



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

AGENDA

TUESDAY, AUGUST 15, 2023

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

6:00 PM (CLOSED SESSION)

7:00 PM (PUBLIC BUSINESS)

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-2400

Para sa Tagalog, tumawag sa 408-586-3051

Para español, llame 408-586-3072

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

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

Meeting shall be livestreamed - Go to:

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

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

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

PUBLIC COMMENT INSTRUCTIONS

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

https://ci-milpitas-ca-gov.zoom.us/webinar/register/WN_pK5INxfSQ4CgyQH16hoM3g

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

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

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

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

CALL MEETING TO ORDER by Mayor and ROLL CALL by City Clerk (6:00 PM)

ADJOURN TO CLOSED SESSION

(a) PUBLIC EMPLOYEE APPOINTMENT/HIRING

Title: City Manager Recruitment Update

(b) CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation

Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
Facts and circumstances related to Claim against the City.

(c) CONFERENCE WITH LEGAL COUNSEL--Existing Litigation:

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

County Sanitation District 2-3, et al. v. City of San Jose, et al., Santa Clara Superior Court Case number 18CV325480, City as a Plaintiff.

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 Lien)

PRESENTATIONS (7:05 PM)

- Women's Equality Day (Proclamation)
- AeroTech Club (Commendation)
- Recognition of Jayceon Carswell and Jayden Petty – USA Jr. Olympics Track & Field Events

PUBLIC FORUM (7:15 PM)

Members of the public are invited to speak on any item that does not appear on today's agenda. Comments will be limited to three minutes or less at the Mayor's discretion. When called to speak, you are encouraged to state your name for the record. As an item not listed on the agenda, no action can be taken, however the City Council may instruct the City Manager to place the item on a future meeting agenda.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

READING OF THE CITY COUNCIL CODE OF CONDUCT

APPROVAL OF AGENDA

CONSENT CALENDAR (7:20 PM)

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

C1. Receive City Council Calendar of Meetings for August and September 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Receive City Council Calendar of Meetings for August and September 2023.

C2. Approve City Council City Council Meeting Minutes of August 8, 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Recommendation: Approve City Council Special Meeting minutes of August 8, 2023.

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

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

C4. Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

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

C5. Consider the Recommendation from Mayor Montano for Appointments to City Commissions and Declare an Unscheduled Vacancy (Contact: Mayor Montano, 408-586-3024)

Recommendation: (1) Receive the recommendation from Mayor Montano and approve appointments to City Commissions; and (2) Declare an unscheduled vacancy on the Community Advisory Commission and direct the City Clerk to post the notice of unscheduled vacancy.

C6. Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 20 through August 8, 2023 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3056)

Recommendation: Approve report of actions taken by the City Manager during the City Council Summer Recess from June 20 through August 8, 2023.

C7. Authorize and Approve Travel to Sacramento, CA, for Mayor Carmen Montano, Vice Mayor Evelyn Chua, and Acting City Manager Ned Thomas to Attend the League of California Cities Annual Conference and Expo to be Held on September 20-22, 2023, for a Combined Estimated Total Not-to-Exceed Amount of \$6,750.00 and Appoint Mayor Carmen Montano as the City's Voting Delegate and Vice Mayor Evelyn Chua as the City's Alternate Voting Delegate (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendation: (1) Authorize and approve travel to Sacramento, CA, for Mayor Carmen Montano and Vice Mayor Evelyn Chua to attend the Annual Conference of the League of California Cities scheduled on September 20 – 22, 2023, for a combined estimated total not-to-exceed amount of \$4,500.00 budgeted under the Individual Elected Official allocation for Conferences / Meetings / Trainings; (2) Authorize and approve travel to Sacramento, CA, for the Acting City Manager Ned Thomas to attend the Annual Conference of the League of California Cities scheduled on September 20 – 22, 2023, for a total estimated amount of \$2,250.00 budgeted under the City Manager's Office for Conferences / Meetings / Membership; and (3) Appoint Mayor Carmen Montano as the City's voting delegate and Vice Mayor Evelyn Chua as the alternate voting delegate for the 2023 Annual Conference.

C8. Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Alps Lodging 2, Inc. for the Springhill Suites Hotel Project at 1201 Cadillac Ct. (Staff Contact: Roberto Alonzo, Principal Civil Engineer, 408-586-3316)

Recommendation: Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Alps Lodging 2, Inc. for the Springhill Suites Hotel Project at 1201 Cadillac Ct.

- C9. Authorize the City Manager to Negotiate and Execute Amendment No. 1 to Master Agreement with Santa Clara Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek for up to \$650,000.00; Authorize Reimbursement to the Santa Clara Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452; and Approve Budget Appropriation of \$145,692 from the Sewer Infrastructure Replacement Fund, and \$505,170.00 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452 (Staff Contact: Matt Cano, Deputy City Manager/Interim City Engineer, 408-586-3012)**

Recommendation: (1) Authorize the City Manager to negotiate and execute Amendment No. 1 to Master Agreement with Santa Clara Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek for up to \$650,000.00; (2) Authorize reimbursement to the Santa Clara Valley Water District for City improvements completed as part of the Flood Protection Work, Project No. 3452; and (3) Approve budget appropriation of \$145,692.00 of the Sewer Infrastructure Replacement Fund, and \$505,170.00 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452.

- C10. Authorize the Acting City Manager to Execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P.; and Approve Budget Appropriation in the Amount of \$153,000.00 to the Non-Departmental Operating Budget in the TASP Fund (Staff Contact: Roberto Alonzo, Principal Civil Engineer, 408-586-3316)**

Recommendation: (1) Authorize the City Manager to execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P.; and (2) Approve budget appropriation in the amount of \$153,000.00 to the non-departmental operating budget in the TASP fund.

- C11. Receive and Review the FY 2022-23 Annual Report of Sole Source Contracts (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Recommendation: Receive and review the FY 2022-23 Annual Report of Sole Source Contracts.

- C12. Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2023-24 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)**

Recommendation: Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2023-24.

- C13. City of Milpitas Mutual Aid Assistance Agreement with City of Fremont (Staff Contact: Jason Schoonover, Fire Chief, 408-586-2811)**

Recommendation: Adopt a resolution authorizing the City Manager to execute the Mutual Aid Assistance Agreement with the City of Fremont for Emergency Response Services.

- C14. Adopt a Resolution Authorizing the City Manager to Execute Blanket Purchase Orders and Purchase Agreements with National Auto Fleet Group and Mission Valley Ford San Jose for a Combined Amount Not-to-Exceed \$1,200,000.00 and Approve Sole Source with Mission Valley Ford San Jose (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)**

Recommendation: Adopt a resolution authorizing the City Manager to execute blanket purchase orders and purchase agreements with National Auto Fleet Group and Mission Valley Ford San Jose for a combined amount not-to-exceed \$1,200,000.00 and execute purchase agreements and approve sole source with Mission Valley Ford San Jose.

- C15.** Receive an Update on the Emergency Repairs to the HVAC System and Equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)

Recommendation: (1) Receive an update on the emergency repairs to the HVAC system and equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

- C16.** Approve Three Youth Advisory Commission 2023 Scholarship Recipients (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: Approve three Youth Advisory Commission Community Service Scholarships of \$600.00 each for a total amount of \$1,800.00.

COMMUNITY DEVELOPMENT (7:30 PM)

- 17.** Receive Staff Report and Presentation; Provide Direction on the Options Related to the Development and/or Disposition of the Parcels Located at 1432–1488 South Main Street (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)

Recommendation: Receive staff report and presentation; provide direction on purchase of 1432-1446 S. Main Street (Parcel 1) from the Housing Authority, and on options related to the parcels located at 1452-1488 S. Main Street (Parcels 2 and 3).

COMMUNITY SERVICES AND SUSTAINABLE INFRASTRUCTURE (9:00 PM)

- 18.** Receive Report from the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) Community Task Force (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)

Recommendation: (1) Receive a report with the recommendations from the CEDAW Task Force; and (2) Consider the need for additional work by the CEDAW Task Force, or provide direction to sunset the Task Force on August 31, 2023.

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (9:30 PM)

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

ADJOURNMENT (9:35 PM)

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

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

July 2023						
S	M	T	W	T	F	S
2	3	4	5	6	7	1
9	10	11	12	13	14	8
16	17	18	19	20	21	15
23	24	25	26	27	28	22
30	31					29

Milpitas City Council Calendar

August 2023

September 2023					Item # C1.	
S	M	T	W	T	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 6:00 PM -National Night Out Citywide Neighborhoods Events	2 1:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 5:30 PM -Veterans Commission (CM) 7:00 PM -Community Advisory Commission (EC)	3 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Santa Clara VTA Board of Directors (CM) 6:00 PM - Pulte Homes EIR/Community Meeting	4	5
6	7	8 5:30 PM -Special Council Meeting	9 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	10 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 5:30 PM -Cities Assoc of SCC Legislative Action Committee (CM) 6:00 PM -Youth Advisory Commission (HL) 7:00 PM -Cities Assoc of SCC Board of Directors (CM)	11	12
13	14 4:30 PM -Economic Development and Trade Commission (CM)	15 6:00 PM -Closed Session 7:00 PM -City Council	16 4:00 PM -City Council Housing Subcommittee (CM/EC) 6:00 PM -Energy and Environmental Sustainability Commission (EC) 6:30 PM -Flag Raising Event: Indian Independence Day Celebration (Cesar Chavez Plaza)	17 10:00 AM -VTA Congestion Mgmt Prog and Planning Committee (CM) 3:00 PM -VTA Safety, Security, and Transit Planning & Operations Committee (CM) [San Jose]	18	19
20	21 Tent: 3:00 PM -1000 Hillview Court Stakeholder Group Meeting [location tbd]	22 1:30 PM -Senior Advisory Commission (CM) 6:00PM - Zoning Update Community Workshop (Virtual)	23 12:00 PM -SC Valley Water Commission (CM) 4:30 PM -City Council Transportation Subcommittee (CM/EC) 7:00 PM -Planning Commission	24 11:00 AM -City Council Finance Subcommittee (CM/EC) 1:30 PM -Emergency Operational Area Council Meeting (CM) [San Jose] 6:00 PM - Zoning Advisory Group	25	26
27	28	29 Tent: 5:30 PM -Special City Council Meeting – Council Handbook (location TBD)	30 6:00 PM - Planning Commission Special Meeting	31		

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

MILPITAS CITY COUNCIL CALENDAR

September 2023

October						
S	M	T	W	4	5	6
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Item # C1.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	CITY HOLIDAY City Hall Closed 	4	5	6	7	8
		6:00 PM -Closed Session 7:00 PM -City Council	2:00 PM -Santa Clara VTA Monthly Briefing - Northeast Group (CM) (Santa Clara) 5:30 PM -Veterans Commission (CM) 7:00 PM -Community Advisory Commission (EC)	5:30 PM -Santa Clara VTA Board of Directors (CM) 5:30 PM -Milpitas Chamber of Commerce Board (GB) 5:30 PM -Cities Association of SCC: Legislative Action Committee (CM) 7:00 PM -Cities Association of SCC: Board of Directors (CM)		9
10	11	12	13	14	15	16
	4:30 PM -Economic Development and Trade Commission (CM)		4:30 PM -City Council Finance Subcommittee (CM/EC) 7:00 PM -Planning Commission 7:00 PM -Silicon Valley Clean Energy Board of Directors (EC) (Cupertino)	Tent: Special Council Meeting [time and location tbd] 4:00 PM -Santa Clara VTA Policy Advisory Committee (EC) 4:00 PM -Treatment Plant Advisory Committee (CM) (San Jose) 6:00 PM -Youth Advisory Commission (HL)	Tent: Special Council Meeting [time and location tbd]	
17	18	19	20	21	22	23
	7:00 PM -Science, Technology, and Innovation Commission (GB) 7:00 PM -Library and Education Commission (EC) (Milpitas Public Library)	5:00 PM -Closed Session 7:00 PM -City Council	6:00 PM -Energy and Environmental Sustainability Commission (EC)	6:30 PM -Bay Area Water Supply Conserv Agency (CM) (Oak Room - San Mateo Main Library) 7:00 PM -Public Safety and Emergency Preparedness Commission (HL)		
24	25	26	27	28	29	30
	7:00 PM -Arts Commission (EC)		7:00 PM -Planning Commission			



SPECIAL MEETING OF THE MILPITAS CITY COUNCIL

Item # C2.

MINUTES TUESDAY, AUGUST 8, 2023

The City Council of the City of Milpitas convened in a Special Meeting of the Milpitas City Council on August 8 2023, in the City Hall Council Chamber, 455 E. Calaveras Blvd, Milpitas, CA, and via teleconference/ Zoom webinar.

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

Mayor Montano called the meeting to order at 5:31 PM. Roll Call was taken by City Clerk Guzzetta.

PRESENT: Mayor Montano, Vice Mayor Chua, Councilmembers Barbadillo, Lien and Phan.

ABSENT: None.

Councilmember Garry Barbadillo participated remotely from 5329 Thunder Ridge Circle, Rockling, CA 95765, pursuant to California Government Code Section 54953.

City Attorney Mutalipassi announced the closed session items.

The City Council adjourned to Closed Session at 5:34 PM.

ADJOURN TO CLOSED SESSION

(a) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representative: Nick Raisch, Human Resources Director

Bargaining unit: LIUNA, UPEC (Pro-Tech, MEA, MidCon), IAFF, MPOA

(b) CONFERENCE WITH LEGAL COUNSEL--Existing Litigation:

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

County Sanitation District 2-3, et al. v. City of San Jose, et al., Santa Clara Superior Court Case number 18CV325480, City as a Plaintiff.

(c) CONFERENCE WITH LEGAL COUNSEL—Existing Litigation

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

Alok Jain, et al. v. City of Milpitas, et al., Santa Clara Superior Court case number 18CV325365
City as Defendant

The City Council reconvened in open session at 6:54 PM.

CLOSED SESSION ANNOUNCEMENT:

City Attorney Mutalipassi announced there was nothing to report.

PLEDGE OF ALLEGIANCE

Mayor Montano led the Pledge of Allegiance.

INVOCATION

Councilmember Lien presented the invocation.

PRESENTATIONS

Mayor Montano presented a proclamation in recognition of "American Muslim Appreciation and Awareness Month" and, joined by the City Council, presented Certificates of Appreciation to participants in the Main Street Graffiti Clean-Up Event.

PUBLIC FORUM

There were the following public speakers:

1. Joseph Weinstein
2. Voltaire Montemayor

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any personal conflicts of interest. By roll call, there were no conflicts of interest. City Attorney Mutalipassi asked the Mayor and City Councilmembers if they had any reportable campaign contributions. By roll call, there were no reportable campaign contributions.

READING OF THE CITY COUNCIL CODE OF CONDUCT

Mayor Montano read the Code of Conduct.

APPROVAL OF AGENDA

Motion: to approve the August 8, 2023 Special Meeting Agenda.

Motion/Second: Vice Mayor Chua / Councilmember Lien

Motion carried by the following:

AYES: Councilmembers Barbadillo, Lien, Phan, Vice Mayor Chua, and Mayor Montano

NOES: None

CONSENT CALENDAR

Motion: to approve the Consent Calendar, pulling Items C2 and C7

Motion/Second: Vice Mayor Chua / Councilmember Barbadillo

Motion carried by the following:

AYES: Councilmembers Barbadillo, Lien, Phan, Vice Mayor Chua, and Mayor Montano

NOES: None

There were no public speakers.

1. **Receive City Council Calendar of Meetings for August 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Received the City Council Calendar of Meetings for August 2023.

2. **Approve City Council City Council Meeting Minutes of June 20, 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Pulled from Consent Calendar.

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

Received the list of anticipated agenda items for the next regular City Council meeting.

4. **Receive and Review the List of Agenda Items Requested by City Councilmembers (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Reviewed the list of items that have been requested by City Councilmembers and provided direction to staff as necessary.

5. **Accept Commissioner Resignations (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)**

Accepted the resignations of Rachel Plummer and Natalie Chen from the Youth Advisory Commission, Jose Rosario and Mike Bilbao from the Community Advisory Commission, Paul Medawar from the Economic Development and Trade Commission, and Chris Salian and Vikash Venkataramana from the Energy and Environmental Sustainability Commission; and directed the City Clerk to post the notice of unscheduled vacancies.

6. **American Rescue Plan Act (ARPA) Workforce Development Program Funding (Staff Contact: Alex Andrade, Economic Development Director, 408-586-3046; and Margaret Tamisiea, Senior Special Projects Associate, 408-586-3047)**

Approved an American Rescue Plan Act (ARPA) Workforce Development grant in the amount of \$44,720.00 for SEMI Foundation to support hands-on learning using Science, Technology, Engineering, and Mathematics (STEM) Kits benefitting local youth in workforce development and education services.

7. **Approve and Execute Amendments to the Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) and Subscription and Services Agreement with RideCo for Milpitas SMART (Staff Contact: Jay Lee, Interim Planning Director, 408-586-3077)**

Pulled from Consent Calendar.

PUBLIC HEARINGS

8. **2023 Weed Abatement Assessments Public Hearing and Adopt a Resolution to Confirm the Assessment Report (Staff Contact: Arthur Belton, Deputy Fire Chief / Fire Marshal, 408-586-3384)**

Deputy Fire Chief / Fire Marshal Belton presented the report.

Mayor Montano opened the public hearing.

There were the following public speakers:

1. Voltaire Montemayor

Mayor Montano closed the public hearing.

Deputy Fire Chief / Fire Marshal Belton responded to questions from the City Council.

After discussion, motion: to adopt a **Resolution No. 9266** confirming the 2023 Weed Abatement Assessment Report and the assessment list to be entered into the tax assessment rolls.

Motion/Second: Vice Mayor Chua / Councilmember Barbadillo

Motion carried by the following:

AYES: Councilmembers Barbadillo, Lien and Phan, Vice Mayor Chua, and Mayor Montano

NOES: None

ITEMS PULLED FROM CONSENT CALENDAR

C7. Approve and Execute Amendments to the Funding Agreement with the Santa Clara Valley Transportation Authority (VTA) and Subscription and Services Agreement with RideCo for Milpitas SMART (Staff Contact: Jay Lee, Interim Planning Director, 408-586-3077)

Recommendation: (1) Approve amendments to the funding agreement with the Santa Clara Valley Transportation Authority (VTA) and subscription and services agreement with RideCo for Milpitas SMART related to changing the program from a hub-and-spoke to a point-to-point service model; and (2) Authorize the City Manager to execute the amended agreements.

Acting City Manager Thomas introduced the item. Interim Planning Director Lee presented the report and responded to questions from the City Council.

Vice Mayor Chua asked for staff to look into extending service hours, explore options for free ridership including cost to the city and how it would be funded, and to include that information with the Milpitas SMART presentation scheduled for September.

There were the following public speakers:

1. Voltaire Montemayor

After discussion, motion: to approve amendments to the funding agreement with the Santa Clara Valley Transportation Authority (VTA) and subscription and services agreement with RideCo for Milpitas SMART related to changing the program from a hub-and-spoke to a point-to-point service model; and to authorize the City Manager to execute the amended agreements.

Motion/Second: Councilmember Lien / Vice Mayor Chua

Motion carried by the following:

AYES: Councilmembers Barbadillo, Lien and Phan, Vice Mayor Chua, and Mayor Montano

NOES: None

C2. Approve City Council Meeting Minutes of June 20, 2023 (Staff Contact: Suzanne Guzzetta, City Clerk, 408-586-3001)

Councilmember Phan asked that the consensus polled for future agenda items more clearly reflect the decision made in the meeting minutes.

After discussion, motion: to approve City Council meeting minutes of June 20, 2023.

Motion/Second: Councilmember Lien / Vice Mayor Chua

Motion carried by the following:

AYES: Councilmembers Barbadillo, Lien and Phan, Vice Mayor Chua, and Mayor Montano

NOES: None

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS

Vice Mayor Chua congratulated staff for the success of the Retro Milpitas event. She asked that Acting City Manager Thomas look into the former Teen Center building at the Sports Center and what it would take to convert it to an indoor pickleball court. By unanimous consensus, the item was approved to move forward.

Councilmember Lien asked to agendaize a closed session item to discuss the claim of the former Milpitas City Manager. Acting City Manager Thomas noted that the item is currently scheduled for a Closed Session discussion at the next Council meeting.

Mayor Montano also recognized the Retro Milpitas event.

Councilmember Barbadillo asked for staff to ensure that the discussion of the claim for the former Milpitas City Manager appears on the next agenda per Councilmember Lien's request and Acting City Manager Thomas' response.

ADJOURNMENT

Mayor Montano adjourned the meeting at 8:13 PM.

Draft meeting minutes submitted by City Clerk, Suzanne Guzzetta

TENTATIVE CITY COUNCIL AGENDA ITEM LIST

Item # C3.

as of 8/10/2023

September 5, 2023 – Regular Meeting

CLOSED SESSION

- Labor Relations

INVOCATION (Councilmember Barbadillo)

PRESENTATION

- National Suicide Prevention Week (Proclamation)
- National Preparedness Month (Proclamation)

CONSENT CALENDAR

1. Receive City Council calendar for September 2023 (City Clerk)
2. Approve City Council Meeting minutes of August 15, 2023 and August 29, 2023 (City Clerk)
3. Preview list of items for September 19, 2023 (City Clerk)
4. Councilmember Request List (City Clerk)
5. Commission Appointments (City Clerk)
6. Operations & Maintenance Agreement for 355 Sango Court (Engineering)
7. Trail Maintenance Agreement for 355 Sango Court (Engineering)
8. Landscape Maintenance Agreement for 355 Sango Court (Engineering)
9. Report on Emergency HVAC Repairs (Public Works)

PUBLIC HEARINGS

10. Consolidated Action Plan Evaluation Report (CAPER) (Housing)

COMMUNITY DEVELOPMENT

11. Milpitas SMART Discussion (City Manager and Planning)
12. Permanent Local Housing Allocation and State Housing Funds (Housing)

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

OPEN ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
1	Look into what would be needed to convert the unused Teen Center space at the Sports Center to an indoor pickleball court.	Chua	8/8/2023	This item will be preliminarily reviewed by the City Manager's Office in August 2023. Any potential next steps will be determined following this preliminary review.
2	At the next Council meeting, to bring back the ARPA Workforce Development Program funded STEM kits for consideration.	Montano	6/20/2023	Approved by City Council at the August 8, 2023 meeting.
3	Consider a Safe Parking Program to find businesses and churches that would allow the unhoused to sleep in their cars and vans	Montano	6/20/2023	This item will be discussed at the next Council prioritization meeting.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
4	Human Resources Director to conduct a job fair specific to the job openings at City Hall	Chua	5/2/2023	June 2023 update: Staff is evaluating synergies with existing Economic Development activities and endeavors to which recruiting efforts can be incorporated and creates space for multiple events throughout the year increasing overall exposure to local talent
5	Satellite Consulate Office	Montano	2/28/2023	Approved to move forward at the June 2023 Quarterly City Council Workplan Items Prioritization Session on 6/20/23.
6	Have the City look into the possibility of a Citywide Senior Discount	Barbadillo	2/7/2023	Approved to move forward at the June 2023 Quarterly City Council Workplan Items Prioritization Session on 6/20/23.
7	City Manager to look into defining either a standalone teen center or updating information to indicate the Senior Center also functions as a Teen Center	Chua	9/20/2022	June 2023 update: A Teen Center Survey has been released and is currently gathering responses. It is anticipated that data on the use of the center and/or its programs relative to it's proximity to home and/or school, and the type of programming desired will provide the input needed for the resolution to this request. Discussed at February 2023 Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Prioritization Discussion on 2/7/23.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
8	Discuss converting vacant lot that was a basketball court into a community garden at Vasona and Adobe	Montano	8/16/2022	Staff conducted a survey of residents within an 800 foot radius from Adobe Ave., asking for feedback on potential recreational improvements to the area. Notification was sent via postcard to individual homes, NextDoor, Facebook, and Instagram. The survey was out for 3 weeks and 43 responses were received. Of those received, 16 identified themselves as living in the Adobe Ave/Vasona St. Neighborhood. The majority of residents currently use Adobe Ave to walk to school (Curtner Elementary) and as a pedestrian trail for fitness. Survey takers responded most favorably to turning the area into a parklet with some benches and greenery, followed by interest in a community garden. Residents indicated some concern over new uses of the area creating a noise and loitering issue in the neighborhood. Staff will present consolidate responses to the Mayor and City Council to receive further direction at the September 2023 priority setting meeting.
9	City Manager look into implementing a workshop for small businesses on the bidding process for projects in the city	Chua	8/9/2022	June 2023 update: Staff was scheduled to provide a report to the Economic Development and Trade Commission on June 12, 2023 however that meeting with postponed due to lack of quorum. Staff will present to the Commission in August 2023. Further analysis on options and alternatives to connect more local and local small City of Milpitas businesses to our procurement processes will continue through 2023. Discussed at February 2023 Quarterly City Council Workplan Items Prioritization Discussion; Approved to move forward during Prioritization Discussion on 2/7/23
10	Quarterly or Monthly crime statistics on Homekey Project	Chua	6/7/2022	Quarterly reports to City Council are ongoing.
11	Memorial Plaque in honor of youth skateboarder that passed away	Montano	6/7/2022	This request was approved as part of the FY23-24 Budget. Staff will begin working with the family in Fall 2023.
12	Funding to hire a consultant for the Sunnyhills Historical Designation on a state level	Tran	6/7/2022	Based on staff research, the best way to try for a Historical District Designation is at the National Level. This can be wrapped into the approved CIP for the Historical Resources Plan update or through grant consultant California Consulting. Request will be included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
13	Explore the policy for locking mechanisms on shopping carts for large commercial businesses	Tran	4/19/2022	June 2023 update: No change in status. Prior updates: MMC V-13-140 Mandatory Plan to Prevent Cart Removal includes requirement for physical measures to prevent cart removal however V-13-120 provides an exemption for cart owner that agrees to enter into a contract with a City-designated retrieval service. Staff suggestion to Council is to review this exemption and repeal it which would require all cart owners to have physical measures to prevent cart removal. Business outreach was conducted to grocery store operators in Q2 of 2022 to inquire about shopping cart removal and theft. Grocery stores contacted were Ocean Supermarket, Seafood City Supermarket, Chung Chou City, Milpitas Grocery Outlet, and 99 Ranch Market.
14	Explore an ordinance or policy to reduce thefts and increase security in the commercial retail parking areas	Chua	4/5/2022	June 2023 update: Security measures can be mandated for new or renevatng development projects but cannot be mandated for existing businesses. The Police Department has taken action to partner with existing businesses, including McCarthy Ranch and the shopping center at Barber Lane with regard to educaton and deterance, including placement of signage and cameras.
15	Request for Crossing Guards at McCandless and Montague Expressway and review wages for Crossing Guards	Montano	4/5/2022	Info Memos were sent to the City Council on 6/13/2022 and 1/27/2023. At the January 31st budget study session, Council voted to move to a contract model; Staff is in the middle of a citywide traffic study, which includes school aged pedestrian counts around schools in the City including the McCandless and Montague Expressway intersection.
16	Evaluate reopening the childcare center with a non-profit organization running the center	Montano	2/1/2022	No additional funds required to complete the internal review. Internal review can be done by late 2023. Approved during Spring Quarterly City Council Workplan Items Prioritization Discussion on 5/03/2022.
17	Requested an appropriation in an amount not to exceed \$250,000 to procure a contract to address the streetlights that are pending fieldwork.	Tran	2/1/2022	At this time, staff has sufficient Council approved resources to address the remaining streetlight outages; however, will bring relevant actions for Council consideration, if needed.
18	Staff to look into mural Art on Great Mall Parkway on the VTA owned Light rail pillars	Montano	11/16/2021	Staff has identified a potential location on Great Mall Parkway and is solidifying the workplan for installation.

**MILPITAS CITY COUNCIL
AGENDA ITEM REQUESTS**

Item # C4.

ACTIVE ITEMS				
Request No.	Topic	Submitted by:	Date Requested	STATUS and/or DATE scheduled on City Council meeting agenda:
19	Request for the City to make the temporary third-party food deliver fee caps permanent and add additional provisions for enforcement	Phan	11/16/2021	June 2023 update: The City Attorney's Office has prepared a confidential memorandum regarding potential legal issues and implementation of a food delivery cap. As stated in that memorandum, should the Council wish to move forward with a cap, the next step will be to authorize the retention of a consultant to determine if a factual basis exists to support the need for a further food delivery cap.
20	Have a picture of Albert Vogel Sr. put up in the Senior Center	Montano	10/19/2021	June 2023 update: The approved CC request included to add Maria Lemery and Albert Vogel to the Mural at the Senior Center. Staff has spoken to the artist and confirmed that additional images would not fit with the existing piece. However, due to the location of the current mural, additional mural panels featuring additional people could be added to the senior center entry way. Staff received interest from Mayor Montano to add Joanne Sousa to this request.
21	Include a bust of Maria Lemire on the Mural in front of the Senior Center	Montano	8/17/2021	included to add Maria Lemery and Albert Vogel to the Mural at the Senior Center. Staff has spoken to the artist and confirmed that additional images would not fit with the existing piece. However, due to the location of the current mural, additional mural panels
22	Staff to create a plan on how to increase the number of local businesses doing business with the City	Chua	4/6/2021	Staff is tracking this local business participation item as part of Council Priority Item 3 in Group 1 on this list; At 8/9/2021 Council meeting, Council voted that this item may have to come back for additional discussion because there may be some legal considerations.
23	Staff to provide information on a landmark policy for the City of Milpitas	Tran	3/16/2021	June 2023 update: Request is being included with the Historic Resources Master Plan project approved as part of the 2023-2027 Capital Improvement Program.
24	Amendment to the existing ordinance for third-party food delivery vendor services to prohibit regulatory response fees	Phan	2/16/2021	June 2023 update: The City Attorney's Office has prepared a confidential memorandum regarding potential legal issues and implementation of a food delivery cap. As stated in that memorandum, should the Council wish to move forward with a cap, the next step will be to authorize the retention of a consultant to determine if a factual basis exists to support the need for a further food delivery cap.
25	Consider Community Museum and Park on Main St.	Phan	8/20/2019	to Rules Subcommittee 8/23/2019. Moved to Specific Plan Community Conversation events.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Consider the Recommendation from Mayor Montano for Appointments to City Commissions and Declare an Unscheduled Vacancy (Contact: Mayor Montano, 408-586-3024)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	5/16/2023
	<u>Recommendation:</u> (1) Receive the recommendation from Mayor Montano and approve appointments to City Commissions; and (2) Declare an unscheduled vacancy on the Community Advisory Commission and direct the City Clerk to post the notice of unscheduled vacancy.

Background:

The City of Milpitas has 13 Commissions (including the Measure F Oversight Committee), with members appointed by the Mayor and confirmed by the City Council. The Commissions advise the Milpitas elected officials on a variety of community interest and policy areas.

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

Current Commissioners may seek to be reappointed upon the expiration of their current term, but reappointment to a new term is not automatic. Those Commissioners seeking reappointment must contact the City Clerk and the Mayor to convey their request. Re-appointment must be recommended by the Mayor and confirmed by the City Council.

Analysis:

Mayor Montano's appointments are as follows:

Arts Commission

1. Appoint America Yulissa Chiuapilli Irineo as a non-voting student member (CHHS) with a term ending October 2026

Library and Education Advisory Commission

1. Reappoint Hellie Mateo to a term ending June 2026
2. Reappoint Ann Anderson to a term ending June 2026

Parks, Recreation and Cultural Resources Commission

1. Appoint Raghu Reddy to a term ending June 2026

Public Safety and Emergency Preparedness Commission

1. Reappoint Rosana Cacao as Alternate No. 2 with a term ending June 2026
2. Appoint Vienna Sun as a non-voting student member with a term ending June 2026

Veterans Commission

1. Appoint Connor Long as a non-voting student member with a term ending February 2025

All recommended Commissioner appointments will be reviewed and confirmed by the City Clerk's office.

According to the Commissioner Handbook, commissioners may only serve on one City of Milpitas Commission. The appointment of Raghu Reddy to the Parks, Recreation and Cultural Resources Commission leaves a vacancy on the Community Advisory Commission for an alternate member.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommendation:

- (1) Receive the recommendation from Mayor Montano and approve appointments to City Commissions; and
- (2) Declare an unscheduled vacancy on the Community Advisory Commission and direct the City Clerk to post the notice of unscheduled vacancy.

Attachments:

1. Commission Applications

COMMISSION/COMMITTEE APPLYING FOR: Arts Commission

Name AmericaYulissa Chiuapilli Irineo

Address Type Residence

Address

City Milpitas

Postal/Zip Code 95035

Mobile Number

E-Mail Address

Occupation Student- Senior

Education: If Youth Advisory Commission applicant, indicate your grade/school: Cal Hills High School, 11th grade

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

Name of Organization Calpulli Tonalequeh

Member yes

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

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

I am very interested in joining the arts commission because I want my community to be represented in the artwork and murals of Milpitas. I have always lived in Milpitas and been involved in art projects at school, and I want to give back to my Milpitas community. My Indigenous culture is a huge part of who I am and being a part of the community is a blessing because I have always wanted to make a change. At age 13 I was recognized by the City of Milpitas to become a junior City council member because I took part in many Poetry events and Council Member Bob Nunez supported me and gifted me a scholarship. I have organized many events one being the Missing and Murdered Indigenous Woman march where I read some of my own poetry, I was also able to be published in a book named Spring Mother Tongue.

Date Sep 30, 2022

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

AmericaYulissa Chiuapilli Irineo

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

From: [Ann Anderson](#)
To: [Suzanne Guzzetta](#)
Subject: Re: Library and Education Advisory Commission - term ending
Date: Wednesday, May 3, 2023 6:36:55 AM
Attachments: [image003.png](#)
[image004.png](#)
[image001.png](#)
[image002.png](#)

CAUTION: EXTERNAL SENDER

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yes, I would like to be reappointed to the library commission. Thank you. Ann

On Tuesday, May 2, 2023 at 10:13:42 AM PDT, Suzanne Guzzetta <sguzzetta@milpitas.gov> wrote:

Good Morning Ann,

Your current term with the Library and Education Advisory Commission ends in June 2023. Please let me know if you would like to be considered for reappointment to the Commission. The Mayor will likely make her recommendations either at the end of May or early June.

Thank you,



Suzanne Guzzetta, CMC
City Clerk

Phone (408) 586-3001

Email sguzzetta@milpitas.gov

455 E. Calaveras Blvd., Milpitas CA 95035

www.milpitas.gov



From: [Carmen Montano](#)
To: [Suzanne Guzzetta](#)
Subject: Fwd: Application for the Library and Education Advisory Commission
Date: Thursday, August 10, 2023 7:37:28 PM

Sent from my iPad

Begin forwarded message:

From: hellie mateo <[REDACTED]>
Date: August 10, 2023 at 5:26:57 PM PDT
To: Carmen Montano <cmontano@milpitas.gov>
Subject: Re: Application for the Library and Education Advisory Commission

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Dear Mayor Montano,

After having served for 10 years as commissioner of the City's Library and Education Advisory Commission (LEAC), I wish to apply for reinstatement for the next term. Please consider me for the position. My goal is to be involved more actively in the LEAC's projects/programs as my way of serving our city which has been home to me and my family for the last 25 years. Thank you very much for your support and vote of confidence.

Sincerely,

Hellie N. Mateo

On Thu, Aug 10, 2023 at 5:17 PM Carmen Montano <cmontano@milpitas.gov> wrote:

HI Hellie
YOU did not miss the deadline.
Just send me a short email stating you wish to be reinstated to the library commission so I can forward it to the city clerk. Please do so today.
Thank you,
Mayor Montano

Sent from my iPad

> On Aug 10, 2023, at 5:04 PM, hellie mateo [REDACTED] wrote:
>
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open attachments unless you recognize the sender and know the content is safe.
Report suspicious messages to the IT Helpdesk.
>
>
> Dear Mayor Montano,
>
> Thank you very much for reaching out to me personally about the LEAC
position. I sincerely apologize for missing the deadline to apply for
reinstatement. I hope to still be considered for the position. After working as a
commissioner for the last 10 years, I feel more connected with the community
now more than ever and would love to continue serving in the same capacity.
>
> I filled out the online application and wish to be considered again for the
position, as it's been an honor working with the group and the City leadership,
including yourself, Vice Mayor Evelyn Chua, and John Macon, among others.
>
> With my warmest regards.
>
> Your public servant,
>
>
> Hellie N. Mateo

COMMISSION/COMMITTEE APPLYING FOR: Community Advisory Commission

Item # C5.

Name Raghu Reddy

Address

City Milpitas

Postal/Zip Code 95035

Mobile Number

E-Mail Address

Present Employer Oracle

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

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

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

Greetings,

Hope you are doing well!

I am a resident of Milpitas for over a decade and an IT professional and a Community leader for over 2 decades.

A US citizen and reside on my own property. My both Kids are going to Milpitas Schools.

I am the BOD and office bearer for various Nonprofit organizations in the US.

I am the Chairmen- Benefit of the largest Telugu Association in the USA.

Presently I am Also the county Commissioner for the last three years.

I have enough prudent bandwidth to attend all the meetings for this commission which is on the 1st Wednesday of each month and will be a great asset to the commission.

My vast and paramount community experience will help Community and neighborhood development issues and beautification in our Milpitas city.

Appreciate your nimble opportunity to serve the commission.

Thanks and have a wonderful Day!

Raghu

Date Sep 28, 2022

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

From: [Rosana Ramelb](#)
To: [Suzanne Guzzetta](#); [Rosana Cacao](#)
Cc: [Toni-Lynn Charlop](#)
Subject: Re: Public Safety and Emergency Preparedness Commission - term ending
Date: Tuesday, May 2, 2023 2:54:20 PM
Attachments: [image001.png](#)
[image004.png](#)
[image003.png](#)
[image002.png](#)

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Yes I'd like to stay on the Commission.

Thank you

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, May 2, 2023, 10:48 AM, Suzanne Guzzetta <sguzzetta@milpitas.gov> wrote:

Good Morning Rosana,

Your current term with the Milpitas Public Safety and Emergency Preparedness Commission ends in June 2023. Please let me know if you would like to be considered for reappointment to the Commission. The Mayor will likely make her recommendations either at the end of May or early June.

Thank you,



Suzanne Guzzetta, CMC

City Clerk

Phone (408) 586-3001

Email sguzzetta@milpitas.gov

455 E. Calaveras Blvd., Milpitas CA 95035

www.milpitas.gov



COMMISSION/COMMITTEE APPLYING FOR: Public Safety and Emergency Preparedness Commission

Item # C5.

Name vienna sun

Address

City milpitas

Postal/Zip Code 95035

Mobile Number

E-Mail Address

City milpitas

Postal / Zip code 95035

Occupation student at milpitas high school

Education: If Youth Advisory Commission applicant, indicate your grade/school: 10th grade at milpitas high school

College, Professional, Vocational, or other schools attended n/a

Major Subject cs

Degree n/a

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

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

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

I am currently a sophomore enrolled in Milpitas High School, and have resided in the City of Milpitas for over 9 years. I experienced a burglary taking place in my own home a few years ago, and since then become personally invested in the subject of public safety.

Date Mar 22, 2023

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

VS

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD

COMMISSION/COMMITTEE APPLYING FOR: Veterans Commission

Name Connor Long

Address Type Residence

Address

City Milpitas

Postal/Zip Code 95035

E-Mail Address

Occupation Student

College, Professional, Vocational, or other schools attended High School

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

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

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

I have a decent work ethic, I'm never late to events, and I am open to ideas given by anyone. It is guaranteed that I will not back out of this role at any point in time, and that I'll do my best to schedule other events around the tasks of this position. It is a personal obligation for me to serve those who have given their lives for us, it's the least that can be done. I hold a great respect for veterans and active service members, so giving me the opportunity to meet these amazing people would present an amazing opportunity for me to learn more about our armed forces.

Date Jan 30, 2023

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



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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 20 through August 8, 2023 (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3056)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/15/2023
Recommendation:	Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 20 through August 8, 2023.

BACKGROUND:

On June 20, City Council approved a delegation of authority to the City Manager, or his designee, to approve and execute project related documents, including contract documents, and urgent administrative items during the City Council summer recess from the last City Council meeting held in June through August 8, 2023. This delegation of authority was granted in order to ensure continued provision of critical services and benefits, legal compliance, and timely completion of projects.

ANALYSIS:

To continue various essential services and purchases, the following contracts and/or amendments were executed by the delegation of authority to the City Manager during June 20 to August 8, 2023:

Vendor	Description	Amount (Fund)	Reason for Urgency to Execute during Council Summer Recess.
Alice Wright	Shopping Cart Retrieval Services	\$8,649 (General Fund)	Council previously approved this shopping cart retrieval contract. The contract was amended to increase the contract amount due to higher than anticipated volume and enable prompt payment to the vendor.
Valley Water	Wholesale water purchase	\$357,284 (Water Utility Fund)	This contract was for the purchase of wholesale water from Valley Water and was approved by Council as part of the adopted FY 22-23 budget resolution for contracts exceeding \$100,000. However, the amount paid (\$5,920,633) was more than the amount authorized (\$5,563,349) because of higher Valley Water rates than appropriated in the FY 22-23 budget. This action authorized payment of the additional amount of \$357,284.
	Total Amount	\$365,933	

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

Under the delegated authority, \$365,933 was appropriated from the General Fund and Enterprise (Water Utility) Fund as part of the FY 2022-23 Adopted Budget.

California Environmental Quality Act (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b).

RECOMMENDATION:

Approve Report of Actions Taken by the City Manager During the City Council Summer Recess from June 20 through August 8, 2023.

Attachment(s):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize and Approve Travel to Sacramento, CA, for Mayor Carmen Montano, Vice Mayor Evelyn Chua, and Acting City Manager Ned Thomas to Attend the League of California Cities <i>Annual Conference and Expo</i> to be Held on September 20-22, 2023, for a Combined Estimated Total Not-to-Exceed Amount of \$6,750.00 and Appoint Mayor Carmen Montano as the City's Voting Delegate and Vice Mayor Evelyn Chua as the City's Alternate Voting Delegate (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/15/2023
Recommendation:	(1) Authorize and approve travel to Sacramento, CA, for Mayor Carmen Montano and Vice Mayor Evelyn Chua to attend the Annual Conference of the League of California Cities scheduled on September 20 – 22, 2023, for a combined estimated total not-to-exceed amount of \$4,500.00 budgeted under the Individual Elected Official allocation for Conferences / Meetings / Trainings; (2) Authorize and approve travel to Sacramento, CA, for the Acting City Manager Ned Thomas to attend the Annual Conference of the League of California Cities scheduled on September 20 – 22, 2023, for a total estimated amount of \$2,250.00 budgeted under the City Manager's Office for Conferences / Meetings / Membership; and (3) Appoint Mayor Carmen Montano as the City's voting delegate and Vice Mayor Evelyn Chua as the alternate voting delegate for the 2023 Annual Conference.

BACKGROUND:

The League of California Cities holds its Annual Conference and Expo each September in Sacramento, California. This highly attended annual conference is scheduled for September 20 – 22, 2023. The Mayor, Vice Mayor, and Acting City Manager's attendance at the League of CA Cities Annual Conference and Expo will allow them to engage with other elected and city officials. During this conference, attendees will have a chance to attend state-mandated training. They will learn about a wide range of topics, such as housing, infrastructure, emergency preparedness, council-city manager relations, communications, mental health issues, civic engagement, and current and trending issues in the legislature. The preliminary agenda is attached to this report.

ANALYSIS:

The City of Milpitas Travel and Expense Policy requires all travel for the elected officials and City Manager to be approved by City Council. Council approval of this request will allow Mayor Carmen Montano, Vice Mayor Evelyn Chua, and Acting City Manager Ned Thomas to garner additional knowledge from other city's elected officials to share with their colleagues. Continued participation and attendance in league conferences also ensure that the Milpitas community is fully represented at the regional and state levels.

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

The estimated expenses for the Sacramento League of California Cities Annual Conference and Expo, including the registration fee, are \$2,250 for each attendee. To date, Mayor Carmen Montano and Vice Mayor Evelyn Chua have not utilized their Individual Elected Official allocation of \$10,000 for Conferences/Meetings/Memberships.

Sufficient funds are available in the City Manager's Office for Conferences/Meetings/Memberships to cover Acting City Manager's travel expenses.

California Environmental Quality Act (CEQA):

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

- 1) Authorize and approve travel to Sacramento, CA, for Mayor Carmen Montano and Vice Mayor Evelyn Chua to attend the Annual Conference of the League of California Cities scheduled on September 20 – 22, 2023, for a combined estimated not-to-exceed amount of \$4,500 budgeted under the Individual Elected Official allocation for Conferences / Meetings / Trainings;
- 2) Authorize and approve travel to Sacramento, CA, for the Acting City Manager Ned Thomas to attend the Annual Conference of the League of California Cities scheduled on September 20 – 22, 2023, for a total estimated amount of \$2,250 budgeted under the City Manager's Office for Conferences / Meetings / Membership; and
- 3) Appoint Mayor Carmen Montano as the City's voting delegate and Vice Mayor Evelyn Chua as the alternate voting delegate for the 2023 Annual Conference.

Attachment(s):

- (a) Draft conference agenda
- (b) Council budget tracking

Schedule at a Glance

ATTACHMENT

Schedule is subject to change.

[Click here to view the schedule of educational sessions.](#)

Wednesday, Sept. 20

Registration Open/Voting Delegates Booth Open

8:00 a.m.–6:00 p.m.

City Clerks Workshop

(additional registration required)

8:30 a.m.-1:00 p.m.

AB 1234 Ethics Training

10:00 a.m.-noon

Regional Division Lunches**

11:30 a.m.-1:15 p.m.

First Time Attendee Orientation

12:45-1:15 p.m.

Opening General Session*

1:30-3:30 p.m.

Concurrent Sessions

3:45-5:00 p.m.

Grand Opening Expo Hall and Host City Reception*

5:00-7:00 p.m.

CitiPAC Leadership Reception

7:00-10:00 p.m.

Thursday, Sept. 21**Registration Open/Voting Delegates Booth Open**

8:00 a.m.-4:00 p.m.

Concurrent Sessions

8:30-9:45 a.m.

Petition Resolutions Due

8:30 a.m.

Expo Hall Open

9:00 a.m.-3:00 p.m.

General Session*

10:00-11:30 a.m.

Attendee Lunch in Expo Hall

11:30 a.m.-1:00 p.m.

Resolutions Committee

1:00-2:30 p.m.

Concurrent Sessions

1:00-5:15 p.m.

Regional Division and Caucus Events**

Evening

Friday, Sept. 22**Registration Open**

7:30 a.m.-12:30 p.m.

Regional Division Breakfasts**

7:30-9:00 a.m.

Concurrent Sessions

8:00-10:45 a.m.

General Assembly (note new time!)

8:30-10:30 a.m.

AB 1661 Sexual Harassment Prevention Training

8:45-10:45 a.m.

Closing General Session*

11:00 a.m.-12:30 p.m.

***No competing events may be scheduled during this time.**

****Check with your regional public affairs manager for specific day/time.**



Schedule subject to change.

Speaker names will be added as they are confirmed.

MCLE sessions are noted on pages 14-15.

Wednesday, Sept. 20

8:30 a.m.-1:00 p.m. City Clerks Workshop (additional registration required)

2024 Elections: Trends, Legislation, and Practical Advice

The 2024 elections are right around the corner. This session will focus on trends for the upcoming local and statewide elections, related legislation and case law, and practical tips for preparing for the worst while hoping for the best in our elections.

Speakers: Randi Johl, Legislative Director / City Clerk, Temecula

Paul Mitchell, Owner, Redistricting Partners

Holly Whatley, Shareholder, Colantuono, Highsmith & Whatley, PC

3:45-5:00 p.m. Concurrent Sessions

Building a Culture of Accountability in Your Police Department

It is more important than ever before to reinforce trust between law enforcement agencies and citizens. Law enforcement must build, bolster, and demonstrate transparency and accountability within their departments. Hear from law enforcement leaders from throughout California about their strategies for building a culture of accountability through community conversations, transparent policies, technology deployment, and public auditing.

Moderator: Holly Beilin, Director, Communications, Flock Safety

Speakers: Angela S. Averiett, Chief of Police, City of Los Altos

Danny Renfrow, Chief of Police, Truckee Police Department

Building Mobile Crisis Response Teams

BeWell OC and the West Hollywood Care Team have a successful track record of providing compassionate care to vulnerable community members, including the LGBTQ+ community. In this session, gain valuable insight into how you can bring similar programs to your own city. This includes understanding how to provide compassionate care, build effective mobile crisis response teams, secure funding for innovative programs, and replicate successful models in your own communities. *Planned with the Cal Cities LGBTQ Caucus.*

Moderator: Tyler Windell Williamson, Mayor, City of Monterey

Speakers: Karen W. Linkins, Principal, Desert Vista Consulting
 Corri Planck, Human Services Manager, City of West Hollywood
 Sepi Shyne, Mayor, City of West Hollywood

California Cannabis: Seven Years After Legalization

It's been almost seven years since voters approved Prop. 64 to regulate and authorize cannabis for adult use. Now the question is: How are we doing? Join top regulatory, industry, and local representatives for a coffee table-style conversation on the state of the industry, emerging issues, and how to effectively regulate cannabis in your community.

Moderator: Barigye McCoy, Chief of Communications, Culture Cannabis Club

Speakers: Angela Hill, Deputy Director of Governmental Affairs, Department of Cannabis Control

Scott Matas, Mayor, City of Desert Hot Springs

Amy O'Gorman Jenkins, President, Precision Advocacy

Fees! You Got 'Em. How Do They Work Today?

Every city has fees, and the state has plenty of laws governing them. Receive an update on the full range of municipal fees, including general, regulatory, development impact, and property-related fees, as well as recent legal developments. Panelists will discuss the impact of a case allowing property-related fees for parts of the mandate viewed as "trash fees" on stormwater fees, changes to franchise fees under the Zolly Case, and how the proposed California Business Roundtable measure would severely restrict municipal fees and other revenue tools.

Moderator: Timothy William Seufert, Managing Director, NBS

Speakers: Michael G. Colantuono, Managing Shareholder, Colantuono, Highsmith & Whatley, PC

Christina Judith Turner, City Manager, Morgan Hill

Homelessness to Housed: How Cities Create and Leverage Strong Partnerships

City leaders in every part of California struggle with homelessness. A 2023 Public Policy Institute of California Statewide survey found that seven out of every 10 Californians view homelessness as a big problem in their area. While federal and state resources are essential, it is local leadership and political will where strong collaborative partnerships are formed and sustainable solutions are created. This panel brings together federal, county, city, and nonprofit leaders for a discussion on best practices in effective street outreach engagement, public/private shelter and housing partnerships, and how to leverage funding to its maximum impact.

Moderator: Helene Schneider, Senior Regional Advisor, U.S. Interagency Council on Homelessness

Speakers: Elizabeth Funk, CEO and Cofounder, DignityMoves

Mike LeBarre, Mayor, King City

Terri Maus-Nisich, Assistant County Executive Officer – Retired, County of Santa Barbara

Minority Leaders Reshaping Local Government

California has become increasingly diverse and so too are the faces of local government. This panel will discuss all the challenges that minority leaders face in local government and ways to manage these challenges, including how to create real diversity, equity, inclusion, and belonging. The panel will explore how each of these leaders has faced their own challenges in the communities they've served and the ways they've turned these challenges into opportunities for learning, growth, and management.

Moderator: Domenica Megerdichian, Deputy City Manager, South Pasadena

Speakers: Arminé Chaparyan, City Manager, South Pasadena

Ingrid Hardy, Assistant City Manager, Thousand Oaks

Carmen Nichols, Assistant City Manager, Camarillo

Thursday, Sept. 21

8:30-9:45 a.m. Concurrent Sessions

A Tale of Two Cities: The Mental Health Crisis

The nation's mental health crisis, exacerbated by pandemic isolation, has prompted a new wave of advocacy for de-stigmatization, equitable access, and open dialogue. It is critical that we find new ways of delivering care. Mental health is often linked to homelessness and crime, with hospitals and jails serving as default, cyclical destinations. Data shows that this is a tale of two cities, with the most vulnerable populations facing the most difficulties. In this fireside chat, speakers will explore the mental health data from more than 300 California communities and propose new frameworks for addressing the needs of the community.

Speakers: Chad Castruita, CEO, Care Solace

Gilbert Livas, Retired City Manager, Downey

Building in Economically Challenging Times

Against the backdrop of less state funding, more state regulations, and a slowing economy, many cities are struggling to meet their housing goals, secure state financing for their civic projects, and attract private developers to stimulate economic growth. A growing number of cities have endorsed public-private partnerships for libraries, city halls, convention centers, emergency services, housing, and other buildings. What can we learn from these developments? *Planned with the Cal Cities Latino Caucus.*

Moderator: Grace Ruiz Stepter, Director, City of Anaheim Housing and Community Development

Speakers: Korin Crawford, Executive Vice President, Griffin Swinerton

Yvonne Martinez Beltran, Council Member, City of Morgan Hill

Joy Silver, Chief Strategy Officer, Community Housing Opportunities Corporation
Ernesto M. Vasquez, Founder and CEO, SVA Architects, Inc.

Case Study: Response to Homelessness in the City of Rialto

Recognizing deep-rooted issues beyond the normal parameters of policing, the Rialto Police Department teamed up with Social Work Action Group to enhance the city's response to homelessness. The nonprofit, which focuses on helping individuals and families achieve sustainable independence through community support, provided the city with outreach expertise and new resources. The drastic improvements in quality of life issues and homeless-related activities are now highlighted in academia as a model for public administration.

Moderator: Rafael Trujillo, Council Member, City of Rialto

Speaker: Aaron Anthony Petroff, Vice President, Social Work Action Group

Navigating the New State Housing Laws

California has passed more than 100 new state housing laws affecting cities since 2016. Many cities around the state have limited planning and housing capacity and are overwhelmed by the task of understanding and implementing these laws. In this panel from the Turner Center for Housing Innovation at the University of California, Berkeley, learn how to understand these new state housing laws, the "tricks of the trade" developers are learning about using in cities, and how cities can effectively implement these laws with limited capacity.

Moderator: David Garcia, Policy Director, UC Berkeley Turner Center for Housing Innovation

Speakers: Barbara Ehrlich Kautz, Partner, Goldfarb Lipman LLP

Megan Kirkeby, Deputy Director, Housing Policy Development, California Department of Housing and Community Development (HCD)

David T. Loya, Community Development Director, City of Arcata

The Mayor Said What?! Staying Ahead of the News

News and information are often sourced from not only local media outlets but also social media. To ensure that your agency's message is relevant, and its reputation is sterling, you must tune into the world of media relations and social listening. Navigating of-the-moment buzz includes monitoring news and social sources, cultivating relationships with reporters and influencers, and analyzing data from diverse channels. Learn how public agencies can pair proactive listening with data analysis to get a leg up on their local scuttlebutt.

Moderator: Katherine Juhl Griffiths, Principal, Tripepi Smith

Speakers: Sharon Gonsalves, Director of Government Affairs, Renne Public Law Group, LLP DBA Renne Public Policy Group

Peter Pirnejad, City Manager, Los Altos Hills

11:45 a.m.-12:05 p.m. Speed Session

Centralized Customer Relations

Beverly Hills has created a centralized customer relations program to provide concierge-level access to information and non-emergency assistance to residents, businesses, and visitors. Get a speedy look at how Beverly Hills developed a high-performing centralized customer service program, some of the lessons learned, and the benefits to date.

Speaker: Michael V. Hensley, Deputy Director of Public Works, City of Beverly Hills

12:15-12:35 p.m. Speed Session

Introduction to the California Fire and Rescue Mutual Aid System

The California Fire and Rescue Mutual Aid System provides firefighters and fire engines to local communities during all-hazard disasters. The concept of mutual aid is based on neighbor helping neighbor. This session will give leaders an understanding of how their community benefits from the system and how their fire department participates.

Speaker: Brian S. Marshall, Fire and Rescue Chief, California Governor's Office of Emergency Services

1:00-2:15 p.m. Concurrent Sessions

"What the Bleep!" Limits of Public Comment

What are the limitations of public comment? What is protected speech and when can public comment be limited? In this panel discussion, hear stories and examples of how and when public comments can be terminated. The panel will also review the newly enacted SB 1100 (Cortese, 2022), which allows a presiding officer to remove a person from a public meeting.

Speakers: Henry Castillo, Associate, Best, Best and Krieger
Lauren Langer, City Attorney- West Hollywood, Best Best & Krieger
Christopher Lopez, City Manager, Livingston

Adapting Main Street for a Changing Retail Landscape

The state of retail has changed. New research from the National League of Cities shows that retail is rebounding, but downtowns are still affected by the growth in flexible, work-from-home schedules. The session will begin with a brief presentation about important retail trends for cities, followed by a moderated conversation with three city leaders about lessons learned and creative strategies that promote downtown and main street vitality in a post-pandemic world.

Moderator: Lena Geraghty, Director, Sustainability and Innovation, National League of Cities

Speakers: Amanda Elliott, Senior Program Officer and Director of Cal Programs, National Main Street Center
David M. Sander, Vice Mayor, City of Rancho Cordova
Sepi Shyne, Mayor, City of West Hollywood

Assets and Opportunities: Surplus Land Act 101

Cities across the state are examining their land assets and considering possibilities for the future. But they're not the only ones. The state has revamped the Surplus Land Act and its implementing regulations. Drawing from the speakers' experience as city planners, city attorneys, and planning and development consultants, attendees will learn the ins and outs of the Surplus Land Act. Despite surface concerns, the law can be a valuable tool for cities' housing, economic development, and community improvement plans.

Speakers: Genesis Crank, Planning & Community Development Administrator, City of Barstow

Matthew Summers, City Attorney, Barstow, Calabasas, Ojai, Colantuono, Highsmith & Whatley, PC

Black Health and Wellness: Healthcare Services within Communities of Color

African Americans seek and access health care services like any other ethnic group. But in most cases, they are provided subpar or negligent care. In light of the 2020 conversation about racism as a health crisis, this panel will explore and provide insight into how communities of color can seek adequate health care services and self-advocate for top-tier health care services that address mental, reproductive, and maternal health, as well as the overall healthcare needs of millions of African Americans in California. *Planned with the Cal Cities African American Caucus.*

Speakers: Lehman E Black III, Pediatrician, Retired

Rhonda M. Smith, Executive Director, California Black Health Network

Enhancing Emergency Preparedness Through Whole Community Collaboration and Partnerships

Collaboration between cities, counties, and other stakeholders is crucial to disaster preparation, response, recovery, and mitigation. Hear from community leaders about effective strategies, lessons learned, and resources that can enhance local emergency management and disaster response. Speakers will also discuss how promoting authentic community engagement can strengthen community resilience and trust while reducing risks (and costs) in the face of disasters.

Moderator: Robert Madrid, Senior Associate, Operations Support (Planning), Team Rubicon

Speakers: Nancy A. Brown, PhD, Community Preparedness Program Manager, Sonoma County Department of Emergency Management

Patrice Chamberlain, Health Program Specialist, California Department of Public Health

Jason Roberts, Council Member, City of Vacaville

One City, One Team: Establishing Effective City Manager-Council Relations

Running cities is complex and challenging, even when things are going well. The key to a thriving city is establishing productive relationships between the city council and the city manager. This means that choosing the right person as city

manager and providing them with proper support and guidance is the most crucial responsibility of the city council. In this session geared for city managers and city councils, learn how you can navigate issues — both common and difficult — to create significant results for your community.

Moderator: Reva Feldman, Strategic Advisor, Avenu Insights and Analytics

Speakers: Aaron Adams, City Manager, Temecula

Rachelle Arizmendi, Former Mayor, City of Sierra Madre and Government Industry Advisor, Avenu Insights and Analytics

Patricia Lock Dawson, Mayor, City of Riverside

Stop Hate: How Local Elected Officials Can Combat Rising Hate Crimes and Hate Speech

Whether it's community members being targeted based on their appearance or hate speech in our council chambers, it is key that local elected officials directly speak to rising hate and help lead the city's response. Panelists will share their experiences with hate crimes and hate speech at the local level, lessons learned, and tips on how local elected officials can support their constituencies in this time of rising polarization.

Moderator: Tessa Rudnick, Mayor Pro Tem, City of El Cerrito

Speakers: Letecia "Holly" Tillman, Council Member, City of Clayton

Kevin Wilk, Council Member, City of Walnut Creek

Cesar Zepeda, Council Member, City of Richmond

12:45-1:05 p.m. Speed Session

Opt In: Why Cities Should Care About Digital Rights

Digital technology is increasingly embedded into how our cities work. We deploy and operate cameras, sensors, and other technologies that collect data to help advance transportation, public safety, and climate goals. How can we help our constituents understand how that data is used to manage city operations?

Drawing on examples from Long Beach and a growing coalition of California cities, this session will discuss the importance of being transparent and engaging with residents about the use of smart technologies in the public realm, as well as the intersections with data privacy and the emerging concept of digital rights.

Speaker: Ryan Kurtzman, Smart Cities Program Manager, Long Beach

1:15-1:35 p.m. Speed Session

Building America's Greenest City Hall

In 2023, Sunnyvale will complete the nation's first net zero energy city hall. The project will also achieve a LEED Platinum rating for sustainability. This session will describe the development of the project — from initial community outreach to planning, financing, design, and construction — with an emphasis on its sustainable features, such as the solar energy system and microgrid.

Speaker: Kent Steffens, City Manager, Sunnyvale

1:45-2:05 p.m. Speed Session

From Idea to Action: Budgeting for Strategic Impact

To create meaningful outcomes, city leaders need to identify strategic priorities, resources, and opportunities early in the budget process. No matter how you budget or measure performance, you can make small and meaningful changes that increase your budget framework maturity, better align your processes with your strategic plan, track your progress, and drive community outcomes. In this session, dive into best-in-class examples of budget planning and performance frameworks that led to exceptional progress.

2:15-2:35 p.m. Speed Session

AI in Governance: Opportunities and Ethical Considerations

Machine learning has the potential to reshape governance and create a sustainable future for communities — for good or ill. It can enhance public safety, refine transportation, and promote environmental sustainability. Explore the challenges faced by governing bodies and how artificial intelligence (AI) can empower decision-makers with data-driven insights, with an emphasis on unbiased data, algorithmic fairness, transparency, and accountability. Attendees will leave the session with an appreciation for AI's transformative impact on policy, its applications, and crucial ethical challenges for responsible, equitable use.

Speaker: Scott Larson, CFO, Inquisio.AI Inc

2:30-3:45 p.m. Concurrent Sessions

A Local Agency's Guide to HCD's Housing Accountability Unit

Get practical, hands-on tips to help your agency better comply with state housing law. Panelists will provide an overview of the state's Housing Accountability Unit, examples of common accountability cases, and recommendations for documenting state housing law compliance. This session is tailored both for local agency staff processing residential development projects and those working on land use changes in the general plan or zoning code.

Speakers: Brian Heaton, Senior Housing Accountability Manager, California Department of Housing and Community Development (HCD)
David Zisser, Assistant Deputy Director, CA Department of Housing and Community Development

Connecting and Engaging to Make a Difference: Mentoring, Not Managing

Connecting with team members is crucial to achieving organizational goals and creating high-functioning, passionate, and effective teams. In this session, focus on simple tactics for connecting and engaging with your team in a way that strengthens their skills, fosters open communication, gives work a sense of meaning, and unlocks your organization's full potential. The discussion will cover active listening and ways to empower team members, promote ownership and growth, and encourage togetherness. *Planned with the Cal Cities Women's Caucus.*

Moderator: Priya Bhat-Patel, Mayor Pro Tem, City of Carlsbad

Speaker: Sonya Harris, Founder and CEO, Sage Strategies

How To Solve Big City Problems in Small Towns

Anyone that has worked in a small town or city understands the challenges and opportunities that exist in smaller communities. This interactive session will bring together elected officials and city managers to discuss the trials, tribulations, and triumphs of working through complex problems in a small town. The panel of experts will share their perspective from the council dais and the staff desk on how to work through local government challenges that affect all cities, regardless of size, when the role of administrator, volunteers, elected, resident, and tenant cross the traditional lanes established in a council-manager form of government.

Moderator: Peter Pirnejad, City Manager, Los Altos Hills

Speakers: Laurel Prevetti, Town Manager, Los Gatos

Marico Sayoc, Former Mayor, Town of Los Gatos

Frank V. Zerunyan, Council Member, Rolling Hills Estates and Professor, USC

Increasing Collaboration Between Local Governments and Utilities on Installing Infrastructure

Installing infrastructure is an expensive process, especially when you factor in the cost to resurface streets after a project is complete. Increasing the communications between local governments, utilities, and other stakeholders can reduce costs for everyone, minimize traffic interruptions, and optimize projects so that multiple projects can be completed at once. Learn about potential technological solutions and how city leaders can better track projects that have the potential for collaboration between multiple entities.

Moderator: Justin Skarb, VP, Government & Community Affairs, California Water Service

Speakers: Reed A. Reisner, Division Manager, SCE

Kenneth Rosenfield, ASCE Region 9 Director, ASCE Region 9

Reducing Wildfire Risk to Wildland-Urban Interface Communities

Wildfires are hotter, more common, and frequently, popping up in new places. In this panel, learn how to understand and quantify the wildfire risk your community faces and prioritize key mitigations. The panel will also explore opportunities and gaps in the current policy framework through a review of relevant codes and statutes. Speakers will share best practices and model ordinances from throughout the San Francisco Bay Area to show how regional cooperation can create fire-adapted communities that comply with the often-contradictory requirements of local housing elements.

Moderator: Jonathan V. Holtzman, Founding Partner, Renne Public Law Group

Speakers: Keith May, Deputy Chief, Berkeley Fire Department

Dave Winnacker, Fire Chief, Moraga-Orinda Fire District

4:00-5:00 p.m.**The Joint Powers Act and Its Utilization in California**

California has more joint powers authorities (JPAs) than any other state by a considerable margin. Learn how and why JPAs are formed and more specifically, the how and why of investment pooling within the JPA legal and administrative framework. After this session, attendees will understand the rationale for forming a JPA investment pool, the benefits of diversifying a city's investment program with JPA investment pools, and how JPA investment pools are managed for the benefit of participating public agencies.

Speakers: Jenna Magan, Partner, Orrick, Herrington & Sutcliffe LLP
Thomas N Tight II, Managing Director, Public Trust Advisors

4:00-5:15 p.m. Concurrent Sessions**After the Storm: Lessons Learned from the California Storms**

The last two years brought a string of storms that battered California's Central Coast. Cities along the coast experienced an unprecedented amount of rainfall that wreaked havoc, caused mudslides and evacuations, and taxed city infrastructure. Quickly and collaboratively managing the minute-by-minute impacts and recovering from the effects of a major disaster is a crucial component of a public agency's resilience. Join the California JPIA and Central Coast cities to learn how they managed and recovered from disasters.

Moderator: Tim Karcz, Senior Risk Manager, California Joint Powers Insurance Authority

Speakers: James Blattler, Emergency Manager, San Luis Obispo City Fire Department

Jorge Garcia, Interim City Manager, Pismo Beach

Gregory Kwolek, Public Works Director, City of Morro Bay

Building Relationships Between Police Departments and the Community

It is critical to build and maintain strong relationships between police departments and the communities they serve. The community must have trust and confidence in the police department that protects them. In this panel discussion, three seasoned police chiefs will share their experiences building and maintaining positive community relationships. Attendees will learn strategies to build and strengthen relationships with their communities.

Moderator: Jeb Brown, Senior Counsel, LCW

Speakers: Larry V. Gonzalez, Chief of Police, City of Riverside
Jeremiah Hart, Chief of Police, Torrance Police Department

DEI Recruitment at All Levels of Your Organization

Cities deliver services to communities that are becoming more diverse every day, which means their teams need to become more diverse. Building a strong team with different cultural backgrounds requires an environment that fosters respect for others and makes your organization a welcoming place for all. It also

requires the right recruitment process, starting with the hiring of the city manager and continuing through intentional staff development and investment in retention. Join this exciting and interactive discussion to learn about the executive recruitment process, strategies for diverse recruitment and retention, and city manager perspectives on leading courageous conversations on diversity and organizational change.

Moderator: Tony Winney, Assistant City Manager, Coronado

Speakers: Teri Black, President, Teri Black & Co., LLC

Maxine Gullo, Assistant City Administrator, Carmel-by-the-Sea

Reina J. Schwartz, Retired City Manager, Clayton

Hiring Future Local Leaders: How to Attract Top Talent

In an epidemic of high turnover, building a sustainable, all-star team of staff is a top priority for many municipal agencies. This session centers on exploring the most effective recruitment strategies that cities can use to attract and retain top talent.

Moderator: Karen Pinkos, City Manager, El Cerrito

Speaker: Cathy R. Thompson, Executive Recruiter, TS Talent Solutions

Righting Wrongs: Addressing Discrimination Against AAPIs

Over 11,000 acts of hate against Asian Americans and Pacific Islanders (AAPI) have been reported to the nationwide Stop AAPI Hate coalition since the start of the COVID-19 pandemic. That is likely an undercount since many incidents go unreported. These acts are not just hate crimes but harassment and discrimination. Delve into the results of a landmark survey by Stop AAPI Hate and NORC at the University of Chicago to understand the discrimination faced by Asian Americans and Pacific Islanders and hear recommendations for governments to address these challenges. *Planned with the Cal Cities Asian Pacific Islander Caucus.*

Moderator: Juslyn Manalo, Vice Mayor, City of Daly City and President, Cal Cities API Caucus

Speakers: Candice Cho, Managing Director of Policy and Counsel, AAPI Equity Alliance

Annie Lee, Managing Director of Policy, Stop AAPI Hate

Friday, Sept. 22

8:45-10:45 a.m.

Managing Difficult Conversations with Constituents

Getting stopped at the post office or grocery store by a constituent is part of daily life as an elected official. Learn how you can show people you disagree with that they have been heard, find areas of commonality or agreement, and share your views in a way that is likely to be heard. This lively and interactive

session will combine clear explanations and guided practice around common scenarios that elected officials encounter every day, with a focus on one-to-one conversations rather than large public meetings.

Facilitator: Elizabeth Doll, Director of Braver Politics, Braver Angels

9:30-10:45 a.m. Concurrent Sessions

California Economic Forecast: A Look Ahead

The University of California, Los Angeles (UCLA) and Avenu Insights & Analytics are joining forces for a report on the Golden State's economic future. For 60 years, UCLA Anderson Forecast has provided forecasts for economies across the country; its projections are recognized as one of the most accurate, widely followed, and frequently cited in California. Avenu has provided regional/local forecasts and trends in California for 40 years. Together, their reports provide a comprehensive macro and micro forecast for cities. The session will include a detailed explanation of the numbers and a Q&A session.

Moderator: Reva Feldman, Strategic Advisor, Avenu Insights and Analytics

Speakers: Francesco Mancina, Vice President of National Government Relations, Avenu Insights and Analytics

Jerry Nickelsburg, PhD, Professor, UCLA

CalPERS Funding Levels, Projections, and Strategic Update

Join CalPERS leaders for a discussion on the status of the state pension fund, strategies for managing market volatility, and what it means for cities and employees. Attendees will learn about the challenges facing pension funding today and gain valuable insights into the steps CalPERS is taking to mitigate them. Panelists will also explore the implications of these strategies for employer contribution rates and provide a roadmap for the upcoming year.

Speaker: Michael Cohen, Interim Chief Investment Operating Officer, California Public Employees' Retirement System (CalPERS)

Connecting With Your Community Through Human-Centered Communication

Cities have greatly expanded their communication capacity, with the number of related positions more than doubling in the last 10 years. At the same time, digital outreach — from social media to email to app-based service delivery — has become the norm, accelerated even more by the COVID-19 pandemic. Using several case studies, this presentation will cover how to retain the human touch in today's highly digital communication environment while increasing trust and transparency with the public.

Moderator: Tom Mallory, Staff Writer, City of Carlsbad

Speakers: Scott Chadwick, City Manager, Carlsbad

Kristina Ray, Communication & Engagement Director, City of Carlsbad

Cybersecurity Checklist

With ransomware attacks attacking municipalities more than any other industry—even more than schools or healthcare organizations—a perfect storm exists as municipalities are also often the least-equipped to handle a

cyberattack. Many municipalities do not even have the "basic basics" in place such as multi-factor authentication (MFA), endpoint detection and response (EDR), and data backup. We will answer the question, "Where do I begin with cybersecurity?" and present a checklist that distills tips, best practices, and recommendations that cities and towns can use to score themselves, find cybersecurity gaps, and create an action plan.

MCLE Sessions

Wednesday, Sept. 20

3:30-5:00 p.m.

Legal Issues: Artificial Intelligence and the Practice of Law, General Municipal Litigation Update

This session will include a presentation on AI tools and a discussion of legal issues related to AI including threats to privacy, bias in automated decision making, misinformation and IP infringement. The session will also provide a city-focused update on general municipal litigation. *MCLE credit is available.*

Thursday, September 21

8:30-9:45 a.m.

City Attorneys Department Business Meeting and Legal Issues: Meeting Disruptions, Workplace Violence Restraining Orders, and the Bane Act

In addition to the Business Meeting, this session will include a discussion regarding single and organized public meeting disruptions, a presentation on workplace violence restraining orders, and a presentation on the Bane Act. *MCLE credit is available.*

1:00-2:30 p.m.

Legal Issues: Land Use and CEQA Litigation

This session will provide a city-focused update on land use and California Environmental Quality Act litigation. *MCLE credit is available.*

Legal Issues: Affirmatively Furthering Fair Housing – State and Federal Law

This session will provide an overview of best practices for taking meaningful actions and combating discrimination to foster inclusive communities free from barriers that restrict access to housing opportunities. *MCLE credit is available.*

2:45-4:15 p.m.

Legal Issues: Case Study: A Capital City's Approach to the Unsheltered Community

This session will provide an overview on homelessness issues in California and strategies to handle them. *MCLE credit is available.*

4:30-6:00 p.m.

Legal Issues: Labor and Employment Litigation

This session will provide a city-focused update on labor and employment litigation. *MCLE credit is available.*

Legal Issues: CalPERS Legal Update, Emerging Issues and Common Compliance Problems

This session will discuss important issues for local agencies and the financial and legal consequences to employers pertaining to compliance with CalPERS statutes and regulations. *MCLE credit is available.*

Friday, September 22

8:30-10:00 a.m.

Legal Issues: Municipal Tort and Civil Rights Litigation

This session will provide a city-focused update on municipal tort and civil rights litigation. *MCLE credit is available.*

Legal Issues: Pay to Play No More? Levine Act (SB 1439)

This session will provide an overview of the new regulations implementing SB 1439 which extended restrictions to local elected officials. *MCLE credit is available.*

10:15-11:30 a.m.

Legal Issues: Practicing Ethics

This session will provide an overview of updates to the Rules of Professional Conduct and updates to the Cal Cities publication Practicing Ethics: A Handbook for Municipal Lawyers. *MCLE credit is available. Includes 1 hour of Legal Ethics sub-field MCLE credit.*

Travel and Training FY 23-24 Budget Tracking for Council

ATTACHMENT Item # C7.

Mayor Montano				
	Training/Travel Event	FY22-23 Amount Expended/Estimated	Total \$	Remaining Balance \$
			-	10,000.00
1				

Vice Mayor Chua				
	Training/Travel Event	FY22-23 Amount Expended/Estimated	Total \$	Remaining Balance \$
			-	10,000.00
1				

Councilmember Phan				
	Training/Travel Event	FY22-23 Amount Expended/Estimated	Total \$	Remaining Balance \$
			-	10,000.00
1				

Councilmember Lien				
	Training/Travel Event	FY22-23 Amount Expended/Estimated	Total \$	Remaining Balance \$
			-	10,000.00
1				

Councilmember Barbadillo				
	Training/Travel Event	FY22-23 Amount Expended/Estimated	Total \$	Remaining Balance \$
			-	10,000.00
1				



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Alps Lodging 2, Inc. for the Springhill Suites Hotel Project at 1201 Cadillac Ct. (Staff Contact: Roberto Alonzo, Principal Civil Engineer, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	8/15/2023
	<u>Recommendation:</u> Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Alps Lodging 2, Inc. for the Springhill Suites Hotel Project at 1201 Cadillac Ct.

BACKGROUND:

On March 3, 2015, the Property Owner received entitlements from the City allowing the development of the Property, for the construction of a new five-story, 124-room hotel, emergency vehicle access, utilities, and associated offsite and onsite improvements, landscaping, irrigation, and stormwater treatment measures on a 3.00 acre site located at 1201 Cadillac Court.

The development uses Best Management Practices (BMP), Low Impact Development (LID) and Integrated Management Practices (IMP). As part of this agreement the Developer shall be responsible for maintenance and operation of all the developments bio-treatment areas.

ANALYSIS:

In accordance with State Law and the City's Municipal Regional Stormwater NPDES Permit ("MRP") issued by the Regional Water Quality Control Board ("RWQCB"), new development and redevelopment projects that create and/or replace 10,000 square feet or more of impervious surface are required to incorporate Low Impact Development ("LID") post construction stormwater control measures into the project. LID control measures include, for example, bioretention areas, flow-through planters, permeable pavement, infiltration trenches and tree well filters.

MRP section C.3.h.ii.(1)(a) and Milpitas Municipal Code Title XI Chapter 16 require development project property owners meeting the 10,000 square foot threshold to execute and record a Stormwater Management Facilities Operation and Maintenance Agreement ("Agreement") with the City for the perpetual operation, maintenance and annual inspection of LID stormwater treatment facilities.

The Springhill Suites Hotel Project uses one type of storm water treatment device; the bio-retention stormwater treatment. The developer, Alps Lodging 2, Inc, will be responsible for the perpetual maintenance and operation of the storm water treatment facilities, which will be owned by the property owners and not maintained by the City.

Alps Lodging 2, Inc., has executed the required Stormwater Management Operations and Maintenance Agreement for this Project. The Agreement requires the developer to operate and maintain the installed stormwater treatment facilities in accordance with the Municipal Regional Stormwater NPDES Permit and the developer will compensate the City to complete the required annual system inspections.

Staff recommends the City Council approve the attached Stormwater Management Agreement (**Attached**), which has been reviewed by the City Attorney and approved as to form and by the Acting City Engineer as to content.

POLICY ALTERNATIVE(S):

Alternative 1: Not approve the Agreement with the City for operation, maintenance and annual inspection of stormwater treatment facilities.

Pros: None

Cons: Not approving the Agreement would cause the project to be not in compliance with the conditions of development and the City's Municipal Code and would be prohibitive by federal and state law.

Reason for Not Recommending: To be in compliance with federal and state law, including the MRP, and to allow for the on-going maintenance and annual City Inspection of the installed stormwater treatment devices, staff recommends approval of the Agreement.

FISCAL IMPACT:

The developer will pay for the required annual maintenance and inspection of the stormwater facilities.

California Environmental Quality Act (CEQA):

On March 3, 2015, the City Council found that the project is categorically exempt from further environmental review pursuant to Section 15332 (In-Fill Development Projects) of CEQA. Execution of the Agreement is not considered a project under CEQA as there will be no direct or reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION:

Approve and authorize the City Manager to execute a Stormwater Management Facilities Operation and Maintenance Agreement between the City of Milpitas and Alps Lodging 2, Inc. for the Springhill Suites Hotel Project at 1201 Cadillac Ct.

