



**MILPITAS CITY COUNCIL AGENDA
TUESDAY, AUGUST 6, 2013**

**455 EAST CALAVERAS BLVD, MILPITAS, CA
6:00 P.M. (CLOSED SESSION) • 7:00 P.M. (PUBLIC BUSINESS)**

SUMMARY OF CONTENTS

- I. CALL TO ORDER/ROLL CALL by the Mayor (6:00 p.m.)**
- II. ADJOURN TO CLOSED SESSION**
 - 1. CONFERENCE WITH LEGAL COUNSEL**
Existing Litigation, Per Government Code Section 54956.9
City of Milpitas v. City of San Jose, Santa Clara County Superior Court case no. 112CV233069
 - 2. CONFERENCE WITH LEGAL COUNSEL**
Existing Litigation, Per Government Code Section 54956.9
County of Santa Clara, et al., v. Milpitas Economic Development Corporation, et al., Sacramento County Superior Court case no. 34-2013-80001436, and
Successor Agency to the Milpitas Redevelopment Agency, et al. v. John Chiang, et al., Sacramento County Superior Court case no. 34-2013-80001508
 - 3. CONFERENCE WITH LEGAL COUNSEL**
Existing Litigation, Per Government Code Section 54956.9
International Association of Fire Fighters (IAFF) v. City of Milpitas, Santa Clara County Superior Court case no. 1-13-CV-248192
 - 4. CONFERENCE WITH LABOR NEGOTIATORS - COLLECTIVE BARGAINING**
Pursuant to California Government Code Section 54957.6. City Negotiator: Carmen Valdez
Employee Groups: Milpitas Employees Association (MEA), Milpitas Police Officers Association (MPOA), International Association of Fire Fighters (IAFF), and Milpitas Association of Battalion Chiefs. Under Negotiation: Wages, Hours, Benefits, and Working Conditions
- III. CLOSED SESSION ANNOUNCEMENTS:** Report on action taken in Closed Session, if required pursuant to Government Code Section 54957.1, including the vote or abstention of each member present
- IV. PLEDGE OF ALLEGIANCE (7:00 p.m.)**
- V. INVOCATION (Councilmember Gomez)**
- VI. APPROVAL OF COUNCIL MEETING MINUTES – June 18, 2013**
- VII. SCHEDULE OF MEETINGS – COUNCIL CALENDAR – August 2013**
- VIII. PRESENTATIONS**
 - Commendation to the Leonie Family for Heroic Acts
 - Proclamation Promoting Volunteerism in the Community and Milpitas Cares organization
 - Recognition of Milpitas Resident Lou Horyza for participation in Fremont's 4th of July Parade

IX. PUBLIC FORUM

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

X. ANNOUNCEMENTS

XI. ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

XII. APPROVAL OF AGENDA

XIII. CONSENT CALENDAR (Items with asterisks*)

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 member of the City Council, member of the audience, or staff requests the Council to remove an item from or be added to the consent calendar. Any person desiring to speak on any item on the consent calendar should ask to have that item removed from the consent calendar. If removed, this item will be discussed in the order in which it appears on the agenda.

XIV. PUBLIC HEARINGS

- 1. Hold Public Hearing to Consider Request to Hold a Flag Ceremony at City Hall Rotunda for India Independence Day Celebration on August 16, 2013 (Staff Contact: Mary Lavelle, 408-586-3001)**
- 2. Hold Public Hearing to Adopt Resolution Confirming Weed Abatement Assessments to be Entered on Tax Assessment Bills (Staff Contact: Albert Zamora, 408-586-3371)**

XV. UNFINISHED BUSINESS

- * 3. Receive the June and July 2013 Odor Control Reports (Staff Contact: Jeff Moneda, 408-586-3345)**

XVI. REPORTS OF MAYOR AND COMMISSIONS

- * 4. Consider Mayor's Recommendations for Appointments and Re-Appointments to Five Milpitas Commissions (Contact: Mayor Esteves, 408-586-3029)**
- 5. Hear Request of Councilmember Gomez for a Report on PG&E Responsiveness to Businesses (Contact: Councilmember Gomez, 408-586-3031)**
- * 6. Consider Amendment to Economic Development Commission By-Laws Approving Economic Development Aspects as it Relates to Sister Cities Commission Relationships (Staff Contacts: Felix Reliford, 408-586-3071 and Leslie Stobbe, 408-586-3352)**
- * 7. Approve Amendment to By-Laws for Library Advisory Commission Regarding Meetings and Officers (Staff Contact: Sheldon Ah Sing, 408-586-3278)**

XVII. NEW BUSINESS

- 8. Consider Request from Milpitas Chamber of Commerce to Co-Sponsor or Approve Waiver of City Fees for International BBQ and Festival Event in September (Staff Contact: Cindy Hom, 408-586-3284)**

9. **Approve Implementation of the City's Mobile Application (Staff Contact: Mike Luu, 408-586-2706)**
- * 10. **Consider Request from BAPS Non-profit for a \$500 Donation for Walkathon Event (Staff Contact: Mary Lavelle, 408-586-3001)**
- * 11. **Approve Receipt of Grant from the California Department of Resources Recycling and Recovery Beverage Container Program in the Amount of \$18,177 (Staff Contact: Jeff Moneda, 408-586-3345)**
- * 12. **Receive City of Milpitas Investment Portfolio Status Report for the Quarter Ended June 30, 2013 (Staff Contact: Emma Karlen, 408-586-3145)**

XVIII. RESOLUTIONS

- * 13. **Adopt a Resolution Granting Initial Acceptance of, and Reducing the Performance Bond for Alviso Adobe Renovation Phase IV, Project No. 5055 (Staff Contact: Steve Erickson, 408-586-3301)**
- * 14. **Adopt a Resolution Granting Initial Acceptance of, Reducing Performance Bond for, and Accepting Park Improvements for Fairfield (Cerano), Project No. 3170 (Staff Contact: Ebby Sohrabi, 408-586-3335)**
- * 15. **Adopt a Resolution Granting Final Acceptance of and Release Subdivision Improvement Bond for MIL Aspen Family Apartments, Project No. PJ3199 (Staff Contact: Ebby Sohrabi, 408-586-3335)**
- * 16. **Adopt a Resolution Granting Final Acceptance of the Department of Energy Grant Program, Project No. 5094 (Staff Contact: Steve Erickson, 408-586-3301)**
- * 17. **Adopt a Resolution Approving the Letter of Agreement Between the City of Milpitas and the Association of Milpitas Battalion Chiefs (AMBC) (Staff Contact: Carmen Valdez, 408-586-3086)**
- * 18. **Adopt a Resolution Authorizing the Filing of an Application for Funding Assigned to Metropolitan Transportation Commission, Committing Any Necessary Matching Funds, and Stating the Assurance to Complete the 2014 Street Resurfacing Project, CIP No. 3412 (Staff Contact: Steve Chan, 408-586-3324)**
- * 19. **Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Master Agreement with the County of Santa Clara for the Senior Nutrition Program and Agreements with Compass Group USA, Inc. and New Orient Restaurant for Meal Services (Staff Contact: Stephanie Douglas, 408-586-3226)**
- * 20. **Adopt a Resolution Seeking Investigation of Sexual Slavery Allegations During World War II and Adopt a Resolution Recognizing Korean War Armistice Day (Staff Contact: Michael Ogaz, 408-586-3040)**

XIX. BID AND CONTRACTS

- * 21. **Approve the Plans and Specifications and Authorize the Advertisement for Bid Proposals for Soundwall Renovations 2013, Project No. 4267 (Staff Contact: Steve Erickson, 408-586-3301)**

- * 22. **Approve Agreement Between the County of Santa Clara and the City of Milpitas for the Distribution of 2010 Homeland Security Grant Funds (Staff Contact: Sean Simonson, 408-586- 2810)**
- * 23. **Approve and Authorize the City Manager to Execute Amendment No. 3 to the Agreement with CDM Smith, Inc. for Solid Waste Program Support by Increasing Compensation by \$16,780 (Staff Contact: Jeff Moneda, 408-586-3345)**
- * 24. **Authorize the Fire Chief to Execute an Agreement with the Center for Public Safety Excellence to Prepare an Integrated All Hazards Community Risk Assessment and Standards of Response Coverage Document (Staff Contact: Brian Sturdivant, 408-586-2811)**
- * 25. **Approve a Contract with Renne Sloan Holtzman Sakai Law Firm for Litigation Services (Staff Contact: Michael Ogaz, 408-586-3040)**

XX. DEMAND

- * 26. **Authorize Payment to Cayenta for Annual Software Support and Maintenance Services Agreement for the Financial and Utility Billing System for the Not-To-Exceed Amount of \$132,194.65 (Staff Contact: Chris Schroeder, 408-586-3161)**

**NEXT REGULARLY SCHEDULED COUNCIL MEETING
TUESDAY, AUGUST 20, 2013 AT 7:00 P.M.**

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and the City operations are open to the people's review. For more information on your rights under the Open Government Ordinance or to report a violation, contact the City Attorney's office at Milpitas City Hall, 455 E. Calaveras Blvd., Milpitas, CA 95035 e-mail: mogaz@ci.milpitas.ca.gov / Fax: 408-586-3056 / Phone: 408-586-3040

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

Materials related to an item on this agenda submitted to the City Council after initial distribution of the agenda packet are available for public inspection at the City Clerk's office at Milpitas City Hall, 3rd floor 455 E. Calaveras Blvd., Milpitas and on the City website.

All City Council agendas and related materials can be viewed online here: www.ci.milpitas.ca.gov/government/council/agenda_minutes.asp (select meeting date)

APPLY TO BECOME A CITY COMMISSIONER!

Current vacancies exist on the:
Public Art Committee (Alliance for the Arts member and General member)
Community Advisory Commission (alternate)
Emergency Preparedness Commission (alternate)

Commission application forms are available online at www.ci.milpitas.ca.gov or at Milpitas City Hall. Contact the City Clerk's office at 408-586-3003 for more information.

If you need assistance, per the Americans with Disabilities Act, for any City of Milpitas public meeting, call the City Clerk at (408) 586-3001 or send an e-mail to mlavelle@ci.milpitas.ca.gov prior to the meeting. You may request a larger font agenda or arrange for mobility assistance. For hearing assistance, headsets are available in the Council Chambers for all meetings.

AGENDA REPORTS

XIV. PUBLIC HEARINGS

1. **Hold Public Hearing to Consider Request to Hold a Flag Ceremony at City Hall Rotunda for India Independence Day Celebration on August 16, 2013 (Staff Contact: Mary Lavelle, 408-586-3001)**

Background: The Federation of Indo Americans of Northern California filed two applications with the City Clerk: (1) to rent Milpitas City Hall lobby rotunda from 5 – 8 PM on Friday, August 16, 2013 and (2) a request to hold a ground level flag ceremony on that date. Milpitas Municipal Code I-600-2.40 requires “all ground level ceremonies must be approved by the City Council . . . and . . . a public hearing will be held regarding each ground level ceremony application prior to its approval or denial by the City Council.”

Mr. Sumeet Ahuja and Mr. Dharminder Dewan from Federation of Indo Americans of Northern California submitted proper forms with information and application fee in July. The group would like to hold an outdoor flag ceremony with speeches, at the back patio of City Hall, followed by a reception inside the City Hall lobby. 100 people are anticipated to attend.

The City Council must hold a public hearing for any comments, and then following the hearing, Council shall determine if it will approve the request.

Fiscal Impact: Fees will be appropriately collected for rental cost and staff time for the event.

Attachments: Applications and Flag Policy

Recommendations:

1. Hold a public hearing and move to close it following comments.
 2. Consider request and approve a flag ceremony by Federation of Indo Americans at City Hall rotunda on Friday, August 16, 2013 from 6 to 8 PM.
2. **Hold Public Hearing to Adopt Resolution Confirming Weed Abatement Assessments to be Entered on Tax Assessment Bills (Staff Contact: Albert Zamora, 408-586-3371)**

Background: On January 15, 2013, the City Council adopted Resolution No. 8212 declaring noxious or dangerous weeds growing upon certain described property to be a public nuisance that must be abated by the removal of the weeds. If the public nuisance was not removed from the properties by the owner, the City contracted with the County Department of Agriculture and Environmental Management to remove the weeds and abate the nuisance. In accordance with Title V, Chapter 202, Weed Abatement, of the Milpitas Municipal Code, the County Department of Agriculture and Environmental Management filed with the City Clerk a report and assessment list on weeds abated within the City as nuisances. The report and notice of the public hearing was posted at City Hall pursuant to Milpitas Municipal Code section V-202-9.00.

Milpitas Municipal Code provides that the City Council “shall hear the report together with any objections of the property owner liable to be assessed and make such modifications on the proposed assessment as it deems necessary.”

After Council adopts the resolution, it will be recorded and charges thereon become a lien on the land involved to be collected in the same manner as property taxes. A copy of the assessment list and the proposed resolution confirming the weed abatement report are included in the Council’s agenda packet.

Attachments:

1. 2013 Weed Abatement Program Assessment Report – City of Milpitas
2. Resolution

Recommendations:

1. Open the public hearing, and move to close it, after hearing any testimony.
2. Adopt City of Milpitas resolution confirming assessments for weed abatement for 2013.

XV. UNFINISHED BUSINESS

- * **3. Receive the June and July 2013 Odor Control Reports (Staff Contact: Jeff Moneda, 408-586-3345)**

Background: From May 20 through July 21, 2013, the Bay Area Air Quality Management District (BAAQMD) received forty-two odor complaints originating in Milpitas. Twenty-six complaints identified a garbage-related odor, two identified a sewage-related odor, thirteen did not identify an odor source and one identified multiple sources. As of the last Council update, the City's odor reporting website has received eighty-five reported complaints.

Fiscal Impact: None.

Recommendation: Receive the June and July odor reports.

XVI. REPORTS OF MAYOR AND COMMISSIONS

- * **4. Consider Mayor's Recommendations for Appointments and Re-Appointments to Five Milpitas Commissions (Contact: Mayor Esteves, 408-586-3029)**

Background: Mayor Esteves recommends the following residents be appointed or reappointed to Milpitas Commissions as follows:

Emergency Preparedness Commission:

Re-appoint Don Clendenin as a regular member to a term that will expire in June 2016.

Move Betty Jo Reutter from Alternate No. 1 to a regular member to a term that will expire in June 2016.

Newly appoint Nasir Lalani as Alternate No. 1 to a term that will expire in June 2015.

Newly appoint Evelyn Chua as Alternate No. 2 to a term that will expire in June 2015.

Library Advisory Commission:

Re-appoint Sonny Wang as a regular member to a term that will expire in June 2015.

Parks, Recreation, and Cultural Resources Commission:

Re-appoint Vishnu Mathur as a regular member to a term that will expire in June 2016.

Recycling and Source Reduction Advisory Commission:

Move Madan Arora from Alternate No. 1 to a regular member to a term that will expire in October 2013.

Move Eddie Inamdar from Alternate No. 2 to Alternate No. 1 to a term that will expire in October 2013.

Newly appoint Conrad Chua as Alternate No. 2 a term that will expire in October 2014.

Senior Advisory Commission:

Move Patrick Yung from Alternate No. 2 to Alternate No. 1 to a term that will expire in December 2013.

Newly appoint Jae Wi as Alternate No. 2 to a term that will expire in December 2014.

Recommendation: Receive Mayor's recommendations and move to approve appointments and re-appointments to five Milpitas Commissions.

5. Hear Request from Councilmember Gomez for a Report on PG&E Responsiveness to Businesses (Contact: Councilmember Gomez, 408-586-3031)

Background: Councilmember Gomez would like to discuss PG&E's responsiveness to businesses in the City of Milpitas. He is seeking a report from City staff, with a tracking and record keeping of requests made by local businesses to PG&E and the length of time it takes the utility company to respond to those needs.

Recommendation: Hear request from Councilmember Gomez, and direct staff accordingly.

* **6. Consider Amendment to Economic Development Commission By-Laws Approving Economic Development Aspects as it Relates to Sister Cities Commission Relationships (Staff Contacts: Felix Reliford, 408-586-3071 and Leslie Stobbe, 408-586-3352)**

Background: At meetings held on April 25 and May 23, the Sister Cities Commission (SCC) considered including economic development aspects in sister city relationships. At the April meeting, SCC invited Economic Development Commission (EDC) Chair Don Peoples to visit and discuss possible coordination between the two Commissions.

During discussion, the SCC sought to engage the EDC to consider organizing the business interests and contacts that would facilitate discussions of economic development opportunities in Milpitas. The SCC decided that it did not have the expertise needed to facilitate business related aspects of sister city relationships. Upon review of its by-laws, and since the SCC has established focus areas and criteria for sister city relationships that include economic interests, this Commission decided a change to the Purpose statement of its By-laws was not necessary.

On May 13, SCC Chair Dennis Grilli then visited the EDC to review the possibility of the EDC taking the lead responsibility to facilitate economic development aspects of sister city relationships. At its meeting in June, the EDC voted to recommend to the City Council amending its by-laws to include economic development aspects as it relates to sister city relationships. The EDC did express interest in the economic development opportunities to be gained from sister city relationships. This commission decided that an addition to its By-laws is necessary for it to proceed with forward planning to support research and coordination for sister city relationships with business interests in Milpitas.

The Council is advised that questions regarding International Business Laws, Internal Revenue Service, US State Department, etc. may require additional expertise as it relates to foreign countries conducting businesses in the United States.

EDC Chair Don Peoples and SCC Vice-Chair Karen Serpa will be at the City Council meeting to further address any questions by City Council regarding this proposed amendment. Included in the Council's agenda packet are copies of the EDC and SCC By-Laws and a letter from both Chairpersons regarding this matter.

Fiscal Impact: Unknown at this time, based on the extent of the economic development aspects, amount of staff time and city resources required.

Recommendation: Approve request to amend the Economic Development Commission By-Laws to include economic development aspects as it relates to Sister Cities Commission.

* **7. Approve Amendment to By-Laws for Library Advisory Commission Regarding Meetings and Officers (Staff Contact: Sheldon Ah Sing, 408-586-3278)**

Background: At its May 20, 2013 meeting, the Library Advisory Commission unanimously voted to recommend a change to its regular meetings to eliminate the July meeting and to change the term duration for elected officers. A Chair and Vice Chair will be selected at the first meeting of the calendar year from the appointed members for a term of one year. A Chair or Vice Chair shall only serve two consecutive terms until a lapse period of one term has been completed before the Commissioner can be elected to the same position.

Fiscal Impact: None.

Recommendation: Approve changes to Sections 5 (Officers) and 6 (Meetings) of the Library Advisory Commission's By Laws.

XVII. NEW BUSINESS

8. Consider Request from Milpitas Chamber of Commerce to Co-Sponsor or Approve Waiver of City Fees for International BBQ and Festival Event in September (Staff Contact: Cindy Hom, 408-586-3284)

Background: The Milpitas Chamber of Commerce requested a waiver of City fees and staff overtime cost related to the International BBQ and Festival special event, which includes traffic control, event security staffing, mobile stage rental, permits, and inspections. The proposed event is scheduled for September 28 - 29, 2013 between the hours of 10:00 AM and 6:00 PM on South Milpitas Boulevard between Los Coches Street and Turquoise Dive. The fee request letter, event description, and layout are provided in Attachment A (in Council agenda packet).

The City Council adopted a fee waiver/reduction policy which established requirements and a \$1,500 maximum limit. The fee waivers/reductions only apply to services provided by the City during its regular course of business such as rental fees for the City's facilities or equipment, building permit fees, or fire permit fees. The policy prohibits the waiver of any staff overtime costs required due to an event.

The City was also recently approached by the Chamber to co-sponsor this event. As a co-sponsor, the City may contribute the total contribution request of the Chamber which would include assistance with implementation of the traffic handling, event security, and waiver of permits and inspection fees as itemized in Attachment B (in Council agenda packet) without overtime for a total amount of \$12,450. Staff is of the opinion that co-sponsoring the event with the Chamber of Commerce will increase recognition of the City, as a desirable destination to visit and conduct business.

The City Council has the option to: 1) authorize the City Clerk to execute the Fee Waiver request for the maximum amount of \$1,500; or 2) allow the City to participate as a "co-sponsor" of the event in an amount of \$12,450.

Fiscal Impact: \$1,500 or \$12,450

Recommendation: Either approve Option 1 to waive City fees in an amount not to exceed \$1,500; or approve Option 2 to co-sponsor the Chamber of Commerce's International BBQ and Festival in September and waive fees in the amount as specified by the City Council.

9. Approve Implementation of the City's Mobile Application (Staff Contact: Mike Luu, 408-586-2706)

Background: Under the direction of the City Manager's office, City Information Services staff has developed a mobile application system. This app provides residents new ways – on their own mobile devices - to receive City of Milpitas news, event information and staff directory. It

will further engage residents by providing an efficient way to report concerns. Staff recommends that Council authorize the implementation of the mobile application.

Telecommunications Commissioners and staff will present a power point and demonstration of the new mobile application at the Council meeting.

Fiscal Impact: None. The application was developed in-house, using the existing infrastructure.

Recommendation: Receive report and approve the implementation of the new City of Milpitas mobile application.

* **10. Consider Request from BAPS Non-profit for a \$500 Donation for Walkathon Event (Staff Contact: Mary Lavelle, 408-586-3001)**

Background: The City Clerk received a “Donation or Fee Waiver/Reduction Request Application Form” from BAPS Charities, a Hindu organization with a location in Milpitas. BAPS held a fundraising walkathon on July 20, 2013 to support Milpitas Unified School District and American Heart Association. The group is seeking funds for support from the City of Milpitas, and it does meet requirements of the City’s approved policy.

Fiscal Impact: \$20,000 was approved and included in the FY 2013-14 City budget for City Council’s Unallocated Community Promotions. If the current donation request is approved, then \$19,500 would be remaining balance.

Recommendation: Consider the request from BAPS Charities and move to approve a \$500 donation to its recent walkathon.

* **11. Approve Receipt of Grant from the California Department of Resources Recycling and Recovery Beverage Container Program in the Amount of \$18,177 (Staff Contact: Jeff Moneda, 408-586-3345)**

Background: The City of Milpitas received \$18,177 from the California Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling Program. Staff applied for this funding, as authorized by Council Resolutions No. 7094 and No. 7351, to support public outreach about recycling.

Staff recommends that Council authorize receipt of this funding into the Fiscal Year 2013-14 operating budget. The total award will fund educational and promotional services and supplies.

Fiscal Impact: None. Funding is available in the Engineering operating budget for Fiscal Year 2013-14.

Recommendation: Approve receipt of the CalRecycle Grant in the amount of \$18,177.

* **12. Receive City of Milpitas Investment Portfolio Status Report for the Quarter Ended June 30, 2013 (Staff Contact: Emma Karlen, 408-586-3145)**

Background: In compliance with the State of California Government Code and the City’s Investment policy, the City of Milpitas Investment Report for the quarter ended June 30, 2013, is submitted for Council review and acceptance.

The Portfolio Summary Report (included in the Council’s packet) provides a summary of the City’s investments by type. It lists the par value, market value, book value, percentage of portfolio, term, days to maturity and the equivalent yields for each type of investment. The

Portfolio Details Report provides the same information for each individual investment in the City's portfolio as of June 30, 2013.

As of June 30, 2013, the principal cost and market value of the City's investment portfolio was \$185,850,904 and \$185,579,832 respectively. When market interest rates increase after an investment is purchased, the market value of that investment decreases. Conversely, when market interest rates decline after an investment is purchased, the market value of that investment increases. If the investments are not sold prior to the maturity date, there is no market risk. Therefore, in accordance with the City's investment policy, all investments are held until maturity to ensure the return of all invested principal.

The City's effective rate of return for the period ended June 30, 2013 was 0.59%. The comparative benchmarks for the same period were 0.24% for LAIF (Local Agency Investment Fund) and 0.26% for the 12-month average yield of the 2 year Treasury Note. The weighted average maturity of the portfolio was 515 days.

The investment portfolio is in compliance with the City's investment policy. A combination of securities maturing, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flow requirements are continually monitored and are considered paramount in the selection of maturity dates of securities.

The market values of the securities were provided by BNY Mellon, the safekeeping bank of the City's securities. All the securities owned by the City are held in the trust department of BNY Mellon under the terms of a custody agreement.

Three charts are included with the agenda packet that show investment by maturity levels, comparison of the City's portfolio yields to other benchmark yields as well as a trend of the type of securities in the City's portfolio, weighted average maturity and average yield.

Fiscal Impact: None.

Recommendation: Receive the investment report for the quarter ended June 30, 2013.

XVIII. RESOLUTIONS

- * **13. Adopt a Resolution Granting Initial Acceptance of, and Reducing the Performance Bond for Alviso Adobe Renovation Phase IV, Project No. 5055 (Staff Contact: Steve Erickson, 408-586-3301)**

Background: The City Council awarded the Alviso Adobe Renovation Phase IV "Site Improvements" project to AJF/BHM A Joint Venture, on January 3, 2012. This project phase constructed the historic public park improvements to replicate an early 1900's Orchard/ Mexican Rancho. The work included reconstructing the existing historic water tower, garage, and cutting shed, constructing a new public restroom and parking facilities, landscaping and park amenities including picnic areas, and completed structural improvements to the first floor of the Alviso Adobe. The project was successfully completed on time and within budget. Staff recommends that Council adopt a resolution granting initial acceptance of the project and authorize the reduction of the contractor's faithful performance bond to \$256,793.11, which is 10% of the final contract value.

Fiscal Impact: None.

Recommendation: Adopt a resolution granting initial acceptance of Alviso Adobe Renovation Phase IV, Project No. 5055, subject to a one year warranty period, and reduction of the faithful performance bond to \$256,793.11.

- * 14. **Adopt a Resolution Granting Initial Acceptance of, Reducing Performance Bond for, and Accepting Park Improvements for Fairfield (Cerano), Project No. 3170 (Staff Contact: Ebby Sohrabi, 408-586-3335)**

Background: The City Council approved the subdivision improvement agreement on August 18, 2009 and an amendment to the subdivision improvement agreement on May 17, 2011 for the Cerano Project located at 501 Murphy Ranch Road. The amended agreement is for the construction of public improvements related to the project consisting of: utility connections to City facilities (potable water, recycled water, sanitary sewer and storm drain), Bellew Pump Station improvements-conversion of diesel engines to electric motors and diesel generator, construction of Cerano Park with tennis courts, basketball court, restroom, playground equipment, access to Coyote Creek levee trail, and traffic signal improvements at Tasman and McCarthy intersection-installation of new 5 section heads to facilitate southbound right turns, and installation of landscaped median at Murphy Ranch Road. These public improvements, valued at approximately \$4,400,000.00, have been completed by the developer in accordance with approved improvement plans. In addition, the offer of fee title for Cerano Park by the developer can now be accepted by resolution with the completion of the park improvements in accordance with Government Code Section 7050.

The developer has also provided the necessary supporting documents for reimbursement of the agreed park improvements. Staff reviewed and agreed with the independent auditor's report to reimburse the developer in the amount of \$361,776. Fairfield, the original developer, constructed the park improvements valued at \$2,154,660. Fairfield's park in lieu fee obligation is \$1,792,884. The difference (\$361,776) is the reimbursement amount, which is being paid from park in lieu fee obligation of the subsequent developer for the second phase of the original development (William Lyon Homes). There is sufficient money in the park in lieu fee fund for the budget appropriation to reimburse Fairfield.

Staff recommends the City Council grant initial acceptance of the improvements, reduce the performance bond to \$440,000.00, which is 10% of the contract amount, and accept fee title to the park site.

Fiscal Impact: A budget appropriation in the amount \$361,776 is required for the reimbursement from the Park In Lieu Fee. The reimbursement amount was previously collected from the adjacent William Lyons development.

