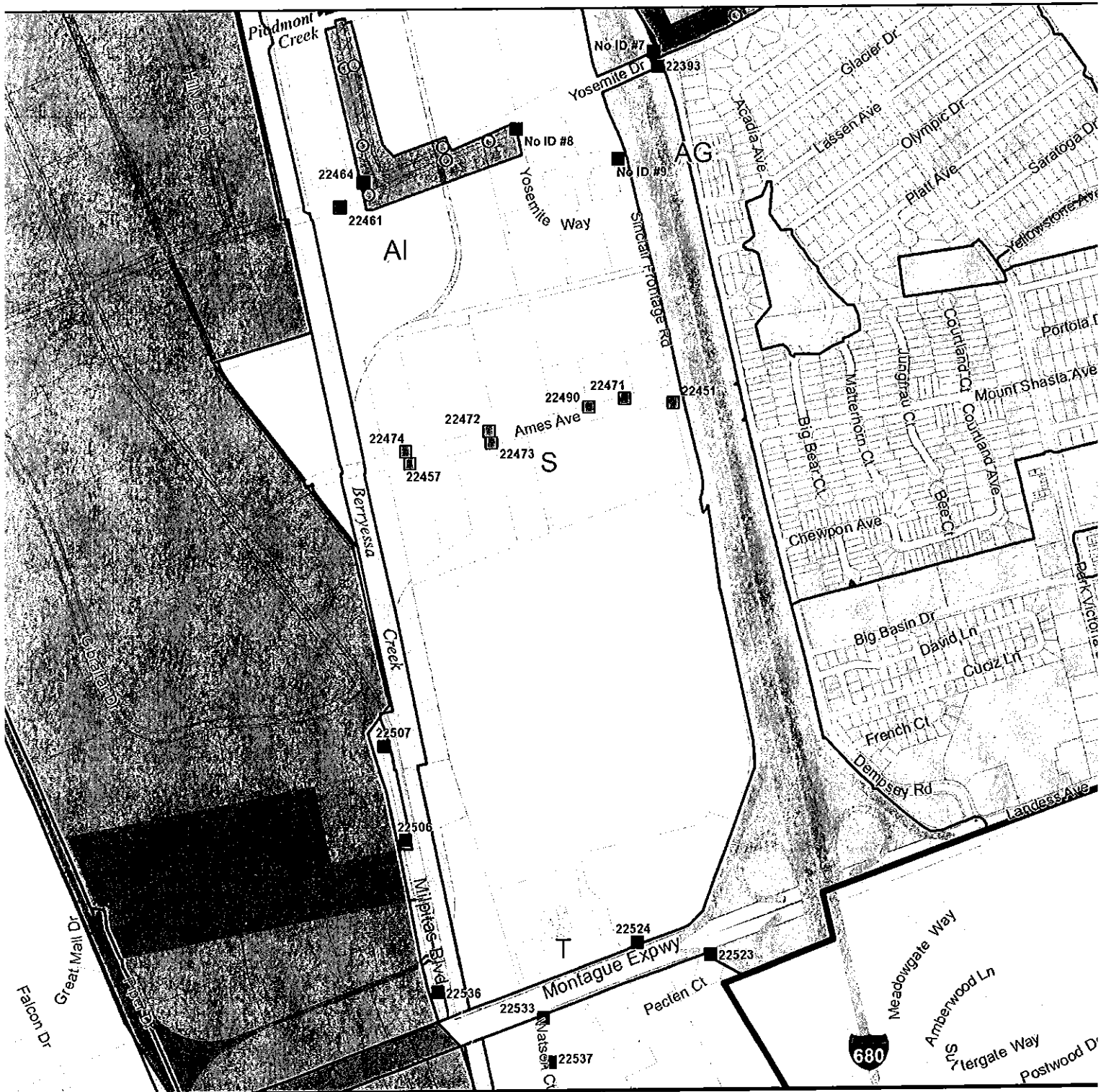
- Proposed Inlet Filter/Screen
(Labeled by City ID and Colored by Group)
- Existing Full Capture Location
- Trash Full Capture
- Trash Management Area
- Parcel Boundary

Trash Generation Category

- Low
- Moderate
- High
- Very High
- Non-jurisdictional

0 45 90 180
Meters



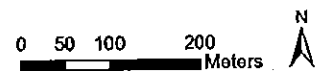


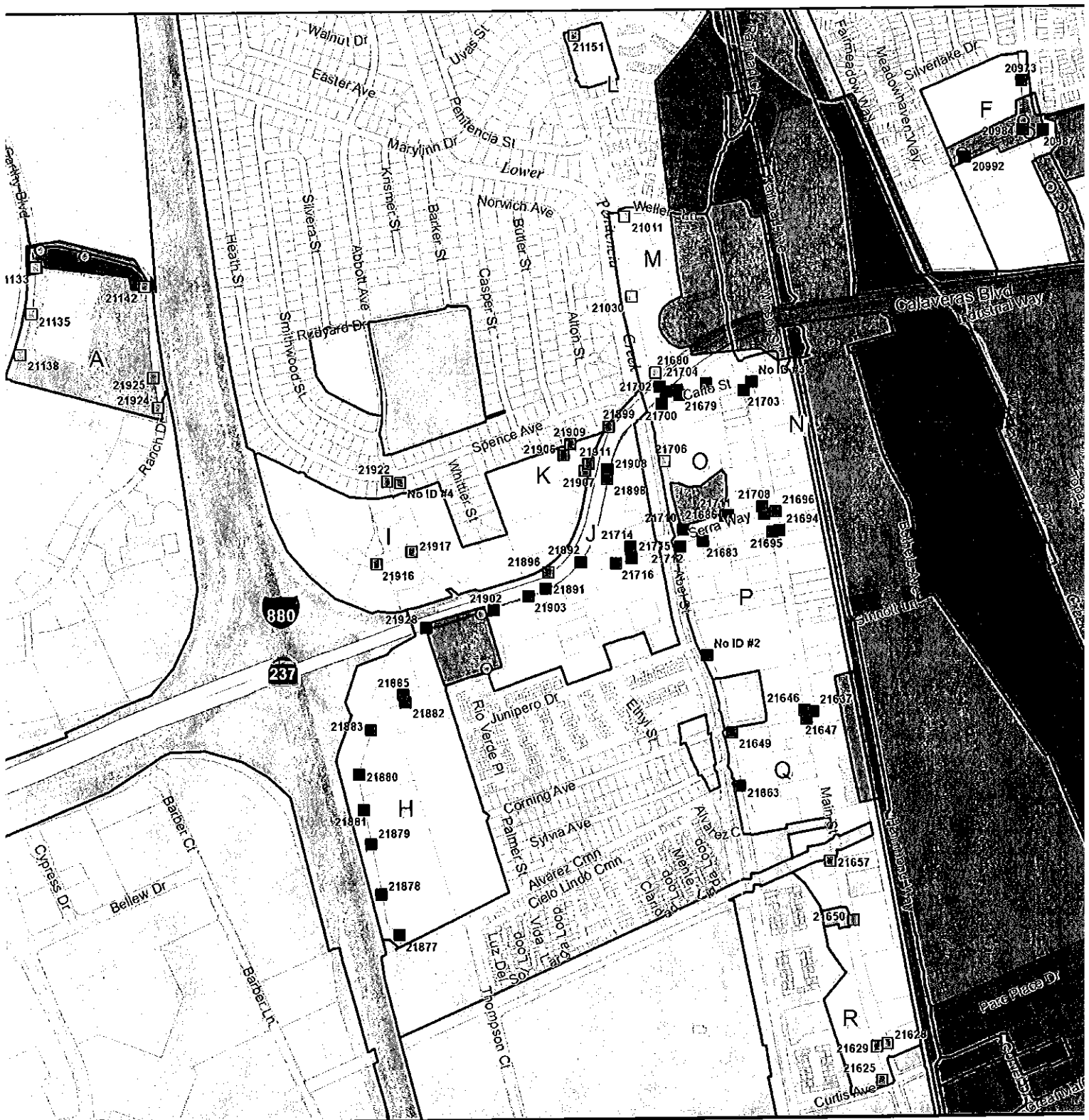
Legend

- Proposed Inlet Filter/Screen
(Labeled by City ID and Colored by Group)
- Existing Full Capture Location
- Trash Full Capture
- ▭ Trash Management Area
- ▭ Parcel Boundary

Trash Generation Category

- Low
- Moderate
- High
- Very High
- Non-jurisdictional





Legend

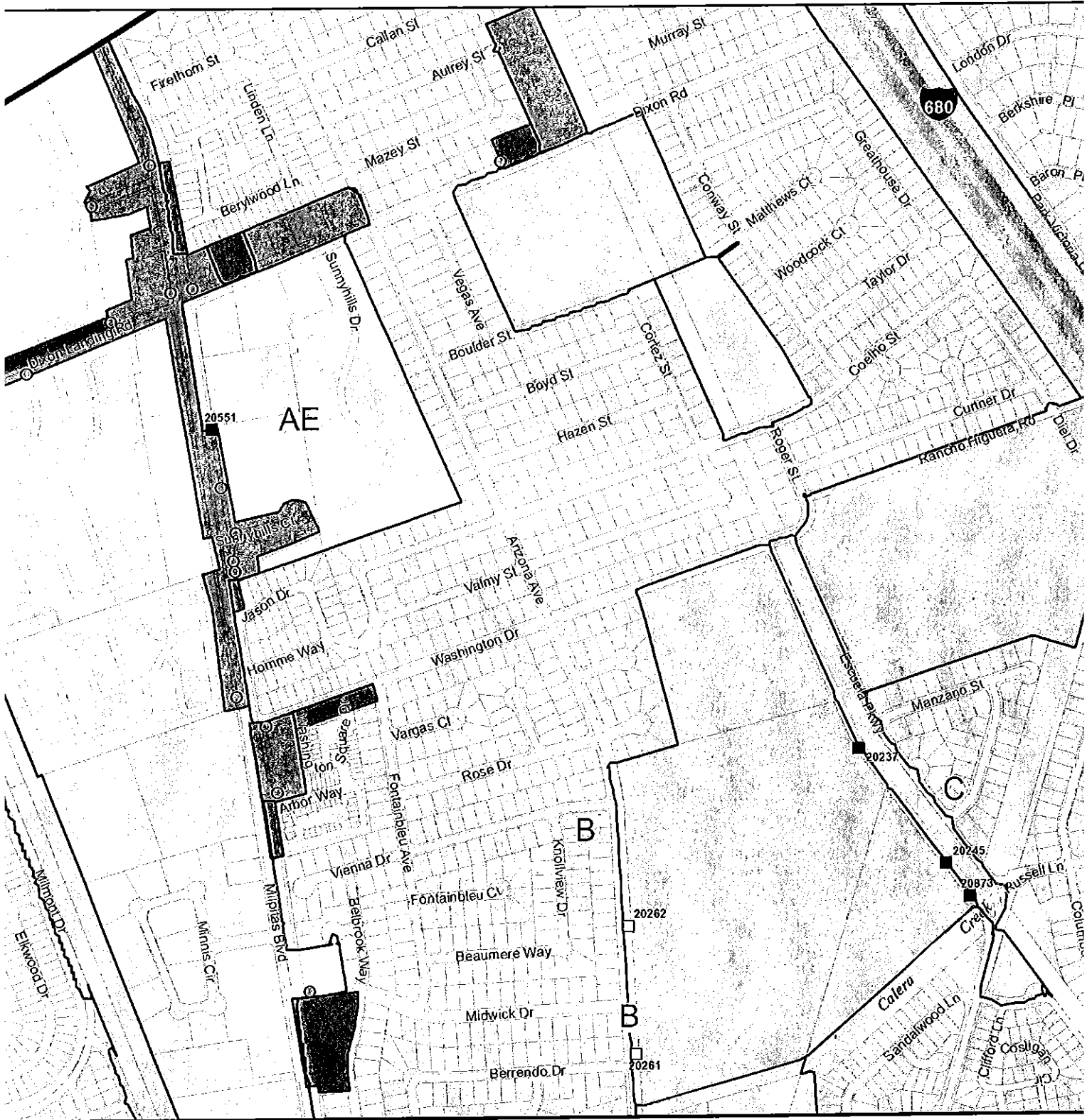
- Proposed Inlet Filter/Screen
(Labeled by City ID and Colored by Group)
- Existing Full Capture Location
- Trash Full Capture
- Trash Management Area
- Parcel Boundary

Trash Generation Category

- Low
- Moderate
- High
- Very High
- Non-jurisdictional

0 55 110 220 Meters





Legend

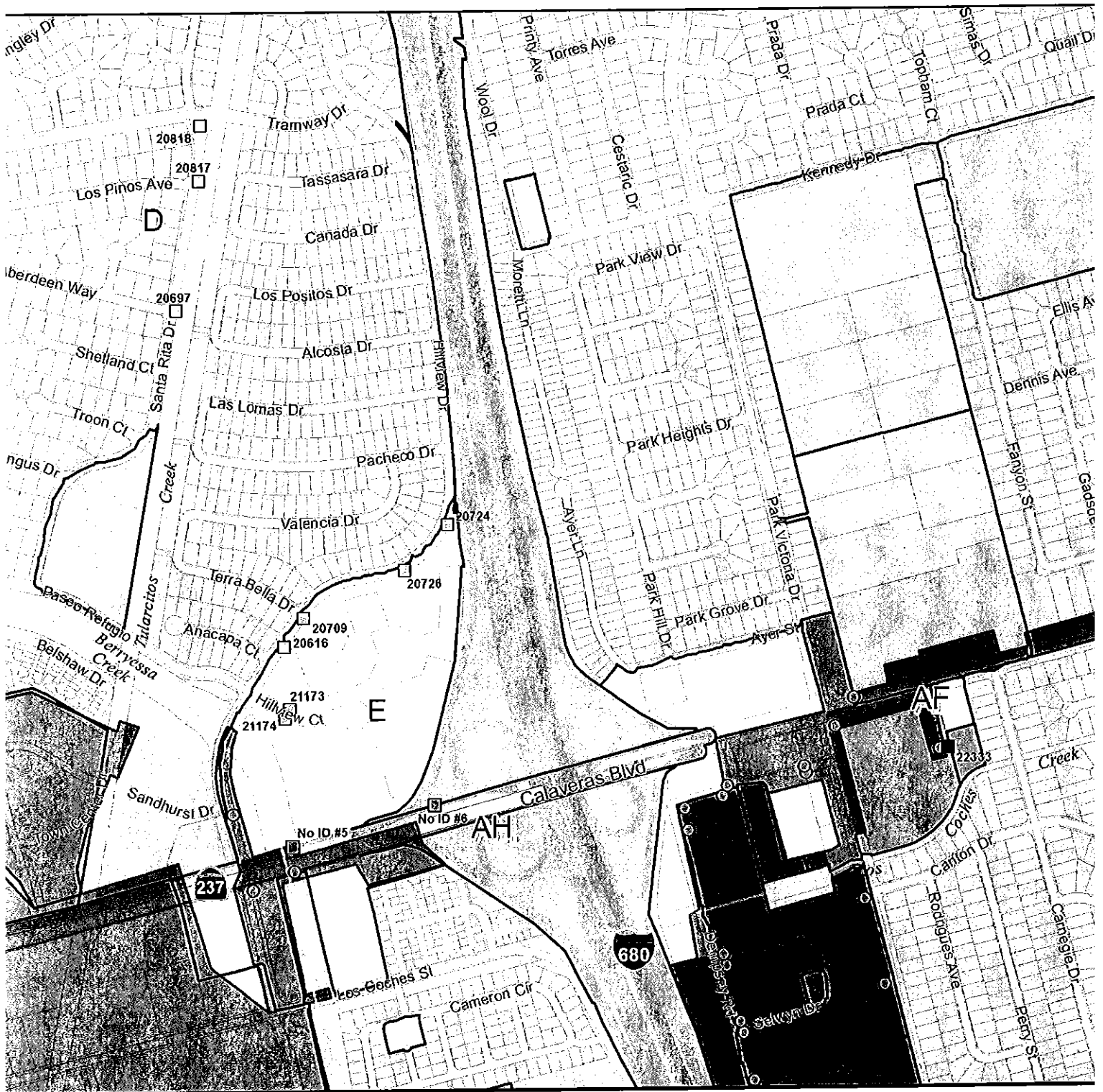
- Proposed Inlet Filter/Screen
(Labeled by City ID and Colored by Group)
- Existing Full Capture Location
- Trash Full Capture
- Trash Management Area
- Parcel Boundary

Trash Generation Category

- Low
- Moderate
- High
- Very High
- Non-jurisdictional

0 40 80 160
Meters

N



Legend

- Proposed Inlet Filter/Screen
(Labeled by City ID and Colored by Group)
- Existing Full Capture Location
- Trash Full Capture
- Trash Management Area
- Parcel Boundary

Trash Generation Category

- Low
- Moderate
- High
- Very High
- Non-jurisdictional



ATTACHMENT 2
Storm Drain Inlet Information

Inlet ID	Latitude	Longitude	Group ID on Map
20237	37.45223	-121.90121	C
20245	37.45087	-121.89987	C
20261	37.44856	-121.90451	B
20262	37.45009	-121.90465	B
20551	37.45599	-121.91102	AE
20616	37.43640	-121.89275	E
20697	37.44053	-121.89447	D
20709	37.43675	-121.89245	E
20724	37.43791	-121.89021	E
20726	37.43735	-121.89089	E
20817	37.44214	-121.89415	D
20818	37.44283	-121.89413	D
20873	37.45047	-121.89949	C
20973	37.43556	-121.90108	F
20984	37.43474	-121.90105	F
20987	37.43473	-121.90061	F
20992	37.43428	-121.90227	F
21011	37.43324	-121.90945	M
21030	37.43191	-121.90929	M
21133	37.43232	-121.92187	A
21135	37.43154	-121.92195	A
21138	37.43086	-121.92216	A
21142	37.43202	-121.91957	A
21151	37.43627	-121.91055	L
21173	37.43562	-121.89266	E
21174	37.43551	-121.89273	E
21256	37.40669	-121.89741	W
21257	37.40684	-121.89741	W
21258	37.40648	-121.89643	W
21259	37.40877	-121.89677	Y
21266	37.40487	-121.89120	V
21274	37.40892	-121.89676	Y
21278	37.40662	-121.89638	W
21281	37.40639	-121.89140	V
21282	37.40801	-121.88935	U
21283	37.40763	-121.88868	U
21284	37.40740	-121.88884	U
21286	37.40356	-121.89223	V
21300	37.40493	-121.89095	V
21307	37.40922	-121.89184	AA
21308	37.40904	-121.89198	AA
21309	37.40933	-121.89733	Y
21310	37.41230	-121.89853	X
21311	37.41178	-121.89729	X
21314	37.40931	-121.89718	Y
21315	37.41056	-121.89703	Y
21316	37.41079	-121.89569	X
21318	37.41090	-121.89561	X
21333	37.41032	-121.89343	AA
21335	37.40976	-121.89360	AA
21336	37.40998	-121.89343	AA
21339	37.41217	-121.89856	X
21340	37.41160	-121.89735	X
21341	37.41056	-121.89718	Y
21483	37.40502	-121.90270	AD
21484	37.40561	-121.90276	AD
21498	37.40560	-121.90309	AD
21499	37.40608	-121.90311	AD

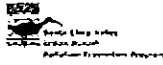
Inlet ID	Latitude	Longitude	Group ID on Map
21647	37.42486	-121.90551	Q
21649	37.42463	-121.90707	Q
21650	37.42151	-121.90449	R
21657	37.42249	-121.90499	R
21663	37.42374	-121.90690	Q
21678	37.43035	-121.90830	N
21679	37.43027	-121.90826	N
21680	37.43064	-121.90877	M
21683	37.42782	-121.90773	P
21686	37.42825	-121.90726	P
21694	37.42801	-121.90612	P
21695	37.42799	-121.90626	P
21696	37.42833	-121.90620	P
21697	37.42829	-121.90644	P
21700	37.43012	-121.90862	N
21701	37.43032	-121.90853	N
21702	37.43040	-121.90868	N
21703	37.43036	-121.90688	N
21704	37.43047	-121.90769	N
21706	37.42916	-121.90856	O
21708	37.42841	-121.90647	P
21710	37.42802	-121.90815	P
21711	37.42826	-121.90719	P
21712	37.42773	-121.90821	P
21714	37.42773	-121.90927	J
21715	37.42753	-121.90924	J
21716	37.42745	-121.90958	J
21877	37.42121	-121.91406	H
21878	37.42188	-121.91446	H
21879	37.42272	-121.91469	H
21880	37.42389	-121.91496	H
21881	37.42330	-121.91485	H
21882	37.42510	-121.91398	H
21883	37.42463	-121.91471	H
21885	37.42522	-121.91403	H
21891	37.42702	-121.91105	J
21892	37.42746	-121.91031	J
21896	37.42729	-121.91100	K
21898	37.42885	-121.90978	J
21899	37.42973	-121.90975	K
21902	37.42664	-121.91214	J
21903	37.42689	-121.91141	J
21906	37.42925	-121.91069	K
21907	37.42900	-121.91024	K
21908	37.42902	-121.90977	J
21909	37.42944	-121.91055	K
21911	37.42910	-121.91017	K
21916	37.42741	-121.91462	I
21917	37.42762	-121.91388	I
21922	37.42879	-121.91441	I
21924	37.43000	-121.91927	A
21925	37.43049	-121.91937	A
21928	37.42634	-121.91357	J
22049	37.41003	-121.89709	Y
22333	37.43519	-121.88237	AF
22393	37.42580	-121.88335	AG
22451	37.42115	-121.88303	S
22457	37.42029	-121.88763	S

Inlet ID	Latitude	Longitude	Group ID on Map
21502	37.40624	-121.90283	AD
21503	37.40686	-121.90312	AD
21504	37.40747	-121.90281	AD
21517	37.41279	-121.89989	X
21518	37.41066	-121.89978	Z
21519	37.40968	-121.89970	Z
21520	37.40914	-121.89967	Z
21523	37.41363	-121.90076	X
21526	37.41348	-121.90089	X
21530	37.41253	-121.90172	AB
21531	37.41153	-121.90192	AB
21533	37.41190	-121.89946	Z
21534	37.41132	-121.89974	Z
21536	37.41029	-121.90220	AC
21542	37.41180	-121.89925	Z
21544	37.41128	-121.89954	Z
21545	37.41067	-121.89963	Z
21546	37.40969	-121.89955	Z
21547	37.40965	-121.90234	AC
21548	37.40914	-121.89951	Z
21625	37.41883	-121.90386	R
21628	37.41945	-121.90375	R
21629	37.41940	-121.90397	R
21637	37.42499	-121.90538	Q
21646	37.42500	-121.90556	Q

Inlet ID	Latitude	Longitude	Group ID on Map
22461	37.42382	-121.88889	AI
22464	37.42416	-121.88848	AI
22471	37.42121	-121.88389	S
22472	37.42074	-121.88626	S
22473	37.42058	-121.88622	S
22474	37.42045	-121.88770	S
22490	37.42108	-121.88451	S
22506	37.41509	-121.88765	T
22507	37.41639	-121.88804	T
22523	37.41354	-121.88230	T
22524	37.41370	-121.88357	T
22533	37.41265	-121.88521	T
22536	37.41300	-121.88706	T
22537	37.41204	-121.88508	T
22540	37.40651	-121.88839	U
No ID #1	37.40384	-121.89562	V
No ID #2	37.42591	-121.90762	P
No ID #3	37.43050	-121.90672	N
No ID #4	37.42878	-121.91413	I
No ID #5	37.43392	-121.89259	AH
No ID #6	37.43445	-121.89039	AH
No ID #7	37.42600	-121.88342	AG
No ID #8	37.42491	-121.88583	AG
No ID #9	37.42451	-121.88403	AG
No ID #10	37.40969	-121.90263	AC
No ID #11	37.41320	-121.90423	AB

ATTACHMENT 3
Maintenance Reporting

Maintenance Report



Trash Full Capture Device Inspection and Cleaning Field Log

TMA# _____

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

Date	ID	Location				Inspectors
Plugged/Blinded? [*] ☐ Yes ☐ No	Device > 50% full? [*] ☐ Yes ☐ No	Evidence of Overflow? ☐ Yes ☐ No	Evidence of Flooding? ☐ Yes ☐ No	Cleaned? ☐ Yes ☐ No	Damaged? ☐ Yes ☐ No	HDS Solids Depth (in):
Comments/Corrective Actions:						

^{*}If "Yes", must increase inspection frequency.

5/13/16

EXHIBIT "B"
COST PROPOSAL

Exhibit B
Cost Proposal

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	Extension
1.	Mobilization	LS	1	\$2,500	\$2,500
2.	Purchase and installation of Stormtek Catch Basin Connector Pipe Screen devise.	EA	158	\$1,480	\$233,840
3.	Purchase and installation of Stormtek Catch Basin Connector Pipe Screen device located in Caltrans right-of-way.	EA	9	\$1,480	\$13,320
4.	Purchase and install Hot Dots identifying each catch basin that contains a CPS device.	EA	167	\$25	\$4,175
5.	Install 3-inch wide painted fill lines (50% & 100%) in catch basins.	LS	1	\$6,680	\$6,680
6.	Maintenance and reporting (2 events per year) of 167 Storm Drain Inlet Trash Guards	Year	1	\$23,380	\$23,380
7.	Traffic Control	LS	1	\$6,300	\$6,300

CONTRACT TOTAL

\$ 290,195

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the extension set forth for a unit basis item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Extension" column, then the amount set forth in the "Extension" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

EXHIBIT "C"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

Storm Water Inspection and Maintenance Services, Inc.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "D"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Contractor: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "E"

PAYMENT AND PERFORMANCE BONDS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Milpitas (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Milpitas (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to

recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

EXHIBIT "F"

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's or Consultant's Agreement.

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 Exhibit C. 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 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.
- X Coverage at least as broad as 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 \$1,000,000 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.
- ☐ Coverage at least as broad as 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 \$5,000,000 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:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

— Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.

— Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Workers' Compensation Insurance:

X 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** per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor/Consultant Signature

Surety Bonds:

X Contractor shall provide the following Surety Bonds:

1. Performance Bond
2. Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions:

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

X *Additional Insured Status:*

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

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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.

X *Primary Coverage:*

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

For any claims related to this contract, the **Contractor's or Consultant's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

X *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.

X *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.

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.

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

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 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.

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.

Item Attachment Documents:

C6. Adopt a Resolution Listing Projects for FY 2019-20 Funded by SB 1 Road Repair and Accountability Act of 2017 (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Adopt a Resolution Listing Projects for FY2019-20 to be Funded by SB 1 Road Repair and Accountability Act of 2017.



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

Item Title:	Adopt a Resolution Listing Projects for FY2019-20 Funded by SB 1 Road Repair and Accountability Act of 2017
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Adopt a Resolution Listing Projects for FY2019-20 to be Funded by SB 1 Road Repair and Accountability Act of 2017

BACKGROUND:

California Senate Bill 1 (SB 1) Road Repair and Accountability Act of 2017 (Chapter 5, Statute of 2017) was signed into law by the Governor in April 2017 in order to address significant statewide transportation funding shortfalls. The distribution of funding to local jurisdictions for road maintenance is based on a population formula. The City of Milpitas is anticipating an estimated \$1,239,138 in SB 1 funding starting in fiscal year 2019-20 for City street maintenance and repair.

For the City to receive annual SB 1 funding, the City Council must adopt a Resolution specifying projects for which the City intends to use SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds, and provide the Resolution to the California Transportation Commission (CTC) no later than May 1 of each year. The list of City projects must include a project description, location, proposed schedule of completion, and the estimated useful service life of the improvement.

ANALYSIS:

The adopted FY2018-2023 5-year Capital Improvement Program includes various street repair and improvement projects which staff recommends to be funded using the anticipated SB 1 Road Maintenance and Rehabilitation Account (RMRA) funds. Staff recommends the adoption of a Resolution listing the following City Street Resurfacing Projects for FY2019-20 to be funded using SB 1:

Street Resurfacing 2019 Project

McCarthy Blvd.	from N. Ranch Dr.	to Tasman Dr.
Technology Dr.	from McCarthy Blvd.	to 650 ft west of McCarthy Blvd.
SanDisk Dr.	from McCarthy Blvd.	to Murphy Ranch Rd.
Murphy Ranch Rd.	from McCarthy Blvd.	to 1,100 ft west of McCarthy Blvd.
Jacklin Rd.	from N. Milpitas Blvd.	to I-680 NB Ramp
Hillview Dr.	from Los Coches St.	to Berryessa Creek

Street Resurfacing 2020 Project

Dempsey Rd.	from Landess Ave.	to S. Park Victoria Dr.
Piedmont Rd.	from E Calaveras Rd.	to Landess Ave.
N Hillview Dr.	from Berryessa Creek	to Jacklin Rd.
S Abbott Ave.	from W Calaveras Rd.	to Southern end
Sycamore Dr.	from McCarthy Blvd.	to Barber Ln.
Buckeye Dr.	from Sycamore Dr.	to Cotton Dr.
Cottonwood Dr.	from McCarthy Blvd.	to Barber Ln.
Great Mall Pkwy.	from I-880 ramp	to Eastern City limit
Hammond Way	Entire Segment	
Sinnot Ln.	Entire Segment	

These project street locations are selected based on their pavement condition index (PCI) and pavement management program recommendations designed to maintain the City's overall pavement condition goal of good or better condition. Currently, the citywide PCI is a 77, which means the City's pavement condition is in "Good Condition".

POLICY ALTERNATIVES:

Alternative 1: Do not adopt the resolution listing FY2019-20 projects to be funded by SB 1 as required to receive funding.

Pros: None.

Cons: The City would not be eligible to receive \$1.23M in SB 1 funding for FY2019-20 projects.

Reason not Recommended: The receipt of annual SB 1 funding in the amount of \$1.23M is required to fund annual resurfacing projects to maintain the condition of the City's pavement system.

FISCAL IMPACT:

The adoption of a Resolution listing City FY2019-20 projects for use with SB 1 funds is required to be provided to California Transportation Commission (CTC) by May 1, 2019 to be eligible to receive the funding estimated to be \$1.23M. The City's receipt and use of SB 1 funding will offset the need for the City to use other funding sources on its Street Resurfacing Projects.

California Environmental Quality Act (CEQA):

The project is categorically exempt under Section 15301 of the California Environmental Quality Act guidelines for maintenance of existing facilities.

RECOMMENDATION:

Adopt a Resolution Listing Projects for FY2019-20 to be Funded by SB 1 Road Repair and Accountability Act of 2017.

Attachments:

1. Resolution
2. Project Location Exhibit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING A LIST OF
PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY
ACT OF 2017**

WHEREAS, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Milpitas (“City”) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$1,239,138 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding, which will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used Metropolitan Transportation Commission’s Pavement Management System to develop the SB 1 project lists to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 125 center lane miles of streets/roads throughout the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in a “good” condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a “good” to “excellent” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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 hereby adopts the following list of proposed projects to be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues: Street Resurfacing 2019 Project and Street Resurfacing 2020 Project.

Street Resurfacing 2019 Project

Roadway rehabilitation of the following streets:

McCarthy Blvd from N. Ranch to Tasman Dr

Technology Dr	from McCarthy Blvd	to about 650 ft west of McCarthy Blvd
SanDisk Dr	from McCarthy Blvd	to Murphy Ranch Rd
Murphy Ranch Rd	from McCarthy Blvd	to 1,100 ft west of McCarthy Blvd
Jacklin Rd	from N. Milpitas Blvd	to I-680 NB Ramp
Hillview Dr	from Los Coches St	to Berryessa Creek Trail.

The Street Resurfacing 2019 Project will provide roadway pavement repair including pavement maintenance treatments, AC overlay and/or reconstruction. Additionally, the project includes replacement and upgrade of curb, gutter, driveway, sidewalk, installation of ADA ramps, signage, striping, and implementation of bike facilities per the 2009 Bikeway Master Plan. The estimated useful life of this project is between 10 to 15 years. Construction of this project is scheduled for summer through fall of 2019.

Street Resurfacing 2020 Project

Roadway rehabilitation of the following streets:

Dempsey Rd	from Landess Ave	to S. Park Victoria Dr
Piedmont Rd	from E Calaveras Rd	to Landess Ave
N Hillview Dr	from Berryessa Creek	to Jacklin Rd
S Abbott Ave	from W Calaveras Rd	to Southern end
Sycamore Dr	from McCarthy Blvd	to Barber Ln
Buckeye Dr	from Sycamore Dr	to Cotton Dr
Cottonwood Dr	from McCarthy Blvd	to Barber Ln
Entirety of Hammon Way		
Entirety of Sinnot Ln		
Entirety of Bothelo Ave		
Great Mall Parkway	from I-880 ramps	to Eastern city limits

The Street Resurfacing 2020 Project will provide roadway pavement repair including pavement maintenance treatments, AC overlay and/or reconstruction. Additionally, the project includes replacement and upgrade of curb, gutter, driveway, sidewalk, installation of ADA ramps, signage, striping, and implementation of bike facilities per the 2009 Bikeway Master Plan. The estimated useful life of this project is between 10 to 15 years. Construction of this project is scheduled for summer through fall of 2020.

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

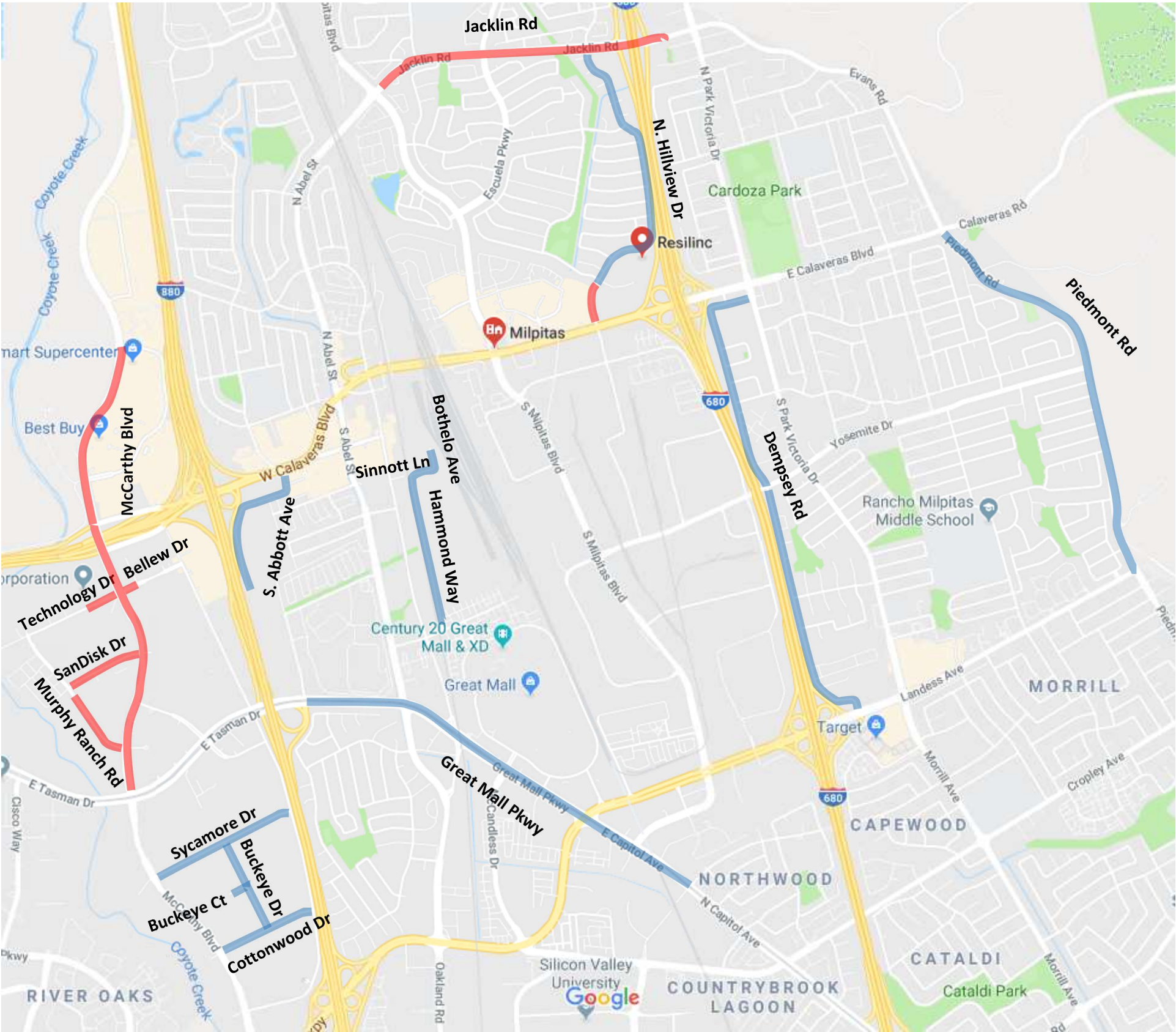
APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



- Street Resurfacing 2019
- Street Resurfacing 2020

Item Attachment Documents:

- C7. Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, Tennessee, July 21 – 24, 2019

Recommendation:

Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, Tennessee, July 21 – 24, 2019.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, Tennessee, July 21 – 24, 2019
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/19/2019
Staff Contact:	Ashwini Kantak, 408-586-3053
Recommendation:	Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, Tennessee, July 21 – 24, 2019.

Background: The Utility Engineering & Surveying Institute (UESI) is an institute of the American Society of Civil Engineers (ASCE), which offers education and networking opportunities for professionals working within the utility, pipeline engineering, and surveying/geomatics communities. The UESI Pipelines 2019 Conference provides a forum for pipeline engineers and practitioners from all around the world to share their experiences in meeting the challenges of today's pipeline infrastructure. The conference will include presentations on more than 180 technical papers and close to 90 exhibitors in the exhibit hall. The conference also provides a dynamic and inspiring venue for participants to share and gain valuable knowledge related to planning, designing, constructing, renewing, operating, managing and maintaining the pipeline assets.

Tony Ndah has been selected to receive the UESI Public-Sector Scholarship Award to attend UESI's 2019 Pipelines Conference. This scholarship consists of a free, full-conference registration, and some meals are also included with the complimentary registration.

Analysis: The City of Milpitas Travel and Expense Policy requires employee out-of-state be approved by City Council. The approval of this out-of-state travel will allow Tony Ndah to gain knowledge, professional development and networking opportunities in the utility engineering field, which will benefit the City in the management of the City underground utilities.

Fiscal Impact: The travel and lodging expenses would be \$1,540. The training budget for the Public Works Department has adequate funding for these expenses.

California Environmental Quality Act: Not applicable.

Recommendation: Authorize Out of State Travel for Public Works Director Tony Ndah to attend the Utility Engineering and Surveying Institute (UESI) Pipelines 2019 Conference in Nashville, Tennessee, July 21 – 24, 2019

Attachment: 2019 UESI Pipelines Conference – Preliminary Program

PRELIMINARY PROGRAM



PIPELINES 2019 CONFERENCE

Nashville, TN | July 21–24

Pipeline Engineering — Concepts in Harmony

**Register by
June 6, 2019
and Save!**



RENAISSANCE NASHVILLE HOTEL
www.pipelinesconference.org
FOLLOW THE CONVERSATION #PIPELINES19



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FRIDAY, JULY 19	
8:00 a.m.–5:00 p.m.	Committee Meetings
SATURDAY, JULY 20	
7:00 a.m.–5:00 p.m.	Registration Hours
8:00 a.m.–5:00 p.m.	Committee Meetings
8:00 a.m.–5:00 p.m.	Pre-Conference Workshops
SUNDAY, JULY 21	
7:00 a.m.–6:30 p.m.	Registration
7:00 a.m.–6:00 p.m.	Committee Meetings
8:00 a.m.–5:00 p.m.	Pre-Conference Workshops
10:00 a.m.–2:00 p.m.	Sporting Clays Tournament
2:00 p.m.–6:30 p.m.	Bookstore Hours
5:30 p.m.–7:00 p.m.	Welcome Reception in Exhibit Hall
MONDAY, JULY 22	
7:00 a.m.–4:30 p.m.	Registration and Bookstore Hours
7:30 a.m.–9:00 a.m.	Plenary Breakfast and Keynote Speaker
9:00 a.m.–4:00 p.m.	Exhibit Hall Hours
9:00 a.m.–10:00 a.m.	Networking Break in Exhibit Hall
10:00 a.m.–11:30 a.m.	Concurrent Technical Sessions
11:30 a.m.–1:00 p.m.	Exhibit Hall Lunch
1:00 p.m.–2:30 p.m.	Concurrent Technical Sessions
2:30 p.m.–4:00 p.m.	Networking Break in Exhibit Hall
2:30 p.m.–4:00 p.m.	Poster Presentation and Viewing
4:00 p.m.–5:30 p.m.	Concurrent Technical Sessions

TUESDAY, JULY 23	
8:00 a.m.–6:00 p.m.	Registration and Bookstore Hours
8:00 a.m.–4:30 p.m.	Exhibit Hall Hours
8:00 a.m.–9:00 a.m.	Continental Breakfast in Exhibit Hall
8:00 a.m.–9:00 a.m.	Diversity in Engineering Breakfast
9:00 a.m.–10:30 a.m.	Concurrent Technical Sessions
10:30 a.m.–11:30 a.m.	Networking Break in Exhibit Hall
10:30 a.m.–11:30 a.m.	Poster Presentation and Viewing
11:30 a.m.–1:00 p.m.	Awards Luncheon
1:15 p.m.–1:45 p.m.	Bechtel Lecture
1:15 p.m.–1:45 p.m.	Surveying and Mapping Award Lecture
2:00 p.m.–3:30 p.m.	Concurrent Technical Sessions
3:30 p.m.–4:30 p.m.	Networking Break in Exhibit Hall
4:30 p.m.–5:30 p.m.	Concurrent Technical Sessions
6:30 p.m.–9:30 p.m.	Special Event (offsite) – Wildhorse Saloon
WEDNESDAY, JULY 24	
7:00 a.m.–1:00 p.m.	Registration
7:30 a.m.–8:00 a.m.	Continental Breakfast
8:00 a.m.–9:30 a.m.	Concurrent Technical Sessions
8:00 a.m.–11:00 a.m.	Committee Meeting
9:30 a.m.–10:00 a.m.	Networking Break
10:00 a.m.–11:30 a.m.	Concurrent Technical Sessions
11:45 a.m.–1:00 p.m.	Wellness Lunch
1:00 p.m.–3:00 p.m.	Technical Tours & Top Golf Recreational Activity



AN INVITATION TO ATTEND



Letter from UESI President

On behalf of the Utility Engineering and Surveying Institute (UESI) of the American Society of Civil Engineers (ASCE), welcome to the Pipelines 2019 Conference in Nashville, TN.

Concepts in Harmony is not only our theme this year, but a challenge to all of us to be ever diligent in understanding and communicating our role in managing the built and natural environment. Pipeline projects require a diverse understanding, and when done well, achieve infrastructure harmony. Conversely, when done poorly, unacceptable outcomes can occur. This conference is unique to the world in bringing together the premier expertise in the Pipeline Engineering field. From engineers to surveyors, seasoned to young members, experts to the novice, we will all walk away from this conference having learned something new.

This conference meets the mission of UESI as Utilities and Surveying have worldwide applications and UESI was developed to be that global leader in educational development and opportunities for professionals, manufacturers, and technologists to contribute their collective knowledge to make the world a better place.

To those attendees that are not currently ASCE or UESI members, please stop by the UESI booth while at the conference and learn more about ASCE and how you can contribute.



I look forward to seeing you there.

David Totman, M.ASCE
ASCE UESI President 2019
Director of Asset Management | Innovyze

Invitation to Attend

Hey ya'll, I declare, we're fixin' to have a grand ole time at the UESI Pipelines 2019 Conference in Nashville, Tennessee! The temp will not be the only thing blazing this summer. Nashville is famous for sizzling good BBQ, hot chicken, and our electrifying downtown Broadway! There's plenty to do here, so come early and stay late. Nashville is a top destination in the South!

For music lovers, there's the Grand Ole Opry, The Country Music Hall of Fame and honky tonks and music venues practically everywhere – and Tuesday night we'll be enjoying live music and line-dancing at the world famous *Wildhorse Saloon!*

If you're a sports enthusiast, we have premium golf courses and great boating & water skiing lakes and rivers around town, or if you're in the mood to catch a baseball game, the minor league affiliate of the Rangers, the Nashville Sounds, has home games during your visit.

Nashville is a Foodie's paradise – meat and threes (look it up) everywhere and mac and cheese is a staple here – just like momma used to make! For those of you needing your cultural fix, Nashville has a replica of the Parthenon, President Andrew Jackson's home, the historic Ryman Auditorium (original Grand Ole Opry), and antebellum plantations and museums for touring.

Don't forget the main attraction – the technical content delivered at the Pipelines Conference is second to none in the industry. We have an outstanding lineup of paper presentations, workshops and vendor exhibits. And learning is in order along with all the fun – Nashville is known as the "Athens of the South" because it was the first southern city to have a public education system organized, and today the city is filled with institutions of higher learning.

Start preparing for your trip to Nashville! Bring seasonably comfortable clothing (boots, jeans and cowboy hats are a must – bless your heart!), or sensible shoes (if boots aren't your thing), because we're a great walking city. Bring your pocketbook and a healthy appetite for great food and for learning – this destination and conference will feed both – you'll be full up. It's shaping up to be a memorable conference and destination sprinkled with some southern hospitality and charm!

See you in July!



Anna Pridmore, Ph.D., P.E.
Vice President – Pipeline Solutions, STRUCTURAL TECHNOLOGIES



Hal Balthrop, P.E.
Assistant Director, Metro Water Services – Nashville

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Anna Pridmore, Ph.D., M.ASCE
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Sandra Rolfe-Dickinson, P.Eng., C.Eng. (UK)
Technical Director, Pipetechnics Ltd.



PRE-CONFERENCE WORKSHOPS

SATURDAY, JULY 20

LARGE DIAMETER PIPELINE FORUM

8:00 a.m.–12:00 p.m.

The Large Diameter Pipeline Owners Group is a consortium of large diameter pipeline owners that work together and discuss the operation, maintenance, and management of their large diameter pipe systems. The forum will discuss condition assessment, asset management, data management, transient issues, and rehabilitation strategies related to large diameter pipeline systems. Presenters will include owners, researchers, and consultants. The closed afternoon session will focus on owner's issues and solutions relating to the topics and highlight the current and upcoming innovative technologies owners are using to help with the asset management of large diameter pipelines.

Session Panel: *Consultant* – Bob Card, LAN; *Research* – Jian Zhang, Water Research Foundation; *Owner* – Chris Duke, U.S. Bureau of Reclamation; *Moderator* – Nathan Faber, P.E., Operations and Maintenance Manager, Asset Management; San Diego County Water Authority.

Registration Fees: Early Bird: \$195 | Advance: \$220 | Onsite: \$245

Number of PDHs: 4 hrs

Sponsorship Opportunity Open

SUNDAY, JULY 21

EMERGENCY PREPAREDNESS

8:00 a.m.–12:00 p.m.

In linear systems, emergencies come in many forms and often result following a natural disaster – earthquakes, hurricanes, floods or a sudden failure in the system due to age or changes in operating protocols. In water and wastewater systems, being prepared for the unexpected can mean the difference between maintaining or restoring service quickly and having a complete loss of service which will dramatically impact other emergency services.

This workshop will consist of presentations from agencies that have experienced events that disrupted service that could have easily resulted in extended down time. The presenters will share their experience and approach to prepare for the unexpected and how they managed through their events. The workshop will also identify what some agencies are doing to prepare for the unexpected.

There will be a panel discussion to answer questions related to designing for the unexpected, types of on-hand materials/spare parts, where to strategically place and maintain materials and equipment, emergency contracts and contacts, resource deployment, building resource networks, and other topics.

Workshop Lead: John R. Plattsmier, P.E., M.ASCE, Senior Vice President, HDR Engineering, Inc.

Presenters: Nathan Faber, P.E., Operations and Maintenance Manager, Asset Management, San Diego County Water Authority; Tyler Wubben, P.E., Engineering Manager; City of Hillsboro, Oregon; Matt Duffy, P.E., Assistant Engineering and Construction Manager, Tualatin Valley Water District; Bret Berthold, P.E., Assistant Director of Operations, Metropolitan St. Louis Sewer District (MSD); Michael Johnson, P.E., CFM, Director of Professional Services, HDR

Registration Fee: Early Bird: \$195 | Advance: \$220 | Onsite: \$245

Number of PDHs: 4 hrs

AASHTO GUIDE FOR INSPECTION OF CULVERT AND STORM DRAIN SYSTEMS

8:00 a.m.–12:00 p.m.

Culvert and storm drain system service life can be increased with periodic inspection and resulting action such as maintenance or repair. Roadway owners are also now faced with the need to load rate these structures and must collect condition information. The new AASHTO Guide for Inspection of Culvert and Storm Drain Systems provides a framework for developing an asset management system based on a systematic inspection program. The guide provides a component-based condition rating system complemented by quantitative measures of condition and a visual comparator for various distress states.

This workshop introduces the Guide and provides training on its use. Brief discussion will be devoted to underlying principles and best practices which were used to develop the condition rating criteria. Many of these criteria are applicable to pipelines of all types, including metal, concrete, plastic, and fiberglass. The objective of this workshop is to provide inspectors and interested parties with quantitative and repeatable condition asset criteria based on inspection methods of the AASHTO Guide for Inspection of Culvert and Storm Drain Systems.

Moderators: Mr. Jesse L. Beaver, P.E., Simpson Gumpertz & Heger Inc.; Matthew C. Richie, P.E., M. ASCE, Simpson Gumpertz & Heger Inc.

Registration Fee: Early Bird: \$195 | Advance: \$220 | Onsite: \$245

Number of PDHs: 4 hrs

UTILITY MAPPING ASSET MANAGEMENT

1:00 p.m.–5:00 p.m.

The success of many projects depends on the mitigation of risk. One of the largest risks to any type of project is the uncertainty associated with the existing underground utility environment. To address utility uncertainties, the American Society of Civil Engineers has published various publications that aid in the mitigation of these risks through standardizing the process for utility asset management. The presenters will discuss utility uncertainties and the ASCE publications that assist in developing a comprehensive asset management plan for utility owners.

Presenters: James Anspach, PG (r), F.ASCE, ASCE UESI President 2018, Global Senior Principal, CARDNO; Phil Meis, P.E., M.ASCE, Utility Mapping Services, Inc.

Registration Fee: Early Bird: \$195 | Advance: \$220 | Onsite: \$245

Number of PDHs: 4 hrs

FILLING YOUR PROJECT MANAGEMENT TOOLKIT

1:00 p.m.–5:00 p.m.

Effective Project and Program Management can have an outsized impact on your company's bottom line. This workshop explores ways to utilize existing technology, and develop new technology, to realize gains in project delivery and program management. It is based on experience with Baltimore Gas & Electric's 1,300-mile Gas Main Replacement Program, but is applicable to any type of pipeline program.

Primary Objectives:

Develop tool set for managing pipeline projects and programs; Discuss technology and existing solutions; Bench-marking across pipeline industry sectors on project/program management techniques; Consider differences between managing pipeline projects and IT development projects.

Presenters: Paul Sylvester, Burns & McDonnell, Project Manager; Jonathan Kadishson, Burns & McDonnell, Sr. Project Manager.

Registration Fee: Early Bird: \$195 | Advance: \$220 | Onsite: \$245

Number of PDHs: 4 hrs



SPECIAL EVENTS

SUNDAY, JULY 21

RECREATIONAL ACTIVITIES

10:00 a.m.–2:00 p.m.

Sporting Clay Tournament

Join us at the Nashville Gun Club as we reprise this Pipelines Conference tradition. Transportation, Nashville barbeque, and great company will be provided!

Sporting clays is a form of clay pigeon shooting often described as “golf with a shotgun”, because a typical course includes from 10 to 20 different shooting stations laid out over natural terrain. No two sporting clays courses are alike, and terrain and background have a lot to do with how targets are presented. Sporting clays simulate the unpredictability of live-quarry shooting, offering a great variety of trajectories, angles, speeds, elevations, distances, and target sizes. The courses are designed to simulate the hunting of ducks, pheasants, other upland birds, and even rabbits.

Registration Fee: \$85

WELCOME RECEPTION IN EXHIBIT HALL

5:30 p.m.–7:00 p.m.

Join your fellow attendees in opening the conference by enjoying food, drinks and viewing the exhibits!

Included in Full, Speaker, Moderator, Municipal, Student, and Monday Daily registration rates.

Additional tickets: \$85

POSTER VIEWING IN EXHIBIT HALL

Posters available for viewing from Sunday, July 21 at 6:00 p.m. through Tuesday, July 23 at 4:30 p.m. Presenters will be available for questions on Monday, July 22 from 3:00 p.m.–4:00 p.m. and Tuesday, July 23 from 3:30 p.m.–4:30 p.m.

MONDAY, JULY 22

PLENARY BREAKFAST, WELCOME, AND KEYNOTE PRESENTATION

7:30 a.m.–9:00 a.m.

Join us for the introductory event of the 2019 Pipelines Conference! Start the morning with a welcome from a city of Nashville official and 2019 ASCE President Kristina Swallow, P.E., ENV SP, F.ASCE, followed by the Keynote Speaker, Lionel Cartwright, internationally known singer, songwriter and performer. Don't miss the exceptional opportunity to fuel up for a day of learning with friends and colleagues.



Kristina Swallow

ASCE Past President Kristina Swallow, P.E., ENV SP, F.ASCE is a program manager for the City of Las Vegas, and has more than twenty-years of professional practice in water resources, transportation, and land development. She leads a team of engineers responsible for delivering public works projects and planning the sanitary sewer collection system. Kristina has been active in ASCE for more than two decades, and has served on the

Utility Engineering and Surveying Institute as a Board-appointed Governor before being elected as the 2017 ASCE President.

Among many past roles, she served as Region 8 Director, Region 8 Governor, Educational Activities Committee Chairman, and on ASCE's 150th Anniversary Steering Committee. She also worked for the Office of Senator Tom Udall as a legislative assistant on transportation issues from 2010–2012. Kristina received her Bachelor of Science Degree in Civil Engineering at the University of Arizona and her Master of Science in Civil and Environmental Engineering from the University of Nevada, Las Vegas. Kristina is a licensed professional engineer in Nevada.



Lionel Cartwright

Lionel Cartwright

Lionel Cartwright's career as a composer/recording artist has been an artistic navigation of tsunami sized paradigm shifts: from network to cable TV, the music business pre- and post-Internet, from mass media to social media.

He's had #1 hits, million-play songwriting awards, toured internationally, worked as a band leader/music director for TV, and composed over 100 scoring packages for television and film.

Lionel's artist journey isn't just a peek inside the music business. It's real life, take away inspiration for negotiating the inescapable change we all face.

Employing self-penned hit songs as his narrative, relating first hand acquaintance with risk, vulnerability and perseverance, Lionel brings high octane encouragement to audiences facing the same challenges.

Included in Full, Speaker, Moderator, Municipal, Student, and Monday Daily registration rates.

Additional tickets: \$45

EXHIBIT HALL OPEN

9:00 a.m.–4:00 p.m.

NETWORKING BREAK IN EXHIBIT HALL

9:00 a.m.–10:00 a.m.

CONCURRENT TECHNICAL SESSIONS

10:00 a.m.–11:30 a.m.

EXHIBIT HALL LUNCH

11:30 a.m.–1:00 p.m.

Enjoy lunch as you tour this year's exhibit hall, meet exhibitors, and learn about the exciting new developments and products in the pipelines industry.

Included in Full, Speaker, Moderator, Municipal, Student and Monday Daily registration rates.

Additional tickets: \$55

Sponsored by: Northwest Pipe Company

CONCURRENT TECHNICAL SESSIONS

1:00 p.m.–2:30 p.m.

NETWORKING BREAK IN EXHIBIT HALL

2:30 p.m.–4:00 p.m.

CONCURRENT TECHNICAL SESSIONS

4:00 p.m.–5:30 p.m.



POSTER PRESENTATIONS

Posters available for viewing from Sunday, July 21 at 6:00 p.m. through Tuesday, July 23 at 4:30 p.m. Presenters will be available for questions on Monday, July 22 from 3:00 p.m.–4:00 p.m. and Tuesday, July 23 from 3:30 p.m.–4:30 p.m.

TUESDAY, JULY 23

EXHIBIT HALL OPEN

8:00 a.m.–4:30 p.m.

CONTINENTAL BREAKFAST IN EXHIBIT HALL

8:00 a.m.–9:00 a.m.

DIVERSITY IN ENGINEERING BREAKFAST

8:00 a.m.–9:00 a.m.

Breakfast will precede the Diversity in Engineering Forum and will provide an excellent opportunity for networking with colleagues from across the industry.

Based upon the success of last year's Women's Forum, this year's Forum will be on Diversity in Engineering and the Panel Discussion will feature a guided discussion covering a wide array of topics tailored for women, minorities and all those of diversity within the water and wastewater industry. Tips, stories and guidance on day-to-day interactions, how to manage challenging situations and achieving your career vision will be explored. The Panel will feature a group of esteemed members of the pipeline community that can speak directly to the topics to be covered. We invite and encourage all attending Pipelines to attend – from younger members to seasoned veterans – to join us for this groundbreaking morning session.

CONCURRENT TECHNICAL SESSIONS

9:00 a.m.–10:30 a.m.

NETWORKING BREAK IN EXHIBIT HALL

10:30 a.m.–11:30 a.m.

AWARDS LUNCHEON

11:30 a.m.–1:00 p.m.

Please join us in celebrating the achievement by the winners of the 2019 Stephen D. Bechtel Pipeline Engineering Award, the 2019 Surveying & Geomatics Award, and the ASCE Pipeline Division Award of Excellence. This annual awards luncheon will include a State of the Division address and conclude with a keynote speech by our guest of honor, Mr. George S. Hawkins, Esq.

2019 Stephen D. Bechtel Pipeline Engineering Award

Established by the ASCE Board of Direction in 1970, this award recognizes outstanding achievements in pipeline engineering. The Bechtel Foundation donated funds to support the award in honor of contributions made by Stephen D. Bechtel. The award is made annually to an ASCE member who has made a significant contribution to the advancement of pipeline engineering in research, planning, design, or construction.

ASCE Pipeline Division Award of Excellence

The ASCE Pipeline Division Award of Excellence was established in 1988 by the Pipeline Division. It is given to a Fellow, Member, or Associate Member of ASCE who is adjudged by the Executive Committee to have given outstanding continuous and conspicuous service to the profession, ASCE, and the Pipeline Division.

2019 Surveying & Geomatics Award

Established in October 1969, the award is made annually to an individual who has made a definite contribution during the year to the advancement of surveying and mapping either in teaching, writing, research, planning, design, construction or management, these contributions being made in the form of papers or other written presentations, or in some instances through notable performance, long years of service, or specific actions which have served to advance surveying and mapping.



George S. Hawkins, Esq.

George Hawkins, past CEO of DC Water and current Founder of the non-profit Moonshot Partners

Prior to joining DC Water, Mr. Hawkins was Director of the District of Columbia Department of Energy and the Environment and served as Executive Director of several non-profit organizations in New Jersey, including the Watershed Institute,

and previously held senior positions with the U.S. Environmental Protection Agency and the law firm Ropes & Gray. He graduated Summa Cum Laude from Princeton University and Cum Laude from Harvard Law School and taught environmental law and policy for the Princeton Environmental Institute from 1999 to 2017. He has been the recipient of numerous awards for leadership and public service, including the American Water Works Association's Fuller Award for Leadership and Innovation, Governing Magazine's Public Official of the Year in 2015, Water Environment Federation's Public Official of the Year in 2016, and the Water Leader of the Year Prize in 2017.

George serves on the National Infrastructure Advisory Council, which provides advice to the White House on infrastructure policy. George is a strategic advisor to Xylem, Inc., one of the world's largest water technology companies. George is also an Executive in Residence for XPV Water Partners, a private equity firm that focuses on innovative water technologies. George is on the Board of Directors of the North American Electric Reliability Corporation, which ensures the reliability of the bulk electric grid, and on the Board of Directors of the US Water Alliance. George also serves as a Professor of Practice for American University's School of Public Affairs, where he teaches graduate students about urban development, infrastructure and innovation.

Keynote Summary: Many lament that estimates of resource needs to upgrade the nation's infrastructure measure in the hundreds of billions per year. For water utilities, however, these estimates are almost always incorrect – and not because the calculations are wrong, but because they are founded on cost estimates based on past practices. Today, tried and true approaches can enable utilities to improve services at lower cost – saving ratepayer funds and providing flexibility for new investments. George will highlight practical examples of approaches that achieve the Moonshot of a “better, faster, cheaper” outcome. He will then explore why these approaches have not been adopted more readily and conclude with practical steps any organization, large or small, can take to get on the road to achieving their innovation Moonshot.

Included in Full, Speaker, Moderator, Municipal, Guest, Student and Tuesday Daily registration rates.

Additional tickets: \$65

2019 STEPHEN D. BECHTEL AWARD LECTURE

1:15 p.m.–1:45 p.m.

SURVEYING AND MAPPING AWARD LECTURE

1:15 p.m.–1:45 p.m.



CONFERENCE AGENDA



CONCURRENT TECHNICAL SESSIONS

2:00 p.m.–3:30 p.m.

NETWORKING BREAK IN EXHIBIT HALL

3:30 p.m.–4:30 p.m.

CONCURRENT TECHNICAL SESSIONS

4:30 p.m.–5:30 p.m.

SPECIAL EVENT – WILDHORSE SALOON PARTY

6:30 p.m.–9:30 p.m.

Come to the heart of Music City at the famous Wildhorse Saloon for dining and libations, live entertainment, games, and line dancing at the annual party sponsored by Structural Technologies. The venue is located on 120 2nd Ave. N, a 7-minute walk (0.4 miles) from the Renaissance Hotel.

Registration Fee: \$50

Sponsored by: **structural**
TECHNOLOGIES
A Structural Group Company

WEDNESDAY, JULY 24

CONTINENTAL BREAKFAST

7:30 a.m.–8:00 a.m.

CONCURRENT TECHNICAL SESSIONS

8:00 a.m.–9:30 a.m.

NETWORKING BREAK

9:30 a.m.–10:00 a.m.

CONCURRENT TECHNICAL SESSIONS

10:00 a.m.–11:30 a.m.

WELLNESS LUNCH

11:45 a.m.–1:00 p.m.



Johanna Belsuzarri

Keynote Speaker: Johanna Belsuzarri, Local Latin CEO

Johanna is the Founder of Local Latin, an international events firm dedicated to the Health & Wellness industry. Born in Peru, she lived in Argentina & Brazil and is fluent in English, Spanish and Portuguese. She has had the opportunity to work for Apple, as head of Latin America for their meetings and events department. She brings her expertise, love of Latin America, and global knowledge to each event.

Keynote Summary: Johanna will talk about health at work, health at home and how to protect our families, common food allergens, how disease starts, ingredients in everyday products. She will give us some useful tips on resources and suggestions for eating while on the road, possibilities for upgrading work travel, and stress management.

Additional Ticket: \$60

TECHNICAL TOURS & TOP GOLF RECREATIONAL ACTIVITY

1:00 p.m.–3:00 p.m.

Omohundro Water Treatment Plant and 8th Avenue Reservoir

Omohundro is a combination of impressive civil engineering and magnificently beautiful architecture. The George Reyer pumping station, when placed in service in 1889, was able to pump raw water from the Cumberland River to the resident of Nashville at a

rate of 10 MGD. After several upgrades and the addition of the Robert L. Lawrence Filtration Plant in 1929, the treatment facility, now known as Omohundro, has a capacity of 90 MGD and consists of five low service pumps, seven high service pumps, two grit tanks, 22 flocculators, three sedimentation basins, and 30 filters. The chemicals used in the treatment process today consist of alum, powder activated carbon, liquid fluorosilicic acid, liquid lime, non-ionic polymer, potassium permanganate, ortho-polyphosphate, and on-site bleach generation.

Originally known as the City Reservoir, the **8th Avenue Reservoir** was constructed in 1889 as a settling basin. River water was pumped from the George Reyer pumping station to the reservoir where the mud was allowed to settle to the bottom. The clear water at the top was then distributed to the community through wooden pipes. The reservoir was designed with two compartments, each with the capacity to hold approximately 25.5 million gallons of water. Still in operation today, the 8th Ave Reservoir remains Metro Water Service's largest reservoir and was placed on the National Register of Historic Places in 1978.

Registration Fee: Early Bird: \$35 | Advance: \$45 | Onsite: \$50

Number of PDHs: 1 hr

The EQ Basin

West Park Equalization Facility, completed in 2018, was a collaborative project between Metro Nashville Parks and Recreation and Nashville Metro Water Services. The project includes new recreation amenities to support the rapidly-developing adjacent communities, as well as updated wastewater system infrastructure to address sanitary sewer overflows and improve water quality in Richland Creek.

Through two phases of construction, the wastewater equalization facility now consists of a 45 million gallon per day, wet-weather pump station and two storage tanks totaling 31 million gallons. That is in addition to the West Park Pumping Station that sends flow to the wastewater treatment plant. The new storage tanks are utilized when sewer flows exceed the capacity of the existing West Park Pumping Station.

Due to the location of the facility within an existing Metro park, the project also delivered numerous new features for parks users, including a playground, a picnic pavilion, and ball fields, in addition to planting over 200 trees on the site. The numerous sustainable features incorporated into the design and construction earned the Envision Platinum Award from the Institute for Sustainable Infrastructure (ISI). This was the first joint wastewater and park project in the U.S. to receive an ISI Envision rating award.

Tour both the equalization facility and the adjacent park to learn more about this collaborative project's initiation, design, and construction challenges, as well as see how the park and facility are used by the surrounding community.

Registration Fee: Early Bird: \$35 | Advance: \$45 | Onsite: \$50

Number of PDHs: 1 hr

Top Golf – 1:00 p.m.–3:00 p.m.

Take one last opportunity to have fun and say good bye to your friends before heading home! Nashville Topgolf is a sports entertainment complex that features an inclusive, high-tech golf game that everyone can enjoy. Paired with an outstanding food and beverage menu, climate-controlled hitting bays and music, every Topgolf has an energetic hum that you can feel right when you walk through the door. Transportation and bay reservations are provided.

Registration Fee: \$50



THANK YOU TO OUR TECHNICAL COMMITTEE

Jeffrey W. Heidrick, P.E., ENV SP, M.ASCE, Technical Program Co-Chair • Mark S. Mihm, P.E., ENV SP, M.ASCE, Technical Program Co-Chair
Jason S. Lueke, Ph.D., P.Eng., M.ASCE and Chris Macey, P.Eng., M.ASCE, Advisors to the Technical Program Co-Chairs

We would like to thank the individuals who participated as part of the 2019 Technical Committee. Everyone worked as a team starting with abstract, paper and poster reviews and throughout the construction of this year's Technical Program. To all those continuing to assist as track chairs and moderators we thank you in advance for your valuable contributions which will make the Conference a success!

Pat Acker	Greg Crews	Jarred Jones	Babak Mohammadi	Harshit Shukla
Titilope Adebola	Susan Donnally	Brent Keil	Muhammad Mudassar	Jerry Snead
Ali Alavinasab	Matthew Duffy	Josh Kercho	Peter Nardini	Andrew Sneed
Nicholas Augustus	Darren Dunker	Jon Kim	Sanjay Negi	Russ Snow
Greg Baird	Christine Ellenberger	Joel Koenig	Richard Nichols	Andrew Sparks
Jennifer Baldwin	Murat Engindeniz	Satish Kumar	Jaime Ordonez	Ross Standifer
Abdulrahman Bin Mahmoud	Michael Fleury	Mike Larsen	Kalyan Piratla	Andy Stanton
Jeff Blakely	Amin Ganjidoost	Jeff LeBlanc	Olatunji Popoola	James Steele
George Bontus	Hadi Ganjidoost	Mike Lehrburger	Mark Poppe	Duane Strayer
Nathan Boyd	Matt Gaughan	Matt Liu	Steve Pudlo	Alan Swartz
Adam Braun	Shaoqing Ge	Bryon Livingston	Felipe Pulido	Amir Tabesh
William Brick	Jim Geisbush	Jason Lueke	Sri Rajah	Sanjay Tewari
Keith Bushdiecker	Ahmad Habibian	Wendy Lundeen	Aditya Ramamurthy	Daniel Toft
Robert Card	Christopher Haeckler	Chris Macey	Javan Reynolds	Berk Uslu
Dave Caughlin	Jennifer Harrison	Charles Marsh	Eric Schey	Ricardo Vieira
Balkrishna Chavan	Neil Harvey	John Matthews	Walt Schwarz	Robert Walker
Bill Chavez	Shelly Hattan	Melissa McKenzie	Veysel Sever	Justin Waples
Scott Christensen	Brent Hauser	Roberts McMullin	Ad Shatat	Brad Wham
Alex Clark	Mike Jacobson	Rich Mielke	Jonathan Shirk	Michael Wilcox
Andrew Costa	Doug Jenkins	Antonio Miglio	Jeffrey Shoaf	Andrew Williams
Kyle Couture				Sepideh Yazdekhasti

For those with an interest in volunteering for the 2019 Conference, please look for information at the Conference in Nashville and on the Website (www.pipelinesconference.org). Together we will continue to make UESI Pipelines Conference the premier technical event in our industry.

POSTER PRESENTATIONS

Posters will be available for viewing from Sunday, July 21 at 6:00 p.m. through Tuesday, July 23 at 4:30 p.m. Presenters will be available for questions on Monday, July 22 from 3:00 p.m.-4:00 p.m. and Tuesday, July 23 from 3:30 p.m.-4:30 p.m.

Planning & Design	
534369 – Alternatives Analysis Leads to Over a Mile of 12-Foot Diameter Tunnel – Wendy M. Lundeen, Greg Crews, Roel E. Huerta	535664 – Impact of Microtunnel Boring Machine Advance Rate for Pipeline Construction Projects – Saeed Janbaz, Ramtin Serajiantehrani, Mohammad Najafi, Seyedmohammadsadegh Jalalediny Korky, Mohammadreza Malek Mohammadi
535318 – Forcemain Design Challenges: Flood Channels, Freeways, Siphons and More... – James Cathcart, Jacob Dalgoff, Dickie Fernandez, Marianne Kleine, Emi Fujii, Patrick Stahl	535629 – Risk Analysis for Pipeline Installation By Horizontal Directional Drilling – Amir Tabesh, Mohammad Najafi, Zahra Kohankar, Mohammadreza Malek Mohammadi, Farwa Sultan
535191 – Biaxial Quasi-Static Soil-Pipeline Interaction for Dry Sand Site Conditions – Kien T. Nguyen, Domniki Asimaki	535687 – Adding Additional Reinforcement to Improve the Structural Performance of Spray Applied Pipe Lining – Zahra Kohankar, Amin Darabnoush Tehrani, Jeffrey Syar, Mohammad Najafi, Norman Edward Kampbell
Condition Assessment	
535583 – Development of a National Sewer Inventory for Sewer Pipeline Assessment and Certification Program (PACP) Inspection Data – Hossein Khaleghian, Yongwei Shan, Phil Lewis	534157 – Buckling of Thin-Walled High Density Polyethylene Liners Encased in Rigid Pipes Under External Pressure and Thermal Effects – Zhaochao Li, Junxing Zheng, Quan Sun, Hantao He
535681 – Computational Modeling of In-Pipe Flow Energy Harvester Based on Vortices Created by a Bluff Body Placed Inside a Water Pipeline – Harshit Shukla, Abdul A. Khan, Kalyan R. Piratla	535610 – Comparison of Environmental Impacts of Steel and Concrete Pressure Pipes – Seyedmohammadsadegh Jalalediny Korky, Vasudeva Kaushik Nandyala, Mohammad Najafi
Construction and Rehabilitation	
534504 – Assessment Protocols for Polymer Sprays on Concrete Maintenance Holes – Ian Moore, Neil Houlst, Jane Peter, Joshua Treitz	535670 – Evaluation of Filling the Valley of Corrugated Metal Pipes by Spray Applied Pipe Lining – Zahra Kohankar, Amin Darabnoush Tehrani, Jeffrey Syar, Mohammad Najafi, Norman Edward Kampbell, Zahra Kohankar Kouchesfehiani
535689 – Development of Performance Specifications for Spray Applied Pipe Linings – Seyedmohammadsadegh Jalalediny Korky, Jeffrey Syar, Vasudeva Kaushik Nandyala, Mohammad Najafi, Firat Sever	Multidiscipline
533099 – Geopolymer: What is it and How is it Best Used for Infrastructure Rehabilitation – Steve Henning, Mohamed Gamal	535506 – GIS Web-Based Water Pipeline Data Visualization for Decision Support – Jayraj H. Patel, Sunil K. Sinha
	536031 – Numerical Study on Impact of Excavations on Lifeline Facilities – Seddigheh Hasanpour Estahbanafi, Reza Boushehri, Abbas Soroush, Ghasemi-Fare



TECHNICAL PROGRAM – MONDAY, JULY 22



7:30 a.m.–9:00 a.m. – Plenary Breakfast and Keynote Speaker

9:00 a.m.–10:00 a.m. – Networking Break in Exhibit Hall

10:00 a.m.–11:30 a.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A1 SEISMIC DARREN DUNKER 535284 – Development of a Prescriptive Approach for Water Main Seismic Design Guidelines Speaker(s): William Heubach, Michael McReynolds, Sri Rajah 535609 – Finite Element Analysis of Steel Lap Welded Joint Behavior Under Severe Seismic Loading Conditions Speaker(s): Gregory Sarvanis, Giannoula Chatzopoulou, Spyros Karamanos, Dimitris Fappas, Gregory Lucier, Brent Keil, Richard Mielke 535709 – Axial Connection Force Capacity Required for Buried Pipelines Subjected to Seismic Permanent Ground Displacement Speaker(s): Brad Wham, Craig Davis, Sri Rajah	SESSION B1 ROUTING MICHAEL FLEURY 533870 – Managing a Multitude of Large Diameter Pipeline Route Alternatives in an Urban Area Speaker(s): Grant Gartrell, Timothy Kuhns, Kerilyn Paris, Philip Ryan, Jason Matteo 535580 – Threading the Needle: Routing a Large Diameter Sewer Main through a Densely Urbanized Corridor Speaker(s): Rosa Valdez, Jacqueline McMahon, David Bennett 534829 – Challenges with Designing a Potable Water Transmission Pipeline across the Navajo Reservation Speaker(s): Hubert Quintana, Hilda Castillo Smith, Ryan Gladden	SESSION C1 PIPELINE MANAGEMENT SUSAN DONNALLY 535094 – Condition Assessment of Two 21-foot Diameter Flexible Steel Pipelines, a Case Study at the Central Arizona Project Speaker(s): Jim Geisbush, Jennifer Jia, Jessica Torrey, Stephanie Prochaska 534765 - Apples to Apples: Break History and Performance of Modern Water Pipe in a Mid-size Utility Speaker(s): Jim O'Dowd 535570 - Changing Gears in the Motor City: A Case Study on Great Lakes Water Authority's Shift to Proactive Pipe Management Speaker(s): Todd King, Jody Caldwell, Bryon Wood, Susan Donnally	SESSION D1 LARGE DIAMETER MIKE LARSEN 531791 – Challenges and Lessons Learned of Commissioning Large Diameter Watermains Speaker(s): Eric Wildschut, Bill Turner 535467 – Avoiding Tunnel Vision in Large Diameter Sewer Rehabilitation Speaker(s): Robert Bell, Pubudu Ranasinghe, Getachew Melsew 535423 – Condition Assessment and Repair Prioritization of a Large Diameter Pipeline System Speaker(s): Andrew Williams, Kristen Peterson, Peter Nardini, Rasko Odjrovic

TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E1 HDD WILLIAM BRICK 535877 – World Record 5.2 km HDD Twin Crossings of the Hong Kong Harbor Speaker(s): Samuel Ariaratnam, Xuefeng Yan, Baosong Ma 533810 – Meeting Challenges with Trenchless Technology Speaker(s): Catherine Morley 535383 – Over 5 Miles of Horizontal Directional Drills of Sanitary Force Main in Largo, FL Speaker(s): Benjamin Turnage, Todd Bosso, Dave Hunniford	SESSION F1 INTERESTING REHAB MELISSA MCKENZIE 536170 – Technology Breakthrough: OCSO Implements FRP for Extended Run of 84-inch RCP Speaker(s): Victoria Pilko, Vicki Francis, Anna Pridmore, Gary Skipper, Ari Elden, Dan Bruce, Mark Geraghty 535925 – Narragansett Bay Commission Rehabilitation of Large Diameter Brick Sewer with Geopolymer Mortar Speaker(s): Scott Naiva, Meg Goulet, James Fleming 535161 – Pushing the Envelope: Rehabilitation of Non-Circular Sewers up to 2.7 m (9') High with Reinforced Cured in Place Pipe Speaker(s): Adam Braun, Chris Macey, Nathan Kehler, Stacy Cournoyer	SESSION G1 INNOVATION DOUG JENKINS 535110 – Sequoia Aqueduct RCCP Hot Tap Speaker(s): Marshall McLeod, Krista Moita 535363 – Getting Water to PortMiami in Time For Mega Cruise Ship Arrivals Speaker(s): Ken Caban, Janine Alexander, Jose Cueto, Annalise Mannix 535677 – How Cost Effectiveness is Machine Learning/AI Applied to Leak Detection and Pipe Replacement Prioritization? Speaker(s): Greg Baird, Lars Stenstedt, Takashi Kato	SESSION H1 CSO – KEEPING THE OUT IN MATT GAUGHAN 535631 – CSO Control in the Derby City Speaker(s): Kyle Novak, Kelley Florence, Jacob Mathis 537214 – Success of the Rain-Derived Inflow and Infiltration Program in Portland, OR Speaker(s): Tammy Cleys, Ian Besaw, David Collins, Henry Young 535507 – Powering Pipeline Monitoring Sensors Using Locally Available Energy Speaker(s): Kalyan Piratla, Harshit Shukla

11:30 a.m.–1:00 p.m. Exhibit Hall Lunch



TECHNICAL PROGRAM – MONDAY, JULY 22



1:00 p.m.–2:30 p.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A2 OPTIMIZATION AHMAD HABIBIAN 535005 – Optimization of Pump Parameters for Repowering an Existing Pipeline with Uncertain Evolution of Equivalent Roughness Speaker(s): Maximiliano M. Sánchez, Maximiliano A. Oportus 535021 – Optimizing Chemical Root Control in a Mid-size Utility Speaker(s): Jim O'Dowd 535675 – Optimal Operational Control of Water Pipeline Systems Using Real-Time Scheduling Framework Speaker(s): Kalyan R. Piratla, Abdulrahman Mahmoud	SESSION B2 TRENCHLESS CHRISTINE ELLENBERGER 535228 – Challenging 72-inch Duel Pipe Relocations Through Nob Hill for San Diego County Water Authority Speaker(s): Robert Card, Brent Fountain 534137 – Certa-Lok: A Restrained Joint Pipe System for Trenchless Applications Speaker(s): Rowena Patenaude 535591 – Tunneling the Largest Water Line for the City of Houston Speaker(s): Michael Salinas, Michael Liga, Venus Price, Kevin Tran	SESSION C2 TUNNELS AND PENSTOCKS MURAT ENGINDENIZ 533088 – Toronto Water's Island WTP: Intake Fouling Assessment and Mussel Cleaning via Design-Build Swabbing & Pigging Operation Speaker(s): Niall Robertson 535071 – Multi-sensor Inspection Technology: Better Data, Better Decisions Speaker(s): Csaba Ékes 533697 – Pardee Tunnel Inspection and Condition Assessment Speaker(s): Raffi Moughamian, Marshall McLeod	SESSION D2 PCCP ALI ALAVINASAB 525151 – Going Full Circle: The Comprehensive Condition Assessment of 35-Year-Old Steel-Lined PCCP Speaker(s): Martin Coghill, Chris Garrett 535696 – Assessment and Repair of Coastal Water Authority's 60-inch PCCP Pipeline along Independence Parkway Speaker(s): Gregory Henry, Greg Olinger 535556 – Breathing 20-Years of Life into Expired PCCP Segments – How a Regional Medical Center Was Able to Save Their Pipeline Speaker(s): Amber Wagner, Brian Wimberger

TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E2 PLANNING MUHAMMAD MUDASSAR 534077 – 2-Layer Polyethylene Extruded Factory Applied Pipe Corrosion Coating Speaker(s): Samuel Thomas, Dennis Dechant 533313 – To Buy or Not to Buy: Deciding Whether to Pre-Purchase Pipe Speaker(s): Eric Engelskirchen, Scott Maughn, David Burkhart 535566 – Sanitary Conveyance and Treatment Improvements: Western Regional: Progressive Design-Build Project Speaker(s): Larry Gaddis, Clint Wilson, Renee Miller, Galen Mahoney	SESSION F2 TRENCHLESS BRENT HAUSER 529483 – DC Water New Jersey B Street 10 to 18 Foot Diameter Trunk Sewer Rehabilitation with Geopolymer During Live Dry Weather Flow Speaker(s): Scott Naiva, Steve Bian, Tim Bako 534785 – Analysis of Microtunnel Data Confirms Geostata for a Curved Microtunnel in the City of Brantford Speaker(s): Troy Bauman, Matthew Welsh, Paul Headland 532440 – Tunnels Under Howard County - Construction of 36-inch Bar Wrapped Water Transmission Main Speaker(s): Paul DiMarco, Chelsea Pearce, Louis Ragazzino	SESSION G2 SEISMIC – SOIL PIPE INTERACTION RICH MIELKE 535659 – Strain Demands on Buried Pipelines from Earthquake-Induced Ground Movements Speaker(s): Craig Davis, Sri Rajah, Brad Wham, Bill Heubach 534299 – Tractive Force-A Key to Non-Cohesive Solids Transport in Gravity Flow Drainage Pipes Speaker(s): LaVere Merritt, Kevin Enfinger PANEL DISCUSSION 535392 – Seismic Design Approach for Buried Water and Wastewater Pipelines Speaker(s): Sri Rajah, Craig A. Davis, Bill Heubach, Yogesh Prashar	SESSION H2 THE WHOLE PICTURE JEFF BLAKELY 535510 – Water Pipeline Infrastructure Systems Understanding for Performance Analysis Speaker(s): Anmol Vishwakarma, Sunil Sinha 534452 – DCWATER At Work: Optimal Risk Management of Construction Close to Buried Linear Assets Speaker(s): Steve Bian, Brian McDermott 535272 – 72-Inch Wastewater Point Repair Rehabilitation in Dallas, Texas Speaker(s): Marty Paris, Ashlyn Morgan

2:30 p.m.–4:00 p.m. – Networking Break in Exhibit Hall



TECHNICAL PROGRAM – MONDAY, JULY 22



4:00 p.m.–5:30 p.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A3 PIPE MATERIALS FELIPE PULIDO 535697 – Scarborough Trunk Watermain: Design Challenges and Pipe Material Selection Speaker(s): Muhammad Mudassar, Alberto Segura, Neville Morrison, Mahtab Tavara 535592 – A Case Study of a Failed Welded Joint Speaker(s): Benjamin McCray 533722 – Understanding Pigging as a Means of Improving Pipeline Construction, Quality Control and Sustainable Operations Speaker(s): Charles Herckis	SESSION B3 AERIAL CROSSING ROBERT WALKER 535336 – Bridging the Gap: Galveston Causeway 8,500 LF Aerial Water Line Speaker(s): Jared Barber, James Johnson, Alan Hutson, Daniel Christodoss 535698 – Crossing That Bridge Later: Installing a Critical Water Pipeline Over an Existing Bridge Without Modifications Speaker(s): William Brick, Youssa Tilden 535612 – Early Environmental Planning for Pipeline Projects can Save a Lot of Green Speaker(s): Christine Ellenberger, Grant Misterly, Scott Trigg	SESSION C3 OPPORTUNISTIC INSPECTION AND CONDITION ASSESSMENT BERK USLU 534063 – Opportunistic Watermain Inspection and Sampling Protocol Speaker(s): Muhit Tanveer, Michael Zantingh, Patrick Moskwa, Mohamed Abdi 535146 – The Question of Lining Performance: An Innovative Approach to In-Service Non-Invasive Pipeline Condition Assessment Speaker(s): Frank Tironi, Jr., Kevin Hickey, Sean Lammerts 535317 – Which Pipe first? Using Evidence-Based Condition Assessment and Desktop Modelling to Optimize Pipe Replacement Speaker(s): Nimarta Gill, Jay Shah	SESSION D3 SPECIALTY INSPECTION AND TESTING BRYON LIVINGSTON 534832 – Destructive Testing of Steel Relined Prestressed Concrete Cylinder Pipe Speaker(s): Nathan Faber, Brent Fountain 534608 – Use of Optical Fibres to Investigate Strength Limit States for Pressure Pipe Liners Speaker(s): Titilope Adebola, Ian Moore, Neil Hault 536199 – Does Acoustic Wave Propagation Detect Damage in Large Diameter Cast-Iron? Speaker(s): Ashkan Khalili, Ali Alavinasab, Marshall Kennedy, Cameron White
TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E3 REHAB SCOTT CHRISTENSEN 534161 – Mitigation of Issues Raised During Construction of Trunk Sewer Rehabilitation Project Speaker(s): Chris Martire, Muhammad Mudassar, Birju Shah 533647 – Cast Iron Pipe Rehabilitation with CFRP and CIPP in a Nuclear Power Generating Station Speaker(s): Tomas Jimenez, Amber Wagner 534817 – Silt-Proofing Intake Structures as a Practical Approach to Water Supply Sustainability Speaker(s): Dan Keithline	SESSION F3 PCCP SHELLY HATTAN 535712 – Mitigating the Risk of Failure During Construction Live Loading on PCCP Speaker(s): Ali Alavinasab, Masood Hajali, Ashkan Khalili, Hamid Goorkani 535476 – Performance of CFRP-Lined PCCP with Continuing Wire Breakage Speaker(s): Michael Gipsov, Murat Engindeniz, Rasko Ojdovic 535714 – Investigate the Long-Term Performance of a Carbon Fiber Reinforced Polymer Under External Live Loading Speaker(s): Ali Alavinasab, Masood Hajali	SESSION G3 ASSET MANAGEMENT – WHERE ARE THEY NOW? NICHOLAS AUGUSTUS 535501 – 20-Year Anniversary of Tucson Water's Pipeline Protection Program (PPP) Speaker(s): Britt Klein, Paul Acosta 535245 – Collection and Compilation of Water Pipeline Field Performance Data Speaker(s): Sunil Sinha 535249 – How AI/Machine Learning and a GIS CMMS Can Meet Performance Based GASB 34 (Modified Approach) Accounting Compliance for Water Pipes Speaker(s): Gregory Baird, Doug Hatler, Takashi Kato	SESSION H3 KEEPING NASHVILLE'S PIPES IN TUNE STEVE PUDLO 535650 – Nashville's Largest Water Line Project From Concept to Service in 24 Months Speaker(s): Jeffrey Seal, Cyrus Toosi, J. Dale Mosley 535041 – Clean Water Nashville: System Renewal through Rehabilitation and Replacement Speaker(s): Kimberly Martin, Ron Taylor 532815 – Pipe Manufacturers' Role in Design/Build Pipeline Projects Speaker(s): Henry Bardakjian



TECHNICAL PROGRAM – TUESDAY, JULY 23



8:00 a.m.–9:00 a.m. – Continental Breakfast in Exhibit Hall

9:00 a.m.–10:30 a.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A4 PLASTIC PIPE NATHAN BOYD 536273 – Investigation of AWWA C900 Temperature Coefficients/Thermal De-rating Factors of Current-Vintage PVC Pipe Speaker(s): Steve Ferry, Tom Marti 535154 – Experimental Performance Evaluation of Hazard-Resilient Plastic Pipe Speaker(s): Brad Wham, Blake Berger, Thomas O'Rourke 532913 – Design of CIPP Pressure Liners Using the HDB Method Speaker(s): Mark Knight, Kay Awe, Ahmed Abdel-Aal, Richard Baxter, George Bontus	SESSION B4 LIFE CYCLE JEFFREY SHOAF 535340 – Remaining Life Analysis for Wastewater and Force Main Pipes for Long Term Life Cycle Cost Decision Support Speaker(s): Berk Uslu, Sunil Sinha, Walter Graf 535596 – Life Cycle Cost Analysis For Decision Making In Collection System Rehabilitation Speaker(s): Bevin Beaudet, Bruce Tobey, Scott Harder 535443 – Using WIFIA Funding for High Priority Gravity Sewer Rehabilitation Projects Speaker(s): Janine Alexander, Robert Pelham	SESSION C4 ASSET MANAGEMENT 534985 – Executing an Asset Management Plan for Large Diameter PCCP Speaker(s): Erin McKenna-Streyle, Jorge Rodriguez 535256 – State Required Water Asset Management Plans: Lessons Learned from Hundreds of AMPs From Michigan Speaker(s): Gregory Baird 535102 – Developing a Focused CIP to Optimize Resources Using Pipeline Renewal Models Speaker(s): David Baranowski, Felicia James	SESSION D4 SANITARY PIPELINES SHAOQING GE 535529 – Jim Creek Siphon Expansion Joint Evaluation Speaker(s): Jonathan Fischer, Laura Dennis, Antonio Flori 535323 – South Florida Aging Infrastructure: Force Main Condition Assessment and Renewal Speaker(s): Jennifer Baldwin, Jerome Griffin, Walt Schwarz, Rudy Fernandez, Daniel Buonadonna 535539 – Sanitary Pipeline Pilot Project after 42-years of Service in Lima Ohio Speaker(s): Jeffrey Boschert, Steven Kayatin, Brian Browne

TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E4 REGIONAL ROBERT CARD 535729 – Challenges Associated with the Construction of a 40 mile Regional Water Transmission Pipeline and the Associated Pump Station Facility Speaker(s): Jennifer Harrison, Kimberly Chanslor, Alan Rhames 535133 – A New Regional Wastewater System: 16 Communities \$325M, & 90 Miles of Forcemain Speaker(s): Stephan Weninger, Pervez Sunderani 535544 – Development of Water Infrastructure in the Permian Basin Speaker(s): Shawn Garcia, John Hall, Will Parnell, Brandon Collins	SESSION F4 RESEARCH IN REHABILITATION GEORGE BONTUS 535686 – A Review of New Findings and Trends from North American Water Main Break Studies Speaker(s): Steven Folkman, Gregory Baird 535590 – Review of Literature on Chemical Emissions and Worker Exposures Associated with Cured-In-Place Pipe (CIPP) Installation Speaker(s): Vinayak Kaushal, Mohammad Najafi, Melanie Sattler, Kevin Schug 535465 – The Balance Between Technology and Human Data Acquisition for Condition Assessment for Water & Wastewater Facilities? Speaker(s): Jose Villalobos	SESSION G4 SUE - WARNING UTILITIES AHEAD! JONATHAN SHIRK 535334 – Integration of New Technologies During a SUE Investigation for a Large LRT Project Speaker(s): Jamie Bradburn, Ophir Wainer, Lawrence Arcand 532641 – SUE Not Just for Linear Infrastructure Projects Speaker(s): Ophir Wainer, Daniel Jarvie PANEL DISCUSSION 535552 – Soil-Pipe Interaction Characterization for Seismically-Induced Longitudinal Permanent Ground Displacements Speaker(s): Sri Rajah, Craig Davis, Brad Wham	SESSION H4 DIVERSITY IN ENGINEERING ANNA PRIDMORE PANEL Diversity in Engineering Panel Session

10:30 a.m.–11:30 a.m. – Networking Break in Exhibit Hall

11:30 a.m.–1:00 p.m. – Awards Luncheon

1:15 p.m.–1:45 p.m. – Bechtel Lecture

1:15 p.m.–1:45 p.m. – Surveying and Mapping Award Lecture



TECHNICAL PROGRAM – TUESDAY, JULY 23



2:00 p.m.–3:30 p.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A5 TRANSIENT JEFF LEBLANC 542654 – Rigid versus Flexible Pipe Material Surge Response: A Case Study for a Raw Water Pipeline Speaker(s): Bryon Singh, Djordje Radulj 535559 – Proven Surge Control Devices for Transmission Pipelines Speaker(s): Rebecca Peters, Thomas Hill 535452 – Role of Transient Pressure Monitoring in Sustainable Management of Water Distribution Systems Speaker(s): Christopher Duckworth, Craig Daly, Sepideh Yazdekhashti	SESSION B5 TRENCHLESS ADITYA RAMAMURTHY 534854 – Direct Pipe®: Installation Force Evaluation of Recent Direct Pipe® Installations Speaker(s): Andrew Sparks, Robert Hotz 535024 – HDD Design for Construction Ocean Outfall Speaker(s): D.C. Camp, Sharron Lynn, Kelvin George, Nick Strater, Brian Dorwart 535528 – Taming the Multi-Stakeholder Hydra: Permitting, Design and Tunneling a Sewer Across Dulles International Airport and the Metrorail Silverline Speaker(s): Robert Belk, Josh Farmer	SESSION C5 PROACTIVE APPROACHES JAMES STEELE 535451 – Not Failing on My Watch Speaker(s): Paul Acosta, Peter Nardini, Dan Bunce, Anna Pridmore 534358 – Effective Condition Assessment: WSSC's Industry Leading PCCP Management Program Speaker(s): Arturo Acevado, Karem Carpio, Susan Donnally, Jorge Rodriquez 535098 – Design-Build Project Administration: Case Studies From Water Utilities in the U.S. Southwest/Pacific Region Speaker(s): Jeffrey Feghaly, Mounir El Asmar, Samuel Ariaratnam	SESSION D5 INSPECTION AND ASSESSMENT APPROACHES SRI RAJAH 533482 – Reliability Assessment of Corroded Water Distribution Infrastructure Speaker(s): Ram Krishna Mazumder, Abdullahi M. Salman, Yue Li, Xiong Yu 535000 – City of Baton Rouge: Integration of Condition Assessment Information Systems Speaker(s): Gerardo Boquin, Courtney Kennedy 525993 – A Component-Based Approach in Assessing Sewer Manholes Speaker(s): Khalid Kaddoura, Tarek Zayed

TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E5 PLANNING JAIME ORDONEZ 535433 – Corrosion Protection of Ductile Iron Pipe for a Large Diameter Transmission Main Project Speaker(s): Tyler Bolen, John Overstreet, Jeff Slaughter 535138 – Development of Large Diameter Earthquake Resistant Ductile Iron Pipe Speaker(s): Keita Oda, Ryunosuke Tanaka, Shozo Kishi 535199 – Overcoming Design and Construction Challenges in a Former Military Base Speaker(s): Jon Marshall, Michael Wegley	SESSION F5 CURED IN PLACE PIPE KEITH BUSHDIECKER 535699 – Rehabilitation of 75-Year Old Cast Iron Water Line in Historic District Speaker(s): Gregory Henry, Anh Hunter 535641 – Development of a Renewed Approach to Internal Reinstatement of Services in CIPP Lined Water Mains Speaker(s): George Bontus, Richard Baxter, Steven McKeefry 534923 – North Charleston Sewer District's (NCSD) Ashley Interceptor Rehabilitation: Phase 8 by Cured-in-Place (CIPP) Methodology Speaker(s): James Reigart, Jarred Jones	SESSION G5 CONSTRUCTION – VALUE, CHALLENGES, AND GEOHAZARDS, OH MY! DANIEL TOFT 535070 – High Density Polyethylene (HDPE) Electrofusion Fitting Installation Challenges Speaker(s): Krista Moita, Marisa Boyce, Raffi Moughamian, Marshall McLeod 533363 – Innovative Solution to Large Ground Displacement Using Steel Pipe for Crossing Fault Speaker(s): Hayato Nakazono, Nobuhiro Hasegawa, Brad P. Wham, Thomas D. O'Rourke, Blake Brad 535304 – Value Engineering Advances the Booming Oil & Gas Industry Speaker(s): Ryan Kennerly, Kyle Krueger, John Sedbrook	SESSION H5 CORROSION MIKE LEHRBURGER 535601 – Case Study: Using a Risk-based Model to Take the Guesswork Out of Corrosion Protection Speaker(s): Sean Lammerts 534870 – Utilizing Satellite Leak Detection in a Mid-size Utility Speaker(s): Jim O'Dowd 535598 – Extending the Life of Metallic Pipes - Designing CP Systems in Houston Speaker(s): Benjamin McCray, Ryan Byrd

3:30 p.m.–4:30 p.m. – Networking Break in Exhibit Hall



4:30 p.m.–5:30 p.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A6 SEWERS RUSS SNOW 534742 – Utilizing Sewer Flow Monitoring and Depth Sensors in a Mid-size Utility Speaker(s): Jim O'Dowd 534133 – Siphons Galore: Crossing under a Lake, a Hill, and a Highway: Designing Inverted Siphons for King County's Mercer Enatai Project Speaker(s): Benjamin Nelson, James Chae, Sibel Yildiz	SESSION B6 ROUTING JASON LUEKE 535702 – You're Going to Put a Pipe Where? Mitigating Public Opposition Through a Combined Public Outreach and Right-of-Way Approach Speaker(s): Mike Gossett, Alexis Woodrow, Katie Angel 535450 – Route Selection Based on a Weighted Ranking Analysis Speaker(s): George Triebel, Todd Crouthamel	SESSION C6 DESIGN CONSIDERATIONS DAVE CAUGHLIN 535216 – AWWA Standards and Manuals: A Guide for Proper Use and Reference When Writing Specifications Speaker(s): John Bambei, John Plattsmier 534636 – That's Confusing!! Suggestions for Preparing Concise Design Guidelines for Pipeline Projects Speaker(s): Roger Beiler	SESSION D6 CRITICAL WATER SUPPLY PIPELINES ROSS STANDIFER 535500 – Comprehensive Condition Assessment of a Critical Pipeline Speaker(s): Bryon Livingston, Cary Duchene, Bill Malach 534604 – Condition Assessment of Portland (Oregon) Water Bureau's Three Primary Supply Mains Speaker(s): Jeremiah Hess
TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E6 CONSTRUCTION CASE STUDY ANDREW COSTA 542548 – Dig Indy Tunnel System Pleasant Run PR02-DV-1 Speaker(s): Jeff Glover, Maceo Lewis, Nick Maynard 535391 – Replacement of Raw Water Transmission Line with Fused Pipe System Provides Stable Water Supply to Historical Town Speaker(s): Scott Hay, Alan Plumlee, Saul Hernandez, Shawn Garcia	SESSION F6 PIPE BURSTING ANDREW SPARKS 525649 – Pipe Bursting: How Big Can You Go? Speaker(s): Roberto Saucedo 525200 – Pipe Bursting Success in a Developed Neighborhood Speaker(s): Jeffrey Tarantino, Brian Martinez, Nelson Schlater	SESSION G6 CATHODIC PROTECTION – RUST ME! NEIL HARVEY 533294 – Using Cathodic Protection (CP) Retrofits to Extend Useful Water Main Life for Cast and Ductile Iron Mains Speaker(s): Chris Macey, Matthew Coleman, James Davidson 535181 – A Study of Life Extension of Two Prestressed Concrete Cylinder Pipelines Speaker(s): Mehdi Zarghamee, Courtney Jalbert, Jason Gehrig, Mohammadreza Gargari	SESSION H6 ETHICS TARA HOKE ETHICS SESSION This session reviews the ethical principles that guide professional engineers, and provides a sampling of real-life case studies that illustrate the importance of honoring ethical principles in the practice of engineering.