Attachment(s):

1. Stormwater Management Facilities Operation and Maintenance Agreement
2. Operation and Maintenance Plan

**Recording Requested by
and when Recorded, return to:**

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035-5479

Attn: City Clerk

*Exempt from Recoding Fee per
Government Code Section 27383*

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Document Transfer Tax is \$ 0

() Computed on full value of property conveyed

() Computed on full value less value of liens and encumbrances remaining

City transfer tax is \$ 0

APN: 022-38-009

**STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT**

This Stormwater Management Facilities Operation and Maintenance Agreement ("AGREEMENT") is made and entered into this 15th day of August 2023 ("Effective Date"), by and between Alps Lodging 2, Inc ("Property Owner") and the City of Milpitas, a municipal corporation of the State of California ("City").

RECITALS

This AGREEMENT is made and entered into with reference to the following facts:

- A. **WHEREAS**, the Property Owner is the owner of real property more particularly depicted and described on the attached as Exhibit A ("Property") and fully incorporated herein by reference; and
- B. **WHEREAS**, the Property Owner received entitlements from the City allowing the development of the Property, including the construction of a 124 room, five-story hotel with, emergency vehicle access, utilities, and associated offsite and onsite improvements landscaping, irrigation, and stormwater treatment measures on a 3.0 acre site located at 1201 Cadillac Ct in Milpitas and more commonly known as Springhill Suites, Project No. PJ 1092, (the "Project") on the Property; and subject to conditions set forth in the following (collectively "City Approvals"):

1. Resolution No. 8452 approving Site Development Permit No. SD14-0015, and
2. Resolution No. 8452 approving Conditional Use Permit No. UP14-0016,

- C. **WHEREAS**, discharges to the City's municipal separate storm sewer system ("MS4") are regulated under state and federal law pursuant to Waste Discharge Requirements and National Pollutant Discharge Elimination System permit ("MS4 Permit") issued by the Regional Water Quality Control Board, San Francisco Region ("Regional Board").
- D. **WHEREAS**, pursuant to the requirements of the MS4 Permit and the City's Stormwater and Urban Runoff Pollution Control Ordinance as codified in Milpitas Municipal Code Chapter 16 ("Ordinance"), the City Approvals require the Property Owner to install, operate and maintain, at no cost or expense to the City, the Permanent Stormwater Pollution Prevention Measures ("BMPs") more particularly described in the City-approved Stormwater Control Operation and Maintenance Plan (sometimes referred to herein as "Plan") for the Project attached hereto as **Exhibit B** and fully incorporated herein by reference; and
- E. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan may be subsequently modified from time to time with City's written approval and such changes shall be fully incorporated as part of this Agreement by this reference; and
- F. **WHEREAS**, the Stormwater Control Operation and Maintenance Plan includes provisions for the BMP Operation and Maintenance and an annual inspection checklist for the BMPs constructed on the Property, and
- G. **WHEREAS**, this Agreement memorializes the Property Owner's maintenance, operations, and inspection obligations under the City's Ordinance and the approved Stormwater Control Operation and Maintenance Plan.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1. Responsibility for Operation and Maintenance:

The Property Owner, at its sole cost and expense, shall construct and install the BMPs shown in Exhibit B in accordance with the plans approved by and on file with the City. Property Owner shall diligently maintain in perpetuity the BMPs in a manner assuring peak performance at all times, shall make such changes or modifications to the BMPs, subject to City's prior approval as may be reasonably necessary for the BMPs to continue to operate as designed and approved and to accomplish its intended purpose and in good repair, and in compliance with all applicable Federal, State, County and local laws and regulations, including but not limited to the Ordinance, as the same may be amended, revised, and/or replaced from time to time. The Owner shall be responsible for the costs incurred in operating, maintaining, repairing and replacing the BMPs. Property Owner shall not destroy or remove the BMPs or modify any measure in any manner that would lessen its effectiveness. Property Owner shall make available copies of the approved Stormwater Control Operation and Maintenance Plan at the site with the facility or property manager.

SECTION 2: Inspection by Property Owner:

The Property Owner, at its sole cost and expense, shall conduct annual inspections of all permanent installed BMPs per the Plan. The annual inspection report shall include completion of the checklist described in the approved Stormwater Control Operation and Maintenance Plan. The BMPs must be inspected by a qualified independent inspector who is acceptable to the City. The Property Owner shall submit the Inspection Report on these BMPs to the City Engineer no later than **July 15th** of each year.

SECTION 3. Facility Inspection by the City:

- (a) Right of Entry. The Property Owner, on its behalf and on behalf of its successors and assigns, grants permission to the City, the inspectors of the Regional Board, and local mosquito and vector control agency, and their authorized agents and employees, to enter the Property, and to inspect the BMPs whenever the City deems necessary to enforce provisions of the Ordinance, this Agreement, or any other local or state requirements. The City may enter the premises at any reasonable time during normal business hours and upon at least 48 hours prior written notice (except that prior written notice is not required in case of emergency) to inspect the premises related to BMPs and BMP operation and maintenance, to inspect and copy records related to storm water compliance, and to collect samples and take measurements related to BMPs. The Property Owner shall deposit and maintain a Private Job Account with the City a minimum balance of **Four Thousand Dollars (\$4,000)** for inspection by City Staff pursuant to this Section 3. The deposit of **Four Thousand Dollars (\$4,000.00)** shall be made simultaneously with the execution of this Agreement.
- (b) Security. The City may require the Owner, its successors and assigns, from time to time, to post security in a form, amount, and for a time period satisfactory to City to guarantee performance of the obligations stated herein. Should the Owner, its successors and assigns, fail to perform the obligations under this Agreement, the City may, in the case of a cash bond, act for the Owner, its successors and assigns, using the proceeds from such cash bond, or in the case of a surety bond, require the surety to perform the obligations of this Agreement.

SECTION 4. Failure to Perform Required Facility Repairs or Maintenance by the Property Owner:

- (a) Enforcement Action. If the Property Owner or its successors fail to operate and maintain the BMPs in good working order and in accordance with the approved Plan and the City's Ordinance, the City may, but is not required to, pursue any enforcement action available at law or in equity to cause the completion of all maintenance and may charge the costs of such enforcement action against the Property Owner in any manner authorized by law or in equity.
- (b) City Maintenance. In the event of Property Owner's failure to operate and maintain BMPs in accordance with the Plan and the City's Ordinance, the City may also, with prior written notice, enter the Property to return the BMPs to good working order; provided however that the Property Owner shall have 30 days after any such notice, or such other time provided by law, to cure the relevant failure and provided further that the Property Owner shall have such additional time after the initial 30 days to complete a cure so long as Property Owner commences the cure within the initial 30 days and diligently prosecutes the cure to completion. Notwithstanding the foregoing, City may in its sole discretion enter the Property to return the BMPs to good working in an emergency and take any other necessary action to mitigate an emergency without any notice to Property Owner. The City is under no obligation to maintain or repair the BMPs, and this Agreement may not be construed to impose any such obligation on the City. If the City,

under this Section 4 takes any action to return the BMPs to good working order, the Property Owner shall reimburse the City for all the reasonable costs and expenses incurred by the City. The City will provide the Property Owner with an itemized invoice of the City's costs and expenses and the Property Owner shall make full payments to the City within thirty (30) days of the date of the invoice. If the Property Owners fails to pay the invoice within thirty (30) days, the City shall be entitled to cause a lien for any such unpaid maintenance expense bill to be recorded against the Property. In addition, the City shall be entitled to have the unpaid amount of the invoice placed as a special assessment on the next regular tax bill levied against the Property, after which such assessment shall be collected in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedures under foreclosure and sale in the case of delinquency as provided for ordinary municipal taxes. The actions described in this section are in addition to and not in lieu of other legal remedies provided by law. Notwithstanding the above, it is understood that City is under no obligation to repair or maintain the BMPs, and in no event shall this Agreement be construed to impose any such obligation on City.

- (c) Specific Performance. The provisions of this Agreement are expressly declared to be for the benefit of the City. The City may bring an action to obtain specific performance of this Agreement and may recover its costs, including attorney fees, incurred in bringing such action.

SECTION 5: Successors and Assigns:

Property Owner hereby declares that the Property shall be held, transferred, encumbered, used, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements and rights set forth herein for the use and benefit of each of the Lots. All of the limitations, easements, uses, obligations, covenants, restrictions and conditions stated herein shall run with the Property and shall be binding upon Property Owner, its successors and assigns, any and all parties having or acquiring any right, title or interest in or to the Property or any part thereof or interest therein and shall inure to the benefit of and be binding upon each successor-in-interest thereto.

Upon transfer of the property, the Property Owner shall provide the new owner with the current Plan and a copy of this Agreement and shall, in any event, be released from all obligations under this Agreement as of the effective date of the transfer of the Property.

SECTION 6. Indemnity:

The Property Owner, on Property Owner's behalf and on behalf of all successors in interest pursuant to Section 5 of this Agreement, shall indemnify, release, hold harmless, and defend the City and its authorized agents and employees from and against any and all demands, suits, liabilities, fines, losses, damages, accidents, casualties, occurrences or claims, including reasonable attorneys' fees, against the City which may in anyway arise or relate to the construction, operation, presence, existence or maintenance of the BMPs, or from any personal injury or property damage that may arise or relate from the City entering the property under Section 4. If a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend the claim and any resulting litigation at its sole cost and expense, with counsel approved by City. If any judgment is entered against the City, or its authorized agents or employees, the Property Owner must pay all costs and expenses to satisfy the judgment.

SECTION 7. Severability:

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions, and all other provisions shall remain in full force and effect.

SECTION 8. Non-Discrimination:

The Property Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 9. Governing Law:

City and Property Owner agree that the law governing this Agreement shall be that of the State of California and that Property Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 10. Recordation:

Property Owner shall, within 10 days after the effective date of this Agreement, record or cause the Agreement to be recorded in the Office of the Recorder, Santa Clara County, California, at the expense of the Property Owner, which recording shall constitute notice of the obligations herein set forth and a covenant running with the land and shall be binding upon all of the successors and assigns in title to the Property. In the event Property Owner fails to timely record this Agreement, City shall be authorized but not required to record the Agreement.

SECTION 11. Books and Records:

- A. The Property Owner shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements or in anyway relating to the performance of this Agreement for a minimum period of three (3) years, or for any longer period required by law.
- B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to City, at reasonable any time during regular business hours, upon at least 48 hours' prior written request by the City Attorney, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Property Owner's address indicated for receipt of notices in this Agreement.

SECTION 12. Notices:

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

City of Milpitas
Attn: City Engineer
455 East Calaveras Blvd.
Milpitas, CA 95035

To PROPERTY OWNER:

Alps Lodging 2, Inc.
Attn: Saahil Khandwala, President
698 Camino El Dorado
Encinitas, CA 92024

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 13 . Venue:

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 14 . Interpretation, Prior Agreements:

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties execute this Stormwater Management Facilities Operation and Maintenance Agreement as of the last date set forth below:

PROPERTY OWNER:

'
a

By: **ALPS LODGING 2, INC**

By: 
Name: Saahil Khandwala
Title: President

By: _____
Name: _____
Title: _____

CITY:

**CITY OF MILPITAS,
A MUNICIPAL CORPORATION**

By: _____
Ned Thomas, Interim City Manager

Approved as to form:

By: _____
Michael Mutalipassi, City Attorney

Approved:

By: _____
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

Recommended for approval:

By: _____
Matt Cano, PE
Deputy City Manager/Acting City Engineer

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

San Diego

On

May 24th 2023

Date

before me,

Kelly J Phanco

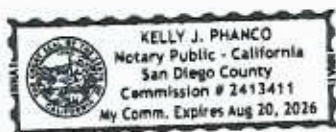
Here Insert Name and Title of the Officer

personally appeared

Saahil Khandwala

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Kelly J Phanco

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EXHIBIT A
Plat and Description for the site

**EXHIBIT A
TO
GRANT DEED**

All of the real property in the City of Milpitas, County of Santa Clara, State of California, described as follows

PARCEL ONE

All of Parcel D, as shown upon that Map entitled "Parcel Map being a Resubdivision of Lot 8 and Lot 10, as shown upon the Parcel Map recorded in Book 508 of Maps, at pages 38, 39 and 40, Records of Santa Clara County", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on October 28, 1983 in Book 520 of Maps, at pages 37 and 38

PARCEL TWO

A mutual and non-exclusive easement for the purposes of ingress and egress as granted to Callahan Pentz Dest One, a California general partnership, by Deed recorded January 10, 1984 in Book 1219, Page 2, Official Records Said easement being more particularly described as follows

Being a portion of "Parcel E" as said Parcel is shown on the "Parcel Map", recorded in Book 520 of Maps, at page 37, Records of Santa Clara County, and being a uniform strip of land 16 feet in width measured at right angles, lying contiguous to the Southerly of a portion of the Northerly property line of said "Parcel E" more particularly described as follows

Beginning at a point on the Westerly line of Cadillac Court said point being the Northeast corner of said "Parcel E" as said Cadillac Court and said "Parcel E" are shown on said "Parcel Map", thence along the Northerly line of said "Parcel E" and the Northerly line of said 16 foot uniform strip of land South 81° 54' 30" West 63 50 feet to the end of said 16 foot strip of land

ARB No 022-30-010 05

APN No 022-38-009

EXHIBIT B
Operation and Maintenance Plan

STORMWATER OPERATIONS & MAINTENANCE MANUAL

INTERCONTINENTAL HOTELS GROUP

SPRINGHILL SUITES

1201 CADILLAC COURT, MILPITAS, CA 95036



Prepared by:



Michael Chase, CPESC, CPSWQ, CESSWI
MC Environmental Solutions, Inc.
3000 Joshua Court
Bakersfield, CA 93301
661-487-6335



BMP HANDBOOK PORTAL: INDUSTRIAL & COMMERCIAL

STORMWATER OPERATIONS & MAINTENANCE MANUAL

SPRINGHILL SUITES

MILPITAS, CA

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Notary Acknowledgment

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

State of California

County of Santa Clara

On June 09, 2023 before me, Jaehyun Choi, Notary Public
(insert name and title of the officer)

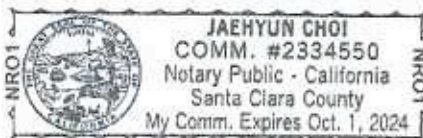
personally appeared Illa Joshi
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that be his/~~her~~/their 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 Jaehyun Choi

(Seal)



Owner's Certification

Approval and Certification of the Stormwater Operations & Maintenance Manual

Facility Name:

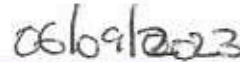
Springhill Suites, Milpitas, CA

The undersigned, while it owns the subject property, is responsible for the implementation of the provisions of this plan and will ensure that this plan is amended as appropriate to reflect up-to-date conditions on the site and facility. A copy of this Stormwater Operations & Maintenance Manual (O&M Manual) will be maintained at the facility office or site.

This O&M Manual will be reviewed with the facility operator, facility supervisors, employees, maintenance and service contractors, or any other party having responsibility for implementing portions of this O&M Manual. At least one copy of this O&M Manual shall be available on the subject property in perpetuity. Once the undersigned transfers its interest in the property, its successors-in-interest shall bear the aforementioned responsibility to implement and amend the O&M Manual.



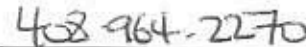
Signature of Facility Manager



Date



Facility Manager (Printed)



Telephone Number

Springhill Suites

Company

1201 Cadillac Ct, Milpitas, CA

Address

See Attached Certificate
JC 6/9/23

Section 1 Project Description

1.1 INTRODUCTION

In order to protect the health, safety, and general welfare of the residents of Milpitas, as well as to protect, sustain, and enhance the surface and ground water resources of Milpitas, drainage and stormwater management practices as provided in this Post-Construction Stormwater Operation & Maintenance Manual(O&M Manual) shall be utilized as directed herein to achieve the following objectives:

- Protect water quality by removing and/or treating pollutants prior to discharge to ground and surface waters, and to protect, restore, and maintain the chemical, physical, and biological quality of ground and surface waters.
- Protect natural infiltration and ground water recharge rates in order to sustain ground water supplies and stream base flows.
- Maintain runoff characteristics of the site after completion of development that are consistent with the carrying capacity of the receiving streams and storm sewer systems.
- Protect channels and geomorphology conditions of the receiving streams; protect their flood carrying capacity and aquatic habitats and to reduce in-stream erosion and sedimentation.
- Reduce flooding impacts and prevent a significant increase in surface runoff rates and volumes predevelopment to post-development.
- Protect adjacent lands from adverse impacts of direct stormwater discharges.
- Ensure permanent stormwater management systems are functioning as designed by providing effective long-term maintenance.
- Address applicable requirements of the Municipal Separate Storm Sewer System (MS4) National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Regulations.
- Meet regulatory water quality requirements under state and local law.

1.2 O&M MANUAL AVAILABILITY AND IMPLEMENTATION

The manager shall make the O&M Manual available at the facility during working hours and shall be made available upon request by a State or Municipal inspector.

The O&M Manual shall be implemented concurrently with the opening of the facility.

1.3 O&M MANUAL AMENDMENTS

The O&M Manual should be revised when BMPs do not meet the objectives of reducing or eliminating pollutants in stormwater discharges as determined during site inspections, a visual observation subsequent to a qualifying rain event, during an annual third party site audit, or when a change in management occurs.

1.4 RETENTION OF RECORDS

Paper or electronic records of this O&M Manual shall be retained as long as the facility is in operation.

Section 2 Project Information

2.1 PROJECT AND SITE DESCRIPTION

2.1.1 Site Description

Springhill Suites, Milpitas, CA (SHSM) is part of the InterContinental Hotels Group. SHSM is a hotel located southeast of the Interstate 880, Dixon Landing Road interchange in Milpitas, CA. The physical address for the building is 1201 Cadillac Court, Milpitas, CA 95036. The site is 3 acres and will consist of approximately 1.83 acres for the main building, and the remaining 1.17 acres is paved parking spots, landscaping, swimming pool, and other associated infrastructure and site improvements. The main building is a five-story hotel. Basic wet and dry utilities such as gas, power, telephone, sewer, and water have been provided for this site. The site improvements include, but are not limited to; construction of building, parking areas, trash enclosures, area lighting, landscaping and irrigation.

The SIC Code number associated with SHSM is 7011 for Hotels and Motels. This is a new hotel.

The project site is located at Latitude 37.44587, Longitude 121.91991 and is identified on the Site Map in Appendix A.

2.1.2 Pre-Construction Conditions

The initial condition of the project site was a commercial building and parking lot. An office building is located to the south of the property and a open lot directly to the north. The property is bordered to the west by the Highway and to the east by additional office buildings. Surrounding areas include industrial and general zoned businesses as well as single-family urban residences. The project site was previously developed. There are no known historic sources of contamination associated with this site.

2.1.3 Pre-Construction Drainage

The project site was relatively flat with a 0% to 2% slope to the west. Runoff from the project site was sheet flow to the west and into a Milpitas MS4. Stormwater discharges from the site are not considered direct discharges, as defined by the State Water Board.

2.1.4 Geology and Groundwater

The site is underlain by Urbanland-Campbell complex with an identified K value of 0.24. Native soil underlying the project site "encountered within a depth of 60 feet on the project site predominately consist of loose/firm to dense/stiff gravelly silty sand, silty sand, silty sand/ sandy silt, silty clay and sandy clay. Several 10 to 20-foot-thick lenses/layers of silty sand were encountered below depths of 23 to 43 feet in the borings.

2.1.5 Developed Condition

Post construction surface drainage will be directed to vegetated swales in the landscaped areas before discharging to the City of Milpitas MS4 storm drainage system.

2.2 REQUIRED SITE MAP INFORMATION

The construction project's Site Map showing the facility boundaries, stormwater treatment locations, and details regarding the stormwater BMPs is located in Appendix A.

Section 3 Post Construction Best Management Practice

3.1 PURPOSE

This O&M Manual includes BMPs that reduce stormwater run-off volumes and/or reduce pollutants in stormwater discharges after all construction phases have been completed at the site (Post-Construction BMPs). Post-construction BMPs consist of permanent features designed to minimize pollutant discharges, including sediment, from the site after construction has been completed.

Post-Construction BMPs include treatment of stormwater runoff using infiltration, detention/retention, seepage pits, etc., use of efficient irrigation systems, ensuring interior drains are not connected to a storm sewer system, proper material storage practices, appropriate spill response procedures, good housekeeping practices, and appropriately designed and constructed energy dissipation devices. These must be consistent with all state and local post-construction stormwater management requirements, policies, and guidelines.

Stormwater management systems have been designed and constructed to prevent the pollution of ground water resources by stormwater, promote safety, minimize health hazards, preserve natural features and provide infiltration and ground water recharge where appropriate.

3.2 SOURCE CONTROL

Source controls are practices that prevent or reduce pollutants, at the source, from entering stormwater. Most stormwater experts consider source control to be the most cost-effective practice to reduce pollution.

The following source control BMP selection table indicates the BMPs that shall be implemented to control pollutants from entering stormwater. Fact Sheets for source control BMPs are provided in Appendix B.

CASQA Fact Sheet	BMP Name	BMP Used		If not used, state reason
		YES	NO	
	Education for Property Owner	X		
	Activity Restriction	X		
	Hazardous Materials Disclosure Compliance	X		
	Uniform Fire Code Implementation	X		
	Employee Training	X		
	BMP Maintenance	X		
SC-10	Non-Stormwater Discharges	X		
SC-11	Spill Prevention, Control and Cleanup	X		
SC-20	Vehicle and Equipment Fueling		X	No Vehicles or Equipment
SC-21	Vehicle and Equipment Cleaning		X	No Vehicles or Equipment
SC-22	Vehicle and Equipment Repair		X	No Vehicles or Equipment
SC-30	Outdoor Loading/Unloading		X	No Outdoor Loading/Unloading
SC-31	Outdoor Liquid Container Storage		X	No Liquid Stored

CASQA Fact Sheet	BMP Name	BMP Used		If not used, state reason
		YES	NO	
SC-32	Outdoor Equipment Operations		X	No Equipment
SC-33	Outdoor Storage of Raw Materials		X	No Outdoor Storage
SC-34	Waste Handling and Disposal	X		
SC-35	Safer Alternative Products	X		
SC-40	Contaminated or Erodible Areas		X	All areas stabilized or Vegetated
SC-41	Building and Grounds Maintenance	X		
SC-42	Building Repair and Construction		X	New Building, No Repair or Construction
SC-43	Parking/Storage Area Maintenance	X		
SC-44	Drainage System Maintenance	X		

These source control BMPs shall be implemented in conformance with the following guidelines and as outlined in the BMP Factsheets provided in Appendix B. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the O&M Manual or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the O&M Manual prevails over guidance in the BMP Fact Sheets.

Education for Property Owner/Manager

Property Owner/Manager is required to attend a Pollution Awareness and Spill Prevention training program. The program is designed to increase awareness and knowledge of potential pollutants, how to prevent the release of pollutants, and how to correctly deal with spills. Property Owner/Manager will be retrained annually to maintain awareness. Complete training logs shown in Appendix C.

Activity Restrictions

Employees will be trained to not blow or sweep debris from hotel, parking lot, or landscaping into storm drains. No hosing down of walkways and parking lot will be permitted. Clean up of debris will be performed by sweeping, vacuum, or other approved methods. No car washing will be permitted at this site. No automotive or construction equipment repairs will be allowed on site. They will also be trained to close the lids on dumpsters after use. The person on site responsible to ensure that these activities are being adhered to will be:

Name: ILLA Joshi Position: Manager

Hazardous Material Disclosure Compliance

Hazardous materials such as herbicides, pesticides, fertilizers, paints, solvents and oils will be properly stored in enclosed and covered containment. If the quantities stored exceed the minimum required for disclosure, a "Chemical Inventory and Business Emergency Plan" must be prepared and filed with the local fire department and updated annually. The person on site responsible to ensure that the "Chemical Inventory and Business Emergency Plan" is prepared and submitted to the local fire department will be:

Name: TULA JOSHI Position: Manager

Uniform Fire Code Implementation

Chemical Inventory and Classification Package, Hazardous Materials Disclosure, High Pile Storage information, and Emergency Response shall be completed for all hazardous materials. A copy of this information shall be forwarded to the local fire department. This will need to be performed on an annual basis with inventories updated as necessary. Because of the complexity of this process, this process should be contracted for completion. A list of contractors can be found at www.ocfa.org.

Employee Training

Employees will receive training upon hire and refresher training annually thereafter. Initial training will be by the manager or supervisor. Training will be directed toward awareness of environmental stewardship and best management practices particularly non-structural BMP such as housekeeping and spill response. Complete and maintain all training logs shown in Appendix C.

BMP Maintenance

BMP maintenance, implementation schedules, and responsible parties are included with each specific structural and non-structural BMP narrative.

Non-Stormwater Discharges (SC-10)

Non-Storm Water discharges are prohibited unless authorization has been granted by the County of Milpitas prior to the non-Storm Water discharge. Employees will be trained as to what constitutes a non-Storm Water discharge and prevent them from occurring.

Spill Prevention Control and Clean-up (SC-11)

Each employee is required to attend a pollution awareness and spill prevention program. The program is designed to increase awareness and knowledge of potential pollutants, how to prevent the release of pollutants, and how to correctly deal with spills. Employees will be retrained annually to maintain awareness.

Waste Handling and Disposal (SC-34)

Employees will be trained to properly handle and dispose of waste materials, and to utilize recycling when appropriate. Employees will be encouraged to submit ideas for waste reduction and recycling. The program is designed to increase awareness and knowledge of handling and disposing of waste materials, and alternative disposal methods such as recycling. Employees will be retrained annually to maintain awareness.

Safer Alternative Products (SC-35)

Develop a comprehensive program based on: "Precautionary Principle" approach to evaluate whether a given product is safe, whether or not it is really necessary, and whether or not safer alternative products would perform just as well; Environmentally Preferable Purchasing Program to minimize the purchase of products containing hazardous ingredients; Energy Efficiency Program including no-cost or low-cost energy conservation and efficiency practices; and an Integrated Pest Management or Less-Toxic Pesticide Program.

Name: Tina Iishi Position: Manager

Building and Grounds Maintenance (SC-41)

Employees and maintenance contractors will be trained of pollutant issues associated with stormwater runoff from buildings and grounds maintenance activities. These activities can contribute to a number of pollutants such as hydrocarbons, fertilizers and pesticides, suspended solids, heavy metals, and pH issues that can enter receiving waters through stormwater runoff or non-stormwater discharges. This BMP is designed to prevent or reduce the discharge of pollutants from maintenance activities.

Name: Tina Iishi Position: Manager

Common Area Litter Control

Trash receptacles will be placed at hotel entrance and exit. These will be maintained every day with the trash removed from the receptacles and placed in trash dumpsters. Litter found on parking lots or on outside common areas will be removed by sweepers or by employees. All litter will be disposed of properly and dumpster lids closed to contain trash. Smoking areas will be kept clean with cigarette butts disposed of properly in contained receptacles.

Parking/Storage Area Maintenance (SC-43)

Parking lots and storage areas can contribute a number of substances, such as trash, suspended solids, hydrocarbons, oil and grease, and heavy metals that can enter receiving waters through Storm Water

runoff or non-Storm Water discharges. This BMP is designed to prevent or reduce the discharge of pollutants from parking lots and storage areas.

Street Sweeping Private Street and Parking Lots

Parking lot sweeping will be performed on a weekly basis to all accessible areas within the site. The debris from the sweeping operations will be disposed of properly at waste disposal facility. Prior to October 1st of each year, special attention should be made to areas where debris commonly accumulates.

Drainage System Maintenance (SC-44)

Employees and maintenance contractors will be trained of pollutant issues associated with stormwater runoff and non-stormwater discharges from all activities that will collect in, and possibly clog, the drainage system. These activities can contribute a number of pollutants such as hydrocarbons, fertilizers and pesticides, suspended solids, heavy metals, large floatable trash, and pH issues that can enter receiving waters through stormwater runoff or non-stormwater discharges. This BMP is designed to prevent or reduce the discharge of pollutants by properly maintaining catch basins, stormwater inlets, and other stormwater conveyance structures on a regular basis.

3.2 BUSINESS CATEGORY CONTROL

Business Category controls are specific to common business types that have higher potential to pollute stormwater based on the products they use and their activities.

The following Business Category control BMP selection table indicates the BMPs that shall be implemented based on business activities associated with the facility. Fact Sheets for business category control BMPs are provided in Appendix B.

CASQA Fact Sheet	BMP Name	BMP used		If not used, state reason
		YES	NO	
BG-10	Animal Care and Handling Facilities		X	No Animal Care
	Automotive Service Facilities			
BG-20	Body Repair		X	No Automotive Service
BG-21	Maintenance		X	No Automotive Service
BG-22	Service Stations		X	No Automotive Service
BG-23	Auto Recycling		X	No Automotive Service
BG-30	Food Service Facilities		X	No Food Service
BG-40	Landscape Maintenance	X		
BG-50	Marinas, Boat/Shipyards, and Ports		X	No Marinas, Boats, Ports
	Mobile Cleaning			
BG-60	Carpets & Upholstery		X	No Mobile Cleaning
BG-61	Food Service-related		X	No Mobile Cleaning
BG-62	Surface Cleaning		X	No Mobile Cleaning

CASQA Fact Sheet	BMP Name	BMP used		If not used, state reason
		YES	NO	
BG-63	Swimming Pools and Spas		X	No Mobile Cleaning
BG-64	Water Softeners		X	No Mobile Cleaning
BG-65	Vehicle and Equipment Washing		X	No Mobile Cleaning

These business category control BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix B. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the O&M Manual or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the O&M Manual prevails over guidance in the BMP Fact Sheets.

Landscape Maintenance (BG-40)

The landscape irrigation system will be inspected every 2 weeks for broken sprinklers, excessive irrigation that causes runoff, or excessive overspray. If these issues are prevalent between inspections, these problems will be corrected immediately when identified. Irrigation system shall have a rain delay feature to prevent irrigation during rain events. Fertilizer and herbicide applications will not be made when there is a problem with broken sprinklers, or excessive irrigation, or prior to a forecast rain event. Lawn clippings and other vegetative clipping will be properly disposed of and the use of blowers will be prohibited. The person on site responsible to ensure that these activities are being adhered to will be:

Name: TULA Tsuchi Position: Manager

3.3 TREATMENT & MANUFACTURED CONTROL

Treatment and Manufactured Control BMPs are physical devices, whether manufactured (patented and purchased through a vendor) or built into landscaping design to filter pollutants from stormwater runoff. The devices require inspection and maintenance to verify that each BMP performs efficiently throughout its design life.

The following Treatment control BMP selection table indicates the BMPs that shall be implemented to control pollutants by physical treatment of the stormwater. Fact Sheets for treatment control BMPs are provided in Appendix B.

CASQA Fact Sheet	BMP Name	BMP used		If not used, state reason
		YES	NO	
TC-10	Infiltration Trench		X	N/A
TC-11	Infiltration Basin		X	N/A
TC-12	Harvest and Reuse		X	N/A
TC-20	Wet Pond		X	N/A
TC-21	Constructed Wetland		X	N/A
TC-22	Extended Detention Basin		X	N/A
TC-30	Vegetated Swale	X		
TC-31	Vegetated Buffer Strip		X	N/A
TC-32	Bioretention		X	N/A
TC-40	Media Filter		X	N/A
TC-50	Water Quality Inlet		X	N/A
TC-60	Multiple Systems		X	N/A
MP-20	Biotreatment		X	N/A
MP-40	Media Filter		X	N/A
MP-50	Wet Vault		X	N/A
MP-51	Gravity Separator		X	N/A
MP-52	Drain Inlet Insert		X	N/A

Treatment Control BMPs shall be implemented in conformance with the following guidelines and in accordance with the BMP Fact Sheets provided in Appendix B. If there is a conflict between documents, the Site Map will prevail over narrative in the body of the O&M Manual or guidance in the BMP Fact Sheets. Site specific details in the Site Map prevail over standard details included in the Site Map. The narrative in the body of the O&M Manual prevails over guidance in the BMP Fact Sheets.

Vegetated Swale (TC-30)

A Vegetated Swale is a media and vegetation filled trench that receives stormwater runoff. Also known as bioswales, these systems; collect and slowly convey runoff flow, as well as reduce the discharge of stormwater to receiving waters and lessen the pollutants. Bioswales must be inspected, tested and maintained on a regular basis to preserve the efficiency at which it operates. Clogging can, and will occur, at a faster rate if other control BMPs are not in place. A thick vegetative cover is needed for the swale to function properly. With testing, proper maintenance, and visual observations, life and performance of these systems is enhanced. Also, be sure standing water does not accumulate for longer than 96 hours. Standing water is a

breeding ground for vectors and is also an indicator of clogging problems with the bioswale. The person on site responsible to ensure that these activities are being adhered to will be:

Name: TILA JBSHI Position: Manager

Section 4 BMP Inspection and Maintenance

4.1 BMP INSPECTION AND MAINTENANCE

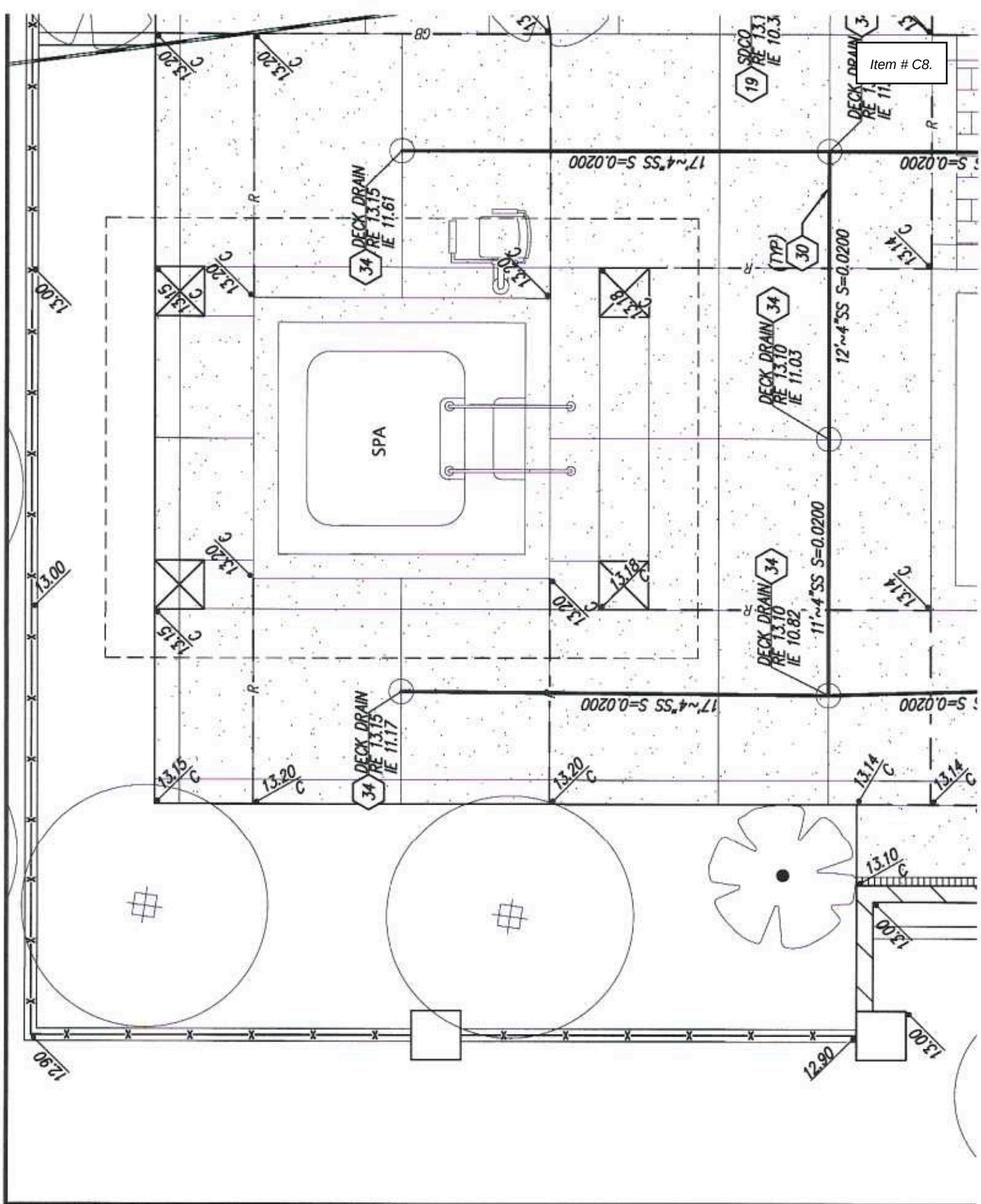
The MS4 Permit requires routine inspections of BMPs, along with inspections before, during, and after rain events. BMPs shall be maintained regularly to ensure proper and effective functionality. Specific details for maintenance, inspection, and repair of BMPs can be found in the BMP Factsheets in Appendix B.

BMP Name	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
Source Control BMPs		
Education for Property Owner/Manager	Property Owner/Manager will be trained at hire and annually thereafter.	Manager
Activity Restriction	Employees will be trained at hire and annually thereafter.	Manager
Hazardous Materials Disclosure Compliance	Appropriate documentation will be compiled and submitted to local fire department and updated annually.	Manager
Uniform Fire Code Implementation	Appropriate documentation will be compiled and submitted to local fire department prior to hotel opening and updated annually.	Manager
Employee Training	Employees are required to attend a pollution awareness and spill prevention program. The program is designed to increase awareness and knowledge of potential pollutants, how to prevent the release of pollutants, and how to correctly deal with spills. Employees will be retrained annually to maintain awareness.	Manager
BMP Maintenance	The manager will implement a schedule for BMP maintenance and assign duties as necessary.	Manager
SC-10. Non-Storm Water Discharges	Employees will be trained on problems associated with non-Storm Water discharges during the pollution awareness and spill prevention program.	Manager

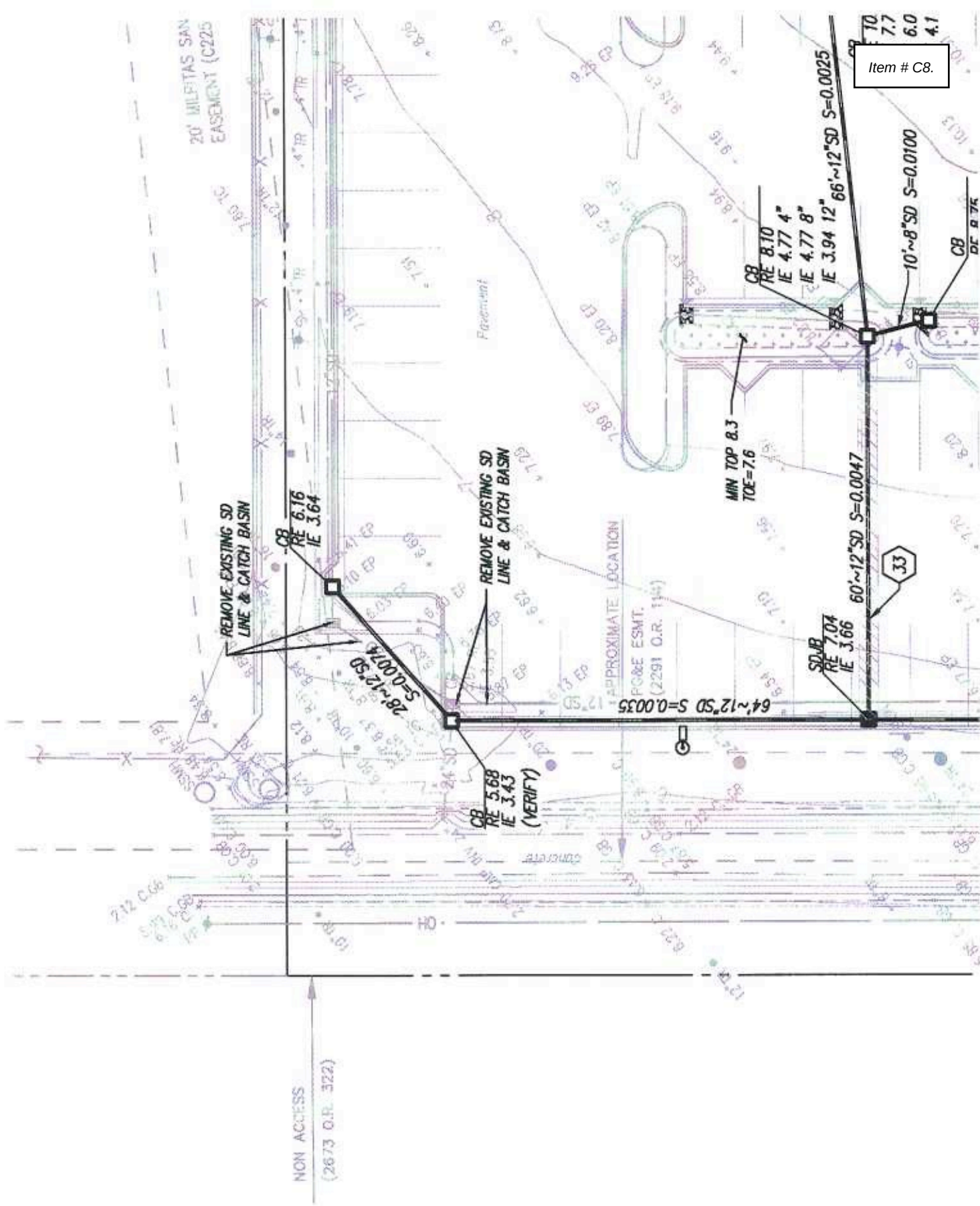
BMP Name	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
	Employees will be retrained annually to maintain awareness.	
SC-11. Spill Contingency Plan	Employees are required to attend a pollution awareness and spill prevention program. The program is designed to increase awareness and knowledge of potential pollutants, how to prevent the release of pollutants, and how to correctly deal with spills. Employees will be retrained annually to maintain awareness.	Manager
SC-34. Waste Handling and Disposal	Employees will be encouraged to recycle those materials which can be recycled. Management will provide receptacles for recycling.	Manager
SC-35. Safer Alternative Products	Employees will be encouraged to explore the use of materials which are safer to the environment. Management will encourage employees to practice energy savings in everyday duties.	Manager
SC-41. Building and Grounds Maintenance	Employees and contractors are required to attend a pollution awareness and spill prevention program. The program is designed to increase awareness and knowledge of potential pollutants, how to prevent the release of pollutants, and how to correctly deal with spills. Employees will be retrained annually to maintain awareness.	Manager
Common Area Litter Control	Trash receptacles will be placed at the entrances and exits prior to hotel opening. These receptacles will be maintained daily and will not be allowed to overflow. Trash from receptacles will be disposed of properly into trash dumpsters.	Manager
Design and Construct Trash and Waste Storage Areas to Reduce Pollutant Introduction	The trash and waste storage area will be enclosed with walls and the access side with gates. Damage to the trash and waste storage area will be corrected immediately upon notification of damages.	Manager

BMP Name	Implementation, Maintenance, and Inspection Frequency and Schedule	Person or Entity with Operation & Maintenance Responsibility
SC-43. Parking/Storage Area Maintenance	Employees will be trained on problems associated with parking lot and storage area maintenance during the pollution awareness and spill prevention program. Employees will be retrained annually to maintain awareness.	Manager
Street Sweeping Private Streets and Parking Lots	Sweeping will be performed weekly to all accessible areas within the site.	Manager
SC-44. Drainage System Maintenance	Storm drain inlets will be inspected annually in the late summer or early fall prior to the rainy season starting October 1 st of each year. Damages, re-stenciling, or maintenance do to fill exceeding 40% of capacity; will be addressed before rainy season.	Store Manager
BG-40. Landscape Maintenance	Irrigation system will be inspected at initial startup for damage or overspray. Systems will be adjusted to optimize irrigation without creating runoff. Systems will be inspected every 2 weeks thereafter to ensure systems are operating correctly. Any problems will be repair immediately upon observation.	Manager
TC-30. Vegetated Swale	The swale will be installed according to engineering specifications for the soil, plants and non-vegetative cover. Area should be inspected weekly for problems such as dead plants, irrigation needs, or ponding. Bottoms should be scarified or raked annually. Sediment deposits should be removed from pretreatment devices at least annually by flushing or jetting the system. In general, if approximately 36 hours after a rain event, water is being retained, the system is not functioning properly. If this occurs, notify the Environmental Manager. Removal and reconstruction of the infiltration device may be necessary.	Landscape Contractor

Appendix A: Site Map



Item # C8.



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NON ACCESS
(2673 D.R. 3)

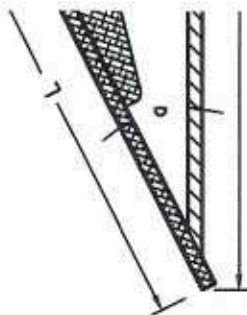
DMA 12

DMA II

APPENDIX A: LOCATION

MIN TOP 8.3-
TOE=7.6

89



Mitered Drain, Inc.
<http://www.miteredrain.ca>
 email: info@miteredrain.ca
 (707) 620-0607 fax
 (707) 620-0606
 Windsor, California 95492
 P.O. Box 1556

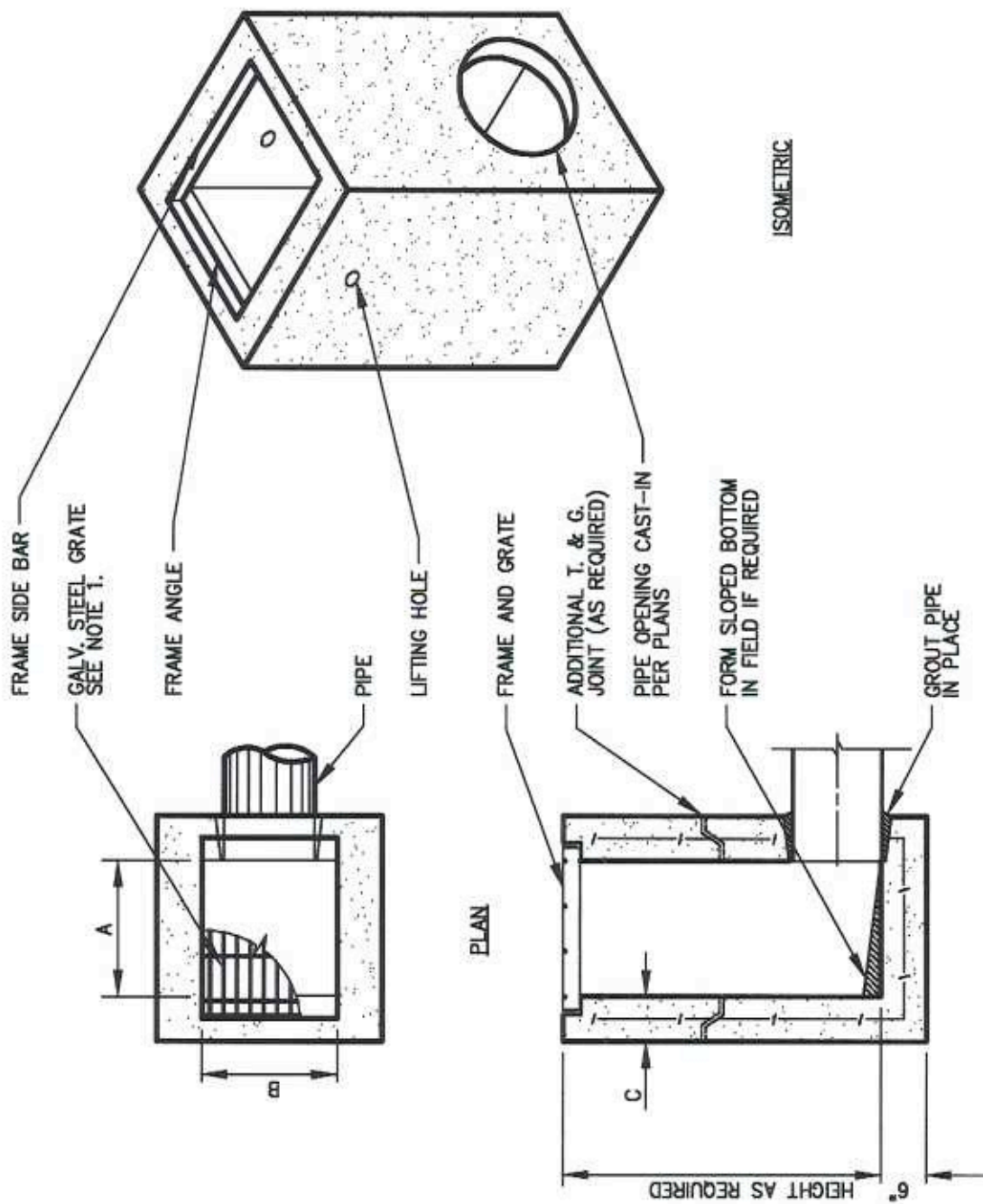
DIMENSION TABLE*

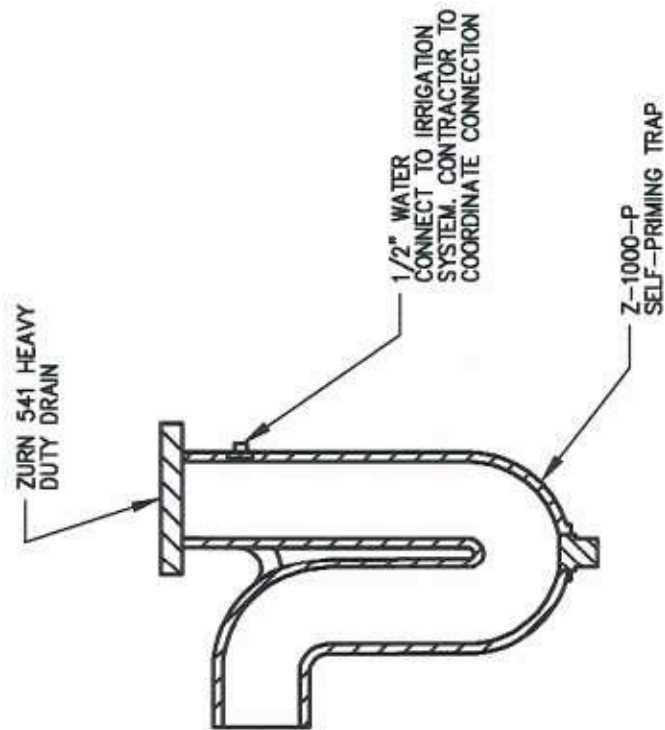
PIPE SIZE	SLOPE	MODEL NO.	A(in.)
3"	2:1	3MD2	12
3"	3:1	3MD3	16
4"	3:1	4MD3	20
6"	3:1	6MD3	29
8"	3:1	8MD3	37
12"	3:1	12MD3	52

*ALL DIMENSIONS ARE IN INCH

MITE

Item # C8.





1

P-TRAP DETAIL

NOT TO SCALE

SEE SHEET C5.0 & C6.0

*Appendix B: CASQA Stormwater BMP Handbook Portal: Industrial
and Commercial BMP Cutsheets*

Description

Non-stormwater discharges (NSWDs) are flows that do not consist entirely of stormwater. Some non-stormwater discharges do not include pollutants and may be discharged to the storm drain if local regulations allow. These include uncontaminated groundwater and natural springs. There are also some non-stormwater discharges that typically do not contain pollutants and may be discharged to the storm drain with conditions. These include: potable water sources, fire hydrant flushing, air conditioner condensate, landscape irrigation drainage and landscape watering, emergency firefighting, etc. as discussed in Section 2.

However there are certain non-stormwater discharges that pose an environmental concern. These discharges may originate from illegal dumping of industrial material or wastes and illegal connections such as internal floor drains, appliances, industrial processes, sinks, and toilets that are illegally connected to the nearby storm drainage system through on-site drainage and piping. These unauthorized discharges (examples of which may include: process waste waters, cooling waters, wash waters, and sanitary wastewater) can carry substances such as paint, oil, fuel and other automotive fluids, chemicals and other pollutants into storm drains.

Non-stormwater discharges will need to be addressed through a combination of detection and elimination. The ultimate goal is to effectively eliminate unauthorized non-stormwater discharges to the stormwater drainage system through implementation of measures to detect, correct, and enforce against illicit connections and illegal discharges of

Objectives

- Cover
- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment	
Nutrients	✓
Trash	
Metals	✓
Bacteria	✓
Oil and Grease	✓
Organics	✓

Minimum BMPs Covered

	Good Housekeeping	✓
	Preventative Maintenance	
	Spill and Leak Prevention and Response	✓
	Material Handling & Waste Management	
	Erosion and Sediment Controls	
	Employee Training Program	✓
	Quality Assurance Record Keeping	✓



pollutants on streets and into the storm drain system and downstream water bodies.

Approach

Initially the Discharger must make an assessment of non-stormwater discharges to determine which types must be eliminated or addressed through BMPs. The focus of the following approach is the elimination of unauthorized non-stormwater discharges. See other BMP Fact Sheets for activity-specific pollution prevention procedures.

General Pollution Prevention Protocols

- ☐ Implement waste management controls described in SC-34 Waste Handling and Disposal.
- ☐ Develop clear protocols and lines of communication for effectively prohibiting non-stormwater discharges, especially those that are not classified as hazardous. These are often not responded to as effectively as they need to be.
- ☐ Stencil or demarcate storm drains, where applicable, to prevent illegal disposal of pollutants. Storm drain inlets should have messages such as "Dump No Waste Drains to Stream" or similar stenciled or demarcated next to them to warn against ignorant or unintentional dumping of pollutants into the storm drainage system.
- ☐ Manage and control sources of water such as hose bibs, faucets, wash racks, irrigation heads, etc. Identify hoses and faucets in the SWPPP, and post signage for appropriate use.

Non-Stormwater Discharge Investigation Protocols

Identifying the sources of non-stormwater discharges requires the Discharger to conduct an investigation of the facility at regular intervals. There are several categories of non-stormwater discharges:

- ☐ Visible, easily identifiable discharges, typically generated as surface runoff, such as uncontained surface runoff from vehicle or equipment washing; and
- ☐ Non-visible, (e.g., subsurface) discharges into the site drainage system through a variety of pathways that are not obvious.

The approach to detecting and eliminating non-stormwater discharges will vary considerably, as discussed below:

Visible and identifiable discharges

- ☐ Conduct routine inspections of the facilities and of each major activity area and identify visible evidence of unauthorized non-stormwater discharges. This may include:
 - ✓ Visual observations of actual discharges occurring;

- ✓ Evidence of surface staining, discoloring etc. that indicates that discharges have occurred;
 - ✓ Pools of water in low lying areas when a rain event has not occurred; and
 - ✓ Discussions with operations personnel to understand practices that may lead to unauthorized discharges.
- If evidence of non-stormwater discharges is discovered:
- ✓ Document the location and circumstances using Worksheets 5 and 6 (Section 2 of the manual), including digital photos;
 - ✓ Identify and implement any quick remedy or corrective action (e.g., moving uncovered containers inside or to a proper location); and
 - ✓ Develop a plan to eliminate the discharge. Consult the appropriate activity-specific BMP Fact Sheet for alternative approaches to manage and eliminate the discharge.
- Consult the appropriate activity-specific BMP Fact Sheet for alternative approaches to manage and eliminate the discharge. Make sure the facility SWPPP is up-to-date and includes applicable BMPs to address the non-stormwater discharge.

Other Illegal Discharges (Non visible)

Illicit Connections

- Locate discharges from the industrial storm drainage system to the municipal storm drain system through review of “as-built” piping schematics.
- Isolate problem areas and plug illicit discharge points.
- Locate and evaluate discharges to the storm drain system.
- Visual Inspection and Inventory:
 - ✓ Inventory and inspect each discharge point during dry weather.
 - ✓ Keep in mind that drainage from a storm event can continue for a day or two following the end of a storm and groundwater may infiltrate the underground stormwater collection system.
 - ✓ Non-stormwater discharges are often intermittent and may require periodic inspections.

Review Infield Piping

- A review of the “as-built” piping schematic is a way to determine if there are any connections to the stormwater collection system.

- ❑ Inspect the path of loading/unloading area drain inlets and floor drains in older buildings.
- ❑ Never assume storm drains are connected to the sanitary sewer system.

Monitoring for investigation/detection of illegal discharges

- ❑ If a suspected illegal or unknown discharge is detected, monitoring of the discharge may help identify the content and/or suggest the source. This may be done with a field screening analysis, flow meter measurements, or by collecting a sample for laboratory analysis. Section 5 and Appendix D describe the necessary field equipment and procedures for field investigations.
- ❑ Investigative monitoring may be conducted over time. For example if, a discharge is intermittent, then monitoring might be conducted to determine the timing of the discharge to determine the source.
- ❑ Investigative monitoring may be conducted over a spatial area. For example, if a discharge is observed in a pipe, then monitoring might be conducted at accessible upstream locations in order to pinpoint the source of the discharge.
- ❑ Generally, investigative monitoring requiring collection of samples and submittal for lab analysis requires proper planning and specially trained staff.

Smoke Testing

Smoke testing of wastewater and stormwater collection systems is used to detect connections between the two piping systems. Smoke testing is generally performed at a downstream location and the smoke is forced upstream using blowers to create positive pressure. The advantage to smoke testing is that it can potentially identify multiple potential discharge sources at once.

- ❑ Smoke testing uses a harmless, non-toxic smoke cartridges developed specifically for this purpose.
- ❑ Smoke testing requires specialized equipment (e.g., cartridges, blowers) and is generally only appropriate for specially trained staff.
- ❑ A Standard Operating Procedure (SOP) for smoke testing is highly desirable. The SOP should address the following elements:
 - ✓ Proper planning and notification of nearby residents and emergency services is necessary since introducing smoke into the system may result in false alarms;
 - ✓ During dry weather, the stormwater collection system is filled with smoke and then traced back to sources;

- ✓ Temporary isolation of segments of pipe using sand bags is often needed to force the smoke into leaking pipes; and
- ✓ The appearance of smoke in a waste vent pipe, at a sewer manhole, or even the base of a toilet indicates that there may be a connection between the sanitary and storm water systems.
- Most municipal wastewater agencies will have necessary staff and equipment to conduct smoke testing and they should be contacted if cross connections with the sanitary sewer are suspected. See SC-44 Drainage System Maintenance for more information.

Dye Testing

- Dye testing is typically performed when there is a suspected specific pollutant source and location (i.e., leaking sanitary sewer) and there is evidence of dry weather flows in the stormwater collection system.
- Dye is released at a probable upstream source location, either the facility's sanitary or process wastewater system. The dye must be released with a sufficient volume of water to flush the system.
- Operators then visually examine the downstream discharge points from the stormwater collection system for the presence of the dye.
- Dye testing can be performed informally using commercially available products in order to conduct an initial investigation for fairly obvious cross-connections.
- More detailed dye testing should be performed by properly trained staff and follow SOPs. Specialized equipment such as fluorometers may be necessary to detect low concentrations of dye.
- Most municipal wastewater agencies will have necessary staff and equipment to conduct dye testing and they should be contacted if cross connections with the sanitary sewer are suspected.

TV Inspection of Drainage System

- Closed Circuit Television (CCTV) can be employed to visually identify illicit connections to the industrial storm drainage system. Two types of CCTV systems are available: (1) a small specially designed camera that can be manually pushed on a stiff cable through storm drains to observe the interior of the piping, or (2) a larger remote operated video camera on treads or wheels that can be guided through storm drains to view the interior of the pipe.
- CCTV systems often include a high-pressure water jet and camera on a flexible cable. The water jet cleans debris and biofilm off the inside of pipes so the camera can take video images of the pipe condition.

- ❑ CCTV units can detect large cracks and other defects such as offsets in pipe ends caused by root intrusions or shifting substrate.
- ❑ CCTV can also be used to detect dye introduced into the sanitary sewer.
- ❑ CCTV inspections require specialized equipment and properly trained staff and are generally best left to specialized contractors or municipal public works staff.

Illegal Dumping

- ❑ Substances illegally dumped on streets and into the storm drain systems and creeks may include paints, used oil and other automotive fluids, construction debris, chemicals, fresh concrete, leaves, grass clippings, and pet wastes. These wastes can cause stormwater and receiving water quality problems as well as clog the storm drain system itself.
- ❑ Establish a system for tracking incidents. The system should be designed to identify the following:
 - ✓ Illegal dumping hot spots;
 - ✓ Types and quantities (in some cases) of wastes;
 - ✓ Patterns in time of occurrence (time of day/night, month, or year);
 - ✓ Mode of dumping (abandoned containers, “midnight dumping” from moving vehicles, direct dumping of materials, accidents/spills);
 - ✓ An anonymous tip/reporting mechanism; and
 - ✓ Evidence of responsible parties (e.g., tagging, encampments, etc.).
- ❑ One of the keys to success of reducing or eliminating illegal dumping is increasing the number of people at the facility who are aware of the problem and who have the tools to at least identify the incident, if not correct it. Therefore, train field staff to recognize and report the incidents.

Once a site has been cleaned:

- ❑ Post “No Dumping” signs with a phone number for reporting dumping and disposal.
- ❑ Landscaping and beautification efforts of hot spots may also discourage future dumping, as well as provide open space and increase property values.
- ❑ Lighting or barriers may also be needed to discourage future dumping.
- ❑ See fact sheet SC-11 Spill Prevention, Control, and Cleanup.

Inspection

- ☐ Regularly inspect and clean up hot spots and other storm drainage areas where illegal dumping and disposal occurs.
- ☐ Conduct field investigations of the industrial storm drain system for potential sources of non-stormwater discharges.
- ☐ Pro-actively conduct investigations of high priority areas. Based on historical data, prioritize specific geographic areas and/or incident type for pro-active investigations.



Spill and Leak Prevention and Response

- ☐ On paved surfaces, clean up spills with as little water as possible. Use a rag for small spills, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous waste.
- ☐ Never hose down or bury dry material spills. Sweep up the material and dispose of properly.
- ☐ Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
- ☐ For larger spills, a private spill cleanup company or Hazmat team may be necessary.
- ☐ See SC-11 Spill Prevention Control and Cleanup.



Employee Training Program

- ☐ Training of technical staff in identifying and documenting illegal dumping incidents is required. The frequency of training must be presented in the SWPPP, and depends on site-specific industrial materials and activities.
- ☐ Consider posting a quick reference table near storm drains to reinforce training.
- ☐ Train employees to identify non-stormwater discharges and report discharges to the appropriate departments.
- ☐ Educate employees about spill prevention and cleanup.
- ☐ Well-trained employees can reduce human errors that lead to accidental releases or spills. The employee should have the tools and knowledge to immediately begin cleaning up a spill should one occur. Employees should be familiar with the Spill Prevention Control and Countermeasure Plan. Employees should be able to identify work/jobs with high potential for spills and suggest methods to reduce possibility.
- ☐ Determine and implement appropriate outreach efforts to reduce non-permissible non-stormwater discharges.

- ☐ Conduct spill response drills annually (if no events occurred) in order to evaluate the effectiveness of the plan.
- ☐ When a responsible party is identified, educate the party on the impacts of his or her actions.



Quality Assurance and Record Keeping

Performance Evaluation

- ☐ Annually review internal investigation results; assess whether goals were met and what changes or improvements are necessary.
- ☐ Obtain feedback from personnel assigned to respond to, or inspect for, illicit connections and illegal dumping incidents.
- ☐ Develop document and data management procedures.
- ☐ A database is useful for defining and tracking the magnitude and location of the problem.
- ☐ Report prohibited non-stormwater discharges observed during the course of normal daily activities so they can be investigated, contained, and cleaned up or eliminated.
- ☐ Document that non-stormwater discharges have been eliminated by recording tests performed, methods used, dates of testing, and any on-site drainage points observed.
- ☐ Annually document and report the results of the program.
- ☐ Maintain documentation of illicit connection and illegal dumping incidents, including significant conditionally exempt discharges that are not properly managed.
- ☐ Document training activities.

Potential Limitations and Work-Arounds

Some facilities may have space constraints, limited staffing and time limitations that may preclude implementation of BMPs. Provided below are typical limitations and recommended “work-arounds.”

- ☐ Many facilities do not have accurate, up-to-date ‘as-built’ plans or drawings which may be necessary in order to conduct non-stormwater discharge assessments.
 - ✓ Online tools such as Google Earth™ can provide an aerial view of the facility and may be useful in understanding drainage patterns and potential sources of non-stormwater discharges
 - ✓ Local municipal jurisdictions may have useful drainage systems maps.

- Video surveillance cameras are commonly used to secure the perimeter of industrial facilities against break-ins and theft. These surveillance systems may also be useful for capturing illegal dumping activities. Minor, temporary adjustments to the field of view of existing surveillance camera systems to target known or suspected problem areas may be a cost-effective way of capturing illegal dumping activities and identifying the perpetrators.

Potential Capital Facility Costs and Operation & Maintenance Requirements

Facilities

- Capital facility cost requirements may be minimal unless cross-connections to storm drains are detected.
- Indoor floor drains may require re-plumbing if cross-connections are detected.
- Leaky sanitary sewers will require repair or replacement which can have significant costs depending on the size and industrial activity at the facility.

Maintenance (including administrative and staffing)

- The primary effort is for staff time and depends on how aggressively a program is implemented.
- Costs for containment, and disposal of any leak or discharge is borne by the Discharger.
- Illicit connections can be difficult to locate especially if there is groundwater infiltration.
- Illegal dumping and illicit connection violations requires technical staff to detect and investigate them.

Supplemental Information

Permit Requirements

The IGP authorizes certain Non-Storm Water Discharges (NSWDs) provided BMPs are included in the SWPPP and implemented to:

- Reduce or prevent the contact of authorized NSWDs with materials or equipment that are potential sources of pollutants;
- Reduce, to the extent practicable, the flow or volume of authorized NSWDs;
- Ensure that authorized NSWDs do not contain quantities of pollutants that cause or contribute to an exceedance of a water quality standards (WQS); and,

- Reduce or prevent discharges of pollutants in authorized NSWs in a manner that reflects best industry practice considering technological availability and economic practicability and achievability.”

References and Resources

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WEF Press Alexandria, Virginia, 2009. *Existing Sewer Evaluation and Rehabilitation: WEF Manual of Practice No. FD-6 ASCE/EWRI Manuals and Reports on Engineering Practice No. 62, Third Edition*.

Description

Many activities that occur at an industrial or commercial site have the potential to cause accidental spills. Preparation for accidental spills, with proper training and reporting systems implemented, can minimize the discharge of pollutants to the environment.

Spills and leaks are one of the largest contributors of stormwater pollutants. Spill prevention and control plans are applicable to any site at which hazardous materials are stored or used. An effective plan should have spill prevention and response procedures that identify hazardous material storage areas, specify material handling procedures, describe spill response procedures, and provide locations of spill clean-up equipment and materials. The plan should take steps to identify and characterize potential spills, eliminate and reduce spill potential, respond to spills when they occur in an effort to prevent pollutants from entering the stormwater drainage system, and train personnel to prevent and control future spills. An adequate supply of spill clean-up materials must be maintained onsite.

Approach

General Pollution Prevention Protocols

- ☐ Develop procedures to prevent/mitigate spills to storm drain systems.
- ☐ Develop and standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
- ☐ Establish procedures and/or controls to minimize spills and leaks. The procedures should address:
 - ✓ Description of the facility, owner and address, activities, chemicals, and quantities present;

Objectives

- Cover
- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment	
Nutrients	
Trash	
Metals	✓
Bacteria	
Oil and Grease	✓
Organics	✓

Minimum BMPs Covered

 Good Housekeeping	
 Preventative Maintenance	
 Spill and Leak Prevention and Response	✓
 Material Handling & Waste Management	
 Erosion and Sediment Controls	
 Employee Training Program	✓
 Quality Assurance Record Keeping	✓



- ✓ Facility map of the locations of industrial materials;
 - ✓ Notification and evacuation procedures;
 - ✓ Cleanup instructions;
 - ✓ Identification of responsible departments; and
 - ✓ Identify key spill response personnel.
- Recycle, reclaim, or reuse materials whenever possible. This will reduce the amount of process materials that are brought into the facility.



Spill and Leak Prevention and Response

Spill Prevention

- Develop procedures to prevent/mitigate spills to storm drain systems. Develop and standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
- If illegal dumping is observed at the facility:
- ✓ Post “No Dumping” signs with a phone number for reporting illegal dumping and disposal. Signs should also indicate fines and penalties applicable for illegal dumping.
 - ✓ Landscaping and beautification efforts may also discourage illegal dumping.
 - ✓ Bright lighting and/or entrance barriers may also be needed to discourage illegal dumping.
- Store and contain liquid materials in such a manner that if the container is ruptured, the contents will not discharge, flow, or be washed into the storm drainage system, surface waters, or groundwater.
- If the liquid is oil, gas, or other material that separates from and floats on water, install a spill control device (such as a tee section) in the catch basins that collects runoff from the storage tank area.



Preventative Maintenance

- Place drip pans or absorbent materials beneath all mounted taps, and at all potential drip and spill locations during filling and unloading of tanks. Any collected liquids or soiled absorbent materials must be reused/recycled or properly disposed.
- Store and maintain appropriate spill cleanup materials in a location known to all near the tank storage area; and ensure that employees are familiar with the site’s spill control plan and/or proper spill cleanup procedures.

- ☐ Sweep and clean the storage area monthly if it is paved, *do not hose down the area to a storm drain.*
- ☐ Check tanks (and any containment sumps) daily for leaks and spills. Replace tanks that are leaking, corroded, or otherwise deteriorating with tanks in good condition. Collect all spilled liquids and properly dispose of them.
- ☐ Label all containers according to their contents (e.g., solvent, gasoline).
- ☐ Label hazardous substances regarding the potential hazard (corrosive, radioactive, flammable, explosive, poisonous).
- ☐ Prominently display required labels on transported hazardous and toxic materials (per US DOT regulations).
- ☐ Identify key spill response personnel.

Spill Response

- ☐ Clean up leaks and spills immediately.
- ☐ Place a stockpile of spill cleanup materials where it will be readily accessible (e.g., near storage and maintenance areas).
- ☐ On paved surfaces, clean up spills with as little water as possible.
 - ✓ Use a rag for small spills, a damp mop for general cleanup, and absorbent material for larger spills.
 - ✓ If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous waste.
 - ✓ If possible use physical methods for the cleanup of dry chemicals (e.g., brooms, shovels, sweepers, or vacuums).
- ☐ Never hose down or bury dry material spills. Sweep up the material and dispose of properly.
- ☐ Chemical cleanups of material can be achieved with the use of adsorbents, gels, and foams. Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
- ☐ For larger spills, a private spill cleanup company or Hazmat team may be necessary.

Reporting

- ☐ Report spills that pose an immediate threat to human health or the environment to the Regional Water Quality Control Board or local authority as location regulations dictate.
- ☐ Federal regulations require that any oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hour).
- ☐ Report spills to 911 for dispatch and clean-up assistance when needed. Do not contact fire agencies directly.
- ☐ Establish a system for tracking incidents. The system should be designed to identify the following:
 - ✓ Types and quantities (in some cases) of wastes;
 - ✓ Patterns in time of occurrence (time of day/night, month, or year);
 - ✓ Mode of dumping (abandoned containers, “midnight dumping” from moving vehicles, direct dumping of materials, accidents/spills);
 - ✓ Clean-up procedures; and
 - ✓ Responsible parties.



Employee Training Program

- ☐ Educate employees about spill prevention and cleanup.
- ☐ Well-trained employees can reduce human errors that lead to accidental releases or spills:
 - ✓ The employee should have the tools and knowledge to immediately begin cleaning up a spill should one occur; and
 - ✓ Employees should be familiar with the Spill Prevention Control and Countermeasure Plan.
- ☐ Employees should be educated about aboveground storage tank requirements. Employees responsible for aboveground storage tanks and liquid transfers should be thoroughly familiar with the Spill Prevention Control and Countermeasure Plan and the plan should be readily available.
- ☐ Train employees to recognize and report illegal dumping incidents.

Other Considerations (Limitations and Regulations)

- ☐ State regulations exist for facilities with a storage capacity of 10,000 gallons or more of petroleum to prepare a Spill Prevention Control and Countermeasure (SPCC) Plan (Health & Safety Code Chapter 6.67).
- ☐ State regulations also exist for storage of hazardous materials (Health & Safety Code Chapter 6.95), including the preparation of area and business plans for emergency response to the releases or threatened releases.
- ☐ Consider requiring smaller secondary containment areas (less than 200 sq. ft.) to be connected to the sanitary sewer, prohibiting any hard connections to the storm drain.

Requirements

Costs (including capital and operation & maintenance)

- ☐ Will vary depending on the size of the facility and the necessary controls.
- ☐ Prevention of leaks and spills is inexpensive. Treatment and/or disposal of contaminated soil or water can be quite expensive.

Maintenance (including administrative and staffing)

- ☐ Develop spill prevention and control plan, provide and document training, conduct inspections of material storage areas, and supply spill kits.
- ☐ Extra time is needed to properly handle and dispose of spills, which results in increased labor costs.

Supplemental Information

Further Detail of the BMP

Reporting

Record keeping and internal reporting represent good operating practices because they can increase the efficiency of the facility and the effectiveness of BMPs. A good record keeping system helps the facility minimize incident recurrence, correctly respond with appropriate cleanup activities, and comply with legal requirements. A record keeping and reporting system should be set up for documenting spills, leaks, and other discharges, including discharges of hazardous substances in reportable quantities. Incident records describe the quality and quantity of non-stormwater discharges to the storm sewer. These records should contain the following information:

- ☐ Date and time of the incident;
- ☐ Weather conditions;
- ☐ Duration of the spill/leak/discharge;

- ☐ Cause of the spill/leak/discharge;
- ☐ Response procedures implemented;
- ☐ Persons notified; and
- ☐ Environmental problems associated with the spill/leak/discharge.

Separate record keeping systems should be established to document housekeeping and preventive maintenance inspections, and training activities. All housekeeping and preventive maintenance inspections should be documented. Inspection documentation should contain the following information:

- ☐ Date and time the inspection was performed;
- ☐ Name of the inspector;
- ☐ Items inspected;
- ☐ Problems noted;
- ☐ Corrective action required; and
- ☐ Date corrective action was taken.

Other means to document and record inspection results are field notes, timed and dated photographs, videotapes, and drawings and maps.

Aboveground Tank Leak and Spill Control

Accidental releases of materials from aboveground liquid storage tanks present the potential for contaminating stormwater with many different pollutants. Materials spilled, leaked, or lost from tanks may accumulate in soils or on impervious surfaces and be carried away by stormwater runoff.

The most common causes of unintentional releases are:

- ☐ Installation problems;
- ☐ Failure of piping systems (pipes, pumps, flanges, couplings, hoses, and valves);
- ☐ External corrosion and structural failure;
- ☐ Spills and overfills due to operator error; and
- ☐ Leaks during pumping of liquids or gases from truck or rail car to a storage tank or vice versa.

Storage of reactive, ignitable, or flammable liquids should comply with the Uniform Fire Code and the National Electric Code. Practices listed below should be employed to enhance the code requirements:

- ☐ Tanks should be placed in a designated area.
- ☐ Tanks located in areas where firearms are discharged should be encapsulated in concrete or the equivalent.
- ☐ Designated areas should be impervious and paved with Portland cement concrete, free of cracks and gaps, in order to contain leaks and spills.
- ☐ Liquid materials should be stored in UL approved double walled tanks or surrounded by a curb or dike to provide the volume to contain 10 percent of the volume of all of the containers or 110 percent of the volume of the largest container, whichever is greater. The area inside the curb should slope to a drain.
- ☐ For used oil or dangerous waste, a dead-end sump should be installed in the drain.
- ☐ All other liquids should be drained to the sanitary sewer if available. The drain must have a positive control such as a lock, valve, or plug to prevent release of contaminated liquids.
- ☐ Accumulated stormwater in petroleum storage areas should be passed through an oil/water separator.

Maintenance is critical to preventing leaks and spills. Conduct routine inspections and:

- ☐ Check for external corrosion and structural failure.
- ☐ Check for spills and overfills due to operator error.
- ☐ Check for failure of piping system (pipes, pumps, flanges, coupling, hoses, and valves).
- ☐ Check for leaks or spills during pumping of liquids or gases from truck or rail car to a storage facility or vice versa.
- ☐ Visually inspect new tank or container installation for loose fittings, poor welding, and improper or poorly fitted gaskets.
- ☐ Inspect tank foundations, connections, coatings, and tank walls and piping system. Look for corrosion, leaks, cracks, scratches, and other physical damage that may weaken the tank or container system.
- ☐ Frequently relocate accumulated stormwater during the wet season.

- Periodically conduct integrity testing by a qualified professional.

Vehicle Leak and Spill Control

Major spills on roadways and other public areas are generally handled by highly trained Hazmat teams from local fire departments or environmental health departments. The measures listed below pertain to leaks and smaller spills at vehicle maintenance shops.

In addition to implementing the spill prevention, control, and clean up practices above, use the following measures related to specific activities:

Vehicle and Equipment Maintenance

- Perform all vehicle fluid removal or changing inside or under cover to prevent the run-on of stormwater and the runoff of spills.
- Regularly inspect vehicles and equipment for leaks, and repair immediately.
- Check incoming vehicles and equipment (including delivery trucks, and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment onsite.
- Always use secondary containment, such as a drain pan or drop cloth, to catch spills or leaks when removing or changing fluids.
- Immediately drain all fluids from wrecked vehicles.
- Store wrecked vehicles or damaged equipment under cover.
- Place drip pans or absorbent materials under heavy equipment when not in use.
- Use absorbent materials on small spills rather than hosing down the spill.
- Remove the adsorbent materials promptly and dispose of properly.
- Promptly transfer used fluids to the proper waste or recycling drums. Don't leave full drip pans or other open containers lying around.
- Oil filters disposed of in trashcans or dumpsters can leak oil and contaminate stormwater. Place the oil filter in a funnel over a waste oil recycling drum to drain excess oil before disposal. Oil filters can also be recycled. Ask your oil supplier or recycler about recycling oil filters.
- Store cracked batteries in a non-leaking secondary container. Do this with all cracked batteries, even if you think all the acid has drained out. If you drop a battery, treat it as if it is cracked. Put it into the containment area until you are sure it is not leaking.

Vehicle and Equipment Fueling

- ❑ Design the fueling area to prevent the run-on of stormwater and the runoff of spills:

Cover fueling area if possible.

Use a perimeter drain or slope pavement inward with drainage to a sump.

Pave fueling area with concrete rather than asphalt.

- ❑ If dead-end sump is not used to collect spills, install an oil/water separator.
- ❑ Install vapor recovery nozzles to help control drips as well as air pollution.
- ❑ Discourage “topping-off” of fuel tanks.
- ❑ Use secondary containment when transferring fuel from the tank truck to the fuel tank.
- ❑ Use absorbent materials on small spills and general cleaning rather than hosing down the area. Remove the absorbent materials promptly.
- ❑ Carry out all Federal and State requirements regarding underground storage tanks, or install above ground tanks.
- ❑ Do not use mobile fueling of mobile industrial equipment around the facility; rather, transport the equipment to designated fueling areas.
- ❑ Keep your Spill Prevention Control and Countermeasure (SPCC) Plan up-to-date.
- ❑ Train employees in proper fueling and cleanup procedures.

Industrial Spill Prevention Response

For the purposes of developing a spill prevention and response program to meet the stormwater regulations, facility managers should use information provided in this fact sheet and the spill prevention/response portions of the fact sheets in this handbook, for specific activities.

The program should:

- ❑ Integrate with existing emergency response/hazardous materials programs (e.g., Fire Department).
- ❑ Develop procedures to prevent/mitigate spills to storm drain systems.
- ❑ Identify responsible departments.