Recommendations:

1. Adopt a resolution granting initial acceptance of the Fairfield (Cerano) Project No. 3170, subject to a one-year warranty period and reduction of the faithful performance security to \$440,000.
 2. Accept fee title to Cerano Park in accordance with CA Government Code Section 7050.
 3. Authorize budget appropriation in the amount of \$361,776 from the park funds for the reimbursement to the developer for park improvements.
- * 15. **Adopt a Resolution Granting Final Acceptance of and Release Subdivision Improvement Bond for MIL Aspen Family Apartments, Project No. PJ3199 (Staff Contact: Ebby Sohrabi, 408-586-3335)**

Background: On March 16, 2010, the City Council adopted Resolution No. 7969 approving the initial acceptance of public improvements valued at approximately \$1,500,000 for MIL Aspen Family Apartments, constructed by MIL Aspen Associates (developer). The developer completed the corrective work on defects, damages, or imperfections for the one-year warranty, and therefore is ready for the final acceptance.

Fiscal Impact: None.

Recommendation: Adopt a resolution granting final acceptance of and releasing subdivision improvement bond for MIL Aspen Family Apartments Project No. PJ 3199.

* 16. **Adopt a Resolution Granting Final Acceptance of the Department of Energy Grant Program, Project No. 5094 (Staff Contact: Steve Erickson, 408-586-3301)**

Background: This project was initially accepted on June 19, 2013, and has passed the one-year warranty period. A final inspection of the installed public improvements has been made and the work was found to be satisfactory. The project provided for the replacement of nine existing parking lot lights at the Milpitas Sports Center parking lot with new LED lights.

Staff recommends the Council grant final project acceptance of the Department of Energy Grant Program, Project No. 5094, and release the contractor's bond.

Fiscal Impact: None.

Recommendation: Adopt a resolution granting final acceptance of Department of Energy Grant Program, Project No. 5094 and releasing the contractor's bond.

* 17. **Adopt a Resolution Approving the Letter of Agreement Between the City of Milpitas and the Association of Milpitas Battalion Chiefs (AMBC) (Staff Contact: Carmen Valdez, 408-586-3086)**

Background: The Milpitas Battalion Chiefs petitioned the Municipal Employee Relations Officer (City Manager) to be recognized as an established representation unit in December 2012. The City Manager did confirm recognition of the AMBC in May 2013. The parties have not yet completed the meet and confer negotiations over the terms of an initial Memorandum of Understanding (MOU), but wish to enter into an interim agreement regarding AMBC compensation to be in effect for a limited duration.

City representatives and AMBC representatives met and conferred in good faith to negotiate an agreement regarding the coverage of additional duty chief work periods. During staffing deficiencies in the rank of Battalion Chief, additional hours worked past the fifty-six (56) hour workweek schedule will be compensated at the straight hourly rate for the applicable Battalion Chief compensation level. AMBC members will continue their current status as "exempt" employees.

Agreement was reached with effective dates of March 28, 2013 – October 8, 2013 or at such an earlier time as it is replaced by an approved MOU between the City of Milpitas and AMBC. A copy of the recommended letter of agreement is included in the City Council agenda packet.

Fiscal Impact: None. Sufficient funds have been budgeted in the Fire Department FY 2013-14 operating budget.

Recommendation: Adopt a resolution approving the Letter of Agreement between the City of Milpitas and the Association of Milpitas Battalion Chiefs.

* 18. **Adopt a Resolution Authorizing the Filing of an Application for Funding Assigned to Metropolitan Transportation Commission, Committing Any Necessary Matching Funds, and Stating the Assurance to Complete the 2014 Street Resurfacing Project, CIP No. 3412 (Staff Contact: Steve Chan, 408-586-3324)**

Background: The City of Milpitas applied to the Metropolitan Transportation Commission (MTC) for \$1,652,000 in Surface Transportation Program (STP) funding assigned to MTC for programming discretion. The funding will contribute to the 2014 Street Resurfacing Project, CIP No. 3412. The required minimum City local match to receive the funding is \$215,000. As part

of the grant application process, MTC requires the City Council to adopt a resolution authorizing the filing of the application, committing the necessary matching funds and any additional funds to complete the project, authorizing the City Manager to execute related grant documents, and making other assurances as required by the grant program.

The project scope includes installation of two inch asphalt concrete overlay, construction of curb ramps and sidewalk, and installation of signing and striping on Arizona Street, Washington Drive, Dixon Road, Escuela Parkway, and other city streets, totaling approximately 2.6 miles. The project is categorically exempt under Section 15301 (Existing Facilities) of the CEQA Guidelines for restoration or rehabilitation of existing public streets. Construction is scheduled for the summer of 2014.

Fiscal Impact: None. The local match of \$215,000 to receive grant funding is available from local funding programmed in Street Resurfacing Project 2014, CIP No. 3412.

Recommendation: Adopt a Resolution authorizing filing an application for funding assigned to MTC in the amount of \$1,652,000, committing necessary matching funds of \$215,000, stating the assurance to complete the 2014 Road Rehabilitation Project, CIP No. 3412, in compliance with the grant program, and authorizing the City Manager to negotiate and execute all grant-related documents.

- * **19. Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 2 to the Master Agreement with the County of Santa Clara for the Senior Nutrition Program and Agreements with Compass Group USA, Inc. and New Orient Restaurant for Meal Services (Staff Contact: Stephanie Douglas, 408-586-3226)**

Background: The City of Milpitas has contracted with the County of Santa Clara to help implement the Senior Nutrition Program since March 1978. This program serves eligible seniors, sixty years and older, 249 days per year, an average of 96 meals per day, for a total of 23,904 meals per year. The total budget for FY 2013-14 Nutrition Program is \$168,955. The parties entered into a Master Agreement on July 1, 2011 and the agreement is amended on an annual basis each year to reflect the approved budget for each fiscal year. Under the proposed Amendment No. 2 for FY 2013-14, the City of Milpitas and the County of Santa Clara would equally share costs of the program, which would amount to a burden of \$84,478 each (after reimbursements), as outlined in the County's Master Agreement and proposed Amendment No. 2. The City would initially pay all costs and the County would reimburse the City its 50% cost share after the receipt of invoices and other documentation.

Compass Group USA, Inc., doing business as Bateman, has been catering the Senior Center Nutrition Program since July 1, 1998. The County of Santa Clara issued a Request for Proposal dated February 1, 2013 for the County-wide Senior Nutrition Program and awarded the contract to Bateman. Staff is proposing to contract directly with Bateman without going through its own competitive process, pursuant to Milpitas Municipal Code Section I-3-3.08 (Cooperative Purchases), which authorizes direct contracts when another public agency in the State has gone through a competitive process as restricted as the City's process. Bateman will provide hot meals in addition to salads and sandwiches five days a week at the Senior Center. In FY 2013-14, Bateman will provide 15,966 meals for \$4.69 each, which will not exceed the approved budget amount of \$74,976 for FY 2013-14. The contract with Bateman will be for one year with a retroactive effective date of July 1, 2013 and annual City options to extend until the expiration date of July 31, 2018. Staff is also requesting authority to exercise the annual option based on the approved annual budget from the County and subject to appropriation of the City Council for the Senior Nutrition Program.

The City of Milpitas has also contracted with Frank Szeto, an individual doing business as New Orient Restaurant since July 1, 2004 for Asian style meals twice a week for seniors. Staff will need to go through a competitive process for the Asian style meals for the Senior Nutrition

Program. In the interim, staff recommends approval of a short term six months agreement retroactively from July 1, 2013 to December 31, 2013. During the first half of FY 2013-14, New Orient will provide 3,969 meals at \$4.73 per meal, and will not exceed the approved budget amount of \$18,774 for FY 2013-14 services. Staff will return to Council for approval of the long term agreement for Asian style meals when the competitive process is complete.

Fiscal Impact: None. Sufficient funds have been budgeted in the Recreation Services Department FY 2013-14 operating budget.

Recommendations:

1. Authorize the City Manager to execute Amendment No. 2 to the Master Senior Nutrition Program Agreement with the County of Santa Clara retroactively effective from July 1, 2013 to June 30, 2014 in the amount of \$168,955.
2. Authorize the City Manager to execute an agreement for the Senior Nutrition Program with Compass Group USA dba Bateman retroactively from July 1, 2013 to July 31, 2014 with four one-year options in the initial amount of \$74,976 and authorize the City Manager to exercise annual option(s) based on the approved annual budget from Santa Clara County and subject to annual appropriation of the City Council for the Senior Nutrition Program.
3. Authorize the City Manager to execute an agreement for the Senior Nutrition Program with Frank Szeto, an individual, dba New Orient Restaurant retroactively from July 1, 2013 to December 31, 2013 in the amount of \$18,774.

- * **20. Adopt a Resolution Seeking Investigation of Sexual Slavery Allegations During World War II and Adopt a Resolution Recognizing Korean War Armistice Day (Staff Contact: Michael Ogaz, 408-586-3040)**

Background: At the request of Mayor Esteves, Council is asked to consider adoption of two Resolutions.

The first Resolution, noting facts alleged in a Resolution adopted by the Board of Supervisors of the City and County of San Francisco, seeks an investigation by U.S. officials of allegations of the Japanese government having operated a system of sexual slavery in occupied countries during World War II and statements about that made by the Mayor of Osaka, Japan. According to the San Francisco Resolution, confirmed by outside news reporting agencies, the Osaka Mayor made statements condoning the system utilizing women from occupied countries as “comfort women” during the Pacific War. The Resolution asks President Obama and the Congress to investigate the matter and seek acknowledgment and reparation from the Japanese government to victims if found true.

The second Resolution notes the contributions of Bay Area residents, including those living in what is now the City of Milpitas, to the Korean War effort and supports the California Legislature’s actions toward establishing July 27, 2013 as Korean War Armistice Day.

Fiscal Impact: None.

Recommendations:

1. Adopt a Resolution requesting investigation by U.S. officials of claims of sexual slavery in World War II.
2. Adopt a Resolution recognizing July 27, 2013 as Korean War Armistice Day.

XIX. BID AND CONTRACTS

- * **21. Approve Plans and Specifications and Authorize Advertisement for Bid Proposals for Soundwall Renovations 2013, Project No. 4267 (Staff Contact: Steve Erickson, 408-586-3301)**

Background: Plans and specifications are completed for Soundwall Renovations 2013, Project No.4267. The project provides for the repair and painting of City-owned soundwalls located along the easterly side of Milpitas Boulevard, from Escuela Parkway to Tramway Drive. Repairs include: the removal of loose and fractured concrete; cleaning exposed rebar and patching; and applying an elastomeric paint to help prevent decay. The Engineer's Estimate for the project is \$120,000. A copy of the title sheet of the project plans is included in the Council's agenda packet, and the complete set of plans and specifications are available for review in the office of the City Engineer.

Fiscal Impact: None. Sufficient funds are available in the project budget for these services.

Recommendation: Approve the plans and specifications for Soundwall Renovations 2013 Project No. 4267, and authorize advertisement for bid proposals.

- * 22. **Approve Agreement Between the County of Santa Clara and the City of Milpitas for the Distribution of 2010 Homeland Security Grant Funds (Staff Contact: Sean Simonson, 408-586- 2810)**

Background: The 2010 Homeland Security Grant funds are offered to address identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. A portion of these funds are allocated from the County of Santa Clara to the City of Milpitas to implement Homeland Security initiatives under the HSGP 2010 guidelines. Due to a clerical transition at the Santa Clara County Office of Emergency Services, this agreement was overlooked and the County now requests signatures to finalize the grant.

Fiscal Impact: Entering into this Agreement augmented training costs for Milpitas Public Safety staff. These funds in the amount of \$9,242.00 were spent for training in Rescue Systems and Confined Space Rescue.

Recommendation: Enter into this agreement with the County of Santa Clara to finalize the grant process for 2010 Homeland Security Grant funds that were used by the City.

- * 23. **Approve and Authorize the City Manager to Execute Amendment No. 3 to the Agreement with CDM Smith, Inc. for Solid Waste Program Support by Increasing Compensation by \$16,780 (Staff Contact: Jeff Moneda, 408-586-3345)**

Background: The City entered into a five-year contract with Camp, Dresser & McKee, Inc. on August 3, 2009 to review Republic Service's (Republic) annual reimbursement request to the City for extraordinary regulatory costs not included in the base rate of its contract with the City. Subtitle D of the Federal Resource Conservation and Recovery Act, enacted after the contract base rate was established, requires landfill operators to monitor landfill safety, provide proper capture and treatment of wastewater leachate, and monitor wildlife control and facility design. The agreement was previously amended twice to increase the compensation for review of 2009 and 2010 regulatory costs for the Newby Island landfill. Staff requires the consultant's technical expertise review to verify the accuracy of the 2011 and 2012 claims. The evaluation process includes a review of Republic's documentation, project meetings with City and Republic staff, and a report of findings. The validated extraordinary expenses will be incorporated into a future rate increase. Camp, Dresser & McKee, Inc. changed its corporate name in December 2011 to CDM Smith, Inc. Staff negotiated an agreement amendment with CDM Smith, Inc. in an amount not to exceed \$16,780, which is consistent with previous Subtitle D review work.

Fiscal Impact: None. Funds are available in the FY 2013-14 Engineering budget.

Recommendation: Approve and authorize the City Manager to execute Amendment No. 3 to the consultant services agreement with CDM Smith Inc. (formerly Camp, Dresser & McKee) for

solid waste program support by increasing compensation in the amount of \$16,780, for a total not-to-exceed amount of \$55,400.

- * 24. **Authorize the Fire Chief to Execute an Agreement with the Center for Public Safety Excellence to Prepare an Integrated All Hazards Community Risk Assessment and Standards of Response Coverage Document (Staff Contact: Brian Sturdivant, 408-586-2811)**

Background: The need for a comprehensive review and analysis of service and performance of the Fire Department is driven in part by the recent brown-out of a Milpitas fire apparatus and reduction in force (layoffs) which took place April 29, 2013, and May 6, 2013, respectively. These cost saving measures were recommendations from staff to the City Council, which were approved. In light of these unprecedented cost saving steps, a proposal from the Center for Public Safety Excellence (CPSE) Technical Advisors Program (TAP) was solicited by the Fire Chief. This proposal would allow Milpitas Fire Department to complete a Standards of Response Coverage (SOC) document which evaluates community risk and provides a hazard assessment. This initiative was listed as a goal during the fiscal year 2013-14 budget process. Also, current fire department performance and service level objectives to the community will be analyzed and measured. Determinants of goals, benchmarks and performance measures for enhanced future fire performance will be identified as well. Developments of an SOC document, along with the community risk assessment, are foundational processes for fire department accreditation through the Commission on Fire Accreditation International (CFAI) and Center for Public Safety Excellence.

Fire Department accreditation is a comprehensive self-assessment and evaluation model that enables organizations to examine past, current and future service levels and internal performance, and compare them to industry best/smart practices. This process leads to improved service delivery by helping fire departments to 1) determine community risk and safety needs, 2) evaluate the performance of the department, and, 3) establish a method for achieving continuous organizational improvement. Accreditation is a long sought after goal and a desired expectation of the modern fire service. The CFAI accreditation process provides a well-defined, internationally-recognized benchmark system to measure the quality of fire and emergency services.

The CPSE/TAP has assisted local public safety agencies streamline processes, increase efficiencies and improve the services provided to their communities through three primary programs. These programs include: (1) working with fire and emergency services agencies to instill continuous improvement in their delivery of services to the community, leading to accreditation, (2) recognizing individual fire officers reflecting career accomplishments including: higher education, professional certifications, contributions to the fire profession and other factors, and (3) providing emergency services agencies with on-site facilitation in the development of their SOC/Risk Assessment draft document, their self-assessment draft document and their strategic plan, all required components for accreditation.

Fiscal Impact: None. The cost of the CPSE/TAP agreement is \$29,900. This funding is available within the fire department operating budget for FY 2013-14.

Recommendation: Authorize the Fire Chief to execute an agreement with the Center for Public Safety Excellence for technical support services and development of the Milpitas community risk assessment and Milpitas Fire Department Standards of Coverage document. Three (3) CPSE technical advisors will provide facilitation services over a 6-9 months timeframe for a fee not to exceed \$29,900.

- * 25. **Approve a Contract with Renne Sloan Holtzman Sakai Law Firm for Litigation Services (Staff Contact: Michael Ogaz, 408-586-3040)**

Background: On June 24, 2013, the City was served with a Petition for Writ of Mandate filed in the Superior Court by International Association of Firefighters Local 1699 claiming reimbursement for 7% salary reductions the employee group had agreed to in a side letter. The IAFF claims the side letter expired in December of 2012 and that deductions should have ended at year end. The City took the view that the side letter was in effect continuously until replaced by a new Memorandum of Understanding which the parties are currently negotiating, and has deducted the 7% (through the current date) from firefighters' pay.

Currently, the City Attorney's office, staffed with only two attorneys, cannot litigate this matter and simultaneously maintain current workload. Therefore, it is necessary to have the suit handled by outside counsel. Renne Sloan has advised the City for several years on personnel matters and is best positioned to handle the City's defense. That law firm has proposed a budget of \$70,000 to handle the case but is hopeful the cost will be significantly less. The City Attorney advises Council to approve a \$70,000 contract to be appropriated from the contingency reserve fund.

Fiscal Impact: A \$70,000 impact to the contingency reserve fund for Fiscal Year 2013-14.

Recommendation: Approve the contract with the law firm of Renne Sloan Holtzman Sakai, LLP, in the not-to-exceed amount of \$70,000 and an appropriation from the contingency reserve fund in that amount to fund the contract.

XX. DEMAND

- * 26. **Authorize Payment to Cayenta for Annual Software Support and Maintenance Services Agreement for the Financial and Utility Billing System for the Not-To-Exceed Amount of \$132,194.65 (Staff Contact: Chris Schroeder, 408-586-3161)**

Background: In 1997, the City of Milpitas entered into an agreement with Cayenta to provide a financial and utility billing system for the City of Milpitas. Cayenta is the developer of the software and there is no other source for support and maintenance of this application. In 2011, the City Council designated Cayenta as the sole source provider for Cayenta software support and maintenance, per Milpitas Municipal Code Section I-2-3.09 - Sole Source Procurement.

Fiscal Impact: None. Funds for this purchase are available from the Information Services' and the Finance Department's Fiscal Year 2013-14 operating budgets.

Recommendation: Authorize payment to Cayenta for software support and maintenance for the financial and utility billing system in the not-to-exceed amount of \$132,194.65 for FY 2013-14.

XXI. ADJOURNMENT

**NEXT REGULARLY SCHEDULED COUNCIL MEETING
TUESDAY, AUGUST 20, 2013 AT 7:00 P.M.**

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of: **Regular Meeting of Milpitas City Council**
Date: **Tuesday, June 18, 2013**
Time (scheduled): **6:00 PM**
Location: **Council Chambers, Milpitas City Hall,
455 East Calaveras Blvd., Milpitas**

ROLL CALL

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 Gomez

ABSENT: Councilmember Montano was absent at 6:00 PM and arrived in Closed Session at 6:10 PM.

City Manager Tom Williams was absent, so Finance Director Emma Karlen served in his place at the City Council dais.

CLOSED SESSION

City Council convened in Closed Session to discuss labor negotiations and one litigation matter.

City Council then convened in Open Session at 7:00 PM.

ANNOUNCEMENT

No announcement out of Closed Session.

PLEDGE

Boy Scouts Troop No. 92 presented the flags and led the pledge of allegiance.

INVOCATION

Pastor John Haas, of Mount Olive Lutheran Church in Milpitas, was welcomed by Councilmember Debbie Giordano and then provided the invocation prayer.

MINUTES

Motion: to approve meeting minutes of May 14, 2013 City Council meeting, as submitted and to be reviewed by City Clerk for edits as needed to reflect a comment by Councilmember Giordano seeking a 50% pay increase for crossing guards (edit requested by Councilmember Montano)

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

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

Motion: to approve meeting minutes of June 4, 2013 City Council meeting, as submitted

Motion/Second: Vice Mayor Polanski/Councilmember Montano

Motion carried by a vote of: AYES: 4
NOES: 0
ABSTAIN: 1 (Giordano)

SCHEDULE OF MEETINGS

Motion: to approve Council Calendars/Schedule of Meetings for June and July 2013, as amended

Councilmember Montano stated there would be no Library Advisory Commission and no Sister Cities Commission meetings in July.

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

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

PRESENTATION

Mayor Esteves proclaimed the month of July as “Parks and Recreation Month” for 2013. The proclamation was accepted by youngsters Zoe and Lucas Guzicki of Milpitas, whose family participated in many Recreation programs.

Next, Mayor Esteves presented 2012-13 Community Champion Awards from Recreation Services to nine local companies that provided donations and support for Recreation programs over the past year. Representatives from seven organizations were present to accept the plaques from the Mayor and Recreation Supervisor Jaime Chew. Companies/organizations in attendance were: Mission Peak Company, Milpitas Police Officers Association, Crowne Plaza Silicon Valley, Unicorn Dance band, Abbyy Corp., South Bay School of Music Arts, and Milpitas Parks & Recreation Foundation.

Finally, Mayor Esteves recognized award winning students from Milpitas in the 2013 Santa Clara Valley Science and Engineering Fair in various categories. Students Allen Cheung, Jonathan Liu, and Mark Shacker were present to receive their awards.

PUBLIC FORUM

Robert Marini, Milpitas resident, spoke about water and sewer rate information on the City’s website. He displayed a chart overhead with fee information.

Carol Kassab, CEO of Milpitas Chamber of Commerce, announced that next week the Chamber would host its Annual Awards dinner to honor the Businessperson of the year, Corporate Citizen of the Year, and Chamber Ambassador, at Sheraton Hotel in Milpitas on Thursday, June 27, 2013.

ANNOUNCEMENTS

Councilmember Gomez requested to adjourn the meeting in memory of three residents who had recently passed away: Mabel Mattos, Joie and Angelo Gill.

Vice Mayor Polanski announced that the 60th Anniversary of the City (upcoming in January 2014) new Council subcommittee would have its first meeting Thursday, June 27 in Committee Room.

Councilmember Montano reported that she had attended the Fil-Am Fiesta a few weeks ago, which was quite a multi-cultural event, and it was very nice.

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

City Attorney Ogaz asked City Councilmembers if they had any personal conflicts of interest or reportable campaign contributions and the response from all members was none.

APPROVAL OF AGENDA

Motion: to approve the agenda, as submitted

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

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

CONSENT CALENDAR

Motion: to approve the Consent Calendar (items noted with *asterisk), as amended

Councilmember Montano requested removal from consent calendar of the following three items: No. 9 (tax sharing agreement with SGI), No. 10 (contract with O’Grady Paving) and No. 18 (continue temporary Building Inspector for Lyon Apartments construction project).

Mayor Esteves inquired about agenda item No. 15 (agreement with Quality Assurance Engineering dba CEL). He felt that \$500,000 was a large amount and wondered why that was a contract that did not go out for bids. CIP Manager Steve Erickson responded that the City had done business long-term with this consultant firm and it was valuable to continue working with CEL. The City Attorney confirmed that a consultant agreement did not require formal bidding, and Mr. Erickson said staff used a request for proposals process for this type of work.

Motion/Second: Councilmember Giordano/Vice Mayor Polanski

Motion carried by a vote of:

AYES: 5

NOES: 0

- * 1. Commission Appointments Confirmed the following Mayor's appointments:
- Bicycle Pedestrian Advisory Commission
Re-appointed Kristal Caidoy as Alternate No. 2 to a term that will expire in August 2015.
- Emergency Preparedness Commission
Re-appointed Betty Reutter as Alternate No. 1 to a term that will expire in June 2015.
- Library Advisory Commission
Re-appointed Marie Pham as a regular member to a term that will expire in June 2015.
Re-appointed Nonie McDonald as Alternate No. 2 to a term that will expire in June 2015.
- Parks, Recreation, and Cultural Resources Commission
Re-appointed Stephanie Fong as a regular member to a term that will expire in June 2016.
Appointed Gerome Guerrero as a regular member to a term that will expire in June 2014.
Appointed Bill Singh as Alternate No. 1 to a term that will expire in June 2014.
Newly appointed Satish Bansal as Alternate No. 2 to a term that will expire in June 2015.
- * 2. Donation to Fremont 4th of July parade Approved Mayor's request to participate in Fremont's 4th of July parade and to donate \$200 to Fremont 4th of July Parade organization.
- * 5. Sister Cities By-Laws Approved a change in Section 6 of the Sister Cities Commission's By-laws to state, "The Sister Cities Commission shall hold regular meetings on the fourth Thursday of each month at 6:00 p.m." which changed regular meeting time from 7 PM to 6 PM start.
- * 7. Pool Covers funding Accepted the PG&E incentive and Association of Bay Area Government's grant for the purchase of new swimming pool covers at the Milpitas Sports Center. Assigned the PG&E incentive to Knorr Systems in the amount of \$16,068.73.
Appropriated the ABAG Plan Risk Management Program grant in the amount of \$16,068.72 to the Milpitas Recreation Services Division budget.
- * 8. Adopt 3 Ordinances Waived second readings and adopted the three Ordinances No. 220.2, No. 222.1 and No. 223.2 for amendments and authorized execution of the agreements with Air Products and Praxair, on the effective date of the ordinances.
Authorized the City Manager to execute the Franchise License Agreements with two companies, Air Products and Praxair, on the effective date of the ordinances.
- *11. Resolution Adopted Resolution No. 8275 creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, and approved the Memorandum of Agreement creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee.
- *12. Resolution and other actions for District 2
- 1) Approved and authorized execution of a Subdivision Improvement Agreement, on-site private utilities covenant agreement, and right-of-way encroachment permit agreement.
 - 2) Approved four Final Maps (Tracts 10141, 10145, 10148, and 10149) with the recommended street names.
 - 3) Approved the Public Improvement Plans No. 2-1165 and Penitencia Creek Trail Improvement Plans.
 - 4) Approved the temporary closure of McCandless Drive.
 - 5) Adopted Resolution No. 8276 annexing properties known as "District 2" project by Taylor-Morrison, LLC into Community Facility District 2008-1.
- *13. Authorize Bids for Cathodic Protection systems Approved the plans and specifications for Projects No. 7115, No. 6115 and No. 3706, and authorized advertisement for bid proposals.

- *14. Amendment No. 2 to Agreement with ACCO Authorized Amendment No. 2 to the agreement with ACCO Engineered Systems and authorized the City Manager to execute the amendment from June 30, 2013 to February 17, 2014 for the not-to-exceed amount of \$21,144, for a total contract value of \$204,854 for City Hall Heating, Ventilation, and Air Conditioning maintenance and repair.
- *15. Agreement with Quality Assurance Engineering Approved and authorized the City Manager to execute an agreement with Quality Assurance Engineering, Inc. (dba CEL) in the amount of \$500,000, for various Capital Improvement Program (CIP) projects, subject to approval as to form by the City Attorney.
- *16. Workers Compensation Insurance Authorized renewal of contract and authorized the City Manager to pay Brown & Brown of California the premium rate of \$113,631; and, approved acceptance of Safety National Casualty Corporation to provide for the City's excess workers' compensation insurance for FY 2013-14.
- *17. Approve Eight Contracts for Recreation Services Vendors for FY 2013-14 Approved contracts between the City of Milpitas Recreation Services and the following eight vendors for annual classes and camps not to exceed their appropriate dollar amounts for Fiscal Year 2013-14:
- 1) Mad Science of Bay Area – not to exceed \$22,500.00
 - 2) Barry Poole (tennis instruction) – not to exceed \$40,000.00
 - 3) Irene Saxe and Music Together – not to exceed \$28,000.00
 - 4) Noteworthy Music – not to exceed \$35,000.00
 - 5) South Bay Scholars Basketball Camps – not to exceed \$30,000.00
 - 6) Jensen Performing Arts – not to exceed \$25,000.00
 - 7) Communication Academy – not to exceed \$27,500.00
 - 8) Tatsiana Lahunovich (fitness) – not to exceed \$25,000.00
- *19. Amendment No. 2 to Agreement with HF&H Authorized the City Manager to execute Amendment No. 2 to the consultant services agreement with HF&H Consultants for technical support services for solid waste rate review by increasing compensation in the amount of \$28,446, for a total not-to-exceed amount of \$236,696.
- *20. Amendment No. 3 to Agreement with HMH Eng. Authorized the City Manager to approve Amendment No. 3 to the agreement with HMH Engineers for one year extension from June 30, 2013 to June 30, 2014 for the Dixon Landing Road/I-880 Interchange Right of Way project with no change in contract amount.
- *21. Agreement with BAE Urban Economics for General Plan Housing Element Approved the budget appropriation request of \$113,719 from the Milpitas Housing Authority to fund the General Plan Housing Element Update; and authorized the City Manager to execute a consulting services agreement with BAE Urban Economics to prepare the General Plan Housing Element in an amount not to exceed \$113,719.
- *22. Amendment No. 2 to Agreement with Tiburon Inc. Approved Amendment No. 2 to the agreement with Tiburon Inc. for a one year extension of services for software support and maintenance for the Police Records Management System for the period July 1, 2013 to July 1, 2014, for the annual not-to-exceed amount of \$52,828.