TECHNICAL PROGRAM – WEDNESDAY, JULY 23



7:30 a.m.–8:00 a.m. – Continental Breakfast

8:00 a.m.–9:30 a.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A7 PLANNING RICHARD NICHOLS 534246 – Preparing for the Unexpected During Design and Construction Speaker(s): Sierra McCreary, Timothy Weaver 535385 – Balancing Present and Future Needs Speaker(s): Nathan Boyd, Thomas Dumm 535432 – The Conveyance of Ideas to Facilitate Pipeline Design and Delivery Speaker(s): Matthew Alcock, Noel Guercio	SESSION B7 LININGS CHARLES MARSH 535661 – Development of a Framework for Design and Installation of a New Lining Material for Water Pipeline Renewal Speaker(s): Mohammadreza Malek Mohammadi, Homing Ni, Mohammad Najafi, Seyedmohammadsadegh Jalalediny Korky, Ramtin Serajiantehrani 534291 – Design of Sprayed Cementitious Liners within Corrugated Steel Pipes Speaker(s): Ian Moore 534096 – One Liner to Rule Them All: King County Interbay 48-inch Sewer Forcemain Rehabilitation Story Speaker(s): Steve Lindsey, Ray Nickel, Jeff Schmidt, Matthew Tooley	SESSION C7 MODELING AND RISK APPROACHES ADAM BRAUN 535620 – Shifting to a Monetized Quantitative Approach for Risk Analysis Using Property Damages Speaker(s): Karl Ivan San Luis, Craig Daly, Amin Ganjidoost 535279 – Distribution Pipe Measurement to Inform Pipe Replacement Plans Speaker(s): Chad Millner, David Hutton, Michael Livermore, Paul Murray 535656 – Condition Prediction of Sanitary Sewer Pipes Speaker(s): Mohammadreza Malek Mohammadi, Mohammad Najafi, Amir Tabesh, Jamie Riley, Jessica Gruber	SESSION D7 QUANTITATIVE ANALYSIS CHRISTOPHER HAECKLER 526807 – Developing a Capacity-Demand Assessment Methodology for Pipeline Components Using Elastic-Plastic Load Factors Speaker(s): Kenny Farrow, Ken Zhang 535617 – Quantifying Level of Service Interruption from Water Main Breaks as Consequence of Failure Speaker(s): Karl Ivan San Luis, Craig Daly, Amin Ganjidoost 535541 – A Framework for Statistical Analysis of Water Pipeline Field Performance Data Speaker(s): Hao Xu, Sunil Sinha

TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E7 PANEL SESSION GEORGE HAWKINS PANEL Developing a Sustainable Approach to Water Transmission and Distribution Asset Management: A Discussion on the Proactive Steps to a Successful Program	SESSION F7 LARGE DIAMETER REHAB WENDY LUNDEEN 535316 – Rehabilitation of a Critical High-Pressure Transmission Main underneath and in the Vicinity of a Major Highway Speaker(s): Murat Engindeniz, Roman Obzejta, Sara Mathis, Kristen Peterson 535688 – Aromatic Polyurethane Coating's Long Term Corrosion Protection Capability after Two Years of Extended Above Ground Exposure Speaker(s): Stuart Croll, Brent D. Keil 535036 – Extending the Life of a 35-Year Old Critical Water Supply System under Severe Time and Environmental Restrictions Speaker(s): Andrew Beck, David Burkhart, Angela Pflanz, Elizabeth Blackwelder	SESSION G7 PIPES – LEAKS AND RETROFITS AMIN GANJIDOOST 535483 – A 60-year History of the Efficacy of Polyethylene Encasement of an Iron Pipe Installation in an Aggressive Soil Environment Speaker(s): Dirk Barrios, Lewis Horn 535572 – Characterization of Graphene Reinforced Epoxy Coatings for Internal Surface of Oil and Gas Pipelines Speaker(s): Xingyu Wang, Xiaoning Qi, Zhibin Lin, Dante Battocchi, Mingli Li 535310 – Transmission Main Leak Monitoring to Reduce Risk and Non-Revenue Water Speaker(s): Kah Cheong Lai, Paul Murray, Waseem Khan	SESSION H7 MANAGING YOUR ASSETS GREG BAIRD 525454 – Mains, Trains, and Automobiles: Utilizing Fort Worth's Risk Assessment Data to Drive Sanitary Sewer Rehabilitation Speaker(s): Josh Kercho, Liam Conlon PANEL DISCUSSION 535268 – Applying Risk Management Principles and Innovative Technologies to Effectively Manage Water Infrastructure Speaker(s): Sunil Sinha, Ahmad Habibian, Devan Thomas, Matt Carter, Jian Zhang

9:30 a.m.–10:00 a.m. – Networking Break



10:00 a.m.–11:30 a.m. – Concurrent Technical Sessions

TRACK A Planning & Design 1 Felipe Pulido	TRACK B Planning & Design 2 Jeffrey Shoaf	TRACK C Condition Assessment 1 Roberts McMullin	TRACK D Condition Assessment 2 Mark Poppe
SESSION A8 PIPE MATERIALS ALAN SWARTZ 535184 – AWWA C305: A New Standard for CFRP Renewal and Strengthening of PCCP Speaker(s): Mehdi Zarghamee 535114 – Designing an Economical FRP System for Pipeline Rehabilitation Speaker(s): Firat Sever, Mo Ehsani 534937 – Thin-Walled Synthetic Fiber Reinforced Concrete Pipe Performance Under Cyclic Loading Speaker(s): Fouad AL Rikabi, Shad Sargand, Issam Khoury, John Kurdziel, Safiya Ahmed, Husam Hussein	SESSION B8 MODELING RICARDO VIEIRA 535044 – Pojoaque Basin Regional Water System Modeling and Challenges Speaker(s): Eric Smith, Steve Shumaker, Sri Rajah, Leonel Almanzar, Chris Ott, Julia Chivington-Buck, Juan Samaniego, Jerry Edwards, Fabian Montana, James Kim 535493 – A Novel Water Pipeline Asset Management Scheme Using Hydraulic Monitoring Data Speaker(s): Kalyan Piratla, Ahmad Momeni 534866 – Utilizing District Metered Area Water Loss Analysis in a Mid-size Utility Speaker(s): Jim O'Dowd	SESSION C8 FAILURE ANALYSIS PETER NARDINI 535351 – Mechanical Performance of a Pressure Pipe CIPP Liner with Stress Concentration Effects Associated with Local Defects Speaker(s): Shawn Kenny, Xiaohan He 534305 – Detecting High Risk Zones Using a Spatial Clustering of Pipe Breaks Speaker(s): Thomas Ying-Jeh Chen, Chong Yang Kate Zhao, Craig M. Daly 535636 – Joint Strength or "Efficiency" Factors of Steel Lap Welded Joints for Use in Water Conveyance Speaker(s): Spyros A. Karamanos, Robert J. Card, Giannoula Chatzopoulou, Gregory C. Sarvanis	SESSION D8 UNIQUE ASSESSMENT APPROACHES STEVE FORD 535265 – Survey Level Condition Assessment of Bar-Wrapped Pipe Speaker(s): Murat Engindeniz, Troy Bontrager, David Zavala, Greg Robbins, Paul Murray 535486 – What Lies Beneath Riverside Drive? Evansville Water Digs for Answers Speaker(s): Duane Gilles, William Barloon, Wayne Lindsay 535074 – Looking into the Void: Condition Assessment with Pipe Penetrating Radar Speaker(s): Csaba Ékes

TRACK E Construction & Rehabilitation 1 Duane Strayer	TRACK F Construction & Rehabilitation 2 Jerry Snead	TRACK G UES Matthew Duffy	TRACK H Multidiscipline Kyle Couture
SESSION E8 HDD/INSPECTION JAVAN REYNOLDS 532037 – 24-inch Force Main by HDD for Dallas Water Utilities Speaker(s): James Bryan, Marty Paris 524086 – 12-inch Water Line Horizontal Directional Drill Across Hunting Bayou using Cartridge Method Speaker(s): Christine Kirby, Eric I. Hernandez, Anh H. Hunter, Samson D'Silva, 526746 – Pipeline Ovality Assessment at Low Internal Pressures Speaker(s): Kenny Farrow	SESSION F8 LARGE DIAMETER PROBLEMS ERIC SCHEY 535577 – Thorny Details of the Rose Canyon Trunk Sewer Rehabilitation Speaker(s): Casey Raines, Greg Watanabe 535568 – A Modern Solution for an Old Problem: Utilizing both CIPP and CFRP for Aerial Pipeline Rehabilitation Speaker(s): Amber Wagner, Tim Peterie 535683 – Case Study from Trenchless Rehabilitation of 60-Inch Sludge Transfer Main at East Side Water Treatment Plant Speaker(s): Wayne Barton, Rick Zohne, Farwa Sultan, Amir Tabesh, Mohammad Najafi, Saeed Rezai	SESSION G8 SURVEY AND EMINENT DOMAIN SANJAY TEWARI 534606 – Application of GIS/Geomatics to Areas Affected by Subsiding Land and Rising Sea: Simulation of Risks and Identification of At-Risk Infrastructure Speaker(s): Sanjay Tewari, Francis Manning, Wesley Palmer 525222 – Survey-Grade GNSS Mapping in GNSS-Denied Environments Speaker(s): Eric Gakstatter 534837 – Ultrasonic Measurements for Condition Assessment of PCCP Speaker(s): Salvador Villalobos, Paul Fisk, Richard Stark	SESSION H8 ASSET FORTITUDE JENNIFER HARRISON 535521 – What is Pipeline Resilience? Speaker(s): Maury Gaston 535100 – Concrete Pipe Leak Injection Repair Without Service Interruption Speaker(s): Tao Peng, Phil Dooks PANEL DISCUSSION 535663 – Unified Approach to Thrust Restraint Design Speaker(s): Stephen Shumaker, Sri Rajah, Henry Bardakjian, Randall Conner, Martin McCabe



GENERAL INFORMATION



HOTEL INFORMATION

THE OFFICIAL CONFERENCE HOTEL

Renaissance Nashville Hotel
611 Commerce St, Nashville, TN 37203
Phone: 615-255-8400

Surround yourself with the rhythm of Music City at Renaissance Nashville Hotel. Situated in downtown Nashville, the newly renovated Renaissance hotel is an upscale haven in one of the country's most vibrant travel destinations.

Our conference session space depends on your patronage of this official conference hotel. Because of our contractual agreements with this hotel and because we strongly believe that staying at this designated conference hotel is an important part of your conference experience, conference organizers recommend this hotel exclusively.

HOTEL RATES AND RESERVATIONS

The contracted rates are currently available!

Group Rates: Single, Double or Triple: \$229 plus 16.6% tax

Reserve your room and receive the group rate by June 26, 2019 based on availability.

There are a limited number of Government rates for government employees only. Credentials are required upon check-in with the hotel front desk.

PARKING

Renaissance Nashville Hotel Parking

For valet parking turn right onto Commerce St. and pull into the front driveway on the right hand side. Valet parking includes in/out privileges (611 Commerce Street). Valet parking fee: 40 USD daily.

Local Downtown Nashville Pay Parking Lots

For self-parking, continue on 7th Avenue through Commerce Street and turn right into the Library parking garage, directly across the street from our hotel (no in/out privileges). Off-site parking fee: 14 USD daily.

If you do have a car, most downtown Nashville hotels provide parking for their guests but it can be quite expensive. Public garages throughout Nashville cost much less. Visit the **Park it! Downtown** website for locations and costs.

TRAVEL INFORMATION

AIRPORT

Nashville International Airport – BNA

615-275-1675

Hotel direction: 8.2 miles NW

This hotel does not provide shuttle service.

GROUND TRANSPORTATION

Jarmon Transportation

615-275-0146

One way and round trips available (\$14.00–\$25.00)

Reservation required 24 hours in advance of your flight.

Nashville MTA

<http://www.nashvillemta.org>

The Nashville MTA offers bus service between the Nashville airport and downtown Nashville. The Route 18 Airport/Elm Hill Pike bus leaves hourly from the Nashville airport between 7 a.m. and 10 p.m. from the ground transportation area. Visit Nashville MTA's website for drop-off locations.

Gray Line Nashville Airport Express

<https://graylinetn.com/rentals-v1/shuttle-by-gray-line>

Gray Line Nashville Airport Express also offers shuttles to downtown Nashville and West End Nashville hotels from 4:00 a.m.–11:00 p.m., departing every 15 minutes.

Taxis

Taxis are a flat fee of \$25.00 with \$1.00 charge for additional passengers.

Rental Cars

Budget: 615-366-0807 • Enterprise: 615-275-1675

Hertz: 615-748-1394 • National Car Rental: 844-370-2403

INTERNATIONAL TRAVEL

The first step to traveling to the U.S. is to determine if you need a Visa or if you are eligible for the Visa Waiver Program (VWP). Travelers from VWP countries must have valid Electronic System for Travel Authorization (ESTA) approval before travel.

If you need a visa, you will need to apply for the right kind of visitor visa. It is normally a B1* visa: Attend a scientific, educational, professional, or business convention or conference for a business visit.

**Please check current visa categories and requirements with the U.S. State Department.*

Visa visitors must have a machine-readable passport and schedule an in-person interview with the U.S. State Department consulate or embassy. The application process varies by location. Please contact your local consulate for the most accurate information.

It can take up to four months to get an interview date. Please contact your nearest consulate as soon as possible to request an interview date.

GENERAL INFORMATION

CANCELLATION

If your visa application is denied, please inform ASCE in writing that you wish to cancel your registration. You have to attach a copy of your visa denial.

A full refund will be issued if the cancellation notice is received by the registration refund deadline of June 25, 2019. No refunds will be made for cancellation requests received after that date.

Send cancellation requests to registrations@asce.org or fax to +1 (866) 902-5593.

Please file your visa paperwork as far in advance as possible to be eligible for a refund.

ASCE cannot intervene on behalf of the invitees with the Government of the U.S. by fax, phone, surface mail, or email.



GENERAL INFORMATION



LETTER OF INVITATION

Registration must be completed and paid in full before a Letter of Invitation may be requested. A copy of your registration payment receipt must accompany your request.

Please be ready to provide your complete official name, date of birth, physical address, email address, and passport number (if available).

The Letter of Invitation will ONLY be sent by email to the email address that you provide.

CITY INFORMATION

<https://www.visitmusiccity.com>

ADA COMPLIANCE

The Renaissance Nashville Hotel is fully accessible to the disabled. If you require special assistance at the conference, please submit a written description of your requirements with your registration form or email registrations@asce.org before Wednesday, June 27. While ASCE will make every effort to meet the needs of the disabled, accommodations cannot be guaranteed without prior notification.

ASCE BOOKSTORE

ASCE will operate its popular bookstore at the Pipelines 2019 Conference during registration hours. The bookstore is a great opportunity to browse through the many new and classic titles on display covering all topics in civil engineering.

ATTIRE

The dress code for the Conference is business casual (i.e., slacks, casual dresses) to business attire (i.e., neckties, business suits). Meeting room temperatures will vary, so wear layered clothing to ensure your personal comfort. We also recommend attendees wear comfortable shoes. Please note that certain events may have specific details on attire, and you should refer to the description of that event for more information.

BADGE POLICY AND RIBBONS

Your name badge is your admission to the Conference. Please wear your badge at all times while in the Sheraton Centre. Tickets are required for the pre-conference workshops, meals, and special events. Where tickets are required, please be sure to bring your tickets with you to each event as you will not be admitted without a ticket. Ribbons will be available at the Registration desk. ASCE recommends you remove your badge when leaving the conference hotel.

CONFERENCE PROCEEDINGS

This year, the conference proceedings will be available ONLINE only. One copy is included with each full registration. To access your copy, please exchange your Proceedings ticket that comes with your badge and all other tickets to receive the Proceedings Retrieval Information Card. The registration desk will issue the cards on Tuesday, July 23rd starting at 2pm.

To purchase a copy after the conference, call ASCE at (800) 548-ASCE (2723), send a fax to (703) 295-6211, or order online at www.asce.org/publications.

MEETING ROOM OVERCROWDING

ASCE will make every effort to schedule popular events in rooms large enough to accommodate anticipated attendance. Since many events are extremely popular, it is wise to select alternative events as you plan your conference schedule. ASCE and the conference hotel are REQUIRED to follow local fire regulations and may ask participants in rooms filled to capacity to choose another event.

NO SMOKING POLICY

ASCE supports a "No Smoking" policy. Smoking is prohibited in the Nashville Renaissance Hotel, and all venues hosting ASCE events.

POST-CONFERENCE EVALUATION

In addition to daily surveys, an electronic evaluation will be sent out immediately after the Conference to all attendees.

PROFESSIONAL DEVELOPMENT HOURS (PDHS)

You may earn PDHs, which are nationally recognized units of record, by attending conference technical sessions and short courses. Please note there are differences from state to state in continuing education requirements for professional engineering licensure. ASCE follows NCEES guidelines on continuing professional competency. Get details on your state's requirements by going to www.ncees.org/about.

Within 30 days of the end of the conference, the session information will be uploaded into the MyLearning system. You will receive an email from the conference registration system with a link and detailed instructions on how to access MyLearning and to update your session attendance. By accessing the MyLearning system for this conference, you automatically Agree and Certify you attended the selected sessions. The system will remain open for 30 days from the receipt of the registration email to allow you time to make any adjustments and print your certificate and transcript. After that 30-day mark, you will need to contact ASCE Customer Service at registrations@asce.org or (800) 548-2723 to modify your conference attendance information.

Included with your welcome packet, you will receive a badge with your name and a bar code specific to your registration. Before you enter the room for a Pre-Conference Workshop or a Technical Session, you must scan your bar code in order to receive credit. The scanner will acknowledge a successful recording of your name for the specific session. We strongly recommend you scan your badge at the beginning of each session to eliminate any challenges and/or lines later.

Please note that the only way to receive PDH credits is if you scan the bar code located on the back of your conference badge at the start of each session.

RECORDING OF SESSIONS

Video or audio recording of any educational session is strictly prohibited without prior written permission from both ASCE and the session presenter(s).



GENERAL INFORMATION



RELEASE/WAIVER/SPECIAL ASSISTANCE

Photograph Release: By submitting the registration form, I hereby release any photographs that may be incidentally taken of me during these events by ASCE to be used for any purpose.

Liability Waiver: In submitting this registration, I acknowledge and agree that I am undertaking to participate in the Conference activities as my own voluntary and intentional act. I agree that I alone am responsible for determining whether I am physically capable of participating in any Conference activity, and I understand that there is risk associated with my participation, which may include without limitation, injury or loss caused by my own negligence or the negligence of others. With knowledge and acceptance of the risks involved, I accept full responsibility for my own safety and well-being. In consideration of my participation in Conference activities, I hereby waive, release, hold harmless, and discharge ASCE and its officers, directors, and employees from any and all loss or injury that may be suffered by me in connection with Conference activities to the fullest extent permitted by law.

ADA Compliance: The Renaissance Nashville is fully accessible to the disabled. If you require special assistance at the conference, please submit a written description of your requirements with your registration form or email registrations@asce.org before June 26, 2019. While ASCE will make every effort to meet the needs of the disabled, accommodations cannot be guaranteed without prior notification.

EXHIBIT HOURS

SATURDAY, JULY 20	
Decorator Move-in	9:00 a.m.–5:00 p.m.
SUNDAY, JULY 21	
Exhibitor Move-in	8:00 a.m.–4:00 p.m.
Welcome Reception	5:30 p.m.–7:00 p.m.
MONDAY, JULY 22	
Exhibit Hours	9:00 a.m.–4:00 p.m.
Morning Networking Break	9:00 a.m.–10:00 a.m.
Lunch	11:30 a.m.–1:00 p.m.
Afternoon Networking Break	2:30 p.m.–4:00 p.m.
TUESDAY, JULY 23	
Exhibit Hours	8:30 a.m.–4:30 p.m.
Continental Breakfast	8:00 a.m.–9:00 a.m.
Morning Networking Break	10:30 a.m.–11:30 a.m.
Afternoon Networking Break	3:30 p.m.–4:30 p.m.
Move-Out Hours	4:30 p.m.–8:30 p.m.

REGISTRATION INFORMATION

RECEIVE MEMBER RATES

Not a member of ASCE or UESI? Join today and save on your Pipelines 2019 Conference registration. Simply visit www.asce.org/join and choose UESI as your preferred institute or call 800-548-ASCE (2723) to request an application and/or register for the conference. For more information on member benefits, go to www.asce.org/membership. **NOTE: You must be a member in good standing to qualify for the member rates.**

EARLY BIRD REGISTRATION DISCOUNT (EB)

Don't miss out! Register early and receive the best savings. The deadline for Early Bird registration is Wednesday, June 5, 2019. Registration online or forms, must include complete payment and be RECEIVED by this date to qualify for the Early Bird registration discount.

ADVANCE REGISTRATION DISCOUNT (ADV)

ASCE invites registrants to take advantage of an advance registration discount. The deadline for advance registration is Wednesday, June 25, 2019. Registration online or by forms, must include complete payment information, and must be RECEIVED by this date to qualify for the advance registration discount.

ON-SITE REGISTRATION (ONS)

Please do not mail registration forms through the U.S. Postal Service AFTER Saturday, June 15, 2019 in order to ensure your registration is processed by the Tuesday, June 25, 2019 deadline. After this date, registrations must be secured with a credit card. If you are paying by credit card, please register online or download the PDF registration form and submit it onsite along with your full credit card payment.

CONFIRMATION OF REGISTRATION

Confirmation will be e-mailed to all Early Bird and Advance registrants within one week of registering for the conference. Online registrants should receive immediate notification following submission of the registration information. Pre-registered attendees will receive their name badges and any tickets ordered at the on-site ASCE Registration Desk during Registration hours.

If you do not receive confirmation within one week, please contact ASCE registration at 800-548-2723 and ask to speak with Customer Service, or e-mail registrations@asce.org. Please reference Pipelines 2019 Conference in the subject line.

ON-SITE REGISTRATION HOURS

(Subject to change)

Saturday, July 20	7:00 a.m.–5:00 p.m.
Sunday, July 21	7:00 a.m.–6:30 p.m.
Monday, July 22	7:00 a.m.–4:30 p.m.
Tuesday, July 23	7:00 a.m.–6:00 p.m.
Wednesday, July 24	7:00 a.m.–1:00 p.m.



GENERAL INFORMATION

SPECIAL NOTES FOR 2019

The Author/Speaker Registration Deadline is February 21, 2019. If you are a US Public Sector Scholarship winner, please call 800-548-2723 when you are ready to register or send the filled-out paper registration form (PDF) to registrations@asce.org or fax to 1-866-902-5593 along with proof of acceptance to receive your complimentary conference registration.

US Government/municipal employees who will not be part of the Public Sector Scholarship program are still eligible for our regular discount as reflected above. To register with the discount, please call 800-548-2723 or submit paper registration form to registrations@asce.org or via fax to 1-866-902-5593.

State university employees are not eligible for the Government Rate.

You **MUST** be a **US government/municipal employee** to be eligible for this discount and be prepared to show a valid government ID on-site at the registration desk when you pick up your name badge.

Full-time Student must present a valid ID/document on-site at registration desk when picking up name badge

If you are a **Student Scholarship winner**, please call 800-548-2723 when you are ready to register or send the filled-out paper registration form (PDF) to registrations@asce.org or fax to 1-866-902-5593 along with proof of acceptance to receive your complimentary conference registration.

Students who will not be part of the Student Scholarship program are still eligible for our regular discount as reflected above. You can register with the discount on line or submit paper registration form to registrations@asce.org or via fax to 1-866-902-5593.

NEW THIS YEAR

If you are a **Younger Member** attending this program for the first time, please call customer service at 800-548-2723 to receive a special \$250.00 discount off your full member registration.

If you are a **Retired Member**, please call customer service at 800-548-2723 to receive a special \$460.00 discount off full member registration.

PROGRAM AND SESSION CANCELLATION

ASCE reserves the right to cancel programs and/or sessions because of low registration. In the unlikely event of a cancellation, all registrants will be notified and will receive a full refund, if applicable. Programs and Sessions are subject to change, and ASCE reserves the right to substitute a program, session, and/or speaker of equal caliber to fulfill the educational requirements.

PAYMENT INFORMATION

Acceptable forms of payment include:

- **CHECK:** payable to Pipelines 2019 Conference (In U.S. dollars, drawn on a U.S. bank – you must include attendee's name in the memo area of the check)
- **CREDIT CARD:** VISA, MasterCard, American Express, Diners Club, and Discover
- **PURCHASE ORDER:** P.O. #, company name & address or other billing address (This includes Government P.O. use) – a copy of this P.O. must be submitted to Customer Service when you register

Mail registrations to: Pipelines 2019 Conference, P.O. Box 79668, Baltimore, MD 21279-0668. OR you may register online. Full payment **MUST** accompany all registration forms. Forms will not be processed without payment or copy of purchase order.

CANCELLATIONS/REFUNDS

Cancellations must be received by ASCE in writing. A refund will be issued, minus a \$65 processing fee, if the cancellation notice is received by ASCE by June 25, 2019. No refunds will be made for cancellations received after June 27, 2018. Send cancellations to registrations@asce.org or fax to (866) 902-5593.

ASCE cannot refund registration fees after this registration cut-off date due to an individual's inability to obtain a visa, so please file your international travel paperwork as far in advance as possible in order to be eligible for a refund prior to the registration cut-off date.





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Contact Sean Scully at sscully@asce.org or 703-295-6154 for more information.



EXHIBITORS

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Advance Products & Systems, Inc. is a leading manufacturer and distributor of water and wastewater pipeline products. APS is dedicated to manufacturing quality pipeline products that provide their customers with confidence in knowing they have a dependable product backed by 37 years of industry-leading excellence.



AEGION CORPORATION

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Aegion combines innovative technologies with market-leading expertise to maintain, rehabilitate and strengthen infrastructure around the world. Insituform, Fibrwrap, Underground Solutions and United Pipelines provide solutions to rehabilitate aging infrastructure, primarily pipelines in the wastewater, water, energy, mining and refining industries.



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Established in 1973, Akkerman develops, manufactures and supports quality pipe jacking and tunneling equipment that accurately installs a variety of underground infrastructure.



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Ballard Marine Construction is a specialty marine and underwater contractor providing turnkey infrastructure solutions worldwide for the energy, industrial, infrastructure, and maritime industries.



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Blacoh Surge Control provides customized system-wide engineered solutions with our system modeling, proof of design, and large pressure vessels used in surge protection, pressure regulation, storage and pump control.



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www.infrastructure.milliken.com

Milliken Infrastructure provides trenchless solutions, including GeoSpray® geopolymer, PipeWrap, and Concrete Cloth™ GCCM, making it easier and more cost effective to repair and protect pipes and related structures.

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THE PLASTICS PIPE INSTITUTE, INC.

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The Plastics Pipe Institute (PPI) is the major trade association representing the Municipal and Industrial Division and high-performance PE4710 for water, wastewater, trenchless and open cut construction.



PURE TECHNOLOGIES

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Pure Technologies is a world leader in the development and application of innovative technologies for inspection, monitoring and management of pipeline infrastructure.



RAEDLINGER PRIMUS LINE INC.

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Primus Line is the manufacturer of a unique system for trenchless pressure pipe rehabilitation. PRIMUS LINE® products enable the cost effective trenchless rehabilitation of pressure pipelines for different media, such as water, oil and gas.



SIMPSON GUMPERTZ & HEGER INC

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SGH is a national engineering firm with more than 25 years' experience in condition assessment, structural evaluation, failure risk analysis, failure investigation, and repair of pipelines.



SAK CONSTRUCTION

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SAK delivers and installs the most advanced, field-proven products to solve your most challenging pipe rehabilitation and large-diameter tunneling boring needs.



STRUCTURAL TECHNOLOGIES

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Structural Technologies, a Structural Group company, develops and integrates specialized products with engineering services to improve, protect and enhance water and wastewater pipelines. Our unique product systems provide structural strengthening for the restoration or renewal of concrete, metallic and polymer-based large diameter pipelines. Our repair options include state-of-the-art materials which provide engineered value through short construction windows with little to no disruption to traffic patterns or operations. Product systems include:



- V-Wrap™ Carbon Fiber – trenchless, fully structural, internally applied composite utilized for 30-inch diameter and above concrete, metallic and polymer-based pipelines
- StrongPIPE® Hybrid/FRP – trenchless, fully structural, internally applied hybrid system for extended runs of 42-inch diameter and above concrete and metallic pipelines
- XPT™ External Post-Tensioning – semi-structural, externally applied tendon repair system for 48-inches diameter and above pre-stressed concrete cylinder pipe (PCCP)

TEAM

www.teaminc.com

TEAM™ is the leading provider of specialized industrial solutions aimed at minimizing costly downtime and maximizing equipment performance using unique inspection, heat treating, maintenance, repair, and asset integrity management services.



TT TECHNOLOGIES INC

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TT Technologies is a leading manufacturer of trenchless technology equipment for pipeline installation with Pipe Ramblers, HDD Assist/Extraction equipment, Pipe Bursting and Pipe Cracking Systems.



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To promote the use of longer-life, lower-maintenance, corrosion-proof PVC piping materials for real sustainability, strength and long-term asset management in water and wastewater systems.



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The Vortex Companies is a turnkey trenchless solution provider serving the water, sewer and industrial marketplace. Vortex offerings include CCTV inspection, turnkey bypass, pipe bursting, large diameter structural pipe relining, advanced sewer repair materials, trenchless robotic systems, and pipe and drain tools.





PIPELINES 2019 CONFERENCE

Nashville Tennessee | July 21-24

REGISTRATION FORM

Please complete the registration form including signature and payment information. Use one registration form per person. Registrations will not be processed without full payment and registrant's full name. By submitting the registration form the individual agrees to all registration policies in the Preliminary Program and on ASCE's Conference Web site.

Contact Information (*Indicates required information)

*First Name _____ MI _____ *Last Name _____

Credentials _____ Badge Nickname _____

*Company/Organization/University _____

*Street Address/PO Box _____

*City _____ *State _____ *Postal Code _____ *Country _____

*Work Phone _____ Home Phone _____ *Cell Phone _____

Fax _____ *E-mail _____

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Simply visit www.asce.org/join
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Register by June 5, 2019 and Save!

For complete Conference information
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call (800) 548-2723.

Please answer these questions so that we may serve you better (* Indicates Required Information):

- *1 The organization I work for is: ☐ Private ☐ Government ☐ Education ☐ Military ☐ Other
- *2 My position is: ☐ Partner/Principal ☐ Senior Manager ☐ Middle Manager ☐ Technical/Professional Manager ☐ Faculty ☐ Student ☐ Retiree
- *3 How many previous ASCE Conferences have you attended? ☐ 0 ☐ 1 ☐ 2 ☐ 3 or more
- *4 My age group: ☐ Under 25 ☐ 25-34 ☐ 35-49 ☐ 50-65 ☐ Over 65



*Check here if you require: ☐ Vegetarian ☐ Lacto-Vegetarian ☐ Ovo-Vegetarian ☐ Vegan ☐ Gluten Free ☐ Other: _____

*Check here if you have allergies to the following: ☐ Peanuts ☐ Tree Nuts ☐ Seafood ☐ Other: _____

*Check here if you require specific aids or services: ☐ Deaf or Hearing Impaired ☐ Blind or Visually Impaired ☐ Wheelchair User ☐ Other: _____

FULL REGISTRATION

Registration Categories	Early Bird (EB) By 6/5/19	Advance (ADV) By 6/25/19	Onsite (ONS) After 6/25/19
ASCE/UESI Member	☐ \$695	☐ \$795	☐ \$895
Non-Member	☐ \$830	☐ \$930	☐ \$1,030
Government/Municipal Member	☐ \$445	☐ \$545	☐ \$645
Government/Municipal Non-Member	☐ \$580	☐ \$680	☐ \$780
Speaker/Moderator	☐ \$595	☐ \$695	☐ \$795
Speaker/Moderator Non-Member	☐ \$695	☐ \$795	☐ \$895
Cooperating Organization	☐ \$695	☐ \$795	☐ \$895
*Full-Time Student	☐ \$235	☐ \$255	☐ \$275

Full Registrants: Included in your Full Registration fee are the following tickets. There is no extra charge for these events. However, each registrant must pre-register below in order to receive a ticket to the event.

Welcome Reception, Sunday	☐ Yes, I will attend	☐ No
Plenary Breakfast, Monday	☐ Yes, I will attend	☐ No
Exhibit Hall Lunch, Monday	☐ Yes, I will attend	☐ No
Awards Luncheon, Tuesday	☐ Yes, I will attend	☐ No
Wellness Lunch, Wednesday	☐ Yes, I will attend	☐ No
Proceedings (Not included with Student Registrations)	☐ Yes, please	☐ No, thanks

DAILY REGISTRATION: (Refer to grid on the Registration page)

	EB	ADV	ONS
☐ MONDAY ☐ TUESDAY			
Registration Categories	By 6/5/19	By 6/25/19	After 6/25/19
ASCE/UESI Member	☐ \$425	☐ \$475	☐ \$525
Non-Member	☐ \$475	☐ \$525	☐ \$575
Government/Municipal Member	☐ \$355	☐ \$405	☐ \$455
Government/Municipal Non-Member	☐ \$405	☐ \$455	☐ \$505
☐ WEDNESDAY	EB	ADV	ONS
Registration Categories	By 6/5/19	By 6/25/19	After 6/25/19
ASCE/UESI Member	☐ \$225	☐ \$275	☐ \$325
Non-Member	☐ \$275	☐ \$325	☐ \$375
Government/Municipal Member	☐ \$155	☐ \$205	☐ \$255
Government/Municipal Non-Member	☐ \$205	☐ \$255	☐ \$305

GUEST PACKAGE

	EB	ADV	ONS
(includes Welcome Reception, Awards Luncheon, and Exhibit Hall access)	By 6/5/19 ☐ \$200	By 6/25/19 ☐ \$220	After 6/25/19 ☐ \$240
Guest Name	_____		

PAYMENT: Full payment must accompany this registration form. Cancellations are subject to a \$65 fee. No REFUNDS granted for cancellations after June 25, 2019.

Full Registration	\$ _____	☐ CHECK (Payable to ASCE Pipelines 2019 Conference . Checks must be issued in U.S. dollars, drawn on U.S. banks.) To pay registration fee by check, postmark your registration by the deadlines indicated above and mail to: ASCE Pipelines 2019 Conference PO Box 79668 Baltimore, MD 21279-0668 USA
Daily Registration	\$ _____	
Guest Package	\$ _____	
Pre-Conference Workshops	\$ _____	
Additional Tickets	\$ _____	

GRAND TOTAL (pay this amount) \$ _____ ☐ **Purchase Order #** _____
(Provide copy of PO form with your registration form)

*If you are a U.S. Public Sector Scholarship or Student Scholarship winner, please call 800-548-2723 when you are ready to register or send the filled-out paper registration form (PDF) to registrations@asce.org or fax to 1-866-902-5593 along with proof of acceptance to receive your complimentary conference registration.

NEW: If you are a Younger Member attending this program for the first time, please call customer service at 800-548-2723 to receive a special \$250.00 discount off your full member registration.

If you are a Retired Member, please call customer service at 800-548-2723 to receive a special \$460.00 discount off your full member registration.

ADDITIONAL TICKETS * Tickets are included in the Full Registration Rate

	EB	ADV	ONS	QTY
*Proceedings	☐ \$100	☐ \$100	☐ \$100	_____
Saturday, July 20	EB	ADV	ONS	QTY
Pre-Conference Workshops:				
Large Diameter Pipeline Forum	☐ \$195	☐ \$220	☐ \$245	_____
Sunday, July 21	EB	ADV	ONS	QTY
Pre-Conference Workshops:				
Emergency Preparedness	☐ \$195	☐ \$220	☐ \$245	_____
AASHTO Guide for Inspection of Culvert and Storm Drain Systems	☐ \$195	☐ \$220	☐ \$245	_____
Utility Mapping Asset Management	☐ \$195	☐ \$220	☐ \$245	_____
Filling your Project Management Toolkit	☐ \$195	☐ \$220	☐ \$245	_____
* Welcome Reception	☐ \$85	☐ \$85	☐ \$85	_____
Recreational Activity: Sporting Clay Tournament	☐ \$85	☐ \$85	☐ \$85	_____
Monday, July 22	EB	ADV	ONS	QTY
*Plenary Breakfast	☐ \$45	☐ \$45	☐ \$45	_____
*Exhibit Hall Lunch	☐ \$60	☐ \$60	☐ \$60	_____
Tuesday, July 23	EB	ADV	ONS	QTY
*Awards Luncheon	☐ \$65	☐ \$65	☐ \$65	_____
Wild Horse Saloon Reception	☐ \$50	☐ \$50	☐ \$50	_____
Wednesday, July 24	EB	ADV	ONS	QTY
Wellness Lunch	☐ \$60	☐ \$60	☐ \$60	_____
Technical Tour 1: Omohundro Water Treatment Plant & 8th Avenue Reservoir	☐ \$35	☐ \$45	☐ \$50	_____
Technical Tour 2: The EQ Basin	☐ \$35	☐ \$45	☐ \$50	_____
Top Golf	☐ \$50	☐ \$50	☐ \$50	_____

ASCE uses the information you provide to administer your registration and to keep you apprised of conference information and related products and services. The name, job title, company information, and mailing address of registrants are also included in the conference attendee list that is provided to sponsors and included in the conference app.

CREDIT CARD

☐ AMEX ☐ VISA ☐ MC ☐ DISC ☐ DINERS

Card Number _____

Security Code _____

Expiration Date (MM/YY) _____

Cardholder Name _____

Signature _____

Total to be Charged _____

Item Attachment Documents:

- C8. Out of State Travel Authorization-Fire Department Instructors Conference Attendance-Indianapolis, Indiana for 1 Fire Captain

Recommendation:

Approve out of state travel for Fire Captain G. Perez to attend training Fire Department Instructors Conference in Indianapolis, IN for the dates of April 4 – 12, 2019.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Out of State Travel Authorization-Fire Department Instructors Conference Attendance-Indianapolis, Indiana for 1 Fire Captain
Category:	Consent Calendar-Public Safety
Meeting Date:	3/19/2019
Staff Contact:	Geoff Maloon 408-586-2818
Recommendation:	Approve out of state travel for Fire Captain G. Perez to attend training Fire Department Instructors Conference in Indianapolis, IN for the dates of April 4 – 12, 2019.

Background:

FDIC International offers 34,000 Fire and Rescue professionals from 65 countries around the world, quality world-class instructors, classrooms, workshops and evolutions and the most innovative products and services available to the industry displayed by over 800 exhibitors. The FDIC experience is more than your traditional trade show, it's about learning and sharing with your peers from all over the world.

The Milpitas Fire Department is seeking approval by Council for out of state travel for Captain George Perez to attend FDIC and participate in a hands on tower rescue course where students gain technical hands on experience operating on an actual communications tower, learning proper techniques for climbing tower structures, RF monitoring and awareness, rescue rigging, pre-incident planning and victim packaging techniques. Training is compliant with NFPA 1670 standard on operations and training for technical search and rescue incidents, and NFPA 1006 Tower rescue awareness and operations.

Analysis:

In accordance with the City's Travel and Expense Policy, SOP No. 6-1, travel by City employees on official business outside of California must be recommended by the Department Head and City Manager and considered by Council. The approval of this travel request will ensure that Milpitas Fire Departments remains one of the leaders in the field of technical rescue. Upon Captain Perez's return he will be able to instruct the entire department on the latest techniques for rope rescue as it relates to tower rescues.

Policy Alternative:

This request for travel aligns with previously approved travel for Fire Department personnel.

Fiscal Impact:

The fiscal impact of this out of state travel request is approximately \$3,000. The funding is available in the Fire Department training budget and through the employees educational expenses account. No additional funding is requested.

California Environmental Quality Act:

Exempt from CEQA

Recommendation:

Approve out of state travel for Fire Captain Perez to attend training Fire Department Instructors Conference in Indianapolis, IN for the dates of April 4 – 12, 2019. The experience, networking and training is important in developing new techniques, identifying safety hazards and better serving the citizens of Milpitas. Captain Perez will identify and preplan rescues on radio and power line towers on his return as well as provide training for all department personnel.

Attachment: Conference and Course Brochure and Description



About FDIC International

FDIC International offers 34,000+ Fire & Rescue professionals from 65+ countries around the world, quality world-class instructors, classrooms, workshops, H.O.T. evolutions and the most innovative products and services available to the industry displayed by over 800 exhibiting companies. The FDIC Experience is more than your traditional trade show it's about the learning and sharing with your peers formally and informally through hallway conversations, developing life-long friendships and recharging your passion for the industry. Simply, there is no other event like FDIC International and to experience it, you'll simply have to attend.

Register Today! (https://www.compusystems.com/servlet/ar?evt_uid=333)

Who Attends

FDIC International is open to all qualified industry professionals looking for the most comprehensive selection of Fire & Rescue products and services.

Most of our attendees fit into the following categories:

- Administrative Chiefs
- Apparatus and Equipment Specialists
- Career & Volunteer Firefighters
- Community Emergency Response Teams
- Company Officers
- EMTs & Paramedics
- Fire Academy and Fire Science Students
- Fire Chiefs
- Fire Inspectors
- Fire Instructors
- Fire Marshals
- HazMat Technicians
- Line Chiefs
- Training Officers
- And more

Why Exhibit at FDIC?

As an exhibitor, you'll reach 34,000+ buyers, specifiers and decision makers across multiple segments of the industry. FDIC International is a global platform for you to showcase your products and services, opportunity to network with key players and optimize your exposure & grow your business.

Interested in Exhibiting (<https://www.fdic.com/exhibition/exhibitor-center/become-an-exhibitor.html>)

Exhibitor Prospectus (<https://www.fdic.com/content/dam/fdic/documents/2019/FDIC-0719%20-%20FDIC%20exhibitor%20prospectus%202019.pdf>)

Want to Increase Your Exhibitor Investment?

Don't leave your success at FDIC International to chance, let our team help you develop a Marketing & Sponsorship program within your budget that is guaranteed to drive qualified lead generations for new business results, network with key players, optimize your exposure, grow your brand awareness and showcase your products and services to qualified industry attendees.

Several of our Marketing & Sponsorship opportunities are purchased a year in advance! NOW is the time to select a sponsorship that will help make your time at FDIC International a huge success. Take your booth experience to the next level. We offer a wide range of ways to showcase your product & services from customized digital, print & onsite marketing options, as well as sponsoring one of the many classes and workshops at FDIC International.

Become a Sponsor (<https://www.fdic.com/exhibition/exhibitor-center/sponsorships.html>)



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EVENTS:

(<https://www.fdic.com/index.html>)

(<https://www.emstoday.com/index.html>)

MEDIA:

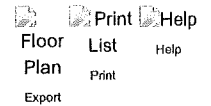
(<http://www.fireengineering.com/index.html>)



(<http://www.fireapparatusmagazine.com/index.html>)



Quick Links



All Mon, Apr 08 Tue, Apr 09

H.O.T. Evolution (Outside) 8 HOUR

8:00 AM-5:00 PM

Tower Rescue Operations

Format: H.O.T Evolution (Outside) 8 HOUR

Students gain technical rescue hands-on experience operating on an actual communications tower, learning the proper techniques for climbing tower structures, RF monitoring and awareness, rescue rigging, preincident planning, and victim-packaging techniques. Training is compliant with National ...read more...



Nathan Paulsberg

Lieutenant Palatine (IL) Fire Department - Co-Owner of Elevated Safety LLC
Elevated Safety LLC./Palatine (IL) Fire Department
United States

Lead Instructor

H.O.T. Evolution (Outside) 8 HOUR

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Nathan Paulsberg

Lieutenant Palatine (IL) Fire Department - Co-Owner of Elevated Safety LLC
Elevated Safety LLC./Palatine (IL) Fire Department
United States

Lead Instructor

Export To Outlook

For Technical Support with this webpage, please contact support.



Tower Rescue Operations

Monday, April 08, 2019: 8:00 AM - 5:00 PM

Speaker(s)



Nathan Paulsberg
Lieutenant Palatine (IL) Fire Department - Co-Owner of Elevated Safety LLC
Elevated Safety LLC./Palatine (IL) Fire Department
United States

Lead Instructor

Description

Students gain technical rescue hands-on experience operating on an actual communications tower, learning the proper techniques for climbing tower structures, RF monitoring and awareness, rescue rigging, preincident planning, and victim-packaging techniques. Training is compliant with National Fire Protection Association 1670, *Standard on Operations and Training for Technical Search and Rescue Incidents*, and NFPA 1006, *Tower Rescue Awareness and Operations Level*.

 [Click here to play video](#)

Tracks:

H.O.T. Evolution (Outside) 8 HOUR

Methodology

Training handouts will be given to all students as they arrive.

Instructors will go over basic concepts and theories.

We will then break into 3 groups.

Groups will cycle through 3 different skill stations at the base of the cell tower.

Students will then be briefed on basic rescue concepts and rigging.

Students will remain in their groups and cycle through 3 different rescue scenarios which will combine the skills and theories that have been taught during the morning sessions. Each student will have the opportunity to be a victim and a rescuer during the scenario sessions.

Debrief after all evolutions are completed.

Our goal is to give our students as much hands on time and as much time up on the structure as possible.

Learning Objectives

All learning objectives in accordance with NFPA 1670 and 1006 Tower Rescue Awareness and Operations requirements.

Demonstrate capabilities in:

Job hazard analysis used on tower sites

use of energy-absorbing lanyards and work-positioning lanyards

Ladder climbing safety systems

Use of pre-climb checklist

Tower ladder/peg climbing techniques

Familiarity with tower types

Rescue preplan

Hazard recognition, including: RF, AC, & DC

Perform basic rescue techniques

Intermediate

H.O.T. Evolution (Outside) 8 HOUR

[Back to the Search](#)

Register Today

FDIC Experience Package*

\$600

Paid After Feb. 22, 2019: \$670

Includes Opening Ceremonies, 3-days of Exhibit Hall Access and Classrooms

Access to register for Hands-On Training (H.O.T.) Evolutions and Pre-Conference Workshops

*Plus costs of H.O.T. Evolutions and Pre-Conference Workshops. See below pricing information for H.O.T. Evolutions and Pre-Conference Workshops.

Two-Day Hands-On Training & Pre-Conference Workshops Only*

\$300

Paid After Feb. 22, 2019: \$360

Includes 3-days of Exhibit Hall Access

Access to register for Hands-On Training (H.O.T.) Evolutions and Pre-Conference Workshops.

DOES NOT INCLUDE CLASSROOM SESSIONS

*Plus costs of H.O.T. Evolutions and Pre-Conference Workshops. See below pricing information for H.O.T. Evolutions and Pre-Conference Workshops.

Individual Full Conference

\$600

Paid After Feb. 22, 2019: \$670

Includes Opening Ceremonies, 3-days of Exhibit Hall Access and Classrooms
Wednesday, April 10 - Saturday, April 13

One-Day Conference

\$365

Paid After Feb. 22, 2019: \$410

Includes Opening Ceremonies, 3-days of Exhibit Hall Access and one-day of Classrooms (Wednesday, Thursday OR Friday)

DOES NOT INCLUDE PRE-CONFERENCE WORKSHOPS

Exhibit Package

\$60

Paid After Feb. 22, 2019: \$75

Includes 3-days of Exhibit Hall Access ONLY Thursday, April 11 - Saturday, April 13

One-Day Exhibits

\$45

Paid After Feb. 22, 2019: \$50

Includes one-day of Exhibit Hall Access

(Thursday, Friday OR Saturday)

Group Plans

Pricing applies to FDIC Experience Package and Full Conference. Access to register for Hands-On Training (H.O.T.) Evolutions.

*Plus costs of H.O.T. Evolutions, see pricing information for H.O.T. Evolutions.

Group Plans	Early Bird PP Cost	Early Bird Total	After Early Bird PP Cost	After Early Bird Total
Group 10	\$365	\$5,850	\$640	\$5,400
Group 20	\$560	\$11,200	\$610	\$12,200
Group 30	\$575	\$16,650	\$585	\$17,550
Group 40+	\$510	\$20,400	\$570	\$22,800

If you are interested in purchasing a group plan, contact Jessica O'Hagan at jessica.ohagan@fdiclanonevents.com or 973-254-3077 to provide basic information and pay via credit card over the phone or send in your payment. Once payment for your group is received, you'll be given one code for that you will distribute to the correct number of people within the allotment. The code will show \$0 pricing as long as the allotment hasn't been met.

H.O.T. Evolutions & Pre-Conference Workshop Pricing

	Total
4-hour H.O.T. Evolutions	\$170
8-hour H.O.T. Evolutions	\$275
4-hour Pre-Conference Workshops	\$145

Item Attachment Documents:

- C9. Authorize and Approve Out of State Travels for Mayor Rich Tran and Vice Mayor Karina Dominguez to Attend the U.S. Conference of Mayors' 87th Annual Meeting in Honolulu, Hawaii Scheduled on June 28 – July 1, 2019; and for Councilmember Carmen Montano to Attend the National Association of Latino Elected and Appointed Officials' 36th Annual Conference in Miami, Florida Scheduled on June 20 – 22, 2019**

Julie Edmonds-Mares, 408-586-3050

Recommendation:

Authorize and approve out-of-state travels for Mayor Tran and Vice Mayor Dominguez to attend the U.S. Conference of Mayors' 87th Annual Meeting in Hawaii, and Councilmember Montano to attend the NALEO's 36th Annual Conference in Florida, for a combined total expense amount not to exceed budgeted Conferences/Meeting allocation of \$15,000.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Out of State Travels for Mayor Rich Tran and Vice Mayor Karina Dominguez to Attend the U.S. Conference of Mayors' 87th Annual Meeting in Honolulu, Hawaii Scheduled on June 28 – July 1, 2019; and for Councilmember Carmen Montano to Attend the National Association of Latino Elected and Appointed Officials' 36th Annual Conference in Miami, Florida Scheduled on June 20 – 22, 2019
Category:	Consent Calendar-Public Safety
Meeting Date:	3/19/2019
Staff Contact:	Julie Edmonds-Mares, 408-586-3050
Recommendation:	Authorize and approve out-of-state travels for Mayor Tran and Vice Mayor Dominguez to attend the U.S. Conference of Mayors' 87 th Annual Meeting in Hawaii, and Councilmember Montano to attend the NALEO's 36 th Annual Conference in Florida, for a combined total expense amount not to exceed budgeted Conferences/Meeting allocation of \$15,000.

Background:

The United States Conference of Mayors hold its Winter Meeting each January in Washington, DC and an Annual Meeting each June in a different United States city. This highly attended annual meeting will take place June 28 – July 1, 2019 in Honolulu, HI. The United States Conference of Mayors is the official non-partisan organization of cities with a population of 30,000 or larger. There are 1,408 such cities in the country today, each city represented by its chief elected official, the mayor. The Mayor and Vice Mayor's attendance at the U.S. Conference of Mayors allow them to engage with other Mayors and elected officials to speak with a united voice on organizational policies and goals. During this conference, standing committees recommend policy decisions they believe should be adopted by the organization. At that time, every member attending the annual meeting is given the opportunity to discuss and then, each Mayor may cast one vote on each policy resolution. The policy positions adopted at the annual meeting collectively represent the views of the nation's mayors and are distributed to the President of the United States and Congress. The preliminary agenda is attached to this report.

The National Association of Latino Democratic Officials (NALEO) 36th Annual Conference will be held June 20-22 in Miami, Florida. NALEO is nonpartisan and inclusive of Latino public officials. This network helps to empower Latinos to become full participants in the American political process. Councilmember Montano's attendance at the annual NALEO conference allows her to engage amongst peers in sessions designed to enhance the governance skills of participants and deepen their understanding of critical policy issues in a cross-jurisdictional context. Additionally, attendees will have the opportunity to have direct access to our nation's top executives and legislative leaders. Past participants have included the President of the United States, members of the President's Cabinet, leaders of the US House of Representatives and the US Senate, as well as, many corporate and business leaders. The preliminary agenda is attached to this agenda report.

Analysis: The City of Milpitas Travel and Expense Policy requires elected officials and employees out-of-state travel be approved by City Council. The out-of-sate travel approval will allow Mayor Tran, Vice Mayor Dominguez and Councilmember Montano to garner additional knowledge from other city's elected officials to share with their colleagues. Continued participation and attendance in national level conferences is a gateway to ensuring that the Milpitas community is fully represented in addition to the local, regional and state level.

Participation at the US Conference of Mayors provides an opportunity to ensure that Milpitas' priorities are heard, while attendees work to strengthen federal-city relationships, ensure that federal policy meets urban needs and to create a forum in which representatives can share ideas, information and best practices on topics that demand attention, such as civic innovation, affordable housing and homelessness.

Similarly, participation at the NALEO annual conference provides an opportunity to ensure that Milpitas's priorities are heard, while attendees engage in discussions on issues such as, immigration, naturalization, education, voting rights, and advocacy to ensure that the Census 2020 provides the most accurate portrayal of the entire population.

Policy Alternatives: Not applicable

Fiscal Impact: The registration fee (per attendee) for U.S. Conference of Mayors is \$950 while the registration fee for NALEO Conference is \$600. Other expenses projected at this time are hotel reservations, and transportations, ground, and air. Sufficient funds are in the Individual Elected Official allocation of \$5,000 for Conferences / Meetings / Memberships to cover both the Mayor, Vice Mayor and Councilmember's travel expenses.

California Environmental Quality Act: Not applicable

Recommendation: Authorize and approve out-of-state travels for Mayor Tran and Vice Mayor Dominguez to attend the U.S. Conference of Mayors' 87th Annual Meeting in Hawaii, and Councilmember Montano to attend the NALEO's 36th Annual Conference in Florida, for a combined total expense amount not to exceed budgeted Conferences/Meeting allocation of \$15,000.

Attachments:

None

**The 87th
Annual Meeting
of
The United States
Conference of
Mayors**

INFRASTRUCTURE
INNOVATION
INCLUSION



**June 28 - July 1, 2019
Honolulu, HI
Hilton Hawaiian Village**



DRAFT AGENDA

Updated March 8, 2019

Welcome

To the 87th Annual Meeting of The United States Conference of Mayors

June 28 - July 1, 2019
Hilton Hawaiian Village
Honolulu, HI

Key Information for Attendees	2
Host City Ground Transportation	4

DAILY SCHEDULE

Thursday, June 27	5
Friday, June 28	5
Saturday, June 29	8
Sunday, June 30	11
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The USCM Presidents	17
The USCM Leadership	19



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Innovation
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Key Information for Attendees

Participation

Unless otherwise noted, all plenary sessions, concurrent sessions, committee meetings, task force meetings, best practice forums, and social events are open to all mayors and other officially-registered attendees.

Registration

The Registration Desk hours are:

- Thursday, June 27: 2:00 p.m. to 8:00 p.m.
- Friday, June 28: 7:00 a.m. to 5:00 p.m.
- Saturday, June 29: 7:00 a.m. to 5:00 p.m.
- Sunday, June 30: 7:00 a.m. to 5:00 p.m.
- Monday, July 1: 7:00 a.m. to 11:00 a.m.

Spouses and Guest Activities

Spouses and youth are welcome to attend all Conference evening social functions. Also, spouse and family activities are being developed by the host committee. Details will be provided on the [Host City Website](#).

Media Coverage

Unless otherwise noted, plenary sessions, concurrent sessions, committee meetings, task force meetings, and best practice forums are all open to press registrants. All social/evening events are CLOSED to press registrants wishing to cover the meeting for their news agency.

All plenary sessions are streamed live on our Facebook page at facebook.com/usmayors.

Working Press Registration

All press must register and pick up credentials to gain access to Annual Meeting events. Press room facilities are provided for accredited news media representatives covering the Annual Meeting. Press credentials may be picked up beginning at 8:00 a.m. on Friday, June 28, 2019 at the USCM registration desk.

Mobile App

Download the official mobile app to view the agenda, proposed resolutions, attending mayors and more. You can find it at usmayors.org/app. Available on the App Store and Google Play.

Resolution and Committee Deadline

The deadline for submission of proposed resolutions by member mayors is Wednesday, May 29 at 5:00 pm EDT. This is the same deadline for standing committee membership changes. Members can submit resolutions and update committee memberships through our USCM Community web site at community.usmayors.org.

Voting

Only member mayors of a standing committee are eligible to vote on resolutions before that standing committee. Mayors who wish to record a no vote in a standing committee or the business session should do so within the mobile app.



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Business Session Voting Credentials

Voting Credentials will be available for the Monday Business Session Vote at the Conference Registration Desk, beginning at 7:00 a.m. on Sunday, June 30.

It will be necessary for all Official Delegates who wish to vote to have these credentials in their possession. There is but one credential for each member city. If the Mayor of a member city is registered, the credential will be issued to him or her. If the Mayor is not registered and has not been in attendance at the Annual Conference, a registered official from their city must have been designated, in advance, in writing, to be the Official Delegate to receive the city's credentials.

If a registered Member Mayor anticipates that they will not be present at the Business Session, they may designate an alternate, who must be a registered official from their city, to pick up the city's voting credential and exercise the city's vote on Sunday morning. Such an alternate, however, cannot have the floor to speak to any issue under discussion.

The appropriate form for designating an alternate may be filled out at the Registration Desk from 7:00 a.m. to 11:00 a.m. on Sunday, June 30 and prior to the Business Session on Monday, July 1.

Charging Stations

Signify, formerly known as Philips Lighting, is pleased to provide charging stations for electronic devices during the 87th Annual Meeting in Honolulu. The charging stations are located in the Signify Lounge.



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Host City Complimentary Transportation: Arrivals & Departures from Daniel K. Inouye International Airport

Arrivals on Thursday, June 27, & Friday, June 28, 2019

Attendees and their guests arriving at the Honolulu International Airport will be met by Host City greeters at the gate as they disembark their plane if flight information has been provided. Look for the Aloha & Welcome USCM sign, identify yourselves as attendees to the conference and you will be escorted to baggage claim, assistance with luggage will be provided and then you will be escorted to the transportation for your transfer to the Hilton Hawaiian Village.

Attendees who do not provide flight information may identify themselves to the USCM greeters positioned throughout the main concourse of all arriving airlines and also in baggage claim. Assistance with luggage will be provided and you will be escorted to the transportation for your transfer to the Hilton Hawaiian Village.

Transportation will depart the airport approximately every 30 minutes.

Departures on Tuesday, July 2, 2019

Complimentary transportation will be provided from the Hilton Hawaiian Village to the airport beginning at 4:30 a.m. to 9:00 p.m. Attendees should plan to meet at the Tapa Tower transportation circle to board motor coaches to the airport. Host City travel staff will be on hand to assist you to the appropriate transportation. The coaches are scheduled to leave every hour at the top of the hour. We suggest that you meet fifteen (15) minutes prior to departure time for a smooth departure.

Host City Evening Event Transportation

Complimentary transportation will be provided to evening events that are off the hotel property on June 29, 30 and July 1, 2019. Attendees and their guests will be directed to the Tapa Tower loading areas to load the motor coaches taking them to the evening venues. Coaches will begin departing at 5:30 p.m. for each of the off-property venues.



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THURSDAY, JUNE 27

Registration

2:00 p.m. - 8:00 p.m.

FRIDAY, JUNE 28

Registration

7:00 a.m. - 5:00 p.m.

[Hawaii Fire Fighters and the International Association of Fire Fighters FIRE OPS 101 Event](#)

7:00 a.m. - 11:30 a.m.

[2018 USCM Boston Event FIRE OPS 101 Video](#)

Mayors and their staff attending the 87th Annual Conference of Mayors are invited to participate and learn what their Firefighters and Paramedics do every day protecting communities across the United States. The scenarios will include Live Fire, Search and Rescue, Vehicle Extrication, Cardiac Arrest Response. This opportunity is being organized by the International Association of Fire Fighters (IAFF), Hawaii Fire Fighters Association and the Honolulu Fire Department.

Mayors and staff may participate in one or more of the following time slots:

- 7:30 a.m. - 8:30 a.m.
- 8:30 a.m. - 9:30 a.m.
- 9:30 a.m. - 10:30 a.m.
- 10:30 a.m. - 11:30 a.m.

This event is for mayors and their staff only, space is limited. Please register in advance using the [IAFF event website](#) which provides details of the event and an easy online registration form.

(Transportation: Honolulu Fire Department vans will be available to shuttle participating mayors and city staff to and from the FIRE OPS site, just one block from the Hilton)

PLENARY SESSION CELEBRATING THE UNITED STATES CONFERENCE OF MAYORS

8:30 a.m. - 9:30 a.m.

Continental breakfast will be available beginning at 7:30 a.m.

The United States Conference of Mayors welcomes all mayors and meeting attendees to this informative session. Connect with fellow mayors and learn how to take full advantage of all that the organization has to offer.

Opening

Remarks BRIAN C. WAHLER
Mayor of Piscataway
Chair, Membership Standing Committee

Remarks STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors



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FRIDAY, JUNE 28

BRYAN K. BARNETT
Mayor of Rochester Hills, MI
Vice President, The United States Conference of Mayors

Discussion TBA

Council on Metro Economies and the New American City

9:30 a.m. - 11:00 a.m.

Mayors Water Council

9:30 a.m. - 11:00 a.m.

Membership Standing Committee

10:00 a.m. - 11:00 a.m.

BEST PRACTICE FORUMS

11:00 a.m. - 12:00 p.m.

Opening Press Conference

11:00 a.m. - 11:45 a.m.

Remarks by Host Mayor and USCM Officers

MAYORS CLIMATE PROTECTION AWARDS LUNCHEON

12:15 p.m. - 2:00 p.m.

Sponsored by Walmart

Speaking program will begin at 12:30 p.m.

Presiding STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

2019 Mayors Climate Protection Awards Presentation

Remarks TBA

BEST PRACTICE FORUMS

2:30 p.m. - 3:30 p.m.



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FRIDAY, JUNE 28

STANDING COMMITTEE MEETINGS

3:45 p.m. - 4:45 p.m.

Children, Health and Human Services Standing Committee

Community Development and Housing Standing Committee

Criminal and Social Justice Standing Committee

Energy Standing Committee

BEST PRACTICE FORUMS

5:00 p.m. - 6:00 p.m.



EVENING EVENT

Ho'olaule'a - A Hawaiian Celebration The Great Lawn at Hilton Hawaiian Village

6:00 p.m. - 9:00 p.m.

Join us on the lawn at the Hilton Hawaiian Village fronting beautiful Waikiki Beach as we share the "Spirit of Aloha" this evening. We gather in the spirit of friendship and good will while sharing our most popular island delicacies, colorful and exciting Hawaiian entertainment and much more as we kick off the opening night of the USCM conference.



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SATURDAY, JUNE 29

Registration

7:00 a.m. - 5:00 p.m.

BEST PRACTICE FORUMS (Continental Breakfast Provided)

8:00 a.m. - 9:00 a.m.

STANDING COMMITTEE MEETINGS (Continental Breakfast Provided)

8:00 a.m. - 9:00 a.m.

International Affairs Standing Committee

Tourism, Arts, Parks, Entertainment, and Sports Standing Committee

OPENING PLENARY SESSION

9:30 a.m. - 11:00 a.m.

Speaking program will begin at 9:30 a.m.

Presiding STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

*Presentation of
the Colors* TBA

*National
Anthem* TBA

Invocation TBA

Welcome KIRK CALDWELL
Mayor of Honolulu, Host

*Video
Presentation* *The Benjamin Presidency*

*President's
Address* STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

Remarks Airbnb

Remarks TBA

BEST PRACTICE FORUMS

11:30 a.m. - 12:30 p.m.



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SATURDAY, JUNE 29

ANNUAL LUNCHEON: A CELEBRATION OF CITY LIVABILITY

1:00 p.m. - 2:30 p.m.

Speaking program will begin at 1:15 p.m.

Presiding STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

The Fortieth Annual City Livability Awards Presentation

Honoring mayors for exemplary leadership and achievement in developing programs that enhance the livability of America's cities.

Remarks TBA

STANDING COMMITTEE MEETINGS

2:45 p.m. - 3:45 p.m.

Environment Standing Committee

Jobs, Education and the Workforce Standing Committee

Metro Economies Standing Committee

Transportation and Communications Standing Committee

WOMEN MAYORS LEADERSHIP ALLIANCE OF THE U.S. CONFERENCE OF MAYORS PLENARY SESSION

4:00 p.m. - 5:15 p.m.

This meeting is open to all 87th Annual Meeting participants.

Speaking program will begin at 4:00 p.m.

Chair PAULINE CUTTER
Mayor of San Leandro

Remarks TBA



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SATURDAY, JUNE 29



EVENING EVENT

A Tribute to our Military on the "Mighty Mo"

6:30 p.m. - 9:30 p.m.

This evening is one not to be missed. The USS Missouri played a key role as the site for the Imperial Japan's formal surrender in Tokyo Bay to General MacArthur on September 2, 1945. Fondly known as the "Mighty Mo", the ship now operates as a historic attraction and memorial. Tonight guests will be hosted to a private party on-board and on the pier of the USS Missouri. Docents will be on hand to give tours, a jazz band will entertain on the stern of the ship, a USO Show will kick things up a notch under a tent on the forward pier. There will be an amazing fireworks show to close out the evening. The ship looks out over historic Pearl Harbor and the Arizona Memorial.

Important Transportation Note: The ship is located on Ford Island which restricts all private vehicles. You may only join this event by taking the hosted motor coaches. **All attendees must depart at 5:30 p.m.**



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SUNDAY, JUNE 30

Registration

7:00 a.m. - 5:00 p.m.

MAYORS AND BUSINESS LEADERS PLENARY BREAKFAST

7:30 a.m. - 9:00 a.m.

Speaking program will begin at 7:50 a.m.

Presiding CAROLYN G. GOODMAN
Mayor of Las Vegas
Chair, Mayors Business Council

Remarks TBA

BEST PRACTICE FORUMS

9:15 a.m. - 10:15 a.m.

PLENARY SESSION

10:30 a.m. - 11:30 a.m.

Speaking program will begin at 10:30 a.m.

Presiding STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

Remarks TBA

BEST PRACTICE FORUMS

11:45 a.m. - 12:45 p.m.

PLENARY LUNCHEON

1:00 p.m. - 2:15 p.m.

Sponsored by AT&T and Uber Technologies, Inc.

Speaking program will begin at 1:15 p.m.

Presiding STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

Remarks AT&T

Uber Technologies, Inc.

Remarks TBD



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SUNDAY, JUNE 30

BEST PRACTICE FORUMS

2:30 p.m. - 3:30 p.m.

Mayors as Futurists

2:30 p.m. - 3:30 p.m.

In this interactive workshop, mayors will explore concepts of futurism and how these ideas can help with decision making today.

U.S. Conference of Mayors Executive Committee (Closed)

3:00 p.m. - 4:00 p.m.

BEST PRACTICE FORUMS

3:30 p.m. - 4:30 p.m.

USCM Nominating Committee (Closed)

4:15 p.m. - 5:30 p.m.

Community Leaders of America (CLA) Republican Mayor Caucus Reception (Closed)

4:30 p.m. - 5:30 p.m.

National Conference of Democratic Mayors (Closed)

4:30 p.m. - 5:30 p.m.



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SUNDAY, JUNE 30



EVENING EVENTS

A Royal Affair at Iolani Palace

6:00 p.m. - 9:00 p.m.

We invite you to step back into the heart of Hawaii's history to experience exclusive access to the Iolani Palace, the seat of Hawaii's royal family. This historic building is the only royal palace on US soil, as Hawaii is the only state once ruled by a monarchy. Experience a special tour of the palace and enjoy the surround grounds as it comes to life on a summer night with festivities, food and beverages fit for a king and queen.

Transportation: Motor coaches will depart at 5:30 p.m. and will be on-hand to return all guests to the Hilton Hawaiian Village throughout the evening and at the conclusion of the event.



Celebration Honoring Outgoing USCM President Steve Benjamin of Columbia, SC and Incoming USCM President Bryan K. Barnett of Rochester Hills, MI

9:30 p.m. - Midnight

Hilton Hawaiian Village



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MONDAY, JULY 1

Registration

7:00 a.m. - 11:00 a.m.

PLENARY SESSION

8:30 a.m. - 10:15 a.m.

Breakfast available beginning at 8:00 a.m.

Speaking program will begin at 8:30 a.m.

Presiding STEVE BENJAMIN
Mayor of Columbia, SC
President, The United States Conference of Mayors

Remarks TBA

BUSINESS SESSION

10:15 a.m. - 11:15 a.m.

*Debate and Adoption by Membership of Resolutions
Reported out by the Standing Committees*

Vote on Nominating Committee Recommendations

Installation of Officers

BEST PRACTICE FORUMS

11:30 a.m. - 12:30 p.m.

INAUGURAL LUNCHEON HONORING THE 77th PRESIDENT OF THE UNITED STATES CONFERENCE OF MAYORS

12:45 p.m. - 1:30 p.m.

Speaking program will begin at 1:00 p.m.

Moderating TOM COCHRAN
CEO and Executive Director
The United States Conference of Mayors

Address BRYAN K. BARNETT
Mayor of Rochester Hills, MI
77th President of The United States Conference of Mayors



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MONDAY, JULY 1



EVENING EVENT

Under the Hula Moon

6:00 p.m. - 9:30 p.m.

As a culmination to our summer conference, we will gather under the stars on the rooftop of the beautiful Hawaii Convention Center at the edge of Waikiki. There will be a sampling of a truly amazing arrange of food, beverages and special entertainment that will convey an important story about our island home. Once grazing and networking begin to wind down for the evening, we invite everyone into the main ballroom for a concert featuring one of Hawaii's most revered entertainers, Willie K. There may also be some very special performances that you will not want to miss so do plan to attend this amazing conclusion to an amazing conference.

Transportation: Motor coaches will depart at 5:30 p.m. and will be on-hand to return all guests to the Hilton Hawaiian Village throughout the evening and at the conclusion of the event.



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WORKFORCE DEVELOPMENT COUNCIL (WDC)

The Workforce Development Council is an affiliate organization of The U.S. Conference of Mayors.

MARK MATTKE

CEO

Spokane Workforce Council

WDC President

FRIDAY, JUNE 28

Workforce Development Council Board Meeting/Annual Meeting

8:30 a.m. - 3:30 p.m.

SATURDAY, JUNE 29

Workforce Development Council Annual Meeting

8:30 a.m. - 3:45 p.m.

NOTICE: From 2:45 p.m. - 3:45 p.m. WDC members will attend the USCM Jobs, Education and the Workforce Standing Committee Meeting.



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STEPHEN K. BENJAMIN, Columbia, SC 2018-Current (76th)
MITCHELL J. LANDRIEU, New Orleans 2017-2018 (75th)
MICK CORNETT, Oklahoma City 2016-2017 (74th)
STEPHANIE RAWLINGS-BLAKE, Baltimore 2015-2016 (73rd)
KEVIN JOHNSON, Sacramento 2014-2015 (72nd)
SCOTT SMITH, Mesa 2013-2014 (71st)
MICHAEL A. NUTTER, Philadelphia 2012-2013 (70th)
ANTONIO R. VILLARAIGOSA, Los Angeles 2011-2012 (69th)
ELIZABETH B. KAUTZ, Burnsville 2009-2011 (68th)
GREG NICKELS, Seattle 2009 (67th)
MANUEL A. DIAZ, Miami 2008-2009 (66th)
DOUGLAS H. PALMER, Trenton 2006-2008 (65th)
MICHAEL A. GUIDO, Dearborn 2006 (64th)
BEVERLY O'NEILL, Long Beach 2005-2006 (63rd)
DONALD L. PLUSQUELLIC, Akron 2004-2005 (62nd)
JAMES A. GARNER, Hempstead 2003-2004 (61st)
THOMAS M. MENINO, Boston 2002-2003 (60th)
MARC H. MORIAL, New Orleans 2001-2002 (59th)
H. BRENT COLES, Boise 2000-2001 (58th)
WELLINGTON E. WEBB, Denver 1999-2000 (57th)
DEEDEE CORRADINI, Salt Lake City 1998-1999 (56th)
PAUL HELMKE, Fort Wayne 1997-1998 (55th)
RICHARD M. DALEY, Chicago 1996-1997 (54th)
NORMAN B. RICE, Seattle 1995-1996 (53rd)
VICTOR ASHE, Knoxville 1994-1995 (52nd)
JERRY E. ABRAMSON, Louisville 1993-1994 (51st)
WILLIAM J. ALTHAUS, York 1992-1993 (50th)
RAYMOND L. FLYNN, Boston 1991-1992 (49th)
ROBERT M. ISAAC, Colorado Springs 1990-1991 (48th)
KATHRYN J. WHITMIRE, Houston 1989-1990 (47th)
ARTHUR J. HOLLAND, Trenton 1988-1989 (46th)
RICHARD L. BERKLEY, Kansas City 1987-1988 (45th)
JOSEPH P. RILEY, JR., Charleston 1986-1987 (44th)
ERNEST N. MORIAL, New Orleans 1985-1986 (43rd)
HERNAN PADILLA, San Juan 1984-1985 (42nd)
RICHARD H. FULTON, Nashville 1983-1984 (41st)
COLEMAN A. YOUNG, Detroit 1982-1983 (40th)
HELEN G. BOOSALIS, Lincoln 1981-1982 (39th)
RICHARD G. HATCHER, Gary 1980-1981 (38th)
RICHARD E. CARVER, Peoria 1979-1980 (37th)
WILLIAM H. McNICHOLS, JR., Denver 1978-1979 (36th)
LEE ALEXANDER, Syracuse 1977-1978 (35th)
KENNETH A. GIBSON, Newark 1976-1977 (34th)
MOON LANDRIEU, New Orleans 1975-1976 (33rd)
JOSEPH L. ALIOTO, San Francisco 1974-1975 (32nd)
ROY B. MARTIN, JR., Norfolk 1973-1974 (31st)
LOUIE WELCH, Houston 1972-1973 (30th)
HENRY W. MAIER, Milwaukee 1971-1972 (29th)
JAMES H.J. TATE, Philadelphia 1970-1971 (28th)



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JACK D. MALTESTER, San Leandro 1969-1970 (27th)
 TERRY D. SCHRUNK, Portland, OR 1968-1969 (26th)
 JOSEPH M. BARR, Pittsburgh 1967-1968 (25th)
 JEROME P. CAVANAUGH, Detroit 1966-1967 (24th)
 NEAL S. BLAISDELL, Honolulu 1965-1966 (23rd)
 RAYMOND R. TUCKER, St. Louis 1963-1965 (22nd)
 ARTHUR L. SELLAND, Fresno 1963 (21st)
 RICHARD C. LEE, New Haven 1962-1963 (20th)
 ANTHONY J. CELEBREEZE, Cleveland 1962 (19th)
 HAYDON BURNS, Jacksonville 1961-1962 (18th)
 RICHARDSON DILWORTH, Philadelphia 1960-1961 (17th)
 RICHARD J. DALEY, Chicago 1959-1960 (16th)
 NORRIS POULSON, Los Angeles 1958-1959 (15th)
 ROBERT F. WAGNER, New York 1957-1958 (14th)
 JOHN B. HYNES, Boston 1955-1957 (13th)
 ELMER E. ROBINSON, San Francisco 1953-1955 (12th)
 THOMAS A. BURKE, Cleveland 1953 (11th)
 MARTIN H. KENNELLY, Chicago 1952-1953 (10th)
 DAVID L. LAWRENCE, Pittsburgh 1950-1952 (9th)
 W. COOPER GREEN, Birmingham 1949-1950 (8th)
 GEORGE W. WELSH, Grand Rapids 1947-1949 (7th)
 EDWARD J. KELLY, Chicago 1945-1947 (6th)
 FIORELLO H. LAGUARDIA, New York 1935-1945 (5th)
 DANIEL W. HOAN, Milwaukee 1934-1935 (4th)
 T. SEMMES WALMSLEY, New Orleans 1933-1934 (3rd)
 JAMES M. CURLEY, Boston 1933 (2nd)
 FRANK MURPHY, Detroit 1933 (1st)



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Conference Agenda

Conference agenda subject to change

June 19, 2019

> Pre-Conference Registration

2:00 PM-5:00 PM

June 20, 2019

Breakfast Plenary & Conference Opening Gavel Ceremony:
Higher Education and Workforce Development

8:30 AM-10:00 AM

Breakout Session 1: Ed Track- School Finance

10:30 AM-12:00 PM

Breakout Session 2: Health Track-Vaccines and Immunizations

10:30 AM-12:00

Breakout Session 3: Affordable Housing

10:30 AM-12:00 PM

Breakout Session 4: TBD

10:30 AM-12:00 PM

National Leadership Luncheon & Plenary: The State of the U.S.
Economy

12:30 PM-2:00 PM

Breakout Session 9: Education Track-Mental Health & Toxic
Stress

2:30 PM-4:00 PM

Breakout Session 10: Criminal Justice Reform

2:30 PM-4:00 PM

NALEO Conference Opening Reception

5:00 PM-6:30 PM

June 21, 2019

Continental Breakfast

8:00 AM-9:30 AM

Breakout Session 5: Education Track-School Safety & School Supports

9:00 AM-10:30 AM

Breakout Session 6: Health Track-America's Healthcare Safety Net

9:00 AM-10:30 AM

Breakout Session 7: The Aftermath and Cost of Recovery

9:00 AM-10:30 AM

Breakout Session 8: Trade and Commerce

9:00 AM-10:30 AM

Plenary: Latinos and 2020: High Stakes Census and Elections

11:00 AM-12:30 PM

National Leadership Luncheon

12:30 PM-1:30 PM

NALEO Service Project

2:30 PM-4:00 PM

➤ Presidential Candidate Forum (Off-site)

3:00 PM-5:00 PM

> Evening Event (Off-site)

5:00 PM-7:00 PM

June 22, 2019

Breakfast Plenary: Gender , Power, and Leadership

9:00 AM-10:30 AM

Best Practices Policy Expo

10:45 AM-12:15 PM

Cuisines of the Caribbean Culinary Assembly

12:30 PM-2:00 PM

NALEO Service Project

2:00 PM-3:30 PM

NALEO Member Technical Assistance Sessions

2:00 PM-3:30 PM

> Evening Event (Off-site)

6:00 PM-9:00 PM

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Item Attachment Documents:

- C10. Approve Amendment No. 2 to the Agreement with BMI Imaging Systems, Inc. to Provide Additional Funding for the Remainder of the Agreement

Mike Luu, 408-586-2706

Recommendation:

Approve Amendment No. 2 to the Agreement with BMI Imaging Systems to increase the total value of the assumed Piggyback Agreement of \$84,070.35 by \$150,000 for a new total amount not to exceed \$234,070.35.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Amendment No. 2 to the Agreement with BMI Imaging Systems, Inc. to Provide Additional Funding for the Remainder of the Agreement
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/19/2019
Staff Contact:	Mike Luu, 408-586-2706
Recommendation:	Approve Amendment No. 2 to the Agreement with BMI Imaging Systems to increase the total value of the assumed Piggyback Agreement of \$84,070.35 by \$150,000 for a new total amount not to exceed \$234,070.35.

Background:

On October 19, 2016, Milpitas entered into a “Piggyback” agreement with Peelle (hereinafter the “Piggyback Agreement”) using the City of Saratoga agreement with Peelle. The Piggyback Agreement is for document imaging services in the amount not to exceed \$59,992.50, which assumed the terms, conditions, and pricing of the aforementioned Contract between Saratoga and Peelle.

The Contract between Saratoga and Peelle and Amendments No. 1, No. 2 and No. 3 thereto are attached hereto as **Exhibit A**.

Peelle sold its document imaging accounts to BMI and ceased its business operations on June 30, 2017 and is no longer in existence as a business entity per the letter to Dan Pfefferle dated May 8, 2017, which is attached hereto as **Exhibit B**.

On June 28, 2017, BMI Imaging entered into an Assumption of Contract Agreement with the City of Milpitas thereby assuming the original Contract and the Piggyback Agreement with Milpitas. The Assumption of Contract Agreement is attached hereto as **Exhibit C**.

On July 20, 2018, the parties entered into Amendment No. 1 to increase the value of the assumed Piggyback Agreement by \$24,077.85 to pay for additional document imaging necessary to complete imaging project for the Building and Housing Department. Amendment No. 1 is attached hereto as **Exhibit D**.

The total value of the assumed Piggyback Agreement was increased from \$59,992.50 by \$24,077.85 to a not-to-exceed total of \$84,070.35.

The parties desire to amend the Agreement to provide additional funding for the remainder of the project in accordance with the proposed **Exhibit E**, which will increase the total value of the assumed Piggyback Agreement from \$84,040.35 by \$150,000, for a new total amount not to exceed \$234,070.35

Analysis:

The City uses ApplicationXtender from OpenText to store electronic records of development drawings and building plans for archival storage. By approving this request, staff can continue to work with BMI to scan paper drawings and plans into electronic records to be imported into ApplicationXtender. This centralized system of records will allow for easy searching by staff and the public.

In January 2019, the City went live with an Electronic Plans Submittal and Review (ProjectDox). ProjectDox will allow developers, contractors, and residents to submit development plans and drawings to the City electronically. It allows staff to take in digital drawings then review and approve them digitally. Overtime, the need to scan paper plans and records to electronic records will be reduced or eliminated.

Policy Alternatives:

Alternative 1:

The alternative solution is to inventory the paper plans and store them onsite at City Hall or send them to an offsite storage location. By not scanning and storing them into the ApplicationXtender software, records are now being stored in two locations and are not easily accessible by staff or the public.

Fiscal Impact:

The funding for this project will be coming from the Information Services and Building & Housing budget for fiscal year 2018-19 and fiscal year 2019-20 (Budget not yet approved). The funding for this contract is appropriated by fiscal year. For fiscal year 2018-2019, funding is available for the requested amount. For fiscal year 2019-2020, funding is being requested but pending approval by Council. As part of the agreement, either party may terminate the Agreement with or without cause by providing 10 days notice in writing to the other party.

Fiscal Year 2018-19 : \$70,000

Fiscal Year 2019-20 : \$80,000 (Budget is being requested in the Information Services and Building & Housing Department operating budget for fiscal year 2019 - 2020).

California Environmental Quality Act:

By the definition provided in the CEQA Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA.

Recommendation: Approve Amendment No. 2 to the Agreement with BMI Imaging Systems, to increase the total value of the assumed Piggyback Agreement from \$84,070.35 by \$150,000 for a new total amount not to exceed \$234,070.35.

Attachments:

Exhibit A: Saratoga and Peelle Contract and Amendments No. 1, No. 2, and No. 3

Exhibit B: Letter to Dan Pfefferle

Exhibit C: Assumption of Contract Agreement with BMI Imaging Systems, Inc.

Exhibit D: Amendment No. 1 with BMI Imaging Systems, Inc.

Exhibit E: Proposed Amendment No. 2 with BMI Imaging Systems, Inc.

EXHIBIT A



PIGGYBACK AGREEMENT

This AGREEMENT is entered into this 19th day of October, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Peelle Technologies, a California corporation (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR and the City of Saratoga originally entered into an agreement for document imaging, on July 1, 2010 (attached); and

WHEREAS, the parties aforementioned desire to open the use of their agreement to other municipalities; and

WHEREAS the practice of "Piggyback" procurement is specifically authorized by the City Municipal Code Sec. 1-2-3.07 "Piggyback Procurement";

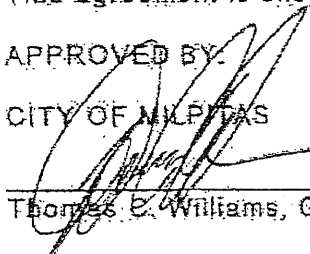
NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the CITY agrees to enter into a separate agreement with CONTRACTOR and hereby incorporates by reference the solicitation, terms, conditions, and pricing of the original aforementioned agreement.

1. The total amount of the contract shall not exceed \$59,992.50.

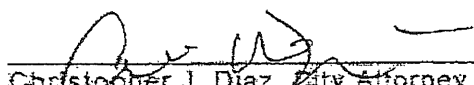
This agreement is executed as of the date written above.

APPROVED BY:

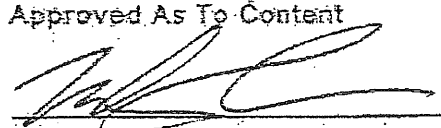
CITY OF MILPITAS


Thomas E. Williams, City Manager

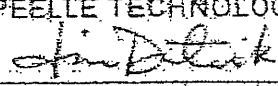
Approved As To Form


Christopher J. Diaz, City Attorney

Approved As To Content


Mike Luu, City Project Manager

PEELLE TECHNOLOGIES


Signature of Authorized Representative

Jim Detrick
Printed Name of Authorized Representative

President
Title of Authorized representative

Business Tax Compliance No. _____

Amendment No. 1
CITY OF SARATOGA
AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT

THIS Amendment Agreement is made at Saratoga, California by and between the CITY OF SARATOGA, a municipal corporation ("City"), and Peelle Technologies, Inc., ("Contractor"), who agree as follows:

WHEREAS, City and Contractor entered into an independent contractor agreement dated July 01, 2010 ("Original Agreement"); and

WHEREAS, City and Contractor wish to amend the Original Agreement in order to extend the term by entering into this Amendment to the Original Agreement.

---The remainder of this page is intentionally left blank---

NOW THEREFORE, the parties hereto agree as follows:

1. **Amended Term.** The term of the Agreement commenced on July 1, 2010 and will extend through **June 30, 2014** or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain the right to terminate this Agreement as provided in Exhibit D to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

City of Saratoga:

Contractor:

By:

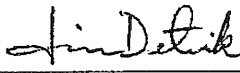
By:



Dave Anderson,
City Manager

June 19, 2012

Date

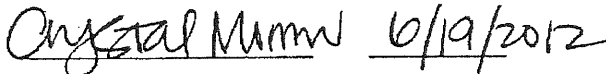


Jim Detrick,
President

5/11/12

Date

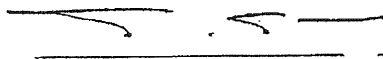
Attest:



Crystal Morrow,
City Clerk

Date

Approved as to Form:



Richard S. Taylor,
City Attorney

Date

6/6/12

Attachments:

Attachment 1 – Original Agreement

**CITY OF SARATOGA
STANDARD
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made at Saratoga, California by and between the CITY OF SARATOGA, a municipal corporation ("City"), and **Peelle Technologies** ["Contractor"], who agree as follows:

RECITALS

WHEREAS, City requires the services of a qualified contractor to provide the work product described in Exhibit A of this Agreement; and

WHEREAS, City lacks the qualified personnel to provide the specified work product; and

WHEREAS, Contractor is duly qualified to provide the required work product; and

WHEREAS, Contractor is agreeable to providing such work product on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. **RESULTS TO BE ACHIEVED** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the work product described in Exhibit A ("Scope of Work"). Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Saratoga.

2. **TERM** The term of this Agreement commences on July 1st, 2010 and extends through June 30th, 2012 or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain the right to terminate this Agreement as provided in Exhibit D at all times.

3. **PAYMENT** City shall pay Contractor for work product produced pursuant to this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's completion of the Scope of Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

4. **FACILITIES AND EQUIPMENT** Except as set forth in Exhibit C ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

5. **GENERAL PROVISIONS** City and Contractor agree to and shall abide by the general provisions set forth in Exhibit D ("General Provisions"). In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the General Provisions.

6. **EXHIBITS** All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.

7. **CONTRACT ADMINISTRATION** This Agreement shall be administered on behalf of City by **Dave Anderson, City Manager** ("Administrator"). The Administrator has complete authority to receive information, interpret and define City's policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications shall be directed to or through the Administrator or his or her designee.

8. **NOTICES** All notices or communication concerning a party's compliance with the terms of this Agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via telefacsimile. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

Notices to Contractor shall be sent to:

Laserfiche Scanning Services
Peelle Technologies

Jim Detrick
President
Peelle Technologies
197 East Hamilton Avenue
Campbell, CA 95008
Tel: 1-800-233-5006

Notices to City shall be sent to:
Dave Anderson, City Manager
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070

With a copy (which copy shall not constitute notice) to:
City Clerk
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070

9. **ENTIRE AGREEMENT** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Scope of Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall

be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF SARATOGA,
a municipal corporation

CONTRACTOR:
Peelle Technologies

By: 
Dave Anderson,
City Manager

By: 
Jim Detrick,
President

Date: 6/30/10

Date: 6/16/2010

APPROVED AS TO FORM:

By: 
Richard Taylor
City Attorney

Date: 6/24/10

Attachments

Exhibit A --	Scope of Work
Exhibit B --	Contract Payment and Reporting Schedule
Exhibit B-1 --	Rate Schedule
Exhibit C --	Facilities and Equipment
Exhibit D --	General Provisions
Exhibit E --	Insurance Requirements

EXHIBIT A
SCOPE OF WORK

Upon the request of the Administrator or his or her designee, the City will require the contractor to perform services which include, but are not necessarily limited to:

Retrieve and transport records identified by the City to the Contractor's facility and convert the records to a laser fiche format at a minimum of 300dpi for documents and 400 dpi for maps and plans.

This will include:

- Document Preparation
- Special handling of older or degraded documents
- Document Scanning at optimal dpi, and settings for letter and legal size, large and extra large formats, microfiche in 16 and ~~32~~ 35mm formats, color and grayscale formats, etc
- Document Indexing: The City will provide explicit index criteria for the images
- OCR-ing of all documents and 'tagging' searchable information onto non-OCR-able scans as directed
- Creation of CD masters and duplicates and delivery of these to the City
- Emergency/urgent retrieval of documents on request by the City
- Return all documents to the City in their original state

EXHIBIT B
PAYMENT

1. **TOTAL COMPENSATION** City shall pay Contractor at the rates set forth on the attached rate schedule, Exhibit B-1. The total compensation (including equipment, supply, and expense costs) pursuant to Exhibit A - Scope of Work of this Agreement shall not exceed **One Hundred and Thirty Five Thousand Eight Hundred and Seventy Six (\$135,876)**

2. **INVOICES** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed prior to the invoice date. Hourly Rates schedule is shown on Exhibit B-1. Invoices shall be sent to the City no later than the 15th of the month following the month term being invoiced for. Invoices shall contain the following information:

- i. Serial identifications of bills for each City Department, i.e. Invoice No. 1 on each individual invoice sheet.
- ii. Reference the pertinent City Department and invoice number on each individual invoice sheet.
- iii. The beginning and ending dates of the billing period on each individual invoice sheet.
- iv. A summary cover sheet containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.

3. **MONTHLY PAYMENTS** City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Scope of Work.

4. **REIMBURSABLE EXPENSES** There shall be no right to reimbursement of expenses incurred by Contractor except as specified in Exhibit A to this Agreement.