- ☐ Develop and standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
- ☐ Address spills at municipal facilities, as well as public areas.
- ☐ Provide training concerning spill prevention, response and cleanup to all appropriate personnel.

References and Resources

California's Nonpoint Source Program Plan. <http://www.swrcb.ca.gov/nps/index.html>.

Clark County Storm Water Pollution Control Manual. Available online at:
<http://www.co.clark.wa.us/pubworks/bmpman.pdf>.

King County Storm Water Pollution Control Manual. Available online at:
<http://dnr.metrokc.gov/wlr/dss/spcm.htm>.

Orange County Stormwater Program, Best Management Practices for Industrial/Commercial Business Activities. Available online at:
<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessactivities>

Santa Clara Valley Urban Runoff Pollution Prevention Program.
<http://www.scvurppp.org>.

The Stormwater Managers Resource Center. <http://www.stormwatercenter.net/>.

Description

Improper storage and handling of solid wastes can allow toxic compounds, oils and greases, heavy metals, nutrients, suspended solids, and other pollutants to enter stormwater runoff. The discharge of pollutants to stormwater from waste handling and disposal can be prevented and reduced by tracking waste generation, storage, and disposal; reducing waste generation and disposal through source reduction, reuse, and recycling; and preventing run-on and runoff.

Approach

Reduce potential for pollutant discharge through source control pollution prevention and BMP implementation. Successful implementation depends on effective training of employees on applicable BMPs and general pollution prevention strategies and objectives.

General Pollution Prevention Protocols

- Accomplish reduction in the amount of waste generated using the following source controls:
 - ✓ Production planning and sequencing;
 - ✓ Process or equipment modification;
 - ✓ Raw material substitution or elimination;
 - ✓ Loss prevention and housekeeping;
 - ✓ Waste segregation and separation; and
 - ✓ Close loop recycling.
- Establish a material tracking system to increase awareness about material usage. This may reduce spills and minimize contamination, thus reducing the amount of waste produced.
- Recycle materials whenever possible.

Objectives

- Cover
- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment

Nutrients

Trash

Metals

✓

Bacteria

✓

Oil and Grease

✓

Organics

✓

Minimum BMPs Covered

- | | | |
|---|--|---|
|  | Good Housekeeping | ✓ |
|  | Preventative Maintenance | ✓ |
|  | Spill and Leak Prevention and Response | ✓ |
|  | Material Handling & Waste Management | ✓ |
|  | Erosion and Sediment Controls | |
|  | Employee Training Program | ✓ |
|  | Quality Assurance Record Keeping | ✓ |



- ☐ Use the entire product before disposing of the container.
- ☐ To the extent possible, store wastes under cover or indoors after ensuring all safety concerns such as fire hazard and ventilation are addressed.
- ☐ Provide containers for each waste stream at each work station. Allow time after shift to clean area.



Good Housekeeping

- ☐ Cover storage containers with leak proof lids or some other means. If waste is not in containers, cover all waste piles (plastic tarps are acceptable coverage) and prevent stormwater run-on and runoff with a berm. The waste containers or piles must be covered except when in use.
- ☐ Use drip pans or absorbent materials whenever grease containers are emptied by vacuum trucks or other means. Grease cannot be left on the ground. Collected grease must be properly disposed of as garbage.
- ☐ Dispose of rinse and wash water from cleaning waste containers into a sanitary sewer if allowed by the local sewer authority. Do not discharge wash water to the street or storm drain. Clean in a designated wash area that drains to a clarifier.
- ☐ Transfer waste from damaged containers into safe containers.
- ☐ Take special care when loading or unloading wastes to minimize losses. Loading systems can be used to minimize spills and fugitive emission losses such as dust or mist. Vacuum transfer systems can minimize waste loss.
- ☐ Keep the waste management area clean at all times by sweeping and cleaning up spills immediately.
- ☐ Use dry methods when possible (e.g., sweeping, use of absorbents) when cleaning around restaurant/food handling dumpster areas. If water must be used after sweeping/using absorbents, collect water and discharge through grease interceptor to the sewer.
- ☐ Stencil or demarcate storm drains on the facility's property with prohibitive message regarding waste disposal.
- ☐ Cover waste piles with temporary covering material such as reinforced tarpaulin, polyethylene, polyurethane, polypropylene or hypalon.
- ☐ If possible, move the activity indoor after ensuring all safety concerns such as fire hazard and ventilation are addressed.



Preventative Maintenance

- ☐ Prevent stormwater run-on from entering the waste management area by enclosing the area or building a berm around the area.
- ☐ Prevent waste materials from directly contacting rain.

- ☐ Cover waste piles with temporary covering material such as reinforced tarpaulin, polyethylene, polyurethane, polypropylene or hypalon.
- ☐ Cover the area with a permanent roof if feasible.
- ☐ Cover dumpsters to prevent rain from washing waste out of holes or cracks in the bottom of the dumpster.
- ☐ Check waste containers weekly for leaks and to ensure that lids are on tightly. Replace any that are leaking, corroded, or otherwise deteriorating.
- ☐ Sweep and clean the waste management area regularly. Use dry methods when possible (e.g., sweeping, vacuuming, use of absorbents) when cleaning around restaurant/food handling dumpster areas. If water must be used after sweeping/using absorbents, collect water and discharge through grease interceptor to the sewer.
- ☐ Inspect and replace faulty pumps or hoses regularly to minimize the potential of releases and spills.
- ☐ Repair leaking equipment including valves, lines, seals, or pumps promptly.



Spill Response and Prevention Procedures

- ☐ Keep your spill prevention and plan up-to-date.
- ☐ Have an emergency plan, equipment and trained personnel ready at all times to deal immediately with major spills.
- ☐ Collect all spilled liquids and properly dispose of them.
- ☐ Store and maintain appropriate spill cleanup materials in a location known to all near the designated wash area.
- ☐ Ensure that vehicles transporting waste have spill prevention equipment that can prevent spills during transport. Spill prevention equipment includes:
 - ✓ Vehicles equipped with baffles for liquid waste; and
 - ✓ Trucks with sealed gates and spill guards for solid waste.



Material Handling and Waste Management

Litter Control

- ☐ Post "No Littering" signs and enforce anti-litter laws.
- ☐ Provide a sufficient number of litter receptacles for the facility.
- ☐ Clean out and cover litter receptacles frequently to prevent spillage.

Waste Collection

- ☐ Keep waste collection areas clean.

- ☐ Inspect solid waste containers for structural damage regularly. Repair or replace damaged containers as necessary.
- ☐ Secure solid waste containers; containers must be closed tightly when not in use.
- ☐ Do not fill waste containers with washout water or any other liquid.
- ☐ Ensure that only appropriate solid wastes are added to the solid waste container. Certain wastes such as hazardous wastes, appliances, fluorescent lamps, pesticides, etc., may not be disposed of in solid waste containers (see chemical/ hazardous waste collection section below).
- ☐ Do not mix wastes; this can cause chemical reactions, make recycling impossible, and complicate disposal. Affix labels to all waste containers.

Chemical/Hazardous Wastes

- ☐ Select designated hazardous waste collection areas on-site.
- ☐ Store hazardous materials and wastes in covered containers and protect them from vandalism.
- ☐ Place hazardous waste containers in secondary containment.
- ☐ Make sure that hazardous waste is collected, removed, and disposed of only at authorized disposal areas.
- ☐ Hazardous waste cannot be reused or recycled; it must be disposed of by a licensed hazardous waste hauler.



Employee Training Program

- ☐ Educate employees about pollution prevention measures and goals.
- ☐ Train employees how to properly handle and dispose of waste using the source control BMPs described above.
- ☐ Train employees and subcontractors in proper hazardous waste management.
- ☐ Use a training log or similar method to document training.
- ☐ Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.



Quality Assurance and Record Keeping

- ☐ Keep accurate maintenance logs that document minimum BMP activities performed for waste handling and disposal, types and quantities of waste disposed of, and any improvement actions.
- ☐ Keep accurate logs of spill response actions that document what was spilled, how it was cleaned up, and how the waste was disposed.

- ❑ Establish procedures to complete logs and file them in the central office.

Potential Capital Facility Costs and Operation & Maintenance Requirements

Facilities

- ❑ Capital costs will vary substantially depending on the size of the facility and the types of waste handled. Significant capital costs may be associated with reducing wastes by modifying processes or implementing closed-loop recycling.
- ❑ Many facilities will already have indoor covered areas where waste materials will be stored and will require no additional capital expenditures for providing cover.
- ❑ If outdoor storage of wastes is required, construction of berms or other means to prevent stormwater run-on and runoff may require appropriate constructed systems for containment.
- ❑ Capital investments will likely be required at some sites if adequate cover and containment facilities do not exist and can vary significantly depending upon site conditions.

Maintenance

- ❑ Check waste containers weekly for leaks and to ensure that lids are on tightly. Replace any that are leaking, corroded, or otherwise deteriorating.
- ❑ Sweep and clean the waste management area regularly. Use dry methods when possible (e.g., sweeping, use of absorbents) when cleaning around restaurant/food handling dumpster areas. If water must be used after sweeping/using absorbents, collect water and discharge through grease interceptor to the sewer.
- ❑ Inspect and replace faulty pumps or hoses regularly to minimize the potential of releases and spills.
- ❑ Repair leaking equipment including valves, lines, seals, or pumps promptly.

References and Resources

Minnesota Pollution Control Agency, *Industrial Stormwater Best Management Practices Guidebook*. Available online at: <http://www.pca.state.mn.us/index.php/view-document.html?gid=10557>.

New Jersey Department of Environmental Protection, 2013. *Basic Industrial Stormwater General Permit Guidance Document NJPDES General Permit No NJ0088315*, Revised. Available online at: http://www.nj.gov/dep/dwq/pdf/5G2_guidance_color.pdf.

Orange County Stormwater Program, *Best Management Practices for Industrial/Commercial Business Activities*. Available online at: <http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>

Oregon Department of Environmental Quality, 2013. *Industrial Stormwater Best Management Practices Manual- BMP 26 Fueling and Liquid Loading/Unloading Operations*. Available online at:

<http://www.deq.state.or.us/wq/wqpermit/docs/IndBMPO21413.pdf>.

Sacramento Stormwater Management Program. *Best Management Practices for Industrial Storm Water Pollution Control*. Available online at:

<http://www.msa.saccounty.net/sactostormwater/documents/guides/industrial-BMP-manual.pdf>.

Sacramento County Environmental Management Stormwater Program: Best Management Practices. Available online at:

<http://www.emd.saccounty.net/EnvHealth/Stormwater/Stormwater-BMPs.html>.

Santa Clara Valley Urban Runoff Pollution Prevention Program. <http://www.scvurppp-w2k.com/>

US EPA. National Pollutant Discharge Elimination System – Industrial Fact Sheet Series for Activities Covered by EPA's Multi Sector General Permit. Available online at:

<http://cfpub.epa.gov/npdes/stormwater/swsectors.cfm>.

Description

Promote the use of less harmful products and products that contain little or no TMDL and 303(d) list pollutants. Alternatives exist for most product classes including chemical fertilizers, pesticides, cleaning solutions, janitorial chemicals, automotive and paint products, and consumables (batteries, fluorescent lamps).

Approach

Pattern a new program after the many established programs around the state and country. Integrate this best management practice as much as possible with existing programs at your facility.

Develop a comprehensive program based on:

- ☐ The "Precautionary Principle," which is an alternative to the "Risk Assessment" model that says it's acceptable to use a potentially harmful product until physical evidence of its harmful effects are established and deemed too costly from an environmental or public health perspective. For instance, a risk assessment approach might say it's acceptable to use a pesticide until there is direct proof of an environmental impact. The Precautionary Principle approach is used to evaluate whether a given product is safe, whether it is really necessary, and whether alternative products would perform just as well.
- ☐ Environmentally Preferable Purchasing Program to minimize the purchase of products containing hazardous ingredients used in the facility's custodial services, fleet maintenance, and facility maintenance in favor of using alternate products that pose less risk to employees and to the environment.
- ☐ Integrated Pest Management (IPM) or Less-Toxic Pesticide Program, which uses a pest management approach that minimizes the use of toxic chemicals and gets rid of pests

Objectives

- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment	
Nutrients	✓
Trash	
Metals	✓
Bacteria	
Oil and Grease	✓
Organics	✓

Minimum BMPs Covered

	Good Housekeeping	
	Preventative Maintenance	
	Spill and Leak Prevention and Response	
	Material Handling & Waste Management	
	Erosion and Sediment Controls	
	Employee Training Program	✓
	Quality Assurance Record Keeping	



by methods that pose a lower risk to employees, the public, and the environment.

- ❑ Energy Efficiency Program including no-cost and low-cost energy conservation and efficiency actions that can reduce both energy consumption and electricity bills, along with long-term energy efficiency investments.

Consider the following mechanisms for developing and implementing a comprehensive program:

- ❑ Policies
- ❑ Procedures
 - ✓ Standard operating procedures (SOPs);
 - ✓ Purchasing guidelines and procedures; and
 - ✓ Bid packages (services and supplies).
- ❑ Materials
 - ✓ Preferred or approved product and supplier lists;
 - ✓ Product and supplier evaluation criteria;
 - ✓ Training sessions and manuals; and
 - ✓ Fact sheets for employees.

Implement this BMP in conjunction with the Vehicle and Equipment Management fact sheets (SC-20 – SC-22) and SC-41 Building and Grounds Maintenance.



Employee Training Program

- ❑ Employees who handle potentially harmful materials should be trained in the use of safer alternatives.
- ❑ Purchasing departments should be trained on safer alternative products and encouraged to procure less hazardous materials and products that contain little or no harmful substances or TMDL pollutants.
- ❑ Employees and contractors / service providers can both be educated about safer alternatives by using information developed by a number of organizations including the references and resources provided in this fact sheet.

Potential Limitations and Work-Arounds

Some facilities may have space constraints, limited staffing and time limitations that may preclude implementation of BMPs. Provided below are typical limitations and recommended “work-arounds”

- ❑ Alternative products may not be available, suitable, or effective in every case.

- ✓ Minimize use of hazardous/harmful products if no alternative product is available.

Regulatory Considerations

This BMP has no regulatory requirements unless local/municipal ordinance applies. Existing regulations already encourage facilities to reduce the use of hazardous materials through incentives such as reduced:

- Specialized equipment storage and handling requirements;
- Storm water runoff sampling requirements;
- Training and licensing requirements; and
- Record keeping and reporting requirements.

Cost Considerations

- The primary cost is for staff time to: 1) develop new policies and procedures and 2) educate purchasing departments and employees who handle potentially harmful materials about the availability, procurement, and use of safer alternatives.
- Some alternative products may be slightly more expensive than conventional products.

Supplemental Information

The following discussion provides some general information on safer alternatives. More specific information on particular hazardous materials and the available alternatives may be found in the references and resources listed below.

- Automotive products – Less toxic alternatives are not available for many automotive products, especially engine fluids. But there are alternatives to grease lubricants, car polishes, degreasers, and windshield washer solution. Refined motor oil is also available.
- Vehicle/Trailer lubrication – Fifth wheel bearings on trucks require routine lubrication. Adhesive lubricants are available to replace typical chassis grease.
- Cleaners – Vegetables-based or citrus-based soaps are available to replace petroleum-based soaps/detergents.
- Paint products – Water-based paints, wood preservatives, stains, and finishes with low VOC content are available.
- Pesticides – Specific alternative products or methods exist to control most insects, fungi, and weeds.
- Chemical Fertilizers – Compost and soil amendments are natural alternatives.
- Consumables – Manufacturers have either reduced or are in the process of reducing the amount of heavy metals in consumables such as batteries and fluorescent lamps.

All fluorescent lamps contain mercury, however low-mercury containing lamps are now available from most hardware and lighting stores. Fluorescent lamps are also more energy efficient than the average incandescent lamp.

- Janitorial chemicals – Even biodegradable soap can harm fish and wildlife before it biodegrades. Biodegradable does not mean non-toxic. Safer products and procedures are available for floor stripping and cleaning, as well as carpet, glass, metal, and restroom cleaning and disinfecting. Use paper products with post-consumer recycled content and implement electric hand dryers.

Examples

There are a number of business and trade associations, and communities with effective programs. Some of the more prominent are listed below in the references and resources section.

References and Resources

Note: Many of these references provide alternative products for materials that typically are used inside and disposed to the sanitary sewer as well as alternatives to products that usually end up in the storm drain.

General Sustainable Practices and Pollution Prevention Including Pollutant-Specific Information

California Department of Toxic Substances Control,
<http://www.dtsc.ca.gov/PollutionPrevention/GreenTechnology/Index.cfm>.

CalRecycle, <http://www.calrecycle.ca.gov/Business/Regulated.htm>.

City of Santa Monica Office of Sustainability and Environment,
<http://www.smgov.net/departments/ose/>.

City of Palo Alto, <http://www.city.palo-alto.ca.us/cleanbay>.

City and County of San Francisco, Department of the Environment,
<http://www.sfenvironment.org/toxics-health/greener-business-practices>.

Green Business Program, <http://www.greenbiz.ca.gov/GRlocal.html>.

Product Stewardship Institute, <http://www.productstewardship.us/index.cfm>.

Sacramento Clean Water Business Partners.
<http://www.sacstormwater.org/CleanWaterBusinessPartners/CleanWaterBusinessPartners.html>.

USEPA. National Pollutant Discharge Elimination System (NPDES) Stormwater Discharges From Industrial Facilities,
<http://cfpub.epa.gov/npdes/stormwater/indust.cfm>.

USEPA Region IX Pollution Prevention Program,
<http://www.epa.gov/region9/waste/p2/business.html>.

Western Sustainability and Pollution Prevention Network, <http://wsppn.org/>.

Metals (mercury, copper)

National Electrical Manufacturers Association – Environmental Stewardship,
<http://www.nema.org/Policy/Environmental-Stewardship/pages/default.aspx>.

Sustainable Conservation, <http://www.suscon.org>.

Auto Recycling Project

Brake Pad Partnership

Pesticides and Chemical Fertilizers

Bio-Integral Resource Center, <http://www.birc.org>.

California Department of Pesticide Regulation,
<http://www.cdpr.ca.gov/dprprograms.htm>.

University of California Statewide IPM Program,
<http://www.ipm.ucdavis.edu/default.html>.

Dioxins

Bay Area Dioxins Project,
http://www.abag.ca.gov/bayarea/dioxin/project_materials.htm.

Description

Stormwater runoff from building and grounds maintenance activities can be contaminated with toxic hydrocarbons in solvents, fertilizers and pesticides, suspended solids, heavy metals, abnormal pH, and oils and greases. Utilizing the protocols in this fact sheet will prevent or reduce the discharge of pollutants to stormwater from building and grounds maintenance activities by washing and cleaning up with as little water as possible, following good landscape management practices, preventing and cleaning up spills immediately, keeping debris from entering the storm drains, and maintaining the stormwater collection system.

Approach

Reduce potential for pollutant discharge through source control pollution prevention and BMP implementation. Successful implementation depends on effective training of employees on applicable BMPs and general pollution prevention strategies and objectives.

General Pollution Prevention Protocols

- ☐ Switch to non-toxic chemicals for maintenance to the maximum extent possible.
- ☐ Choose cleaning agents that can be recycled.
- ☐ Encourage proper lawn management and landscaping, including use of native vegetation.
- ☐ Encourage use of Integrated Pest Management techniques for pest control.
- ☐ Encourage proper onsite recycling of yard trimmings.
- ☐ Recycle residual paints, solvents, lumber, and other material as much as possible.

Objectives

- Cover
- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	
Metals	✓
Bacteria	✓
Oil and Grease	
Organics	

Minimum BMPs Covered

	Good Housekeeping	✓
	Preventative Maintenance	
	Spill and Leak Prevention and Response	✓
	Material Handling & Waste Management	✓
	Erosion and Sediment Controls	
	Employee Training Program	✓
	Quality Assurance Record Keeping	✓



- Clean work areas at the end of each work shift using dry cleaning methods such as sweeping and vacuuming.



Good Housekeeping

Pressure Washing of Buildings, Rooftops, and Other Large Objects

- In situations where soaps or detergents are used and the surrounding area is paved, pressure washers must use a water collection device that enables collection of wash water and associated solids. A sump pump, wet vacuum or similarly effective device must be used to collect the runoff and loose materials. The collected runoff and solids must be disposed of properly.
- If soaps or detergents are not used, and the surrounding area is paved, wash runoff does not have to be collected but must be screened. Pressure washers must use filter fabric or some other type of screen on the ground and/or in the catch basin to trap the particles in wash water runoff.
- If you are pressure washing on a grassed area (with or without soap), runoff must be dispersed as sheet flow as much as possible, rather than as a concentrated stream. The wash runoff must remain on the grass and not drain to pavement.

Landscaping Activities

- Dispose of grass clippings, leaves, sticks, or other collected vegetation as garbage, or by composting. Do not dispose of collected vegetation into waterways or storm drainage systems.
- Use mulch or other erosion control measures on exposed soils. See also SC-40, Contaminated and Erodible Areas, for more information.

Building Repair, Remodeling, and Construction

- Do not dump any toxic substance or liquid waste on the pavement, the ground, or toward a storm drain.
- Use ground or drop cloths underneath outdoor painting, scraping, and sandblasting work, and properly dispose of collected material daily.
- Use a ground cloth or oversized tub for activities such as paint mixing and tool cleaning.
- Clean paintbrushes and tools covered with water-based paints in sinks connected to sanitary sewers or in portable containers that can be dumped into a sanitary sewer drain. Brushes and tools covered with non-water-based paints, finishes, or other materials must be cleaned in a manner that enables collection of used solvents (e.g., paint thinner, turpentine, etc.) for recycling or proper disposal.
- Use a storm drain cover, filter fabric, or similarly effective runoff control mechanism if dust, grit, wash water, or other pollutants may escape the work area and enter a catch basin. This is particularly necessary on rainy days. The containment device(s) must be in place at the beginning of the work day, and accumulated dirty runoff and

solids must be collected and disposed of before removing the containment device(s) at the end of the work day.

- ☐ If you need to de-water an excavation site, you may need to filter the water before discharging to a catch basin or off-site. If directed off-site, you should direct the water through hay bales and filter fabric or use other sediment filters or traps.
- ☐ Store toxic material under cover during precipitation events and when not in use. A cover would include tarps or other temporary cover material.

Mowing, Trimming, and Planting

- ☐ Dispose of leaves, sticks, or other collected vegetation as garbage, by composting or at a permitted landfill. Do not dispose of collected vegetation into waterways or storm drainage systems.
- ☐ Use mulch or other erosion control measures when soils are exposed.
- ☐ Place temporarily stockpiled material away from watercourses and drain inlets, and berm or cover stockpiles to prevent material releases to the storm drain system.
- ☐ Consider an alternative approach when bailing out muddy water: do not put it in the storm drain; pour over landscaped areas.
- ☐ Use hand weeding where practical.

Fertilizer and Pesticide Management

- ☐ Do not use pesticides if rain is expected.
- ☐ Do not mix or prepare pesticides for application near storm drains.
- ☐ Use the minimum amount needed for the job.
- ☐ Calibrate fertilizer distributors to avoid excessive application.
- ☐ Employ techniques to minimize off-target application (e.g., spray drift) of pesticides, including consideration of alternative application techniques.
- ☐ Apply pesticides only when wind speeds are low.
- ☐ Fertilizers should be worked into the soil rather than dumped or broadcast onto the surface.
- ☐ Irrigate slowly to prevent runoff and then only as much as is needed.
- ☐ Clean pavement and sidewalk if fertilizer is spilled on these surfaces before applying irrigation water.

Inspection

- ☐ Inspect irrigation system periodically to ensure that the right amount of water is being applied and that excessive runoff is not occurring. Minimize excess watering and repair leaks in the irrigation system as soon as they are observed.



Spill Response and Prevention Procedures

- ☐ Keep your Spill Prevention Control and Countermeasure (SPCC) Plan up-to-date.
- ☐ Place a stockpile of spill cleanup materials, such as brooms, dustpans, and vacuum sweepers (if desired) near the storage area where it will be readily accessible.
- ☐ Have employees trained in spill containment and cleanup present during the loading/unloading of dangerous wastes, liquid chemicals, or other materials.
- ☐ Familiarize employees with the Spill Prevention Control and Countermeasure Plan.
- ☐ Clean up spills immediately.



Material Handling and Waste Management

- ☐ Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of fertilizers and pesticides and training of applicators and pest control advisors.
- ☐ Use less toxic pesticides that will do the job when applicable. Avoid use of copper-based pesticides if possible.
- ☐ Dispose of empty pesticide containers according to the instructions on the container label.
- ☐ Use up the pesticides. Rinse containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste.
- ☐ Implement storage requirements for pesticide products with guidance from the local fire department and County Agricultural Commissioner. Provide secondary containment for pesticides.



Employee Training Program

- ☐ Educate and train employees on pesticide use and in pesticide application techniques to prevent pollution.
- ☐ Train employees and contractors in proper techniques for spill containment and cleanup.
- ☐ Be sure the frequency of training takes into account the complexity of the operations and the needs of individual staff.



Quality Assurance and Record Keeping

- ☐ Keep accurate logs that document maintenance activities performed and minimum BMP measures implemented.
- ☐ Keep accurate logs of spill response actions that document what was spilled, how it was cleaned up, and how the waste was disposed.
- ☐ Establish procedures to complete logs and file them in the central office.

Potential Capital Facility Costs and Operation & Maintenance Requirements

Facilities

- Additional capital costs are not anticipated for building and grounds maintenance. Implementation of the minimum BMPs described above should be conducted as part of regular site operations.

Maintenance

- Maintenance activities for the BMPs described above will be minimal, and no additional cost is anticipated.

Supplemental Information

Fire Sprinkler Line Flushing

Site fire sprinkler line flushing may be a source of non-stormwater runoff pollution. The water entering the system is usually potable water, though in some areas it may be non-potable reclaimed wastewater. There are subsequent factors that may drastically reduce the quality of the water in such systems. Black iron pipe is usually used since it is cheaper than potable piping, but it is subject to rusting and results in lower quality water. Initially, the black iron pipe has an oil coating to protect it from rusting between manufacture and installation; this will contaminate the water from the first flush but not from subsequent flushes. Nitrates, poly-phosphates and other corrosion inhibitors, as well as fire suppressants and antifreeze may be added to the sprinkler water system. Water generally remains in the sprinkler system a long time (typically a year) and between flushes may accumulate iron, manganese, lead, copper, nickel, and zinc. The water generally becomes anoxic and contains living and dead bacteria and breakdown products from chlorination. This may result in a significant BOD problem and the water often smells. Consequently dispose fire sprinkler line flush water into the sanitary sewer. Do not allow discharge to storm drain or infiltration due to potential high levels of pollutants in fire sprinkler line water.

References and Resources

City of Seattle, Seattle Public Utilities Department of Planning and Development, 2009. *Stormwater Manual Vol. 1 Source Control Technical Requirements Manual*.

Kennedy/Jenks Consultants, 2007. *The Truckee Meadows Industrial and Commercial Storm Water Best Management Practices Handbook*. Available online at: [http://www.cityofsparks.us/sites/default/files/assets/documents/env-control/construction/TM-I-C BMP Handbook 2-07-final.pdf](http://www.cityofsparks.us/sites/default/files/assets/documents/env-control/construction/TM-I-C_BMP_Handbook_2-07-final.pdf).

Orange County Stormwater Program, Best Management Practices for Industrial/Commercial Business Activities. Available online at: <http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>.

Sacramento Stormwater Management Program. *Best Management Practices for Industrial Storm Water Pollution Control*. Available online at:

Building & Grounds Maintenance SC-41

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<http://www.msa.saccounty.net/sactostormwater/documents/guides/industrial-BMP-manual.pdf>.

US EPA, 1997. *Best Management Practices Handbook for Hazardous Waste Containers*. Available online at: <http://www.epa.gov/region6/6en/h/handbk4.pdf>.

Ventura Countywide Stormwater Management Program Clean Business Fact Sheets. Available online at:
http://www.vcstormwater.org/documents/programs_business/building.pdf.

Description

Parking lots can contribute a number of substances, such as trash, suspended solids, hydrocarbons, oil and grease, and heavy metals that can enter receiving waters through stormwater runoff or non-stormwater discharges. The protocols in this fact sheet are intended to prevent or reduce the discharge of pollutants from parking areas and include using good housekeeping practices, following appropriate cleaning BMPs, and training employees.

BMPs for other outdoor areas on site (loading/unloading, material storage, and equipment operations) are described in SC-30 through SC-33.

Approach

The goal of this program is to ensure stormwater pollution prevention practices are considered when conducting activities on or around parking areas to reduce potential for pollutant discharge to receiving waters. Successful implementation depends on effective training of employees on applicable BMPs and general pollution prevention strategies and objectives.

General Pollution Prevention Protocols

- ☐ Encourage advanced designs and maintenance strategies for impervious parking lots. Refer to the treatment control BMP fact sheets in this manual for additional information.
- ☐ Keep accurate maintenance logs to evaluate BMP implementation.



Good Housekeeping

- ☐ Keep all parking areas clean and orderly. Remove debris, litter, and sediments in a timely fashion.
- ☐ Post "No Littering" signs and enforce anti-litter laws.

Objectives

- Cover
- Contain
- Educate
- Reduce/Minimize
- Product Substitution

Targeted Constituents

Sediment	✓
Nutrients	
Trash	✓
Metals	✓
Bacteria	
Oil and Grease	✓
Organics	✓

Minimum BMPs Covered

	Good Housekeeping	✓
	Preventative Maintenance	✓
	Spill and Leak Prevention and Response	✓
	Material Handling & Waste Management	
	Erosion and Sediment Controls	
	Employee Training Program	✓
	Quality Assurance Record Keeping	✓



- ☐ Provide an adequate number of litter receptacles.
- ☐ Clean out and cover litter receptacles frequently to prevent spillage.



Preventative Maintenance

Inspection

Have designated personnel conduct inspections of parking facilities and stormwater conveyance systems associated with parking facilities on a regular basis.

- ☐ Inspect cleaning equipment/sweepers for leaks on a regular basis.

Surface Cleaning

- ☐ Use dry cleaning methods (e.g., sweeping, vacuuming) to prevent the discharge of pollutants into the stormwater conveyance system if possible.
- ☐ Establish frequency of public parking lot sweeping based on usage and field observations of waste accumulation.
- ☐ Sweep all parking lots at least once before the onset of the wet season.
- ☐ Dispose of parking lot sweeping debris and dirt at a landfill.
- ☐ Follow the procedures below if water is used to clean surfaces:
 - ✓ Block the storm drain or contain runoff.
 - ✓ Collect and pump wash water to the sanitary sewer or discharge to a pervious surface. Do not allow wash water to enter storm drains.
- ☐ Follow the procedures below when cleaning heavy oily deposits:
 - ✓ Clean oily spots with absorbent materials.
 - ✓ Use a screen or filter fabric over inlet, then wash surfaces.
 - ✓ Do not allow discharges to the storm drain.
 - ✓ Vacuum/pump discharges to a tank or discharge to sanitary sewer.
 - ✓ Dispose of spilled materials and absorbents appropriately.

Surface Repair

- ☐ Check local ordinance for SUSMP/LID ordinance.
- ☐ Preheat, transfer or load hot bituminous material away from storm drain inlets.
- ☐ Apply concrete, asphalt, and seal coat during dry weather to prevent contamination from contacting stormwater runoff.
- ☐ Cover and seal nearby storm drain inlets where applicable (with waterproof material or mesh) and manholes before applying seal coat, slurry seal, etc. Leave covers in

place until job is complete and all water from emulsified oil sealants has drained or evaporated. Clean any debris from these covered manholes and drains for proper disposal.

- ❑ Use only as much water as necessary for dust control during sweeping to avoid runoff.
- ❑ Catch drips from paving equipment that is not in use with pans or absorbent material placed under the machines. Dispose of collected material and absorbents properly.



Spill Response and Prevention Procedures

- ❑ Keep your Spill Prevention Control and Countermeasure (SPCC) Plan up-to-date.
- ❑ Place a stockpile of spill cleanup materials where it will be readily accessible or at a central location.
- ❑ Clean up fluid spills immediately with absorbent rags or material.
- ❑ Dispose of spilled material and absorbents properly.



Employee Training Program

- ❑ Provide regular training to field employees and/or contractors regarding cleaning of paved areas and proper operation of equipment.
- ❑ Train employees and contractors in proper techniques for spill containment and cleanup.
- ❑ Use a training log or similar method to document training.



Quality Assurance and Record Keeping

- ❑ Keep accurate maintenance logs that document minimum BMP activities performed for parking area maintenance, types and quantities of waste disposed of, and any improvement actions.
- ❑ Keep accurate logs of spill response actions that document what was spilled, how it was cleaned up, and how the waste was disposed.
- ❑ Establish procedures to complete logs and file them in the central office.

Potential Capital Facility Costs and Operation & Maintenance Requirements

Facilities

- ❑ Capital investments may be required at some sites to purchase sweeping equipment, train sweeper operators, install oil/water/sand separators, or implement advanced BMPs. These costs can vary significantly depending upon site conditions and the amount of BMPs required.

Maintenance

- ❑ Sweep and clean parking lots regularly to minimize pollutant transport into storm drains from stormwater runoff.
- ❑ Clean out oil/water/sand separators regularly, especially after heavy storms.
- ❑ Maintain advanced BMPs such as vegetated swales, infiltration trenches, or detention basins as appropriate. Refer to the treatment control fact sheets for more information.

Supplemental Information

Advanced BMPs

Some parking areas may require advanced BMPs to further reduce pollutants in stormwater runoff, and a few examples are listed below. Refer to the Treatment Control Fact Sheets and the New Development and Redevelopment Manual for more information.

- ❑ When possible, direct sheet runoff to flow into biofilters (vegetated strip and swale) and/or infiltration devices.
- ❑ Utilize sand filters or oleophilic collectors for oily waste in low quantities.
- ❑ Arrange rooftop drains to prevent drainage directly onto paved surfaces.
- ❑ Design lot to include semi-permeable hardscape.

References and Resources

City of Seattle, Seattle Public Utilities Department of Planning and Development, 2009. *Stormwater Manual Vol. 1 Source Control Technical Requirements Manual*.

California Stormwater Quality Association, 2003. *New Development and Redevelopment Stormwater Best Management Practice Handbook*. Available online at: <https://www.casqa.org/resources/bmp-handbooks/new-development-redevelopment-bmp-handbook>.

Kennedy/Jenks Consultants, 2007. *The Truckee Meadows Industrial and Commercial Storm Water Best Management Practices Handbook*. Available online at: [http://www.cityofsparks.us/sites/default/files/assets/documents/env-control/construction/TM-I-C BMP Handbook 2-07-final.pdf](http://www.cityofsparks.us/sites/default/files/assets/documents/env-control/construction/TM-I-C_BMP_Handbook_2-07-final.pdf).

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<http://www.msa.saccounty.net/sactostormwater/documents/guides/industrial-BMP-manual.pdf>.

The Storm Water Managers Resource Center, <http://www.stormwatercenter.net>.

US EPA. *Post-Construction Stormwater Management in New Development and Redevelopment*. BMP Fact Sheets. Available online at:

http://cfpub.epa.gov/npdes/stormwater/menuofbmps/index.cfm?action=min_measure&min_measure_id=5.

Description

As a consequence of its function, the stormwater drainage facilities on site convey stormwater that may contain certain pollutants either to the offsite conveyance system that collects and transports urban runoff and stormwater, or directly to receiving waters. The protocols in this fact sheet are intended to reduce pollutants leaving the site to the offsite drainage infrastructure or to receiving waters through proper on-site conveyance system operation and maintenance. The targeted constituents will vary depending on site characteristics and operations.

Approach

Successful implementation depends on effective training of employees on applicable BMPs and general pollution prevention strategies and objectives.

General Pollution Prevention Protocols

- Maintain catch basins, stormwater inlets, and other stormwater conveyance structures on a regular basis to remove pollutants, reduce high pollutant concentrations during the first flush of storms, prevent clogging of the downstream conveyance system, restore catch basins' sediment trapping capacity, and ensure the system functions properly hydraulically to avoid flooding.
- Develop and follow a site specific drainage system maintenance plan that describes maintenance locations, methods, required equipment, water sources, sediment collection areas, disposal requirements, and any other pertinent information.



Good Housekeeping

Illicit Connections and Discharges

- Look for evidence of illegal discharges or illicit connections during routine maintenance of conveyance system and drainage structures:

Objectives

- Cover
- Contain
- Educate
- Reduce/Minimize

Targeted Constituents

Sediment	✓
Nutrients	✓
Trash	✓
Metals	✓
Bacteria	✓
Oil and Grease	✓
Organics	✓

Minimum BMPs Covered

	Good Housekeeping	✓
	Preventative Maintenance	✓
	Spill and Leak Prevention and Response	✓
	Material Handling & Waste Management	
	Erosion and Sediment Controls	
	Employee Training Program	✓
	Quality Assurance Record Keeping	✓



- ✓ Identify evidence of spills such as paints, discoloring, odors, etc.
- ✓ Record locations of apparent illegal discharges/illicit connections.
- ✓ Track flows back to potential discharges and conduct aboveground inspections. This can be done through visual inspection of upgradient manholes or alternate techniques including zinc chloride smoke testing, fluorometric dye testing, physical inspection testing, or television camera inspection.
- ✓ Eliminate the discharge once the origin of flow is established.
- Stencil or demarcate storm drains, where applicable, to prevent illegal disposal of pollutants. Storm drain inlets should have messages such as "Dump No Waste Drains to Stream" or similar stenciled next to them to warn against ignorant or intentional dumping of pollutants into the storm drainage system.
- Refer to fact sheet SC-10 Non-Stormwater Discharges for additional information.

Illegal Dumping

- Inspect and clean up hot spots and other storm drainage areas regularly where illegal dumping and disposal occurs.
- Establish a system for tracking incidents. The system should be designed to identify the following:
 - ✓ Illegal dumping hot spots;
 - ✓ Types and quantities (in some cases) of wastes;
 - ✓ Patterns in time of occurrence (time of day/night, month, or year);
 - ✓ Mode of dumping (abandoned containers, "midnight dumping" from moving vehicles, direct dumping of materials, accidents/spills); and
 - ✓ Responsible parties.
- Post "No Dumping" signs in problem areas with a phone number for reporting dumping and disposal. Signs should also indicate fines and penalties for illegal dumping.
- Refer to fact sheet SC-10 Non-Stormwater Discharges for additional information.



Preventative Maintenance

Catch Basins/Inlet Structures

- Staff should regularly inspect facilities to ensure compliance with the following:
 - ✓ Immediate repair of any deterioration threatening structural integrity.
 - ✓ Cleaning before the sump is 40% full. Catch basins should be cleaned as frequently as needed to meet this standard.

- ❑ Clean catch basins, storm drain inlets, and other conveyance structures before the wet season to remove sediments and debris accumulated during the summer.
- ❑ Conduct inspections more frequently during the wet season for problem areas where sediment or trash accumulates more often. Prioritize storm drain inlets; clean and repair as needed.
- ❑ Keep accurate logs of the number of catch basins cleaned.
- ❑ Store wastes collected from cleaning activities of the drainage system in appropriate containers or temporary storage sites in a manner that prevents discharge to the storm drain.
- ❑ Dewater the wastes if necessary with outflow into the sanitary sewer if permitted. Water should be treated with an appropriate filtering device prior to discharge to the sanitary sewer. If discharge to the sanitary sewer is not allowed, water should be pumped or vacuumed to a tank and properly disposed. Do not dewater near a storm drain or stream.

Storm Drain Conveyance System

- ❑ Locate reaches of storm drain with deposit problems and develop a flushing schedule that keeps the pipe clear of excessive buildup.
- ❑ Collect and pump flushed effluent to the sanitary sewer for treatment whenever possible.

Pump Stations

- ❑ Clean all storm drain pump stations prior to the wet season to remove silt and trash.
- ❑ Do not allow discharge to reach the storm drain system when cleaning a storm drain pump station or other facility.
- ❑ Conduct routine maintenance at each pump station.
- ❑ Inspect, clean, and repair as necessary all outlet structures prior to the wet season.

Open Channel

- ❑ Modify storm channel characteristics to improve channel hydraulics, increase pollutant removals, and enhance channel/creek aesthetic and habitat value.
- ❑ Conduct channel modification/improvement in accordance with existing laws. Any person, government agency, or public utility proposing an activity that will change the natural state of any river, stream, or lake in California, must enter into a Stream or Lake Alteration Agreement with the Department of Fish and Wildlife. The developer-applicant should also contact local governments (city, county, special districts), other state agencies (SWRCB, RWQCB, Department of Forestry, Department of Water Resources), and Army Corps of Engineers and USFWS.



Spill Response and Prevention Procedures

- ❑ Keep your spill prevention control plan up-to-date.

- ☐ Investigate all reports of spills, leaks, and/or illegal dumping promptly.
- ☐ Place a stockpile of spill cleanup materials where it will be readily accessible or at a central location.
- ☐ Clean up all spills and leaks using “dry” methods (with absorbent materials and/or rags) or dig up, remove, and properly dispose of contaminated soil.



Employee Training Program

- ☐ Educate employees about pollution prevention measures and goals.
- ☐ Train employees how to properly handle and dispose of waste using the source control BMPs described above.
- ☐ Train employees and subcontractors in proper hazardous waste management.
- ☐ Use a training log or similar method to document training.
- ☐ Ensure that employees are familiar with the site’s spill control plan and/or proper spill cleanup procedures.
- ☐ Have staff involved in detection and removal of illicit connections trained in the following:
 - ✓ OSHA-required Health and Safety Training (29 CFR 1910.120) plus annual refresher training (as needed).
 - ✓ OSHA Confined Space Entry training (Cal-OSHA Confined Space, Title 8 and Federal OSHA 29 CFR 1910.146).
 - ✓ Procedural training (field screening, sampling, smoke/dye testing, TV inspection).



Quality Assurance and Record Keeping

- ☐ Keep accurate maintenance logs that document minimum BMP activities performed for drainage system maintenance, types and quantities of waste disposed of, and any improvement actions.
- ☐ Keep accurate logs of spill response actions that document what was spilled, how it was cleaned up, and how the waste was disposed.
- ☐ Keep accurate logs of illicit connections, illicit discharges, and illegal dumping into the storm drain system including how wastes were cleaned up and disposed.
- ☐ Establish procedures to complete logs and file them in the central office.

Potential Limitations and Work-Arounds

Provided below are typical limitations and recommended “work-arounds” for drainage system maintenance:

- ❑ Clean-up activities may create a slight disturbance for local aquatic species. Access to items and material on private property may be limited. Trade-offs may exist between channel hydraulics and water quality/riparian habitat. If storm channels or basins are recognized as wetlands, many activities, including maintenance, may be subject to regulation and permitting.
 - ✓ Perform all maintenance onsite and do not flush accumulated material downstream to private property or riparian habitats.
- ❑ Storm drain flushing is most effective in small diameter pipes (36-inch diameter pipe or less, depending on water supply and sediment collection capacity). Other considerations associated with storm drain flushing may include the availability of a water source, finding a downstream area to collect sediments, and liquid/sediment disposal.
 - ✓ Develop and follow a site specific drainage system maintenance plan that describes maintenance locations, methods, required equipment, water sources, sediment collection areas, disposal requirements, and any other pertinent information.
- ❑ Regulations may include adoption of substantial penalties for illegal dumping and disposal.
 - ✓ Do not dump illegal materials anywhere onsite.
 - ✓ Identify illicit connections, illicit discharge, and illegal dumping.
 - ✓ Cleanup spills immediately and properly dispose of wastes.
- ❑ Local municipal codes may include sections prohibiting discharge of soil, debris, refuse, hazardous wastes, and other pollutants into the sanitary sewer system.
 - ✓ Collect all materials and pollutants accumulated in drainage system and dispose of according to local regulations.
 - ✓ Install debris excluders in areas with a trash TMDL.

Potential Capital Facility Costs and Operation & Maintenance Requirements

Facilities

- ❑ Capital costs will vary substantially depending on the size of the facility and characteristics of the drainage system. Significant capital costs may be associated with purchasing water trucks, vacuum trucks, and any other necessary cleaning equipment or improving the drainage infrastructure to reduce the potential.
- ❑ Developing and implementing a site specific drainage system maintenance plan will require additional capital if a similar program is not already in place.

Maintenance

- ❑ Two-person teams may be required to clean catch basins with vactor trucks.
- ❑ Teams of at least two people plus administrative personnel are required to identify illicit discharges, depending on the complexity of the storm sewer system.
- ❑ Arrangements must be made for proper disposal of collected wastes.
- ❑ Technical staff are required to detect and investigate illegal dumping violations.
- ❑ Methods used for illicit connection detection (smoke testing, dye testing, visual inspection, and flow monitoring) can be costly and time-consuming. Site-specific factors, such as the level of impervious area, the density and ages of buildings, and type of land use will determine the level of investigation necessary.

Supplemental Information

Storm Drain Flushing

Flushing is a common maintenance activity used to improve pipe hydraulics and to remove pollutants in storm drainage systems. Flushing may be designed to hydraulically convey accumulated material to strategic locations, such as an open channel, another point where flushing will be initiated, or the sanitary sewer and the treatment facilities, thus preventing re-suspension and overflow of a portion of the solids during storm events. Flushing prevents “plug flow” discharges of concentrated pollutant loadings and sediments. Deposits can hinder the designed conveyance capacity of the storm drain system and potentially cause backwater conditions in severe cases of clogging.

Storm drain flushing usually takes place along segments of pipe with grades that are too flat to maintain adequate velocity to keep particles in suspension. An upstream manhole is selected to place an inflatable device that temporarily plugs the pipe. Further upstream, water is pumped into the line to create a flushing wave. When the upstream reach of pipe is sufficiently full to cause a flushing wave, the inflated device is rapidly deflated with the assistance of a vacuum pump, thereby releasing the backed up water and resulting in the cleaning of the storm drain segment.

To further reduce impacts of stormwater pollution, a second inflatable device placed well downstream may be used to recollect the water after the force of the flushing wave has dissipated. A pump may then be used to transfer the water and accumulated material to the sanitary sewer for treatment. In some cases, an interceptor structure may be more practical or required to recollect the flushed waters.

It has been found that cleansing efficiency of periodic flush waves is dependent upon flush volume, flush discharge rate, sewer slope, sewer length, sewer flow rate, sewer diameter, and population density. As a rule of thumb, the length of line to be flushed should not exceed 700 feet. At this maximum recommended length, the percent removal efficiency ranges between 65-75% for organics and 55-65% for dry weather grit/inorganic material. The percent removal efficiency drops rapidly beyond that. Water is commonly supplied by a water truck, but fire hydrants can also supply water. To make the best use of water, it is recommended that reclaimed water be used if allowed or that fire hydrant line flushing coincide with storm sewer flushing.

References and Resources

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Photo Credit: Geoff Brosseau

Description

This category includes businesses that provide landscaping and landscape maintenance/gardening services.

Pollutant Sources

The following are sources of pollutants:

- Selecting plants or landscape design,
- Installing new landscaping,
- Maintaining landscapes,
- Using pesticides and fertilizers, and
- Using gas-powered equipment.

Pollutants can include:

- Nutrients (fertilizers, yard wastes),
- Pesticides,
- Heavy metals (copper, lead, and zinc),
- Hydrocarbons (fuels, oils and grease), and
- Sediments.

Approach

Minimize the potential for stormwater pollution and the need for resources/controls (water, pesticides, fertilizers) by creating and maintaining landscapes in a way that is compatible with the local soils, climate, and amount of rain and sun. Make stormwater pollution prevention BMPs a part of standard operating procedures and the employee training program.



Provide employee education materials in the first language of employees, as necessary.

Source Control BMPs

The best management practices are listed by activity or area.

Landscape Design	□ Specify native, low maintenance, and insectary (attract beneficial insects) plants and landscape designs. □ Design zoned, water-efficient irrigation systems using technologies such drip irrigation, soaker hoses, or microspray systems. Landscape design should be consistent with the local Water Efficient Landscape Ordinance. See the following website for a list of local ordinances: ftp://ftp.water.ca.gov/Model-Water-Efficient-Landscape-Ordinance/Local-Ordinances/ □ Do not landscape riparian areas, except to remove non-native plants and replace them with native riparian landscaping. □ Replant with native species where possible when landscaping or building an ornamental pond. Do not assume something is native because you have seen it in your area. Contact the local nursery for information or visit the California Exotic Pest Plant Council website (www.caleppc.org).
Landscape Installation	□ Protect stockpiles and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting. □ Schedule grading and excavation projects during dry weather. □ Divert runoff from exposed soils or lower its velocity by leveling and terracing. □ Use temporary check dams or ditches to divert runoff away from storm drains. □ Protect storm drains with sandbags or other sediment controls. □ Revegetation is an excellent form of erosion control for any site. Keep soils covered with vegetation or temporary cover material (mulch) to control erosion. □ Check plant roots before buying a plant. Do not buy plants with roots are that kinked or circling around the container. Do not buy plants with soft, rotten, or deformed root crowns. □ Do not pile soil around the plant any higher than the root crown.
Landscape Maintenance	Yard Waste □ Allow leaf drop to become part of the mulch layer in tree, shrub, and groundcover areas. □ Keep lawn mower blades sharp, and grasscycle.

- Grasscycle – leave grass clippings on the lawn when mowing. Once cut, grass clippings first dehydrate, and then decompose, quickly disappearing from view. Proper mowing is required for successful grasscycling. Cut grass when the surface is dry, and keep mower blades sharp. Follow the "1/3 Rule": mow the lawn often enough so that no more than 1/3 of the length of the grass blade is cut in any one mowing. Frequent mowing will produce short clippings that will not cover up the grass surface. The lawn may have to be cut every seven days when the lawn is growing fast but only every 7 to 14 days when the lawn is growing slowly.
- Do not leave clippings on pavement or sidewalks where they can wash off into the street, gutter, or storm drain.
- Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost or take to the local municipal yard waste recycling/composting facility.
- In communities with curbside pick-up of yard waste, place clippings and pruning waste at the curb in approved bags or containers. No curbside pickup of yard waste is available for commercial properties.
- Do not blow or rake leaves or other yard waste into the street, or place yard waste in gutters or on dirt shoulders, unless it is being piled up for recycling (allowed by some municipalities). After pick-up, sweep up any leaves, litter, or residue in gutters or on street.

Fertilizing and Pruning

- Perform soil analysis seasonally to determine actual fertilization need and application rates.
- Fertilize garden areas with a mulch of leaves, bark, or composted manure and/or garden waste.
- Apply chemical fertilizer only as needed, when plants can best use it, and when the potential for it being carried away by runoff is low. Make sure the fertilizer spreader is calibrated.
- Prune plants sparingly, if at all. A healthy plant – one that is native to the area and growing under the right conditions – should not need pruning, except when it is not in the right location (where safety or liability is a concern).

Watering

- Use soil probes to determine soil moisture depth, overall moisture levels, and the need to adjust irrigation schedules.
- Check sprinklers regularly. Adjust as needed to minimize or eliminate overspray onto impervious surfaces. Replace broken sprinklers or lines.

Pest and Weed Control

- Obtain appropriate licenses for pest control and pesticides. Contact the Department of Pesticide Regulation for more information.
- Become trained in and offer customers less-toxic pest control or Integrated Pest Management (IPM).
- The label on a pesticide container is a legal document. Use a pesticide only as instructed on the label.
- Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- Use pesticides sparingly, according to instructions on the label. Rinse empty containers, and use rinsewater as product.
- Dispose of rinsed, empty containers in the trash. Dispose of unused pesticides as hazardous waste.
- To control weeds, use drip irrigation and mulch. Hand-pull weeds including roots or cut down to ground. Repeat cutting before they flower, grow new leaves, or go to seed. Use herbicides containing pelargonic acid or herbicidal soap as a last resort.

Handling Gasoline

- Use only containers approved by a nationally recognized testing lab, such as Underwriters Laboratories (UL). Keep the container tightly sealed. Containers should be fitted with a spout to allow pouring without spilling and to minimize the generation of vapors.
- Fill cautiously. Always use a funnel and/or spout to prevent spilling or splashing when fueling power mowers, blowers, and all other gas-powered equipment.
- Avoid spilling gasoline on the ground, especially near wells. If a spill occurs use kitty litter, saw dust, or an absorbent towel to soak up the spill, then dispose of it properly.
- Store carefully. Gasoline moves quickly through soil and into groundwater, therefore, store and use gasoline and fuel equipment as far away from your drinking water well as possible. Be certain to keep a closed cap on the gasoline container. Store at ground level, not on a shelf to minimize the danger of falling and spilling.
- Do not dispose of gasoline down the drain, into surface water, onto the ground, or in the trash. Contact the local municipality for directions on proper disposal of excess or old gasoline. Transport old gas in an approved gasoline container.

Working Near Waterbodies

- Do not dump lawn clippings, other yard waste, or soil along creek banks or in creeks.

	□ Do not store stockpiles of materials (soil, mulch) along creek banks. These piles can erode over time into a creek. □ Do not spray pesticides or fertilizers by creeks. □ Do not over water near streams. The excess water may carry pesticides, fertilizers, sediments, and anything else in its path directly into the creek.
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Treatment Control BMPs

Not applicable.

More Information

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County of Los Angeles Department of Public Works, 2009. *Stormwater Best Management Practice Design and Maintenance Manual For Publicly Maintained Storm Drain Systems*. Available on-line at: <http://dpw.lacounty.gov/ldd/publications/Stormwater%20BMP%20Design%20and%20Maintenance%20Manual.pdf>.

General Description

Vegetated swales (also referred to as bioswales, biofiltration swales, or landscaped swales) are open, shallow channels with vegetation covering the side slopes and bottom that collect and slowly convey runoff flow to downstream discharge points. They are designed to treat runoff through filtering by the vegetation in the channel, filtering through a subsoil matrix, and/or infiltration into the underlying soils. Swales can be natural or manmade. They trap particulate pollutants (suspended solids and trace metals), promote infiltration, reduce flow velocity, and increase time of concentration of stormwater runoff. Vegetated swales can be implemented to provide effective pretreatment for detention and infiltration stormwater BMPs.

Vegetated swales can serve as part of a stormwater drainage system and can replace curbs, gutters and storm sewer systems. Therefore, swales are best suited for small landscaped portions of industrial or commercial facilities with low peak flow rates. They are not well suited to treat stormwater runoff from industrial areas that have insufficient source control BMPs.

Inspection/Maintenance Considerations

A thick vegetative cover is needed for vegetated swales to function properly. Usually, swales require little more than normal landscape maintenance activities such as irrigation and mowing to maintain pollutant removal efficiency. Swales can become a nuisance due to mosquito breeding in standing water if obstructions develop (e.g., debris accumulation, invasive vegetation) and/or if proper drainage slopes are not implemented and maintained. The application of fertilizers and pesticides should be minimized.

Advanced BMPs Covered



Maintenance Concerns

- Channelization
- Vegetation/Landscape Maintenance
- Vector Control
- Aesthetics
- Flow Obstructions

Targeted Constituents

Sediment	▲
Nutrients	●
Trash	●
Metals	▲
Bacteria	●
Oil and Grease	▲
Organics	▲

Legend (Removal Effectiveness)

● Low ■ High ▲ Medium

* Requires Pretreatment

Note: The removal effectiveness ratings shown in the table are for properly designed, sited, and maintained BMPs; some configurations will have variations in pollutant effectiveness.



Inspection Activities	Suggested Frequency
☐ Inspect after seeding and after first major storms for any damages.	Post construction
☐ Inspect for signs of erosion, damage to vegetation, channelization of flow, debris and litter, and areas of sediment accumulation. Perform inspections at the beginning and end of the wet season. Additional inspections after periods of heavy runoff are desirable.	Semi-annual
☐ Inspect level spreader for clogging, grass alongside slopes for erosion and formation of rills or gullies, and sand/soil bed for erosion problems.	Annual
Maintenance Activities	Suggested Frequency
☐ Mow grass to maintain a height of 3–4 inches, for safety, aesthetic, or other purposes. Litter should always be removed prior to mowing. Clippings should be composted. ☐ Irrigate swale during dry season (April through October) or when necessary to maintain the vegetation. ☐ Provide weed control, if necessary to control invasive species.	As needed (frequent, seasonally)
☐ Remove litter, branches, rocks blockages, and other debris and dispose of properly. ☐ Maintain inlet flow spreader (if applicable). ☐ Repair any damaged areas within a channel identified during inspections. Erosion rills or gullies should be corrected as needed. Bare areas should be replanted as necessary.	Semi-annual
☐ Declog the pea gravel diaphragm, if necessary. ☐ Correct erosion problems in the sand/soil bed of dry swales. ☐ Plant an alternative grass species if the original grass cover has not been successfully established. Reseed and apply mulch to damaged areas.	Annual (as needed)
☐ Remove all accumulated sediment that may obstruct flow through the swale. Sediment accumulating near culverts and in channels should be removed when it builds up to 3 in. at any spot, or covers vegetation, or once it has accumulated to 10% of the original design volume. Replace the grass areas damaged in the process. ☐ Rototill or cultivate the surface of the sand/soil bed of dry swales if the swale does not draw down within 48 hours.	As needed (infrequent)

Additional Information

Research (Colwell et al., 2000) indicates that grass height and mowing frequency have little impact on pollutant removal. Consequently, mowing may only be necessary once or twice a year for safety or aesthetics or to suppress weeds and woody vegetation.

The swale bottom and side slopes should be covered with dense vegetative cover to filter pollutants out of runoff and helps reduce flow velocities and protect the swale from erosion. Fine, close-growing grasses are ideal because increasing the surface area of the vegetation exposed to runoff improves the effectiveness of the swale. Drought tolerant vegetation than can tolerate sediment and debris accumulations are best-suited for swales.

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Appendix C: Training Reporting Form

Trained Personnel Log

Stormwater Management Training Log and Documentation

Specific Training Objective: _____

Location: _____

Date: _____

Instructor: _____

Telephone: _____

Course Length (hours): _____

Attendee Roster (Attach additional forms if necessary)

[illegible]



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the City Manager to Negotiate and Execute Amendment No. 1 to Master Agreement with Santa Clara Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek for up to \$650,000; Authorize Reimbursement to the Santa Clara Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452; and Approve Budget Appropriation of \$145,692 from the Sewer Infrastructure Replacement Fund, and \$505,170.00 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452 (Staff Contact: Matt Cano, Deputy City Manager/Interim City Engineer, 408-586-3012)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/15/2023
	<u>Recommendation:</u> 1. Authorize the City Manager to Negotiate and Execute Amendment No. 1 to Master Agreement with Santa Clara Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek for up to \$650,000; and 2. Authorize Reimbursement to the Santa Clara Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452 3. Approve Budget Appropriation of \$145,692.00 of the Sewer Infrastructure Replacement Fund, and \$505,170.00 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452

BACKGROUND:

The Santa Clara Valley Water District (Valley Water) has been performing various flood protection improvements for segments of Berryessa Creek, Calera Creek, and Penitencia Creek since 2018. The flood control improvement projects are a benefit to Milpitas and will provide 100-year flood protection for homes, schools, and businesses and will maintain Federal Emergency Management Agency (FEMA) levee accreditation along the Lower Penitencia Creek east levee located between California Circle and Berryessa Creek.

Valley Water completed flood capacity improvements to Upper Berryessa Creek and portions of Lower Berryessa Creek in 2020. The construction to increase flood capacity in Lower Berryessa Creek, Lower Calera Creek, and Lower Penitencia Creek was substantially completed in 2023. Improvements included construction of approximately 8,700 feet of creek channel from the Lower Berryessa Creek confluence with Lower Penitencia Creek upstream to Calaveras Boulevard, and approximately 2,830 feet of Lower Calera Creek channel from the Union Pacific Railroad rails, 880 feet upstream of Arizona Avenue. Work will also extend approximately 1-mile from Lower Penitencia Creek/Coyote Creek confluence to San Andreas.

The Valley Water Creek Projects, No. 3452 ("Project"), is in the adopted 2023-2027 Capital Improvement Program. The Project provides for the reimbursement to the Valley Water for the cost to remove and replace City infrastructure as required by Permit for construction of the flood control work including the costs associated with upgrades and for work Valley Water has agreed to construct for the City. On February 2, 2021, the City Council approved the Master Agreement between the City and Valley Water (**Attachment 1**) that specifies construction milestones, agency responsibilities during the design and construction project phases, amount and process for reimbursement, project appearance and aesthetic enhancements, and the acceptance of the work completed by Valley Water for the City.

During construction of Lower Calera Creek, the contractor discovered that segments of the City's 50-year old water main and sewer lateral servicing Milpitas Material parcel crossing under the creek channel will be in conflict with the Valley Water's new channel improvements. The original design was to leave these pipe segments in place to be buried in concrete under the creek channel, which would have been exposed to potential damage by construction and prevent future City's maintenance of these pipes. The City requested these pipes be replaced within protective casings to ensure longevity and provide City access for future maintenance such as to repair a leak. The original agreed cost of this change to the City was \$245,862.

In December 2022, following completion of construction, a leak occurred at both ends of the new pipe where it was connected to the existing pipe. Valley Water's estimated costs of fixing this leak is approximately \$1,000,000. The work included excavation, potholing, installation of the flexible connection to the existing pipe with anchorage on the northside of the channel and connecting to the existing pipe approximately 40 feet south of the channel's maintenance road. City staff's recommendation on how to share in the costs for this repair is discussed further below in the analysis.

ANALYSIS:

The total cost of both the original new pipeline construction as mentioned above and repairing the leaks at the connections has been estimated by Valley Water at approximately \$1,250,000. It appears the primary reason for the leak was due to the stress on the couplings of the new pipe connecting to the existing pipe which was not compatible with the design of the channel. Since Valley Water maintained overall design and construction responsibility for the project, and the City recommended the design components of the new pipe, Valley Water and City staff have agreed to recommend a cost sharing arrangement to their respective City Council and Board members. In total, City staff is recommending a contribution not to exceed \$650,000, with the remainder of the costs being paid by Valley Water.

Staff is recommending the City Council approve and authorize the City Manager to negotiate and execute Amendment No. 1 to the Master Agreement to reimburse Valley Water for the replacement of the City's water main and sewer lateral. The approval of a Budget Appropriation will be required to provide funding for reimbursement to Valley Water for Project No. 3452. Staff recommends the Council approve a Budget Appropriation to appropriate the \$145,692 from the Sewer Infrastructure Replacement Fund, and \$505,170 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement in the total amount of \$650,000 into Project No. 3452 (**Attachment 1**) increasing the Project's budget from \$1,750,000 to \$2,400,000.

POLICY ALTERNATIVE(S):

Alternative 1: Not authorizing the City Manager to negotiate and execute the Amendment No. 1 to Master Agreement with Valley Water for the reimbursement of the removal and replacement of the City's water main and sewer lateral.

Pros: None

Cons: A denial would result in Valley Water potentially not fixing the leaking pipeline, which could mean that the pipeline is out of service until such time as the City could move forward with a separate project, at greater expense, to fix the pipeline.

Reason for Not Recommending: If this amendment does not move forward, this pipeline would be out of service until such time as the City is able to budget an estimated \$1,000,000 or more to repair the leaks.

FISCAL IMPACT:

There are insufficient funds in Project No. 3452, Santa Clara Valley Water District Creek for the \$650,000 in increased costs associated with Amendment No. 1. In order to provide sufficient funding, approval of a Budget Appropriation (**Attachment 2**) of \$145,692 from Sewer Infrastructure Replacement Fund, and \$505,170 from Water Capital Project No. 7100 Aging Water System/Seismic Improvement is required. Water project CIP7100 is funded by Water Fund, Water Capital Surcharge and Water Line Extension Fund. The CIP 7100 current

project balance of \$3.9 million can support this request and transfer \$505,170 to CIP 3452. There is also sufficient funding in Sewer Infrastructure Replacement Fund to fund the additional appropriation of \$145,692 in CIP3452.

The following is a summary of the fiscal impact:

Description	Approved Project Expenditures	Requested Budget Appropriation	Funding Source Appropriation	Total Revised Project Budget
CIP3452 – Santa Clara Valley Water District Creek Project	\$1,750,000		General Gov't CIP Fund	\$1,750,000
Sewer Lateral Replacement	-	\$145,692	Sewer Infrastructure Replacement	\$145,692
Water Main Replacement & Repair	-	\$505,170	CIP Project No. 7100 (Aging Water System/Seismic Improvement Project) Water Line Extension Fund	\$505,170
Total	\$1,750,000	\$650,000	-	\$2,400,000

California Environmental Quality Act (CEQA):

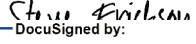
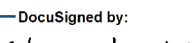
Valley Water is the project owner for the LBC, LCC and LPC Projects and Lead Agency as described by the CEQA. An Environmental Impact Report (EIR) was prepared and adopted by the District for the LBC Project on December 13, 2011. An EIR for the LCC Project was certified by the Valley Water Board of Directors in December 2011, and an addendum to the EIR was approved by the Valley Water CEO on November 19, 2018. The LPC Project EIR was certified by the Valley Water Board of Directors on November 28, 2017.

RECOMMENDATION:

1. Authorize the City Manager to Negotiate and Execute Amendment No. 1 to Master Agreement with Santa Clara Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek for up to \$650,000; and
2. Authorize Reimbursement to the Santa Clara Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452
3. Approve Budget Appropriation of \$145,692 of the Sewer Infrastructure Replacement Fund, and \$505,170 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452

Attachment(s):

Attachment 1 Master Agreement
Attachment 2 Budget Change Form

 City of Milpitas Agreement Approval				
Date Requested 2/25/20	Requesting Department Engineering	Requestor Steve Erickson	Extension	Fiscal Year FY 2020/21
Contract Name/ Description Santa Clara Valley Water District - Master Agreement				
Vendor Number	Vendor Name SCVWD	Vendor Email rblank@valleywater.org	Vendor Telephone 408-630-2615	
Vendor Address 5750 Almaden Expressway, San Jose CA 95118		Ship to Address		
Please provide a brief description of the approval request Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek and Authorize Reimbursement to the Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452				Applicable Terms and Conditions Negotiated
Department Head Finance Director/ Risk Manager City Manager	DocuSigned by:  DocuSigned by:  DocuSigned by:  0CF42D4A9C804E4...	APPROVAL DATE Feb-25-2021 Mar-01-2021 Mar-02-2021	RI DS ALS 	REVIEW DATE Feb-25-2021
Terms of the Contract				
Solicitation process required? ☐ YES ☐ NO		If conducted, total number of Proposals/ Bids received: _____ Release Date: _____		
Initial Not-to-Exceed Contract Amount	\$0.00	Start Date:	End Date:	Extend to Date:
Previous Amendments' Contract Amount (if any)	\$0.00	Did the Contract/ Amendment go to Council for Approval? ☒ YES ☐ NO		
Current Amendment Contract Amount (if any)	\$0.00	If yes, on what date? 2/2/20		
Total Contract Amount with Amendments	\$0.00			
For Accounting Use Only				
Signature Approval:	Commodity Code:	Agreement Dated:	If Depreciable, Use PO #: (EQ)	
CIP Budget Check:	Ship to Code:	Batch # :	Insurance Expires:	
Acct. Code Check:	PO Entered on:	PO # :	PO Entered by:	

Revised: 2/18/2021



City Agreement No.:

Valley Water Agreement No.:

Encroachment Permit No(s):

SANTA CLARA VALLEY WATER DISTRICT

MASTER AGREEMENT FOR THE REMOVAL & CONSTRUCTION OF CITY IMPROVEMENTS, MODIFICATION TO CITY FACILITIES AND WORK WITHIN CITY'S RIGHT OF WAY INCLUDED IN THE VALLEY WATER LOWER BERRYESSA CREEK FLOOD PROTECTION PROJECT, LOWER CALERA CREEK FLOOD PROTECTION PROJECT AND LOWER PENITENCIA CREEK IMPROVEMENTS PROJECT

This Agreement for the Removal & Construction of City Improvements, Modification to City Facilities and Work within the City's Right of Way ("Agreement") is entered into by the City of Milpitas, a municipal corporation ("City"), and Santa Clara Valley Water District, a special district created by the California Legislature ("Valley Water"), on 2021, ("Agreement Effective Date"), and the parties agree to the terms and conditions as set forth herein.

RECITALS

- A. WHEREAS, Valley Water as owner of certain waterways within the City desires to construct significant flood protection improvements along Lower Berryessa Creek ("LBC"), Lower Calera Creek ("LCC") and Lower Penitencia Creek ("LPC") within the City of Milpitas. Such work shall include approximately 8,700 feet of channel from LBC's confluence with LPC upstream to Calaveras Boulevard, and approximately 2,830 feet of channel from the Union Pacific Railroad up to about 880 feet upstream of Arizona Avenue on LCC. Work will also extend approximately 1-mile from Coyote Creek confluence to just downstream of San Andreas Drive on LPC. Such works are collectively referred to herein as the "Lower Berryessa Creek Flood Protection Project" ("LBC Project"), the "Lower Calera Creek Flood Protection Project" ("LCC Project") and the "Lower Penitencia Creek Improvements Project" ("LPC Project"). The LBC Project, LCC Project and LPC Project are separate projects and each will have their own contractor and project schedules. Valley Water will manage the projects during the design and construction phases including hiring contractors and construction administration;
- B. WHEREAS, the LBC Project and LCC Project will provide 100-year flood protection for homes, schools, and businesses in Milpitas and LPC Project will maintain the existing Federal Emergency Management Agency (FEMA) accreditation along the east levee located between California Circle and Berryessa Creek;
- C. WHEREAS the City currently owns and maintains the California Circle storm pump station, Abbott Avenue storm pump station, and Jurgens storm pump station;
- D. WHEREAS the City owns and maintains their public storm drain outfalls located on Valley Water-owned lands and subject to Valley Water encroachment permits along all three creeks;

- E. WHEREAS, City is the owner of the public street right-of-way and vehicular bridges, and is the owner of certain pedestrian bridges and pedestrian trails on Valley Water-owned lands within the LBC, LCC, and LPC Project limits;
- F. WHEREAS, the City currently owns and maintains certain recreational improvements on Valley Water-owned lands along Berryessa Creek;
- G. WHEREAS, Valley Water and City agreed to the maintenance, repair, replacement, and use obligations of City-owned recreational improvements along LBC located on Valley Water property within the City of Milpitas ("Valley Water Property") as described in a Joint Use Agreement entered into by the parties on September 4, 2002, attached hereto as Exhibit A ("LBC Trail Agreement");
- H. WHEREAS, more specifically, City has a contractual obligation under Section 4(a) of the LBC Trail Agreement to compensate Valley Water for costs to remove or replace its City-owned recreational improvements located on Valley Water Property in the event Valley Water requires such removal or replacement in order to improve, maintain, or repair Berryessa Creek in any manner for Valley Water purposes;
- I. WHEREAS, to facilitate the LBC Project, Valley Water has undertaken the planning, design, construction, and construction management necessary to remove and replace the City-owned recreational improvements affected by the LBC Project;
- J. WHEREAS, as described in Section 4(b) of the LBC Trail Agreement, the removal and replacement of the City owned pedestrian bridge and trail is required to complete the LBC Project;
- K. WHEREAS, an existing City trail, landscaping, and other recreational improvements were permitted and constructed in January 7th, 1997 on Valley Water-owned land along Lower Penitencia Creek (Lease Agreement Joint Use, SCVWD Agreement No. A2001 ("LPC Trail Agreement")), attached hereto as Exhibit B;
- L. WHEREAS, City agreed to the maintenance, repair, replacement, and use obligations of the aforementioned City-owned recreational improvements located on Valley Water property ("Valley Water Property") as described in the LPC Trail Agreement;
- M. WHEREAS, City has a contractual obligation under Section 6(b) of the LPC Trail Agreement to compensate Valley Water for costs to remove or replace its City-owned recreational improvements located on Valley Water Property in the event Valley Water requires such removal or replacement in order to improve, maintain, or repair Lower Penitencia Creek in any manner for Valley Water purposes;
- N. WHEREAS, the City has an interest in, maintaining a portion of the City's recreational trail between California Circle and Cascadita Terrace on the east levee and from Milmont Drive to downstream of San Andreas Drive on the west levee, where it does not unreasonably interfere with the primary use of the property to carry out Valley Water's mission of flood protection, water resource management, and stream stewardship;
- O. WHEREAS, the City has desire in, constructing duckbill check valves at all of their public storm drain and pump station outfalls located within the LCC and LPC Project limits, where it does not unreasonably interfere with the primary use of the property to carry out

Valley Water's mission of flood protection, water resource management, and stream stewardship;

- P. WHEREAS the City currently owns and maintains vehicular bridges crossing Valley Water easements along North Milpitas Boulevard, Arizona Avenue, California Circle, and Milmont Drive;
- Q. WHEREAS, the City has an interest in removing blight and in enhancing the appearance of Valley Water infrastructure along City right of way;
- R. WHEREAS, the City has requested that Valley Water undertake certain "betterments", which are project elements that Valley Water determines exceeds the application of standards that would otherwise apply to the construction of that element. The project elements that Valley Water has determined are a betterment, include, but are not limited to: upsize of storm drain outfalls; replacement of concrete curb, gutter and sidewalk beyond the limits required for Valley Water to complete its work in accordance with City standards; asphalt pavement replacement along the City's public trail beyond limits required for Valley Water to complete its work, and installation of duckbill check valves at City's storm drain outfalls; and
- S. WHEREAS, Valley Water and City wish to enter into this Agreement to outline respective party obligations for the removal, replacement, reconstruction or alteration of existing City Improvements within the LBC, LCC and LPC Projects (collectively, the "City Improvement Work" and reimbursement of any funds from the City to Valley Water for any and all costs incurred by Valley Water for undertaking such construction on behalf of the City.
- T. NOW, THEREFORE the parties hereto agree as follows:

1. Incorporation of Recitals

The recitals set forth above are incorporated herein by this reference.

2. California Environmental Quality Act (CEQA)

- a. Valley Water is the project owner for the LBC, LCC and LPC Projects and Lead Agency as described by the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) was prepared and adopted by the District for the LBC Project on December 13, 2011. An EIR for the LCC Project was certified by the Valley Water Board of Directors in December 2011, and an addendum to the EIR was approved by the Valley Water CEO on November 19, 2018. The LPC Project EIR was certified by the Valley Water Board of Directors on November 28, 2017.
- b. City has acted as the Lead Agency and project proponent for the City Improvement Work as described by CEQA.

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3. Scope of Work

- a. For the LBC Project, Valley Water will perform three different elements (described under paragraphs 3.a.(1– 3) during construction of the LBC Project as part of this Agreement.
 - (1) City Improvement Work: (i) storm drain outfall modifications; (ii) Berryessa Pump Station discharge pipe modification; (iii) asphalt concrete pedestrian trail improvement of Valley Water maintenance road; (iv) raised City owned pedestrian bridge; (v) retaining walls at pedestrian ramps; (vi) asphalt concrete pedestrian ramps; and (vii) concrete pedestrian ramp structure. Work shall be completed at City cost.
 - (2) City Storm Drain Outfall Replacement & Flap Gate Installation: Valley Water has designed and installed replacements of City storm drain outfalls and flap gates along the LBC Project. For the purposes of this Agreement, the replacement of outfalls shall be defined as the functional replacement with flap gates necessary to conform to the proposed channel geometry. Work shall be completed at City cost.
 - (3) Additional Levee Repair Work in 2019: City understands Valley Water contractors removed and replaced levees along Lower Berryessa Creek in 2019 to correct deficiencies from this project. The additional levee repairs occurred on Lower Berryessa Creek from May to December 2019 and included removal of City recreational trail facilities including asphalt surfaces recently installed by Valley Water from North Milpitas Boulevard east to the City's pedestrian bridge structure. Valley Water agrees to replace these asphalt trail surfaces in-kind at the conclusion of the levee work at City cost.
 - (4) Valley Water agrees to complete asphalt trail surfaces from Abel Street to North Milpitas Boulevard, and from the City's pedestrian bridge structure to Calaveras Boulevard. City and Valley Water agree that the asphalt trail work will be completed during construction of the LCC project at City cost.
 - (5) Valley Water will replace existing fencing and gates along City streets and trails with black vinyl fencing. City performed a final walk at the completion of construction and issued a punch list to replace the existing fencing and gates to Valley Water in January 2020. Valley Water shall make the punch list corrections agreed to by Valley Water and City. Replacement fence work shall be completed at Valley Water cost.
- b. For the LCC Project, Valley Water will:
 - (1) Construct standalone headwalls adjacent to North Milpitas Boulevard and Arizona Avenue in accordance with Section 3.f, including the removal and replacement of City curb, gutter,

sidewalk, and driveway aprons to the limits required for Valley Water to complete its work and in compliance with City Standards.

- (2) Valley Water will modify two (2) existing 15-inch and 18-inch storm drain outfalls and install two (2) new 18-inch and 36-inch outfall pipe extensions equipped with duckbill or flapgate check valves at City's cost.
- (3) Valley Water shall perform work in accord with the set of plans that are approved by the City prior to advertisement, bid, and award of a construction contract by Valley Water. Valley Water shall perform work in accord with city encroachment permit conditions and requirements, and applicable local and state regulations and statutes for Valley Water work within the City right of way. Valley Water shall provide the City with a reasonable schedule of the intended work. City shall complete permit review and approval within 6 weeks of receipt of permit application to further the timely completion of the construction schedule.

c. For the LPC Project, Valley Water will:

- (1) Construct City Improvement Work, at City's cost, including:
 - (a) remove and replace three (3) existing 28-inch outfalls at California Circle Pump Station with new 36-inch outfalls equipped with duckbill check valves;
 - (b) remove and replace two (2) existing 18-inch outfalls at Abbot Avenue Pump Station with 24-inch outfalls equipped with duckbill check valves;
 - (c) Modify the existing 24-inch storm drain outfall, located between Interstate 880 and California Circle, equipped with duckbill check valve;
 - (d) remove and replace the existing City trail and existing irrigation adjacent to the trail with in-kind surface material and irrigation, as shown in Exhibit B.
- (2) Valley Water shall construct a new access road for California Circle Pump Station, within City right of way at Valley Water cost.
- (3) Valley Water shall perform work in accordance with City approved plans, Encroachment Permit conditions and requirements, and all applicable local and state regulations and statutes for Valley Water work within City right of way. Valley Water shall provide the City with a reasonable schedule of the intended work.
- (4) If a water shut down is required, Valley Water agrees to complete this work at night or on weekends if requested by the City to minimize outages and impacts to City residents and businesses.

- (5) LPC City Recreational Improvements Subject to The LPC Trail Agreement. All recreational improvements resulting from the LPC City Improvement Work are deemed “improvements” as that term is defined in Section 1(c) of the LPC Trail Agreement. Hence, the terms and conditions contained in the LPC Trail Agreement shall dictate the parties’ obligations with respect to the recreational improvements resulting from the LPC Projects.
- (6) The City and Valley Water each desire to purchase real property and right of way from each other for the completion of their respective Capital Projects. City right of way includes Assessor’s Parcel Number (APN) 022-30-042, 022-30-041, 022-37-000, and 022-37-002 that Valley Water desires for the LPC Project. Valley Water right of way includes APN 086-37-018 that the City desires to acquire an easement from Valley Water for installation of a vehicular crossing over Penitencia East Channel. Both agencies agree to consider the transfers of right of way and will work cooperatively in the completion of the purchase agreements that will include both transactions. The City and Valley Water will present the proposed transfers of right of way to their respective elected body, council, or Board of Directors for consideration and approval within 6 months of execution of this Agreement. Neither agency’s proposed transfer of right of way shall be conditioned on the other agency’s proposed transfer of right of way.