REPORTS

Two items were approved on consent calendar.

3. Resolution Supporting Library Tax Ballot Measure

Councilmember Montano asked for the City Council's support of an upcoming special ballot measure for the Milpitas Library, which would be the continuance of a library services tax. It will be on a special all-mail ballot for Milpitas and other cities in the county Library Joint Powers Authority, in August.

Councilmember Montano asked Milpitas Librarian Linda Arbaugh to describe the tax, the current version of which expires in 2015. Councilmember Montano wanted Milpitas to join other cities whose Councils had adopted a resolution of support. Without funding from the measure, the Library would have to make major cuts in all areas of service.

Mayor Esteves stated that the Cities Association of Santa Clara County recently endorsed the resolution unanimously supporting the libraries.

Councilmember Giordano responded that typically she was anti-tax, but on this particular one, this was an extension of an existing tax so voters were asked to just support what was already there now. So she supported the resolution. Mrs. Arbaugh confirmed there would no increase in tax.

Vice Mayor Polanski asked the librarian to explain the voting process since it was strictly by mail ballot only, and Mrs. Arbaugh responded.

Motion: to adopt Resolution No. 8272 supporting the Santa Clara County Library District Community Facilities District Special Tax Measure A on the August 27, 2013 ballot

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

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

4. Community Advisory Commission – Tree Program

Principal Planner Felix Reliford, staff liaison to the Community Advisory Commission, described the request from CAC’s “Green Tree Subcommittee” recommending a new tree-planting program for the city. The three-member subcommittee met and presented to the entire Commission their plan at the beginning of June, recommended to the City Council for approval. They requested amendment of the Commission’s work plan to adopt and add the tree program.

He introduced members of the CAC subcommittee and asked Commissioner Jacqueline Holland to make a presentation. The group sought \$40,500 allocation for the program to start with an intention to seek grant funds. She referred to the City’s adopted Climate Action Plan, including the goal to plant two trees per home, while they also urged a tree planting day during the City’s 60th anniversary. A suggestion was made to provide a new tree at every sale of a home in Milpitas.

Mr. Reliford concluded by confirming the recommendation to the City Council.

Councilmember Gomez thanked staff and Commissioners, and asked about the issue of trees on private property versus public parks. Mr. Reliford replied that the program could be scaled down, in terms of numbers. They could start with city parks and other public lands, noting that new developments were required to provide landscaping including trees. Mr. Gomez inquired about use of developer-paid park in lieu fees. Mr. Reliford explained in part what such fees could be applied towards, such as trees on park lands or other city facilities, but not for street trees all over the City. The program total costs were estimated at \$60,000 while Commissioner Ray Maglalang said the subcommittee was seeking \$40,000 allocated by the City Council to start tree planting.

Vice Mayor Polanski had no objection to planting trees in the City. She asked what the expected costs were to maintain trees once planted, as that would be important to know. She did not want to encumber a homeowner with a duty to maintain a tree, if forced to put on their property. The cost to plant a tree was one thing, and the need to know long-term maintenance costs existed. Also, what about street medians? It was a good idea to have this program as part of the CAC’s work plan as a laudable goal.

Mayor Esteves commented this idea was not something new to the City. When he was first Mayor, he recalled that planting 500 trees was a goal.

Councilmember Montano felt the bottom line was to beautify the city with trees. She was concerned about watering and irrigation. The plan could be to map out where trees would go, starting maybe in the public right-of-ways. She also recommended adding ivy on soundwalls in addition to street trees. She did not agree with making new homeowners plant trees, forcing them to accept, and also recommended replacement of trees along Dixon Road.

Councilmember Giordano recalled the City began a re-foresting project, into six or eight areas with the goal to beautify the City. She agreed with Ms. Montano to delete the recommendation about a tree provided at point of sale of any home. She agreed with the concept of sending this plan back to staff to investigate the details and recommend a funding plan with more research needed. She thanked Commissioners for their hard work.

Councilmember Gomez asked staff and Commission to come back with more of the details known.

Mayor Esteves thanked the Commission and the subcommittee. This was a favorite project of his and was a huge undertaking. The impact would be even more, would be magnificent, when implemented. It involved education for residents to maintain the trees also. He supported the project and wanted to proceed ahead. All the questions raised at this meeting were part of planning. He saw a value for generations to come.

Motion: to amend the Community Advisory Commission's Work Plan 2013-14 to include Tree Planting Program, and direct staff to support it and come back to Council with possible funding sources, and delete item no. 5 (requirement for new tree upon the sale of a home) from the plan proposal

Motion/Second: Councilmember Gomez/Councilmember Giordano

Mayor Esteves invited comments.

Robert Marini, Milpitas resident, said if the program was maintained by the City, there would be increased cost to residents. In north Milpitas near the high school, on west side of Arizona, the street was maintained with brown leaves and trash.

Mayor Esteves called for the vote on the motion above.

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

NEW BUSINESS

6. Report from Santa Clara Valley Water District

CIP Manager Steve Erickson introduced representatives from the Santa Clara Valley Water District who would give an overview presentation of current projects and activities of the District within Milpitas.

Mr. Richard Santos, elected District Director for Alviso and Milpitas, noted he had met with Mayor Esteves a few months ago. Then, the Mayor suggested a presentation to Council to update elected officials. He introduced the District's Government Relations Manager Rick Callendar. Mr. Callendar gave a presentation with powerpoint information on many projects ongoing in the City of Milpitas in conjunction with Santa Clara County, Santa Clara Valley Transportation Authority, and Bay Area Rapid Transit.

Councilmember Montano asked how many percolating ponds there were to replenish groundwater and the answer was there are no recharge ponds. She asked about creeks located near the planned BART station and sought clarification about those would be protected, and not flood the area around the station. Ms. Montano asked about the purpose of water from the new Water Purification Center and district staff said it was not direct potable water but would be used for irrigation.

Mayor Esteves asked about recreational trails and plans. Mr. Callendar responded that the District worked with cities on joint agreements for trail use, upon request. Ms. Norma Camacho from the District explained the process for joint use agreements with cities, and she was looking forward to a new grant award.

The Mayor further asked about parcels being taken out of the defined flood plain. He wanted to know if they were residential, so the residents would no longer need flood insurance. District staff replied that yes, some residences would be removed from that area, working on the FEMA process, once the flood protection work was done.

Mayor Esteves asked how the District prioritized projects. Staff discussed criteria in the Capital program. District staff also looked at cost-sharing, partnerships, and ranked all projects on annual basis.

Mr. Santos thanked the Mayor and City Council, while Mayor Esteves thanked Santa Clara Valley Water District staff for the information provided.

Motion: to note receipt of the oral report from Santa Clara Valley Water District

Motion/Second: Vice Mayor Polanski/Councilmember Giordano

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

RESOLUTIONS

Two Resolutions were adopted on consent calendar.

9. Resolution

Councilmember Montano wanted clarification on what exactly the tax sharing plan was with this company. Finance Director Emma Karlen explained that the City was approached by SGI (Silicon Graphics Inc.) about moving its headquarters to the City of Milpitas, and sought a tax sharing agreement. This would mean sharing tax revenues up to 50% of property tax, transient occupancy (hotel) tax and use tax for five years.

Councilmember Montano asked what the benefit was. Staff explained the City would be gaining, since the company was not here now. The city would get more tax revenue if SGI moved to Milpitas.

Councilmember Gomez wanted to know total revenues. Ms. Karlen had an estimate from the company, so that \$25,000 was a very rough estimate on possible revenue from the tax sharing. SGI had 210 employees it would move here.

Councilmember Giordano asked if the company approach the City or the other way around. Ms. Karlen said the company approached the City.

Mayor Esteves favored this program, to assist a company with coming to Milpitas since they were bringing jobs and workers to the City. There was a need to be competitive with worldwide marketplace.

Next, the Mayor invited speakers from the audience.

Robert Marini, Milpitas resident, asked what happened after five years, when the agreement ended. The Mayor responded that the company would pay all the taxes.

Motion: to adopt Resolution No. 8273 authorizing the City Manager to negotiate and execute a Tax Sharing Agreement with SGI, subject to approval as to form by the City Attorney, for the sharing of up to 50% of Property, Use and Transient Occupancy Taxes generated by SGI in Milpitas and allocated to the City of Milpitas for a period of 5 years

Motion/Second: Vice Mayor Polanski/Councilmember Montano

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

10. Resolution

Councilmember Montano was curious how the City contracted with different companies to do streets work. Her view was that when some streets were paved, after the work, they

did not look that great. She about benchmarks or a system, along with a list of companies to do business with.

Transportation Engineer Steve Chan explained that the City used the invitation to bid process, per specifications. The City awarded contracts to the lowest responsible bidder, which must construct according to specifications. One year to correct anything needed, if defective, after any project was initially accepted.

Mayor Esteves asked about the type of street work. Mr. Chan explained that the street would not be removed and replaced; rather it would be slurry sealed and cape sealed.

Motion: to adopt Resolution No. 8274 authorizing the City Manager to award and execute a construction contract with O'Grady Paving, Inc. for Street Resurfacing Project 2014, Street Cape and Slurry Seal, Project No. 3412, No. 4254 and No. 4268, in the amount of \$1,649,128; and, to authorize staff to execute change orders for the projects provided that the change orders do not exceed established construction contingency amount of \$250,000 for the project

Motion/Second: Councilmember Montano/Councilmember Gomez

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

CONTRACTS

Nine items were approved on consent calendar.

18. Extend Temporary Building Inspector

Councilmember Montano had removed this item from consent calendar, stating she thought the developer was going to pay the cost for the temporary building inspector and requested confirmation of that. Chief Building Official Keyvan Irannejad came to the podium to respond, stating affirmatively that the developer would in fact continue to pay for the temporary assigned project-specific building inspector for Lyon Apartments.

Motion: to approve developer Lyon Communities' request to continue with employment of one dedicated building inspector for an additional month ending July 31, 2013, and approve a budget appropriation of \$11,720, less the administrative fee, into the Building and Safety Department

Motion/Second: Councilmember Gomez/Vice Mayor Polanski

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

ADJOURNMENT

Mayor Esteves adjourned the meeting at 9:13 PM in memory of Mabel Mattos, Joie and Angelo Gill.

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

July 2013						
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			

September 2013						
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					

Council Calendar

August 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 5:30 PM-VTA Board of Directors (JE)	2	3
4	5 10:00 AM-SVRT Program Committee (JE) 7:00 PM-Parks, Recreation & Cultural Resources Commission (AP)	6 6:00 PM-Closed Session 7:00 PM-City Council	7 5:30 PM-Veterans Commission (DG) 7:00 PM-Community Advisory Comm. (AG)	8 4:00 PM-VTA Policy Advisory Committee (AG) 4:30 PM-Treatment Plant Advisory Committee (JE) (San Jose) 7:00 PM-Youth Advisory Comm. (DG) 30 th Annual National Night Out 6:00-9:00 PM	9	10
11	12 6:00 PM-Economic Development Commission (CM)	13	14 7:00 PM-Planning Commission	15 12:30 PM-VTA Admin & Finance Committee (JE)	16	17
18	19 7:00 PM-Telecommunications Commission (AP)	20 6:00 PM-Closed Session 7:00 PM-City Council	21	22 7:00 AM-Milpitas Chamber of Commerce Board (DG) 6:00 PM-Sister Cities Commission (CM)	23	24
25	26 4:00 PM-Oversight Board (AG)	27 1:30 PM-Senior Advisory Commission (JE)	28 7:00 PM-Planning Commission	29 12:00 PM-Terrace Gardens Board of Directors (DG)	30	31

JUL 21 2013

RECEIVED

CITY OF MILPITAS - INDOOR FACILITY USE APPLICATION

If your rental facility is unacceptable, and a facility attendant is unavailable, please call the following: Recreation Services 408-586-3210. (Monday-Thursday, 8:00 a.m.-6:00 p.m., Friday, 8:00 a.m.-5:00 p.m.); (All Other Hours) Police Dispatch 408-586-2400. If facility is not open at designated time, please wait 15 minutes before calling Police Dispatch.

Date(s) of Use 08/16/2013 Facility Circle One: MCC MSRC ADOBE MSC Room Back Patio & City Hall lobby
Time you wish to begin set-up 5:00 PM Time function begins 6:00 PM Time function ends 8:00 PM
Applicant (person responsible for rental of facility) Sumeet Ahuja of FIA of Northern
Name of Group/Organization/Company facility is being rented for FIA of Northern California
Type of Event (be specific) Independence Day Celebration of India
Applicant Address 167 Hobbs Ct City Milpitas Zip 95035
Day Phone 408 621 6704 (Dharminder) Evening Phone E-Mail Address:

*Is event open to the public? [X] Yes [] No Number of people expected Total 100 (Youth 20 Adults 80)
Fundraising event? [] Yes [X] No
Will food or other items be sold and/or charging admission? [] Yes [X] No *If yes, describe amounts:

Will food be served? [X] Yes [] No Re-warming of food is allowed in the kitchen. No food preparation is permitted.

*Will alcohol be served? [] Yes [X] No Will alcohol be sold? [] Yes [X] No
(If I will be selling alcohol at my event, I understand and agree by signing this form to get additional insurance and to get an alcohol permit at least 45 days in advance of my event.)

Will there be music? [X] Yes [] No Type (circle one) Band DJ Other Speakers, music system, mic
Will there be additional equipment used? [X] Yes [] No If yes, list: Mic & speaker system

* Additional fees and insurance is required

I, the applicant, hereby agree to hold the City of Milpitas and any officer and employee thereof free and harmless for any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use of the facilities of the City of Milpitas. I further agree to furnish such liability or other insurance for the protection of the public and the City of Milpitas, and any officer and employee thereof as the City may require. I agree to reimburse the City of Milpitas for any damage to said facilities arising out of the use herein requested. I have read and understand the clean-up and decorating responsibilities, cancellation policy and Facility Use Rules and Regulations approved by City Council 12/1/2009. Initial S

By signing this form, I understand and agree to abide by the City's cancellation policy and the Facility Use Rules and Regulations approved by the Milpitas City Council on December 1, 2009.

After said rental or cancellation of rental date, I understand that the City will return my cleaning and damage deposit in the form of a City check. This check will be mailed in approximately 30 days from the rental date or cancellation of rental date, unless damages, additional maintenance, services, additional rental fees, or cancellation fees need to be assessed. This check will be made payable to me, the applicant, and will be mailed to my address listed on this application.

I hereby certify that all statements made in this application are true and I agree and understand that any misstatement or omission of material fact may cause cancellation of my rental date. By signing this form, I further agree to be bound by the commitments and obligations stated herein.

Signature of Applicant Sumeet Ahuja Date 07/25/2013

FOR OFFICE USE
Staff Approval Signature:
Date:
Insurance: [] Yes [] No
Date-Paid/Initials
Refund Amt:
Voucher #:
Date sent to A/P:
Approval:

\$20 cash rec'd for application fee. mgl

Mary Lavelle

From: Sumeet Ahuja [ahuja.sumeet@gmail.com]
Sent: Thursday, July 25, 2013 9:43 PM
To: Jose Esteves; Mary Lavelle
Cc: dharminsterd@gmail.com; Council Access_Esteves
Subject: Re: application

Thank you for your support, Mr. Mayor.

Mary,

I am a Milpitas resident at 167 Hobbs Court and I will be renting the facilities you mentioned and will be at the event you specified on 8/16.

Let me know if you need any other information from me.

Thanks,
Sumeet

**CITY OF MILPITAS
POLICY AND APPLICATION FORM
FOR FLAG CEREMONY**

City Clerk's Office
JUL 25 2013
RECEIVED

The City desires to encourage respect and reverence for the flags of the United States of America, the State of California, and the City of Milpitas. For this purpose, flag poles have been erected in the City to allow display of these flags as symbols of the precepts enunciated in the Constitutions of the United States and the State of California.

This application form has been prepared to provide for the orderly conduct of flag ceremonies in the City of Milpitas. At the present time, there are two ceremonial flag poles at the Higuera Adobe. The two poles at Adobe Park are to remain vacant and will be used only for flag ceremonies. One pole will be for the United States Flag and the other pole for the flag of other nations. Flag poles are also situated outside City Hall at 455 E. Calaveras Blvd. Your organization's flag may not be larger than the United States flag. Both flags must be removed at the end of the ceremony.

This application should be submitted to the City Manager's office at least forty-five (45) days prior to the requested ceremony date to allow time to advertise a public hearing before the City Council. All ceremonies must be approved by the City Council. No group shall have more than one (1) flag ceremony per calendar year. All ceremonies should be conducted in accordance with applicable provisions of the United States Code and the California Government Code related to proper display of flags. These code are available online at www.uscode.house.gov and www.leginfo.ca.gov. The City Clerk may provide paper copy of the appropriate codes upon request also.

FRIDAY
Date of event :- 08/16/2013 @ 6pm
Date of Request: 07/25/2013 Time of Request: 10:00 am
Name of Requesting Agency: Federation of Indo Americans of Northern California
Address: 1860 Moway Ave., Suite 200
City: Fremont State: CA Zip Code 94538
Contact Person: Dharminder Dewan
Business Phone: 408 621 6704 Home Phone: _____

Proposed Activity (please specify the flag to be flown, date of ceremony, and estimated duration):

flag will be brought by people and displayed during the event from 6 to 8 pm on 08/16/2013. The flags will be US flag and the Indian flag

We agree to conduct ourselves in a manner, which encourages respect of the flag of the United States of America. In addition, it is understood that the requesting organization will be responsible for providing any special equipment, including the flag to be flown. A United States flag may be obtained from the City Clerk's office from 8:00 a.m. to 5:00 p.m., Monday through Friday, if one is needed. A written request must accompany your request to ensure that the flag is being released to the authorized individual or group. The United States flag must be returned to the City Clerk's office the next business day after the ceremony between 8:00 a.m. and 5:00 p.m. You should contact the City Clerk's office at 586-3001 if you need additional information or assistance.

Suneet Ahuja
Signature of Applicant

07/25/2013
Date

FOR OFFICE USE ONLY:

APPROVED:

CITY COUNCIL: _____ APPROVED _____ DENIED _____

DATE OF COUNCIL ACTION _____

- People would start coming in around 6 pm ^{on} 08/16/2013.

- We will have the flag ceremony in the ^{back patio} front where US & Indian flags will be brought by people and put on side where mic and speaker system are put.

- This will be followed by a few speeches

- After the speech there will be finger food that will be served to the attendees in the city hall lobby.

- The event will get over by 8:pm.

Federation of Indo Americans of Northern California

Dharmender Dewan

(408) 621 6704

City Clerk's Office

JUL 25 2013

RECEIVED

Milpitas, California, Code of Ordinances >> Title I - ADMINISTRATION >> Chapter 600 - DISPLAY OF FLAGS >> Section 2 - City Hall Display Flag Poles >>

Section 2 - City Hall Display Flag Poles

I-600-2.10 - City Hall Display Flag Poles

I-600-2.20 - Display of Other Flags at City Hall

I-600-2.30 - Exception—Sister City Flags and City Council Approved Ground Level Ceremonies

I-600-2.40 - City Approval

I-600-2.10 - City Hall Display Flag Poles

City Hall Display Flag Poles shall at all times be used exclusively by the City of Milpitas as follows:

- (1) Those three (3) flag poles located at the front of City Hall shall at all times be used exclusively by the City for the purpose of the display of the flags of the United States of America, the State of California, and the City of Milpitas in accordance with all applicable federal and state regulations.
- (2) Those four (4) flag poles located at the rear of City Hall adjacent to the pond shall be used to display the flags of the United States of America, the State of California, the National POW/MIA flag and the City of Milpitas in accordance with all applicable federal and state regulations at all times except the flags of Sister Cities may be displayed at this location at limited times as set forth in section 2.30 below.
- (3) Those three (3) flag poles located between the Senior Center and the Community Center buildings shall at all times be used exclusively by the City for the purpose of the display of the flags of the United States of America, the State of California, and the City of Milpitas in accordance with all applicable federal and state regulations.
- (4) Those three (3) flag poles located at the front entrance to the Senior Center shall at all times be used exclusively by the City for the purpose of the display of the flags of the United States of America, the State of California and the City of Milpitas in accordance with all applicable federal and state regulations.

(Ord. No. 260.1, § 2, 1/17/12; Ord. 260 (part), 6/3/03)

I-600-2.20 - Display of Other Flags at City Hall

Except as allowed in Section 2.30, the ceremonial display of flags other than the flags of the United States of America, State of California, National POW/MIA and City of Milpitas, on City Hall Display Flag Poles or within the Civic Center Complex and City of Milpitas Community Center is not permitted.

(Ord. No. 260.1, § 2, 1/17/12; Ord. 260 (part), 6/3/03)

I-600-2.30 - Exception—Sister City Flags and City Council Approved Ground Level Ceremonies

- 1**
- (1) The flag of the country and that of a city officially recognized by the City Council as a Sister City may be displayed in lieu of the MIA/POW flag and the flag of the State of California on two of the four flag poles located at the rear of City Hall adjacent to the pond during the time of the Sister City delegation's visit to the City of Milpitas.
 - (2) The City Council may, after a public hearing, direct City staff to permit the ground level display of a flag of another nation in existence after 1954, only at the following specified locations at the Civic Center complex or the City of Milpitas Community Center:
 - (1) City Hall Rotunda
 - (2) Area adjacent to pond at City Hall
 - (3) City of Milpitas Community Center
 - (4) City Council Chambers

Said flag display shall not be permitted on City Hall Display Flag Poles and shall only be permitted on a flagstaff, flagstand or similar device which does not cause the flag height to exceed ten (10) feet.

(Ord. No. 260.1, § 2, 1/17/12; Ord. 260 (part), 6/3/03)

I-600-2.40 - City Approval

All ground level ceremonies must be approved by the City Council. Any party intending to conduct a ground level ceremony at one of the designated locations shall submit an application to the Office of the City Manager, on a form approved by the City Council, at least thirty (30) days prior to the requested ceremony date. A public hearing will be held regarding each ground level ceremony application prior to its approval or denial by the City Council.

(Ord. No. 260.1, § 2, 1/17/12; Ord. 260 (part), 6/3/03)

When Recorded Mail to:

City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035
Attention: Office of the City Clerk

2

Record without fee under
Section 6103 - Government Code
State of California

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CONFIRMING A WEED ABATEMENT REPORT AND ASSESSMENT LIST TO BE ENTERED ON TAX ASSESSMENT BILL

WHEREAS, on January 15, 2013, the City Council of the City of Milpitas adopted Resolution No. 8212 declaring noxious or dangerous weeds growing upon certain described property to be a public nuisance that must be abated by the removal of the weeds; and

WHEREAS, if the public nuisance was not removed from the properties by the owner, the City contracted with the Santa Clara County Department of Agriculture and Environmental Management to remove the weeds and abate the nuisance; and

WHEREAS, the Santa Clara County Department of Agriculture and Environmental Management filed a report and weed abatement assessment list with the City Clerk in conformance with Title V, Chapter 202 of the Milpitas Municipal Code; and

WHEREAS, on August 6, 2013 a public hearing was held on said report and assessment list, a copy of which is attached hereto as Exhibit A.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City Council hereby confirms the 2013 Weed Abatement Assessment by the County of Santa Clara for the City of Milpitas, filed by the Santa Clara County Department of Agriculture and Environmental Management, without modification; and
3. The City Council finds that the said assessment list report is hereby remanded to the Santa Clara County Department of Agriculture and Environmental Management to be entered on the tax assessment rolls as provided by Title V, Chapter 202 of the Milpitas Municipal Code.