**EXHIBIT B-1
RATE SCHEDULE**

Fee Schedule

Service Description	Unit Cost
Document Preparation:	\$20.00/hour
Document Scanning	
Letter and legal-size documents (300 DPI) In black & white or color:	\$0.09/image
Large-format documents - maps/plans (400 DPI) In black & white:	\$1.25/image
In color:	\$2.75/image
Microfiche Scanning (300 DPI)	
16mm frame format (5-channel jackets):	\$2.00/fiche
35mm frame format (2-channel jackets):	\$1.25/fiche
16+35mm frame format ("combo" jackets):	\$1.75/fiche
Document Indexing:	Included
Optical Character Recognition (OCR):	Included
Emergency / Urgent Retrieval (scan & e-mail on demand):	See above
Special Handling (if necessary):	\$20.00/hour
CD Recording/Labeling (masters and duplicates):	\$10.00/CD
Transportation (pickup & delivery via Peelle truck):	\$35.00/trip
Document Storage & Destruction	
Storage Fee (3-month maximum period):	Included
Destruction Fee:	\$8.00/box
Credit for documents not properly scanned (rescanned at N/C):	Agreed

Applicable sales tax will be added to all invoices.

EXHIBIT C
FACILITIES AND EQUIPMENT

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing said physical facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility which may involve incurring any direct expense, including, but not limiting the generality of this exclusion, long-distance telephone or other communication charges, vehicles, and reproduction facilities. Contractor shall not use such services, premises, facilities, supplies or equipment for any purpose other than in the performance of Contractor's obligations under this Agreement.

EXHIBIT D
GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall complete the Scope of Work hereunder in accordance with currently approved methods and practices in Contractor's field. City shall have the right to control Contractor only with respect to specifying the results to be obtained from Contractor pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Likewise, no relationship of employer and employee is created by this Agreement between the City and Contractor or any subcontractor or employee of Contractor. Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in Contractor profession separate and apart from this Agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth in this Agreement. Interference or conflict will be determined at the sole discretion of the City.

2. **STANDARD OF PERFORMANCE** Contractor shall complete the Scope of Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All work product of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

3. **TIME** Contractor shall devote such time to the Scope of Work pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

4. **CONTRACTOR NO AGENT** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5. **BENEFITS AND TAXES** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold City harmless from any and all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.

6. **ASSIGNMENT PROHIBITED** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. However, with the consent of the City given in writing, Contractor is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by City.

7. **PERSONNEL**

- a. **Qualifications.** Contractor shall assign only competent personnel to complete the Scope of Work pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons.
- b. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.
- c. **Prevailing Wages.** This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.). In accordance with California Labor Code Section 1771, all contractors and subcontractors on this

public work project shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR"). Pursuant to Section 1773 of the California Labor Code, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City of Saratoga, a copy of which is on file at 13777 Fruitvale Avenue, Saratoga, California at the office of the Public Works Director, and shall be made available for viewing to any interested party upon request.

8. **CONFLICT OF INTEREST**

- a. **In General.** Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.
- b. **Subsequent Conflict of Interest.** Contractor agrees that if an actual or potential conflict of interest on the part of Contractor is discovered after award, the Contractor will make a full disclosure in writing to the City. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the City.
- c. **Interests of City Officers and Staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations or authorizes funding to Contractor.

9. **COMPLIANCE WITH LAWS**

- a. **In General.** Contractor shall take reasonable care to observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and

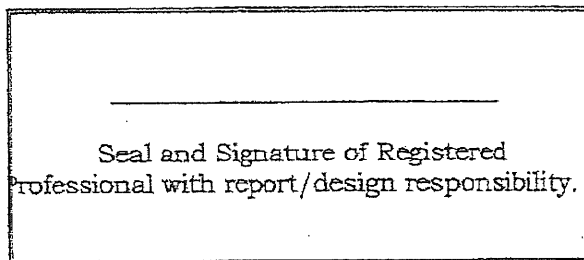
all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.

- b. **Licenses and Permits.** Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. In addition to the foregoing, Contractor shall obtain and maintain during the term hereof a valid City of Saratoga Business License.
- c. **Funding Agency Requirements.** To the extent that this Agreement may be funded by fiscal assistance from another entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- d. **Drug-free Workplace.** Contractor and Contractor's employees and subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor, within five days thereafter, shall notify the City.
- e. **Discrimination Prohibited.** Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this

Agreement.

10. **DOCUMENTS AND RECORDS**

- a. **Property of City.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this Agreement.
- b. **Retention of Records.** Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and make available to the City or any party designated by the City, upon written request by City, this Agreement, and such books, documents and records of Contractor (and any books, documents, and records of any subcontractor(s)) that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.
- c. **Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- d. **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per the sample below.



11. **CONFIDENTIAL INFORMATION** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.

12. **RESPONSIBILITY OF CONTRACTOR** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes to the extent predicated on active or passive negligence of the Contractor or of any subcontractor.

13. **INDEMNIFICATION** Contractor and City agree that City, its employees, agents and officials shall, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost to the extent arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth below.

a. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this Agreement. All obligations under this

provision are to be paid by Contractor as they are incurred by the City.

- b. **Limitation on Indemnity.** Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to defend, indemnify and hold harmless City as set forth above for liability attributable to the active negligence, sole negligence, or willful misconduct of City, provided such active negligence, sole negligence, or willful misconduct is determined by agreement between the parties or the findings of a court of competent jurisdiction.
- c. **Scope of Contractor Obligation.** The obligations of Contractor under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.
- d. **Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.
- e. **In General.** Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this Agreement is not a construction contract. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. City approval of the insurance contracts required by this Agreement does not relieve the Contractor or subcontractors from liability under this paragraph.

14. **INSURANCE REQUIREMENTS** Contractor shall procure and maintain for the duration of the contract insurance as set forth in Exhibit E. The cost of such insurance shall be included in the

Contractor's bid.

15. **DEFAULT AND REMEDIES**

a. **Events of default.** Each of the following shall constitute an event of default hereunder:

1. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or
2. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the City determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the City determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.

b. **Remedies upon default.** Upon any Contractor default, City shall have the right to immediately suspend or terminate the Agreement, seek specific performance or contract with another party to perform this Agreement.

c. **No Waiver.** Failure by City to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

16. **TERMINATION** Either party may terminate this Agreement with or without cause by providing 10 days notice in writing to the other party. The City may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or affect whatsoever and each of the parties hereto shall be relieved and discharged herefrom, subject to payment for acceptable services rendered prior to the expiration of the notice of termination. Notwithstanding the foregoing, the provisions of this Agreement concerning retention of records, City's rights to material

produced, confidential information, consultant's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.

17. **DISPUTE RESOLUTION** The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.

18. **LITIGATION** In the event that either party brings an action under this agreement for breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgement.

19. **JURISDICTION AND SEVERABILITY** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Santa Clara County, California. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

20. **NOTICE OF NON-RENEWAL** Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that work product provided by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by City to continue to request or retain all or any portion of the work product from Contractor following the expiration or termination of this Agreement.

21. **PARTIES IN INTEREST** This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

22. **WAIVER** Neither the acceptance of work or payment for work pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by the City to enforce any of Contractor's obligations or to exercise City's rights shall in no event be deemed a waiver of the right to do so thereafter.

EXHIBIT E
INSURANCE

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement (ignore any not checked).

Contractor 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 to: Administrative Services Officer, City of Saratoga, 13777 Fruitvale Avenue, Saratoga, CA 95070.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit 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 insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

 X Commercial General/Business Liability Insurance with coverage as indicated:

- X \$2,000,000 per occurrence/\$2,000,000 aggregate limits for bodily injury and property damage
- \$ _____ per occurrence bodily injury/\$ _____ per occurrence property damage
- Coverage for X, C, U hazards MUST be evidenced on the Certificate of Insurance
- If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.

 X Auto Liability Insurance with coverage as indicated:

- X \$2,000,000 combined single limit for bodily injury and property damage

— \$ _____ per person/\$ _____ per accident for bodily injury
— \$ _____ per occurrence for property damage
— \$ 500,000 combined single limit for bodily injury and property damage
— Garage keepers extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the consultant, regardless of where the vehicles are kept or driven.

X Professional/Errors and Omissions Liability with coverage as indicated:

X \$1,000,000 per loss/ \$2,000,000 aggregate
— \$5,000,000 per loss/ \$5,000,000 aggregate

Contractor must maintain Professional/Errors & Omissions Liability coverage for a period of three years after the expiration of this Agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three-year period.

X Workers' Compensation Insurance
X Including minimum \$1,000,000 Employer's Liability

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

The Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

X Additional Insured Endorsement(s) for Commercial General/Business Liability coverage naming the City of Saratoga, its officers, employees and agents as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is NOT acceptable without a separate endorsement such as Form CG 20 10)

X The Certificate of Insurance MUST provide 30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: the following words must be crossed out or deleted from the standard cancellation clause: "... endeavor to ..." AND "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

 All subcontractors used must comply with the above requirements except as noted below:

As to all of the checked insurance requirements above, the following shall apply:

- a. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. 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 officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- b. **City as Additional Insured.** The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- c. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
2. The Contractor'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.
3. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A: VII

Exhibit B



May 8, 2017

Dayn Pefferle
Peelle Technologies, Inc.
197 E. Hamilton Avenue
Campbell, CA 95008

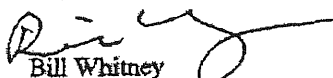
Dayn:

As a follow up to this afternoon's call, below are the discussed terms/conditions associated with our Peelle-to-BMI account transition agreement:

- 1) [REDACTED]
- 2) [REDACTED]
- 3) Kim Gorman will work with Jim Detrick to ensure Peelle provides BMI with all information (deliverable requirements, current procedures, unit pricing etc.) required to transition existing accounts to BMI on a timely basis. Kim and Jim are representatives of their companies and may make determinations for their companies as they relate to the relationship between BMI, Peelle and any clients.
- 4) Kim will create the Laserfiche Archive Volume output currently required by certain Peelle clients using document image/index data provided by BMI.
- 5) [REDACTED]
- 6) [REDACTED]
- 7) [REDACTED]
- 8) BMI will assume no liability for any work previously done under client contract by Peelle.
- 9) Peelle will provide BMI with its Laserfiche server, including all related Laserfiche software at or about the end of June when Peelle officially closes. In the meantime, Peelle will create the Laserfiche Archive Volume output described in item 4 above.

You can reach me at the number below with any questions/concerns you may have regarding this information.

Regards,


Bill Whitney
408.736.7444 x204

 5-11-17
Agreed to by Dayn Pefferle Date

**CITY OF SARATOGA
AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**

THIS Amendment Agreement is made at Saratoga, California by and between the CITY OF SARATOGA, a municipal corporation ("City"), and Peele Technologies, Inc., ("Contractor"), who agree as follows:

WHEREAS, City and Contractor entered into an independent contractor agreement dated July 01, 2010 ("Original Agreement"); and amended the agreement by an amendment signed by the City Manager on June 12, 2012 ("First Amended Agreement"); and

WHEREAS, City and Contractor wish to amend the Original Agreement and First Amendment to Agreement in order to extend the term by entering into this Second Amendment to the Original Agreement and First Amendment to Agreement.

—The remainder of this page is intentionally left blank—

NOW THEREFORE, the parties hereto agree as follows:

1. **Amended Term.** The term of the Agreement commenced on July 1, 2010 and will extend through June 30, 2017 or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain the right to terminate this Agreement as provided in Exhibit D to the Original Agreement.

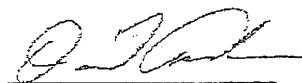
IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

City of Saratoga:

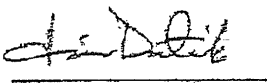
Contractor:

By:

By:



6-17-2014



4/29/14

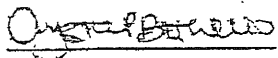
Dave Anderson,
City Manager

Date

Jim Detrick,
President

Date

Attest:



6/18/2014

Crystal Bothello,
City Clerk

Date

Approved as to Form:



5/21/14

Richard S. Taylor,
City Attorney

Date

Attachments:

Attachment 1 - Original Agreement

Attachment 2 - First Amendment to Agreement

Amendment No. 3

Contractor: Exelle Technologies

Project Name: Document Scanning Services

City of Saratoga
Contract Amendment

This Contract Amendment is made at Saratoga, California by and between the City of Saratoga, a municipal corporation ("City"), and Peelle Technologies, ("Contractor"), who agree that:

1. City and Contractor entered into an agreement dated July 1, 2010 ("Original Agreement") and wish to amend the Original Agreement as set forth in the provisions checked below. Terms not defined in this Contract Amendment shall have the meaning used in the Original Agreement and the provisions of the Original Agreement shall apply to interpretation and enforcement of this Contract Amendment.

☒ Amended Term.

The term of the Original Agreement commenced on the Effective Date and is hereby extended through June 30, 2020 (insert new termination date) or the completion of the project, whichever occurs first, unless it is further extended by written mutual agreement between the parties, provided that the parties retain the right to terminate this Agreement as provided in Exhibit C to the Original Agreement.

Amended Scope of Work.

The Scope of Work terms included as Exhibit(s) _____
to the Original Agreement are hereby:

☐ supplemented with additional Scope of Works terms included as Exhibit to this Contract Amendment;

☐ AND/OR extended to include providing the ongoing services referenced in the Original Agreement for the duration of the amended term.

☐ Amended Payment Terms.

The first sentence of section 3 of the Original Agreement setting forth the maximum contract payment is hereby replaced with the following:

City shall pay Consultant for work product produced pursuant to this agreement an amount not to exceed the total sum of

\$ _____
for work to be performed and any authorized reimbursable costs.

AND/OR See Exhibit(s)

Contractor: Podic Technologies

Project Name: Document Scanning Services

☐ Other.

The Original Agreement is amended as follows:

☐ AND/OR See Exhibit(s) _____

2. All other provisions of the Original Agreement remain unchanged by this Contract Amendment.
3. Exhibits. All attachments to this agreement are by this reference incorporated herein and made a part of this agreement.



Additional Exhibits:

Original Agreement
Amendment to Extend Term through to 2014
Amendment to Extend Term through to 2017

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

Contractor

Signature

Dayn Pfefferle

Signer Name

Owner / CFO

Signer Title

Date: 2-24-17

Contract Description:

Document Scanning Services

City of Saratoga

James Lindsay, City Manager

Date:

9/19/17

ATTEST:

Crystal Bothelio, City Clerk

Date:

6/19/2017

Debbie Bretschneider
Deputy City Clerk

APPROVED AS TO FORM:

Richard Taylor, City Attorney

Date:

5/17/17

EXHIBIT B



May 8, 2017

Dayn Pefferle
Peelle Technologies, Inc.
197 E. Hamilton Avenue
Campbell, CA 95008

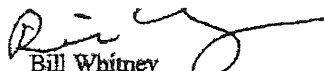
Dayn:

As a follow up to this afternoon's call, below are the discussed terms/conditions associated with our Peelle-to-BMI account transition agreement:

- 1) [REDACTED]
- 2) [REDACTED]
- 3) Kim Gorman will work with Jim Detrick to ensure Peelle provides BMI with all information (deliverable requirements, current procedures, unit pricing etc.) required to transition existing accounts to BMI on a timely basis. Kim and Jim are representatives of their companies and may make determinations for their companies as they relate to the relationship between BMI, Peelle and any clients.
- 4) Kim will create the Laserfiche Archive Volume output currently required by certain Peelle clients using document image/index data provided by BMI.
- 5) [REDACTED]
- 6) [REDACTED]
- 7) [REDACTED]
- 8) BMI will assume no liability for any work previously done under client contract by Peelle.
- 9) Peelle will provide BMI with its Laserfiche server, including all related Laserfiche software at or about the end of June when Peelle officially closes. In the meantime, Peelle will create the Laserfiche Archive Volume output described in item 4 above.

You can reach me at the number below with any questions/concerns you may have regarding this information.

Regards,


Bill Whitney
408.736.7444 x204

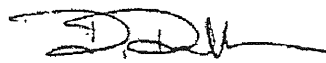
 5-11-17
Agreed to by Dayn Pefferle Date

EXHIBIT C



ASSUMPTION OF CONTRACT AGREEMENT

This Assumption of Contract Agreement is entered into this 28th day of June, 2017, by BMI Imaging Systems, Inc. a California corporation (hereinafter, "BMI") and is acknowledged by the City of Milpitas, a municipal corporation (hereinafter, "Milpitas").

Recitals:

WHEREAS, on July 1, 2010, the City of Saratoga, California (hereinafter, "Saratoga"), entered into a written agreement (hereinafter, the "Contract") with Peelle Technologies, Inc., a California corporation, (hereinafter, "Peelle"), which provided for document imaging services to be purchased during the term of July 1, 2010 through June 30, 2012, unless the Contract was terminated prior to the end of the term period; and

WHEREAS, on June 19, 2012, Saratoga and Peelle entered into Amendment No. 1 to the Contract, which extended the term period to June 30, 2014; and

WHEREAS, on June 17, 2014, Saratoga and Peelle entered into Amendment No. 2 to the Contract, which extended the term period to June 30, 2017; and

WHEREAS, on October 19, 2016, Milpitas entered into a "Piggyback" agreement with Peelle for document imaging services in the amount not-to-exceed of \$59,992.50, which assumed the terms, conditions, and pricing of the aforementioned Contract between Saratoga and Peelle; and

WHEREAS, on June 19, 2017, Saratoga and Peelle entered into Amendment No. 3 to the Contract, which extended the term period to June 30, 2020; and

WHEREAS, the Contract and Amendments No. 1, No. 2 and No. 3 thereto are attached hereto and herein incorporated as Exhibit A; and

WHEREAS, Peelle sold its document imaging accounts to BMI and ceased its business operations on June 30, 2017 and is no longer in existence as a business entity per the letter to Dan Pefferle dated May 8, 2017, which is attached hereto and herein incorporated as Exhibit B; and

WHEREAS, BMI wishes to assume the existing Contract and Milpitas wishes to acknowledge said assumption of contract.

Agreement

NOW, THEREFORE, BMI hereby agrees:

1. To assume the existing Contract dated October 19, 2016 between Milpitas and Peelle under the existing terms and conditions as set forth in the aforementioned Contract between Saratoga and Peelle. This Agreement takes precedence over the Contract, where applicable.
2. In assuming the Contract, BMI agrees that it assumes all of Peelle's rights, title, interest, obligations, responsibilities and duties under the aforementioned "Piggyback" agreement between Milpitas and Peelle.

3. The expiration date of this Agreement remains the same as in the Contract between Peelle and Saratoga. BMI agrees to provide document imaging services for the duration of the term of the Contract hereof, in accordance with the terms of the Contract.
4. All services contained in the existing Contract will be provided at the rates and/or charges provided therein.
5. This Agreement shall become effective on the first date entered above.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the County of Santa Clara.
7. This Agreement may not be amended or modified except by a written agreement executed by the parties hereto or their respective successors and legal representatives.
8. All notices and other communications under this Agreement shall be in writing and shall be given to the other party by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to:
BMI Imaging Systems, Inc.
Jim Detrick
1115 E. Arques Avenue
Sunnyvale, CA 94085

If to:
City of Milpitas
Purchasing Agent
455 E. Calaveras Blvd.
Milpitas, CA 95035

9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Assumption of Contract Agreement as of the day and year first above written.

BMI Imaging Systems, Inc.

By: [Signature]
Name: Jim Detrick
Title: Vice President
Date: 6/30/2017

City of Milpitas

By: [Signature]
Chris Schroeder
Purchasing Agent
Date: 6/30/17

BMI Imaging Systems, Inc.'s execution of this Agreement and assumption of the Contract between Milpitas and Peelle is hereby acknowledged.

Approved as to Form:

By: [Signature]
Christopher J. Diaz, City Attorney

EXHIBIT D



AMENDMENT NO 1 TO THE AGREEMENT
WITH
BMI IMAGING SYSTEMS, INC.
FOR
MICROFICHE SCANNING SERVICES
FOR THE
INFORMATION SERVICES DEPARTMENT

This Amendment No. 1 is entered into this 20th day of July, 2018, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **BMI Imaging Systems, Inc.**, a California corporation (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, on July 1, 2010, the City of Saratoga, California (hereinafter, "Saratoga"), entered into a written agreement (hereinafter, the "Contract") with Peelle Technologies, Inc., a California corporation, (hereinafter, "Peelle"), which provided for document imaging services to be purchased during the term of July 1, 2010 through June 30, 2012, unless the Contract was terminated prior to the end of the term period; and

WHEREAS, on June 19, 2012, Saratoga and Peelle entered into Amendment No. 1 to the Contract, which extended the term period to June 30, 2014; and

WHEREAS, on June 17, 2014, Saratoga and Peelle entered into Amendment No. 2 to the Contract, which extended the term period to June 30, 2017; and

WHEREAS, on October 19, 2016, Milpitas entered into a "Piggyback" agreement with Peelle (hereinafter the "Piggyback Agreement") for document imaging services in the amount not-to-exceed of \$59,992.50, which assumed the terms, conditions, and pricing of the aforementioned Contract between Saratoga and Peelle; and

WHEREAS, on June 19, 2017, Saratoga and Peelle entered into Amendment No. 3 to the Contract, which extended the term period to June 30, 2020; and

WHEREAS, the Contract and Amendments No. 1, No. 2 and No. 3 thereto are attached hereto and herein incorporated as **Exhibit A**; and

WHEREAS, Peelle sold its document imaging accounts to BMI and ceased its business operations on June 30, 2017 and is no longer in existence as a business entity per the letter to Dan Pepperle dated May 8, 2017, which is attached hereto and herein incorporated as **Exhibit B**; and

WHEREAS, on June 28, 2017, BMI Imaging entered into an Assumption of Contract Agreement with the City of Milpitas thereby assuming the original Contract and the Piggyback Agreement with Milpitas. The Assumption of Contract Agreement is attached hereto and herein incorporated as **Exhibit C**; and

WHEREAS, the parties now desire to increase the value of the assumed Piggyback Agreement by \$24,077.85 to pay for additional document imaging necessary to complete the project.

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

1. The total value of the assumed Piggyback Agreement shall be increased from \$59,992.50 by \$24,077.85 to a not-to-exceed total of \$84,070.35.
2. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

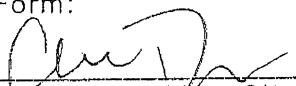
This Amendment is executed as of the date written on page one above.

APPROVED BY:

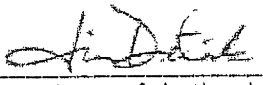
CITY OF MILPITAS


Julie Edmonds-Mares, City Manager

Approved As
To Form:


Christopher J. Diaz, City Attorney

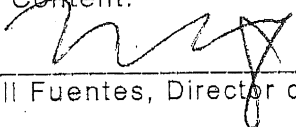
BMI IMAGING SYSTEMS, INC.


Signature of Authorized Representative

Jim Detrick
Name of Authorized Representative.

Vice President
Title of Authorized Representative

Approved As
To Content:


Will Fuentes, Director of Financial Services

Approved As
To Scope:

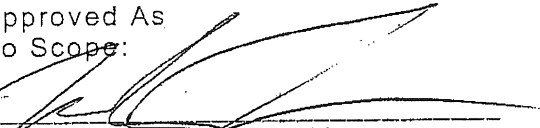

Mike Luu, City Project Manager



EXHIBIT E

AMENDMENT NO. 2 TO THE AGREEMENT
WITH
BMI IMAGING SYSTEMS, INC.
FOR
MICROFICHE SCANNING SERVICES
FOR THE
INFORMATION SERVICES DEPARTMENT

This Amendment No. 2 is entered into this ____ day of _____, 2019, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **BMI Imaging Systems, Inc.**, a California corporation (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, on July 1, 2010, the City of Saratoga, California (hereinafter, "Saratoga"), entered into a written agreement (hereinafter, the "Contract") with Peelle Technologies, Inc., a California corporation, (hereinafter, "Peelle"), which provided for document imaging services during the term of July 1, 2010 through June 30, 2012, unless the Contract was terminated prior to the end of the term period; and

WHEREAS, on June 19, 2012, Saratoga and Peelle entered into Amendment No. 1 to the Contract, which extended the term period to June 30, 2014; and

WHEREAS, on June 17, 2014, Saratoga and Peelle entered into Amendment No. 2 to the Contract, which extended the term period to June 30, 2017; and

WHEREAS, on October 19, 2016, Milpitas entered into a "Piggyback" agreement with Peelle (hereinafter the "Piggyback Agreement") for document imaging services in the amount not-to-exceed of Fifty Nine Thousand Nine Hundred Ninety Two Dollars and Fifty Cents (\$59,992.50), which assumed the terms, conditions, and pricing of the aforementioned Contract between Saratoga and Peelle; and

WHEREAS, on June 19, 2017, Saratoga and Peelle entered into Amendment No. 3 to the Contract, which extended the term period to June 30, 2020; and

WHEREAS, the Contract and Amendments No. 1, No. 2 and No. 3 thereto are attached hereto and herein incorporated as **Exhibit A**; and

WHEREAS, Peelle sold its document imaging accounts to BMI and ceased its business operations on June 30, 2017 and is no longer in existence as a business entity per the letter to Dan Pefferle dated May 8, 2017, which is attached hereto and herein incorporated as **Exhibit B**; and

WHEREAS, on June 28, 2017, BMI Imaging entered into an Assumption of Contract Agreement with the City of Milpitas thereby assuming the original

Contract and the Piggyback Agreement with Milpitas. The Assumption of Contract Agreement is attached hereto and herein incorporated as **Exhibit C**; and

WHEREAS, on July 20, 2018 the parties entered into Amendment No. 1 to increase the value of the assumed Piggyback Agreement by Twenty Four Thousand Seventy Seven Dollars and Eighty Five Cents (\$24,077.85) to pay for additional document imaging necessary to complete the project. Amendment No. 1 is attached hereto and herein incorporated as **Exhibit D**; and

WHEREAS, the total value of the assumed Piggyback Agreement was increased from Fifty Nine Thousand Nine Hundred Ninety Two Dollars and Fifty Cents (\$59,992.50) by Twenty Four Thousand Seventy Seven Dollars and Eighty Five Cents (\$24,077.85) to a not-to-exceed total of Eighty Four Thousand Seventy Dollars and Thirty Five Cents (\$84,070.35); and

WHEREAS, the parties desire to amend the Agreement to provide additional funding for the remainder of the imaging project for the Building and Housing Department.

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

1. The total value of the assumed Piggyback Agreement shall be increased from Eighty Four Thousand Seventy Dollars and Thirty Five Cents (\$84,070.35) by One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to a not-to-exceed total of Two Hundred Fourteen Thousand Seventy Dollars and Thirty Five Cents (\$234,070.35).
2. All other provisions of the Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

This Amendment is executed as of the date written on page one above.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMMENDMENT NO. 2
BETWEEN THE CITY OF MILPITAS
AND BMI IMAGING SYSTEMS, INC.**

APPROVED BY:

CITY OF MILPITAS

Approved By:

Julie Edmonds-Mares
City Manager

Effective Date

Approved As To Scope:

Jane Corpus
Interim Director of Financial Services

Approved As To Content:

Mike Luu
Director of Information Services

Approved As To Form:

Christopher J. Diaz
City Attorney

BMI IMAGING SYSTEMS, INC.

Signature

Name

Title

Date

Item Attachment Documents:

- C11. Approve and Authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services.

Chris Schroeder, 408-586-3161 and Mike Luu, 408-586-2706

Recommendation:

Approve and Authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services in the amount of \$35,074.87, resulting in a new total contract amount of \$369,731.07.



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

Item Title:	Approve and Authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services.
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	3/19/2019
Staff Contact:	Chris Schroeder, 408-586-3161 and Mike Luu, 408-586-2706
Recommendation:	Approve and Authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services in the amount of \$35,074.87, resulting in a new total contract amount of \$369,731.07.

Background:

The funding for this project is from the Capital Improvement Program (CIP) CIP3434. The Permitting Technology Improvement CIP was created to provide continued enhancement to the existing Building and Housing Department permitting automation system. Improvements will be made to the submission process, plan review, storage, and archival of different file formats. The project will streamline the presentation and retrieval of documents to the web and will ensure the systems operate efficiently for better customer service.

On June 20, 2017, the City adopted Resolution No. 8681, making cooperative purchase findings and authorizing the City Purchasing Agent to purchase Avolve ProjectDox software from Insight Public Sector, with the initial cost of the software and first year's maintenance and support being \$216,630.00, and the cost of maintenance and support for years two through five being \$29,506.55 per year, for a total contract amount of \$334,656.20. The cooperative purchase is one of the many purchasing vehicles used by the City to reduce costs of procurement.

On June 28, 2017, the City entered into a contract with Avolve Software Corporation, through a U.S. Communities cooperative purchasing program which provided for ProjectDox Software and ePlan Maintenance Services during the term of June 28, 2017 through June 27, 2018 with up to four one-year options to extend the contract through June 22, 2022, for the amount of 334,656.20.

The City now wishes amend the Contract to purchase a Test Environment and Assurance Services for the Avolve Software, for \$35,074.87 per quote No. 220909762 for Insight Public Sector, Exhibit E to the Amendment No. 1.

Analysis:

The implementation of ProjectDox includes a two-way data integration between ProjectDox and Trakit (Permitting System). The amended contract will provide the City with a test environment and assurance services. The test environment will provide a safe environment to test and introduce new workflows without impacting the current production system. The expectation for the current system is to be available 24 hours a day, 7 days a week. The potential for extended system downtime due to upgrades and feature enhancements can be avoided with a test environment. The City is also looking to adding additional workflows to the ProjectDox environment. Each workflow requires configuration changes and extensive testing. A test environment will allow staff to test and make changes without impacting the production environment. Data corruption can be avoided with a test environment since there is a two-way data integration with the current production system. Without a test environment in a two-way data integration environment, removing test data

from a production environment can be challenging and can lead to data corruption. Two-way data integration is when new/change/delete data flowing in both directions between two or more systems.

Policy Alternatives:

Alternative 1:

Do not approve Amendment No. 1

Pros: The City would not incur additional costs.

Cons: Not having a test environment could result in extended downtime each time system updates, new patches or configuration changes are needed.

Reason for not Recommending: Negative impact on the reliability of the system and potential inefficiency due to the lack of a test environment.

Fiscal Impact:

The funding for this project will be coming out of the Permitting Technology Improvement (CIP 3434) from the 2018-2023 Capital Improvement Program.

Recommendation:

Approve and Authorize the City Manager to Execute Amendment No. 1 with Avolve Software for the purchase of ProjectDox Test System and Assurance Services in the amount of \$35,074.87, resulting in the new total contract amount of \$369,731.07.

Attachments:

- 1) Amendment No. 1 to the Contract with Avolve Software
- 2) Exhibit E to Amendment No. 1
3. Original Contract with Avolve Software



AMENDMENT NO. 1 TO THE
SHORT FORM PURCHASE OF SERVICE CONTRACT
WITH
AVOLVE SOFTWARE CORPORATION

This Amendment is entered into as of _____, 2019, (Effective Date) by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **Avolve Software Corporation**, a California corporation (hereafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, on June 20, 2017 the Milpitas City Council adopted resolution No. 8681, making cooperative purchase findings and authorizing the Purchasing Agent to enter into a cooperative purchasing agreement with Contractor for the purchase of Avolve ProjectDox software from Insight Public Sector; and

WHEREAS, on June 28, 2017, the City entered into a written contract (hereinafter, the "Contract") with Contractor through a U.S. Communities cooperative purchasing program, which provided for ProjectDox Software and ePlan Maintenance Services to be purchased for the term of June 28, 2017 through June 27, 2018, with four (4) one-year options to extend through June 22, 2022, for the amount of Three Hundred Thirty-Four Thousand Six Hundred Fifty-Six Dollars and Twenty Cents (\$334,656.20); and

WHEREAS, the parties now desire to amend the Contract to increase the amount by **Thirty-Five Thousand Seventy-Four Dollars and Eighty-Seven Cents (\$35,074.87)** to add the purchase of ProjectDox Test System and Assurance Services.

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

1. Section 3. Payment Limit, is hereby amended to increase the payment limit amount by **Thirty-Five Thousand Seventy-Four Dollars and Eighty-Seven Cents (\$35,074.87)** for the purchase of ProjectDox Test System and Assurance Services as quoted by Avolve Software Corporation in the attached **EXHIBIT E**, thereby increasing the total value of the Contract to a new not-to-exceed amount of Three Hundred Sixty Nine Thousand Seven Hundred Thirty One Dollars and Seven Cents (\$369,731.07).
2. All other provisions of the Contract shall remain in full force and effect.

**SIGNATURE PAGE FOR AMENDMENT NO. 1
TO CONTRACT BETWEEN THE CITY OF MILPITAS
AND AVOLVE SOFTWARE CORPORATION**

APPROVED BY:

CITY OF MILPITAS

Approved By:

Julie Edmonds-Mares
City Manager

Effective Date

Approved As To Form:

Christopher J. Diaz
City Attorney

Approved As To Scope:

Jane Corpus
Interim Director of Financial Services

Approved As To Content:

Mike Luu
Director of Information Services

**AVOLVE SOFTWARE
CORPORATION**

Signature

Name

Title

Date

EXHIBIT E

SOLD-TO PARTY 10334506

CITY OF MILPITAS
455 E CALAVERAS BLVD
MILPITAS CA 95035-5411

SHIP-TO PARTY

CITY OF MILPITAS
MARTIN GARCIA
455 E CALAVERAS BLVD
MILPITAS CA 95035-5411

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities.
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation

Quotation Number : [220909762](#)
Document Date : 14-FEB-2019
PO Number :
PO Release :
Sales Rep : Chris Robertson
Email : CHRIS.ROBERTSON@INSIGHT.COM
Telephone : 4804096775

Material	Material Description	Quantity	Unit Price	Extended Price
SOFT-PDOX-D3	AVOLVE PROJECTDOX TEST LIC U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	13,563.36	13,563.36
MAINT-PDOX-D3	AVOLVE PROJECTDOX DEV OR TEST LIC MAINT Coverage Dates: 14-FEB-2019 - 14-FEB-2020 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	2,712.68	2,712.68
PS-T3-DISC	AVOLVE PROJECTDOX DEV OR TEST INSTALLATION, SETUP & CONFIGURATION Coverage Dates: 14-FEB-2019 - 14-FEB-2020 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	7,812.50	7,812.50
PS-AS-CM	AVOLVE ASSURANCE SERVICES FOR CITY OF MILPITAS Coverage Dates: 14-FEB-2019 - 14-MAR-2019 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	10,986.33	10,986.33
Product Subtotal				35,074.87
TAX				0.00
Total				35,074.87

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Chris Robertson
4804096775
CHRIS.ROBERTSON@INSIGHT.COM
Fax 4807608532

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html



SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the CITY OF MILPITAS, CALIFORNIA, a municipal corporation ("City") and the following named Contractor: **Avolve Software Corporation**, a Delaware corporation ("Contractor").

(Contact Name) **Brian LaPointe**
 (Street Address) **4835 East Cactus Road, St. 420**
 (City/State/Zip Code) **Scottsdale, AZ 85254**
 (Telephone) **310-525-8802**
 (EmailAddress) **blapointe@avolvesoftware.com**
 (Fax Number) **602-923-3544**
 (Taxpayer ID #) **24-4081788**
 (Milpitas Business License #)

2. Term. The effective date of this Contract is **June 28, 2017 and shall continue** unless sooner terminated as provided herein.

3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed: **\$334,656.20**, which includes the price of four, optional one-year extensions of software maintenance and support services. Payments shall be made in accordance with the Software Sales Order (Insight Public Sector Quotation No. 218992248) attached hereto as **Exhibit A** and incorporated herein by this reference. For the avoidance of any doubt, if a Change Order is required, the above not-to-exceed amount may need adjustment subject to securing appropriate approvals in accordance with Milpitas Municipal Code, title I, chapter 2, section 3.

In addition, there shall be a separate not-to-exceed limit applied to travel expenses directly invoiced by Contractor in the amount of \$6,000.00

4. Contractor's Obligations.

- (a) Upon full payment of the software license fees (excluding annual maintenance/support fees and professional service fees), Contractor grants to City a personal, non-transferable, non-exclusive, fully paid-up, perpetual license to use, in accordance with the terms and conditions of this Contract, all software included within the scope of the Software Sales Order (the "Electronic Plan Check Software").
- (b) In accordance with the terms of this Contract, Contractor shall deliver and install the Electronic

Plan Check Software included in **Exhibit A**, and provide the software configuration, support and training services as set forth in the "Statement of Work" attached hereto as **Exhibit B** and incorporated herein by reference.

Contractor shall perform the above-referenced services at the following specified location/s: **City of Milpitas 455 E. Calaveras Blvd. Milpitas, CA 95035.**

- (c) Contractor shall provide ongoing software support and maintenance services from June 28, 2017 through June 27, 2018 and, at the City's option, for the additional software maintenance periods elected by the City.
- (d) The terms and conditions of Avolve Software Corporation – General Terms and Conditions are attached hereto as **Exhibit C** and incorporated herein by reference.

5. City's Obligations. City shall pay for all services rendered under this Contract as provided in **Exhibit A**. Except for Contractor's travel expenses, City shall delivery payment to Insight Public Sector, Inc., which is the authorized reseller, in consideration for Contractor's services under this Contract.

6. Supplemental Conditions. This Contract is subject to the **Supplemental Conditions** attached hereto, which are incorporated herein by reference. The Contract is further subject to the Insurance Requirements, attached hereto as **Exhibit D** and incorporated herein by reference.

7. Signatures. These signatures attest the parties' agreement hereto:

AVOLVE SOFTWARE CORPORATION

a Delaware corporation

 Name of Authorized Representative

 Title of Authorized Representative

CITY OF MILPITAS, CALIFORNIA

a municipal corporation:

By: _____
 Steve Pangelinan, Acting City Manager

Approved as to form:

By: _____
Christopher J. Diaz, City Attorney

Approved as to content:

By: _____
Mike Luu, City Project Manager

SUPPLEMENTAL CONDITIONS

1. Anti-Discrimination. Contractor agrees to observe the provisions of the City of Milpitas Standard Operating Procedure 16.8 "Anti-Discrimination Policy" and Title VII of the Civil Rights Act of 1964, obligating every contractor or subcontractor under a contract or subcontract to the City of Milpitas for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
2. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding the foregoing, Contractor may assign this Contract without the prior written consent of the City in the case of any corporate restructuring or change of control transaction, whether by merger, sale of equity, sale of assets or otherwise.
3. Business License. Pursuant to the City of Milpitas Municipal Code, Title III Business and Professions, Section 1-4.01 Requirement and Special Exemptions ... "it shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the City of Milpitas without first having procured a license from said City".
4. Confidential or Proprietary Information. Each party understands and agrees that, in the performance of or in exercising its rights concerning the contracted work or services or in contemplation thereof, it may have access to private or confidential information which may be owned or controlled by the other party and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the other party. The receiving party agrees that all Confidential Information (as such term is defined in Exhibit C to the Contract) disclosed by the disclosing party to the receiving party shall be held in confidence and used only in performance of or in exercising its rights concerning the contracted work or services. The receiving party shall exercise the same standard or care to protect such information as a reasonably prudent recipient would use to protect its own proprietary data. Nothing in this section shall be construed to limit the obligations of the parties to protect Confidential Information as provided in Exhibit C to the Contract.
5. Entire Agreement & Modification. This Contract constitutes the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of this Contract shall be binding upon either party unless agreed to in a written instrument specifically referencing this Contract and signed by an authorized representative of each party. In the event of any conflict between this Short Form Purchase of Services Contract, these Supplemental Conditions and any exhibit or attachment to the Contract, the order of precedence shall be: (1) the Short Form Purchase of Services Contract without exhibits, (2) the Supplemental Conditions, (3) Exhibit D – Insurance Requirements, (4) Exhibit A – Software Sales Order, (5) Exhibit C – Avolve General Terms and Conditions, then (6) Exhibit B – Statement of Work. A Statement of Work may control over Exhibit C - Avolve General Terms and Conditions where expressly stated in the Statement of Work.
6. Indemnification. When Avolve Support or other service are provided on Licensee's premises or at another location designated by Licensee, to the fullest extent permitted by law, Licensee shall defend, indemnify and hold Contractor harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, incurred by Contractor in connection with or arising out of the performance of the Contract, whether or not such claims, damages, losses, costs and expenses are caused in whole or in part by the negligence of Contractor, but not including the negligence of Licensee or its employees, agents, representatives, contractors, subcontractors, vendors, suppliers, customers, users or invitees. This obligation shall not be limited by any cap on the amount or type of damages, compensation or benefits payable by or for any employee or by any other person (including Contractor) for injuries or death caused by or on behalf of Licensee or its employees, agents, representatives, contractors, subcontractors, vendors, suppliers, customers, users or invitees. This obligation shall not be limited by any cap on the amount or type of damages, compensation or benefits payable by or for any employee or by any other person (including Contractor) for injuries or death caused by or on behalf of Licensee or its employees, agents, representatives, contractors, subcontractors, vendors, suppliers, customers, users or invitees.

law, each party shall indemnify, defend with counsel reasonably acceptable to the other party, and hold harmless the other party and its officials, officers, directors, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to tangible personal property occurring at such location in connection with the performance of the Avolve Support or other services to the extent proximately caused, in whole or in part, by the willful misconduct or grossly negligent acts or omissions of the indemnifying party or its officials, officers, directors, employees, subcontractors, or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the contract and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 6 shall survive termination or expiration of this Contract.

7. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
8. Insurance. During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit D – Insurance Requirements General
9. Software Maintenance Renewal Option. Such options shall be exercised by use of the “Notice of Exercise of Option to Extend Agreement” form included with this contract as Exhibit E.
10. Termination. The City may terminate this Contract as set forth in Exhibit C, Section 5.2. In the event of termination, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's termination. For the avoidance of doubt, this section and the perpetual software licenses granted herein shall survive termination of this Contract except as provided in Exhibit C, Section 5.3.
11. Non-Appropriation. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated.

EXHIBIT A SOFTWARE SALES ORDER



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 10334506

CITY OF MILPITAS
455 E CALAVERAS BLVD
MILPITAS CA 95035-5411

SHIP-TO PARTY

CITY OF MILPITAS
CHRIS SCHOADER
455 E CALAVERAS BLVD
MILPITAS CA 95035-5411

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities.
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Quotation

Quotation Number : 218992248
Document Date : 19-MAY-2017
PO Number :
PO Release :
Sales Rep : Chris Robertson
Email : CHRIS.ROBERTSON@INSIGHT.COM
Telephone : 4804096775

Material	Material Description	Quantity	Unit Price	Extended Price
SOFT-PDOX4	AVOLVE PROJECTDOX FRAMEWORK BASE PRODUCT WORKFLOW MANAGER U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	72,900.00	72,900.00
SOFT-BIC-T4	AVOLVE BEST IN CLASS: BUILDING WORKFLOW U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	22,360.00	22,360.00
SOFT-PCON4	AVOLVE PROJECTDOX INTEGRATION CONNECTOR (UP TO 18 STD FIELDS) U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	8,945.00	8,945.00
MAINT-PDOX4	AVOLVE PROJECTDOX TIER 4 MAINTENANCE Coverage Dates: 08-JUN-2017 - 07-JUN-2018 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	20,475.00	20,475.00
SOFT-OAS4	AVOLVE ONLINE APPLICATION SUBMISSION PORTAL MODULE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	31,290.00	31,290.00
MAINT-OAS4	AVOLVE ONLINE APPLICATION SUBMISSION PORTAL MAINTENANCE TIER 4 Coverage Dates: 08-JUN-2017 - 07-JUN-2018 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	6,250.00	6,250.00
PKGPDOX4PSBNL	AVOLVE PROFESSIONAL SERVICES BUNDLE TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	22,330.00	22,330.00

Material	Material Description	Quantity	Unit Price	Extended Price
PKG-PDOX4-TRN	AVOLVE PROJECTDOX TRAINING PACKAGE TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	9,135.00	9,135.00
PS-OAS-T4-PKG	AVOLVE ONLINE APPLICATION SUBMISSION SERVICES PACKAGE TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	14,000.00	14,000.00
PS-T4-AS	AVOLVE PROJECTDOX ASSURANCE SERVICES TIER 4 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	1	8,945.00	8,945.00
MAINTPDOX4OAS4RWL	AVOLVE SOFTWARE CORP PROJECTDOX AND OAS TIER 4 MAINT RENEWAL YEARS 2-5 - OPTIONAL OPTIONAL MAINTENANCE IS SUBJECT TO SERVICE LEVEL CREDITS EARNED BY THE CITY AND MAY REDUCE THE COST U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	4	29,506.55	118,026.20
			Product Subtotal	334,656.20
			TAX	0.00
			Total	334,656.20

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Chris Robertson
4804096775
CHRIS.ROBERTSON@INSIGHT.COM
Fax 4807608532

U.S. Communities IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products, Services, Solutions & Related Products and Services Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

Year 1 Initial Purchase and Installation

\$216,630.00

281

Years 2 through 5 – Maintenance Renewal (per year)

\$29,506.55

**EXHIBIT B
STATEMENT OF WORK**

Contractor shall provide the following services subject to the City's Acceptance as set forth below in this Statement of Work.



Electronic Document Management & Collaboration Solution

City of Milpitas, CA

("Customer")

Proposed Statement of Work

June 27, 2017



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252
Phone: 602.714.9774 www.avolvesoftware.com

This Statement of Work will focus on the implementation of one production environment to include ProjectDox and (OAS) Online Application Submission software to address the Customer's needs with regard to a single online application form and one Best in Class plan review process (Building Permit). The goal is to implement ProjectDox and OAS (Online Application Submission) with the advanced integration to the permitting system (TRAKiT) utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

HIGH LEVEL SCOPE OF WORK (MILESTONES)

- **Kick Off / Introductory Call with Project Team, July 24, 2017 – (need 2-week lead time)**
- **Installation** (Offsite/Remote)
 - Provisioning of all applicable products and modules as specified on the Purchase Agreement/Sales Order.
 - 1 Production Environment
 - OAS Software
 - ProjectDox Software
- **Orientation and Configuration Requirements Session*** (2 Staff/Onsite/3-4 Days)
 - OAS Functional Requirements Document
 - ProjectDox Configuration Requirements Document (CRD)
 - Permitting system advanced integration touchpoint discussion
 - Project creation
 - Get assigned reviews [Assign Reviewers & Resubmit Received steps]
 - Write back of review status & comments [Department Review]
 - Update Permitting Status [Review Complete] – when all reviews approved workflow will update TRAKiT with an Approved status.
 - OAS base integration
 - 1 Payment Connector Integration (per environment, if applicable)
 - Project Plan (task list/schedule/resource assignments) not to exceed budget
- **Configuration & Advanced TRAKiT Integration *** (Offsite/Remote)
 - Configured Working ProjectDox and OAS Application
 - Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - 1 Building Plan Review Process
 - 1 OAS Application Form
 - 1 payment connector
 - o Advanced TRAKiT Integration touch points:
 - Project creation
 - Display of permit information for up to 18 fields
 - Get assigned reviews [Assign Reviewers & Resubmit Received steps]
 - Write back of review status & comments [Department Review]
 - Update Permitting Status [Review Complete] – when all reviews approved workflow will update TRAKiT with an Approved status.
- **User Acceptance Training (UAT)** (1 Staff/Onsite/1-2 days/Offsite)
(the date Customer accepts this milestone is the Software Acceptance Date)
 - Completion of User Acceptance Testing (UAT)
- **Training** (1 Staff/Onsite/2 days)
 - Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales Order.
 - ProjectDox Training Package Tier 4 (maximum 12 persons per course)
 - 1 Introduction to ProjectDox
 - 1 Markup and Workflow Training for Reviewers
 - 1 Markup and Workflow Training for Coordinators
 - 1 System Administrator Training

- 1 Project Administrator Training
- 1 OAS Remote Training Session

- **Launch**
- **Go Live – November 20, 2017**

(1 Staff/Onsite/2 Days/Offsite)

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified below in the list of Project Key Deliverables, which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within five (5) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the Contract, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the applicable milestone.

PROJECT KEY DELIVERABLES

1. Configuration / Modification Session Output including applicable products/modules

- **Configuration Requirements Document (CRD)***
 - Site Configuration
 - Workflow Configuration
 - Integration Fields
- **OAS Functional Design Requirements Document (FRD)**
 - Forms
 - Integration fields
 - Payment system

2. ProjectDox and OAS Application Configuration

- Production Environment
 - OAS Production Software (1)
 - ProjectDox Software (1)

3. Configured, Working ProjectDox and OAS Application and applicable products/modules from sales order

- Configuration / Modification Effort Output
 - 1 OAS Building Application Form
 - 1 Plan Review Process
 - Building Plan Review

4. Training

(1 Staff/Onsite/2 days)

- Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales Order.
 - ProjectDox Training Package Tier 4 (maximum 12 persons per course)
 - 1 Introduction to ProjectDox
 - 1 Markup and Workflow Training for Reviewers
 - 1 Markup and Workflow Training for Coordinators
 - 1 System Administrator Training
 - 1 Project Administrator Training
 - 1 OAS Remote Training Session (4 hr)

5. Launch

- Transition to Support
- Project Completion

For the avoidance of any doubt, all right, title and interest in and to the Deliverables (including without limitation the above Key Deliverables), as well as the intellectual property rights to such Deliverables, shall belong to Avolve, subject to the limited license granted to the Customer pursuant to the Licensing Agreement.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of the Contract and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox and OAS Best in Class, understanding that the site will be hosted by the Customer and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill the hardware requirements, as outlined in the ProjectDox Implementation Guide (a standard end user document that accompanies each version of the Software) in a timely fashion in order to keep the Project Plan on schedule.
4. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.
8. Any optional items chosen in the Contract are not included here and would require a modification to this Statement of Work.
9. Assurance Services will be leveraged on a time and material basis for any work outside the scope of a best in class configuration for ProjectDox and OAS or to provide additional training or support.

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product de*

**Base integration with ProjectDox is limited to three (3) integration touchpoints to include 1) Configuration of the Avolve Software project creator service, 2) Display of 18 General Permit/Applicant/Contractor application data fields for display within ProjectDox via a web page/formlet (Permit Information is dependent on the Permitting Systems API/ Web Service availability) and 3) Project/Permit Status Update whereas ProjectDox will notify the permitting system that the plan review workflow is complete when all reviews are approved (Status update is dependent on the Permitting Systems API/ Web Service availability).*

**Advanced Integration with ProjectDox provides a pre-defined list of integration touchpoints based on the permitting system. Touchpoints are pre-defined and detailed specific to the permitting system.*

**Custom integrations with ProjectDox require a needs assessment and separate SOW to provide a level of effort and cost associated to the identified work.*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Contract.

PRICING

Pricing and payment terms are as set forth in the Contract.

Travel and Expenses will be billed directly to Customer (City of Milpitas) separately and will allow for a total of four (4) trips to the customer site. Such expenses are not included in the not to exceed amount set forth in the Contract.

STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND FIRST YEAR SOFTWARE MAINTENANCE

Avolve will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Contract. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Contract.

Customer		Avolve Software Corporation	
Name	Steve Pangelinan	Name	
Title	Acting City Manager	Title	
Signature		Signature	
Date		Date	

EXHIBIT C
AVOLVE - GENERAL TERMS AND CONDITIONS
SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. DEFINITIONS.

1.1 “Add-on” means any custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and these GTCs.

1.2 “Agreement” means these GTCs, the Software Sales Order, the SOW or other agreement referencing these GTCs. All such components are integral to the agreement, and collectively are referred to herein as the “Agreement”.

1.3 “API” means Avolve’s application programming interfaces, as well as other Avolve code and database elements that allow other software products to communicate with or call on Avolve Software provided under this Agreement.

1.4 “Avolve Materials” means any software, programs, tools, systems, data, or other materials made available by Avolve to Licensee in the course of the performance under this Agreement including, but not limited to, the API, Software and Documentation, as well as any information, materials or feedback provided by Licensee to Avolve relating to the Software and Documentation.

1.5 “Avolve Support” means the support set forth in Attachment 1 to these GTCs, and may be purchased for an additional fee. Avolve has no obligation to provide any Avolve Support and, in particular, no Avolve Support (including no bug fixes or updates) will be available after the end of life of the applicable Software version. Avolve reserves the right to provide some or all Avolve Support from locations, and/or through use of third party providers, located worldwide.

1.6 “Business Unit” means a logical element, or segment, of the Licensee representing a specific business function, as existing on the effective date of the license grant. Business Units may be referred to as a department, group, division or functional area.

1.7 “Confidential Information” means, with respect to Avolve, all information which Avolve protects against unrestricted disclosure to others, including but not limited to: (a) the Software and Documentation and other Avolve Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of Avolve; (c) product offerings, content partners, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to Avolve subject to an applicable confidentiality obligation to such third party). With respect to Licensee, “Confidential Information” means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

- 1.8 “Documentation” means Avolve’s standard end user documentation which is delivered or made available to Licensee with the Software under this Agreement.
- 1.9 “Intellectual Property Rights” means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.10 “Licensee” means the specific legal entity set forth on the Software Sales Order.
- 1.11 “License Term” means the time period that the Software is licensed to Licensee, as specified in the Contract.
- 1.12 “ProjectDox® Instance” means Avolve’s proprietary core application and software framework for enhanced electronic plan submission, and review and collaboration built upon a multi-tier cluster hardware architecture consisting of web server(s), application server(s), and job processor(s) that supports the processing of the API.
- 1.13 “Software” means (i) the API, ProjectDox® Instances and/or other software licensed to Licensee under this Agreement as specified on the applicable Software Sales Orders, as developed by or for Avolve and delivered to Licensee hereunder; (ii) any new releases thereof made available to Licensee as part of Avolve Support and (iii) any complete or partial copies of any of the foregoing.
- 1.14 “Software Sales Order” means the sales order, sales agreement, purchase order or like conveyance document for the Software, related Avolve Support and/or other services ordered by Licensee thereunder. If Licensee is purchasing directly from Avolve, then the Software Sales Order will be between Avolve and Licensee. If Licensee is purchasing through an authorized Avolve reseller, then the Sales Order will be between Licensee and the Authorized Reseller.
- 1.15 “SOW” means those statements-of-work which Licensee may enter into from time-to-time for professional services to be provided by Avolve on terms mutually agreed to in writing in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Unless expressly stated otherwise in a SOW, all fees are in United States dollars. SOWs may be entered into directly between Avolve and Licensee or may be executed between Licensee and an authorized Avolve reseller, but in either case, the professional services provided thereunder shall be provided by Avolve unless expressly stated otherwise in the SOW.
- 1.16 “Territory” means the world except for those countries prohibited by United States’ export laws, and further subject to Section 12.4 of the GTC.
- 1.17 “Use” means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.
- 1.18 “User” means authorized Licensee employees and third parties that require access to the Software in connection with Licensee’s internal business operations, such as Licensee’s administrators, contractors, reviewers, and applicants.

2. SOFTWARE AND SERVICES.

2.1 License.

2.1.1 Software. Subject to Licensee's compliance with all the terms and conditions of this Agreement and prompt payment of all fees owed for use of the Software, Documentation and other Avolve Materials, Avolve grants to Licensee a non-exclusive, non-transferable, non-sublicensable (except for the limited right to allow Users to Use set forth in this Section 2.1.1) license during the License Term to Use the Software, Documentation, and other Avolve Materials to run Licensee's internal business operations and to provide internal training and testing for such internal business operations, solely for the specific Business Unit(s) as further set forth in the Software Sales Order. Should Licensee desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this license grant and, if not, what additional fees will be required due to Licensee's reorganization to include additional Business Units.

2.1.2 Restrictions. Licensee will, and will ensure that its Users, only use the Software in accordance with the Documentation. Licensee will not, and will ensure that its Users do not: (i) copy or duplicate the Software in excess of the number of licenses purchased (for production use) or otherwise authorized under this Agreement (for non-production use); (ii) use the Avolve Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve Materials, or pledge as security or otherwise encumber Licensee's rights under this Agreement; (iv) make any Use of or perform any acts with respect to the Avolve Materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use Software components other than those specifically identified in the Software Sales Order and then only as part of the Software as a whole, even if it is also technically possible for Licensee to access other Software components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of the Software is compiled or interpreted, or access or use the Software in order to build a similar or competitive product or service; (vii) distribute the Software in any form other than the form delivered by Avolve to Licensee or otherwise permitted under this Agreement; or (viii) publish any results of benchmark tests run on the Software. Licensee acknowledges that nothing herein will be construed to grant Licensee any right to obtain or use the source code. Licensee acknowledges that the Software may contain self-reporting technology by which Avolve may receive information deemed relevant by Avolve to providing Avolve Support, improving the Avolve Materials, monitoring compliance, and any other purposes as determined by Avolve in its reasonable discretion. Licensee shall not tamper with or attempt to disable such self-reporting technology. Licensee agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.

2.1.3 High-Risk Activities. The Software is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Software or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage (collectively, "High Risk Activities"). Licensee shall not use the Software for any High Risk Activities.

2.1.4 Third Party Components. The Software and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Open

Corporation (“OTC”) (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as “third party vendors” or “third party software vendors”). Licensee may be held directly responsible by such third party vendors for acts relating to the Software component parts that are not authorized by this Agreement. Licensee’s use of such third party software is limited to only in conjunction with the Software and Licensee acknowledges that it is not allowed to modify such third party software or use it independent from the Software. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSEE WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.

2.1.5 Copies. Licensee may make one copy of the Software for back-up/archival purposes only, if the copy contains all of the original Software’s proprietary notices. For the avoidance of any doubt, unless expressly set forth otherwise in the applicable Software Sales Order, such additional copy may not be run concurrently, either in production mode to increase performance or in a non-production mode for testing, development or any other purpose. Should Licensee desire to run additional copies of the Software concurrently, additional license rights must be purchased by Licensee.

2.1.6 Ownership. Licensee acknowledges and agrees that Licensor owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Software and any suggestions, enhancements requests, feedback, recommendations or other information provided by Licensee or any of its Users related to the Software. Licensee’s rights in the Software, updates (provided Licensee has purchased Avolve Support), and the related materials supplied by the Licensor pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.

2.1.7 API Use. Provided that Licensee has been authorized by Licensee in writing to build Add-Ons (which authorization may be withdrawn by Avolve at any time upon written notice to Licensee), Licensee may use the API to create custom Add-Ons solely as set forth in Section 6 below. While Avolve currently does not charge for use of the API, Avolve reserves the right to charge a fee for the use of the API in the future. Should Avolve implement a fee for the API, prior written notice will be given to Customers who are currently using the API.

2.1.8 Approved Hardware. Licensee agrees to install the Software only on information technology devices (e.g. servers, hard disks, central processing units or other hardware) identified by Licensee pursuant to this Agreement and that has been previously approved by Avolve in writing or otherwise officially made known to the public by Avolve as appropriate for Use or interoperation with the Software (the “Designated Unit”).

2.2 Outsourcing Services. With Avolve’s prior written consent, Licensee may permit services providers to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to Licensee in connection with the business of Licensee for which the Software is herein licensed. Licensee agrees to be responsible to Avolve for the conduct of Licensee’s services providers to the same extent that Licensee is responsible to Avolve hereunder for the conduct of Licensee’s employees.

2.3 Services. Avolve shall provide Avolve Support or other professional services (the “Professional Services”) from time to time as mutually agreed upon by the parties from time to time in a Software Sales Order and/or SOW. Upon completion of each Professional Service milestone identified in the Software Sales Order and/or SOW to be subject to acceptance, Company shall have an acceptance period of up to thirty (30) calendar days during which Licensee will have the opportunity to verify that the Professional Service complied in all material respects with the applicable specifications set forth in the Software Sales Order and/or SOW, or if no such specifications were provide, to Lice

reasonable satisfaction (the "Acceptance Deadline"). If Licensee concludes that the Professional Services are acceptable, it shall notify Avolve in writing on or before the Acceptance Deadline by executing Avolve's standard acceptance form. If Licensee concludes that the Professional Services are unacceptable, it shall, instead of executing Avolve's standard acceptance form, notify Avolve in writing by the Acceptance Deadline, including in such written notification a reasonably detailed explanation of the basis for the rejection. For all Professional Services timely rejected that fail to comply in all material respects with the applicable specifications, as Licensee's sole remedy and Avolve's sole liability, Avolve will use commercially reasonable efforts to re-perform the Professional Services in accordance with the specifications and, if despite Avolve's commercially reasonable efforts it is unable to re-perform the Professional Services in accordance with the specifications, Avolve shall refund amounts paid by the Licensee for the specific Professional Services that did not comply in all material respects with the applicable specifications. If Licensee neither executes an acceptance form nor provide written notice of rejection by the Acceptance Deadline, Licensee shall be deemed to have accepted the Professional Services upon expiration of the Acceptance Deadline.

3. VERIFICATION. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or Avolve Support fees to Avolve and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the Software Sales Order, Licensee shall pay such underpaid fees and/or for such excess usage based on Avolve List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Software Sales Order in accordance with the terms of this Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of Avolve's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. Avolve reserves all rights at law and equity with respect to both Licensee's underpayment of License fees or Avolve Support fees and usage in excess of the license quantities or levels.

4. PRICE, PAYMENT, AND DELIVERY.

4.1 Fees. Licensee shall pay to Avolve (if purchasing directly from Avolve) or to Avolve's authorized reseller (if purchasing through a reseller) license fees for the Software and fees for Avolve Support as set forth on the Software Sales Order(s) hereto. In addition, if Licensee purchases any professional service fees from Avolve, Licensee shall pay to Avolve the fees set forth on any SOWs. All fees, unless expressly stated otherwise on the applicable Software Sales Order, shall be in United States dollars. For fees owed to Avolve, any fees not paid when due shall, which unless otherwise specified in the applicable Software Sales Order or SOW will be thirty (30) calendar days from invoice, accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law. All fees to be paid to Avolve are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Licensee agrees to provide Avolve with complete and accurate billing and contact information.

4.2 Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Avolve prior to the execution of this Agreement. If Avolve is required to pay Taxes, Licensee shall reimburse Avolve for such amounts. Licensee hereby agrees to indemnify Avolve for any Taxes and related costs, interest and penalties paid or payable by Avolve.

4.3 Delivery of the Software; Installation. Avolve will deliver the Software either by making it available for electronic download or by physical delivery of media to Licensee. Risk of loss passes at the time of such electronic or physical delivery. Licensee agrees and understands that the calculation of

may be affected by the delivery method and delivery location of the Software and corresponding Avolve Support. Licensee agrees to promptly, following initial delivery of the Software, but in all cases within ninety (90) days, to provide Avolve with reasonable access to Licensee's facilities and systems in order for Avolve to initially install the Software. Unless agreed to in writing by Avolve, Licensee understands that it is not authorized to conduct the initial installation of the Software. For the avoidance of any doubt, all installation services are professional services provided by Avolve under a SOW.

5. TERM.

5.1 Term. Except as set forth otherwise in Section 5.3 below or if terminated earlier in accordance with this Section 5, this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the License Terms set forth on all the Software Sales Order or (b) the completion of all professional services under all SOWs.

5.2 Termination. In addition to any termination rights that may be set forth in a specific Software Sales Order or SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof.

5.3 End of Term Duties. Upon termination of the Agreement hereunder for Licensee's breach of Section 2.1.2 (or Licensee's failure to meet its indemnification obligations hereunder which in each case would terminate all existing License Terms and SOWs), (a) Licensee and its Users shall immediately cease Use of all Avolve Materials and Confidential Information and (b) Avolve shall immediately cease all professional services. Within thirty (30) days after such termination, Licensee shall irretrievably destroy or upon Avolve's request deliver to Avolve all copies of the Avolve Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to Avolve in writing that it has satisfied its obligations under this Section 5.3.

5.4 Survival. Sections 2.1.1 (except as set forth in Section 5.3), Section 2.1.2, 2.1.4, 2.1.6, 3, 4.1, 4.2, 5, 6.1, 8 - 10, 12.1 - 12.3, 12.5, 12.6, and 12.8-12.11 shall survive any termination, along with any other provisions which by their nature would reasonable be understood to survive termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

6. Add-Ons.

6.1 Conditioned on Licensee's compliance with the terms and conditions of this Agreement, Licensee may make Add-ons to the Software in furtherance of its permitted Use under this Agreement, and shall be permitted to use Add-ons with the Software in accordance with the License grant to the Software set forth in Section 2.1.1 herein. All Add-ons developed by Avolve (either independently or jointly with Licensee or other third parties) and all rights associated therewith shall be the exclusive property of Avolve. Licensee agrees to execute those documents reasonably necessary to secure Avolve's rights in the foregoing. All Add-ons developed by or on behalf of Licensee without Avolve's participation ("Licensee Add-on"), and all rights associated therewith, shall be the exclusive property of Licensee subject to Avolve's rights in and to the Software; provided, Licensee shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Licensee Add-ons. Avolve retains the right to independently develop its own Add-ons to the Software, and Licensee agrees not to take any action that would limit Avolve's sale, assignment, licensing or use of its own Software or Add-ons thereto.

6.2 Any Licensee Add-on must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in this Agreement and/or provide Licensee with access to the Software to which Licensee is not directly licensed; nor permit mass data extraction from Software to any non-Avolve software, including use, modification saving or other processing of data in the non-Avolve software; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor render or provide any information concerning Avolve software license terms, Software, or any other information related to Avolve products.

6.3 Add-ons are excluded from Avolve Support. Licensee may purchase support from Avolve for Add-ons as professional services under an SOW.

7. WARRANTY.

7.1 Warranty. Avolve warrants that the Software will substantially conform to the specifications contained in the Documentation for ninety (90) days following the Software Acceptance Date. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; (ii) not initially installed within the time period set forth in Section 4.3 above, unless such failure to timely install is due solely to the fault of Avolve; or (iii) if the defect is caused by an Add-on (other than an Add-on made solely by Avolve and which is provided through Avolve Support or under warranty), Licensee or third-party software. Avolve does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements. Provided Licensee notifies Avolve in writing with a specific description of the Software's nonconformance within the warranty period and Avolve validates the existence of such nonconformance, Avolve will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. THIS IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

7.2 Express Disclaimer. AVOLVE AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION.

8.1 This section intentionally omitted.

8.2 Infringement. If a third party makes a claim against the Licensee that any Use of the Software in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Licensee against the claim and indemnify Licensee from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Licensee: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Software has violated a third party's intellectual property rights, Avolve may choose to either modify the Software to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Avolve may terminate Licensee's use rights and refund any unused, prepaid fees Licensee may have paid to Avolve. Avolve will not indemnify the Licensee to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Software with products, services, information, materials, technologies, business methods or processes not furnished by Avolve (including without limitation use on other than a Designated Unit); (2) modifications to the Software, which modifications are not

by Avolve; (3) failure to use updates to the Software provided by Avolve; or (4) use of Software except in accordance with any applicable user documentation or specifications.

8.3 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

Except for infringement or misappropriation of intellectual property rights, in no event will either party be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of profits, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this Agreement, including without limitation supply, use or performance of the Software and the provision of the Avolve Support and other services. Except for direct damages and expenses associated with infringement or misappropriation of intellectual property rights and Avolve's obligation to indemnify Licensee, each party's aggregate, cumulative liability for damages and expenses arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the amount of fees owed and/or received by Avolve under this Agreement. Such fees reflect and are set in reliance upon this limitation of liability. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

10. CONFIDENTIALITY.

10.1 Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take commercially reasonable steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; (d) the disclosing party agrees in writing is free of such restrictions; or (e) the disclosure is required by law or court order. Avolve expressly understands that Licensee is a public agency subject to the California Public Records Act (Cal. Government Code Section 6250 et seq.). In the event that Licensee receives a public records request seeking the disclosure of information that Avolve has marked as Confidential Information, Licensee shall notify Avolve in writing within two (2) business days, and Avolve shall be allowed to take any reasonable action to preserve the confidentiality of such information. Licensee's obligation pursuant to this section shall only extend to notifying Avolve of the request, and Licensee shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.

10.3 Confidential Terms and Conditions; Publicity. Licensor may identify Licensee on its customer lists and list Licensee as a customer in its marketing and advertising materials, and reproduce Licensee's company name, logo, trademark, trade name, service mark, or other comm

designations, solely in connection therewith. If requested by Licensor during the first two years of this Agreement, Licensee agrees to timely execute the following activities: Press Release, Case Study Testimonial, ROI Benchmarking Study, Client Referrals.

10.4 Data Security. In addition to and without prejudice to the confidentiality terms set forth in this Section 10, the following additional data security provisions shall apply to any highly-sensitive Confidential Information provided by Licensee to Avolve ("Highly-Sensitive Information"), including without limitation any personally identifiable information or financial information.

10.4.1 Disclosure. Licensee shall use its best efforts to limit disclosure of Highly-Sensitive Information to Avolve and only provide Highly-Sensitive Information to Avolve with the prior written consent of either Avolve's Chief Executive Officer or Chief Financial Officer. Prior to disclosure of any Highly-Sensitive Information, Avolve and the Licensee shall agree in writing to the procedures surrounding the disclosure, including any encryption requirements and the mechanism of disclosure.

10.4.2 Data Security Safeguards. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Highly-Sensitive Information provided by Licensee to Avolve in accordance with this Section 10.4.

10.4.3 Data Security Breach. Avolve will notify Licensee promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Licensee in connection with such investigation, including by providing Licensee with an initial summary of the results of our investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Licensee's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on our part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Licensee, at Licensee's cost, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Licensee. In the event of any Data Security Breach caused by Avolve, Licensee shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term "Data Security Breach" shall mean any of the following occurring in connection with Highly-Sensitive Information (provided that Licensee has sent the Highly-Sensitive Information to Avolve pursuant to the terms of this Section 10.4 using the secure transfer protocols agreed upon by the parties) in connection with Licensee's use of the Software: (a) the loss or misuse of Highly-Sensitive Information; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Highly-Sensitive Information, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Highly-Sensitive Information.

10.4.4 Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.

11. ASSIGNMENT. Licensee may not, without Avolve's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Avolve Materials or Avolve Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.

12. GENERAL PROVISIONS.

12.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. The Software, Documentation and Avolve Materials are subject to the export control laws of various countries, including without limit the laws of the United States. Licensee agrees that it will not submit the Software, Documentation or other Avolve Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Avolve, and will not export the Software, Documentation and Avolve Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other Avolve Materials by Licensee and/or its Affiliates.

12.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of State of California without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

12.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Avolve and Licensee at the addresses first set forth in any Software Sales Order or Sales agreement. Where in this section 12.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Avolve and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms.

conditions which may appear on any purchase order or other document furnished by Licensee to Avolve. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned/sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

12.9 Independent Contractor. Avolve is an independent contractor and not an employee of the Licensee. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve's exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.

12.10 This section is intentionally omitted.

12.11 United States Federal Governmental Users. The Software and Documentation are "commercial items" as that term is defined in 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and with 48 C.F.R. 227.7202-1, 227-7202-3 and 227-7202-4 (June 1995), if the Licensee is the U.S. Government or any department or agency of the U.S. Government, the Software and Documentation are licensed under this Agreement (i) only as a commercial item, and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions of this Agreement.

Attachment 1 to Exhibit C – Avolve Perpetual Support Terms

Avolve Support Terms

These Avolve Support Terms (“SLA”) defines the maintenance and support services (“Avolve Support”) which Avolve Software Corporation (“Avolve”) shall provide to any customer (“Customer”) who is entitled pursuant to a separate written sales order (the “Sales Order”) with Avolve to Avolve Support. This SLA defines Avolve Support for both traditional licensees (“Licensees”) of Avolve software (the “Software”). For the avoidance of any doubt, customers who have not purchased Avolve Support and customers who are not current on their fees are not entitled to Avolve Support. This SLA, together with the Sales Order and the Avolve General Terms and Conditions, represents Customer’s Agreement (as such term is defined in the Avolve General Terms and Conditions).

1. Avolve Maintenance for Standard, Premium, and Named Enhanced Support. Avolve currently offers three levels of Avolve Support, standard, premium and named enhanced support.

1.1. Standard Avolve Support refers to all maintenance and support services standardly provided by Avolve to current customers for the standard, not-customized Software. The following are included in standard Avolve Support:

- (a) New releases of Software within an integer version of said Software (e.g. all 8.X versions of ProjectDox);
- (b) Patches and “hot fixes” within the integer version of said Software;
- (c) Phone, email and trouble-ticket reporting systems for Software within the integer version of said Software in accordance with this SLA;
- (d) Integrations to third-party software and systems defined by Avolve as “Standard Integrations”; and
- (e) (Avolve) ProjectDox Workflows and eForms defined by Avolve as “Best-in-Class,” or otherwise designated by Avolve as “standard derivatives” of Best-in-Class workflows and eForms. A standard derivative workflow and or eForm is considered that which can be reasonably implemented by way of features and functions included in the Software, and for which additional, custom software code development is not required.

For the avoidance of any doubt, standard Avolve Support does NOT include upgrades to a future integer version of the Software (e.g. ProjectDox version 8.X to version 9.X). Avolve reserves the right to charge an additional fee when Customers are upgrading from one major release to another. When applied, such additional fee will be determined based on (a) number of upgrade versions, (b) the complexity of customization, and (c) the complexity of add-ons and integrations of Avolve or third-party products/systems.

1.2. Avolve Premium and Named Enhanced Support refers to all maintenance and support services provided outside of, or beyond, standard Avolve Support. Examples of Avolve Premium and Named Enhanced Support include:

- (a) Support for non-standard or customized Software features;
- (b) Non-Standard integrations to third party software and systems;
- (c) Workflows and eForms not covered under standard Avolve Support, including those that are developed under a statement of work;
- (d) Predetermined and/or pre-scheduled modifications to third party software and/or systems;
- (e) On-call support;
- (f) Faster response times and support schedules;
- (g) Support for any exclusions set forth in Section 8 (Exclusions) below.

2. Avolve Support Fees. Unless set forth otherwise on the applicable Sales Order, standard Avolve Support fees shall be calculated at twenty percent (20%) of the applicable Software license fees. Unless set forth otherwise in the applicable Sales Order, supplemental Avolve Support fees are at Avolve’s then current rates.

3. Portal. Avolve will provide reasonable portal support for problem determination and resolution for problems arising during normal operation of the Software. Avolve may require the Customer to provide a written assistance request describing the problem. All issues **MUST** be reported via the portal.

Support Portal: <https://support.avolvesoftware.com>

Upon first entering the portal, the Customer may request a login and Avolve limits logins to one agent per Customer. After a login is received, the Customer may enter, track, update, and report on trouble ticket as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. In addition to working with members of Avolve's Support Team, Customers have access to , Latest Product News Articles, FAQs, Documentation, and a Knowledge-base via the Support Portal as well.

4. Support Hours.

- 4.1. Licensees with a standard support contract will receive assistance during Avolve's normal working hours of 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.
- 4.2. Avolve, in its sole discretion, may offer premium or named enhanced support contracts, which would entitle the purchasing customer to additional support hours and/or other benefits beyond those set forth in this SLA ("Premium Support" or "Named Enhanced Support"). If purchased by a customer, Premium Support or Named Enhanced Support terms will be set forth in the applicable Sales Order.

5. **On-Site Emergency Support.** Customer may request Avolve to provide on-site emergency operational support services as a separate and distinct billable service.

6. **Releases Included.** Avolve Support for Licensees of the Software includes all minor and maintenance releases. Avolve reserves the right to charge upgrade fees for major releases or major ancillary program components. Additionally, some features may or may not be activated based on license terms.

- 6.1. For the purposes of this SLA, (i) "maintenance releases" shall mean such bug fixes and/or platform updates that are designated by an increment in the last decimal of the release i.e. n.n.1 by Avolve; (ii) "minor releases" shall mean such bug fixes, platform updates, and/or minor product enhancements that are designated by an increment in the second decimal of the release i.e. n.1.n by Avolve; and (iii) "major releases" shall mean such bug fixes, platform updates, and major product enhancements and/or new features that are designated by an increment in the whole number of the release i.e. 1.n.n by Avolve.

- 6.2. To the extent applicable, all Avolve Support provided to Customer (including all maintenance releases, minor releases, and major releases) shall be subject to the applicable license agreement between Avolve and Customer.

7. **Problem Determination and Resolution.** Avolve resources will be allocated to resolve reported problems based on the severity level set forth in the table below and Avolve will use commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth in the table below:

Severity Level	Definition	Initial Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer's business.	1 Hour	Avolve and Customer will commit full-time resources during normal business hours for problem resolution, to obtain workaround, or reduce the severity of the error.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	Avolve and Customer will commit full-time resources during normal business hours for problem resolution, to obtain a workaround, or reduce the severity of the error.

Severity Level	Definition	Initial Response Time	Resolution Commitment
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	Within 5 Business Days	Avolve and Customer will provide resources during normal business hours to address request. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into ProjectDox.

- (a) **Initial Response Time.** Once a problem has been reported, Customer will receive an acknowledgement via email, phone or the support portal, as to the receipt of the problem as reported and a confirmation of the problem severity. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- (b) **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve's support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- (c) **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.
- (d) **Severity Re-classification.** If Customer determines that a previously reported and in-progress issue's severity needs to be re-classified or escalated, Customer should issue a new call or email to the Technical Support Team.

8. Exclusions. Avolve will have no obligation to support the following, pursuant to the terms of this Agreement:

- 8.1. Software use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. A support contract must cover all Software licenses purchased.
- 8.2. Software that is altered or modified other than as approved in writing by Avolve.
- 8.3. Any Software that is either not within the current major (integer) release or is more than two (2) minor releases back from the current minor release within the major (integer) release.
- 8.4. Problems caused by misuse or misapplication of the Software, including any anomalies and/or failures in test or production operating environments that impact the Software and are determined to have their cause due to Customer decisions, actions, system configuration/ modification, policies and/or procedures. For the avoidance of any doubt, this exclusion is not intended to and does not cover any problems which are determined to have their cause due to the Customer following any system configurations/modifications recommended or required by Avolve in writing.
- 8.5. Software installed on any computer hardware/software configurations not supported by Avolve.
- 8.6. Problems caused by Licensee custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and Licensee's Agreement.
- 8.7. Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products.

- 8.8. Problems caused by on-premises hardware problems or related issues such as router, network or hard drive failures or incorrect configuration settings.
- 8.9. Services required to implement any updates, upgrades or releases on Customer's network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- 8.10. All Training programs, regardless of software version updates and/or upgrades.
- 8.11. Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- 8.12. Add-ons (as such term is defined in the Customer's Agreement).
- 8.13. Any other reasons set forth in the Customer's Agreement.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve's then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

9. Customer's Obligations for Operational Support.

- 9.1. Contact Person(s). Customer will designate up to two (2) contact person(s) (or such other replacement individuals as Customer may designate in writing) (each a "Contact Person"), who shall be the sole contacts for the coordination and receipt of the Support Services set forth in this SLA. Each Contact Person shall be knowledgeable about, as applicable, the Software. If Avolve is unable to contact any designated Contact Person through the specified means for a period of time and such contact would be helpful for performing the Support Services, Avolve may refuse to perform the Support Services until Avolve is able to contact a designated Contact Person, in which case the times for resolution set forth in Section 5 will be suspended for such period of time.
 - 9.2. Remote Access. For the purpose of problem determination and analysis, Customer will provide, as necessary and at Customer's discretion, the Technical Support Team with remote access capabilities into Customer's system's running the Software.
 - 9.3. Supporting Data. Customer will provide reasonable supporting data to aid in the identification and resolution of the issue.
 - 9.4. Installation. Unless otherwise instructed by Avolve, Customer will be responsible for installing any error correction, update or upgrade.
 - 9.5. Initial Troubleshooting. Customer's Support Contact has the responsibility of performing due diligence in resolving issues prior to contacting support and will be expected to provide additional details as a result of their investigation of the issue.
10. **Term.** The term of this SLA shall be as set forth on the Sales Order associated with this SLA and shall continue unless terminated pursuant to the terms of the Agreement.
11. **Fees / Termination / Renewal.** Fees will be billed and due as provided for in the Agreement. Fees are paid in advance and are irrevocable and non-refundable (except for the limited credit right set forth in Section 12 below and if set forth expressly otherwise in the Agreement). If Licensee fails to pay all fees by the due date, this SLA, and all Avolve Support provided for under it, may be immediately terminated, without notice, by Avolve. To reinstate or renew Avolve Support (if reinstatement is allowed by Avolve at its sole discretion) Customer must pay in advance and in full all Fees that were considered in arrears at that time.

12. Credits. Should Avolve fail to meet any of the commitments set forth in this SLA, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY:

- 12.1. Licensees.** Licensees of Software shall be entitled to receive a service credit of 1% of the licensee's monthly prorated support fees, per incident in a given month, up to a maximum 50% of monthly prorated support fee payable by the customer. The amount of compensation may not exceed 50% of the licensee's monthly support fee. This means that if a customer has two (2) incidents in which Avolve failed on the initial response within the time frame stated, they are entitled to receive a service credit of 2% of the prorated monthly support fee.
- 12.2. Requesting a Credit.** As outlined in this SLA, Avolve shall issue a service credit to Customer's account if Avolve does not meet the guaranteed response time limits mentioned in the SLA. The Service Credit will be applied to the clients next invoice that is due (which may be applied as a discount on the following year's support and maintenance renewal), after the credit has been requested and approved by a member of the Avolve Management staff. In order for a customer to receive a credit on their account, the customer must request the service credit within seven (7) business days of the incident in which the response time was not met. This credit request must come from the authorized e-mail account for the customer's account, and must be submitted directly in the form of a ticket via the customer's portal account. The ticket must include the customer's account information, and the Ticket Number in which the response time was not met by Avolve's Support Department. Since all response times are checked through the Ticket Helpdesk System, there will need to be a Ticket Number mentioned and/or the dates and times that the incident(s) occurred. The Service Credit Request will be reviewed by a member of Avolve's Management staff to make sure the request is valid, and the customer will receive notification of a Service Credit approval or denial. If a Service Credit Request has been approved, the Service Credit will be applied to the customers next due invoice.



EXHIBIT D INSURANCE REQUIREMENTS - GENERAL

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be *at least as broad as*:

- (X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (X) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (X) Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- () Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance:

Contractor must maintain limits no less than:

- | | |
|--|---|
| 1. General Liability: (Including operations, products and completed operations, as applicable.) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance 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. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Workers' Compensation Employer's Liability: | Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee |

4. **Professional Liability or Errors & Omissions Liability:** **\$1,000,000** each occurrence
\$1,000,000 policy aggregate

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Milpitas, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**
3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

Acceptability of Insurers:

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

Verification of Coverage:

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves

the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

Subcontractors:

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement

EXHIBIT E - NOTICE OF EXERCISE OF OPTION TO EXTEND AVOLVE SUPPORT TERM

AGREEMENT TITLE and DATE:	Avolve Software Corporation Electronic Plan Check Software 6/28/2017
CONTRACTOR Name and Address:	Avolve Software Corporation 4835 East Cactus Road, Ste. 420 Scottsdale, AZ 85254
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to the Terms and Conditions of the Agreement referenced above, the City of Milpitas hereby exercises its option to renew software maintenance/support services under the following provisions:

OPTION NO.	
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NEW OPTION TERM

Begin date:	
End date:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed **\$29,506.55** and reimbursable expenses, if any. The undersigned signing on behalf of the City of Milpitas hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF MILPITAS a municipal corporation By _____ Name: Chris Schroeder Title: Purchasing Agent	AVOLVE SOFTWARE CORPORATION a Delaware corporation By _____ Name: Title:
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Item Attachment Documents:

C12. Approve and Authorize the City Manager to Execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Approve and Authorize the City Manager to Execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program.



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

Item Title:	Approve and Authorize the City Manager to Execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve and Authorize the City Manager to Execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program

BACKGROUND:

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

VTA Board of Directors established the 2016 Measure B Program and adopted the 2016 Measure B Program category guidelines. The program includes a "Local Streets and Roads" program category which includes a formula for distribution of funding to eligible cities and the County based upon city population and County road and expressway lane mileage. Based on this formula, the City of Milpitas is expected to be eligible for reimbursement of approximately \$1.3 million in annual City project funding from the 2016 Measure B Local Streets and Roads Program.

In order to receive 2016 Measure B fund reimbursements, VTA requires recipients to enter into a Master Funding Agreement to ensure that 2016 Measure B funds are spent on allowable project expenditures. The Master Funding Agreement sets the framework for reporting, scheduling, and administrative actions for Measure B expenditures.

ANALYSIS:

The City of Milpitas is expected to receive approximately \$1.38 million annually from the 2016 Measure B - Local Streets and Roads program. The amount of funding is tied to the population and will be updated on a periodic basis. This funding will be utilized to fund the City's annual street resurfacing projects. The adopted FY2019-20 Capital Improvement Program includes the 2019-20 Street Resurfacing Project which is estimated to cost \$4.6M. To ensure the City receives the needed Measure B funding for the annual street resurfacing program, staff recommends the City Council authorize the City Manager to execute a Master Funding Agreement with VTA.

POLICY ALTERNATIVES:

Alternative 1: Not approve and not authorize the City Manager to execute a Master Funding Agreement with VTA for eligibility and receipt of Measure B 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: Measure B is a significant source of funding for the City's annual street resurfacing projects. Without Measure B funds, the City would either need to reduce the scope and cost of the annual resurfacing projects, or obtain funding from other sources.

FISCAL IMPACT:

The approval of the Master Funding Agreement with the VTA is required to receive approximately \$1.38M in annual Measure B Local Streets and Roads program category funds for use in the City's annual Street Resurfacing Projects. The annual fund amount will be adjusted based on changes in population.

California Environmental Quality Act (CEQA): (if applicable)

NA

RECOMMENDATION:

Authorize the City Manager to Execute a Master Funding Agreement between the City and the Santa Clara Valley Transportation Authority (VTA) for 2016 Measure B Local Streets and Roads Program.

Attachments:

VTA Master Funding Agreement

FUNDING AGREEMENT
BETWEEN
THE CITY OF MILPITAS
AND
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
2016 MEASURE B LOCAL STREETS AND ROADS PROGRAM

THIS AGREEMENT ("Agreement") is between the CITY OF MILPITAS, a "Member Agency," referred to herein as "RECIPIENT," and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, referred to herein as "VTA." Hereinafter, RECIPIENT 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, 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
4. Whereas, the PROGRAM includes a "Local Streets and Roads" program category consisting of a return-to-source formula based on city populations and County of Santa Clara's road and expressway lane mileage; and
5. 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
6. Whereas, VTA and RECIPIENT desire to specify herein the terms and conditions under which the Local Streets and Roads program category ("LS&R CATEGORY") 2016 MEASURE B revenues will be administered by VTA as directed by the VTA Board of Directors; and
7. Whereas, VTA has established a manual for purposes of documenting administrative requirements related to LS&R CATEGORY funds disbursement and expenditure ("VTA LS&R Program Manual").

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

II. AGREEMENT

1. LS&R CATEGORY PROGRAM DEFINITION

The LS&R CATEGORY covers the entirety of public right-of-way and infrastructure, including, but not limited to, pavement, sidewalk, signals, signage, drainage, and pedestrian and public transit amenities.

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 March 31, 2047, or until LS&R CATEGORY funds allocated to RECIPIENT have been expended entirely, whichever occurs later.

3. ELIGIBLE USE OF FUNDS

RECIPIENT is permitted to use RECIPIENT's allocated LS&R CATEGORY funds for any phase (including but not limited to planning, construction, etc.) and any cost of the maintenance, rehabilitation, reconstruction, minor improvements of, minor enhancements of, and preservation of multi-modal roadway infrastructure. This includes implementation of "Complete Streets" elements. See Attachment A for a definition of Complete Streets.

If RECIPIENT has achieved a jurisdictional average Pavement Condition Index ("PCI") of 70, RECIPIENT may use funds for other congestion relief projects as permitted by 2016 MEASURE B.

Only LS&R CATEGORY costs incurred on or after July 1, 2017, will be eligible for reimbursement.

4. DESIGN STANDARDS

RECIPIENT'S project(s) proposed hereunder must incorporate Complete Streets design, including, but not limited to, best practice design standards and guidelines, such as those published by VTA (e.g. Bicycle Technical Guidelines, Pedestrian Technical Guidelines, and Community, Design, and Transportation Manual), Institute of Transportation Engineers (e.g. Designing Walkable Urban Thoroughfares), American Association of State Highway and Transportation Officials (e.g. Guide for the Development of Bicycle Facilities), National Association of City Transportation Officials (e.g. Urban Street Design Guide, Urban Bikeway Design Guide, Transit Street Design Guide), and Caltrans (e.g. Class IV Bikeway Guidance (Separated Bikeways/Cycle Tracks)).

5. FUNDING ALLOCATIONS

- a. RECIPIENT'S funding allocation for each fiscal year, starting July 1, 2017, will be based upon RECIPIENT's percentage share of the population or road mileage, as applicable, applied to the VTA Board of Directors Adopted Biennial Budget for the LS&R CATEGORY.
- b. The LS&R CATEGORY annual fund distribution formula is calculated every two fiscal years (in line with VTA's budget cycle; a fiscal year begins July 1 and ends June 30) and is based on the following:

- i. First, at the same time that VTA plans and finalizes its budget for the two upcoming fiscal years, the VTA Board of Directors determines the allocation of 2016 MEASURE B funds for the two upcoming fiscal years.
 - ii. Second, the VTA Board of Directors determines the amount of 2016 MEASURE B funds to be allocated amongst the PROGRAM categories, including the LS&R CATEGORY.
 - iii. Third, the County of Santa Clara's percentage share of the total budgeted LS&R CATEGORY funds ("SC Percentage Share") is calculated by determining the percentage of the total road and expressway lane mileage recorded in Santa Clara County, California that the County of Santa Clara itself is responsible for maintaining (according to the then most current California Public Road Data report issued by Caltrans).
 - iv. Fourth, the SC Percentage Share is multiplied by the total budgeted LS&R CATEGORY funds to determine the dollar amount allocated to County of Santa Clara.
 - v. Fifth, the budgeted LS&R CATEGORY funds remaining after the allocation of the County of Santa Clara's share described above ("Remaining Funds") are distributed to eligible cities. Each city's percentage share of the Remaining Funds (each, a "City Percentage Share") is calculated by determining the percentage of the total Santa Clara County, California population (excluding unincorporated areas) attributed to each city (according to the then most current California Department of Finance's annual population estimates (Report E-1, or any successor report)).
 - vi. Sixth, each City Percentage Share is multiplied by the Remaining Funds to determine the dollar amount allocated to each city.
- c. RECIPIENT's allocations are subject to change based on variations in annual population or road mileage and actual 2016 MEASURE B receipts for prior fiscal years.
- d. RECIPIENT will receive a one-time advance equivalent to the RECIPIENT's percentage allocation of the LS&R CATEGORY's percentage share of 2016 MEASURE B revenue collections made from April 2017 through June 2017, upon (i) execution of this Agreement, (ii) RECIPIENT's submittal of an invoice for the one-time advance, and (iii) RECIPIENT's first submittal of 1) proposed projects in RECIPIENT's "Annual Program of Projects", 2) maintenance of effort certification (see Section 7.d.), and 3) Complete Streets checklist provided by VTA. Any interest earned or accrued from the one-time advance by RECIPIENT must be expended only on eligible costs as set forth above under ELIGIBLE USE OF FUNDS and DESIGN STANDARDS. RECIPIENT's Annual Program of Projects must contain, at a minimum, the following information:
 - i. Brief description of project/s
 - ii. Location of project/s
- e. After the one-time advance, all remaining and future funds, if any, will be available only on a reimbursement basis.

- f. The one-time advance is in addition to RECIPIENT's FY18 and FY19 LS&R CATEGORY allocations.

6. VTA's OBLIGATIONS

VTA will:

- a. Annually update the LS&R CATEGORY formula to reflect the most current populations and road mileage using the California Department of Finance's annual population estimates (Report E-1, or any successor report) and the most current California Public Road Data report issued by Caltrans. VTA shall use the updated LS&R CATEGORY allocation formula in the allocations beginning July 1 immediately following each VTA budget cycle.
- b. Annually update the LS&R CATEGORY PCI for RECIPIENT based on the Metropolitan Transportation Commission release of the prior year's PCI.
- c. Annually report to the public the amount of LS&R CATEGORY revenues allocated and distributed to RECIPIENT.
- d. VTA shall remit the amount due to the RECIPIENT within thirty (30) calendar days of receipt of a complete and proper, fully documented invoice.

7. RECIPIENT's OBLIGATIONS

RECIPIENT will:

- a. Ensure that all 2016 MEASURE B funds are expended on allowable LS&R CATEGORY expenditures as described above in ELIGIBLE USE OF FUNDS and DESIGN STANDARDS.
- b. Annually complete and submit to VTA, by October 1st of each year, RECIPIENT's Annual Program of Projects, in which RECIPIENT will set forth proposed projects, and develop all such projects which are approved as eligible (each a "PROJECT").
- c. Annually submit to VTA, by October 1st of each year, a summary of the prior fiscal year's completed PROJECT(S) and current fiscal year's program of PROJECTS.
- d. Annually submit to VTA, by October 1st of each year, a certification (which certification form will be provided by VTA to RECIPIENT) that RECIPIENT is sustaining a maintenance of effort ("MOE"), meaning that RECIPIENT will maintain a level of expenditures on LS&R CATEGORY eligible activities equivalent to RECIPIENT's expenditures submitted to the California Transportation Commission per 2017 California Senate Bill 1 ("SB1") MOE requirements for the Road Repair and Accountability Act Local Streets and Roads Program. RECIPIENT must submit to VTA an initial MOE base amount and certification of MOE for FY18 upon the execution of this Agreement.

- e. Comply with the VTA Board of Directors-approved Complete Streets requirements. RECIPIENT must submit to VTA a Complete Streets Resolution adopted by the RECIPIENT's governing body upon the execution of this Agreement.
- f. Annually complete and submit to VTA, by October 1st of each year, the VTA Complete Streets checklist and any accompanying reporting requirements for the LS&R CATEGORY Annual Program of Projects.
- g. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for expenditure of the one-time advance funds (which funds, including any and all interest earned or accrued therefrom, must be exhausted in their entirety prior to requesting funds for reimbursement).
- h. Submit to VTA all records including contractors' invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.
- i. Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to this Agreement for five (5) years from the date on which the relevant cost(s) was/were incurred. RECIPIENT shall make such records available to VTA upon written request for review and audit purposes. Financial audits will be performed at VTA's discretion.
- j. Submit invoices to VTA, no more frequently than monthly, for reimbursement of work completed on PROJECTS. Invoices must be submitted within one year of the date posted on the contractor's invoice submitted as substantiation for RECIPIENT's invoice, if applicable.

8. GENERAL TERMS AND CONDITIONS

- a. **Indemnity.** Neither VTA nor any officer or employee thereof will be responsible for any damage or liability arising out of or relating to RECIPIENT's negligence, recklessness, or willful misconduct under or in connection with any work, authority, or jurisdiction associated with this Agreement. RECIPIENT shall fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind, and description brought on for or on account of injury (as defined by California Government Code §810.8) arising out of or relating to RECIPIENT's negligence, recklessness, or willful misconduct under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this Agreement. This provision will survive the termination or expiration of this Agreement.
- b. **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.
- c. **Incorporation of Documents; Entire Agreement.**
 - i. In addition to the terms set forth herein, this Agreement is subject to the provisions of (i) the 2016 Measure B Program Category Guidelines and (ii) the

VTA LS&R Program Manual, both of which are incorporated herein by this reference. VTA may, in its sole discretion, make changes to the 2016 Measure B Program Category Guidelines and/or LS&R Program Manual at any time. If VTA makes such changes, VTA will make reasonable efforts to provide RECIPIENT with advance notice of such changes. Copies of the 2016 Measure B Program Category Guidelines and the VTA LS&R Program Manual are available at the VTA website (www.vta.org) or upon request to VTA.