It is understood Valley Water and City may require possession of owned parcels prior to agency approvals of the purchase agreement. The City and Valley Water agree to issue Permits for their projects within each agency respective right of way. The City’s Encroachment Permit for the LPC project will include the City’s conditional approval to construct Valley Water improvements upon City owned land pending completion of the land transfer purchase agreement.

- d. Per Valley Water’s Coyote Watershed Aesthetic guidelines, the LCC and LPC Projects design shall incorporate black vinyl coated fencing and gates along the City’s street frontage at all intersections, and portions of trails within Valley Water maintenance access roads and Lower Calera Creek and Lower Penitencia Creek facilities where shown in Exhibit D. The black vinyl fencing will be provided at no cost to City and upon issuance of a Notice of Completion by Valley Water shall own and be maintained in kind by Valley Water. At the conclusion of construction, Valley Water staff shall coordinate to meet with City staff for the installation of City pad locks to be daisy chained with Valley Water locks at maintenance road gates.
- e. City standard concrete or asphalt pavement driveway aprons shall be installed as part of the LCC and LPC Projects at all intersections of Valley Water maintenance access roads and City streets. Aprons will extend from City street to Valley Water maintenance gates.

- f. As part of the LCC Project, it is necessary for Valley Water to construct, operate and maintain two (2) new standalone headwall structures ("Structure" - see Exhibit E), adjacent to but not attached or bearing against the City's North Milpitas Boulevard and Arizona Avenue Bridges (herein referred to as "Bridges") for the purpose of flood protection during a 100-year event. Valley Water shall not attach new headwall structures to City bridge structures. Damage to Valley Water's structure arising from future major repairs or improvements of the City's bridge shall not be the responsibility of the City except to the extent such damage is caused by the City's or its contractor's active negligence or willful misconduct. All improvements constructed adjacent to City roadways shall comply with City standard vehicle sight distance requirements as determined by the City Engineer in accordance with Section 3.b.(3) above. Work shall be completed at Valley Water cost.
- g. Community Outreach. Valley Water shall provide project outreach to the City of Milpitas community along the length of the LCC and LPC Projects prior to the start of construction. Methods of outreach acceptable to the City include notices with social media platforms, Construction Notices mailed to residents and business along the LCC and LPC Projects, and community meetings. Community outreach methods shall be provided, and proof of such outreach shall be provided to the City. Valley Water shall provide Community Outreach through dissemination of Notices of Construction to residents adjacent to the project at least 30 calendar days prior to the start of work. Valley Water shall disseminate a second construction notice approximately two-weeks prior to the start of construction. Valley Water's Deputy Operating Officer shall coordinate with the City and provide a presentation to the City Council at least one month prior to the start of construction.
- h. Valley Water shall maintain all newly installed floodwalls and retaining walls in a clean maintained appearance including graffiti removal.

4. City Design Review, Approval, and Construction Inspection

- a. City's Review and Approval of Valley Water's Design Plans and Encroachment Permit Application
 - (1) Waiver of Permit, Land Use, Staff Review, and Construction Inspection Fees. In accordance with the "First Amendment to the Memorandum of Understanding (MOU) between Valley Water and the City of Milpitas for Waiver of Permit, Land Use, Staff Review, and Construction Inspection Fees," any fees by Valley Water and City for design review, permits, and construction inspection shall be waived for Designated Projects. Both the LCC and LPC Projects are designated projects listed in Exhibit B of the MOU, Items 2 and 3.
 - (2) City Improvement Design Review: City shall review each set of project plans and specifications presented by Valley Water within the time specified by this agreement for City review. City's design review is limited to City Improvements to be installed and will

include conformance with City Standards and public safety. The City will provide written approval of the City Improvement Design as shown on the project plans and specifications. The City shall complete its design review prior to Valley Water's Board adoption of plans and specifications.

- (3) **Encroachment Permit.** Prior to starting LCC and LPC Project construction, or any work within City right of way, Valley Water shall obtain a City Encroachment Permit that shall be signed by Valley Water and its Contractor. City agrees that the permit term shall be effective until the Project is complete and accepted by Valley Water. Valley Water's contractor(s) shall provide copies of their Liability Insurance documents naming the City and its officers as additional insured and shall provide a Faithful Performance Bond naming the City of Milpitas as a co-obligee or dual obligee for the full value of the project.
- (4) **City Inspection.** Valley Water shall ensure that all work completed by its Contractor(s) within City right of way or upon City owned infrastructure shall be inspected by the City's Public Works Construction Inspector to ensure the Contractor(s) performance according to the approved plans. Valley Water and the City agree to coordinate inspections such that both Valley Water and City inspection staff are present for all permit required inspections. City agrees to provide and conduct all requested inspections promptly and shall not unreasonably delay determinations and conclusions from said inspections.
- (5) Valley Water shall provide quality control testing that shall be completed by a third-party testing lab for City Improvement Work. Both laboratory and field testing shall be provided for concrete, asphalt, and class II aggregate base to ensure the work is in compliance with Valley Water's Construction Documents and City Standards. Improvements not passing testing requirements shall be reworked by the Contractor until compliance with the project requirements.

5. Cost Sharing: Review, Approval and Payment for City Improvement Work

- a. In consideration of the Valley Water's work described in Section 3.a through 3.g, City agrees to remit payment for the City Improvement Work identified in Exhibit F. Exhibit F is a Cost Estimate of City Improvement Work and Payment to Valley Water for the LBC, LCC and LPC Projects. City will reimburse Valley Water for the total cost of Valley Water's construction cost of the City Improvement Work as provided in an updated Exhibit F that will be based on actual bid pricing from the construction contract awarded for each respective creek project.
- b. Valley Water has constructed the LBC Project and included each component of the LBC City Improvement Work as separate "bid items" in order to ascertain the bidders' proposed price for this work. Valley Water awarded the contract in July 2016 and completed the civil work in

July 2020. The attached Exhibit F reflects the actual bid pricing from the construction contract awarded for the LBC Project and requires no further update with respect to the LBC Project.

- c. Valley Water will publicly bid the LPC and LCC Projects and include each component of the LPC and LCC City Improvement Work as separate bid items in order to ascertain the bidder's proposed price for this work.
- d. Valley Water agrees to provide City with notice, documentation, and plans regarding any modifications, revisions, change orders, and/or extra work required for City Improvement Work within seven (7) calendar days of Valley Water becoming aware of or initiating such matter, so City can provide direction to Valley Water, if necessary and appropriate.
- e. City will respond to Valley Water regarding such matters within seven (7) calendar days of receipt of such modification information and provide written direction to Valley Water, if necessary and appropriate.
- f. Final Accounting & Payment for LPC Project. City agrees to remit payment of 10% of the costs outlined in the updated Exhibit F, as describe above in this subsection 5.a., within 30 business days of receiving a notice from Valley Water that Valley Water has awarded a construction contract for the LPC Project. Following Valley Water's satisfactory completion of City punchlist items for the LPC project as described in Sections 6.a to 6.e, City agrees to initially accept the constructed City improvements and remit payment of 80% of the costs outlined in the updated Exhibit F for the LPC within 30 business days of acceptance after the Upper Berryessa Creek condition in 5.h is met. At the completion of the 1-year warranty period and City's issuance of the Notice of Final Acceptance of the work, City will remit the remaining final 10% owed of the costs outlined in the updated Exhibit F for the LPC.
- g. Final Accounting & Payment for LCC Project. City agrees to remit payment of 10% of the costs outlined in the updated Exhibit F for the LCC within thirty (30) business days of receiving a notice from Valley Water that Valley Water has awarded a construction contract for the LCC Project. Following Valley Water's satisfactory completion of punchlist items for the LCC project as described in Sections 6.a to 6.e, City agrees to initially accept the constructed City improvements and remit payment of 80% of the costs outlined in Exhibit F for the LCC within 30 business days of acceptance after the Upper Berryessa Creek condition in section 5.h is met. At the completion of the 1-year warranty period and City's issuance of the Notice of Final Acceptance of the work, City will remit the remaining final 10% owed of the costs outlined in Exhibit F for the LCC.
- h. Final Accounting & Payment for LBC Project. City agrees to remit final payment to Valley Water for City Improvement Work constructed as part of LBC project after City acceptance of the resolution of the outstanding claim and punchlist work associated with the Upper Berryessa Creek (UBC) Project. An amount of \$41,125 shall be deducted from the payment to Valley Water to reimburse City for its cost to replace the landscape damage from the UBC Project. Final payment shall be made

within thirty (30) business days after City's initial acceptance of City Improvement Work constructed as part of LCC project.

6. Completion and Acceptance

- a. Valley Water shall provide a "Preliminary Notice of Completion" to City within seven (7) business days after completion of the Project improvements that will be owned by the City. The LCC, and LPC Projects will have different schedules so notification will be after each Project is completed.
- b. City shall conduct, and Valley Water shall permit, within ten (10) business days thereafter (the "Inspection Period"), a final inspection of the Project improvements owned by the City.
- c. If City determines that the City improvements have met the requirements in the plans and specifications for the LBC, LCC or LPC Projects approved by the City, the City will, no later than thirty (30) business days after receipt of the Preliminary Notice of Completion, provide Valley Water with written notice of its acceptance of the City Improvement Work for the subject project ("Notice of Acceptance").
- d. If City reasonably determines that the City Improvement Work does not meet the requirements of the plans and specifications for the subject LBC, LCC or LPC Projects approved by the City, the City shall, no later than ten (10) business days after the close of the Inspection Period, provide Valley Water with a written enumeration of the reasons why the City Improvement Work does not comply with said plans and specifications. Any inspection items or concern identified by the City that are not a part of the approved plans or specifications or an approved change order will constitute a new request and shall not be treated as an identified City Improvement Work included in the Scope of Work of this Agreement. New requests from the City may be negotiated by the parties at Valley Water's discretion. Any new request, unless identified to address a valid public safety concern not resulting from prior direction by the City, shall be at the City's cost. The parties will thereafter confer within ten (10) business days to determine what additional matters should be addressed to bring the City Improvement into compliance with the plans and specifications (i.e., punchlist) for the subject LBC, LCC or LPC Projects approved by the City. Valley Water shall work with their contractor to make any agreed upon corrections as are necessary within a reasonable time that is allowed under regulatory permit conditions, as required by City Encroachment Permit to meet the terms of the plans and specifications.
- e. Upon completion of the punchlist corrections, Valley Water shall again submit to City a Preliminary Notice of Completion. The process of inspection and acceptance set forth in the preceding paragraphs of this Section 6 will then apply to this subsequent Preliminary Notice of Completion and issuance of a Notice of Acceptance.

- f. Following the City's acceptance of the City Improvement Work, a 1-year warranty period will commence for the City Improvement Work listed in Exhibit G. The 1-year warranty period will cover defects, as mutually agreed to by City and Valley Water, for City Improvement Work.

7. Record Drawings

Valley Water agrees to provide the City with electronic as-built record drawings for the projects including City Improvement Work in CAD format and PDF format within thirty (30) business days after Valley Water completes the as-built record drawings. The as-built documents may take up to 4 to 6 months to finalize after construction has completed. Upon completion of construction, Valley Water shall provide the City with two full-size sets of the contractors red-lined as-built drawings documenting all changes made during construction. Valley Water shall provide the City with two complete full-sized sets of final project record drawings including CAD files within 4-6 months after completion of construction activities.

8. Ownership of Improvements

Upon completion of the LBC, LCC and LPC Projects, the project improvements appurtenant thereto shall be the responsibility of Valley Water. The LBC, LCC and LPC Projects improves and modifies existing outfall structures as they tie-in to creek banks. Upon completion of the LBC, LCC and LPC Projects and acceptance of the outfall improvements by the City, the City shall own and maintain the newly constructed outfall structures and flap gates/check valves in perpetuity. Any utility, bridge, and other facilities which were owned by the City prior to the LBC, LCC and LPC Projects shall remain the property of the City. The City shall own and maintain the newly constructed City Improvement Work and trail improvements along the LBC and LPC (see Exhibit G) in perpetuity. The rights, duties, and obligations of the Parties as set forth above in Section 4.a.(1). will survive termination, expiration, and suspension of this Agreement.

9. Indemnification

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but, instead, Valley Water and City agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify, defend, and hold each of the other parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, contractors, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees, contractors, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement. Further, Valley Water shall require its

contractor(s) to indemnify, defend and save City harmless to the same extent that Valley Water is indemnified under the contract between Valley Water and its contractor(s). The obligations set forth in this paragraph will survive termination, suspension, completion and expiration of this Agreement.

10. Term and Termination

- a. The term of this Agreement will commence on the Agreement Effective Date and shall terminate when the LBC, LCC and LPC Projects are completed, upon City acceptance of City Improvement Work, and receipt by Valley Water of full payment from the City for Valley Water's reasonable costs for design, construction, and construction management on the City Improvement Work. Full payment to Valley Water from the City for Valley Water's reasonable costs for design, construction, and construction management on the City' Improvement Work shall be as outlined in Sections 5.f, 5.g, and 5.h. Valley Water and City may mutually agree to extend the term of this Agreement.
- b. The Agreement can be terminated only upon mutual written consent upon terms acceptable to both parties. Except for breach by District of this Agreement, City shall reimburse District for its reasonable costs in performing the City Improvement Work up to the termination date of this Agreement.

11. Insurance, Bonds, Risk of Loss, Damage to City Property, and Warranty

- a. During construction and until acceptance of either the LBC, LPC, or LCC Project by Valley Water's Board of Directors, Valley Water assumes and shall bear all risk of loss, injury, damage or destruction to the City property (including, without limitation, City Improvement Work and any construction work in progress, materials, improvements, machinery and equipment). Notwithstanding the foregoing, should Valley Water encounter pre-existing material reasonably believed to be toxic waste and hazardous materials which have not been rendered harmless on City-owned property, Valley Water shall immediately stop work at the affected site and shall report the condition to the City in writing. The City shall have the option of separately contracting for any services required to directly remove and/or abate the toxic wastes and hazardous materials, if required, or may request Valley Water to perform the same with its contractor at City's cost. The work in the affected area shall not thereafter be resumed except by agreement of the City. Valley Water shall not be responsible for the cost of removal or abatement of any such pre-existing toxic wastes and hazardous materials except where the presence or further spread of such pre-existing toxic wastes or hazardous materials is attributable to Valley Water or its contractor's acts or omissions.
- b. Valley Water shall be responsible for all damages to persons or property that occurs as a result of its work and the work of its contractors covered by this Agreement, except damage or injury caused by City of Milpitas' negligence or willful misconduct. Without limiting the foregoing, Valley Water shall remedy at its expense any damage to persons or property, including City-owned or controlled real or personal property, caused by or

resulting from the negligent acts or omissions of Valley Water, its officials, officers, contractors, consultants or agents, except damage or injury caused by City of Milpitas' negligence or willful misconduct. The City shall notify Valley Water, in writing, within a reasonable time after the discovery of any failure, defect, or damage caused by or resulting from the acts or omissions of Valley Water, its officials, officers, contractors, consultants or agents. After being notified, Valley Water shall perform with due diligence all necessary remediation work if Valley Water determines the failure, defect, or damage was caused by Valley Water's negligence. If Valley Water is not at fault as determined by a mutually agreed upon dispute resolution process in accordance with paragraph 12 below, Valley Water may decide to proceed with the remediation work. Upon completion of remediation work, City shall reimburse Valley Water for that portion, if any, of the remediation work caused by City's negligence or willful misconduct. If Valley Water is deemed to be partially at fault, and fails to promptly remedy any defect or damage; the City shall have the right to replace, repair or otherwise remedy the defect or damage, and then withhold any payment due Valley Water, but only in the amount of the cost to remedy the defect, or seek reimbursement from Valley Water to the extent that Valley Water is at fault.. In the event of any emergency constituting an immediate hazard to health, safety or property, the City may undertake at Valley Water's expense, and without prior notice, all work necessary to correct such condition.

- c. Valley Water shall require its contractor(s) to procure prior to commencement of construction of the LCC and LPC Projects and maintain for the duration of the LCC and LPC Projects the following types and limits of insurance in connection with the performance of the LCC and LPC Projects by Valley Water's contractor(s):

Coverage Type and Scope	Minimum Coverage Limits
Commercial general liability coverage (Insurance Services Office occurrence form CG 0001), including liability coverage for premises and operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability, use of independent contractors, and broad form property damage with completed operations	\$5,000,000 per occurrence and in the aggregate for general liability, bodily injury, personal injury, and property damage
Automobile liability (Insurance Services Office form CA 0001, code 1, any auto)	\$5,000,000 per accident for bodily injury, including death, and property damage
Workers' compensation	Statutory limits required by State of California
Employers' liability	\$1,000,000 per accident for bodily injury or disease

- (1) Valley Water shall require its contractor(s): (1) to add the City and its officers, officials, employees, agents and authorized volunteers as additional insureds on the contractor's commercial general

liability (using ISO CG 20 38 for ongoing operations, as well as ISO CG 20 37 for completed operations or endorsements at least as broad) and business automobile liability policies; (2) to provide a waiver of subrogation in favor of City and its officers, officials, and employees on the contractor's commercial general liability, business automobile liability and workers' compensation/ employer's liability policies; and (3) to provide all coverage under the commercial general liability and business automobile liability policies on a primary and non-contributory basis. The coverage provided by the Valley Water's contractor shall contain no special limitations on the scope of protection afforded the City. After execution of this agreement, Valley Water shall forward a copy of its contractor's proof of insurance on ACORD Form 25-S and all necessary endorsements required herein. Any greater levels of coverage or endorsement requested by the City shall be paid for by the City.

- (2) For the LBC project that has completed construction, Valley Water's contractor has provided coverage: (1) to add the City and its officers, employees, agents and authorized volunteers as additional insureds on the contractor's commercial general liability and business automobile liability policies; (2) to provide a waiver of subrogation in favor of City and its officers, and employees on the contractor's commercial general liability, business automobile liability and workers' compensation/ employer's liability policies; and (3) to provide all coverage under the commercial general liability and business automobile liability policies on a primary and non-contributory basis. The coverage provided by the Valley Water's contractor shall contain no special limitations on the scope of protection afforded the City.
- (3) Valley Water will require its contractor(s) to post a performance bond, letter of credit or other financial security (the "Performance Bond") in a sum equal to a minimum 100% of the estimated cost of the applicable LCC and LPC Projects. The Performance Bond will be for the purpose of insuring the proper completion of the subject Project(s). If Valley Water's contractor fails to complete the subject Project(s) covered by the Performance Bond in accordance with the construction contract, Valley Water agrees to diligently pursue and enforce its and the City's remedies under the Performance Bond. For the LPC and LCC Project construction agreement, Valley Water also agrees to require its contractor and contractor's surety to name the City as co-obligee on the Performance Bond or to add City as an obligee through a co-obligee or dual obligee rider.
- d. Valley Water will require its contractor(s) to warranty all materials and workmanship furnished in the construction of the City Improvement Work for one year from the date of Valley Water's issuance of the Notice of Completion. Valley Water shall manage and oversee the City's warranty rights related to the City Improvement Work and pursue and enforce the

warranty for defects in workmanship or materials and require the construction contractor to repair or replace the defective work so that it complies with the City Improvement Work plans and specifications reviewed and approved by the City. Valley Water shall not be obligated to pursue any warranty rights for defects in workmanship or materials that Valley Water reasonably determines are beyond or outside the provisions of the approved plans and specifications provided that any dispute regarding the same shall be submitted to the dispute resolution process under Section 12 below.

12. Disputes

- a. This Agreement requires that City and Valley Water work together in good faith to achieve the intent of this Agreement. In the event a dispute arises as to the proper interpretation of the respective obligations and responsibilities of the Parties under this Agreement, or as to any other aspect of this Agreement, City and Valley Water agree that they each will assign the appropriate individuals to meet and make good faith efforts to negotiate a resolution of the dispute.
- b. If after employing this informal resolution process either City or Valley Water may request an independent, mutually agreed upon mediator to facilitate further negotiation with the costs shared equally between each Party. However, nothing herein will prevent either City or Valley Water from exercising any rights it may have to enforce the terms of this Agreement at law or in equity.

13. Assignability

Both City and Valley Water agree that each party's responsibilities as detailed herein have been determined in their mutual best interest toward accomplishing LBC, LCC and LPC Projects completion. Without the written consent of the other, neither City nor Valley Water will assign or transfer any interest in this Agreement or any of the obligations hereunder except to contractors or consultants working directly for them. Any unauthorized attempt by City or Valley Water to assign or transfer will be void and of no effect.

14. Written Notices

Except as otherwise specifically described herein, all communications with respect to this Agreement shall be given by first class mail to the parties as follows:

Valley Water	City
Rechelle Blank, P.E. Deputy Operating Officer Valley Water 5750 Almaden Expressway San Jose, CA 95118	Steven Erickson, P.E. Engineering Director/City Engineer City of Milpitas 455 E. Calaveras Blvd. Milpitas, CA 95035-5411
Or to such other person, addresses, or telephone numbers as the parties may designate in writing from time to time.	

15. Severance of Invalid Terms

If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Valley Water and City, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, invalid, void or unenforceable provision.

16. No Implied Waiver

The waiver by either City or Valley Water of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other term, covenant, condition, or obligation. Nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

17. Governing Law and Compliance with Laws

This Agreement shall be constructed in accordance with the laws of the State of California. In the performance of this Agreement, City and Valley Water will comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

18. Venue

In the event that suit is brought by either City or Valley Water, each agrees that venue will be exclusively vested in the state courts of either the County of Santa Clara, or in the United States Court, Northern Valley Water of California, in San Jose, California.

19. Nondiscrimination

- a. In the performance of the Agreement, the parties will comply with all applicable federal, state, local laws and regulations, and will not discriminate against any contractor, subcontractor, employee, or applicant for employment, in the recruitment, hiring, employment, utilization, promotion, classification or reclassification, transfer, recruitment advertising, evaluation, treatment, demotion, layoff, termination, rates of pay or other forms of compensation, and selection for professional development training (including apprenticeship), or against any other person, on the basis of sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), race, religion, color, national origin (including language use restrictions), ancestry, religious creed (including religious dress and grooming practices), political affiliation, disability (mental and physical, including HIV or AIDS), medical condition (cancer and genetic characteristics), genetic information, marital status, parental status, gender, age (40 and over), pregnancy, military and veteran status, sexual orientation, gender identity and gender expression, the exercise of family and medical care leave, the exercise of pregnancy disability leave, or the request, exercise, or need for reasonable accommodation.

- b. Compliance with Applicable Equal Opportunity Laws. The City's policy must conform with applicable state and federal guidelines including the Federal Equal Opportunity Clause, "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations," Title VII of the Civil Rights Act of 1964 as amended; the American's with Disabilities Act of 1990; the Rehabilitation Act of 1973 (Sections 503 and 504); the Age Discrimination Act of 1975 (42 U.S.C. sec. 6101 et seq.); California Fair Employment and Housing Act (Government Code Section 12900 et. Seq.); California Labor Code Sections 1101 and 1102.
- c. Investigation of Claims. City must designate a specific position within its organization to be responsible for assuring nondiscrimination and non-harassment as provided in this Agreement. City must investigate all complaints directed to it by District. District will refer complaints in writing and City will advise District in writing when such investigations are concluded. The scope of such investigations must include all appropriate officers, employees, and agents of the City, as well as all contractors, subcontractors, consultants, subconsultants, and material suppliers of the City. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, City must take prompt, effective disciplinary action against the offender.

20. Ownership of Materials

Except as otherwise set forth herein, all design and construction documents related to the LBC, LPC, and LCC Project improvements developed or discovered by Valley Water or any other person engaged directly or indirectly by Valley Water to perform the services required hereunder will be and remain the property of the Valley Water. City and Valley Water will make available to the other party such other records under its control as may be reasonably required for the parties to perform under this Agreement. City and Valley Water will maintain all documents and records produced under this Agreement for a minimum period of three years, or any longer period required by law, from the date of termination or completion of this Agreement.

21. Execution in Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, will be deemed to be an original, and which taken together will be deemed to be one and the same instrument, and will be binding as executed.

22. No Third Party Beneficiaries

This Agreement is entered into only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity, or person.

23. Compliance with Other Conditions

Valley Water acknowledges that the authorization contained herein is in addition to and not in lieu of any other easements, inspections, or approvals which Valley Water may need to obtain from City, from other utility providers, or from property owners with respect to its construction of the LBC, LCC and LPC Projects. In

consideration of the numerous benefits to be gained by the City from Valley Water's construction of City Improvement Work and LBC, LPC, and LCC Project improvements, any land use along City right of way, inspections, or approvals to be granted or conducted by the City shall be at no cost to Valley Water in accordance with the MOU as set forth in Section 4.a.(1). of this Agreement.

24. Successors and Assigns

This authorization will bind and inure to the benefit of the parties, the respective heirs, successors and assigns.

25. Exhibits

The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A: LBC Trail Agreement
- Exhibit B: LPC Trail Agreement
- Exhibit C: LCC and LPC City Approved Drawings for Improvement Removal and Replacement
- Exhibit D: LCC and LPC Extent of the Black Vinyl Fences
- Exhibit E: LCC Headwall Structure at North Milpitas Boulevard and Arizona Avenue
- Exhibit F: Estimated Cost of City Improvement Work and Payment to Valley Water
- Exhibit G: LCC and LPC List of City Improvement Work

26. Construction of Agreement

The parties hereto acknowledge and agree that, although this Agreement has been drafted by Valley Water's legal counsel, City has had an opportunity to review and negotiate the terms of this Agreement as well as consult with City's own legal counsel regarding the meaning of its terms. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement, and this Agreement shall be interpreted in accordance with its fair meaning.

27. Amendments

All modifications to this Agreement must be in writing in the form of an amendment approved by both parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

28. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained therein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties relative thereto, except for the LBC Trail Agreement, attached hereto as Exhibit A, and the LPC Lease Agreement Joint Use, SCVWD Agreement No. A2001, attached hereto as Exhibit B.

(SIGNATURES FOLLOW ON NEXT PAGE)

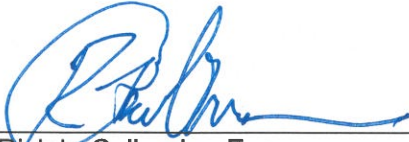
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IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year last written below.

VALLEY WATER, A SPECIAL DISTRICT CREATED BY THE CALIFORNIA LEGISLATURE:

APPROVED AS TO FORM:

By: 
Joseph D. Aranda
Assistant District Counsel

By: 
Rick L. Callender, Esq.
Chief Executive Officer

By: 
Michele L. King, CMC
Clerk, Board of Directors

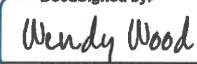
Date: 3/9/21

CITY OF MILPITAS, A MUNICIPAL CORPORATION:

Recommended by:


2278381D96134D7...
Steven Erickson
Engineering Director/City Engineer

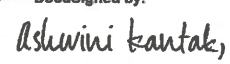
Attest:

DocuSigned by:

5092B75E8EA545C...
Wendy Wood
City Clerk

APPROVED AS TO FORM:

DocuSigned by:

3286B06D07EF4B3...
By: Christopher J. Diaz
City Attorney

DocuSigned by:

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By: Steven McHarris
City Manager

DocuSigned by:

D0F04EEB50844F3...
By: Walter C. Rossmann
Deputy City Manager/Director of Finance

Mar-02-2021

Date: _____

EXHIBIT A LBC Trail Agreement

File: City of Milpitas
Berryessa Creek
X-File: 4017-42, 44, 48, 52

JOINT USE AGREEMENT

Berryessa Creek Trail

SANTA CLARA VALLEY WATER DISTRICT, a public corporation, hereinafter referred to as "District", and the CITY OF MILPITAS, hereinafter referred to as "City", agree this 4th day of September, 2002 as follows:

RECITALS

- A. District is the owner of certain real property (hereinafter "the premises"), along Berryessa Creek between North Abel Street and North Hillview Drive, described on EXHIBIT A attached hereto, so marked and by this reference made a part hereof.
- B. City and District recognize that the premises are regulated by a variety of federal, state and local agencies.
- C. City and District, in cooperation with the U.S. Army Corps of Engineers, the California Department of Water Resources and the California Department of Fish and Game, agree to use the premises for non-vehicular (except for maintenance, emergency and enforcement vehicles) and recreational purposes as well as for flood control and water conservation purposes.
- D. The parties find it to be in the public interest to provide for joint use of the premises through the terms and conditions of an Agreement.

Joint Use Agreement
Santa Clara Valley Water District
and City of Milpitas

Page 1 of 7

EXHIBIT A LBC Trail Agreement (continued)

AGREEMENT

1. District shall and does hereby grant permission to City to use the premises for the following purpose or purposes and subject to the following special restrictions:
 - a. Enter the premises for purposes set forth in the Agreement.
 - b. Operate and oversee the premises for public use for non-vehicular recreational purposes, subject to the terms and conditions set forth in this Agreement.
 - c. Install as needed, and as approved by District permit, and maintain at City's own expense, paving, pedestrian bridge, ramps, stairs, gates, signs, fencing, trash receptacles and related amenities (hereinafter "improvements").
 - d. Entry of motor vehicles, dogs or other domestic animals (except on leash), swimming, boating, rafting and fires are not permitted hereunder and such uses shall be effectively controlled by City.

2. City shall provide and maintain garbage receptacles for public use, and provide for adequate waste removal service. City shall also provide graffiti removal within the premises in compliance with City's graffiti abatement program, including graffiti removal from signs installed in conjunction with and/or accessory to the establishment of a public park and pathway consistent with its implementation of the same program at comparable City facilities.

3. The public pathway and corridor, the subject of this Agreement, may be patrolled by City personnel, ranger services under contract with City and/or volunteers supervised by City. District shall have no obligation whatsoever to provide or pay for such services.

- 4(a). City must remove and, if it so chooses, replace recreational improvements installed by the City in the event District requires such removal to improve, maintain, or repair Berryessa Creek in any manner for District purposes. If removal is not required by District, the City shall compensate the District for costs to remove, redesign, replace, or modify District facilities to accommodate continued use or presence of City's improvements. District shall inform City of pre-construction planning, as described in Section 6, in the event a District project is needed, to minimize District's project impact on City's public pathway and financial investments.

EXHIBIT A

LBC Trail Agreement (continued)

- 4(b). District is planning to implement a major flood protection improvement project within the premises. District and City intend to include in the plans a bicycle-pedestrian trail that will also support District operations and maintenance functions. City will collaborate with District in such flood protection and trail planning for Berryessa Creek. City has prepared "Berryessa Creek Trail and Coyote Creek Trail Feasibility Report" describing a proposed trail alignment, a trail underpass at North Milpitas Boulevard and other desired features for consideration. City and District propose to develop an appropriate cost-sharing arrangement to address the interests of both agencies in providing public trail access to the premises.
5. Damage occurring to City's structures or paving by reason of District's maintenance or other activity or by reason of natural forces will not be the responsibility of District to repair or restore; all such costs for such repair or restoration are to be borne by City.
6. City and District shall meet whenever necessary for the purposes of scheduling routine maintenance, including but not limited to:
- a. Maintenance issues related to improvements.
 - b. Method and timing of issues related to affected wildlife.
 - c. Non-emergency work requiring the use of heavy equipment, barricading, and/or restricting access to the premises. District and City further agree to notify one another's designated representative as required prior to commencement of such work, in order to minimize public impacts and damage to City's and District's improvements.
 - d. In an emergency situation, District shall have rights provided in Paragraph 13 without consulting City.
7. City and District recognize the unique nature of the resources and recreational uses covered by this Agreement and the beneficial effects to both parties of providing these resources to the public. City and District resolve to utilize their respective offices to mutually support the efforts of each other to deliver such services to the public. City and District further agree to cooperate in order to resolve disputes and assist each other in responding to public inquiries arising from the activities of the parties of either team.

City will encourage volunteer groups to participate in District's "Adopt-A-Creek" program.

EXHIBIT A LBC Trail Agreement (continued)

8. Native plants selected by a licensed landscape architect with native habitat experience or other qualified professional should be used for revegetation purposes.
9. Construction work during spring nesting season will be avoided whenever possible. The parties acknowledge that spring nesting season occurs between February 1 and July 1. If construction must be done during the nesting season, a survey by a qualified biologist will be undertaken to determine the presence of nesting activity. If no nesting activity is reported, then the work may proceed. If nesting activity is reported, the biologist is expected to recommend the implementation of adequate mitigation measures. Environmental impact shall be considered prior to all work. Any and all work related to this clause shall be completed in accordance with applicable federal, state, and local environmental health and safety regulations including the federal Migratory Bird Act of 1918 and any amendments thereto.
10. The parties shall cooperate to create and install signage which benefits the programs of each party such as warning signs, entrance signs, interpretative signs, and joint uses when applicable. The Chief Executive Officer of the District and the City Manager of the City or their designees shall meet and confer on a periodic basis to plan and install appropriate signage which serves the needs of both parties.

All signs excepting existing ones or publications that identify the facility (e.g., park, trail) by name should include the District's logo in equal size and symmetric relationship to any other logos. All signs or publications that are intended to interpret the water resources should be developed in cooperation with the District's Public Information Office and should also include the District's logo in equal size and symmetric relationship to any other logos. Maintenance responsibility for signage and benches shall be the responsibility of either the District or the City, according to which entity has installed the improvements.

11. This Agreement shall be for a period of twenty-five (25) years beginning on the date it is approved by the District Board of Directors. City may, upon written notice to District of intent to do so, given not less than ninety (90) days prior to the termination date, renew this Agreement for a like period upon the same terms and conditions. Notice of intent to renew may be given by the City's Public Works Director or City Manager for City. It is understood and agreed that this Agreement may be superseded and incorporated into any future joint use agreement or lease arrangement with the City along Berryessa Creek.

EXHIBIT A

LBC Trail Agreement (continued)

12. City shall have the full control and authority, for purposes of this Agreement, over the use of the premises, and City may restrict, or control, regulate and supervise the public use thereof. City may, in its discretion but consistent with the right of District hereinafter described, and without diminution of the environment, flood control or conservation function or hazard thereto of the premises as now existing or as may hereinafter be altered, take any measures of every kind as may in the opinion of City be necessary for the safety of the users of the premises for any joint use agreement purpose. Further, City shall have the sole responsibility for the maintenance in usable and safe condition of every facility provided upon the premises for purposes of this Agreement.

13. District shall have the sole responsibility to maintain Berryessa Creek for flood control, water conservation and stream stewardship purposes, to repair and reconstruct the same where necessary for such purposes and to perform such periodic maintenance as may be appropriate to such purposes, including removal of silt, debris, and obstructive growth. It is expressly understood that District is engaged in flood control and the conservation of water and that the terms and conditions of this Agreement shall not in any way interfere with the absolute, free and unrestricted right of District to operate and maintain for its purposes the stream bed and banks or any appurtenant works thereto, or to repair or construct any of its works, or to raise or lower the height of the water present upon the premises; and it is further understood that nothing herein contained shall be construed as conferring a right upon City to have or a duty upon District to provide water upon the premises at any time. Damage to District's facilities arising from use of the premises by the public or by City representatives under this Agreement shall be the responsibility of the City.

14. It is also expressly understood by City that the level of water upon the premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the same, and that such fluctuations may require greater control over the use of the premises by City, and the public; provided, however, that City shall be responsible for informing itself thereof and of all other conditions of the premises whether open or covered which may in anywise affect the health and safety of the users of the premises hereunder.

- 15(a). City shall have the right to build any improvements on the premises necessary or convenient to the enjoyment of this Agreement, provided the location of any such improvement is, in each case during the term of this Agreement, first approved by District. It is fully understood and agreed that District's basis of approval or disapproval of improvements is its responsibility to insure that the same shall not constitute an obstruction to flood flows and shall not interfere with the use of the premises for flood control or water conservation purposes, and does not in anywise extend to

EXHIBIT A

LBC Trail Agreement (continued)

consideration of the health and safety of users of the premises, which latter consideration is the responsibility of the City.

- (b). Improvements built by City on the premises shall remain the property of City and upon the termination of this Agreement shall be removed by City, leaving the premises in a condition as near as reasonably possible to its condition prior to such improvements. If District, in the interest of health and safety and in the exercise of lawful powers, requires that such an improvement must be removed or relocated, the same shall be done at City's expense.

- 16(a). City shall assume the defense of, indemnify and hold harmless, District, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature, or description directly or indirectly arising during the initial term of this Agreement, or any renewal thereof, and resulting from the public use of the premises pursuant hereto or from public use of adjacent premises of District occurring in consequence of City's or the public's use of the premises or from acts, omissions, or activities of City's officers, agents, employees, or independent contractors employed by City, excepting claims, liability, loss, damage, or injury which arise from the willful or negligent acts, omissions, or activities of an officer, agent, or employee of District. This Agreement to defend, indemnify, and hold harmless the District shall operate irrespective of whether negligence is the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is merely a condition rather than a cause.

- (b). District shall assume the defense of, indemnify, and hold harmless, City, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature or description directly or indirectly arising from District's exercise of its flood control or water conservation purposes on the premises pursuant hereto or from acts, omissions, or activities of District's officers, agents, employees, or independent contractors employed by District excepting claims, liability, loss, damage, or injury which arises from the willful or negligent acts, omissions or activities of an officer, agent, or employee of City. This Agreement to defend, indemnify, and hold harmless shall operate irrespective of whether the act, omission, or activity is merely a condition rather than a cause.

- 17. Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

Joint Use Agreement
 Santa Clara Valley Water District
 and City of Milpitas

Page 6 of 7

EXHIBIT A **LBC Trail Agreement (continued)**

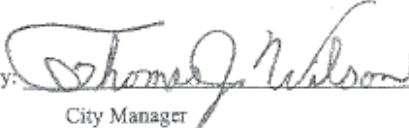
City	District
City Manager	Chief Executive Officer
City of Milpitas	Santa Clara Valley Water District
455 East Calaveras Blvd.	5750 Almaden Expressway
Milpitas, California 95035	San Jose, California 95118

18. This Agreement, and all the terms, covenants, and conditions thereof, shall apply to and bind the successors and assigns of the respective parties hereto; provided that City shall neither assign nor sublet this Agreement without prior written consent of District.
19. This Agreement includes any and all exhibits, covenants, agreements, conditions, and understandings between City and District concerning the premises. There are no covenants, agreements, conditions, or understandings, either oral or written, between the parties hereto other than herein set forth.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

CITY OF MILPITAS

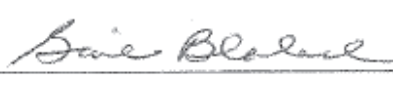
SANTA CLARA VALLEY WATER DISTRICT,
a public corporation

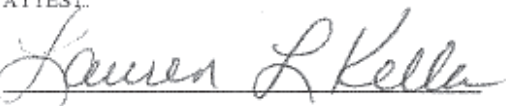
By: 
City Manager
"City"

By: 
Chair/Board of Directors
"District"

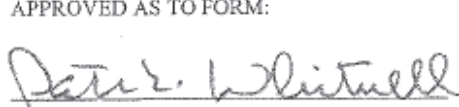
ATTEST:

ATTEST:


City Clerk


Clerk/Board of Directors

APPROVED AS TO FORM:

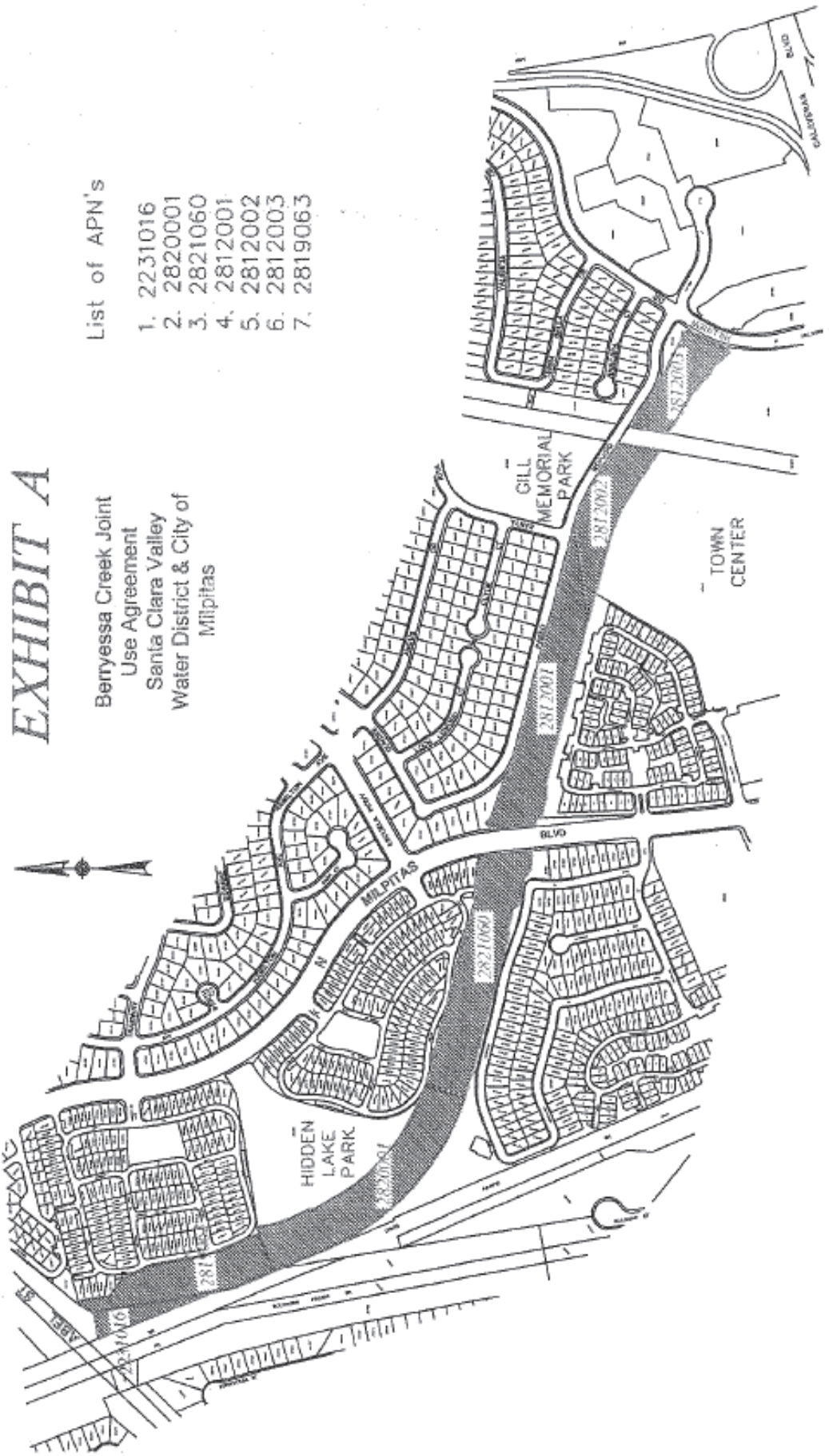

Asst. City Attorney


General Counsel

Joint Use Agreement
Santa Clara Valley Water District
and City of Milpitas

Page 7 of 7

EXHIBIT A
LBC Trail Agreement (continued)



List of APN's

1. 2231016
2. 2820001
3. 2821060
4. 2812001
5. 2812002
6. 2812003
7. 2819063

Berryessa Creek Joint
Use Agreement
Santa Clara Valley
Water District & City of
Milpitas

EXHIBIT A

EXHIBIT B LPC Trail Agreement

File: A/C Leases
City of Milpitas
X-File: 4033-49

LEASE AGREEMENT (Joint Use)

SCVWD AGMT. NO. A2001

SANTA CLARA VALLEY WATER DISTRICT, a public corporation, hereinafter referred to as "District," and the CITY OF MILPITAS, hereinafter referred to as "Lessee,"
AGREE this 19th day of JANUARY, 1997, as follows:

RECITALS:

- A. District is the owner of certain real property identified as "SCVWD Penitencia Creek" shown on "Exhibit A" attached hereto and incorporated herein by reference. The cross-hatched areas within said real property as shown on Exhibit A constitute the leased premises (hereinafter "the premises") for the purpose of this agreement.
- B. The parties find it to be in the public interest to provide for joint use of the premises by means of a lease thereof under the following terms and conditions.
- C. Lessee has constructed certain improvements on premises by permit from District.

AGREEMENT:

1. District shall and does hereby lease the premises to Lessee for the following purpose or purposes and subject to the following special restrictions:
 - 1(a). Pedestrian and emergency vehicle access on the west levee of Lower Penitencia Creek connecting North Abbot Avenue (at San Andreas Drive) to the new Milmont Drive/California Circle Bridge over the creek channel. Improvement to the top of levee shall be in accordance with District's requirements. Surfacing for the emergency vehicle access shall be all-weather with asphalt concrete or portland cement concrete. Any fencing shall be in accordance with District's permit requirements and with approval of Pacific Gas and Electric Company (PG&E).
 - 1(b). Lessee has installed landscaping, drainage, and a pedestrian way on the east slope of the east levee of Penitencia Creek. Any landscaping or other improvements placed by Lessee pursuant hereto shall be maintained by Lessee.
 - 1(c). Any improvement installed by Lessee shall be at Lessee's expense and shall be installed in accordance with District permit and with approval of PG&E or its successor.
 - 1(d). Lessee shall comply with any and all requirements of PG&E, or its successor, to protect PG&E's facilities located within the premises. Lessee shall be responsible to take measures to protect the

RE1734p (01/01/93)

1 of 4

ORIGINAL

EXHIBIT B

LPC Trail Agreement (continued)

District, third parties and the public including, but not limited to installation or modification of safety devices, guardrails, etc., as determined necessary by PG&E to protect such persons. District shall assume no liability or responsibility for cost of same.

2. This Lease shall be for a period of 25 years, beginning on 7th of January, 1997. Lessee may, upon written notice to District of intent to do so, given not less than ninety (90) days prior to the termination date, renew this Lease for a like period upon the same terms and conditions. This Lease may be terminated without cause by either party upon ninety (90) days prior written notice to the other. Notice of intent to renew or to terminate may be given by Public Works Director for Lessee.

Notice of intent to terminate may be given by the General Manager of District for the District.

3. Lessee hereby has full control and authority, for purposes of this Lease, over the use of the premises, and Lessee may restrict, or control, regulate and supervise the public use thereof. Lessee may, in its uncontrolled discretion (but consistent with the right of District hereinafter described, and without substantial or hazardous diminution of the flood control or conservation function of the premises as now existing or as may hereafter be altered), take any measures of every kind as may in the opinion of Lessee be necessary for the safety of the users of the premises for any lease purpose. Further, Lessee shall have the sole responsibility for the maintenance in usable and safe condition of every facility provided upon the premises for purposes of this Lease.
4. District shall have the sole responsibility to maintain Lower Penitencia Creek for flood control and water conservation purposes, and for such purposes only, to repair and reconstruct the same where necessary for such purposes and to perform such periodic maintenance as may be appropriate to such purposes, including removal of silt, debris, and obstructive growth. It is expressly understood that District is engaged in flood control and the conservation of water and that the terms and conditions of this agreement shall not in any way interfere with the absolute, free and unrestricted right of District to operate and maintain for flood control and water conservation purposes the stream bed and banks or any appurtenant works thereto, or to repair or construct any of its works, or to raise or lower the height of the water present upon the premises; and it is further understood that nothing herein contained shall be construed as conferring a right upon Lessee to have or a duty upon District to provide water upon the premises at any time. Damage to District's facilities arising from use of the premises under this Lease shall be the responsibility of Lessee.
5. It is also expressly understood by Lessee that the level of water upon the premises may fluctuate from day to day due to controlled or uncontrolled flows upon and across the same, and that such fluctuations may require greater control over the use of the premises by Lessee and the public; provided, however, that Lessee shall be responsible for informing itself thereof and of all other conditions of the premises whether open or covered which may in anywise affect the health and safety of the users of the premises hereunder; and provided, further, that Lessee shall not be responsible for mosquito control on the premises. District shall give reasonable notice to Lessee whenever District, in the exercise of its flood control or water conservation activities performs or intends to perform any major work of maintenance, repair or reconstruction (other than routine removal of silt, debris, and obstructive growth) on the premises or on any District works appurtenant thereto.

EXHIBIT B

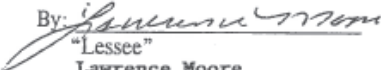
LPC Trail Agreement (continued)

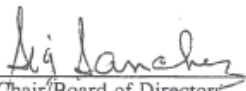
- 6(a). Lessee shall have the right to build or modify any improvements on the premises necessary, or convenient to the enjoyment of this Lease; provided, the location of any such improvement is, in each case during the term of this agreement is first approved by District. It is fully understood and agreed that District's basis of approval or disapproval of improvements is its responsibility to insure that the same shall not constitute an obstruction to flood flows and shall not interfere with the use of the premises for flood control or water conservation purposes, and does not in anywise extend to consideration of the health and safety of users of the premises, which latter consideration is the responsibility of Lessee. Lessee assumes responsibility for obtaining approval for proposed improvements from PG&E or any other entity having an easement or other right of way on the premises.
- 6(b). Improvements built by Lessee on the premises shall remain the property of Lessee and upon the termination of this Lease shall be removed by Lessee, leaving the premises in a condition as near as reasonably possible to their condition prior to such improvements. If District, in the interest of health and safety and in the exercise of lawful powers, requires that such an improvement must be removed or relocated, the same shall be done at Lessee's expense.
7. Lessee shall assume the defense of, indemnify, and hold harmless, District, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature, or description which directly or indirectly arises from Lessee's or the public's use of the leased premises or for public use of adjacent District lands occurring as a result of this agreement, excepting claims, liability, loss, damage, or injury which arises from the willful or sole negligent acts, omissions, or activities of an officer, agent, or employee of the District. This agreement to defend, indemnify, and hold harmless shall operate irrespective of whether the cause of the claim, liability, loss, damage, or injury is an act, omission or activity, or a condition of the property.
8. Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:
- | Lessee | District |
|------------------------------|-----------------------------------|
| City of Milpitas | Santa Clara Valley Water District |
| 455 East Calaveras Boulevard | 5750 Almaden Expressway |
| Milpitas, California 95035 | San Jose, California 95118 |
9. This agreement, and all the terms, covenants, and conditions hereof, shall apply to and bind the successors and assigns of the respective parties hereto; **provided**, that Lessee shall neither assign nor sublet this agreement without prior written consent of District.

EXHIBIT B
LPC Trail Agreement (continued)

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

SANTA CLARA VALLEY WATER DISTRICT,
a public corporation

By: 
"Lessee"
Lawrence Moore
City Manager

By: 
Chair/Board of Directors
"District"

ATTEST:

ATTEST: LAUREN L. KELLER


Gail Blalock
City Clerk


Clerk/Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Attorney


General Counsel

EXHIBIT B
LPC Trail Agreement (continued)



- ① Landscaping, Drainage, and Pedestrian Way (east slope of east levee)
- ② Pedestrian and Emergency Vehicle Access (west levee)
- ③ Landscaping, and Drainage Only

**CROSS HATCHED AREA
("THE PREMISES")**

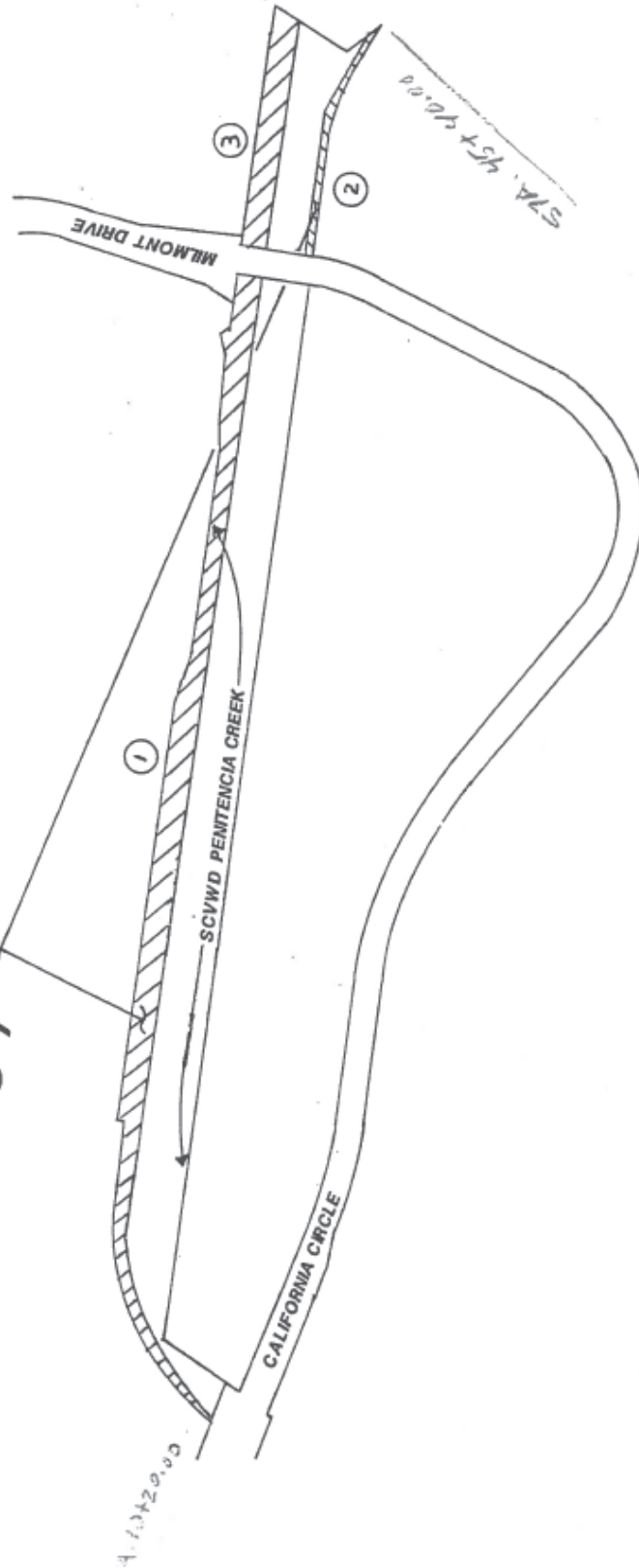


EXHIBIT A

EXHIBIT B **LPC Trail Agreement (continued)**

File: A/C Leases
City of Milpitas
X-File: 4033-49

ADDENDUM TO LEASE AGREEMENT (JOINT USE) SCVWD AGMNT. NO. A2001a **Approved: 7th Jan, 1997**

The following language shall be added to the Lease Agreement (Joint Use) dated July 19, 1996 between the Santa Clara Valley Water District, a public corporation, hereinafter referred to as "District," and the City of Milpitas, hereinafter referred to as "Lessee." The effective date of this addendum shall be the date of execution by the District's Chair/Board of Directors.

10. Lessee will encourage volunteer groups to participate in District's "Adopt-A-Creek" program as to the leased premises.
11. Native plants, selected by a qualified landscape architect and approved by District, shall be used for revegetation purposes by Lessee.
12. District and Lessee shall cooperate to create and install signage such as warnings, entrance signage, interpretive signs, and joint uses when applicable which benefits the programs of each party by identifying the respective interests in the particular facility. The General Manager of the District and the City Engineer of the City of Milpitas or their designees shall meet and confer on a periodic basis to approve appropriate signs which serve the needs of both parties.
13. The following language shall be added to clause 3 of said Lease Agreement (Joint Use): "For purposes of this agreement, the term 'maintenance' shall include immediate graffiti removal and/or abatement on any facility upon the premises for purposes of this Lease."

CITY OF MILPITAS

By: Lawrence Moore
"Lessee"
Lawrence Moore
City Manager

ATTEST: Gail Blalock

Gail Blalock
City Clerk

APPROVED AS TO FORM:

Dave Larsen
Dave Larsen, City Attorney

SANTA CLARA VALLEY WATER DISTRICT,
a public corporation

By: Big Sanchez
Chair/Board of Directors
"District"

ATTEST: Lauren L. Keller

Lauren L. Keller
Clerk/Board of Directors

APPROVED AS TO FORM:

A.C. Brunetti
General Counsel

(Page 1 of 1)

5488agrc.djf

EXHIBIT B LPC Trail Agreement (continued)

- ① Landscaping, Drainage, and Pedestrian Way (east slope of east levee)
- ② Pedestrian and Emergency Vehicle Access (west levee)
- ③ Landscaping, and Drainage Only

CROSS HATCHED AREA ("THE PREMISES")

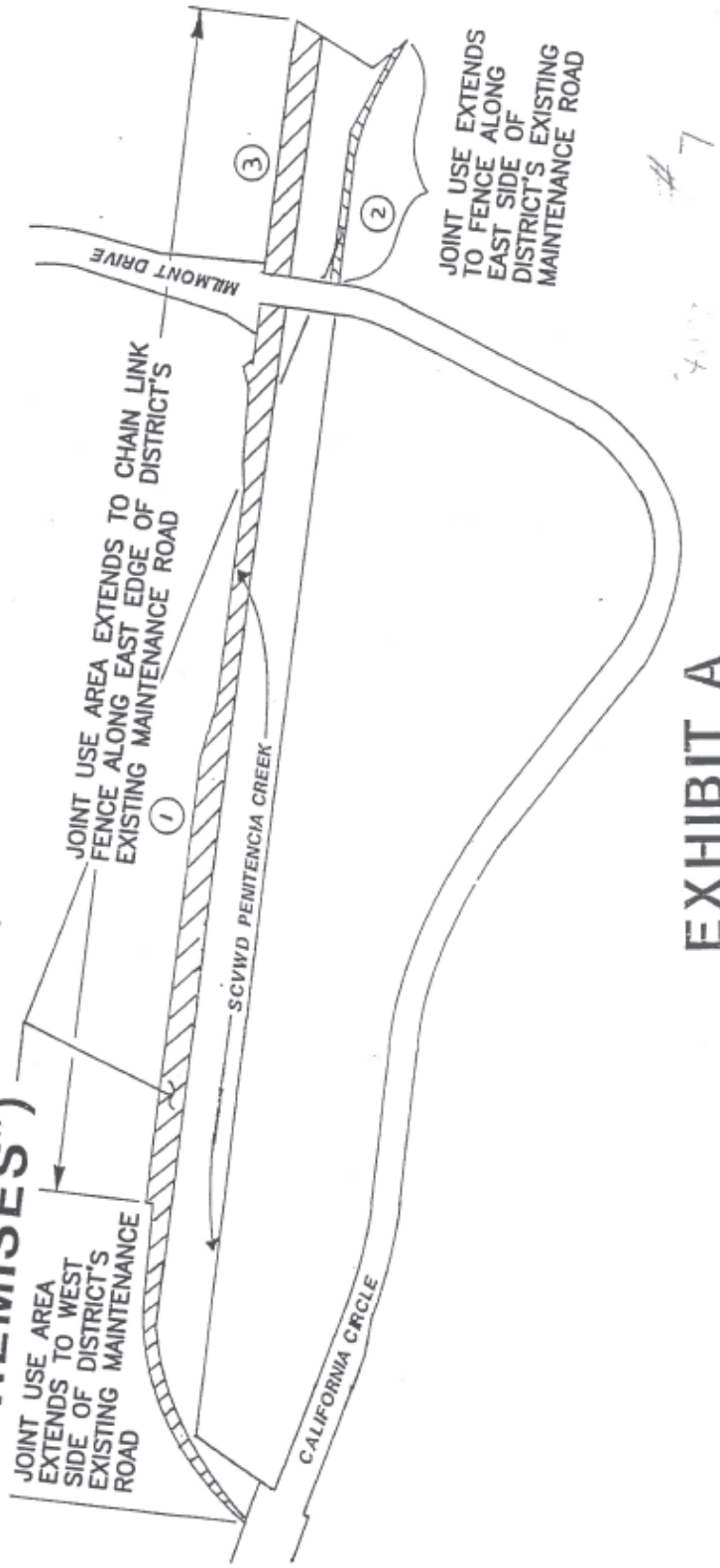


EXHIBIT A

EXHIBIT B
LPC Trail Agreement (continued)



LOWER CALERA CREEK FLOOD PROTECTION PROJECT
PLAN AND PROFILE
 AC1-LINE STA 10+00 TO STA 20+00

PROJECT NAME AND SHEET DESCRIPTION: LOWER CALERA CREEK FLOOD PROTECTION PROJECT
ENGINEERING CERTIFICATION: SANTA CLARA VALLEY WATER DISTRICT
DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE
DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE

REFERENCE INFORMATION AND NOTES:
 1. LEFT AND RIGHT BANKS ARE VIEWED LOOKING UPSTREAM.

DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE

PROJECT NUMBER: 12-402-20

DRAFT FINAL

PROJECT NAME AND SHEET DESCRIPTION: LOWER CALERA CREEK FLOOD PROTECTION PROJECT
ENGINEERING CERTIFICATION: SANTA CLARA VALLEY WATER DISTRICT
DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE

REFERENCE INFORMATION AND NOTES:
 1. LEFT AND RIGHT BANKS ARE VIEWED LOOKING UPSTREAM.

DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE

PROJECT NUMBER: 12-402-20

DRAFT FINAL

PROJECT NAME AND SHEET DESCRIPTION: LOWER CALERA CREEK FLOOD PROTECTION PROJECT
ENGINEERING CERTIFICATION: SANTA CLARA VALLEY WATER DISTRICT
DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE

REFERENCE INFORMATION AND NOTES:
 1. LEFT AND RIGHT BANKS ARE VIEWED LOOKING UPSTREAM.

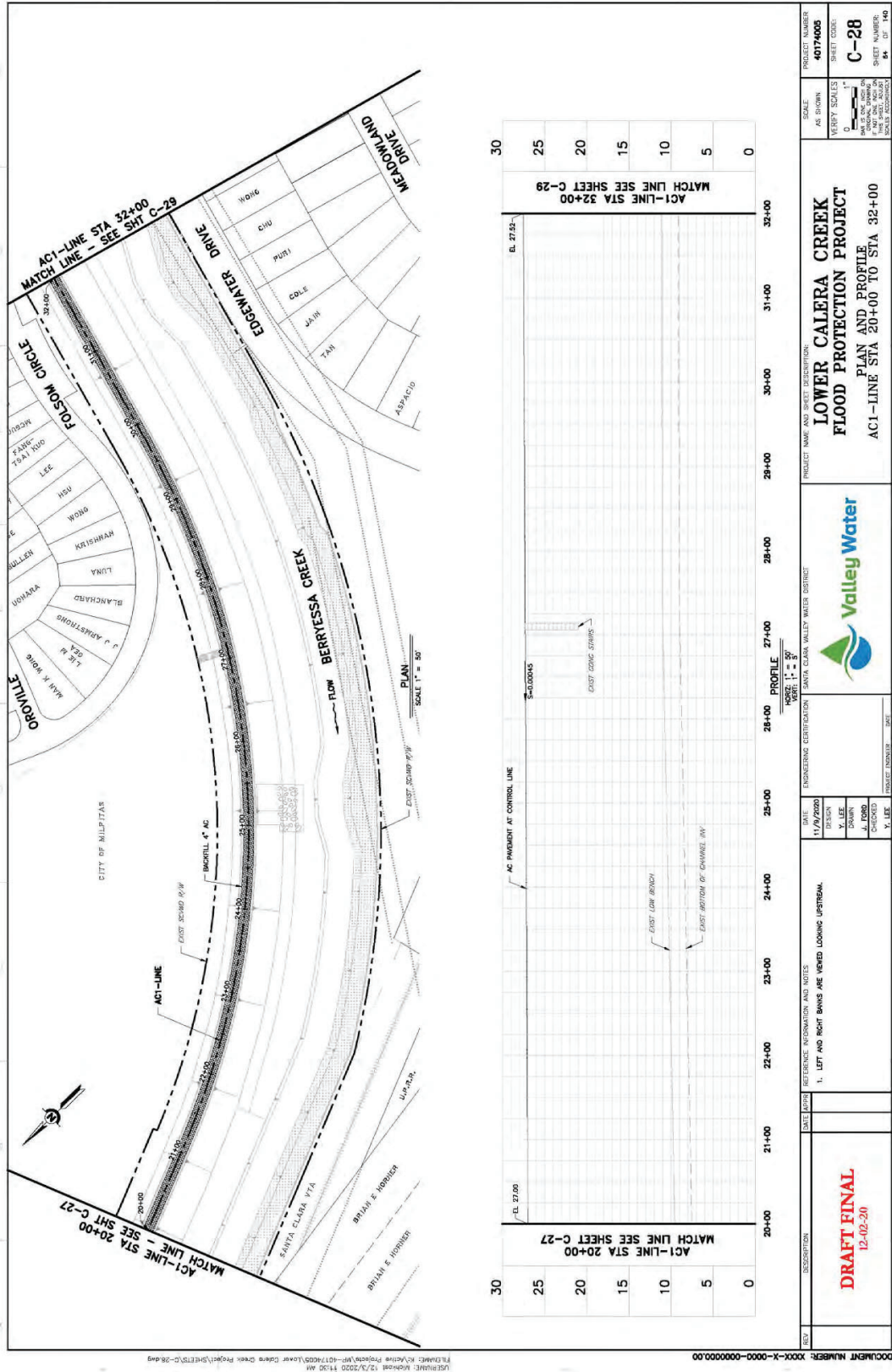
DATE: 11/18/2020
DESIGNER: Y. LEE
CHECKER: Y. LEE

PROJECT NUMBER: 12-402-20

DRAFT FINAL

Page 37 of 76

EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)



PLAN
SCALE 1" = 50'

PROFILE
SCALE 1" = 50'

LOWER CALERA CREEK FLOOD PROTECTION PROJECT
PLAN AND PROFILE
AC1-LINE STA 32+00 TO STA 39+52

PROJECT NAME AND SHEET DESCRIPTION: LOWER CALERA CREEK FLOOD PROTECTION PROJECT
PROJECT NUMBER: 40174005
SHEET CODE: C-29
SHEET NUMBER: 1

ENGINEERING CERTIFICATION: SANTA CLARA VALLEY WATER DISTRICT
DATE: 12/10/20
DESIGNED BY: Y. LEE
CHECKED BY: J. LEE
DATE: 12/10/20
DESIGNED BY: Y. LEE
CHECKED BY: J. LEE

REFERENCE INFORMATION AND NOTES:
1. LEFT AND RIGHT BANS ARE VIEWED LOOKING UPSTREAM.

DRAFT FINAL
12-10-20

[illegible]

PLAN
SCALE 1" = 50'

PROFILE
SCALE 1" = 5'

PROJECT NAME AND SHEET DESCRIPTION:
LOWER CALERA CREEK
FLOOD PROTECTION PROJECT
PLAN AND PROFILE
AC3-LINE STA 10+00 TO STA 16+43

PROJECT NUMBER: 40174005
SHEET CODE: C-31
SHEET NUMBER: 31

DATE: 12-02-20
DESIGNED BY: J. LEE
DRAWN BY: J. LEE
CHECKED BY: J. LEE

REFERENCE INFORMATION AND NOTES:
1. LEFT AND RIGHT BANS ARE VIEWED LOOKING UPSTREAM.

EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

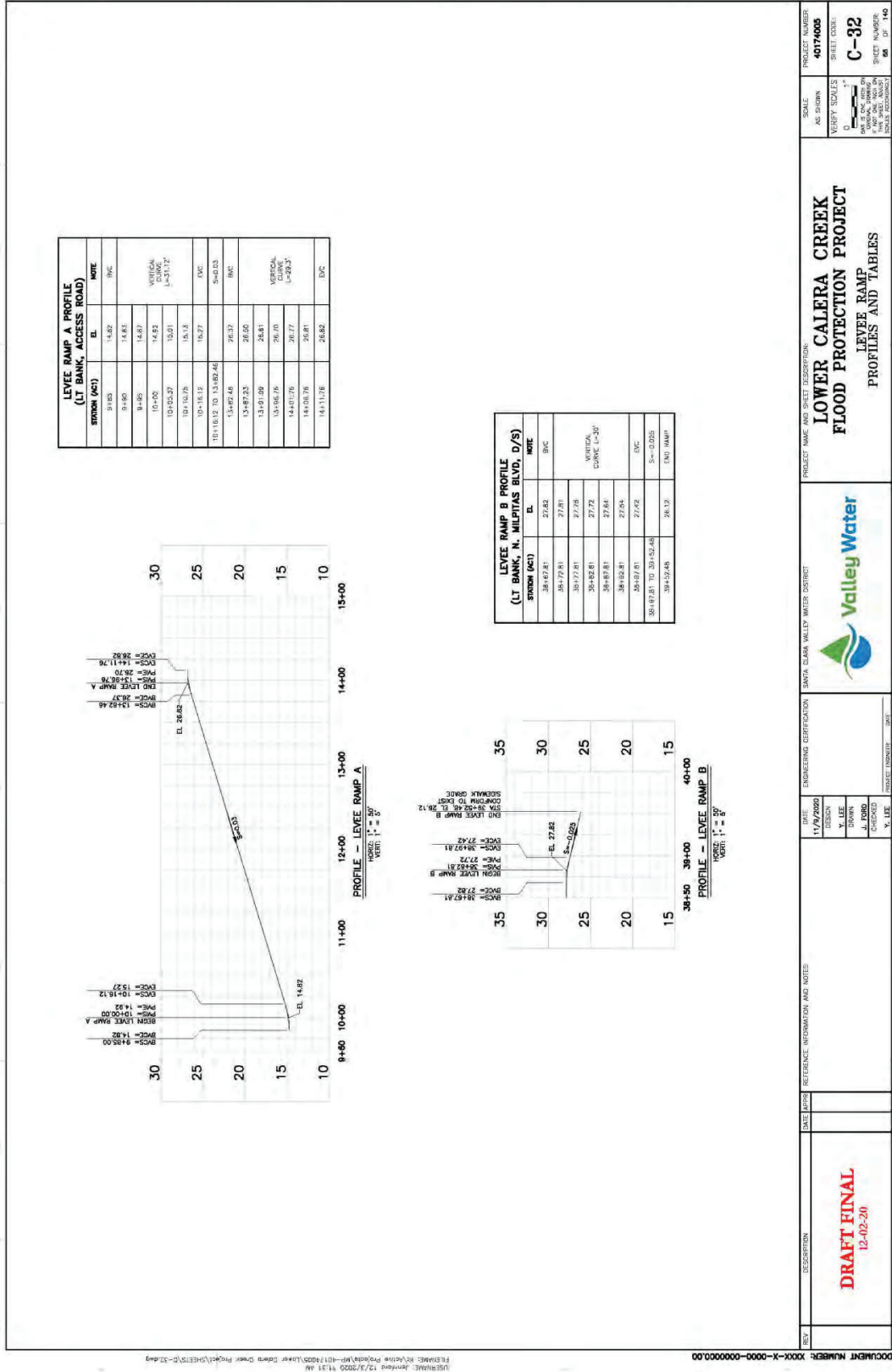
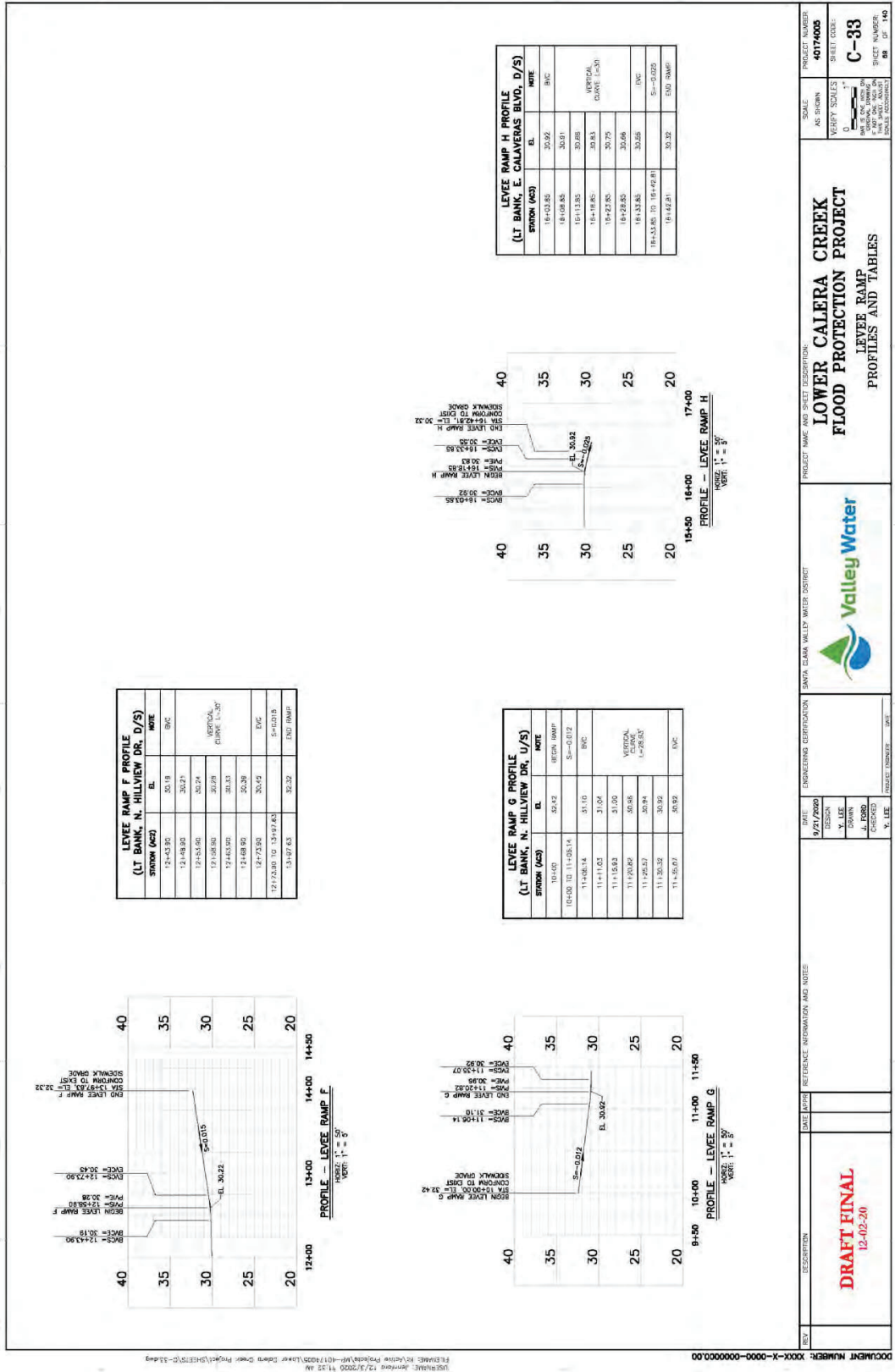


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)



LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

EXHIBIT C

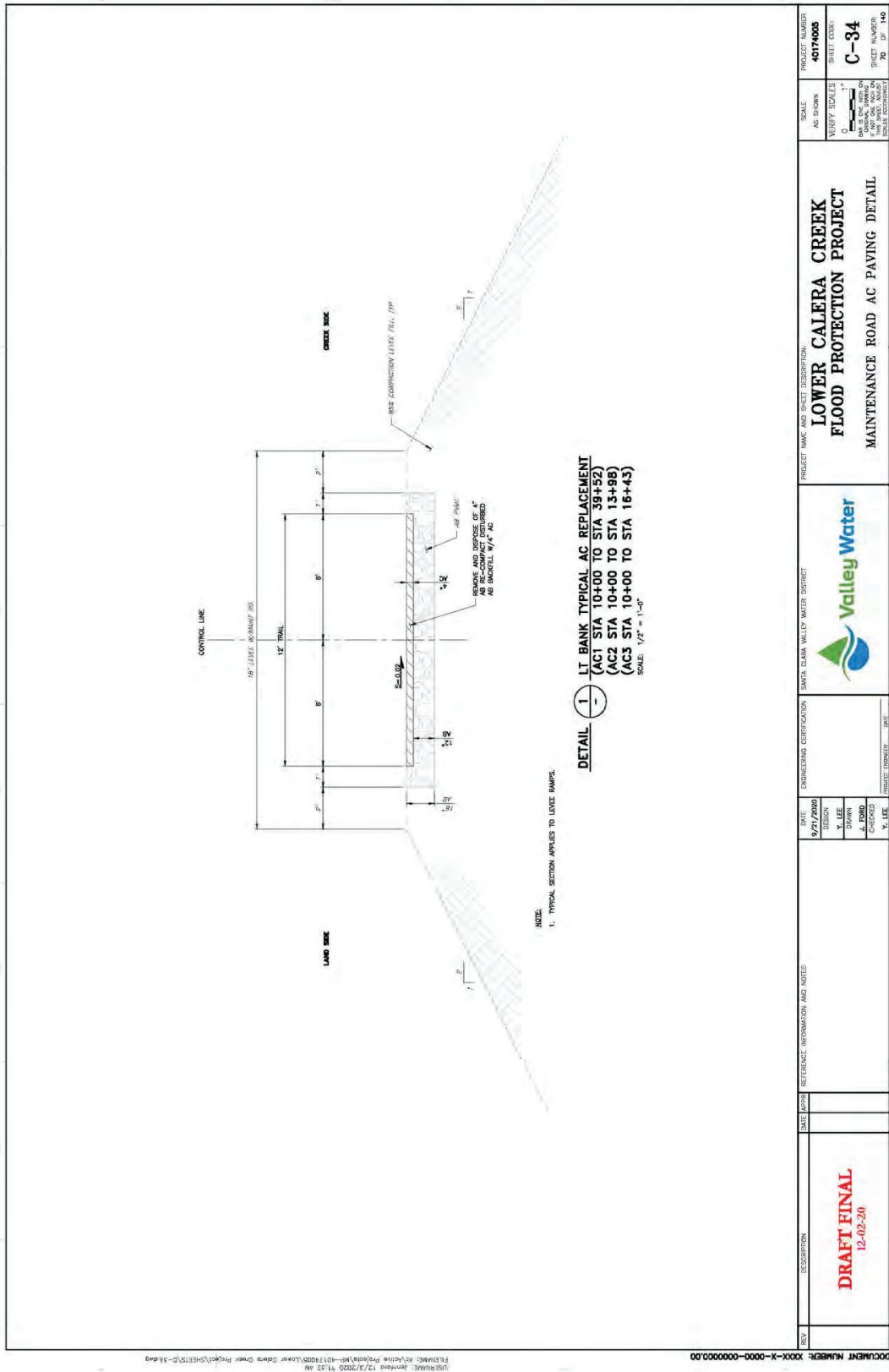
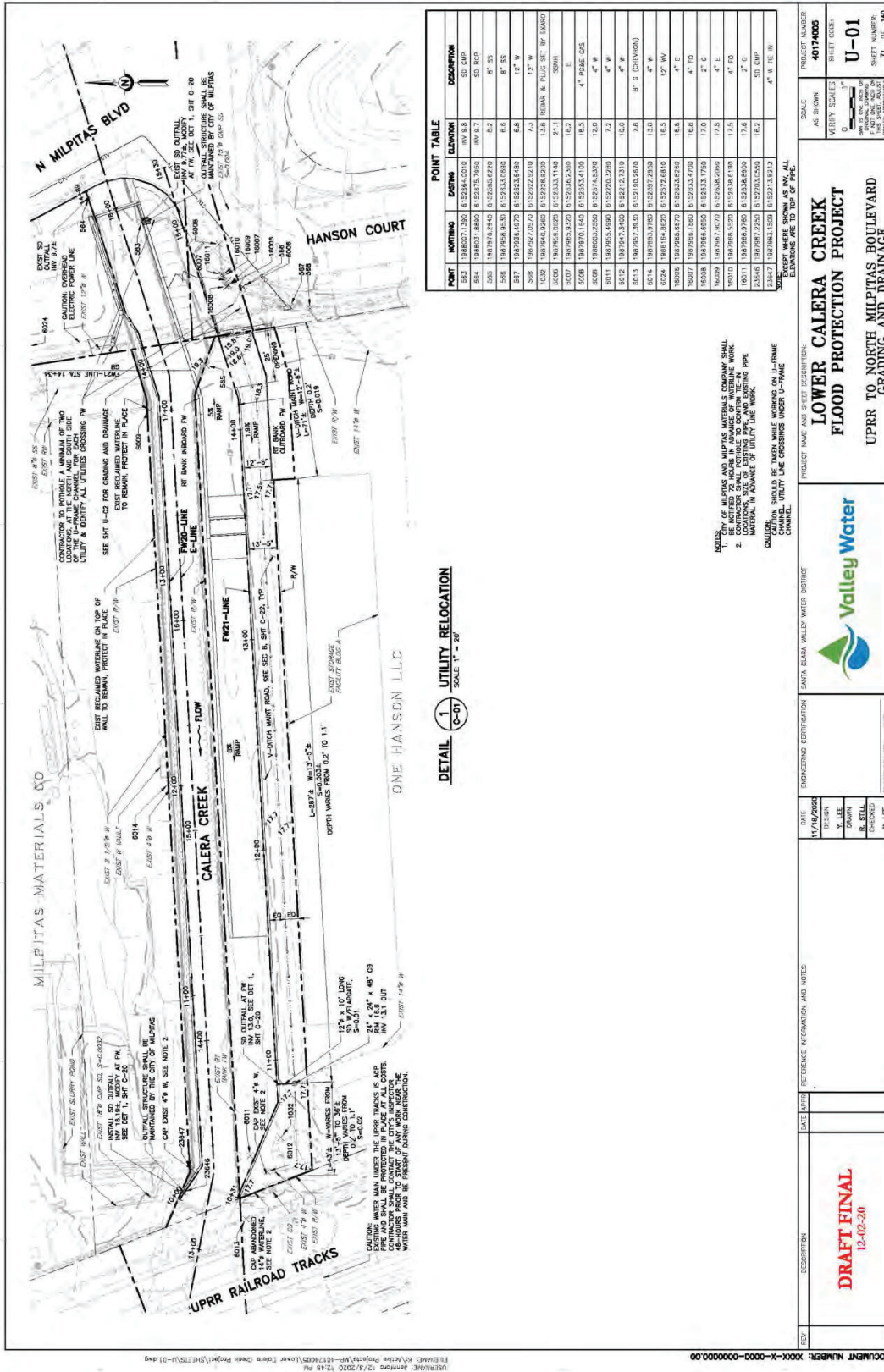