PASSED AND ADOPTED this _____ day of _____, 2013, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

ACKNOWLEDGMENT

State of California
County of Santa Clara

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

**2013 Weed Abatement Program
Assessment Report
City of Milpitas**

	Situs	APN	OWNER ADDRESS	MILPITAS	TAX ROLL AMT	TRA
1	926 Evans	029-06-002	Islam,ahmadiyya Movement In 926 Evans Rd	MILPITAS	\$250.00	12018
2	880 Evans	029-06-003	Phap Vuong Temple Inc, 880 Evans Rd	MILPITAS	\$250.00	12018
3	814 Calaveras Ridge	029-06-030	Chen, Wesley Wun Shyong And 814 Calaveras Ridge Dr	MILPITAS	\$250.00	12007
4	826 Calaveras Ridge	029-06-031	Dave, Mohini 22356 Hartman Dr	CUPERTINO	\$250.00	12007
5	No Situs	029-07-009	1499 Country Club Drive Lic, 475 S San Antonio Rd	LOS ALTOS	\$250.00	12007
6	No Situs	029-07-010	1499 Country Club Drive Lic, 475 S San Antonio Rd	LOS ALTOS	\$250.00	12007
7	No Situs	029-07-011	1499 Country Club Drive Lic, 475 S San Antonio Rd	LOS ALTOS	\$250.00	12007
8	No Situs	029-07-012	1499 Country Club Drive Lic, 475 S San Antonio Rd	LOS ALTOS	\$250.00	12007
9	No Situs	029-07-013	1499 Country Club Drive Lic, 475 S San Antonio Rd	LOS ALTOS	\$250.00	12007
10	Country Club	029-07-014	1499 Country Club Drive Lic, 475 S San Antonio Rd	LOS ALTOS	\$250.00	12007
11	1715 Calaveras	029-25-008	Milpitas Baptist Church, 1715 E Calaveras Bl	MILPITAS	\$250.00	12003
12	1039 Camarillo	029-52-015	Farsi, Parivash O And Farsi, Rostam 1132 Onondaga Way	FREMONT	\$250.00	12018
13	519 Vista Ridge	042-30-010	Ghani, Mahmood And Ghani, Editha 519 Vista Ridge Dr	MILPITAS	\$250.00	12007
14	529 Vista Ridge	042-30-015	Jew, Lawrence Benjamin 1601 Martin Av	SUNNYVALE	\$250.00	12007
15	524 Vista Ridge	042-30-020	Cilker, William H And Cilker, 524 Vista Ridge Dr	MILPITAS	\$250.00	12007
16	490 Vista Ridge	042-30-022	Wang, Mann Sheue And Wan, Chien 410 Vista Ridge Dr	MILPITAS	\$250.00	12007
17	531 Vista Ridge	042-30-029	Chan, Michael Kwong And Chan, 704 Longfellow Dr	FREMONT	\$250.00	12007
18	(land Only)	086-07-040	200 Serra Way Lic	SAN JOSE	\$250.00	12056
19	Main	086-08-012	Patel, Surendra M And Patel, Ranjan 2061 Daryiview Ct	SAN JOSE	\$250.00	12056

2013 Weed Abatement Program
 Assessment Report
 City of Milpitas

Situs	APN	OWNER ADDRESS	TAX ROLL AMT	IRA
20	086-25-020	Woo, Kan J & Lan H 2650 Kelly Av MC KINLEYVILLE	\$371.50	12056
21	086-25-028	Panchal, Natwarlal M And Panchal, 3200 Monterey Rd SAN JOSE	\$250.00	12056
22	086-27-008	Preston, Michael Darold Tr/tr 133 Bothelo Av MILPITAS	\$41.00	12056
23	086-28-006	Sfpuc Real Estate Section 525 Golden Gate Ave Floor # SAN FRANCISCO	\$250.00	12003
24	086-31-003	Union Pacific Railroad 10031 Foothills Blvd ROSEVILLE	\$250.00	12058
25	086-31-044	Union Pacific Railroad 10031 Foothills Blvd ROSEVILLE	\$250.00	12058
26	086-32-020	Et Al, bdi Investments Llc 2101 Woodside Rd WOODSIDE	\$250.00	12058
27	086-32-021	Union Pacific Railroad 10031 Foothills Blvd ROSEVILLE	\$250.00	12058
28	088-04-060	Chang, Wen-i And Chang, Josie Po Box 422 LOS ALTOS	\$1,544.00	12058
29	088-04-062	Chang, Josie And Chang, Wen-i Po Box 422 LOS ALTOS	\$1,169.00	12058
30	088-04-076	Chang, Wen-i And Chang, Josie Po Box 422 LOS ALTOS	\$925.25	12058
TOTAL			\$10,300.75	

Milpitas Complaints

Received by BAAQMD From 5/1/2013 to 5/31/2013

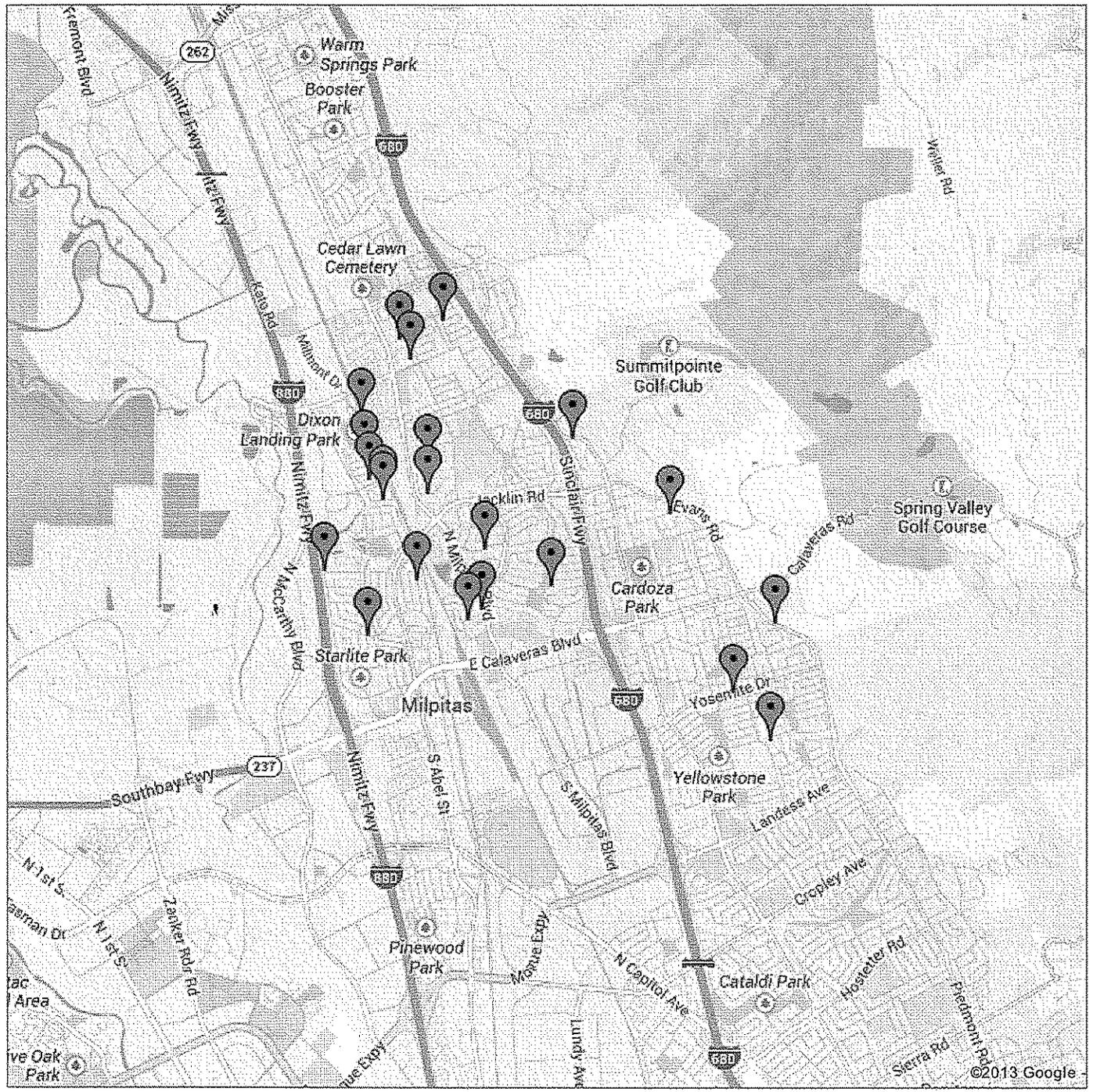
<u>Complaint#</u>	<u>Received</u>	<u>Occured</u>	<u>Alleged Source</u>	<u>Description</u>	<u>General Location</u>	<u>Status</u>	<u>Attributed Site#</u>	<u>Referral</u>	<u>Comments</u>
214205	5/1/13 6:45	5/1/13 5:30	International Disposal Corporation of Calif	strong	400 MARYLINN DR	Unconfirmed			
214235	5/2/13 14:59	5/2/13 14:59	BFI - The Recyclery	compost	100 BEAUMERE WAY	Unconfirmed			
214236	5/2/13 15:35	5/2/13 9:00	BFI - The Recyclery	vomit	200 RODRIGUES AVE	Unconfirmed			
214246	5/3/13 20:40	5/3/13 20:30	Newby Island Landfill	strong trash	200 SUMMERWIND DR	Unconfirmed			
214247	5/3/13 20:57	5/3/13 20:45	BFI - The Recyclery	open sewer	1700 GOLDEN HILLS DR	Unconfirmed			
214252	5/6/13 17:23	5/6/13 0:00	NONE	toilet	300 MONTICITO WAY	Unconfirmed			
214253	5/6/13 17:34	5/6/13 0:00	NONE	sulfur	200 SPRING VALLEY LN	Unconfirmed			
214254	5/6/13 17:41	5/6/13 14:00	BFI - The Recyclery	garbage	1200 ELKWOOD DR	Unconfirmed			
214297	5/11/13 20:16	5/11/13 20:00	BFI - The Recyclery	decomposing smell	300 MONTECITO WAY	Unconfirmed			
214300	5/11/13 19:40	5/11/13 19:30	BFI - The Recyclery	strong garbage	2000 SKYLINE DR	Unconfirmed			
214347	5/20/13 10:54	5/20/13 9:30	NONE	compost	1600 STEMEL WAY	Unconfirmed			
214352	5/21/13 7:41	5/21/13 7:30	NONE	sea	1200 NORTH PARK VICTORIA DR	Unconfirmed			
214424	5/31/13 9:18	5/31/13 9:00	NONE	bad	700 HEATH	Unconfirmed			
214425	5/31/13 9:37	5/31/13 9:30	NONE	stinks	1200 NORTH PARK VICTORIA DR	Unconfirmed			at Ranch Rd
Total:	14								

3*

Milpitas Complaints

Received by BAAQMD From 6/01/201 to 6/30/2013

<u>Complaint#</u>	<u>Received</u>	<u>Occured</u>	<u>Alleged Source</u>	<u>Description</u>	<u>General Location</u>	<u>Status</u>	<u>Attributed Site#</u>	<u>Referral</u>	<u>Comments</u>
214436	6/1/13 20:33	6/1/13 20:30	BFI - The Recyclery	dump	700 PACHECO DR	Unconfirmed			
214460	6/5/13 16:13	6/5/13 15:30	International Disposal Corporation of Calif	landfill	800 BERRYESSA ST	Unconfirmed			
214475	6/8/13 0:41	6/7/13 18:30	BFI - The Recyclery	garbage	200 SUMMERWIND DR	Unconfirmed			
214497	6/11/13 20:47	6/11/13 19:30	Acme Fill Corporation	garbage	400 MARYLAND DR	Pending			
214514	6/13/13 10:45	6/13/13 10:20	NONE	garbage & poop	2000 FIRETHORN CT	Unconfirmed			
214544	6/17/13 18:05	6/17/13 17:30	NONE	rotting garbage	1700 WILMONT DR	Unconfirmed			
214593	6/25/13 19:40	6/25/13 19:40	landfill	pungent garbage	4000 GINGERWOOD DR	Unconfirmed			smelling for the last 2 days
214594	6/25/13 19:46	6/25/13 19:30	landfill	pungent garbage	2000 SKYLINE DR	Unconfirmed			
214618	6/28/13 23:01	6/28/13 22:30	BFI - The Recyclery	garbage/compost	100 BEAUMERE WAY	Unconfirmed			
214619	6/29/13 11:13	6/29/13 7:00	BFI - The Recyclery	very pungent	100 BERYLWOOD LN	Unconfirmed			
214620	6/29/13 11:10	6/29/13 10:00	BFI - The Recyclery	compost	2100 CONWAY ST	Unconfirmed			rotting food and green waste
214621	6/28/13 20:56	6/28/13 20:35	BFI - The Recyclery	none given	1100 KOVANDA WAY	Unconfirmed			
214622	6/29/13 10:18	6/29/13 10:18	BFI - The Recyclery		1100 KOVANDA WAY	Unconfirmed			
214627	6/30/13 20:40	6/30/13 20:30	BFI - The Recyclery	bad garbage	1700 YOSEMITE DR	Unconfirmed			
Total:	14								



BAAQMD Odor Complaint Locations (May 20 - July 21, 2013)

Unlisted · 0 views
Created on Jul 16 · By · Updated 3 days ago

 1600 Stemel Way
Milpitas, CA 95035



JUL 23 2013

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

*4

RECEIVED

PROVIDE COMPLETE INFORMATION (in black ink)

Emergency Prep. Com. COMMISSION APPLYING FOR ↑

Mr.

Mrs./Ms.

EVELYN

QUEDADO

CHUA

Name: First Middle Last

Address: Number Street (apt. # if needed), Milpitas CA 95035

408-946-7076

CHUA4EVELYN@YAHOO.COM

Telephone Number(s) e-mail address

SILICON VALLEY BANK

408-654-5074

Present Employer Business Telephone

3033 TASMAN AVENUE, SANTA CLARA, 95054 OPERATIONS ANALYST

Address Occupation

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

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

Table with 4 columns: College, Professional, Vocational, or other schools attended; Major Subject; Date; Degree. Rows include FAR EASTERN UNIVERSITY, MANILA, PHIL. (B.S. MEDICAL TECH, 1968) and GOLDEN GATE UNIVERSITY, S.F., CA (HUMAN RESOURCES, 2009).

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).

Table with 3 columns: Date; Name of Organization or Branch of Military; Officer / Member. Rows include 1996 - CITY OF MILPITAS, COMMUNITY ADVISORY COMMISSION (MEMBER) and 2001 - " " " , PLANNING COMMISSION (MEMBER).

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

TRUENO BELIEVE IN SERVING THE COMMUNITY AND HAVE A PROVEN TRACK RECORD OF DOING SO. HIGHLY SKILLED IN PROJECT MANAGEMENT, CLIENT CARE AND PROCESS IMPROVEMENT. EXCEPTIONAL AND EFFECTIVE CONTRIBUTOR AND A CENTERED LEADER. READY TO SERVE.

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.

Signature

7-19-13

Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD Mail, fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov) or drop off your completed application to City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

City Clerk's Office

JUL 16 2013

RECEIVED
Emergency Preparedness Comm.
COMMISSION APPLYING FOR ↑

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.
 Mrs./Ms.

NASIR

LALANI

Name: First Middle Last

Address: Number Street (apt. # if needed), Milpitas CA 95035

Telephone Number(s) *408-802-9446* e-mail address *nasir.lalani@gmail.com*

Present Employer *Self Employed* Business Telephone *408-802-9446*

Address *Same as above* Occupation

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
<i>B.S. Engineering</i>	<i>Hardware, Software</i>		<i>B.S.</i>
<i>Network management</i>	<i>Routing, design</i>		<i>Management</i>

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).

Date	Name of Organization or Branch of Military	Officer / Member
	<i>See attachment</i>	

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

Aga Khan Foundation - Volunteer
Terrace Garden - Board of Directors
CASA - Santa Clara

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.

Nasir Lalani
Signature

7-15-2013
Date

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

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Mail, fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov) or drop off your completed application to
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035

ALTERNATE MEMBER FOR EMERGENCY PREPAREDNESS COMMISSION

OBJECTIVE

Seeking to serve as an alternate member for Emergency Preparedness Commission for Milpitas.

I have lived in Milpitas for more than 25 years, and find this community is the diverse and multicultural community and it is the best place to work, live, and raise the family. I would like to give back to my community my expertise, skills, time, and energy and my knowledge.

SUMMARY OF ACCOMPLISHMENTS

- As a certified Child Advocate for Santa Clara County, I have worked with neglected and abused children.
- A volunteer for Aga Khan Foundation USA served the community in managing Outreach programs for the AKF Walk for last more than 5 years.
- Serving for photographic needs for Fremont Senior Center and India Culture Community (ICC-Milpitas)
- As a professional at Cisco Systems, accelerated schedule 10-15% for hardware programs and 5-8% for software programs by negotiating early software regression & hardware - Electronic Design Verification testing.
- Improved test automation and increased test efficiency.
- Successfully tracking metrics and improvement plans for product development phase and in production. Excellent communication skills in front of management for Ops & Design reviews etc.
- Managed team of 15 engineers, instilled new energy and infrastructure culture
- Fifteen plus years of experience at **Cisco Systems** as a Program Manager and Design Test Manager with emphasis on global deployment of projects and processes. Leading 50+ projects from concept commit to successful launch.

EDUCATION:

- **Network Management** - University of Berkeley, CA
- **Bachelor of Science in Electrical Engineering** - University of Pune (India)
- **Associated Program Management – George Washington University**
- **PMP Certification** - George Washington University (In progress)

PROFESSIONAL EXPERIENCE

Terrace Garden Director

Present – 2012

- Overseeing the small scale projects
- Specific to Budgeting, and finance

Work Force Logic, Inc. Senior Staff Engineer

2010 – 2012

- Improved reliability of new product in engineering team

- Balanced resource planning, documentation and defects tracking by working closely with the design teams.

OTHER RELEVANT EXPERIENCE:

Staff Engineer (Cisco Systems)

1992 – 1996

- Carried out reliability demonstration tests of new products and laid out processes to perform tests for design engineering.
- Authored and implemented test standards following the Mil-Handbook guidelines for networking products.
- Lead internal ISO 9000 auditor for production and development engineering groups.
- Designed and analyzed engineering experiments and evaluated prototypes.
- Initiated customer surveys for new products and prepared survey analysis for Management to improve plans for hardware design.
- Reviewed vendor qualifications and studied manufacturing component failures in the field.

JUL 23 2013

CITY OF MILPITAS COMMISSION/COMMITTEE APPLICATION

RECEIVED

PROVIDE COMPLETE INFORMATION (in black ink)

Recycling + Source Red. COMMISSION APPLYING FOR ↑ ADVISORY COM.

Mr.

Mrs./Ms.

CONRAD

ESGUERRA

CHUA

Name: First Middle Last

Address: Number Street (apt. # if needed), Milpitas CA 95035

408-946-7076

CHUA CONRAD @ YAHOO.COM

Telephone Number(s) e-mail address

RETIRED

N/A

Present Employer Business Telephone

N/A

N/A

Address Occupation

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

Table with 4 columns: College, Professional, Vocational, or other schools attended; Major Subject; Date; Degree. Row 1: MAPUA INSTITUTE OF TECHNOLOGY, MECHANICAL ENGINEERING, 1968, A.S. M.E.

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).

Table with 3 columns: Date; Name of Organization or Branch of Military; Officer / Member. Row 1: 2002, AARP, MEMBER. Row 2: 2012-13, MILPITAS COVENTRY HOME OWNERS ASSOCIATION, BOARD PRESIDENT.

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

TRUE ADVOCATE IN SAVING THE ENVIRONMENT, PRACTICES AND ENCOURAGES OTHERS TO DO THE SAME. RECYCLING TO ME IS A GREAT TOOL IN SAVING NATURAL RESOURCES FOR THE FUTURE GENERATION.

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.

Signature

Date 7/19/13

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.

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JUN 20 2013

**CITY OF MILPITAS
COMMISSION/COMMITTEE APPLICATION**

RECEIVED

*SAC (Senior Advisory
COMMISSION APPLYING FOR ↑
Commission)*

PROVIDE COMPLETE INFORMATION (in black ink)

Mr.

Mrs./Ms.

Name: Jae First Kuk Middle Wi Last

Address: _____ Street (apt. # if needed), Milpitas CA 95035

Telephone Number(s) (408) 310-7410 e-mail address wijaekuk@yahoo.com

Present Employer Eudemonia Medical Service Business Telephone (408) 641-1004

Address 1851 McCarthy Blvd #115 Milpitas CA 95035 Occupation Medical Doctor

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

College, Professional, Vocational, or other schools attended	Major Subject	Date	Degree
University of Southern California	Pharmacology & Nutrition	Dec 1976	Ph.D.
Yonsei University School of Medicine	Medicine	Feb 1987	M.D.

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).

Date	Name of Organization or Branch of Military	Officer / Member
7/2012 - Present	Eudemonia Medical service	President
12/2011 - Present	Korean language and Culture Foundation	Chairperson

I am a Member of Senior Center.

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

I HAVE studied, researched and worked at the health organizations, and I believed all kinds of my experience at the medical field and non-profit organizations will be asset to City of Milpitas.

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.

Wi Jae Kuk
Signature

6/17/2013
Date

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

NOTE: ALL COMMISSION APPLICATIONS ARE PUBLIC RECORD
Mail, fax (586-3030), e-mail (mlavelle@ci.milpitas.ca.gov) or drop off your completed application to
City Clerk, 455 E. Calaveras Blvd., Milpitas, CA 95035



CITY OF MILPITAS

*6

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, TDD: 586-3013, www.ci.milpitas.ca.gov

Mayor & Council
Milpitas City Council
455 E. Calaveras Blvd.
Milpitas, CA 95035

Mayor Esteves, Council Liaison Montano and Council Members:

As Chairs of the Economic Development and Sister Cities Commissions we recommend a collaboration that will support facilitation of economic development aspects of current and future sister city relationships.

Actively pursuing business interests between Milpitas and its current and potential future sister cities was reviewed at the Sister Cities Commission's April 25 meeting with the participation of Economic Development Commission Chair Peoples. We then decided to discuss this matter further with the EDC at its May 13 meeting.

The outcome of our conversations is that the EDC is best equipped to lead elements involving business interests between Milpitas and its sister cities. We believe a change to the By-laws of the EDC is needed to add this responsibility. The SCC also reviewed its By-laws and Criteria for Sister City Relationships (posted on the SCC webpage). It was determined that the SCC's By-laws accurately reflect the work areas of the commission.

Please contact us should there be any questions.

Sincerely,

Don Peoples, Chair
Economic Development Commission

Dennis Grilli, Chair
Sister Cities Commission

cc: Economic and Sister Cities Commission Members

CITY OF MILPITAS
ECONOMIC DEVELOPMENT COMMISSION

BYLAWS

This Economic Development Commission was established by the Milpitas City Council on February 18, 2003.

Section 1. Purpose

The purpose of the Economic Development Commission is to advise the City Council on business issues and to design, develop, and implement a comprehensive economic development program for the City of Milpitas.

Section 2. Membership

The Economic Development Commission is composed of eleven (11) regular members and two (2) alternate members appointed by the Mayor and approved by the City Council. Commission members and alternates need not be Milpitas residents, but must represent a business located in Milpitas. The Commission shall be comprised of one representative from each of the following organizations and areas:

Chamber of Commerce
Milpitas Unified School District
Technology
Restaurants

Residential Real Estate
Commercial Real Estate
Hotels/Accommodations

And two representatives from each of the following organizations and areas:

Retail Business
Resident

In addition, the City Council may appoint a Council liaison to serve on the Milpitas Economic Development Commission in a non-voting capacity.

Section 3. Term of Office and Removal

The term of office for the Economic Development Commission members will be three years, or until reappointed or a successor is appointed. The term of office for alternates is two years or until reappointed or a successor is appointed. Members and alternates are expected to attend all meetings. When any member or alternate has three or more unexcused absences in a 12-month period, the Commission shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Economic Development Commission may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Members and alternates may apply for reappointment by submitting a letter or email of interest to the Mayor with a copy to the Commission Chair one month prior to the

expiration of his/her term of office. Any member or alternate of the Commission who wishes to resign should submit a letter of resignation or email to the Mayor with a copy to the Commission Chair.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term in the same manner as the original appointment.

Section 5 Officers

A Chair and Vice Chair will be selected annually at the first meeting of the calendar year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions. In the absence of the Chair, the Vice Chair will preside. In the absence of both the Chair and Vice Chair, the member with the longest continuous service on the Commission will preside.

Section 6. Meetings

The Economic Development Commission shall hold regular meetings on the 2nd Monday of each month, at 6:00 p.m. The Commission shall not meet during the months of July and December. All meetings shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission. Special meetings of the Economic Development Commission may be called by a majority of the members, Chair, or City Council. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission will follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

Any five (5) members of the Commission shall constitute a quorum for the transaction of business.

Section 8. Voting and Seating of Alternates

Voting authority is extended to nine regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Commission to be Advisory Only

It is intended that the Economic Development Commission shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel under their jurisdictions.

Section 10. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Economic Development Commission with such information and staff assistance as the Economic Development Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Economic Development Commission and submit such reports as said Economic Development Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council.

Section 11. Amendments

These By-laws and operating procedures may be amended by simple majority of those voting at any legal Economic Development Commission meeting, subject to approval by City Council.

PASSED AND ADOPTED by the Milpitas Economic Development Commission, the 9th day of June, 2003.

PASSED AND ADOPTED by the Milpitas City Council on the 19th day of August, 2003.

PASSED AND ADOPTED by the Milpitas City Council on the 17th day of March, 2009.

CITY OF MILPITAS

SISTER CITIES COMMISSION

BYLAWS

This Sister Cities Commission was established by the Milpitas City Council on May 21, 1996.

Section 1. Purpose

The purpose of the Sister Cities Commission is to serve as an advisory body on matters affecting sister cities relationships, programs and activities. This Sister Cities Commission will also review applications for sister city affiliations and forward recommendations to City Council for the establishment of future agreements. Commissioners are expected to volunteer time to participate in Sister City events and projects outside the regular meetings.

Section 2. Membership

The Milpitas Sister Cities Commission is composed of seven (7) regular members and two (2) alternate members appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents or residents within the boundaries of the Milpitas Unified School District. In addition, the City Council may appoint a Council liaison, a representative from the Milpitas Unified School District Board of Education and/or a student of the Milpitas Unified School District to serve on the Sister Cities Commission in a non-voting capacity.

Section 3. Term of Office and Removal

The term of office for Sister Cities Commission members will be three years, or until reappointed or a successor is appointed. The term of office for alternates is two years or until reappointed or a successor is appointed. Members and alternates are expected to attend all meetings. When any member or alternate has three or more unexcused absences in a 12-month period, the Commission shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Sister Cities Commission may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Members may apply for reappointment by submitting a letter of interest or e-mail to the Mayor with a copy to the Commission Chair one month prior to the expiration of his/her term of office. Any member of the Commission who wishes to resign should submit a letter of resignation to the Mayor with a copy to the Commission Chair.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term in the same manner as the original appointment.

Section 5 Officers

A Chair and Vice Chair will be selected annually at the first meeting of the year from the appointed members for a term of one year. The Chair will call for meetings and preside over all sessions. In the absence of the Chair, the Vice Chair will preside. In the absence of both the Chair and Vice Chair, the member with longest continuous service on the Commission will preside.

Section 6. Meetings

The Sister Cities Commission shall hold regular meetings on the fourth Thursday of each month, at 6:00 p.m. All meetings shall be open to the public. Should a regularly scheduled meeting occur on a holiday, said meeting will be held on the third Thursday of the month or on a date agreed upon by a majority of the Commission. Special meetings of the Milpitas Sister Cities Commission may be called by a majority of the members, Chair, or City Council. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission will follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

Any four (4) members shall constitute a quorum for the transaction of business.

Section 8. Voting and Seating of Alternates

Voting authority is extended to seven (7) regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Commission to be Advisory Only

It is intended that the Milpitas Sister Cities Commission shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council of the administrative staff of the City in their supervision or authority over property or personnel which are under their jurisdiction.

Commissioners are also expected to actively participate in Sister City events and projects in addition to attending the regular meetings. When considering reappointments of Commission members, the City Council may review the member's service record on Commission activities and projects. At a minimum, Commissioners' should annually work on and attend at least two Sister City events and actively serve on at least one subcommittee.

Section 10. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Sister Cities Commission with such information and staff assistance as the Milpitas Sister Cities Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Sister Cities Commission and submit such reports as said Sister Cities Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council.

Section 11. Amendments

These by-laws and operating procedures may be amended by simple majority of those voting at any legal Sister Cities Commission meeting, subject to approval by City Council.

PASSED AND ADOPTED by the Milpitas City Council on the 18th day of June, 2013.

**CITY OF MILPITAS
LIBRARY ADVISORY COMMISSION**

BYLAWS

This Library Advisory Commission was established by the Milpitas City Council on January 17, 1961.

Section 1. Purpose

The purpose of the Library Advisory Commission is to serve as an advisory body to the City Council on matters concerning the Milpitas Library.

Section 2. Membership

The Library Advisory Commission is composed of seven (7) members and two (2) alternates appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents or residents within the boundaries of the Milpitas Unified School District. In addition, the City Council may appoint a Council liaison to serve on the Library Advisory Commission in a non-voting capacity.

Section 3. Term of Office and Removal

The term of office for Library Advisory Commission members and alternates is two years, or until reappointed or a successor is appointed. Members and alternates are expected to attend all meetings. When any member or alternate has three or more unexcused absences in a 12-month period, the Commission shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Library Advisory Commission may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Members may apply for reappointment by submitting a letter of interest or email to the Mayor with a copy to the Commission Chair one month prior to the expiration of his/her term of office. Any member of the Commission who wishes to resign should submit a letter of resignation or email to the Mayor with a copy to the Commission Chair.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term in the same manner as the original appointment.

Section 5. Officers

A Chair and Vice Chair will be selected at the first meeting of the calendar year from the appointed members for a term of one year. ~~A Chair or Vice Chair may only serve up to two consecutive terms. There shall be a lapse period of a least one term before the same commissioner can be elected to the same position.~~ The Chair will call for meetings and preside over all sessions. In the absence of the Chair, the Vice Chair will preside. In the absence of both the Chair and Vice Chair, the member with the longest continuous service on the Commission will preside.

Deleted: two
Deleted: s

Section 6. Meetings

The Library Advisory Commission shall hold regular meetings on the ~~2nd Monday at 7:00 p.m. in January and on the 3rd Monday at 7:00 p.m. in March, May, September and November of each calendar year.~~ All meetings shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission. Special meetings of the Library Advisory Commission may be called by a majority of the members, Chair, or City Council. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission will follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Deleted: on alternate months beginning in January

Section 7. Quorum

Any four (4) members of the Commission shall constitute a quorum for the transaction of business.