- ii. This Agreement, along with the 2016 Measure B Program Category Guidelines and VTA LS&R Program Manual, contains the entire understanding between VTA and RECIPIENT 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. This Agreement, along with the 2016 Measure B Program Category Guidelines and VTA LS&R Program Manual, is binding upon each Party, their legal representatives, and successors for the duration of the Agreement.
- d. **Notices.** Any notice which may be required under this Agreement must be in writing, will be effective when received, and must be given by personal service or certified 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, Programming and Grants
Santa Clara Valley Transportation Authority
3331 N First Street
San Jose, CA 95134
Email: marcella.rensi@vta.org

RECIPIENT:
Steve Chan
Transportation and Traffic Manager
City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA, 95035
Email: schan@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.

The individual identified above for RECIPIENT is RECIPIENT's LS&R CATEGORY Liaison ("LIAISON"). The LIAISON shall be (i) the liaison to VTA pertaining to implementation of this Agreement and (ii) the contact for information about the LS&R CATEGORY and PROJECTS.

- e. **Representation 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, covenant 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 RECIPIENT 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 RECIPIENT 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. RECIPIENT agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.

Signatures of parties on following page.

IN WITNESS WHEREOF, VTA and RECIPIENT have executed this Agreement as of the last date set forth below ("March 19, 2019").

***Santa Clara Valley
Transportation Authority***

City of Milpitas

Nuria I. Fernandez
General Manager/CEO

Julie Edmonds-Mares
City Manager

Date

Date

Approved as to Form

Approved as to Form

Megan Gristch
Staff Attorney II

Christopher J. Diaz
City Attorney

Jane Corpus
Interim Director of Finance

ATTACHMENT A
Definition of Complete Streets

Complete Streets are generally defined as streets:

- That are planned, designed, funded, constructed, operated and maintained for the safe travel of all users.
- Where designs are context sensitive and incorporate a balanced network approach.
- Which prioritize the safety, comfort, and convenience of pedestrians, bicyclists, transit riders (including access and operations), as appropriate for the local context, while still providing safe accommodations for motorists and other roadway users.
- Where capital projects, once completed, should not degrade the safety, comfort, or convenience of pedestrians, bicyclists, or access to transit, nor should they degrade the travel time of transit operations (recognizing that there may be situations where one of these modes may need to be prioritized over another).
- Where designs are developed with input from the community and support future conditions.

This definition was set forth in VTA Board Memo No. 6096, dated May 25, 2017, and presented at the VTA Board meeting held June 1, 2017 (“Measure B Complete Streets Reporting Requirements”).

Item Attachment Documents:

- C13. Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc.

Recommendation:

Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc. to Extend the Term to December 31, 2019 to Continue Support on the Silicon Valley Rapid Transit Program Berryessa Extension (SVBX) Project, Project No. 4265



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

Item Title:	Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc.
Category:	Consent Calendar-Community Development
Meeting Date:	3/19/2019
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc. to Extend the Term to December 31, 2019 to Continue Support on the Silicon Valley Rapid Transit Program Berryessa Extension (SVBX) Project, Project No. 4265

BACKGROUND:

On August 3, 2010, the City entered into a Master Agreement with the Santa Clara Valley Transportation Authority (VTA) for reimbursement of City work on the Silicon Valley Berryessa Extension (SVBX) BART Extension project through Milpitas. The Master Agreement allows for reimbursement of City consultant support service for project support services.

On November 20, 2013, the City entered into a consulting services agreement with Vali Cooper & Associates/TRC, Inc. in the amount of \$19,760 to provide support services for the SVBX (BART) project through June 30, 2014. There have been a total of ten amendments to the agreement with Vali Cooper & Associates totaling \$1,584,240, and the term of the agreement is set to expire March 31, 2019.

ANALYSIS:

The VTA SVBX (BART) project is moving toward the close-out phase. VTA plans to have the Milpitas BART station completed and operational in December 2019. However, the existing agreement with Vali Cooper for project support service expires March 31, 2019. The continuation of the services of Vali Cooper & Associates/TRC Inc. to assist City staff with project close-out and as-built record drawing phase is recommended. The VTA will continue to reimburse the City for the cost of Vali Cooper for City SVBX BART project support activities. Staff recommends approval of Amendment No. 11 with Vali Cooper & Associates/TRC, Inc. to extend the term of the agreement to December 31, 2019 with no change in total compensation.

POLICY ALTERNATIVES:

Alternative 1: Not approve Amendment No. 11 for time extension with Vali Copper to continue to provide support services for the VTA SVBX BART project.

Pros: None

Cons: Not approving Amendment No. 11 would require City staff resources to fill-in the SVBX BART project support role which will require pausing other City projects until resources are available.

Reason not Recommended: Using Vali Cooper to provide the required SVBX BART closeout services relieves City staff resources to complete other City project priorities.

FISCAL IMPACT:

Amendment 11 is for an extension of contract time only with no change to compensation. Funding for this amendment is already encumbered in Silicon Valley Rapid Transit Program Berryessa Extension (SVBX) Project, Project No. 4265 and VTA will continue to reimburse the City for the cost of these services related to activities for SVBX work. No new expenditure is proposed with this amendment.

California Environmental Quality Act (CEQA): The action is not considered a project under CEQA as there will be no direct, or reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION:

Approve Amendment No. 11 to the Consulting Services Agreement with Vali Cooper & Associates/TRC, Inc. to Extend the Term to December 31, 2019 to Continue Support on the Silicon Valley Rapid Transit Program Berryessa Extension (SVBX) Project, Project No. 4265

Attachments:

Vali Cooper & Associates/TRC, Inc., Consultant Services Agreement, Amendment No. 11

AMENDMENT No 11
TO CONSULTING SERVICES AGREEMENT
WITH VALI COOPER & ASSOCIATES/TRC, INC.

This Amendment is entered into this 19th day of March, 2019, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Vali Cooper & Associates/TRC, Inc (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement on November 20, 2013 entitled "Consultant Services Agreement between the City of Milpitas and Vali Cooper & Associates/TRC, Inc." ("Agreement") for engineering services on the BART Silicon Valley Berryessa Extension (SVBX) project (Project No. 4265) in the amount of Nineteen Thousand Seven Hundred Sixty Dollars (\$19,760); and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on January 21, 2014 to increase the compensation in the amount of Seventy Five Thousand Dollars (\$75,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project; and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on June 3, 2014 to extend the term to June 30, 2015 and increase the compensation in the amount of One Hundred Fifty Eight Thousand Two Hundred Forty Dollars (\$158,240) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project; and

WHEREAS, the parties entered into Amendment No. 3 to the Agreement on December 16, 2014 to extend the term to September 30, 2015 and increase the compensation in the amount of Three Hundred Thousand Dollars (\$300,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project; and

WHEREAS, the parties entered into Amendment No. 4 to the Agreement on September 15, 2015 to extend the term of the Agreement to October 31, 2016 increase the compensation in the additional amount of Three Hundred Ten Thousand Dollars (\$310,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties entered into Amendment No. 5 to the Agreement on September 20, 2016 to extend the term of the Agreement to February 28, 2017 increase the compensation in the additional amount of Two Hundred Thirty Thousand Dollars (\$230,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties entered into Amendment No. 6 to the Agreement on February 1, 2017 to extend the term of the Agreement to August 28, 2017 to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties entered into Amendment No. 7 to the Agreement on May 2, 2017 to extend the term of the Agreement to January 31, 2018, increase the compensation in the additional amount of Three Hundred Three Thousand Dollars (\$303,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties entered into Amendment No. 8 to the Agreement on January 16, 2018 to extend the term of the Agreement to June 30, 2018 to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties entered into Amendment No. 9 to the Agreement on March 20, 2018 to extend the term of the Agreement to September 30, 2018, increase the compensation in the additional amount of Two Hundred Eight Thousand Dollars (\$208,000) to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties entered into Amendment No. 10 to the Agreement on September 18, 2018 to extend the term of the Agreement to March 31, 2019 to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project and Montague Widening project; and

WHEREAS, the parties now desire to enter into Amendment No. 11 to the Agreement to extend the term of the Agreement to December 31, 2019 to allow CONSULTANT to continue providing support services for the BART Silicon Valley Berryessa Extension (SVBX) project.

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

1. The first section of the first sentence of Subsection 1.1, entitled "Terms of Service" is hereby amended to read as follows:

"The term of this Agreement shall begin on the first date noted above and shall end on December 31, 2019."

2. Except as modified by this Eleventh Amendment, and all other prior amendments, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Eleventh Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Eleventh Amendment and any other prior amendments.

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated November 20, 2013 between Consultant and City. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

This Amendment No. 11 is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT
VALI COPPER & ASSOCIATES/TRC,
INC.

Julie Edmonds-Mares, City Manager

By: _____
John Collins, Chief Operating
Officer

APPROVED AS TO CONTENT:

Steve P. Erickson, Engineering Director/City Engineer

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Jane Corpus, Interim Director of Finance

EXHIBIT B
COMPENSATION SCHEDULE

<u>Personnel</u>	<u>2019 Hourly Rates</u>
Russ Moore	\$195

Other Vali Cooper & Associates/TRC, Inc. personnel may be assigned, upon mutual agreement of City and Vali Cooper & Associates, Inc., and according to the billing schedules for 2019.

Item Attachment Documents:

- C14. Approve and Authorize the City Manager to Execute Amendment No. 2 with Telecommunications Engineering Associates, a Subsidiary of Daryl D. Jones, Inc. for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System.

Chris Schroeder, 408-586-3161, and Henry Kwong 408-586-2419

Recommendation:

- 1) Approve and Authorize the City Manager to Execute Amendment No. 2 with Telecommunications Engineering Associates, a Subsidiary of Daryl D. Jones, Inc. for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System
- 2) Authorize the Purchasing Agent to exercise option years 2 and 3 per the terms of the agreement.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute Amendment No. 2 with Telecommunications Engineering Associates, a Subsidiary of Daryl D. Jones, Inc. for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System.
Category:	Consent Calendar-Public Safety
Meeting Date:	3/19/2019
Staff Contact:	Chris Schroeder, 408-586-3161, and Henry Kwong 408-586-2419
Recommendation:	1) Approve and Authorize the City Manager to Execute Amendment No. 2 with Telecommunications Engineering Associates, a Subsidiary of Daryl D. Jones, Inc. for Maintenance and Support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System 2) Authorize the Purchasing Agent to exercise option years 2 and 3 per the terms of the agreement.

Background: Telecommunications Engineering Associates (TEA), a subsidiary of Daryl D. Jones, Inc., a California Corporation, was the manufacturer's recommended designer and installer for the telecommunications system and analog radio system included in the police department's Dispatch Center remodel in 2002. TEA also worked on the Enhanced Public Safety Capital Improvement Program (CIP No. 3389) to upgrade those same systems in the Dispatch Center. In 2007, the City of Milpitas entered into an agreement with TEA who custom designed, built, and maintained the systems. The agreement was for five (5) years and was extended for an additional four (4) more years. In 2016, the City of Milpitas entered into an agreement to continue maintaining and supporting the systems for one (1) year from November 13, 2016, to November 12, 2017, with a one (1) year option to extend the agreement to November 13, 2018. TEA is the only vendor who has ever worked on the systems and has extensive knowledge of the existing systems.

Analysis: The City of Milpitas is a member of the Silicon Valley Regional Interoperability Authority (SVRIA), which manages the Silicon Valley Regional Communications System (SVRCS). The SVRCS is the new standardized digital radio system intended to replace the various different radio systems utilized by individual public safety agencies in the County of Santa Clara, including the analog radio system used in the City of Milpitas (CIP No. 3415). Staff initially drafted a two-year agreement with TEA as the SVRCS was scheduled to go online last year. Due to the extensive nature of such a large-scale implementation, the SVRCS implementation in the City of Milpitas is on-going and expected to be completed in late 2019. Due to this unforeseen delay, an amendment to continue services with TEA is needed. TEA still maintains and supports the existing telecommunications system and analog radio system by providing 24-hour, seven (7) days per week, on-call support, as well as preventative maintenance, periodic review of system components, and any necessary training.

Policy Alternative:

Alternative 1: Do not approve and authorize the City Manager to execute Amendment No. 2 with Telecommunications Engineering Associates.

Pros: It would conserve the expense of maintaining the existing telecommunications system and analog radio system.

Cons: There would be no immediate remedy for any failures of the existing telecommunications system and analog radio system, and there would be no preventative maintenance.

Reason not recommended: Fully functioning telecommunications and analog radio systems are vital to ensure rapid delivery of police and fire services in response to emergencies and routine matters. Preventative maintenance and emergency on-call support will help ensure the systems remain operational and reliable.

Fiscal Impact: The annual amount of the agreement would be \$86,232 with a contingency for unforeseen repairs of \$5,000 for a total annual agreement amount of \$91,232. With the option to extend the agreement for one additional year, the total amendment amount for option year 2 and option year 3 would be \$182,464. Funding for this agreement is currently available in the existing police department operational budget. If approved, the total not-to-exceed amount of the amended agreement will be \$361,960.

California Environmental Quality Act: Amendment No 2. Is not anticipated to cause any environmental impact or physical change in the environment as the amendment is for on-going maintenance.

Recommendation:

- 1) Approve and authorize the City Manager to execute Amendment No. 2 with Telecommunications Engineering Associates, a subsidiary of Daryl D. Jones, Inc. for maintenance and support of the Public Safety Dispatch Center Telecommunications System and Analog Radio System.
- 2) Authorize the Purchasing Agent to exercise option years 2 and 3 per the terms of the agreement.

Attachments:

- a) Amendment No. 2 to the Agreement with TEA
- b) Quotation (Exhibit B-1)



AMENDMENT NO. 2 TO THE AGREEMENT
WITH
TELECOMMUNICATIONS ENGINEERING ASSOCIATES,
A SUBSIDIARY OF DARYL D. JONES, INC.
FOR
MAINTENANCE AND SUPPORT OF THE PUBLIC SAFETY
DISPATCH CENTER TELECOMMUNICATIONS SYSTEM

This Second Amendment is entered into on _____, 2019, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **Telecommunications Engineering Associates (TEA), a subsidiary of Daryl D. Jones, Inc.**, a California corporation (hereafter referred to as "Consultant"), (City and Consultant are jointly referred to herein as the "Parties")

RECITALS

WHEREAS, on November 14, 2016, the Parties entered into a professional consulting services agreement ("Agreement"); and

WHEREAS, on May 5, 2017, the parties amended the Agreement to replace the first sentence in Section 2 – COMPENSATION due to a typographical error in the compensation dollar amount; and

WHEREAS, the Parties now desire to further amend the Agreement to provide on-going 24-hour, seven (7) days per week, on-call support, as well as preventative maintenance, periodic review of system components, and any necessary training support services to the Milpitas Police Department's Public Safety Dispatch Center Telecommunications System and Analog Radio System analog radio system.

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

1. Delete sentence one of Section 2 – COMPENSATION of the original Agreement and replace it with the following language:

"City hereby agrees to pay Consultant a guaranteed maximum price not to exceed **Three Hundred Sixty-One Thousand Nine Hundred Sixty Dollars and Zero Cents (\$361,960.00)** for all services to be performed and reimbursable costs incurred under this Agreement."

2. Delete sentence one of Section 8.2 – EXTENSION of the original Agreement and replace it with the following language:

"City may, in its sole and exclusive discretion, extend the end date of this Agreement for up to three (3) additional one (1) year options beyond that provided for in subsection 1.1."

3. Exhibit B "Compensation Schedule" is hereby deleted and replaced in its entirety with Exhibit B -1 – Compensation Schedule (Revised)" attached hereto and incorporated herein by this reference.

4. Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. This Amendment is executed as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

DARYL D. JONES, INC.

Julie Edmonds-Mares
City Manager

Signature of Authorized Representative

Approved As
To Form:

Name of Authorized Representative

Christopher Diaz
City Attorney

Title of Authorized Representative

Approved As
To Content:

Jane Corpus
Interim Director of Financial Services

Approved As
To Scope:

Armando Corpuz
Chief of Police

Prepared for the City of Milpitas
Facilities Management And Maintenance Quotation for 2018-2020

Revised: 02/15/2019

CONSOLE EQUIPMENT	Quantity	Monthly Cost Each	Monthly Total
Zetron Model 4048 with dual power supply	1	\$190	\$190
Zetron dual channel control card	15	\$38	\$570
Zetron Model 4217T CRT operator position*	6	\$160	\$960
Zetron 950-9695 console interface card	6	\$22	\$132
Zetron radio/telephone headset interface	12	\$18	\$216
Zetron 702-9105 aux I/O card	4	\$18	\$72
	Total >>		<u>\$2,140</u>

*Note: Repairs to touchscreen computer displays are excluded from the fixed-fee agreement. Repairs will be made on a "time and materials" basis.

PD-1 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF Motorola Quantar duplex base station	3	\$148	\$444
UHF Motorola AstroTac receiver	2	\$60	\$120
Motorola Digitac voter/comparator	1	\$165	\$165
Site select relay system	1	\$8	\$8
	Total >>		<u>\$737</u>

PD-3 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF Motorola Quantar duplex base station	3	\$148	\$444
UHF Motorola AstroTac receiver	2	\$60	\$120
Motorola Digitac voter/comparator	1	\$165	\$165
Site select relay system	1	\$8	\$8
	Total >>		<u>\$737</u>

FD-1 SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF Motorola MTR2000 duplex base station	3	\$145	\$435
UHF Motorola MTR2000 receiver	2	\$60	\$120
Motorola Digitac voter/comparator	1	\$165	\$165
Site select relay system	1	\$8	\$8
	Total >>		<u>\$728</u>

FIRE TAC SYSTEM	Quantity	Monthly Cost Each	Monthly Total
UHF Motorola MTR2000 duplex base station	2	\$145	\$290
UHF Motorola MTR2000 receiver	3	\$60	\$180
Motorola Digitac voter/comparator	1	\$165	\$165
Site select relay system	1	\$8	\$8
	Total >>		<u>\$643</u>

Prepared for the City of Milpitas
Facilities Management And Maintenance Quotation for 2018-2020

Revised: 02/15/2019

DPW SYSTEM	Quantity	Monthly Cost Each	Monthly Total
800 Motorola MTR2000 duplex base station	2	\$145	\$290
Site select relay system	1	\$8	\$8
		Total >>	<u>\$298</u>

MONITOR RECEIVERS	Quantity	Monthly Cost Each	Monthly Total
Motorola CDM750 monitor receiver	2	\$12	\$24
Kenwood 800 MHz monitor receiver	1	\$12	\$12
Motorola 800 MHz Spectra trunked monitor	3	\$35	\$105
GE Phoenix monitor receiver	1	excluded	excluded
Monitor receiver power supply	1	\$5	\$5
		Total >>	<u>\$146</u>

DIGITAL TRANSPORT BACKBONE	Quantity	Monthly Cost Each	Monthly Total
Adtran TSU-600 channel bank	6	\$145	\$870
		Total >>	<u>\$870</u>

MISCELLANEOUS EQUIPMENT	Quantity	Monthly Cost Each	Monthly Total
Motorola MTR-2000, White Channel (Hilton)	1	\$70	\$70
Motorola MTR-2000, Blue Channel (Hilton)	1	\$70	\$70
Motorola CDM 750, low-band, LawNet	0	excluded	excluded
Motorola CDM 750, low-band, RedNet	0	excluded	excluded
Uninterruptable Power System UPS	?	excluded	excluded
Netbotz network monitoring device	3	\$20	\$60
		Total >>	<u>\$200</u>

FIRE STATION ALERTING SYSTEM	Quantity	Monthly Cost Each	Monthly Total
Station alerting - shared resources	1	\$355	\$355
Station alerting - Station-1	1	\$205	\$205
Station alerting - Station-2	1	\$140	\$140
Station alerting - Station-3	1	\$140	\$140
Station alerting - Station-4	1	\$140	\$140
		Total >>	<u>\$980</u>

Prepared for the City of Milpitas
Facilities Management And Maintenance Quotation for 2018-2020

Revised: 02/15/2019

SUMMARY

**Monthly
Total**

CONSOLE EQUIPMENT	\$2,140
PD-1 SYSTEM	\$737
PD-3 SYSTEM	\$737
FD-1 SYSTEM	\$728
FIRE TAC SYSTEM	\$643
DPW SYSTEM	\$298
MONITOR RECEIVERS	\$146
DIGITAL TRANSPORT BACKBONE	\$870
MISCELLANEOUS EQUIPMENT	\$200
FIRE STATION ALERTING SYSTEM	<u>\$980</u>

Monthly Total	\$7,479
Less 10% for 5 year commitment	<u>\$0</u>
Monthly Total With Discount	\$7,479

Annual Total With Discount \$89,748

Item Attachment Documents:

- C15. Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six (6) Firefighters.

DC Rick Frawley, 408-586-2824

Recommendation:

Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six (6) Firefighters.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six (6) Firefighters.
Category:	Consent Calendar-Public Safety
Meeting Date:	3/19/2019
Staff Contact:	DC Rick Frawley, 408-586-2824
Recommendation:	Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six (6) Firefighters.

Background:

The Fire Department proposes to submit an application to the Federal Emergency Management Agency (FEMA) for funding through the Staffing for Adequate Fire and Emergency Response (SAFER) program. This funding will be used to hire additional line (operational) firefighters. The firefighters will be assigned to fire apparatus on each shift to augment existing staffing at the discretion of the Fire Chief pursuant to identified risks. The primary goal of the additional staffing will be to improve compliance with NFPA 1710 pursuant to the stated SAFER program goals and in accordance with industry best practices to improve firefighter safety and health. These personnel will help support ambulance deployment. If the grant funds are approved within the application period of the next six months, the City Council will have the discretion of approving or rejecting the funds without obligation to the grant issuing agency (FEMA).

The SAFER grant is a three year grant with numerous restrictions and requirements that will be detailed below. The grant will pay for the salary and benefits for newly hired firefighters at a rate of 75% of actual costs the first two years and 35% of actual costs in the third year. The costs during the grant as well as after the expiration of the grant have been detailed in the fiscal impact section below.

The grant application due date is March 22, 2019 and the FEMA grant program office anticipates making awards starting in July of 2019. If the grant is awarded the start of the period of performance is 180 days following date of award, however, an amendment to begin the period of performance early is allowable.

Analysis:

In 2018, the City of Milpitas was successful in applying for and securing funding through the SAFER grant process for six (6) Firefighters. These personnel are currently in the fire academy and are expected to serving on line fire apparatus in June of 2019.

The projected deployment of the transport capable rescue ambulance in 2019 will facilitate the need for increased staffing levels to ensure the deployment of resources, flexibility in supporting regional mutual aid resources, and provide for a safer working environment for first responders. The proposed Firefighters will be added to each shift to increase existing daily staffing. The current staffing levels would increase to support increased fire suppression personnel and deployment of the transport capable ambulance.

Policy Alternatives:

Alternative 1: Elect to not move forward with authorizing the grant application.

Pros: The decision to not move forward with the grant application would reduce the fiscal impact of fourth year of employment for the newly hired personnel. At the completion of the grant, the City would not have the fiscal support of the grant. While the application for the grant does not constitute a guarantee of acceptance nor an obligation of approval, the option of grant acceptance by the City Council would offer greater flexibility in strategic planning and emergency deployment.

Cons: The decision to not move forward with the grand application would limit options for additional staffing in the Fire Department. While continued analysis of staffing options continues in the current Fire Department assessment (Standards of Coverage), the ability to on board additional entry level Firefighters at a reduced general fund impact would be beneficial for emergency response in the community.

Reason not recommended: Not Applicable.

Fiscal Impact:

The SAFER grant is a three year grant with restrictions and requirements. The grant will pay for the salary and benefits for newly hired firefighter at a rate of 75% of actual costs the first two years and 35% of actual costs in the third year. The costs during the grant as well as after the expiration of the grant have been detailed in the fiscal impact section below.

The City is responsible for 100% of the costs after the third year, but is not required to maintain the positions after the third year as a condition of receiving SAFER grant funding. The projected cost to maintain six (6) firefighter in year four, after the three-year grant term ends, is approximately \$1.7 million for salary and benefits and will need to be incorporated into future operating budgets if the City wishes to maintain the positions.

If grant is approved, staff will return to Council for a budget amendment to the Fire Department's operating budget.

Six Firefighters

Budget Matrix					
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total Grant Period	Fourth 12-Month Period (after grant ends)
Personnel*	697,555	697,555	697,555	2,092,665	894,142
Benefits*	591,463	591,463	591,463	1,774,389	822,896
Additional City Costs	\$0	134,992	286,011	421,003	1,717,038
Total Cost:	1,289,018	1,424,010	1,575,029	4,288,057	1,717,038
Total City Share**	322,254	457,247	1,123,873	1,903,374	1,717,038
Total Federal Share	\$966,763	\$966,763	\$451,156	\$2,384,683	\$0

*grant-eligible personnel and benefits costs

**includes nonreimbursable costs

California Environmental Quality Act:

Not Applicable.

Recommendation:

Authorize the Milpitas Fire Department to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six (6) Firefighters.

Attachment:

SAFER Staff Report



MEMORANDUM

Milpitas Fire Department

To: Fire Chief Brian Sherrard
Cc: City Manager Edmonds-Mares
From: Deputy Fire Chief Rick Frawley
Subject: Fire Department SAFER Grant Application

Date: March 11, 2019

Executive Summary

The Fire Department proposes to submit an application to the Federal Emergency Management Agency (FEMA) for funding through the Staffing for Adequate Fire and Emergency Response (SAFER) program. This funding will be used to hire additional line (operational) firefighters. The firefighters will be assigned to fire apparatus on each shift to augment existing staffing at the discretion of the Fire Chief pursuant to identified risks. The primary goal of the additional staffing will be to improve compliance with NFPA 1710 pursuant to the stated SAFER program goals and in accordance with industry best practices to improve firefighter safety and health.

The SAFER grant is a three year grant with numerous restrictions and requirements that will be detailed below. The grant will pay for the salary and benefits for newly hired firefighters at a rate of 75% of actual costs the first two years and 35% of actual costs in the third year. The costs during the grant as well as after the expiration of the grant have been detailed in the fiscal impact section below.

The grant application due date is March 22nd, 2019 and the FEMA grant program office anticipates making awards starting in July of 2019. If the grant is awarded the start of the period of performance is 180 days following date of award, however, an amendment to begin the period of performance early is allowable.

SAFER Grant Overview

The purpose of SAFER is to provide funding directly to fire departments and national, state, local, or federally recognized tribal organizations representing the interests of volunteer firefighters to assist them in increasing the number of firefighters to help communities meet industry minimum standards.

Hiring of Firefighters Activity grants provide financial assistance to help fire departments hire new firefighters. The goal is to assist departments to improve staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes, providing protection from fire and fire-related hazards in their communities. This activity provides three-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions.

The salary and associated benefits (actual payroll expenses) for the SAFER-funded positions are eligible. Costs are reimbursable if they are included as part of the standard new hire package, available to all operational firefighter positions, and contractually obligated.

The federal portion of grant funds for years one, two, and three is based on the usual annual cost of a first-year (i.e. entry-level) firefighter in your department at the time the grant application was submitted. There is no funding available for increases in salary and benefits during the three year period of performance. Fair Labor Standards Act (FLSA) mandated overtime is an eligible expense, but overtime for minimum staffing, training and other activities is not eligible.

Only firefighters hired after the date of award are eligible for funding.

During the grant period of performance, recipients of the FY 2018 SAFER Hiring of Firefighters Activity grant are required to maintain their staffing at the level that existed at the time of the award offer, in addition to the SAFER-funded positions. Once awarded, grant recipients under the Hiring of Firefighters Activity must submit a current (pre-SAFER) roster listing all paid operational/firefighting personnel in support of NFPA 1710 or NFPA 1720, who are in full-time positions on the date of the award offer. The program office will work with a grant recipient to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER-funded positions. Once this is established, grant recipients must agree to maintain this number throughout the grant period of performance by taking active and timely steps to fill any vacancies. There is no obligation to retain the firefighters after the three year period of performance has ended.

Staffing Needs

In 2018, the City of Milpitas was successful in applying for and securing funding through the SAFER grant process for six (6) Firefighters. These personnel are currently in the fire academy and are expected to serving on line fire apparatus in June of 2019. The projected deployment of the transport capable rescue ambulance in 2019 will facilitate a need for increased staffing levels to ensure deployment of resources, support flexibility in mutual aid resources, and provide for a safer working environment for first responders.

Initial Deployment Strategy

The newly hired firefighters will be added to each shift to increase existing daily staffing. The current staffing levels would increase to support increased fire suppression personnel and deployment of the transport capable ambulance.

Budget/Cost

The following represents the cost projections for the new firefighters for each year of the SAFER period of performance plus the year after the grant funding expires. Each matrix represents the cost for hiring a specific number of firefighters.

The SAFER grant only reimburses for costs based on the anticipated salary and benefits for a first year firefighter and there is no provision for cost recovery for step increases, contractual raises or benefit increases. This will result in a slight annual cost increase to the City above the grant mandated cost share. This anticipated increase is reflected below the charts.

The cost basis used for the grant application will be for a first year firefighter paramedic resulting in a higher reimbursement rate and higher cost match in each of the following budget years. Additionally, the cost basis was calculated with the following assumptions:

- Family health insurance rate
- Lateral firefighter with classic PERS

If staffing needs allow for the hiring of firefighters without paramedic certification or entry level firefighters without classic PERS and family health plans the cost savings may help offset the annual cost of living increases and/or anticipated benefit increases, but the grant program guidance is not clear on whether this will be allowed.

The following budget projections outline potential savings relative to SAFER staffing options:

Six Firefighters

Budget Matrix					
	First 12-Month Period	Second 12-Month Period	Third 12-Month Period	Total Grant Period	Fourth 12-Month Period (after grant ends)
Personnel*	697,555	697,555	697,555	2,092,665	894,142
Benefits*	591,463	591,463	591,463	1,774,389	822,896
Additional City Costs	\$0	134,992	286,011	421,003	1,717,038
Total Cost:	1,289,018	1,424,010	1,575,029	4,288,057	1,717,038
Total City Share**	322,254	457,247	1,123,873	1,903,374	1,717,038
Total Federal Share	\$966,763	\$966,763	\$451,156	\$2,384,683	\$0

*grant-eligible personnel and benefits costs

**includes nonreimbursable costs

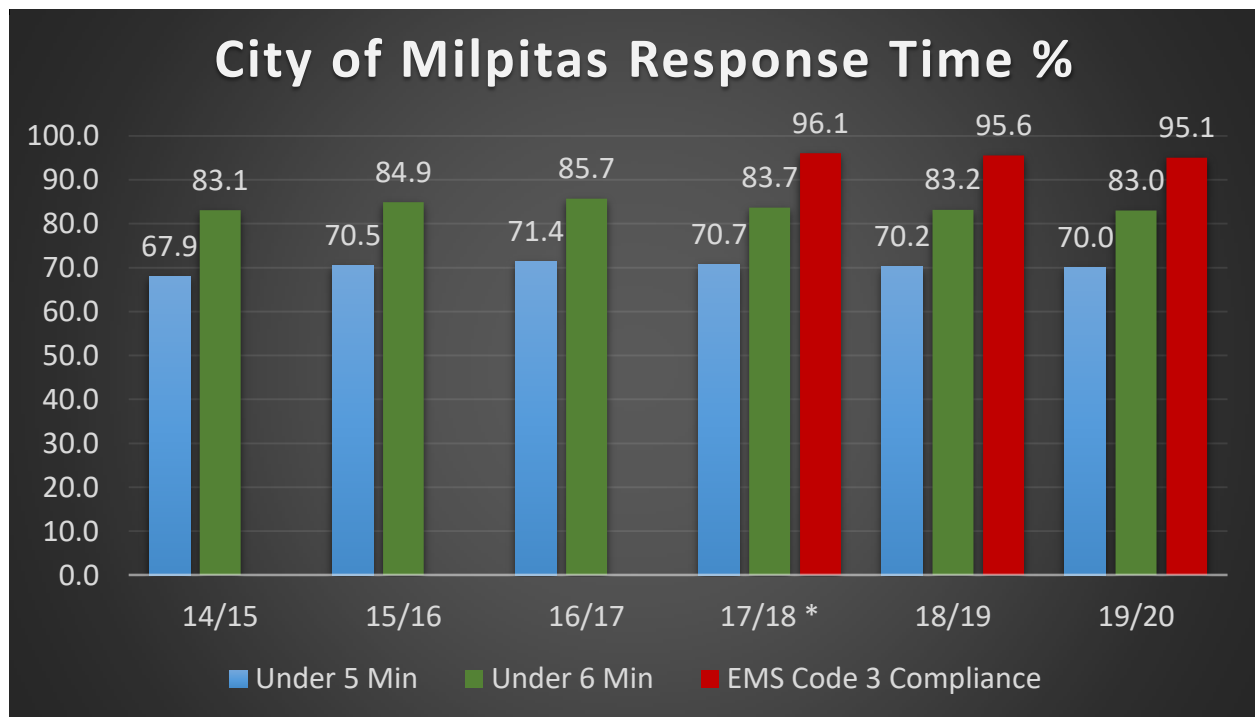
Summary and Recommendation

While compliance with NFPA 1710 is not mandatory it remains the industry best practice that substantially impacts fire response and efficiency on the emergency scene. Quantifiable scientific studies conducted by independent organizations support this contention. There may be some cost savings in the overtime rates within the organization based upon the additional minimum staffing levels and increased relief personnel.

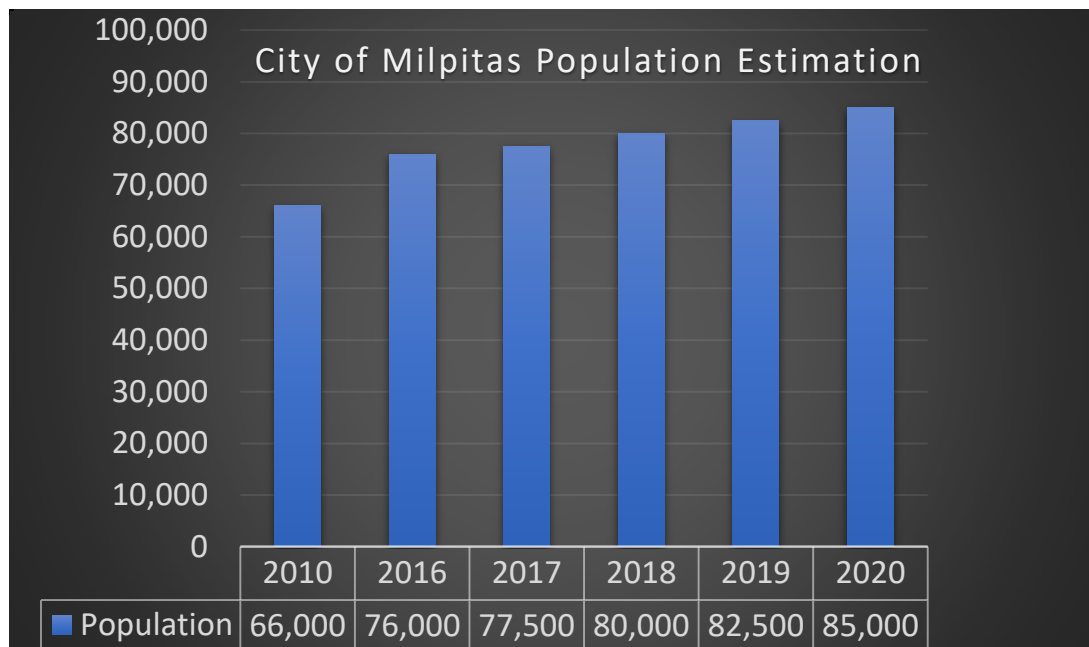
The current five year plan in the fire department is contingent on modest staffing increases to meet increases levels of demand for service. In the short term, SAFER grant funding represents a significant offset to the fiscal impact of the additional firefighters to the City general fund. It is the recommendation of Fire staff that the Milpitas Fire Department be authorized to submit an application to the Department of Homeland Security for consideration of funding under the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the hiring of six (6) limited term Firefighters. The grant specifies the limited term language to acknowledge that permanent staffing would become a City of Milpitas general fund obligation.

Supplemental Information

Current and Projected Population, Performance Metrics and Response Times



Population Estimates

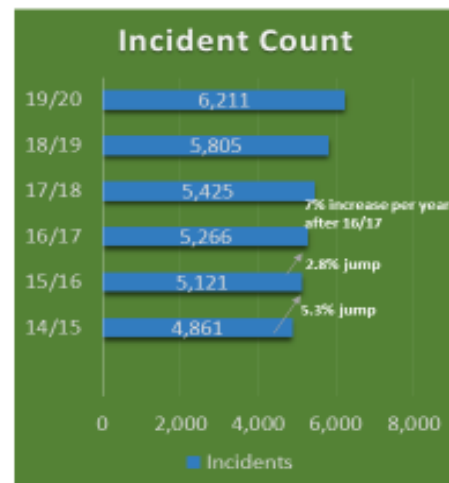


Incident Volume

Fire Department Performance Measures

Year	Incident Count	EMS Care	Total Fires
19/20 **	6,211	4,442	164
18/19 **	5,805	4,152	153
17/18 *	5,425	3,880	143
16/17	5,266	3,768	127
15/16	5,121	3,580	163
14/15	4,861	3,446	139

* 17/18 Estimate
** Projections



Apparatus Response Summary

Fire Department Apparatus Response Summary

Year	Station 1 BC, E86, T86, USAR	Station 2 E87	Station 3 E88	Station 4 T89	Year	Station 1 BC, E86, T86, USAR, Ambulance	Station 2 E87	Station 3 E88	Station 4 E89
FY 17-18	3,972	1,686	1,727	902	FY 20-21	10,341	2,065	2,115	1,105
FY 16-17	3,712	1,576	1,614	843	FY 19-20	9,665	1,930	1,977	1,033
FY 15-16	3,583	1,647	1,611	793	FY 18-19	9,033 *	1,804	1,848	965
FY 14-15	3,059	1,670	1,541	950	* If Ambulance in service 07/01/2018				
					7% increase annually following 16/17				

Specific Incident Types

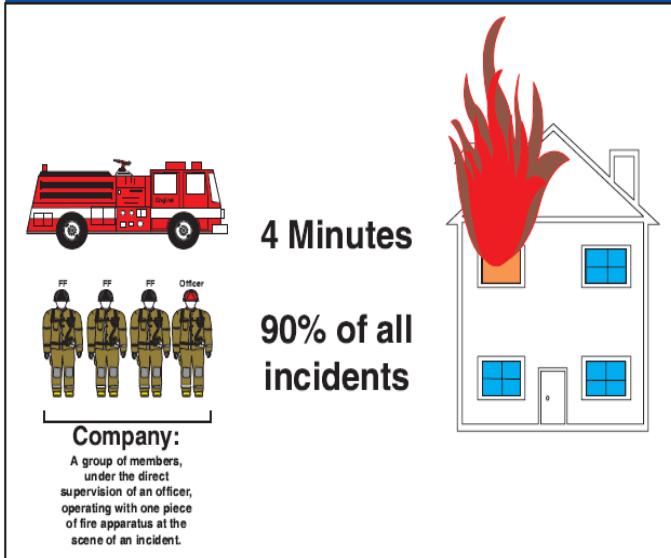
Fire Department Specific Calls

Year	Motor Vehicle Accidents w/injuries	Motor Vehicle Pedestrian Accidents	Hazardous Conditions (No fire)	Building Fires
FY 19-20	325	31	126	19
FY 18-19	304	29	118	18
FY 17-18	284	27	110	17
FY 16-17	265	25	103	16
FY 15-16	220	26	93	16
FY 14-15	231	35	79	13



NFPA 1710 and National Institute of Standards and Technology Study

FIGURE 3-4. INITIAL ARRIVING COMPANY



Initial Full Alarm Minimum Requirements The standard indicates that a fire department shall have the capability to deploy an initial full-alarm assignment within the eight-minute (480 seconds) response time. The number of people required falls between 15 and 17, depending on if an aerial is used, and/or if two pumpers are being used to provide for a continuous water supply.

The following is a list of a few of the required functions for the benchmark fire defined in the standard and the number of personnel required to be deployed to perform these functions:

- Incident command shall be established outside of the hazard area for the overall coordination and direction of the initial full alarm assignment. A minimum of one individual shall be dedicated to this task.
- The supervisory chief officer shall have a staff aide deployed to them for purposes of incident management and accountability at emergency incidents.
- A safety officer shall be dispatched to an initial full-alarm assignment when significant risks to fire fighters are present and shall be deployed to all emergencies that go beyond an initial full-alarm assignment to ensure that the health and safety system is established at the emergency incident. A minimum of one individual shall be dedicated to this task.
- One support person shall be provided for each attack and backup line deployed to accomplish hydrant hookup and assist in line lays, utility control and forcible entry.
- A minimum of one ventilation team shall be part of an initial full alarm assignment. Each ventilation team shall consist of a minimum of two personnel.

The fire department shall have the capability for additional alarm assignments that can provide for more personnel and services including the application of water to the fire; engagement in search and rescue, forcible entry, ventilation and preservation of property; accountability for personnel; and provision of support activities for those situations that are beyond the capability of the initial full-alarm assignment.

NFPA 1710 was first released in 2001 and contains staffing standards for predominantly career departments (NFPA 1720 addresses volunteer and combination departments) pertaining to the organization and deployment of firefighting operations. In their guidelines, both NFPA 1710 and the NIST study use a typical 2,000-square-foot, two-story, single-family, residential structure as their structural example.

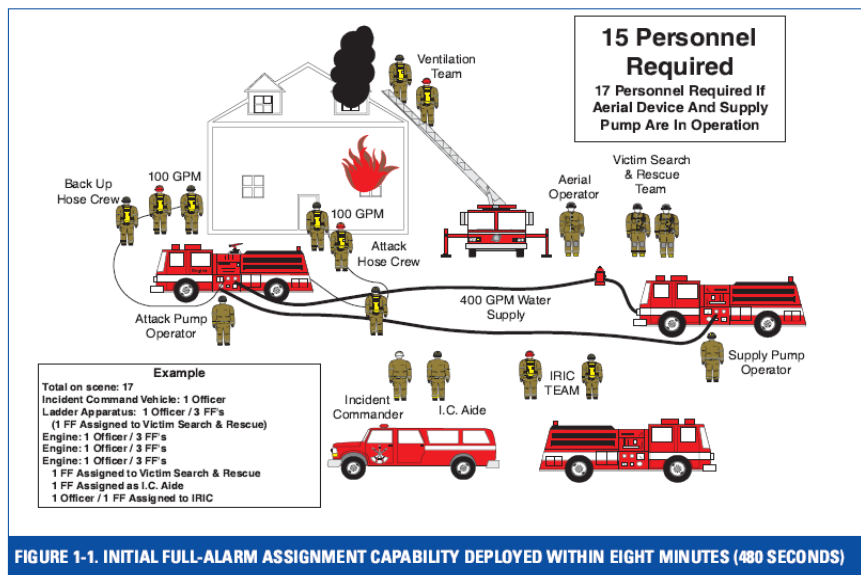
With relation to engine company ops, the NFPA standard discusses turnout time, travel time and arrival time of the initial full assignment; it also details the number of firefighters that should be assigned to each type of apparatus and their expected roles on the fireground.

NIST's Report on Residential Fireground Field Experiments also investigated the effects of varying crew size, arrival time, response time, overall task completion and the interior tenability of the structure, and it resulted in proving the effectiveness of four-person staffing as recommended by NFPA 1710.

Again, this study used the same "typical" 2,000-square-foot, two-story, single-family dwelling example used in the NFPA standard. Specifically, NIST constructed a 2,000-square-foot burn building and performed multiple experimental evolutions using Engine Company staffing levels that ranged from two to five personnel.

A landmark study released by the National Institute of Standards and Technology (NIST) shows that the size of firefighting crews has a substantial effect on the fire service's ability to protect lives and property in residential fires.

Conducted by a broad coalition in the scientific, firefighting and public safety communities, the study results found that four-person firefighting crews were able to complete 22 essential firefighting and rescue tasks in a typical residential structure 30 percent faster than two-person crews and 25 percent faster than three-person crews.



Item Attachment Documents:

C16. Consider Mayor's Recommendation and Move to Re-appoint One Commissioner on the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)

Recommendation: Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Ed Smythe to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider Mayor's Recommendation and Move to Re-appoint One Commissioner on the Milpitas Veterans Commission (Contact: Mayor Tran, 408-586-3029)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/19/2019
Staff Contact:	Mayor Rich Tran, 408-586-3029
Recommendation:	Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Ed Smythe to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.

Background:

Terms of service on the Milpitas Veterans Commission last for three years, according to the by-laws. Currently serving Commissioners have terms that expired at the end of February 2019. Those seeking re-appointment shall contact the Mayor directly to make a request for reappointment. Mayor Tran received such request from Commissioner Edward Smythe who was first appointed to the Commission on June 5, 2018 (into a then-vacant seat). The Mayor now recommends Mr. Smythe for re-appointment to serve a full term of three years on the 7-member Veterans Commission, to a term that will expire in February of 2022.

Recommendation:

Receive Mayor Tran's recommendation, and move to re-appoint Commissioner Ed Smythe to the Milpitas Veterans Commission to new 3-year term that will expire in February of 2022.

Attachment: none

Item Attachment Documents:

- C17. Authorize Letter of Support for ACA 1 (Aguiar-Curry, D): Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval

Ashwini Kantak, Assistant City Manager 408-586-3053

Recommendation:

Authorize the City Manager to issue a letter of support for ACA 1 (Aguiar-Curry, D): *Local government financing: affordable housing and public infrastructure: voter approval* to state legislators and representative at the League of California Cities



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize Letter of Support for ACA 1 (Aguiar-Curry, D): Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	3/19/2019
Staff Contact:	Ashwini Kantak, Assistant City Manager 408-586-3053
Recommendation:	Authorize the City Manager to issue a letter of support for ACA 1 (Aguiar-Curry, D): <i>Local government financing: affordable housing and public infrastructure: voter approval</i> to state legislators and representative at the League of California Cities

Background:

The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. ACA 1 (Aguiar-Curry, D): *Local government financing: affordable housing and public infrastructure: voter approval* would, if approved, create an additional exception to the 1% limit that would authorize a city, county, or city and county to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55 percent of the voters of the city, county, or city and county. The proposition also includes specified accountability requirements.

The League of California Cities has already expressed their support of the proposed bill.

Analysis:

Maintaining and improving local infrastructure and having an adequate supply of affordable housing is critical for local economic development and quality of life. However, a major discrepancy exists between state and local governments when seeking voter approval for such investments. When the state seeks voter approval for a statewide measure – such as past voter approvals of measures to extend the income tax or the recently approved housing bond – it requires a simple majority, but when a city or county seeks voter approval for a similar investment they face a stringent two-thirds vote threshold.

The law, however, is different for school construction. Nearly 20 years ago, the state's voters agreed (Prop. 39 of 2000) that the two-thirds threshold was too strict for investments in school construction and lowered that threshold to 55 percent. That model has worked well over the past two decades. Cities need similar flexibility when seeking voter approval for investments in public infrastructure and affordable housing.

ACA 1 offers voters in 2020 an opportunity to consider treating investments in local infrastructure and affordable housing in a similar manner as schools. California voters have demonstrated – through their past approval of major state school, housing, and water bonds – that they understand the importance of investing in their future. If ACA 1 passes, it will provide voters with an opportunity to weigh in on local investments on infrastructure and affordable housing – issues that are so critical to the state's future, prosperity and quality of life and one of the City Council's top priorities.

Fiscal Impact:

There is no direct fiscal impact with issuing a letter of support for ACA 1; however, if approved by the voters, it would provide a more practical approach to having a revenue generating ballot measure in future elections to help fund infrastructure and affordable housing projects.

Recommendation:

Authorize the City Manager to issue a letter of support for ACA 1 (Aguiar-Curry, D): *Local government financing: affordable housing and public infrastructure: voter approval* to state legislators and representatives at the League of California Cities.

Attachments:

1. Letter of Support for ACA 1 (Aguiar-Curry, D): Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval
2. Proposed ACA 1 Bill



CITY OF MILPITAS

OFFICE OF THE CITY MANAGER

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3050, FAX: 408-586-3056, www.ci.milpitas.ca.gov

March 20, 2019

The Honorable Cecilia Aguiar-Curry
California State Assembly
State Capitol Building, Room 5144
Sacramento, CA 95814

RE: **ACA 1 (Aguiar-Curry). Local government financing: Affordable housing and public infrastructure: voter approval.**
Notice of SUPPORT

Dear Assembly Member Aguiar-Curry,

The City of Milpitas is pleased to support your bill, ACA 1, which would lower the voter threshold requirements for special taxes by a local government for the purpose of providing funding for affordable housing and public infrastructure projects from 2/3rds approval to 55% approval.

As you know, local governments have widespread and urgent infrastructure needs and the high cost of housing in the state is well-documented. Local communities need additional flexibility to promote the development of affordable housing close to jobs and to continue to provide critical infrastructure for a better quality of life.

ACA 1 provides the voters an opportunity to consider treating investments in local infrastructure and affordable housing in a similar manner as schools. California voters have demonstrated through their past approval of major state school, housing, and water bonds, that they understand the importance of investing in their future.

Thank you for your leadership and let's pass ACA 1 to provide voters with an opportunity to weigh in on local investments on infrastructure and affordable housing – issues that are so critical to the state's future, prosperity and quality of life.

For these reasons, the City of Milpitas supports ACA 1 (Aguiar-Curry).

Sincerely,

Julie Edmonds-Mares
City Manager
City of Milpitas

cc: Senator Bob Wieckowski (via email)
Assemblymember Kansen Chu (via email)
Seth Miller, Peninsula Division (via email)
Meg Desmond, League of California Cities, cityletters@cacities.org

Assembly Constitutional Amendment

No. 1

Introduced by Assembly Member Aguiar-Curry
(Coauthors: Assembly Members Chiu, Eggman, Eduardo Garcia,
Gloria, McCarty, Mullin, Santiago, and Ting)

December 3, 2018

Assembly Constitutional Amendment No. 1—A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Sections 1 and 4 of Article XIII A thereof, by amending Section 2 of, and by adding Section 2.5 to, Article XIII C thereof, by amending Section 3 of Article XIII D thereof, and by amending Section 18 of Article XVI thereof, relating to local finance.

LEGISLATIVE COUNSEL'S DIGEST

ACA 1, as introduced, Aguiar-Curry. Local government financing: affordable housing and public infrastructure: voter approval.

(1) The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions.

This measure would create an additional exception to the 1% limit that would authorize a city, county, or city and county to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

(2) The California Constitution conditions the imposition of a special tax by a local government upon the approval of $\frac{2}{3}$ of the voters of the

local government voting on that tax, and prohibits these entities from imposing an ad valorem tax on real property or a transactions or sales tax on the sale of real property.

This measure would authorize a local government to impose, extend, or increase a sales and use tax or transactions and use tax imposed in accordance with specified law or a parcel tax, as defined, for the purposes of funding the construction, rehabilitation, or replacement of public infrastructure or affordable housing, if the proposition proposing that tax is approved by 55% of its voters voting on the proposition and the proposition includes specified accountability requirements. This measure would also make conforming changes to related provisions.

(3) The California Constitution prohibits specified local government agencies from incurring any indebtedness exceeding in any year the income and revenue provided in that year, without the assent of $\frac{2}{3}$ of the voters and subject to other conditions. In the case of a school district, community college district, or county office of education, the California Constitution permits a proposition for the incurrence of indebtedness in the form of general obligation bonds for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, to be adopted upon the approval of 55% of the voters of the district or county, as appropriate, voting on the proposition at an election.

This measure would similarly lower to 55% the voter-approval threshold for a city, county, or city and county to incur bonded indebtedness, exceeding in any year the income and revenue provided in that year, that is in the form of general obligation bonds issued to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing projects, if the proposition proposing that bond includes specified accountability requirements.

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: no.

State-mandated local program: no.

- 1 *Resolved by the Assembly, the Senate concurring,* That the
- 2 Legislature of the State of California at its 2017–18 Regular
- 3 Session commencing on the fifth day of December 2016, two-thirds
- 4 of the membership of each house concurring, hereby proposes to
- 5 the people of the State of California, that the Constitution of the
- 6 State be amended as follows:

1 First—That Section 1 of Article XIII A thereof is amended to
2 read:

3 SECTION 1. (a) The maximum amount of any ad valorem
4 tax on real property shall not exceed ~~One 1 percent (1%)~~ of the
5 full cash value of ~~such that~~ property. The ~~one 1 percent (1%)~~ tax
6 ~~to~~ shall be collected by the counties and apportioned according to
7 law to the districts within the counties.

8 (b) The limitation provided for in subdivision (a) shall not apply
9 to ad valorem taxes or special assessments to pay the interest and
10 redemption charges on any of the following:

11 (1) Indebtedness approved by the voters ~~prior to~~ *before* July 1,
12 1978.

13 (2) Bonded indebtedness ~~for~~ *to fund* the acquisition or
14 improvement of real property approved on or after July 1, 1978,
15 by two-thirds of the votes cast by the voters voting on the
16 proposition.

17 (3) Bonded indebtedness incurred by a school district,
18 community college district, or county office of education for the
19 construction, reconstruction, rehabilitation, or replacement of
20 school facilities, including the furnishing and equipping of school
21 facilities, or the acquisition or lease of real property for school
22 facilities, approved by 55 percent of the voters of the district or
23 county, as appropriate, voting on the proposition on or after ~~the~~
24 ~~effective date of the measure adding this paragraph. November 8,~~
25 *2000*. This paragraph shall apply only if the proposition approved
26 by the voters and resulting in the bonded indebtedness includes
27 all of the following accountability requirements:

28 (A) A requirement that the proceeds from the sale of the bonds
29 be used only for the purposes specified in ~~Article XIII A, Section~~
30 ~~1(b)(3); this paragraph~~, and not for any other purpose, including
31 teacher and administrator salaries and other school operating
32 expenses.

33 (B) A list of the specific school facilities projects to be funded
34 and certification that the school district board, community college
35 board, or county office of education has evaluated safety, class
36 size reduction, and information technology needs in developing
37 that list.

38 (C) A requirement that the school district board, community
39 college board, or county office of education conduct an annual,

1 independent performance audit to ensure that the funds have been
2 expended only on the specific projects listed.

3 (D) A requirement that the school district board, community
4 college board, or county office of education conduct an annual,
5 independent financial audit of the proceeds from the sale of the
6 bonds until all of those proceeds have been expended for the school
7 facilities projects.

8 (4) (A) *Bonded indebtedness incurred by a city, county, or city
9 and county for the construction, reconstruction, rehabilitation, or
10 replacement of public infrastructure or affordable housing, or the
11 acquisition or lease of real property for public infrastructure or
12 affordable housing, approved by 55 percent of the voters of the
13 city, county, or city and county as appropriate, voting on the
14 proposition on or after the effective date of the measure adding
15 this paragraph. This paragraph shall apply only if the proposition
16 approved by the voters and resulting in the bonded indebtedness
17 includes all of the following accountability requirements:*

18 (i) *A requirement that the proceeds from the sale of the bonds
19 be used only for the purposes specified in this paragraph, and not
20 for any other purpose, including city, county, or city and county
21 employee salaries and other operating expenses.*

22 (ii) *A list of the specific projects to be funded, and a certification
23 that the city, county, or city and county has evaluated alternative
24 funding sources.*

25 (iii) *A requirement that the city, county, or city and county
26 conduct an annual, independent performance audit to ensure that
27 the funds have been expended only on the specific projects listed.*

28 (iv) *A requirement that the city, county, or city and county
29 conduct an annual, independent financial audit of the proceeds
30 from the sale of the bonds until all of those proceeds have been
31 expended for the public infrastructure or affordable housing
32 projects, as applicable.*

33 (v) *A requirement that the city, county, or city and county post
34 the audits required by clauses (iii) and (iv) in a manner that is
35 easily accessible to the public.*

36 (vi) *A requirement that the city, county, or city and county
37 appoint a citizens' oversight committee to ensure that bond
38 proceeds are expended only for the purposes described in the
39 measure approved by the voters.*

(B) For purposes of this paragraph, “affordable housing” shall include housing developments, or portions of housing developments, that provide workforce housing affordable to households earning up to 150 percent of countywide median income, and housing developments, or portions of housing developments, that provide housing affordable to lower, low-, or very low income households, as those terms are defined in state law.

(C) For purposes of this paragraph, “public infrastructure” shall include, but is not limited to, projects that provide any of the following:

- (i) Water or protect water quality.
- (ii) Sanitary sewer.
- (iii) Treatment of wastewater or reduction of pollution from stormwater runoff.
- (iv) Protection of property from impacts of sea level rise.
- (v) Parks.
- (vi) Open space and recreation facilities.
- (vii) Improvements to transit and streets and highways.
- (viii) Flood control.
- (ix) Broadband Internet access service expansion in underserved areas.

(x) Local hospital construction.

(c) (1) Notwithstanding any other provisions of law or of this Constitution, ~~a school—districts, district, community college districts, and district, or county—office~~ office of education may levy a 55 percent vote ad valorem tax pursuant to paragraph (3) of subdivision (b).

(2) Notwithstanding any other provisions of law or this Constitution, a city, county, or city and county may levy a 55 percent ad valorem tax pursuant to paragraph (4) of subdivision (b).

Second—That Section 4 of Article XIII A thereof is amended to read:

SEC. 4. ~~Cities, Counties and special districts, Except as provided by Section 2.5 of Article XIII C, a city, county, or special district, by a two-thirds vote of the qualified electors of such district, its voters voting on the proposition, may impose special taxes on such district, a special tax within that city, county, or special district, except an ad valorem—taxes tax on real property~~

1 or a ~~transaction~~ *transactions* tax or sales tax on the sale of real
2 property within ~~such City, County~~ *that city, county*, or special
3 district.

4 Third—That Section 2 of Article XIII C thereof is amended to
5 read:

6 SEC. 2. ~~Local Government Tax Limitation.~~ Notwithstanding
7 any other provision of this Constitution:

8 (a) ~~All taxes~~ Any tax imposed by ~~any~~ a local government ~~shall~~
9 ~~be deemed to be~~ either a general ~~taxes~~ tax or a special ~~taxes~~.
10 ~~Special purpose districts tax. A special district or agencies, agency,~~
11 ~~including a school districts, shall have no power district, has no~~
12 ~~authority to levy a general taxes. tax.~~

13 (b) ~~No~~ A local government may *not* impose, extend, or increase
14 any general tax unless and until that tax is submitted to the
15 electorate and approved by a majority vote. A general tax ~~shall~~ is
16 ~~not be~~ deemed to have been increased if it is imposed at a rate not
17 higher than the maximum rate so approved. The election required
18 by this subdivision shall be consolidated with a regularly scheduled
19 general election for members of the governing body of the local
20 government, except in cases of emergency declared by a unanimous
21 vote of the governing body.

22 (c) Any general tax imposed, extended, or increased, without
23 voter approval, by any local government on or after January 1,
24 1995, and ~~prior to before~~ the effective date of this article, ~~shall~~
25 *may* continue to be imposed only if *that general tax is* approved
26 by a majority vote of the voters voting in an election on the issue
27 of the imposition, which election shall be held ~~within two years~~
28 ~~of the effective date of this article~~ *no later than November 6, 1996*,
29 and in compliance with subdivision (b).

30 (d) ~~No~~ Except as provided by Section 2.5, a local government
31 may *not* impose, extend, or increase any special tax unless and
32 until that tax is submitted to the electorate and approved by a
33 two-thirds vote. A special tax ~~shall~~ is ~~not be~~ deemed to have been
34 increased if it is imposed at a rate not higher than the maximum
35 rate so approved.

36 Fourth—That Section 2.5 is added to Article XIII C thereof, to
37 read:

38 SEC. 2.5. (a) The imposition, extension, or increase of a sales
39 and use tax imposed in accordance with the Bradley-Burns Uniform
40 Local Sales and Use Tax Law (Part 1.5 (commencing with Section

1 7200) of Division 2 of the Revenue and Taxation Code) or a
2 successor law, a transactions and use tax imposed in accordance
3 with the Transactions and Use Tax Law (Part 1.6 (commencing
4 with Section 7251) of Division 2 of the Revenue and Taxation
5 Code) or a successor law, or a parcel tax imposed by a local
6 government for the purpose of funding the construction,
7 reconstruction, rehabilitation, or replacement of public
8 infrastructure or affordable housing, or the acquisition or lease of
9 real property for public infrastructure or affordable housing, is
10 subject to approval by 55 percent of the voters in the local
11 government voting on the proposition, if both of the following
12 conditions are met:

13 (1) The proposition is approved by a majority vote of the
14 membership of the governing board of the local government.

15 (2) The proposition contains all of the following accountability
16 requirements:

17 (A) A requirement that the proceeds of the tax only be used for
18 the purposes specified in the proposition, and not for any other
19 purpose, including general employee salaries and other operating
20 expenses of the local government.

21 (B) A list of the specific projects that are to be funded by the
22 tax, and a certification that the local government has evaluated
23 alternative funding sources.

24 (C) A requirement that the local government conduct an annual,
25 independent performance audit to ensure that the proceeds of the
26 special tax have been expended only on the specific projects listed
27 in the proposition.

28 (D) A requirement that the local government conduct an annual,
29 independent financial audit of the proceeds from the tax during
30 the lifetime of that tax.

31 (E) A requirement that the local government post the audits
32 required by subparagraphs (C) and (D) in a manner that is easily
33 accessible to the public.

34 (F) A requirement that the local government appoint a citizens'
35 oversight committee to ensure the proceeds of the special tax are
36 expended only for the purposes described in the measure approved
37 by the voters.

38 (b) For purposes of this section, the following terms have the
39 following meanings:

(1) “Affordable housing” shall include housing developments, or portions of housing developments, that provide workforce housing affordable to households earning up to 150 percent of countywide median income, and housing developments, or portions of housing developments, that provide housing affordable to lower, low-, or very low income households, as those terms are defined in state law.

(2) “Parcel tax” means a special tax imposed upon a parcel of real property at a rate that is determined without regard to that property’s value and that applies uniformly to all taxpayers or all real property within the jurisdiction of the local government. “Parcel tax” does not include a tax imposed on a particular class of property or taxpayers.

(3) “Public infrastructure” shall include, but is not limited to, the projects that provide any of the following:

(A) Water or protect water quality.

(B) Sanitary sewer.

(C) Treatment of wastewater or reduction of pollution from stormwater runoff.

(D) Protection of property from impacts of sea level rise.

(E) Parks.

(F) Open space and recreation facilities.

(G) Improvements to transit and streets and highways.

(H) Flood control.

(I) Broadband Internet access service expansion in underserved areas.

(J) Local hospital construction.

Fifth—That Section 3 of Article XIII D thereof is amended to read:

~~SEC. 3. Property Taxes, Assessments, Fees and Charges Limited.~~ (a) ~~No~~ *An agency shall not assess a tax, assessment, fee, or charge shall be assessed by any agency* upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to Article XIII and Article XIII A.

(2) Any special tax receiving a two-thirds vote pursuant to Section 4 of Article XIII A ~~A~~ or *Section 2.5 of Article XIII C*.

(3) Assessments as provided by this article.

1 (4) Fees or charges for ~~property-related~~ *property-related* services
2 as provided by this article.

3 (b) For purposes of this article, fees for the provision of electrical
4 or gas service ~~shall are not be~~ deemed charges or fees imposed as
5 an incident of property ownership.

6 Sixth—That Section 18 of Article XVI thereof is amended to
7 read:

8 SEC. 18. (a) ~~No~~ A county, city, town, township, board of
9 education, or school district, shall *not* incur any indebtedness or
10 liability in any manner or for any purpose exceeding in any year
11 the income and revenue provided for ~~such~~ *that* year, without the
12 assent of two-thirds of the voters of the public entity voting at an
13 election to be held for that purpose, except that with respect to any
14 such public entity which is authorized to incur indebtedness for
15 public school purposes, any proposition for the incurrence of
16 indebtedness in the form of general obligation bonds for the
17 purpose of repairing, reconstructing or replacing public school
18 buildings determined, in the manner prescribed by law, to be
19 structurally unsafe for school use, shall be adopted upon the
20 approval of a majority of the voters of the public entity voting on
21 the proposition at such election; nor unless before or at the time
22 of incurring such indebtedness provision shall be made for the
23 collection of an annual tax sufficient to pay the interest on such
24 indebtedness as it falls due, and to provide for a sinking fund for
25 the payment of the principal thereof, on or before maturity, which
26 shall not exceed forty years from the time of contracting the
27 indebtedness.

28 (b) Notwithstanding subdivision (a), ~~on or after the effective~~
29 ~~date of the measure adding this subdivision, in the case of any~~
30 ~~school district, community college district, or county office of~~
31 ~~education, any proposition for the incurrence of indebtedness in~~
32 ~~the form of general obligation bonds for the construction,~~
33 ~~reconstruction, rehabilitation, or replacement of school facilities,~~
34 ~~including the furnishing and equipping of school facilities, or the~~
35 ~~acquisition or lease of real property for school facilities, for the~~
36 ~~purposes described in paragraph (3) or (4) of subdivision (b) of~~
37 ~~Section 1 of Article XIII A shall be adopted upon the approval of~~
38 ~~55 percent of the voters of the district or county, school district,~~
39 ~~community college district, county office of education, city, county,~~
40 ~~or city and county, as appropriate, voting on the proposition at an~~

1 election. This subdivision shall apply ~~only~~ to a proposition for the
2 incurrence of indebtedness in the form of general obligation bonds
3 for the purposes specified in this subdivision *only* if the proposition
4 meets all of the accountability requirements of paragraph (3) *or*
5 (4) of subdivision ~~(b)~~ (b), *as appropriate*, of Section 1 of Article
6 XIII A.

7 (c) When two or more propositions for incurring any
8 indebtedness or liability are submitted at the same election, the
9 votes cast for and against each proposition shall be counted
10 separately, and ~~when~~ *if* two-thirds or a majority or 55 percent of
11 the voters, as the case may be, voting on any one of those
12 propositions, vote in favor thereof, the proposition shall be deemed
13 adopted.

O

Item Attachment Documents:

18. Receive Report and Provide Comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study

Steve McHarris, 408-586-3059

Recommendation:

Receive report and provide comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Report and Provide Comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study
Category:	Community Development
Meeting Date:	3/19/2019
Staff Contact:	Steve McHarris, 408-586-3059
Recommendation:	Receive report and provide comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study.

Background:

The City of Milpitas provides essential city planning, building, and permitting services to both residents, businesses, and the development community. These services are performed by the following departments: Planning; Building and Housing; Engineering – Land Development; Public Works - Utilities Engineering; and Fire Prevention. In addition, the Office of Economic Development engages in business development and/or recruitment and permit expediting associated with such development activities. These departments and divisions serve under the general direction of the City Manager's office and are identified as the City's "Community Development Service Area".

City management has identified a need for addressing various organization and operational issues in order to best serve a 21st century Milpitas. For example, fee schedules for services provided by Planning, Building, Engineering, Public Works, and Fire Prevention are deficient having not received a comprehensive assessment in 15 years since 1994. As such, the City Council authorized the City Manager to Execute Contract with Matrix consulting group to conduct a Service Delivery/Organizational Assessment and Fee Study for the City's Community Development Service Area in November, 2018. The consultant work commenced in October 2018 with anticipated completion in May 2019.

Analysis:

Commencing in November 2018, Matrix consulting group have worked closely with staff in evaluating the current organization and developing a new development service delivery, organizational and operational structure for each of the department services, and a fee structure model for Planning, Building and Housing, Engineering, Public Works and Fire Prevention. The consultant has also worked with the Finance Department in developing a works in progress liability model and a permit refund process to assure conformity with accounting and finance best practices. Economic Development has been consulted with as a contributing entity within the CSA with particular support to the Planning and Building & Housing functions. Stakeholder outreach with the development community is ongoing and continues to be an important component of the study.

It is anticipated that outcomes from the proposed Service Delivery/Organizational Assessment and Fee Study will result in identifying key improvements in permitting and inspections performance, customer service, organizational structure, staffing efficiencies, cost recovery, and advanced city-wide planning along with potential opportunities for added resources amongst the departments, subject to Council review and approval. At the March 19, 2019 City Council meeting, staff and Matrix consultants will provide an overview of the CSA organization, key organizational and fee issues, and work plan items completed to date as outlined below

Background/Data Collection

- Document Review
- Stakeholder and Staff interviews
- Employee Survey
- Comparative City Survey
- Profile Current & Potential Fee Schedule for each Department

Analysis

- Comparative Survey Analysis
- Strengths, Weakness, Opportunities, Threats (SWOT) Development Review Analysis
- Best Management Practices Analysis
- Proposed Staffing Levels Analysis
- Evaluate Development Processes Flowcharts and Cycle Times
- Data Workshops with Staff
- Time Estimate Workshops for all Departments

The work items below remain in progress and will be reviewed with the City Council and Stakeholders over the coming weeks.

Analysis

- Total Cost Analysis and Annual Fee results

Report Preparation

- Recovery Revenue Report
- Draft Cost of Service Results & Recommendations
- Draft Report of Fees & Process Analysis
- Final Report Presentations to Stakeholders and City Council

A schedule for City Council and Stakeholder review has been developed to complete the assessment and incorporate fee study recommendations into the City's FY 19-20 Master Fee Schedule and Operating Budget, as follows:

City Council/Stakeholder Schedule	
Date	Service Delivery/Organizational Assessment and Fee Study Review
March 19	City Council status presentation, including background, draft findings to date, areas of proposed recommendation, and receive comments.
April 5	Developer Stakeholder Outreach - High level overview of the draft findings and summary of City Council comments, and working dialog.
April 16	City Council draft report review – Introduce the formal study, report findings and recommendations, and receive comments.
April 25	Developer Stakeholder Outreach – Final working dialog regarding findings, potential adjustments, and City Council comments.
April 30	City Council consideration - Receive report, recommendations, and consider adoption of proposed fee schedule.

Policy Alternatives:

Not applicable

Fiscal Impact:

Information item. Not a fiscal request.

California Environmental Quality Act:

This Project is statutorily exempt as it is not a project under the California Environmental Quality Act.

Recommendation:

Receive report and provide comments on the Community Development Service Area – Service Delivery/Organizational Assessment and Fee Study.

Attachments:

None

Item Attachment Documents:

19. Receive Police Staffing Assessment and Operations Report

Armando Corpuz, 408-586-2402

Recommendation:

Receive Police Staffing Assessment and Operations Report completed by the Center for Public Safety Management.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Police Staffing Assessment and Operations Report
Category:	Public Safety
Meeting Date:	3/19/2019
Staff Contact:	Armando Corpuz, 408-586-2402
Recommendation:	Receive Police Staffing Assessment and Operations Report completed by the Center for Public Safety Management.

Background:

The Milpitas Police Department commissioned the Center for Public Safety Management (CPSM), LLC to conduct a staffing needs assessment and operations evaluation. In December 2018, the CPSM team spent three days in Milpitas to interview personnel, assemble focus groups, and review on-site operations. CPSM has analyzed available data and reviewed staff workload.

The CPSM team found that morale in the police department is high among employees and, overall, the Department provides high level of law enforcement services. However, the project focus was to identify staffing needs and operational areas in need of improvement. The CPSM team provided 83 recommended changes in police staffing and operations. Several of the 83 recommendations are associated with improvements already in progress.

The recommended changes include the addition of professional non-sworn staff members and sworn police positions. The CPSM team recognized that professional non-sworn staff must increase in the Communications Center, clerical staff, technology support, community service officers, and crime prevention. The clerical staff is needed to relieve sworn personnel from time-consuming clerical work that negatively affects leadership and planning opportunities.

The recommended increase in sworn staffing is associated with increasing staffing in the Traffic Unit, a Crime Reduction Team, Patrol Services, Investigations, and School Resource Officers.

Police Department staff will present the report results to the City Council at the Council meeting.

Analysis:

As a result of the 2001 and 2008 fiscal challenges facing the City, the Police Department was required to reduce its staffing levels and adjust deployment and services levels.

Currently, the City population and services are growing. The Police Department's growth and services should expand to meet community and public safety needs. In coordination with the City Manager, the Police Department's leadership team wished to have a professional and independent staffing and operations analysis to receive a staffing needs assessment and identify potential opportunities to improve operations. The Police Department leadership team is evaluating and prioritizing the recommendations. This comprehensive review of Police operations forms a roadmap and long-term plan that, if adopted, would take several years to implement.

Fiscal Impact:

There is no fiscal impact associated with receiving the Police Staffing Assessment and Operations Report. Resource requests that have been prioritized for the FY19-20 year will be considered during the operating budget discussions.

Recommendation:

Receive the Police Staffing Assessment and Operations Report completed by the Center for Public Safety Management (CPSM), LLC.

Attachment:

Center for Public Safety Management Police Operations and Data Analysis Report of the Milpitas Police Department

POLICE OPERATIONS & DATA ANALYSIS

MILPITAS, CALIFORNIA



CPSM[®]

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
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ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association

THE ASSOCIATION & THE COMPANY

The International City Management Association is a 103-year old, nonprofit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to its citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website (www.icma.org), publications, research, professional development, and membership. The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and emergency medical services.

ICMA also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security.

In 2014, as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) was spun out as a separate company. It is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, and others.

The Center for Public Safety Management, LLC, maintains the same team of individuals performing the same level of service as when it was a component of ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs, and align department operations with industry best practices. We have conducted more 315 such studies in 42 states and provinces and 224 communities ranging in population from 8,000 (Boone, Iowa) to 800,000 (Indianapolis, Ind.).

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SECTION 1. EXECUTIVE SUMMARY

The Center for Public Safety Management, LLC (CPSM) was commissioned to review the operations of the Milpitas Police Department. While our analysis covered all aspects of the department's operations, areas of focus of this study are: identifying appropriate staffing of the department given the workload, community demographics, and crime levels; the effectiveness of the organizational structure; and the efficiency and effectiveness of division/unit processes.

We analyzed the department workload using operations research methodology and compared that workload to staffing and deployment levels. We reviewed other performance indicators that enabled us to understand the implications of service demand on current staffing. Our study involved data collection, interviews with key operational and administrative personnel, focus groups with line-level department personnel, on-site observations of the job environment, data analysis, comparative analysis, and the development of alternatives and recommendations.

Based upon CPSM's detailed assessment of the Milpitas Police Department, it is our conclusion that the department, overall, provides quality law enforcement services. The staff is professional and dedicated to the mission of the department. Through this report, we will strive to allow the reader to look inside the department to understand its strengths and its challenges. We sincerely hope that all parties utilize the information and recommendations contained herein in a constructive manner to make a fine law enforcement agency even better.

Following are our General Observations that we believe identify some of the more significant issues facing the department. Additionally, we have included a master list of recommendations for consideration; we believe these recommendations will enhance organizational effectiveness. Some of these recommendations involve the creation of new job classifications. Others involve the reassignment/repurposing of job duties to different sections and units. Oftentimes, these types of recommendations require a substantial financial commitment on the part of a jurisdiction. In the case of the Milpitas Police Department, many recommendations can be accomplished by realigning workload and/or reclassifying job descriptions. It is important to note that in this report we will examine specific sections and units of the department; we will offer a detailed discussion of our observations and recommendations for each.

The list of recommendations is extensive. Should the Milpitas Police Department choose to implement any or all recommendations, it must be recognized that this process will take not just weeks or even months to complete, but perhaps years. The recommendations are intended to form the basis of a long-term plan.

It is important, and we would like to emphasize, that this list of recommendations, though lengthy, is common in our operational assessments of agencies around the country. This list of recommendations should in no way be interpreted as an indictment of what we consider to be a fine department. Our work, by design, focusses on potential areas for improvement. Had we listed areas in which the department excelled, that list would dwarf the number of recommendations.

GENERAL OBSERVATIONS

- Within the past year, the Milpitas Police Department appointed a new Police Chief from within the organization. When a new chief is appointed in any law enforcement organization, there is a sense of excitement, and at the same time, most likely some sense of angst by department personnel about the new chief and the direction he will take the department into the future. This is also true for the MPD.
- The department has a well-written mission statement; however, one of the objectives of the new Chief of Police is to ensure the statement is known by everyone in the organization. His desire is that everyone not only knows the mission statement but also embodies it.
- Since the early 2000s, the City of Milpitas has weathered several difficult economic eras that have taken their toll on public safety resources. Over those years, the police department has lost positions that initially remained in the FTE roster, but which were not funded. However, over time, most of those positions were removed altogether from the authorized FTEs. The department is now suffering as the result of the loss of those positions.
- During the CPSM site visit, many department employees were interviewed, chatted with, and observed while working. CPSM found that the employees are caring, dedicated, smart, have a strong sense of professionalism, and they want to provide great customer service to the community they serve.
- The community is ethnically diverse. MPD is one of the few departments CPSM has studied where the department is almost a mirror image of the community it serves in terms of demographics.
- The department appears to be well-quipped with essential and necessary equipment. Employees are well-trained (officers receive more than the state-mandated yearly training hours) and are professionally outfitted and groomed.
- The Communications unit of the department is severely understaffed to the point that the deployment schedule is being changed to meet staffing needs instead of workload needs. This is an unacceptable practice; the filling of the vacant and additional added positions must be done quickly.
- Department managers are bogged down doing clerical work and not spending their time managing and leading. Clerical positions are needed in several areas of the department where command level and supervisory level positions are doing work that could be completed by a clerical assistant. (This will be explained in several areas, particularly Investigations and Training.)
- The department's building is in need of some updating to ensure it meets the needs of the department. A major concern that needs immediate attention is the lack of parking (secured) for employees.
- The department's fleet appears to be well-maintained and well-equipped, and the police units present a positive image.
- It was discovered that employees in all the city departments must fill out time sheets every week, and the police department is no different. As such, employees and supervisors are spending an inordinate amount of time filling out and reviewing time sheets when they should be performing their duties.
- Morale appears to be relatively high among employees. They are witnessing change occurring in the department due to the change in leadership and are seeing that vacancies within the department are being filled.

- In virtually all police studies conducted by CPSM, lack of communication within the agency is cited as a major organizational impediment. That sentiment was expressed in Milpitas as well. In some cases, the concern raised is justifiable, and in other cases, those who express the concern have subjected themselves to selective awareness. In any event, open, constructive communication is vital to any organization. The new Chief has recognized internal communication is an issue and has begun exploring new avenues to assist with the issue. For example, the Chief recently began having "open hours" during which anyone in the organization can come into his office and discuss any issue. These kinds of new avenues should continue and will likely foster more and more effective internal communications.
- CPSM also suggests an option that involves executive staff hosting a quarterly "State of the Department" briefing where staff can give a short status report on important issues, changes, new programs, etc., facing the department, and allowing for questions or input from all employees. Such meetings should be scheduled to allow all shifts to participate, and topics should be solicited from employees in advance of the meeting to ensure that issues of importance to employees are addressed. No, this is not a panacea, but those who are truly interested in department activities outside of their "workspace" can get a better understanding of the department's work plan and how they may contribute to the betterment of the department. For those who have selective awareness, they have only themselves to blame should they choose not to participate.

As noted previously, specific recommendations follow and are discussed in detail throughout the report. These recommendations are offered to enhance the operation of the Milpitas Police Department. The recommendations listed here are meant to ensure that law enforcement resources are optimally deployed, operations are streamlined for efficiency, and services provided are cost-effective, all while maintaining a high level of service to the citizens of the City of Milpitas.

CPSM staff would like to thank Chief of Police Armando Corpuz, Lieutenant Jared Hernandez, and the entire staff of the Milpitas Police Department for their gracious cooperation and assistance in completing this project.

RECOMMENDATIONS

Administrative

1. CPSM recommends that the department focus its leadership development efforts on the rank of Sergeant. (See p. 22.)
2. Develop a four- to five- year strategic plan to guide the department's work efforts. (See p. 22.)
3. Periodically review the Mission Statement for relevancy and to determine if it continues to match the department's service to the community. (See p. 22.)

Patrol

4. Create a working group to examine CFS demands and requirements for patrol response. (See p. 45.)
5. Reconfigure the patrol work plan by adding a fourth 10-hour shift. (See p. 45.)
6. Staff patrol with 2 lieutenants, 6 sergeants, and 44 police officers. (See p. 45.)
7. Add one Sergeant and one civilian staff member to support the operations of the Field Services Division. (See p. 45.)
8. Reduce excessive out-of-service time throughout the day. (See p. 45.)
9. Deploy AEDs in patrol vehicles. (See p. 45.)
10. Reclassify the sworn "Patrol Officer" positions in the Field Services Division to civilian "Community Service Officers." (See p. 45.)

Crime Reduction Team

11. Staff a Crime Reduction Team with one Sergeant and five police officers. (See p. 51.)

Traffic Unit

12. Staff a Traffic Unit with one Sergeant and five police officers. (See p. 56.)
13. Require that the Traffic Unit develop and implement a strategic plan to improve traffic safety utilizing education, engineering, and enforcement. (See p. 56.)

Special Operations in Patrol

14. Assign one Lieutenant to command special operations. (See p. 56.)
15. Develop and implement strategic plans for traffic safety, crime, and disorder. (See p. 56.)

Youth Services

16. Survey the non-active Explorers as to why they are not actively participating; the department can then build a strategy to increase engagement in the program. (See p. 57.)
17. Utilize social media and conduct a school campaign to recruit students into the Explorer Program. (See p. 57.)

Community Relations

18. Fund one sworn position to serve as the department's crime prevention officer and youth and community outreach officer so as to expand the Neighborhood Watch, Business Watch

services, Explorer Program, and Citizen's Academy and to be the social media liaison for the department. (See p. 59.)

School Resource Officers

19. CPSM recommends that the department engage the school district in discussions for funding additional SROs. While many school districts fund multiple SROs, and in some cases, have two SROs assigned to high schools, in Milpitas, SRO staffing has gone down over the years. CPSM recommends, as an initial starting point, the funding of two additional SROs for the two middle schools (and who could also rotate into the high schools as a secondary SRO), and two additional SROs to provide programs to the nine elementary schools. This would enable the City of Milpitas to provide greater security to the Milpitas Unified School District and to follow national trends in school safety. (See p. 60.)

Investigations

20. There is a mandatory rotation of staff in Investigations. Detectives and Sergeants can remain in the position for three years, while the Lieutenant position and Auto Theft Task Force is a three-year rotation. CPSM recommends that the department consider a longer rotation period of four to five years. While the two- and three-year rotations offer officers a greater opportunity to experience the detective's role in the department, it can result in the loss of valuable experience. Furthermore, some types of crimes require a detective to have specific training courses, such as for homicide, sexual assaults, cybercrimes, and complex fraud cases. The return on investment (ROI) must be considered when specific training for positions is involved. (See p. 65.)
21. CPSM recommends that the department consider conducting an analysis to confirm that the department is following FBI methodology for calculating clearance rates. (See p. 66.)
22. CPSM recommends adding one detective position to work complex fraud, identity theft, and cybercrime cases and also to help reduce the caseload of the Sergeant in Special Investigations. (See p. 66.)
23. CPSM recommends adding a civilian administrative support position to serve all components in the Special Operations Division. (See p. 66.)

Crime Analyst

24. Ensure that the crime analyst position is filled and the analyst is fully trained. (See p. 67.)

Internal Affairs

25. Adopt a progressive discipline philosophy and create a standardized progressive discipline matrix in General Order 1020, Personnel Complaints. (See p. 70.)
26. The department has responded appropriately to allegations of misconduct as they occur and has appropriately conducted investigations when necessary. The department should continue its proactive approach to internal affairs to include: reviewing all use of force reports, vehicle pursuits, random audits and inspections of units, equipment, incident/offense report reviews for quality assurance and to safeguard against any bias-based policing, monthly review of a random sample of officers' chat messages between cars, attendance records, training records, property and evidence receipts, and other documentation for quality assurance, safety, and compliance with policies. Furthermore, data reflecting exceptional performance such as no use of sick time, no vehicle accidents, exceptional investigations and actions, and other positive performance indicators should also be captured to balance the scales of performance. These audits and inspections will ensure

compliance with general orders and will support early identification and an intervention process in addressing employee behavior. (See p. 70.)

27. CPSM recommends that use of force reports be received in a timely manner by the Administrative Sergeant and all use of force reports be reviewed by the officer's chain of command, the Training Unit, and the Administrative Sergeant. (See p. 70.)
28. CPSM recommends the Administrative Sergeant's position on the organizational chart be renamed to the Office of Professional Standards. (See p. 70.)
29. CPSM recommends the department consider applying for accreditation through CALEA and assigning the responsibility of Accreditation Manager to the Administrative Sergeant. (See p. 70.)

Records

30. If any additional field services staffing and/or other staff recommended by this assessment are hired and which will increase department workload, consideration should be given to incremental increases in Records staff to meet the increased workload caused by the addition of positions. (See p. 76.)
31. Revise and update the current Records Procedure manual. (See p. 76.)
32. CPSM recommends that the vacant positions be filled as quickly as possible. (See p. 76.)
33. When times where the office assistant is not available to answer the general telephone line, and the Records Unit is open, those calls should be answered by existing records personnel and not transferred to the Dispatch Center. (See p. 76.)
34. CPSM recommends frequent re-training be provided to appropriate Records staff to ensure the correct UCR criteria are adhered to in reporting of crime and clearances. (See p. 76.)
35. CPSM recommends MPD eliminate the acceptance of cash at its public window as a payment option for department services or records. However, if the decision is made to continue to accept cash transactions at the public window, comprehensive and regular audits should continue. (See p. 76.)
36. CPSM recommends the department begin considering when the appropriate time would be to transition from UCR to the NIBRS reporting. (See p. 76.)
37. Contract with outside vendors to enable citizens to access police reports online. (See p. 76.)
38. Data entry responsibilities currently assigned to Communications should be reassigned back to Records where they most clearly belong. (See p. 76.)

Communications

39. Fill the support services manager position as quickly as possible. (See p. 83.)
40. Fill vacant positions as quickly as possible. (See p. 83.)
41. Provide additional training other than what is mandated to communication operators and supervisors. (See p. 83.)
42. Attempt to locate and the mentioned radio "dead spots" in the city and areas where limited connectivity exists. (See p. 83.)
43. Add one supervisor FTE position and two communications operator FTE positions. (See p. 83.)
44. Update and revise the communications SOP manual. (See p. 83.)

- 45. Instead of general information calls being transferred to dispatch when the office assistant is not available, they should be transferred to Records. (See p. 83.)
- 46. Conduct Quality Control audits of telephone calls and radio communications. (See p. 83.)

Property and Evidence

- 47. Take affirmative steps to dispose of unnecessary property and evidence. (See p. 88.)
- 48. Establish a practical schedule for Property and Evidence function audits, modify existing policy to match the schedule, and ensure compliance. (See p. 88.)
- 49. Complete a full audit as soon as possible of Property and Evidence inventory. (See p. 88.)
- 50. Take steps to alleviate the lack of storage for vehicles retained as evidence. (See p. 88.)
- 51. Bring back a retired annuitant to assist with the purging of evidence. (See p. 88.)
- 52. Provide security access technology to the "large property room." (See p. 89.)
- 53. Include the existing (non-usable) property release area in the CIP assessment for modifications to make it safe and once again usable. (See p. 89.)
- 54. Transfer the responsibility of the P&E unit to the Investigations Lieutenant or Sergeant. (See p. 89.)
- 55. Review the P&E Unit's policy to ensure it reflects how the unit is actually operating. (See p. 89.)
- 56. In order to have day-to-day supervision within the unit, it is recommended that one of the two technician positions be reclassified as a "lead" or "senior" to provide that necessary supervision. (See p. 89.)

Fleet Services

- 57. Assess the viability of leasing department vehicles. (See p. 90.)
- 58. Review the current take-home vehicle policy to see if it continues to meet the needs of the department. (See p. 90.)

Facilities

- 59. Ensure the upgrade/replacement of the department's camera system is completed. (See p. 91.)
- 60. Ensure the proposed upgrades in the CIP building assessment plan are completed. (See p. 91.)
- 61. Evaluate ways to improve the employee parking issue. (See p. 91.)
- 62. For better security, replace the glass entry door into the community room with a more secure system. (See p. 91.)

Recruitment

- 63. Continue efforts to recruit female applicants. (See p. 93.)
- 64. Expand the use of social media and Internet job sites in recruitment efforts. (See p. 93.)
- 65. The department should make an effort to strengthen its Explorer program. (See p. 93.)
- 66. Actively target the recruitment of lateral officers. (See p. 93.)

Personnel

- 67. Add a clerical worker to the Personnel Unit to alleviate the Sergeant of current clerical-related responsibilities. (See p. 95.)
- 68. Assess the outsourcing the polygraphs given as part of the hiring process, as opposed to training in-house employees to conduct them. (See p. 95.)

Training

- 69. Ensure civilian employees are receiving additional training for their respective positions. (See p. 98.)
- 70. Make attendance mandatory for the rank of Lieutenant and higher at one of the premier executive-level schools. (See p. 98.)
- 71. Create a Sergeant's Training Manual and initiate a Sergeant's Training Program. (See p. 98.)
- 72. Ensure new Sergeants attend a POST supervisor school. (See p. 98.)
- 73. CPSM recommends that a two-year master training calendar be created to reflect ongoing required/desired training as determined by the department's training plan for recurring and critical issue training. The calendar should reflect specificity throughout the document. As an example, firearms training should reflect the schedule for duty weapons, shotguns, patrol rifles, and less-than-lethal munitions. Defensive tactics training should reflect if the training provided includes batons, pain compliance techniques, etc. Critical policies should be included, as well as training pertaining to workplace harassment, profiling, etc. This document should be reviewed at least annually, subject to revision at any time at the discretion of management, and available for review by all employees. (See p. 98.)
- 74. Take advantage of training bulletins offered by Lexipol. (See p. 98.)
- 75. Clerical assistance is needed for this unit. (See p. 98.)

Range

- 76. The department should ensure that at least two instructors are present during all qualification classes. (See p. 99.)
- 77. The department should consider creating a separate account for the income produced by renting the range and continue to ensure there is a budget line item for repairs and maintenance. (See p. 99.)

Police Substation

- 78. Consider opening a substation in the TASP area. (See p. 101.)
- 79. Staff the substation with volunteers from the department's existing program. (See p. 101.)
- 80. Equip the substation with the necessary tools to enable officers to conduct their business there as opposed to the main facility. (See p. 101.)
- 81. Pursue private partnerships to reduce costs associated with the substation. (See p. 101.)

Performance Evaluation Instrument

- 82. CPSM recommends that the department reassess the use of a performance evaluation that has already been developed but never implemented. (See p. 102.)

Information Technology

83. Add an IT person to the department's FTE staff or assign a current city IT employee specifically to the police department. (See p. 102.)

SECTION 2. METHODOLOGY

Data Analysis

CPSM used numerous sources of data to support our conclusions and recommendations for the Milpitas Police Department. Information was obtained from the FBI Uniform Crime Reporting (UCR) Program, Part I offenses, along with numerous sources of internal information. UCR Part I crimes are defined as murder, rape, robbery, aggravated assault, burglary, larceny-theft, and larceny of a motor vehicle. Internal sources included data from the computer-aided dispatch (CAD) system for information on calls for service (CFS).

Interviews

This study relied extensively on intensive interviews with personnel. On-site and in-person interviews were conducted with all division commanders regarding their operations.

Focus Groups

A focus group is an unstructured group interview in which the moderator actively encourages discussion among participants. Focus groups generally consist of eight to ten participants and are used to explore issues that are difficult to define. Group discussion permits greater exploration of topics. For the purposes of this study, focus groups were held with a representative cross-section of employees within the department.

Employee Focus Group

The employee focus group consisted of both sworn and civilian members of the department in the first-line supervisor rank, and the line level rank. Here, we solicited input from members concerning their feelings toward the department, specific to its strengths, weaknesses, opportunities present for improvement, and threats to operational effectiveness. Reporting on this meeting can be found later in this report.

Community Focus Group

In addition to departmental focus groups, CPSM hosted a focus group for members of the community. Here, we solicited input from community members concerning their feelings toward the department, specific to its strengths, weaknesses, opportunities present for improvement, and threats to operational effectiveness. Reporting on this meeting can be found later in this report.

Document Review

CPSM consultants were furnished with numerous reports and summary documents by the Milpitas Police Department. Information on strategic plans, personnel staffing and deployment, monthly and annual reports, operations manuals, intelligence bulletins, evaluations, training records, and performance statistics were reviewed by project team staff. Follow-up phone calls were used to clarify information as needed.

Operational/Administrative Observations

Over the course of the evaluation period, numerous observations were conducted. These included observations of general patrol, investigations, support services such as records, communications, property and evidence, and administrative functions. CPSM representatives engaged all facets of department operations from a “participant observation” perspective.

Staffing Analysis

In virtually all CPSM studies, we are asked to identify appropriate staffing levels. That is the case in this study as well. In the following subsections, we will extensively discuss workload, operational and safety conditions, and other factors to be considered in establishing appropriate staffing levels. Staffing recommendations are based upon our comprehensive evaluation of all relevant factors.

SECTION 3. COMMUNITY AND DEPARTMENT OVERVIEW

COMMUNITY OVERVIEW

The City of Milpitas is located within Santa Clara County and has two major interstates (680/880) running roughly north/south through the city. It sits to the extreme northeast of the South Bay, bordering the East Bay and Fremont. The city has a total land area of 13.58 square miles and a water area of 0.04 square miles. The city is located within Silicon Valley and is the corporate headquarters to several large corporations. The city is also home to the largest shopping mall in the San Francisco Bay area, the "Great Mall of the Bay Area." The U.S. Census Bureau in 2017 estimated the city's population at 78,106, which represents an approximately 15 percent increase over the 2010 population of 66,790. The city is governed by a council/manager form of government.

The City of Milpitas is a heterogeneous community; its population is 67.50 percent Asian, 17.40 percent White, 2.10 percent African American, 0.40 percent Native American, 15.4 percent Hispanic, and 4.1 percent two or more races. The median age of its residents is 36.7 years of age, 87.1 percent of its citizens possess a high school diploma, 45.3 percent possess a bachelor's degree or higher.

Over the next decade, the city could potentially grow in population, tourism, and new businesses coming into the city as a result of the city's planned Midtown Project moving forward. Population is expected to increase by 20 percent over the next 10 years, according to city leaders.

The median household income is \$103,623 for the city, compared to \$61,818 for the State of California. Persons living in poverty make up 8.6 percent of the city's population, compared to 16.3 percent for the State of California. The median home price in the City of Milpitas is \$1,127,500 and the home values have risen 19.5 percent over the past year.

Owner-occupied housing and poverty rates are examined here, as lower home ownership and higher poverty rates are often found in communities with higher crime rates. This does not appear to be the case in Milpitas. However, those should be significant factors when looking at providing police services.

The city is governed through the council/manager form of government. As such, the Chief of Police is a direct report to the City Manager.

DEPARTMENT AND LAW ENFORCEMENT OVERVIEW

The Milpitas Police Department provides a full range of law enforcement services to its citizens, excluding custody operations. A source of pride within the members of the department is the fact that it provides a high level of service to the community. This high level of service was explained to a team member early on in the project that if a citizen leaves for work in the morning and calls the police department reporting that they don't remember if they closed their garage door or not, within a short time the MPD will dispatch an officer to the citizen's residence to check to see if the door was indeed left open. That pride in service is commendable and not found in many law enforcement agencies today.