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)



REV	DESCRIPTION	DATE	DATE	REFERENCE INFORMATION AND NOTES	DATE	ENGINEERING CERTIFICATION	SANTA CLARA VALLEY WATER DISTRICT	PROJECT NAME AND SHEET DESCRIPTION:	PROJECT NUMBER SHEET CODE VERTICAL SCALES AS SHOWN SHEET NUMBER
	DRAFT FINAL 12-02-20			1. CONTRACTOR SHALL COORDINATE WITH CITY OF MILPITAS TO MAKE FIELD SURVEY OF EXISTING CONDITIONS AND THE LOCATION OF MANHOLE.	11/12/2024	DESIGN Y. LEE DRAWN P. KEY CHECKED P. KEY		LOWER CALERA CREEK FLOOD PROTECTION PROJECT NORTH MILPITAS BOULEVARD GRADING AND DRAINAGE	4017-0001 U-02 0' = 1" 0 10 20 30 40 50 FOOT VERTICAL SCALE 1" = 10'

EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

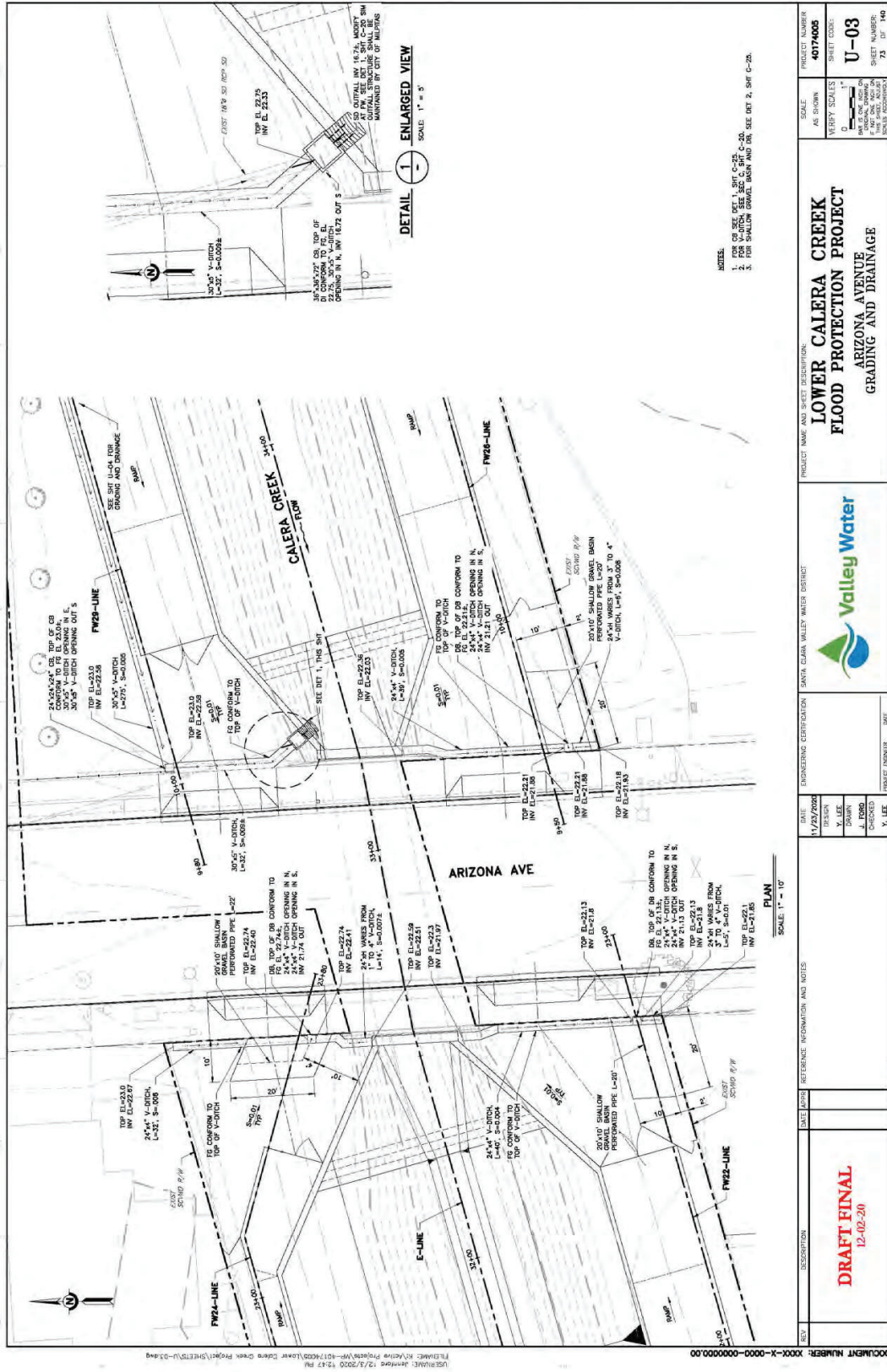


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

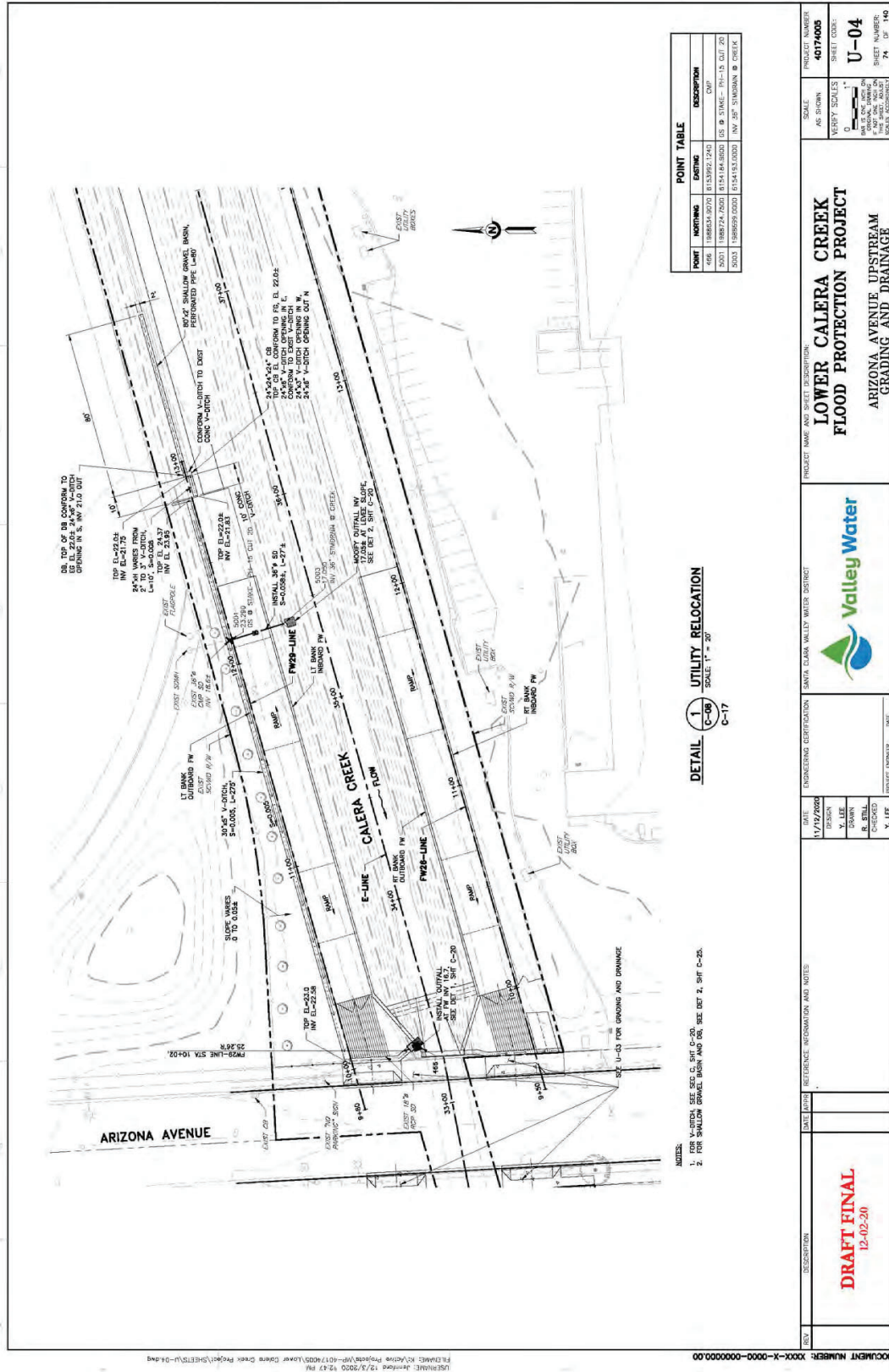


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

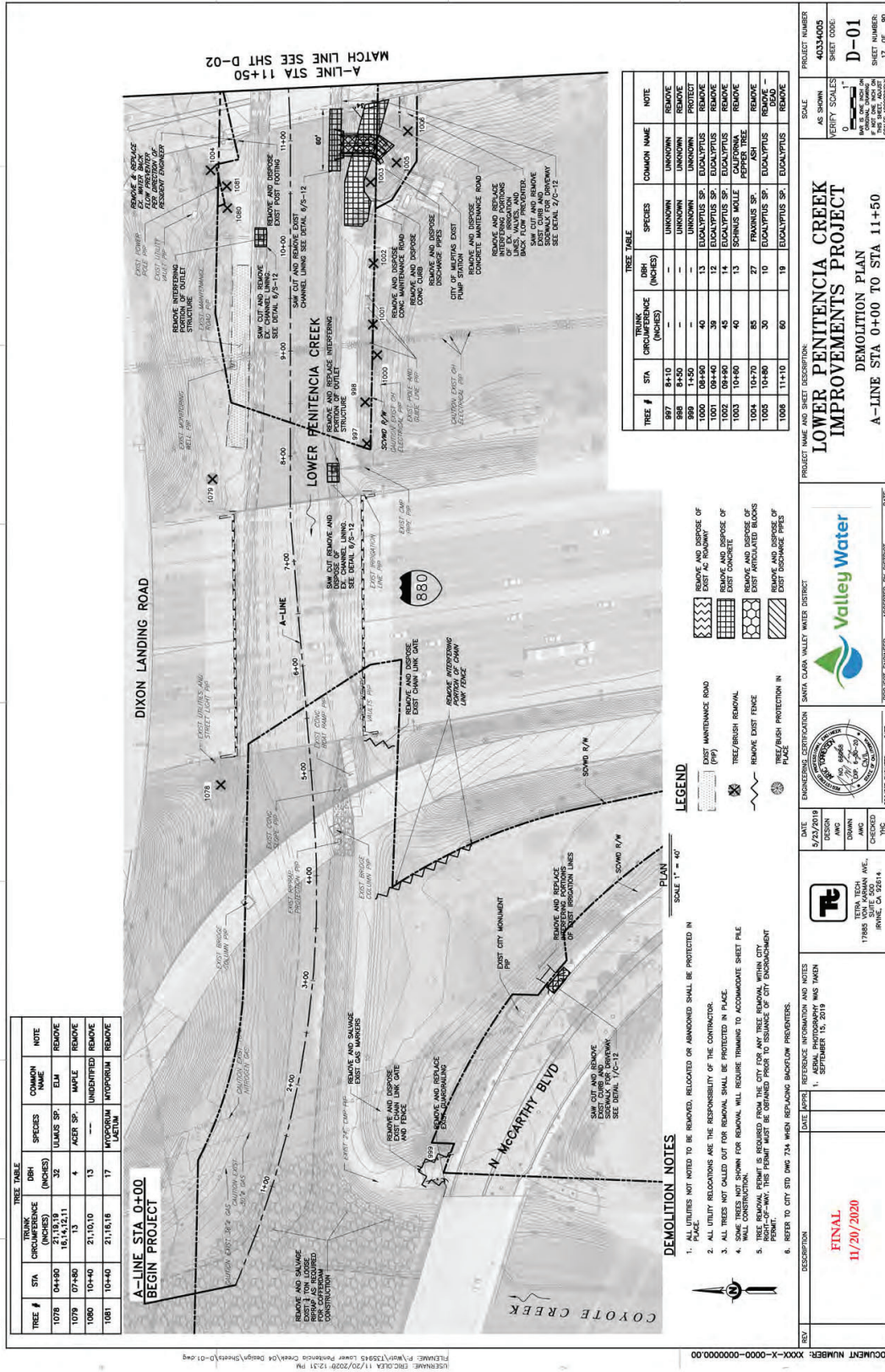


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

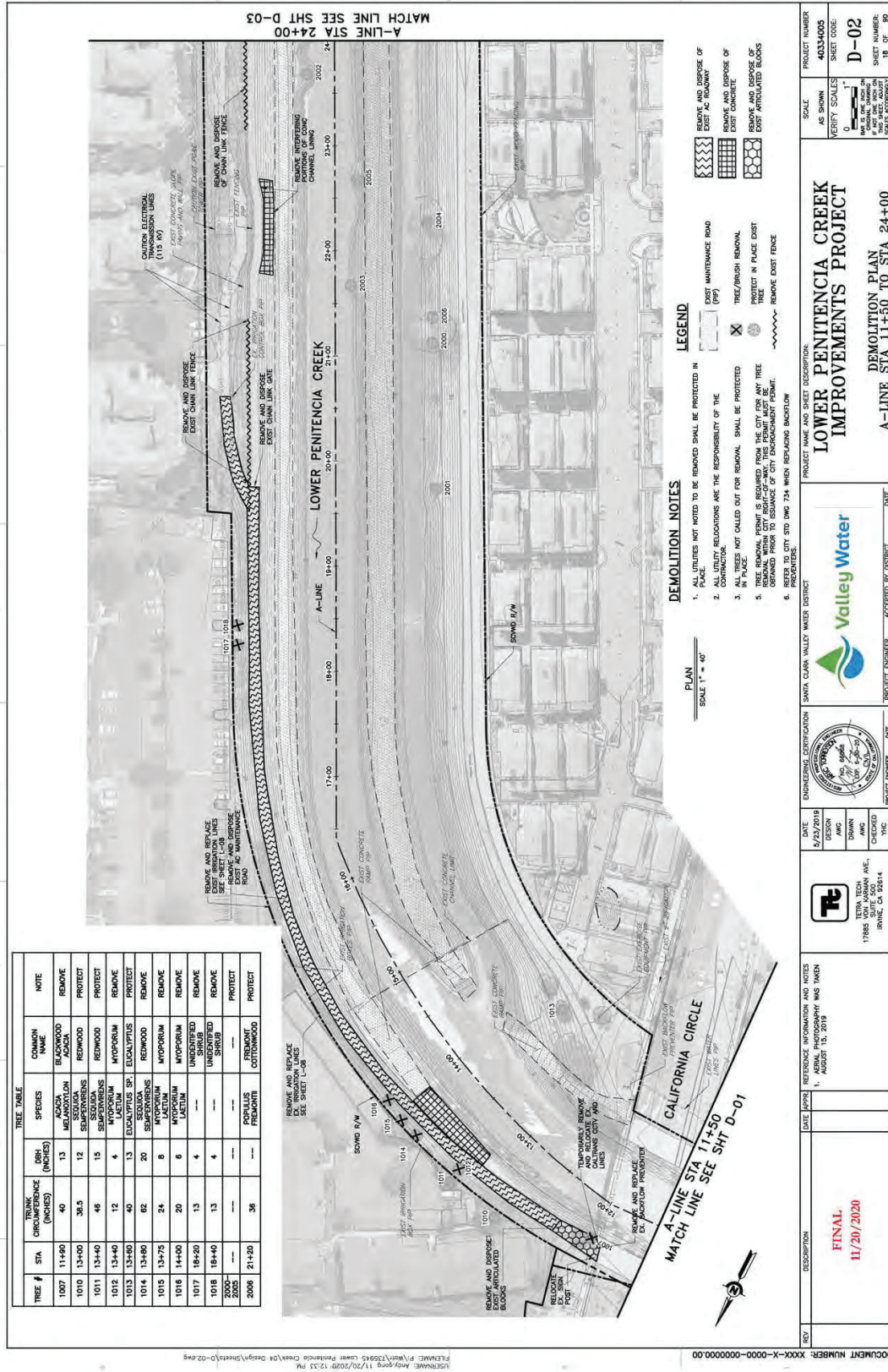


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

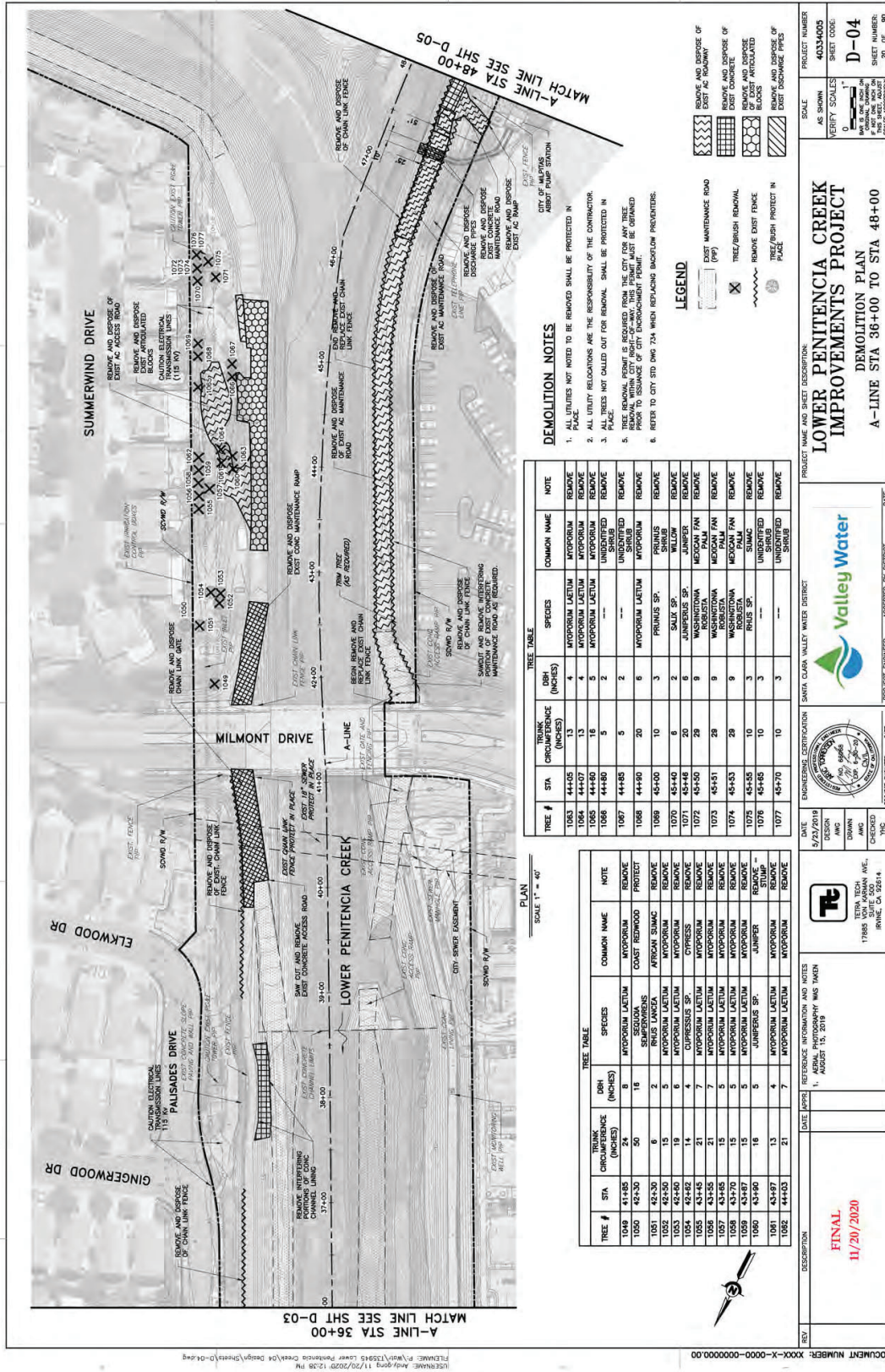


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

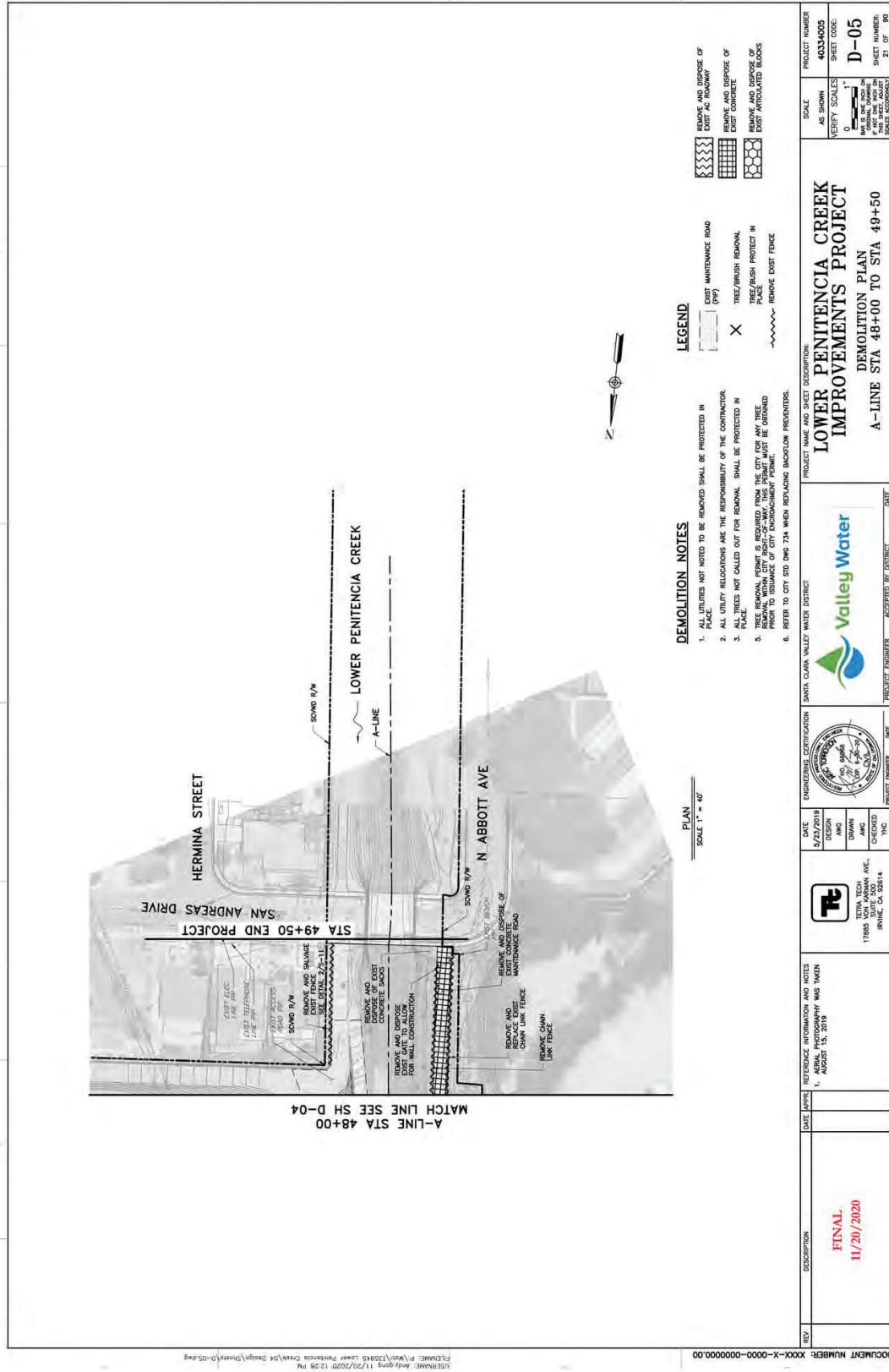


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

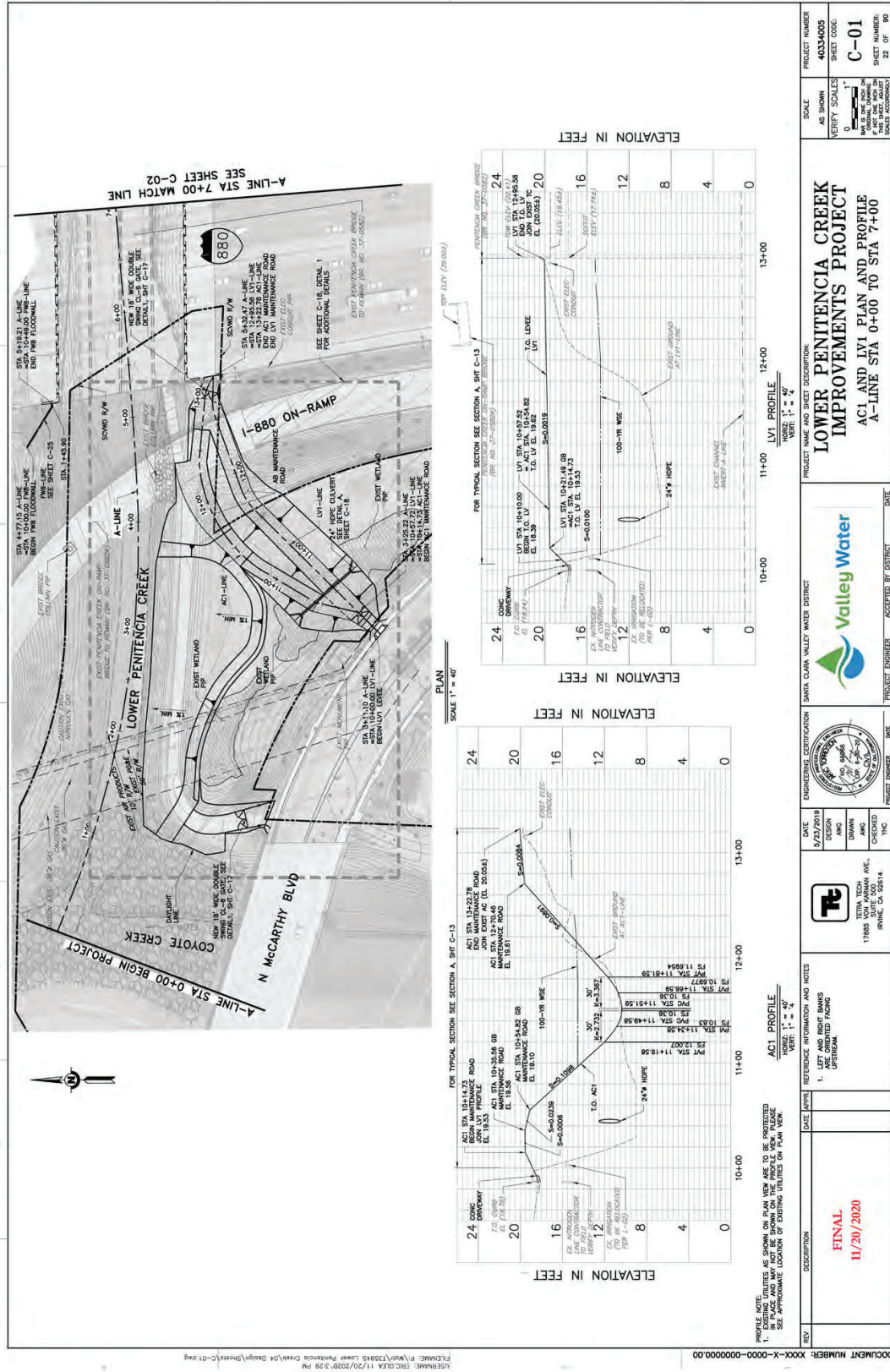
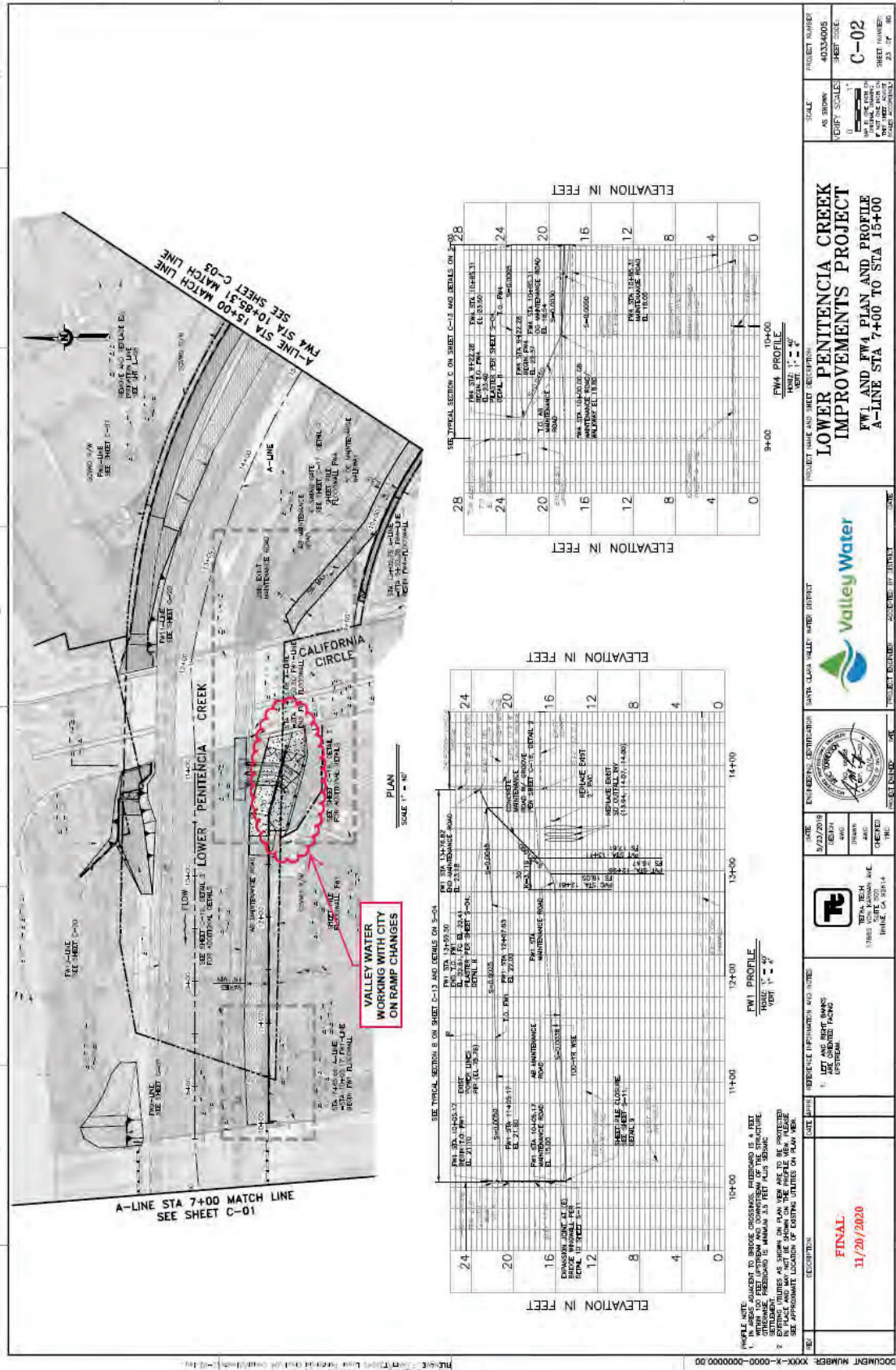


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)



LOWER PENTENCIA CREEK IMPROVEMENTS PROJECT
FW4 PLAN AND PROFILE
A-LINE STA 15+00 TO STA 25+00

PLAN
 SCALE 1" = 40'
 SEE TYPICAL SECTIONS C AND D ON SHEET C-13 AND DETAILS ON S-05

PROFILE
 SCALE 1" = 40'
 SEE TYPICAL SECTIONS C AND D ON SHEET C-13 AND DETAILS ON S-05

REFERENCE INFORMATION AND NOTES

1. LINE ARE BEING ASSESSED AND ARE BEING PROTECTED BY A 10' BUFFER ON BOTH SIDES.
2. LEFT AND RIGHT HANDS ARE ORIENTED FACING DOWNSTREAM.

DATE: 11/20/2020

FINAL

PROJECT NUMBER: 40334005
SHEET CODE: C-03
PROJECT NAME AND SHEET DESCRIPTION: LOWER PENTENCIA CREEK IMPROVEMENTS PROJECT
DATE: 11/20/2020

EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

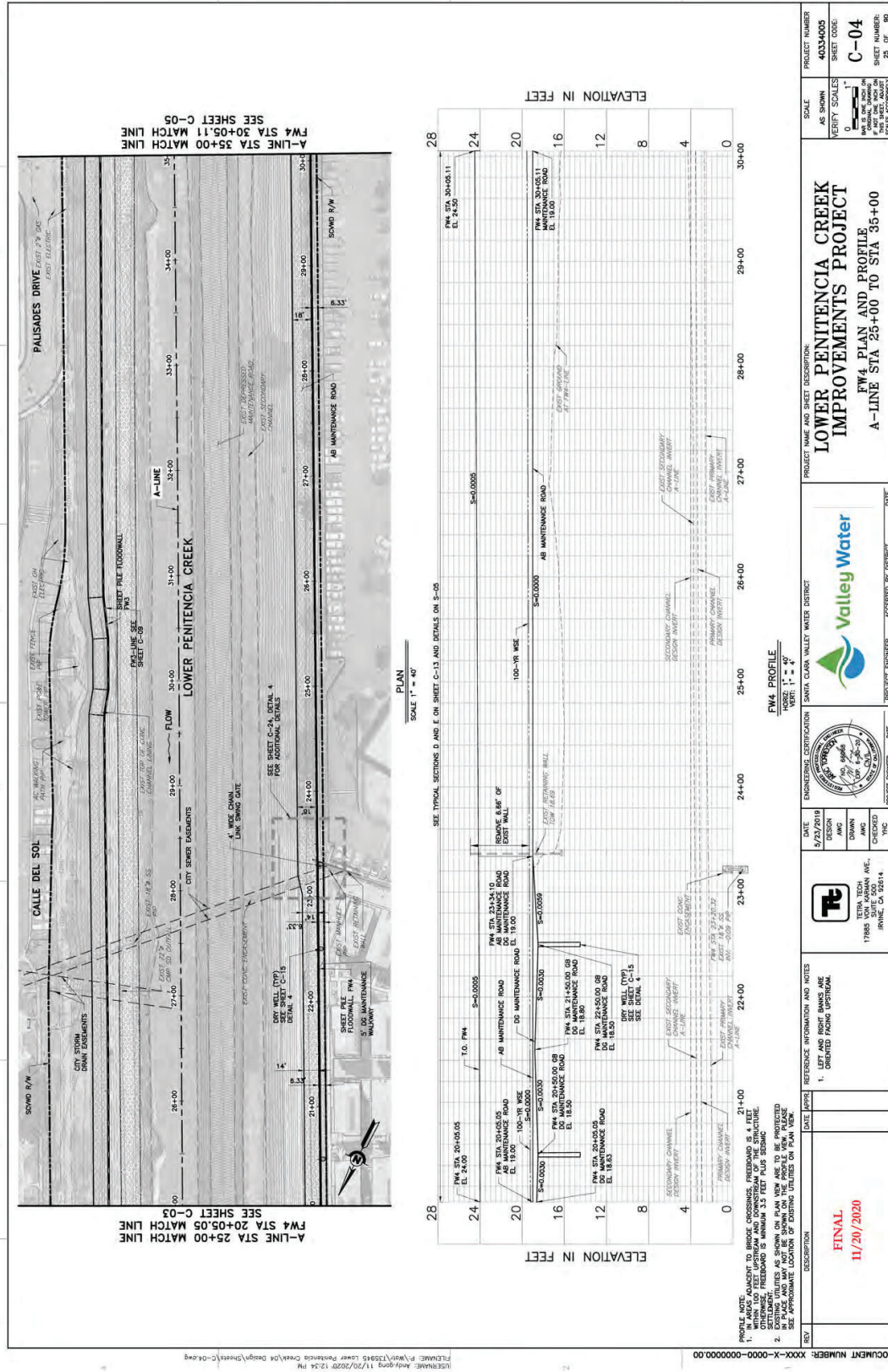


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

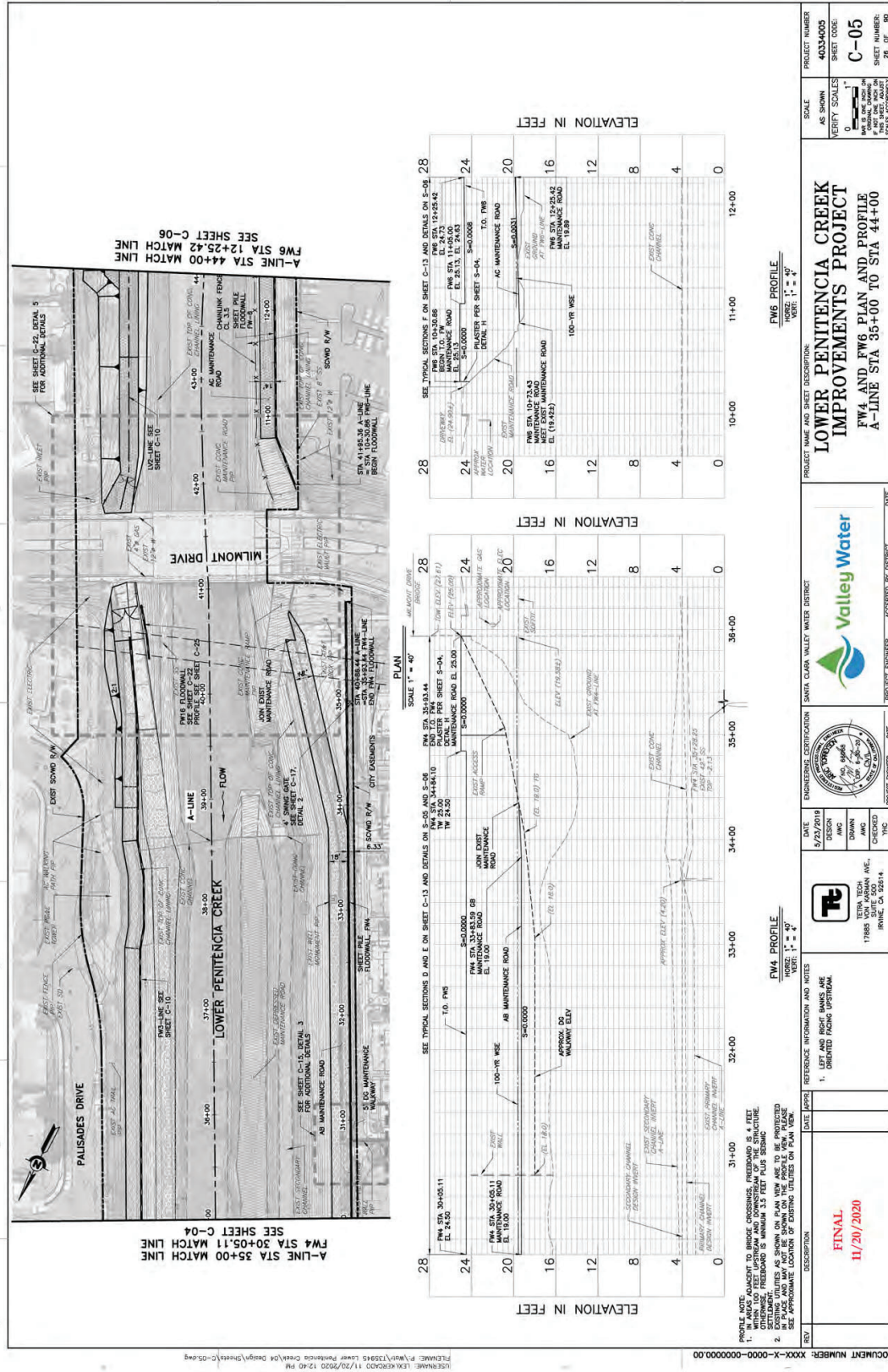
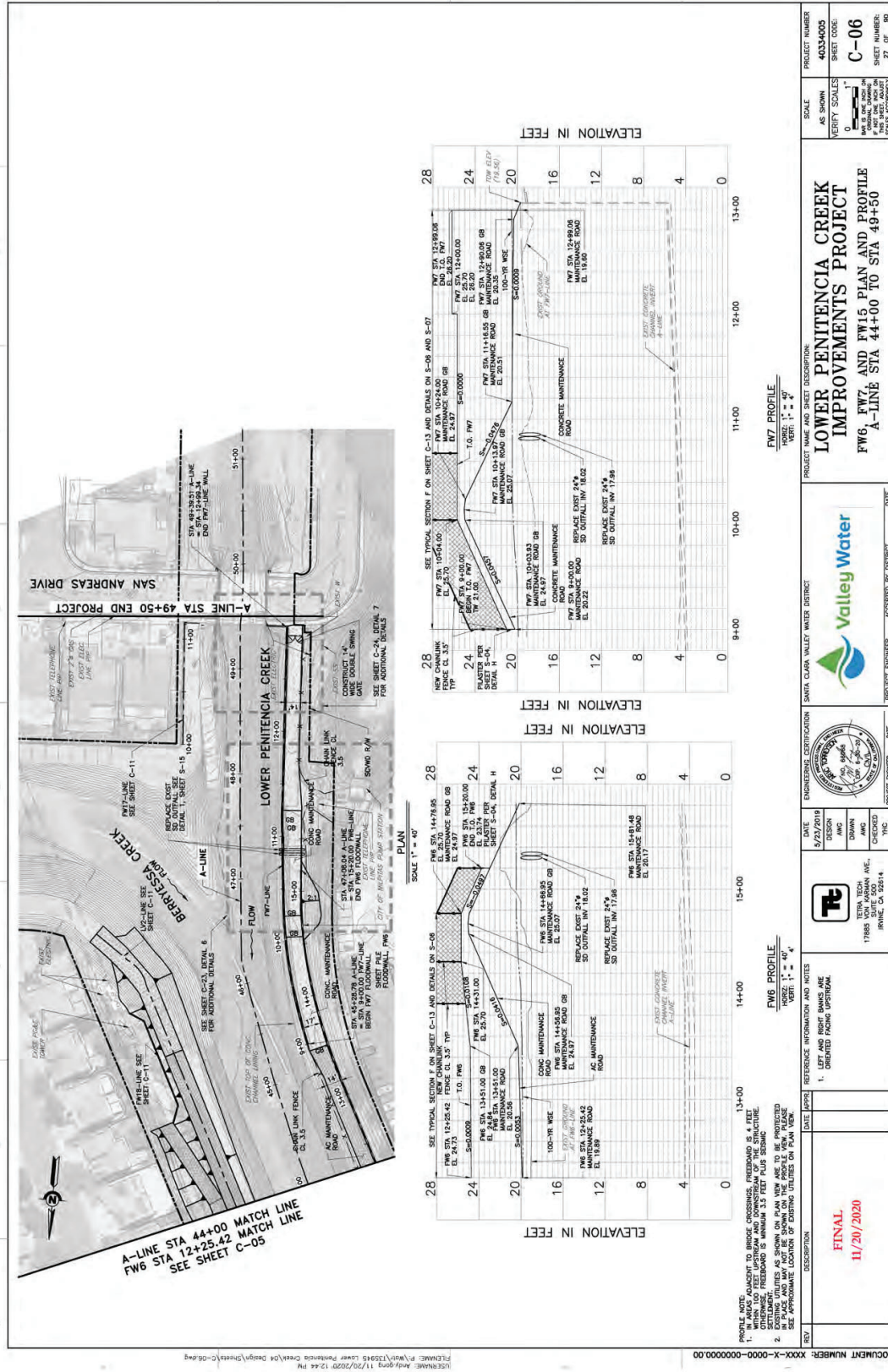


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)



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EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

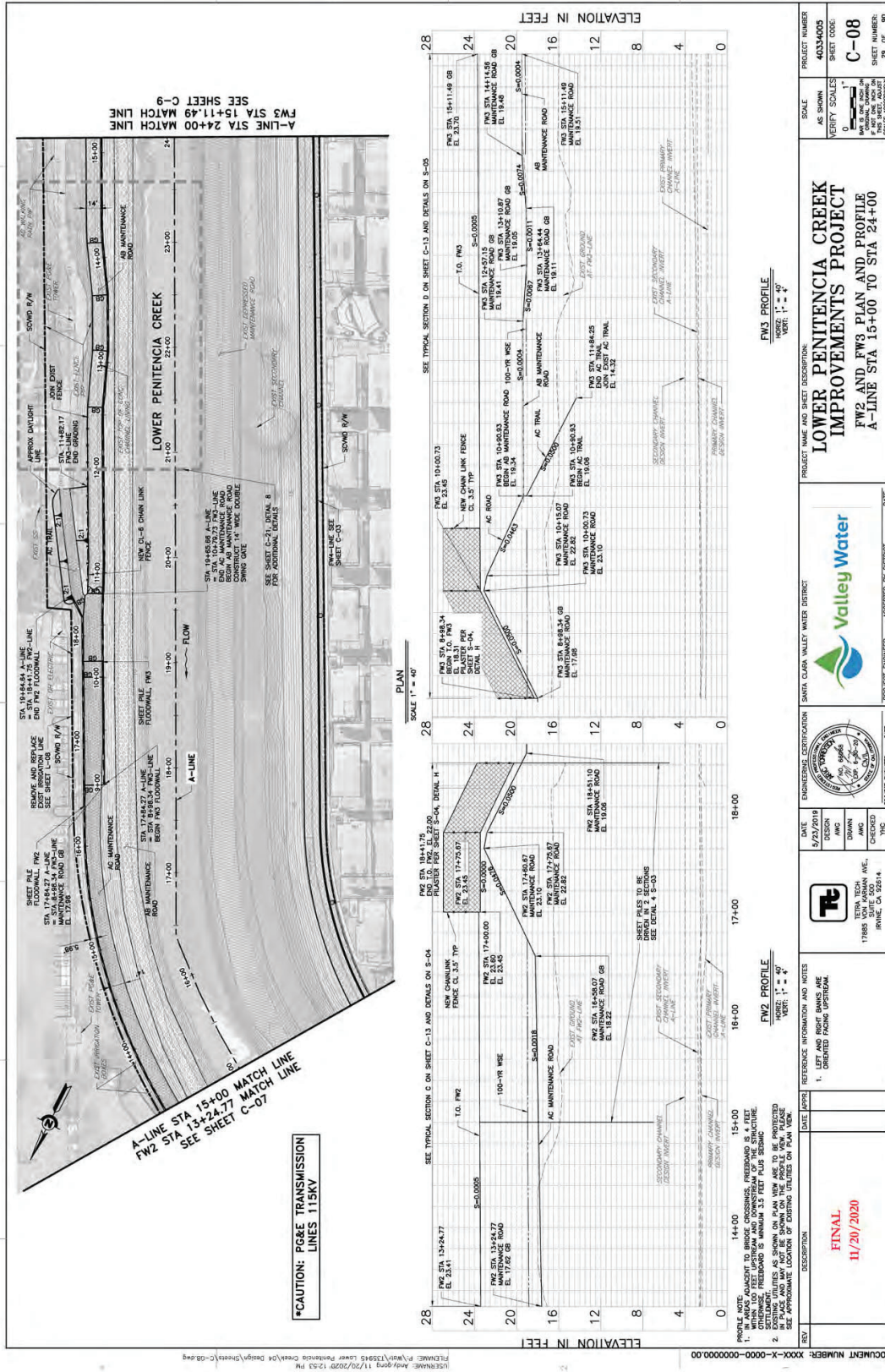


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

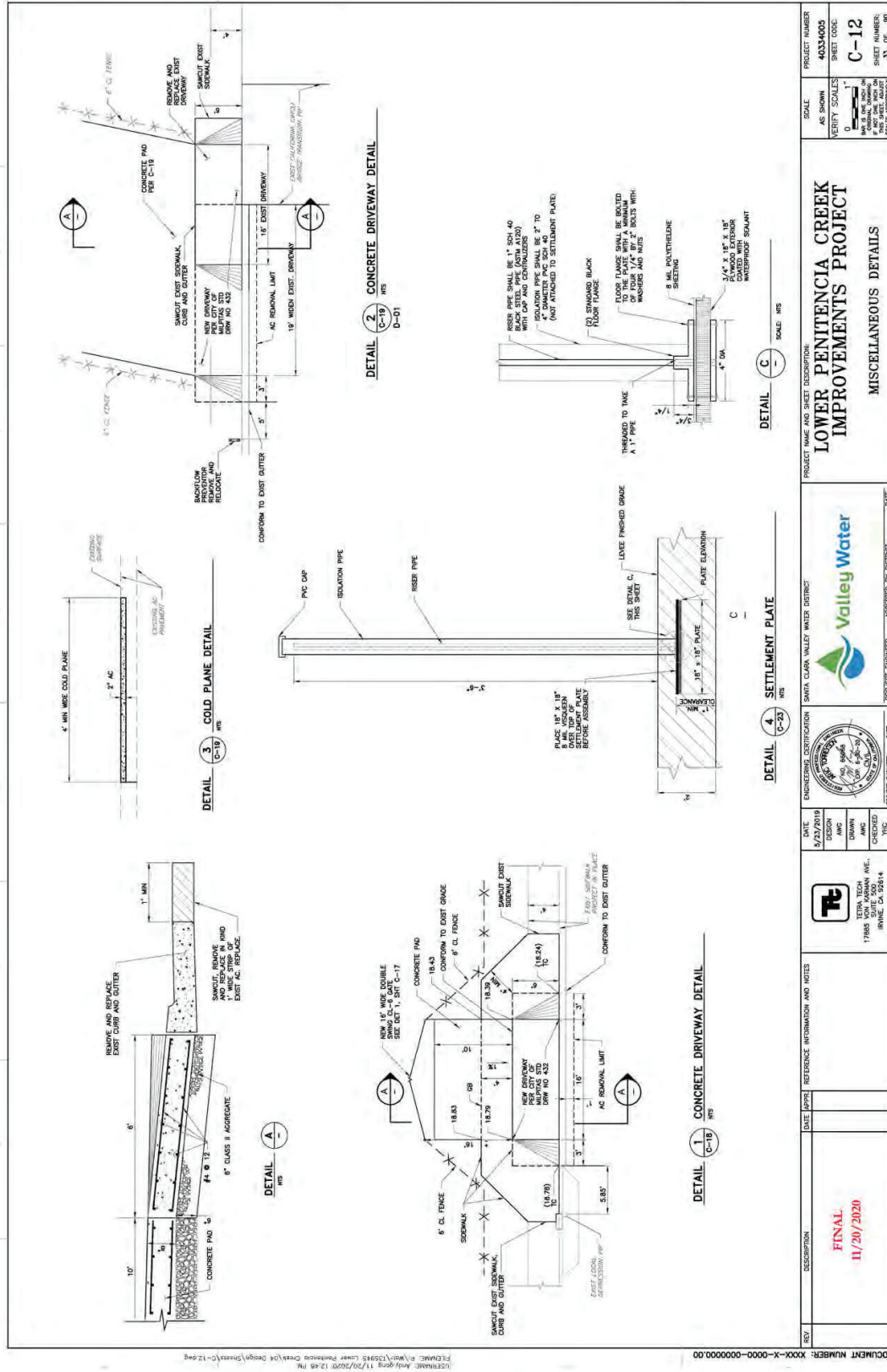


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

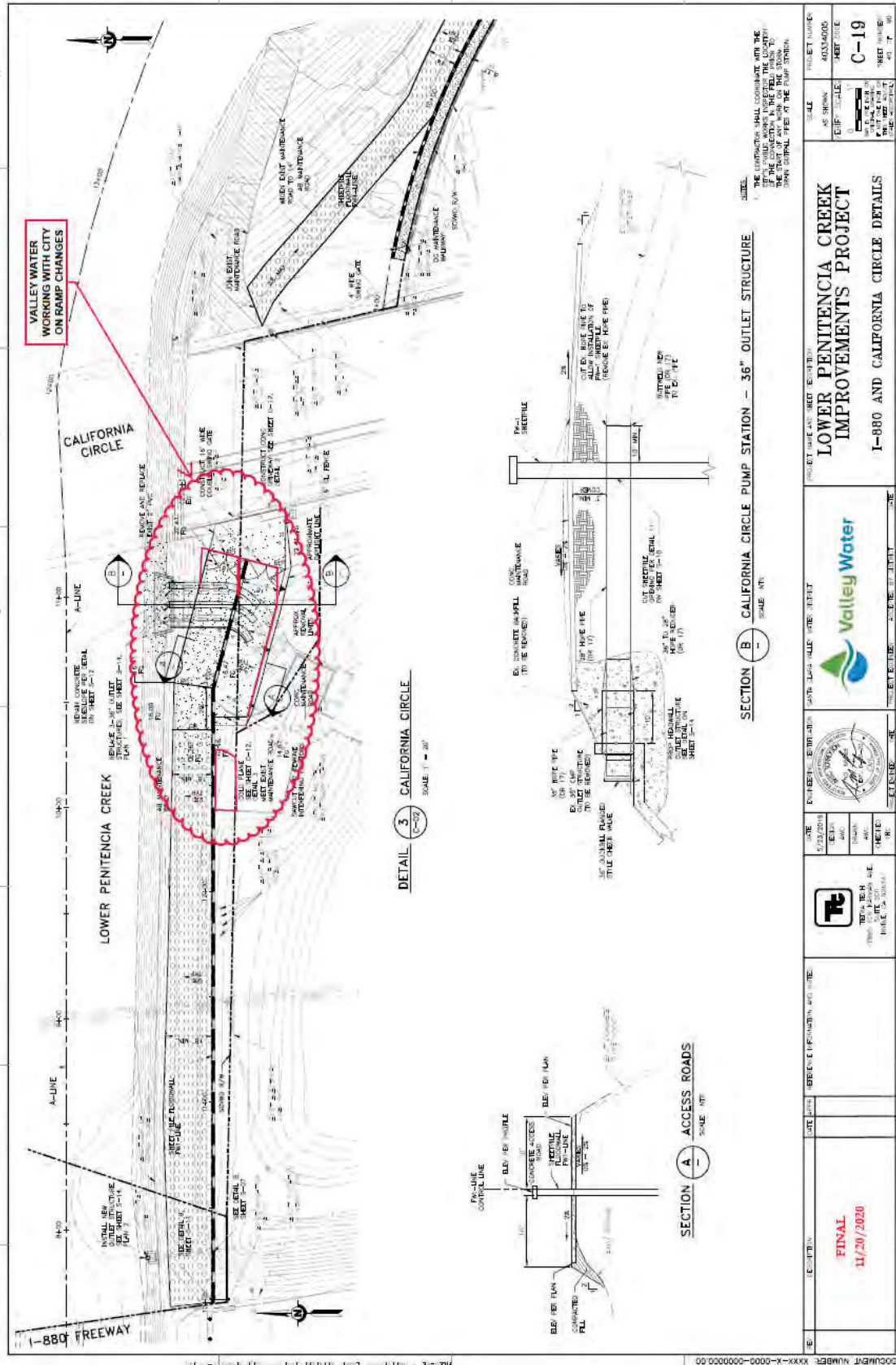


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

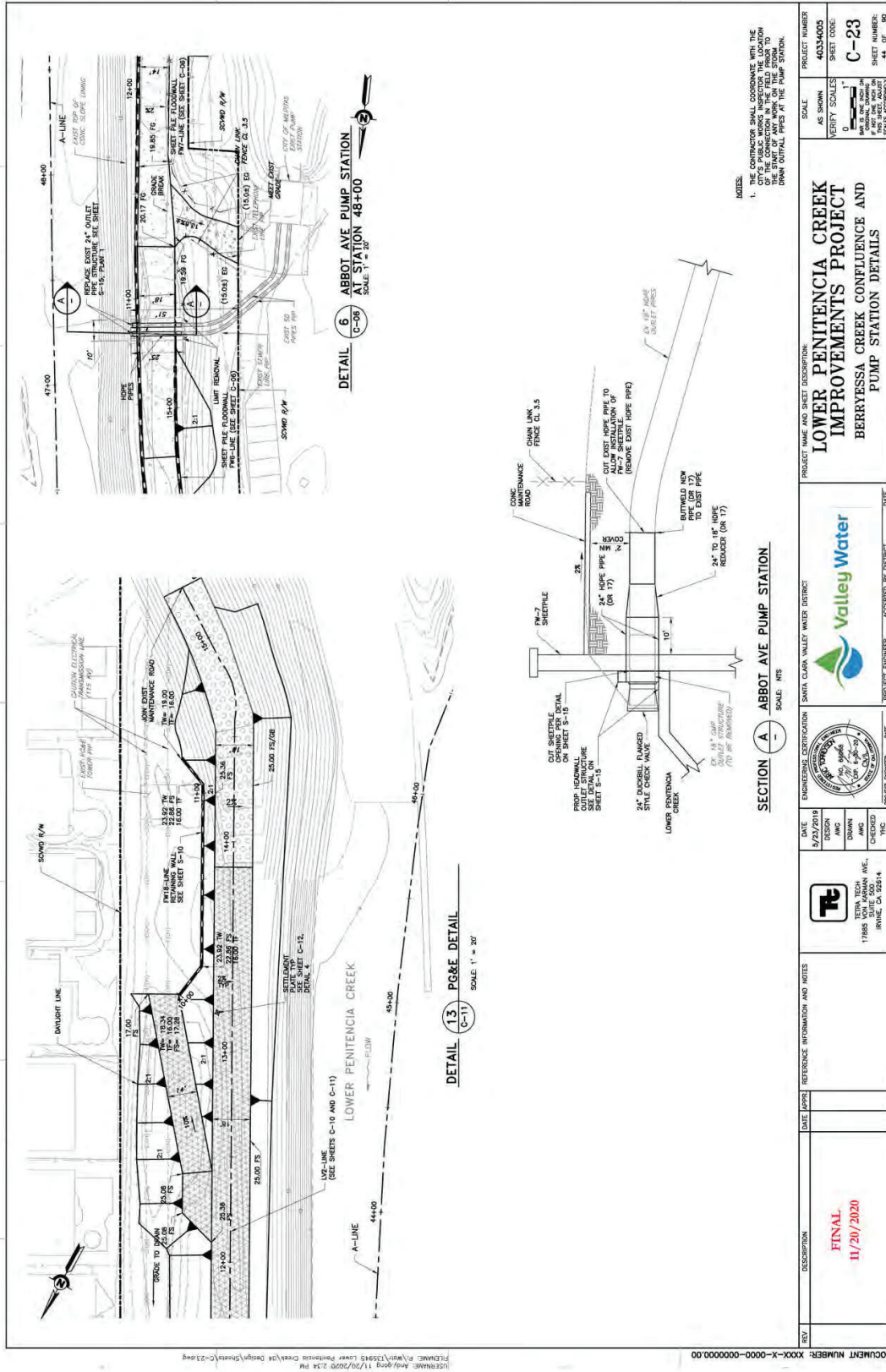


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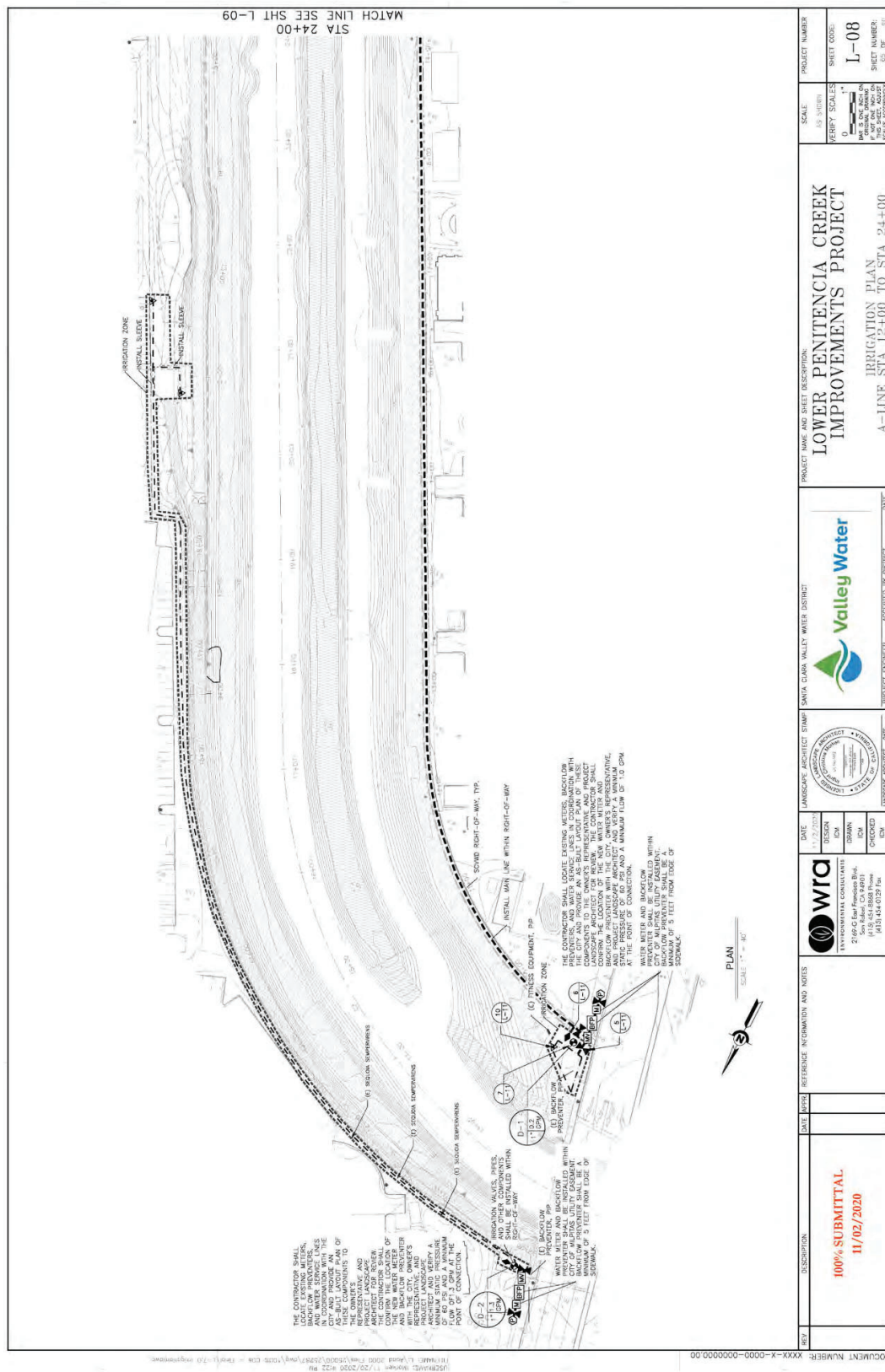


EXHIBIT C
LCC and LPC City Approved Drawings for Improvement Removal and Replacement (continued)

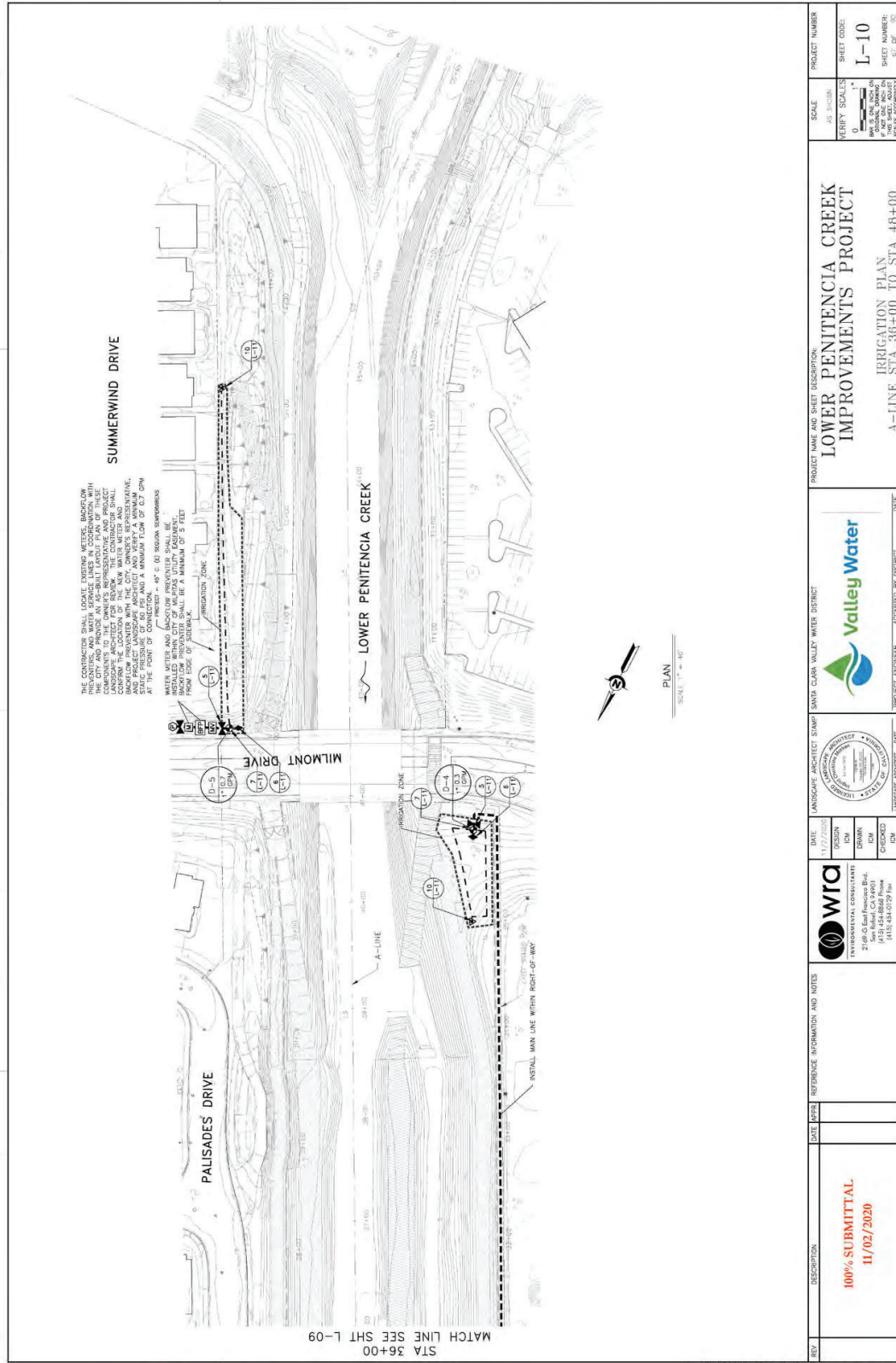


EXHIBIT D
LCC and LPC Extent of Black Vinyl Fences

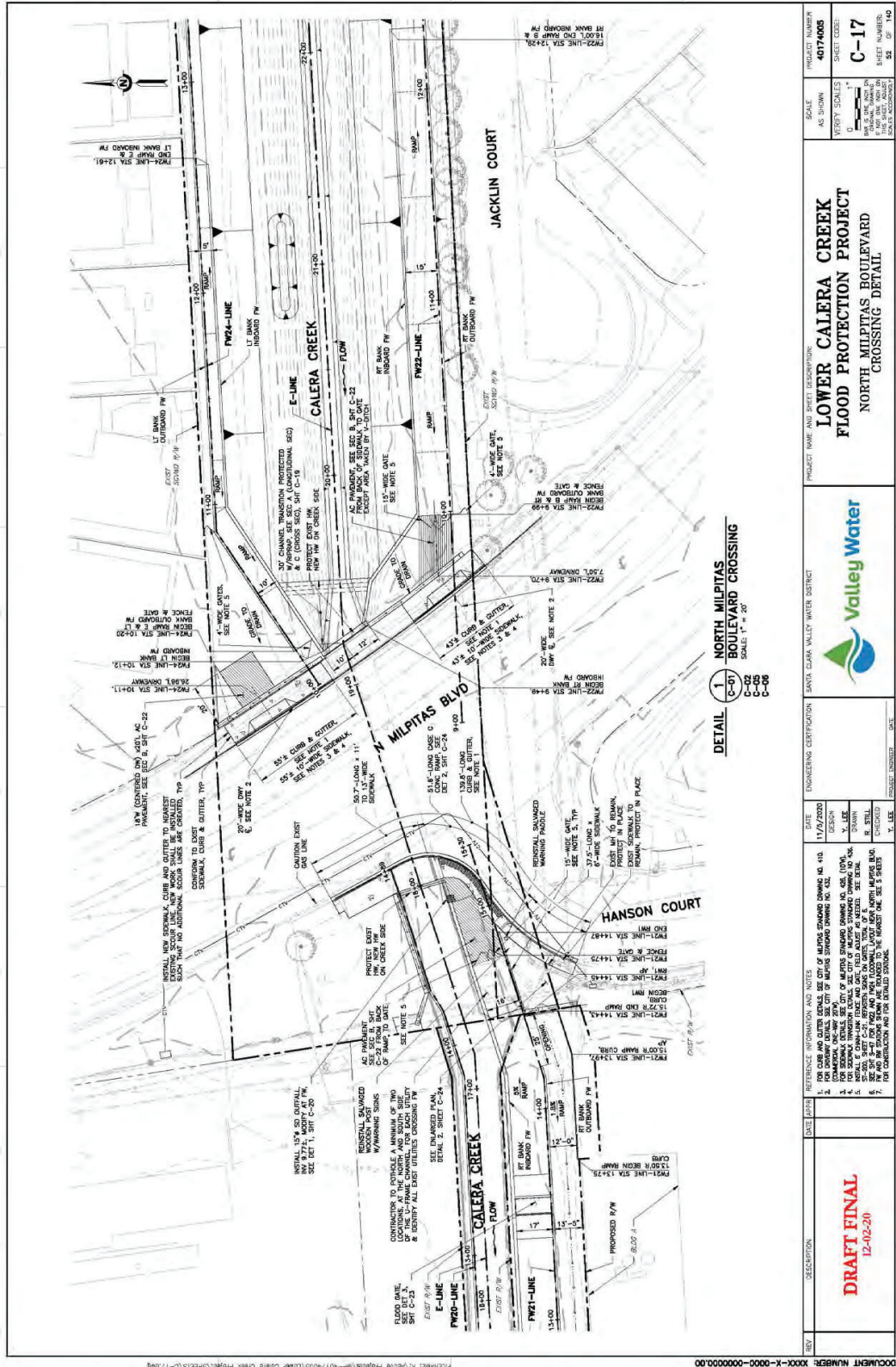


EXHIBIT D
LCC and LPC Extent of Black Vinyl Fences (continued)

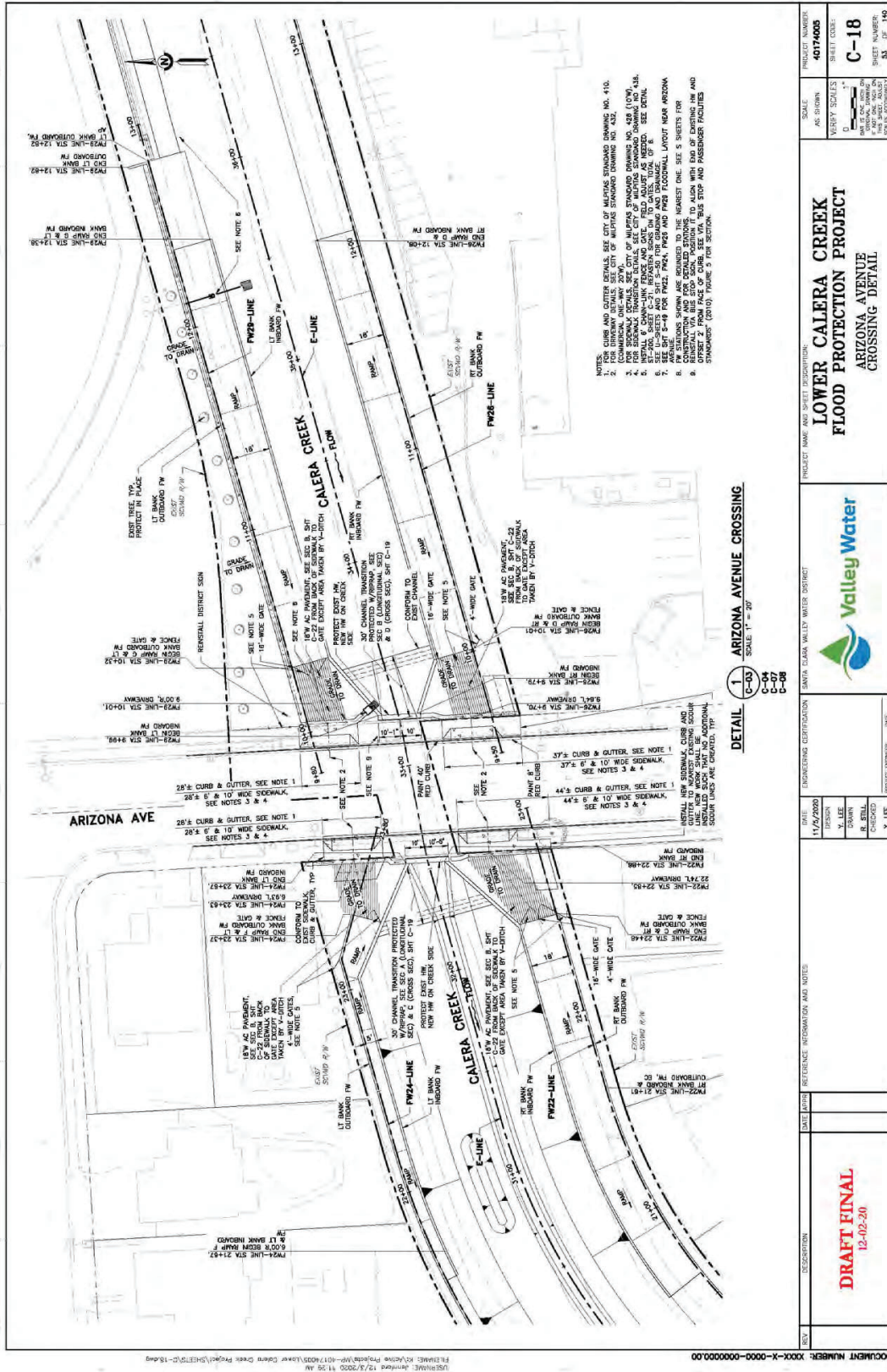


EXHIBIT D
LCC and LPC Extent of Black Vinyl Fences (continued)