Section 8. Voting

Voting authority is extended to seven (7) regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Committee to be Advisory Only

It is intended that the Commission shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel under their jurisdiction.

Section 10. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Library Advisory Commission with such information and staff assistance as the Library Advisory Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Library Advisory Commission and submit such reports as said Library Advisory Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council.

Section 11. Amendments

These Bylaws and operating procedures may be amended by simple majority of those voting at any legal Library Advisory Commission meeting, subject to approval by the City Council.

PASSED AND ADOPTED by the Library Advisory Commission, the 28th day of January, 2002.

PASSED AND ADOPTED by the Milpitas City Council on the 19th day of August, 2003.

PASSED AND ADOPTED by the Milpitas City Council on the 2nd day of June, 2009.

PASSED AND ADOPTED by the Milpitas City Council on the 6th day of August, 2013.

**CITY OF MILPITAS
LIBRARY ADVISORY COMMISSION**

BYLAWS

This Library Advisory Commission was established by the Milpitas City Council on January 17, 1961.

Section 1. Purpose

The purpose of the Library Advisory Commission is to serve as an advisory body to the City Council on matters concerning the Milpitas Library.

Section 2. Membership

The Library Advisory Commission is composed of seven (7) members and two (2) alternates appointed by the Mayor and approved by the City Council. All members and alternates shall be Milpitas residents or residents within the boundaries of the Milpitas Unified School District. In addition, the City Council may appoint a Council liaison to serve on the Library Advisory Commission in a non-voting capacity.

Section 3. Term of Office and Removal

The term of office for Library Advisory Commission members and alternates is two years, or until reappointed or a successor is appointed. Members and alternates are expected to attend all meetings. When any member or alternate has three or more unexcused absences in a 12-month period, the Commission shall forward this information to the City Council for review and possible removal of the member or alternate from the Commission. Any member or alternate of the Library Advisory Commission may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Members may apply for reappointment by submitting a letter of interest or email to the Mayor with a copy to the Commission Chair one month prior to the expiration of his/her term of office. Any member of the Commission who wishes to resign should submit a letter of resignation or email to the Mayor with a copy to the Commission Chair.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term in the same manner as the original appointment.

Section 5. Officers

A Chair and Vice Chair will be selected at the first meeting of the calendar year from the appointed members for a term of one year. A Chair or Vice Chair may only serve up to two consecutive terms. There shall be a lapse period of at least one term before the same commissioner can be elected to the same position. The Chair will call for meetings and preside over all sessions. In the absence of the Chair, the Vice Chair will preside. In the absence of both the Chair and Vice Chair, the member with the longest continuous service on the Commission will preside.

Library Advisory Commission By Laws

Section 6. Meetings

The Library Advisory Commission shall hold regular meetings on the 2nd Monday at 7:00 p.m. in January and on the 3rd Monday at 7:00 p.m. in March, May, September and November of each calendar year. All meetings shall be open to the public. Should a scheduled meeting occur on a holiday, said meeting will be deferred to the same day of the following week or to a date agreed upon by a majority of the Commission. Special meetings of the Library Advisory Commission may be called by a majority of the members, Chair, or City Council. Notice of any special meeting shall be given as required by law. Except as otherwise provided by these Bylaws, the Commission will follow the latest edition of Robert's Rules of Order for the orderly conduct of meetings.

Section 7. Quorum

Any four (4) members of the Commission shall constitute a quorum for the transaction of business.

Section 8. Voting

Voting authority is extended to seven (7) regular members. An alternate member shall vote only if seated in the absence of a regular member. In the event that a regular member is absent, alternate members shall be seated in order of their alternate position. If a member arrives after an alternate has been seated, the alternate shall remain as the voting member until the end of the meeting.

Section 9. Duties of Committee to be Advisory Only

It is intended that the Commission shall be an advisory body to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel under their jurisdiction.

Section 10. Assistance of Staff

The City Manager of the City of Milpitas shall provide the Library Advisory Commission with such information and staff assistance as the Library Advisory Commission may from time to time request subject to the limitations imposed by the City Council. The staff member designated by the City Manager shall attend meetings of the Library Advisory Commission and submit such reports as said Library Advisory Commission may request and as deemed necessary or desirable, subject to limitations imposed by the City Council.

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July 18, 2013

Tom Williams, City Manager
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Dear Tom:

The International BBQ & Festival Committee and the Board of Directors of the Milpitas Chamber of Commerce are submitting for approval the attached Special Event Permit for the 2013 International BBQ & Festival.

This is the first, of what we hope will become an annual event. The event is scheduled for Saturday, September 28 and Sunday, September 29, 2013. Hours: 10:00am-6:00pm each day. The event will be located on South Milpitas Boulevard between Los Coches and Turquoise Streets. The features will be a "friendly" BBQ cook-off for those that wish to participate, with "professional" BBQers featured on Saturday, and "backyard" BBQers featured on Sunday. Also featured will be arts and crafts, food, refreshments, kids play area, and entertainment for the entire family.

The Chamber is requesting the following from the City Council:

1. To form a partnership with the City of Milpitas, which would give all of Silicon Valley a Milpitas community event featuring Milpitas businesses and an event which will unite our general community in fun and camaraderie.
2. We are requesting the City's partnership in the form of:
 - a. Waive all permit fees from the City of Milpitas
 - b. Waive business license fees required for a 2-day event, which would include vendors
 - c. Waive all inspection fees from the City of Milpitas
 - d. Approve placement of temporary signs and banners around the city advertising the event.
 - e. Approve placement of message on City Reader Board
 - f. Request the use of the Mobile Stage for the Community stage and waive the fees associated with the use of the stage
 - g. Provide and place barricades and cones in appropriate closures of streets along with traffic control
 - h. Provide security for the event



3. The Chamber will provide:

- a. All signage which would include the logo of the City of Milpitas
- b. All marketing materials would include the logo of the City of Milpitas
- c. Provide two booth spaces for the City's use
- d. Fund any extraneous expenses for the success of the event not covered by the City
- e. Procure all beverages, entertainment, contestants, vendors, and miscellaneous necessities for the success and safety of the event not covered by the City

We are looking forward to a successful event and a successful branding of this unique festival for years to come. We are also looking forward to a partnership that would benefit our community.

Respectfully,

Carol Kassab, CEO
Milpitas Chamber of Commerce

Enclosures

Project Number:



SPECIAL EVENT / ACTIVITY INFORMATION PACKET & APPLICATION

“Special events and activities” means any temporary event or activity sponsored by a business, shopping center or organization which is held outside the confines of a permanent building.

To apply for a Special Event and Activity, please read the enclosed instructions and then complete this application. Submit your application, including the required attachments, no later than 45 days for a major event or 30 days for a minor event.

For specific references to the Milpitas Municipal Code regarding Special Events and Activities see Section XI-10-13.11

Approvals:

Planning: _____ Date: _____

Fire: _____ Date: _____

Police: _____ Date: _____

Engineering: _____ Date: _____

Building: _____ Date: _____

INSTRUCTIONS

Introduction

A completed application may be filed as early as one year before an event, but must be received no later than 45 days (for a major event) or 30 days (for a minor event) before the actual event.

“Special events and activities” means any temporary event or activity sponsored by a business, shopping center or organization which is held outside the confines of a permanent building.

- A minor event is one that all of the activities, including parking associated with the event are confined to private property.
- A major event is one that in addition to the activities on a private property, has off-site parking, and/or partially or wholly takes place on the public right-of-way, except for activities customarily confined to sidewalks, such as walking or jogging/running.

It is our goal to help the event organizers in planning a safe and successful event that would create minimal impacts on the surrounding neighborhoods.

Procedure: *For first-time events please contact the Planning Division (408) 586-3279 to set up an appointment to review the application process for your event.*

The application process begins when you submit a completed application. The acceptance of this application should in no way be construed as approval of your request. Copies of the application will be sent to affected departments for their review. During the review, you will be notified if any additional information is required to process the application. You will be invited to meet with city staff at a pre-determined meeting called the Development Review Committee (DRC) to discuss the event prior to any approvals. Delays in providing information to city staff often delay the ability of the DRC to finish review and approve the application in a timely manner.

- Events that occur between one and three days can be reviewed by staff.
- Events that occur more than three days require review by the Planning Commission Subcommittee.
- Any event that has amplified music or live entertainment regardless of duration requires review by the Planning Commission Subcommittee.

QUESTION TO GET STARTED

- **Will the event be held exclusively on private property? If so, you will need to have the property owner sign the application for use of the site.**

This event will not require off site parking, or the use of public right-of-way (except running/jogging events).

Yes No

If you answered yes to the question above, your event is considered a "Minor" event. All other events are considered "Major".

SECTION 1: CONTACT INFORMATION AND AUTHORIZATION

Please complete all of the following:

Event Title: International BBQ and Festival

Event Location (address): Corner of Los Coches & Milpitas Blvd.

Applicant name: Milpitas Chamber of Commerce

Organization: Carol Kassab

E-mail: ckassab@milpitaschamber.com Phone: 408-262-2613

Mailing Address: 828 N. Hillview Dr.

Milpitas 95035
City ZIP

Day of event contact (if different from applicant completing and submitting the form): _____ Phone: 408-640-7351

Except as to the sole negligence or willful miscount of the city, the applicant/permittee shall defend indemnify and hold the city, and its officers, employees and agents harmless from any loss, damage, claim for damage, liability, expense, or cost, including attorneys' fees, which arise out of or is in any way connected with the special event or activity authorized herein. By signing this application, the applicant acknowledges that they may be billed for any unanticipated costs for city services arising from the event as a result of changes to the event or inaccurate application information.

Carol Kassab *Carol Kassab* 7-18-13
Printed Name & Signature Date

Printed Name of Property owner or authorized agent for owner & signature Date

SECTION 2: EVENT INFORMATION

Please complete all of the following:

Setup/Preparation Date: 9/27/13
 Event starts Date: 9/28/13 Time: 10:00 AM
 Event ends Date: 9/29/13 Time: 6:00 PM
 Dismantle/Tear down Date: 9/29/13
 Anticipated attendance: Total: 10,000 Per day: 5,000

Street closures

Will this event require any city streets to be closed? Yes No
If yes, specify which streets or cross streets and include a route site map.

Food

If your event will have food preparations please specify cooking method:

Gas Electric
Charcoal Other (specify): Wood for Smokers

A permit may be required from the Santa Clara County Department of Public Health at (408) 918-3400.

Portable restrooms

A minimum of one (1) accessible toilet for persons with disabilities is required when multiple toilets are set side by side. If each toilet is scattered throughout the site, then each toilet must be accessible. Exceptions may be considered by the Building Department.

Lighting and sound

Will you be using any amplified sound (i.e. public address system)? Yes No

Will this event use any temporary lighting? Yes No
If yes, please describe:

Extra lighting provided for each performance stage.

EVENT NARRATIVE**Project Description**

Briefly provide a description of your event, including activities, timeline and sequence of events:

Dates: September 28 and 29 (Saturday/Sunday)

The International BBQ & Festival will be a fun event featuring two days of BBQ contest (not sanctioned), with artisans, kid play area, food courts, business booths, and the sale of beer, wine, soda and water.

Set up would be the night before, Friday, September 27 with street closure and marking and setting up tents, stages, etc.

Event begins each day at 10am and closes at 6pm.

BBQ contest for voting and tasting will be from noon to 5pm.

Parking

Describe where event participants are expected to park their vehicles:

We are getting permission from Flextronics to use their parking lot for the Artisan's RV parking as well as parking for other volunteers

Security Plan

Describe your security plan, including crowd control:

Include the security company name, contact information and the amount of security personnel.

No security company has been approached yet. We have proposed to the City of Milpitas, a partnership, which would include security for the event. Our intent is for security to be performed after hours, which would include Friday night after set up is completed (9pm Friday-8am Sunday)

Americans with Disabilities (ADA) compliance

Describe how your event will be accessible to people with disabilities (*such as parking, restrooms and accessible path of travel to all event functions*):

Portalets for handicap will be provided in an area to be determined.

Easy access from Los Coches and Turquoise. The entire event is in the street.

Recyclables and garbage handling

Describe your plan for cleanup and removal of recyclable goods and garbage during and after your event:

Dumpsters will be provided by Republic Services for garbage dumping.

We intend to engage a conservation group to provide and take care of recyclable bins throughout the event.

SECTION 3: SITE MAP CHECKLIST: City staff is available to help you through this process.

Provide a site plan/route map for your event on a separate sheet. **Provide six copies of this site plan/map (11" x 17" min size).** The map should include the following information:

- An outline of the event site, including the names of the streets or areas that are a part of the venue and surrounding area. If the event includes a moving route of any kind (such as a parade), indicate the direction of travel, including the starting location and ending destination. Include north arrow.
- Any street or lane closures.
- The locations of fencing, barriers or barricades. Include any removable fencing for emergency access. (include height of barriers)
- The location of first-aid facilities
- The location of all stages, platforms, booths, cooking areas, trash containers, tents/canopies, etc. (Include dimensions, such as height and length)
- The location of any food booths and cooking area configuration including all vendors cooking with flammable gases or barbeque grills. (Include dimensions, such as height and length)
- Generator locations and/or source of electricity
- Placement of vehicles or trailers used for the event (include dimensions)
- Anticipated parking locations and number of parking. Show that parking is available for persons with disabilities. These parking spaces shall be dispersed and located closest to the accessible entrances *to the event*. One in every eight accessible parking spaces, but not less than one accessible parking space shall be Van accessible.
- Placement of promotional signs or banners
- Placement of portable toilets/rest room facilities (label accessible or non-accessible for people with disabilities)
- Exit locations for outdoor events that have fences
- Location of all other event activities
- Location of temporary lighting
- Location of temporary speakers

- Fire truck access to existing building/structures shall remain clear and unobstructed (20 feet min).
- Fire truck access shall be maintained to the proposed event.
- Show that Fire equipment and appliances (hydrants, fire department connection valve, etc) shall remain clear and unobstructed (25 feet min.).
- Show and identify the proposed method of separation between event area and vehicle traffic (20 feet min.).
- Show that the location of tables, booths and other equipment are not obstructing parking for persons with disabilities and indicate an accessible path of travel from these parking stalls to main entrance to the building and facilities.
- If any amusement structures are proposed, show how the structure can accommodate those with disabilities.
- For major events, provide a traffic handling plan (see sample).
- Show solid waste collection area.

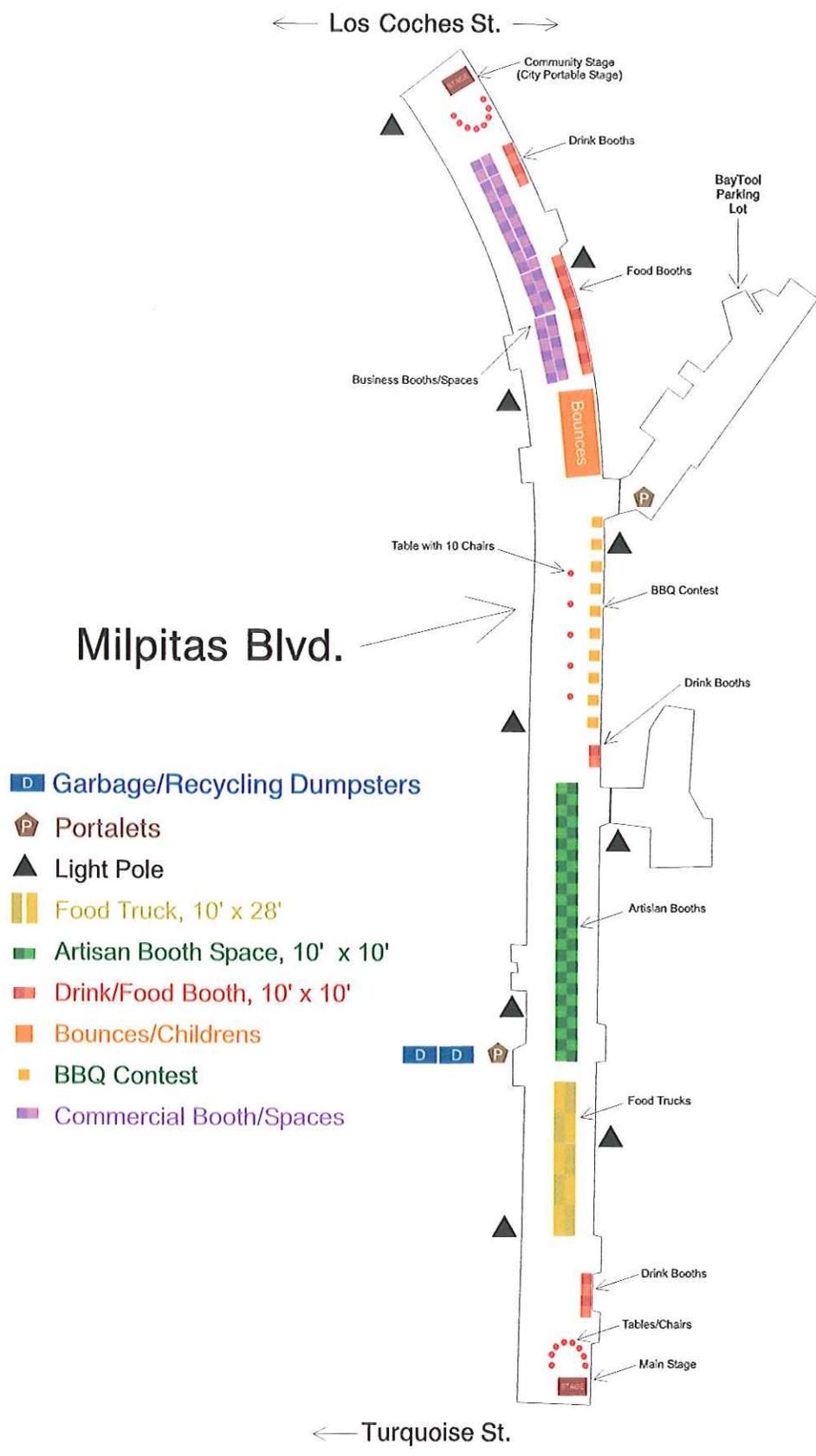
SECTION 4: INSURANCE INFORMATION

A public liability and property damage insurance policy issued by an insurance company authorized to do business in California, naming the City of Milpitas, its officers, agents and employees as co-insured may be required. Depending on the scope of the event, a minimum of \$1 million or more may be required.

Insurance application submitted for bid.

Int'l BBQ & Festival Overall Layout

Revised 07/18/2013



POLICE						
DATE	DAY	DESCRIPTION	STAFF	HOUR(S)	RATE	COST
9/27/2013	Friday	Assist Public Works staff with road closures	1	2	67	\$ 134.00
9/27/2013	Friday	Supervise explorers and citizen volunteers during overnight security	1	8	67	\$ 536.00
9/28/2013	Saturday	General security during the event	2	10	67	\$ 1,340.00
9/28/2013	Saturday	Supervise explorers and citizen volunteers during overnight security	1	10	67	\$ 670.00
9/29/2013	Sunday	General security during the event	2	10	67	\$ 1,340.00
9/29/2013	Sunday	Assist Public Works staff with road openings	1	2	67	\$ 134.00
		Total				\$ 4,154.00
FIRE - Emergency Response Division						
DATE	DAY	DESCRIPTION	STAFF	HOUR(S)	RATE	COST
9/28/2013	Saturday	Advance Life Support Fire Rig	3	8	175	\$ 1,400.00
9/29/2013	Sunday	Advance Life Support Fire Rig	3	8	175	\$ 1,400.00
		Total				\$ 2,800.00
FIRE - Fire Prevention Bureau						
DATE	DAY	DESCRIPTION	STAFF	HOUR(S)	RATE	COST
9/26/2013	Friday	After Hours Inspections	1			\$ 738.00
		Temporary Fire Assembly Permit				\$ 1,312.00
		Fire Dept. Automation Fee				\$ 6.77
		Archive Fee				\$ 25.00
		Total				\$ 2,081.77
PUBLIC WORKS						
DATE	DAY	DESCRIPTION	STAFF	HOUR(S)	RATE	COST
9/27/2013	Friday	Road Closure and Detour Set Up		8	50	\$ 400.00
9/29/2013	Sunday	Road Opening and Removal of Detour Set Up		8	50	\$ 400.00
		Total				\$ 800.00
BUILDING DIVISION						
DATE	DAY	DESCRIPTION	STAFF	UNIT	RATE	COST
		Electrical Permit		10	\$182.43 + \$55.30 per additional unit	\$ 514.23
		Total				\$ 514.23
PLANNING DIVISION						
DATE	DAY	DESCRIPTION	STAFF	HOUR(S)	RATE	COST
		Special Event Permit				\$ 250.00
		Total				\$ 250.00
RECREATION SERVICES						
DATE	DAY	DESCRIPTION	STAFF	HOUR(S)	RATE	COST
		Rental Deposit for Mobile Stage				\$ 1,000.00
		Rental Fee per day		48	350 per day	\$ 700.00
9/26/2013	Friday	Set Up	1	2.5	30	\$ 75.00
9/29/2013	Sunday	Tear Down	1	2.5	30	\$ 75.00
		Tranportation and towing		2	125	\$ 250.00
		Total				\$ 1,850.00

Total Fees and Labor Charges	\$ 12,450.00
Total Overtime Staff Cost (Non-Deductible)	\$ 4,488.00
Actual Amount of Fees that can be Waived	\$ 7,962.00
Total Amount Exceeding Maximum Limit	\$ 6,462.00

City of Milpitas
Donation or Fee Waiver/Reduction Request Application Form
for Non-Profit Organizations

City Clerk's Office
***10**
JUL 23 2013
RECEIVED

Complete this form and return it to Milpitas City Clerk

Please provide a copy of the IRS tax-exempt letter with the application.

Name of Organization: BAPS CHARITIES - 501(C)(3)

Is there a Milpitas branch or affiliation? YES

Mailing Address: BAPS Shri Swaminarayan Mandir
1430 CALIFORNIA CIRCLE, MILPITAS, CA 95025

Contact Person: ASHISH BRAHMBHATT Telephone No. 408 726 5148

Email Address: ashkin@yahoo.com

What is your request? Donation Amount Requested \$ 500 OR

Fee Requested to be waived (type and \$ amount) _____

Event date(s): JULY 20, 2013

What is the purpose of the event? WALKATHON to support Milpitas Unified School District and American Heart Association

How will the Milpitas community benefit from this event? This event donated \$2000 to Milpitas Unified School District - family literacy project.

Over 400 participants from BAY AREA come to event and visited Milpitas local business.
What % of the fund raising proceeds will benefit Milpitas community? Greater than 50%.

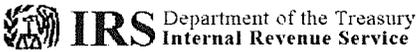
How will the City's contribution (if granted) be recognized in any publicity? In BAPS charities Newsletter and annual gathering at Milpitas location.

Within 60 days after completion of the event for which a donation was received or a fee waiver/reduction was granted by the City of Milpitas, your organization will provide a written report to the City Clerk to include at minimum: number of participants, copies of all publicity of the event, any benefit to the community, amount of funds raised and an accounting of how the proceeds of the event will be dispersed.

Signature of Officer: Asrabhatt

Date: 7/23/2013

Print Name & Title: ASHISH BRAHMBHATT, OUTREACH ADMIN, BAPS CHARITIES, MILPITAS.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
Feb. 22, 2011 LTR 4168C E0
26-1530694 000000 00

00016350
BODC: TE

BAPS CHARITIES INC
% CORPORATE AFFAIRS DEPARTMENT
81 SUTTONS LN
PISCATAWAY NJ 08854-5723



015307

Employer Identification Number: 26-1530694
Person to Contact: Ms. Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 10, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 2009.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248323016
Feb. 22, 2011 LTR 4168C E0
26-1530694 000000 00
00016351

BAPS CHARITIES INC
% CORPORATE AFFAIRS DEPARTMENT
81 SUTTONS LN
PISCATAWAY NJ 08854-5723

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I



Business Sponsorship Packet

16th Annual BAPS Charities Walkathon

Why We Do It:

For the past 15 years, the annual BAPS Charities Walkathon has attracted many participants in support of worthy beneficiaries. This family event combines the spirit of community service with a day filled with activities and excitement. To continue making this event successful, we need your help! We are asking companies and corporations such as yours to support us in this noble endeavor. To better acquaint you with BAPS Charities and the Walkathon, we have enclosed a brochure or you can visit our website at www.bapscharities.org.

Where Will It Be?

Venue: Cardoza Park, Milpitas, CA

Date: Saturday, July 20th, 2013

Time: 9:00 AM – 2:00 PM

Who We Help:

As part of our efforts to contribute back to our community, proceeds of the Walkathon will benefit.....

American Heart Association

**American
Heart
Association**

Milpitas Unified School District





Who We Are:

BAPS Charities is a 501(c)(3) registered nonprofit international public charity committed to serving the world by caring for individuals, families and communities. Among social service charities, BAPS Charities is a respected and trusted name. It has amassed over 50 years of firsthand experience in initiating, managing and sustaining over 160 humanitarian activities throughout the world in such diverse fields as: Medical Services, Educational Services, Environmental Services, Community Services, Tribal Services and Disaster Relief Services.

Past Walkathon:



Walkathon 2011



Walkathon 2012



Presentation of check to American Diabetes Association – Walk 2011



Presentation of Check to South Asian Heart Center – Walk 2012



Past Sponsors:

Platinum financial	Subway	Pavilion Builders
UPS Store	PSM Medical Imaging Specialists	NEW INDIA BAZAR
Ayush Construction Inc	Anthem Mortgage	PNG Jewellers
Torrent Laboratories	Fitness 2000	Flower Addict
Cal Coast Financial	Star Dental	Shreeji Management LLC
Eversmile Dental Care	NextGen	Allianz Life Insurance
Channel Real Estate	ICAN X PLORE	PDDN Inc.
Kumon	Rax Communication	Bhindi Jewelers
Anthem Mortgage	A1 Party Rentals	Haldiram

“Sponsoring such an event let’s people know that my company not only supports BAPS charities but also, my company values align with those of this charitable organization”

Ayush Construction Inc

“I may not get a single new customer from this sponsorship but I know that I will get lasting exposure because people keep these t-shirts for many years. Besides, we are doing this for the needy, I just want to support this cause whole heartedly”

Rax Communications

Past Beneficiaries:

American Cancer Society	Milpitas Unified School District
Children’s hospital of Oakland	American Diabetes Association
South Asian Heart Center	Silicon Valley Education Foundation



Sponsorship Packages

Grand Sponsor \$5000

- Includes the following
 - Displaying a sponsorship banner along Walk Path (10' x 3' max/Banner provided by sponsor)
 - Distribution of sponsor's marketing material with BAPS walkathon T-shirts
 - One Booth/Tent day of Walk, with one table and two chairs (provided by BAPS Charities)
 - Main sponsor logo on Walkathon T-Shirt
 - Recognition of sponsor in Walkathon Opening Ceremony
 - Invitation to participate in Ribbon Cutting Ceremony to start the walk

Gold Sponsor \$1000

- Includes the following
 - Displaying a sponsorship banner along Walk Path (10' x 3' max/Banner provided by sponsor)
 - Sponsor name on Walkathon T-Shirt
 - Recognition of sponsor in Walkathon Opening Ceremony
 - One table and two chairs (provided by BAPS Charities) to display/advertise company products.
 - Invitation to participate in Ribbon Cutting Ceremony to start the walk

Silver Sponsor \$500

- Includes the following
 - Displaying a sponsorship banner along Walk Path (10' x 3' max/Banner **provided by sponsor**)
 - Sponsor name on Walkathon t-shirt

Banner Advertising \$250

- Have your company's name, logo and information displayed on banners at the Walkathon. Banners may be a maximum of 10' x 3' in size, and must be available before the day of the Walk. Sponsor may distribute marketing material, business cards from the shared booth.