Succession Planning

An important role of succession planning for any police department is to provide professional development relevant to the job position and the developmental needs of the employees. For effective leadership in the MPD, the position of sergeant is critical. CPSM recommends that the department focus its leadership development efforts on the rank of sergeant. The Chief should review all performance evaluations for the rank of Sergeant for the past three to five years, work with the department's command staff (Lieutenant and above) to discuss performance observations of Sergeants in an effort to identify deficiencies and interview each Sergeant to ascertain what he/she believes are needed areas for professional development. Research should be conducted to identify providers for applicable training and to determine the cost of needed training. Funding should be identified to support this leadership development initiative. Assignments of administrative tasks, and to specialized units, should be made with consideration as to how such assignments will best serve the individual Sergeant and department's future leadership needs.

Policy Manual

Policies that serve as operational guidelines are critical to the effective and efficient management of any organization. Given the mission of law enforcement, and the ever-changing laws that regulate the performance of such, a comprehensive and current policy manual is vital.

Few law enforcement agencies, including Milpitas, have the resources available to maintain a current policy manual. For that reason, Milpitas PD has contracted with Lexipol for assistance with this daunting task. While Lexipol provides sample policies consistent with best practices, each agency maintains the ability to modify the policies to meet their specific operational needs and objectives.

As well, Lexipol attorney's continuously review ever-changing laws and court decisions and, provide draft policy revisions for each agency's review and adoption as appropriate. Such recommended revisions are generally distributed two or three times per year. Again, in this process, the department retains control of policy language, but is better positioned to make informed decisions.

As noted, it is the department's responsibility to ensure that the policies in place meet their objectives and practices. This alone requires a commitment on the part of the department. As we report on specific units, we will cite examples. While Lexipol provides continuing support in ensuring that policies match current statutes and court decisions, we recommend that critical policies receive annual review by the department's staff to ensure that department practices and policies align.

Uniform Crime Report/Crime Trends

While communities differ from one another in population, demographics, geographical landscape, and social-economic distinctions, comparisons to other jurisdictions can be helpful in illustrating how crime rates in the City of Milpitas measure against those of other local California agencies as well as the state and the nation.

The FBI's Uniform Crime Reporting (UCR) Program assembles data on crime from police departments across the United States; the reports are utilized to measure the extent, fluctuation, and distribution of crime. For reporting purposes, criminal offenses are divided into two categories: Part 1 offenses and Part 2 offenses. In Part 1 offenses, representing the most serious

crimes, the UCR indexes incidents in two categories: violent crimes and property crimes. Violent crimes include murder, rape, robbery, and aggravated assault. Property crimes include burglary, larceny, and motor vehicle theft. Crime rates are expressed (indexed) as the number of incidents per 100,000 population to allow for comparison.

Data acquired by CPSM from the FBI for use in this reporting reflects that which is most currently available (calendar year 2017). As indicated in Table 3-1, in 2017, the Milpitas Police Department reported a UCR Part I violent crime rate of 143 (indexed) and a property crime rate of 2,488 (indexed). The number of actual offenses in 2017 are shown as part of Table 3-3.

In comparing these data with similarly-sized California cities, one can see Milpitas reports a much lower rate for violent crime than the other cities listed, except for the City of Pleasanton. Milpitas reports an average rate of property crime compared to other cities examined. Thus, of the cities shown, Milpitas is substantially lower in its violent crime rate while its property crime rate is about average.

TABLE 3-1: Reported Crime Rates in 2017, by City

City	State	Population	Crime Rates		
			Violent	Property	Total
Alameda City	CA	79,761	317	2,943	3,260
Campbell	CA	41,192	248	3,253	3,501
Ceres	CA	48,673	466	3,289	3,755
Daly City	CA	107,355	247	1,454	1,701
East Palo Alto	CA	29,933	418	1,557	1,975
Gilroy	CA	56,163	370	2,934	3,304
Livermore	CA	90,485	183	2,185	2,368
Lodi	CA	65,042	497	2,584	3,081
Manteca	CA	78,564	326	2,851	3,177
Merced	CA	83,180	677	3,208	3,885
Morgan Hill	CA	45,277	159	1,595	1,754
Mountain View	CA	81,525	184	2,431	2,615
Newark	CA	46,360	190	3,231	3,421
Palo Alto	CA	67,441	133	2,644	2,777
Pleasanton	CA	84,440	117	1,967	2,084
Redwood City	CA	86,353	242	1,610	1,852
San Bruno	CA	43,274	280	2,581	2,861
San Leandro	CA	91,386	573	4,065	4,638
San Mateo City	CA	105,090	255	2,022	2,277
Santa Cruz City	CA	65,132	628	5,656	6,284
Tracy	CA	90,263	214	2,414	2,628
Turlock	CA	73,488	608	3,124	3,732
Union City	CA	76,311	334	2,209	2,543
Watsonville	CA	54,226	550	3,155	3,705
Milpitas	CA	79,503	143	2,488	2,631
California		39,536,653	449	2,497	2,946
United States		325,719,178	383	2,362	2,745

Figure 3-1 shows the trend in Part 1 crime in Milpitas over the ten-year period of 2008–2017. The figure shows that both violent crime and property crime remained somewhat constant from 2008 to 2017; however, the property crime rate has shown an overall decline since 2014.

FIGURE 3-1: Milpitas Reported Violent and Property Crime Rates, by Year

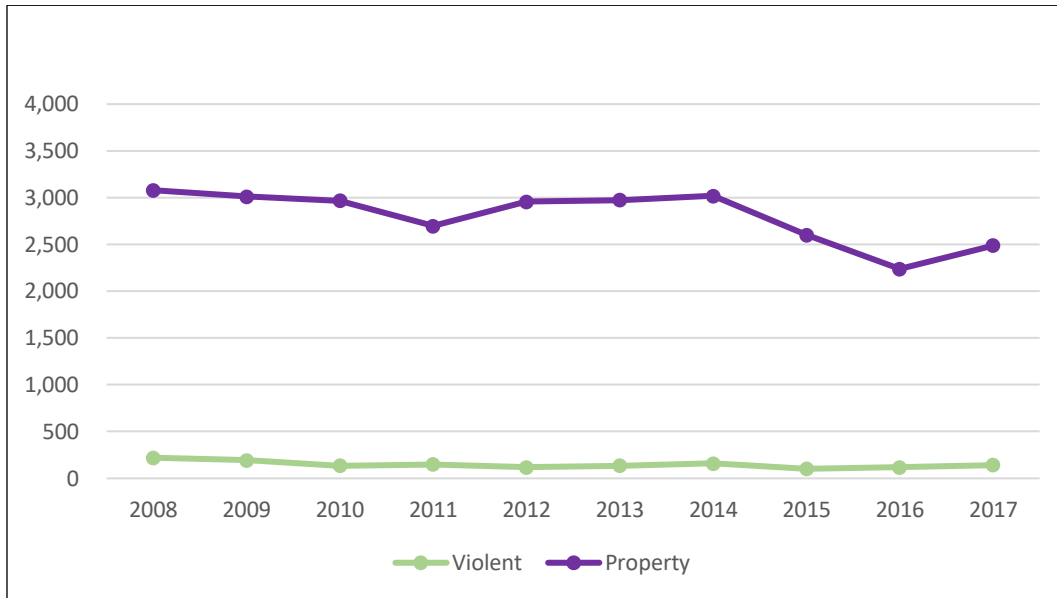


Figure 3-2 displays a comparison of combined violent and property crime rates for both Milpitas and the State of California for the period of 2008 through 2017. The figure shows that crime has trended downward for the City of Milpitas but remained relatively the same for the State of California (with increases and decreases from year to year). It also shows that the indexed crime rate in Milpitas is lower than the state average over the last four years. This most likely is driven by lower-than-average property crime rates since 2014.

FIGURE 3-2: Reported City and State Crime Rates, by Year

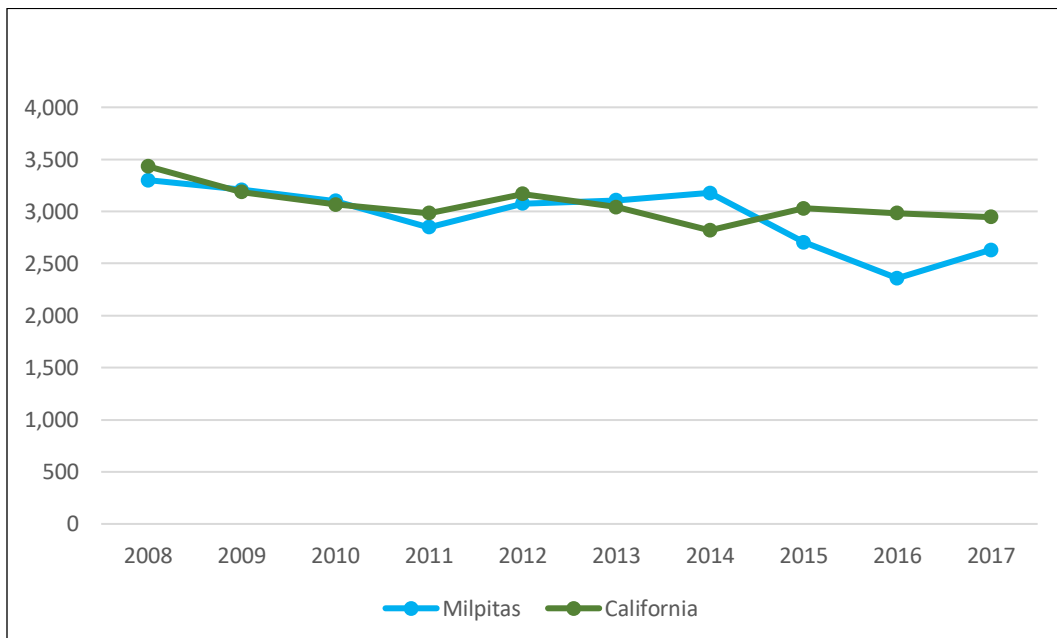


Table 3-2 compares Milpitas crime rates to both the state and national rates year by year for the period 2008 through 2017. Again, these data are indexed per 100,000 population. This information is provided for illustration purposes only.

Table 3-3 compares Milpitas crime clearance rates to the state and national averages. These clearance rates are based upon the department's reporting to the UCR. As can be seen, the department's clearance of rape cases is roughly half the state and national averages, while the clearance rate for vehicle theft is extremely low compared to the state. However, in all other areas, the Milpitas clearance rates are similar to the state's and nation's.

TABLE 3-2: Reported Milpitas, California, and National Crime Rates, by Year

Year	Milpitas				California				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2008	67,282	221	3,080	3,301	36,876,276	502	2,931	3,433	309,327,055	438	3,055	3,493
2009	68,047	194	3,013	3,207	37,061,435	471	2,717	3,188	312,367,926	416	2,906	3,322
2010	66,790	136	2,966	3,102	37,346,022	439	2,629	3,068	314,170,775	393	2,833	3,225
2011	67,575	151	2,699	2,850	37,819,249	410	2,574	2,983	317,186,963	376	2,800	3,176
2012	68,433	118	2,956	3,075	38,183,375	421	2,747	3,169	319,697,368	377	2,758	3,135
2013	69,522	134	2,973	3,107	38,498,377	394	2,646	3,041	321,947,240	362	2,627	2,989
2014	70,568	159	3,020	3,178	38,970,399	389	2,430	2,819	324,699,246	357	2,464	2,821
2015	75,520	102	2,603	2,705	39,315,550	424	2,605	3,029	327,455,769	368	2,376	2,744
2016	79,990	120	2,239	2,359	39,421,283	443	2,541	2,984	329,308,297	383	2,353	2,736
2017	79,503	143	2,488	2,631	39,536,653	449	2,497	2,946	325,719,178	383	2,362	2,745

TABLE 3-3: Reported Milpitas, California, and National Crime Clearance Rates

Crime	Milpitas			California			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances*	Rate
Murder Manslaughter	2	1	50%	1,829	1,144	63%	15,657	9,645	62%
Rape	12	2	17%	14,724	5,427	37%	121,084	41,774	35%
Robbery	58	16	28%	56,609	17,324	31%	293,160	87,069	30%
Aggravated Assault	42	30	71%	105,391	56,227	53%	747,731	398,541	53%
Burglary	235	21	9%	176,638	18,871	11%	1,281,083	172,946	14%
Larceny	1,978	269	14%	641,804	69,636	11%	5,072,970	974,010	19%
Vehicle Theft	296	7	2%	168,327	15,336	9%	720,346	98,687	14%

Note: *Clearances were calculated from crimes and rates, as these numbers are not directly available from FBI.

Department Authorized Staffing Levels

Table 3-4 displays the authorized staffing levels for the department for 2016 through most of 2018. Staffing levels will be addressed throughout the report as we discuss specific operating sections. This table is simply intended to provide a broad overview of staffing levels for the past three years. The right-hand column shows totals for those positions for which new positions are recommended or for which a reclassification of positions is recommended

TABLE 3-4: Department Authorized Staffing and Actual Levels, 2016-2018

Position	2016 Budgeted	2016 Actual	2017 Budgeted	2017 Actual	2018 Budgeted	Actual (12/20/18)	Recommended Staffing
Sworn Positions:							
Chief of Police	1	1	1	1	1	1	
Assistant Police Chief	NF	NF	NF	NF	NF	Jan. 2019	
Captain	3	2	3	3	3	3	
Lieutenant	4	4	4	4	4	4	
Sergeant	13	13	13	13	13	13	15*
Police Officer	65	62	65	60	68	62	83**
Recruit (Academy)						3	
Police Officer (Vacant)						3	
Sworn Total	89	82	89	81	89	89	
Civilian Personnel:							
Support Services Manager	NF	NF	1	0	1	0	
Communications Supervisor	3	1	3	3	3	3	4
Communications Operators	11	8	11	8	11	9	11
Executive Secretary	1	1	1	1	1	1	
Police Records Supervisor	1	1	1	1	1	1	
Police Records Clerk	5	5	5	5	6	5	
Police Evidence Technician	2	2	2	2	2	2	
Office Specialist	1	1	1	1	1	1	4***
Communications Operator (Unfunded)	2	2	2	2	2	2	
Part-time Dispatcher	2	2	2	2	2	2	
Crime Analyst	NF	NF	NF	NF	1	0	
IT Support Technician	-	-	-	-	-	-	1
Crime Prevention Officer	-	-	-	-	-	-	1
Community Service Officers	0	0	0	0	0	0	4****

Crossing Guard Supervisor	1	1	1	1	1	1	
Crossing Guards	13	13	13	13	13	13	
Civilian Total	42	37	43	39	45	40	51
Total Authorized	131	122	132	121	134	129	152

Note: Assistant Chief position funded in January 2019. NF = Not Funded. Calculating crossing guard employees: There are actually 43 crossing guard employees, but because they are part-time, they equate to 13 FTEs and are represented as such on the above table.

Notes on Recommended Staffing:

* 1 for Crime Reduction Team, 1 for Patrol.

** 4 School Resource Officers, 1 Detective, 3 Traffic Officers, 5 Crime Reduction Team Officers, 8 BART Officers.

*** One new position each in Training/Personnel, Special Operations Division, and Patrol Operations.

**** These four positions are not new positions (FTEs), but are achieved by reclassifying the current patrol officer positions to civilian Community Service Officers.

SECTION 4. ADMINISTRATIVE

STRATEGIC PLANNING

The Milpitas Police Department currently has no department strategic plan. Strategic planning is an organizational management initiative that is used to set priorities, focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around intended outcomes/results, and assess and adjust the organization's direction in response to a changing environment. It is a disciplined effort that produces fundamental decisions and actions that shape and guide what an organization is, who it serves, what it does, and why it does it, with a focus on the future. Effective strategic planning articulates not only where an organization is headed, and the actions needed to make progress, but also how it will know if it is successful.

The City of Milpitas has a General Plan that describes the city's proposed ideas for its future growth and the ways in which it intends to transform these ideas into reality. A comprehensive update of the city's General Plan was conducted in 1994. Several minor amendments have occurred since then. However, the city's General Plan is not specific to the police department. The hiring of a new Police Chief within the last year presents an opportunity to begin the work toward that police department-specific strategic plan. CPSM recommends that the organization assess the soundness of developing a strategic plan.

MISSION STATEMENT

The Police Department is guided by clear mission and values statements as follows:

Mission Statement

The Milpitas Police Department is committed to the protection of lives and property by working with our community, and providing professional and responsive police services.

Department Values

The Milpitas Police Department values employees with high work ethics, integrity, and professionalism.

The Milpitas Police Department employees are to be of the highest moral character, above reproach, industrious and professional in their dealings with the public.

The Milpitas Police Department values its reputation as an agency which safeguards public trust by rendering efficient and impartial police services.

The Milpitas Police Department values the support and trust of the community.

The Milpitas Police Department is dedicated to working with the citizens of Milpitas in order to make neighborhoods a better place to live.

The Milpitas Police Department values and seeks community participation to strengthen our ability to address community problems.

The Milpitas Police Department values organizational teamwork and encourages employee creativity and innovation.

Administrative Recommendations:

- CPSM recommends that the department focus its leadership development efforts on the rank of Sergeant. (Recommendation No. 1.)
- Develop a four- to five-year strategic plan to guide the department's work efforts. (Recommendation No. 2.)
- Periodically review the Mission Statement for relevancy and to determine if it continues to match the department's service to the community. (Recommendation No. 3.)

SECTION 5. FIELD SERVICES DIVISION

The Milpitas Police Department provides the community with a full range of police services, including responding to emergencies and calls for service (CFS), performing directed activities, and solving problems. The department is service-oriented, and thus provides a high level of service to the community. Essentially, every call for service from the public gets a police response and every criminal case gets investigated. The department embraces this approach and considers every request for service from the public important and deserving of a police response.

DEMAND

It was reported to the CPSM team that no call is considered too minor to warrant a response and no case is too small to warrant an investigation. The MPD is interested in providing a very high level of service to the community and this translates into a posture that every call, no matter how minor, will receive a response from an officer. The result of this policing philosophy is the delivery of comprehensive policing services to the community. The department has the hallmark of a small-town approach to policing, in which people are not just anonymous citizens but members of a community. Service is personalized, the police are part of the fabric of the community, and expectations for police service are high.

This approach is not without its costs, however. Considerable resources are needed to maintain the small-town approach. The Patrol Bureau must be staffed with enough officers to respond to these calls.

When examining options for the department's direction, the city and the department face the choices of a) continue to police the community as they do now, or b) take steps to restructure how to respond to demand, still promote order and safety, but free up additional time for officers to engage in proactive patrol. That is, the department could decide whether to sustain its comprehensive level of police service or take the steps necessary to manage public demand. Essentially, this is a political decision regarding the quantity of police services offered to the Milpitas community. But quality doesn't need to suffer. The recommendations offered regarding operations, if implemented, will enable the Milpitas Police Department to continue its full-service model of policing yet run the agency more efficiently.

This is largely a political decision that needs to be made in close collaboration with community stakeholders. The MPD could continue with its comprehensive approach to handling CFS, but CPSM considers this an inefficient approach to managing service demands and that alternatives and adjustments could be considered that do not compromise that high-level service philosophy.

TABLE 5-1: Calls for Service

Category	Community-initiated			Police-Initiated		
	Calls	Units per Call	Minutes	Calls	Units per Call	Minutes
Accidents	1,298	2.1	40.8	125	1.7	28.1
Alarm	2,591	2.3	13.0	23	1.8	6.7
Animal	319	1.4	19.6	5	1.2	18.2
Assist other agency	488	2.4	35.4	25	1.4	25.5
Check	1,169	2.5	35.7	3,015	1.1	17.0
Civil	326	1.6	41.9	131	1.1	57.9
Crime–persons	767	2.6	69.0	22	1.8	71.1
Crime–property	2,841	1.7	43.5	202	1.6	55.1
Disturbance	2,875	2.5	30.5	61	2.6	33.5
Follow-up	764	1.5	40.5	1,299	1.2	33.2
Investigation	1,269	2.0	35.6	1,376	2.2	30.1
Miscellaneous	427	1.6	29.4	415	1.5	23.2
Suspicious incident	1,897	2.4	27.7	1,658	2.0	18.2
Traffic enforcement	1,962	1.2	19.0	1,356	1.1	13.7
Traffic stop	2	1.0	12.5	8,840	1.8	16.0
Weighted Average/Total Calls	18,995	2.0	32.0	18,553	1.6	19.5

Table 5-1 presents information on the main categories of calls for service received from the public that the department handled between the period, October 1, 2017 to September 30, 2018. In total, department officers were dispatched to approximately 37,500 calls during that 12-month period, or approximately 103 calls per day.

In general, CFS volume is within acceptable bounds. To evaluate the workload demands placed on the department, it is useful to examine the number of CFS received from the public in relation to the population size. With a population estimated to be approximately 79,500, the total of 37,500 CFS translates to about 472 CFS per 1,000 residents. While there is no accepted standard ratio between calls for service and population, CPSM studies of other communities show a CFS-to-population ratio ranging between 400 and 1,000 CFS per 1,000 persons per year. Lower ratios typically suggest a well-managed approach to CFS. The value of 472 CFS/per thousand/year would suggest an appropriate policy is in place for triaging nonemergency calls. A well-managed dispatch system includes a system where CFS are screened and nuisance calls eliminated before they are dispatched. Considering the MPD does not have a process of screening out non-emergency police CFS, it would appear that the Milpitas community (residents, businesses, and visitors) generate fewer CFS than expected for a community of this size.

It also appears, however, that the Milpitas Police Department could be more aggressive at triaging CFS. Certain types of calls do not necessarily require the response of a sworn police officer. There are many categories of CFS that are non-emergency in nature and do not require an immediate response by the police. The bottom line here is that a substantial number of CFS dispatches to officers could be eliminated. This would free officers' time to address other conditions present in the community as opposed to spending time at CFS at which their services

are not essential. Sparing these officers from responding to non-emergency CFS allows them to remain available and on patrol in the community.

CPSM recognizes that triaging CFS is a difficult undertaking. However, this is an extremely critical area for the stakeholders in Milpitas to explore. This study presents the data, and an opportunity to evaluate this issue in a collaborative way to minimize the number of CFS handled by patrol officers in Milpitas and preserve scarce emergency resources. The following categories of CFS could be examined in order to reduce the response by the MPD.

Alarm Reduction Program

False alarms are a source of inefficiency for police operations. The alarm industry is a strong advocate of developing ordinances and procedures to address police response to false alarms and will work closely with any agency exploring this issue. The 98 percent of alarm calls that are false are caused by user error, and this can be addressed by alarm management programs. During the study period the MPD responded to more than 2,500 alarm calls. The response to the overwhelming majority of these calls is undoubtedly unnecessary, and an inefficient use of police resources.

Currently, Milpitas has an alarm reduction program managed by the department. As per Milpitas Municipal Code V-213-12.05, there is no charge for the first three alarm responses in a one-year period. For the fourth false alarm response there is a \$50 fee. For the fifth false alarm response there is a \$100 fee, and for the sixth and all subsequent false alarm responses in a one-year period there is a \$250 fee for each response.

The alarm management program in Milpitas is sound; however, the MPD still responds to a high level of alarm CFS. Almost 14 percent of all community-initiated CFS are responses to alarms, which are overwhelmingly false alarms. Consideration could be given to increasing the fees associated with repeated false alarms. Communities around the country have ordinances that incur fees of more than \$1,000 for repeated false alarms. A \$50 fee might be seen as a manageable cost of doing business, while a \$1,000 fee might induce a more lasting change.

Similarly, the MPD should analyze the data on false alarm activations. Undoubtedly, with a greater level of analysis, then patterns and trends will emerge. The MPD could identify problematic locations and/or alarm installation companies that are generating a large number of false alarms and work with them to reduce or eliminate future occurrences.

In addition, some communities are enacting a double-call verification protocol. Under such a program an alarm CFS is verified by the 911 dispatcher with the alarm company before an officer is dispatched to respond. Also, the city should consider making greater use of the data it collects on the false alarms already recorded. Analysis of the data could reveal certain companies that have a poor record of installation. High-frequency alarm violators could be identified and visited by sworn personnel to identify reasons behind the false alarms.

In general, responding to false burglar alarms is an inefficient use of police emergency resources. The city does a good job managing this issue, but a more aggressive approach could be considered. The MPD and the city should explore avenues to minimize these responses to the greatest extent possible.

Automobile Accidents

Automobile accidents are another category of call for which the response by a sworn officer is questionable. The MPD has a policy that restricts a police response to property damage-only

accidents. However, in the period under observation the MPD responded to more than 1,300 motor vehicle accidents, most of which involved property damage only. CPSM recommends that the policy of responding to and investigating routine traffic accidents (property damage only, no criminality) be discontinued altogether. Most accidents involve only property damage to vehicles and the role of an officer is simply report preparation. When injuries occur or vehicles are inoperable and blocking traffic, however, police response is important.

Traffic Enforcement

During the study period, the MPD handled more than 12,000 traffic-related CFS. There were almost 9,000 traffic stops and more than 3,000 traffic enforcement CFS. This represents almost one-third of all CFS (police-initiated and community-initiated combined). However, there is not a clear relationship between this level of enforcement and overall traffic safety in Milpitas. There is an operational assumption that traffic enforcement leads to traffic safety, but this direct connection is not necessarily the case. This topic is discussed in greater length under the section on the Traffic Unit and the development of a strategic approach to traffic safety. The point here is that an overwhelming number of CFS and workload is being committed to traffic enforcement without a clear understanding of the outcome of this effort. The department and community stakeholders need to evaluate this category of work to consider a more strategic, and ultimately more efficient and effective approach to traffic safety. In other words, the level of traffic enforcement conducted by the Milpitas PD may not be achieving the desired result of improved traffic safety. However, before a shift in the operational approach is undertaken a robust discussion is necessary between the department and community stakeholders in order to have a full understanding of the new strategic approach if implemented.

Patrol Checks

The MPD engages in a robust program of “patrol checks” to a wide assortment of locations in the community. Table 5-1 shows that more than 4,100 patrol checks were conducted in Milpitas. Units on patrol can be assigned a “patrol check” by the department to address crime and disorder conditions, or at the request of property owners for added security in their absence. The table shows that a police-initiated patrol check last for an average of 17 minutes and a community-initiated patrol check lasts for more than 35 minutes. The MPD should be commended for implementing such a robust program. At the same time, an opportunity exists to dramatically improve the delivery of these services on three different levels.

From a criminological standpoint, research shows that spending as little as 15 minutes in a crime “hot spot” has a deterrent effect on crime at that location. The officers are directed to these locations based upon many factors. Along these lines, the MPD is providing a visible presence in the locations where crime is occurring. An opportunity exists here to enhance this approach.

Inspection of the directions given patrol officers indicates that they are told of the time, place, and general condition that they are addressing. For example, a trend of “459-auto” (burglary of an auto) at Milpitas Square. This is sufficient information for patrol officers to respond to these locations and provide a visible police presence, but not much more. This information, while valuable to orient the officers to the times and places of crime events, should be continued as part of a strategic approach to crime reduction. This approach is also discussed later in the report; it involves identifying with greater precision the human and environmental variables associated with the crime. In other words, who are the known offenders? What vehicles do they target? What kind of property is removed? Should the officers make crime prevention recommendations to the property management? Where should cameras be deployed, and should the recordings of these cameras be viewed? What is the long-term plan to address these

occurrences and how do all of the units of the MPD factor into that plan? Every two weeks, the department convenes members from all divisions of the organization for a meeting to discuss Part 1 crimes and conduct a round table information sharing discussion to determine solvability.

There is also an opportunity to explore the tension between quality, as opposed to quantity, of these activities. The MPD conducts over ten patrol checks each day, but is there an understanding of how well these patrols are being conducted? For example, is conducting a 17-minute “patrol check” adding value, either crime deterrent or community satisfaction, to the overall efforts of the department? What is being done during these patrols? Should they be longer? Is there any intelligence collected, and how should that be reported? In other words, the quality of these patrols should be the focus, and not just the quantity, or simply the fact that a patrol was conducted.

The MPD should also consider formalizing a feedback loop with respect to patrol checks. Presumably, on many of these activities a member of the community requested this service. The MPD should consider periodically contacting that community member notifying them about the services that were provided and also inquiring if the initial problem was addressed. The feedback loop, therefore, provides a higher quality of service by letting the community know that their problem was addressed, and lets the department know if its efforts actually made any difference.

Essentially, the MPD has the foundation of an excellent approach to police service. Leveraging the already robust direct patrol program along the three dimensions mentioned above will take this program to the next level and provide the high level of service that the community expects from the department.

Web-based or Deferred Response

The department website features a list of incidents for which the public can prepare a report online and without the response of an officer. Communities around the country have had success with this additional feature for citizens to report minor offenses. Inspection of the website reveals a professional and well-designed portal for the community to use.

TABLE 5-2: Web-based Reports, 2016 and 2017

Offense Type	2016	2017
Lost Property	165	178
Vehicle Burglary	71	100
Theft	125	156
CC Fraud	10	6
Grand Theft	68	54
Identity Theft	128	139
Vandalism	74	99
Harassing Phone Call	15	11
Hit and Run	38	38
Total	702	781

The use of this reporting mechanism is an excellent use of available technology. However, the actual use appears to be low. In 2016, 702 reports were prepared, and in 2017, 781 reports were prepared. This is in line with industry experience that suggests that citizens still prefer the response of a “live” officer to lodge their complaints. Web-based reporting is not a panacea for reducing

non-emergency responses, but is an excellent tool to consider nonetheless, and the MPD should consider promoting the use of this system. Although citizens still prefer the response of an officer, CPSM learned that this web-based program was prompted by the community to meet the needs of their busy schedules.

On the other hand, several of the crimes that members of the public can report are Part I Index Crimes. Larceny theft, including felony theft, vehicle burglary, and identity theft are all offenses that can be reported through the website. Vehicle burglary, for example, is a type of crime that is a major concern for the MPD. An MPD Sergeant screens all Coplogic reports to ensure cases with suspect information gets reviewed and officer assigned, and in cases where evidence needs to be collected, an officer will be assigned. Oftentimes, based upon the screening conducted by the Sergeant, contact will be made with the reporting party.

In addition to the web-based reporting, the MPD could consider staffing a telephone response program to various categories of CFS. The telephone response or differential response function could deal with past crimes and routine inquiries to the department, thus eliminating the response of a sworn officer. Non-emergency calls, such as past crimes, minor property damage, and harassment (all of the categories of web-based reporting options) can be handled by this program. Instead of dispatching an officer to these types of calls, or having an officer respond to headquarters off patrol, the information is deferred (delayed) until a staff member becomes available to respond to the call. The MPD assigns a sworn officer as a "Desk Officer" and this position can record reports for certain categories of non-emergency incidents over the telephone (or from people that report incidents in person). This process could divert non-emergency calls from the patrol units, and thus provide officers with more time to engage in proactive and directed patrols or traffic enforcement duties. Desk officers can also be assigned on-line reports that are screened by the sergeant requiring additional investigation.

CFS Efficiency

Further examination of various elements of the CFS and patrol response data also warrants discussion. Data from various tables and charts in the data analysis section of this report provide a wealth of information about demand, workload, and deployment in Milpitas. Several key pieces of information need to be highlighted to demonstrate the use of patrol resources in the city. These statistics are found in the data analysis section under Figure 12-1, Percentage Events per Day by Category; Table 12-6, Primary Unit's Average Occupied Time, by Category and Initiator; Table 12-7, Average Number of Responding Units by Initiator and Category; and Table 12-16, Average Response Time Components, by Category. Taken together these statistics provide an excellent lens through which to view the efficiency of patrol operations.

According to the data in Table 12-6, Milpitas patrol units on average takes 32.0 minutes to handle a call for service generated from the community. This figure is slightly higher than the benchmark time of about 28.7 minutes for a CFS, based on CPSM's experience. Also, the department, according to Table 12-7, dispatches 2.0 officers per CFS. The number of officers dispatched (like occupied time) varies by category of call but is higher in Milpitas as compared to policing norms of about 1.6 officers per CFS.¹ The average police-initiated CFS lasts about 19.5 minutes and involves 1.6 officers on average. Again, the service time here is higher than the average benchmark of other departments studies by CPSM.

Similarly, according to Table 12-16, response time for CFS in Milpitas averages 13.2 minutes per call in the winter, and 13.4 minutes per call during the summer. This is higher than the 11.0 minute average response time observed by CPSM. At the same time, the response time to high-priority

1. CPSM benchmarks are derived from data analyses of police agencies similar to the MPD.

CFS is somewhat lower than expected. The MPD posts an average of 4.4 minutes to respond to a high-priority CFS, which is quicker than the average response time of 5 minutes in other communities studied by CPSM.

Table 5-3 summarizes these and other figures in profiling CFS efficiency.

As other areas of this report will illustrate, the patrol function in the MPD experiences a high workload during an extended period during the day. That workload is undoubtedly reflected here in the summary of CFS efficiency. Service times are relatively short, and response times are relatively high, compared to other departments studied by CPSM. The combination of these two variables signal that the patrol function is stressed and could contribute to a lower quality of service during these CFS.

The MPD has embraced a policing philosophy that seeks to deliver a high level of service. This is reflected in the vision, mission, and values of the department. The department expects that officers on patrol talk to people they meet, develop relationships, and get to know the community they serve. This approach is undermined when officers do not take the time to develop these relationships. This could be a sign of efficiency; however, when put in context with the other data in this table, it appears that patrol workload conditions require handling CFS perhaps too quickly, and the department might consider modifications for the Patrol Bureau to comport with that high-quality service approach.

TABLE 5-3: CFS Efficiency

Variable Description	Mean	Minimum	Maximum	Milpitas	MPD vs. CPSM Comps
Population	67,748.6	5,417.0	833,024.0	79,503	
Officers per 100,000 Population	201.2	35.3	465.1	100.6	LOWER
Patrol Percent	66.1	32.4	96.8	71.3	HIGHER
CFS Rate	1,004.8	2.2	6,894.2	472	LOWER
Avg. Service Time, Police CFS	17.7	8.1	47.3	19.5	HIGHER
Avg. Service Time, Public CFS	28.7	16.0	42.9	32.0	HIGHER
Avg. # of Responding Units, Police CFS	1.2	1.0	1.6	1.6	HIGHER
Avg. # of Responding Units, Community CFS	1.6	1.2	2.2	2.0	HIGHER
Total Service Time, Police CFS (officer-min.)	22.1	9.7	75.7	31.2	HIGHER
Total Service Time, Community CFS (officer-min.)	48.0	23.6	84.0	64.0	HIGHER
Workload Percent Weekdays Winter	26.6	5.0	65.0	61.0	HIGHER
Workload Percent Weekends Winter	28.4	4.0	68.0	58.0	HIGHER
Workload Percent Weekdays Summer	28.7	6.0	67.0	63.0	HIGHER
Workload Percent Weekends Summer	31.8	5.0	69.0	58.0	HIGHER
Average Response Time Winter	11.0	3.1	32.2	13.2	HIGHER
Average Response Time Summer	11.2	2.4	33.3	13.4	HIGHER
High-priority Response Time	5.0	3.2	13.9	4.4	LOWER

PATROL DEPLOYMENT AND STAFFING

Uniformed patrol is considered the “backbone” of American policing. Bureau of Justice Statistics indicate that more than 95 percent of police departments in the U.S. in the same size category as the Milpitas Police Department provide uniformed patrol. Officers assigned to this important function are the most visible members of the department and command the largest share of resources committed by the department. Proper allocation of these resources is critical in order to have officers available to respond to calls for service and provide law enforcement services to the public.

Deployment

Although some police administrators suggest that there are national standards for the number of officers per thousand residents that a department should employ, that is not the case. The International Association of Chiefs of Police (IACP) states that ready-made, universally applicable patrol staffing standards do not exist. Furthermore, ratios such as officers-per-thousand population are inappropriate to use as the basis for staffing decisions.

According to *Public Management* magazine, “A key resource is discretionary patrol time, or the time available for officers to make self-initiated stops, advise a victim in how to prevent the next crime, or call property owners, neighbors, or local agencies to report problems or request assistance. Understanding discretionary time, and how it is used, is vital. Yet most police departments do not compile such data effectively. To be sure, this is not easy to do and, in some departments may require improvements in management information systems.”²

Essentially, “discretionary time” on patrol is the amount of time available each day where officers are not committed to handling CFS and workload demands from the public. It is “discretionary” and intended to be used at the discretion of the officer to address problems in the community and be available in the event of emergencies. When there is no discretionary time, officers are entirely committed to service demands, do not get the chance to address other community problems that do not arise through 911, and are not available in times of serious emergency. The lack of discretionary time indicates a department is understaffed. Conversely, when there is too much discretionary time, officers are idle. This is an indication that the department is overstaffed.

Staffing decisions, particularly for patrol, must be based on actual workload. Once the actual workload is determined the amount of discretionary time is determined and then staffing decisions can be made consistent with the department’s policing philosophy and the community’s ability to fund it. The MPD is a full-service police department, and its philosophy is to address essentially all requests for service in a community policing style. With this in mind it is necessary to look at workload to understand the impact of this style of policing in the context of community demand.

To understand actual workload (the time required to complete certain activities) it is critical to review total reported events within the context of how the events originated, such as through directed patrol, administrative tasks, officer-initiated activities, and citizen-initiated activities. Analysis of this type allows for identification of activities that are really “calls” from those activities that are some other event.

2. John Campbell, Joseph Brann, and David Williams, “Officer-per-Thousand Formulas and Other Policy Myths,” *Public Management* 86 (March 2004): 22–27.

Understanding the difference between the various types of police department events and the resulting staffing implications is critical to determining deployment needs. This portion of the study looks at the total deployed hours of the police department with a comparison to current time spent to provide services.

In general, a “Rule of 60” can be applied to evaluate patrol staffing. This rule has two parts. The first part states that 60 percent of the sworn officers in a department should be dedicated to the patrol function (patrol staffing) and the second part states that no more than 60 percent of their time should be committed to calls for service. This commitment of 60 percent of their time is referred to as the patrol saturation index.

The Rule of 60 is not a hard-and-fast rule, but rather a starting point for discussion on patrol deployment. Resource allocation decisions must be made from a policy and/or managerial perspective through which costs and benefits of competing demands are considered. The patrol saturation index indicates the percentage of time dedicated by police officers to public demands for service and administrative duties related to their jobs. Effective patrol deployment would exist at amounts where the saturation index was less than 60.

This Rule of 60 for patrol deployment does not mean the remaining 40 percent of time is downtime or break time. It is a reflection of the extent that patrol officer time is saturated by calls for service. The time when police personnel are not responding to calls should be committed to management-directed operations. This is a more focused use of time and can include supervised allocation of patrol officer activities toward proactive enforcement, crime prevention, community policing, and citizen safety initiatives. It will also provide ready and available resources in the event of a large-scale emergency.

From an organizational standpoint, it is important to have uniformed patrol resources available at all times of the day to deal with issues such as proactive enforcement, community policing, and emergency response. Patrol is generally the most visible and available resource in policing, and the ability to harness this resource is critical for successful operations.

From an officer’s standpoint, once a certain level of CFS activity is reached, the officer’s focus shifts to a CFS-based reactionary mode. Once a threshold is reached, the patrol officer’s mindset begins to shift from one that looks for ways to deal with crime and quality-of-life conditions in the community to one that continually prepares for the next call. After saturation, officers cease proactive policing and engage in a reactionary style of policing. The outlook becomes “Why act proactively when my actions are only going to be interrupted by a call?” Any uncommitted time is spent waiting for the next call. Sixty percent of time spent responding to calls for service is believed to be the saturation threshold.

Rule of 60 – Part 1

According to the department personnel data available at the time of the site visit (Dec. 13, 2018), patrol was staffed by 59 sworn police officers³ (3 lieutenants, 7 sergeants, 49 police officers). These 59 of the 82 sworn officers represent 72.0 percent of the sworn officers in the MPD. Adding the three traffic officers brings this figure to 75.6 percent (62 of 82 sworn officers).

3. At the time of the site visit, five police officers budgeted by the department were still assigned to their field training but not fully independent patrol officers. While they are counted in the overall number of officers assigned to patrol, they should not be included in the effective size of the patrol force. Budgeted headcount for the MPD is 89, and with three vacancies and three officers assigned to the police academy, the effective personnel strength was 77 sworn officers. These calculations also do not include the one “patrol officer” assigned to the Field Services Division.

Accordingly, the department has a higher than expected percentage of sworn officers dedicated to the patrol function. This part of the “rule” is not hard-and-fast. To bring the MPD into greater balance, additional personnel resources would be necessary.

Taken on its face, however, this part of the “rule” must be considered when examining the operational elements of the department when staffing recommendations are taken into consideration. The data presented here indicate that the MPDS should consider short-term and long-term plans to rebalance the personnel allocation among units in the department. In other words, too many personnel assets are dedicated to the patrol function as a percentage of the entire agency. The MPD should consider “rebalancing” or adding personnel to other non-patrol related functions.

Rule of 60 – Part 2

The second part of the “Rule of 60” examines workload and discretionary time and suggests that no more than 60 percent of time should be committed to calls for service. In other words, CPSM suggests that no more than 60 percent of available patrol officer time be spent responding to the service demands of the community. The remaining 40 percent of the time is the “discretionary time” for officers to be available to address community problems and be available for serious emergencies. This Rule of 60 for patrol deployment does not mean the remaining 40 percent of time is downtime or break time. It is simply a reflection of the point at which patrol officer time is “saturated” by CFS.

This ratio of dedicated time compared to discretionary time is referred to as the “Saturation Index” (SI). It is CPSM’s contention that patrol staffing is optimally deployed when the SI is in the 60 percent range. An SI greater than 60 percent indicates that the patrol manpower is largely reactive and overburdened with CFS and workload demands. An SI of somewhat less than 60 percent indicates that patrol manpower is optimally staffed. SI levels much lower than 60 percent, however, indicate patrol resources that are underutilized, and signals an opportunity for a reduction in patrol resources or reallocation of police personnel.

Departments must be cautious in interpreting the SI too narrowly. For example, one should not conclude that SI can never exceed 60 percent at any time during the day, or that in any given hour no more than 60 percent of any officer’s time be committed to CFS. The SI at 60 percent is intended to be a benchmark to evaluate overall service demands on patrol staffing. When SI levels exceed 60 percent for substantial periods of a given shift, or at isolated and specific times during the day, then decisions should be made to reallocate or realign personnel to reduce the SI to levels below 60. This is not a hard-and-fast rule, but rather a starting point for discussion on patrol deployment. Resource allocation decisions must be made from a policy and/or managerial perspective through which costs and benefits of competing demands are considered. The patrol saturation index indicates the percentage of time dedicated by police officers to public demands for service and administrative duties related to their jobs. Effective patrol deployment would exist at amounts where the saturation index was less than 60.

This Rule of 60 for patrol deployment does *not* mean the remaining 40 percent of time is downtime or break time. It is a reflection of the extent that patrol officer time is saturated by calls for service. The time when police personnel are not responding to calls should be committed to management-directed operations. This is a more focused use of time and can include supervised allocation of patrol officer activities toward proactive enforcement, crime prevention, community policing, and citizen safety initiatives. It will also provide ready and available resources in the event of a large-scale emergency.

The CPSM data analysis in the second part of this report provides a rich overview of CFS and staffing demands experienced by the Milpitas department. The analysis here looks specifically at

patrol deployment and how to maximize the personnel resources of the department to meet the demands of calls for service while also engaging in proactive policing to combat crime, disorder, and traffic issues in the community.

Figures 5-1 through 5-8 represent workload, staffing, and the “saturation” of patrol resources in the MPD during the two months (seasons) on which we focused our workload analysis. By “saturation” we mean the amount of time officers spend on patrol handling service demands from the community. In other words, how much of the day is “saturated” with workload demands. This “saturation” is the comparison of workload with available manpower over the course of an average day during the months selected. The figures represent the manpower and demand during weekdays and weekends during the months of August 2017 and February 2018. Examination of these figures permits exploration of the second part of the Rule of 60. Again, the Rule of 60 examines the relationship between total work and total patrol, and to comply with this rule, total work should be less than 60 percent of total patrol.

FIGURE 5-1: Deployment and Workload, Winter 2018, Weekdays

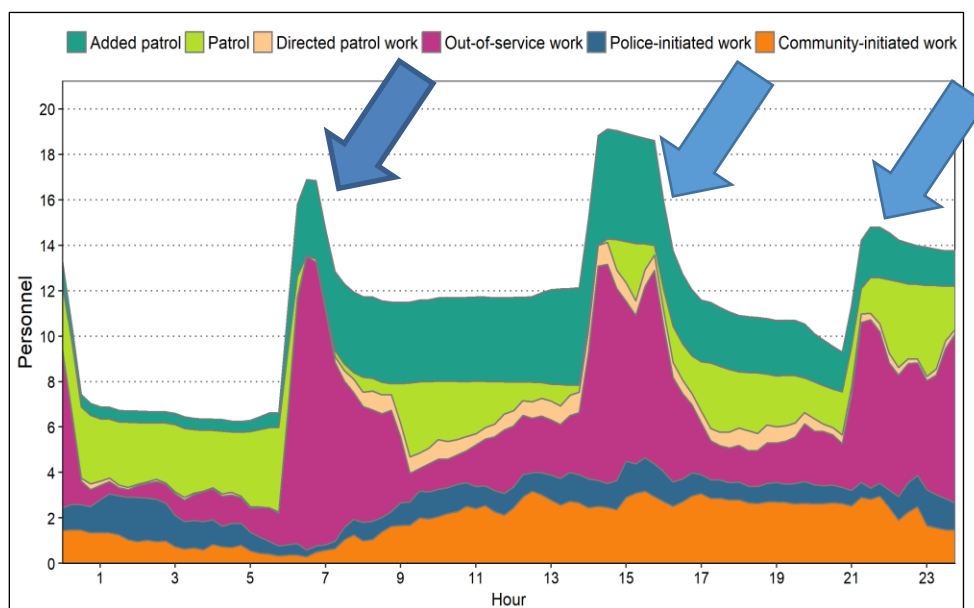
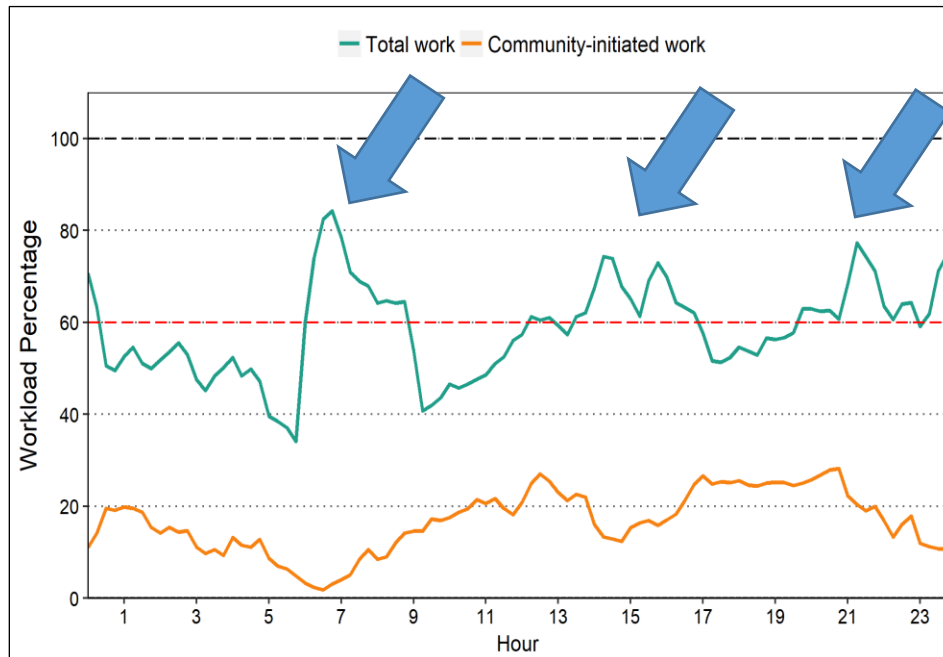


FIGURE 5-2: Workload Percentage by Hour, Winter 2018, Weekdays



Workload v. Deployment – Weekdays, Winter

Avg. Workload:	7.0 officers per hour
Avg. % Deployed (SI):	61 percent
Peak SI:	84 percent
Peak SI Time:	6:45 a.m.

Figures 5-1 and 5-2 present the patrol workload demands and SI for weekdays in winter. As the figures indicate, the SI exceeds the 60 percent threshold several times during the day. The SI ranges from a low of approximately 35 percent at 6:00 a.m. to a high of 84 percent at 6:45 a.m., with a daily average of 61 percent.

Figures 5-1 and 5-2 illustrate several important features of the patrol function in Milpitas. Figure 5-1 shows that during winter weekdays workload is high throughout the day. With several peaks above the saturation threshold and a daily saturation index average of 61 percent, the patrol function is under stress. Officers would likely report being very busy during their shifts. Understanding this perception is possible by examining both Figures 5-1 and 5-2 in context.

Figure 5-1 illustrates the level of patrol staffing throughout the day. The light green area on the graph shows the amount of basic patrol resources during the day. Basic patrol deployment ranges from approximately 6 to 12 officers. There are three distinct spikes during the day between 6:00 a.m. and 7:00 a.m., between 2:00 p.m. and 4:00 p.m., and again between 9:00 p.m. and midnight. These personnel spikes correspond to the times of the day when the patrol shifts overlap, and more than one Watch is on duty. “Added patrol” resources appear most abundant during the day and evening hours and is comprised of approximately four officers at most times. These resources taper off substantially after midnight and are largely unavailable in the early morning hours.

This workload is then transformed into a percentage of the amount of personnel available to handle it. This is illustrated in Figure 5-2. Figure 5-2 illustrates that the Saturation Index exceeds 40 percent almost all day. This calculation is made by dividing the amount of workload by the

available staff. For the purposes of this analysis, available patrol staff is defined as Sergeants and police officers assigned to patrol, and added patrol includes Traffic, Desk, Reserve, and Juvenile/Community relations, as well as Lieutenants.

The figures show that community-initiated work (CFS from the public), hits a low point in the morning hours around 6:00 a.m., peaks at about 1:00 p.m., and stays elevated throughout the rest of the day until it begins to taper off after midnight. This is a typical workload distribution for a police department. There also appears to be a steady level of police-initiated work throughout the day. Combining community-initiated and police-initiated work produces a distribution of work that mirrors the amount of available patrol personnel resources. This signifies that workload demands from community (reactive) and police (proactive) sources appear to be met by the available personnel.

Figure 5-1 also shows a fairly substantial amount of time dedicated to “out-of-service” work. The purple area of the figure is most prominent during the change of shifts, but remains high throughout the day. The blue arrows superimposed on the above figures show the periods when out-of-service workload spikes. During the shift change between Midnight and Day shifts, for example, between the hours of 6:00 a.m. and 7:00 a.m., it appears that on average more than 80 percent of the available officer time is committed, with the overwhelming majority of this time dedicated to out-of-service activities. It is natural for officers to take themselves out of service as the shift ends and also at the beginning of the shift to attend briefing, training, etc. However, it appears that both shifts engage in these activities at the same time. There needs to be better coordination and supervision during shift-change to minimize (even eliminate) the excessive out-of-service time.

This situation repeats itself during the shift changes between Day and Swing shifts, and again between Swing and Midnight shifts. There appears to be a department-wide practice of going out-of-service during the periods of time when the shifts overlap. This is problematic and it appears that the added patrol resources, which presumably are scheduled when community demands are the greatest, are actually used for out-of-service times for the officers. It is recommended that both greater supervision and a shift modification be implemented to correct this condition.

Furthermore, there appears to be more time dedicated to out-of-service work than both directed patrol and police-initiated work. Although the exact dynamics of this out-of-service work is beyond the scope of this report, a breakdown of these activities is included in the data analysis section. The MPD should examine these activities more carefully to better understand the use of time in this area. There could be a high administrative burden with respect to patrol operation, and perhaps an opportunity to explore this time with an eye towards creating greater efficiencies. It could also be an opportunity for tighter supervision on patrol in order to minimize time spent in this area.

The takeaway from the situation presented in Figures 5-1 and 5-2 is that adjustments need to be made to minimize the amount of out-of-service time spent by officers on patrol. There appears to be large inefficiencies in the distribution of work around shift change. The following six figures reinforce this conclusion and indicate that this situation also occurs during the summer and on weekends.

FIGURE 5-3: Deployment and Workload, Winter 2018, Weekends

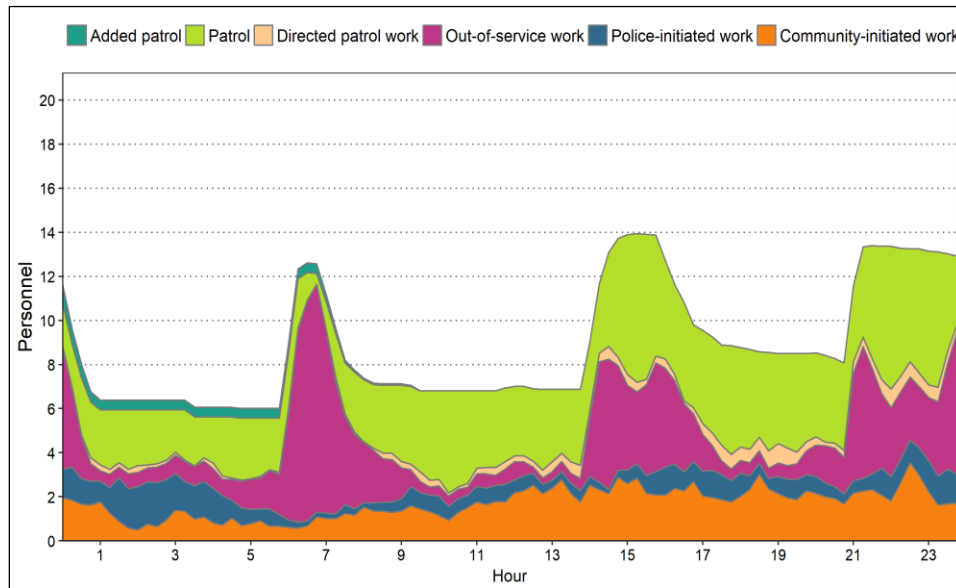
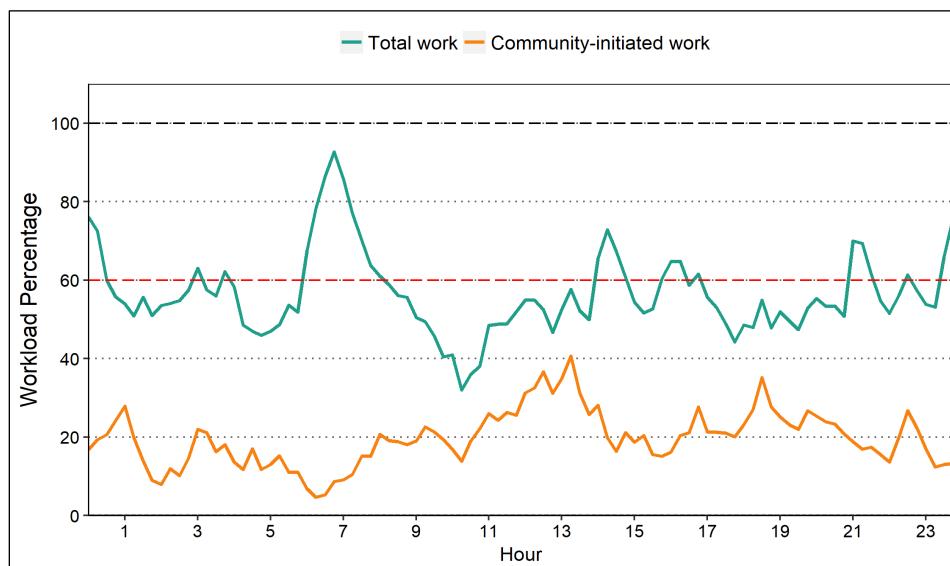


FIGURE 5-4: Workload Percentage by Hour, Winter 2018, Weekends



Workload v. Deployment – Weekends, Winter

Avg. Workload: 5.2 officers per hour
 Avg. % Deployed (SI): 58 percent
 Peak SI: 93 percent
 Peak SI Time: 6:45 a.m.

Figures 5-3 and 5-4 present the patrol workload demands and SI for weekends in winter. The workload exceeds the 60 percent threshold a number of times during the day. The SI ranges from a low of approximately 35 percent around 10:30 a.m. to a high of 93 percent at 6:45 a.m., with a daily average of 58 percent.

FIGURE 5-5: Deployment and Workload, Summer 2018 Weekdays

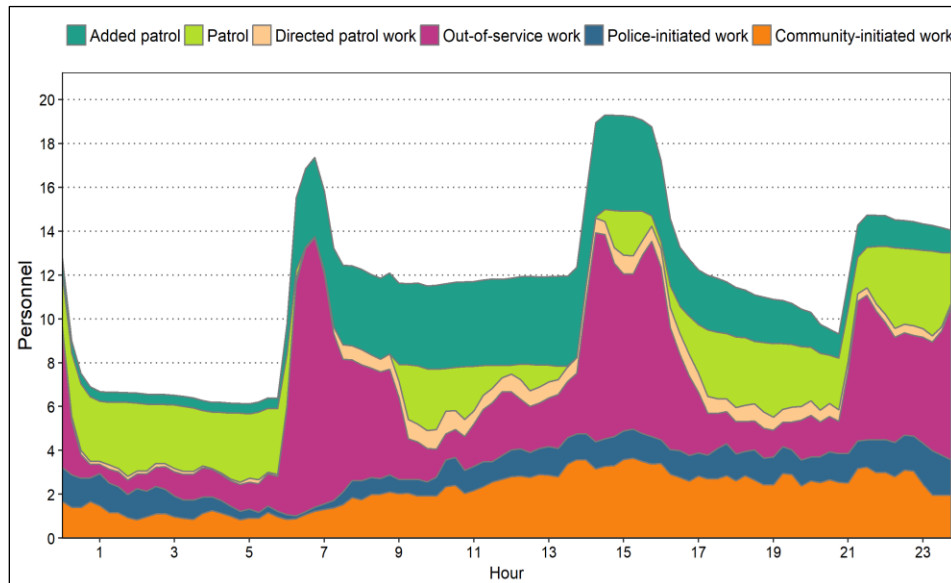
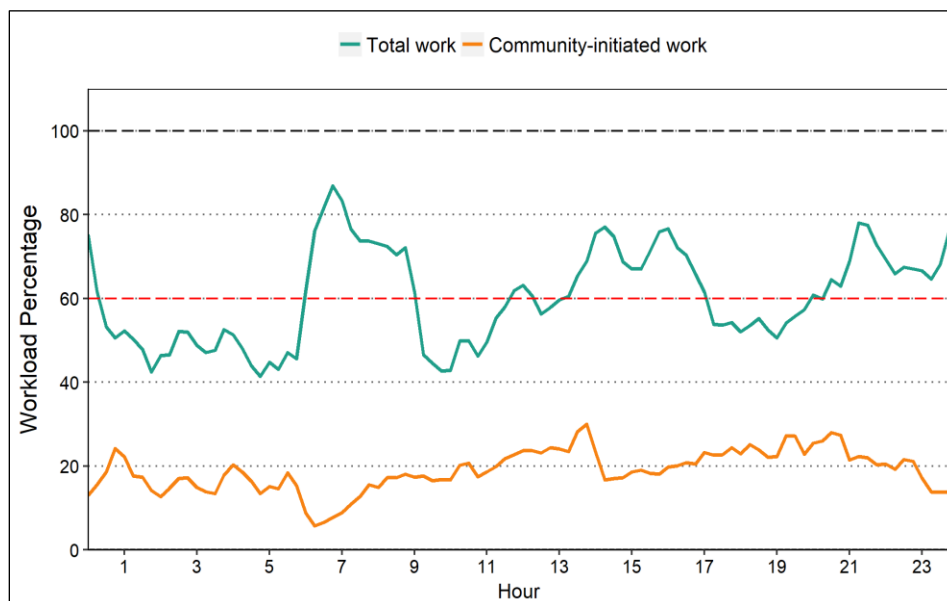


FIGURE 5-6: Workload Percentage by Hour, Summer 2018, Weekdays



Workload vs. Deployment – Weekdays, Summer

Avg. Workload: 7.3 officers per hour
 Avg. % Deployed (SI): 63 percent
 Peak SI: 87 percent
 Peak SI Time: 6:45 a.m.

Figures 5-5 and 5-6 present the patrol workload demands and SI for weekdays in summer. The workload exceeds the 60 percent threshold at numerous times throughout the day. The SI ranges from a low of approximately 40 percent at 4:30 a.m. to a high of 87 percent at 6:45 a.m., with a daily average of 63 percent.

FIGURE 5-7: Deployment and Workload, Summer 2018, Weekends

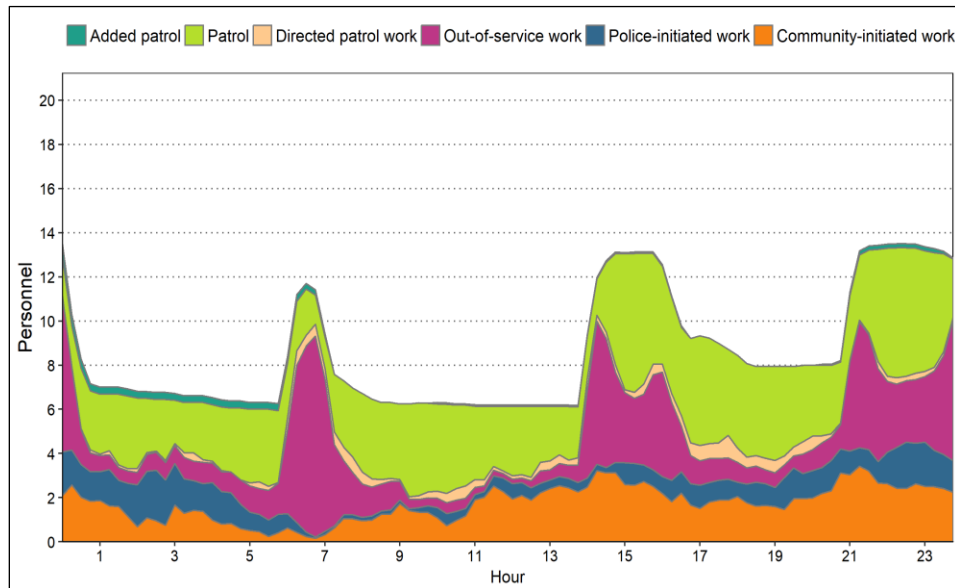
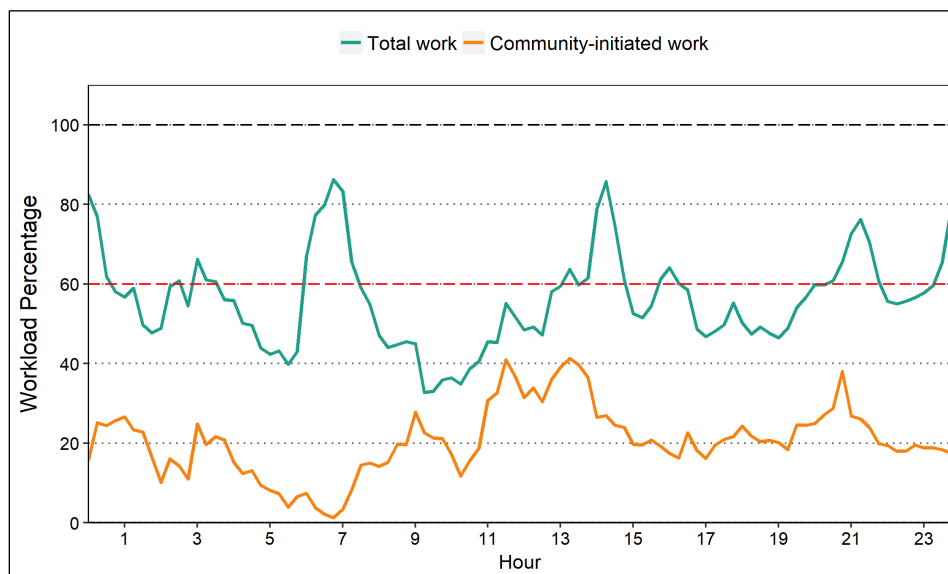


FIGURE 5-8: Workload Percentage by Hour, Summer 2018, Weekends



Workload v. Deployment – Weekends, Summer

Avg. Workload: 5.0 officers per hour
 Avg. % Deployed (SI): 58 percent
 Peak SI: 86 percent
 Peak SI Time: 6:45 a.m. and 2:15 a.m.

Figures 5-7 and 5-8 present the patrol workload demands and SI for weekends in summer. The workload exceeds the 60 percent threshold at numerous times throughout the day. The SI ranges from a low of about 35 percent at 9:30 a.m. to a high of 86 percent at 6:45 a.m. and 2:15 p.m., with a daily average of 58 percent.

Inspection of the workload figures for weekends reveals a low level of police-initiated and directed patrol, and a high level of out-of-service work. This pattern occurs on both weekdays to weekends in both summer and winter. Therefore, when personnel resources increase, patrol officers shift their time to administrative work.

Taking all of these interrelated elements together permits several conclusions with regards to the patrol function. First, the patrol function in Milpitas is stressed. Workload breaches the 60 percent threshold during numerous times throughout the day, with the workload averages at around 60 percent.

Table 5-4 summarizes the significant findings of the workload and deployment information found in Figures 5-1 through 5-8.

TABLE 5-4: Summary of Workload and Deployment

	Winter Weekdays	Winter Weekends	Summer Weekdays	Summer Weekends
Avg. Workload:	7.0	5.2	7.0	5.0
Avg. % Deployed (SI):	61%	58%	63%	58%
Peak SI:	84%	93%	87%	86%
Peak SI Time:	6:45 a.m.	6:45 a.m.	6:45 a.m.	6:45 a.m. and 2:15 p.m.

The information presented above can be used in estimating the appropriate level of staffing for patrol. This is determined by examining shift schedules within the context of the service demands illustrated above.

Schedule and Staffing

Taking into consideration the demand for police services and the concept of saturation index, appropriate levels of patrol staffing can be determined. The optimal level of patrol staffing will lead to the modeling of patrol schedules and act as the foundation for the staffing of the entire department.

The MPD's main patrol force is scheduled in 10-hour shifts starting at 6:00 a.m., 2:00 p.m., and 9:00 p.m. Each Watch is commanded by a Lieutenant and is supervised by two Sergeants. Twice each year, police officers select their patrol assignments according to seniority. They are assigned to work four 10-hour days with fixed days off. For example, officer #1 on Watch I (9:00 p.m. to 7:00 a.m.) has Monday, Tuesday, and Wednesday off each week for the duration of the schedule until the next opportunity to select a patrol assignment. When fully staffed, each Watch will have 14 police officers assigned, with seven pairs of officers having the same fixed days off (two off Mon., Tue., Wed., etc.).

Table 5-5 presents the combination of personnel assignments for patrol.

TABLE 5-5: Patrol Strength by Shift⁴

Watch		Lt.	Sgt.	P.O. ⁵
I	2100x0700	1	2	12
II	0600x1600	1	2	12
III	1400x2400	1	2	13
Mall/Desk	1000x2000			3
Mall/Desk	1400x2400			2
		3	6	42

Patrol Reconfiguration: 10-hour Shifts

The available literature on shift length provides no definitive conclusions on an appropriate shift length. A recent study published by the Police Foundation examined 8-hour, 10-hour, and 12-hour shifts and found positive and negative characteristics associated with all three options.⁶ The length of the shift is secondary to the application of that shift to meet service demands.

The 10-hour shift schedule, like the one used in Milpitas, poses advantages and disadvantages. On the positive side, the 10-hour shift requires fewer work appearances for officers and supervisors than the typical 8-hour shift. Presumably, fewer appearances translates into a higher quality of life away from work. From an operational perspective, the 10-hour shift results in a greater percentage of officers working on any given day, thus more officers to deploy toward crime, traffic, disorder, and community issues at any one time.

On the negative side, 10-hour shifts, in general, are difficult to implement. Since 10-hour increments of time do not divide evenly into a 24-hour period, adjustments and overlaps are necessary. This is especially true when three 10-hour shifts are used. With three shifts, there is a total of six hours during which shifts overlap each day. The MPD selected to overlap the Night and Day shifts by one hour, the Day and Swing shifts by two hours, and the Swing and Night shifts by three hours. The negative characteristics of this time were discussed above. To summarize, one hour is more time than necessary to change shifts. Two hours is certainly more time than needed to change shifts, but not enough time to deploy officers in a meaningful way to address CFS or community issues. The extended overlap leads to a slowdown in work at the end of the Day shift, and a build-up of CFS at the beginning of the Swing shift. A much shorter overlap (even assigning an “early car”) would be preferred.

The MPD overlaps the Swing and Night shifts by three hours, from 2100 hours to 2400 hours. At 2100 hours, workload demand is declining, and beginning the overlap shift at 2100 is less than optimal.

The current shift plan in Milpitas, therefore, does not strike the right balance of permitting the efficient change of shifts and addressing community problems when they are most prevalent. It appears the overlap is either used to go “out-of-service” for extended periods of time, or implemented at a time when it is suboptimal. The combination of these two expectations leads to an extremely inefficient use of patrol resources.

4. At the time of the site visit there was an addition sergeant assigned to the Field Services Division. At the time that sergeant was assigned to perform recruitment duties and not enforcement or patrol functions.

5. Does not include police officers assigned to field training or entry level training at the police academy.

6. Karen L. Amendola, et al, *The Shift Length Experiment: What We Know about 8-, 10-, and 12-hour Shifts in Policing* (Washington, DC: Police Foundation, 2012).

Adding a fourth shift would address all of the negative aspects of three 10-hour shifts mentioned above. With a fourth shift, a new shift starts essentially every four hours. The extended overlap could greatly minimize the “end-of-shift slow-down” that seems to be occurring. Experience with other departments using this type of four-shift schedule indicates that shifts transition more smoothly without CFS stacking up or officers requiring time to be out-of-service for administrative functions. Since shifts are doubled for most of the day the perception of a “hand-off” at the end of one shift to the beginning of the next shift does not occur. Adding the fourth shift, therefore, would eliminate those jagged spikes that are present now in the workload saturation figures and would ensure a steadier allocation of personnel throughout the day.

In addition, adding a fourth shift essentially provides more officers assigned to work during the day when they are needed most. The overlap feature recommended by CPSM “staffs up” when personnel are needed the most, and “staffs down” when they are needed the least.

CPSM strongly recommends that the current schedule be changed to a new one that is more efficient. The following discussion presents several options that the department might consider. Each one is an improvement over the current shift model. Also, each one has both pros and cons that the department should consider carefully.

Adding a Fourth Shift

Table 5-6 illustrates a schedule that features four 10-hours shifts. This schedule relies on the current patrol allocation of 6 sergeants, and 44 officers are required. Under this plan the number of officers assigned per shift is one sergeant, and 10 police officers. This model increases the number of officers assigned from 1000 hours until 0200 hours. This doubled period can be changed to suit the needs of the department and may be adjusted for winter and summer deployment as workload changes during the year. The squads that have single coverage during some part of the day are staffed with two Sergeants in order to provide supervision throughout the week. The current fixed days off feature could be continued and the officers assigned would have a different set of days off each week. The combination of these days off would result in either six or seven officers scheduled to work each day. Therefore, during the overlap times there would be between 11 and 13 officers assigned each day.

TABLE 5-6: Shift Reconfiguration⁷ with Four 10-Hour Shifts

Shift	Lt.	Sgt.	P.O.	Total
1000x2000		1	10	11
2000x0600	1	2	12	15
0600x1600	1	2	12	15
1600x0200		1	10	11
	2	6	44****	52

**** This is a proposed staffing number. The actual number of patrol officers at the time of the site visit appears in Table 5-5

Table 5-7 illustrates the staffing levels that would be present throughout the day by adding a fourth 10-hour shift.

7. Does not include police officers assigned to the Great Mall or B.A.R.T. station

TABLE 5-7: Hourly Staffing Levels Under Four 10-Hour Shifts Deployment

Hour	1000x2000	2000x0600	0600x1600	1600x0200	Total
12 AM		6		6	12
1 AM		6		6	12
2 AM		6			6
3 AM		6			6
4 AM		6			6
5 AM		6			6
6 AM			6		6
7 AM			6		6
8 AM			6		6
9 AM			6		6
10 AM	6		6		12
11 AM	6		6		12
12 PM	6		6		12
1 PM	6		6		12
2 PM	6		6		12
3 PM	6		6		12
4 PM	6			6	12
5 PM	6			6	12
6 PM	6			6	12
7 PM	6			6	12
8 PM		6		6	12
9 PM		6		6	12
10 PM		6		6	12
11 PM		6		6	12

Table 5-7 shows that teams of six officers report for duty at multiple occasions throughout the day. From 1000 hours all the way until 0200 hours, there are two teams assigned at the same time, which results in 12 officers assigned to patrol during these times. Depending upon the day of the week and the fixed day-off combination of officers scheduled to work, the number of officers reporting for duty will vary between six and seven on the 0600x1600 and 2000x0600 shifts, and five to six on the other shifts. Six (and 12) was selected as the most common personnel configuration and used for the illustration in the table.

12-hour Shifts

Another possibility for the MPD is to abandon the 10-hour shifts altogether and implement a 12-hour shift rotation. Police departments all around the country implement this shift length successfully. The major advantage of this schedule is that it maximizes the amount of resources that are available at any time during the day. At a minimum, 25 percent of the patrol force is working at all hours of the day. Another advantage is that the patrol squads work together at the same time as their supervisors, and always work together as a squad. Officers, therefore, have the same supervisor every day, and work with the same officers every day. This establishes unity of command and a high degree of esprit de corps with the squad. This shift rotation has

disadvantages as well. With the patrol force divided equally into four squads, the same number of personnel are assigned to work every hour throughout the day. When the workload fluctuates throughout the day, the level of personnel assigned remains the same. This shift model requires a minimum of four sergeants, with one supervising each squad. The MPD has six Sergeants assigned to patrol and CPSM recommends maintaining this level of supervision to provide backfill and operational support. The two additional Sergeants would be added (one to the day teams and one to the night teams) and be assigned with flexible days off to provide supervisory coverage when the primary supervisor is absent. Leadership of these personnel would be provided by two Lieutenants acting as Watch commanders. One Lieutenant would be the Day Watch commander and with work hours aligned with the Day shift, and the other would be the Night Watch commander and with work hours aligned with the Night shift. Their days off would be flexible and determined by operational need. Table 5-8 provides an illustration of the shift schedule under this plan.

TABLE 5-8: Patrol Division Configuration with 12-hour Shifts

Squad	Shift	Lt.	Sgt.	PO	Total
A	0600X1800	1	2	11	13
B	1800X0600		1	11	12
C	0600X1800		1	11	13
D	1800X0600	1	2	11	13
		2	6	44	52

Shift Rotation – Days Off – 12-hour Shifts

For all of the 12-hour shifts, CPSM recommends a rotation that limits the number of consecutive days worked, and provides for every other weekend off for personnel working these shifts. Days off under this plan would rotate on a biweekly basis. Each squad would have an alternating rotation of two- and three-day combinations. The rotation shown in Table 5-9 is commonly known as the “Pitman” schedule. The four squads work opposite each other. Two share the same work hours, and the other two share the same day-off rotation. The rotation permits each squad to have every other weekend off. This schedule calls for seven 12-hour shifts over the two-week period. This will result in 84 work hours, which will require the MPD to fund four extra hours each period, or require officers to use four hours of time each period. The logistics of the 84-hour period would need to be determined by the department

TABLE 5-9: Days Off Rotation Under a 12-Hour Shift Plan

	Day:	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Shift	Sqd	M	T	W	H	F	Sa	Su	M	T	W	H	F	Sa	Su
6X18	A	ON	ON	OFF	OFF	ON	ON	ON	OFF	OFF	ON	ON	OFF	OFF	OFF
18X6	B	OFF	OFF	ON	ON	OFF	OFF	OFF	ON	ON	OFF	OFF	ON	ON	ON
6X18	C	ON	ON	OFF	OFF	ON	ON	ON	OFF	OFF	ON	ON	OFF	OFF	OFF
18X6	D	OFF	OFF	ON	ON	OFF	OFF	OFF	ON	ON	OFF	OFF	ON	ON	ON

Under this model, the Lieutenants could be tasked with overall responsibility of carrying out the strategic plan of the department and use their resources to reduce crime, disorder, and improve traffic safety and the response to community problems. Considering that many problems are unique to either day or night, the temporal assignment of responsibility, as opposed to geographic or spatial, might make more sense for the MPD. The daytime shifts could be focused on traffic, daytime burglaries, park conditions, etc., and the nighttime teams could be focused

on disorderly bars and clubs, car theft, DUI enforcement, etc. Each shift would have an operational plan and the Lieutenants would be responsible for executing that plan and using their experience and authority to marshal departmental resources to achieve the goals of that plan

Communities around the country are implementing what are known as neighborhood police teams of officers to address community problems. These teams work with the community and other units of the police department and city/state/federal officials to identify and solve community problems. These problems can range from crime, to traffic, to disorder, to schools, etc. Essentially, this approach incorporates the "S.A.R.A" process of community policing (scanning, analysis, response, and assessment) with problem-oriented policing to eliminate community problems.

Consideration should be given by the MPD toward adopting this approach. Realigning existing officers and deploying them at the appropriate time, while directing their duties through a strategic plan, might result in a substantial impact on the quality of life in Milpitas. This response teams can be used as a resource to assist the CFS function of patrol and target community problems simultaneously.

All things considered, the current patrol shift schedule in the MPD is suboptimal. Consideration should be given to altering the shift schedule and identifying a plan that better meets the operational needs of the department and also improves overall efficiency.

Patrol Officers Assigned to the Field Services Division

The MPD currently staffs a "patrol officer" position in the Field Services Division. This is a sworn position and there is one patrol officer assigned to each Watch. At the time of the site visit, there were two vacancies and only one position was filled. The patrol officer is responsible for supporting patrol operations by handling non-emergency CFS received from the public, and other duties.

CPSM recommends that the title of this position be changed to "Community Service Officer" (CSO), and one CSO should be assigned to each of the Watches. CPSM also recommends that the classification be changed from a sworn police officer position to a civilian position. The CSOs should have a distinctive uniform and would support patrol operations by handling non-emergency CFS, preparing accident and past crime reports, etc. Therefore, if the MPD were to embrace the recommendation to add a fourth Watch to patrol, the department would be staffed with four CSOs and would also need to fill three vacant positions.

ADMINISTRATIVE SUPPORT FOR PATROL

Currently, the Field Services Division has no administrative support. All of the administrative functions required by day-to-day operations are performed either by the division Captain or delegated to various members throughout the division. The FSD Captain is responsible for the department budget, planning special events, and has oversight of numerous operational and support functions in the department. These functions include field training, tactics and baton training, reserve officers, life support, vehicle operation and maintenance, polygraph examiners, SWAT, hostage negotiations, mobile field force, evidence technicians, bicycle officers, K9, CopLogic, and the honor guard. Managing all of these functions is undoubtedly a full-time job, which detracts from the primary responsibility of commanding patrol operations. As the MPD moves forward under the new administration and new operational philosophy, relieving the administrative burden from this position will be critical.

CPSM recommends that additional administrative support be provided to the Field Services Division. One Sergeant and one civilian staff member should be assigned to assist the Captain in carrying out the day-to-day functions of the division.

TECHNOLOGY ON PATROL

The MPD equips each patrol vehicle with a wide array of technology that is on par with industry standards in this regard. Each marked patrol vehicle is equipped with a mobile digital terminal capable of accessing the CAD and RMS systems. Each car is also equipped with a heavy-weapon rack and officers have the ability to have such weapons mounted inside the vehicle.

Each officer is equipped with a body-worn camera (BWC). In an effort to promote transparency of police operations and foster and improve trust between the police and the community, departments across the country are deploying body-worn cameras (BWC) on their officers. Although the technology is in its infancy, research into the use of BWCs has already shown that officers with BWCs use less force, get fewer complaints, and improve the overall satisfaction with police-community encounters (for both the officers and the community). This is a wise use of technology.

Several department vehicles are equipped with automatic license plate readers (LPR). Recent research has shown that license plate readers are very effective tools for apprehending auto thieves and recovering stolen vehicles. These devices are an excellent tool in addressing both crime and traffic safety issues.

One missing piece of equipment from MPD vehicles are automated external defibrillators (AED). They cost around \$1,000 per device and can be used easily for cardiac events. CPSM recommends that all marked department vehicles on patrol be equipped with these lifesaving devices.

Patrol Recommendations:

- Create a working group to examine CFS demands and requirements for patrol response. (Recommendation No. 4.)
- Reconfigure the patrol work plan by adding a fourth 10-hour shift. (Recommendation No. 5.)
- Staff patrol with 2 Lieutenants, 6 Sergeants, and 44 police officers. (Recommendation No. 6.)
- Add one Sergeant and one civilian staff member to support the operations of the Field Services Division. (Recommendation No. 7.)
- Reduce excessive out-of-service time throughout the day. (Recommendation No. 8.)
- Deploy AEDs in patrol vehicles. (Recommendation No. 9.)
- Reclassify the sworn "Patrol Officer" positions in the Field Services Division to civilian "Community Service Officers." (Recommendation No. 10.)

SPATIAL REPRESENTATION OF DEMAND

The figures presented previously (Figures 5-1 through 5-8) provide a thorough examination of the service demands placed on the MPD during different times of the day and week. In addition to these “temporal” demands, it is also possible to illustrate the “spatial” demands on the MPD. Examining the spatial demands permits the exploration of where incidents are occurring.

Maps were generated using the CFS data that CPSM extracted from the CAD system; these maps are intended to illustrate problem areas in the city using one year of data that was collected. The goal in this section is to illustrate problematic locations in the community and also illustrate the need to develop specific strategies around those locations.

As can be seen in Figures 5-9 and 5-10, there are several distinct incident “hot spots” in the community. It is clear that the Great Mall dominates the responses by the MPD to both crime CFS and other CFS. There are numerous discernable hotspots in this area, as well as sizeable concentrations of CFS in other retail and commercial locations throughout the city. This comes as no surprise as these areas are vibrant and well-traveled part of the community and presumably would demand a large share of attention from the police department.

Each one of the actual “hot spots” in the community should be the focus of a specific and targeted strategy that aims to eliminate, or drastically reduce, the conditions present at those locations. Undoubtedly, these locations receive the lion's share of attention from patrol officers in the department, and consideration should be given to formulating a deliberate plan to deal with these locations in a proactive fashion.

The MPD assigns four officers to the Great Mall. Two officers are assigned from 10:00 a.m. to 8:00 p.m., and two other officers are assigned to Watch II, working from 2:00 p.m. to midnight. These officers have fixed days off throughout the week, and generally work weekends when the Mall is busiest. This is a considerable investment in personnel. And considering the upcoming opening of the B.A.R.T. terminal in close proximity to the Great Mall, the MPD will be making an even greater commitment of personnel to this vicinity. This general location (Mall/BART), will be a major source of crime, traffic, and CFS for the department and the “hot spots” illustrated in these figures will undoubtedly grow and get “hotter.” The MPD needs a strategic plan to deal with the issues that will be generated from these locations.

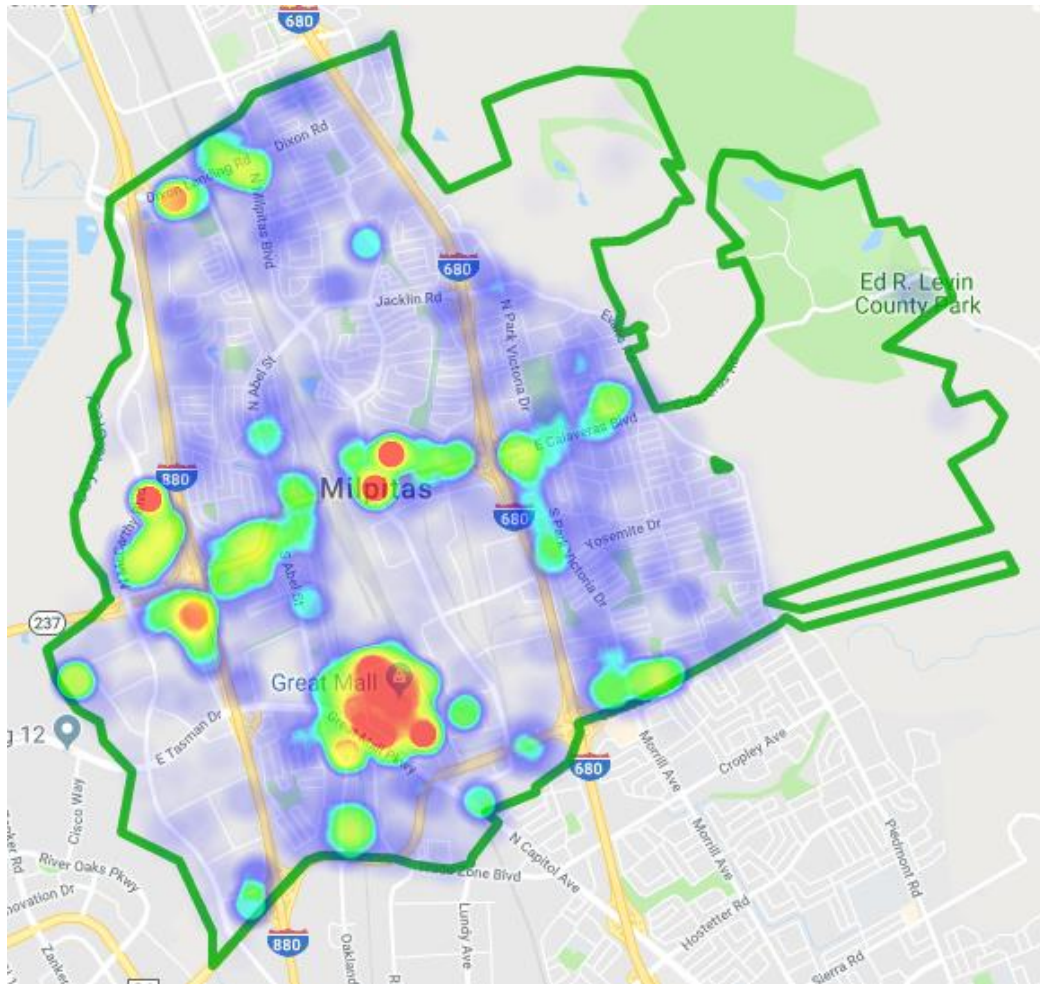
CPSM recommends taking a more strategic approach to crime at these locations. Considering that the department has already developed relationships with loss prevention personnel, and that an efficient process has been developed to deal with shoplifting after the fact, it might be worthwhile to develop a strategic plan that addresses incidents before they happen. The MPD should create a specific strategic plan for this general location. All of the operational resources, patrol, investigative, etc., should be brought to bear on crime and disorder at this location. Shoplifting could just be a simple juvenile prank, or it could be part of an organized ring of retail and identity theft. Police departments across the country are experiencing a growing trend of gang involvement in retail and identity theft, as well as auto larceny in the vicinity of commercial hubs. A more coordinated and strategic approach to this condition is warranted. Such an approach will have an impact on reducing crime and be a better use of scarce patrol resources. The same approach should be taken for traffic safety (discussed below). A strategic approach is necessary to deal with the myriad of issues generated in this area.

Subsequent sections in this report discuss the deployment of a Crime Reduction Team and a Traffic Unit. These issues would be relevant for these teams to address. Under the leadership of a Lieutenant, the teams could be directed to target these locations. They could provide high-visibility patrol in these areas, identify and track recidivist offenders, follow-up on open

investigations, conduct targeted enforcement on motor vehicles used in these offenses, as well as employ a variety of tactics identified by the MPD that might impact crime at these locations. With the appropriate resources lined up, the lieutenant should develop and implement a strategic plan and be held accountable for the success of that plan. This same approach could be applied to other areas of importance as well, such as safety and security in parks, traffic safety, community policing, etc. The maps, therefore, become a tool to focus the department on where the problem areas are, and the commanders become the tool to develop and implement the strategic plan to address these problems.

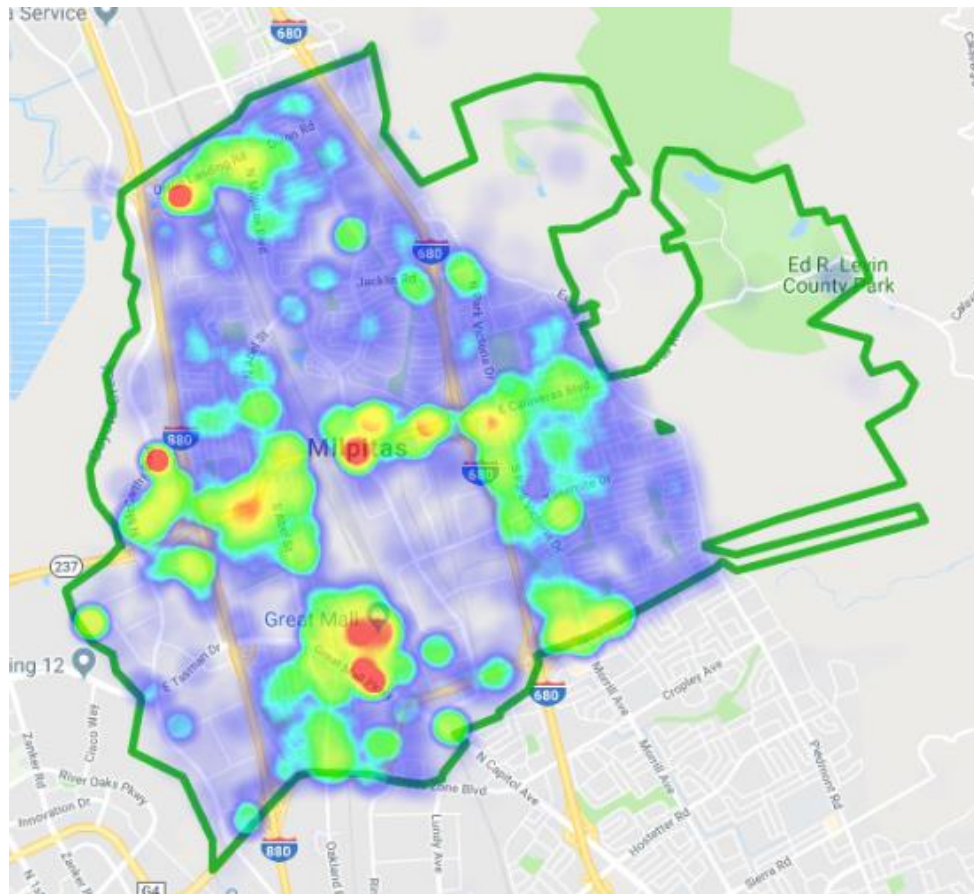
In addition, the MPD, from a deployment perspective, assigns officers to patrol beats on a steady basis. At each shift bid, officers get assigned to a Watch, and for the duration of their assignment, the department attempts to keep officers assigned regularly to one of the five patrol beats. And while there are deviations from the steady patrol beat assignments, the officers are generally assigned to fairly predictable geographic areas. Each of these areas have crime, traffic, disorder, and community hot spots of their own. As the maps illustrate, there are areas across the city that demand police attention. The Great Mall (and eventually B.A.R.T.) consume an inordinate share of the resources. Therefore, it becomes even more important for patrol officers to attend to the problems on their beats. A strategic approach is warranted here as well. Each patrol beat should have crime, traffic, disorder, and community concerns identified. The specific times, days, locations, issues, possible offenders, etc. should be identified and communicated to patrol officers for them to address during their shifts. Lieutenants and Sergeants likewise should be held accountable for ensuring these issues are addressed according to the strategic plan developed. Patrol would then become more than reactive response to CFS, and more proactive, identifying and addressing community problems before they occur. This would require a sound strategic plan and rigorous execution of that plan, driven by intelligence and mapping data.

FIGURE 5-9: Spatial Representation of Crime–CFS (Red > 40 Crime CFS)



Runs	Location	Place
201	1100 Great Mall Drive	Great Mall
101	1150 Great Mall Drive	Kohl's
68	301 Ranch Drive	Walmart
43	1275 N Milpitas Blvd	Police HQ
39	1330 Great Mall Drive	Saks Off 5 th
37	447 Great Mall Drive	Great Mall
37	Town Center	Town Center
36	555 E Calaveras Blvd	Action Urgent Care
36	1360 Great Mall Drive	Marshalls
35	212 Great Mall Drive	Great Mall Bus Stop

FIGURE 5-10: Spatial Representation of Community-Initiated CFS (Red > 100 CFS)



Runs	Location	Place
360	1100 Great Mall Drive	Great Mall
180	1275 N Milpitas Blvd	Police HQ
154	301 Ranch Drive	Walmart
124	1249 Great Mall Drive	Chevron/McDonalds
117	1150 Great Mall Drive	Kohl's
102	Town Center	Town Center
101	440 Dixon Landing Road	Mill Creek Apartments

PATROL BEAT ALIGNMENT

Patrol operations in Milpitas are geographically distributed into six “beats;” five response beats and a beat assigned to the Great Mall. The following figure and table illustrate the workload associated with these locations.

FIGURE 5-11: Workload Distribution by Beat

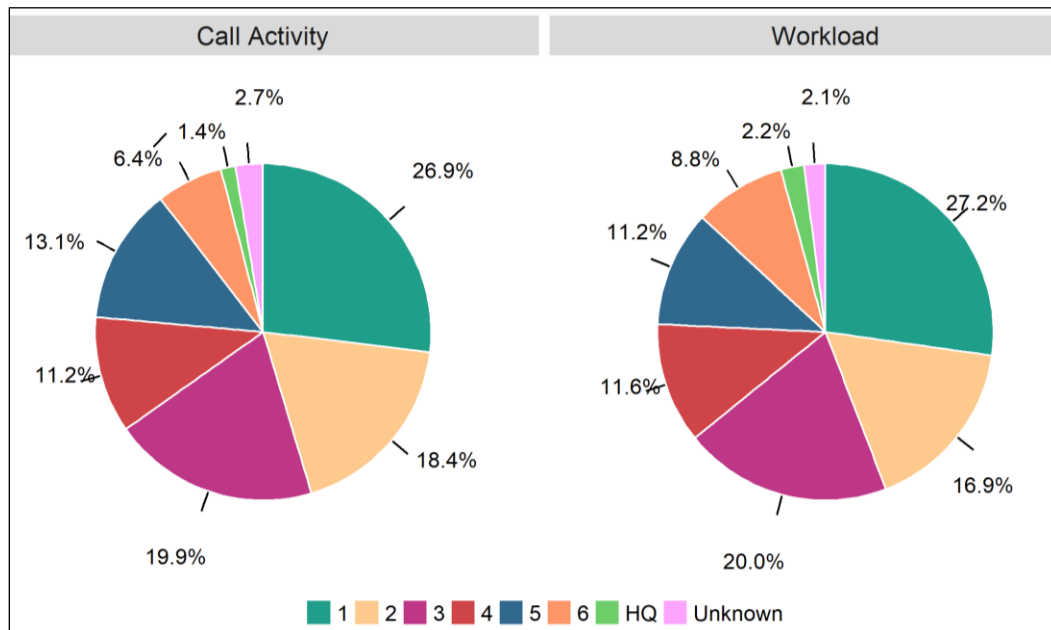


TABLE 5-10: Workload Distribution by Beat

Beat	Per Day	
	Calls	Work Hours
1	27.7	19.0
2	19.0	11.8
3	20.4	14.0
4	11.5	8.1
5	13.5	7.8
6	6.6	6.2
HQ	1.4	1.5
Unknown	2.8	1.4
Total	102.9	69.9

The figure and table show a disparity in workload by beat. Beat 1, for example, is more than twice as busy as Beat 5, and has a substantially higher number of CFS and workload compared to all other beats. This disparity will only grow larger when the B.A.R.T. terminal becomes operational and the housing developments under construction in the beat 1 area get completed. That area will likely require a beat of its own once those facilities come to life. On its face, it would appear to make sense to carve up beat 1 into two beats to accommodate the growth in that area. The current data that are available would suggest that beat 1 should be

realigned to better distribute the workload. That recommendation is premature, however, since there are no data available to properly evaluate that decision. In other words, realigning beat boundaries at this time is not recommended. The B.A.R.T. unit might be able to handle the additional workload, a “roving” car at high-CFS times might be able to handle the workload, or a complete redesign of the beat boundaries in Milpitas might be necessary. CPSM recommends that the MPD closely follow the anticipated increase in workload in the beat 1 / BART area and be prepared to realign beat boundaries as appropriate.