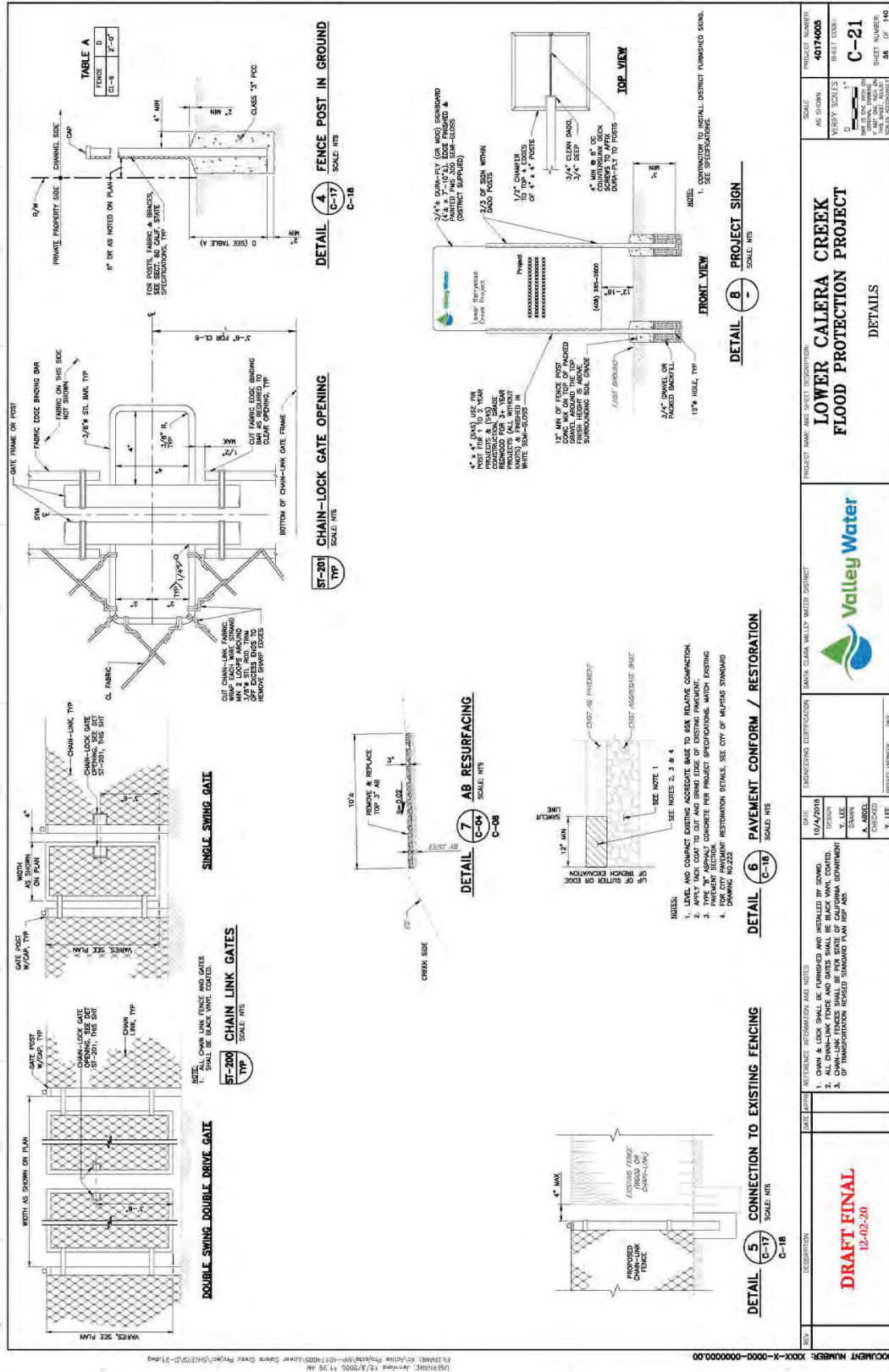
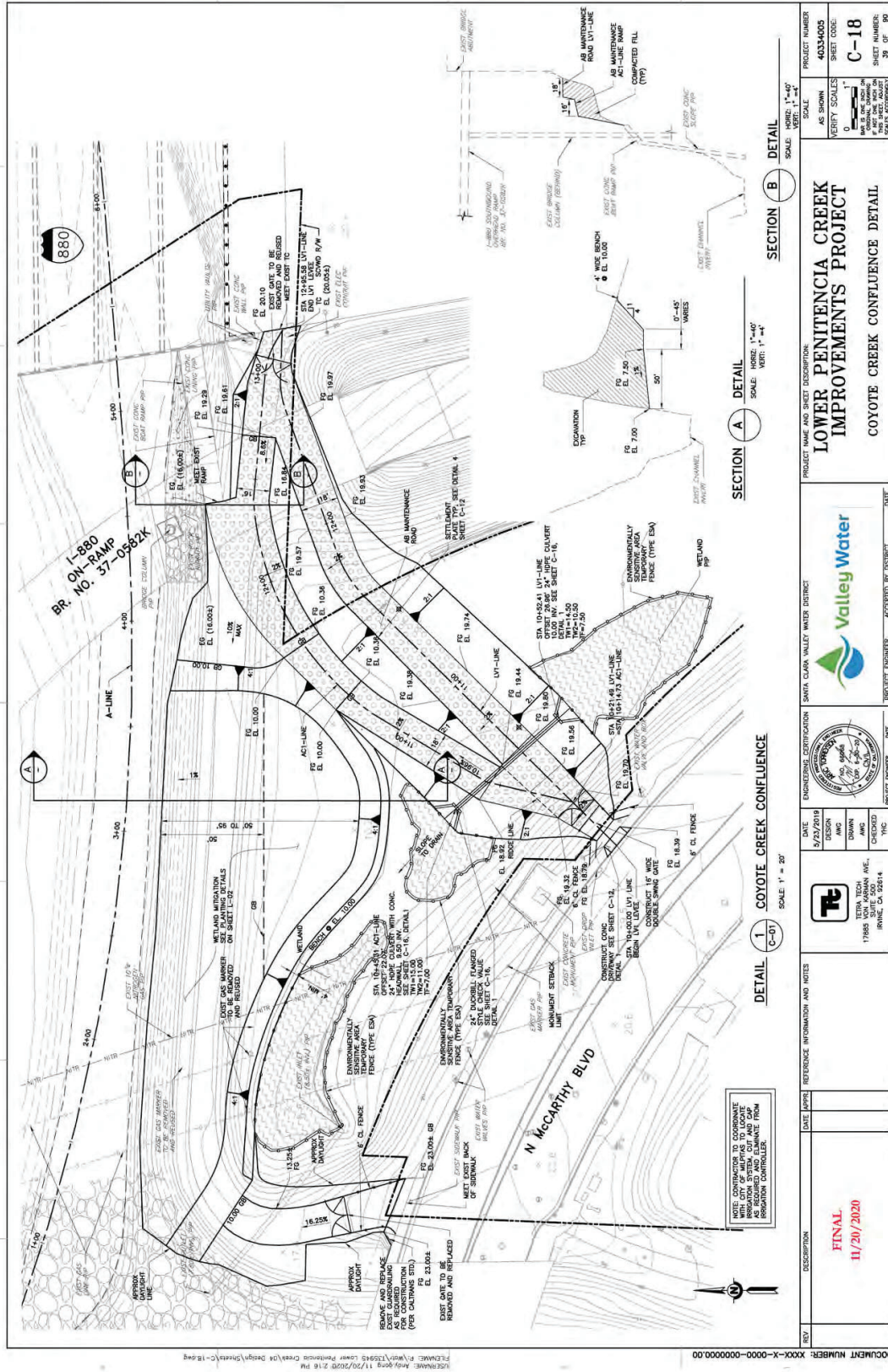


EXHIBIT D
LCC and LPC Extent of Black Vinyl Fences (continued)



LCC Headwall Structure at North Milpitas Boulevard and Arizona Avenue Bridges
EXHIBIT E

[illegible]

EXHIBIT E
LCC Headwall Structure at North Milpitas Boulevard and Arizona Avenue Bridges (continued)

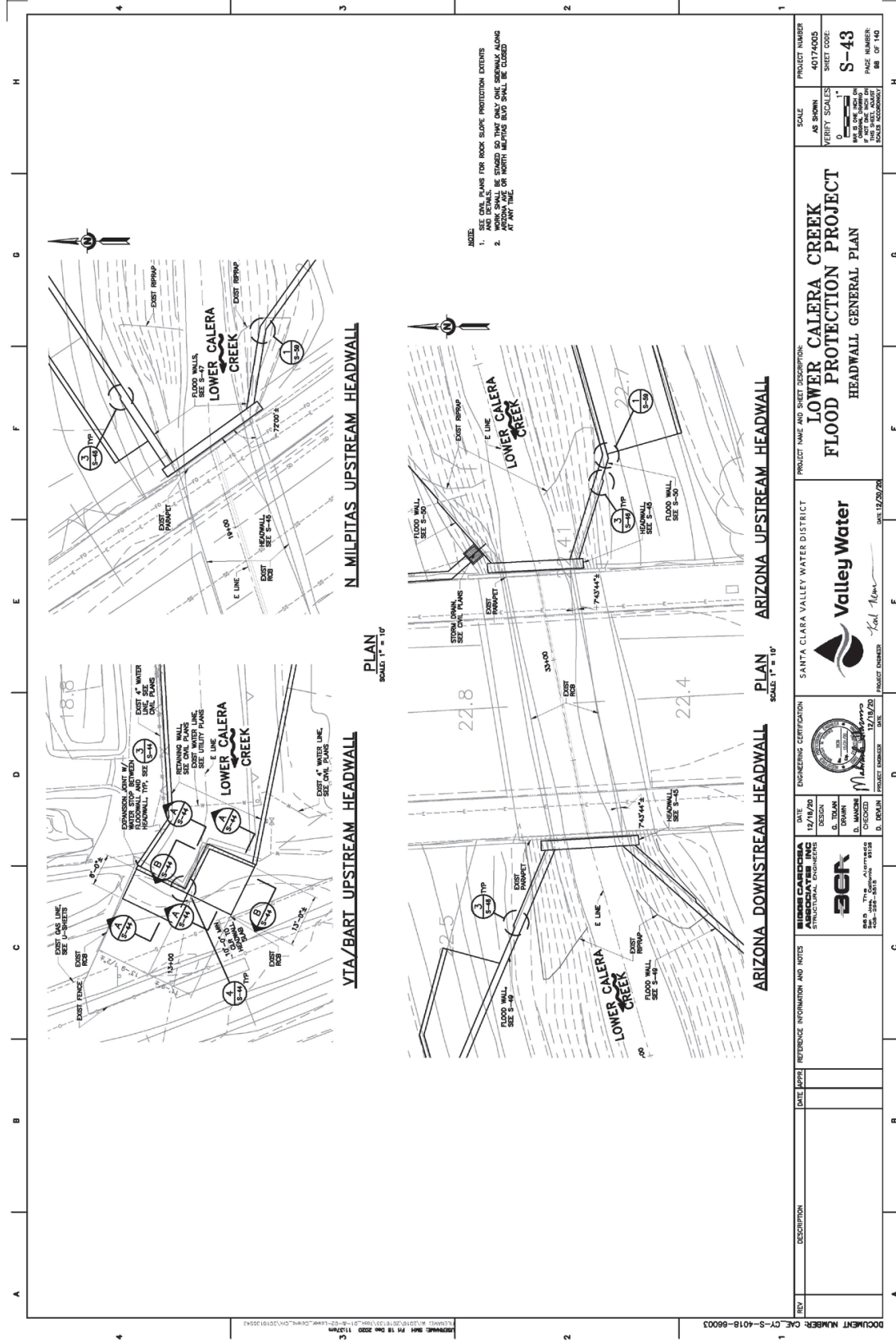


EXHIBIT E
LCC Headwall Structure at North Milpitas Boulevard and Arizona Avenue Bridges (continued)

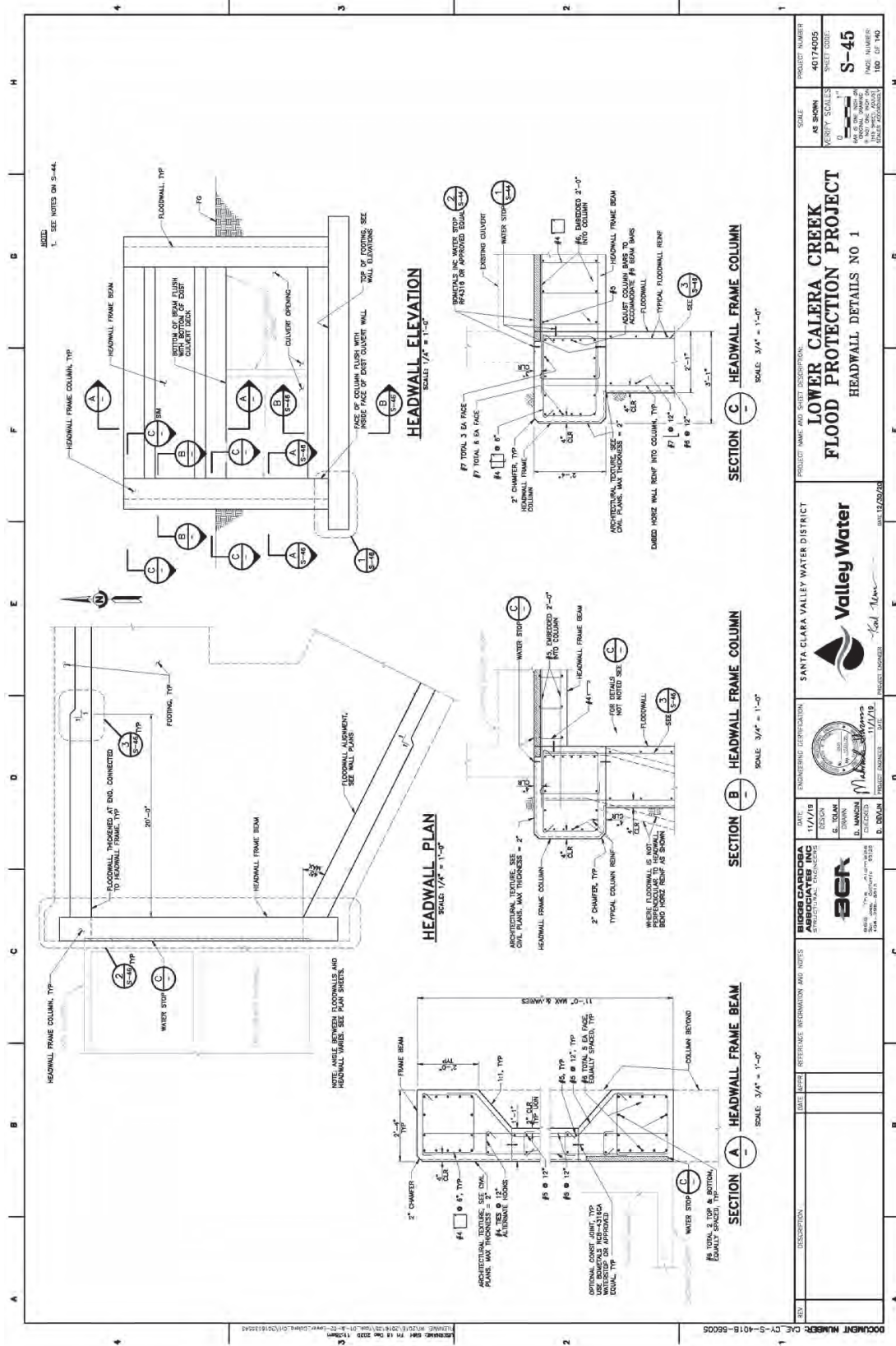


EXHIBIT E
LCC Headwall Structure at North Milpitas Boulevard and Arizona Avenue Bridges (continued)

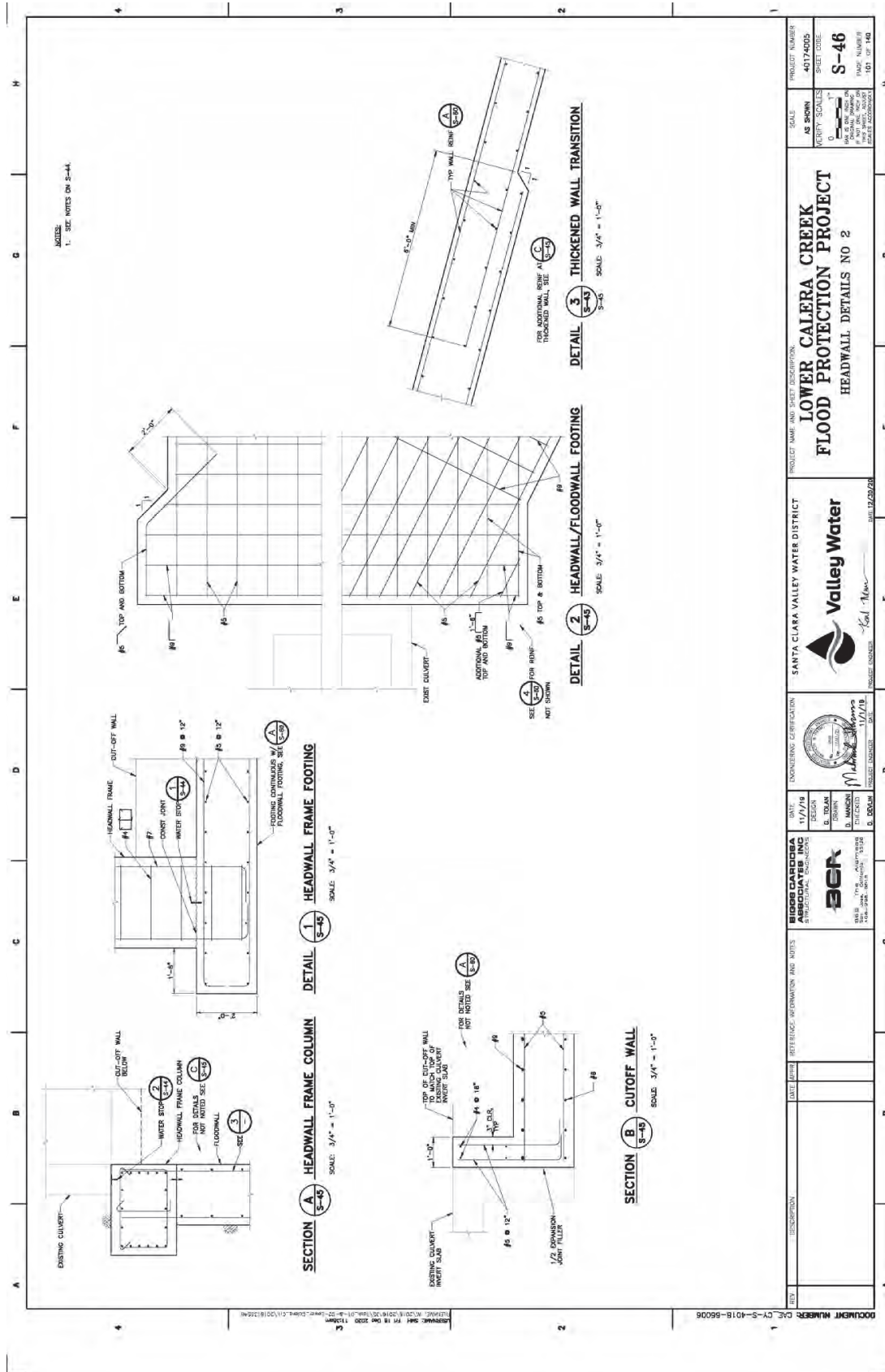


EXHIBIT F

Estimated Cost of City Improvement Work and Payment to Valley Water

Lower Berryessa Creek (LBC) Costs		
Item No.	Description of Item	Cost
1	Pedestrian Bridge Design	\$73,500
2	Construction Management	\$67,000
3	Storm Drain Outfall Modifications	\$30,000
4	Berryessa Pump Station Outfall Pipe Modifications	\$140,000
5	Asphalt Concrete Pedestrian Path (N. Milpitas Blvd to Pedestrian Bridge)	\$96,700
6	Raised Pedestrian Bridge	\$120,000
7	Retaining Walls at Pedestrian Bridge	\$180,000
8	Pedestrian Ramps (AC and PCC)	\$105,000
9	Guardrailing/Handrailing Pedestrian Ramps	\$275,500
	Total LBC Costs	\$1,087,700
	Credit for UBC landscape damages	<\$41,125>
	Final Payment per Section 5.h.	\$1,046,575

Lower Penitencia Creek (LPC) Costs		
Item No.	Description of Item	Cost
1	Demolition/Disposal of City Trail	\$70,000
2	New Asphalt Pavement City Pedestrian Trail	\$70,000
3	Concrete Paved City Pedestrian Trail	\$72,000
4	Installation of duckbill check valves for storm drain outfalls at the California Circle and Abott Ave pump stations and storm drain outfalls located upstream of Interstate 880	\$80,000
	Subtotal LPC Costs	\$292,000
	15% Contingency Costs	\$43,800
	Total LPC Costs	\$335,800
	10% Initial Payment per Section 5.g.	\$33,580
	80% Payment per Section 5.g.	\$268,640
	10% Final Payment per Section 5.g.	\$33,580

Lower Calera Creek (LCC) Costs		
Item No.	Description of Item	Cost
1	Modify four (4) existing storm drain outfalls and install check valves	\$19,200
2	Additional Asphalt Concrete Trail at LBC	\$227,000
	Subtotal LCC Costs	\$246,200
	15% Contingency Costs	\$36,930
	Total LCC Costs	\$283,130
	10% Initial Payment per Section 5.h.	\$28,315
	80% Payment per Section 5.h.	\$226,500
	10% Final Payment per Section 5.h.	\$28,315

EXHIBIT G

LCC and LPC List of City Improvement Work

Lower Calera Creek (LCC) Project

1. Modify two existing 15-inch and 18-inch storm drain outfalls, located between N. Milpitas Blvd and the railroad crossing, including either duckbill or flap gate check valves
2. Extend two existing 18-inch and 36-inch storm drain outfalls, located upstream of Arizona Ave, including either duckbill or flap gate check valves
3. Install approximately 4,050 feet of new asphalt pavement pedestrian trail overlain the existing levee maintenance road along Lower Berryessa Creek, Phase 2 between Calaveras Blvd and Abel St.

Lower Penitencia Creek (LPC) Project

1. Remove and replace three existing 28-inch storm drain outfalls at the California Circle Pump Station with new 36-inch outfalls equipped with duckbill check valves
2. Remove and replace two existing 18-inch storm drain outfalls at the Abbot Ave Pump Station with new 24-inch outfalls equipped with duckbill check valves
3. Modify existing 24-inch storm drain outfall, located between Interstate 880 and California Circle, including duckbill check valve
4. Remove and replace the existing City trail and existing irrigation adjacent to the trail within in-kind surface material and irrigation

2/2/2021

Item # C9.

SUMMARY OF ACTIONS**Item****Staff**

- C7. **APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE MASTER AGREEMENT WITH VALLEY WATER DISTRICT FOR FLOOD PROTECTION IMPROVEMENTS WITHIN LOWER CALERA CREEK, LOWER PENITENCIA CREEK, AND LOWER BERRYESSA CREEK AND AUTHORIZE REIMBURSEMENT TO THE VALLEY WATER DISTRICT FOR CITY IMPROVEMENTS COMPLETED AS PART OF THE FLOOD PROTECTION WORK, PROJECT NO. 3452**

Steve Erickson

Approved and authorized the City Manager to execute master agreement with Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek and authorized reimbursement to the Valley Water District for City improvements completed as part of the Flood Protection Work, Project No. 3452.

Vote: 5-0

Motion: Mayor Tran / Vice Mayor Montano

8. **APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE HISTORICAL HERITAGE GRANT PROGRAM FUNDING AGREEMENT BETWEEN THE CITY OF MILPITAS AND THE COUNTY OF SANTA CLARA FOR THE ALVISO ADOBE RENOVATION, PROJECT NO. 5055**

Steve Erickson

Approved and authorized the City Manager to execute the First Amendment to the Historical Heritage Grant Program Funding Agreement between the City of Milpitas and the County of Santa Clara for the Alviso Adobe Renovation, Project No. 5055.

The following spoke during Public Comment:

1. Urvishkumar Mehta

Motion was made to approve the item as recommended by staff.

Vote: 5-0

Motion: Vice Mayor Montano / Mayor Tran

- 9 **CONDUCT FOURTH STUDY SESSION ON THE MILPITAS METRO SPECIFIC PLAN (UPDATE OF 2008 TRANSIT AREA SPECIFIC PLAN) WITH A PRESENTATION, DISCUSSION AND CITY COUNCIL DIRECTION ON KEY PLAN POLICIES RELATED TO TRANSPORTATION, MOBILITY, CIRCULATION AND TRAFFIC**

Ned Thomas and
Kevin Riley

Received a presentation from staff

City Council provided feedback and direction on key policies for Transportation, Mobility, Circulation and Traffic to guide preparation of the Draft Milpitas Metro Specific Plan.

The following spoke during Public Comment:

1. Urvishkumar Mehta

Consultants and staff will return for another presentation during the City Council's March 2, 2021 regular meeting. This upcoming Milpitas Metro Plan update would cover parks, trails, streetscape, and infrastructure.

No motion made for this agenda item.

Certificate Of Completion

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Status: Completed

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Source Envelope:

Document Pages: 78

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 1

Mirna McGaughey

AutoNav: Enabled

455 E Calaveras Blvd

Envelopeld Stamping: Enabled

Milpitas, CA 95035

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mmcgaughey@ci.milpitas.ca.gov

IP Address: 50.59.22.2

Record Tracking

Status: Original

Holder: Mirna McGaughey

Location: DocuSign

February 25, 2021 | 14:00

mmcgaughey@ci.milpitas.ca.gov

Signer Events

Susan Barrett

sbarrett@ci.milpitas.ca.gov

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(None)

Signature

DS
SB

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Electronic Record and Signature Disclosure:

Accepted: February 25, 2021 | 14:58

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Steve Erickson

serickson@ci.milpitas.ca.gov

City of Milpitas

Security Level: Email, Account Authentication
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Wendy Wood

wwood@ci.milpitas.ca.gov

Security Level: Email, Account Authentication
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Wendy Wood
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Signed: March 1, 2021 | 08:41

Electronic Record and Signature Disclosure:

Accepted: March 1, 2021 | 08:38

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Walter C. Rossmann

wrossmann@ci.milpitas.ca.gov

Director Finance

City of Milpitas

Security Level: Email, Account Authentication
(None)

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Walter C. Rossmann
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Signed: March 1, 2021 | 09:22

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events**Signature****Timestamp**

Christopher Diaz
cdiaz@ci.milpitas.ca.gov
Security Level: Email, Account Authentication
(None)

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Christopher Diaz
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Electronic Record and Signature Disclosure:

Accepted: March 1, 2021 | 10:02
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Ashwini Kantak,
akantak@ci.milpitas.ca.gov
Assistant City Manager
City of Milpitas
Security Level: Email, Account Authentication
(None)

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Ashwini Kantak
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Electronic Record and Signature Disclosure:

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Eva Marie Sans
esans@valleywater.org
Security Level: Email, Account Authentication
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Sent: March 2, 2021 | 09:31
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Electronic Record and Signature Disclosure:

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Rachelle Currie
rcurrie@ci.milpitas.ca.gov
Senior Executive Assistant
City of Milpitas
Security Level: Email, Account Authentication
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Rechelle Blank
rblank@valleywater.org
HQ 2nd Floor
Security Level: Email, Account Authentication
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Steve Erickson
serickson@ci.milpitas.ca.gov
City of Milpitas
Security Level: Email, Account Authentication
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Accepted: April 13, 2020 | 11:44

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Completed	Security Checked	March 2, 2021 09:31

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mluu@ci.milpitas.ca.gov

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mluu@ci.milpitas.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one:	331 9513452153849	\$145,692	455 3952	\$145,692
☐ Budget Appropriation	455 2961	\$145,692	331 951345274800	\$145,692
☐ Budget Transfer	401 951710014800	\$505,170	401 951710093999	\$505,170
	402 3899	\$505,170	402 2961	\$505,170
	331 951345293852	\$505,170	402 3943	\$505,170
	402 2961	\$505,170	331 951345274800	\$505,170

Recommendation:

1. Authorize the City Manager to Negotiate and Execute Amendment No. 1 to Master Agreement with Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek; and
2. Authorize Reimbursement to the Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452
3. Approve Budget Appropriation of \$145,692 of the Sewer Infrastructure Replacement Fund, and \$505,170 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452

BACKGROUND:

Valley Water have been performing various flood protection improvements for segments of Berryessa Creek, Calera Creek, and Penitencia Creek since 2018. The flood control improvement projects are a benefit to Milpitas and will provide 100-year flood protection for homes, schools, and businesses and will maintain Federal Emergency Management Agency (FEMA) levee accreditation along the Lower Penitencia Creek east levee located between California Circle and Berryessa Creek.

Valley Water completed flood capacity improvements to Upper Berryessa Creek and portions of Lower Berryessa Creek in 2020. The construction to increase flood capacity in Lower Berryessa Creek, Lower Calera Creek, and Lower Penitencia Creek were substantially completed in 2023. Improvements included construction of approximately 8,700 feet of creek channel from the Lower Berryessa Creek confluence with Lower Penitencia Creek upstream to Calaveras Boulevard, and approximately 2,830 feet of Lower Calera Creek channel from the Union Pacific Railroad rails, 880 feet upstream of Arizona Avenue. Work will also extend approximately 1-mile from Lower Penitencia Creek/Coyote Creek confluence to San Andreas.

The Santa Clara Valley Water District Creek Projects, No. 3452 ("Project"), is in the adopted 2023-2027 Capital Improvement Program. The Project provides for the reimbursement to the Valley Water for the cost to remove and replace City infrastructure as required by Permit for construction of the flood control work including the costs associated with upgrades and for work Valley Water has agreed to construct for the City. On March 9, 2021, the City Council approved the Master Agreement between the City and Valley Water (**Attachment 1**) that specifies construction milestones, agency responsibilities during the design and construction project phases, amount and process for reimbursement, project appearance and aesthetic enhancements, and the acceptance of the work completed by Valley Water for the City.

During construction of Lower Calera Creek, the contractor discovered that segments of the City's 50-year old water main and sewer lateral servicing Milpitas Material parcel crossing under the creek channel will be in conflict with the Valley Water's new channel improvements. The original design was to leave these pipe segments in place to be buried in concrete under the creek channel, which would have been exposed to potential damage by construction and prevent future City's maintenance of these pipes. The City requested these pipes be replaced within protective casings to ensure longevity and provide City access for future maintenance such as to repair a leak. The original agreed cost of this change to the City was \$245,862. In December 2022, following completion of construction, a leak occurred at both ends of the new pipe where it was connected to the existing pipe. Valley Water's estimated costs of fixing this leak is approximately \$1,000,000. The work included excavation, potholing, installation of the flexible connection to the existing pipe with anchorage on the northside of the channel and connecting to the existing pipe approximately 40 feet south of the channel's maintenance road. City staff's recommendation on how to share in the costs for this repair is discussed further below in the analysis.

ANALYSIS:

The total cost of both the original new pipeline construction as mentioned above and repairing the leaks at the connections is approximately \$1,250,000. It appears the primary reason for the leak was due to the stress on the couplings of the new pipe connecting to the existing pipe which was not compatible with the design of the channel. Since Valley Water maintained overall design and construction responsibility for the project, and the City recommended the design components of the new pipe, Valley Water and City staff have agreed to recommend a cost sharing arrangement to their respective City Council and Board members. In total, City staff is recommending a contribution not to exceed \$650,000, with the remainder of the \$1,250,000 (and any additional costs) being paid by Valley Water.

Staff is recommending the City Council approve and authorize the City Manager to negotiate and execute Amendment No. 1 to the Master Agreement to reimburse Valley Water for the replacement of the City's water main and sewer lateral. The approval of a Budget Appropriation will be required to provide funding for reimbursement to Valley Water for Project No. 3452. Staff recommends the Council approve a Budget Appropriation to appropriate the \$145,692 from the Sewer Infrastructure Replacement Fund, and \$505,170 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement in the total amount of \$650,000 into Project No. 3452 (**Attachment 1**) increasing the Project's budget from \$1,750,000 to \$2,400,000.

POLICY ALTERNATIVE(S):

Alternative 1: Not authorizing the City Manager to negotiate and execute the Amendment No. 1 to Master Agreement with Valley Water for the reimbursement of the removal and replacement of the City's water main and sewer lateral.

Pros: None

Cons: A denial would result in Valley Water potentially not fixing the leaking pipeline, which could mean that the pipeline is out of service until such time as the City could move forward with a separate project, at greater expense, to fix the pipeline.

Reason for Not Recommending: If this amendment does not move forward, this pipeline would be out of service until such time as the City is able to budget an estimated \$1,000,000 or more to repair the leaks.

FISCAL IMPACT:

There is insufficient funds in Project No. 3452, Santa Clara Valley Water District Creek for the cost sharing of construction with Valley Water and requires the approval of a Budget Appropriation (**Attachment 2**) of \$145,692 from Sewer Infrastructure Replacement Fund, and \$505,170 from Water Capital Project No. 7100 Aging Water System/Seismic Improvement. Water project CIP7100 is funded by Water Fund, Water Capital Surcharge and Water Line Extension Fund. The current project balance of \$3.9m can support this request and transfer \$505,170 to CIP3452. There is also sufficient funding in Sewer Infrastructure Replacement Fund to fund the additional appropriation of \$145,692 in CIP3452.

The following is a summary of the fiscal impact:

Description	Approved Project Expenditures	Requested Budget Appropriation	Funding Source Appropriation	Total Revised Project Budget
CIP3452 – Santa Clara Valley Water District Creek Project	\$1,750,000		General Gov't CIP Fund	\$1,750,000
Sewer Lateral Replacement	-	\$145,692	Sewer Infrastructure Replacement	\$145,692
Water Main Replacement & Repair	-	\$505,170	CIP Project No. 7100 (Aging Water System/Seismic Improvement Project) Water Line Extension Fund	\$505,170
Total	\$1,750,000	\$650,000	-	\$2,400,000

California Environmental Quality Act (CEQA):

Valley Water is the project owner for the LBC, LCC and LPC Projects and Lead Agency as described by the CEQA. An Environmental Impact Report (EIR) was prepared and adopted by the District for the LBC Project on December 13, 2011. An EIR for the LCC Project was certified by the Valley Water Board of Directors in December 2011, and an addendum to the EIR was approved by the Valley Water CEO on November 19, 2018. The LPC Project EIR was certified by the Valley Water Board of Directors on November 28, 2017.

City has acted as the Lead Agency and project proponent for the City Improvement Work as described by CEQA.

RECOMMENDATION:

1. Authorize the City Manager to Negotiate and Execute Amendment No. 1 to Master Agreement with Valley Water District for Flood Protection Improvements within Lower Calera Creek, Lower Penitencia Creek, and Lower Berryessa Creek; and
2. Authorize Reimbursement to the Valley Water District for City Improvements Completed as part of the Flood Protection Work, Project No. 3452
3. Approve Budget Appropriation of \$145,692 of the Sewer Infrastructure Replacement Fund, and \$505,170 from the Water Fund Project No. 7100 Aging Water System/Seismic Improvement into Project No. 3452

Attachment(s):

Attachment 1 Master Agreement

Attachment 2 Amendment No. 1

Attachment 3 Budget Change Form

☐ Check if City Council Approval required.

Meeting: August 15, 2023

Requested by:	Department Head: Matt Cano	Date: August 8, 2023
Reviewed by:	Finance Director: Lauren Lai	Date:
Approved by:	Acting City Manager: Ned Thomas	Date:
Date approved by City Council, if required:		Confirmed by:

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Authorize the Acting City Manager to Execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P.; and Approve Budget Appropriation in the Amount of \$153,000.00 to the Non-Departmental Operating Budget in the TASP Fund (Staff Contact: Roberto Alonzo, Principal Civil Engineer, 408-586-3316)
Category:	Consent Calendar-Community Development
Meeting Date:	8/15/2023
	<u>Recommendation:</u> (1) Authorize the City Manager to execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P.; and (2) Approve budget appropriation in the amount of \$153,000.00 to the non-departmental operating budget in the TASP fund.

BACKGROUND:

On August 5, 2021, the City Council approved a Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029 and Environmental Assessment No. EA19-0007 to allow demolition of an existing industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units (100% affordable), a ground-floor parking garage with up to 48 vehicles spaces, and 20,788 square feet of public and private open space on a 1.11-acre parcel located at 308 Sango Court (APN 086-36-036) within the Milpitas Metro Specific Plan area.

Projects within the TASP area are required to pay TASP Development Impact Fees (TASP Fee) to be used for design and construction of certain public facilities and improvements within the TASP area. In addition to the construction of the required TASP improvements for the project, the City requested the Developer to also replace an existing 12-inch domestic water main within an existing 10-PSUE along the western edge of the property. The location of the existing water main in relation to the final configuration of the proposed above-ground facilities for the 308 Sango Court Residential Project would make it very difficult for the City to replace the water line without incurring a significant cost in the future. The water main replacement will serve more than the Developer's properties within the TASP Area. The developer will be reimbursed a percentage of the actual cost to replace the water main, which is estimated not to exceed \$153,000 from the TASP Fund.

A Fee Reimbursement Agreement is proposed to allow for the reimbursement against the TASP Fund paid by the Developer for replacement of the existing 12" Domestic Water Main. The Fee Reimbursement Agreement has been reviewed by the City Attorney as to form.

ANALYSIS:

Staff recommends the City Council grant authorization to the City Manager to execute the Fee Reimbursement Agreement for the construction of the TASP Public Improvements. The Developer will be reimbursed for a percentage, up to 85%, of the actual cost for the construction of the new public improvements eligible for reimbursement for the design and construction of the new 12 inch domestic water main line that runs along the entire site western public service utility easement, which are estimated not to exceed \$153,000.

POLICY ALTERNATIVE(S):**Alternative 1:**

Do not approve granting authorization to the City Manager to approve the Fee Reimbursement Agreement Amendment.

Pros: None

Cons: If the Fee Reimbursement Agreement is not authorized the City would have to find other means to construct the public improvements or have to construct the public improvements ourselves. The City has determined that there will be greater efficiency if the Developer replaces the new 12-inch domestic water main during the construction of their project.

Reason for Not Recommending: Granting acceptance of installed public improvements would allow the City to own and maintain the improvements and would ensure that water main infrastructure stay up to date and reduce the risk of infrastructure failure.

FISCAL IMPACT:

The fee reimbursement for the public improvements would be funded by the TASP Fee. The actual amount of the reimbursement will be based upon the actual cost for design and construction of the improvements. The estimated reimbursement amount is not to exceed \$153,000. A budget appropriation is needed from the TASP Fund.

California Environmental Quality Act (CEQA):

The project entails replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302. As an independent justification, the project site is located within the TASP planning area and is therefore further exempt from environmental review pursuant to CEQA Guidelines Section 15168(c), in that the project scope falls under the covered activities in the Transit Area Specific Plan EIR, SCH#2006032091 certified by the City Council on June 3, 2008.

RECOMMENDATION:

Authorize the City Manager to Execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P. Approve budget appropriation of \$153,000 to the non-departmental operating budget in the TASP fund.

Attachment(s):

Attachment 1: Fee Reimbursement Agreement
Attachment 2: Exhibit A Water Line Estimate
Attachment 3: Budget Change Form

**CITY OF MILPITAS
FEE REIMBURSEMENT AGREEMENT
FOR TRANSIT AREA SPECIFIC PLAN PUBLIC FACILITIES AND
PUBLIC IMPROVEMENTS**

This Fee Reimbursement Agreement for Milpitas Metro Plan Public Facilities and Public Improvements (the “**Agreement**”), dated as of _____, 2023, is by and between the City of Milpitas, a municipal corporation of the State of California (“**City**”), and Milpitas Pacific Associates, L.P. (“**Developer**”).

WITNESSETH:

WHEREAS, Developer is the permittee of that certain real property (APN No. 086-36-036) located at 308 Sango Court in Milpitas, California; and

WHEREAS, on August 5, 2021, the City Council conditionally approved Site Development Permit No. SD19-0014, Density Bonus No. DB19-0001, and Environmental Assessment No. EA19-0007 for an 85-unit multifamily apartment building development project located at 308 Sango Court in Milpitas, California (the “**MPA Housing Project**”); and

WHEREAS, City has adopted a Milpitas Metro Plan and a Transit Area Specific Plan Development Impact Fee (the “**TASP Fee**”) to provide funds to finance public facilities and public improvements within the Milpitas Metro area; and

WHEREAS, City has adopted a Fiscal Mitigation and Services Plan for the TASP (EPS no. 17107) in 2008, as amended in 2014, outlining the public facilities and public improvements that are to be constructed with the TASP fees (the “**Financing Plan**”); and

WHEREAS, the Project is in the Milpitas Metro area and subject to the TASP Fee; and

WHEREAS, the total Milpitas TASP Fee for the Project is estimated to be Three Million Four Hundred Forty-One Thousand Three Hundred Ninety-Five Dollars (\$3,441,395). The project is subject to the deferral of payment of the full TASP fee amount until the Certificate of Occupancy is to be issued as provided for in Section 4 of City Council Resolution No. 9096; and

WHEREAS, in partnership with the Developer, the City has requested that the developer replace an existing water main that is long passed its recommend life cycle. The developer agrees to replace the water main requested by the City and also to pay up to a maximum of 50% of the cost for construction as their project budget allows, while the City reimburses the Developer for the remainder of the cost. A complete list of reimbursable items are shown in Exhibit A. (the foregoing being the “**Improvements**” and the construction documents describing the Improvements being the “**Designs**”). The Improvements and Designs are included in the Financing Plan and would otherwise be financed by the Milpitas TASP Fee, and which Improvements and Designs will serve more than the MPA Housing Project; and

WHEREAS, City and Developer desire to enter into this Agreement to provide for allowable reimbursement against the Milpitas TASP Fee paid by Developer for the Improvements and Designs.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Developer hereby agree as follows:

SECTION 1. Allowable Fee Reimbursements

Subject to the terms, conditions, and obligations of this Agreement, the City shall provide reimbursement to the Developer, from a portion of the Milpitas TASP Fee actually paid by Developer, in an amount based on verifiable actual costs of the Improvements and Designs pursuant to the procedure in Section 9 of this Agreement, which shall equal up to between fifty (50) and eighty five (85) percent of the actual amount paid by Developer to complete the Improvements and Designs. Under no circumstance shall the reimbursement exceed the amount of one hundred and fifty-three thousand dollars (\$153,000). Under no circumstance shall the reimbursement exceed the actual amount of the TASP fee paid by the developer.

SECTION 2. Reimbursement Issuance Timing

- 2.1 Developer shall pay the City the full applicable Milpitas TASP Fee, prior to issuance of Certificate of Occupancy, for each residential unit at the rate in effect at that time, subject to any annual adjustment as provided for in Section 9 of City Council Resolution No. 8344.
- 2.2 City shall pay to Developer the reimbursement required hereunder upon Developer's completion and City's acceptance of the Improvements and Designs as stipulated hereinafter, including Developer's provision of all supporting documentation for all costs in accordance with the timing specified in Section 9 below.

SECTION 3. Completion of the Improvements

- 3.1 Developer shall complete construction of the **Improvements** in accordance with the plans and specifications approved by City and in accordance with City standard construction specifications and this Agreement, and the related Improvement Agreement. All **Improvements** shall be completed (determined by filing of a notice of completion) prior to issuance of first certificate of occupancy for the MPA Housing project.
- 3.2 In the event the **Improvements** are not fully constructed and accepted by City as set forth herein, Developer shall be in breach of this Agreement, and in violation of the Project conditions of approval. In addition to all other legal remedies available at law or equity, City may seek reimbursement from Developer for all reimbursements provided under this Agreement including interest at the legal rate. Additionally, City may withhold any and all certificates of occupancy, building permits or any other City approval or permit relating to the Project.

SECTION 4. Inspection of Improvements

- 4.1 City shall at all times have access to the construction site during construction of the **Improvements**. Developer shall furnish City with all reasonable information necessary for ascertaining full knowledge of the **Improvements** with respect to the progress, workmanship and character of materials and equipment used and employed in the work contemplated herein.
- 4.2 Neither observation of the work by City nor failure of City to inspect the **Improvements** or to discover defects in material or workmanship shall relieve Developer from its obligations to complete construction in accordance with the plans and specifications approved by City and to ensure that the **Improvements** are free of defects in materials and workmanship.

SECTION 5. Acceptance of the Improvements

- 5.1 At such time as the Developer believes that the **Improvements** are complete, the Developer shall provide written notice of completion to the City, requesting an inspection. Within ten (10) business days, or as mutually agreed following the date of receipt of the Developers' written notice of completion of **Improvements**, the City shall conduct a final inspection of the applicable **Improvements**. If during the final inspection, the City determines that the **Improvements** have not been completed in accordance with all applicable codes, regulations, permits and approved plans, the City shall prepare a punch list of all items to be completed by the Developer and shall provide such punch list to the Developer within ten (10) business days or as mutually agreed following the final inspection.
- 5.2 If the City delivers such punch list to the Developer within said ten (10) business day period, or such other mutually agreed upon period, then the Developer shall undertake to repair such punch list items in a diligent manner within twenty (20) calendar days. Upon completion of the punch list work, the Developer shall request another final inspection from the City and within ten (10) business days following such written notice from the Developer, the City shall conduct another final inspection.
- 5.3 If the City determines that the punch list work is complete and no other deficiencies are identified, the Developer shall be deemed to have successfully completed the final inspection. If the City determines that the punch list work is not complete, then City and Developer shall repeat the inspection/punch list procedures specified in this Section until the successful completion of the punch list work and a final inspection. At such time as Developer has successfully completed the final inspection, City shall schedule the initial acceptance of the completed **Improvements** within thirty (30) calendar days thereafter before the City Council.

SECTION 6. Conveyance of the Improvements

Once the **Improvements** are accepted by the City Council and no liens have been filed with respect to such **Improvements** within ninety (90) days following the date of filing the Notice of Completion for such Improvement (or if valid liens were filed during such period, such liens have been bonded around or removed prior to acceptance), the **Improvements** shall become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the **Improvements** through the City's initial and final acceptance procedures.

SECTION 7. Completion and Acceptance of the Designs

- 7.1 Developer shall perform and complete the **Designs** in accordance with the Project conditions. The **Designs** are considered deemed complete upon approval of the construction plans and specifications, including all required supporting documents by the City.

- 7.2 In the event the **Designs** are not fully completed and approved by City and/or other public agencies as set forth herein, Developer shall be in breach of this Agreement and in violation of the Project conditions of approval. In addition to all other legal remedies available at law or equity, City may seek reimbursement from Developer for all reimbursements provided under this Agreement including interest at the legal rate (if and to the extent any such reimbursements have been provided hereunder). Additionally, City may withhold any and all certificate of occupancy, building permit, or any other City approval or permit relating to the Project. City approved plans and specifications, including all supporting documents become City property upon completion of the **Designs**.

SECTION 8. Delivery of Design Plans and Specifications

Prior to acceptance of the **Improvements** by the City, the Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals, service manuals, warranties and other documents relating to the design, construction, installation and operation of the applicable **Improvements**. Plans shall be submitted in CAD format, GIS format and/or PDF format as acceptable to the City.

SECTION 9. Supporting Documents for the Actual Costs

Following Developer's completion and City's acceptance of the **Improvements** and the **Designs** provided in Sections 3 to 8 above, the Developer shall provide final invoices, records, change order documents, payment invoices, cancelled checks and other necessary documents, as requested by the City, in order to provide to the City a final accounting of the total amount of actual costs for the **Improvements** and the **Designs**. The City shall thereafter have sixty (60) days in which to review and approve such items. If the City notifies the Developer within that 60-day period that it does not approve all such items, and, if the Developer disputes the disapproval of such items by the City, the sixty (60) days may be extended as mutually agreed upon to provide an opportunity for the Parties to use diligent and good faith effort to resolve said dispute. Assuming no dispute as to the final accounting (or once said dispute has been resolved), the City shall, within thirty (30) days thereafter, reimburse the Developer in the amount up to eighty five percent (85%) of the actual costs to complete the Improvement and Design, as documented in the final accounting, not to exceed the amount of TASP fees paid by the Developer. The amount of the actual costs for the **Improvements** and the **Designs** shall not exceed the estimated value for "MPA Housing Project Improvements" identified on Exhibit "A" in the amount not to exceed One Hundred Fifty-three Thousand Dollars (\$153,000) without the express prior written approval of the City, which will require an amendment of this Agreement.

SECTION 10. Limited City Obligation

The reimbursement obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except for the developer impact fees that would have otherwise been collected for the **Improvements**, the **Designs** and other capital facilities set forth in the Project plans for the TASP Fee program. Neither the City of Milpitas general fund nor any other fund of the City, except the TASP Fee program, shall be liable for the reimbursement or payment of any obligations arising from this Agreement. The reimbursement or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. The Developer shall not compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

SECTION 11. Liens, Claims, and Encumbrances

Prior to acceptance of the **Improvements** by the City, the Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or monetary encumbrances on the **Improvements** and the **Designs**, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which fee reimbursements are requested under this Agreement for the **Improvements** and the **Designs**. The City shall have no obligation to accept the **Improvements**, or to issue any reimbursements for **Improvements** and the **Designs** until the Developer has cleared any and all liens, claims and monetary encumbrances from the **Improvements** and the **Designs** and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

SECTION 12. No Third Party Beneficiary

By entering into this Agreement, City is not entering into any contract or agreement with any general contractor, subcontractor, or other party nor is any general contractor, subcontractor, or other party a third party beneficiary of this Agreement, and City shall have no obligation to pay any general contractor, subcontractor, or other party for any work that such general contractor, subcontractor, or other third party may do pursuant to the plans and specifications for the **Improvements** and the **Designs**.

SECTION 13. Warranty and Repair

In accordance with this Section 13 and the terms and conditions of the Subdivision Improvement Agreement, Developer hereby warrants the **Improvements** as to materials and workmanship and should any failure of any **Improvements** occur within a period of one (1) year after initial acceptance of such **Improvements** by City Council, the Developer shall promptly cause the needed repairs to be made without cost to the City. The provisions contained herein shall not be deemed to limit any rights Developer has or may have to seek damages or other relief from any acts or omissions of any contractor involved in the construction or design of the **Improvements**. Nothing herein shall be construed to limit any other warranties City may have from the manufacturer or any materials used in the **Improvements** nor in any way limit any rights of City in equity or law under this Agreement.

SECTION 14. Notice

Any notice, payment, or instrument required or permitted by this Agreement to either party shall be deemed to have been received when personally delivered to that party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

City: Matt Cano, P.E., Deputy City Manager/Acting City Engineer
 Milpitas City Hall
 455 East Calaveras Boulevard
 Milpitas, CA 95035
 Phone: 408-586-3012

Developer: Caleb Roope, President and CEO
 Pacific West Associates, Inc.
 re: Milpitas Pacific Associates, L.P.
 430 E State Street, Suite 100
 Eagle, ID 83616

Any party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it.

SECTION 15. Term

The term of this Agreement shall start as of the date first written above and shall remain in effect for a one-year term, unless extended by the parties by written agreement.

SECTION 16. Captions

Captions to Sections of this Agreement are for convenience purposes only and are not part of this Agreement.

SECTION 17. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

SECTION 18. Successors and Assigns/Reimbursements to Developer

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The TASP Fee Reimbursement granted herein shall run with the land with respect to their application against the TASP Fees otherwise payable upon development of the Project.

SECTION 19. Governing Law Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Santa Clara, State of California.

SECTION 20. Indemnity

To the fullest extent permitted by law, Developer shall protect, indemnify, defend (with counsel acceptable to City) and hold City, its officers, employees, and agents harmless from and against any and all liability, loss, cost and obligations arising out of or resulting from any injury or loss caused directly or indirectly by any cause whatsoever in connection with or incidental to the (i) activities performed by Developer, its officers, employees, or agents under this Agreement, or (ii) negligence, omission or willful misconduct by Developer, its officers, employee, or agents.

SECTION 21. Time of Essence

Time is of the essence in the performance of this Agreement.

SECTION 22. Waiver

Developer agrees that waiver by City of any breach or violation of any term, condition, or obligation of this Agreement shall not be deemed to be a waiver of any other term, condition, or obligation contained herein or a waiver of any subsequent breach or violation of the same term, condition or obligation.

SECTION 23. Compliance with Laws

Developer has been alerted to the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the work to be performed under this Agreement by Developer is being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Developer agrees to fully comply with such Prevailing Wage Laws. Developer shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Developer and its contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), public works contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). It shall be the sole responsibility of Developer to determine whether to comply with Prevailing Wage Laws for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to comply with Prevailing Wage Laws for work required by this Agreement.

SECTION 24. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

SECTION 25. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[\[signatures on following page\]](#)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first above written.

CITY:

By: _____
Ned Thomas
Acting City Manager

APPROVED AS TO FORM:

By: _____
Michael Mutalipassi
City Attorney

APPROVED AS TO CONTENT:

By: _____
Lauren Lai, CPA, MPA
Finance Director/Risk Manager

APPROVED AS TO CONTENT:

By: _____
Matt Cano, P.E.
Deputy City Manager/
Acting City Engineer

DEVELOPER:

By: TPC Holdings IX, LLC,
an Idaho limited liability company
Its: Co-Administrative General Partner

By: Pacific West Communities, Inc.
an Idaho corporation

By: _____
Name: Caleb Roope
Its: President and CEO

By: Kelley Ventures, LLC,
a California limited liability company
Its: Co-Administrative General Partner

By: _____
Name: Mike Kelley
Its: Manager

By: Central Valley Coalition
for Affordable Housing,
Its: Managing General Partner

By: _____
Name: Christina Alley
Its: Chief Executive Officer

NOTE: DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

Exhibit “A”

Estimate

EXHIBIT A



Item # C10.

12" Water Main Replacement
308 Sango Ct
Milpitas, CA

Onsite and Offsite Civil plans dated 5-31-2022

From

DACO Construction
General Engineering Contractor
117 Bernal Rd, ste 70-317
San Jose, CA, 95119
Office Phone : 408-606-3464
CSLB License #: 1004787
DIR Registration #: 1000034175

Estimate No.

23-399

Date

Jul 12 2023

Estimate Valid Till

Aug 11 2023

To

Pacific West Builders
430 East State Street
Suite 100
Eagle, ID, 83616

Description	Quantity	Rate	Amount
Cut in new Tee with (2) valves at Sango Ct (Includes fittings to offset the comms box.) 1 ea Tie into existing main at back of property and offset to higher elevation 1 ea Trench and install 12" c900 290 ft Dispose of ACP pipe from tie in 1 ea Price does not include any ARV Assumes normal working hours and no fire watch. Spoils to stay on site per prime contract.	1	179930.00	USD 179930.00
ADD ALT- Slurry abandoned AC pipe in place 1 ea	0	16915.00	USD 0.00
Sub Total			179,930.00
Total			USD 179,930.00

Slurry	\$ 6,915
Credit PWB Portion	\$ <24,435>
Total	\$ 172,410

Estimate Note

THERE IS CURRENTLY A MASSIVE SHORTAGE OF MATERIALS. ESPECIALLY PLASTIC PIPE. THIS SHORTAGE HAS THE PRICE OF MATERIALS SKYROCKETING AND SOMETIMES UNAVAILABLE. WE MAY NOT BE ABLE TO HOLD PRICING VERY LONG.

-----DACO Currently has many bids out in the market with possible awards. Scheduling of work will be done on a first come, first served basis after contract is issued-----

Compensation. Client shall pay as set forth above. Price is subject to change, with customer's approval.

Invoicing & Payment. Invoice will be issued to Client upon completion of the Work. Client shall pay invoice within 30 days of Client's receipt of the invoice. Client shall also pay a late charge of 1-1/2% per month on all balances unpaid 30 days after the invoice date.

Exclusions Unless stated above this bid excludes any plans, permits, fees, de-watering (including any additional work associated with ground water), Locating utilities other than 811, special inspection costs, unforeseen circumstances, grinding of asphalt, hard slurry, rock, SWPP's, surveying and/or staking, irrigation/ landscape repair or hazardous materials.

-Bid assumes that our current insurance policies and certificates are sufficient. If additional certificates or insurance is required the cost to be passed onto customer at +15%. All multi family residential shall be OCIP, WRAP or CCIP and our pricing reflects this.

- Unless stated bid excludes slurry of roadway. If required, it will be bid at cost + 15%
- If no Soils report or analytics provided, Assumes no shoring needed under 5' depth.
- Bid does not include handling or disposal of ANY hazardous material (Water, soil, etc...).
- Bid excludes soil off- haul unless states otherwise It is to go the facilities of our choosing (Must be clean materials). If Material is not clean it will be disposed of as cost +15%.
- Bid is for one move in unless specified different above.
- Water to be supplied by owner or general. Bid does not include importing water.
- Depth of existing asphalt unknown. Bid is with understanding that parking lots are 4", minor roads(four lanes or less) 6" and major roads (more than four lanes) 12".
- Wet utilities MUST be installed before dry utilities. With any other installation schedule the customer assumes all extra costs.

www.dacoconstructs.com
Jared@dacoconstructs.com
Jeff@dacoconstructs.com

Shaun Jolley

From: Jared Ajlouny <jared@dacoconstructs.com>
Sent: Wednesday, July 12, 2023 2:45 PM
To: Shaun Jolley
Subject: Re: 308 Sango - 12" Main Replacement
Attachments: image001.jpg

I priced it to do a tie in at front and back same day. Doing a line tap is going to be issues. No way to restrain the pipe safely and it would be a size on size tap. Not good for AC pipe.

Jared Ajlouny
DACO Construction
General Engineering Contractor

(408) 390-3443 Cell
(408) 606-3464 Office
License 1004787
www.dacoconstructs.com

On Wed, Jul 12, 2023, 1:38 PM Shaun Jolley <ShaunJ@tpchousing.com> wrote:

And this includes a line tap for the back of the property to keep the water on as well correct?

Best,

Shaun Jolley | Project Manager

Pacific West Builders

C: 503.351.0620

D: 208.854.8190

O: 208.461.0022

430 E. State St., Suite 100

Eagle, ID 83616



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From: Jared Ajlouny <jared@dacoconstructs.com>
Sent: Wednesday, July 12, 2023 2:17 PM
To: Shaun Jolley <ShaunJ@tpchousing.com>
Subject: 308 Sango - 12" Main Replacement

See attached for pricing. It is just above the ROM I gave after the deduct.

Amount for main offset already in contract. \$24,435.

$\$179,930 - \$24,435 = \$155,495$

Jared Ajlouny

DACO Construction

General Engineering Contractor

(408) 390-3443 Cell

(408) 606-3464 Office

License 1004787

www.dacoconstructs.com

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one:	350-3718	\$153,000	350-951-4841	\$153,000
☒ Budget Appropriation				
☐ Budget Transfer				

Recommendation: (1) Authorize the City Manager to execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P.; and (2) Approve budget appropriation in the amount of \$153,000.00 to the non-departmental operating budget in the TASP fund.

BACKGROUND:

On August 5, 2021, the City Council approved a Site Development Permit No. SD19-0014, Density Bonus Permit No. DB19-0001, Tree Removal Permit No. TR19-0029 and Environmental Assessment No. EA19-0007 to allow demolition of an existing industrial building, removal of three protected trees, and development of a multi-family residential building, up to 77 feet (six stories) in height, with up to 85 dwelling units (100% affordable), a ground-floor parking garage with up to 48 vehicles spaces, and 20,788 square feet of public and private open space on a 1.11-acre parcel located at 308 Sango Court (APN 086-36-036) within the Milpitas Metro Specific Plan area.

Projects within the TASP area are required to pay TASP Development Impact Fees (TASP Fee) to be used for design and construction of certain public facilities and improvements within the TASP area. In addition to the construction of the required TASP improvements for the project, the City requested the Developer to also replace an existing 12-inch domestic water main within an existing 10-PSUE along the western edge of the property. The location of the existing water main in relation to the final configuration of the proposed above-ground facilities for the 308 Sango Court Residential Project would make it very difficult for the City to replace the water line without incurring a significant cost in the future. The water main replacement will serve more than the Developer's properties within the TASP Area. The developer will be reimbursed a percentage of the actual cost to replace the water main, which is estimated not to exceed \$153,000 from the TASP Fund.

A Fee Reimbursement Agreement is proposed to allow for the reimbursement against the TASP Fund paid by the Developer for replacement of the existing 12" Domestic Water Main. The Fee Reimbursement Agreement has been reviewed by the City Attorney as to form.

ANALYSIS:

Staff recommends the City Council grant authorization to the City Manager to execute the Fee Reimbursement Agreement for the construction of the TASP Public Improvements. The Developer will be reimbursed for a percentage, up to 85%, of the actual cost for the construction of the new public improvements eligible for reimbursement for the design and construction of the new 12 inch domestic water main line that runs along the entire site western public service utility easement, which are estimated not to exceed \$153,000.

POLICY ALTERNATIVE(S):

Alternative 1:

Do not approve granting authorization to the City Manager to approve the Fee Reimbursement Agreement Amendment.

Pros: None

Cons: If the Fee Reimbursement Agreement is not authorized the City would have to find other means to construct the public improvements or have to construct the public improvements ourselves. The City has determined that there will be greater efficiency if the Developer replaces the new 12-inch domestic water main during the construction of their project.

Reason for Not Recommending: Granting acceptance of installed public improvements would allow the City to own and maintain the improvements and would ensure that water main infrastructure stay up to date and reduce the risk of infrastructure failure.

FISCAL IMPACT:

The fee reimbursement for the public improvements would be funded by the TASP Fee. The actual amount of the reimbursement will be based upon the actual cost for design and construction of the improvements. The estimated reimbursement amount is not to exceed \$153,000. A budget appropriation is needed from the TASP Fund.

California Environmental Quality Act (CEQA):

The project entails replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced and is exempt from CEQA pursuant to Cal. Code Regs., tit. 14, § 15302. As an independent justification, the project site is located within the TASP planning area and is therefore further exempt from environmental review pursuant to CEQA Guidelines Section 15168(c), in that the project scope falls under the covered activities in the Transit Area Specific Plan EIR, SCH#2006032091 certified by the City Council on June 3, 2008.

RECOMMENDATION:

Authorize the City Manager to Execute the Fee Reimbursement Agreement for Transit Area Specific Public Facilities and Public Improvements at the 308 Sango Court Project by Milpitas Pacific Associates, L.P. Approve budget appropriation of \$153,000 to the non-departmental operating budget in the TASP fund.

Attachment(s):

Attachment 1: Fee Reimbursement Agreement

Attachment 2: Budget Change Form

☐ Check if City Council Approval required.

Meeting: August 15, 2023

Requested by:	Department Head: Roberto Alonzo	Date:
Reviewed by:	Finance Director: Lauren Lai	Date:
Approved by:	Acting City Manager: Ned Thomas	Date:
Date approved by City Council, if required:		Confirmed by:



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive and Review the FY 2022-23 Annual Report of Sole Source Contracts Lauren Lai, Finance Director, 408-586-3111
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/15/2023
	<u>Recommendation:</u> Receive and Review the FY 2022-23 Annual Report of Sole Source Contracts

BACKGROUND:

The Purchasing Agent is authorized by the City's municipal code to make sole source determinations after conducting a good faith review of available sources and concluding that only one procurement source (vendor) for the desired product or service is available. Following past practice, the Purchasing Agent approves sole source purchases up to \$100,000.00 and the Council approves sole source purchases above \$100,000.00 based on the Purchasing Agent's recommendation.

Per Title I, Chapter 2, Section 3.06 of the Milpitas Municipal Code, staff shall provide annually to the City Council a list of all sole source contracts executed or renewed during the past fiscal year not later than August 31. This agenda report transmits the information required in an attached list of sole source purchases and renewals including department, short product description, vendor name, and dollar amount.

ANALYSIS:

During the reporting period, 22 sole source contracts or purchase orders amounting to \$859,086.79 were entered into or renewed on behalf of six departments. The attached report groups contracts or purchase orders executed or renewed by department and provides relevant information for items such as the department, short product description, vendor name, and dollar amount.

Sole Source purchases are approved for various reasons. Some of these reasons are outlined below with some examples for these Sole Source purchases and the vendors' name in parenthesis.

- 1) The product is a "one of a kind," the manufacturer, distributor, or company is the only authorized source for the product or service. Notable example: Online investigative database (LexisNexis)
- 2) The sole source justification is based on matching existing equipment for the proper operation of the equipment or City Program. Notable example: Stryker LifePak 15 Monitor/Defibrillators (Stryker Medical)

POLICY ALTERNATIVE(S):

Alternative 1:

Pros: Receiving the report by August 31 annually is in compliance with Muni Code Section I-2-3.06 Sole Source Procurement

Cons: Not receiving the report would not be in compliance with Muni Code Section I-2-3.06 Sole Source Procurement

Reason for Not Recommending: It is in the City's best interest to not be out of compliance with Muni Code Section I-2-3.06 Sole Source Procurement

FISCAL IMPACT:

There is no fiscal impact to receive this informational report.

California Environmental Quality Act (CEQA):

The action being considered has no potential for causing a significant effect on the environment and is exempt from The California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 1561 (b)(3).

RECOMMENDATION:

Receive and review the FY 2022-23 annual Sole Source Report

Attachment(s):

FY 2022-23 Sole Source Report

FY 22-23 Annual Sole Source Report

Department	Description	Vendor	Amount
Engineering	Delano Manongs Park Sign	EnviroSigns	\$10,935.63
Total			\$10,935.63

Finance	Business License and Transient Occupancy Tax On-line Filing and Payment	HdL	\$21,085.46
Total			\$21,085.46

Fire	F 550 Fire Vehicle	City of San Jose	\$12,500.00
Fire	Intterra Reporting and Analytics	Intterra	\$15,000.00
Fire	Milpitas Fire Policy Manual	Lexipol LLC	\$11,289.83
Fire	Annual license for (CPR/ first responder civilian app)	Pulse Point	\$8,000.00
Total			\$46,789.83

IT	Drive OCR Software	MRC Smart Technology Solutions	\$58,573.37
Total			\$58,573.37

Police	Officer Safety Plan 7	Axon Enterprise, Inc.	\$182,635.80
Police	LifePak 15 V4 Monitor/ Defibrillators	Stryker Sales Corp	\$220,107.43
Police	KBT Breaching Tool	Aardvark	\$11,435.47
Police	SIONICS Rifles with Accessories	Sionics Weapon Systems	\$12,620.78
Police	Range Maintenance	Action Target	\$35,000.00
Police	NIJ Level III Ballistic Shields	Galls	\$18,233.65
Police	Firearm Suppressors	TI Fighter Industries	\$19,906.37
Police	SpeakWrite VoiceReports	SpeakWrite	\$16,100.00
Police	International Business Information Technologies, Inc. dba LEFTA Systems	LEFTA	\$7,755.00
Police	Online Investigative Database	Lexis Nexis	\$2,300.00
Police	Automated License Plate Reader	Flock Group	\$117,500.00
Police	ADACS Monitor Upgrades	SyTech	\$10,308.00
Total			\$653,902.50

Public Works	Monoclor RCS Trailer Rental	PSI Water Technology	\$38,880.00
Public Works	SmartLevel Monitoring System	Hadronex, Inc. dba SmartCover Systems	\$10,920.00
Public Works	Subscription and Training	SeeClickFix, Inc	\$18,000.00
Total			\$67,800.00

Grand Total			\$859,086.79
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Over \$100,000.00	\$520,243.23
Under \$100,000.00	\$338,843.56



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Approving the City of Milpitas Investment Policy for Fiscal Year 2023-24 (Staff Contact: Lauren Lai, Finance Director, 408-586-3111)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	8/15/2023
	<u>Recommendation:</u> Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2023-24

BACKGROUND:

California state law regarding the investment of public funds requires all local agencies to develop an investment policy that must be considered annually by the legislative body of the local agency at a public meeting. Staff works closely with the City's investment advisor, Chandler Asset Management, to review and update the City's investment policy for Council consideration, ensuring that the policy captures the latest changes to California Government Code as well as best practices. Chandler Asset Management manages approximately \$33 billion, primarily comprising California local governments. Chandler has been working with local governments for over 30 years. Therefore, the Investment Policy (the Policy) for the City of Milpitas is submitted for Council's annual review and approval.

ANALYSIS:

Staff and the City's investment advisor collaborated in reviewing the City's current Investment Policy and determined that the Policy continues to be in compliance with the provisions of the California Government Code (Code), Sections 16340, 16429.1-16429.4 and 53600-53686, the authority governing investments for municipal governments. There were changes to the statutes that govern the City's investments as a result of the State's adoption of Senate Bill 1489. Senate Bill 1489 specifies, among other changes, that the term to maturity of any investment shall be measured from the date of trade settlement rather than the trade date. The City has already measured maturity as prescribed in the Bill. Moreover, the Bill modifies the amount of time City staff has to submit quarterly reports to the City Council from 30 to 45 days. This is the sole change staff and the City's investment advisor are recommending the City adopt for fiscal year 2023-24.

FISCAL IMPACT:

None – There is no fiscal impact as a result of the changes recommended to the policy.

California Environmental Quality Act (CEQA):

The action is a fiscal activity of the City government or an action to create a City government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Adopt a resolution of the City of Milpitas approving the Investment Policy for FY 2023-24.

Attachment(s):

1. Draft Resolution
2. Investment Policy (clean version)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING THE
INVESTMENT POLICY FOR FISCAL YEAR 2023/2024**

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

WHEREAS, the legislative body of a local agency may invest surplus monies not required for the immediate needs of the local agency in accordance with the provisions of California Government Code Section 53601 *et seq.*; and

WHEREAS, the Treasurer of the local agency shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting; and

WHEREAS, the Investment Policy was last reviewed and approved by the City Council pursuant to Resolution No. 9188 on August 16, 2022.

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 has reviewed and considered the Investment Policy, including any changes, attached hereto as **Exhibit A**, and the Investment Policy for Fiscal Year 2023/2024 is hereby approved.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

Exhibit A

CITY OF MILPITAS INVESTMENT POLICY-Fiscal Year 2023-24

POLICY OVERVIEW

PURPOSE

The purpose of this policy is to establish overall guidelines for the management and investment of the City of Milpitas (the City) unexpended funds under authority granted by the City Council. This policy is in compliance with the provisions of the California Government Code, Sections 16340, 16429.1- 16429.4, and 53600-53686, the authority governing investments for municipal governments.

INVESTMENT OBJECTIVES

The primary objectives of this investment policy, in order of priority, are safety, liquidity, and return:

- 1) **Safety** - Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. This objective shall be accomplished by mitigating credit risk and market risk.
- 2) **Liquidity** - The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This objective shall be accomplished by structuring the portfolio so that securities mature concurrently with anticipated needs. The portfolio shall consist largely of securities with active secondary or resale market. Furthermore, a portion of the portfolio may be placed in money market funds or Local Agency Investment Fund (LAIF) which offer same day liquidity for short term investment.
- 3) **Return** - The investment portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Nevertheless, investment performance shall be continually monitored and evaluated by the City Treasurer by comparison with other investment portfolio benchmarks.

Additionally, investments are to be made that will bear in mind the responsibility of City government to its citizens. The following investment considerations, which enhance the quality of life, will be adhered to:

- **Divestment From Publicly-Traded Fossil Fuel Companies** - The City of Milpitas has a responsibility to protect the lives and livelihoods of its inhabitants from the threat of climate change. The City believes that its investments should support a future where all citizens can live healthy lives without the negative impacts of a warming environment. For the purposes of the Investment Policy, a "fossil fuel company" shall be defined as any of the two hundred publicly-traded companies with the largest coal, oil and gas reserves as measured by the

gigatons of carbon dioxide that would be emitted if those reserves were extracted and burned, as listed in the Carbon Tracker Initiative's "Unburnable Carbon" report. Staff responsible for managing the City's investment portfolio are directed to divest all City investment funds held in fossil fuel companies once they reach their maturities and are prohibited from making any new investments in such companies.

SCOPE

The investment policy applies to all financial assets of the City of Milpitas as accounted for in the Annual Comprehensive Financial Report (ACFR), including but not limited to the funds listed below:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Debt Service Fund
- Enterprise Funds
- Internal Service Fund
- Trust and Agency Funds
- Any new fund created by the City Council unless specifically exempted with the exception of the following:
 - 1) The City's Deferred Compensation Plan is excluded because it is managed by a third-party administrator and invested by individual plan participants.
 - 2) Proceeds of debt issuance shall be invested in accordance with the investment objectives of this policy. However, such proceeds are generally invested in accordance with permitted investment provisions of their specific bond indentures. If the City Treasurer determines that the matching of bond reserve fund with the maturity schedule of an individual bond issue is prudent, the investment policy authorizes extending beyond the five year maturity limitation as outlined in this document.

STANDARDS OF CARE

- 1) Prudence** - Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the Prudent Investor Standard:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual

security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

- 2) **Ethics and Conflict of Interest** - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair their ability to make impartial investment decisions. City employees involved in the investment process shall disclose to the City Manager any material financial interest in financial institutions that conduct business within the jurisdiction. They shall further disclose any large personal financial/investment positions that could affect the performance of the investment portfolio.
- 3) **Delegation of Authority** - Authority to manage the investment program is derived from California Government Code, Sections 41006 and 53600 et seq and granted to the City Treasurer by Section VI-1-3.04 of the City of Milpitas Municipal Code. Under the oversight of the City Treasurer, responsibility for the operation of the investment program may be delegated to the Finance Administration staff, who shall act in accordance with established written procedures and internal controls consistent with the investment policy. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the subordinate staff members. The system of internal controls includes separation of duties, custodial safekeeping, avoidance of physical delivery securities, development of wire transfer agreement, and clear delegation of authority to subordinate staff members. The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy. The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

INVESTMENT GUIDELINES

INVESTMENT PARAMETERS

- 1) **Maximum Maturities** - To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five (5) years from the date of trade settlement. The intent to invest in securities beyond the five year maturity limitation shall be disclosed in writing to the City Council no less than 3 months prior to the investment. Reserve funds established by the issuance of bonds and other funds with longer-term investment horizons may be invested in securities exceeding five years if the maturity of such investments are made to coincide with the expected use of funds.
- Competitive Bidding** - It is the policy of the City to require that, where possible, all transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

PERFORMANCE EVALUATION/BENCHMARK

- The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments. Investment performance is continually monitored and evaluated by the City Treasurer. Investment performance statistics and activity reports are prepared on a quarterly basis for presentation to the City Manager and City Council within 30 days of the end of the quarter.
- The City Treasurer shall select an appropriate, readily available index to use as a market benchmark. The benchmark should be commensurate with the level of market risk of the portfolio, and should serve as a measure of risk, interest income, and fair value appreciation. Samples of readily available benchmarks include Intercity Exchange/Bank of America/Merrill Lynch 1-3 Year or 1-5 Year Treasury Indices.

SAFEKEEPING OF SECURITIES

- To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third party bank trust department, acting as agent for the City under the terms of a custody agreement or master repurchase agreement. All trades executed by a dealer will settle delivery vs. payment (DVP) through the City's safekeeping agent.
- Securities held in custody for the City shall be reviewed and verified quarterly by Finance staff who has not been assigned to the investment function.

INTERNAL CONTROL

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits to be derived and that the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third party custodian

REPORTING

The City Treasurer shall review and render quarterly reports to the City Manager and City Council which shall include the par and dollar amount of the investment, the classification of the investment, the percentage of the total portfolio which each type of investment represents, the name of the institution or entity, the rate of interest, the maturity date, the current market value, and the source of the market value.

- Statement that the projected cash flow is adequate to meet expected obligations over the next six months.

- A report of transactions by month.
- The weighted average maturity of the investment portfolio.
- The average weighted yield to maturity of the portfolio as compared to the applicable benchmark.
- Statement of compliance with the investment policy.
- The report is due within 45 days of the end of the quarter.
- The City Manager may, at his discretion, require this reporting on a monthly basis based upon market conditions.

QUALIFIED BROKER/DEALERS

- The City shall transact business with financial institutions and security broker/dealers after careful review of their qualifications and creditworthiness. All dealers who desire to do business with the City shall provide the necessary information (e.g. audited financial statements, proof of state registration, proof of National Association of Securities Dealers certification, etc.) from which the City can determine their creditworthiness, the existence of any pending legal action against the firm or the individual broker as well as an understanding of the security markets that they service. The City Treasurer shall annually send a copy of the current investment policy to all financial institutions and broker/dealers approved to do business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.
- In accordance with California Government Code Section 53601.5, Any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary dealer by the Federal Reserve bank.
- Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

COLLATERAL REQUIREMENTS

Collateral is required for investments in non-negotiable certificates of deposit and repurchase agreements. In order to reduce market risk, the collateral level shall be at least 102% of market value of principal and accrued interest and marked-to-market weekly. Securities acceptable as collateral shall be the direct obligations of or are fully guaranteed as to principal and interest by the United States or any agency of the United States.

The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

AUTHORIZED INVESTMENTS

Investment of City funds is governed by the California Government Code, Sections 16340, 16429.1-16429.4, and 53600-53686. Within the context of the limitations, the following investments are authorized, as further limited herein. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum

credit quality requirements listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

- 1) **United States Treasury Bills, Bonds, and Notes** or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio which can be invested in this category, though a five year maturity limitation is applicable.
- 2) **Federal Agency Obligations** or United States Government-Sponsored Enterprise (GSE) obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government sponsored enterprises. There is no percentage limitation of the portfolio which can be invested in this category, although a five year maturity limitation is applicable. Additionally, no more than 30% of the portfolio may be invested in any single Agency/GSE issuer, and the maximum percent of agency callable securities in the portfolio will be 20%.
- 3) **Banker's Acceptances**- Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one nationally recognized statistical rating organization (NRSRO), or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO. Purchase of banker's acceptances may not exceed 180 days maturity or 40% of the value of the portfolio. Furthermore, no more than 5% of the value of the portfolio may be invested in the banker's acceptances of any one commercial bank.
- 4) **Commercial Paper** of the highest letter and number rating as provided by at least one NRSRO, either:
 - Issued by general corporations organized and operating within the United States, having assets in excess of \$500,000,000 and having a rating in the rating category of "A" or its equivalent or better rating on debt other than commercial paper as provided by at least one NRSRO, or
 - Issued by entities organized within the United States as a special purpose corporation, trust, or limited liability company. The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond. The securities must be rated "A-1" or its equivalent or better by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the value of the portfolio. No more than 5% of the portfolio may be invested in any single issuer. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than \$100,000,000.

- 5) **Negotiable Certificates of Deposit** issued by nationally or state chartered banks, a savings association or a federal association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30% of the value of the portfolio. No more than 5% of the portfolio may be invested in any single issuer. A maturity limitation of five years is applicable. The amount of the NCD insured upto the FDIC limit does not require any credit ratings. Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- 6) **Repurchase Agreements** - Repurchase agreements collateralized with securities authorized under in accordance with California Government Code Section 53601(j). There are no limits on the dollar amount or percentage that the City may invest. The maturity of the repurchase agreements shall not exceed one year. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff weekly and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Master Repurchase agreement is required between the City and the dealer for all repurchase agreements transacted.
- 7) **Time Deposits** - Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. A maturity limitation of five years is applicable.
- 8) **Medium-Term Corporate Notes** issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated in a rating category of "A" or its equivalent better by at least one NRSRO. Purchase of medium-term notes may not exceed 30% of the value of the portfolio and no more than 5% of the value of the portfolio may be invested in notes issued by one corporation.
- 9) **Local Agency Investment Fund (LAIF)** - a State of California managed investment pool may be used up to the maximum permitted in accordance with California Government Code Section 16429.1.
- 10) **Money Market Funds** - Money Market funds invested in U.S. Government securities are permitted under this policy and under the California Government Code Section 53601. In order to be eligible for investment under this section, an investment objective of such a fund must be the maintenance of a price per share of \$1.00. Investment in such funds shall not exceed 20% of the City's total portfolio and no more than 10% of the City's total portfolio may be invested in any one money market fund. In addition, either one of the following criteria must be met:
- The fund shall have achieved a rating of "AAA" by at least two nationally recognized statistical rating organizations, or
 - The fund shall have retained an advisor who is registered or exempt from registration with the Security Exchange Commission with not less than five years' experience managing money market funds with assets under management in excess of five hundred million dollars (\$500,000,000).
- 11) **Municipal Securities** – including obligations of the City, the State of California, and any local agency within the State of California, provided that:

- The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

12) Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California., provided that:

- The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
- No more than 5% of the portfolio may be invested in any single issuer.
- No more than 30% of the portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

13) Asset-Backed, Mortgage-backed, Mortgage Passthrough Securities, and Collateralized Mortgage Obligations From Issuers Not Defined In Sections 1 And 2 of the Authorized Investments Section of this Policy, provided that:

- The securities are rated in a rating category of “AA” or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

14) Collateralized Bank Deposits—City’s deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

15) Supranational Securities—provided that Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank. The securities must be rated in a rating category of “AA” or its equivalent or better by a NRSRO. No more than 30% of the total portfolio may be invested in these securities. No more than 10% of the portfolio may be invested in any single issuer. The maximum maturity does not exceed five (5) years.

INELIGIBLE INVESTMENTS AND INVESTMENT PRACTICES

Ineligible investments are those that are not described herein, including but not limited to, common stocks, reverse repurchase agreements, inverse floaters, range notes, mortgage derived interest only strips, derivatives securities, or any security that could result in zero interest accrual. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited. Purchasing or selling securities on margin is prohibited. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited. The purchase of foreigncurrency denominated securities is prohibited.

RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio: Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City’s risk preferences.
- If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
 - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
 - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council as part of the Quarterly Investment Report.

Mitigating Market Risk in the Portfolio: Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark as described in the Performance Evaluation/Benchmark section of this policy; an index selected by the City based on the City’s investment objectives, constraints and risk tolerances.

INVESTMENT POOLS/MUTUAL FUNDS

The Agency shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

INTEREST EARNINGS

All moneys earned and collected from investments authorized in this policy shall be allocated monthly to various fund accounts based on the cash balance in each fund as a percentage of the entire pooled portfolio.

ANNUAL POLICY APPROVAL

The City's investment policy shall be adopted by resolution of the City Council on an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to City Council for approval.

GLOSSARY OF TERMS

Accrued Interest- Interest earned but not yet received.

Active Deposits- Funds which are immediately required for disbursement.

Amortization- An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage- Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

Asked Price- The price a broker dealer offers to sell securities.

Banker's Acceptance- A high quality, short term money market instrument used to finance international trade. There has never been an instance of a failure to pay a banker's acceptance in full at its maturity date.

Basis Point- One basis point is one hundredth of one percent (.01).

Bid Price- The price a broker dealer offers to purchase securities.

Bond- A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Value- The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker- Someone who brings buyers and sellers together and is compensated for his/her service.

Certificate of Deposit- A deposit insured up to \$250,000 by the FDIC at a set rate for a specified period of time.

Collateral- Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Commercial Paper- Short-term, negotiable unsecured promissory notes of corporations.

Annual Comprehensive Financial Report (ACFR)- The official annual financial report for the City, prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Coupon- The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Risk - Defined as the risk of loss due to failure of the issuer of a security.

Current Yield- The interest paid on an investment expressed as a percentage of the current price of the security.

Custodian- A bank or other financial institution that keeps custody of stock certificates and other assets.

Defeased Bond Issues- Issues that have sufficient money to retire outstanding debt when due so that the agency is released from the contracts and covenants in the bond document.

Delivery vs. Payment (DVP)- Delivery of securities with a simultaneous exchange of money for the securities.

Derivative- Securities that are based on, or derived from, some underlying asset, reference date, or index.

Discount- The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Diversification- Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Duration- A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its

price volatility for given changes in interest rates.

Fannie Mae- Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Federal Reserve System- The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

Federal Deposit Insurance Corporation (FDIC)- Insurance provided to customers of a subscribing bank which guarantees deposits to a set limit (currently \$250,000) per account.

Fed Wire- A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Freddie Mac- Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae- Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

Government Accounting Standards Board (GASB)- A standard-setting body, associated with the Financial Accounting Foundation, which prescribes standard accounting practices for governmental units.

Guaranteed Investment Contracts (GICS)- An agreement acknowledging receipt of funds, for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid.

Inactive Deposits- Funds not immediately needed for disbursement.

Interest Rate- The annual yield earned on an investment, expressed as a percentage.

Investment Agreements- An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Liquidity- An asset that can easily and rapidly be converted into cash without significant loss of value.

Local Agency Investment Fund (LAIF)- A pooled investment vehicle for local agencies in California sponsored by the State of California and administered by the State Treasurer.

Local Agency Investment Pool- A pooled investment vehicle sponsored by a local agency or a group of local agencies for use by other local agencies.

Market Risk- Defined as market value fluctuations due to overall changes in the general level of interest rates.

Market Value- The price at which a security is trading and could presumably be purchased or sold.

Maturity- The date upon which the principal or stated value of an investment becomes due and payable.

Modified Duration- A measure of exposure to market risk of a security or a portfolio. It is the percent change in the price of a security (portfolio) or a 100 basis point change in the security's (portfolio's) yield.

Mutual Funds- An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments.

Negotiable Certificate of Deposit- A large denomination certificate of deposit which can be sold in the open market prior to maturity.

New Issue- Term used when a security is originally "brought" to market.

Note- A written promise to pay a specified amount to a certain entity on demand or on a specified date.

Par Value- The amount of principal which must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in \$1,000 increments per bond.

Perfected Delivery- Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Portfolio- Combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset. The purpose of a portfolio is to reduce risk by diversification.

Primary Dealer- A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Principal- The face value or par value of a debt instrument, or the amount of capital invested in a given security.

Prospectus- A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement")

Prudent Investor Standard- A standard of conduct where a person acts with care, skill, prudence, and diligence when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

Purchase Date- The date in which a security is purchased for settlement on that or a later date.

Rate of Return- The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (REPO)- A transaction where the seller agrees to buy back from the buyer (City) the securities at an agreed upon price on demand or at a specified date.

Reverse Repurchase Agreement (REVERSE REPO)- A transaction where the seller (City) agrees to

buy back from the buyer the securities at an agreed upon price on demand or at a specified date.

Risk- Degree of uncertainty of return on an asset.

Rule G-37 of the Securities Rulemaking Board- Federal regulations to sever any connection between the making of political contributions and the awarding of municipal securities business.

Safekeeping Service- An arrangement under which a third party institution holds securities or valuables under safe, controlled conditions. A safekeeping arrangement is evidenced by a safekeeping receipt.

Sallie Mae- Trade name for the Student Loan Marketing Association (SLMA), a U.S. sponsored corporation.

Secondary Market- A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC)- The federal agency responsible for supervising and regulating the securities industry.

Settlement Date- The date on which a trade is cleared by delivery of securities against funds.

Tax and Revenue Anticipation Notes (TRANS)- Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

Time Certificate of Deposit- A non-negotiable certificate of deposit which cannot be sold prior to maturity.

Treasury Bills- U.S. Treasury Bills which are short-term, direct obligations of the U.S. Government issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of \$10,000 in multiples of \$5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis.

Trustee or trust company or trust department of a bank- A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

Underwriter- A dealer which purchases a new issue of municipal securities for resale.

U.S. Government Agencies- Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

U.S. Treasury Obligations- Debt obligations of the United States Government sold by the Treasury Department in the forms of Bills, Notes, and Bonds. Bills are short-term obligations that mature in 1 year or less and are sold on the basis of a rate of discount. Notes are obligations which mature between 1 year and 10 years. Bonds are long-term obligations which generally mature in **10** years or more.

Weighted Average Maturity (WAM)- The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield- The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity- The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

Yield Curve- A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	City of Milpitas Mutual Aid Assistance Agreement with City of Fremont (Staff Contact: Jason Schoonover, Fire Chief, 408-586-2811)
Category:	Consent Calendar-Public Safety
Meeting Date:	8/15/2023
Recommendation:	Adopt a resolution authorizing the City Manager to execute the Mutual Aid Assistance Agreement with the City of Fremont for Emergency Response Services.

BACKGROUND:

The City of Milpitas Fire Department has worked with the City of Fremont Fire Department under a Mutual Aid Assistance Agreement for many years. In emergency services, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. The most current Mutual Aid agreement with Fremont Fire is dated December 2, 2014. From time to time this agreement is updated. This agreement has benefitted both jurisdictions, which now desire to update the arrangement by entering into a new mutual aid agreement. The intent of this new agreement is to continue providing for mutual aid for use in fire suppression and medical, rescue and other emergency incidents within the individual jurisdictional boundaries of the City of Fremont and the City of Milpitas.

ANALYSIS:

The proposed agreement addresses each party's interest in and need to have a reasonable and reciprocal exchange of emergency medical and rescue, fire and other emergency services on an as-needed basis. Under the agreement an agency may request mutual aid assistance when it determines that outside assistance is necessary to respond to an incident to protect life or property. The assisting agency, after considering its needs and availability of its resources, may authorize mutual aid. The mutual aid resources are to be released when the services are no longer needed or when the assisting agency's resources are required in its jurisdiction. The agreement provides that neither agency will incur liability for failure or refusal to furnish mutual aid assistance, or for recalling resources. The agreement also provides that each agency is responsible for its own personnel and is responsible only for its own acts or omissions.

POLICY ALTERNATIVE(S):

Alternative 1: Elect to not authorize the City Manager to execute the Mutual Aid Agreement with the City of Fremont for emergency response services.

Pros: There are none.

Cons: City would not receive mutual aid assistance from the City of Fremont Fire Department for support in fire suppression, medical, rescue and other emergency incidents.

Reason for Not Recommending: Mutual aid assistance provided by Fremont Fire may be needed from time to time to protect life or property in the City.

FISCAL IMPACT:

All mutual aid services provided under the proposed agreement will be performed without monetary compensation or reimbursement. The agreement states that the mutual advantages, protections and services are adequate compensation for the mutual aid services. The agreement also states that it is intended that the services provided and received by each agency be of equal value. In the event compensation is available from a third party as a result of an incident in which mutual aid services were provided, both agencies will cooperate in pursuing such compensation and in allocating any cost recovery proportionately with the costs incurred by each agency in responding to the incident.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is an organizational or administrative activity of the City government that will not result in direct or indirect physical changes in the environment and is not a project pursuant to Cal. Code of Regs., tit. 14, § 15378.

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute the Mutual Aid Assistance Agreement with the City of Fremont for Emergency Response Services.

ATTACHMENT(S):

1. Agreement between the City of Fremont and the City of Milpitas for Mutual Aid
2. Draft Resolution Approving the Fremont-Milpitas Mutual Aid Agreement
3. 2014 Fremont-Milpitas Mutual Aid Agreement

AGREEMENT BETWEEN THE CITY OF FREMONT AND THE CITY OF MILPITAS FOR MUTUAL AID

This Agreement for Mutual Aid Assistance ("Agreement") is made and entered into on _____, _____, by and between the City of Fremont ("Fremont") and the City of Milpitas ("Milpitas") in Alameda County in the State of California.

RECITALS

WHEREAS, Fremont and Milpitas provide emergency medical and rescue services, and fire protection services within their respective jurisdictional boundaries; and

WHEREAS, Fremont and Milpitas have each historically provided mutual aid assistance to the other upon request for the benefit of Fremont and Milpitas and now desire to formalize this arrangement and confirm the willingness of the City of Fremont and the City of Milpitas to provide emergency assistance to one another to the extent they are each capable; and

WHEREAS, it is in the best interest of Fremont and Milpitas and their respective citizens to ensure that supplemental and reciprocal assistance is available to provide expeditious response to emergency medical and rescue, fire, and other emergency incidents; and

WHEREAS, each party recognizes the need for and desires to provide to the other reasonable and reciprocal exchange of emergency medical and rescue, fire, and other emergency services on an as needed basis; and

WHEREAS, this Agreement is authorized and provided for by various provisions of California law, including, but not limited to Health and Safety Code section 13863 and Government Sections 8631 and 8617, and acts and statutes of the Federal Government, where applicable.

AGREEMENT

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree as follows:

1. PURPOSE.

- A. **Intent.** This Agreement is intended to provide for mutual aid response by an available emergency response unit(s) for use in fire suppression and medical and rescue and other emergency incidents within the individual jurisdictional fire boundaries of Fremont and Milpitas.
- B. **Applicability in Extreme Emergency.** This Agreement is intended to cover day-to-day mutual aid and shall not apply when the California Disaster and Civil Defense Mutual Aid Agreement becomes operative.
- C. **Definitions.** For purposes of this Agreement, the party providing mutual aid into the adjacent jurisdiction shall be identified as the "assisting agency" and the party receiving mutual aid shall be identified as the "agency having jurisdiction".

2. **MUTUAL AID REQUEST AND RESPONSE.**

- A. **Request.** Mutual aid assistance may be requested when in the opinion of the command personnel of the agency having jurisdiction outside assistance is necessary to protect life or property. The agency having jurisdiction, shall within a reasonable period provide the assisting agency with confirmation of the need for assistance including details regarding requested resources, timelines/schedules, and locations for assistance.
- B. **Response.** The command personnel of the assisting agency, after considering the needs of the assisting agency and the availability of resources, may authorize and direct its resources to provide mutual aid assistance. The assisting agency shall within a reasonable period confirm to the agency with jurisdiction the details of the assistance to be provided including resources and anticipated time of response.

Mutual aid response shall consist of the closest available engine company and shall follow each agency's respective jurisdictional guidelines and deployment plan. See **ATTACHMENT A.**

3. **TYPES OF EMERGENCIES.**

- A. **Code 3 Emergencies.** Code 3 emergencies which require the use of red lights and sirens by responding fire units are the only incidents for which mutual aid assistance shall be provided under this Agreement.
- B. **Other Response Calls.** Calls for public service, post-fire investigations, and similar responses which do not require the use of red lights and sirens by the responding fire units are not incidents for which mutual aid assistance shall be provided under this Agreement.

4. **AGENCY HAVING JURISDICTION.**

- A. **Operational Responsibility.** The highest ranking officer of the jurisdiction having authority (the "Officer in Command") will have operational responsibility and the final authority as to strategy and tactics deployed at the incident once an officer for the agency having jurisdiction assumes command of the incident.
- B. **Command Operations.** The first arriving officer of the assisting agency will assume command until an officer from the jurisdiction having authority responds to the incident and assumes command. Thereafter, the assisting agency's resources shall report to the incident commander of the agency having jurisdiction.
- 1) It shall be the responsibility of the Officer in Command to summon additional personnel and equipment, if needed, to handle the emergency.
 - 2) As soon as the Officer in Command determines that no further assistance is required, the Officer in Command will inform its communications center to "cancel" any other responding units.
- C. **Cleanup Operations.** It shall be the responsibility of the agency having jurisdiction to utilize their staffing and equipment for overhaul and cleanup operations after a fire or emergency. The assisting jurisdiction shall not be required to provide assistance for overhaul and cleanup.

5. INCIDENT COMMAND/ASSIGNMENT OF RESOURCES.

- A. **Command Systems.** The Incident Command System (ICS) and the National Incident Command System (NIMS) will be utilized for all incident responses.
- B. **Assignment of Resources.** Resources not pre-assigned to incidents shall officially attach themselves to an incident per the discretion of the agency having jurisdiction or by authority of their command personnel. Assigned units are expected to check into staging or directly to the command post during incidents involving more than a single resource.
- C. **California Firescope.** The equipment and resources deployed should follow the California FIREScope model or be specifically designated in each agency's response or standards of cover plan.
- D. **Control of Assisting Agency's Resources.** The person in charge of the assisting agency's human and equipment mutual aid resources shall retain control of those resources and shall direct them to meet the needs and tasks assigned by the incident commander or other appropriate officer of the agency having jurisdiction.
- E. **Release of Assisting Agency's Resources.** The assisting agency's mutual aid resources shall be released by the agency having jurisdiction when the services of the assisting agency are no longer required or when the assisting agency's resources are needed in their jurisdiction. Assisting agency resources may withdraw from the scene upon notice to the incident commander or other appropriate officer that they are needed in their jurisdiction.

6. LEGAL RELATIONSHIP.

Personnel assigned to provide mutual aid assistance will remain each individual agency's responsibility for purposes of workers compensation laws and benefits.

7. FIRE INCIDENT REPORTING.

The agency having jurisdiction will be responsible for completing, filing, recording, and storing all mandated local and state reports related to a mutual aid response within its jurisdiction and shall provide the assisting agency with a copy of the response report. However, if the agency having jurisdiction does not in fact respond to an incident, the assisting agency will be responsible for completing, filing, recording and storing all mandated local and state reports related to the mutual aid response (unless otherwise provided by law) and shall provide the agency having jurisdiction with a copy of the response report upon request.

8. COMPENSATION.

All mutual aid services provided by the parties under this Agreement shall be performed without monetary compensation or reimbursement. Fremont and Milpitas agree that the mutual advantages, protections, and services afforded by this Agreement are adequate compensation for the mutual aid services to be provided under this Agreement. The parties acknowledge their mutual intent that the value of the services provided and received by each party be equal. The parties agree that to the extent compensation is or may be available from one or more third parties as a result of an incident in which mutual aid services were provided under this Agreement, they shall cooperate to pursue such compensation and allocate any recovery pro rata in accordance with the cost incurred by each entity in responding to the incident.

9. **LIABILITY; INDEMNITY.**

- A. **Liability.** Nothing in this Agreement is intended to affect the legal liability of either party to this Agreement by imposing or requiring any standard of care different than that provided by or existing in applicable law.
- 1) No party shall have any liability for failure or refusal to furnish mutual aid assistance, or for recalling or releasing resources providing mutual aid assistance. Neither party shall make a claim against the other for refusal to provide mutual aid assistance.
 - 2) No debt, liability, or obligation of one party shall be the debt, obligation, or liability of another party. Each party shall be responsible for its own acts and/or omissions.
 - 3) Each party shall be responsible for injuries or death to its own personnel to the extent required by law. Each party, to the extent it is at fault, shall be responsible for damage to or loss of equipment while acting within the scope of this Agreement.
- B. **Insurance.** Each party shall procure and maintain at its own cost such insurance as is required by applicable federal and state law and as may be appropriate and reasonable in its discretion, to cover its personnel, equipment, vehicles and property, including, but not limited to, liability insurance, worker's compensation, unemployment insurance, automobile liability and property damage. Each party may self- insure when appropriate.
- C. **Indemnity.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code Section 895.6, Fremont and Milpitas agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead Fremont and Milpitas agree that pursuant to Government Code Section 895.4, each party shall fully indemnify, defend and hold the other party, its officers, employees and agents, harmless from any claim, expense or cost (including court costs and reasonable attorney's fees), damage or liability imposed for injury (as. defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. Neither party, nor any of its officers, employees or agents, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement.

10. **NEAR MISS REPORTING SYSTEM.**

Parties to this Agreement shall participate in the National Near Miss Reporting system. Each agency shall endeavor to participate in the critique or evaluation of special incidents or incidents that are two alarms or greater. This evaluation shall include lessons learned, positives and need improvements and evaluation of alarm escalation and legitimacy.

11. EVALUATION.

During the term of this Agreement, the Fire Chiefs or designee of each party shall jointly evaluate the effectiveness of the Agreement, which may include a review of the number of mutual aid incidents, any issues with the mutual aid request or response process, areas for improvements and any other issues that may have arisen in connection with the Agreement. The evaluation shall occur at such regular intervals as may be mutually agreed upon by the Fire Chiefs.

12. TERM; TERMINATION.

The term of the Agreement shall commence upon its execution by both parties and unless terminated earlier as provided below, shall continue in effect through **five (5) years from date signed**. This Agreement may be terminated by either party at any time during its term through its Fire Chief or designee, by providing not less than thirty (30) calendar days advance written notice of withdrawal to the other party.

13. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as, or deemed to be, for the benefit of any third party; and no third party shall have any right of action under this Agreement.

14. NOTICES.

All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: FREMONT
3300 Capitol Ave
Fremont, CA 94538

TO: MILPITAS
777 S. Main St
Milpitas, CA 95035

15. HEADINGS.

The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

16. SEVERABILITY.

If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

17. GOVERNING LAW, JURISDICTION, AND VENUE.

The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or the County of Santa Clara.

18. MODIFICATIONS; AUTHORITY OF CHIEFS.

- A. **Written Amendment.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- B. **Fire Chief Authority.** The Fire Chiefs shall have the authority to agree on the details relating to methods of requesting mutual aid, identification of personnel authorized to send and receive mutual aid requests, identification of equipment and personnel that will respond to mutual aid requests and any other performance or procedural measures necessary to implement this agreement.

FREMONT

BY: _____

ITS: _____

DATE: _____

BY: _____

ITS: _____

DATE: _____

MILPITAS

BY: _____

ITS: _____

DATE: _____

BY: _____

ITS: _____

DATE: _____

ATTACHMENT A

AGREEMENT BETWEEN THE CITY OF FREMONT AND THE CITY OF MILPITAS FOR MUTUAL AID

1. Deployment Plan.

- A. As the providing agency, the Fremont Fire Department will typically commit no greater than One (1) Engine Company, One (1) Truck Company and One (1) Battalion Chief to the scene of a working fire.
- B. It is also the understanding that in the Assignment of Resources (Section 5E) of this agreement, the said Engine Company of a providing agency can be utilized following the code three response to the incident for purposes of short term duration station coverage.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE
CITY MANAGER TO EXECUTE THE MUTUAL AID AGREEMENT WITH THE CITY OF
FREMONT FOR EMERGENCY RESPONSE SERVICES**

WHEREAS, Fremont and Milpitas provide emergency medical and rescue services, and fire protection services within their respective jurisdictional boundaries; and

WHEREAS, Fremont and Milpitas have each historically provided mutual aid assistance to the other upon request for the benefit of Fremont and Milpitas and now desire to formalize this arrangement and confirm the willingness of the City of Fremont and the City of Milpitas to provide emergency assistance to one another to the extent they are each capable; and

WHEREAS, it is in the best interest of Fremont and Milpitas and their respective citizens to ensure that supplemental and reciprocal assistance is available to provide expeditious response to emergency medical and rescue, fire, and other emergency incidents; and

WHEREAS, each party recognizes the need for and desires to provide to the other reasonable and reciprocal exchange of emergency medical and rescue, fire, and other emergency services on an as needed basis; and

WHEREAS, there has been submitted to the City Council of the City of Milpitas a proposed Agreement to be entered into by and between the City of Milpitas and City of Fremont a copy of which is attached hereto as **Exhibit A** and is made a part hereof.

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 approves the Agreement attached hereto as **Exhibit A** and authorizes the City Manager to execute the Agreement for and on behalf of the City of Milpitas.

PASSED AND ADOPTED this _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Mutalipassi, City Attorney

DRAFT _____
FINAL X

Item # C13.

**CITY OF FREMONT
AGREEMENT APPROVAL ROUTING**

City Council Approval: Date: 12/9/14 Item No. 2E (attach Co. report) CAO Contract No. 15-0098

Dollar Amount or **Value**: current amount of Agreement \$ _____

Parties to Agreement: _____ City of Fremont
and
_____ City of Milpitas _____

Contractor Selection: Process/Date n/a

Contract Description: Mutual Aid Agreement

Contact Person: Corina Campbell Dept. Fire Ext. 4295

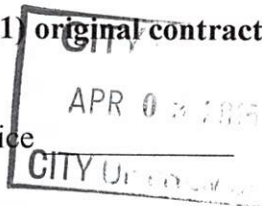
COF Standard Form: Yes No Any modifications?: **Yes** **No** (must be filled in)
Modifications include changes to standard language and/or **bonding/ insurance requirements**.

If **yes**, specifically **identify modifications**. If bonding has been waived for Public Works/Maintenance, under \$25,000 in part or full, state reasons and indicate Dept. Director or Division Head approval: _____

Route for initial and final signature:

	Initial	Date
1. Staff Contact Person/Project Mgr./Sr. Staff (if required)	<u> CC </u>	<u> 3/24/15 </u>
2. Division Head	<u> </u>	<u> </u>
3. Purchasing (for contracts that were solicited through Purchasing, excluding PWC projects)	<u> </u>	<u> </u>
4. Dept. Director <i>*Director shall initial at this step if contract amount is over Director's signature authority, otherwise send directly to City Attorney</i>	<u> DK </u>	<u> 3/25/15 </u>
6. City Attorney	<u> NM </u>	<u> 3-26-15 </u>
7. Risk Mgr.	<u> m </u>	<u> 3-25-15 </u>
8. City's Authorized Representative <u> Jessica </u>	<u> JB </u>	<u> 4-2-15 </u>
9. City Clerk receives one (1) original contract (City Clerk is the repository for all City contracts).		

Date Received by Clerk's Office



Clerk staff signature DP

only one original to CMO for signature

AGREEMENT BETWEEN THE CITY OF FREMONT AND THE CITY OF MILPITAS
FOR MUTUAL AID

This Agreement for Mutual Aid Assistance ("Agreement") is made and entered into on Dec. 2, 2014, by and between the City of Fremont ("Fremont") and the City of Milpitas ("Milpitas") in Alameda County in the State of California

RECITALS

WHEREAS, Fremont and Milpitas provide emergency medical and rescue services, and fire protection services within their respective jurisdictional boundaries; and

WHEREAS the Fremont and Milpitas have each historically provided mutual aid assistance to the other upon request for the benefit of Fremont and Milpitas and now desire to formalize this arrangement and confirm the willingness of the Fremont and the Milpitas to provide emergency assistance to one another to the extent they are each capable; and

WHEREAS, it is in the best interest of Fremont and Milpitas and their respective citizens to ensure that supplemental and reciprocal assistance is available to provide expeditious response to emergency medical and rescue, fire and other emergency incidents; and

WHEREAS, each party recognizes the need for and desires to provide to the other reasonable and reciprocal exchange of emergency medical and rescue, fire and other emergency services on an as needed basis; and

WHEREAS, this Agreement is authorized and provided for by various provisions of California law, including, but not limited to Health and Safety Code section 13863 and Government Sections 8631 and 8617, and acts and statutes of the Federal Government, where applicable.

AGREEMENT

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree as follows:

1. PURPOSE.

- A. Intent. This Agreement is intended to provide for mutual aid response by an available emergency response unit(s) for use in fire suppression and medical and rescue and other emergency incidents within the individual jurisdictional fire boundaries of Fremont and Milpitas.
- B. Applicability In Extreme Emergency. This Agreement is intended to cover day-to-day mutual aid and shall not apply when the California Disaster and Civil Defense Mutual Aid Agreement becomes operative.

- C. Definitions. For purposes of this Agreement, the party providing mutual aid into the adjacent jurisdiction shall be identified as the “assisting agency” and the party receiving mutual aid shall be identified as the “agency having jurisdiction”.

2. MUTUAL AID REQUEST AND RESPONSE.

- A. Request. Mutual aid assistance may be requested when in the opinion of the command personnel of the agency having jurisdiction outside assistance is necessary to protect life or property. The agency having jurisdiction shall within a reasonable period of time provide the assisting agency with confirmation of the need for assistance including details regarding requested resources, timelines/schedules and locations for assistance.
- B. Response. The command personnel of the assisting agency after considering the needs of the assisting agency and the availability of resources may authorize and direct its resources to provide mutual aid assistance. The assisting agency shall within a reasonable period of time confirm to the agency with jurisdiction the details of the assistance to be provided including resources and anticipated time of response.

Mutual aid response shall consist of the closest available engine company and shall follow each agency’s respective jurisdictional guidelines and deployment plan. See ATTACHMENT A.

3. TYPES OF EMERGENCIES.

- A. Code 3 Emergencies. Code 3 emergencies which require the use of red lights and sirens by responding fire units are the only incidents for which mutual aid assistance shall be provided under this Agreement.
- B. Other Response Calls. Calls for public service, post-fire investigations, and similar responses which do not require the use of red lights and sirens by the responding fire units are not incidents for which mutual aid assistance shall be provided under this Agreement.

4. AGENCY HAVING JURISDICTION.

- A. Operational Responsibility. The highest ranking officer of the jurisdiction having authority (the “Officer in Command”) will have operational responsibility and the final authority as to strategy and tactics deployed at the incident once an officer for the agency having jurisdiction assumes command of the incident.
- B. Command Operations. The first arriving officer of the assisting agency will assume command until an officer from the jurisdiction having authority responds to the incident and assumes command. Thereafter, the assisting agency’s resources shall report to the incident commander of the agency having jurisdiction.

- 1) It shall be the responsibility of the Officer in Command to summon additional personnel and equipment, if needed, to handle the emergency.

- 2) As soon as the Officer in Command determines that no further assistance is required, the Officer in Command will inform its communications center to "cancel" any other responding units.
- C. Cleanup Operations. It shall be the responsibility of the agency having jurisdiction to utilize their staffing and equipment for overhaul and cleanup operations after a fire or emergency. The assisting jurisdiction shall not be required to provide assistance for overhaul and cleanup.
- 5. INCIDENT COMMAND/ASSIGNMENT OF RESOURCES.**
- A. Command Systems. The Incident Command System (ICS) and the National Incident Command System (NIMS) will be utilized for all incident responses.
- B. Assignment of Resources. Resources not pre-assigned to incidents shall officially attach themselves to an incident per the discretion of the agency having jurisdiction or by authority of their command personnel. Assigned units are expected to check into staging or directly to the command post during incidents involving more than a single resource.
- C. California Firescope. The equipment and resources deployed should follow the California FIREScope model or be specifically designated in each agency's response or standards of cover plan.
- D. Control of Assisting Agency's Resources. The person in charge of the assisting agency's human and equipment mutual aid resources shall retain control of those resources and shall direct them to meet the needs and tasks assigned by the incident commander or other appropriate officer of the agency having jurisdiction.
- E. Release of Assisting Agency's Resources. The assisting agency's mutual aid resources shall be released by the agency having jurisdiction when the services of the assisting agency are no longer required or when the assisting agency's resources are needed in their jurisdiction. Assisting agency resources may withdraw from the scene upon notice to the incident commander or other appropriate officer that they are needed in their jurisdiction.

6. LEGAL RELATIONSHIP. Personnel assigned to provide mutual aid assistance will remain each individual agency's responsibility for purposes of workers compensation laws and benefits.

7. FIRE INCIDENT REPORTING. The agency having jurisdiction will be responsible for completing, filing, recording and storing all mandated local and state reports related to a mutual aid response within its jurisdiction and shall provide the assisting agency with a copy of the response report. However, if the agency having jurisdiction does not in fact respond to an incident, the assisting agency will be responsible for completing, filing, recording and storing all mandated local and state reports related to the mutual aid response (unless otherwise provided by law) and shall provide the agency having jurisdiction with a copy of the response report upon request.

8. COMPENSATION. All mutual aid services provided by the parties under this Agreement shall be performed without monetary compensation or reimbursement. Fremont and Milpitas agree that the mutual advantages, protections and services afforded by this Agreement are adequate compensation for the mutual aid services to be provided under this Agreement. The parties acknowledge their mutual intent that the value of the services provided and received by each party be equal. The parties agree that to the extent compensation is or may be available from one or more third parties as a result of an incident in which mutual aid services were provided under this Agreement, they shall cooperate to pursue such compensation and allocate any recovery pro rata in accordance with the cost incurred by each entity in responding to the incident.

9. LIABILITY; INDEMNITY.

A. **Liability.** Nothing in this Agreement is intended to affect the legal liability of either party to this Agreement by imposing or requiring any standard of care different than that provided by or existing in applicable law.

- 1) No party shall have any liability for failure or refusal to furnish mutual aid assistance, or for recalling or releasing resources providing mutual aid assistance. Neither party shall make a claim against the other for refusal to provide mutual aid assistance.
- 2) No debt, liability, or obligation of one party shall be the debt, obligation, or liability of another party. Each party shall be responsible for its own acts and/or omissions.
- 3) Each party shall be responsible for injuries or death to its own personnel to the extent required by law. Each party, to the extent it is at fault, shall be responsible for damage to or loss of equipment while acting within the scope of this Agreement.

B. **Insurance.** Each party shall procure and maintain at its own cost such insurance as is required by applicable federal and state law and as may be appropriate and reasonable in its discretion, to cover its personnel, equipment, vehicles and property, including, but not limited to, liability insurance, worker's compensation, unemployment insurance, automobile liability and property damage. Each party may self-insure when appropriate.

C. **Indemnity.** In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code Section 895.6, Fremont and Milpitas agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead Fremont and Milpitas agree that pursuant to Government Code Section 895.4, each party shall fully indemnify, defend and hold the other party, its officers, employees and agents, harmless from any claim, expense or cost (including court costs and reasonable attorney's fees), damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. Neither party, nor any of its officers, employees or agents,

shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party, its officers, employees or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement.

10. NEAR MISS REPORTING SYSTEM. Parties to this Agreement shall participate in the National Near Miss Reporting system. Each agency shall endeavor to participate in the critique or evaluation of special incidents or incidents that are two alarms or greater. This evaluation shall include lessons learned, positives and need improvements and evaluation of alarm escalation and legitimacy.

11. EVALUATION. During the term of this Agreement, the Fire Chiefs or designee of each party shall jointly evaluate the effectiveness of the Agreement, which may include a review of the number of mutual aid incidents, any issues with the mutual aid request or response process, areas for improvements and any other issues that may have arisen in connection with the Agreement. The evaluation shall occur at such regular intervals as may be mutually agreed upon by the Fire Chiefs.

12. TERM; TERMINATION. The term of the Agreement shall commence upon its execution by both parties and unless terminated earlier as provided below, shall continue in effect through December 31, _____. This Agreement may be terminated by either party at any time during its term through its Fire Chief or designee, by providing not less than thirty (30) calendar days advance written notice of withdrawal to the other party.

13. NO THIRD PARTY BENEFICIARIES. This Agreement shall not be construed as, or deemed to be, for the benefit of any third party; and no third party shall have any right of action under this Agreement.

14. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: Fremont

3200 Capitol Ave
Fremont, CA 94538

To: Milpitas

777 S. Main St.
Milpitas, CA 95035

15. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

16. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

17. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or the County of Santa Clara.

18. MODIFICATIONS; AUTHORITY OF CHIEFS.

- A. Written Amendment. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- B. Fire Chief Authority. The Fire Chiefs shall have the authority to agree on the details relating to methods of requesting mutual aid, identification of personnel authorized to send and receive mutual aid requests, identification of equipment and personnel that will respond to mutual aid requests and any other performance or procedural measures necessary to implement this agreement.

FREMONT

MILPITAS

BY: [Signature]
ITS: Fire Chief

BY: [Signature]
ITS: Acting Fire Chief

DATE: 2/17/15

DATE: 6-6-14

By: [Signature]
Its: Assistant City manager
Date: 4-2-15

By: [Signature]
Its: City Manager
Date: 1/28/15

APPROVED AS TO FORM
[Signature]
NELLIE ANCEL
Senior Deputy City Attorney

ATTACHMENT A

AGREEMENT BETWEEN THE CITY OF FREMONT AND THE CITY OF MILPITAS FOR MUTUAL AID

Last Updated August 6, 2013

1. Deployment Plan

- A. As the providing agency, the Fremont Fire Department will typically commit no greater than One (1) Engine Company, One (1) Truck Company and One (1) Battalion Chief to the scene of a working fire.**
- B. It is also the understanding that in the Assignment of Resources (Section 5E) of this agreement, the said Engine Company of a providing agency can be utilized following the code three response to the incident for purposes of short term duration station coverage.**



Fremont City Council

3300 Capitol Avenue
Fremont, CA 94538

SCHEDULED

Meeting: 12/09/14 07:00

Div/Dept: Fire Department
Category: Agreements and Contracts

Item # C13.

COUNCIL STAFF REPORT (ID # 2038)

Sponsors:

DOC ID: 2038

MUTUAL AID AGREEMENT BETWEEN THE CITY OF FREMONT FIRE DEPARTMENT AND THE CITY OF MILPITAS FIRE DEPARTMENT - Consideration and Approval of the Mutual Aid Agreement between the City of Fremont Fire Department and the City of Milpitas Fire Department

Contact Persons:

Name:	Ron McCormick	Geoff Latendresse
Title:	Battalion Chief	Fire Chief
Div/Dept:	Fire Department	Fire Department
Phone:	510-494-4202	510-494-4224
E-Mail:	rmccormick@fremont.gov	glatendresse@fremont.gov

Executive Summary: For many years, the City of Fremont Fire Department has been working with the City of Milpitas Fire Department under a Mutual Aid Agreement executed in 1982. In emergency services, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a large-scale disaster or a multiple-alarm fire. The updated mutual aid agreement between the Fremont Fire Department and the Milpitas Fire Department formally addresses both agencies' needs and provides opportunities for sharing services that will benefit both communities and improve emergency response.

BACKGROUND: In the past, the City of Fremont Fire Department and the City of Milpitas Fire Department have provided mutual aid assistance to each other as requested. This has benefitted both jurisdictions, which now desire to update the arrangement by entering into the revised mutual aid agreement. The intent of the agreement is to provide for mutual aid response by an available emergency response unit(s) for use in fire suppression and medical, rescue and other emergency incidents within the individual jurisdictional boundaries of the City of Fremont and the City of Milpitas. Mutual aid response will consist of the closest available engine company and will follow each agency's respective jurisdictional guidelines and deployment plan. The City of Milpitas City Council has already approved the agreement.

DISCUSSION/ANALYSIS: The proposed agreement addresses each party's interest in and need to have a reasonable and reciprocal exchange of emergency medical and rescue, fire, and other emergency services on an as-needed basis. Under the agreement an agency may request mutual aid assistance when it determines that outside assistance is necessary to respond to an incident to protect life or property. The assisting agency, after considering its needs and the availability of resources, may authorize mutual aid assistance. The mutual aid resources of the assisting agency are to be released when the services are no longer required or when the assisting agency's resources are needed in its jurisdiction. The agreement provides that neither agency will incur liability for failure or refusal to furnish mutual aid assistance, or for recalling resources. The agreement also provides that each agency is responsible for its own personnel and that each agency is responsible only for its own acts or omissions.

Additionally, the agreement, contains a deployment plan with operational information for specific situations. . In order to monitor performance under the proposed agreement, both parties will jointly evaluate the effectiveness of the agreement, which may include a review of the number of mutual aid incidents, any issues with the mutual aid requests or response process, areas for improvement, and any other issues that may have arisen in connection with the agreement.

FISCAL IMPACT: All mutual aid services provided under the proposed agreement will be performed without monetary compensation or reimbursement. The agreement states that the mutual advantages, protections and services are adequate compensation for the mutual aid services. The agreement also states that it is intended that the services provided and received by each agency be of equal value. In the event compensation is available from a third party as a result of an incident in which mutual aid services were provided, both agencies will cooperate in pursuing such compensation and in allocating any cost recovery proportionately with the costs incurred by each agency in responding to the incident.

ENVIRONMENTAL REVIEW: Approval and implementation of the agreement is an organizational/administrative governmental activity that will not result in physical changes in the environment. Therefore, it is not a project subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378.

ATTACHMENTS: None.

RECOMMENDATION: Approve a 5 year Mutual Aid Agreement for provision of mutual aid between the City of Fremont Fire Department and the City of Milpitas Fire Department.

XXV. NEW BUSINESS

- * 3. Consider Request from Non-profit Milpitas Firefighters Toy Program for a \$500 Donation Toward Holiday Toy Program (Staff Contact: Mary Lavelle, 408-586-3001)

XXVI. ORDINANCES

- 4. Consider Resolution and Introduction of Ordinance No. 128.12 for Changes to Mayor and City Council Salaries (Contact: Debbie Giordano, 408-586-3032)
- * 5. Waive the Second Reading and Adopt Ordinance No. 38.818 Amending the Zoning Sectional District Map (Staff Contact: Lisa Costa Sanders, 650-333-0248)

XXVII. RESOLUTIONS

- * 6. Adopt a Resolution Declaring Weeds on Certain Properties to be a Public Nuisance and Setting a Public Hearing for January 6, 2015 to Hear Objections (Staff Contact: Albert Zamora, 408-586-3371)
- * 7. Adopt a Resolution Granting Final Acceptance of the Park Renovation Project 2011, Project No. 5091 (Staff Contact: Steve Erickson, 408-586-3301)
- * 8. Adopt a Resolution Approving Final Acceptance and Releasing Warranty Security for Cerano Apartments Project (Fairfield), Project No. 3170 (Staff Contact: Ahmed Aly, 408-586-3325)
- * 9. Adopt a Resolution Making Findings for Unexpended Development Fees and Review and Accept the Annual Developer Fee Disclosure Information Pursuant to the Mitigation Fee Act (Staff Contact: Emma Karlen, 408-586-3145)

XXVIII. AGREEMENTS

- * 10. Approve a Consultant Agreement with HF&H Consultants for Request for Proposals Consultation and Solid Waste Services Contract Negotiation with Republic Services (CIP No. 3401) (Staff Contact: Steven Machida, 408-586-3355)
- * 11. Authorize City Manager to Execute a Mutual Aid Agreement with the City of Fremont for Emergency Response Services (Staff Contact: Chief Robert Mihovich, 408-586-2811)
- * 12. Approve Amendment No. 1 to the Agreement with Norma Nelson for Part Time Buyer Services in the Not-To-Exceed Amount of \$14,300 (Staff Contact: Chris Schroeder, 408-586-3161)

XXIX. DEMAND

- * 13. Authorize the City Manager to Close Out an Agreement with Perata Consulting, LLC for Consulting Services (Staff Contact: Tom Williams, 408-586-3050)

XXX. MEETING OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY

- SA1. Call to Order/Roll by the Mayor/Chair
- SA2. Approval of Agenda/Consent Calendar
- SA3. Adopt a Resolution of the Board of the Successor Agency to the Former Milpitas Redevelopment Agency Approving the Issuance of Refunding Bonds in order to Refund Certain Outstanding Bonds of the Former Milpitas Redevelopment Agency, Approving the

- * 9. Resolution Adopted Resolution No. 8431 making certain findings per the Mitigation Fee Act for fiscal year 2013-14 regarding a continuing need for unexpended development fees and, reviewed and accepted the annual developer fee disclosure information.
- *10. Agreement with HF&H Approved consultant agreement with HF&H Consultants for RFP Consultation and Solid Waste Services for contract negotiations with Republic Services in the amount of \$55,525, covering the time period from December 2, 2014 to December 1, 2019.
- *11. Mutual Aid Agreement Authorized the City Manager to execute the Mutual Aid Agreement with the City of Fremont for Emergency Response Services.
- *12. Amendment to Agreement with Norma Nelson Approved Amendment No. 1 to the agreement with Norma Nelson for services as a Buyer for the City in the not-to-exceed amount of \$14,300 for the period from December 6, 2014 to February 27, 2015.
- *13. Close Agreement with Perata Consulting Authorized the City Manager to close out agreement and make final payment to Perata Consulting, LLC for consulting services.

ORDINANCE

4. Change to Mayor and City Council Salaries Councilmember Debbie Giordano had requested consideration of this topic.
- Human Resources Director Carmen Valdez provided background on the Mayor and City Council salaries, indicating the last increase of 5% happened in 2002, and subsequently, a reduction of 10% was approved in 2012.

Vice Mayor Montano commented with support for the modest increase.

Councilmember Grilli clarified the amount of the total cost to the City for the restoration of salary and the increase. Finance Director Emma Karlen reported the specific amount would total \$11,442.00 for all five members.

Mayor Esteves asked whether there had been full restoration of salary to all City employees at this time. Ms. Valdez replied no, and the City was in labor negotiations with three employee groups, at this time.

Robert Marini, resident, asked a question about the salary and whether the amounts stated covered the benefits.

Mayor Esteves replied the amounts were for salary only.

Voltaire Montemayor, resident, asked to consider the population, with revenue going into the city, he suggested to approve the increase and supported it.

(1) Motion: to adopt Resolution No. 8427 restoring Mayor and City Councilmember salaries (ceasing the 10% reduction, returning to pay rate of 2002)

Motion/Second: Councilmember Giordano/Vice Mayor Montano

Motion carried by a vote of: AYES: 3
NOES: 2 (Esteves, Barbadillo)

Next, City Attorney Ogaz read aloud the title of Ordinance No. 128.12, "An Ordinance of the City Council of the City of Milpitas enacted as an Amendment to Section 2, Chapter 14, Title I of the Milpitas Municipal Code relating to City Council Salaries."

(2) Motion: to waive the first reading of Ordinance No. 128.12

MEETING MINUTES CITY OF MILPITAS

Minutes of: Regular & Special Meetings of the Milpitas City Council and Meeting of the Successor Agency
Date: Tuesday, December 2, 2014
Time: 6:00 PM Closed Session
 6:30 PM Special Meeting
 7:00 PM Open Session
Location: Council Chambers, Milpitas City Hall,
 455 East Calaveras Blvd., Milpitas

CLOSED SESSION CALL TO ORDER

Mayor Esteves called the meeting to order at 6:00 PM. The City Clerk noted the roll.

PRESENT: Mayor Esteves. Vice Mayor Polanski. Councilmembers Giordano and Montano

ABSENT: Councilmember Gomez was absent at roll call and arrived at 6:09 PM for the Closed Session.

ANNOUNCEMENT

No announcement out of closed session.

SPECIAL MEETING CALL TO ORDER

Mayor Esteves called the meeting to order at 6:32 PM. The City Clerk noted the roll.

PRESENT: Mayor Esteves. Vice Mayor Polanski. Councilmembers Giordano. Gomez and Montano

ABSENT: None

MOTION/RESOLUTION

Motion: to approve this special meeting agenda, including one item on consent as follows: adopt Resolution No. 8425 approving (1) City of Milpitas and International Association of Fire Fighters (IAFF) Local 1699 Settlement Agreement and (2) a new Memorandum of Understanding between the City of Milpitas and International Association of Fire Fighters Local 1699 for the period December 3, 2014 through December 31, 2016

Motion/Second: Vice Mayor Polanski/Councilmember Gomez

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

ADJOURN

Special City Council meeting was adjourned at 6:32 PM.

OPEN SESSION CALL TO ORDER

Mayor Esteves called the regular meeting to order at 7:00 PM. All members were present.

Councilmembers-elect Barbadillo and Grilli were in the audience until the swearing-in.

PLEDGE

Boy Scouts Troop No. 92 presented the flags and led the pledge of allegiance.

INVOCATION

Mayor Esteves invited Pastor Robert Mize to offer a prayer for the invocation.

ELECTION RESULTS

City Clerk Mary Lavelle reported the certified election results from the Santa Clara County Registrar of Voters of the General Municipal Election held November 4, 2014. Jose Esteves was

declared the winner of the Mayoral election, and Garry Barbadillo and Marsha Grilli were declared winners of two seats on the Milpitas City Council. Measure E regarding a casino card room ordinance was defeated with 76% opposed to the measure.

Motion: to adopt Resolution No. 8426 confirming the canvass of returns and declaring results of the General Municipal Election on November 4, 2014, per Elections Code §10262

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

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

PRESENTATION

Mayor Esteves honored and appreciated the 12-years of service of the two outgoing elected officials, by presenting a folded US flag in a glass-front wooden box with engraved plaque to both outgoing Vice Mayor Althea Polanski and City Councilmember Armando Gomez. Mr. Gomez and Ms. Polanski departed the dais upon the swearing-in of the new members.

SWEARING IN NEW MAYOR

Mr. Charles T. Munger Jr. gave the ceremonial oath of office to Jose Esteves, swearing him in as Mayor of the City of Milpitas to a term of two years.

SWEARING IN NEW COUNCIL

Mr. Rick Hopkins (brother of Councilmember) provided the ceremonial oath of office to Marsha Grilli, and Pastor Virgil Fernando provided the ceremonial oath of office to Garry Barbadillo, as members of the Milpitas City Council.

MAYOR'S REMARKS

Mayor Esteves thanked his family and supporters for their support and assistance upon his recent re-election to office.

BREAK & OATHS

The City Council took a break for refreshments in the City Hall lobby rotunda at 7:48 PM. The City Clerk administered the official oath of office to each of the three newly elected officials at the dais during the break. Each elected member and the City Clerk signed the official oaths of office and she provided a signed Certificate of Election to Mr. Esteves, Mr. Barbadillo and Mrs. Grilli.

ROLL CALL

Mayor Esteves reconvened the City Council at 8:35 PM in Council Chambers. City Clerk Mary Lavelle noted that the two newly seated City Councilmembers joined current members at the dais for the remaining portion of the meeting.

MEETING MINUTES

Motion: to approve the minutes of November 18, 2014 City Council meeting

Motion/Second: Councilmember Giordano/Councilmember Montano

Motion carried by a vote of: AYES: 3
NOES: 0
ABSTAIN: 2 (Barbadillo, Grilli)

SCHEDULE OF MEETINGS

Motion: to approve Council Calendars/Schedule of Meetings for December 2014

Motion/Second: Councilmember Giordano/Councilmember Montano

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

PUBLIC FORUM

Robert Marini, Milpitas resident, congratulated the new City Councilmembers, and hoped they would uphold the laws of the state of California.

Voltaire Montemayor, Milpitas resident, noted that those who were talented in sports would shine in the future.

ANNOUNCEMENTS

City Manager Tom Williams congratulated the Mayor upon re-election and welcomed the two new City Councilmembers. He introduced two City staff appointments: Renee Lorentzen was

appointed the permanent Recreation Services Manager (after serving as interim manager), and Edesa Bitbadal, the new Economic Development Manager who joined the City having served in several other Bay Area municipalities.

Mayor Esteves thanked everyone for participating in the December 1 Tree Lighting ceremony (the previous evening), celebrating the great city as one family.

**ANNOUNCEMENT OF
CONFLICT OF INTEREST
AND CAMPAIGN
CONTRIBUTIONS**

City Attorney Ogaz asked the Mayor and Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. No conflicts or contributions were reported.

ELECTION OF VICE MAYOR Motion: to appoint Councilmember Montano as Vice Mayor to serve a two year term as Vice Mayor of Milpitas for 2014-16

Motion/Second: Mayor Esteves/Councilmember Giordano

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

APPROVAL OF AGENDA Motion: to approve the agenda as submitted

Motion/Second: Councilmember Giordano/Councilmember Barbadillo

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

CONSENT CALENDAR Motion: to approve the Consent Calendar items (noted by *asterisk), as amended

Councilmember Montano asked to remove Item No. 6 (weed abatement) from consent.

Mayor Esteves announced he would vote "no" on Item No. 5 (zone change ordinance).

Motion/Second: Councilmember Giordano/Vice Mayor Montano

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

* 2. Odor Report Received the odor report update.

* 3. Donation to Toy Program Per request from the Milpitas Firefighters Toy Program non-profit, approved a \$500 donation to the 2014 Firefighters Toy drive.

* 5. Adopt Ordinance Waived the second reading and adopted Ordinance No. 38.818 for Zone Change No. ZA14-0010 for the iStar residential project at 1210 California Circle.

On this item only, Mayor Esteves announced his "no" vote, so the vote adopting the ordinance was as follows.

Motion carried by a vote of: AYES: 4
NOES: 1 (Esteves)

* 7. Resolution Adopted Resolution No. 8429 granting final acceptance of the Park Renovation Project 2011, Project No. 5091 and release of the contractor's bond.

* 8. Resolution Adopted Resolution No. 8430 approving the final acceptance of and releasing warranty security for the Cerano Apartments (Fairfield), Project No. 3170.

- | | |
|---|---|
| * 9. Resolution | Adopted Resolution No. 8431 making certain findings per the Mitigation Fee Act for fiscal year 2013-14 regarding a continuing need for unexpended development fees and reviewed and accepted the annual developer fee disclosure information. |
| *10. Agreement with HF&H | Approved consultant agreement with HF&H Consultants for RFP Consultation and Solid Waste Services for contract negotiations with Republic Services in the amount of \$55,525, covering the time period from December 2, 2014 to December 1, 2019. |
| *11. Mutual Aid Agreement | Authorized the City Manager to execute the Mutual Aid Agreement with the City of Fremont for Emergency Response Services. |
| *12. Amendment to Agreement with Norma Nelson | Approved Amendment No. 1 to the agreement with Norma Nelson for services as a Buyer for the City in the not-to-exceed amount of \$14,300 for the period from December 6, 2014 to February 27, 2015. |
| *13. Close Agreement with Perata Consulting | Authorized the City Manager to close out agreement and make final payment to Perata Consulting, LLC for consulting services. |

ORDINANCE

4. Change to Mayor and City Council Salaries
- Councilmember Debbie Giordano had requested consideration of this topic.
- Human Resources Director Carmen Valdez provided background on the Mayor and City Council salaries, indicating the last increase of 5% happened in 2002, and subsequently, a reduction of 10% was approved in 2012.
- Vice Mayor Montano commented with support for the modest increase.
- Councilmember Grilli clarified the amount of the total cost to the City for the restoration of salary and the increase. Finance Director Emma Karlen reported the specific amount would total \$11,442.00 for all five members.
- Mayor Esteves asked whether there had been full restoration of salary to all City employees at this time. Ms. Valdez replied no, and the City was in labor negotiations with three employee groups, at this time.
- Robert Marini, resident, asked a question about the salary and whether the amounts stated covered the benefits.
- Mayor Esteves replied the amounts were for salary only.
- Voltaire Montemayor, resident, asked to consider the population, with revenue going into the city, he suggested to approve the increase and supported it.
- (1) Motion: to adopt Resolution No. 8427 restoring Mayor and City Councilmember salaries (ceasing the 10% reduction, returning to pay rate of 2002)
- Motion/Second: Councilmember Giordano/Vice Mayor Montano
- Motion carried by a vote of: AYES: 3
NOES: 2 (Esteves, Barbadillo)
- Next, City Attorney Ogaz read aloud the title of Ordinance No. 128.12, "An Ordinance of the City Council of the City of Milpitas enacted as an Amendment to Section 2, Chapter 14, Title I of the Milpitas Municipal Code relating to City Council Salaries."
- (2) Motion: to waive the first reading of Ordinance No. 128.12

Motion/Second: Councilmember Giordano/Vice Mayor Montano

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

(3) Motion: to introduce Ordinance No. 128.12 (for 5% Council salary increase)

Motion/Second: Councilmember Giordano/Vice Mayor Montano

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

6. Resolution – Weed Abatement Program for 2015

Fire Marshal Albert Zamora came to answer questions on the weed abatement program.

Vice Mayor Montano asked, since he enforced weed abatement, what could be done about weeds on public properties (since list of lands for assessment were private property). She wanted to know what could be done on Caltrans (freeway entrance and exits) and other public areas.

Mr. Zamora reported to the City Council that every year, he worked with Caltrans staff to notify that state agency of locations in Milpitas where disking must be done to weeds, and he worked with city's Public Works Department on weeds locally, within City.

Motion: to adopt Resolution No. 8428 declaring weeds on specific properties to be public nuisances and set the public hearing date on January 6, 2015

Motion/Second: Vice Mayor Montano/Councilmember Giordano

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

SUCCESSOR AGENCY

Call to Order

Chair Esteves called the Successor Agency meeting to order, with all members present, at 9:05 PM.

Approve Agenda

Motion: to approve the agenda for the Successor Agency meeting

Motion/Second: Successor Agency Board Members Giordano/ Vice Mayor/ Vice Chair Montano

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

SA3. Adopt Resolution

Finance Director Emma Karlen described the need for and necessity of adopting the resolution for the re-funding of tax allocation bonds. \$145.990 million was the current amount outstanding. The action was related to follow up activity as a result of the dissolution of the Redevelopment Agency and the current Successor Agency, as well as the Milpitas Oversight Board whose actions must be approved by the state Department of Finance. Due to state Assembly Bill 1484, current action was necessary.

She introduced the financial consultant Jim Fabian and bond counsel, attorneys from Jones Hall law firm, for the bond actions, who ably assisted the City with these steps.

Ms. Karlen responded to several questions from the Mayor and Vice Mayor.

Next, Mayor Esteves invited speakers from the audience.

Robert Marini, Milpitas resident, inquired about the bond and rate of interest. He wanted to know what was the principal of the bond, how many years, what were annual payments, and the interest rate.

Ms. Karlen responded to him. \$145.9 million was the amount of the existing bond outstanding. So when re-funded, the outstanding amount on current bonds would be less than that principal amount. The interest rate was to be determined upon refinancing (around 3%, with maturity at September of 2032).

Motion: to adopt Resolution No. SA 6 approving the issuance of refunding bonds in order to refund certain outstanding bonds of the former Milpitas Redevelopment Agency, approving execution and delivery of an Indenture of Trust and other related documents

Motion/Second: Successor Agency Board Member Giordano / Vice Mayor/ Vice Chair Montano

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

ADJOURNMENT

Mayor Esteves adjourned the joint City Council meeting at 9:17 PM.

The foregoing minutes were approved by the Milpitas City Council on December 16, 2014.

Mary Lavelle
Milpitas City Clerk



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Authorizing the City Manager to Execute Blanket Purchase Orders and Purchase Agreements with National Auto Fleet Group and Mission Valley Ford San Jose for a Combined Amount Not-to-Exceed \$1,200,000.00 and Approve Sole Source with Mission Valley Ford San Jose (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/15/2023
	<u>Recommendation:</u> Adopt a resolution authorizing the City Manager to execute blanket purchase orders and purchase agreements with National Auto Fleet Group and Mission Valley Ford San Jose for a combined amount not-to-exceed \$1,200,000.00 and execute purchase agreements and approve sole source with Mission Valley Ford San Jose.

Background:

The City's fleet consists of 302 units, including sedans, work trucks, patrol vehicles, fire engines, and specialized trucks to support the City's operations. In recent years, the automotive industry has seen shortages in microchips and materials reducing the available inventory. Manufacturers such as Ford have also restricted the number of units any government agency can order in a year due to reduced production numbers. Additionally, order banks dates have been opened randomly with very little notice to place an order. The combination of these issues has restricted the City's ability to procure the necessary vehicles. To demonstrate the impacts these challenges have upon City operations, in Fiscal Year 2022-23, the City budget included the appropriation to purchase ten (10) vehicles; however, the City was only able to purchase and receive delivery of three (3) vehicles.

As part of the approved budget for FY 2023-24, twenty (20) vehicles are scheduled to be replaced or purchased. Vehicle brands and model types vary based on the department's operations and may be altered based on available inventory. However, Ford is the standard for the majority of the City's fleet.

Table 1. Vehicles to be Purchased

Vehicle Brand	Model Type	Department	Approved Budget
Ford	Superduty (F-250)	Public Works – Parks	\$54,485
Ford	Superduty (F-250)*	Public Works – Utilities	\$54,485
Ford	Superduty (F-250)*	Public Works – Utilities	\$54,485
Ford	Superduty (F-250)	Public Works – Utilities	\$54,485
Ford	Superduty (F-250)	Public Works – Utilities	\$54,485
Ford	Maverick*	Public Works – Parks	\$37,680
Ford	Maverick*	Public Works – Trees & Landscape	\$37,680
Ford	Ranger	Engineering	\$38,895
Ford	Ranger	Engineering	\$38,895
Ford	Ranger	Engineering	\$38,895
Ford	Ranger	Engineering	\$38,895
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Unmarked	Unmarked	Police	\$52,536
Toyota	RAV 4	Building	\$36,588

Toyota	RAV 4 (Hybrid)	Building	\$33,412
Toyota	Sienna (Paratransit)	Recreation	\$75,000
Total Vehicle Replacement Budget			\$1,113,741

* New fleet additions

Analysis:

Staff has been working with industry experts on strategies for vehicle procurement and is recommending a combined approach of a cooperative purchase through Sourcwell and purchasing directly from Mission Valley San Jose Ford. On November 4, 2023, National Auto Fleet Group was awarded a bid through Sourcwell (contract 091521-NAF) for cars, trucks, vans, SUVs, cab chassis, and other vehicles. Sourcwell (formerly NJPA) is a cooperative purchasing contract that allows state and local governments to purchase goods and services from approved industry vendors. Agencies that use these contracts are bound by the terms, conditions and pricing provided by the agreements. Staff recommends a cooperative purchase through Sourcwell for the purchase of vehicles budgeted for FY2023-24. Since order banks have not opened, staff is unable to confirm how many vehicles can be purchased through this cooperative agreement; therefore, staff recommends establishing a blanket purchase order with National Auto Fleet Group. This will position the City to be able to move quickly with vehicle purchases as vehicles become available.

If the City is unsuccessful in purchasing all vehicles through National Auto Fleet due to limitations on government agencies, or the timing of opening the order banks does not work for the City, staff recommends approving the sole source determination for Mission Valley San Jose Ford for the purchase of Ford vehicles. Mission Valley San Jose Ford is the only south bay dealership that provides government pricing for commercial vehicles and superduty work trucks. The local Ford commercial dealer, is the sole source vendor in the region for the purchase of Ford Superduty work trucks. Usual purchasing practices in acquiring vehicles and other major equipment is by following formal bid procedures, which are outlined in the City's Municipal Code Section I-2-3.01(3). However, under Section 1-2-3.06, "A contract may be awarded without competition when the Purchasing Agent determines in writing, after conducting a good faith review of available sources, that only one viable source exists for the required supplies, material, equipment, or general service, or that there is a compelling reason for using only one source. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery and terms. A written statement of the basis for the sole source determination and the period of the sole source approval shall be placed in the contract file." In addition to approving Mission Valley San Jose Ford as the sole source vendor, staff is also recommending establishing blanket purchase orders. This strategy gives the City the ability to have vehicles built-to-order through National Auto Fleet Group or to procure vehicles with on-site available inventory with Mission Valley Ford San Jose. These blanket purchase orders will increase buying power and provide the necessary flexibility to meet the vehicle replacement schedule. Purchase orders would be issued to both vendors with a combined not-to-exceed amount of \$1.2 million.

Policy Alternatives:

Alternative 1: Choose to not approve the authorization of the vehicle and equipment purchases.

Pros: Cost savings

Cons: Reduced response capability for Police Patrol and Investigations units, reduced responsiveness of Public Works crews and increased repair costs for aging/end-of-life Public Works vehicles.

Reason to not recommended: Capital outlay requests were vetted during the FY2023-24 Operating Budget process. Funds have been set aside for the vehicles requested in both the Equipment Replacement and individual department operating budgets. Additionally, keeping vehicles longer than its useful life results in higher maintenance costs, excessive downtimes, increase to employee safety, and higher greenhouse gas emissions.

Fiscal Impact:

The total cost for replacement has been budgeted in the FY2023-24 budget in the amount of \$1,113,741 through various department budgets.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purposes of CEQA.

Recommendation:

Adopt a resolution authorizing the City Manager to execute blanket purchase orders and purchase agreements with National Auto Fleet Group and Mission Valley Ford San Jose for a combined amount not-to-exceed \$1,200,000.00 and execute purchase agreements and approve sole source with Mission Valley Ford San Jose.

Attachment:

1. Resolution
2. Sourcewell (contract 091521-NAF)
3. Sole Source Request Form

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING
THE CITY MANAGER TO EXECUTE BLANKET PURCHASE ORDERS AND PURCHASE
AGREEMENTS WITH NATIONAL AUTO FLEET GROUP AND MISSION VALLEY FORD
SAN JOSE IN THE COMBINED AMOUNT NOT-TO-EXCEED \$1,200,000 AND APPROVING A
SOLE SOURCE WITH MISSION VALLEY FORD SAN JOSE**

WHEREAS, The City's fleet consists of 302 units, including sedans, work trucks, patrol vehicles, fire engines, and specialized trucks to support the City's operations. In recent years, the automotive industry has seen shortages in microchips and materials reducing the available inventory. Manufacturers such as Ford has also restricted the number of units any government agency can order in a year due to reduced production numbers. Additionally, order banks dates have been opened randomly with very little notice to place an order. The combination of these issues has restricted the City's ability to procure the necessary vehicles; and

WHEREAS, in Fiscal Year 2022-23, in Fiscal Year 2022-23, the City budget included the appropriation to purchase ten (10) vehicles; however, the City was only able to purchase and receive delivery of three (3) vehicles; and

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 November 4, 2023, contract No. 091521-NAF was awarded to National Auto Fleet Group pursuant to Sourcwell (formerly known as the National Joint Powers Alliance) Request for Proposal (RFP) No. 120716 entitled "Vehicles, Cars, Vans, SUV's, and Light Trucks with Related Equipment, Accessories and Services," and is current through November 8, 2025, and

WHEREAS, Milpitas Municipal Code Section I-2-3.06 specifically allows contracts to be awarded without competition when the Purchasing Agent determines in writing, after conducting a good faith review of available sources, that only one viable source exists for the required supplies, material, equipment, or general service, or that there is a compelling reason for using only one source. The Purchasing Agent shall conduct negotiations, as appropriate, as to price, delivery, and terms. A written statement of the basis for the sole source determination and the period of the sole source approval shall be placed in the contract file; and

WHEREAS, the Purchasing Agent has determined that Mission Valley Ford San Jose, the local Ford commercial dealer, is the sole source in the localregion for the purchase of Ford Superduty work trucks; and

WHEREAS, if the City is unsuccessful in purchasing all vehicles thorough the cooperative procurement agreement, and after conducting a good faith review of the available sources pursuant to Milpitas Municipal Code Section I-2-3.09 (Sole Source Procurement), the City's Purchasing Agent has determined that Mission Valley Ford San Jose is the only South Bay Ford dealer that provides government pricing for commercial vehicles and supplies Ford Superduty trucks and therefore, has recommended it as a sole source for these Ford vehicles.

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 Council approves Mission Valley Ford San Jose as the sole source for purchasing Ford vehicles.
3. The City Manager is authorized to execute two (2) blanket purchase orders with the National Auto Fleet Group and Mission Valley Ford San Jose for a combined total amount not-to-exceed \$1,200,000.
4. The City Council authorizes the City Manager to execute purchase agreements with National Auto Fleet Group and Mission Valley Ford San Jose.

PASSED AND ADOPTED this day of , 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Suzanne Guzzetta, City Clerk

Carmen Montano, Mayor

APPROVED AS TO FORM:

Michael Multalipassi, City Attorney

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- #### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

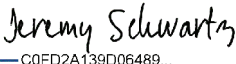
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:

By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct
business under any other name? If
yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

Specifications

Item # C14.

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 heart of Southern California. We began our network with a single automobile dealership and grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.	Item # C14.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcwell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.	
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcwell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcwell Contract. A. City of San Diego, CA \$ 72,000,000 contract under our Sourcwell Contract 120716-NAF. B. City of San Diego, CA \$ 55,400,000 contract under our Sourcwell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcwell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcwell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcwell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcwell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcwell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcwell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcwell Contract 120716-NAF. We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcwell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.	
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.	
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.	
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen. All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	Item # C14.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFC and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	

Table 3: Industry Recognition & Marketplace Success

Item # C14.

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	Item # C14.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.		*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.		*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.		*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.		*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.		*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.		*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	Item # C14.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.	Item # C14.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.	*

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can sea through many vehicles makes and models with the ability to customize a vehicle tailored to their spe needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	Item # C14.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Item # C14.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Item # C14.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Item # C14.

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
74	Vans	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	☒ Yes ☐ No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Item # C14.

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
 - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
 - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
 - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
 - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
 - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
 - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

Item # C14.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

Item # C14.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☒	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☒	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☒	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☒	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☒	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☒	1



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

THIS FORM MUST BE COMPLETED AND APPROVED
PRIOR TO ANY PROCUREMENT

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

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

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

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

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

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

1. This is a request for a (circle one) Sole Source Sole Brand exception.
2. Using appropriate detail, including brand name and model number, **briefly** describe the product you wish to procure. In the case of a general service use enough detail to clearly describe to someone not familiar with your department's operation what you are procuring.

As part of the FY 2023-24 Vehicle Replacement Schedule, there are eleven (11) Ford vehicles scheduled to be replaced. See below for FY 2023-24 Vehicle Replacement Schedule:

Vehicle Brand	Model Type	Department	Approved Budget
Ford	Superduty (F-250)	Public Works – Parks	\$54,485
Ford	Superduty (F-250)	Public Works – Utilities	\$54,485
Ford	Superduty (F-250)	Public Works – Utilities	\$54,485
Ford	Superduty (F-250)	Public Works – Utilities	\$54,485
Ford	Superduty (F-250)	Public Works – Utilities	\$54,485
Ford	Maverick	Public Works – Parks	\$37,680
Ford	Maverick	Public Works – Trees & Landscape	\$37,680
Ford	Ranger	Engineering	\$38,895
Ford	Ranger	Engineering	\$38,895
Ford	Ranger	Engineering	\$38,895
Ford	Ranger	Engineering	\$38,895
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Ford	Utility Interceptor (Hybrid)	Police	\$82,568
Unmarked	Unmarked	Police	\$52,536
Toyota	RAV 4	Building	\$36,588
Toyota	RAV 4 (Hybrid)	Building	\$33,412
Toyota	Sienna (Paratransit)	Recreation	\$75,000
Total Vehicle Replacement Budget			\$1,113,741

3. Please provide the total not-to-exceed amount of the purchase and/or agreement/contract as well as the requested term. (if buying software, the City's standard term is five years)

Total Cost: **\$1,200,000**

Term: **1 year**

Detailed cost breakdown explanation per year:

Year 1: \$1,200,000

Year 2:

Year 3:

Year 4:

Year 5:

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

Due to inventory shortages, staff is recommending approving a sole source with Mission Valley Ford San Jose and executing a blanket purchase order to procure Ford vehicles to meet the FY 2023-24 vehicle replacement schedule. Mission Valley Ford San Jose is the only South Bay Ford dealer that provides government pricing for commercial vehicles and supplies Ford Superduty trucks.

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

The City has elected Ford as the City fleet standard for maintenance and operational efficiency. See FY 2023-24 Vehicle Replacement Schedule listing under question 4.

Mission Valley Ford San Jose

Wayne Lattin

780 E Brokaw Rd.

San Jose, CA 95112

408-933-2300

wlattin@sales.missionvalleyford.com

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

See FY 2023-24 Vehicle Replacement Schedule listed under question 4.

I HEREBY CERTIFY THAT:

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

Requestor: Samu Tiumalu, Public Works Manager (Facilities & Fleet) Date: August 10, 2023

Department Head: _____ Date: _____

PURCHASING DIVISION USE ONLY:

APPROVED: Yes No

Purchasing Agent: _____ Date: _____

Purchasing Agent's Written Determination:

SOLE SOURCE OR SOLE BRAND REQUEST

A. OVERVIEW

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

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

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

This is an internal City review process. Departments are directed to use discretion in their discussion with vendors so as to not compromise any competitive advantage that Purchasing may utilize; in the event the sole source or sole brand justification is rejected. Rather than merely a shift of the review burden, this process acknowledges the significant effort a department may undertake when identifying a vendor or brand and provides you with the method by which to make requisitioning efforts more efficient adhering to the City's Purchasing Ordinance.

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

Sole Source Requests Over \$100,000

Sole Source requests over \$100,000 require submission of an Agenda Report [Sample - Sole Source Agenda Report](#) and approval by City Council and require submission of a resolution as in the [Sample - Sole Source Resolution](#). If you are making a second sole source purchase, over \$100,000, within the five-year life of the original sole source purchase you are still required to submit an AR to City Council, and at a minimum, the report should confirm the findings in the prior sole source resolution are still accurate and that nothing has changed in the marketplace or elsewhere. If anything has changed, then a new resolution is required. If

nothing has changed, then the Department can rely on the prior resolution but should include language in the AR indicating that all previous findings and conclusions are still accurate, and staff is not aware of any new information that would change those findings or conclusions in the prior sole source resolution.

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

If the requesting Department is requesting a particular vendor, brand or product, staff must make this fact clear on your requisition. If approved, the request will then be restrictive and non-competitive and will fall into a sole source or sole brand category.

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

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

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive an Update on the Emergency Repairs to the HVAC System and Equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings and Determine that the Condition Continues to Constitute an Emergency (Staff Contact: Christian Di Renzo, Public Works Director, 408-586-2602)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/15/2023
	<u>Recommendation:</u> (1) Receive an update on the emergency repairs to the HVAC system and equipment at City Hall and at the Public Works/Information Technology/Police Department Buildings; and (2) Determine by a four-fifths vote that the condition continues to constitute an emergency.

BACKGROUND:

Pursuant to Public Contract Code section 22050 and the attached [Council Resolution No. 9134](#), the Director of Public Works, in the case of emergency, may authorize a repair of a public facility and procure the work without giving notice for bids. An emergency is defined as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.” Additionally, State law requires the Public Works Director, as the City official with delegated authority to take emergency action, to report any emergency authorization and the reason(s) for the authorization to the City Council not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action. Further, the Public Works Director is required to report why the emergency would not permit a delay resulting from a competitive solicitation for bids and the City Council is required to review the emergency action at every regularly scheduled meeting thereafter until the emergency repair is completed. The City Council shall continue to review the emergency action at every regularly scheduled meeting thereafter until the action is terminated. At each review, the City Council shall determine, by a four-fifths vote, whether there is a need to continue the action.

Consistent with applicable State law and Council Resolution, on April 27, 2023, the Public Works Director declared an emergency and authorized the City to contract with its existing HVAC maintenance contractor, Environmental Systems Inc. (ESI), for the emergency repairs to the HVAC system at City Hall and the Public Works, Information Technology and Police Department buildings. The [Information Memorandum](#) issued on that date outlined the various equipment issues and provided a cost estimate of \$ 899,300.

ANALYSIS:

Below is a current update on the status of emergency repairs to the HVAC systems at City Hall and the Public Works, Information Technology and Police Department Buildings.

City Hall

The scope of work authorized repairs to the boiler, air handlers, and variable air volume (VAV) boxes to the City Hall building, and to date, there has been significant progress to these various items.

The repairs to air handler #1 and air handler #2 were completed with the installation of new compressors. Repairs to the variable air volume (VAV) boxes were also completed. The remaining pending item is the delivery of the new boilers and pumps, which remains on-schedule with an estimated delivery of mid-September.

Public Works/Information Technology/Police Department

At this facility, the Building Management System (BMS), boiler pumps and VAV boxes were identified as in need of emergency repairs.

The parts and materials for the boiler and chilled water pumps have been ordered and expected to arrive mid-September. Assessment of the VAV boxes was completed and additional repair work will be required that was not originally included in the emergency declaration. The additional work is estimated at \$750,000. Staff is developing a work plan to address the additional VAV box failures and BMS control repairs and anticipates soliciting bids this fall.

FISCAL IMPACT:

Funding for these repairs is available in the City's Capital Improvement Program (CIP) budget and has been fully encumbered CIP Project 3499 - HVAC Systems Repairs funded \$620,000 for the upgrades to the Building Management System (BMS) and Variable Air Flow (VAV) boxes at both buildings. The remaining repairs were funded by CIP Project 3406 – City Building Improvements in the amount of \$279,300.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The emergency repair work is exempt from CEQA, per CEQA Guidelines Section 15301, Existing Facilities and 15302, Replacement or Reconstruction.

RECOMMENDATIONS:

1. Receive an update on the emergency repairs to the HVAC system and equipment for City Hall and the Public Works, Information Technology and Police Department buildings.
2. Determine by a four-fifths vote that the condition continues to constitute an emergency.

ATTACHMENT(s):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve Three Youth Advisory Commission 2023 Scholarship Recipients (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	8/15/2023
	<u>Recommendation:</u> Approve three Youth Advisory Commission Community Service Scholarships of \$600.00 each for a total amount of \$1,800.00.

BACKGROUND:

Each year, the Youth Advisory (YAC) awards service scholarships to Milpitas residents who are high school students, in Junior or Senior (outgoing) standing. The YAC scholarship is a valuable opportunity for Milpitas Teens in the applicable grades that are making an impact in their community. Scholarships are awarded in the amount of \$600 per student and are recommended by the Youth Advisory Commission to the City Council for final approval. Youth Advisory Commission members are not eligible for this scholarship.

17 applications were received by the June 7, 2023, deadline. Scholarships applications were reviewed at the June 8, 2023, YAC meeting, under the following established criteria:

- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.

Redacted copies of all the applications received and reviewed are included in the meeting packet.

ANALYSIS:

17 Youth Advisory Commission Scholarship applications were received by the June 7, 2023, deadline. Scholarships applications were reviewed at the June 8, 2023, YAC meeting, under the following established criteria:

- Must demonstrate a history of community service beyond any school requirements
- Must demonstrate exemplary leadership and be a role model in his/her community
- Must complete the scholarship questionnaire, consisting of one short essay question
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.

Scholarship applications were reviewed at the June 8, 2023, YAC meeting. Commissioners ranked each application on a 1-5 scale with 5 being the highest score. Application scores were tallied and totaled to determine the top three (3) scores and the recipients of the scholarship.

The YAC unanimously voted to recommend for City Council final approval to award scholarships of \$600 each to:

- 1) Marilyn Do – Milpitas High School 11th Grader;
- 2) Adrian Dang – Milpitas High School 11th Grader; and
- 3) Jaina Gandhi – Milpitas High School 12th Grader

POLICY ALTERNATIVE(S):**Alternative 1: Decline to award the YAC Scholarships as recommended by the Commission**

Pros: Staff will not have to complete necessary paperwork and distribute checks and focus on other assigned projects and tasks.

Cons: Students who participated in and were recommended for award in the competitive scholarship process will not receive needed funds for their continuing education.

Reason for Not Recommending: Students who participated in and were recommended for award in the competitive scholarship process will not receive needed funds for their continuing education.

FISCAL IMPACT:

Awarding the proposed scholarships requires a budget transfer of \$1,800 from the Youth Programs Holding Account HA#1377-2500 into Recreation and Community Services operating budget 100-164-4205. The Youth Programs Holding Account balance is \$15,703.65, which fully funds this recommendation. Should this item be approved, the remaining holding account balance will be \$13,903.65.

California Environmental Quality Act (CEQA):

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

RECOMMENDATION:

Approve three Youth Advisory Commission Community Service Scholarships in the amount of \$600.00 each for a total amount of \$1,800.00 to 1) Adrian Dang, 2) Marilyn Do and 3) Jaina Gandhi.

Attachment(s):

- 1) YAC Meeting draft Minutes from June 8, 2023;
- 2) Budget Transfer Form; and
- 3) Scholarship Applications



CITY OF MILPITAS

Youth Advisory Commission

MEETING MINUTES

6:11 pm

Thursday, June 8, 2023

40 N. Milpitas Blvd. Milpitas, CA 95035

CALL TO ORDER

Chair Plummer called the meeting to order at 6:11 pm. Chair Plummer called the roll.

ROLL CALL

PRESENT: Commissioners Rachel Plummer, Crystal Huang, Natalie Chen, Ashton Chen

ABSENT: Commissioners Nitya Kaki, Vanessa Lam, Srinand Mudunuri, Parnika Sadhu, Nia Gupte

City Liaison: Councilmember Hon Lien

City Staff: Vince Collantes – Acting Recreation Program Coordinator
Ming Chen – Public Service Assistant II

PLEDGE of ALLEGIANCE

Chair Plummer led the pledge of allegiance.

ALTERNATE SEATING

NA

APPROVAL OF AGENDA

Motion/Second Plummer/Huang

AYES: All

APPROVAL OF MINUTES

Motion/Second Huang/Kaki

AYES: Kaki, N. Chen, Huang

ABSTAIN: Plummer

PUBLIC FORUM

NA

ANNOUNCEMENTS

NA

BUSINESS ITEMS

A. Youth Advisory Scholarship – City Staff/Commission

Background: Each term, the Youth Advisory Commission awards a service scholarship to a deserving Milpitas resident who is a high school student, Junior or Senior (outgoing) standing. This year, the scholarship will award three students, with each student receiving a \$600 scholarship.

Recommendation: Vote and approve three applicants for this year's 2022-23 scholarship.

Motion to approve the following applicants for the 2022-23 YAC Scholarship:

Marylyn Do, Milpitas High School 11th grade

Jaina Gandhi, Milpitas High School 12th grade
Adrian Dang, Milpitas High School 11th grade

M/S: Plummer/Huang
Ayes: All

B. Work Plan 2022-23 Completion – City Staff/Commission

Background: At the beginning of each fiscal term, the Youth Advisory Commission develops a work plan for the upcoming term. This plan encompasses goals for the Commission. Preparation of this work plan will be presented to the City Council for approval.

Recommendation: Review items that were completed and discuss the rollover of the non-completed to 2023-24.

Commission continued their discussion of the 2022-23 Work Plan.

LIAISON REPORT

A. Report from City Staff

City Staff shared to the Commission of the current and future events happening at the Teen Center.

B. Report from City Liaison

City Liaison shared to the Commission of some events in the surrounding area.

UPCOMING AGENDA

NA

ADJOURNMENT

Chair Huang adjourned the meeting at 6:35 p.m. The next Commission meeting will be on August 10, 2023 at 6:00 p.m.

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From (Credit)		To (Debit)	
	Account	Amount	Account	Amount
Check one: ☒ Budget Appropriation ☐ Budget Transfer	100-3652	\$1,800	100-164-4205	\$1,800

Recommendation: Approve three Youth Advisory Commission Community Service Scholarships of \$600.00 each for a total amount of \$1,800.00.