NOTE: All Sponsors are given recognition on any promotional/marketing materials printed and/or distributed for BAPS Charities Walk 2012.



I _____ understand and agree upon what is included in the package, which I would like to sponsor for the **BAPS Charities Walkathon 2013**. (Please circle selection, and make check payable to **BAPS Charities**. Sponsorship is tax deductible.)

Company: _____

Signature: _____ Date: _____

Alternate Sponsorship Opportunities

- **In-Kind Sponsorships**
 - ◆ Beverages (i.e. juice, water, etc.)
 - ◆ Prize giveaways (i.e. goodie bags, gift cards etc)

- **Activities Sponsorship**
 - ◆ Sports/Games : We also have a sports day for children where in youth volunteers play creative team building games to ensure that the walk-a-thon is fun for all ages. We have a need for volunteers and equipment
 - ◆ Henna, Face painting



Walkathon 2013

Walk 2013 Event Report

Center	San Jose, CA
Beneficiaries:	American Heart Association Milpitas Unified School District
Beneficiary Website:	www.heart.gov www.musd.org
Walk Date:	July 20, 2013
No. of Walkers	450
Length of walk in Miles	5K
Opinions	<p>Milpitas Mayor Jose Esteves, "Today is another great day because we come together as one family, one big community looking for fun, but at the same time the great part is we all know that we are here for a great cause." He further congratulated BAPS on their efforts, stating, "You are an inspiration and blessing to everyone".</p> <p>Kathy Lincoln, Director of family literacy project, "Volunteering is what joins us together...it rejuvenates us"</p>
Best Practices / Major Achievements / Any idea that motivated our Karyakars, Walkers or Sponsors	<p>Involve satsang network team to own walkathon registration process – It went flawless this year.</p> <p>Youth involvement in stage setup, decoration, transportation logistics – A big help.</p>

Moments:



Mayor Jose Esteves receiving check on Behalf of American Heart Association



Milpitas Unified School District representative receiving check



Dignitaries on the stage during inauguration



Event kick-off

CITY OF MILPITAS
INVESTMENT PORTFOLIO STATUS

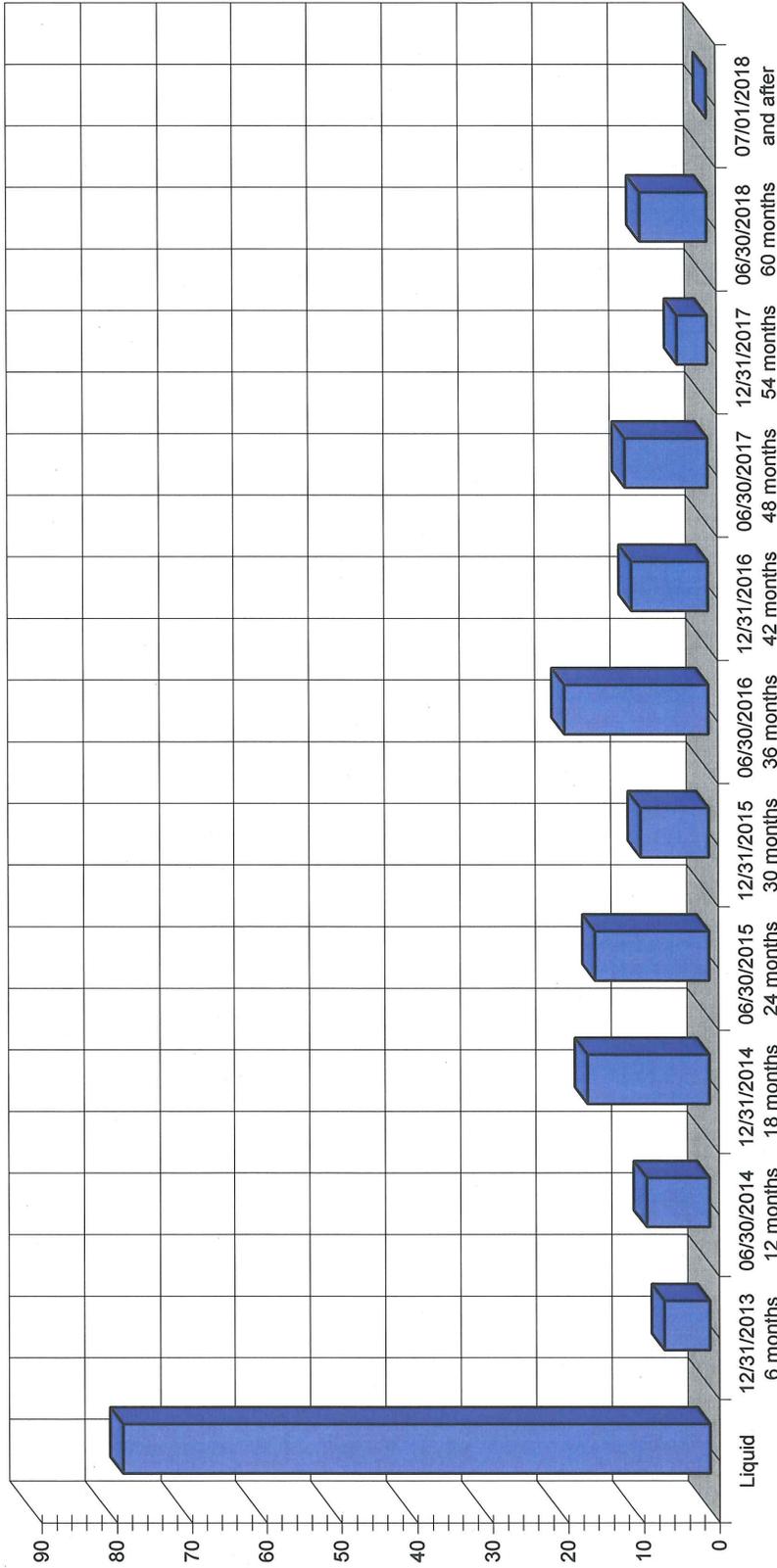
PERCENT OF TOTAL DOLLARS INVESTED AT QUARTER ENDED

TYPE OF SECURITY

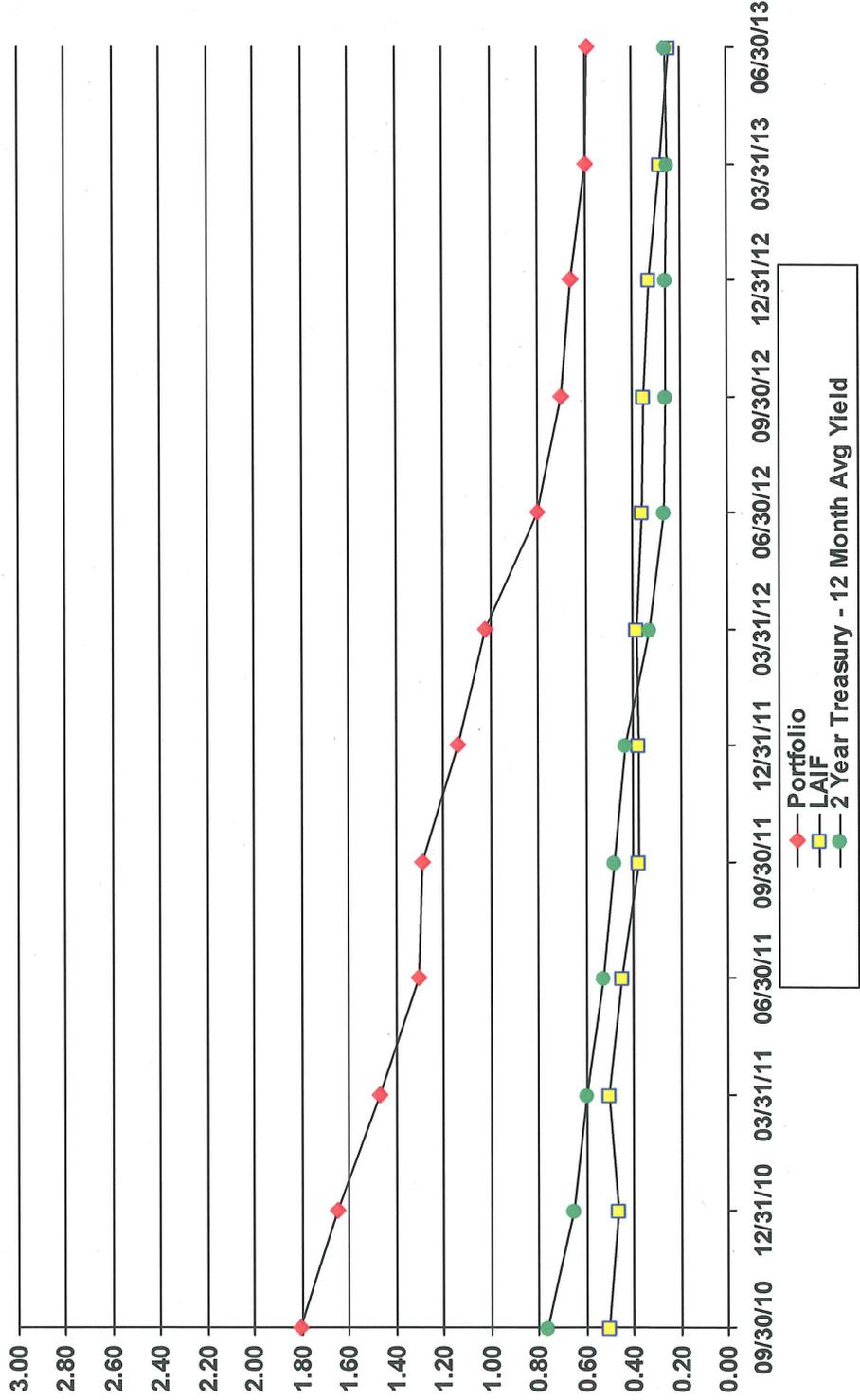
	<u>Jun-13</u>	<u>Mar-13</u>	<u>Dec-12</u>	<u>Sep-12</u>
LAIF & Money Market	42	48	45	49
Corporate Medium Term Notes	11	9	10	6
Treasury Notes / Bills	9	6	6	6
Federal Agency	38	37	39	39
Negotiable CD's	<1	<1	<1	<1
	100	100	100	100

	<u>Jun-13</u>	<u>Mar-13</u>	<u>Dec-12</u>	<u>Sep-12</u>
Market Value	185,579,832	165,520,443	148,727,872	157,334,575
Cost	185,850,904	164,856,114	148,021,946	156,530,708
<u>Days</u>				
Weighted Average Maturity	515	421	427	410
<u>Rates</u>				
Average Yield	0.59%	0.60%	0.66%	0.70%
<u>Benchmarks:</u>				
LAIF	0.24%	0.28%	0.33%	0.35%
2 Year Treasury - (12 Month Average)	0.26%	0.25%	0.26%	0.26%

City of Milpitas Investment Portfolio Maturity by Six Month Intervals as of 06/30/13



City of Milpitas Investment Portfolio Yields Compared to Benchmarks for the Quarters Ended 09/30/10 – 06/30/13



City of Milpitas
Portfolio Management
Portfolio Summary
June 30, 2013

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAI	75,000,000.00	75,020,490.53	75,000,000.00	40.35	1	1	0.241	0.244
Money Market Funds	3,449,621.99	3,449,621.99	3,449,621.99	1.86	1	1	0.010	0.010
Corporate Notes	19,000,000.00	19,064,821.11	19,156,204.86	10.31	1,211	825	1.092	1.107
Federal Agency	71,000,000.00	70,820,753.75	71,027,277.73	38.22	1,329	898	0.854	0.865
Treasury Coupon Securities	16,000,000.00	15,947,568.44	15,943,196.45	8.58	1,265	966	0.713	0.722
GNMA	24,603.10	25,419.56	24,603.10	0.01	7,203	1,359	8.105	8.217
Negotiable CDs -2	1,250,000.00	1,251,156.93	1,250,000.00	0.67	657	417	0.632	0.640
Investments	185,724,225.09	185,579,832.31	185,850,904.13	100.00%	747	515	0.603	0.611

Cash								
Passbook/Checking (not included in yield calculations)	3,514,357.06	3,514,357.06	3,514,357.06		1	1	0.012	0.012
Total Cash and Investments	189,238,582.15	189,094,189.37	189,365,261.19		747	515	0.603	0.611

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	91,169.88	1,076,231.12	1,076,231.12
Average Daily Balance	188,193,171.53	166,695,982.76	
Effective Rate of Return	0.59%	0.65%	

To the best of my knowledge, this report accurately reflects all City and RDA pooled investments and is in conformity with all State laws and the City's investment policy. A copy of the policy is available at the office of the City Clerk. This investment program herein shown provides sufficient cash flow liquidity to meet next six months' estimated expenditures.

7/22/13

Emma C. Karlen, Director of Finance

Reporting period 06/01/2013-06/30/2013

Run Date: 07/17/2013 - 14:43

Portfolio MILP
AC
PM (PRF_PM1) 7.2.5
Report Ver. 7.3.1

City of Milpitas
Portfolio Management
Portfolio Details - Investments
June 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
LAIF												
SYS82000010	82000010	Local Agency Invest. Fd - City			39,500,000.00	39,510,791.68	39,500,000.00	0.244		0.244	1	
SYS97090401	97090401	Local Agency Invest. Fd - MPFA			35,500,000.00	35,509,698.85	35,500,000.00	0.244		0.244	1	
		Subtotal and Average	81,206,666.67		75,000,000.00	75,020,490.53	75,000,000.00			0.244	1	
Money Market Funds												
SYS	12020109	Dreyfus Treasury & Agency Fund			3,449,621.99	3,449,621.99	3,449,621.99	0.010	AAA	0.010	1	
		Subtotal and Average	6,421,065.99		3,449,621.99	3,449,621.99				0.010	1	
Corporate Notes												
36962G4Q4	11050301	General Electric Capital Corp		05/03/2011	2,000,000.00	2,006,420.00	2,001,445.49	1.875	AA+	1.520	77	09/16/2013
594918AF1	11020801	Microsoft Corp		02/08/2011	1,000,000.00	1,001,050.00	999,517.89	0.875	AAA	1.080	88	09/27/2013
961214BR3	12092801	Westpac Banking Corp		09/28/2012	1,000,000.00	1,006,875.00	1,006,288.68	1.850	AA-	0.416	161	12/09/2013
36962G4X9	11010701	General Electric Capital Corp		01/07/2011	1,000,000.00	1,008,740.00	999,683.11	2.100	AA-	2.164	190	01/07/2014
78008TXA7	12021001	Royal Bank of Canada		02/10/2012	1,000,000.00	1,010,640.00	1,010,132.32	1.450	AA-	0.680	486	10/30/2014
36962G5M2	12011001	General Electric Capital Corp		01/10/2012	2,000,000.00	2,039,340.00	2,002,336.24	2.150	AA+	2.070	557	01/09/2015
961214BW2	12100201	Westpac Banking Corp		10/02/2012	1,000,000.00	1,004,240.00	1,002,742.44	1.125	AA-	1.000	816	09/25/2015
06368RJH9	12110601	Bank of Montreal		11/06/2012	1,000,000.00	998,790.00	1,001,643.06	0.800	A+	0.729	858	11/06/2015
822582AU6	12120601	Shell Int'l Finance BV		12/06/2012	1,000,000.00	998,870.00	1,001,635.86	0.625	AA	0.557	886	12/04/2015
38259PAC6	12120602	Google Inc		12/06/2012	1,000,000.00	1,033,437.50	1,041,695.37	2.125	AA	0.660	1,053	05/19/2016
742718DV8	13051302	Proctor & Gamble Co		05/13/2013	1,000,000.00	1,015,954.44	1,031,836.25	1.450	AA-	0.535	1,141	08/15/2016
89233P5E2	13052001	Toyota Motor Credit		05/20/2013	1,000,000.00	1,023,761.11	1,041,002.64	2.000	AA-	0.815	1,172	09/15/2016
88579YAD3	12021401	3M Company		02/14/2012	2,000,000.00	2,018,437.50	2,023,696.72	1.375	AA-	1.000	1,186	09/29/2016
166764AA8	13060501	Chevron Corporation		06/05/2013	1,000,000.00	977,110.00	996,723.44	1.104	AA	1.180	1,618	12/05/2017
037833AJ9	13051301	Apple Inc		05/13/2013	2,000,000.00	1,921,155.56	1,995,845.35	1.000	AA+	1.050	1,767	05/03/2018
		Subtotal and Average	19,026,180.47		19,000,000.00	19,064,821.11	19,156,204.86			1.107	825	
Federal Agency												
31331KAQ3	11020401	Federal Farm Credit Bank		02/04/2011	2,000,000.00	2,010,580.00	1,997,815.21	1.125	AA+	1.320	210	01/27/2014
31331KAH3	11020701	Federal Farm Credit Bank		02/07/2011	2,000,000.00	2,011,980.00	1,997,373.96	1.125	AA+	1.330	241	02/27/2014
3133XWE70	10060101A	Federal Home Loan Bank		06/01/2010	1,600,000.00	1,634,528.00	1,606,221.95	2.500	AA+	2.071	347	06/13/2014
3133XWE70	10060101B	Federal Home Loan Bank		06/01/2010	1,400,000.00	1,430,212.00	1,405,444.21	2.500	AA+	2.071	347	06/13/2014
313371WB8	10112401	Federal Home Loan Bank		11/24/2010	2,000,000.00	2,019,300.00	2,000,000.00	1.150	AA+	1.150	388	07/24/2014
313374RB8	11072801	Federal Home Loan Bank		07/28/2011	2,000,000.00	2,014,520.00	2,000,000.00	1.000	AA+	1.000	392	07/28/2014
313373XN7	11052701	Federal Home Loan Bank		05/27/2011	3,000,000.00	3,032,343.75	3,001,698.63	1.250	AA+	1.200	423	08/28/2014
313379KQ1	12052901	Federal Home Loan Bank		05/29/2012	2,000,000.00	2,003,320.00	2,000,000.00	0.400	AA+	0.400	424	08/29/2014
3135GOCU5	11091201	Federal Nat'l Mortgage Assoc		09/12/2011	2,000,000.00	2,001,660.00	2,000,000.00	0.625	AA+	0.625	438	09/12/2014

Portfolio MILP
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PM (PRF_PMT) 7.2.5

City of Milpitas
Portfolio Management
Portfolio Details - Investments
June 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency												
3134G2YJ5	12021002	Fed Home Loan Mortgage Corp		02/10/2012	1,000,000.00	1,002,780.00	1,000,966.80	0.500	AA+	0.420	445	09/19/2014
31331JQ55	11020402	Federal Farm Credit Bank		02/04/2011	2,000,000.00	2,021,400.00	1,986,232.98	1.150	AA+	1.714	462	10/06/2014
3133EADP0	12021701	Federal Farm Credit Bank		02/17/2012	2,000,000.00	2,001,740.00	2,000,965.81	0.450	AA+	0.440	596	02/17/2015
31335G0H1	12020801	Federal Nat'l. Mortgage Assoc		02/08/2012	2,000,000.00	2,000,220.00	1,997,623.61	0.375	AA+	0.425	623	03/16/2015
3136G0KG5	12060401	Federal Nat'l. Mortgage Assoc		06/04/2012	2,000,000.00	2,002,920.00	2,000,000.00	0.625	AA+	0.625	703	06/04/2015
3134G3CL2	11121601	Fed Home Loan Mortgage Corp		12/16/2011	2,000,000.00	2,006,080.00	2,000,000.00	1.000	AA+	1.000	715	06/16/2015
313379UC1	12062601	Federal Home Loan Bank		06/26/2012	2,000,000.00	2,005,420.00	2,000,000.00	0.550	AA+	0.550	725	06/26/2015
3135G0LN1	12062801	Federal Nat'l. Mortgage Assoc		06/28/2012	2,000,000.00	2,002,660.00	2,000,000.00	0.500	AA+	0.500	731	07/02/2015
3133EADW5	12021702	Federal Farm Credit Bank		02/17/2012	2,000,000.00	1,996,060.00	2,000,000.00	0.550	AA+	0.550	777	08/17/2015
3133EAQV3	12051501	Federal Farm Credit Bank		05/15/2012	2,000,000.00	1,999,620.00	2,000,000.00	0.550	AA+	0.550	806	09/15/2015
3134G3Q45	12102201	Fed Home Loan Mortgage Corp		10/22/2012	1,000,000.00	997,040.00	1,000,000.00	0.520	AA+	0.520	935	01/22/2016
3133ECTC8	13062801	Federal Farm Credit Bank		06/28/2013	2,000,000.00	1,996,500.00	1,997,209.03	0.640	AA+	0.695	941	01/28/2016
313375RN9	12020901	Federal Home Loan Bank		02/09/2012	2,000,000.00	2,019,700.00	2,014,826.77	1.000	AA+	0.720	984	03/11/2016
313375RN9	12062903	Federal Home Loan Bank		06/29/2012	2,000,000.00	2,019,700.00	2,018,603.42	1.000	AA+	0.650	984	03/11/2016
3133EARB6	12062902	Federal Farm Credit Bank		06/29/2012	1,000,000.00	1,001,570.00	1,002,830.84	0.750	AA+	0.650	1,051	05/17/2016
3133EAUH9	12061401	Federal Farm Credit Bank		06/14/2012	3,000,000.00	2,999,850.00	3,000,000.00	0.750	AA+	0.750	1,079	06/14/2016
3133EAVQ8	12062901	Federal Farm Credit Bank		06/29/2012	2,000,000.00	1,987,760.00	2,000,000.00	0.800	AA+	0.800	1,249	12/01/2016
313383FB2	13061901	Federal Home Loan Bank		06/19/2013	2,000,000.00	1,973,500.00	2,000,000.00	0.580	AAA	0.580	1,267	12/19/2016
3136G1E88	13022702	Federal Nat'l. Mortgage Assoc		02/27/2013	1,000,000.00	986,640.00	1,000,000.00	0.750	AA+	0.750	1,337	02/27/2017
3133ECT79	13062701	Federal Farm Credit Bank		06/27/2013	2,000,000.00	1,991,340.00	2,000,000.00	1.000	AA+	1.000	1,339	03/01/2017
3133ECMM3	13042501	Federal Farm Credit Bank		04/25/2013	2,000,000.00	1,956,220.00	2,000,000.00	0.600	AA+	0.600	1,394	04/25/2017
3133ECPA6	13051502	Federal Farm Credit Bank		05/15/2013	2,000,000.00	1,951,740.00	2,000,000.00	0.600	AA+	0.600	1,414	05/15/2017
3134G43S5	13051501	Fed Home Loan Mortgage Corp		05/15/2013	2,000,000.00	1,955,580.00	2,000,000.00	0.650	AAA	0.650	1,414	05/15/2017
3136G0NY3	12062701	Federal Nat'l. Mortgage Assoc		06/27/2012	2,000,000.00	1,975,780.00	2,000,000.00	1.050	AA+	1.050	1,457	06/27/2017
3134G3J68	13053001	Fed Home Loan Mortgage Corp		05/30/2013	2,000,000.00	1,964,820.00	1,999,464.51	0.900	AA+	0.950	1,540	09/18/2017
3136G0L58	12101801	Federal Nat'l. Mortgage Assoc		10/18/2012	1,000,000.00	981,930.00	1,000,000.00	1.000	AA+	1.000	1,570	10/18/2017
3135G0UE1	13021401	Federal Nat'l. Mortgage Assoc		02/14/2013	3,000,000.00	2,921,700.00	3,000,000.00	1.000	AA+	1.000	1,689	02/14/2018
3136G1DG1	13022701	Federal Nat'l. Mortgage Assoc		02/27/2013	2,000,000.00	1,942,040.00	2,000,000.00	1.050	AA+	1.050	1,702	02/27/2018
Subtotal and Average					71,000,000.00	70,820,753.75	71,027,277.73			0.865	898	
Treasury Coupon Securities												
912828PL8	10122801	United States Treasury Note		12/28/2010	2,000,000.00	2,005,860.00	1,996,675.03	0.750	AA+	1.121	167	12/15/2013
912828SZ4	12062201	United States Treasury Note		06/22/2012	3,000,000.00	3,000,937.50	2,998,538.82	0.375	AA+	0.400	714	06/15/2015
912828UG3	13012801	United States Treasury Note		01/28/2013	3,000,000.00	2,989,622.61	2,998,510.17	0.375	AA+	0.400	928	01/15/2016
912828VC1	13053101	United States Treasury Note		05/31/2013	2,000,000.00	1,978,967.39	1,968,683.25	0.250	AA+	0.452	1,049	05/15/2016
912828VG2	13062401	United States Treasury Note		06/24/2013	2,000,000.00	1,991,808.40	1,989,844.56	0.500	AA+	0.678	1,080	06/15/2016

Portfolio MILP
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PM (PRF_PIM2) 7.2.5

City of Milpitas
Portfolio Management
Portfolio Details - Investments
June 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Treasury Coupon Securities												
912828R11	11101101	United States Treasury Note		10/11/2011	2,000,000.00	2,013,600.00	1,996,833.96	1.000	AA+	1.050	1,187	09/30/2016
912828VE7	13062101	United States Treasury Note		06/21/2013	2,000,000.00	1,966,772.54	1,974,110.66	1.000	AA+	1.285	1,795	05/31/2018
		Subtotal and Average	13,100,999.78		16,000,000.00	15,947,568.44	15,943,196.45			0.722	966	
GNMA												
36216NNL3	88021601A	GNMA		07/01/1997	2,267.42	2,280.53	2,267.42	9.500	AA+	9.615	1,202	10/15/2016
36217ENG3	87052601C	GNMA		07/01/1997	0.00	0.00	0.00	8.500	AA+	8.588	0	12/15/2016
362174T46	87042001C	GNMA		07/01/1997	6,441.12	6,931.35	6,441.12	8.000	AA+	8.075	1,353	03/15/2017
36217FKE8	87042001A	GNMA		07/01/1997	15,894.56	16,207.68	15,894.56	8.000	AA+	8.076	1,384	04/15/2017
		Subtotal and Average	24,840.98		24,603.10	25,419.56	24,603.10			8.217	1,359	
Negotiable CDs -2												
316777FZ9	13021301	Fifth Third Bank		02/13/2013	250,000.00	250,000.00	250,000.00	0.400	BBB+	0.400	227	02/13/2014
06426NGR7	12092601	Bank of China - NY		09/26/2012	250,000.00	250,247.80	250,000.00	0.650	A	0.650	452	09/26/2014
38143AH81	12100301	Goldman Sachs Bank USA		10/03/2012	250,000.00	250,909.13	250,000.00	0.850	A-	0.850	459	10/03/2014
36160XV53	12100501	GE Capital Bank		10/05/2012	250,000.00	250,000.00	250,000.00	0.750	AA+	0.602	462	10/06/2014
05568PZ42	12102601	BMW Bank of North America		10/26/2012	250,000.00	250,000.00	250,000.00	0.700	NR	0.700	483	10/27/2014
		Subtotal and Average	1,250,000.00		1,250,000.00	1,251,156.93	1,250,000.00			0.640	417	
		Total and Average	188,193,171.53		185,724,225.09	185,579,832.31	185,850,904.13			0.611	515	

City of Milpitas
Portfolio Management
Portfolio Details - Cash
June 30, 2013

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	
Money Market Funds												
SYS1000	1000	Cash in Bank			1,064,958.85	1,064,958.85	1,064,958.85	0.040		0.040	1	
SYS1030	1030	Cash with Fiscal Agent			2,449,398.21	2,449,398.21	2,449,398.21	0.000		0.000	1	
		Average Balance	0.00								1	
		Total Cash and Investments	188,193,171.53		189,238,582.15	189,094,189.37	189,365,261.19			0.611	515	

City of Milpitas

Investment Broker Dealer List

Cantor Fitzgerald & Co.