CRIME REDUCTION TEAM

In the past, the MPD staffed a unit called the Crime Reduction Team (CRT). This operational entity was responsible for proactive and targeted enforcement in the city. CPSM recommends that this team be reconstituted.

From a mission perspective, CPSM recommends that the CRT should be deployed armed with the intelligence and crime data, along with an in-depth knowledge of current criminal investigations. They should be targeting “hot spots” and “prolific” offenders. For example, a list of known and/or recidivist burglars should be created, and it would be the CRT’s responsibility to target these individuals for surveillance, enforcement, and parole/probation monitoring. If narcotics enforcement is part of this approach, then it should be done on a limited basis with a focus on short-term, low-level investigations. Focusing on narcotics violations at the expense of other criminal activity in the community should be avoided.

In order to accomplish the mission described above, additional personnel resources are required. An impactful proactive enforcement strategy can be accomplished with one Sergeant and five sworn officers. This team would support both the investigative and patrol efforts dealing with crime and community issues on a long-term and proactive basis. The department currently has limited capacity in this area and strong consideration should be given to staffing this proactive enforcement team. Officers assigned to this team would be responsible for both crime prevention strategies by working closely with the community AND would target the “hot spots” and “hot people” identified through a robust intelligence function.

Crime Reduction Team Recommendation:

- Staff a Crime Reduction Team with one Sergeant and five police officers. (Recommendation No. 11.)

TRAFFIC

The Traffic Unit is comprised of one Sergeant and two police officers. The unit works the Day shift (0600x1600) and has either Friday, Saturday, and Sunday off, or Saturday, Sunday, and Monday off. No traffic officers are assigned to nights or weekends. When fully staffed, it is intended for the unit to have one sergeant, three officers assigned to both Day and Swing shifts, and one officer assigned to DUI.

The primary focus of the unit is traffic enforcement and response to injury accidents. With the reduced staff and limited shift coverage, however, the unit faces challenges fulfilling its mission. The MPD has an opportunity to build this unit almost from scratch and create an operational entity that can address traffic issues and promote traffic safety in the community.

The highest price we pay for car crashes is in the loss of human life; however, society also bears the brunt of the many costs associated with motor vehicle accidents. According to the National Highway Traffic Safety Administration (NHTSA), U.S. motor vehicle crashes in 2010 cost almost \$1 trillion in loss of productivity and loss of life. The study was released in May 2014. The auto industry's steady improvements in vehicle safety over the last several decades helped drive down the number of roadway deaths to an all-time low of 32,675 in 2014.

However, NHTSA reports the number of people killed on the road in the U.S. soared 7.2 percent to 35,092 in 2015, marking the deadliest year on the road since 2008. This also marked the first year-over-year increase in deaths since 2012. In addition, roadway deaths of pedestrians and cyclists hit a two-decade high in 2015.

New findings from the Insurance Research Council's (IRC) Auto Injury Insurance Claims Study shows that medical expenses reported by auto injury claimants continue to increase faster than the rate of inflation, in spite of the fact that the severity of the injuries themselves remain on a downward trend. From 2007 to 2012, average claimed economic losses (which include expenses for medical care, lost wages, and other out-of-pocket expenditures) grew 8 percent annualized among personal injury protection (PIP) claimants. Among bodily injury (BI) claimants, average claimed losses grew 4 percent. Over the same period, measures such as the percentage of claimants who had no visible injuries at the accident scene or who had fewer than 10 days in which they were unable to perform their usual daily activities provided evidence of a continuing decline in the severity of injuries.

In 2013, the average auto liability claim for property damage was \$3,231; the average auto liability claim for bodily injury was \$15,443; the average collision claim was \$3,144; the average comprehensive claim was \$1,621; all according to ISO, a Verisk Analytics company.⁸ And, these costs have undoubtedly risen over the past five years.

Therefore, every accident that can be prevented can save the community thousands of dollars in damages and liability. The Traffic Unit has embraced the mission of "reducing accidents, reducing injuries, and saving lives," through enforcement, education, and roadway improvement.

From an enforcement perspective the MPD has a very high level of traffic stops. Data from Table 5-1 (page 22 of the report) shows a substantial number of traffic-related CFS. According to the CPSM data analysis, traffic stop was the number one CFS logged during the study period and accounted for almost one-third of all CFS. The 8,840 traffic stops also accounted for almost 50 percent of all police-initiated encounters. In addition, the MPD issues a substantial number of tickets and warnings during those stops. Table 5-11 illustrates the high volume of activity in this area since 2016. The department is to be commended for such a rigorous enforcement program.

8. http://www.rmia.org/auto/traffic_safety/Cost_of_crashes.asp

TABLE 5-11: MPD Traffic Statistics, 2016–2018

Year	# Tickets⁹	# Personal Injury Accidents	Top 3 Ticket Reasons
2016	4,225	390	Speed, Stopping/Turning, Stop Sign/Light
2017	4,725	374	General Violation, Speed, Turning/Stopping
2018 (annualized)	4,800	325	General Violation, Speed, Turning/Stopping

Sheer volume of enforcement, however, is not enough to improve traffic safety. In general, this enforcement should be focused on the drivers most at risk of accidents, at crash-prone locations, for violations of the law that are deemed to be causing those accidents. In other words, random, or unfocused vehicle enforcement is inefficient; however, a targeted approach can yield substantial gains in traffic safety.

Examination of the traffic crashes in Milpitas over the last three years shows that the most frequent contributing factors of auto crashes were unsafe speed, red light violations, and unsafe turning. A comparison the most frequent tickets issued since 2016 with the top accident causes for the same period show a close connection. Speed and improper turning are among the top ticket categories and are directly related to the causes of accidents. Similarly, improper lane changes and failing to wear seat belts are also in the top five ticket categories.

In addition to focusing the type of enforcement on the specific contributing factors, this enforcement should be conducted in the locations that are crash prone. According to the MPD, the top three locations for traffic accidents have essentially remained the same since 2016. West Calaveras and South Abbott Avenue, Great Mall Parkway and Thompson Street, and East Calaveras Blvd. and South Milpitas Blvd. were the top three locations for crashes during those three years. The MPD “heat maps” of traffic crashes prominently illustrate these areas as problematic. Ideally, the targeted enforcement should be conducted at these locations.

Figure 5-12 illustrates the location of traffic stops made during the CPSM study period. Examination of the hot-spot locations for traffic stops reveals a loose connection between the high-frequency accident locations and the high-frequency traffic stop locations. Table 5-12 shows that only four of the top ten crash locations were also in the top ten stop locations. The MPD should also be commended for having two of the top three accident locations in the top three stop locations. Considering the low number of personnel specifically assigned to traffic it would appear that the department is addressing the most important areas with the limited resources assigned. Going forward, however, the approach to traffic safety should be more strategic.

An opportunity exists to leverage the robust enforcement already being conducted in Milpitas towards a more focused approach to traffic safety. CPSM recommends that the unit be tasked with reducing the key traffic safety indicator of personal injury accidents. Using personal injury accidents as the outcome measure, the MPD should embrace a comprehensive approach focusing on the “Three E’s”: Enforcement, Education, and Engineering.

Enforcement should be focused on the at-risk drivers and high-frequency crash locations. The MPD Traffic Unit should maintain a list of high-risk drivers (repeat DUI, etc.) and target these

9. Does not include parking violations.

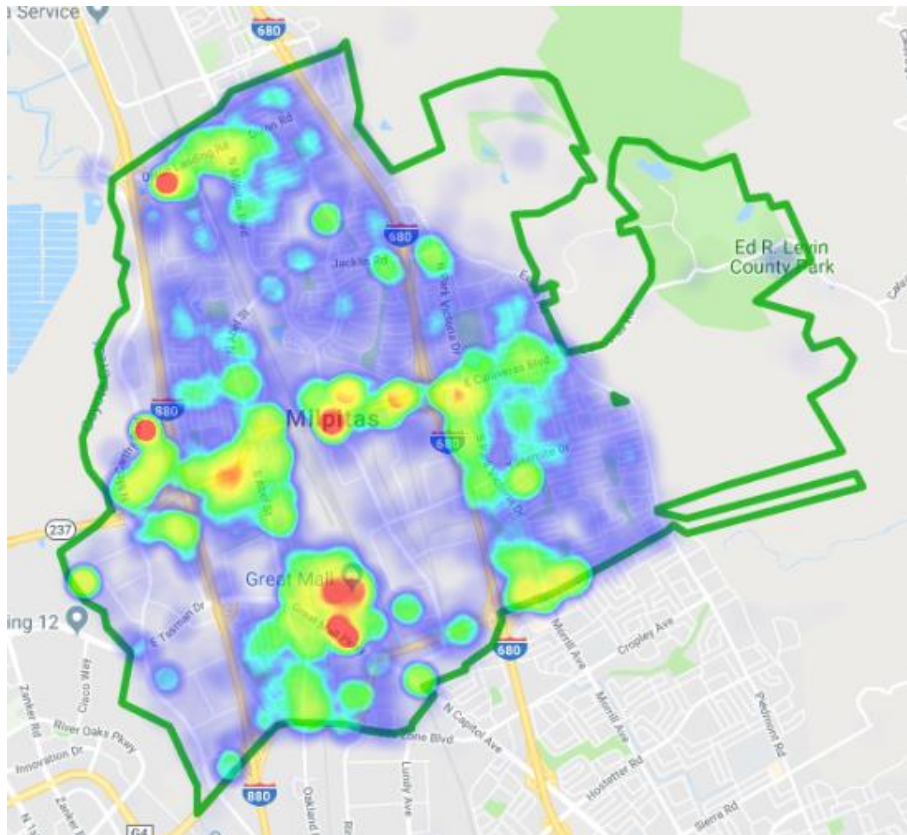
individuals for enforcement. Also, the high-frequency accident locations should be targeted relentlessly.

Traffic safety education and accident awareness should be developed more strategically by the MPD Traffic Unit. For example, at-risk drivers (high school students, for example) can be targeted, and safe driving courses can be developed and delivered to these individuals. The MPD could also consider deploying variable message signs at high-frequency crash locations to warn motorists about the dangers present in the area.

Lastly, the Traffic Unit should work with the city traffic engineer to explore roadway redesign and signage. Making engineering changes to existing roadways is a challenge. Many roads are controlled by the state and making changes to county and city roads can be expensive and take a lengthy amount of planning. However, sometimes simple adjustments such as signage can be effective. Perhaps an area for improvement for the MPD to tackle is to conduct a formal traffic safety plan for the three problematic locations identified above. Although CPSM understands that most of these locations are California state roads, conducting a comprehensive study and submitting it to the DOT could create some change. Absent any response from the state, the MPD will still have a thorough understanding of the traffic crashes at these locations and be able to better inform the rest of the department as well as members of the community.

The unit needs to be staffed with the appropriate number of officers and who are deployed during the times and days when crashes are most frequent. CPSM recommends abandoning the assignment of traffic officers by shift and having them work on a flexible basis to respond to the needs of the unit. For example, the most common times when crashes are occurring in Milpitas is between 7:00 a.m. and 9:00 p.m., with the highest time between 2:00 p.m. and 4:00 p.m. The “old” deployment schedule called for three officers on each Day and Swing shift, which would maximize coverage during these time periods. However, with only three sworn officers assigned, they should be deployed more evenly during the critical times and also be available on the weekends to address traffic issues. In addition, in order to perform the basic functions, there should be a minimum of one Sergeant and three officers assigned to the unit.

FIGURE 5-12: Spatial Representation of Traffic Stops (Red > 100 CFS)



Runs	Location
437	McCarthy Bl / Ranch Dr
254	Montague Ex / S Main St
175	W Calaveras Bl / S Abbott Av
172	S Milpitas Bl/E Calaveras Bl
165	Sb McCarthy Bl/no Of 237
158	Great Mall Dr / S Main St
150	EB WCB EO 880
145	W Calaveras Bl / Serra Wy
144	E Calaveras Bl / N Park Victoria Dr
141	Dixon Landing Rd / Milmont Dr
134	Nb 880 So Dlr
129	W Calaveras Bl / N Abel St
111	Landess Av / S Park Victoria Dr
108	Eb Ecb At 680
105	E Calaveras Bl / N Hillview Dr
104	E Calaveras Bl / Town Center Dr
104	Landess Av / Dempsey Rd
100	Montague Ex / Oakland Rd

TABLE 5-12: Top 10 Accident Intersections, 2016 to 2018

Rank	Location	High-Frequency Stop Location – Y/N
1	W. Calaveras Blvd and S. Abbott Av	YES
2	Great Mall Pkwy and Thompson St	NO
3	E. Calaveras Blvd and S. Milpitas Blvd	YES
4	N. Milpitas Blvd and Dixon Landing Rd	NO
5	McCarthy Blvd and Ranch Drive	YES
6	W. Calaveras Blvd and Abel St	NO
7	Great Mall Pkwy and S. Main St	YES
8	S. Park Victoria Drive and Landess Ave	NO
9	Montague Exp and Great Mall Pkwy	NO
10	E. Calaveras Blvd. and S. Park Victoria Dr.	NO

Traffic Unit Recommendations:

- Staff a Traffic Unit with one Sergeant and five police officers. (Recommendation No. 12.)
- Require that the Traffic Unit develop and implement a strategic plan to improve traffic safety utilizing education, engineering, and enforcement. (Recommendation No. 13.)

SPECIAL OPERATIONS IN PATROL

The MPD would benefit by adding a command element to oversee special operations in the department. CPSM recommends reassigning one Lieutenant from patrol functions to handle this responsibility. The special operations Lieutenant would be responsible for coordinating the efforts of the Crime Reduction Team, the Traffic Unit, personnel assigned to the Great Mall, and personnel assigned to the B.A.R.T. station.

In addition, the special operations Lieutenant should be tasked with developing a strategic plan to address crime and disorder conditions in the community. This would be in addition to the traffic safety strategic plan mentioned above. Table 5-13 summarizes the personnel who could be assigned to this command.

TABLE 5-13: Proposed Special Operations Assignments

Unit		Lt.	Sgt.	P.O.
Special Ops.		1	1	
CRT			1	5
Traffic			1	5
Mall/Desk	1000x2000			3
Mall/Desk	1400x2400			2
BART				8
		1	3	23

Special Operations Recommendations:

- Assign one Lieutenant to command special operations. (Recommendation No. 14.)
- Develop and implement strategic plans for traffic safety, crime, and disorder. (Recommendation No. 15.)

SECTION 6. SPECIAL OPERATIONS DIVISION

The Special Operations Division is commanded by a Captain who currently reports directly to the Chief. The Captain has the responsibility for overseeing the Police Community Services and Youth Services Unit, the Investigations Unit, and the Crime Analysis Unit. The Captain works Monday through Friday, 0700 to 1700; the Captain is scheduled to retire in January 2019.

POLICE COMMUNITY RELATIONS & YOUTH SERVICES UNIT

The Police Community Relations & Youth Services Unit is supervised by a Sergeant who reports directly to the Captain of the Special Operations Division. The Sergeant has only one officer reporting to him. The Sergeant has been with the department for 19 years and has been assigned to the Police Community Relations & Youth Services Unit for the past three years. The Sergeant is also a vehicle operations trainer for the department and serves as the public information officer. This report will first address the Youth Services component of the Police Community Relations & Youth Services Unit.

Youth Services Component

The Sergeant advised that currently there is no position assigned to the Youth Services section. There is only one program offered by the Youth Services section and it is the Explorers Program. The Sergeant oversees this program. The Sergeant advised that the Explorer Program has low attendance. Currently, there are three active Explorers, 14 to 18 years of age, and three adult Explorer Advisors, 18 to 21 years of age. There is a total of 11 Explorers in the program, but only the above 6 are actively participating.

CPSM recommends surveying the non-active Explorers as to why they are not actively participating; the department can then build a strategy to increase engagement in this program. The Explorer program is an excellent tool to encourage local youth to consider a career in law enforcement. Additionally, the department should increase its efforts to utilize social media and conduct a school campaign to recruit students into the Explorer Program.

The Explorers meet every first and third Wednesday of the month for three hours. The Explorers participate in special events such as assisting at DUI checkpoints providing forms to the officers, events at the Mall, National Night Out, and other community events.

Youth Services Recommendations

- Survey the non-active Explorers as to why they are not actively participating; the department can then build a strategy to increase engagement in the program. (Recommendation No. 16.)
- Utilize social media to conduct a school campaign to recruit students into the Explorer Program. (Recommendation No. 17.)

Community Relations

The department offers a Citizen's Academy to the community. The Sergeant has the responsibility for coordinating the program, logistics, speakers, and hosting the Citizen's Academy. After not being able to host a Citizen's Academy in 2015 due to staffing, the

departments has held one in each of the past three years. In 2018, the Citizen's Academy had 20 participants.

While community relations are the responsibility of all members of the Milpitas Police Department, the department utilizes volunteers to enhance its community relations services. The volunteers report to the Sergeant. The Sergeant also trains the volunteers. The Police Community Relations & Youth Unit has limited staffing. The Community Relations function is primarily performed by civilian volunteers. At the time of the site visit, December 13-14, 2018, there were 26 active volunteers and the department has just recruited 2 more volunteers. The department has done an outstanding job utilizing the services of volunteers. The department provided statistics as to the number of volunteers and the number of volunteer hours from 2016 through September 30, 2018. These statistics are displayed in Table 6-1.

TABLE 6-1: Volunteers and Volunteer Hours, 2016 Through Sept. 30, 2018

Year	Number of Volunteers	Volunteer Hours
2016	35	3,959
2017	34	5,213
1/1/18–9/30/18	37	3,201

For the volunteers, the department provides two department vehicles equipped with amber lights and marked as Milpitas Police Department Volunteer. Volunteers have participated in National Night Out, Law Enforcement Torch Run for Special Olympics, Tip-s-Cop for Special Olympics, non-criminal LiveScan Fingerprinting, child ID fingerprinting, vacation house checks, filing for the Property Unit, and other special events. The department is to be commended for an active volunteer program that engages the community.

The Sergeant also coordinates the department's Neighborhood Watch Program. The Neighborhood Watch Program is facilitated by volunteers. The Sergeant advised that on average he is requested to attend approximately ten meetings per year. The Sergeant also conducts business security assessments such as Crime Prevention Through Environmental Design (CEPTED). Table 6-2 displays the number of Neighborhood Watch Programs in the Milpitas community from 2016 through September 30, 2018.

TABLE 6-2: Neighborhood Watch Programs, 2016 Through Sept. 30, 2018

Year	Number of Neighborhood Watch Programs
2016	63
2017	63
1/1/18–9/30/18	65

In 2017, the U.S. Census estimated that Milpitas had a population of 79,503 residents. While it is admirable that the department supports 65 Neighborhood Watch Programs, the department only increased the participation in the program by two new Neighborhood Watch Programs over a two-year period. Community education in crime prevention is an essential tool for crime reduction. Having an officer trained in crime prevention techniques from the National Crime Prevention Council could help in making the number of Neighborhood Watch Programs grow and enhance community engagement. A key aspect of keeping Neighborhood Watch Programs active and engaged even when crime in a particular community is low, is offering the community an array of training programs. Programs could include identity theft, financial fraud,

intellectual property theft, emergency preparedness, gun safety, travel safety, and school safety programs. Additionally, the officer could focus on business watch programs to include Crime Prevention Through Environmental Design (CEPTED). This position could also be actively involved in the department's social media to increase community communication, engagement, and education. The Sergeant could retain responsibility for the role of public information officer; the crime prevention officer could also serve as the back-up for public information. This position could also oversee the Explorer Program and focus on recruitment and retention efforts. This position would result in the Sergeant having more time for supervision in the event the department is able to obtain funding for additional School Resource Officers (SROs) as discussed in the following section.

Community Relations Recommendations:

- Fund one sworn position to serve as the department's crime prevention officer and youth and community outreach officer so as to expand the Neighborhood Watch, Business Watch, Explorer Program, and Citizen's Academy, and to be the social media liaison for the department. (Recommendation No. 18.)

SCHOOL RESOURCE OFFICERS

At present, there is only one position assigned as a School Resource Officer (SRO). This SRO position serves Milpitas High School, which has a population of approximately 3,200 students, and Calaveras Hills Alternative School, which has 65 at-risk students. The MPD funds the SRO position. There are no SROs in the middle schools or elementary schools. According to the school district website, there are two middle schools and nine elementary schools in the city (<http://www.ci.milpitas.ca.gov/residents/schools/>). The decision to fund SROs is primarily the school district's decision; however, in light of tragic events that have occurred in schools throughout the nation, CPSM encourages the department to engage in conversation with the school district about the need for additional SROs.

A National Institute of Justice report entitled Summary of School Safety Statistics and issued in July 2017 noted that the likelihood of a violent death at a school is rare and that overall school crime has decreased since the early 1990s. Although overall crime in schools is down, the report acknowledges that some schools have more crime than others. Moreover, the amount of crime at schools varied by crime type over time (Carlton, 2017). Nevertheless, recent high-profile shootings at schools have raised concerns about school safety and the need for additional school safety and security measures. These additional measures include the increased assignment of School Resource Officers (SROs)/police officers to schools as well as discussions whether to arm school personnel.

The SRO advised CPSM staff that in October 2017, he arrested a student at the high school for gun possession at the school during school hours. Having an SRO at a school ensures a quicker response to these types of incidents in comparison to placing a call for service through dispatch. CPSM learned that in prior years, there appeared to be more SROs because there were an additional three officers assigned to Community Relations. The department had two SROs assigned to the high schools, and then one officer assigned to the middle school who taught a version of DARE, and two officers who taught the DARE curriculum in the elementary schools. However, the three officers separate from the two SROs were only teaching DARE, but handled other duties such as community events.

In August 2012, staffing was reduced to only one SRO at the high school and one supervisor. Both positions are funded by the department. This staffing level has remained in place since then.

CPSM recommends that the department engage the school district in discussions for funding additional SROs. While many school districts are funding additional SROs, and in some cases, have two SROs assigned to high schools, the Milpitas Police Department has decreased SRO staffing over the years. CPSM recommends, as an initial starting point, funding two additional SROs for the two middle schools and to also rotate into the high schools as a secondary SRO, and two SROs to provide programs to the nine elementary schools. This would enable the City of Milpitas to provide greater security to the Milpitas Unified School District and to follow national trends in school safety.

CPSM staff interviewed Henry Robinson, At-Risk Specialist Liaison between the school district and the police department. Mr. Robinson focuses on working with at-risk children with behavioral problems. He provides the families with community resources such as homeless services; YMCA, Catholic Charities, and United Way services; and access to therapists. With the assistance of a social worker and two community liaisons provided by the school district, Mr. Robinson and his team serves over 10,300 students in high schools, middle schools, and elementary schools. Mr. Robinson believes that the school district would benefit from more SROs in the schools.

School Resource Officer Recommendation:

- CPSM recommends that the department engage the school district in discussions for funding additional SROs. While many school districts are funding additional SROs, and in some cases, have two SROs assigned to high schools, in Milpitas, SRO staffing has gone down over the years. CPSM recommends, as an initial starting point, the funding of two additional SROs for the two middle schools (and who could also rotate into the high schools as a secondary SRO), and two additional SROs to provide programs to the nine elementary schools. This would enable the City of Milpitas to provide greater security to the Milpitas Unified School District and to follow national trends in school safety. (Recommendation No. 19.)

INVESTIGATIONS UNIT

The Investigations Unit is commanded by a Lieutenant who reports to the Captain of the Special Operations Division. The Lieutenant has served in his current position for three years. The Lieutenant, who works Monday through Thursday, 0700 to 1700, is responsible for case management for both the General Investigations Crimes detectives and the Special Investigations Crimes detectives. The Lieutenant also plays a significant role in generating crime reports for the CompStat meetings. For the past year, the Lieutenant has also performed some of the crime analysis duties. The department was able to fund a crime analyst position that was not filled at the time of the site visit. See the section titled Crime Analysis Unit for further discussion on crime analysis.

The Lieutenant reviews all reports referred to the Investigations Unit. This is a substantial number of cases, as indicated in the information provided in the following discussion that lists total cases reviewed over the past three years. Solvability factors are somewhat used to determine if the case will be assigned to the Investigations Unit. However, the Lieutenant advised that if the case has any possible connection to an investigatory lead, the case will be assigned to a detective for follow-up. The Lieutenant tracks the Investigations Unit's overtime costs, and provided us overtime costs for the Investigations Unit for 2016–2018 and which are based on overtime pay for a top-step police officer; these costs can be seen in Table 6-3.

TABLE 6-3: Investigations Unit Overtime Costs, 2016–2018

Year	Overtime Hours	Overtime Costs
2016	962.5	\$87,588
2017	1,304.5	\$118,709.50
2018	872	\$79,352

The overtime costs and the direction of the Investigations Unit should be taken into consideration to determine if additional positions are warranted. There is no specialty pay for assignment to Investigations and only the Captain and detective assigned to the Auto Theft Task Force have a take-home vehicle. The Lieutenant advised that there is a mandatory rotation of staff. Detectives and Sergeants can remain in the position for three years, while the Lieutenant position and Auto Theft Task Force is a two-year rotation. CPSM recommends that the department consider a longer rotation period of four to five years. While the two-year rotation offers officers a greater opportunity to experience the detective's role in the department, it can result in valuable experience being lost. Furthermore, some types of crimes require a detective to have specific training courses and experience, such as for homicide, sexual assault, cyber-crime, and complex fraud cases.

The Investigations Unit is broken into two components, General Investigations Crimes and Special Investigations Crimes. While these two components work different types of crimes, these components also assist one another. An examination of the General Investigations and Special Investigations staffing and productivity follows.

General Investigations Crimes Detectives

A Sergeant supervises the detectives assigned to General Investigations Crimes. The Sergeant has been with the department for 19 years and assigned to his current position for two years. The Sergeant served as a detective for three years. The Sergeant works Monday through Thursday, 0700 to 1700 hours, and is also a member of the Hostage Negotiation Team, firearms instructor, Mobile Field Force, and Honor Guard.

There are four detectives assigned to work General Investigations Crimes. Two of the detectives are scheduled to work Monday through Thursday, 0700 to 1700; and the other two detectives work Tuesday through Friday, 0700 to 1700. General Investigations includes burglaries (auto, residential and commercial), robberies, fraud and identity theft, sexual assaults, child abuse, missing persons, and other felony person-crimes. The detective assigned to work burglaries also has the responsibility to review pawn slips and CODIS hits and also to attend regional burglary intelligence meetings. Two of the detectives are instructors for the academy, for in-service training, and for the department's Citizen's Academy. The Sergeant carries a caseload sometimes will act as the lead on homicides, sexual assaults and officer-involved incidents. However, homicides are assigned on a rotation basis with the sergeant and 2 detectives.

General Investigations Crimes detectives are somewhat on-call. If the Sergeant receives a request for a detective to assist patrol with an investigation or conduct immediate follow-up due to the nature and severity of the crime, the Captains will determine which detective will respond to the scene based on expertise and availability. Crime scenes are processed by the Field Evidence Technicians, or in major cases, the County Crime Lab.

The Lieutenant provided statistics for both components. Following are statistics for felony persons crimes, burglary structures, burglary vehicles, robbery, and crimes against children for 2016 through 2018:

Felony Persons:

- 2016: Total cases 128; Total cases assigned for follow-up 38; Total cases cleared 37; Clearance rate 97 percent.
- 2017: Total cases 235; Total cases assigned for follow-up 65; Total cases cleared 65; Clearance rate 100 percent.
- 2018: Total cases 228; Total cases assigned for follow-up 63; Total cases cleared 52; Clearance rate 82 percent.

Burglary Structure:

- 2016: Total cases 435; Total cases assigned for follow-up 68; Total cases cleared 67; Clearance rate 98 percent.
- 2017: Total cases 605; Total cases assigned for follow-up 63; Total cases cleared 54; Clearance rate 88 percent.
- 2018: Total cases 336; Total cases assigned for follow-up 28; Total cases cleared 25; Clearance rate 89 percent.

Burglary Vehicle:

- 2016: Total cases 476; Total cases assigned for follow-up 40; Total cases cleared 38; Clearance rate 95 percent.
- 2017: Total cases 364; Total cases assigned for follow-up 33; Total cases cleared 28; Clearance rate 85 percent.
- 2018: Total cases 712; Total cases assigned for follow-up 49; Total cases cleared 47; Clearance rate 96 percent.

Robbery:

- 2016: Total cases 138; Total cases assigned for follow-up 69; Total cases cleared 59; Clearance rate 85 percent.
- 2017: Total cases 317; Total cases assigned for follow-up 94; Total cases cleared 91; Clearance rate 97 percent.
- 2018: Total cases 222; Total cases assigned for follow-up 67; Total cases cleared 57; Clearance rate 85 percent.

Crimes Against Children:

- 2016: Total cases 159; Total cases assigned for follow-up 66; Total cases cleared 65; Clearance rate 98 percent.
- 2017: Total cases 170; Total cases assigned for follow-up 61; Total cases cleared 59; Clearance rate 97 percent.
- 2018: Total cases 187; Total cases assigned for follow-up 79; Total cases cleared 69; Clearance rate 87 percent.

There are discrepancies between the clearance rates shown above and the clearance rates presented on page 18, Table 3-3, which shows clearance rates as calculated by the CPSM data team. A possible explanation for these discrepancies may be the requirements of the FBI's Uniform Crime Reporting (UCR) Program. A law enforcement agency may clear an offense by either arrest or by exceptional means. To clear an offense by arrest, a three-prong test must be met. Listed below are the specific requirements verbatim from the FBI UCR, 2016 Crime in the United States, (<https://ucr.fbi.gov/crime-in-the-u.s/2016/crime-in-the-u.s.-2016/topic-pages/clearances>):

Cleared by Arrest

In the UCR Program, a law enforcement agency reports that an offense is cleared by arrest, or solved for crime reporting purposes, when three specific conditions have been met. The three conditions are that at least one person has been:

- Arrested.
- Charged with the commission of the offense.
- Turned over to the court for prosecution (whether following arrest, court summons, or police notice).

In its clearance calculations, the UCR Program counts the number of offenses that are cleared, not the number of persons arrested. The arrest of one person may clear several crimes, and the arrest of many persons may clear only one offense. In addition, some clearances that an agency records in a particular calendar year, such as 2016, may pertain to offenses that occurred in previous years.

Cleared by Exceptional Means

In certain situations, elements beyond law enforcement's control prevent the agency from arresting and formally charging the offender. When this occurs, the agency can clear the offense exceptionally. Law enforcement agencies must meet the following four conditions in order to clear an offense by exceptional means. The agency must have:

- Identified the offender.
- Gathered enough evidence to support an arrest, make a charge, and turn over the offender to the court for prosecution.
- Identified the offender's exact location so that the suspect could be taken into custody immediately.
- Encountered a circumstance outside the control of law enforcement that prohibits the agency from arresting, charging, and prosecuting the offender.

Examples of exceptional clearances include, but are not limited to, the death of the offender (e.g., suicide or justifiably killed by police or citizen); the victim's refusal to cooperate with the prosecution after the offender has been identified; or the denial of extradition because the offender committed a crime in another jurisdiction and is being prosecuted for that offense. In the UCR Program, the recovery of property alone does not clear an offense.

CPSM recommends that the department consider conducting an analysis to confirm that the department is following FBI methodology for calculating clearance rates.

There are no absolute standards to determine appropriate caseload for police detectives. One murder investigation could occupy the time of several detectives for months, and on the other hand, one detective could handle hundreds of theft cases in a similar period. As well, departments across the country utilize varying models to conduct investigations. In some, patrol officers are responsible for the investigation to completion of all misdemeanor crimes and occasionally some felony crimes as assigned. In others, the detectives conduct follow-up investigations for all crimes, to include misdemeanors. As we noted, there are no absolute standards to determine appropriate caseload per detective. The International Association of Chiefs of Police, however, suggests that a detective caseload between 120 and 180 cases per year (10 to 15 per month) is manageable. If the above categories are collapsed by year, we can see that in 2016 there were 281 follow-up investigations, in 2017 there were 316 follow-up investigations, and in 2018 there were 286 follow-up investigations. Cumulatively, this results in

approximately 70 follow-up cases per each of the four detectives. This would be a reasonable amount of cases per detective. However, as noted above, the detectives also review total cases to ensure that all possible leads are examined by a detective.

Special Investigations Crimes Detectives

A Sergeant is assigned to supervise Special Investigations. There are three detectives assigned to work Special Investigations Crimes and one additional detective is assigned to an Auto Theft Task Force. The Sergeant has been with the department for 14 years and assigned to his current position for two years. The Sergeant served as a detective in Special Investigations for over four years and worked in the Auto Theft Task Force for one and one-half years. The Sergeant and the three detectives work Tuesday and Wednesday, 0700 to 1700, and Thursday and Friday, 1200 to 2200. The detective assigned to the local county Auto Theft Task Force works Monday through Thursday, 0900 to 1900. The Auto Theft Task Force is supervised by a Lieutenant from the Santa Clara County Sheriff's Office.

The Special Investigations detectives work internet crimes against children, monitor sex offender registrants within the city, investigate vice crimes such as illegal massage parlor operations, narcotics, auto theft, and gang activity and also monitor forfeiture accounts. Detectives also serve as liaisons for the Northern California Regional Intelligence Center, Santa Clara County Gang Task Force, the Joint Terrorism Task Force, and the Santa Clara County Regional Auto Theft Task Force. The Lieutenant provided the following statistics for the Special Investigations Crimes Detectives for 2016 through 2018:

Special Investigations Unit Sergeant:

- 2016: Total cases 34; Total cases assigned for follow-up 12; Total cases cleared 12; Clearance rate 100 percent.
- 2017: Total cases 69; Total cases assigned for follow-up 11; Total cases cleared 6; Clearance rate 55 percent.
- 2018: Total cases 120; Total cases assigned for follow-up 16; Total cases cleared 15; Clearance rate 93 percent.

Gangs:

- 2016: Total cases 80; Total cases assigned for follow-up 28; Total cases cleared 26; Clearance rate 92 percent.
- 2017: Total cases 88; Total cases assigned for follow-up 25; Total cases cleared 24; Clearance rate 96 percent.
- 2018: Total cases 91; Total cases assigned for follow-up 21; Total cases cleared 19; Clearance rate 90 percent.

In-house Auto Theft:

- 2016: Total cases 681; Total cases assigned for follow-up 121; Total cases cleared 119; Clearance rate 98 percent.
- 2017: Total cases 551; Total cases assigned for follow-up 31; Total cases cleared 24; Clearance rate 77 percent.
- 2018: Total cases 382; Total cases assigned for follow-up 14; Total cases cleared 14; Clearance rate 100 percent.

Narcotics:

- 2016: Total cases 106; Total cases assigned for follow-up 36; Total cases cleared 34; Clearance rate 94 percent.

- 2017: Total cases 101; Total cases assigned for follow-up 41; Total cases cleared 32; Clearance rate 78 percent.
- 2018: Total cases 49; Total cases assigned for follow-up 61; Total cases cleared 59; Clearance rate 96 percent.

Auto Theft Task Force:

- \$0 in asset forfeiture money. Task Force detective salary is 50 percent city and 50 percent county funds. County funds cover vacation/sick time and the city pays all overtime and department training hours.

The Sergeant carries a caseload of follow-up investigations. In 2016, 12 cases were assigned to the Sergeant for follow-up; in 2017, 11 cases; and in 2018, 16 cases were assigned for follow-up. This does not include the total cases the Sergeant reviewed for leads. While it is appropriate for a Sergeant to carry a minimal caseload, the current caseload is too high considering the Sergeant reviewed 120 cases in 2018. The Sergeant's focus should be the supervision of personnel, case management, providing guidance for investigations, and quality assurance for all investigations.

If the department intends to provide the same level of service each year and not use more stringent solvability factors, CPSM recommends adding an additional detective position. The Lieutenant indicated that currently staff does not have the time nor the expertise for complex fraud, identify theft, and cybercrime cases. These investigations require advanced and on-going training to address current techniques used by criminals in these types of crimes. Therefore, an additional detective's position provided with the appropriate training could make a substantial impact in complex fraud and identify theft cases. Furthermore, the Sergeant should maintain a low volume of cases to enable appropriate supervision of the detectives.

Special Operations Division Administrative Support

The Special Operations Division would benefit from additional clerical support. Currently, there is no clerical support for the division. Sworn personnel are being tasked with duties that would be more appropriate for a civilian clerical position. Furthermore, in 2013, the Investigations Unit lost an administrative Sergeant position, as it was moved to another division. CPSM recommends adding a civilian administrative support position to the Special Operations Division. This administrative support position would assist the Captain of the Special Operations Division, Police Community Relations and Youth Services Unit, and the Investigations Unit. This position could be of assistance in processing massage permit applications, permit checks for Bingo, missing persons flyers, preparing PowerPoint presentations for CompStat meetings, serving as a back-up position to the crime analyst, preparing administrative documents for all units, serving as a liaison to the public for information such as the Citizen's Academy, screening phone calls for efficiency in connecting the public to the appropriate detective, and other administrative duties that could be transferred from sworn personnel to this administrative support position.

Investigations Section Recommendations

- There is a mandatory rotation of staff. Detectives and Sergeants can remain in the position for three years, while the Lieutenant position and Auto Theft Task Force is a two-year rotation. CPSM recommends that the department consider a longer rotation period of four to five years. While the two- and three-year rotations offer officers a greater opportunity for officers to experience the detective's role in the department, it can result in the loss of valuable experience. Furthermore, some types of crimes require a detective to have specific training courses, such as homicide, sexual assaults, cybercrimes, and complex fraud cases. The return

on investment (ROI) must be considered when specific training for positions is involved. (Recommendation No. 20.)

- CPSM recommends that the department consider conducting an analysis to confirm that the department is following F.B.I. methods for calculating clearance rates. (Recommendation No. 21.)
- CPSM recommends adding one detective position to work complex fraud, identity theft, and cybercrime cases and to also help reduce the caseload of the Sergeant in Special Investigations. (Recommendation No. 22.)
- CPSM recommends adding a civilian administrative support position to serve all components in the Special Operations Division. (Recommendation No. 23.)

CRIME ANALYST

The Crime Analyst position appears on the organizational chart. However, the position has been posted and interviews will be conducted at the end of December 2018. The department projects that the position will be filled by January or February of 2019. The crime analyst will report to either the Investigations Unit lieutenant or the Captain of the Special Operations Division.

For the past year, the Lieutenant assigned to Investigations has been providing crime reports for the department. To prepare the crime reports, the Lieutenant utilizes LexisNexis Crime Analysis, PowerPoint, an Excel spreadsheet, and Crystal Reports. The types of crime reports generated include the CompStat biweekly reports, monthly UCR Part 1 index crimes occurring at the Great Mall, monthly probation/parole lists, arrest/citation totals for sworn officers, and when needed, officer safety/crime trend information for patrol briefings. The Lieutenant did not keep track of the total number of crime reports generated by him, however, it was determined the Lieutenant created 67 reports using Crystal software in 2016, 49 reports using Crystal software in 2017, and 29 reports using Crystal software in 2018.

CPSM feels quite strongly that a department the size of the MPD, and a community like Milpitas, requires a full-time crime analyst. The crime analyst position can play a crucial role in leading MPD into a data-driven culture.

What is necessary is that this individual devote his/her time exclusively to this very important function. Much like the property and evidence function, crime analysis is not something to be undertaken casually. Crime analysts today are an essential component of any public safety program, and crime analysts across the county are linking up via professional development activities and open access feeds to share real-time data at unprecedented levels. Some might think that the relatively low level of violent crime in Milpitas suggests that there is no need for a full-time analyst position. This is not the case. Public safety entails far more than just suppressing violent street crime. Many similarly-sized police departments employ crime analysts who also perform traffic analysis. Milpitas should not fall behind in this regard.

This is not to say that crime analysis is not presently being performed within the MPD. On the contrary, a considerable amount of crime data and criminal intelligence analysis is presently being performed by the Lieutenant and detectives. The point here is that no one individual has been permanently assigned to focus solely on this function. This should be considered a significant operational limitation that unnecessarily restricts the overall effectiveness of the MPD's various crime fighting, disorder control, and community policing initiatives. MPD is to be commended for recognizing the importance of having a full-time crime analyst. MPD crime

analysis capabilities and data-driven decision-making throughout the department should make a leap forward when the crime analysis position is filled and the crime analyst is fully trained.

Recommendation:

- Ensure that the crime analyst position is filled, and the crime analyst is fully trained. (Recommendation No. 24.)

INTERNAL AFFAIRS

Public trust is vital to the law enforcement mission. This trust rests on departmental responsiveness to community needs and expectations. The department must receive complaints with professional interest and courtesy and give appropriate supervisory and management attention to the allegations. This fosters public confidence and promotes constructive communication.

Internal affairs investigations are conducted primarily by the Administrative Sergeant assigned to the Technical Services Division. The Sergeant has been with the department for 23 years. The Sergeant works Monday through Thursday, 0600-1600. The Administrative Sergeant reports directly to the Captain of the Technical Services Division. The Administrative Sergeant has had the responsibility of overseeing internal affairs complaints for the past two and one-half years. The Administrative Sergeant has attended a 40-hour Internal Affairs training course. The Administrative Sergeant is also tasked with policy manual updating, internal affairs complaint tracking, use of force tracking, high liability tracking, and special research projects for the Chief. The department is to be commended for having excellent general orders. The department utilizes the Lexipol service to update its general orders. The general orders were found to be comprehensive and detailed.

General Order 1020, Personnel Complaints, discusses complaint classifications, sources of complaints, availability and acceptance of complaints, documentation, administrative investigations, supervisor responsibilities, administrative investigations procedures, administrative investigation format, dispositions, completion of investigations, administrative searches, administrative leave, criminal investigations, post-administrative investigation procedures, Chief of Police responsibilities, pre-discipline employee response, resignation/retirements prior to discipline, post-discipline appeal rights, probationary employees and other members, and retention of personnel investigation files. The general order contains the Public Safety Officers Procedural Bill of Rights. The general order is very detailed and comprehensive. Milpitas Police Department utilizes the services of Lexipol for managing and updating its general orders. The department's general orders reflect modern police practices, have a comprehensive perspective, and are easy to comprehend for both department members and the community.

Personnel complaints are classified in one of three ways: Informal—a matter in which the Watch Commander is satisfied that appropriate action has been taken by supervisor of rank greater than the accused member; Formal—a matter in which a supervisor determines that further action is warranted, and such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the Sergeant, depending on the seriousness and complexity of the investigation; or Incomplete—a matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the Sergeant, such incomplete complaints may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

Complaint forms can be accessed at the police facility or through the department's website and are available at other city facilities. The department also offers the complaint form in other

languages when necessary. Complaints are also accepted orally, either in-person or by telephone. Oral complaints require the supervisor taking the complaint to complete the complaint form. The sergeant advised that all complaints are accepted, even anonymous ones or third-party complaints.

When a supervisor receives a complaint, the complaint is sent to the accused member's Watch Commander/Captain via chain of command. The Chief of Police will determine who will initiate appropriate action, either as a formal or informal investigation. Informal complaints may be resolved at the command level and no further investigation is needed as determined by the Division's Captain. The Administrative Sergeant advised that for formal complaints on members at the rank of Sergeant or above, investigations are assigned by the Chief to a Lieutenant or Captain of his choosing. The complainant will be contacted by the department within 24-hours of receiving the complaint. If the complaint warrants a criminal investigation, the criminal investigation may run parallel to the administrative investigation but must be conducted by a different supervisor. Along with citizen-based complaints that are investigated, the department investigates supervisory complaints, those are complaints initiated by supervisors that identify violations of policy, performance standards, or conduct.

Personnel complaint findings are classified as either unfounded, exonerated, inconclusive, or sustained. Table 6-4 displays the department's final dispositions for formal complaints for the period of 12/25/15 through 1/1/2019.

TABLE 6-4: Final Incident Dispositions for Formal Complainants, 12/25/2015–1/1/19

Final Disposition	Number	Percent
Exonerated	5	15.6%
Inconclusive	3	9.3%
NFA	2	6.25%
Unfounded	9	28.1%
Sustained	13	40.6
Total	32	100%

The department utilizes L.E.A. Data Technologies–Law Enforcement Administrative Suite to track internal affairs complaints. The Law Enforcement Administrative Suite also contains an early warning system, and can be used to track pursuits, use of force incidents, and accidents. As indicated above, there are relatively few complaints referred and conducted by Internal Affairs.

There is no indication that the department utilizes a standardized progressive discipline matrix. A standardized progressive discipline matrix can assist the department's leadership in objectively and consistently delivering discipline based on the severity of the violation and the discipline record of the department member. CPSM recommends that the department utilize progressive discipline with a standardized matrix to be able to apply discipline in a consistent manner and for purposes of educating personnel as to potential disciplinary action for offenses. Table 6-5 provides an illustration of a progressive discipline matrix. CPSM recommends that department create a matrix that reflects the rules and regulations governing discipline specific to the department.

TABLE 6-5: Example of a Standardized Progressive Discipline Matrix

Class	First Offense	Second Offense	Third Offense	Fourth Offense
1	Min: Verbal counseling	Min: Documented counseling	Min: Documented written reprimand	Min: 1-day suspension
	Max: Documented oral reprimand	Max: Documented written reprimand	Max: 3-day suspension	Max: 5-day suspension
2	Min: N/A	Min: Documented written reprimand	Min: 1-day suspension	Min: 5-day suspension
	Max: Documented written reprimand	Max: 5-day suspension	Max: 5-day suspension	Max: 10-day suspension
3	Min: Documented written reprimand	Min: Documented written reprimand	Min: 1-day suspension	Min: 30-day suspension
	Max: 1-day suspension	Max: 10-day suspension	Max: 15-day suspension	Max: Dismissal
4	Min: 1-day suspension	Min: 5-day suspension	Min: 10-day suspension	Min: Dismissal
	Max: 10-day suspension	Max: 15-day suspension	Max: 30-day suspension	Max: Dismissal
5	Min: 5-day suspension	Min: 10-day suspension	Min: 30-day suspension	Min: Dismissal
	Max: Dismissal	Max: Dismissal	Max: Dismissal	Max: Dismissal

The “class” category should clearly define specific department violations that fall within the categories. Potential discipline should be listed for the first offense through the fifth offense. This enables consistent and transparent issuance of discipline to department personnel.

CPSM believes MPD responds appropriately to allegations of misconduct as they occur. The department should continue their proactive approach to internal affairs. The Administrative Sergeant position could be responsible for reviewing all use of force reports, vehicle pursuits, random audits and inspections of units, equipment, incident/offense report reviews for quality assurance and to safeguard against any bias-based policing, monthly review of a random sample of officers’ chat messages between cars, attendance records, training records, property and evidence receipts, and other documentation for quality assurance, safety, and compliance with policies. Furthermore, data reflecting exceptional performance such as no use of sick time, no vehicle accidents, exceptional investigations and actions, and other positive performance indicators should also be captured to balance the scales of performance. These audits and inspections will ensure compliance with general orders and will support the department’s early identification and intervention process in addressing employee behavior. A personnel early warning system assists supervisors with a tool to identify employees exhibiting indications of stress or other behavior that could pose a liability to the community, the department, or the officer.

Use of force is governed by General Order Policy 300. The policy states that “Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident.” Section 300.5.1, Notification to Supervisors, requires notification to a supervisor as soon as practical when force is utilized and for providing detailed circumstances. The department also requires the Records Supervisor to report all officer-involved shootings and incidents involving use of force resulting in serious bodily injury to the California Department of Justice. Section 300.7 also details specific responsibilities performed by the notified supervisor. Section 300.9 requires that the Field Services Division Captain should prepare annually a use of force analysis to be submitted to the Chief. CPSM

recommends that all use of force incidents should be reviewed by the officer's chain of command, the Training Unit, and the Administrative Sergeant for quality assurance purposes. Furthermore, the Administrative Sergeant indicated that the process for her receiving the use of force reports could be performed in a timely manner.

MPD is currently not accredited. However, MPD is currently quite well-positioned to apply for and seek accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA). CPSM believes that such accreditation is extremely useful and beneficial. If the internal affairs function were to be expanded into a more comprehensive and proactive Office of Professional Standards, it would enable the department to assign the Administrative Sergeant to also serve as Accreditation Manager.

Internal Affairs Recommendations:

- Adopt a progressive discipline philosophy and create a standardized progressive discipline matrix in General Order 1020, Personnel Complaints. (Recommendation No. 25.)
- The department has responded appropriately to allegations of misconduct as they occur and has appropriately conducted investigations when necessary. The department should continue its proactive approach to internal affairs to include: reviewing all use of force reports, vehicle pursuits, random audits and inspections of units, equipment, incident/offense report reviews for quality assurance and to safeguard against any bias-based policing, monthly review of a random sample of officers' chat messages between cars, attendance records, training records, property and evidence receipts, and other documentation for quality assurance, safety, and compliance with policies. Furthermore, data reflecting exceptional performance such as no use of sick time, no vehicle accidents, exceptional investigations and actions, and other positive performance indicators should also be captured to balance the scales of performance. These audits and inspections will ensure compliance with general orders and will support early identification and an intervention process in addressing employee behavior. (Recommendation No. 26.)
- CPSM recommends that use of force reports be received in a timely manner by the Administrative Sergeant and all use of force reports be reviewed by the officer's chain of command, the Training Unit, and the Administrative Sergeant. (Recommendation No. 27.)
- CPSM recommends the Administrative Sergeant's position on the organizational chart be renamed to the Office of Professional Standards. (Recommendation No. 28.)
- CPSM recommends the department consider applying for accreditation through CALEA and assigning the responsibility of Accreditation Manager to the Administrative Sergeant. (Recommendation No. 29.)

SECTION 7. TECHNICAL SERVICES DIVISION

RECORDS SECTION

The Records Unit is under the direction of the Technical Services Division, which is commanded by a Captain. The unit has a supervisor overseeing the clerks, property and evidence techs, and an office assistant. The unit's supervisor is retiring, and to cover the supervisory responsibilities the department is going to assign each clerk to be the supervisor for a several month period to give them supervisory experience.

Contrary to the common perception that functions performed in law enforcement records units are as simple as filing reports and providing copies as needed, there is an exhaustive list of duties performed. Among the general duties performed daily are: reviewing and processing citations and incident reports; conducting criminal history checks; answering telephone calls related to the records operation; handling walk-in customers at the front desk; organizing and maintaining reports in various databases; uploading and maintaining digital photographs; maintaining records on incarcerated individuals; responding to document, video and/or photographic image requests from the public and the law enforcement/criminal justice community; registering sex offenders; preparing and distributing reports for prosecutors and others; maintaining information on local wanted/missing persons and property in local, state, and federal databases; accepting and processing various civil papers for service; monitoring and responding to requests received through the agency's central email box; conducting background checks for employment and preparing clearance letters; responding to requests for the release of various documents/tapes/ photographs as required under the Public Records Act; receiving and distributing incoming and outgoing mail; purging records as directed by the City of Milpitas records retention schedule; ordering and maintaining department supplies for records-related duties; preparing statistical reports including those for the state of California and the FBI; and more.

The Milpitas Police Department policies reference the functions and responsibilities of the Records Unit. Policy 806, Records Bureau Procedures, provides employees guidance in the operations of the unit. However, the policy is not a robust document and fails to address other areas such as custodian of records, release of information, report fees, etc. MPD should review the policy to add necessary measures to provide direction in handling of documents. Although there is a Records procedural manual, it has not been updated and revised in a number of years. CPSM recommends that the procedural manual be updated and revised to align with current practices.

Records Management System

The records management system (RMS) used by MPD is from CentralSquare Technologies; it is an integrated law enforcement software product. MPD also uses Trident for its dispatch. Other department units such as Professional Standards, Property and Evidence, and Training use different software programs specific to their function. Records staff report no interface issues among the various department functions and the current functionality of the system meets the unit's needs.

Records Staffing

At the current time, the department has budgeted for a Support Services Manager who would manage both Communications and Records; however, that position is not yet filled. The Records Supervisor handles the day-to-day management of the Records Unit and provides direct supervision to the Records staff. The supervisor provides a monthly statistics report and provides the monthly DOJ crime stats.

As reflected in the Table 7-1, the unit has several vacancies, including one full-time clerk, two part-time interns, and one part-time property intern. As a result of those vacancies, additional work has been placed upon the current employees, and this has resulted in a backlog of data entry and report requests.

CPSM recommends that the vacant positions be filled as quickly as possible in order to relieve the stress on the unit.

Table 7-1 reflects current staffing assigned to Records. It depicts authorized positions, actual staffing, and vacancies (if any) at present.

TABLE 7-1: Records Unit Personnel

Rank	Authorized	Actual	Vacant
Support Services Manager	1	0	1
Police Records Supervisor	1	1	0
Police Records Specialists	5	4	1
Office Assistant	1	1	0
Evidence Technicians	2	2	0
Part-time Records Interns	2	0	2
Part-time Property Intern	1	0	1
Total	13	8	5

Workload Demand

In the introduction to the Records Unit, some of the myriad responsibilities of a law enforcement agency records unit were described. A great majority of these functions are performed by MPD Records. Records staff are cross-trained in all of the unit's assigned responsibilities. Duties are rotated among the specialists to ensure the staff's skills and knowledge are maintained. By utilizing this philosophy, it helps to deter complacency among the unit's members.

With the vacancies in the unit (as described), it has caused the existing members of the unit to take on additional duties that the vacant positions would have handled. These additional duties have caused a backlog of data entry and requests for reports within the unit. However, the backlog is not so insurmountable that it cannot be corrected in a timely manner with the filling of the vacant positions. Until those positions are filled though, the backlog will continue to increase. Once the vacant positions are filled, the unit should be able to catch up with the backlog of data entry and requests and be able to maintain a sustainable level into the future. Should sworn staffing be added to other functions in the department, Records staffing should be enhanced to address any increase in workload. If and when additional FTE positions are added into the department, it will require periodic assessment to determine when additional positions will be needed in the Records Unit.

CPSM learned through its interviews that database updates performed in most agencies by Records staff are tasked to Dispatch, due to a lack of 24/7 Records staffing. At some point, a

decision was made to transfer some Records data entry duties to Communications, most likely the thinking being that there would be time available to enter the data when nighttime hours are slow. Although that might be a reasonable thought process, the Communications Center is also desperately understaffed, and its attention must be focused on the communications functions. These citation data entry duties should be removed from the Communications Unit and given back to the Records Unit where they belong.

Work Schedules/Public Access Hours

Records personnel work a 5/8 schedule Monday through Friday. The Records Supervisor, one records clerk, the office assistant, and one evidence technician work 8:00 a.m. to 5:00 p.m. while four records clerks and 1 evidence technician work 6:00 a.m. to 3:00 p.m.

The public counter is open Monday through Friday from 8:00 a.m. to 5:00 p.m.; however, reports are only available for release Monday through Friday 8:00 a.m. to 4:00 p.m. There are only two ways for citizens to obtain police reports from the department. The first is to come into the police station, and the second is to make a request by mail. However, the days and times that reports are made available oftentimes are not convenient for citizens who might be employed and can't come into the station during normal business hours. If the department chooses to not move forward using online access for citizens to obtain reports (which is a recommendation), consideration should be given to having a records clerk work Tuesday through Saturday, and when Records becomes fully staffed, consideration should be given to having at least one clerk begin their shift at noon and work until 8:00 p.m. to accommodate those citizens who cannot come in during the normal business hours.

When the unit is fully staffed, the staffing scheduling that would best serve the needs of the customer might be along the lines of that shown in Table 7-2.

TABLE 7-2: Customer-Centric Records Schedule and Staffing

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Records Supervisor	Off	8 to 5	8 to 5	8 to 5	8 to 5	8 to 5	Off
Records Clerks	Off	(2) 8 to 5 (2) 12 to 8	(3) 8 to 5 (2) 12 to 8	(3) 8 to 5 (2) 12 to 8	(3) 8 to 5 (2) 12 to 8	(2) 8 to 5 (2) 12 to 8	8 to 5
Part-time Interns	Off	(2) 8 to 12	(2) 8 to 12	(2) 8 to 12	(2) 8 to 12	(2) 8 to 12	Off

FBI UCR Reporting

Virtually all law enforcement agencies provide statistical data to the FBI on crime rates and clearances. Essentially, under UCR criteria, an incident of crime is reported as a single crime, even in the event of multiple offenses within that one incident. The reported offense is for the most serious of the crimes from that single incident. For instance, an armed robbery that included an aggravated assault is reported as one incident, an armed robbery.

At the Milpitas Police Department, the responsibility for reporting crime rates rests with the Records Unit. While this would seem to be a simple, straightforward task, it is anything but. To ensure consistency in reporting, the FBI has issued strict and detailed guidelines regarding classification and crime clearance criteria (coding). Among the important aspects of such reporting is to allow for the reporting agency to effectively measure its crime fighting and solvability rates against other communities. This is not to be used to grade an agency against

any other agency, but rather, to be used as a tool to better identify crime-fighting strategies and measure the effectiveness of the department and its investigators in solving crime. Should the department have low solvability (clearance) rates, or extraordinarily high rates, examination of the reasons should be undertaken. It may suggest a performance anomaly, or, it may stem from improper coding.

While preventing crime is of utmost importance to law enforcement agencies, solving crime should also have parity. The solving of crimes, which results in the prosecution of offenders, not only prevents future crime, it also provides much-needed closure to crime victims. Clearance rates, as defined and measured by the FBI, are the benchmark for a department's effectiveness in solving crime.

The FBI establishes a three-pronged rule, each of which must be met to clear a case. For FBI reporting purposes, a crime is considered cleared when: (1) a law enforcement agency has arrested the offender; (2) the offender has been charged with the offense; AND (3) the offender is turned over to the court for prosecution (whether following arrest, court summons, or police notice). The arrest of one person may clear several crimes or the arrest of several persons may clear only one crime. There are clearances via exceptional means as well, but the exceptions are extremely limited and result in numbers that are not statistically sufficient to warrant consideration for our purposes here. Examples include the death of an offender or the lack of an extradition treaty with a foreign government in a nation to which the offender has fled.

MPD currently reports all crimes to the FBI Uniform Crime Reporting Program. The FBI's UCR Program is a nationwide, cooperative statistical effort of nearly 18,000 city, university and college, county, state, tribal, and federal law enforcement agencies that voluntarily report data on crimes in their communities. The UCR Program collects offense information for murder and non-negligent manslaughter, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft, and arson. These are called Part I offenses and are serious felony crimes. Many agencies are now using and all must transition by 2021 to the National Incident-Based Reporting System (NIBRS). NIBRS is an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Data are collected on every incident and arrest in the Group A offense category. Group A offenses are 46 specific crimes grouped into 22 offense categories. In addition to the Group A offenses, eleven Group B offenses are reported with only the arrest information. NIBRS collects a greater level of information and provides a more robust reporting of crimes than does the UCR. At the current time, only about one-third of all U.S. law enforcement agencies participate in NIBRS. It is recommended that MPD move towards transitioning to NIBRS prior to the mandated time in 2021.

Annually, police departments report crime data and clearance rates to the FBI for inclusion in the Uniform Crime Report (UCR). In the MPD, this reporting is handled by the Records Unit based upon report data entered into the records management system. Oftentimes, as in the case of MPD, Records Unit personnel must spend time ensuring that the crime classifications on the reports are accurate and that the data entered was accurate. Although CPSM learned it is not a huge problem at the department, there is some time spent ensuring accurate classifications. Unless there is frequent training provided to the Records staff to ensure the correct criteria is adhered to, there could be errors in their reporting. Along with training provided to Records personnel, additional training should also be provided to officers who are classifying reports when they are authored.

Payment Options

An area of concern noted was the handling of cash by Records. Depending upon the service sought, whether for the collection of fines, vehicle release payments, purchase of report copies, etc., customers can pay with money orders, business checks, credit cards, debit cards, or cash. These transactions are conducted by the Records staff at the MPD Records window. The cash transactions are audited at the end of every work day to ensure the money is accounted for.

Cash transactions present an unnecessary risk to the city and the department. As just one of many examples, a few years ago, a records manager at a municipal police department in suburban Los Angeles pled guilty to grand theft. She was charged with stealing monies collected in the course of her duties over a period of many years. Though she agreed to reimburse the city \$140,000, department estimates placed the loss at more than \$340,000. These were cash transactions for those of the same nature that take place in Milpitas. MPD reported that during the fiscal year 7/01/2017 through 6/29/2018 the Records Unit took in \$ 90,187.39. That is an average of \$7,500 a month that is handled by the Records Unit staff. With that amount of cash receipts taken in yearly, the department must have a robust auditing system in place to ensure against loss or theft.

CPSM by no means infers that any suspicious activity has occurred at the Milpitas Police Department. To the contrary, the system in place serves to minimize the risk. However, CPSM does maintain that the present system presents an unnecessary risk to the city, MPD, and its staff, and should be revised to eliminate the acceptance of cash.

Obtaining of Police Reports

If a citizen is in need of a police report, they must physically come into the MPD police facility or send a request by mail to the department. In our experience, the majority of the police reports requested by citizens are to satisfy a demand of their insurance company. When a citizen comes into the department, it requires a records clerk to wait on them, search for the report, make a copy, and then receive payment for the report. Each request, whether it be a walk in, or mail request, can take a clerk between 10 and 15 minutes. If that is multiplied times the number of requests, there could be many staff hours involved.

There are several platforms available to law enforcement agencies that enable citizens to access police reports and traffic accident reports online. These platforms easily integrate with the department's RMS and because they are web-based, users can access them at any time from any web-enabled device. Each of these platforms (LexisNexis Police Reports, Coplogic, BuyCrash, eCrash) all allow citizens to access and download a copy of the report with leaving their home or office. Most of these platforms also are no cost to the agency using them. By using these systems, the department will eliminate manual handling, save time, reduce clerk costs, and increase administrative efficiency. However, one of the biggest advantages to obtaining one of these platforms is the improved service to the public, as citizens and insurance companies can purchase reports online 24/7.

Records Retention

The City of Milpitas 2011 Records Retention Schedule provides established, written guidance to the city staff as to the length of time any one specific record must be maintained, and when it is eligible to be properly disposed of or destroyed. The city's schedule has a comprehensive list of 16 identified areas referencing the police department. It includes the specific reports and the time span that reports are to be kept. MPD adheres to the city's retention schedule.

Records Unit Recommendations:

- If any additional field services staffing and/or other staff recommended by this assessment are hired and which will increase department workload, consideration should be given to incremental increases in Records staff to meet the increased workload caused by the addition of positions. (Recommendation No. 30.)
- Revise and update the current Records Procedure manual. (Recommendation No. 31.)
- CPSM recommends that the vacant positions be filled as quickly as possible. (Recommendation No. 32.)
- When times where the office assistant is not available to answer the general telephone line, and the Records Unit is open, those calls should be answered by existing Records personnel and not transferred to the Dispatch Center. (Recommendation No. 33.)
- CPSM recommends frequent re-training be provided to appropriate Records staff to ensure the correct UCR criteria are adhered to in reporting of crime and clearances. (Recommendation No. 34.)
- CPSM recommends MPD eliminate the acceptance of cash at its public window as a payment option for department services or records. However, if the decision is made to continue to accept cash transactions at the public window, comprehensive and regular audits should continue. (Recommendation No. 35.)
- CPSM recommends the department begin considering when the appropriate time would be to transition from UCR to NIBRS reporting. (Recommendation No. 36.)
- Contract with outside vendors to enable citizens to access police reports on-line. (Recommendation No. 37.)
- Data entry responsibilities currently assigned to Communications should be reassigned back to Records where they most clearly belong. (Recommendation No. 38.)

COMMUNICATIONS SECTION

The Communications Unit operates within the Technical Services Division under the direction of the division Captain. At the current time, the department has budgeted for a Support Services Manager who would manage both the Communications and Records Units. However, that position has yet to be filled. For the past four years or so, one of the most tenured supervisors in the unit has been the default manager and has handled those additional duties.

The dispatch/communications function is a vital component of an effective law enforcement and fire department. 911/dispatch operators serve in two primary rolls: (1) Answering 911 and non-emergency telephone calls, and (2) radio dispatch duties. The MPD Dispatch Center serves as the Public Safety Answering Point (PSAP) for all Milpitas police, fire, and public works calls. As such, all dispatchers must be cross-trained in both the police and fire disciplines. Although the Communications Unit dispatches police, fire, and public works calls for service, the Communications Center is physically located in the police department. Many cities have found that having one communications center dispatching both police and fire calls is essential to address the changing nature of public safety in today's complex environment. Almost all significant public safety events require cooperation and coordination between the police and fire departments.

The dispatcher is often the first point of contact for a citizen seeking assistance, and 911 operators play a significant role in setting the tone for the community's attitude toward the agency. The efficiency with which they collect information from callers and relay that information to responding personnel significantly impacts the safety of citizens, officers, and fire/EMS personnel alike. Because of the complexities of the position, they should remain highly trained. At present, they must undergo 24 hours of mandated training bi-annually, but other than the mandated training, they receive little additional training. Part of the reason for that can be attributed to the severe staffing crisis in Communications. When staffing allows, communications operators should attend additional training that would be beneficial to their specific position.

General information calls that come into the city during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, are answered by an office assistant in Records. However, when that person is on a break, on lunch, takes off, or is off duty, the calls are rerouted to the Dispatch Center. Having those calls rerouted to the Dispatch Center is problematic when it is so severely understaffed. The Dispatch Center's primary responsibility is the taking of calls for service (911/non-emergency) and dispatching of those calls to the police and fire personnel. Most often due to staffing issues, the Dispatch Center is operating at minimum staffing, and as such, both operators must concentrate on their primary duties, and not answer calls that would need to be re-routed. Although there is nowhere else in the department to which to reroute those calls in the evenings and weekends, at least during the day they should be rerouted within Records.

The Communications Unit currently has no section in the department policy manual, but yet the department has one for other units such as Records and Property/Evidence. Staff was unaware it was not in the manual. It very well might have been an oversight by the department when adopting the Lexipol manual, but whatever the case, the department must move forward with adopting a communications section in the policy manual.

The Communications Unit does have a Standard Operating Procedure Manual that describes how the unit is to handle situations and calls, but it hasn't been completely updated since 1998. Although there were a few SOPs that have been added since its inception, it severely lags in relevancy for today's operations. The SOP manual should have a complete revision to maintain its relevancy.

Dispatch staff can and should serve also as an important addition to the investigative effort for in-progress crimes or the active search for wanted suspects. As officers search for suspects in the field, Dispatch staff should simultaneously search various computer databases and social media platforms for information that may be of value to the investigative effort. This can apply to missing persons as well. While no formal records are kept for this activity, and it would not be prudent to do so, we suspect that when the Communications Unit is operating at minimum staffing and during times of high workload demands, it would be difficult for them to perform those actions except in the most serious of crimes.

The department has a TRITECH CAD/RMS dispatch platform that captures, manages, and prioritizes mission-critical data to enable rapid decisions in situations where every second counts. The CAD/RMS system, according to staff, is at least 15 years old but recently (July 2018) an upgrade was completed on the system. Although the system is adequate for the police side of communications and meets the current needs, the fire side of the CAD/RMS system lacks some capabilities that at times creates communications issues with the fire apparatus in the field. The current CAD/RMS has the capabilities of dispatching the closest unit to Priority 3 calls; however, the department has opted not to use it because of beat responsibilities. Although beat responsibility is important and an integral part of patrol operations, if utilizing this capability might reduce the travel time of an officer to an emergency call, the decision not to use that tool should be reconsidered by the department.

CPSM also was told by staff that there are several “dead spots” in the city where communications and connectivity become difficult. Areas in the hilly part of the city were mentioned as well as some areas on the city floor. Although CPSM was told that there are some “dead spots” in the city, they were also told that these really haven’t created much of an issue. However, the department should attempt to identify those “dead spots” and proactively work to rectify them.

All employees working for MPD must complete payroll time sheets at the end of every work week, and that is no different for communications. Those time sheets must then be reviewed and approved by a supervisor. Having to fill out time sheets and then having the supervisor review them is wasted time when there is technology that can replace the paper time sheets. Although the city has said it is moving forward with correcting the issue, it was learned that it has been in progress for years.

Dispatch Staffing

The Communications Unit is supported by three shift Supervisors, 10 dispatch positions, and two part-time dispatchers. At present, the unit has four vacant dispatcher positions; however, two of the four positions are filled by trainees who can’t be considered for staffing until the end of their training program. The unit is also expected to fall below another position as one of the operators will be going out on maternity leave.

The Communications Unit is severely understaffed, and the filling of vacant positions and the addition of any positions should be a priority. At the time of the site visit the department was in the process of transitioning the unit employees to a 3/12 work schedule to better accommodate their staffing issues. When the point has been reached that the department is changing work schedules to better accommodate staffing instead of scheduling based upon workload, the unit is at a critical stage.

Table 7-3 reflects all authorized (budgeted) staffing assigned to Communications as indicated above. It depicts authorized positions, actual staffing, and vacancies.

TABLE 7-3: Dispatch/Communications Personnel

Position	Authorized	Actual	Vacant
Supervisor	3	3	0
Dispatcher	10	6**	4
Part-Time Dispatcher	2	2	0
Total	16	13	4

**Although there are eight filled dispatcher positions, two of them are in training and cannot be counted as part of staffing.

The position of 911/dispatch operator is challenging and stressful duty. Virtually every agency studied by CPSM reports that it is a struggle to find qualified applicants who can complete the rigorous training program required to perform these duties. That is consistent with the experience of CPSM staff in the agencies in which we worked. Much like those other agencies, MPD is not exempt from the problem, as it has four vacant positions; those four vacancies are 40 percent of the allotted dispatch operator position staffing. These positions must be filled as quickly as possible. The two part-time dispatchers are used for vacation relief, sick calls, and backfill when days off are taken. As previously noted, filling full-time vacancies can be a challenge, and the use of part-time staff can provide a necessary staffing lifeline.

CPSM learned that MPD dispatch supervisors are also working supervisors. In many agencies, dispatch supervisors frequently and appropriately perform some routine dispatch and call-taker duties, especially during peak hours. However, at MPD they must dispatch their entire shift, and when they are also tasked with being a supervisor, it can come at the peril of them failing to perform their roles as supervisors. Until additional supervisor staffing occurs, consideration must be given to ensuring that supervisors have adequate time allotted to them to perform their supervisory duties. Also, it is not uncommon when the dispatch center is operating at shift minimums that neither of the two dispatchers are supervisors. Supervision is essential to maintaining accountability and ensuring things are getting done and getting done right.

As was discussed above, while their primary duties are to supervise operations, due to staffing shortages, supervisors routinely operate in a dispatcher role to meet minimum staffing needs. Not only does this impact their ability to perform a myriad of supervisory as well as associated administrative duties, it undermines their supervisory authority among their subordinates who may tend to look at them as peers.

The department's minimum staffing objective is three dispatch personnel between the hours of 10:00 a.m. to midnight and drops to two dispatch personnel between midnight and 10:00 a.m. However, because of the vacancies, the dispatch center is most often staffed with only two personnel. Operating below shift minimums is a perilous road to go down for the department. It is important to note that, as we discuss minimum staffing, it is just that, minimum, not optimal, as in this case.

There are two primary duties in dispatch centers; (1) radio dispatch, and (2) answering 911 emergency and general telephone calls. Best practice staffing for a city of this size and call volume would be: (1) a dispatcher who is responsible for all radio communication between field units of police without telephone answering responsibilities, (2) a dispatcher who is responsible for all radio communication between field units of fire, with back-up responsibility to support the call taker, and (3) a call taker to manage all incoming calls, both 911 and general calls. Given these generally accepted staffing and deployment practices, CPSM asserts that the minimum staffing as established by the department is unreasonably low.

In our view, MPD must move forward with increasing the number of positions in order to fulfill the primary duties as outlined above. Adequate staffing would necessitate the department budgeting for one new supervisor position and two additional operator positions.

Telephone Call/Workload Demand

In addition to serving as the 911 Public Safety Answering Point (PSAP), where all 911 calls are received, the Dispatch Unit also receives various other calls via the department's telephone lines. For Calendar Year 2017, the Dispatch Unit answered a total of 115,476 incoming telephone calls. This equates to an average of one call every 4.48 minutes. Of course, call volume would be higher during peak activity times, and lower during slower times of the day. Of that total number of calls, 20,085 (17.4 percent) were 911 calls. The remaining 95,391 (82.6 percent) were nonemergency and/or general business calls. This represents a significant volume of nonemergency call activity for the center.

In CPSM studies, it is common to find that the hours between 8:00 a.m. and 8:00 p.m. represent those that are busiest for most communication centers relative to telephone calls, though this varies somewhat from agency to agency based upon community demographics.

In Table 7-4, we look at the workload and incoming call demand from 2017.

TABLE 7-4: Telephone Incoming Call Load and Radio Dispatches, 2017*

All Calls	115,476
911 Calls	20,085
911 % of Total Calls	17.4%
General Information Calls	95,409
Police Calls Dispatched	64,439
Fire Calls Dispatched	5,870
Public Works Calls Dispatched	891

*Source: Milpitas PD

As can be seen in the table, in 2017, 82.6 percent of telephone calls received by the Dispatch Unit were non-911 calls. While some of these calls are appropriately handled by dispatch, in many cases, dispatch simply reroutes the caller to the appropriate party. In a recent study, another department reported this to be the case for 31 percent of all calls. Milpitas does not track this number; however, staff reported that transfer of in-coming telephone calls is routine. These nonemergency calls have a significant negative impact on the 911/dispatch operation and should be further addressed by the department to reasonably reduce the number of such calls.

In addition to answering 911 and non-emergency telephone calls and dispatching for police, fire, and public works calls, dispatchers are expected to monitor video camera images as appropriate.

In the absence of 24/7 Records Unit staffing, MPD dispatch staff is also tasked with duties that are performed in most agencies by Records staff. The list includes RMS updates of citations, and many more. As some of these entries are time sensitive, and Records only works normal business hours, the duties naturally fall to the Dispatch Unit as they are available 24/7. These duties impact the Dispatch Unit staff by taking away from their primary responsibility. These duties should be transferred back to the Records Unit, where they more appropriately belong.

Dispatch Staffing Summary

At present, the Dispatch Unit is authorized three supervisors. To provide 24/7 supervisory coverage would require four FTEs (full-time equivalent). Therefore, CPSM recommends increasing the authorized supervisor staffing to four. This staffing level would allow for supervisory oversight for each of the four primary shifts (Day 1, Day 2, Night 1, and Night 2). Even at that, when factoring in leave time, some shifts would continue to rely on backfilling for required supervisory staffing. That dilemma is a reality of shift work. Nonetheless, adding one supervisor position would provide substantial additional supervision to this critical function.

In addition to the one supervisor position that should be added, two communication operator positions should also be added.

High-priority Calls

All police departments prioritize calls for service based upon the seriousness of the call. In Milpitas, the highest priority calls are referred to as Priority 3 calls. While department definitions of the highest priority call may vary from agency to agency, such calls should include those involving life safety and in-progress crimes. For such calls, citizens expect and demand that their police department be adequately staffed and prepared to respond in a timely fashion. While the data report contains considerable information concerning response times to all priorities of

calls for service and should be reviewed in its entirety, here we will focus on the highest priority of calls for service.

The computer-aided dispatch (CAD) system has been programed to assign priorities to calls based upon the nature of the call. The department has assigned calls as Priority 1 through Priority 3, with Priority 3 as the highest priority. Best practices are to always review the assigned priorities for relevancy and community expectations. MPD is to be commended for having completed this task within the last year.

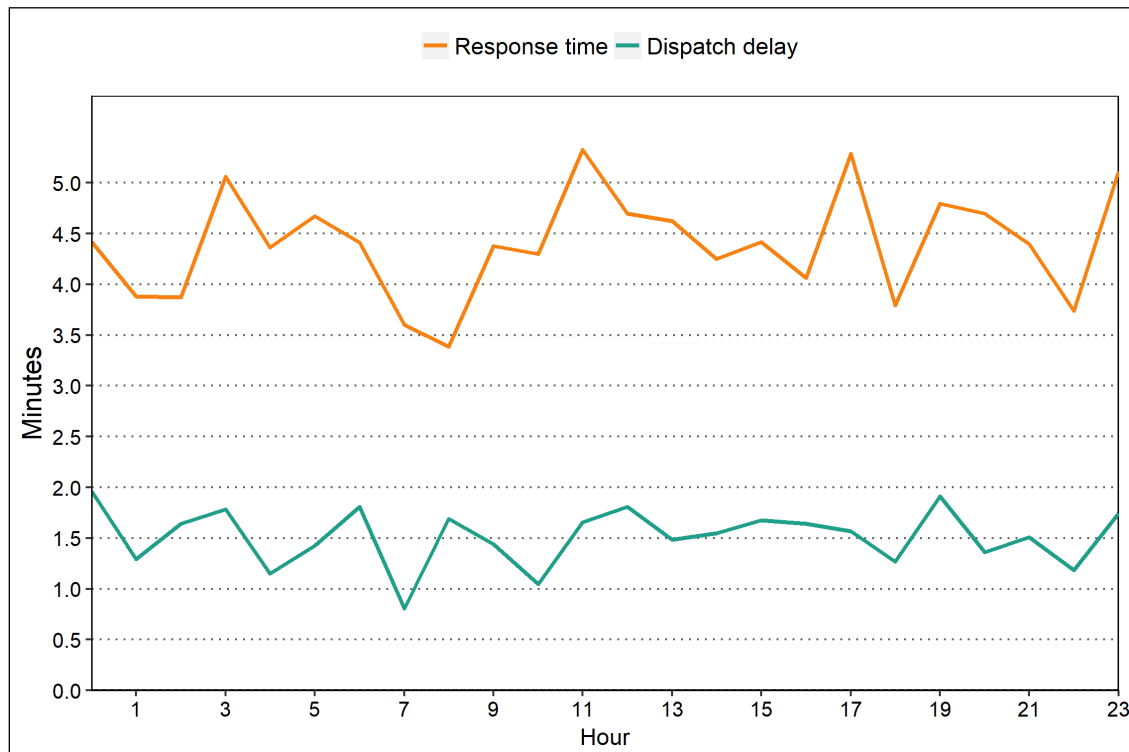
Table 7-5 shows the average response time to Priority 3 calls as well as all other calls (all other priorities). It must be noted that the response time to a call begins when the first keystroke is entered into the CAD (computer-aided dispatch) call screen by the 911 operator. This begins what we refer to as the “dispatch” period. The “dispatch” period ends when a patrol unit is assigned to the call, at which time the “travel” period begins. When the patrol unit arrives at the scene of the call, the “travel” period ends and the “response time” (dispatch plus travel) is calculated.

TABLE 7-5: Average Dispatch, Travel, and Response Times, by Priority

Priority	Dispatch Delay	Travel Time	Response Time	Calls
0	15.7	5.2	20.9	272
1	12.0	7.1	19.0	8,241
2	3.6	4.7	8.2	8,375
3	1.6	2.9	4.4	442
Weighted Average/Total	7.7	5.8	13.5	17,330

Note: The total average is weighted according to the number of calls within each priority level.

FIGURE 7-1: Average Response Times and Dispatch Delays for High-priority Calls, by Hour



Observations:

- High-priority calls (Priority 3) had an average response time of 4.4 minutes, lower than the overall average of 13.5 minutes for all calls.
- Average dispatch delay was 1.6 minutes for high-priority calls, compared to 7.7 minutes overall.
- For high-priority calls, the longest response times were between 11:00 a.m. and noon and between 5:00 p.m. and 6:00 p.m., with an average of 5.3 minutes.
- For high-priority calls, the shortest response times were between 8:00 a.m. and 9:00 a.m., with an average of 3.4 minutes.
- Average dispatch delay for high-priority calls was consistently 1.9 minutes or less.

Data calculations are based on what is commonly practiced at law enforcement agencies, that is, a call taker receiving a call types the information into a call screen, electronically sends it to the dispatcher, and the call is broadcast and assigned to an officer to handle. The dispatch period is measured from the time of call receipt, ending when the dispatcher assigns an officer to that call. The travel period begins at the conclusion of the dispatch period and ends when the officer arrives at the scene of the call. The response time represents the combination of the dispatch and travel periods. This is the amount of time it takes from the initial call to an officer arriving on scene.

The delay of under two minutes in dispatching life safety and in-progress crime calls does not seem excessive compared to many cities CPSM has looked at; however, there are always opportunities to examine that might improve that delay time. Although a total response time of

4.4 minutes to a Priority 3 call is quite good, when dealing with a life-safety incident such as a baby not breathing or an active shooter or other aggravated assault, or call involving serious injury, minutes can often make the difference of whether a death occurs or not. Given this, it would be prudent for the department to look at ways that it might reduce that dispatch delay time. It is usually more difficult to find ways to reduce the travel time than it is to reduce the dispatch delay time. There are just too many variables associated with the travel time to find a consistent reason that would reduce the time. Things such as traffic conditions, what the officer is doing when assigned the call, and the distance that the officer must travel when assigned the call all affect travel time.

An opportunity exists to reduce the response time with a slight adjustment in the call taking and dispatching of Priority 3 calls. It was learned that prior to sending the call to the dispatcher, the call taker enters initial information to begin the call. It was learned that the function could take as much as 15 to 20 seconds. The communications center is small and the two dispatchers (call taker/dispatcher) sit within an arm's length of each other. When a Priority 3 call comes into the call taker, and as they are beginning to enter the call, if they verbally let the dispatcher know a location, the dispatcher could at least begin units responding without that delay.

Quality Control Audits

Periodic review of random tape-recorded calls handled by each 911 dispatcher or call taker is important to ensure quality control and help to identify training and or performance issues. At present, the dispatch supervisors conduct monthly audits for all staff. The audit involves review of tape-recorded conversations between the parties, timeliness of dispatch of the call, etc. This is an important aspect of managing a 911/dispatch operation and the department is to be commended for its commitment to this effort.

Communications Recommendations:

- Fill the support services manager position as quickly as possible. (Recommendation No. 39.)
- Fill vacant positions as quickly as possible. (Recommendation No. 40.)
- Provide additional training other than what is mandated to communication operators and supervisors. (Recommendation No. 41.)
- Attempt to locate and correct radio mentioned "dead spots" in the city and areas where limited connectivity exists. (Recommendation No. 42.)
- Add one supervisor FTE position and two communications operator FTE positions. (Recommendation No. 43.)
- Update and revise the communications SOP manual. (Recommendation No. 44.)
- Instead of general information calls being transferred to dispatch when the office assistant is not available, they should be transferred to Records. (Recommendation No. 45.)
- Conduct Quality Control audits of telephone calls and radio communications. (Recommendation No. 46.)

PROPERTY AND EVIDENCE

The intake, processing, storage, and disposal of evidence and property are important functions of any law enforcement agency. It is especially true for weapons, narcotics and dangerous drugs, currency, and valuable jewelry. Too frequently, law enforcement agencies across the country have faced the consequences of mismanaged property and evidence sections. This has resulted in terminations and arrests of police employees from janitors to police chiefs for thefts of narcotics, cash, jewelry, and guns. In some cases, audits that revealed unaccounted-for property and evidence led to the termination of police executives. Controlling access to the property and evidence areas, inventory control, and regular audits are critical to the effective management of the property and evidence function.

The MPD Property and Evidence (P&E) function falls under the Technical Services Division, is commanded by a Captain, and is immediately supervised by the Records Bureau Supervisor. Under the direction of this supervisor, two civilian Property Evidence Technicians staff the Property and Evidence Unit. As both technicians are of the same rank, there is no designated day-to-day supervisor of the unit other than the Records Supervisor, who it was learned rarely interacts with them. In most agencies, P&E technicians are closely aligned and work closely with detectives regarding items of evidence. Thus, it is more reasonable to have the P&E function reporting to the Investigations Unit Lieutenant/Sergeant instead of the Records Supervisor.

The technicians are on duty from 6:00 a.m. to 5:00 p.m., Monday through Friday; the property room is available for public contact between 8:00 a.m. to 5:00 p.m., Monday through Thursday. The technicians begin their shifts two hours apart so as to lengthen the daily time at least one of them is on duty to better serve the department members and the community. The technicians use Friday as a day to handle the purging of cases that have been dispositioned by the courts.

The primary policy governing property and evidence functions is located under section 804, Property Procedures, which is a six-page policy that addresses the intake of property and evidence from collection to storage, including security of the held evidence and property. This policy also provides for the protection of the chain of evidence and those persons authorized to remove and/or destroy property. It was found to be well-written and thorough. However, it was discovered that the policy was not being followed regarding audits and checks by the supervisor. A review of the policy should be conducted to determine if changes need to be made to better reflect the operations of the unit.

Most every P&E unit examined by CPSM has an issue with being able to stay current with the purging of evidence that has been adjudicated, and MPD is no different. Although the P&E technicians try to purge adjudicated evidence continuously as workflow allows, it was learned that the unit also has a huge backlog. At the current time, staff estimates they spend a total of 8 to 12 hours a week working at purging evidence; however, they believe there are hundreds of hours still required to eliminate the backlog. An opportunity exists with one of the long-tenured technicians retiring soon. A recommendation would be to bring that employee back as an annuitant (perhaps part-time) and assign her to the purging backlog.

Evidence or property that has come into the possession of the department's P&E unit is disposed of in a number of ways upon adjudication. All methods of disposal currently in use at MPD are within best practices and standards of most all police agencies.

Having well-trained personnel in the P&E unit can help to alleviate issues that have caused litigation for many police agencies. Property Evidence Technicians at MPD are well-trained and have attended numerous POST training classes pertaining to the operations of the P&E unit. Training for the technicians is an ongoing endeavor. In fact, currently, one of the technicians is

considered a POST expert in the field of property management. As such, the department is well-positioned to be current with the best practices for the unit.

Intake

The intake process is as follows. Officers seizing property and/or evidence transport the items to the main police station, where they place the property/evidence in one of 77 two-way lockers. In the process of depositing the evidence, officers use the department's evidence control system to generate a barcode for the item. Once the property/evidence is secured in the locker, access is no longer available from that side. Storage for bio-hazards such as blood, and larger items such as bicycles is also available.

Property and Evidence Section staff subsequently collect the property/evidence from the other side of the locker within a secured P&E intake facility. They then assign the item to a storage location, utilizing the bar code for tracking, until further action relative to the property/evidence is required.

Once intake is complete the items are assigned a storage area based upon the nature of the item collected. For instance, firearms are stored in one secured area, drugs in another, and general property in another.

Property Release

Property is released Monday through Thursday from 8:00 a.m. to 5:00 p.m. and by appointment. All release of property occurs in the front lobby of the department. When the person collecting an item or items arrives in the front lobby to pick-up their property, the technicians are notified. They will then collect the property to be released and walk it up to the front lobby. Although there is often an officer at the front desk, many times there is not, and the technicians voiced that as a safety concern for them. Not only does this system create a safety concern, it also requires an extended amount of time to take the property up to the front lobby.

When we toured the P&E facility, we noted that in the rear of the warehouse there is an area that at one time had been the property release area. There have been modifications to the area over the years to address some security issues, but it was done cheaply and without a lot of forethought. With some modern safety modifications such as bulletproof glass, secured release cabinet, and security door, this area could once again be used to release property. If this area were modified, it would alleviate two issues, first, the safety concerns of the technicians, and second, it would lead to a less time-consuming process for releasing property. Consideration should be given to making those modifications in the CIP assessment.

Property and Evidence Room

There is only one property and evidence storage area in the police station, located in the basement of the building. Vehicle storage is located in three locked and secured sections in the underground parking garage. However, the department currently has in its possession more vehicles than space available to store them, so some evidence vehicles are stored in the outside parking lot.

The preparation area is adequately supplied with the necessary items for the officers and is located right outside the P&E room. Adjacent to the P&E room are two-way lockers for ease of processing. The P&E areas are secured by an integrated biometrics system that includes both a card reader and a fingerprint reader. Only four authorized personnel can gain access to the property room: the two technicians, Records Supervisor, and one backup records clerk who can

fill in when one of the two technicians is on leave. Any persons not having authorized access must be accompanied by one of the technicians.

A high-security room that requires an additional access level is located within the P&E area. Within that high-security room are cabinets where the department stores the jewelry, narcotics, firearms, and cash taken in as evidence or found property. Access to this high-security is allowed only to the four personnel people who have access rights to the P&E storage area. There is a separate card/fingerprint reader on the door to the high-security room. Security for the various property and evidence storage facilities is generally consistent with best practices.

During the site visit and tour of the P&E area, it was noted that the lockers for officers to deposit evidence upon booking were too small to even accommodate briefcase-size items. If the item is too large to fit in a locker, it must be placed in a separate storage area referred to as "large evidence room." Access to the room is by key only, and it was discovered that every officer has a key for entry. This room needs to be equipped with the same security entry measures as the other P&E areas.

The P&E warehouse appears to be adequate for storage of evidence for approximately the next 10 years; open space and shelving were visible during the site visit. The warehouse was extremely clean, well laid out, and evidence was methodically arranged.

Inventory Control

MPD's P&E evidence control is served by a robust program supplied by the Porter Lee Corp.; it is known as Bar-Coded Evidence Analysis Statistics and Tracking (BEAST). The system can produce many reports and documents related to the management of the department's property / evidence inventory; the program's capabilities help simplify the work of the technicians.

Table 7-6 depicts the number of property items and evidence processed by the unit in 2016, 2017, and for the first nine months of 2018. As one can see, for 2018, the P&E Unit is on track to process a similar number of items as in the two prior years.

TABLE 7-6: Number of Items Processed by Property and Evidence, 2016, 2017, and Through Sept. 30, 2018

Year	Items In	Items Out	Items Handled / Transferred
2016	6,813	4,259	38,110
2017	6,627	7,777	42,652
2018 (thru 9/30)	4,654	3,970	26,516

CPSM requested and was provided information on the volume of items received and disposed of for calendar years 2016, 2017, and 2018 to date. Over that period, the Property and Evidence Unit received approximately 500 to 600 items per month, or 6,000 to 7,000 items per year. During that period, it released or otherwise disposed of almost 450 items per month. Staff indicated that they use their last work day of each week (Friday) to purge property that has been adjudicated. Although there is not a large numerical difference between the number of items on average that are taken in each month compared to those going out, they still are disposing of property each month below the intake rate. This could well explain the backlog of the approximate 200 hours of purging time given by staff. Items should be held by the department only until such time as they are no longer required to be retained. With the recent intake rate exceeding that of the release rate, this presents an inventory problem into the future. Items should be held by the

department only until such time as they are no longer required to be retained. At that point, items not retained by the court through proceedings should be released to the owner, destroyed, or auctioned.

At times there are impediments to getting rid of property and evidence. Often, Property and Evidence staff must rely on one of three entities to approve of the disposal of property; the investigating officer, the District Attorney, or the Court. Historically, little cooperation is provided to P&E staff from these parties, as the disposal of unneeded property and evidence is a low priority for them. This is not unique to Milpitas, but rather, is common in most law enforcement agencies.

The first step is to address the backlog of property and evidence that has no evidentiary value. Purging of property and evidence for which any applicable statute of limitations for prosecution has expired will allow for a significant reduction of inventory. Once the purging of unnecessary property and evidence is completed, and a complete inventory is made, it will be imperative that purging of unnecessary property and evidence continue to be a department-wide commitment. Without the commitment to stay on top of this issue, the department will again find itself in the position of needlessly storing obsolete property and evidence.

Audits

Policies 804.8 address audits of the property and evidence facilities. Policy 804.8 calls for inspections of the evidence room as follows:

- On a monthly basis by the supervisor of the evidence custodian to ensure adherence to appropriate policies and procedures.
- Unannounced inspections of the storage areas shall be conducted annually as directed by the Chief of Police.
- An annual audit of evidence held by the department to be conducted by a Captain not routinely or directly connected with evidence control.
- Whenever a change is made to personnel who have access to the evidence room, an inventory of all evidence/property shall be made by an individual not associated to the property room or function to ensure that records are correct and all evidence/property is accounted for.

One of the most serious issues facing police departments is the threat of lost, misplaced, or stolen property out of their P&E units. In order to maintain a high degree of evidentiary integrity, ensure the safekeeping of all items, and preserve the chain of custody of evidence/property, regular audits, inventories, and inspections of the evidence/property facility are required and must be documented appropriately. Audits not only verify compliance, but identify areas that may require review, and can facilitate appropriate processes for identifying and correcting procedural deficiencies. CA POST's Law Enforcement Evidence and Management Guide recommends that audits should be conducted on both a routine and random basis. Audits should be conducted when information is received that the integrity of the systems or facility is in question, when there is a change in the agency head, or when there is a change in evidence/property personnel.

In the case of MPD, within the last year there was a change in the agency head (Police Chief) and at the end of the year, one of the two P&E technicians will be retiring; her position will be filled with a new employee. Considering these events and recognizing that a complete audit of the P&E unit was last conducted in 2011, CPSM would recommend a complete audit be

completed in early 2019. It was also learned that the department does not do quarterly audits of evidence logged into the facility. Items selected for the quarterly audits should include those to be considered high-risk evidence, such as jewelry, cash, and narcotics. The audit could also contain evidence from misdemeanor cases and items being held for safe keeping.

While no current audit reports are available for review, we would note that most audits that we have reviewed involve known samples. In other words, auditors access records from the department's evidence tracking software, pick a random sampling, then seek to locate the item in storage, or ensure that proper disposal documentation exists. CPSM would suggest that in addition to, or in place of this methodology, a sampling of reports from the Records Section be examined to find cases in which property/evidence was booked. Those cases should then be utilized for purposes of conducting the audit. If the sampling only draws from records within the property and evidence tracking software, it may be more difficult to identify property that had been misappropriated had the records been purged as the item was removed from the facility. Let us be clear, we are in no way suggesting that this has occurred, rather, simply introducing an alternative audit process which we believe to be superior.

While auditing of this function is extremely important, the schedule called for in the P&E Policy is daunting, and it appears the department is not in compliance with its policy. For instance, the external audit, both time-consuming and costly, could be conducted every five years rather than bi-annually as called for in the present policy.

Observations

MPD's P&E Unit is a highly secured, highly technical, and a high functioning unit. This is a credit to the technicians assigned to the unit. In fact, it was one of the cleanest, best supplied, and methodically approached unit that this consultant has seen. During the visit, we were told that they pride themselves on:

- Returning property to their rightful owners.
- Continual purging of the system.
- Rarely being challenged regarding chain of custody.
- Quick location of items in their custody.
- Continuously seeking out new advancements in the field.
- Respect among their peers.