BACKGROUND:

Each year, the Youth Advisory (YAC) awards service scholarships to Milpitas residents who are high school students, in Junior or Senior (outgoing) standing. The YAC scholarship is a valuable opportunity for Milpitas Teens in the applicable grades that are making an impact in their community. Scholarships are awarded in the amount of \$600 per student and are recommended by the Youth Advisory Commission to the City Council for final approval. Youth Advisory Commission members are not eligible for this scholarship.

17 applications were received by the June 7, 2023, deadline. Scholarships applications were reviewed at the June 8, 2023, YAC meeting, under the following established criteria:

- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of one short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.

Redacted copies of all the applications received and reviewed are included in the meeting packet.

ANALYSIS:

17 Youth Advisory Commission Scholarship applications were received by the June 7, 2023, deadline. Scholarships applications were reviewed at the June 8, 2023, YAC meeting, under the following established criteria:

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The YAC unanimously voted to recommend for City Council final approval to award scholarships of \$600 each to:

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POLICY ALTERNATIVE(S):

Alternative 1: Decline to award the YAC Scholarships as recommended by the Commission

Pros: Staff will not have to complete necessary paperwork and distribute checks and focus on other assigned projects and tasks.

Cons: Students who participated in and were recommended for award in the competitive scholarship process will not receive needed funds for their continuing education.

Reason for Not Recommending: Students who participated in and were recommended for award in the competitive scholarship process will not receive needed funds for their continuing education.

FISCAL IMPACT:

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California Environmental Quality Act (CEQA):

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

RECOMMENDATION:

Approve three Youth Advisory Commission Community Service Scholarships in the amount of \$600 each for a total amount of \$1,800 to 1) Adrian Dang, 2) Marilyn Do and 3) Jaina Gandhi.

Attachment(s):

- 1) YAC Meeting draft Minutes from June 8, 2023;
- 2) Budget Transfer Form; and
- 3) Scholarship Applications

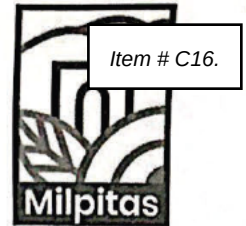
☐ Check if City Council Approval required.

Meeting: August 15, 2023

Requested by:	Department Head: Renee Lorentzen	Date:
Reviewed by:	Finance Director: Lauren Lai	Date:
Approved by:	Acting City Manager: Ned Thomas	Date:
Date approved by City Council, if required:		Confirmed by:

Youth Advisory Commission

Community Service Scholarship Application



Scholarship Application and Questionnaire Due: June 7, 2023

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school and provide financial assistance to students who wish to continue their education. A \$600 monetary scholarship will be awarded to three (3) high school juniors or seniors, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of three short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 7, 2023 at 5:00 p.m.

Please Print

Do

Marilyn

Last

First

MI

Street, City & Zip

Phone

Email

Milpitas Middle College High

Pacific Union College

Graduating High School

Jr. College/College/Trade School /University you plan/ hope on attending

4.45

GPA (accumulative, weighted)

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

☐ Yes

☒ No



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

Youth Advisory Commission
Community Service Scholarship Questionnaire
(Attach to application)

Please type your response to the following short essay questions on a separate piece of paper. Responses should not exceed 500 words.

1. Tell us about the community service project, activity, or experience you are most proud of. What did you learn from that experience?

2. Tell us about a community service project, activity, or experience that was unsuccessful. What did you learn from that experience and how do you use what you learned from that experience in a positive way?

3. How will this scholarship help you achieve your educational goal(s)?

All applications, letter of recommendation, and questionnaires are to be submitted **by email**,
by June 7, 2023 to: Vince Collantes, Recreation Program Coordinator
E-mail: vcollantes@milpitas.gov
Questions: (408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.


Signature of Applicant

6/7/23
Date


Parent Signature

6/7/23
Date

Tell us about the community service project, activity, or experience you are most proud of. What did you learn from that experience?

A herd of “animals” stampede through the front gates, grappling and smoldering each other. Shrieks of joy pierce the ear. In the midst of this excitement, nervous anticipation and uncertainty remain hidden. Within the first week, everyone is confused, attempting to make sense of the overwhelming information and activities of teenage epitome - middle school.

This was my experience. Forced to comprehend staggering amounts of instructions during the first few days of school, while balancing an unaccustomed copious amounts of homework, I, along with fellow classmates, were incredibly lost.

When the pandemic hit, I watched my own sister similarly struggle as the limited exposure to middle school activities and opportunities further decreased. Not only did clubs decline in participation but scholarship opportunities and academic programs were not properly conveyed.

Thus, during freshman year, I resolved to bridge the breaching gap between elementary and middle school through my Gold Award project, “Connecting the Dots”. Forming a team of highly qualified speakers, consisting of both middle school department heads and former middle school students, I coordinated with elementary school principals and teachers to host informational seminars on the programs offered at the middle school for the sixth graders.

Over the span of 2.5 years of planning and execution, I, along with my team, hosted five seminars for over one hundred sixth-grade students and parents of the Milpitas Unified School District (MUSD). Ranging from detailed breakdowns of the math acceleration and district biliteracy programs to in-depth explanations of sports and clubs, my district-approved presentation helped clarify many common misconceptions while exposing students to important knowledge that would allow them to succeed at the high school level or above. Through feedback forms, my team was able to ensure the improving quality of the seminars.

To prevent any dwindling effects, I partnered with the Director of Secondary Education at the school district to establish permanent access to all resources presented in the seminars. Published on the MUSD and Pomeroy school website, my project continues to indirectly aid students and parents, counting more in the future, to this day.

Through this project, I not only learned how to navigate through obstacles (such as the sudden Omicron coronavirus surge) but also solidified my leadership skills, developed my communication techniques, and enhanced my public speaking voice. Most importantly, however, was the proof that I could change something; I could aid someone in a seemingly small part of

their life, yet influence their entire future. In other words, this project became a personal testament to the impact of community service, a reminder to help others in my everyday life.

Tell us about a community service project, activity, or experience that was unsuccessful. What did you learn from that experience and how do you use what you learned from that experience in a positive way?

Hands sweating, breathing shallow, and heart racing already although *it* hasn't begun yet. Just as I gasp for another breath, one for comfort and relief, "BANG!"

The events that followed that cross country race start still remain a vivid memory; once bitter, now pity and nostalgic.

As a once-aspiring marathon runner, I had always pushed myself in sports. From over-a-decade long swimming to daily 5 mile runs, with a little tip-toeing in basketball and tennis, I convinced myself that I was one thing - an athlete. Thus, heading into high school, I had one goal: Make it to CCS for cross country.

When the COVID-19 circumstances lessened its grip on the world my sophomore year, my dream became much more achievable. My times dramatically improved and were on par with qualifying standards, and CCS was allowed to be hosted. All that was left was to run the qualifying race.

Yet, with the overwhelming fear and pre-race nerves, I failed to do the most important step: fuel myself and relax. Ultimately, at the last 400m, I collapsed.

While seemingly associated with a negative view, this experience taught me many valuable lessons. For one, I learned the significance of balance. Whereas preparation - training or studying - is essential, resting is equally as crucial. To maintain the longevity of productivity and health, repose must also be prioritized. Likewise, balance can also be broadened to distributing an appropriate amount of time and effort to certain activities. Instead of preoccupation with solely one aspect of life, I learned to maximize my future opportunities by applying suitable dedication to pursuits that I envision in my prospective endeavors and success.

Moreover, I cultivated myself to accept the nuances of life, that unfavorable events will occur regardless. However, this "acceptance" does not refer to the adoption of the mindset of an external locus of control; instead, it is a reminder to not beat myself up but rather learn how to anticipate forthcoming situations and swiftly tackle them.

Now, as I approach my daily hurdles, I am able to view this once disastrous race as a memorable learning opportunity. Applying the lessons I've extracted from this experience, I have been able to expertly avoid burn-out while steadily inching towards my future goals and facing obstacles head on.

How will this scholarship help you achieve your educational goal(s)?

Tick...Tick...Tick... You yawn. Touching around, you stumble out of the warm bed to the closed bathroom door. Just as you yank the door open, you shriek -- perhaps from the pain of the sudden bright lights but mostly from the appearance of a wide-eyed child sitting upon the toilet seat, cuddling a book.

That would be me. Since I was a child, I've always always enjoyed engrossing myself in a thriller or a comforting romance. From reading under the covers with mini red and blue finger lights to sneaking novels at the dinner table, it was inevitable that I would have to wear glasses.

Thus began the annual trips to the optometrist. On the surface, it appeared to bore young children, yet, to me, there was something so inexplicably fascinating about the work of an optometrist. The hidden displays of the eye perfectly arranged on transparent cabinets captivated me. As I took the AP Biology and AP Psychology courses at Milpitas High School, my interest in optometry only surged. Hoping to satiate my curiosity, I delved deeper into the dynamics of the optic nerve with the lens and fovea, mimicking the eye structure with modeling clay and empty plastic bottles.

Hence, as I approach senior year, I hope to fuel my passion through the major of biochemistry at my future undergraduate school. But, with the weighing costs of a 4-year undergraduate degree on top of fees for school textbooks and OAT (Optometry Admissions Test) prepbooks, saving enough money to apply for Optometry schools without drowning in excess student debt seems insurmountable. Not to mention, with the estimated average tuition and fees for the Optometry program being roughly \$36,772 for state residents and \$43,144 for out-of-state students, easing the bills with part-time jobs appear to have a limited impact. Moreover, when considering the mere 23 optometry schools stationed in the U.S, with only 3 located in California, the near 7k additional cost is very likely.

Thus, with this scholarship, I hope to ease the burden of my future student-debt, while climbing the staircase of education to reach my full potential as an aspiring optometrist. Furthermore, it will allow me to contribute and aid in society's increasing dependence on glasses, giving back to the community. With that said, I would like to express my gratitude for this opportunity to guide me in my prospective ventures. Thank you so much!

Student Name Do, Marilyn Kim-Oanh	Student ID [REDACTED]	Grade 11	Birthdate [REDACTED]	Counselor Cler, Julie	Transcript of Student Progress Item # C16.			
Parent/guardian name, address, telephone [REDACTED]					May 24, 2023 Milpitas High School 1285 Escuela Parkway Milpitas, CA 95035 (408) 635-2800 Fax (408) 635-2848			
Crs-ID	Course Title	Mark	Att/Cmp	Crs-ID	Course Title	Mark	Att/Cmp	
Grade 8 Fall - Q1 2019-2020				p 204065	AP Calc AB	A	5.00 5.00	
Thomas Russell Middle				p 301062	AP Wrld Hist	A	5.00 5.00	
p 206246	Int CCMath II	B+	3.33 3.33	p 402055	Chemistry H	A-	5.00 5.00	
Credit and GPA rules vary for MS Courses				p 501245	French II	A+	5.00 5.00	
Grade 8 Fall- Q2 2019-2020				600205	PE HS	A-	5.00 5.00	
Thomas Russell Middle				Credit Att: 30.00 Cmp: 30.00 TGPA: 4.50				
p 206246	Int CCMath II	A	3.33 3.33	Grade 10 Spring Semester 2021-2022				
Credit and GPA rules vary for MS Courses				Milpitas High				
Grade 8 Spring - Q3 2019-2020				p 100112	English IIA	A	5.00 5.00	
Thomas Russell Middle				p 204065	AP Calc AB	A	5.00 5.00	
p 206246	Int CCMath II	CR	3.33 3.33	p 301062	AP Wrld Hist	A	5.00 5.00	
Credit and GPA rules vary for MS Courses				p 402055	Chemistry H	A	5.00 5.00	
Grade 9 Fall Semester 2020-2021				p 501245	French II	A-	5.00 5.00	
Milpitas High				600205	PE HS	P	5.00 5.00	
p 100111	English IA	A	5.00 5.00	Credit Att: 30.00 Cmp: 30.00 TGPA: 4.60				
p 203555	Pre Calculus H	B+	5.00 5.00	Grade 10 Summer Session 2021-2022				
p 401045	Biology	A+	5.00 5.00	San Jose City College				
p 501145	French I	A+	5.00 5.00	p CULUS	History of the Unit	A	10.00 10.00	
600201	PE 9	P	5.00 5.00	Foothill-De Anza Community College				
p 601955	Orchestra	A+	5.00 5.00	p CULEC	Principles of Macr	A	10.00 10.00	
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00				Credit Att: 20.00 Cmp: 20.00 TGPA: 5.00				
Grade 9 Spring Semester 2020-2021				Grade 11 Fall Semester 2022-2023				
Milpitas High				Milpitas High				
p 100111	English IA	A	5.00 5.00	p 100053	English III H	A	5.00 5.00	
p 203555	Pre Calculus H	B+	5.00 5.00	p 204565	AP Statistics	A	5.00 5.00	
p 401045	Biology	A+	5.00 5.00	p 306865	AP Psychology	A	5.00 5.00	
p 501145	French I	A+	5.00 5.00	p 401065	AP Biology	A	5.00 5.00	
600201	PE 9	P	5.00 5.00	p 501345	French III	A+	5.00 5.00	
p 601955	Orchestra	A+	5.00 5.00	p 601955	Orchestra	A+	5.00 5.00	
Credit Att: 30.00 Cmp: 30.00 TGPA: 4.00				Credit Att: 30.00 Cmp: 30.00 TGPA: 4.67				
Grade 10 Fall Semester 2021-2022				--WORK IN PROGRESS--				
Milpitas High				Milpitas High				
p 100112	English IIA	A	5.00 5.00	p 100053	English III H		5.00 0.00	
				p 204565	AP Statistics		5.00 0.00	

Course Tags:			p = College Prep r = Repeated			
Weighted Acad GPA (9-12) 4.47 Acad GPA (10-12) 4.70 Total GPA (9-12) 4.45 Credit Attempted: 170.00 Credit Completed: 170.00			Date Event 07/22 Community Service 205 25 Community Service 205 25		CREDIT SUMMARY Subject Area Credit Req'd Compl Needed English 40.00 25 00 15.00 Mathematics 30.00 25 00 5.00 Science 20.00 20 00 - Physical Science - - - Life Science - - - Cult/Hist/SSElec 5.00 5.00 - World History 10.00 10.00 - US History 10.00 10.00 - American Government 5.00 - 5.00 Economics 5.00 5.00 - Physical Ed 20.00 20.00 - Fine Arts 10.00 10.00 - World Languages - - - Elective 65.00 40.00 25.00 * TOTALS * 220.00 170.00 50.00 Algebra 1 Requirement Met Career Pathway Requirement NOT Met	
District Enter: 8/29/2011 School Enter: 8/13/2020 Class of 2024 State ID# 2457832972						



National Youth Leadership Training NYLT



June 4th, 2023

To Whom This Concerns,

It is my honor to write this letter of recommendation for Marilyn Do in regards to the Youth Advisory Commission Community Service Scholarship. As her senior patrol leader (SPL) of the National Youth Leadership Training (NYLT) July 2022 course, I have had the pleasure of witnessing her many profound contributions to our staff team. Equally impressive is her innate pursuit of self-improvement, a quality rare for students her age. This coupled with her daily practice of the Scout law and Oath makes her an exceptional candidate for the Youth Advisory Commission Community Service Scholarship.

Marilyn is a self-driven individual who continuously pushes herself beyond her comfort zone, exemplified through her personal growth at NYLT. Initially, she was a shy girl who rarely did much beyond what was required as a cook staff member. However, after the 2021 course, she sought to become more assertive and active by becoming a troop guide. Despite recovering from a concussion, she stubbornly attended our training instead of resting at home, where she courteously shared her much-needed experience to new staff members. Whenever her assigned patrol of scouts had conflict, she guided them to resolve their disputes and come towards a compromise. Although she still claims to be a naturally shy person, her courageous actions above and efforts in initiating conversations—while subtle—prove otherwise.

Beyond her responsibilities as a troop guide, she frequently helps me with my SPL preparation for staff activities with little complaint. The night before a major staff event, she often cheerfully lends a helping hand by running minor errands such as printing my papers, packing necessary technical equipment, and more. Using her experience as a staff cook, she has not only given me insights on the ins of cook coordination but kindly given me some advice that I have used to improve the quality of our staff training. Without her thoughtful input, it is highly unlikely that course preparation would run smoothly.

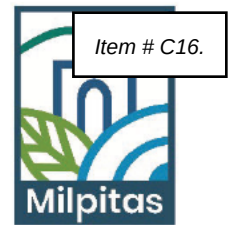
For these and all other unwritable reasons, Marilyn has my highest recommendation for the Youth Advisory Commission Community Service Scholarship. She is a charismatic go-getter who never hesitates to provide help when necessary. From witnessing her metamorphosis from a shy girl into a confident altruistic leader, I do not doubt that she will continue to make great strides toward her pursuit of community servitude beyond the scope of Scouting. If you have any questions or concerns, please feel free to contact me at tiffdo2646@gmail.com. I will be elated to elaborate more on my time working with her.

Yours in Scouting,

Tiffany Do
NYLT 2022 SPL

Youth Advisory Commission

Community Service Scholarship Application



Scholarship Application and Questionnaire Due: June 7, 2023

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school and provide financial assistance to students who wish to continue their education. A \$600 monetary scholarship will be awarded to three (3) high school juniors or seniors, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of three short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 7, 2023 at 5:00 p.m.

Please Print

Dang	Adrian	H
Last	First	MI
Street, City & Zip		
(		
Phone	Email	
Milpitas Middle College HS	St. Olaf College	
Graduating High School	Jr. College/College/Trade School /University you plan/ hope on attending	
4.69	GPA (accumulative, weighted)	

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

- ☐ Yes
- ☐ No



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

Youth Advisory Commission
Community Service Scholarship Questionnaire
(Attach to application)

Please type your response to the following short essay questions on a separate piece of paper. Responses should not exceed 500 words.

1. Tell us about the community service project, activity, or experience you are most proud of. What did you learn from that experience?

Mom told me that I cried straight for the first week of kindergarten. Transferring to middle school and later to high school, with new classes and the need to "fit in," my world seemingly turned upside down. Entering new environments always made me feel anxious. Time passed. I became a high school senior, together with my friends, worrying about college applications and my life at college. But this time, I wanted to proactively help myself and others.

I devised a plan to invite current university students from nine UCs and other California universities to share tips on college applications and their student life experiences with my high school peers. Furthermore, I'd expand on my plan and create the Big-and-Little Project to help ease the transition from elementary to middle school and middle school to high school. I wanted to reassure the underclassmen through live examples of successful upperclassmen with real experiences at the schools they would transfer to. Within this experience-sharing program, I'd also combine options to provide opportunities for high schoolers and middle schoolers to earn community service hours and conduct their own community projects, such as giving underclassmen lessons about leadership, dance, arts, and more. By participating in the Big-and-Little project, both parties benefit through these mutually beneficial events.

Through the process of inviting speakers from my LinkedIn connections, I cultivated the ability to utilize social media to approach and ask for collaboration from people I have never met. I also learned how to create mutually beneficial events for participants. Successfully, I invited speakers from UCs, Stanford, Santa Clara, SJSU, and USC to share their experiences with us. On September 19th, 2022, I hosted the first virtual small talk on Google Meet with the participation of a speaker from UCSD and my high school peers and, after that, with panel conferences from multiple university students.

In the end, I felt grateful that there were many busy university students willing to lend a helping hand. I was overjoyed when my peers told me how much they learned and enjoyed hearing from these speakers. Likewise, I felt much more prepared and confident for my future at college.

This project taught me the power of collaboration and community support. It highlighted the importance of reaching out to others and the positive outcomes of these connections. Moreover, it reinforced the importance of sharing experiences to help your community. 

2. Tell us about a community service project, activity, or experience that was unsuccessful. What did you learn from that experience and how do you use what you learned from that experience in a positive way?

While involved with Project SHINE with Stanford Medicine, I faced an experience that did not go as planned. Since the beginning of April 2021, I helped with co-writing a script for an in-person vignette performance at Milpitas High School for Project SHINE's Family Communication Workshop. My partner and I vigorously prepared to showcase our in-person vignette for Stanford's Project SHINE Workshop. We had spent months writing, revising, and preparing for our rehearsal. We were excited to showcase our "Strength" vignette to the community.

But our plans took an unexpected turn before our first rehearsal. The global pandemic turned the world upside down, and as a result, all in-person vignettes for Project SHINE's Family Communication Workshop had to be transitioned to an online format. While some of my team members could adapt their vignettes for online viewing without compromising the original story, our vignette relied heavily on physical interaction to create the intended emotional impact. After many discussions with my fellow team members and co-writer, we concluded that "Strength" could not effectively be conveyed through a screen and would not be shown at the virtual event as planned.

Faced with this challenge, within a few weeks, my partner and I had to find an alternative way to deliver the message of "Strength." But how could we have the same emotional impact? I knew music could resonate with people and carry messages, so I told my partner I would try using music to complement our virtual event for the emotional impact we wanted. Recognizing the power of music to resonate with people and convey messages, I suggested incorporating music into our virtual event. Building upon my passion for creating music remixes and customizing shoes, I saw an opportunity to channel my creativity in a different direction. Drawing upon the stories and emotions shared in SHINE's Student Focus Groups, I created the two songs "Run" and "Keep Going" to promote our virtual event, complementing the emotional impact.

In the end, the setback of the "Strength" Vignette taught me another meaning of creativity. I learned that creativity extends beyond traditional artistic mediums. Before, my creativity was through bringing my imagination into reality as I did in making custom shoes or remixes. But now, I learned that creativity also means solving problems innovatively and thinking out of the box for solutions. Creativity was also the ability to picture emotions, convert them into sounds, and create an emotional impact. Ultimately, this experience taught me the value of problem-solving and thinking innovatively, expanding my understanding of creativity. The successful incorporation of music into our virtual event reinforced my drive to pursue psychology and utilize music to positively impact others' lives. I realized that music can be a powerful tool for mental wellness, helping individuals process emotions and find solace. By combining my passion for psychology and music, I hope to create new therapeutic approaches later in my career to promote mental well-being and enable many to pursue their dreams.

3. How will this scholarship help you achieve your educational goal(s)?

Being honored with this scholarship would mean so much to me. Not only does this scholarship of \$600 contribute to achieving my educational goals, but it also acknowledges my hard work and contribution to the community. I would allocate the funds to maximize their impact on my academic journey and continue positively impacting my community.

Firstly, a portion of the scholarship would support my enrollment in a computer science course at San Jose City College this summer. By investing in the computer science course, I want to utilize the knowledge gained in this course to further develop the Big & Little Project that I initiated during my senior year of High School.

The computer science course will equip me with valuable programming skills to help create an online platform for the Big & Little Project. This will provide me an opportunity to continue to further develop the prior prototype webs that I had initially designed for the project. I plan on creating a more dynamic and interactive experience for participants, incorporating features such as a platform for direct communication with current college students and alumni. This would not only raise awareness of the project but also foster a vibrant community of support and guidance.

Furthermore, the scholarship funds will also contribute to funding a research project during my tenure at St. Olaf College. I'm intensely interested in complementary medicine and eager to explore its potential benefits and applications. With the scholarship, I can allocate funds to conduct research in this area, allowing me to gain more valuable insights into the field.

This research project will also allow me to collaborate with faculty members and experts in the field, fostering meaningful mentorship relationships and expanding my professional network. The scholarship will alleviate financial constraints and enable me to focus more on the research, ensuring its quality and impact.

Overall, this scholarship would have a significant positive impact on my educational journey. I am deeply grateful for the opportunity this scholarship provides, as it will not only contribute to supporting my academic endeavors but also encourage and enable me to create a positive impact in the fields I am passionate about. The financial assistance it provides will alleviate the burden of the costs of the summer course at San Jose City College and of my research project, allowing me to fully immerse myself in these educational experiences. With the scholarship's support, I am confident I can achieve my academic goals and make a difference in my chosen fields.

All applications, letter of recommendation, and questionnaires are to be submitted **by email**,
 by June 7, 2023 to: Vince Collantes, Recreation Program Coordinator
 E-mail: vcollantes@milpitas.gov
 Questions: (408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.

Adrian Dang

 Signature of Applicant

06/06/2023

 Date

Tammy Vo

 Parent Signature

06/06/2023

 Date

Please type your response to the following short essay questions on a separate piece of paper.

Responses should not exceed 500 words.

1. Tell us about the community service project, activity, or experience you are most proud of. What did you learn from that experience?

Mom told me that I cried straight for the first week of kindergarten. Transferring to middle school and later to high school, with new classes and the need to “fit in,” my world seemingly turned upside down. Entering new environments always made me feel anxious. Time passed. I became a high school senior, together with my friends, worrying about college applications and my life at college. But this time, I wanted to proactively help myself and others.

I devised a plan to invite current university students from nine UCs and other California universities to share tips on college applications and their student life experiences with my high school peers. Furthermore, I’d expand on my plan and create the Big-and-Little Project to help ease the transition from elementary to middle school and middle school to high school. I wanted to reassure the underclassmen through live examples of successful upperclassmen with real experiences at the schools they would transfer to. Within this experience-sharing program, I’d also combine options to provide opportunities for high schoolers and middle schoolers to earn community service hours and conduct their own community projects, such as giving underclassmen lessons about leadership, dance, arts, and more. By participating in the Big-and-Little project, both parties benefit through these mutually beneficial events.

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In the end, I felt grateful that there were many busy university students willing to lend a helping hand. I was overjoyed when my peers told me how much they learned and enjoyed hearing from these speakers. Likewise, I felt much more prepared and confident for my future at college. This project taught me the power of collaboration and community support. It highlighted the importance of reaching out to others and the positive outcomes of these connections. Moreover, it reinforced the importance of sharing experiences to help your community.

Overall, the Big-and-Little Project holds a special place in my heart because it not only allowed me to address my own anxieties about transitioning to college but also provided a platform for my peers to gain valuable knowledge and support. It taught me essential skills in networking, organization, and creating mutually beneficial events. Most importantly, it showed me the power

of community and the profound impact individuals can have when they come together to support one another in times of change and uncertainty. I'll continue mentoring this project while I'm in college and hope to receive this scholarship to expand it with more activities.

2. Tell us about a community service project, activity, or experience that was unsuccessful. What did you learn from that experience and how do you use what you learned from that experience in a positive way?

While involved with Project SHINE with Stanford Medicine, I faced an experience that did not go as planned. Since the beginning of April 2021, I helped with co-writing a script for an in-person vignette performance at Milpitas High School for Project SHINE's Family Communication Workshop. My partner and I vigorously prepared to showcase our in-person vignette for Stanford's Project SHINE Workshop. We had spent months writing, revising, and preparing for our rehearsal. We were excited to showcase our "Strength" vignette to the community.

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passion for psychology and music, I hope to create new therapeutic approaches later in my career to promote mental well-being and enable many to pursue their dreams.

3. How will this scholarship help you achieve your educational goal(s)? (400 words)

Being honored with this scholarship would mean so much to me. Not only does this scholarship of \$600 contribute to achieving my educational goals, but it also acknowledges my hard work and contribution to the community. I would allocate the funds to maximize their impact on my academic journey and continue positively impacting my community.

Firstly, a portion of the scholarship would support my enrollment in a computer science course at San Jose City College this summer. By investing in the computer science course, I want to utilize the knowledge gained in this course to further develop the Big & Little Project that I initiated during my senior year of High School.

The computer science course will equip me with valuable programming skills to help create an online platform for the Big & Little Project. This will provide me an opportunity to continue to further develop the prior prototype website I had initially designed for the project. I plan on creating a more dynamic and interactive experience for participants, incorporating features such as a platform for direct communication with current college students and alums. This would not only raise awareness of the project but also foster a vibrant community of support and guidance.

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June 5, 2023

Dear Mr. Collantes and Scholarship Committee,

Adrian Dang is an exemplary student and community member. He would be an excellent candidate for the Youth Advisory Commission scholarship. He was a member of the inaugural class of the Milpitas Middle College High School. He quickly distinguished himself by demonstrating leadership skills that include a community-minded, inclusive mindset, and a future-focused mentality that is rare in adolescents. Adrian became our first student government president and worked with a diverse group of students to help build our democratic school where we focus on collaboration, not competition. Adrian led food and jacket drives for our local community and hosted fundraisers, including developing a student store to support student government.

In addition to his student government work, Adrian has continued to challenge himself with Honors and College level coursework. His excellent academic record speaks for itself. Adrian has used his academic prowess to encourage and support the success of his peers through informal tutoring. During his Senior year at the Middle College, Adrian was welcoming and supportive to the new students who joined us, assisting them with their writing assignments and schoolwork in general.

In the broader community, Adrian has worked to increase parent-teenage communication through his work with Project Shine in collaboration with Standford. He also started a project to connect current college students and current high school Seniors to make transitions between high school and college more seamless for students.

Please consider this letter my strong recommendation for Adrian Dang as a scholarship recipient from the Youth Advisory Commission. Adrian truly embodies the values of exemplary service and leadership.. Please contact me for additional information.

Sincerely,

Karisa Scott
Principal, Milpitas Middle College High School
kscott@musd.org 408-635-2805 ext. 4405



Adrian Dang

Milpitas Middle College High School - Grade 12

Search students, pages, d



Adrian Dang

NO ALERTS

Alerts will

Item # C16.

Transcripts

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Adrian Dang

Info

Graduation Track	Graduated	Grad Stat	Expected Grad
Default			
Comment			

VPAS This process will recompute the student's built-in gpa and any district gpas defined below.

(W) Acad GPA	(W) Total GPA	(W) 10-12 GPA	Credit Att/Compl
4.69	4.59	4.75	316.66 316.66

Grades

Gradebook

Gradebook

Details

Report Card

History

Grades

Grade History

Graduation

Status

Transcripts

College Entrance

Requirements

Standards Based

Progress

Dashboard

Course History

☐ Sort by Subject
 ☒ Sort by Date Descending

2022-2023 | Milpitas Middle College HighGrade 12 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
444	2022-2023	5	12	100055	English MH		P	H	A	5.00	5.00			
444	2022-2023	5	12	303054	Honors Amer Gov		P	H	A	5.00	5.00			
444	2022-2023	5	12	705045	CollCarAdv		P		CR	5.00	5.00			

2022-2023 | San Jose City CollegeGrade 12 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5123	2022-2023	5	12	CULELT	COLLEV Elective		P	H	A	10.00	10.00	Fund of Web Design		
5123	2022-2023	5	12	CULSOC	COLLEV Soc Sci		P	H	A	10.00	10.00	Intro to Sociology		
5123	2022-2023	5	12	CULVPA	COLLEV Fine Art		P	H	A	10.00	10.00	Exploring World Of Music		
5123	2022-2023	5	12	NUAPEH	ODTNUC PE			N	A	3.33	3.33	Yoga for Stress Mgmt		
5123	2022-2023	5	12	NUAPEH	ODTNUC PE			N	A	10.00	10.00	Fit For Life		

2021-2022 | Milpitas Middle College HighGrade 11 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
444	2021-2022	6	11	100053	English III H		P	H	A	5.00	5.00			
444	2021-2022	6	11	302053	HonorsUSHistory		P	H	A+	5.00	5.00			
444	2021-2022	6	11	705045	CollCarAdv		P		P	5.00	5.00			

2021-2022 | San Jose City CollegeGrade 11 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5123	2021-2022	6	11	CMATL3	COLLEV Math L3		P	H	A	13.00	13.00	Precalc Algebra		
5123	2021-2022	6	11	CMATL3	COLLEV Math L3		P	H	P	6.00	6.00	Precalc Prep		
5123	2021-2022	6	11	CULSOC	COLLEV Soc Sci		P	H	A	10.00	10.00	ResearchMethPsych		
5123	2021-2022	6	11	CULSOC	COLLEV Soc Sci		P	H	A	10.00	10.00	VietAmCulture		
5123	2021-2022	6	11	NUAPEH	ODTNUC PE			N	A	3.33	3.33	Hatha Yoga		

2021-2022 | Milpitas Middle College HighGrade 11 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
444	2021-2022	5	11	100053	English III H		P	H	A	5.00	5.00			
444	2021-2022	5	11	302053	HonorsUSHistory		P	H	A	5.00	5.00			
444	2021-2022	5	11	705045	CollCarAdv		P		P	5.00	5.00			

2021-2022 | San Jose City CollegeGrade 11 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5123	2021-2022	5	11	CMATL3	COLLEV Math L3		P	H	A	10.00	10.00	Elem Stats		
5123	2021-2022	5	11	CMATL3	COLLEV Math L3		P	H	P	6.00	6.00	Stat Support		
5123	2021-2022	5	11	CULSOC	COLLEV Soc Sci		P	H	A	10.00	10.00	Psych Behav		

2021-2022 | Mission CollegeGrade 11 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5192	2021-2022	5	11	CFLA20	COLLEV Flng L2		P	H	A	10.00	10.00	Vietnamese 02		

2020-2021 | San Jose City CollegeGrade 11 | Summer Session

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
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5123	2020-2021	7	11	CULSOC	COLLEV Soc Sci		P	H	A	10.00	10.00	General Psych		
2020-2021 Mission CollegeGrade 11 Spring Semester														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5192	2020-2021	6	11	CFLA10	COLLEV Flng L1		P	H	A	10.00	10.00	Vietnamese 01		
2020-2021 Milpitas HighGrade 10 Spring Semester														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2020-2021	6	10	100042	English II		P		A	5.00	5.00			
341	2020-2021	6	10	206246	Int CCMath II		P		A	5.00	5.00			
341	2020-2021	6	10	301042	Wrld History		P		A	5.00	5.00			
341	2020-2021	6	10	402045	Chemistry		P		A+	5.00	5.00			
341	2020-2021	6	10	702022	AVID II		P	N	A	5.00	5.00			
341	2020-2021	6	10	703075	Leadership		P		A	5.00	5.00			
2020-2021 Milpitas HighGrade 10 Fall Semester														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2020-2021	5	10	100042	English II		P		A	5.00	5.00			
341	2020-2021	5	10	206246	Int CCMath II		P		A+	5.00	5.00			
341	2020-2021	5	10	301042	Wrld History		P		A	5.00	5.00			
341	2020-2021	5	10	402045	Chemistry		P		A	5.00	5.00			
341	2020-2021	5	10	702022	AVID II		P	N	A	5.00	5.00			
341	2020-2021	5	10	703075	Leadership		P		A	5.00	5.00			
2019-2020 San Jose City CollegeGrade 10 Summer Session														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5123	2019-2020	7	10	CULUSH	COLLEV US Hist		P	H	A	10.00	10.00	US History		
2019-2020 Milpitas HighGrade 9 Spring Semester														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2019-2020	6	9	100041	English I		P		CR	5.00	5.00			
341	2019-2020	6	9	206146	Int CCMath I		P		CR	5.00	5.00			
341	2019-2020	6	9	401045	Biology		P		CR	5.00	5.00			
341	2019-2020	6	9	600201	PE 9			N	CR	5.00	5.00			
341	2019-2020	6	9	702011	AVID I		P	N	CR	5.00	5.00			
341	2019-2020	6	9	703075	Leadership		P		CR	5.00	5.00			
2019-2020 Milpitas HighGrade 9 Fall Semester														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2019-2020	5	9	100041	English I		P		A-	5.00	5.00			
341	2019-2020	5	9	206146	Int CCMath I		P		A	5.00	5.00			
341	2019-2020	5	9	401045	Biology		P		A-	5.00	5.00			
341	2019-2020	5	9	600201	PE 9			N	A-	5.00	5.00			
341	2019-2020	5	9	702011	AVID I		P	N	A	5.00	5.00			
341	2019-2020	5	9	703075	Leadership		P		A	5.00	5.00			
2018-2019 Thomas Russell MiddleGrade 8 Spring - Q3														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	3	8	101548	Engl Lang Arts8				A	3.33	3.33			
232	2018-2019	3	8	200048	Math 8				A-	3.33	3.33			
232	2018-2019	3	8	302048	US History 8				A+	3.33	3.33			
232	2018-2019	3	8	400048	Science 8				A	3.33	3.33			
232	2018-2019	3	8	600208	PE 8			N	A	3.33	3.33			
232	2018-2019	3	8	702008	AVID 8			N	A	3.33	3.33			
2018-2019 Thomas Russell MiddleGrade 8 Fall- Q2														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	2	8	101548	Engl Lang Arts8				A	3.33	3.33			
232	2018-2019	2	8	200048	Math 8				A	3.33	3.33			
232	2018-2019	2	8	302048	US History 8				A	3.33	3.33			
232	2018-2019	2	8	400048	Science 8				A-	3.33	3.33			
232	2018-2019	2	8	600208	PE 8			N	A	3.33	3.33			
232	2018-2019	2	8	702008	AVID 8			N	A	3.33	3.33			
2018-2019 Thomas Russell MiddleGrade 8 Fall - Q1														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	1	8	101548	Engl Lang Arts8				A	3.33	3.33			
232	2018-2019	1	8	200048	Math 8				A	3.33	3.33			
232	2018-2019	1	8	302048	US History 8				A	3.33	3.33			
232	2018-2019	1	8	400048	Science 8				A-	3.33	3.33			
232	2018-2019	1	8	600208	PE 8			N	A	3.33	3.33			
232	2018-2019	1	8	702008	AVID 8			N	A	3.33	3.33			
2017-2018 Thomas Russell MiddleGrade 7 Spring - Q3														
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2017-2018	3	7	101547	Engl Lang Arts7				A	3.33	3.33			

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232	2017-2018	3	7	200047	Math 7				A	3.33	3.33			
232	2017-2018	3	7	300047	Soc St 7				A	3.33	3.33			
232	2017-2018	3	7	400047	Science 7				A	3.33	3.33			
232	2017-2018	3	7	600207	PE 7			N	A	3.33	3.33			
232	2017-2018	3	7	702007	AVID 7			N	A	3.33	3.33			

Item # C16.

2017-2018 | Thomas Russell MiddleGrade 7 | Fall- Q2

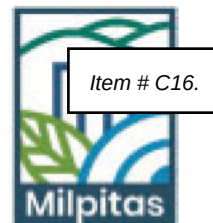
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2017-2018	2	7	101547	Engl Lang Arts7				A	3.33	3.33			
232	2017-2018	2	7	200047	Math 7				A	3.33	3.33			
232	2017-2018	2	7	300047	Soc St 7				A+	3.33	3.33			
232	2017-2018	2	7	400047	Science 7				A	3.33	3.33			
232	2017-2018	2	7	600207	PE 7			N	A	3.33	3.33			
232	2017-2018	2	7	702007	AVID 7			N	A+	3.33	3.33			

2017-2018 | Thomas Russell MiddleGrade 7 | Fall - Q1

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2017-2018	1	7	101547	Engl Lang Arts7				A+	3.33	3.33			
232	2017-2018	1	7	200047	Math 7				A+	3.33	3.33			
232	2017-2018	1	7	300047	Soc St 7				A~	3.33	3.33			
232	2017-2018	1	7	400047	Science 7				A	3.33	3.33			
232	2017-2018	1	7	600207	PE 7			N	A	3.33	3.33			
232	2017-2018	1	7	702007	AVID 7			N	A+	3.33	3.33			

Transcript Indicators Legend

No Transcript Indicators Defined



Item # C16.

Youth Advisory Commission

Community Service Scholarship Application

Scholarship Application and Questionnaire Due: June 7, 2023

The City of Milpitas Youth Advisory Commission has established a scholarship program for Milpitas residents currently in high school, of junior or senior standing. The purpose of the scholarship program is to encourage students to continue their education by enrolling in a higher education or trade school and provide financial assistance to students who wish to continue their education. A \$600 monetary scholarship will be awarded to three (3) high school juniors or seniors, to be used toward future school opportunities/supplies/tuition. The recipient must meet the following criteria and will be selected by the Youth Advisory Commission:

- Must be a high school junior or senior and a resident of Milpitas.
- Must demonstrate a history of community service beyond any school requirements.
- Must demonstrate exemplary leadership and be a role model in his/her community.
- Must complete the scholarship questionnaire, consisting of three short essay question.
- Must possess a minimum 2.5 accumulative, weighted GPA. Transcript is required.
- One (1) letter of recommendation, including contact information, from a teacher, counselor, or organization leader.
- Applications must be received no later than June 7, 2023 at 5:00 p.m.

Please Print

Last First MI **Gandhi Jaina S.**

Street, City & Zip [REDACTED]

Phone Email [REDACTED]

Graduating High School Jr. College/College/Trade School /University you plan/ hope on attending **Milpitas High School, Graduating Class of 2024**

GPA (accumulative, weighted) : 4.41

Transcripts

←

Jaina Gandhi

→

General

Contact

Adm Info

Programs

User Codes

Graduation Track		Graduated	Grad Stet	Expected Grad
Default				
Comment				

GPAs

This process will recompute the student's built-in gpa and any district gpas defined below.

(W) Acad GPA	(W) Total GPA	(W) 10-12 GPA	Credit Att/Compl
4.41	4.41	4.55	180.00 180.00

Name	GPA	Class Rank/Size	GPA Last Updated	Class Rank Last Updated
------	-----	-----------------	------------------	-------------------------

Note: Please attach transcript. GPA and transcripts will be kept confidential.

Are you or your family currently receiving public assistance, utilizing assistance programs, low-income benefits or services? (Optional)

Yes

Transcripts

General Contact Addt'l Info Programs 0 User Codes ▾

Jaina Gandhi

Graduation Track	Graduated	Grad Stat	Expected Grad
Default			
Comment			

GPA's This process will recompute the student's built-in gpa and any district gpas defined below.

(W) Acad GPA	(W) Total GPA	(W) 10-12 GPA	Credit Att/Compl	
4.45	4.45	4.57	210.00	210.00
Name	GPA	Class Rank/Size	GPA Last Updated	Class Rank Last Updated

Course History

☐ Sort by Subject ☒ Sort by Date Descending

2022-2023 | Milpitas HighGrade 11 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2022-2023	6	11	100053	English III H		P	H	A-	5.00	5.00			
341	2022-2023	6	11	204565	AP Statistics		P	H/AP	A-	5.00	5.00			
341	2022-2023	6	11	306865	AP Psychology		P	H/AP	A	5.00	5.00			
341	2022-2023	6	11	402065	AP Chem		P	H/AP	A-	5.00	5.00			
341	2022-2023	6	11	502345	Spanish III		P		A-	5.00	5.00			
341	2022-2023	6	11	703075	Leadership		P		A	5.00	5.00			

2022-2023 | Milpitas HighGrade 11 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2022-2023	5	11	100053	English III H		P	H	A-	5.00	5.00			
341	2022-2023	5	11	204565	AP Statistics		P	H/AP	A-	5.00	5.00			
341	2022-2023	5	11	306865	AP Psychology		P	H/AP	A	5.00	5.00			
341	2022-2023	5	11	402065	AP Chem		P	H/AP	B+	5.00	5.00			
341	2022-2023	5	11	502345	Spanish III		P		A-	5.00	5.00			
341	2022-2023	5	11	703075	Leadership		P		A	5.00	5.00			

2021-2022 | Mission CollegeGrade 10 | Summer Session

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
5192	2021-2022	7	10	CULCIV	COLLEV Civics		P	H	A	10.00	10.00	American Government		

2021-2022 | Milpitas HighGrade 10 | Spring Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2021-2022	6	10	100112	English IIA		P		A	5.00	5.00			
341	2021-2022	6	10	204265	AP Calc BC		P	H/AP	A-	5.00	5.00			
341	2021-2022	6	10	301062	AP Wrld Hist		P	H/AP	A	5.00	5.00			
341	2021-2022	6	10	402055	Chemistry H		P	H	A-	5.00	5.00			
341	2021-2022	6	10	502245	Spanish II		P		A-	5.00	5.00			
341	2021-2022	6	10	703075	Leadership		P		A	5.00	5.00			

2021-2022 | Milpitas HighGrade 10 | Fall Semester

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
341	2021-2022	5	10	100112	English IIA		P		A	5.00	5.00			
341	2021-2022	5	10	204265	AP Calc BC		P	H/AP	B+	5.00	5.00			

341	2021-2022	5	10	301062	AP Wrld Hist		P	H/AP	A	5.00	5.00	Item # C16.			
341	2021-2022	5	10	402055	Chemistry H		P	H	A	5.00	5.00				
341	2021-2022	5	10	502245	Spanish II		P		A	5.00	5.00				
341	2021-2022	5	10	703075	Leadership		P		A	5.00	5.00				
2020-2021 San Jose City CollegeGrade 10 Summer Session															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
5123	2020-2021	7	10	CULUSH	COLLEV US Hist		P	H	A	10.00	10.00	Hist of the US			
2020-2021 Milpitas HighGrade 9 Spring Semester															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
341	2020-2021	6	9	100111	English IA		P		A	5.00	5.00				
341	2020-2021	6	9	203555	Pre Calculus H		P	H	A-	5.00	5.00				
341	2020-2021	6	9	401045	Biology		P		A+	5.00	5.00				
341	2020-2021	6	9	502145	Spanish I		P		A+	5.00	5.00				
341	2020-2021	6	9	600201	PE 9			N	P	5.00	5.00				
341	2020-2021	6	9	703075	Leadership		P		A	5.00	5.00				
2020-2021 Milpitas HighGrade 9 Fall Semester															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
341	2020-2021	5	9	100111	English IA		P		A	5.00	5.00				
341	2020-2021	5	9	203555	Pre Calculus H		P	H	B+	5.00	5.00				
341	2020-2021	5	9	401045	Biology		P		A+	5.00	5.00				
341	2020-2021	5	9	502145	Spanish I		P		A+	5.00	5.00				
341	2020-2021	5	9	600201	PE 9			N	P	5.00	5.00				
341	2020-2021	5	9	703075	Leadership		P		A	5.00	5.00				
2019-2020 Math Jam MHSGrade 9 Summer Session															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
61338	2019-2020	7	9	UMATL3	ODTUCA Math L3		P		P	10.00	10.00	Math III			
2019-2020 Thomas Russell MiddleGrade 8 Spring - Q3															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
232	2019-2020	3	8	101548	Engl Lang Arts8				CR	3.33	3.33				
232	2019-2020	3	8	206246	Int CCMath II		P		CR	3.33	3.33				
232	2019-2020	3	8	302048	US History 8				CR	3.33	3.33				
232	2019-2020	3	8	400048	Science 8				CR	3.33	3.33				
232	2019-2020	3	8	600208	PE 8			N	CR	3.33	3.33				
232	2019-2020	3	8	702979	Leadership MS			N	CR	3.33	3.33				
2019-2020 Thomas Russell MiddleGrade 8 Fall- Q2															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
232	2019-2020	2	8	101548	Engl Lang Arts8				A+	3.33	3.33				
232	2019-2020	2	8	206246	Int CCMath II		P		A	3.33	3.33				
232	2019-2020	2	8	302048	US History 8				A	3.33	3.33				
232	2019-2020	2	8	400048	Science 8				A+	3.33	3.33				
232	2019-2020	2	8	600208	PE 8			N	A+	3.33	3.33				
232	2019-2020	2	8	702979	Leadership MS			N	A+	3.33	3.33				
2019-2020 Thomas Russell MiddleGrade 8 Fall - Q1															
Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More	
232	2019-2020	1	8	101548	Engl Lang Arts8				A	3.33	3.33				
232	2019-2020	1	8	206246	Int CCMath II		P		A-	3.33	3.33				
232	2019-2020	1	8	302048	US History 8				A+	3.33	3.33				

Item # C16.

232	2019-2020	1	8	400048	Science 8				A+	3.33	3.33			
232	2019-2020	1	8	600208	PE 8			N	A+	3.33	3.33			
232	2019-2020	1	8	702979	Leadership MS			N	A+	3.33	3.33			

2018-2019 | Thomas Russell MiddleGrade 7 | Spring - Q3

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	3	7	101047	Lang Arts 7				A+	3.33	3.33			
232	2018-2019	3	7	200048	Math 8				A+	3.33	3.33			
232	2018-2019	3	7	300047	Soc St 7				A+	3.33	3.33			
232	2018-2019	3	7	400047	Science 7				A+	3.33	3.33			
232	2018-2019	3	7	600207	PE 7			N	A+	3.33	3.33			
232	2018-2019	3	7	702979	Leadership MS			N	A+	3.33	3.33			

2018-2019 | Thomas Russell MiddleGrade 7 | Fall- Q2

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	2	7	101047	Lang Arts 7				A+	3.33	3.33			
232	2018-2019	2	7	200048	Math 8				A+	3.33	3.33			
232	2018-2019	2	7	300047	Soc St 7				A+	3.33	3.33			
232	2018-2019	2	7	400047	Science 7				A-	3.33	3.33			
232	2018-2019	2	7	600207	PE 7			N	A+	3.33	3.33			
232	2018-2019	2	7	702979	Leadership MS			N	A+	3.33	3.33			

2018-2019 | Thomas Russell MiddleGrade 7 | Fall - Q1

Schl	Year	Tm	Grd	Crs ID	Std Course Title	RT	CP	N/H	Mark	Atmp	Comp	Special Crs Title	Indicators	More
232	2018-2019	1	7	101047	Lang Arts 7				A+	3.33	3.33			
232	2018-2019	1	7	200048	Math 8				A+	3.33	3.33			
232	2018-2019	1	7	300047	Soc St 7				A+	3.33	3.33			
232	2018-2019	1	7	400047	Science 7				A	3.33	3.33			
232	2018-2019	1	7	600207	PE 7			N	A-	3.33	3.33			
232	2018-2019	1	7	702979	Leadership MS			N	A+	3.33	3.33			

Transcript Indicators Legend

No Transcript Indicators Defined

No

Item # C16.



Recreation and
Community Services

Milpitas Community Center, 457 E. Calaveras Blvd., (408) 586-3210
 Milpitas Senior Center, 40 N. Milpitas Blvd. (408) 586-3400
 Milpitas Sports Center, 1325 E. Calaveras Blvd., (408) 586-3225

Youth Advisory Commission
Community Service Scholarship Questionnaire
(Attach to application)

Please type your response to the following short essay questions on a separate piece of paper. Responses should not exceed 500 words.

1. Tell us about the community service project, activity, or experience you are most proud of. What did you learn from that experience?

As a kid, I used to always live in the moment – reenacting scenes from plays and imagining color on blank canvases, all without a care about the past or a look to the future. As I grew older, I became encased in the expectations of whom I should aspire to be, rather than who I am. Children are impressionable leaders. They are unafraid of failure and have the most compassionate minds. Thus, it is truly at a young age, when children are exploring beyond their interests and committing their minds to a sense of accomplishment. I still remember the first time I truly felt that my mind was being challenged outside of my academic aspirations. In sixth grade, I got to participate in Milpitas Elementary Science Olympiad. My science teacher put together a team of 10-15 students who were interested in competing against other teams in a variety of niche scientific topics. Little did I know, that 4 years later, I would be at Milpitas High School, looking forward to organizing MESO Workshops 2022. As MESO Director my sophomore year, I partnered with my co-director to bring back the competition that introduced me to the community of Science Olympiad – a community that has pushed me to believe in the impact that a group of thoughtfully committed citizens can make, so much so, that I will be continuing my journey as Captain of the MHS Science Olympiad team in my senior year. I still remember the first time I put pen to paper and brought my vision for MESO to life. As we concluded our 2022 Science Olympiad competition season, we dove right into planning for the largest outreach event of the year. We dedicated hours amidst AP testing, final exams preparation, etc. to make this event a success by reaching out to elementary schools and helping combat the isolation, loneliness, and boredom that was thrust upon the students during COVID-19. My co-director and I worked together to brainstorm activities that would be enjoyable for students to participate in and be the most engaging, yet practical, from the perspective of our workshop leaders. The day itself was stressful because not only were we organizing over 20 different workshops across 6 different time blocks from 8:00 AM to 3:00 PM, but we were also organizing lunch for the 200+ elementary students. Despite any struggles we faced with scheduling, organization of the event, last-minute cancellations, etc. watching my fellow Science Olympiad teammates interact with the next generation of STEAM enthusiasts was the most gratifying experience. Witnessing the smiles on students' faces as they took home bags of slime, strawberry DNA, pathological coloring books, and even little ping-pong parachutes is what made the event one that I am eternally proud of. As it turns out, the elementary students were not the only ones who learned something new that day. MESO showed me that STEAM is truly nothing without TEAM.

2. Tell us about a community service project, activity, or experience that was unsuccessful. What did you learn from that experience and how do you use what you learned from that experience in a positive way?

As the Services to the Armed Forces Coordinator this past year for the American Red Cross Youth Executive Board, my committee and I created several opportunities for the youth to participate in events that not only showcased the mission of the Red Cross, but further defined its involvement in the U.S. military. An event that I would consider to be my favorite this year was the Refugee Simulation event that the IHL coordinator and I held in person. It took about 3-4 weeks of preparation to make all of the materials, including creating a presentation, working on the

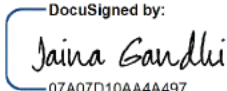
interactive activities, creating counterfeit immigration paperwork, etc. However, when it came to the day of the event, outside of our committees, we only had about 6 people show up to the San Jose Red Cross office. Although success can be defined in a plethora of ways, in the moment, it was upsetting to see such little participation in an event we had worked so hard to put out. After COVID-19, it has been difficult to get the same amount of participation that one gets in online events in person at Red Cross offices, especially because of the location of some of them. However, even with the small amount of people we had, the feedback at the event was extremely positive. The students learned about a variety of different struggles refugees go through, but also experienced them through our workshops and activities, such as border crossing, filling out immigration paperwork in incomprehensible language, etc. As it turns out, getting the opportunity to experience what refugees go through was more eye opening and engaging than simply listening to us speak about refugee crisis. The entire event taught me that in order to truly bring change in this world, we must be willing to change the perspective of people, rather than simply provide them with information without purpose. If we could all just learn to empathize with each other, it would create a sense of community and belonging so powerful, that we could change the world. With each stepping stone, we could create a cobblestone path that would bring about advancements in society. The event showed me that no matter how much effort you put in, the results can only have an impact if the initiative touches the hearts of the community, and that creating change within each individual, even if it is one person at a time, is the most definitive way to create impact.

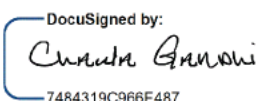
3. How will this scholarship help you achieve your educational goal(s)?

This scholarship will help me buy any technology or textbooks I need when I go to college next fall. Honestly speaking, I will be adding this scholarship to my college funds, along with any money I earn this summer while tutoring. Getting this scholarship would mean a lot to me, besides even the money, because it would provide assistance in buying a computer of my own that would allow me to pursue a higher education in biotechnology and medicine.

All applications, letter of recommendation, and questionnaires are to be submitted by email, by June 7, 2023 to: Vince Collantes, Recreation Program Coordinator
E-mail: vcollantes@milpitas.gov
Questions: (408) 586-3231

I, the undersigned, do hereby agree to allow the individual named herein to participate in the YAC Community Service Scholarship program. I certify that all statements made in this application are true and correct to the best of my knowledge, and I agree and understand that if I am to receive this scholarship, any false statements may result in my disqualification.

Signature of Applicant 
Date 6/7/23

Parent Signature 
Date 6/7/23



Jerell Maneja, Activities Director
Milpitas High School
1285 Escuela Pkwy, Milpitas, CA 95035

Jun 6, 2023

To the Milpitas Youth Advisory Commission Board,

My name is Jerell Maneja, and I serve as the Activities Director of Milpitas High School. Please accept this recommendation for Jaina Gandhi's application for Youth Advisory Commissioner. Jaina has been an outstanding leader, and student advocate in the Milpitas HS Leadership program since the Fall 2020 Semester. She thrives in establishing and meeting lofty goals through building innovative systems and leading peers on her team.

In her first year, Jaina served as the 9th-grade class vice president. She used the opportunity during distance learning to facilitate more online social interactions and help first-year students transition into a unique high school environment. The following year, Jaina was appointed the Student Club Commissioner after impressing the ASB officers with her vision for clubs. Jaina guided clubs to serve as crucial social spaces for our campus, leading to more student engagement and a new high mark for registered clubs. As the Elections commissioner, Jaina embraced our vision for rethinking school traditions this past year. Through modifying our systems of student elections, homecoming court, and prom king, Jaina used innovation and coordination with her peers to build record amounts of student engagement and promote more robust connections between peers on campus.

Jaina is an innovative leader who knows how to meet a vision of equity, belonging, and connections. She has also shown this through her extracurricular work and involvement in the community. I am excited to see what further impact Jaina can make in her new role as the student store commissioner, and I hope you allow her to impact the city of Milpitas. If you have questions about Jaina's qualifications, please contact me at jmanejia@musd.org or (650)291-7785.

Kindest regards,

Jerell Maneja
MHS Activities Director



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Staff Report and Presentation; Provide Direction on the Options Related to the Development and/or Disposition of the Parcels Located at 1432–1488 South Main Street (Staff Contact: Ashwini Kantak, Assistant City Manager, 408-586-3053)
Category:	Community Development
Meeting Date:	8/15/2023
	<u>Recommendation:</u> Receive staff report and presentation; provide direction on purchase of 1432-1446 S. Main Street (Parcel 1) from the Housing Authority, and on options related to the parcels located at 1452-1488 S. Main Street (Parcels 2 and 3).

BACKGROUND:

On [September 28, 2021](#), the City Council began discussion and on [December 7, 2021](#), provided direction on the possible development or disposition of three parcels of land owned by the Milpitas Housing Authority and the City of Milpitas.

For the purposes of this item, we will refer to these parcels as follows:

Parcel	Address	Ownership Entity
Parcel 1	1432-1446 South Main Street	Milpitas Housing Authority
Parcel 2	1452-1466 South Main Street	City of Milpitas
Parcel 3	1474-1488 South Main Street	City of Milpitas

The parcel located at 1432-1446 South Main Street (“Parcel 1”) was transferred to the City of Milpitas Housing Authority by the former Milpitas Redevelopment Agency as a former redevelopment agency housing asset. The parcels located at 1452-1466 South Main Street (“Parcel 2”) and 1474-1488 South Main Street (“Parcel 3”) are owned by the City of Milpitas itself.

Parcel 1 is considered a “housing asset,” and is therefore subject to the requirements of the Dissolution Law applicable to housing assets (set forth at Health and Safety Code Sections 34176 and 34176.1) and the applicable provisions of the Community Redevelopment Law. Accordingly, the Milpitas Housing Authority was required to either initiate activities on Parcel 1 that are consistent with the development of the property for affordable housing prior to August 31, 2022, or sell the parcel and deposit the sales proceeds in the Low and Moderate Income Housing Asset Fund (LMIHAF) to be used for future development of affordable housing elsewhere in the City. Parcels 2 and 3 are not subject to the same timeframe, but the City’s General Plan calls for high density housing over the long term. Since December 2021, a Phase II environmental site assessment, asbestos and lead-based paint analysis, and an appraisal have been completed, and the services of a broker have been obtained to help prepare Parcel 1 for sale.

On June 20, 2023, the sale of Parcel 1 was discussed in closed session, and staff was directed to bring back a comprehensive discussion related to the disposition of the three parcels, including exploring long term leases in lieu of sale, for all parcels.

On February 28, 2023, as part of the presentation of the Proposed Five-Year 2024-2028 Capital Improvement Program, Council also provided direction for staff to explore a police substation on the parcels on South Main Street. A police substation is included as part of the infrastructure plan and impact fees for the TASP, now Metro, Specific Plan area.

ANALYSIS:

There are several considerations related to the disposition of the three parcels including the interests of the Housing Authority, potential City use of the properties and associated funding, state requirements and legal considerations for the disposition of the parcels, as well as alignment with the Metro Specific Plan, the Economic Development Strategy, and the Parks and Recreation Master Plan.

Parcel 1

As noted above, Parcel 1 is a Housing Authority asset and in accordance with State law, should be sold as soon as possible. The monies from the sale would be deposited in the Housing Authority fund for future efforts to support affordable housing in the City. Since Parcel 1 is adjacent to the two City owned parcels on S. Main Street, the City could consider purchasing Parcel 1 from the Housing Authority and explore a long-term lease for all three parcels. If Council wishes to pursue this approach, staff will bring forward a discussion regarding price and terms for the purchase of Parcel 1 to a future City Council closed session.

Potential City Use of Parcels 2 and 3

The City needs to determine if it wishes to use Parcels 2 and 3, or a portion thereof, for City operations and services. Both these parcels are included in the Metro Specific Plan (formerly Transit Area Specific Plan) area and are approximately 1.7 gross acres in total size. The Metro Specific Plan envisions City facilities such as a police sub-station and additional parkland, both of which uses could potentially be located on these parcels. There is \$16.7 million in funding from development fees for parks and community facilities, with \$1 million programmed in the adopted five-year CIP for a police substation and \$3.6 million programmed for a new park in the Metro Tango area. The remaining \$12.1 million is available for future parks and community facilities, however, it is important to note that the Metro Plan includes several other park and community facilities that have not yet been programmed and will require future funding.

Several scenarios were reviewed to renovate the current buildings into a police substation, consisting of an office area with parking to a more robust police substation with large evidence storage and an updated Emergency Operations Center (EOC) to address additional existing public safety needs. The consultant has provided preliminary cost estimates to staff, with the final report expected in late August. Based on preliminary cost estimates, the least expensive scenario (office area with parking and emergency back-up power generator) is estimated at \$3.5 million. Adding evidence storage to the project would increase the total cost to approximately \$6.6 million. Staff also reviewed the potential for renovating the rear building and enclosed area of Parcel 3 to serve as evidence storage only. Given the condition of the roof, electrical system, and need for additional repairs, rehabilitation was estimated at approximately \$1.4 million. The cost of renovation is similar to new construction, so it would likely be more cost effective to incorporate a police substation as part of the future development of the site, rather than pursuing a near-term site renovation. Staff will provide the Mayor and City Council with further details on these cost estimates in an informational memorandum in September 2023.

In addition to the police sub-station, there are other public safety needs, such as evidence storage and an Emergency Operations Center, that could potentially be located on these two parcels. See Attachment A for a summary of a feasibility analysis. Given the anticipated growth in the Metro area and a likely need for parking, a parking garage could also be deemed a potential City use on these parcels.

It is important to note however, that at this time, there is no funding available for a new Emergency Operations Center or an evidence storage facility. Furthermore, other space and infrastructure issues need to be addressed at the existing Police headquarters so it may be more appropriate for the City to undertake a comprehensive analysis of the needs, potential funding mechanisms, and interim plans in case of a rehabilitation or replacement of the existing facilities. With regards to the other uses such as open space and parking, no scoping has been done thus far. If Council wishes to consider these City uses for Parcels 2 and 3 staff will need to return with proposed options.

Surplus Land Act

The Surplus Land Act (SLA) is the right of first refusal law that requires all local agencies to offer surplus land for sale or lease (unless lease is less than five years) to affordable housing developers and certain other entities before selling or leasing the land to any other individual or entity. Before a local agency disposes of land, it must first comply with a public bidding process unless a proposed disposition qualifies for an exemp

approved by the California Department of Housing and Community Development. Parcels 2 and 3 are presently subject to the SLA if the City did not need the land for City operations and declared the parcels to be surplus. If the City acquired Parcel 1, that property would at that time become subject to the SLA for future dispositions.

There are some exemptions to the SLA. The majority of exemptions under the SLA pertain to situations where a property is to be developed for affordable housing, including the following potential uses for Parcels 1, 2, and 3:

- A development of any kind where not less than 80% of the property's area is used for the development of housing, not less than 40% of the units built are affordable to households whose incomes are less than or equal to 75% of the maximum income of lower income households (with at least half of those units being affordable to very low income households), and all units affordable to persons of low or moderate income are restricted by agreement to remain affordable for not less than 30 years.
- A housing development, put out to open, competitive bid, with ancillary commercial ground floor uses, that restricts 100% of the units to low and moderate income households, with at least 75% of the units restricted to lower income households. Further, the maximum sales price or rent for the units must not be higher than 20% below median market rents or sales prices in the neighborhood where site is located.
- A mixed-use development, put out to open, competitive bid, that is more than one acre, that includes not less than 300 housing units, and that restricts 25% of the residential units to lower income households.

If the City declared one or more of these parcels to be surplus, but it did not qualify for an exemption, then the SLA would require the City to first market the property through a statutory, public process and negotiate in good faith with qualified responding potential developers before disposing of the surplus property in any other way. Regardless of whether a potential developer is found through this statutory marketing process or found thereafter, non-exempt surplus property must generally be disposed of subject to restrictions of one degree or another that require affordable housing to be built on the property.

The first step in the SLA process would be to determine if all or a portion of Parcels 2 and 3 would be declared as surplus land. Staff has developed conceptual designs for various City uses on these parcels and is seeking Council direction on the extent of these uses. As stated earlier, currently, there is a limited amount of funding for the sub-station and parks, but not for any of the other potential uses.

Housing Element Considerations

All parcels along South Main Street are designated in the Metro Plan and zoned for high-density residential development. This zoning has been in place since adoption of the original TASP and has not changed. Use of the property for a police substation, evidence storage, EOC, or any combination of non-residential land uses may require an amendment to the Metro Plan land use map and rezoning from R4 Multi-family Very High-Density Residential (with TOD Overlay) to the Institutional Zoning District. Most uses in the Institutional District require review and approval of a Conditional Use Permit by the Planning Commission.

Under the Housing Crisis Act of 2019 (Senate Bill 330), a jurisdiction may not take any action to reduce a parcel's residential density or approve a development with fewer units than shown in the Housing Element unless it makes findings that the Housing Element's remaining sites have sufficient capacity to accommodate the remaining unmet RHNA by each income level. Alternatively, the City may identify and make available adequate sites to accommodate the remaining unmet RHNA for each income category. The adopted Housing Element assumes a total of 207 units across all three parcels based on a maximum density of 85 du/ac very high density residential (Parcel 1 [1432-46 S. Main] max. 76 units; Parcel 2 [142-66 S. Main] max. 66 units; Parcel 3 [1474-88 S. Main] max. 65 units).

If the property is converted to a non-residential use, the Housing Element would need to be amended to identify alternative locations for any units that would be lost. The TOD Overlay on these parcels will allow ground-floor commercial and office uses, which could include a small Police substation. Non-residential uses are not allowed under current zoning except in a mixed-use format.

Existing Tenants

There are currently five business tenants and one residential tenant located on Parcel 1 and five business tenants located on Parcels 2 and 3. In December 2021, City Council directed staff to assist the existing tenants by connecting them to resources to help them identify other potential locations through the real estate broker contract. In general, state relocation requirements are triggered if the City develops a “public project” that displaces a resident or business. Examples of a public project includes affordable housing, park space, and municipal buildings. If triggered, the City would be required to provide a certain amount of financial assistance for relocation along with relocation advisory services. In most cases, the City would apply state requirements. However, if federal funding is used in connection with the public project, then federal relocation requirements must be followed.

Potential Scenarios

The Council may consider various options related to the disposition of all three parcels. Key options are described below; however, it is important to note that there could be multiple variations for each option.

Option A (Recommended Option)

City purchases Parcel 1 from the Housing Authority, simultaneous development of all three parcels is negotiated through an SLA exemption process, City uses are incorporated on Parcels 2 and 3.

1. City buys Parcel 1 from the Housing Authority using a combination of funding from the Unrestricted Affordable Housing Fund (Fund 217) and the Affordable Housing Fund from Developer Fees (Fund 216).
2. City negotiates a long-term lease with a developer for all three parcels, ensuring that the percentage of affordable housing meets the requirements to qualify for an exemption from the SLA process.
3. Negotiations with the developer could include development and cost sharing agreement to include City uses such as a police substation and other public safety functions, open space, and parking.

Option B

Housing Authority sells Parcel 1 separately, but City could potentially negotiate development of Parcel 1 in conjunction with Parcels 2 and 3.

1. City declares Parcels 2 and 3 as surplus; with or without carve-outs for City use.
2. City issues a Notice of Availability (NOA) for a long-term lease for Parcels 2 and 3. The square footage for City uses could range from as low as 12,000 square feet to 24,000 square feet for public safety facilities and higher if open space and/or parking were to be considered. The square footage range for public safety facilities is based on the type and extent of City uses. For example, if the City builds an approximately 3,000 square feet substation with limited parking, the low end of the range would be required. However, if the City wants to use this land to build a substation, evidence storage, and an emergency operations center, the high end of the range would be required.
3. NOA is out for 60 days, negotiations ensue for 90 days if there are interested parties. Through the negotiations the City could solicit interest in the purchase of Parcel 1.
4. City enters into a long-term lease agreement for Parcels 2 and 3. In accordance with prior Council direction long term lease and to maximize flexibility for the future, a long-term lease is recommended over selling the properties.
5. Housing Authority sells Parcel 1 (if there is interest from the developer) and all parcels are developed for housing/mixed-use.
6. If City is unable to reach agreement within 90 days for reasons stipulated in the SLA, City can lease Parcels 2 and 3 to other parties.

Option C

The City takes no action and develops Parcels 2 and 3 in the future.

1. City continues to retain Parcels 2 and 3 in the near term and pursues a long-term lease in the future in accordance with legal requirements.
2. Parcel 1 is sold separately by the Housing Authority.

City Council Discussion

Staff is seeking City Council feedback on the following:

1. Should the City make an offer to the Housing Authority to purchase Parcel 1?
2. Should the City take (or defer) action at this time on Parcels 2 and 3 or move forward with a long term lease in accordance with State requirements?
3. If Parcels 2 and 3 are to be declared as surplus land, how much land, if any, should be set aside for City uses?
4. Is there any additional direction about tenant assistance or should staff still follow the December 2021 Council direction?

POLICY ALTERNATIVE(S):

Not Applicable

FISCAL IMPACT:

If the City were to buy Parcel 1 from the Housing Authority, it could use funding from the Affordable Housing Fund 217, which is an unrestricted fund, and includes \$2.5 million in fund balance.

California Environmental Quality Act (CEQA):

This item is not a project under the California Environmental Quality Act (CEQA) Guideline 15378(b). The project involves only feasibility or planning studies for possible future actions which the City has not approved, adopted, or funded and does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors pursuant to Cal. Code Regs., tit. 14, § 15262.

RECOMMENDATION:

Receive staff report and presentation; provide direction on purchase of 1432-1446 S. Main Street (Parcel 1) from the Housing Authority, and on options related to the parcels located at 1452-1488 S. Main Street (Parcels 2 and 3).

Attachment(s):

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Report from the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) Community Task Force (Staff Contact: Renee Lorentzen, Recreation and Community Services Director, 408-586-3409)
Category:	Community Services and Sustainable Infrastructure
Meeting Date:	8/15/2023
	Recommendation: (1) Receive a report with the recommendations from the CEDAW Task Force; and (2) Consider the need for additional work by the CEDAW Task Force, or provide direction to sunset the Task Force on August 31, 2023.

Background:

The Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), an international human rights treaty, provides a universal definition of discrimination against women and brings attention to a range of issues concerning women's human rights. Countries that ratify CEDAW are mandated to condemn all forms of discrimination against women and girls and to ensure equality for women and girls in the civil, political, economic, social, and cultural arenas. The United Nations General Assembly adopted CEDAW in 1979 and President Carter signed the treaty on behalf of the United States in 1980, but the United States Senate has not yet ratified CEDAW. Since 1995, state and local jurisdictions have stepped up and passed resolutions in support of CEDAW. Some have implemented ordinances establishing CEDAW principles as law. In 2014, municipalities across the nation began signing onto the Cities for CEDAW Initiative, pledging to step up where the federal government has failed and implement the principles of CEDAW at the local level.

The City of Milpitas passed Resolution No. 8973 on May 19, 2020, in support of CEDAW, and on June 16, 2020, adopted Ordinance No. 306 which directed the establishment of a community Task Force to implement the principles of CEDAW in the Milpitas community at large. In preparation for the formation of the Task Force, City Staff applied for and was awarded \$25,000 from the California Commission on the Status of Women and Girls "Women's Recovery Response," for staff support to form the new Task Force for six months.

Task Force members included:

- One member with subject matter expertise in Economic Development
- One member with subject matter expertise in Violence Against Women and Girls
- One member with subject matter expertise in Healthcare
- One youth liaison member from the club "Girl Up" from the Milpitas High School
- One Council Liaison (to be appointed by the Mayor, with the concurrence of the Council)
- One Staff Liaison (to be appointed by the City Manager)

The Task Force members appointed by the City Council were:

Member Name	Member Organization	Task Force Representative Seat
Mayor Carmen Montano	City of Milpitas	City Council Representative
Vice Mayor Evelyn Chua	City of Milpitas	City Council Representative
Vicky Ly	Girl UP Club – MHS	Youth Liaison – Girl UP
Zakia Afrin	Maitri – Domestic Violence Victims' Advocacy	Violence Against Women and Girls

Giuliana Brahim	Milpitas Unified School District	Economic Development
Dr. Swatisikta	Healthcare Practice	Healthcare
Ashwini Kantak, Assistant City Manager	City of Milpitas	City Appointed Representative

Analysis:

Initial Assessments and Efforts

The first task force meeting was held on October 20, 2022. Overall, the first meeting provided an opportunity for members to introduce themselves, discuss the role of the task force, set meeting frequency, and receive an overview from staff on the CEDAW Grant. The CEDAW Task Force (CEDAW) decided to meet monthly to maximize their time together and be able to make any recommendations and share findings with the City Council by June 2023. The date for reporting findings and recommendations to City Council was shifted to August 2023 because of the agenda management workload at the end of the fiscal year.

Subsequent meetings in December 2022 and January 2023 allowed CEDAW to brainstorm their work plan and task force goals. The initial discussions provided consensus on a guiding draft work plan that included four focus areas and initial ideas of supporting tasks including the below:

1) Assessing Existing Conditions/Interests

- a. Conduct Gender Analysis Framework
- b. Conduct Community Survey
- c. Identify Milpitas Wage Gaps/Gender Parity
- d. Identify existing Milpitas programs and services
- e. Identify crimes against women and girls in Milpitas
- f. Identify Milpitas healthcare gender bias

2) Community Outreach

- a. Tool Kit/Handbook to businesses/organizations: Self-Assessment, Action Plan Creation, Implementation
- b. Host educational films
- c. Support Existing Programs & Services
- d. Tabling at local Events & Clinics

3) Collaborative Development

- a. Build Collaborative with other Organizations
- b. Citywide Action Plan Development
- c. Domestic Violence Workshops
- d. Self-Defense Classes
- e. Safe Sex Practices Classes
- f. Restraining Order Advocates
- g. Parenting Classes
- h. Self-Esteem Workshops
- i. Digital Literacy Classes
- j. Safety Net Connections

4) Grant and Funding opportunities

- a. Seek Grants and other funding sources for Work Plan goals

Based on this draft work plan, City staff, and CEDAW developed a citywide survey on the status of women and girls to provide input on women and girls' experiences and perspectives on their treatment and opportunities in Milpitas. This survey was promoted to residents at multiple citywide events, social media pages, farmers markets, paid ads, inclusion in the Recreation Summer Guide, which is mailed to all Milpitas households, and e-marketing to existing Milpitas program customers.

Additionally, staff invited NovaWorks to give a presentation on Local Workforce Statistics at the February 2023, meeting. As part of the presentation, local data on the top 20 occupations in Milpitas, as well as the wage disparity by gender and level of education, were reviewed.

On March 29, 2023, staff reviewed the preliminary results of the Community Survey. Survey participation was low with only 38 responders. The task force discussed additional opportunities to seek feedback.

In April 2023, the task force reviewed updated survey results and began discussing recommendations based on their findings.

On May 24, 2023, the CEDAW Task Force received a presentation from the Milpitas Police Department on statistics on crimes against women and girls in Milpitas and reviewed final results of the survey, which indicated:

- The majority of responders were not aware of specific instances of discrimination against women in Milpitas.
- Of those who were aware, domestic violence is the most common type of discrimination.
- The public is least likely to know how to get help with housing and healthcare discrimination.

The majority of responders believed the Milpitas community is:

- Safe (79%),
- Respectful (72%),
- Supportive (63%),
- Offers Good Job Opportunities (54%)

A sizable group sees room for improvement in complaint follow-up and only 16% think agencies, organizations, and businesses follow up on complaints.

The top areas respondents would like to see as priorities, in order, are:

1. Housing assistance (rank 4.11 of possible 6)
2. Support for domestic violence victims (3.95 of 6)
3. Increased access to education, job training (3.61 of 6)
4. Affordable childcare (3.52 of 6)
5. Access to women's healthcare (3.30 of 6)
6. Small business loans (2.52 of 6)

Final Recommendations and Considerations

Through the referenced eight (8) meetings and information gathering sessions, and survey results, the CEDAW task force synthesized its initial ideas and developed its final recommendations for City Council including their Mission and Vision statements, Recommendation Statements, and Recommendation Details as further detailed below.

CEDAW Task Force Mission and Vision

Mission

Strive to eliminate all forms of discrimination against women in Milpitas – with specific attention to economic development, health care, and violence against women and girls.

Vision

Milpitas recognizes that women and girls are valued members of our community and demonstrates its commitment to the elimination of discrimination against women and girls by ensuring that our City remains safe for women and girls, with increased awareness and access to resources for women and girls.

CEDAW Task Force Recommendation Statements

Item # 18.

1. Support women and girls who have experienced violence and economic disadvantage by maintaining **robust Social Services programs** through cooperative relationships with other agencies specializing in domestic violence support, employment, education, housing, and healthcare.
2. Promote and increase **Awareness** and include **Local Resources for Women and Girls** on the City's website and through free educational opportunities, including but not limited to information on safe and affordable housing, healthcare, education and training, childcare, and funding available for women and girls through small business loans, scholarships, etc. (If and when funding through the City is available, provide help with the application process, similar to assistance provided to Milpitas Assistance Program applicants.)
3. Convene an **annual Women's Symposium** celebrating women leaders, bringing attention to women's issues, championing women's rights and equality, and fostering an atmosphere of women's empowerment in Milpitas, to be held in conjunction with International Women's Day.
4. Convene the CEDAW Task Force **annually** in the month of January to check in on the status of recommended programs and services, and to assist in planning the Women's Symposium; with next recommendation to City Council on any additional program or service recommendations, or sunset task force, in September 2024.

CEDAW Task Force Recommendations Detail

The below table details the specific actions and/or tasks associated with achieving the recommendation statements.

<u>Recommendation</u>	<u>Supportive Actions</u>
Robust Social Services Programs	
	1. Build collaboratives with other organizations, providers
	2. Domestic Violence Awareness & Prevention for Seniors and Teens, Healthy Dating Relationships for Youth and Teens
	3. Community Education Classes: Safe Sex Practices, Parenting, Self Esteem Workshops, Digital Literacy, High School Equivalency, Self-advocacy, Know Your Rights
	4. Restraining Order Advocates
	5. Safety Net Connections - Helping provide safe spaces, wrap-around services
Increased Awareness & Local Resources for Women and Girls	
	1. Navigating the healthcare system, self-advocacy, reporting discrimination, and difference of care for girls/women of color
	2. Housing advocacy, specialized housing programs
	3. Centralized publicization opportunities for third-party programs, funding, and grants available to individual women, such as small business loans
	4. Support existing programs and services

Women's Symposium Event		
		1. Present Women's Day Symposium (March 2024)

Fiscal Impact:

There is no fiscal impact to receiving a report from the CEDAW Task Force. However, the Council would need to approve additional funding to support the proposed Woman's Day Symposium. The amount of additional funding is unknown.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA.

Recommendation(s):

- 1) Receive a report with the recommendations from the CEDAW Task Force
- 2) Consider the need for additional work by the CEDAW Task Force, or provide direction to sunset the Task Force on August 31, 2023.