Dreyfus Institutional Services

Mischler Financial Group, Inc.

Morgan Stanley Smith Barney

State of California Local Agency Investment Fund

Vining Sparks IBG, L.P.

Recording Requested by and
When Recorded Mail to:

***13**

City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035
Attention: Office of the City Clerk

Record without fee under
Section 6103 - Government Code
State of California

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING INITIAL
ACCEPTANCE AND REDUCING PERFORMANCE BOND OF ALVISO ADOBE RENOVATION, PHASE IV
“SITE IMPROVEMENTS,” PROJECT NO. 5055**

WHEREAS, the City of Milpitas has heretofore entered into a contract with AJF/BHM A Joint Venture, for the subject project, and the City Engineer of the City of Milpitas has recommended acceptance of said improvement as completed in accordance with plans, specifications and approved change orders and correction lists, and in accordance with the final inspection of said City Engineer.

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 of Milpitas does hereby accept said improvement as completed on this 6th day of August, 2013, and does hereby authorize and direct the City Engineer of the City of Milpitas to file a Notice of Completion in accordance with the provisions of Sections 8182 and 9200-9208 of the Civil Code of the State of California, and does hereby authorize and direct the City Engineer to file a Certificate of Completion in accordance with the provisions of Section 4005 of the Government Code of the State of California, if said work was by day’s labor or force account. The penal sum of the faithful performance bond securing said improvement may be reduced to the sum of \$256,793.11 upon request of principal and surety, with said penal sum as reduced to apply from the date of completion and acceptance of said improvements and to extend for the balance of the term of said bond, provided that said term shall not be less than one year.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Recording Requested by and
When Recorded Mail to:

City of Milpitas
455 East Calaveras Boulevard
Milpitas, CA 95035
Attention: City Clerk

Record without fee under
Section 6103 - Government Code
State of California

CITY OF MILPITAS

NOTICE OF COMPLETION
(Civil Code Sections 8182 and 9200-9208)

NOTICE IS HEREBY GIVEN:

1. On or about January 3, 2012, the City of Milpitas, a municipal corporation of the State of California, whose address is City Hall, 455 East Calaveras Boulevard, Milpitas, California, 95035 (as owner) entered into a contract for work of: **Alviso Adobe Renovation, Phase IV "Site Improvements."**
2. A description of the site of which the City is owner for said work of improvement is: **2087 Alviso Adobe Court** in the City of Milpitas, Santa Clara County, California, more particularly described on the plans.
3. The nature and interest or estate of the City as owner of said site is: **City of Milpitas.**
4. The name and address of the original contractor is: **AJF/BHM A Joint Venture, 522 Walnut Avenue, Vallejo, CA 94592.**
5. A general statement of the kind of work done or materials furnished to the City is as follows: **Reconstructing the water tower, garage, and cutting shed, constructing a new public restroom, park amenities, and structural improvements to the 1st floor of the Alviso Adobe.**
6. The name of the sureties upon the bond of the contractor for said work of improvement is: **Travelers Casualty and Surety Company of America, 100 California St. #300, San Francisco, CA 94111; bond # 105679723.**
7. Said work of improvement was accepted by the Milpitas City Council as completed on August 6, 2013.

I, the undersigned, declare that I am the **City Engineer** of the City of Milpitas and am authorized to execute the foregoing Notice of Completion and this Verification thereof. I have read the foregoing Notice of Completion. I declare under penalty of perjury that the foregoing Notice of Completion is true and correct. Executed on _____, 2013 at Milpitas, California.

Jeff Moneda, Public Works Director/City Engineer
City of Milpitas

NOTE: RECORD WITHIN 15 DAYS OF ACCEPTANCE WITH COUNTY RECORDER OF SANTA CLARA COUNTY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING INITIAL ACCEPTANCE, REDUCING PERFORMANCE BOND AND ACCEPTING FEE TITLE TO CERANO PARK FOR FAIRFIELD (CERANO) PROJECT, PROJECT NO. 3170

WHEREAS, the City Council approved a subdivision improvement agreement on August 18, 2009, and as amended on May 17, 2011, between the City of Milpitas, a municipal corporation of the State of California, and Fairfield Murphy Road LLC, a Delaware limited liability company (“Developer”) for Tract No. 10019, Lot 1, Project No. 3170 (“Cerano Project”); and

WHEREAS, Developer, as Principal, and Bank of America, as Surety, executed certain Letters of Credit Nos. 3124753, 3124754 and 3124755 conditioned upon the faithful performance of the provisions of the improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, the City Engineer of the City of Milpitas has recommended initial acceptance of the improvements as completed in accordance with the approved plans and specifications, and in accordance with the inspection of the City Engineer; and

WHEREAS, the Offer of Dedication for fee title of the Cerano Park site was recorded in the Official Records of Santa Clara County on May 14, 2010, as Document No. 20712597, pursuant to California Government Code Section 7050 and shall be accepted by the City Council by resolution; and

WHEREAS, the park improvements have been completed and fee title of the Cerano Park site is now ready for acceptance by the City Council of the City of Milpitas.

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 of Milpitas does hereby accept the subdivision improvements installed as part of the Cerano Project, Tract No. 10019, Project No. 3170, as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas. The penal sum of the faithful performance letters of credit securing the improvements may be reduced to the sum of \$440,000, upon request of Principal and Surety, with the penal sum as reduced to apply from the date of completion and acceptance of the improvements and to extend for the balance of the term of the bond, provided that the term shall not be less than one year. Nothing herein contained shall in any way be deemed to be a waiver, release or relinquish by City of any obligations imposed upon the Developer or its surety or sureties, by law or by the above-referenced subdivision improvement agreement, save and except as expressly set forth herein.
3. The Offer of Dedication recorded in the Official Records of Santa Clara County on May 14, 2010, as Document No. 20712597, pursuant to California Government Code Section 7050 is hereby accepted by this Resolution and the City of Milpitas shall have fee title of the Cerano Park site as of the date of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	320-2940	\$ 361,776	320-951-4800	\$ 361,776

Explain the reason for the budget change:

Background: City Council on August 18, 2009 approved the subdivision improvement agreement and on May 17, 2011 approved the amendment to the subdivision improvement agreement for the Cerano project located at 501 Murphy Ranch Road. The agreement is for the construction of public improvements related to the subject project consisting of: utility connections to City facilities (potable water, recycled water, sanitary sewer and storm drain), Bellew pump Station improvements-conversion of diesel engines to electric motors and diesel generator, construction of Cerano Park with tennis court, basketball court, restroom, playground equipment, access to Coyote Creek levee trail, and traffic signal improvements at Tasman and McCarthy intersection-installation of new 5 section heads to facilitate southbound right turns, and installation of landscaped median at Murphy Ranch Road. These public improvements valued at approximately \$4, 400,000.00 have been completed by the developer per the approved improvement plans. The work is, therefore, now ready for initial acceptance in accordance with the improvement agreement. The developer's security may be reduced to \$440,000.00, which is 10% of the contract amount. In addition, the offer of fee title and easement for Cerano Park by the developer can now be formalized with the acceptance of the improvements as indicated in the recorded offer of dedication and in the proposed resolution. The developer has also provided the necessary supporting documents for reimbursement of the agreed park improvements. Staff had reviewed and agreed with the independent auditor's report to reimburse the developer in the amount of \$361,776. There is sufficient money in the park in lieu fee fund, which was paid by William Lyon Homes (the subsequent developer for the 2nd phase of the original development by Fairfield) for the budget appropriation to reimburse Fairfield.

Fiscal Impact: A budget appropriation in the amount \$361,776 is required for the reimbursement from the Park In Lieu Fee. The reimbursement amount was previously collected from the adjacent William Lyons development.

Recommendation:

1. Adopt resolution granting initial acceptance and authorizing reduction in penal sum of subdivision improvement security by Fairfield subject to a one-year warranty period and reduction of the faithful performance security to \$440,000
2. Accept the fee title and easement interest by Fairfield for Cerano Park.
3. Authorize budget appropriation in the amount \$361,776 from the park funds for the reimbursement to the developer.

Check if City Council Approval required. Meeting Date: August 6, 2013

Requested by:	Department Head:	Date: July 18, 2013
Reviewed by:	Finance Director: <i>W C Kue</i>	Date: 7/28/13
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
APPROVING FINAL ACCEPTANCE OF MIL ASPEN FAMILY APARTMENTS
PUBLIC IMPROVEMENTS, PROJECT NO. 3199, AND RELEASING IMPROVEMENT BOND**

WHEREAS, certain improvements were installed in the Milpitas Aspen Family Apartments, Project No. 3199, under and pursuant to the provisions of an improvement contract between the City of Milpitas, a municipal corporation of the State of California, and MIL Aspen Associates, a California Limited Partnership (Subdivider); and

WHEREAS, Subdivider, as principal, and Bond Safeguard Insurance Company, as surety, executed a certain faithful performance bond conditioned upon the faithful performance of the provisions of said improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, a period of one year or more has expired after the date of initial acceptance of the improvements; and

WHEREAS, the City Engineer of the City of Milpitas has advised the City Council that Subdivider has remedied, restored, repaired, or replaced at their sole expense and to the satisfaction of the City Engineer all defects, damages, or imperfections, if any there were, due to or arising from faulty materials or workmanship and appearing within the period of one year from the date of initial acceptance; and

WHEREAS, said City Engineer recommends to the City Council that the faithful performance bond be released.

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 of Milpitas does finally accept the improvements. That certain performance bond furnished by the above-named Subdivider, as principal, and the above-named surety in connection with those certain improvements for the above-designated project, is hereby released and discharged; provided however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquishment by City of any obligations imposed upon the Subdivider or its surety or sureties, by law or by the above-referenced improvement agreement, save and except those obligations specifically mentioned herein.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING FINAL ACCEPTANCE OF DEPARTMENT OF ENERGY GRANT PROGRAM, PROJECT NO. 5094, AND RELEASE OF THE CONTRACTOR’S BOND

WHEREAS, certain improvements were installed by the Department of Energy Grant Program, Project No. 5094, under and pursuant to the provisions of an improvement contract between the City of Milpitas, a municipal corporation of the State of California, and Amland Corporation; and

WHEREAS, said contractor, as principal, and the Contractors Bonding and Insurance Company, as surety, executed a certain faithful performance bond conditioned upon the faithful performance of the provisions of said improvement contract and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said improvements were completed, finally inspected by the City Engineer of the City of Milpitas, and accepted; and

WHEREAS, a period of one year or more has expired after the date of said acceptance of said improvements; and

WHEREAS, the City Engineer has advised said City Council that said contractor has remedied, restored, repaired, or replaced at its sole expense and to the satisfaction of said City Engineer all defects, damages, or imperfections, if any there were, due to or arising from faulty materials or workmanship and appearing within said period of one year from the date of acceptance; and

WHEREAS, said City Engineer recommends to the City Council that said faithful performance bond be released.

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 of Milpitas does finally accept said improvements. That certain performance bond furnished by the above-named contractor, as principal, and the above-named surety in connection with those certain improvements for the above-designated project, is hereby released and discharged; provided, however, that nothing herein contained shall in any way be deemed to be a waiver, release or relinquishment by City of any obligations imposed upon the contractor or its surety, or sureties, by law or by the above-referenced improvement contract, save and except those obligations specifically mentioned herein.

PASSED AND ADOPTED this _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM

Michael J. Ogaz, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
ADOPTING THE LETTER OF UNDERSTANDING WITH THE
ASSOCIATION OF MILPITAS BATTALION CHIEFS**

WHEREAS, the City of Milpitas (“City”) and the newly-formed employee group, Association of Milpitas Battalion Chiefs (“AMBC”), have not yet completed the meet and confer negotiations over the terms of the initial Memorandum of Understanding (“MOU”) to be entered into between the City and AMBC; and

WHEREAS, before a complete MOU is negotiated and approved the City and AMBC have considered entering into an interim agreement regarding AMBC compensation for a limited duration as set forth in the proposed Letter of Understanding, a copy of which is attached hereto as Exhibit A (“LOU”).

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 LOU between the City and AMBC is hereby adopted and is to be effective upon ratification by the affected membership of AMBC.

PASSED AND ADOPTED this ____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A

LETTER OF UNDERSTANDING BETWEEN
THE CITY OF MILPITAS
AND
THE ASSOCIATION OF
MILPITAS BATTALION CHIEFS

Regarding Additional Duty Coverage

The City of Milpitas and the Association of Milpitas Battalion Chiefs execute this Letter of Understanding ("LOU") regarding the coverage of additional duty chief work periods.

Recitals:

WHEREAS, the Association of Milpitas Battalion Chiefs (AMBC) has heretofore petitioned the Municipal Employee Relations Officer (City Manager) for recognition as an established representation unit by Petition signed 12-13-12 by all then Milpitas Battalion Chief employees; and

WHEREAS, by letter dated May 31, 2013, the City Manager for the City of Milpitas did confirm recognition of AMBC as the bargaining group and labor representative of the Milpitas Battalion Chiefs, having received satisfactory information establishing that it represents a majority of the employee Battalion Chiefs of the City of Milpitas; and

WHEREAS, the parties have not yet completed the meet and confer negotiations over the terms of the initial MOU for AMBC, but wish to enter into an interim agreement regarding AMBC compensation to be in effect for limited duration as set forth below before a complete MOU is negotiated and approved and, therefore:

The City of Milpitas and the Association of Milpitas Battalion Chiefs agree:

1. During staffing deficiencies in the rank of Battalion Chief, additional hours worked past the fifty-six (56) hour workweek schedule will be compensated at the straight hourly rate for the applicable Battalion Chief compensation level.
2. It is acknowledged by the parties that, notwithstanding the terms of this LOU, AMBC members will continue in their current status as "exempt" employees within the meaning of the Milpitas Personnel Rules and Regulations and Ordinances and under the Meyers-Milias Brown Act.
3. This LOU shall be effective upon ratification by the affected membership of the Association of Milpitas Battalion Chiefs and by the Milpitas City Council. The compensation shall include shifts beginning on March 28, 2013.

4. The provisions of this LOU shall expire effective October 8, 2013 or at such earlier time as it is replaced by an approved MOU between the City of Milpitas and AMBC.

Dated: August ____, 2013

CITY OF MILPITAS

By: _____
Thomas C. Williams, City Manager

Dated: August ____, 2013

ASSOCIATION OF MILPITAS
BATTALION CHIEFS

By: _____
Robert Mihovich, President

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDING ASSIGNED TO MTC,
COMMITTING ANY NECESSARY MATCHING FUNDS TO COMPLETE THE PROJECT,
STATING ASSURANCE TO COMPLETE THE PROJECT AND COMPLY WITH THE GRANT
REQUIREMENTS, AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE GRANT RELATED DOCUMENTS**

WHEREAS, City of Milpitas, a municipal corporation of the State of California (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$1,652,000.00 in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the 2014 Road Rehabilitation at Various Locations (herein referred to as PROJECT) for the One Bay Area Grant (herein referred to as PROGRAM); and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

WHEREAS, State statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines

specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and

4. the assurance of the sponsor to complete the project as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the project will comply with all project-specific requirements as set forth in the PROGRAM; and
6. that the project (transit only) will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and be it further

RESOLVED that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised; and therefore be it further

RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution and to negotiate and execute any grant related documents to complete the PROJECT; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MASTER AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR THE SENIOR NUTRITION PROGRAM AND AGREEMENTS WITH COMPASS GROUP USA INC. AND PAUL SZETO DBA NEW ORIENT RESTAURANT FOR SENIOR MEAL SERVICES

WHEREAS, the City of Milpitas has contracted with the County of Santa Clara to help implement the Senior Nutrition Program since March 1978, a program which serves eligible seniors 60 years and older an average of 96 meals per day 249 days per year, for a total of 23,904 meals per year; and

WHEREAS, the City and the County entered into a Master Agreement on July 1, 2011, for the Senior Nutrition Program, which is amended on an annual basis to reflect the approved budget for each fiscal year and the total approved budget for the FY 13/14 Senior Nutrition Program is \$168,742; and

WHEREAS, under the proposed Amendment No. 2 for FY 2013/2014, the City and the County would equally share the cost of the program, which amounts to a total burden of \$84,371 each (after reimbursements), as outlined in the County’s Master Agreement and in Amendment No. 2, a copy of which is attached hereto as Exhibit A; and

WHEREAS, Compass Group USA, Inc., doing business as Bateman, has been catering the Milpitas Senior Center Nutrition Program since July 1, 1998, and on February 1, 2013, the County of Santa Clara issued a Request for Proposal for the County-wide Senior Nutrition Program and awarded the contract to Bateman; and

WHEREAS, Milpitas Municipal Code Section I-3-3.08 (Cooperative Purchases) authorizes direct contracts without a competitive process when another public agency in the State has gone through a competitive process as restricted as the City’s process, thereby allowing the City to contract directly with Bateman; and

WHEREAS, pursuant to a direct contract with Bateman, a copy of which is attached hereto as Exhibit B, Bateman will provide hot meals in addition to salads and sandwiches five days a week at the Barbara Lee Senior Center and, specifically, in FY 2013/2014 Bateman will provide 15,966 meals for \$4.69 each, which will not exceed the approved FY 2013/14 budgeted amount of \$74,977; and

WHEREAS, the contract with Bateman is for one year with a retroactive effective date of July 1, 2013, and with an annual City option to extend until the expiration date of July 31, 2018, with the authority to exercise the annual option to be based on the approved annual budget from the County and subject to appropriation of the City Council for the Senior Nutrition Program; and

WHEREAS, the City has contracted with Paul Szeto, an individual dba New Orient Restaurant since July 1, 2004, for Asian-style meals twice a week for seniors at the Barbara Lee Senior Center, while no contract is currently in place and which will require completion of a competitive process; and

WHEREAS, in the interim, a short term six-month agreement with New Orient Restaurant, a copy of which is attached as Exhibit C, retroactively effective from July 1, 2013 to December 31, 2013 will fill the current need for the services while allowing time to complete the competitive process for a long-term agreement which will then be brought before City Council for approval; and

WHEREAS, pursuant to the short-term agreement, during the first half of FY 2013/14 Paul Szeto dba New Orient Restaurant will provide 3,969 meals at \$4.73 per meal, which will not exceed the approved budget amount of \$18,774 for FY 2013/14 services.

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 Manager is authorized to execute Amendment No. 2 to the Master Senior Nutrition Program Agreement with the County of Santa Clara (Exhibit A) retroactively effective from July 1, 2013 to June 30, 2014 in the amount of \$168,742.
3. The City Manager is authorized to execute an agreement with Compass Group USA, dba Bateman (Exhibit B) for the Senior Nutrition Program effective retroactively from July 1, 2013 to July 31, 2014 with four one-year renewal options in the initial amount of \$78,780, and is authorized to exercise annual option(s) based on the approved annual budget from Santa Clara County and subject to annual appropriation of the City Council for the Senior Nutrition Program.
4. The City Manager is authorized to execute an agreement with Paul Szeto, an individual dba New Orient Restaurant (Exhibit C) for the Senior Nutrition Program effective retroactively from July 1, 2013 to December 31, 2013 in the amount of \$18,774.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Department of Aging and Adult Services
Senior Nutrition Program
4th Floor
333 W Julian St
San Jose, California 95110
Phone (408) 975-4860



July 1, 2013

Stephanie Douglas
City of Milpitas
40 N. Milpitas Blvd.
Milpitas, CA 95035

Dear Ms. Douglas,

Please find enclosed two duplicate originals of the Second Amendment to the Master Contract between City of Milpitas and the County of Santa Clara Senior Nutrition Program. Please review the documents and have the appropriate people approve. Once approved, please return one of the approved originals to my attention at the address below:

Senior Nutrition Program
333 W. Julian St., 4th floor
San Jose, Ca. 95110
Attn: Robert Ruby

The County values this contractual relationship as it assists us in providing quality services to our community.

If you have any questions regarding this amendment please feel free to contact me at (408) 755-7687

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Ruby". The signature is fluid and cursive.

Robert Ruby
Senior Nutrition Program

Second Amendment to the Master Contract Between the County of Santa Clara and City of Milpitas

This is the Second Amendment to the Master Contract between the County of Santa Clara (COUNTY) and the City of Milpitas (CONTRACTOR) entered into on July 01, 2011 to provide Senior Nutrition Services.

On May 21, 2013, the Board of Supervisors approved the Delegation of Authority to the Social Services Agency (SSA) Director, or designee, to negotiate, execute, amend, and terminate. The Delegation of Authority for this Contract will expire on June 30, 2014.

Background

The purpose of this Amendment is to extend the contract term for one additional year to June 30, 2014 and augment funds by \$168,742. The additional funding is included in the revised Maximum Financial Obligation. The attached Meals and Program Budget reflect the services and fiscal budget for the extended term.

This Contract is amended as follows:

1. Section 1, on page 22, **TERM OF CONTRACT** is revised to read: This contract commences on July 01, 2011 and expires on June 30, 2014, unless terminated earlier or otherwise amended.
2. Section 3, on page 22, **MAXIMUM FINANCIAL OBLIGATION** is revised to read: CONTRACTOR is entitled to reimbursement for actual allowable expenditures subject to the provisions of this Contract, not to exceed \$173,489 in FY 2011-2012, not to exceed \$164,407 in FY 2012-2013, not to exceed \$168,742 in FY 2012-2013.
3. Add Attachment C-14, **BUDGET SUMMARY** and **PAYMENT PROVISIONS** for FY 2013-2014 attached and incorporated by this reference.

All other terms and conditions of the agreement remain in full force and effect.

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Attachment C-14 Budget Summary & Payment Provisions FY 2013-2014

Santa Clara County- Social Services Agency
 Senior Nutrition Program
 MILPITAS
 Budget - FY 2013/2014

Asian 2 days	81	*	88	7,128
Bateman 3 days	96	*	161	15,456
Additional Bateman 2 days a week	15	*	88	1,320
	96	*	249	23,904
Service Days M-F	Daily		Total	Annual

1. PERSONNEL

a. Site Manager	\$	28,155	
b. Kitchen Aide	\$	14,624	
c. Janitor	\$	5,788	\$ 48,567

2. OPERATION COSTS

Overhead	@\$.183 meal	\$ -	\$ -
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3. VARIANCE CATEGORIES

Insurance/Worker Comp.	n/a	\$ -	
Fiscal	n/a	\$ -	
Staff Mileage	@ \$0.555 mi.	\$ 14	
Equipment & Repair		\$ 50	
Non-Food Items	@ \$.25 meal	\$ 5,976	\$ 6,040

4. FOOD COSTS

New Orient @ 4.73 & .23 milk	\$ 4.96	* 7,128	35,355
Bateman	\$ 4.696	* 16,776	78,780
	Food Cost	Annual Meals	\$ 114,135

5. TOTAL BUDGET

\$ 168,742

6. CONTRACT AMOUNT

\$ 168,742

County's share at 50% of Total Expended Budget. Maximum not to exceed \$ 84,371

Fifty percent of participant contributions retained by Milpitas

Personnel Detail

	Hours	Days	Hourly Rate	Earnings	Fringe	Vacation	Sick Leave	Medical	Total Costs
Site Manager	6.00	260	13.49	21,044	2,283	809	971	3,047	28,155
Kitchen Aide	4.00	260	9.33	9,703	1,052	373	448	3,047	14,624
Janitor	2.00	260	9.33	4,852	526	187	224	-	5,788
Total Personnel Costs				35,599	3,861	1,369	1,643	6,094	48,567

Formula

Days	249 + 11 holidays	Vacation	Hours x 10 x Hourly Rate
Earnings	Hours x Days x Hourly Rate	Sick Leave	Hours x 12 x Hourly Rate
Fringe	10% of (Earnings+Vacation+Sick Leave)		

Payment Provisions

CONTRACTOR understands and agrees that this Contract is a **cost-reimbursement** contract. All references to "you" in this Attachment refer to CONTRACTOR.

You can only be reimbursed for expenses paid out in a report month. The Line Item allocations represent the **maximum annual amount** available for your budget. **Once the contracted line item allocations balances have been used, you cannot continue to claim a current monthly expenditure reimbursement for these items.** You may want to note on the bottom of the monthly expenditure report if you have a continuing expense over and above a zero balance line item or you may want to keep a separate record of your actual expenditures. This may help if you request a line item transfer or may help justify a change in your budget during the annual budget preparation meetings. Please see **LINE ITEM CHANGES** (See Below)** for more information.

These Line Item Definitions are part of the contract standards that were recommended by the Nutrition Contract Standards Committee and approved by the Board of Supervisors on March 10, 1998. Please refer accounting questions to Senior Nutrition Program (SNP) Accounting Staff and budget questions to the SNP Management Analyst.

In certain circumstances, you will be reimbursed for all budget line items as an all inclusive per meal cost for each meal consumed during the term of the Agreement.

1. PERSONNEL - Salaries and personnel expenses paid out during the report month should be claimed for all Nutrition employees that work and are authorized by your contract. Employee positions not filled cannot be claimed. Changes in personnel or circumstances that require a substitute should be reported to your assigned Dietitian **prior to filling the position**, explaining the reason for the change. Please indicate if this is a permanent or temporary change.

Fringe – This covers employer paid payroll taxes: FICA (Social Security and Medicare) and SDI (both Federal and State). It is currently budgeted at 10% of the budgeted salary including vacation and sick. You can report the actual amount up to the budgeted amount. At fiscal year end, you may request to transfer any extra budget amount to other line items.

Sick Leave – This covers sick leave paid to the SNP budgeted staff. The County budgets 12 paid sick leave days (prorated to the number of hours the employee works and serving days). Unused sick leave amount **cannot** be paid off to the staff member, but can be transferred to other line items. Unused sick leave amount which is not transferred to other line items will be returned to the County general fund. County does not accrue any unused sick leave for the SNP staff. County can only reimburse the actual amount taken, not the allocated amount.

Medical – This covers health insurance costs. You can report the actual amount up to the budgeted amount for each budgeted staff. It does not cover spouse or dependents. It is for medical only and does not include dental or vision. If receiving County Kaiser, allocation will be deducted in Line Item 6 "Other Deductible". If your agency does not provide health insurance, this amount can be distributed to the budgeted staff as allowance for purchasing his/her own health plan. If this amount is not claimed or distributed for medical insurance, it **cannot** be transferred to another line item.

2. OPERATION COSTS

Usage Costs - This allowance is for rent or lease costs incurred and paid by your agency. *You are reimbursed for rent or lease payments allocated to the Nutrition Program at the current per meal rate (\$0.463) for monthly meals served up to your budgeted allocation.* If you share building or housing costs with other programs you must be able to verify and document how you pro-rate the amount charged to the Nutrition Program. Some sites do not pay rent or lease and are not budgeted for this line item.

Overhead - This category is an allowance for utilities (heating/electricity, telephone, janitorial services, and office supplies, printing, water softener or pest control) needed to support your nutrition site, incurred and paid by your agency. *You are reimbursed at the current per meal overhead rate (\$0.183) for monthly meals served up to your budgeted allocation.* If the costs are shared with other programs, you must be able to verify how you pro-rate the amount charged to the Nutrition Program. Some sites are not budgeted for this line item.

3. VARIANCE CATEGORIES

Insurance/Worker's Compensation - This is an allowance for insurance or worker's compensation insurance payments that are actually paid out in the report month. You are only reimbursed for actual payments made. If your agency pays for other programs, only the pro-rated amount paid for the Nutrition Program Employees is allowable as an expense.

Fiscal - This allowance is for bookkeeping, accounting and payment for the annual audit. If you share bookkeeping and accounting expenses with other non- nutrition programs, only the portion allocated and paid out for the nutrition program is allowable for reimbursement. You must document and be able to verify how you pro-rate your expenses towards the Nutrition Program. Documentation of the expense and when the expense was incurred must be available to the County when requested.