Property and Evidence Recommendations:

- Take affirmative steps to dispose of unnecessary property and evidence. (Recommendation No. 47.)
- Establish a practical schedule for Property and Evidence function audits, modify existing policy to match the schedule, and ensure compliance. (Recommendation No. 48.)
- Complete a full audit as soon as possible of Property and Evidence inventory. (Recommendation No. 49.)
- Take steps to alleviate the lack of storage for vehicles retained as evidence. (Recommendation No. 50.)
- Bring back a retired annuitant to assist with the purging of evidence. (Recommendation No. 51.)

- Provide security access technology to the “large property room.” (Recommendation No. 52.)
- Include the existing (non-usable) property release area in the CIP assessment for modifications to make it safe and once again usable. (Recommendation No. 53.)
- Transfer the responsibility of the P&E unit to the Investigations Lieutenant or Sergeant. (Recommendation No. 54.)
- Review the P&E Unit's policy to ensure it reflects how the unit is actually operating. (Recommendation No. 55.)
- In order to have day-to-day supervision within the unit, it is recommended that one of the two technician positions be reclassified as a “lead” or “senior” to provide that necessary supervision. (Recommendation No. 56.)

FLEET SERVICES

MPD handles the purchase and replacement of the department's vehicles, while the city's Fleet Maintenance Department handles all service, repairs, and outfitting of all new department vehicles. The police department has a Memorandum of Understanding (MOU) with the Fleet Maintenance Department which outlines the services provided.

The department's patrol fleet currently consists of both the Ford Explorer and the Ford Taurus. Detective vehicles consists of different makes and models dependent upon the needs of the unit.

MPD decides the makes and models of vehicles purchased by the department and how they will be outfitted and equipped. The department's liaison with the city's Fleet Maintenance Department is a Sergeant.

Patrol vehicles are scheduled to be replaced at 100,000 miles or five years of use, whichever occurs first. Most agencies that CPSM has studied have raised their replacement mileage to the 100,000 miles level, so MPD is within the normal range of what other departments are doing with respect to replacement of patrol vehicles. However, maintenance records could alter that schedule if a particular vehicle is showing higher than normal maintenance costs. Detective vehicles are on a six-year replacement schedule regardless of the mileage at the six-year mark. Detective vehicles may then be rotated to other command level positions in the department and who have take-home vehicles, but usually the vehicles are taken by other city departments for use.

Currently, in the department, only Captains and above are permitted to take their issued vehicles home. There is no mileage restriction as to the distance of their residence. Almost all police agencies have some type of limited take-home vehicle program for members of the detective bureau. This allows detectives to respond from their residence directly to crime scenes, hospitals, search locations, etc. without having to respond to the station to pick up their vehicle. A consideration might be given to examine that option.

Many agencies, especially since the Great Recession, have begun leasing public safety vehicles from the major vehicle manufacturers. However, this may not be a viable option for all departments. There are obviously pros and cons with leasing programs, especially when using the vehicles for police patrol duties. However, a lease program may be viable for detective vehicles that don't experience the wear and tear that a patrol vehicle does. CPSM would be remiss in this report if that option was not at least brought to the department's attention.

MPD vehicles appeared to be in good shape, clean, well-maintained, and properly equipped for patrol duties.

Fleet Services Recommendations:

- Assess the viability of leasing department vehicles. (Recommendation No. 57.)
- Review the current take-home vehicle policy to see if it continues to meet the needs of the department. (Recommendation No. 58.)

FACILITIES

The main police facility is located at 1275 N. Milpitas Blvd.; it was completed in 1993. It is a stand-alone building housing all aspects of the police department. The building also houses public works and information systems. CPSM found the police department to be clean and well-appointed, but there are areas in the building requiring modification to meet today's requirements. The Technical Services Captain is responsible for the facility and coordinates with the Department of Public Works (DPW) for any necessary maintenance to the facility. If work is beyond the capabilities of DPW, the Captain would coordinate with the outside vendors to get work completed. Janitorial service for the facility is contracted with an outside vendor.

The department also maintains a substation at the Great Mall of the Bay Area. It is staffed 7 days a week by MPD officers. Maintenance at the substation is handled by either DPW or mall management, dependent upon what the issue is. As with the main police facility, janitorial service is contracted through an outside vendor.

There is currently a funded Capital Improvement Plan (CIP) project to conduct a formal assessment of the building. Potential upgrades to be looked at for the project are HVAC systems, Property and Evidence Area, Dispatch Center, locker rooms, and creating rest areas for officers on extended duty. Although the building currently meets the needs of the department, it is limited regarding its ability to accommodate future growth. Some of the potential upgrades will satisfy some of the problems associated with the issues of future growth.

The facility has two workout rooms for employees and a community room, and functions as the Emergency Operations Center (EOC) for the city. Although the building does not have a formal room designated for employee training, the community room, briefing room, and EOC are used for training.

Entry into the facility and parking lots is accessed through card readers, as is entry into certain areas within the facility. These systems are great in that they provide access to information about ingress into the facility and also some of the restricted areas within the building. However, in MPD's case, obtaining that information must be done through Information Services and is not easily accessible to the department. The facility has an old security camera system that is in the process of being upgraded if possible or replaced where necessary. Monitors are displayed in the Dispatch Center and in some supervisor work areas. The upgraded camera system will have the capability of storing the video footage on servers. Because the targeting of police officers and police facilities has been on the increase in recent years, with many attacks occurring at police facilities and their parking lots, it is important for the department to ensure the completion of the upgrade/replacement of the camera system is done.

A major issue facing the department is the lack of parking for not only department vehicles, but also the vehicles of employees. Due to overlaps of shifts and a large number of employees

coming to work at the same time, some employees must park on the side streets surrounding the department. Parking on these streets could potentially cause a safety issue for employees leaving work or coming to work in the dark. A possible solution that may alleviate some of the parking issues is to allow specific certain of the department to take home their city vehicles. This will not only open up the space the city vehicle would have been parked in, but it also would open up that space where the employee would have parked their personal vehicle.

The front desk of most police departments is one of the most important areas of the department. It is where employees meet the citizenry who have entered to conduct business. In today's climate, as unfortunate as it may be, those areas must offer safety and security for those employees who must interact with the public. MPD has taken that responsibility seriously and has installed bullet-resistant glass in the counter area and as well as has reinforced the lower wall with bullet-resistant material.

It was discovered that the glass door entry to the community room located on the north side of the facility does not have unbreakable bulletproof glass. If someone were able to gain entry into the community room, they then would have access to the interior of the police department. For safety and security reasons, that door should be replaced with a more secure model.

Facilities Recommendations:

- Ensure the upgrade/replacement of the department's camera system is completed. (Recommendation No. 59.)
- Ensure the proposed upgrades in the CIP building assessment plan are completed. (Recommendation No. 60.)
- Evaluate ways to improve the parking issue. (Recommendation No. 61.)
- For better security, replace the glass entry door into the community room with a more secure option. (Recommendation No. 62.)

RECRUITMENT

The recruitment function of MPD operates out of the Personnel and Training Unit of the Technical Services Division. The department's recruitment team currently consists of one Sergeant and eight police officers. The police officers on the recruitment team are from various units within the department and are part of the team as an ancillary assignment. The department has made a concerted effort to include everyone in the agency in its recruitment efforts, and is to be commended for that. It has been proven that the best recruitment tool an agency has is its officers promoting their agency to other officers in the law enforcement community. However, the department does not actively target the recruitment of lateral police officers. These officers often have a vast amount of experience and don't require as long to become viable members of the department.

The recruitment team visits assorted job fairs at high schools, community colleges, and universities. The department should also make a concerted effort to visit military job fairs. Many military veterans possess attributes that make them excellent candidates for law enforcement.

Social media and the internet have transformed the way the younger generations (Millennials, Gen Z) are searching for employment, whether that be in the private or public sector. Law enforcement agencies today must have a robust policy of advertising on internet sites (Indeed, CareerBuilder, Jobs.com) and using social media to get their message out. The department

currently uses Twitter, Facebook, and Nextdoor in its recruitment efforts. MPD also created a web page “BeMilpitasPD.org” to assist with recruitment. According to GlobalWebIndex, the average internet user has more than five social media accounts. Sites such as LinkedIn, Facebook, Twitter, and a handful of others offer a tremendous opportunity to connect with candidates. Using social media for recruitment is no longer a gimmick, but a vital way of promoting the department and its culture. The department should expand its use of social media in its recruitment efforts.

Police departments have long been criticized for their workforce not representing the demographics of the communities they serve. MPD is cognizant of that fact and has tried to assemble a department that is representative of the community. Of all the projects completed by CPSM, the diversity of demographics of the Milpitas Police Department is the closest to the actual diversity of demographics of a city that we have seen. The department is to be commended for making that concerted effort. However, as can be seen in Table 7-7, at least one demographic measure of the department’s workforce—females—is not aligned with the demographics of the community. The department does place a strong emphasis on targeting the recruitment of females, recognizing that they are considerably under-represented in the department. In fact, the department has specifically targeted female student athletes at the local colleges. Both the Bureau of Justice Assistance and the National Center for Women & Policing provide excellent manuals on the recruitment and retention of females.

TABLE 7-7: City of Milpitas and MPD Demographics, 2018

	Male	Female	White	Asian**	African American	Hispanic	East Indian	Other
MPD	87%	11.76%	34.12%	50.59%	2.35%	23.53%	3.53%	3.53%
City of Milpitas	52.6%	47.4%	30.87%	51.81%	3.66%	16.61%	6.9%	3.23%

**Asian is comprised of Chinese, Cambodian, Filipino, Japanese, Vietnamese, Korean.

With the assistance of the city's Human Resources Department, the police department handles the testing process of all new applicants.

The testing process consists of:

- POST physical agility test and written test (written score must be 50+).
- Application submission through Calopps (electronic).
- Oral board Interview.
- Submission of personal history statement (PHS).
- Polygraph.
- Background investigation.
- Chief's interview (if the Chief extends a conditional job offer, the process continues).
- Second polygraph (medical-related questions are asked).
- Psychological screening.
- Medical screening.

Staff reports that they do not have difficulty attracting applicants.

Explorer Program

Explorer programs in police departments have been proven to be successful recruiting avenues for departments looking for future law enforcement officers. Police Explorer Posts or Cadet programs provide young men and women the insight into a variety of programs by offering hands-on law enforcement career activities that promote growth and development. Being a police Explorer or Cadet provides an opportunity for young people to better determine if a career as a law enforcement officer is right for them.

MPD has an Explorer Post that is affiliated with Boy Scouts of America. Explorers receive some training by department officers and are used in the city at certain special events. However, it doesn't appear to be a robust program and isn't flourishing, as are programs in other departments. Departments use their Explorer programs to develop a hiring pool of members of the community who have grown up in the community, have ties to the community, have family in the city, and most likely if provided employment would stay in the community. It is widely accepted that if departments can hire from within the community, those people most likely will have a greater vested interest in the community. By having a robust program, the department will have a "farm system," much like major league baseball to draw from. The department should make an effort to strengthen its Explorer program.

Recruitment Recommendations:

- Continue efforts to recruit female applicants. (Recommendation No. 63.)
- Expand the use of social media and Internet job sites in recruitment efforts. (Recommendation No. 64.)
- The department should make an effort to strengthen its Explorer program. (Recommendation No. 65.)
- Actively target the recruitment of lateral officers. (Recommendation No. 66.)

PERSONNEL

The Personnel/Recruitment/Training Unit is staffed by one full-time Sergeant. The Sergeant works a 4/10 schedule, 6:00 a.m. to 4:00 p.m., Tuesday through Friday. There is no clerical support for this function and as such, the sergeant must handle clerical duties that require a great deal of his time and which could be handled by a civilian clerical worker. Adding a clerical position to this unit is essential to allow for the supervisor to focus on other important matters.

While this unit is responsible for a variety of personnel-related duties and serves as the primary contact point for the city's Human Resources Department, its primary mission involves recruitment, training, and hiring-related activities. This includes oversight of the department's Recruitment Team. The Recruitment Team is made up of one Sergeant and eight officers who serve in this capacity as a collateral duty to their full-time assignments. Although he has general oversight of the unit, it was learned that the Sergeant has taken on much of the responsibility for the unit.

The law enforcement profession always faces the challenge of renewing its ranks. For nearly every agency, this is an ongoing effort. However, for some time and especially more recently, finding qualified applicants who have the desire and ability to meet the requirements of the selection process and academy training has become a more challenging proposition, adding to a growing shortage of law enforcement officers nationwide. The department currently has

four open police officer vacancies. Additionally, there are critical shortages in the Dispatch Center. To facilitate hiring, the department has open/continuous recruiting for the positions of police officer and dispatcher.

The California Commission on Peace Officer Standards and Training (POST) establishes both hiring and training standards for peace officers. For hiring of peace officers, these standards include a written exam, a physical agility test, a polygraph exam, an oral interview, a background investigation, a medical exam, and a psychological evaluation. Many of these procedures may, and some must, be outsourced.

The unit utilizes Training Management Software and an Excel spreadsheet to track and maintain all information regarding employees.

The department participates in Calopps, which is a website that was developed by and for public sector agencies and is a resource for applicants looking for public sector jobs. Calopps allows applicants to complete an application, take the written test, and do the physical agility test. The applicants' scores are then provided to MPD, which will further vet the application and scores and invite selected applicants for an oral interview. Outsourcing those parts of the process relieve the department of that sometimes cumbersome responsibility.

The next step in the process is an internal oral interview, candidates are ranked, and the top candidates move forward in the process. At that point they are required to submit a detailed personnel history statement for review by the Personnel and Recruitment Sergeant. Acceptable candidates are then sent to a polygraph examiner (in house) and a background investigation (outsourced) is initiated. The department currently has two employees who have been trained to conduct the polygraphs. Although the Sergeant said he believes they provide much better feedback regarding applicants than an outside polygrapher would, the continuous training and maintenance of certifications could be an added cost burden to the department. Since most departments outsource that responsibility, the department should assess if having its own polygraphers is still advantageous.

The pre-employment background investigation is one of the most important investigations a law enforcement agency will ever conduct. The investigations must be very comprehensive if they are to lead to informed hiring decisions. They must assure compliance with all applicable minimum standards for appointment and screen out candidates who are found unsuitable for the position, based on relevant information and their history. Background investigations are also among the most challenging investigations to conduct. The manner in which background investigations are conducted, from areas investigated to the evaluation of resulting information, must be treated consistently across all candidates.

Although the number varies in each agency as to the number of background investigations completed during a single year, MPD so far this year has assigned 45 investigations to its outside vendors. All investigators working on background investigations for MPD are retired from law enforcement, including a retired Chief of Police. The majority of the background investigations completed during this current year were for sworn officers. Completion of background investigations in most cases occurs in 30 days or less. All backgrounds are POST compliant.

Candidates not disqualified along the way are interviewed by the Chief of Police, the hiring authority. If acceptable, they are given a "conditional job offer" and scheduled for a medical and psychological exam (both outsourced).

While there are a variety of methodologies that can be used in complying with a POST-approved hiring process, it appears that that the processes in use by Milpitas serves the city well.

Retention

Retention is the ability for an organization to keep current employees, and the goal of employers is to decrease employee turnover, thereby decreasing training costs, recruitment costs, and loss of talent and organizational knowledge. CPSM was provided documentation showing the number of employees who have left the organization within the past two years.

Like all agencies, MPD has its share of retirements each year. In 2017 and 2018, the MPD saw the personnel departures as shown in Table 7-8.

TABLE 7-8: MPD Personnel Departures, 2017 and 2018

	Retirements	Resignations	Left to Another Department
Sworn, 2017	5	2	2
Civilian, 2017	0	0	0
Sworn, 2018	3	0	0
Civilian, 2018	2	0	0

Judging by the number of officers who have left to go to another law enforcement agency (two), the MPD is not representative of an agency plagued with problems that cause employees to leave. The two that left for another law enforcement agency could have left for a multitude of reasons, such as pay, more opportunities (larger agency), location, different retirement system, etc.

All personnel separating from the department are given an exit interview to obtain their thoughts, etc. about the department. These are conducted by the Police Chief.

Personnel Recommendations:

- Add a clerical worker to the Personnel Unit to alleviate the Sergeant of many of those responsibilities. (Recommendation No. 67.)
- Assess the outsourcing of polygraphs given as part of the hiring process, as opposed to training in-house employees to conduct them. (Recommendation No. 68.)

TRAINING

The Training Unit is under the direction of the Technical Services Division Captain and is staffed by a police Sergeant (Training, Recruitment, Personnel).

There are five primary areas of responsibility for this unit, some of which overlap: (1) new employee orientation (two-week program); (2) scheduling and tracking in-service training (both in-house and out-sourced); (3) serving as the department quartermaster (orders, inventories, and issues of all police equipment); (4) responsible for all hiring and backgrounds; (5) and overseeing the recruitment for the department.

As part of these duties, the Training Unit coordinates the services of approximately 30 in-house specialty experts in areas ranging from arrest and control, CPR, and driving instructors to just to name a few. These personnel, as a collateral duty to their primary assignment, serve as training staff for in-house training. Members of the department who are designated as instructors attend schools to become certified instructors in their individual training disciplines, such as firearms,

driving, arrest and control, CPR, peer support, and field training officer. The amount of training each receives varies based upon the domain they are teaching.

In order to track all training provided to department employees, the unit uses Training Management System, which is a robust program for collecting, managing, and reporting of records related to the development of public safety personnel for the duration of their career. It monitors personnel training and certifications in many categories, including entry level training, in-service training, instructor training, and firearms training where applicable. This is an excellent program for tracking all training provided to employees.

Although there is no set amount of training hours designated for sworn/civilian members of the department, in 2018 as of the development of this report, the department had provided 6,673 hours of training department-wide. Based upon a permanent personnel allotment for the department of 117 employees, on average, each member of the department would have received 57 hours of training. Of course, some employees would receive more, and some would receive less, depending on the training they attended. Nevertheless, that is a high number of training hours per person and the department is to be commended for its commitment to training its employees. At the same time, close attention should be paid to ensure that civilian members of the department also receive their fair share of training.

All law enforcement officers in California must receive a minimum of 24 hours of continued professional training bi-annually. The training is mandated by California Commission on Peace Officer Standards and Training (POST) and must address specific areas such as firearms, vehicle operations, arrest and control, and tactical communications. The remaining hours must address other approved, advanced, and specialized training/education or any maintenance training area that is designed to improve upon or add to the knowledge, skills, and abilities of the department members. Although the minimum number of hours mandated by POST is 24 hours bi-annually, most officers within MPD exceed that number of hours by also attending other types of training. All officers at MPD are currently certified.

Managing a police organization is a complex process for those tasked with ensuring the department operates at the most effective and efficient level. Those whose job it is to manage the organization must be as well-trained as those officers in the field. At MPD, those who are promoted to Lieutenant must attend a 104-hour POST-approved management course. Captains as well as the Chief also attend other training provided by the California Police Chiefs Association. The department strives to send its management level employees to either the FBI National Academy or POST Command College. The department should consider making attendance mandatory at one of the premier executive level academies for the ranks of Lieutenant and above.

All new entry level officers attend one of several local police academies, either Alameda County Sheriffs, Santa Clara County Sheriffs, South Bay at Coyote College, and College of San Mateo, all of which are California POST Basic Academies. The academies listed all provide the minimum training requirements for California, and are full-time, 888-hour (six months) intensive course academies.

In today's environment, law enforcement training is a necessity to maintain a highly functioning department, but that also comes at a financial cost to the department. Sometimes that cost becomes a burden and the department cannot provide necessary quality training. More and more agencies are finding opportunities to partner with other agencies to provide quality training while sharing costs. MPD has done that by partnering with other agencies to provide crisis intervention training, principled policing training, SWAT training, and several other courses.

The Sergeant has limited oversight in the Field Training Officer (FTO) program, other than assigning new hires to the program. The FTO program is in the Operations Division, which is where it is best suited.

Although the department has a robust Field Training Officer program for new, inexperienced officers, it has no similar program for newly promoted sergeants. It was learned during the supervisor focus group that many of the newly promoted Sergeants simply spent a short amount of time riding with a more tenured Sergeant before being released to supervise their officers. It is critically important to ensure that the newly promoted supervisor is aware of what it means and how to conduct themselves as a Sergeant. There also is no handbook or training manual containing information that would be necessary for a newly promoted supervisor. It is recommended the department initiate a Sergeant Training Program and similar to the FTO manual, create a Sergeant's manual that must be signed off to signify new Sergeant has completed all material. Newly promoted Sergeants should attend a POST supervisor school as soon as practical after their promotion. Ideally, if the promotion is known ahead of time, the soon-to-be Sergeant could attend prior to the promotion actually taking place.

The department adheres to the POST Training Cycle; however, it has no formal master training schedule. The courses included in the POST Training Cycle are those of most critical need for recurring training and comply with training mandates of the California Commission on Peace Officer Standards and Training (POST). To enhance this process and ensure that each of these critical training needs are met, CPSM recommends the development of a two-year master training calendar for perishable skills, high liability actions, related policies, and mandated recurring training that is offered in house. A comprehensive training plan serves as a guide for courses to be taken by position. This is an excellent tool to both ensure that personnel are appropriately trained for their respective assignments, and that training courses attended are generally prioritized by this plan. While supervisors may assign individuals to attend training consistent with the training plan, it is not uncommon that employees will take the initiative to request training on their own. Seeking training generally demonstrates their interest in developing their skills, for which they are to be commended.

A master training calendar is not intended to be a static document, but rather a living tool subject to change. This is a vitally important document to ensure that necessary and appropriate recurring training is provided. As training priorities shift, it is too easy to neglect to schedule an important curriculum without such a schedule. Examples of courses and policies to be included are quarterly range training, defensive tactics (specific), CPR/first aid, use of force and pursuit driving policy review, racial profile training, etc. Each of these and more are included in the department's listing of required courses. CPSM would recommend that the master training calendar provide detailed information where appropriate. For instance, rather than indicate solely defensive tactics, the training calendar should specify baton, chemical agents, electro-conductive devices, etc., at a schedule as determined by the department. In the case of firearms, the calendar should specify duty weapons, patrol rifles, and shotguns. Providing this specificity ensures that no critical training aspect is overlooked.

The Milpitas Police Department provides substantial opportunities for training. While POST requires a minimum of 24 hours of training over a two-year period, the department generally provides ample training opportunities outside of that mandated training. Unless this amount of training impacts operational effectiveness, and there is no evidence that it does so, this should not be considered excessive. Rather, it is an investment in the continued professionalization of the Milpitas Police Department.

The Lexipol policy manual that Milpitas subscribes to is outstanding. It includes legal updates to policies on a regular basis and ensures that the manual currently reflects the state of the law. A

component of Lexipol, the Daily Training Bulletin (DTB), is a web-based training tool that provides daily (30/31 per month) policy review and/or important updates as identified by Lexipol. While this is available to MPD, it is not currently being utilized. While DTBs can be an outstanding tool, some agencies have found that it is too demanding on available time of the officers, as well as supervisors attempting to ensure compliance, and have discontinued its use.

Training Recommendations:

- Ensure civilian employees are receiving additional training for their respective positions. (Recommendation No. 69)
- Make attendance mandatory for the rank of Lieutenant and above at one of the premier executive-level schools. (Recommendation No. 70.)
- Create a Sergeant's Training Manual and initiate a Sergeant's Training Program. (Recommendation No. 71.)
- Ensure new sergeants attend a POST supervisor school. (Recommendation No. 72.)
- CPSM recommends that a two-year master training calendar be created to reflect ongoing required/desired training as determined by the department's training plan for recurring and critical issue training. The calendar should reflect specificity throughout the document. As an example, firearms training should reflect the schedule for duty weapons, shotguns, patrol rifles, and less-than-lethal munitions. Defensive tactics training should reflect if the training provided includes batons, pain compliance techniques, etc. Critical policies should be included, as well as training pertaining to workplace harassment, profiling, etc. This document should be reviewed at least annually, subject to revision at any time at the discretion of management, and available for review by all employees. (Recommendation No. 73.)
- Take advantage of training bulletins offered by Lexipol. (Recommendation No. 74.)
- Clerical assistance is needed for this unit. (Recommendation No. 75.)

RANGE

Milpitas is fortunate to have its own off-site gun range and has had it since the late 1960s. The range is located at the base of the Curtner Quarry in the City of Fremont and is only 2-1/2 miles from the police department. Being so close, travel to and from the range for employees is not problematic. The city leases the property that the range sits on. On the site, there is a portable classroom, shoot house, range tower, 3 Conex boxes, and a bullet trap. The range instructors will typically flex their work schedules several times a year to do routine maintenance around the facility. They are also fortunate to have several retired officers who will often assist with the maintenance.

The range has 17 pistol/rifle lanes with marked lines from a minimum of 2 yards to a maximum of 75 yards that allows for the use of AR weapons. Although officers qualify with their duty weapons only once a year at the range, there is occasional quarterly training occurring on the site.

There is a line item in the yearly budget specifically for the range site, and also if there needs to be purchases for the site, discretionary funds can be used. The facility is large enough that tactical training can be developed as well as shooting scenarios from motorcycles and vehicles. However, no one has attended any type of training regarding range management and operation.

Depending upon the number of officers in each class, one or two instructors usually are present, and sometimes three. CPSM would recommend that the department continue with at least two instructors present any time qualifications are being conducted, with one of them being a designated safety officer.

A way to increase funding for ongoing maintenance of the facility could be to lease out the range to other police agencies. Those revenues could be used for improvements, repairs, and maintenance of the facility.

Range Recommendations:

- The department should ensure that at least two instructors are present during all qualifications classes. (Recommendation No. 76.)
- The department should consider creating a separate account for the income produced by renting the range, and create a budget line item for repairs and maintenance. (Recommendation No. 77.)

SECTION 9. MISCELLANEOUS

POLICE SUBSTATION

CPSM was asked in this project to examine whether the addition of a police substation in the area of the city where it anticipates significant growth over the coming years would be beneficial to the department and the community. Many police departments across the country have opened substations in their communities to improve the response time of officers and often to provide an area where citizens can file reports and interact with officers without having to travel to the department's main police station.

One of the greatest advantages of having a substation strategically located in the city is that officers can complete follow-up investigations, write reports, make phone calls, and do other assorted activities without requiring them to leave their assigned areas and travel to the main police facility. By having officers conduct those types of business at the substation located closer to their assigned beat areas than the main police facility, it will result in a decrease in response times to calls in their area. When responses to emergency calls can be affected drastically, sometimes by the minutes it takes an officer to respond, finding ways to reduce that response time is always beneficial.

Another advantage of a substation in a strategically located area is to provide a greater visible presence of law enforcement in a part of the city that is a busy shopping area, tourist area, or area with significant activity. Oftentimes, just the presence of a police substation can make areas in a community safer. Also, if that substation is staffed during the busy hours, it allows citizens the opportunity to file reports and interact with members of the department without travelling to the main police facility.

Since most police agencies don't have the sworn or civilian staffing necessary to staff a substation, many have turned to staffing them with volunteers. The volunteers receive minimal training on answering questions, providing paperwork, and in some instances assisting with citizens filing reports. Milpitas already has a citizen volunteer program that could meet the needs of staffing a substation.

MPD is considering a substation in an area identified as the Transit Area Specific Plan (TASP) which will be located adjacent to the new Bay Area Rapid Transit (B.A.R.T.) station that is nearing completion. The TASP area is expected in the future to include up to 7,500 residences, several new hotels, and additional business office space. Although the proposed area is currently not a problem area, nor anticipated to be one once the project is completed, it could be anticipated that it will cause an increase in public safety calls for service. This particular area is also one that is jurisdictionally closer to several patrol beats than is the main police facility, thus creating reduced response times if officers were to use this facility as opposed to the main police facility.

Many departments are able to partner with business entities that might offer space either for free or at reduced rents in order to have a substation in the area.

Substations have been proven to be beneficial to a police department and to the citizens in the community that the department serves. MPD would benefit from the addition of a substation in the new TSAP area by reducing response times and providing a visible law enforcement presence in the area.

Police Substation Recommendations:

- Consider opening a substation in the TASP area. (Recommendation No. 78.)
- Staff the substation with volunteers from the department's existing program. (Recommendation No. 79.)
- Equip the substation with the necessary tools to enable officers to conduct their business there as opposed to the main facility. (Recommendation No. 80.)
- Pursue private partnerships to reduce costs associated with the substation. (Recommendation No. 81.)

PERFORMANCE EVALUATION INSTRUMENT

The annual evaluation of employees is a tremendous opportunity to help guide their development, enhance their opportunity for a successful career, and increase their value to the organization. In many organizations, supervisors fail to take advantage of this opportunity to the detriment of both the employee and the organization. While the performance evaluation instrument in and of itself will not ensure that the annual review takes full advantage of this opportunity, it does contribute to the process. As well, senior management review of the evaluations provides insight as to which supervisors are putting forth worthwhile effort in reviewing and developing their personnel.

The Milpitas Police Department uses performance evaluations to measure performance and as a factor in making personnel decisions for promotions, reassignment, discipline, demotion, and termination. A supervisor/employee interview is used as part of the evaluation process to give both an opportunity to discuss the evaluation in detail. The supervisor is to provide the employee with career counseling and highlight department opportunities. The employee gains an understanding directly from the supervisor regarding any positive or negative comments and is able to provide rebuttal to information contained in the evaluation with which the employee disagrees.

During the supervisors' focus group, they commented that the current evaluation form in use is cumbersome, time-consuming, and that many of the supervisors use the "cut and paste" method of completing the employee's performance evaluation. Although the evaluation is an important document for the rating of an employee's work performance, and time must be spent doing a beneficial and accurate representation of an employee's work, it must also not become a "time drain" on the supervisor to get it completed. The current evaluation challenges the supervisor to thoughtfully assess the employee's performance but doesn't challenge the employee to identify his or her own strengths, weaknesses, and opportunities for improvement.

An evaluation form should include sections on self-assessment and goals to be completed by the employee. The self-assessment component not only aides the employee in reflecting upon his or her strengths, weaknesses, and career objectives, but allows supervisors to assess the employee's thought processes as well. Where appropriate, supervisors can utilize this information to facilitate training or mentorship opportunities to assist the employee in meeting his or her goals.

The performance appraisal form utilized for police officers calls for a simple numerical rating of performance on 12 categories of behaviors in areas such as work habits, judgement, communication skills, initiative, investigations, etc. A rating scale from 1 to 5 is used, with 1 being not acceptable and 5 being superior. Comments are required in every category, and

sometimes requires supervisors to spend a lot of time searching for the examples to meet the category.

During the course of this assessment, CPSM staff learned from the supervisors that a new evaluation instrument has been developed and approved. We strongly support the department assessing the value of using the new instrument, if in fact, it exists.

Performance Evaluation Instrument Recommendation:

- CPSM recommends that the department reassess the use of a performance evaluation that has already been developed but never implemented. (Recommendation No. 82.)

INFORMATION TECHNOLOGY

Law enforcement technology is making its mark on police agencies of all sizes across the country. Technology will continue to change the work of law enforcement, and staying ahead of it will mean not just adopting the latest tools, but ensuring professionals are available to service the new technology. In fact, it is predicted that law enforcement will be integrating artificial intelligence (AI) into its arsenal of technology. Along with a reliance on technology, there comes an expectation that there will be IT people available immediately to deal with issues that are tied to life safety. Today's law enforcement officers use technology in almost every duty of their daily jobs, from writing or dictating reports, to body-worn cameras, to computers to access information, to using GPS to get them to calls in a more-timely manner. When any of those systems quit functioning as they should, lives could be at risk.

Most law enforcement departments are dependent on the city, county, or state's IT departments to correct issues when they arise. MPD is no different as it is dependent upon the city's IT department to fix technology issues. CPSM has learned through most projects we have conducted that often IT departments are understaffed and overworked with all the city's technology and have to prioritize what jobs they handle. That scenario is true with the City of Milpitas, which oftentimes means that the police department sometimes must wait to get its technology fixed. Some technology in the department is absolutely vital to providing safe service to the community and can't wait to be in the line of prioritization. To remedy that issue, CPSM recommends adding an IT position to the department's FTE staff, or to assign a current city IT department employee to the police department. That person, whether it is a new position or someone assigned to the department, must be housed in the police building for immediate access when needed.

Information Technology Recommendation:

- Add an IT person to the department's FTE staff or assign a current city IT employee specifically to the police department. (Recommendation No. 83.)

SECTION 10. ORGANIZATIONAL CULTURE AND CLIMATE

Organizational culture is built upon a system of shared assumptions, values, and beliefs that governs how members behave in the organization, while organizational climate is how members experience the culture of an organization. The climate of an organization is shaped by the upper management of an organization. Organizational climate influences productivity, effectiveness, performance, job satisfaction, innovativeness, leadership, and decision making. There are individual, organizational, and environmental factors that affect employees' understanding of their organizational culture and influence their orientation toward their work and job satisfaction.

CPSM staff captured the department's culture and climate through the lens of its members. At the same time, CPSM staff evaluated the department's internal potential and limitations, and the possible opportunities and threats from the external environment. To accomplish these goals, an analysis using the S.W.O.T. method was conducted to provide the department's leadership with a snapshot of the department's strengths, weaknesses, opportunities, and threats from the perspectives of its members.

COMMUNITY/ELECTED OFFICIALS FOCUS GROUP

During the site visit, CPSM hosted a stakeholder meeting to receive input from interested community members and elected officials. During these meetings, we asked participants to identify the department's strengths, weaknesses, opportunities present, and threats that it faces. Table 10-1 summarizes the responses elicited. CPSM did not validate any of the responses. They are provided for review and use by the city and department as appropriate.

TABLE 10-1: Summary of Elected Officials Focus Group

Strengths ■ Customer service. ■ Chief is doing a good job. ■ Community loves the PD. ■ Some officers live in community. Opportunities ■ Greater engagement with community. ■ Hire more females to be representative of the community. ■ Can engage the community and prepare them for change.	Weaknesses ■ PD should be more aggressive with obtaining funding. ■ Conduct more engagement with the city's population. ■ Department should think more like a mid-size city. ■ PD must recognize what the future of the city is going to look like. Threats ■ BART coming into the city. ■ Not reacting fast enough to issues created by BART coming into the city. ■ Commuters coming into the city via BART. ■ Crime issues brought by commuters.
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INTERNAL FOCUS GROUPS

During the team's site visit, several focus groups were conducted with sworn/civilian supervisors and sworn/civilian line-level employees. The following are comments deemed to be important regarding issues within the department. CPSM did not validate any of the responses. Both positive and negative comments are provided for review and use by the city and department as appropriate.

TABLE 10-2: Summary of Sworn Supervisors Focus Group

Strengths ■ Seeing vacancies being filled. ■ Employees are happy/morale is up. ■ Good culture in the department. ■ Do not have to deny time off to employees. ■ Offer exceptional customer service to the community. ■ Department provides good equipment. ■ Always looking at new technologies. ■ There are open lines of communication in the department. ■ Chief is attending briefings and getting his message out to employees. ■ Sense of community amongst officers.	Weaknesses ■ Millennials are not grasping customer service. ■ Still filling out timecards. ■ Officers' statistics are posted on the wall. ■ Limited opportunities/lack of movement. ■ Hard to keep officers engaged with lack of movement. ■ Records/Communications staffing/pushing tasks to patrol. ■ No team policing. ■ "Always have done it that way." ■ Must write a memo for a memo for a memo. ■ Sergeants spend too much time in station doing admin work/ 25 percent to 50 percent of shift.
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■ Chief is approachable/first name basis with him and most command staff. ■ Allowed to run their shift to fulfill the mission. ■ Sergeants have outstanding communication amongst themselves. ■ Know each other's strengths/weaknesses.	■ Performance evaluation is too cumbersome. ■ No succession planning. ■ Press releases take too long to be approved. ■ Many things are "just" being worked on/no completion.
Opportunities ■ Excitement with seeing change.	Threats ■ BART coming into the city. ■ Traffic-related issues. ■ Overpopulation of city. ■ How to police population growth. ■ Changing California laws. ■ Lack of facility security.

TABLE 10-3: Summary Sworn/Civilian Employees Focus Group

Strengths ■ Camaraderie; officers support each other. ■ Seeing staffing levels increase. ■ Supervisors supportive of employee's personal needs. ■ New ergonomic work stations. ■ Better communication/Chief at briefings. ■ Responsive to suggestions. ■ Upgraded gym. ■ Good equipment. ■ Good community support. ■ Good direction on what is expected.	Weaknesses ■ Short FTOs/Records staffing. ■ No feedback for a good job. ■ No HVAC in property. ■ Facility needs work. ■ Beat areas need to change to match call load. ■ Limited parking. ■ Need cameras outside for security. ■ Performance appraisals need to change. ■ No follow-up on PARs. ■ Inconsistent completion of PARs. ■ Too much emphasis on stats. ■ New officers are only stat driven. ■ Increase staffing in Community Relations. ■ Officers not being held accountable to beats.
Opportunities ■ Community engagement. ■ Offer better customer service. ■ New Chief/new changes.	Threats ■ BART coming into the city. ■ Traffic-related issues. ■ Overpopulation of city. ■ Increased calls for service from BART. ■ Increasing crime from BART. ■ "No call too small" philosophy. ■ New development.

TABLE 10-4: Summary of Community Stakeholders Focus Group

Strengths ■ Department's demographics are representative of the community. ■ Strong social media. ■ Strong relationship with school district. ■ Homegrown Chief/strong relationships in community. ■ A lot of rank and file are homegrown. ■ National Night Out. ■ Quick response to calls/excellent follow-up. ■ Engaged in community. ■ Excellent educational outreach. ■ Great public relations. ■ Officers highly visible driving around. ■ Their priority is their community. ■ Coffee with a Cop. ■ Department cares about the community's kids. ■ Citizens have direct line to Chief. ■ Public outreach with Medevac Unit. ■ Response time to calls. ■ Bicycle patrol. ■ No call too small policing philosophy. ■ Body-worn cameras. ■ Chief teaches a high school class.	Weaknesses ■ Lack of traffic enforcement. ■ School zone traffic enforcement. ■ Community Oversight Board needed. ■ No oversight on use of Medevac policy. ■ No ability to provide perspective on department policies. ■ Open communication on some community issues. ■ Need additional crossing guards. ■ No DARE Program/city should fund. ■ No oversight on LPR/BWC video. ■ Reduction of Community Relations Unit.
Opportunities ■ Begin an officer wellness program. ■ Recognize areas where citizens can help the PD. ■ Look for military partnerships for equipment and training. ■ Actively search for grants. ■ Provide additional biased-based policing training. ■ Reinstate "Every 15 Minutes."	Threats ■ BART coming into the city. ■ Traffic congestion. ■ Police Department staffing. ■ Homelessness. ■ Unknown people in transit corridor. ■ Human trafficking. ■ Gangs.

■ Seek partnerships with other law enforcement agencies. ■ Educational outreach on crime prevention. ■ Develop trust amongst the varied demographics in the city.	
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SECTION 11. SUMMARY

Throughout this report, we have endeavored to provide the reader with insight into the Milpitas Police Department, its strengths, and opportunities for improvement.

While we do acknowledge that support for the department is not universal, that is the case in every department we assess. In the case of Milpitas, the appointment of a new leader presents a tremendous opportunity to address areas where improvement is needed and to move the department forward. At the same time, it will take more than just new leadership to address the areas identified by CPSM as needing attention. Support from Milpitas leaders will also be required, since many of the shortcomings of the department are tied to the lack of adequate staffing in critical functions. For the department to effectively meet the community's needs, all parties must embrace this opportunity.

CPSM recognizes that the recommendations, especially those involving personnel, come at a significant cost. Please be assured that they were not made lightly, but with significant consideration concerning operational necessity associated with each position.

We further recognize that implementing many of these recommendations, should the police department choose to do so, will take weeks, months, and in some cases, years. We would encourage the department leadership to work with Chief Corpuz on identifying those recommendations which, in his viewpoint, are most critical. As well, we would make ourselves available to consult as necessary and appropriate.

Additionally, a comprehensive data analysis report will follow. While the more pertinent aspects of that analysis are embedded in the operational assessment, readers are encouraged to review the data analysis report in its entirety.

SECTION 12. DATA ANALYSIS

This data analysis report on police patrol operations for the Milpitas Police Department focuses on three main areas: workload, deployment, and response times. These three areas are related almost exclusively to patrol operations, which constitute a significant portion of the police department's personnel and financial commitment.

All information in this analysis was developed using computer-aided dispatch (CAD) system data.

CPSM collected data for a one-year period of October 1, 2017, through September 30, 2018. The majority of the first section of the report, concluding with Table 12-8, uses call data for the one-year period. For the detailed workload analysis, we use two eight-week sample periods. The first period is from January 4 through February 28, 2018, or winter, and the second period is from July 7 through August 31, 2018, or summer.

WORKLOAD ANALYSIS

When CPSM analyzes a set of dispatch records, we go through a series of steps:

- We first process the data to improve accuracy. For example, we remove duplicate patrol units recorded on a single event as well as records that do not indicate an actual activity. We also remove incomplete data, as found in situations where there is not enough time information to evaluate the record.
- At this point, we have a series of records that we call "events." We identify these events in three ways:
 - We distinguish between patrol and nonpatrol units.
 - We assign a category to each event based upon its description.
 - We indicate whether the call is "zero time on scene" (i.e., patrol units spent less than 30 seconds on scene), "police-initiated," or "community-initiated."
- We then remove all records that do not involve a patrol unit to get a total number of patrol-related events.
- At important points during our analysis, we focus on a smaller group of events designed to represent actual calls for service. This excludes events with no officer time spent on scene and directed patrol activities.

In this way, we first identify a total number of records, then limit ourselves to patrol events, and finally focus on calls for service.

As with similar cases around the country, we encountered a number of issues when analyzing Milpitas's dispatch data. We made assumptions and decisions to address these issues.

- 1,438 events (about 2.9 percent of all events) involved patrol units spending zero time on scene.
- The computer-aided dispatch (CAD) system used approximately 188 different event descriptions, which we condensed into 17 categories for our tables and 12 categories for our

figures (shown in Chart 12-1). Table 12-20 in the appendix shows how each call description was categorized.

- When calculating workloads, we calculate the busy time for a unit from the time a unit is assigned to a call to the time the unit is cleared from the call. The recorded call dispatch and clear times for patrol units occasionally result in a unit being assigned to multiple calls during the same time period. As we wish to include all the calls and the associated workload, we have included all the overlapping calls. As a result, we have overestimated the average workload by approximately 3.7 hours per day.

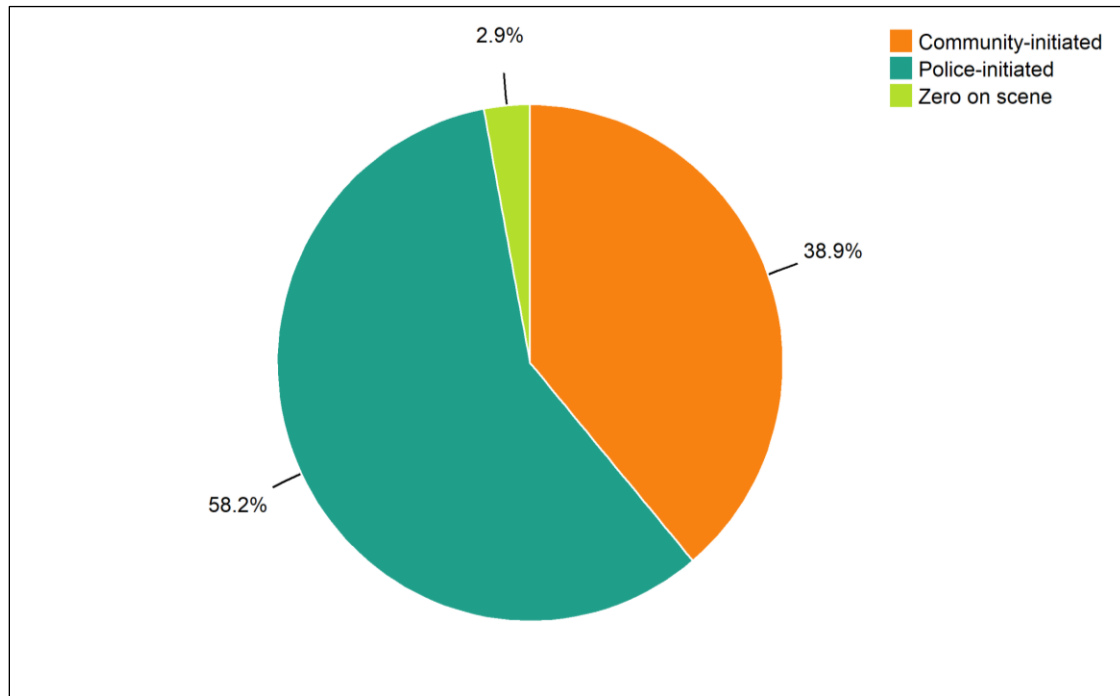
Between October 1, 2017, and September 30, 2018, the communications center recorded approximately 48,866 events that were assigned call numbers, and which included an adequate record of a responding patrol unit as either the primary or secondary unit. When measured daily, the department reported an average of 133.9 patrol-related events per day, approximately 2.9 percent of which (3.9 per day) had fewer than 30 seconds spent on the call.

In the following pages, we show two types of data: activity and workload. The activity levels are measured by the average number of calls per day, broken down by the type and origin of the calls, and categorized by the nature of the calls (crime, traffic, etc.). Workloads are measured in average work hours per day.

CHART 1: Event Descriptions for Tables and Figures

Table Category	Figure Category
Alarm	Alarm
Assist other agency	Assist
Check	Check
Crime-person	Crime
Crime-property	
Directed patrol	Directed patrol
Disturbance	Disturbance
Follow-up	Follow up
Animal	General noncriminal
Civil	
Miscellaneous	
Investigation	Investigation
Out of service	Out of service
Suspicious incident	Suspicious incident
Accident	Traffic
Traffic enforcement	
Traffic stop	

FIGURE 12-1: Percentage Events per Day, by Initiator



Note: Percentages are based on a total of 48,866 events.

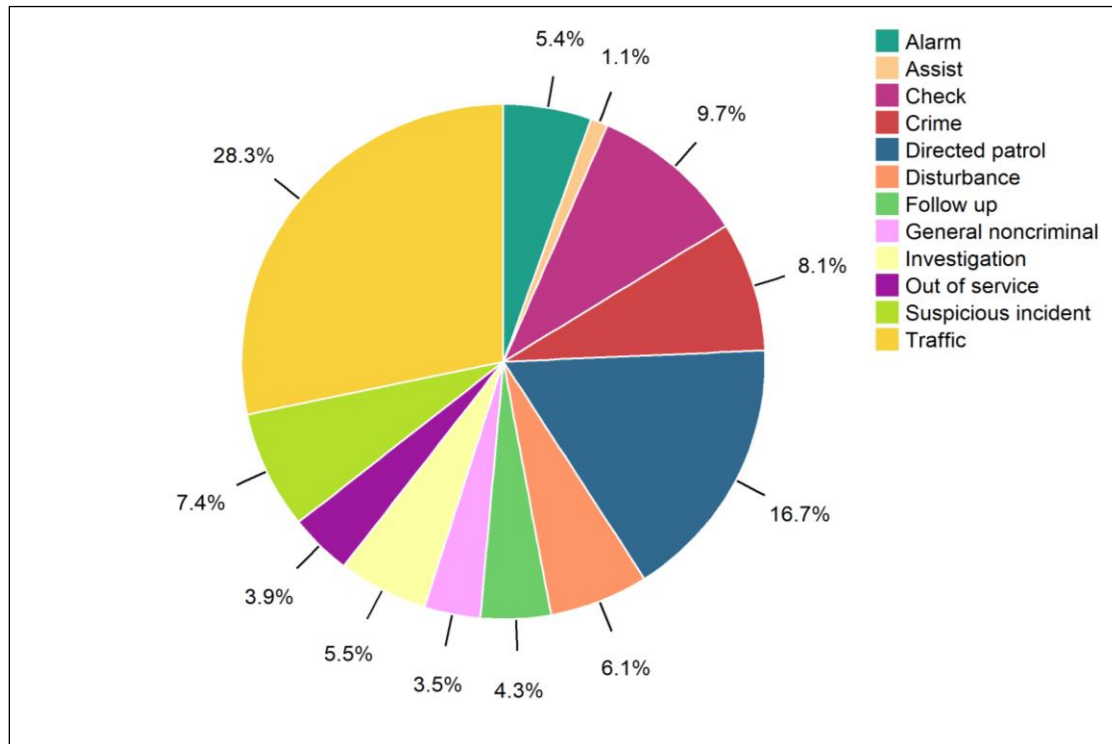
TABLE 12-1: Events per Day, by Initiator

Initiator	No. of Events	Events per Day
Community-initiated	19,000	52.1
Police-initiated	28,428	77.9
Zero on scene	1,438	3.9
Total	48,866	133.9

Observations:

- 39 percent of all events were community-initiated.
- 58 percent of all events were police-initiated.
- 3 percent of the events had zero time on scene.
- On average, there were 134 events per day, or 5.6 per hour.

FIGURE 12-2: Percentage Events per Day, by Category



Note: The figure combines categories in the following table according to the description in Chart 12-1.

TABLE 12-2: Events per Day, by Category

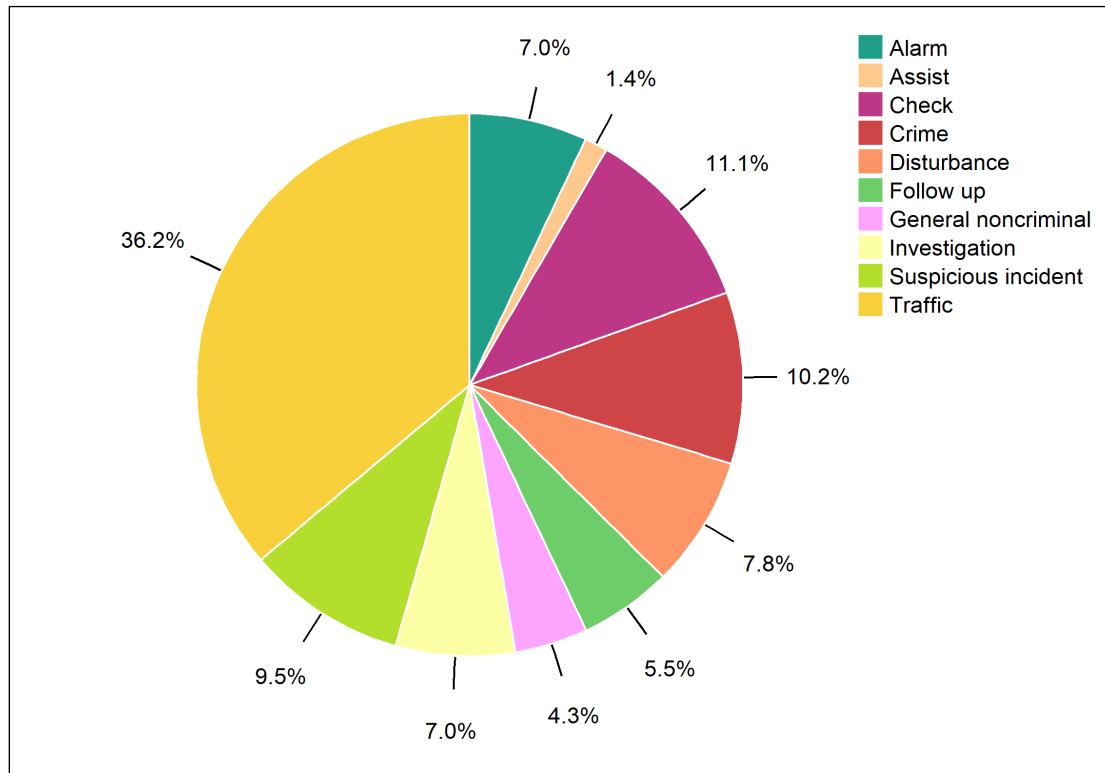
Category	No. of Events	Events per Day
Accident	1,447	4.0
Alarm	2,653	7.3
Animal	330	0.9
Assist other agency	525	1.4
Check	4,720	12.9
Civil	474	1.3
Crime-person	812	2.2
Crime-property	3,165	8.7
Directed patrol	8,137	22.3
Disturbance	2,995	8.2
Follow-up	2,116	5.8
Investigation	2,712	7.4
Miscellaneous	888	2.4
Out of service	1,891	5.2
Suspicious incident	3,616	9.9
Traffic enforcement	3,501	9.6
Traffic stop	8,884	24.3
Total	48,866	133.9

Note: Observations below refer to events shown within the figure rather than the table.

Observations:

- The top four categories accounted for 63 percent of events:
 - 28 percent of events were traffic-related.
 - 17 percent of events were directed patrol events.
 - 10 percent of events were checks.
 - 8 percent of events were crimes.

FIGURE 12-3: Percentage Calls per Day, by Category



Note: The figure combines categories in the following table according to the description in Chart 12-1.

TABLE 12-3: Calls per Day, by Category

Category	No. of Calls	Calls per Day
Accident	1,423	3.9
Alarm	2,614	7.2
Animal	324	0.9
Assist other agency	514	1.4
Check	4,186	11.5
Civil	457	1.3
Crime-person	791	2.2
Crime-property	3,045	8.3
Disturbance	2,936	8.0
Follow-up	2,064	5.7
Investigation	2,646	7.2
Miscellaneous	842	2.3
Suspicious incident	3,555	9.7
Traffic enforcement	3,318	9.1
Traffic stop	8,842	24.2
Total	37,557	102.9

Note: The focus here is on recorded calls rather than recorded events. We removed 1,438 events with zero time on scene, as well as another 7,986 directed patrol activities and 1,885 out of service activities.

Observations:

- On average, there were 102.9 calls per day, or 4.3 per hour.
- The top four categories accounted for 67 percent of calls:
 - 36 percent of calls were traffic-related.
 - 11 percent of calls were checks.
 - 10 percent of calls were crimes.
 - 9 percent of calls were suspicious incidents.

FIGURE 12-4: Calls per Day, by Initiator and Month

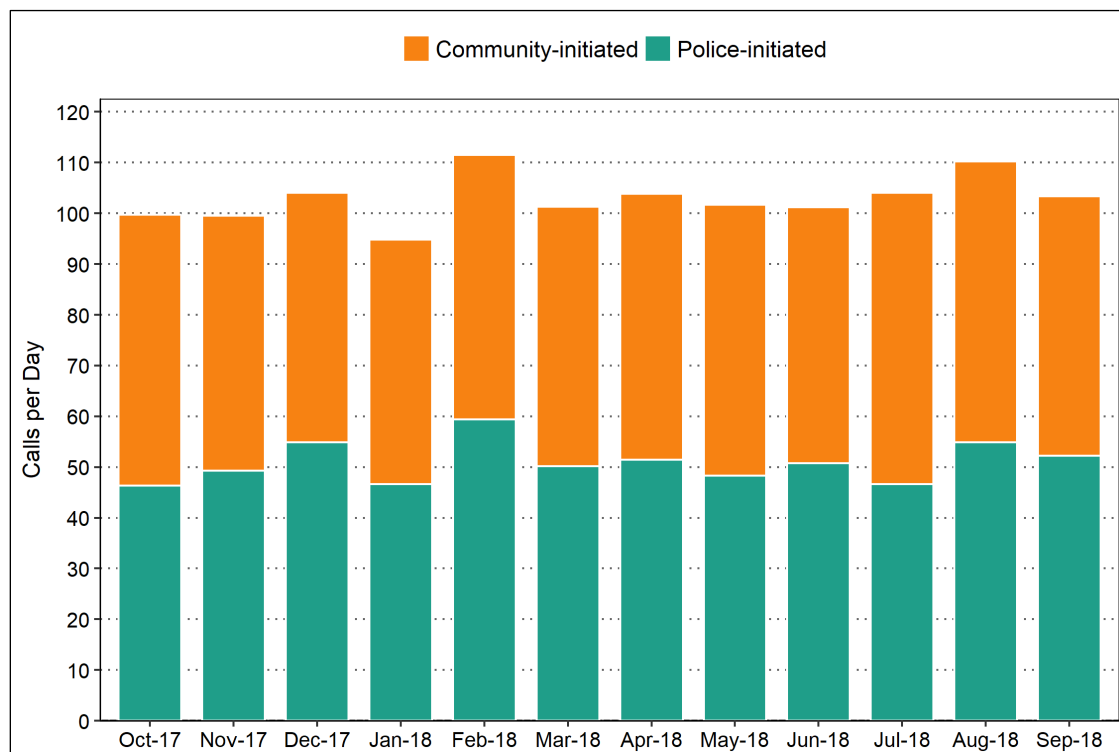


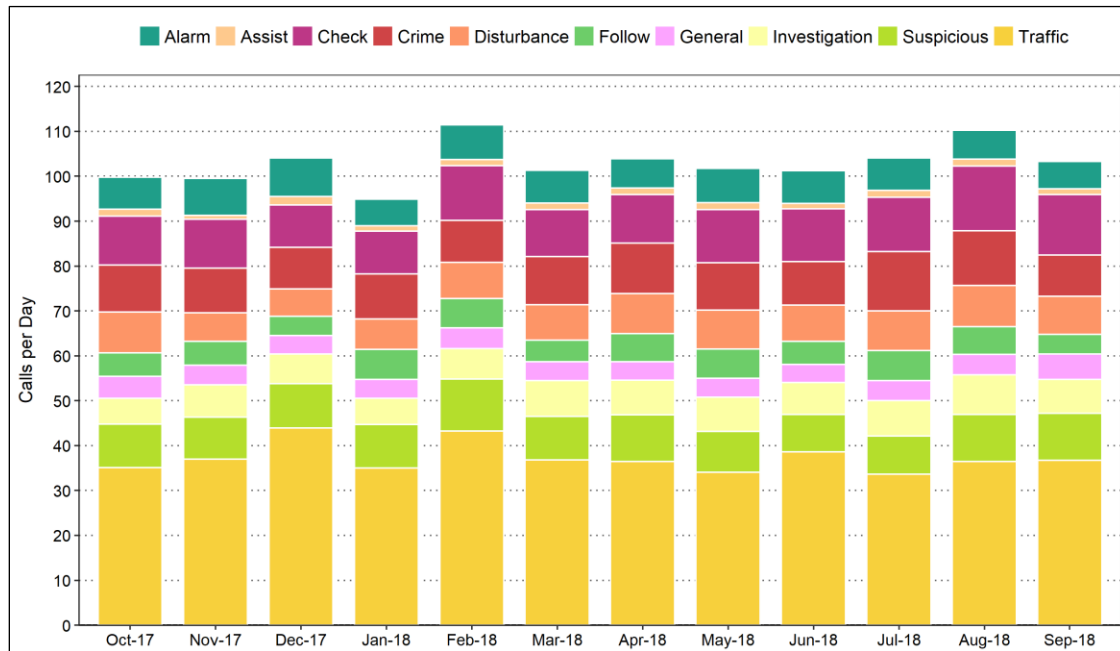
TABLE 12-4: Calls per Day, by Initiator and Months

Initiator	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Community	53.4	50.2	49.2	48.3	52.1	51.1	52.4	53.4	50.5	57.4	55.4	51.1
Police	46.3	49.3	54.8	46.6	59.4	50.2	51.5	48.3	50.8	46.7	54.9	52.2
Total	99.7	99.5	104.1	94.9	111.5	101.3	103.9	101.7	101.2	104.1	110.3	103.3

Observations:

- The number of calls per day was lowest in January.
- The number of calls per day was highest in February.
- The months with the most calls had 17 percent more calls than the months with the fewest calls.
- July had the most community-initiated calls, with 19 percent more than January, which had the fewest.
- February had the most police-initiated calls, with 28 percent more than October, January, and July, which had the fewest.

FIGURE 12-5: Calls per Day, by Category and Month



Note: The figure combines categories in the following table according to the description in Chart 12-1.

TABLE 12-5: Calls per Day, by Category and Month

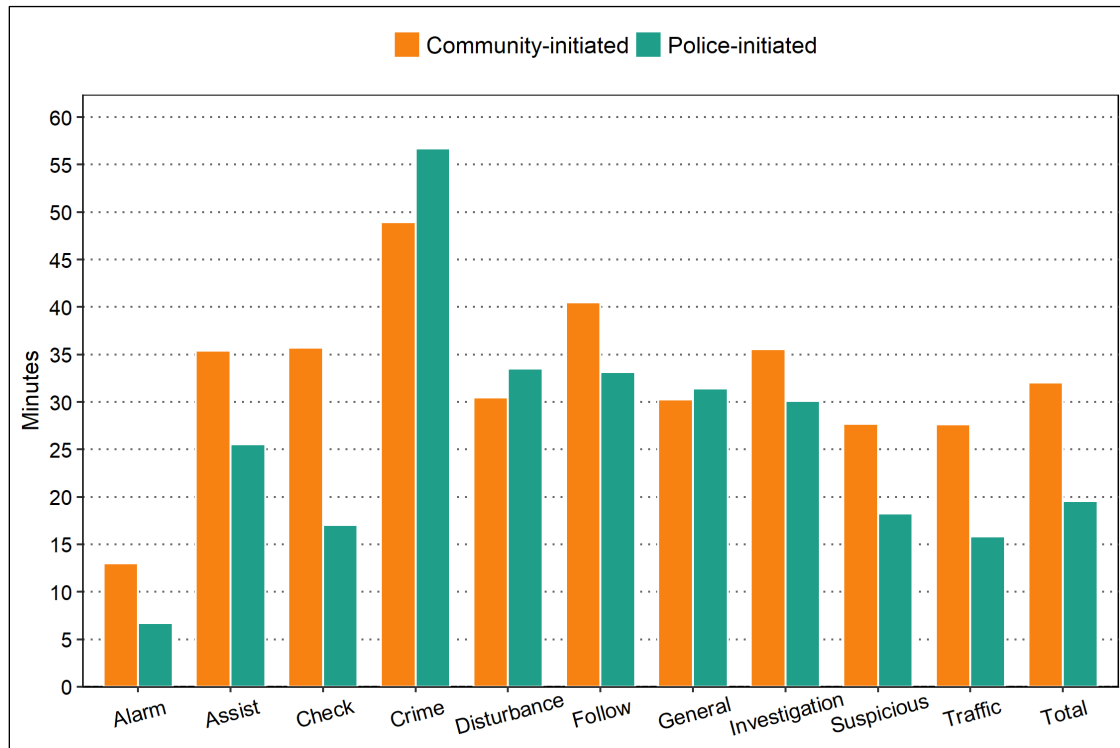
Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Accident	4.0	4.1	4.0	3.4	3.6	4.4	4.0	4.4	3.7	3.5	3.9	3.7
Alarm	7.1	8.2	8.6	5.9	7.8	7.3	6.5	7.6	7.3	7.2	6.5	6.1
Animal	1.0	1.0	0.8	0.7	0.7	0.8	0.9	0.8	0.9	0.9	1.0	1.0
Assist other	1.6	0.9	1.8	1.2	1.4	1.4	1.5	1.5	1.2	1.5	1.5	1.3
Check	10.9	10.9	9.5	9.5	12.1	10.5	10.8	11.8	11.7	12.2	14.4	13.5
Civil	1.1	1.2	1.5	1.1	1.6	1.5	1.4	1.0	1.0	1.1	0.9	1.6
Crime-person	1.9	2.0	2.1	2.4	2.2	2.5	2.4	2.0	1.8	2.5	2.4	1.8
Crime-property	8.5	7.9	7.2	7.7	7.2	8.3	8.8	8.5	7.9	10.7	9.9	7.5
Disturbance	9.1	6.4	6.1	6.8	8.0	7.9	9.0	8.7	8.1	8.8	9.2	8.5
Follow-up	5.2	5.3	4.4	6.7	6.5	4.8	6.2	6.5	5.1	6.7	6.1	4.4
Investigation	5.8	7.3	6.5	5.8	6.8	8.0	7.7	7.6	7.1	8.0	8.9	7.5
Miscellaneous	2.7	2.1	1.8	2.4	2.4	1.9	1.9	2.3	2.1	2.4	2.7	3.1
Suspicious	9.6	9.3	9.9	9.7	11.6	9.7	10.4	9.1	8.3	8.5	10.5	10.5
Traffic enforcement	9.7	9.3	7.7	8.2	10.6	8.2	9.4	8.7	8.6	8.7	9.7	10.4
Traffic stop	21.4	23.6	32.2	23.4	29.0	24.3	23.0	21.0	26.3	21.5	22.9	22.6
Total	99.7	99.5	104.1	94.9	111.5	101.3	103.9	101.7	101.2	104.1	110.3	103.3

Note: Calculations were limited to calls rather than events.

Observations:

- The top four categories averaged between 64 and 70 percent of calls throughout the year:
 - Traffic calls averaged between 33.6 and 43.9 calls per day throughout the year.
 - Checks averaged between 9.5 and 14.4 calls per day throughout the year.
 - Crimes averaged between 9.2 and 13.2 calls per day throughout the year.
 - Suspicious incidents averaged between 8.3 and 11.6 calls per day throughout the year.
- Crime calls accounted for 8 to 13 percent of total calls.

FIGURE 12-6: Primary Unit's Average Occupied Times, by Category and Initiator



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 12-1.

TABLE 12-6: Primary Unit's Average Occupied Times, by Category and Initiator

Category	Community-Initiated		Police-Initiated	
	Minutes	Calls	Minutes	Calls
Accident	40.8	1,298	28.1	125
Alarm	13.0	2,591	6.7	23
Animal	19.6	319	18.2	5
Assist other agency	35.4	488	25.5	25
Check	35.7	1,169	17.0	3,015
Civil	41.9	326	57.9	131
Crime-person	69.0	767	71.1	22
Crime-property	43.5	2,841	55.1	202
Disturbance	30.5	2,875	33.5	61
Follow-up	40.5	764	33.2	1,299
Investigation	35.6	1,269	30.1	1,376
Miscellaneous	29.4	427	23.2	415
Suspicious incident	27.7	1,897	18.2	1,658
Traffic enforcement	19.0	1,962	13.7	1,356
Traffic stop	12.5	2	16.0	8,840
Weighted Average/Total Calls	32.0	18,995	19.5	18,553

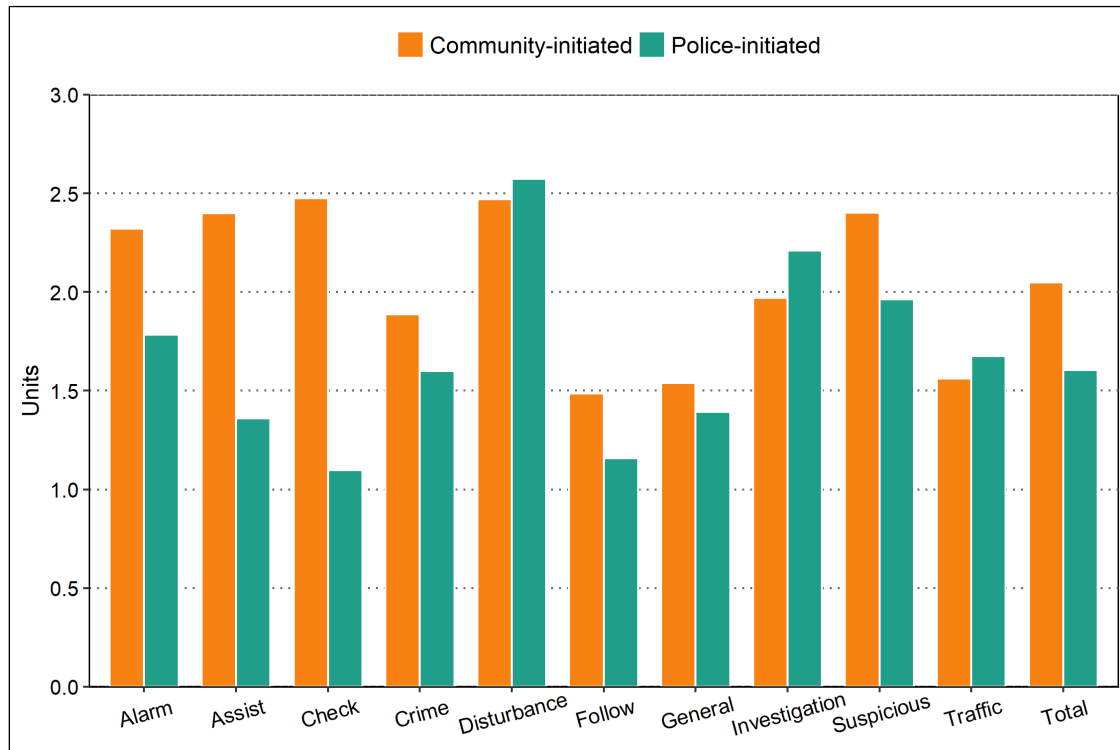
Note: The information in Figure 12-6 and Table 12-6 is limited to calls and excludes nine calls with occupied times exceeding eight hours.

A unit's occupied time is measured as the time from when the unit was dispatched until the unit becomes available again. The times shown are the average occupied minutes per call for the primary unit, rather than the total occupied minutes for all units assigned to a call. Observations below refer to times shown within the figure rather than the table.

Observations:

- A unit's average time spent on a call ranged from 7 to 57 minutes overall.
- The longest average times were for police-initiated crime calls.
- The average time spent on crime calls was 49 minutes for community-initiated calls and 57 minutes for police-initiated calls.

FIGURE 12-7: Number of Responding Units, by Initiator and Category



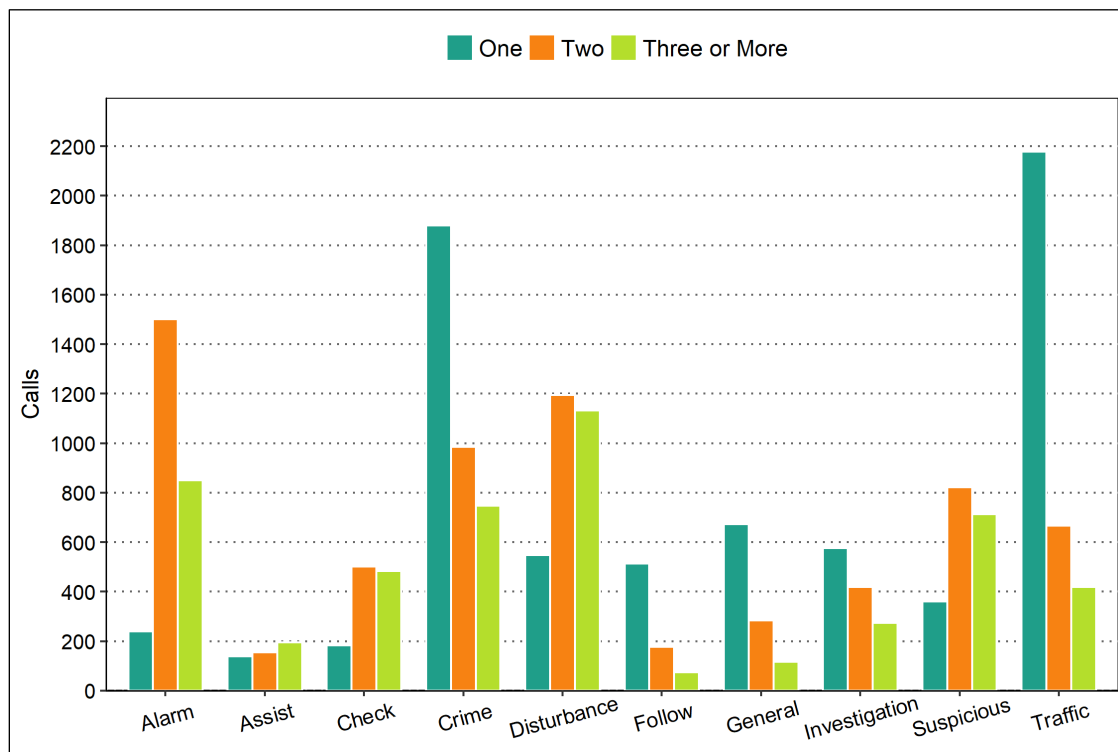
Note: The figure combines categories using weighted averages from the following table according to the description in Chart 12-1.

TABLE 12-7: Average Number of Responding Units, by Initiator and Category

Category	Community-Initiated		Police-Initiated	
	No. of Units	Calls	No. of Units	Calls
Accident	2.1	1,298	1.7	125
Alarm	2.3	2,591	1.8	23
Animal	1.4	319	1.2	5
Assist other agency	2.4	489	1.4	25
Check	2.5	1,169	1.1	3,017
Civil	1.6	326	1.1	131
Crime–person	2.6	769	1.8	22
Crime–property	1.7	2,843	1.6	202
Disturbance	2.5	2,875	2.6	61
Follow-up	1.5	764	1.2	1,300
Investigation	2.0	1,269	2.2	1,377
Miscellaneous	1.6	427	1.5	415
Suspicious incident	2.4	1,897	2.0	1,658
Traffic enforcement	1.2	1,962	1.1	1,356
Traffic stop	1.0	2	1.8	8,840
Weighted Average/Total Calls	2.0	19,000	1.6	18,557

Note: The information in Figure 12-7 and Table 12-7 is limited to calls and excludes all events that show zero time on scene. Observations refer to the number of responding units shown within the figure rather than the table.

FIGURE 12-8: Number of Responding Units, by Category, Community-initiated Calls



Note: The figure combines categories using weighted averages from the following table according to the description in Chart 12-1.

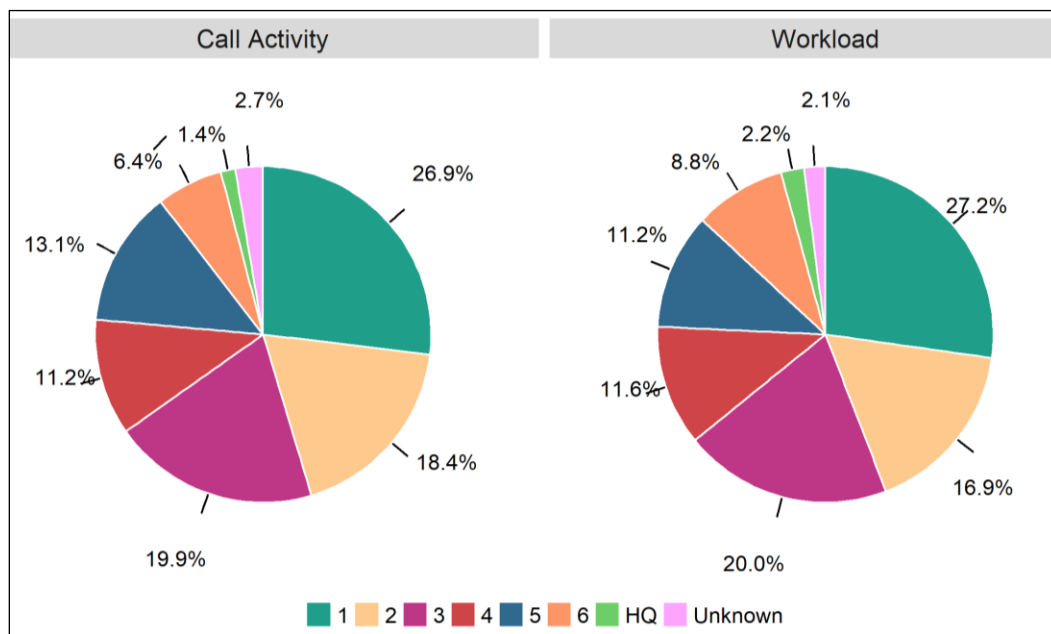
TABLE 12-8: Number of Responding Units, by Category, Community-initiated Calls

Category	Responding Units		
	One	Two	Three or More
Accident	539	410	349
Alarm	239	1,501	851
Animal	230	74	15
Assist other agency	139	155	195
Check	184	501	484
Civil	170	112	44
Crime-person	254	205	310
Crime-property	1,625	780	438
Disturbance	548	1,194	1,133
Follow-up	514	176	74
Investigation	576	419	274
Miscellaneous	273	97	57
Suspicious incident	361	822	714
Traffic enforcement	1,637	256	69
Traffic stop	2	0	0
Total	7,291	6,702	5,007

Observations:

- The overall mean number of responding units was 1.6 for police-initiated calls and 2.0 for police-initiated calls.
- The mean number of responding units was as high as 2.6 for disturbances that were police-initiated.
- 38 percent of community-initiated calls involved one responding unit.
- 35 percent of community-initiated calls involved two responding units.
- 26 percent of community-initiated calls involved three or more responding units.
- The largest group of other-initiated calls with three or more responding units were disturbance calls.
- While not shown, 1,528 traffic calls had three or more responding units. Most of these calls were officer-initiated.

FIGURE 12-9: Percentage Calls and Work Hours, by Beat



Note: About 1,000 calls missing a beat record are grouped as “unknown.”

TABLE 12-9: Calls and Work Hours by Beat, per Day

Beat	Per Day	
	Calls	Work Hours
1	27.7	19.0
2	19.0	11.8
3	20.4	14.0
4	11.5	8.1
5	13.5	7.8
6	6.6	6.2
HQ	1.4	1.5
Unknown	2.8	1.4
Total	102.9	69.9

Observations:

- Beat 1 had most calls and workload, and it accounted for 26.9 percent of total calls and 27.2 percent of the total workload.
- Beats 1, 2, and 3 accounted for approximately 65 percent of the calls and 64 percent of the workload.

FIGURE 12-10: Percentage Calls and Work Hours, by Category, Winter 2018

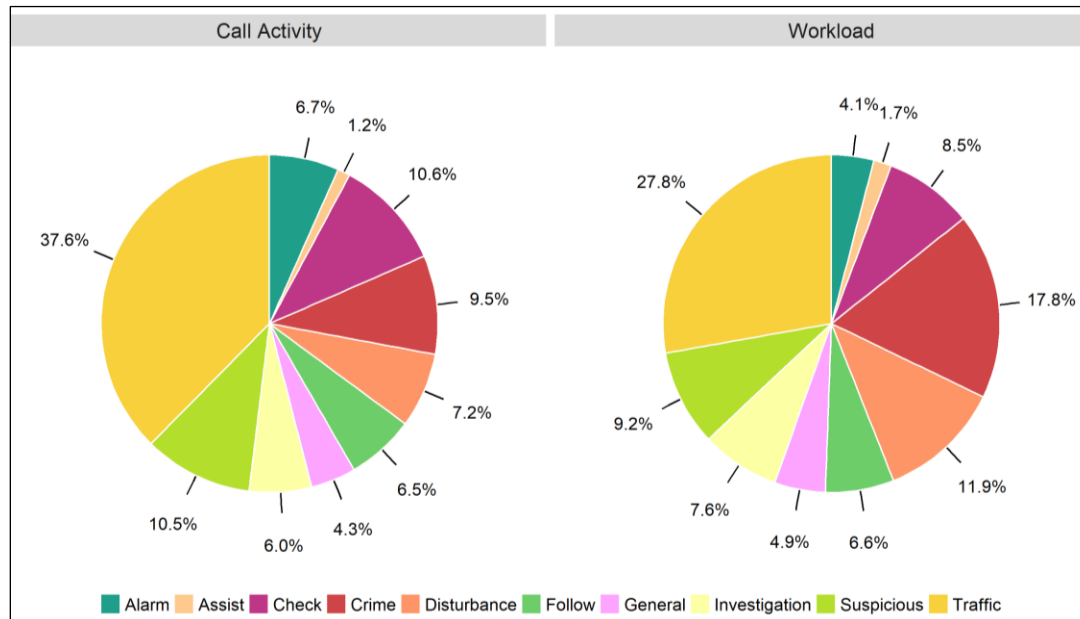


TABLE 12-10: Calls and Work Hours per Day, by Category, Winter 2018

Category	Per Day	
	Calls	Work Hours
Accident	3.6	4.8
Alarm	6.9	2.8
Animal	0.7	0.4
Assist other agency	1.2	1.2
Check	10.9	5.8
Civil	1.3	1.1
Crime-person	2.3	5.1
Crime-property	7.4	7.0
Disturbance	7.4	8.0
Follow-up	6.7	4.5
Investigation	6.1	5.1
Miscellaneous	2.4	1.8
Suspicious incident	10.8	6.2
Traffic enforcement	9.2	2.6
Traffic stop	25.9	11.5
Total	102.8	67.8

Note: Workload calculations focused on calls rather than events.

Observations, Winter:

- Total calls averaged 103 per day, or 4.3 per hour.
- Total workload averaged 68 hours per day, meaning that on average 2.8 officers per hour were busy responding to calls.
- Traffic calls constituted 38 percent of calls and 28 percent of workload.
- Checks constituted 11 percent of calls and 9 percent of workload.
- Crimes constituted 9 percent of calls and 18 percent of workload.
- Suspicious incidents constituted 10 percent of calls and 9 percent of workload.
- These top four categories constituted 68 percent of calls and 63 percent of workload.

FIGURE 12-11: Percentage Calls and Work Hours, by Category, Summer 2018

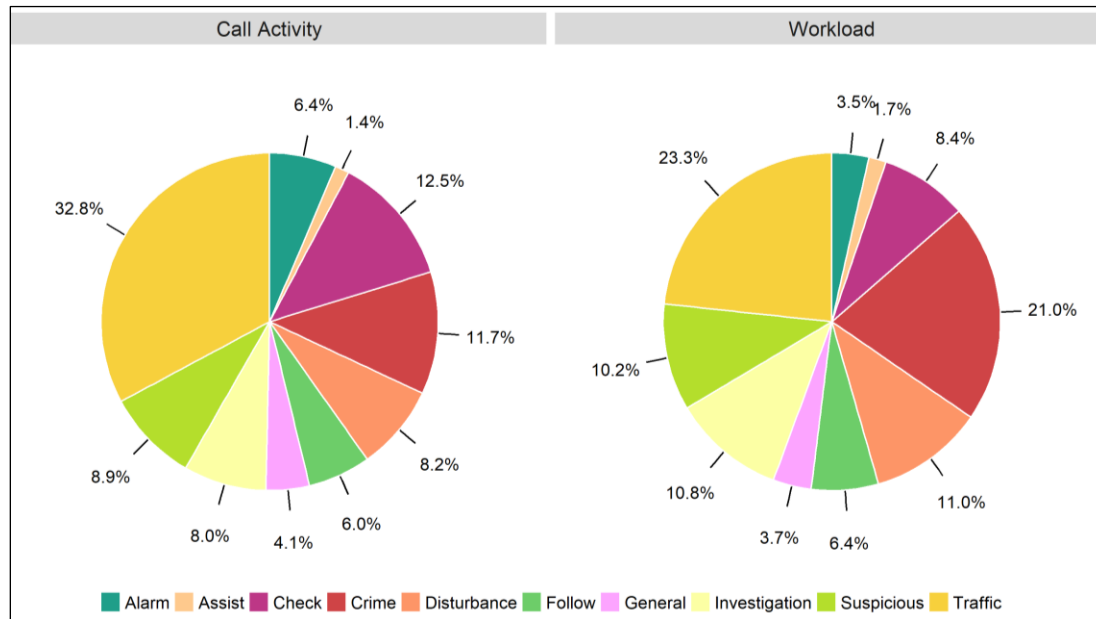


TABLE 12-11: Calls and Work Hours per Day, by Category, Summer 2018

Category	Per Day	
	Calls	Work Hours
Accident	3.7	4.5
Alarm	7.0	2.6
Animal	0.9	0.3
Assist other agency	1.5	1.2
Check	13.6	6.2
Civil	1.0	0.9
Crime-person	2.4	5.4
Crime-property	10.3	10.1
Disturbance	8.9	8.1
Follow-up	6.6	4.8
Investigation	8.7	8.0
Miscellaneous	2.6	1.5
Suspicious incident	9.7	7.6
Traffic enforcement	9.4	3.1
Traffic stop	22.8	9.7
Total	109.0	74.0

Note: Workload calculations focused on calls rather than events.

Observations, Summer:

- The average daily workload was higher in summer than in winter.
- Total calls averaged 109 per day, or 4.5 per hour.
- Total workload averaged 74 hours per day, meaning that on average 3.1 officers per hour were busy responding to calls.
- Traffic calls constituted 33 percent of calls and 23 percent of workload.
- Checks constituted 12 percent of calls and 8 percent of workload.
- Crimes constituted 12 percent of calls and 21 percent of workload.
- Suspicious incidents constituted 9 percent of calls and 10 percent of workload.
- These top four categories constituted 66 percent of calls and 63 percent of workload.

OUT-OF-SERVICE ACTIVITIES

In the period from October 1, 2017, through September 30, 2018, the dispatch center recorded out-of-service activities. While some of these activities were assigned a call number, most were recorded as activities without a call number. We combine both types of records and analyze all of them in this section.

For activities without a call number, we focused on those activities that involved a patrol unit. We also limited our analysis to activities that occurred during shifts where the same patrol unit was responding to calls for service. There were a few problems with the data provided and we made assumptions and decisions to address these issues:

- We excluded activities that lasted less than 30 seconds. These are irrelevant and contribute little to the overall workload.
- Another portion of the recorded activities lasted more than eight hours. As an activity is unlikely to last more than eight hours, we assumed that these records were inaccurate.
- After these exclusions, 29,528 activities remained. These activities had an average duration of 56.2 minutes.

In this section, we report out-of-service activities and workload by type of activity. In the next section, we include these activities in the overall workload when comparing the total workload against available personnel in winter and summer.

TABLE 12-12: Activities and Occupied Times by Description

Status/Description	Occupied Time	Count
7STA (Station)	62.5	24,263
Pickup	13.2	388
Administrative - Weighted Average/Total Activities	61.7	24,651
10-7 / Code 7	28.4	4,877
Weighted Average/Total Activities	56.2	29,528

Observations:

- The most common out-of-service activity description was administrative work at the station.
- The recorded personal activities were mostly meal breaks.
- The average time spent on administrative activities was 61.7 minutes and for personal activities, it was 28.4 minutes.

FIGURE 12-12: Activities per Day, by Month

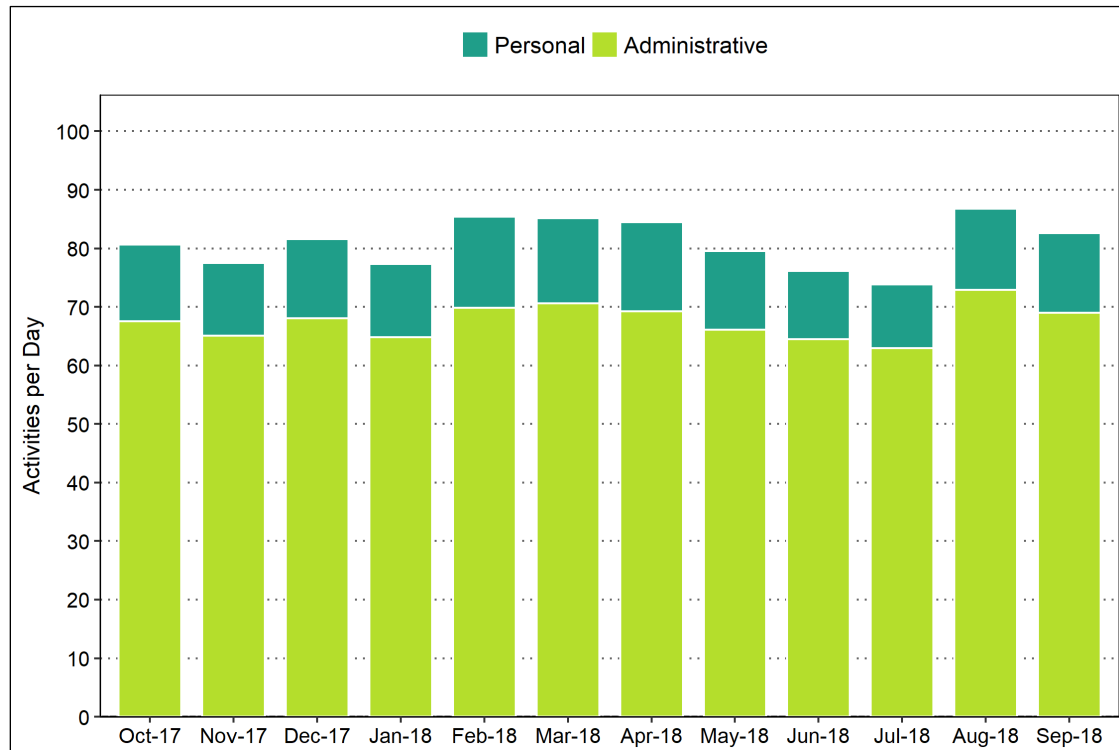


TABLE 12-13: Activities per Day, by Month

Activities	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Personal	67.5	65.1	68.0	64.8	69.8	70.6	69.3	66.1	64.5	62.9	72.9	69.0
Administrative	13.1	12.4	13.5	12.5	15.6	14.6	15.2	13.5	11.6	10.9	13.9	13.7
Total	80.7	77.5	81.6	77.3	85.4	85.2	84.5	79.5	76.1	73.8	86.8	82.6

Observations:

- The number of out-of-service activities per day was lowest in July.
- The number of out-of-service activities per day was highest in August.

FIGURE 12-13: Activities per Day, by Day of Week

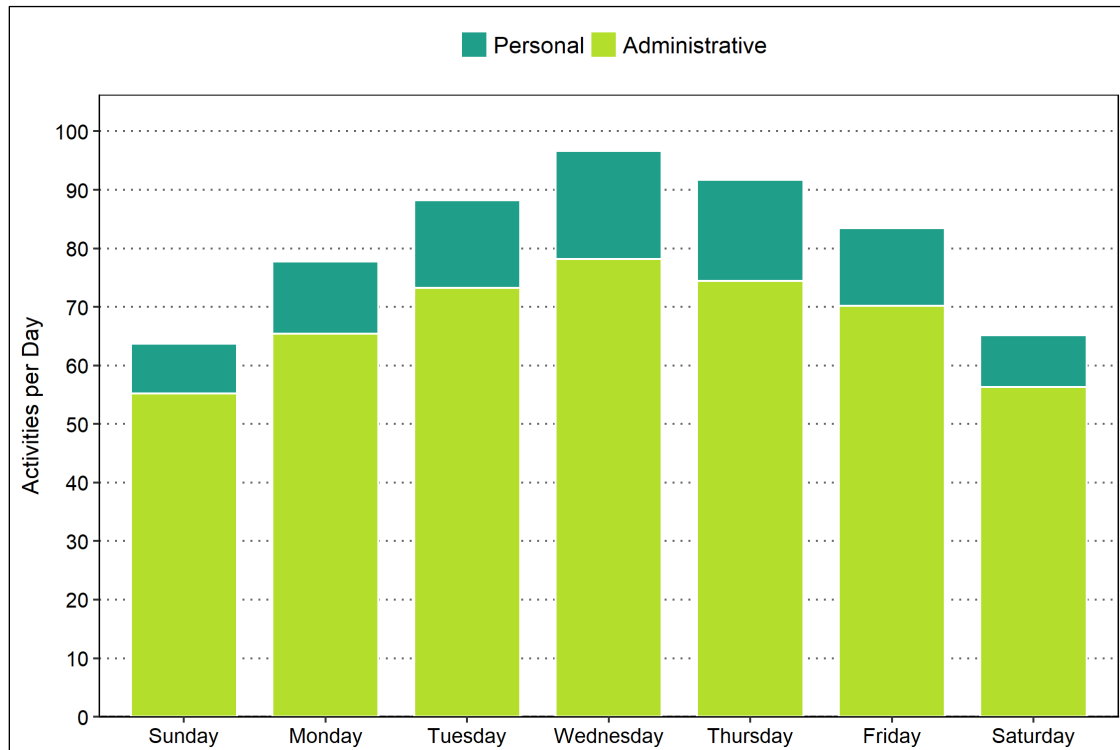


TABLE 12-14: Activities per Day, by Day of Week

Day of Week	Personal	Administrative	Activities per Day
Sunday	55.2	8.6	63.8
Monday	65.4	12.3	77.7
Tuesday	73.2	15.0	88.2
Wednesday	78.2	18.4	96.6
Thursday	74.5	17.2	91.7
Friday	70.2	13.2	83.4
Saturday	56.3	8.8	65.1
Weekly Average	67.5	13.4	80.9

Observations:

- The number of out-of-service activities per day was lowest on weekends.
- The number of out-of-service activities per day was highest on Wednesdays.

FIGURE 12-14: Activities per Day, by Hour of Day

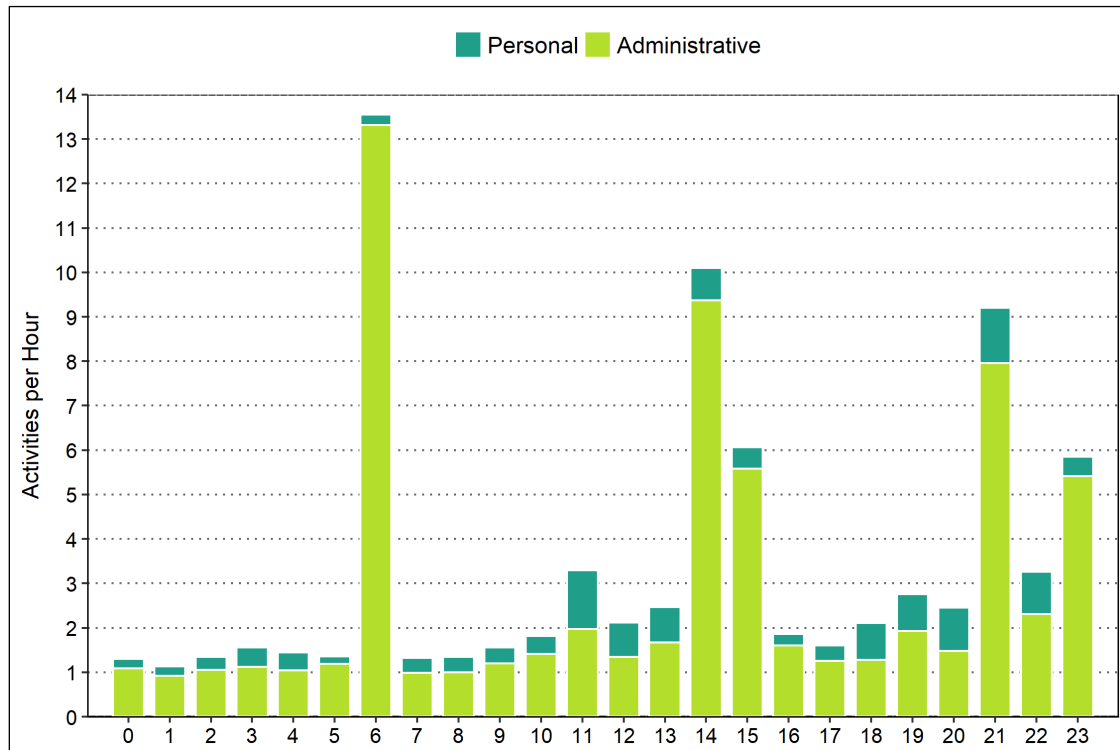


TABLE 12-15: Activities per Day, by Hour of Day

Hour	Personal	Administrative	Total
0	0.2	1.1	1.3
1	0.2	0.9	1.1
2	0.3	1.0	1.3
3	0.4	1.1	1.6
4	0.4	1.0	1.5
5	0.2	1.2	1.4
6	0.2	13.3	13.6
7	0.3	1.0	1.3
8	0.4	1.0	1.3
9	0.4	1.2	1.6
10	0.4	1.4	1.8
11	1.3	2.0	3.3
12	0.8	1.4	2.1
13	0.8	1.7	2.5
14	0.7	9.4	10.1
15	0.5	5.6	6.1
16	0.3	1.6	1.9
17	0.3	1.3	1.6
18	0.8	1.3	2.1
19	0.8	1.9	2.8
20	1.0	1.5	2.5
21	1.2	8.0	9.2
22	0.9	2.3	3.3
23	0.4	5.4	5.9
Hourly Average	0.6	2.8	3.4

Observations:

- The number of administrative activities per hour was highest during shift changes, with the highest being between 6:00 a.m. and 7:00 a.m. when the midnight shift and the day shifts overlap.
- The number of activities per hour was lowest between 1:00 a.m. and 2:00 a.m.

DEPLOYMENT

For this study, we examined deployment information for eight weeks in winter (January 4 through February 28, 2018) and eight weeks in summer (July 7 through August 31, 2018). The department's main patrol force consists of patrol officers and Sergeants operating on 10-hour shifts starting at 6:00 a.m., 2:00 p.m., and 9:00 p.m. Shifts overlap from 6:00 a.m. to 7:00 a.m., from 2:00 p.m. to 4:00 p.m., and from 9:00 p.m. to midnight. The police department's main patrol force deployed an average of 8.9 officers per hour during the 24-hour day in winter 2018 and 9.0 officers per hour in summer 2018. Additional units, including traffic, desk, reserve, and juvenile/community relations officers as well as Lieutenants, also responded to calls for service. When these additional units are included, the department averaged 10.7 officers per hour during the 24-hour day in winter and summer 2018.

In this section, we describe the deployment and workload in distinct steps, distinguishing between winter and summer and between weekdays (Monday through Friday) and weekends (Saturday and Sunday):

- First, we focus on patrol deployment alone.
- Next, we compare “all” workload, which includes community-initiated calls, police-initiated calls, directed patrol activities, and out-of-service activities.
- Finally, we compare the workload against deployment by percentage.

Comments follow each set of four figures, with separate discussions for winter and summer.

FIGURE 12-15: Deployed Officers, Weekdays, Winter 2018

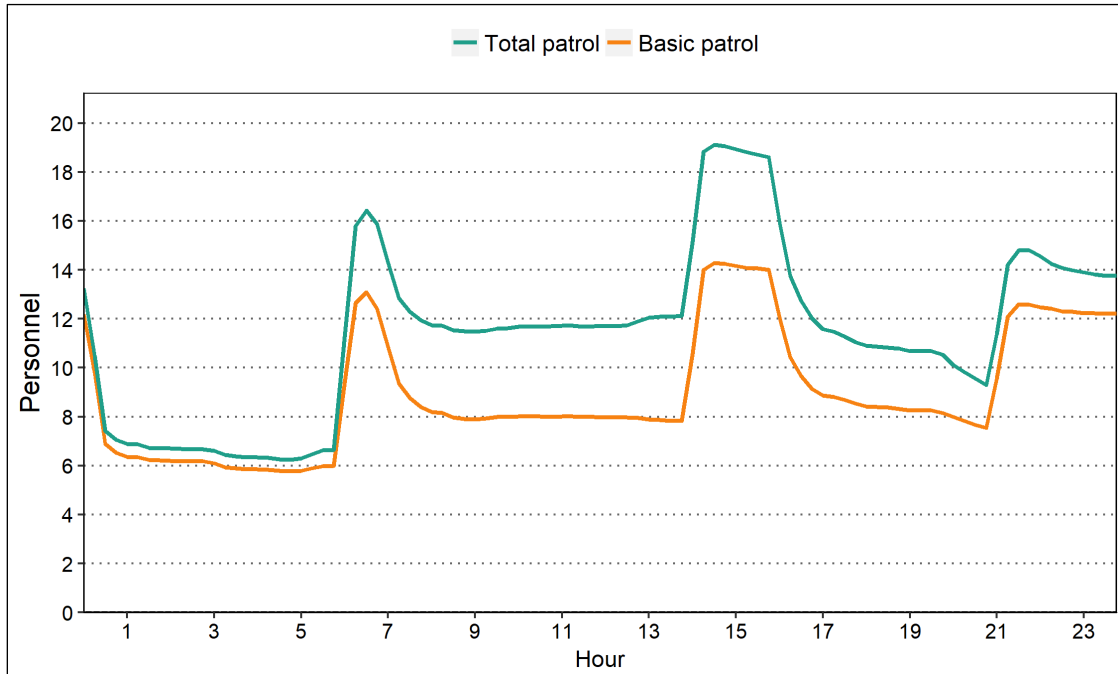


FIGURE 12-16: Deployed Officers, Weekends, Winter 2018

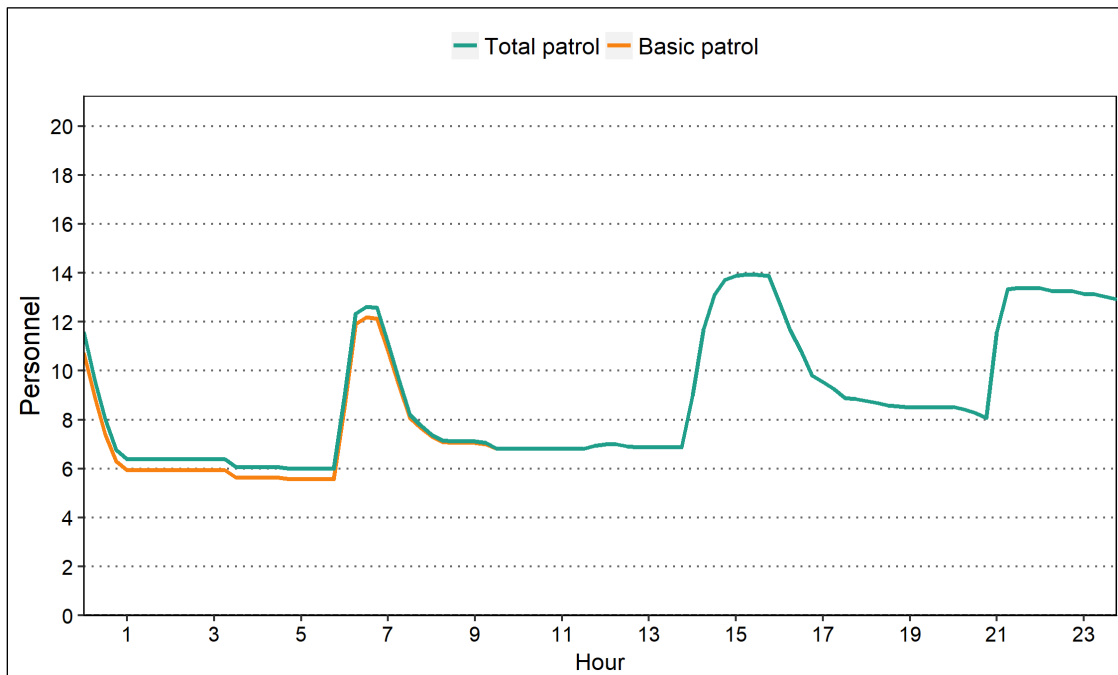


FIGURE 12-17: Deployed Officers, Weekdays, Summer 2018

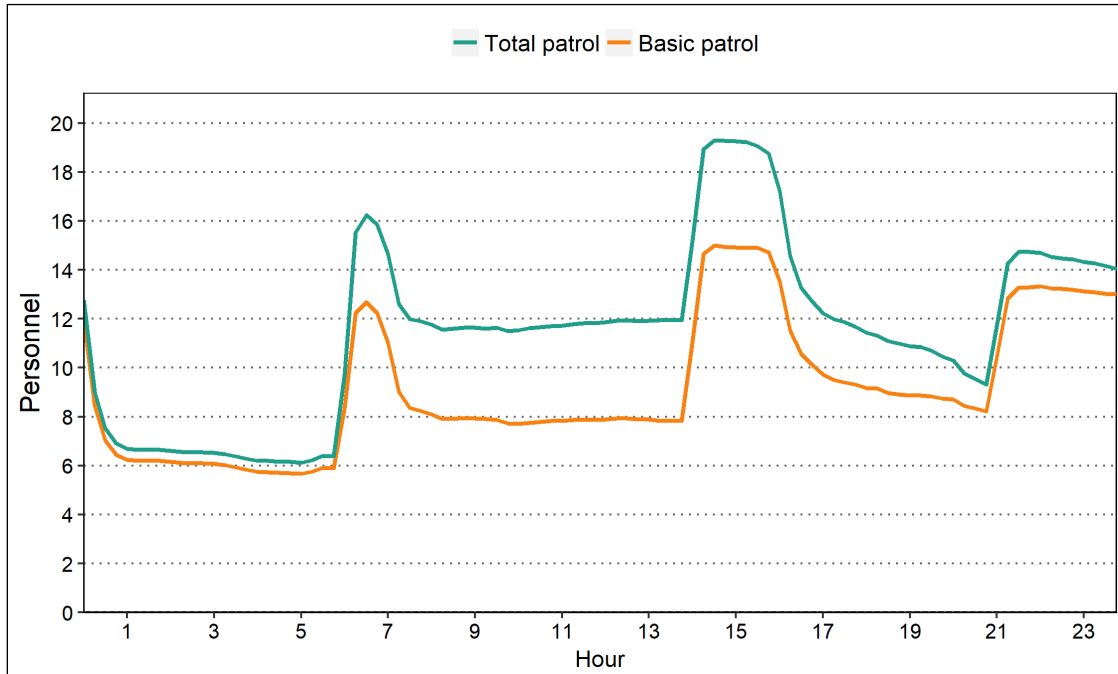
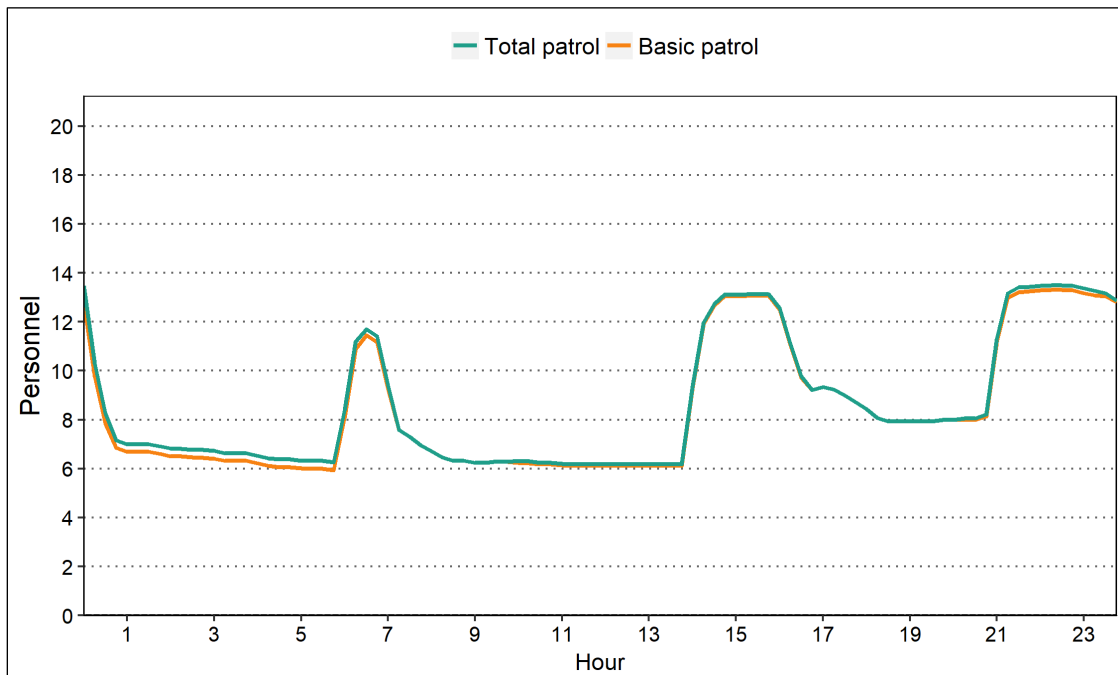


FIGURE 12-18: Deployed Officers, Weekends, Summer 2018



Observations:

- For winter (January 4 through February 28, 2018):
 - The average deployment was 11.5 officers per hour during the week and 8.9 officers per hour on the weekend. When shift overlaps were excluded, average deployment was 10.1 officers per hour during the week and 7.6 officers per hour on the weekend.
 - Average deployment varied from 6.2 to 19.1 officers per hour on weekdays and 6.0 to 13.9 officers per hour on weekends.
- For summer (July 7 through August 31, 2018):
 - The average deployment was 11.5 officers per hour during the week and 8.6 officers per hour on the weekend. When shift overlaps were excluded, average deployment was 10.1 officers per hour during the week and 7.3 officers per hour on the weekend.
 - Average deployment varied from 6.1 to 19.3 officers per hour on weekdays and 6.2 to 13.5 officers per hour on weekends.

FIGURE 12-19: Deployment and All Workload, Weekdays, Winter 2018

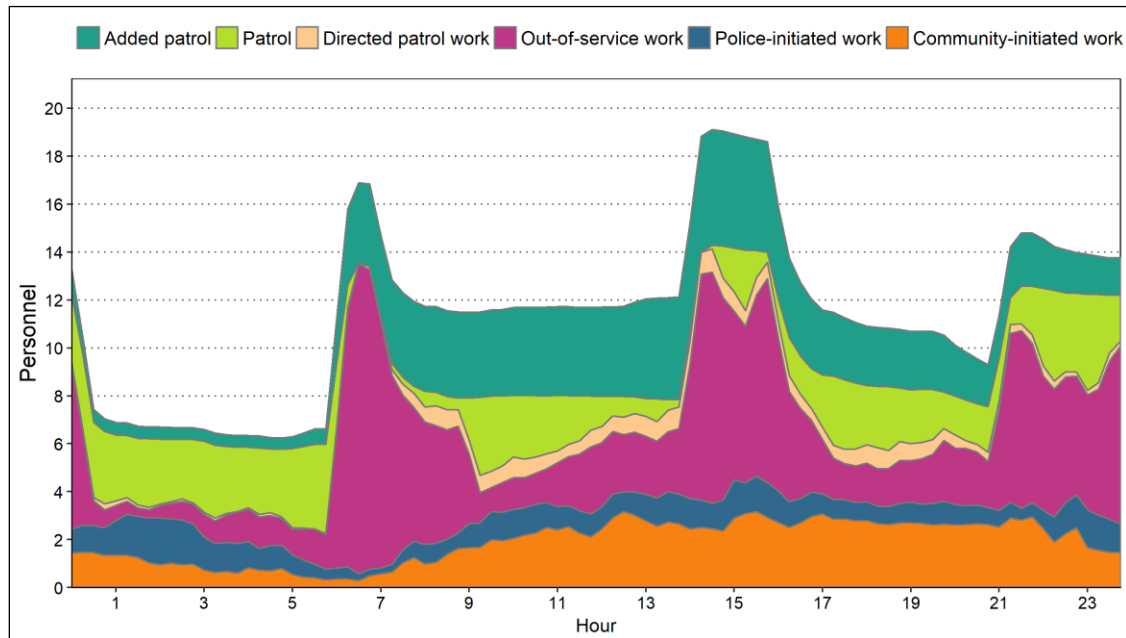


FIGURE 12-20: Deployment and All Workload, Weekends, Winter 2018

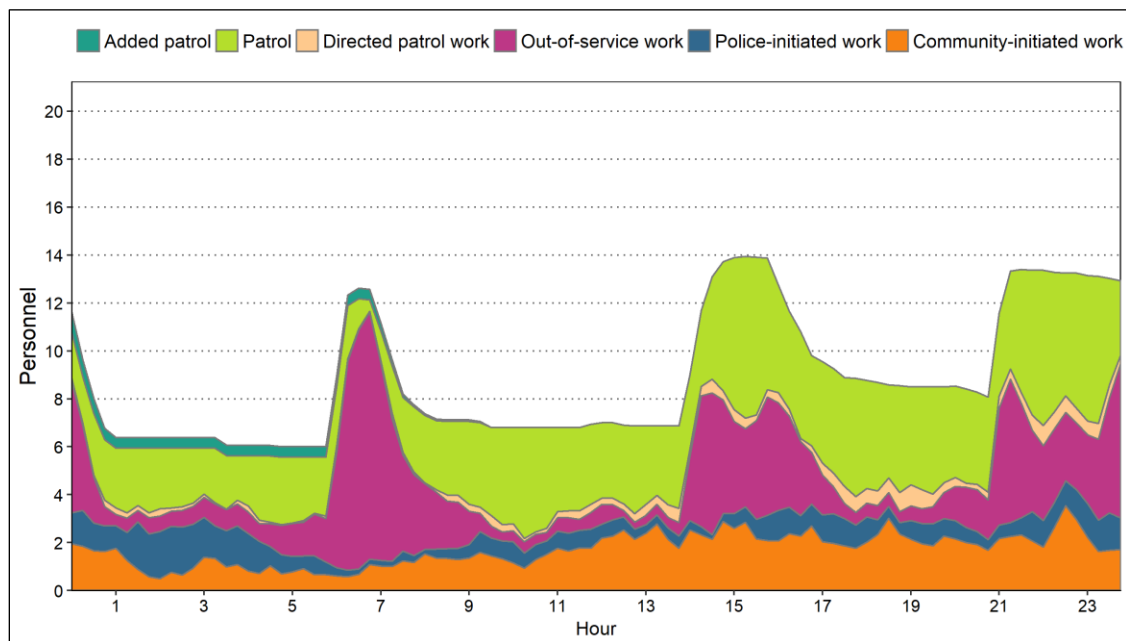


FIGURE 12-21: Deployment and All Workload, Weekdays, Summer 2018

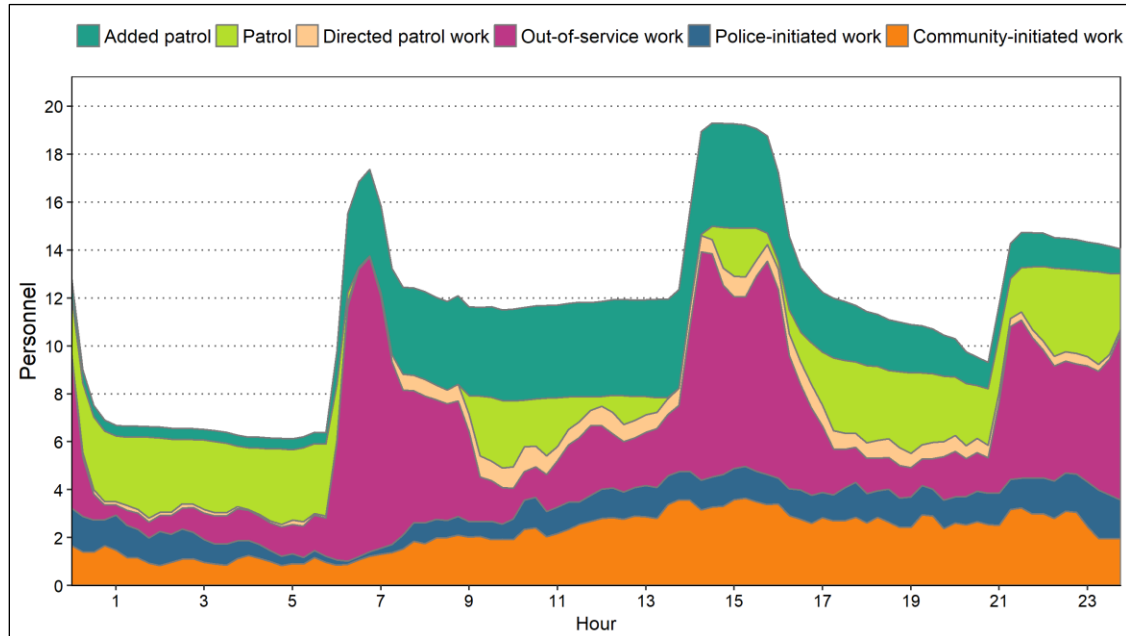
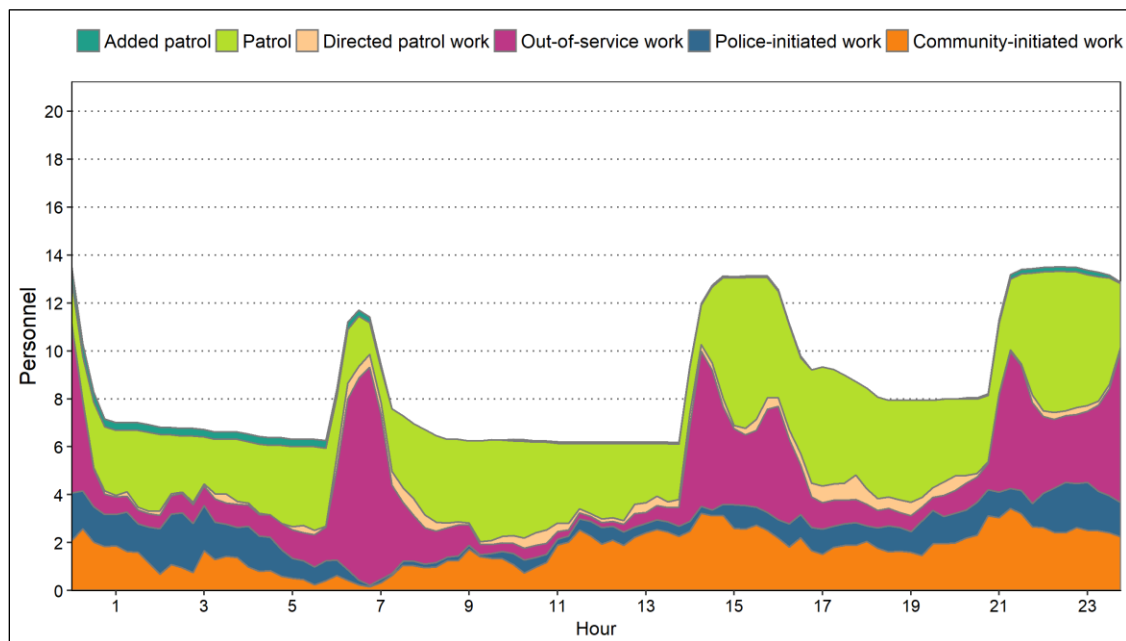


FIGURE 12-22: Deployment and All Workload, Weekends, Summer 2018



Note: Figures 12-19 to 12-22 show deployment along with all workload from community-initiated calls, police-initiated calls, directed patrol work, and out-of-service work.

Observations:

Winter:

- Community-initiated work:
 - Average community-initiated workload was 1.9 officers per hour during the week and 1.7 officers per hour on weekends.
 - This was approximately 17 percent of hourly deployment during the week and 19 percent of hourly deployment on weekends.
- All work:
 - Average workload was 7.0 officers per hour during the week and 5.2 officers per hour on weekends.
 - This was approximately 61 percent of hourly deployment during the week and 58 percent of hourly deployment on weekends.

Summer:

- Community-initiated work:
 - Average community-initiated workload was 2.2 officers per hour during the week and 1.7 officers per hour on weekends.
 - This was approximately 19 percent of hourly deployment during the week and 20 percent of hourly deployment on weekends.
- All work:
 - Average workload was 7.3 officers per hour during the week and 5.0 officers per hour on weekends.
 - This was approximately 63 percent of hourly deployment during the week and 58 percent of hourly deployment on weekends.

FIGURE 12-23: Percentage of Workload, Weekdays, Winter 2018

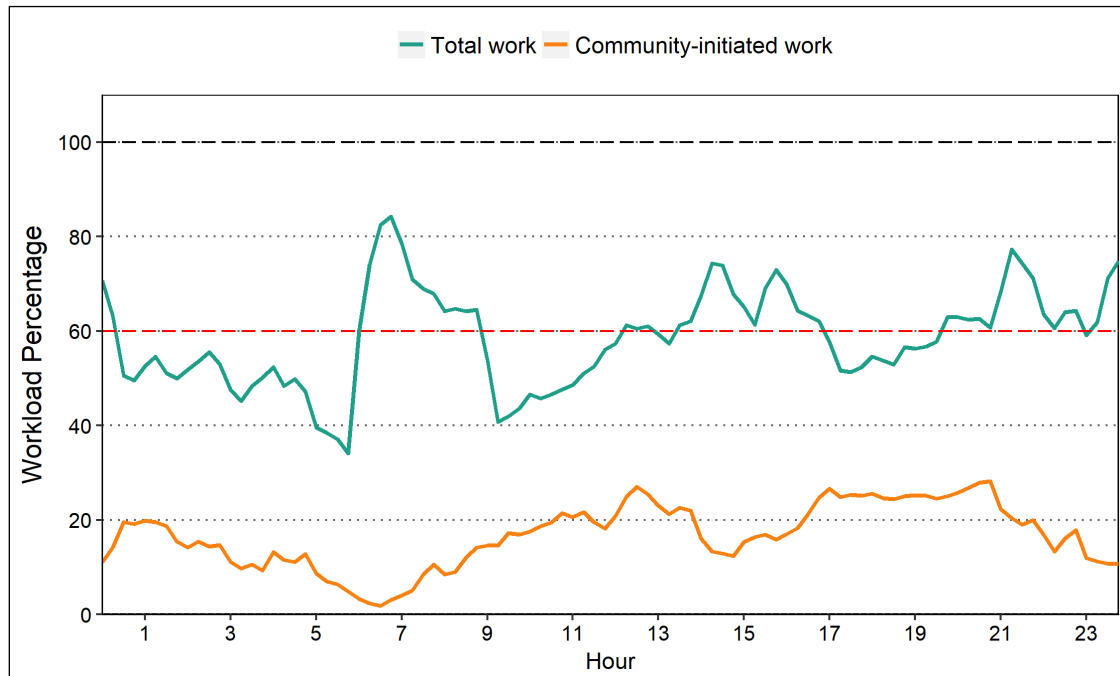


FIGURE 12-24: Percentage of Workload, Weekends, Winter 2018

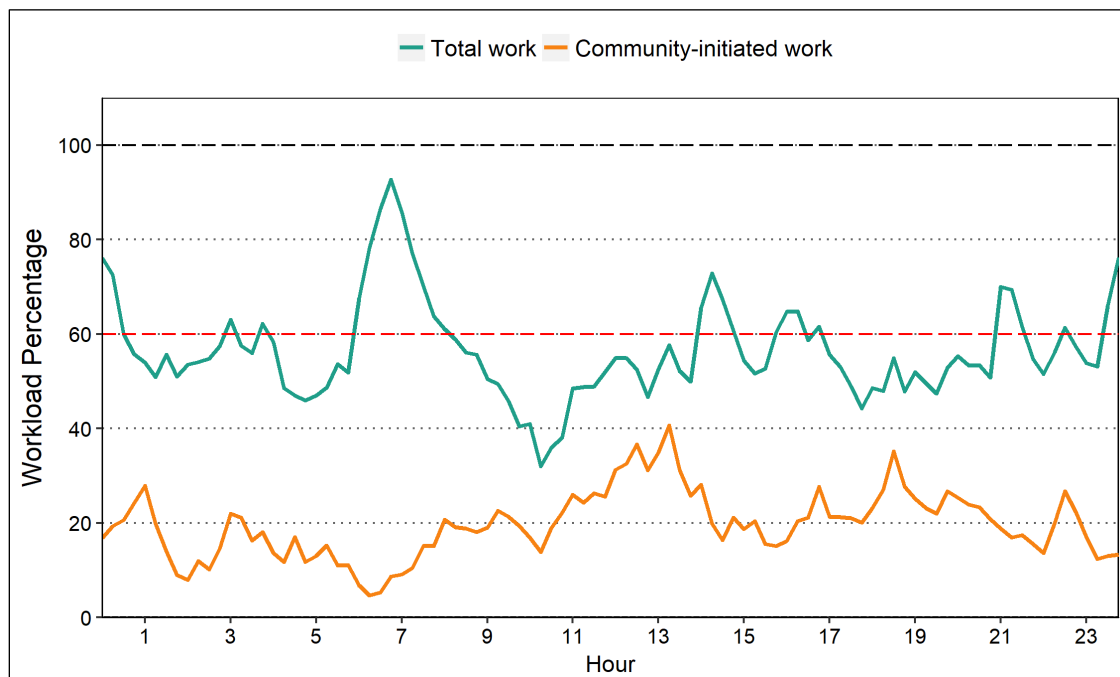


FIGURE 12-25: Percentage of Workload, Weekdays, Summer 2018

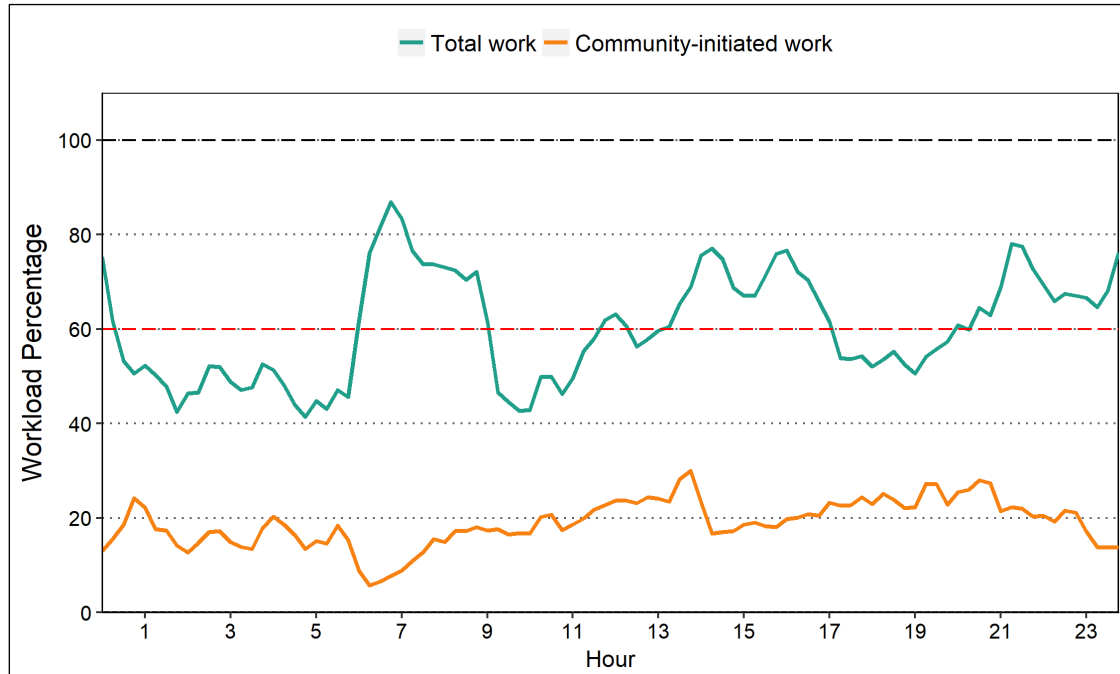
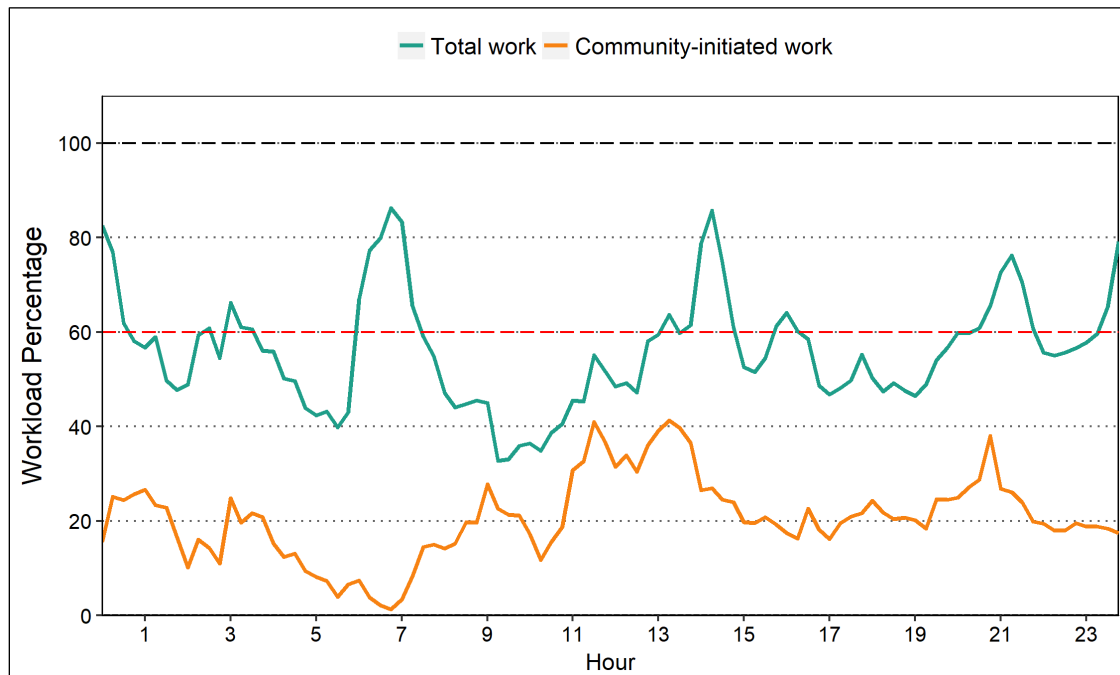


FIGURE 12-26: Percentage of Workload, Weekends, Summer 2018



Observations:

Winter:

- Community-initiated work:
 - During the week, workload reached a maximum of 28 percent of deployment between 8:30 p.m. and 9:00 p.m.
 - On weekends, workload reached a maximum of 41 percent of deployment between 1:15 p.m. and 1:30 p.m.
- All work:
 - During the week, workload reached a maximum of 84 percent of deployment between 6:45 a.m. and 7:00 a.m.
 - On weekends, workload reached a maximum of 93 percent of deployment between 6:45 a.m. and 7:00 a.m.

Summer:

- Community-initiated work:
 - During the week, workload reached a maximum of 30 percent of deployment between 1:45 p.m. and 2:00 p.m.
 - On weekends, workload reached a maximum of 41 percent of deployment between 11:30 a.m. and 11:45 a.m. and between 1:15 p.m. and 1:30 p.m.
- All work:
 - During the week, workload reached a maximum of 87 percent of deployment between 6:45 a.m. and 7:00 a.m.
 - On weekends, workload reached a maximum of 86 percent of deployment between 6:45 a.m. and 7:00 a.m. and between 2:15 p.m. and 2:30 p.m.

RESPONSE TIMES

We analyzed the response times to various types of calls, separating the duration into dispatch delay and travel time, to determine whether response times varied by call type. Response time is measured as the difference between when a call is received and when the first unit arrives on scene. This is further divided into dispatch delay and travel time. Dispatch delay is the time between when a call is received and when the first unit is dispatched. Travel time is the remaining time until the first unit arrives on scene.

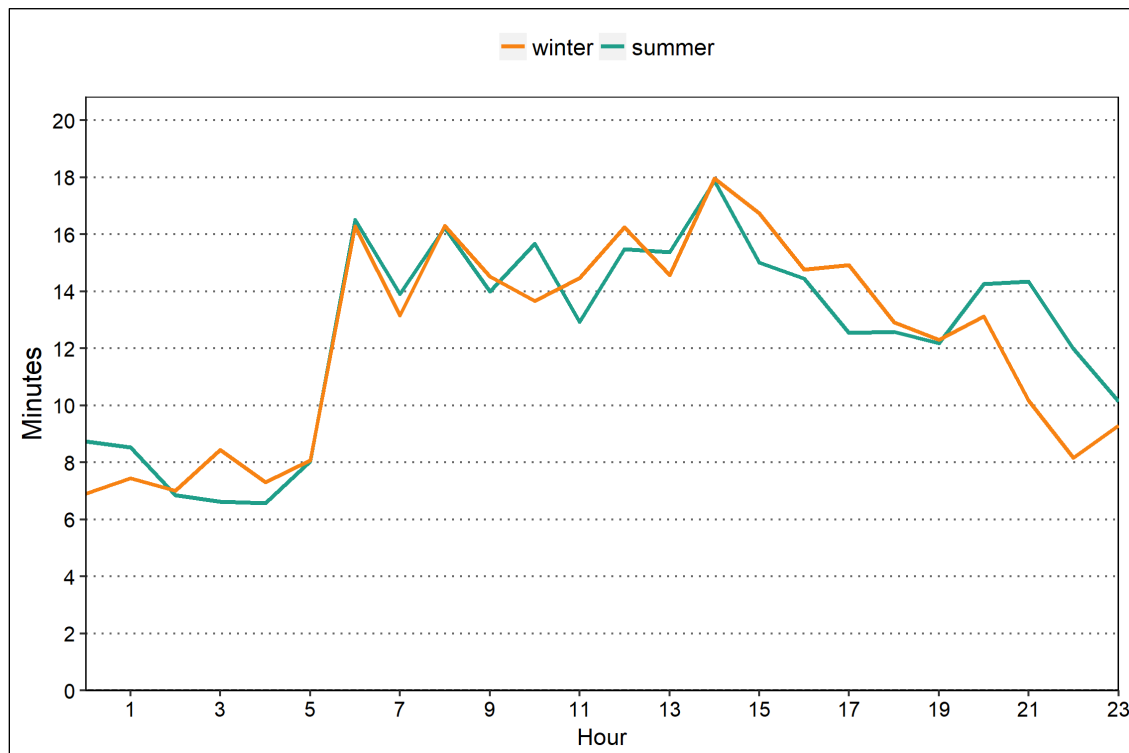
We begin the discussion with statistics that include all calls combined. We started with 5,756 calls for winter and 6,106 calls for summer. We limited our analysis to community-initiated calls, which amounted to 2,821 calls for winter and 3,185 calls for summer. After excluding calls without valid arrival times and excluding calls located at the Milpitas Police Department's headquarters, we were left with 2,545 calls in winter and 2,926 calls in summer for our analysis. For the entire year, we began with 37,557 calls, limited our analysis to 19,000 community-initiated calls, and further focused our analysis on 17,330 calls after excluding those lacking valid received time and/or arrival times or those located at the Milpitas Police Department's headquarters.

Our initial analysis does not distinguish calls based on priority; instead, it examines the difference in response to all calls by time of day and compares winter and summer periods. We then present a brief analysis of response time for high-priority calls alone.

All Calls

This section looks at all calls without considering their priorities. In addition to examining the differences in response times by both time of day and season (winter vs. summer), we show differences in response times by category.

FIGURE 12-27: Average Response Time and Dispatch Delays, by Hour of Day, Winter and Summer, 2018



Observations:

- Average response times varied significantly by the hour of the day.
- In winter, the longest response times were between 2:00 p.m. and 3:00 p.m., with an average of 18.0 minutes.
- In winter, the shortest response times were between midnight and 1:00 a.m., with an average of 6.9 minutes.
- In summer, the longest response times were between 2:00 p.m. and 3:00 p.m., with an average of 17.9 minutes.
- In summer, the shortest response times were between 3:00 a.m. and 5:00 a.m., with an average of 6.6 minutes.

FIGURE 12-28: Average Response Time by Category, Winter 2018

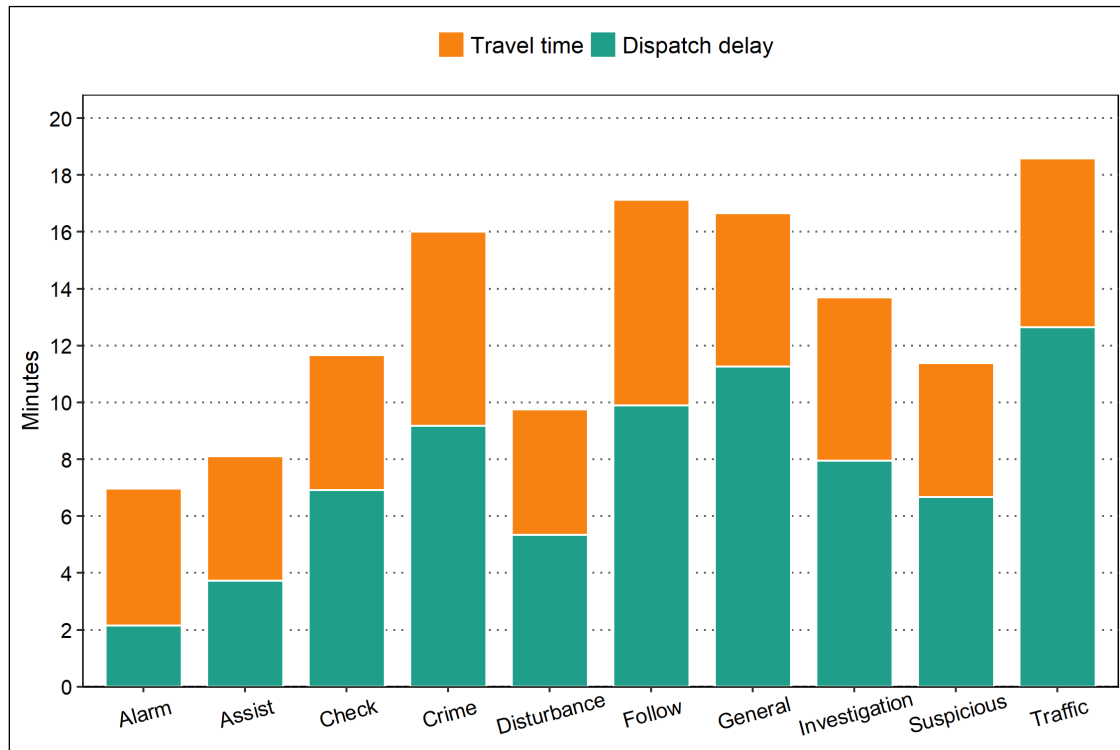


FIGURE 12-29: Average Response Time by Category, Summer 2018

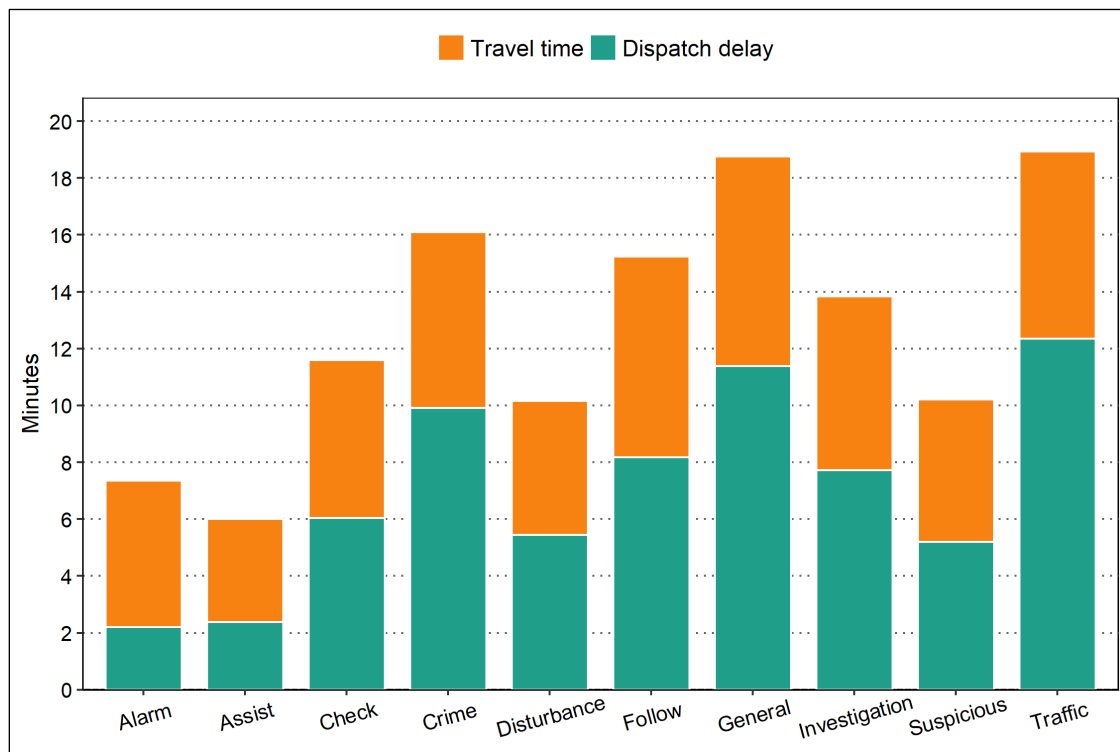


TABLE 12-16: Average Response Time Components, by Category

Category	Winter			Summer		
	Dispatch	Travel	Response	Dispatch	Travel	Response
Accident	5.2	5.4	10.6	5.7	6.1	11.8
Alarm	2.2	4.8	7.0	2.2	5.2	7.4
Animal	8.2	5.9	14.1	12.0	7.7	19.7
Assist other agency	3.7	4.4	8.1	2.4	3.6	6.0
Check	6.9	4.8	11.7	6.0	5.5	11.6
Civil	11.4	4.7	16.1	12.9	7.1	20.0
Crime-person	6.5	5.9	12.4	8.6	5.4	13.9
Crime-property	10.0	7.2	17.2	10.3	6.4	16.7
Disturbance	5.3	4.4	9.7	5.4	4.7	10.2
Follow-up	9.9	7.2	17.1	8.2	7.0	15.2
Investigation	7.9	5.8	13.7	7.7	6.1	13.8
Miscellaneous	13.3	5.6	18.8	10.2	7.3	17.5
Suspicious incident	6.7	4.7	11.4	5.2	5.0	10.2
Traffic enforcement	17.8	6.3	24.1	16.1	6.9	23.0
Traffic stop	1.2	5.2	6.5	NA	NA	NA
Total Average	7.7	5.5	13.2	7.6	5.8	13.4

Note: The total average is weighted according to the number of calls per category.

Observations:

- In winter, the average response time for most categories was between 7 minutes and 17 minutes.
- In winter, the average response time was as short as 7 minutes (for alarm) and as long as 19 minutes (for traffic).
- In summer, the average response time for most categories was between 6 minutes and 19 minutes.
- In summer, the average response time was as short as 6 minutes (for assist) and as long as 19 minutes (for traffic).
- The average response time for crimes was 16 minutes in winter and in summer.

TABLE 12-17: 90th Percentiles for Response Time Components, by Category

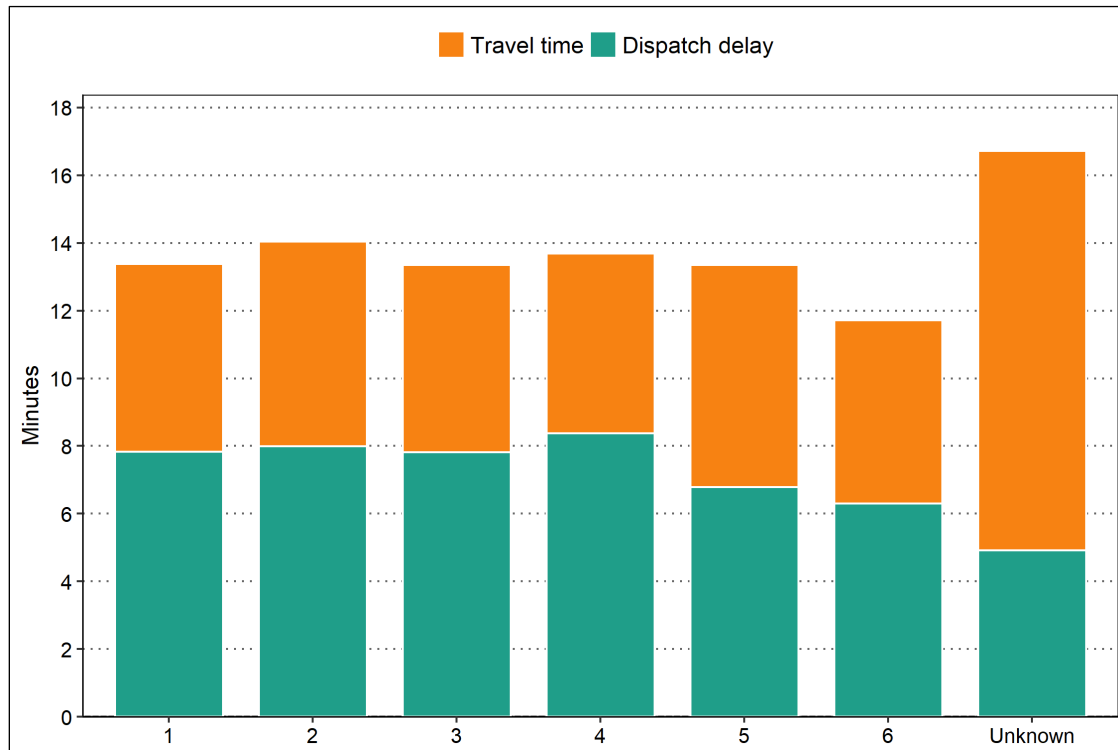
Category	Winter			Summer		
	Dispatch	Travel	Response	Dispatch	Travel	Response
Accident	13.5	11.6	23.1	12.1	12.0	23.6
Alarm	3.8	8.4	11.3	3.4	10.1	13.7
Animal	24.9	10.9	29.9	45.1	14.1	56.6
Assist other agency	8.1	9.1	15.7	5.2	7.3	11.7
Check	16.5	8.7	28.8	13.3	9.6	21.4
Civil	35.3	7.8	40.9	41.8	15.0	45.2
Crime-person	16.1	14.3	29.2	27.2	12.8	38.8
Crime-property	36.7	16.2	50.8	30.7	14.6	42.2
Disturbance	13.3	8.6	21.2	12.6	8.7	19.9
Follow-up	58.5	21.3	90.5	26.9	18.2	40.4
Investigation	25.6	11.1	40.8	21.5	12.2	32.0
Miscellaneous	59.9	11.2	69.6	29.6	16.8	43.1
Suspicious incident	16.5	9.9	24.2	9.4	9.6	17.4
Traffic enforcement	173.5	15.1	179.7	97.5	16.6	114.7
Traffic stop	1.2	5.2	6.5	NA	NA	NA
Total Average	31.0	11.0	40.5	26.4	11.6	36.4

Note: A 90th percentile value of 40.5 minutes means that 90 percent of all calls are responded to in fewer than 40.5 minutes. For this reason, the columns for dispatch delay and travel time may not be equal to the total response time.

Observations:

- In winter, the 90th percentile value for response time was as short as 12 minutes (for assist) and as long as 81 minutes (for traffic).
- In summer, the 90th percentile value for response time was as short as 11 minutes (for alarm) and as long as 118 minutes (for traffic).

FIGURE 12-30: Average Response Time Components, by Beat



Note: The "unknown" category includes 1,004 calls missing beat information.

TABLE 12-18: Average Response Time Components, by Beat

Beat	Dispatch	Travel	Response	Calls
1	7.8	5.5	13.4	4,772
2	8.0	6.0	14.0	3,724
3	7.8	5.5	13.4	3,882
4	8.4	5.3	13.7	1,941
5	6.8	6.6	13.3	1,735
6	6.3	5.4	11.7	1,164
Unknown	4.9	11.8	16.7	112
Weighted Average/ Total	7.7	5.8	13.5	17,330

Observations:

- Average response times for areas 1 to 6 were between 11.7 and 14 minutes.

High-Priority Calls

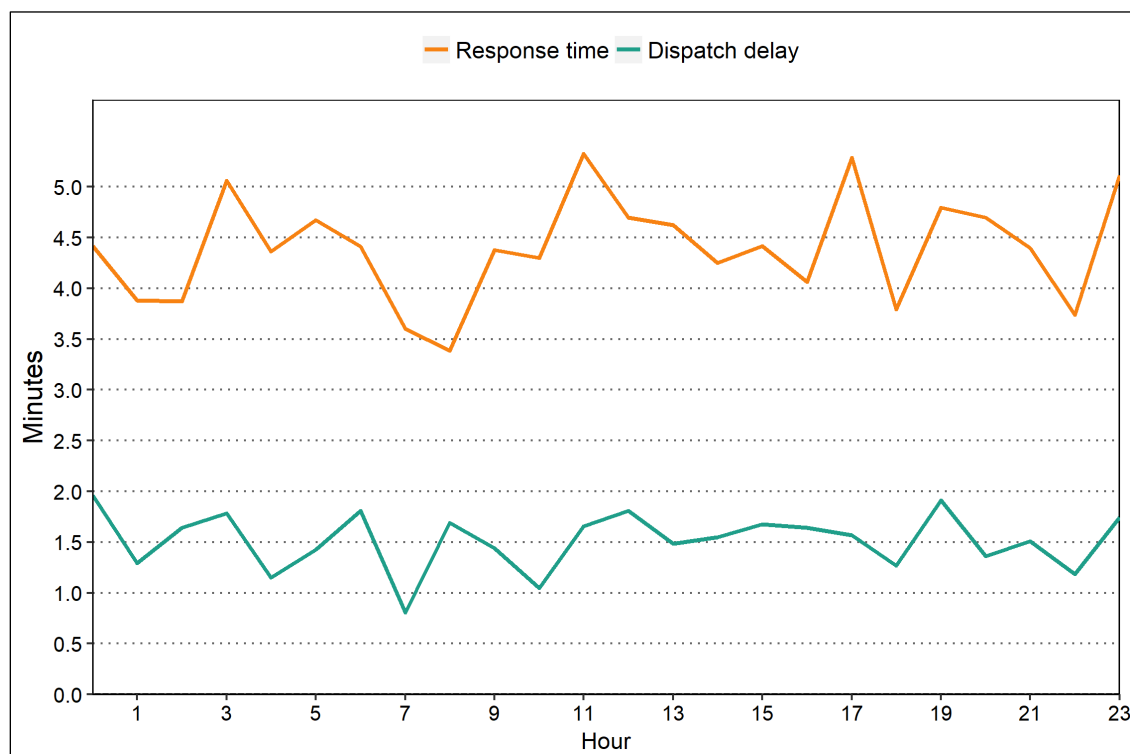
The department assigned priorities to calls with Priority 3 as the highest priority. Table 12-19 shows average response times by priority. Figure 12-31 focuses on Priority 3 calls only.

TABLE 12-19: Average Dispatch, Travel, and Response Times, by Priority

Priority	Dispatch Delay	Travel Time	Response Time	Calls
0	15.7	5.2	20.9	272
1	12.0	7.1	19.0	8,241
2	3.6	4.7	8.2	8,375
3	1.6	2.9	4.4	442
Weighted Average/Total	7.7	5.8	13.5	17,330

Note: The total average is weighted according to the number of calls within each priority level.

FIGURE 12-31: Average Response Times and Dispatch Delays for High-priority Calls, by Hour



Observations:

- High-priority calls (Priority 3) had an average response time of 4.4 minutes, lower than the overall average of 13.5 minutes for all calls.
- Average dispatch delay was 1.6 minutes for high-priority calls, compared to 7.7 minutes overall.
- For high-priority calls, the longest response times were between 11:00 a.m. and noon and between 5:00 p.m. and 6:00 p.m., with an average of 5.3 minutes.
- For high-priority calls, the shortest response times were between 8:00 a.m. and 9:00 a.m., with an average of 3.4 minutes.
- Average dispatch delay for high-priority calls was consistently 1.9 minutes or less.

APPENDIX A: CALL TYPE CLASSIFICATION

Call descriptions for the department's calls for service from October 1, 2017, to September 30, 2018, were classified into the following categories.

TABLE 12-20: Call Type, by Category

Call Type	Table Category	Figure Category
1033T Activation	Alarm	Alarm
Alarm From Veh		
Alarm Unspecified		
Audible Alarm		
Silent Alarm		
Silver Alert		
Fire Assist	Assist other agency	Assist
Flooding		
Grass Fire		
MEDICAL AID - CPR CASE		
Medical Aid Response		
Outside Agency Assist		
PG&E Stage 2		
Structure Fire		
Trash Fire		
Vehicle Fire		
Wildland Fire		
Patrol Checks	Check	Check
Welfare Check		
ADW	Crime-person	Crime
Alcohol Control Violation		
Armed Robbery		
Assault		
Attempt Suicide		
Battery		
Brandishing		
Carjacking		
Child Pornography		
Child/Elder Abuse		
Court Ordered Violation		
Domestic Injury		
Domestic Violence		
Felony Sex Offense		

Call Type	Table Category	Figure Category
Harrass Phone Calls		
Illegal Intercourse		
Indecent Exposure		
Oral Copulation		
Physical Child Abuse		
Prostitution		
Rape In Progress		
Rape Report		
Restraining Order Violation		
Robbery		
Sexual Assault		
Shooting OCC Dwelling/Veh		
Stalking		
Strong Arm Robbery		
Suicide		
Terrorist Threats		
Threat Report		
Weapons Violation		
Attempted Burglary	Crime-property	
Auto Burg Report		
Auto Burglary		
Burglary		
Burglary Report		
Counterfeit		
Defrauding Innkeeper		
Embezzlement		
Forgery		
Fraud		
Grand Theft		
Grand Theft Report		
Petty Theft		
Petty Theft In Custody		
Petty Theft Report		
Poss of Stolen Property		
Stolen Vehicle		
Tampering With Veh		
Theft Report		
Trespassing		

Call Type	Table Category	Figure Category
Vandalism		
Vandalism Report		
Vandalism to Vehicle		
Vandalism to Vehicle Report		
Adult Protective Svc Detail	Directed patrol	Directed patrol
AWS Warrant Service		
Bike Patrol		
Child Protect Service Detail		
Drug Detail		
Foot Patrol		
Meet the Citizen		
Police PR Detail		
Racers/Cruisers		
Snare Detail		
Special Traffic Detail		
SRO PCR/YSB School Detail		
Vice Unit Detail		
Disturbance	Disturbance	Disturbance
Disturbance-Juvenile		
Disturbance-Verbal		
Disturbance-Weapons		
Disturbance Vehicle		
Drunk		
Fight		
Fireworks		
Illegal Solicitor		
Juvenile Problem		
Loud Music		
Loud Noise		
Mentally Disturbed Person		
Party		
Refusing to Leave		
Shots Fired		
Transient Problem		
Unknown Disturb		
Follow Up	Follow-up	Follow-up
Animal Problem–Stray	Animal	General noncriminal
Animal Welfare Check		

Call Type	Table Category	Figure Category
Barking Dog		
Dead Animal		
Injured Animal		
Vicious Animal		
Civil Problem	Civil	
Civil Standby		
Sex Registrant		
Subpoena Service		
Advise On Conditions	Miscellaneous	
Code Violation		
Death Notification		
Drug Registrant		
Felony Warrant		
Gang Info Report		
Garbage Complaint		
Information Detail		
Misdemeanor Warrant		
Officer Flag Down		
Onview Event		
Private Prop Tow		
Repossessed Vehicle		
Stranded Motorist		
911 Hang Up	Investigation	Investigation
911 Open Line		
911 Unknown		
Attempt to Contact		
Attempt to Locate		
Be on the Lookout		
Code 10 Bomb Threat		
Code 5 Stakeout		
Dead Body		
Explosion		
Female Screaming for Help		
Found Person		
Found Property		
Lost Person		
Lost Property		
Man Down		

Call Type	Table Category	Figure Category
Missing Juvenile		
Missing Person		
Missing Person at Risk		
Open Door		
Person Calling Help		
Person Stop-Send Fill		
Possible Dead Body		
Probation Search		
Recovered Stolen Veh		
Returned Missing Person		
Search Warrant		
Subject Stop-No Fill		
Code 7		
Pickup		
Prowler	Suspicious incident	Suspicious incident
Suspicious Circumstances		
Suspicious Package		
Suspicious Person		
Suspicious Vehicle		
Unocc SuspVeh		
Accident Unknown Injuries	Accident	Traffic
Felony Hit and Run		
Misd Hit and Run		
MVA Ambulance Resp		
MVA Major Injury		
MVA Minor Injury		
MVA Non Injury		
MVA Private Prop		
Abandoned Vehicle	Traffic enforcement	
Attempt to Overtake		
DUI		
Illegal Parker		
Parking Citation		
Reckless Driving		
Speeding Vehicle		
Traffic Control		
Traffic Enforcement		
Traffic Hazard		

Call Type	Table Category	Figure Category
VIN Verification		
Vehicle Stop No Fill	Traffic stop	
Vehicle Stop Send Fill		

APPENDIX B: UNIFORM CRIME REPORT INFORMATION

This section presents information obtained from Uniform Crime Reports (UCR) collected by the Federal Bureau of Investigation (FBI) and State of California Department of Justice. The tables and figures include the most recent information that is publicly available at the national level. This includes crime reports for 2008 through 2017, along with clearance rates for 2017. Crime rates are expressed as incidents per 100,000 population.

TABLE 12-21: Reported Crime Rates in 2017, by City

City	State	Population	Crime Rates		
			Violent	Property	Total
Alameda City	CA	79,761	317	2,943	3,260
Campbell	CA	41,192	248	3,253	3,501
Ceres	CA	48,673	466	3,289	3,755
Daly City	CA	107,355	247	1,454	1,701
East Palo Alto	CA	29,933	418	1,557	1,975
Gilroy	CA	56,163	370	2,934	3,304
Livermore	CA	90,485	183	2,185	2,368
Lodi	CA	65,042	497	2,584	3,081
Manteca	CA	78,564	326	2,851	3,177
Merced	CA	83,180	677	3,208	3,885
Morgan Hill	CA	45,277	159	1,595	1,754
Mountain View	CA	81,525	184	2,431	2,615
Newark	CA	46,360	190	3,231	3,421
Palo Alto	CA	67,441	133	2,644	2,777
Pleasanton	CA	84,440	117	1,967	2,084
Redwood City	CA	86,353	242	1,610	1,852
San Bruno	CA	43,274	280	2,581	2,861
San Leandro	CA	91,386	573	4,065	4,638
San Mateo City	CA	105,090	255	2,022	2,277
Santa Cruz City	CA	65,132	628	5,656	6,284
Tracy	CA	90,263	214	2,414	2,628
Turlock	CA	73,488	608	3,124	3,732
Union City	CA	76,311	334	2,209	2,543
Watsonville	CA	54,226	550	3,155	3,705
Milpitas	CA	79,503	143	2,488	2,631
California		39,536,653	449	2,497	2,946
United States		325,719,178	383	2,362	2,745

FIGURE 12-32: Reported Milpitas Violent and Property Crime Rates, by Year

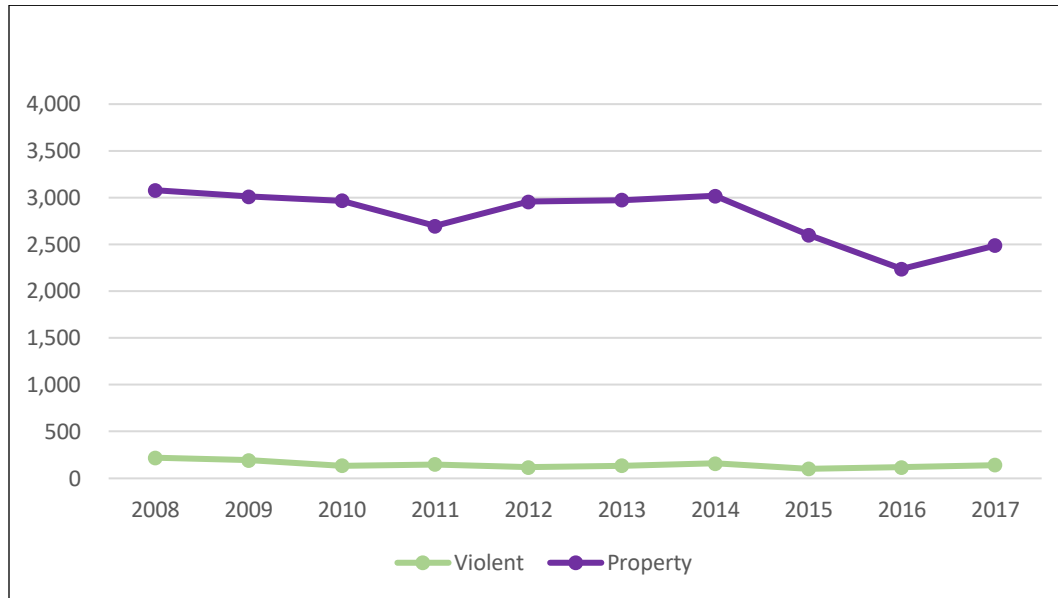


FIGURE 12-33: Reported City and State Crime Rates, by Year

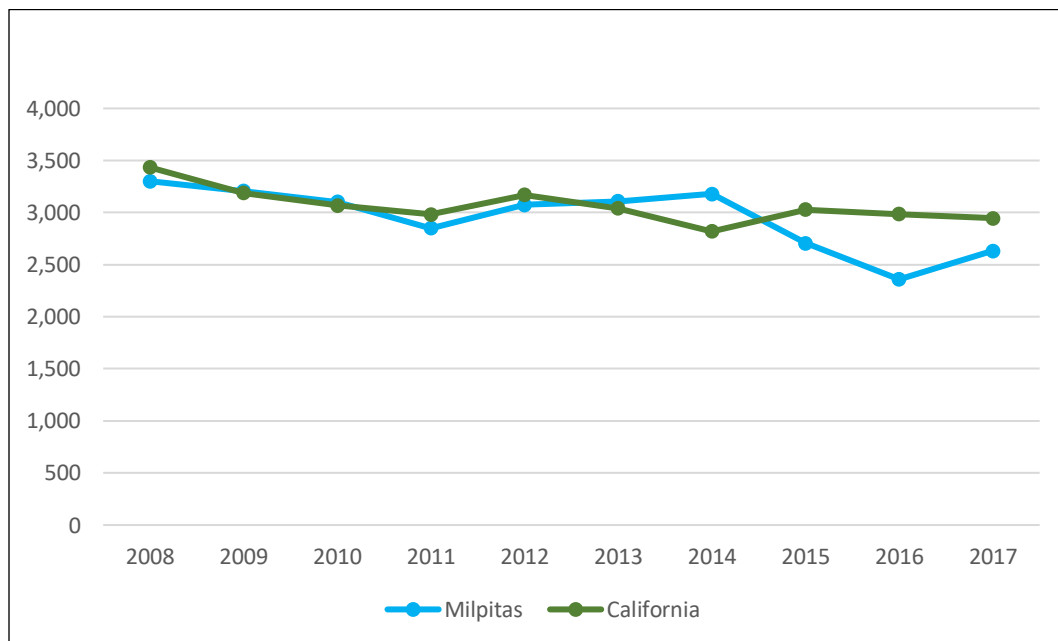


TABLE 12-22: Reported Milpitas, California, and National Crime Rates, by Year

Year	Milpitas				California				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2008	67,282	221	3,080	3,301	36,876,276	502	2,931	3,433	309,327,055	438	3,055	3,493
2009	68,047	194	3,013	3,207	37,061,435	471	2,717	3,188	312,367,926	416	2,906	3,322
2010	66,790	136	2,966	3,102	37,346,022	439	2,629	3,068	314,170,775	393	2,833	3,225
2011	67,575	151	2,699	2,850	37,819,249	410	2,574	2,983	317,186,963	376	2,800	3,176
2012	68,433	118	2,956	3,075	38,183,375	421	2,747	3,169	319,697,368	377	2,758	3,135
2013	69,522	134	2,973	3,107	38,498,377	394	2,646	3,041	321,947,240	362	2,627	2,989
2014	70,568	159	3,020	3,178	38,970,399	389	2,430	2,819	324,699,246	357	2,464	2,821
2015	75,520	102	2,603	2,705	39,315,550	424	2,605	3,029	327,455,769	368	2,376	2,744
2016	79,990	120	2,239	2,359	39,421,283	443	2,541	2,984	329,308,297	383	2,353	2,736
2017	79,503	143	2,488	2,631	39,536,653	449	2,497	2,946	325,719,178	383	2,362	2,745

TABLE 12-23: Reported Milpitas, California, and National Crime Clearance Rates

Crime	Milpitas			California			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances*	Rate
Murder Manslaughter	2	1	50%	1,829	1,144	63%	15,657	9,645	62%
Rape	12	2	17%	14,724	5,427	37%	121,084	41,774	35%
Robbery	58	16	28%	56,609	17,324	31%	293,160	87,069	30%
Aggravated Assault	42	30	71%	105,391	56,227	53%	747,731	398,541	53%
Burglary	235	21	9%	176,638	18,871	11%	1,281,083	172,946	14%
Larceny	1978	269	14%	641,804	69,636	11%	5,072,970	974,010	19%
Vehicle Theft	296	7	2%	168,327	15,336	9%	720,346	98,687	14%

Note: *Clearances were calculated from crimes and rates, as these numbers are not directly available from FBI.

Item Attachment Documents:

20. Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook

Recommendation:

Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook
Category:	Leadership and Support Services
Meeting Date:	3/19/2019
Staff Contact:	Ashwini Kantak, 408-586-3053
Recommendation:	Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook.

Background: On February 26, 2019, at the City Council retreat, Council directed staff to bring back recommendations for establishing a formal process for setting the Council agenda. In addition to this, there was also discussion about what staff and Council could do to manage Council meetings more effectively.

Staff has researched the agenda setting process in other cities. The City of San Jose has a Rules and Open Government Committee, led by the Mayor and comprised of 4 other Councilmembers. This Committee meets weekly to review and approve the final agenda for the next Council meeting, consider any new items and review the administrative draft for the subsequent Council meeting. The Committee also reviews and approves other Committee workplans and study session agendas, and receives legislative updates and hears appeals of any public record act requests. Cities similar in size to Milpitas do not have a formal Council committee for agenda setting. Typically, the City Manager provides a look-ahead report of agenda items ranging from two weeks to three months to the Mayor or the entire Council and each Council meeting agenda is finalized in an informal discussion between the City Manager and Mayor/Mayor and Vice-Mayor.

The current practice of setting the Council agenda is that the City Manager, in conjunction with the executive leadership team, develops a draft agenda based on the following guidelines:

1. Policies, programs, and ordinances per established Council priorities and follow up to prior Council direction,
2. Capital projects that have been approved in the five year CIP,
3. Any reports that require Council approval, and
4. Requests from the Mayor or individual Councilmembers.

The City Manager discusses the agenda and the draft agenda for the subsequent meeting with the Mayor and all Councilmembers during 1:1 meetings. Additionally the City Manager also shares a six-month look ahead of major items coming to Council. A tentative agenda for each subsequent meeting is included as an agenda item for discussion in the prior Council meeting.

Analysis: Staff is proposing the following for Council consideration while discussing the establishment of a committee for setting the Council agenda.

Name of the Committee:

A Rules Subcommittee has already been included in the Open Government Ordinance, as outlined in Title I, Chapter 310, and Section 4 of the Milpitas Municipal Code. The role of this subcommittee was to specifically advise the City Council on the implementation of the Open Government Ordinance but the subcommittee has not met for several years. In order to avoid any confusion with the purpose of this Rules Subcommittee, Council may want to consider a different name for the proposed subcommittee such as the Council Ager

Subcommittee, or use the Rules Subcommittee name, but re-name the existing Rules Subcommittee that advises on the Open Government Ordinance.

Subcommittee Members:

As suggested at the City Council retreat, staff is recommending that the Mayor lead the agenda subcommittee since he is the presiding officer of the City Council. The Mayor may choose to directly appoint the second subcommittee member on an annual basis or have this appointment be considered by Council. In order to avoid a Brown Act violation, the City Attorney's office is recommending that no other Councilmember actively participate in any discussion at this proposed subcommittee. Otherwise, if three Councilmembers actively participate, then the subcommittee meeting will turn into a meeting of the full Council in violation of the Brown Act. Best practices would require that other councilmembers avoid attending the subcommittee meeting or attend only as an observer with no discussion.

Meeting Frequency:

Staff is recommending that the agenda subcommittee meet at least 10 days prior to a regular Council meeting. This will allow any changes to the agenda to be made in a timely manner prior to the publishing of the agenda six days before the Council meeting, as required by the Open Government Ordinance. If the agenda committee is unable to meet due to scheduling conflicts, staff will need to move forward with the City Council agenda without the subcommittee's input.

Committee Role and Scope:

The following are some items for Council to consider as they review and discuss the role and scope of this proposed subcommittee:

1. At the first meeting, the agenda subcommittee may want to approve criteria for items to be placed on the consent calendar. For example, all consent calendar items could fall into one of the following categories:
 - a. Approval of all Council minutes, calendars, setting dates for public hearings/meetings,
 - b. Final approval of leases and agreements, deeds, or easements,
 - c. Adoption of resolutions and/or ordinances when Council has given prior direction
 - d. Construction and professional service contracts for capital projects that were included in the adopted five year capital improvement program budget, do not require additional funding, and did not have any protests,
 - e. Contracts for services or goods over \$100,000 and under \$500,000,
 - f. Travel requests,
 - g. Acceptance of grants, and
 - h. Routine reports and updates that do not require discussion.
2. Review and approve the next regular Council agenda, including any changes to the order the items will be heard. If the Committee determines that an item needs to be pulled off consent, provide direction as to whether that item should be kept on the same agenda or moved to a subsequent meeting.
3. Review the administrative draft of the subsequent Council meeting agenda.
4. Review requests for any new agenda items from the Committee and direct City Manager to add to a future agenda. Requests from any other Councilmembers will be routed through the City Manager and included on the draft agenda with a notation as to the name of the Councilmember making the request.

Council Meeting Management Considerations

In addition to the recommendations related to an agenda subcommittee, Council may want to consider the following options for more effective meeting management of Council meetings:

1. Staff to develop the draft agenda based on guidelines for consent calendar and shall strive to place no more than 4-6 discussion items on the agenda to the extent possible;
2. Staff to provide a six-month look ahead on all major policy and program items to the Council Agenda subcommittee on a monthly basis;

3. Staff shall place items on the consent calendar in accordance with criteria approved by the proposed agenda subcommittee;
4. Agenda subcommittee shall review consent calendar items and provide advance direction to staff;
5. A no vote, abstention, or formal recusal due to a conflict of interest can be recorded without pulling item off the consent calendar;
6. Any items pulled off consent shall be heard last or at a subsequent meeting, depending upon the number of speakers and the anticipated length of the items that have been officially scheduled for discussion during that particular meeting; the Mayor shall make this determination at the Council meeting;
7. Council may send questions to the City Manager by noon on the day before the Council meeting; written responses can be provided to the full Council and published on the website. This will allow questions to be asked and responded to in a transparent manner in advance of the meeting;
8. If staff is asked to bring back an item, Council direction could outline specific information being requested so as to make the follow up discussion more efficient; and
9. A formal time check by the Council at 10 p.m. to determine which items may be deferred to the next meeting. This will avoid community members staying for long periods of time only to have their item of interest deferred.

In addition to the options discussed above, Council may also want to consider additional delegation of authority to the City Manager so as to enable Council to spend it's time primarily focused on major policies and programs, the City budget, land use approvals, and large contracts. Specific delegation of authority recommendations will be brought forward at a future date, such as the travel policy.

Fiscal Impact: Adding an additional publicly noticed meeting for every regular Council meet will result in additional staff time and may require re-prioritizing of other workload.

California Environmental Quality Act: Not applicable.

Recommendation: Discuss the formation of a Council Agenda Subcommittee and provide direction to staff on next steps. Provide direction to staff on meeting management items, if any, to be incorporated into the Council handbook.

Attachment: None

Item Attachment Documents:

21. Adopt a Resolution to amend the City of Milpitas Classification Plan to adjust the Salary Ranges of Unrepresented Police Management and Unrepresented Fire Management classifications and Approve to tie-in the MPOA and IAFF salary increases to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases and until expiration of current Memorandums of Understanding (MOU)

Recommendation:

3. Adopt a resolution amending the Classification Plan Salary Ranges.
4. Approve to Tie-In the Milpitas Police Officers Association (MPOA) and International Association of Fire Fighters (IAFF) salary increases to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases and until expiration of current Memorandums of Understanding (MOU).



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to amend the City of Milpitas Classification Plan to adjust the Salary Ranges of Unrepresented Police Management and Unrepresented Fire Management classifications and Approve to tie-in the MPOA and IAFF salary increases to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases and until expiration of current Memorandums of Understanding (MOU)
Category:	Leadership and Support Services
Meeting Date:	3/19/2019
Staff Contact:	Liz Brown, 408-586-3086
Recommendation:	1. Adopt a resolution amending the Classification Plan Salary Ranges. 2. Approve to Tie-In the Milpitas Police Officers Association (MPOA) and International Association of Fire Fighters (IAFF) salary increases to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases and until expiration of current Memorandums of Understanding (MOU).

Background:

The City of Milpitas and the Milpitas Police Officers Association (MPOA) negotiated a Memorandum of Understanding (MOU) with a five (5) year term from January 1, 2017 through December 31, 2021. Salary increases were negotiated in that agreement and they are as follows: 3% base increase effective March 2017, 3.5% base increase effective January 2018, 4% base increase effective January 2019; 4.5% base increase effective 2020 and a 5% base increase effective 2021.

The City also negotiated an MOU with Milpitas International Association of Fire Fighters (IAFF) with a four (4) year term from July 2018 through June 30, 2022. Salary increases negotiated in that agreement they are as follows: 5% base increase effective July 2018; 4% base increase effective July 2019; 4% base increase effective July 2020 and 4% base increase effective 2021.

Since 2018, the Unrepresented Police classifications, which include Police Captain and Chief of Police (and as of June 2018 the classification of Assistant Chief of Police) as well as the Unrepresented Fire classifications, which include Assistant Fire Marshal, Chief Fire Enforcement Officer, Deputy Fire Chief and Fire Chief, all received a 3% salary adjustment in 2018, prior to that they did not receive salary increases for at least four (4) years since 2014.

As a result of the different salary increases noted above, POA and IAFF salary increases are increasing at a higher percentage rate as compared to the Unrepresented Police Management classifications and the Unrepresented Fire Management classifications, creating a compaction issue.

The City has also identified another salary compaction issue based on the amount of negotiated Special Pays that are received by MPOA and IAFF and not received by the Unrepresented Police and Fire Management. As an example, a Police Lieutenant, MPOA member, is eligible to receive up to 36.1% in negotiated special pay, such as supplemental certification pay, assignment pay, and longevity pay, that Unrepresented Police Captains, Assistant Chief and the Police Chief are not eligible for. The base salary spread between a Police Captain and Police Lieutenant is 22.9%. With the ability to earn 36.1% in Special Pay, a Police Lieutenant could technically earn 13.2% more than his Supervisor, a Police Captain.

The City also engaged in a Professional Services Agreement with Koff and Associates, a Human Resources Consulting service, to conduct an internal equity compensation study as it relates to the comparison of management class families within the Police Department and Fire Department. The study Koff and Associates confirmed a compaction issue between the following Unrepresented Police and Fire Management classifications: between Police Captain and Assistant Chief of Police classification and between the Assistant Chief of Police and the Police Chief classification, as well as compaction between the Deputy Fire Chief and the Fire Chief classification.

Analysis:

To mitigate the impact of compaction between the classifications and to ensure that there is a clear path to succession planning within each department, staff is recommending that the Unrepresented Police Management classification and Unrepresented Fire Management classification salaries be tied to the MPOA and IAFF salary increases respectively, beginning with Unrepresented Fire in July 2019 and Unrepresented in January of 2020. This will maintain a consistent salary separation between the classifications within the Represented and Unrepresented groups. The tie between the salary increases will be effective until the expiration of the current MOU's (MPOA expires December 31, 2021 and IAFF expires June 30, 2022) and will again be evaluated as part of the next round of MOU discussions.

To bring the Police Captain to parity with the POA salary range increases, it is recommended to catch up on the difference of percentage increases that have been applied since March 2017, which would be a 4.5% increase to the Police Captain salary range.

To bring the Deputy Fire Chief to parity with IAFF and in parity with the Police Captain salary range, we recommend an increase of 4.5% increase to the salary range.

To address compaction and internal equity staff is recommending amending the internal equity salary differential between the Police Lt. and Police Captain, the Police Captain and the Assistant Chief of Police salary, and between the Assistant Chief of Police and Chief of Police. In addition, staff recommends amending the internal equity differential between the Battalion Chief and Deputy Fire Chief and between the Deputy Fire Chief and Fire Chief.

In addition, the Police Captain and Deputy Fire Chief salaries have historically been in alignment with each other, along with the Police Chief and Fire Chief salaries. The request is to amend the salary ranges to the following classifications: Police Captain, Assistant Police Chief, Police Chief, Deputy Fire Chief and Fire Chief. Increases will be considered upon merit or promotion/appointment. Staff understands that through negotiations salary ranges will not be exact, they should be in proximity, as such in order to maintain the equity within the ranks, as well as between Police and Fire Unrepresented Classifications it is recommended that the following increases be applied:

Classification	From Current Monthly Salary	From Current Annual Salary	Approximate Percent Increase	To New Monthly Salary	To New Annual Salary	Differential
Police Chief	\$14,714.25 to \$20,599.95	\$176,570.94 to \$247,199.42	5.80%	\$15,567.68 to \$21,794.75	\$186,812.05 to \$261,536.99	5% above Asst. Chief and
Assistant Police Chief	\$15,333.33 to \$19,166.67	\$183,999.92 to \$229,999.90	8.30%	\$16,606.00 to \$20,757.50	\$177,921.00 to \$249,089.89	5% above Captain
Police Captain	\$13,512.18 to \$18,917.06	\$162,146.14 to \$227,004.70	4.5%	\$14,120.29 To \$19,768.32	\$169,442.72 to \$237,219.91	27.5% above Lt.(Eligible for up to 36.1% in Special Pays)
Fire Chief	\$14,401.12 to \$20,162.00	\$172,813.42 to \$241,938.84	8.1%	\$15,567.68 to \$21,794.75	\$186,812.05 to \$261,536.99	10.25% above Deputy Chief
Deputy Fire Chief	\$13,512.14 to \$18,917.00	\$162,145.62 to \$227,003.92	4.5%	\$14,120.19 to \$19,768.26	\$169,442.17 to \$237,219.10	20% above BC (Overtime eligible)

Future Discussion:

A matter that will need further discussion and review is the amount of negotiated special pays that MPOA and IAFF members are eligible to earn compared to Unrepresented Police and Fire that are not eligible for the same special pay. Examples of special pay for POA include Longevity Pay, Intermediate or Advance Post Certification Pay, Bilingual Pay, Holiday in Lieu, Shift Differential Pay, etc. In addition, all of these pays are included as their hourly rate of pay which counts towards MOU Overtime.

A 26 year sworn police officer could make as much as 15.1% each pay period in Longevity Pay alone. As described in brief earlier in this report, with all of the special pay available in the POA MOU a POA Police Lieutenant has the ability to make up to 36.1% in special pay. The highest paid classification in the POA is a Police Lieutenant (Lt.). The next classification above the Police Lt. is a Police Captain. The Police Captain classification is included in the Unrepresented Police group.

Thus, even the above recommended 4.5% increase to the Police Captain salary range, the 27.5% spread between a Police Captain and a Police Lieutenant would still not be adequate to make up for the loss of special pay when a Police Lt. promotes to a Police Captain. There is a similar issue due to special pay with IAFF between Battalion Chiefs and Deputy Fire Chiefs.

Just increasing the Unrepresented Sworn salaries to address this issue is also not a viable solution as this would create other compaction and internal equity issues within the Unrepresented Employee group. Thus, to develop a comprehensive solution to this issue will require further analysis and evaluation and will be brought forward to Council at a future time.

Policy Alternatives

Alternative 1: To tie the salaries increases of Unrepresented Police and Fire staff to the MPOA and IAFF MOUs on an ongoing basis.

Pros: Will address part of the salary compaction issue on an ongoing basis.

Cons: Will impact the decision making ability of future Councils and also not address the issue comprehensively.

Reason not recommended: May hinder the decision making ability of future Councils.

Alternative 2: To not take any action tonight, and maintain the current salary ranges for Unrepresented Police and Fire Management.

Pros: No future increase in salary expenditures

Cons: Salary creep will occur and there will not be an equitable salary range separation between Job Family Classifications within the Represented and Unrepresented Police and Fire Management classifications. It will be difficult to promote from within or hire into the Unrepresented Police and Fire classifications due to salaries and earnings that could be less than what a represented POA or IAFF member is earning.

Reason not recommended: The City is motivated to continue to provide internal candidates an opportunity to promote from within. If we do not start making progress in correcting the compaction problem between the MPOA and IAFF with the Unrepresented Police and Fire Management respectively, we will not be able to recruit and retain these Police and Fire Management positions.

Fiscal Impact: There is no immediate fiscal impact. This request is not to provide an automatic increase but to request salary range adjustments so there would be room for growth. The employees within the above mentioned classifications are paid within the range of the recommended new salary ranges. Any merit increases or salary adjustments would be based on performance and anniversary dates and can be absorbed within the Departments' budgets through salary savings.

California Environmental Quality Act:

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

Recommendations:

1. Adopt a resolution amending the Classification Plan Salary Ranges, effective March 21, 2019.
2. Approve to tie-in the MPOA and IAFF salary increases and their effective dates through the expiration of the current MPOA and IAFF Memorandum of Understandings to Unrepresented Police and Unrepresented Fire Management to their respective bargaining units beginning with the next upcoming MOU increases (IAFF to Unrepresented Fire Management in July 2019) (MPOA to Unrepresented Police Management in January of 2020).

Attachment: Resolution Amending Classification Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO ADJUST THE SALARY RANGE FOR UNREPRESENTED POLICE AND UNREPRESENTED FIRE MANAGEMENT CLASSIFICATIONS

WHEREAS, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

WHEREAS, amendments to the Classification Plan are necessary to account for changes within the organization, transfer of duties, new job responsibilities, and adjustments to salary ranges; and

WHEREAS, from time to time salary ranges are adjusted to avoid salary compaction and maintain salary parity.

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. Resolution No. 1626, as amended, is hereby further amended effective March 19, 2019, as follows:

A. ADJUST THE FOLLOWING CLASSIFICATION SALARY RANGES:

Classification Title	Current Salary	Proposed Salary
Police Captain	\$162,146.14 - \$227,004.70	\$169,442.72 - \$237,219.18
Assistant Chief of Police	\$183,999.92 - \$229,999.90	\$177,921.00 - \$249,089.89
Chief of Police	\$176,570.94 - \$247,199.42	\$186,812.05 - \$261,536.99
Deputy Fire Chief	\$162,145.62 - \$227,003.92	\$169,442.17 - \$237,219.10
Fire Chief	\$172,813.42 - \$241,938.84	\$186,812.05 - \$261,536.99

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Item Attachment Documents:

- 22. Adopt a Resolution Amending the Classification Plan to Establish and Authorize an Employee Relations Officer position for the Human Resources Department 2018-19 Budget (Staff Contact: Liz Brown, 408-586-3086)**

Recommendation: Adopt a Resolution to Amend the Classification Plan to establish the classification and salary range of Employee Relations Officer, and authorize one additional Full Time Equivalent (FTE) Employee Relations Officer position for the FY 2018-19 Human Resources Department Operating Budget.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Amending the Classification Plan to Establish and Authorize an Employee Relations Officer position for the Human Resources Department 2018/2019 Budget
Category:	Leadership and Support Services
Meeting Date:	3/19/2019
Staff Contact:	Liz Brown, 408-586-3086
Recommendation:	Adopt a Resolution to Amend the Classification Plan to establish the classification and salary range of Employee Relations Officer, and authorize one additional Full Time Equivalent (FTE) Employee Relations Officer position for the 2018/2019 Human Resources Department Operating Budget.

Background:

On February 19, 2019, staff proposed adding an Assistant Human Resources (HR) Director as part of the Mid-Year 2018-19 Budget actions. Although the City Council did not approve this request, they did direct staff to return to City Council with a proposal to address the critical and urgent needs in HR. Council asked staff to bring back recommendations for a position, with a focus on labor and employee relations, and to look at options to update several outdated HR policies with a combination of staff and contractual services

Analysis:

Proposed Employee Relations Position

Based on our research of peer cities, we are requesting to add a classification titled Employee Relations Officer which will provide assistance to the City with Labor Relations, Training and Policy updates. This position will be a single-position classification and is characterized by its managerial responsibility over those three major areas. The incumbent will serve as a negotiator in collective bargaining. The Employee Relations Officer will be expected to develop and recommend negotiation proposals; assist in negotiating labor contracts; administer and interpret memorandum of understandings; process grievances; provide procedural guidance and advice on discipline matters. In addition, the Employee Relations Officer will oversee City Wide training (mandated and staff development) and will assist the HR Director with maintaining and creating policies.

The HR Director will continue to oversee additional complex matters including employee investigations, classification and compensation work, continue to stay abreast and maintain compliance of employment and labor law, benefits administration, and provide guidance and direction to the ER Officer with negotiations, discipline, training and policy work. The HR team as a whole will continue to provide recruitment services, salary and benefit data for payroll processing, leave and benefit services and assist with the implementation of a Human Resources Information Systems (HRIS). HRIS is a human resources computer software that combines systems to manage critical employee information to include salary, benefits, maintaining qualifications for the job, employee performance evaluations and fulfilling training obligations.

The salary range for this classification has been studied both externally and internally. Human Resources Manager/Employee Relations Officer salaries were looked at from the following agencies: Sunnyvale, Cupertino, Mountain View, Campbell, San Jose, Santa Clara and Santa Clara Valley Transportation Authority. The average salary collectively was \$175,423.00 annually. We also studied the comparable classifications internally to maintain equity within the City of Milpitas

To continue to be competitive within the region, in this professional classification, and to maintain the City of Milpitas' internal equity at this classification level, we are recommending that the salary range be placed at \$119,480 to \$167,271.78 annually. The City hires based on qualifications and experience and typically places employees between the starting range of the salary to 85% of the top of the range.

The anticipated level of experience and qualifications for this salary range is expected to support the need of the City in Human Resources. This position will provide services that are critically needed especially in the areas of labor relations, training and policy.

Staff is also looking at options to use the City Attorney and/or other consultants to assist Human Resources to update and create policies. The average hourly rate of a consultant can vary from \$100 to \$300 per hour. There are approximately thirty (30) HR related policies that need to either be reviewed, updated or created. Each policy will require some level of research from the City Attorney or other consultants and additional time from HR staff to "Meet and Confer" with bargaining units and to conduct employee engagement and training as needed. The Employee Relations Officer will lead this overall effort and will work with the City Attorney and other consultants.

Policy Alternatives:

Alternative 1: Adopt the Resolution as a 2 year limited term position effective as soon as Human Resources fills the position through June 30, 2021. The City will evaluate the ongoing need for this position before that date.

Pros: Can review the ongoing need for the position.

Cons: The limited term position may not provide us with a qualified applicant pool for an Employee Relations Officer. Experienced candidates are unlikely to leave their current employers for a temporary position of 2 years. This approach will also not meet the City's long term needs on labor and employee relations, trainings, and policy updates.

Reason not recommended: The reasons to not recommend this alternative are two-fold. First, the need for this level of position in a full service City with over 400 employees is long-term. Although the immediate policy updates will be completed in the two year term, the need to continually stay current with laws and regulations, to negotiate with bargaining groups, to work on employee relations, and to track and administer mandated trainings is continuous. Hiring consultants to meet these needs is not cost-effective nor does it eliminate the need for HR staff to implement the changes. The second reason for not recommending a limited term position is that the City may not be able to attract qualified candidates due to the short term nature of the position. The proposed salary range is already slightly lower than the average in peer cities and the limited term position will make it more challenging to fill the position.

Fiscal Impact:

Anticipating that this position will be filled by May 1, 2019 the cost to the Human Resources Operating Budget for the 2018/2019 fiscal year including salary, plus benefits equates to \$38,786.00. The fiscal impact for the 2019/2020 fiscal year including salary, plus benefits is as follows: salary is assumed to be at 85% of the salary range at \$142,180.00 with pension contributions at \$58,160.00 and other benefits at \$32,587.00 for a total of approximately \$232,927.00.

California Environmental Quality Act:

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

Recommendation:

1. Adopt a resolution amending the Classification Plan to establish the classification of Employee Relations Officer and authorize (1) Employee Relations Officer position to be added to Human Resources Department

Attachment:

Resolution to Amend Classification Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING
RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO ESTABLISH A NEW
CLASSIFICATION, SALARY RANGE AND POSITION AUTHORIZATION**

WHEREAS, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

WHEREAS, amendments to the Classification Plan are necessary to account for changes within the organization, transfer of duties, new job responsibilities, and adjustments to salary ranges; and

WHEREAS, the annual mid-year budget process necessitates new classifications and salary ranges and changes in position authorizations that will result in modifications to the Classification Plan.

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. Resolution No. 1626, as amended, is hereby further amended effective March 19, 2019, as follows:

**A. ESTABLISH NEW CLASSIFICATION WITH THE FOLLOWING TITLE
AND SALARY RANGE:**

Title	Proposed Salary Range
Employee Relations Officer	\$119,480 to \$167,271.78

B. AUTHORIZE THE FOLLOWING POSITION:

Authorize one (1) Employee Relations Officer in the Human Resources Department

3. The City Council directs the Human Resources Director to create a job description for the above new classification to include in the Classification Plan and submit it to the City Manager for approval on or before the date of position activation.

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mary Lavelle, City Clerk

APPROVED:

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Item Attachment Documents:

- 23. Receive and Review Preview Agenda for City Council Meeting on April 2, 2019 (Staff Contact: Mary Lavelle, 408-586-3001)**

PREVIEW CITY COUNCIL AGENDA

TUESDAY, APRIL 2, 2019

CONSENT CALENDAR

- 1) Receive City Council Calendar for April 2019
- 2) Approve City Council Meeting Minutes March 12 and 19, 2019
- 3) Approve Sole Source Purchase of AXON Body Worn Cameras, Tasers, Taser Cameras, Cloud-Based Storage and Accessories with AXON Enterprises, Inc. (John Torres, Martin Garcia)
- 4) Accept the FY 2019 Citizen Options for Public Safety (COPS) Grant (Armando Corpuz, Jared Hernandez)
- 5) Approve Agreements with Dryco Construction Inc. for Tennis Court Rehab at Pinewood and Browne Parks (Tony Ndah, Christopher Schroeder)
- 6) Authorize the City Manager to Execute Agreement with Swinerton Builders in the amount of \$219,983 for Construction Management Services for Fire Station No. 2 Replacement, Project No. 3447 (Steve Erickson)

PUBLIC HEARING

- 7) Time Extension for development project at 1316 S. Main Street (Michael Fossatti)

COMMUNITY DEVELOPMENT

- 8) Report of the Tenant Protection Task Force (Sharon Goei)

COMMUNITY SERVICES

- 9) Adopt a Resolution approving purchase of NO-DES vehicle \$500,000+ for Public Works (Tony Ndah)
- 10) Approve Recommendation for Library Funding (Renee Lorentzen)
- 11) Approve Purchase and Sale Agreement for 1831 Tarob Ct (Steve McHarris)
- 12) Approve Purchase and Sale Agreement for 1700 Sango Ct (Steve McHarris)

PUBLIC SAFETY

- 13) Staffing Analysis for the Milpitas Fire Department (Brian Sherrard)

LEADERSHIP

- 14) Approve revised Draft Commission By-Laws (Renee Lorentzen, City Attorney)
- 15) Per request of Councilmember Nunez, discuss Milpitas Historical Society's space at Great Mall (City Manager)

PREVIEW NEXT REGULAR MEETING

- 16) Regular City Council Agenda: April 16, 2019 (Mary Lavelle)