Staff Mileage - This allowance is for nutrition employees who are required to attend Nutrition Staff Meetings or Trainings. Mileage to and from meetings is reimbursed at the County rate (\$0.555 per mile). The amount allocated is determined by your yearly usage.

Equipment and Repair - This allowance is for small equipment and repair expenses.

* The **Nutrition Equipment Committee** reviews requests for other equipment that exceed your budgeted amount. The amount of funds available through the Equipment Committee varies each year. Check with your Dietitian if you wish to submit a request.

Non-Food Items - This allowance will cover the cost of paper products, utensils, serving dishes, cleaning supplies and laundry.

4. FOOD COSTS - This is the allowance for food expenses. Based on whether you are a cook-on-site or a catered meal site, you may claim for raw food costs, restaurant catered meals or vendor catered meals. Some sites will have a combination of raw and catered food expenses.

5. TOTAL BUDGET - This is the total program budget amount before any deductibles.

6. OTHER DEDUCTIBLE - This line item will show items (**if applicable**) that are deducted from the budget. This may include the following items, but will not apply to all budgets:

County Outreach Transportation
County Kaiser
Contractor Contribution Amount

City Grants or Contributions
Community Development Block Grants (CDBG)
Other Income Contributions

7. CONTRACT AMOUNT - Final contracted budget for the site.

**** LINE ITEM CHANGES** - May be requested in writing by CONTRACTOR'S Agency Representative. Submit line item requests during the year when you first become aware of a need to transfer funds between line items. Do not assume that line item transfers will be authorized. Final line item transfer requests for fiscal year ending June 30 are to be submitted no later than the first Friday of June. The SNP Program Manager and the Nutrition Services Manager will review these requests for approval or disapproval.

Any line item request must have funds available in your budget and be accompanied by an explanation of the reason for the request. Additional verification may be requested. The SNP Program Manager has final approval or disapproval authority for any line item change request.

**AGREEMENT FOR SENIOR NUTRITION SERVICES
BETWEEN
CITY OF MILPITAS
AND
COMPASS GROUP USA, INC., BY AND THROUGH ITS BATEMAN DIVISION**

THIS AGREEMENT is made and entered retroactively on July 1, 2013 (“Effective Date”), by and between the CITY OF MILPITAS, a municipal corporation of the State of California (hereinafter “CITY”) and Compass Group USA, Inc., a Delaware corporation, by and through its Bateman Division (hereinafter “CONTRACTOR”).

RECITALS

- A. Whereas, the Senior Nutrition Program is administered by the Santa Clara County Social Service Agency and provides home delivered and congregate meals to eligible seniors sixty (60) years of age and older in Santa Clara County; and
- B. Whereas, CITY and Santa Clara County entered into a Senior Nutrition Program Master Contract dated July 1, 2011 (“County Agreement”) to provide congregate meals at the Milpitas Senior Center located at 40 N. Milpitas Blvd., Milpitas, CA 95035; and
- C. Whereas, the County Agreement is amended on an annual basis to reflect the annual approved budget for the congregate meals in the City of Milpitas and may be amended from time to time as required by Santa Clara County; and
- D. Whereas, CITY requires professional services for the preparation and delivery of meals for the Senior Nutrition Program located at the Milpitas Senior Center, 40 N. Milpitas Blvd., Milpitas, CA 95035, in accordance with the County Agreement, as amended; and
- E. Whereas, Santa Clara County issued a Request for Proposal dated February 1, 2013 (Bid Number: RFP-SSA-FY13-0185) for the County-wide Senior Nutrition Program; and
- F. Whereas, Santa Clara County awarded the Senior Nutrition Program contract to Compass Group USA, Inc., by and through its Bateman Division and the parties entered into an agreement dated July 1, 2013; and
- G. Whereas, CITY desires to enter into this Agreement with Contractor pursuant to Milpitas Municipal Code Section I-2-3.08 (“Cooperative Procurement”) to provide congregate meals at the Milpitas Senior Center in accordance with the County Agreement, as amended;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

CONTRACTOR shall perform those services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

This AGREEMENT shall become effective retroactively on the Effective Date and automatically terminate on July 31, 2014 ("Initial Term"), subject to the provisions of SECTION 11 of this AGREEMENT; provided City at its sole option may extend the term of the Agreement on an annual basis for up to four (4) one (1) year extensions ("Option Term"). City shall exercise its right to extend the term of the Agreement on an annual basis by providing written notice to Contractor prior to expiration of the then current term of the Agreement in the form attached as EXHIBIT F.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

- A. The compensation to be paid to CONTRACTOR shall not exceed Four Dollars and Sixty-Nine Six Cents (\$4.696) per meal and the total compensation shall not exceed Seventy-Four Thousand Nine Hundred and Seventy-Seven dollars (\$74,977.00) for the Initial Term. The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein.
- B. CONTRACTOR acknowledges and agrees that Santa Clara County approves an annual budget for the Milpitas Senior Nutrition Program. In the event Santa Clara County provides funding after the Initial Term for the Milpitas Senior Nutrition Program and City elects to exercise its option to extend the term of this Agreement pursuant to Section 2 above for any of the Option Term, the rate of compensation for each of the Option Term shall be as approved by Santa Clara County and set forth in writing by the CITY in the form attached as EXHIBIT F. CONTRACTOR agrees to provide the services herein during the Option Term under the same terms and conditions of this Agreement.

SECTION 5. METHOD OF PAYMENT.

Each month, CONTRACTOR shall furnish to the CITY a statement of the work performed for compensation during the preceding month.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONTRACTOR, in the performance of the work and services agreed to be performed by CONTRACTOR, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CONTRACTOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONTRACTOR'S obligations hereunder, without the prior written consent of CITY, and any attempt by CONTRACTOR to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONTRACTOR shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONTRACTOR'S officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONTRACTOR agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of Milpitas as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONTRACTOR 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 or any other protected class, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONTRACTOR fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Purchasing Agent is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONTRACTOR shall deliver to CITY copies of all reports, documents, and other work performed by CONTRACTOR under this AGREEMENT, and upon receipt thereof, CITY shall pay CONTRACTOR for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONTRACTOR agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, CONTRACTOR shall comply with the provisions of CITY's Business Tax Ordinance in Chapter III-I of the Milpitas Municipal Code.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONTRACTOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONTRACTOR'S BOOKS AND RECORDS.

- A. CONTRACTOR 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 charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this AGREEMENT.
- B. CONTRACTOR shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. 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 any time during regular business hours, upon written request by the City Attorney, City Auditor, 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 CONTRACTOR's address indicated for receipt of notices in this AGREEMENT. CONTRACTOR acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by

SECTION 21. 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 22. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

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.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF MILPITAS, a municipal corporation

By _____

Michael J. Ogaz
City Attorney

“CONTRACTOR”
**COMPASS GROUP USA, INC., BY AND
THROUGH ITS BATEMAN DIVISION**

By _____

Name:

Title:

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following services in accordance with the City of Milpitas' Senior Nutrition Program and County Agreement, as amended.

Site Name: Milpitas Senior Center
Address: 40 N. Milpitas Blvd.
Milpitas, CA 95035

Delivery Time: 11:30 am-12:00 pm

Delivery Days: Five days per week (Monday-Friday)

Number Meals: Total meals contracted is 15,966 for 249 days for Fiscal Year 2013-2014

Cost per Meal:\$4.696 for meals in Fiscal Year in 2013/2014 (July 1, 2013 to June 30, 2014)

1. Holding time and between meal preparation and scheduled serving time shall not exceed two (2) hours.
2. Meals shall conform to the food and nutrition standards as require by County Agreement, as amended. Such meal shall be low in salt and fat contents. Use of MSG, artificial flavoring and color is not recommended. Each serving portion shall include:
 - No less than 3 ounces of meat or protein substitute
 - No less than 1 cup of vegetables
 - No less than ½ cup of rice or other carbohydrate
 - One fruit
3. Contractor shall provide a central kitchen for the production of meals pursuant to this Agreement, and shall deliver such meals to designated location as mutually agreed upon by both parties. Contractor shall provide equipment required for the provision of services, and all equipment to transport food shall be NSF (National Sanitation Foundation) approved. Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food and 40 degrees Fahrenheit or less for cold food. Temperatures of meals shall be checked daily and recorded before leaving the kitchen.

JVP
7/15/2013

EXHIBIT B
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. The estimated time for completion is June 30, 2014.

EXHIBIT C
COMPENSATION

Pursuant to this Agreement, the CITY agrees to compensate CONTRACTOR in accordance with the terms and conditions of this AGREEMENT. CITY shall make payment to CONTRACTOR no later than thirty (30) days upon receipt and approval of invoice by CITY for the delivery of meals to the Senior Nutrition Program.

1. Invoices should be submitted to CITY no later than Friday of the delivery week.
2. Per meal cost will not exceed \$4.696 per meal and total compensation will not exceed Seventy-Four Thousand Nine Hundred and Seventy-Seven dollars (\$74,977.00) for the Initial Term.
3. Payment will be made payable to:

Compass Group USA, Inc., d/b/a Bateman, 3110 West Pinhook Rd., Suite 201, Lafayette, LA 70508.

There shall be no reimbursable expenses under this Agreement.

EXHIBIT D
INSURANCE

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

A. Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be *at least as broad as*:

- (X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (X) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- () Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- () Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability:** **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance (Including operations, products and completed operations, as applicable.) with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation Employer's Liability:** Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee
4. **Professional Liability or Errors & Omissions Liability:** **\$1,000,000** each occurrence
\$1,000,000 policy aggregate

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Milpitas, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**

3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

E. Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

G. Subcontractors

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered

JVP
7/15/2013

Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement

EXHIBIT E

SPECIAL PROVISIONS

Retroactive Services.

It is understood and agreed that CONTRACTOR has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by CONTRACTOR prior to the date of this AGREEMENT, CITY agrees to compensate CONTRACTOR for those services in accordance with the terms of this AGREEMENT. However, in no event shall CONTRACTOR be compensated for work performed for CITY prior to July 1, 2013.

EXHIBIT F
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE and DATE:	
CONTRACTOR Name and Address:	
DATE OF OPTION:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section 2 of the Agreement referenced above, the City of Milpitas hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
-------------------	--

NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Pursuant to Section ___ of the Agreement the Rates of Compensation are hereby adjusted as follows:

(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
--	--

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services. The undersigned signing on behalf of the City of Milpitas hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF MILPITAS a municipal corporation

JVP
7/15/2013

By _____ Name: Title:

**AGREEMENT FOR SENIOR NUTRITION SERVICES
BETWEEN
CITY OF MILPITAS
AND
FRANK SZETO, AN INDIVIDUAL DOING BUSINESS AS NEW ORIENT
RESTAURANT**

THIS AGREEMENT is made and entered retroactively on July 1, 2013 (“Effective Date”), by and between the CITY OF MILPITAS, a municipal corporation of the State of California (hereinafter “CITY”) and Frank Szeto, an individual doing business as “New Orient Restaurant” (hereinafter “CONTRACTOR”).

RECITALS

- A. Whereas, the Senior Nutrition Program is administered by the Santa Clara County Social Service Agency and provides home delivered and congregate meals to eligible seniors sixty (60) years of age and older in Santa Clara County; and
- B. Whereas, CITY and Santa Clara County entered into a Senior Nutrition Program Master Contract dated July 1, 2011 (“County Agreement”) to provide congregate meals at the Milpitas Senior Center located at 40 N. Milpitas Blvd., Milpitas, CA 95035; and
- C. Whereas, the County Agreement is amended on an annual basis to reflect the annual approved budget for the congregate meals in the City of Milpitas and may be amended from time to time as required by Santa Clara County; and
- D. Whereas, CITY requires professional services for the preparation and delivery of meals for the Senior Nutrition Program located at the Milpitas Senior Center, 40 N. Milpitas Blvd., Milpitas, CA 95035, in accordance with the County Agreement, as amended;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

CONTRACTOR shall perform those services specified in detail in EXHIBIT A, entitled “SCOPE OF SERVICES”, which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

This AGREEMENT shall become effective retroactively on the Effective Date and automatically terminates on December 31, 2013 (“Term”), subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONTRACTOR are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

A. The compensation to be paid to CONTRACTOR shall not exceed Four Dollars and Seventy-Three Cents (\$4.73) per meal and the total compensation shall not exceed Eighteen Thousand Seven Hundred and Seventy-Four dollars (\$18,774.00) for the Term. The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONTRACTOR shall furnish to the CITY a statement of the work performed for compensation during the preceding month.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONTRACTOR, in the performance of the work and services agreed to be performed by CONTRACTOR, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONTRACTOR shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONTRACTOR are material considerations for this AGREEMENT. CONTRACTOR shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONTRACTOR'S obligations hereunder, without the prior written consent of CITY, and any attempt by CONTRACTOR to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONTRACTOR shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONTRACTOR'S officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONTRACTOR agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of Milpitas as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONTRACTOR agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONTRACTOR 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 or any other protected class, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONTRACTOR fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Purchasing Agent is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONTRACTOR shall deliver to CITY copies of all reports, documents, and other work performed by CONTRACTOR under this AGREEMENT, and upon receipt thereof, CITY shall pay CONTRACTOR for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONTRACTOR agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONTRACTOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence,

CONTRACTOR shall comply with the provisions of CITY's Business Tax Ordinance in Chapter III-I of the Milpitas Municipal Code.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONTRACTOR in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONTRACTOR or any other person engaged directly or indirectly by CONTRACTOR to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONTRACTOR agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONTRACTOR'S BOOKS AND RECORDS.

- A. CONTRACTOR 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 charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this AGREEMENT.
- B. CONTRACTOR shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. 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 any time during regular business hours, upon written request by the City Attorney, City Auditor, 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 CONTRACTOR's address indicated for receipt of notices in this AGREEMENT.

CONTRACTOR acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.

- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. As of the date of entering into this AGREEMENT, CONTRACTOR's employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("CONTRACTOR's Assigned Employees") shall not be required to complete and file a Form 700 with CITY's Clerk. In the event that the CITY subsequently determines to require CONTRACTOR's Assigned Employees to complete and file a Form 700 with CITY's Clerk, CITY will notify CONTRACTOR in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). CONTRACTOR shall cause CONTRACTOR's Assigned Employees to complete and file the Form 700 with CITY's Clerk and to submit a copy to Carmen Valdez, HR Director, in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT E, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 20. 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:

Milpitas Recreation Services
Attn. Stephanie Douglas
40 N. Milpitas Blvd.
Milpitas, CA 95035

To CONTRACTOR:

Frank Szeto
New Orient Restaurant
2105 Middlefield Way, Suite C
Mountain View, CA 94043

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

SECTION 21. 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 22. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

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.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF MILPITAS, a municipal corporation

By _____

Michael J. Ogaz
City Attorney

“CONTRACTOR”

**FRANK SZETO, AN INDIVIDUAL
DOING BUSINESS AS NEW ORIENT
RESTAURANT**

By _____

Name:

Title:

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR agrees to perform the following services in accordance with the City of Milpitas' Senior Nutrition Program and County Agreement, as amended.

Site Name: Milpitas Senior Center
Address: 40 N. Milpitas Blvd.
Milpitas, CA 95035

Delivery Time: 11:30 am-12:00 pm

Delivery Days: Two days per week, decided upon by CITY

Number Meals: Total meals contracted is 3,967 for 49 days July 1-December 31, 2013

Cost per Meal: \$4.73 for meals in Fiscal Year in 2013/2014 (July 1, 2013 to June 30, 2014)

1. Holding time and between meal preparation and scheduled serving time shall not exceed two (2) hours.
2. Meals shall conform to the food and nutrition standards as require by County Agreement, as amended. Such meal shall be low in salt and fat contents. Use of MSG, artificial flavoring and color is not recommended. Each serving portion shall include:
 - No less than 3 ounces of meat or protein substitute
 - No less than 1 cup of vegetables
 - No less than ½ cup of rice or other carbohydrate
 - One fruit
3. Contractor shall provide a central kitchen for the production of meals pursuant to this Agreement, and shall deliver such meals to designated location as mutually agreed upon by both parties. Contractor shall provide equipment required for the provision of services, and all equipment to transport food shall be NSF (National Sanitation Foundation) approved. Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food and 40 degrees Fahrenheit or less for cold food. Temperatures of meals shall be checked daily and recorded before leaving the kitchen.

JVP
7/19/2013

EXHIBIT B
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. The estimated time for completion is December 31, 2013.

EXHIBIT C
COMPENSATION

Pursuant to this Agreement, the CITY agrees to compensate CONTRACTOR in accordance with the terms and conditions of this AGREEMENT. CITY shall make payment to CONTRACTOR no later than thirty (30) days upon receipt and approval of invoice by CITY for the delivery of meals to the Senior Nutrition Program.

1. Invoices should be submitted to CITY no later than Friday of the delivery week.
2. Per meal cost will not exceed \$4.73 per meal and total compensation will not exceed Eighteen Thousand Seven Hundred and Seventy-Four dollars (\$18,774.00) for the 6-month Term.
3. Payment will be made payable to:

Frank Szeto, d/b/a/a New Orient Restaurant, 2105 Middlefield Way, Suite C, Mountain View, CA 94043.

There shall be no reimbursable expenses under this Agreement.

EXHIBIT D
INSURANCE

CONTRACTOR, at CONTRACTOR's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

Definition:

For purposes of this contract, the following definition applies: City of Milpitas includes the duly elected or appointed officers, agents, employees and volunteers of the City of Milpitas, individually or collectively.

Insurance Required:

No work shall be done under this Contract unless there is in effect insurance required by the Contract and under this section, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain or cause to be maintained adequate workers' compensation insurance as required under the laws of the State of California, for all labor employed by him or by any subcontractor under him who may come within the protection of such worker's compensation laws of the State of California and shall provide or cause to be provided employer's liability insurance for the benefit of his employees.

A. Minimum Scope of Insurance: (Check Mark Indicates Required)

Coverage must be *at least as broad as*:

- (X) Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).
- (X) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (X) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- () Professional Liability or Errors & Omissions Liability insurance appropriate to the contractor's profession.
- () Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. **General Liability:** **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
(Including operations, products and completed operations, as applicable.)
2. **Automobile Liability:** **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation Employer's Liability:** Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee
4. **Professional Liability or Errors & Omissions Liability:** **\$1,000,000** each occurrence
\$1,000,000 policy aggregate

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Milpitas, its officers, officials, employees, and volunteers** are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85), or as a separate owner's policy.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Contractor's insurance and shall not contribute with it.**

3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the City. This provision also applies to the Contractor's Workers' Compensation policy.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30) days' prior written notice (10 days for non-payment)** by certified mail, return receipt requested, has been given to the City. If Contractor's insurer refuses to provide this endorsement, Contractor shall be responsible for providing written notice to the City that coverage will be canceled thirty (30) days after the date of the notice or ten (10) days for non-payment.

E. Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A-VII. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A-X. Exception may be made for the State Compensation Fund when not specifically rated.

F. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on insurance industry forms, provided those endorsements or policies conform to the contract requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

The Certificate with endorsements and notices shall be mailed to: City of Milpitas, Attention: Purchasing, 455 East Calaveras Boulevard, Milpitas California, 95035-5411.

G. Subcontractors

Contractors must include all sub-contractors as insureds under its policies or furnish separate certificates and endorsements for each sub-contractor. All coverage for sub-contractors are subject to all of the requirements included in these specifications.

Absence of Insurance:

If the Contractor allows the insurance to lapse, be cancelled, or be reduced below the limits specified in this article, the Contractor shall cause all work in the Project to cease and any delays or expenses caused due to stopping of work and change of insurance shall be considered

JVP
7/19/2013

Contractor's delay and shall not be considered to increase cost to the City or increase time in which the Project shall be completed.

Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement

EXHIBIT E

SPECIAL PROVISIONS

Retroactive Services.

It is understood and agreed that CONTRACTOR has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by CONTRACTOR prior to the date of this AGREEMENT, CITY agrees to compensate CONTRACTOR for those services in accordance with the terms of this AGREEMENT. However, in no event shall CONTRACTOR be compensated for work performed for CITY prior to July 1, 2013.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
RELATIVE TO SEXUAL SLAVERY DURING WORLD WAR II AND COMMENTS MADE
REGARDING THE SAME ATTRIBUTED TO THE MAYOR OF OSAKA, JAPAN**

WHEREAS, it has come to the attention of the citizens and City Council of the City of Milpitas that the Board of Supervisors for the City and County of San Francisco has resolved on June 18, 2013, to condemn recent statements of the Mayor of Osaka justifying a Japanese state-sponsored system forcing thousands of Asian women into sexual servitude for the Japanese military during World War II; and

WHEREAS, it is also claimed in the aforementioned Resolution that according to international historians, as many as 200,000 women and girls in the Indo-Pacific region, including Korean, Japanese, Chinese, Taiwanese, Indonesian, Dutch, Chamorro, Australian, Vietnamese, American and Burmese, were forced to serve as “comfort women,” a euphemism for sex slaves widely deployed by the Japanese government; and

WHEREAS, it is further claimed in the aforementioned Resolution that in contradiction to well established history and shared values of human decency and respect, the Mayor of Osaka claimed the system of sex slavery for Japanese troops during the Pacific War, 1937-1945 was a wartime “necessity” in order to give members of Japan’s military a chance “to rest”; and

WHEREAS, it is finally claimed in the aforementioned Resolution that the remarks of the Mayor of Osaka have been denounced by a multitude of world governments and censured by U.S. Officials and numerous figures of international notoriety and yet the Mayor of Osaka has refused to disavow or rescind his comments; and

WHEREAS, it has also come to the attention of the citizens and the City Council of Milpitas that the Board of Supervisors for the City and County of San Francisco has resolved to call on President Obama and the U.S. Congress to formally ask the Japanese government to initiate legislation formally acknowledging the wartime atrocities committed by the Japanese government in countries that it invaded and occupied and to apologize to and compensate victims of such Japanese aggression, including the survivors of the forced sexual enslavement during World War II.

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. If found to be true, the City Council is shocked, greatly offended by and condemns the statements and acts of the Mayor of Osaka and the acts committed or condoned by the Japanese government during World War II in implementing a system of “comfort women” who were essentially forced into sexual slavery in Japanese occupied countries and for which the Japanese government has not acknowledged responsibility for or initiated a plan of reparation to the victims of such horrific and inhumane treatment.
3. The City Council calls on President Barack Obama and the United States Congress to conduct a thorough investigation of the facts alleged in the Resolution of the Board of

Supervisors of the City and County of San Francisco and further alleged in reports and articles of various news reporting agencies regarding the comments of the Mayor of Osaka, the acts during World War II of the Japanese government regarding the institution of a system of sexual slavery in Japanese occupied countries during the Pacific War, 1937-1945, and if found to be supported by facts, condemn the comments of the Mayor of Osaka and the acts of the Japanese government in implementing a system of sexual slavery and demand that the government of Japan acknowledge the wartime atrocities committed by its soldiers, apologize for such atrocities and compensate the victims of Japanese aggression, including the survivors of forced sexual enslavement.

- 4. The City Council directs the City Clerk to forward a copy of this Resolution to President Barack Obama, United States Senators Dianne Feinstein and Barbara Boxer, U.S. Secretary of State John Kerry and the Mayor and City Council for the City of Osaka, Japan.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS IN SUPPORT OF RECOGNITION OF JULY 27, 2013 AS THE 60TH ANNIVERSARY OF THE KOREAN WAR ARMISTICE DAY

WHEREAS, on June 25, 1950, the Republic of Korea (ROK, South Korea) was attacked by the armed forces of the Democratic People's Republic of Korea (DPRK, North Korea), which started one of the defining moments of the Cold War; and

WHEREAS, thousands of Bay Area residents, including those residing in what is now the City of Milpitas, answered our country's call to military service by joining the Armed Forces or by working at numerous military bases and military support facilities in the Bay Area; and

WHEREAS, through three years of intense combat, American and allied forces overcame some of the most unforgiving conditions in modern warfare as they weathered bitter winters, punishing heat, and mountainous terrain, and were often outgunned and outmanned; and

WHEREAS, the conflict contributed to some of the most noted battles in United States military history, including the breakout from the Pusan Perimeter, the Inchon invasion, and the battles of Imjin River, Kapyong, Bloody Ridge, Heartbreak Ridge, Old Baldy, White Horse, Triangle Hill, Hill Eerie, Outpost Harry, Pork Chop Hill, Punchbowl, and the Chosin Reservoir; and

WHEREAS, of the 33,686 battle deaths, 2,830 non-battle deaths, and 8,176 troops missing in action, numerous troops were from Santa Clara County, including what is now the City of Milpitas; and

WHEREAS, on May 6, 2013, a State legislative measure was introduced by Senator Hueso, proclaiming July 27, 2013 as Korean Armistice Day, and that Bill is currently active and pending before both houses of the Legislature.

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 Milpitas City Council supports the California Senate and Assembly in recognizing July 27, 2013, as the 60th Anniversary of the Korean War Armistice Day and encourages residents to observe the event with appropriate ceremonies and activities that honor and thank our distinguished Korean War veterans and those who lost their lives for freedom's sake.

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

CITY OF MILPITAS

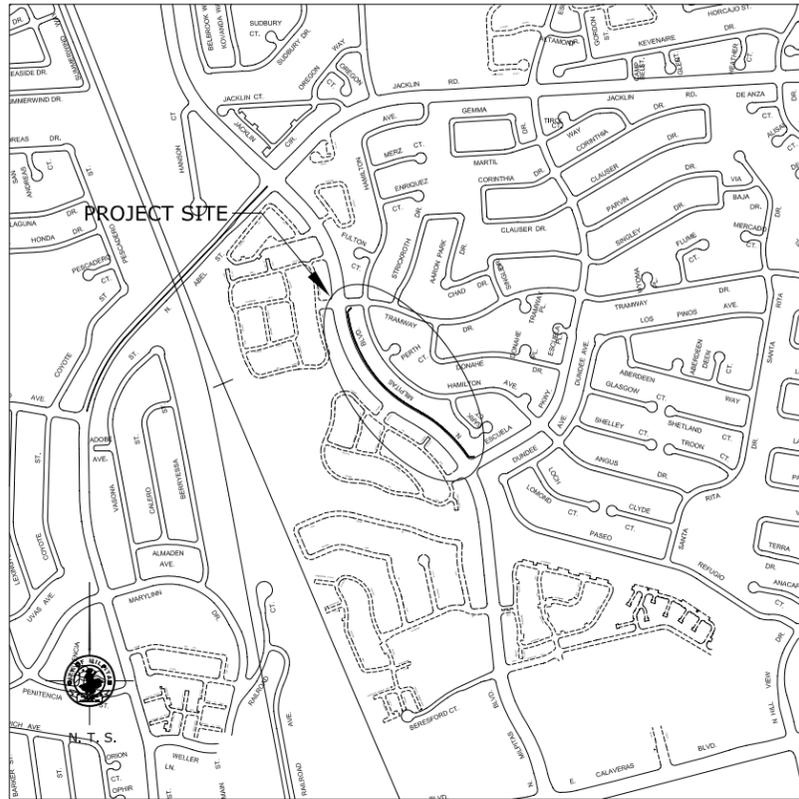
SOUNDWALL RENOVATIONS 2013

Project No. 4267

GENERAL NOTES:

PUBLIC SAFETY AND CONVENIENCE:

1. All Material and workmanship shall fully conform with the Drawings and Specifications, Standards, and Ordinances of the City of Milpitas and the State of California dated July 2006. Standard Drawings and Details are available at the Engineering Department. (408) 586-3300.
2. Project Engineer shall be notified 48 hours prior to the start of any work by the Contractor or Sub-contractors.
3. Contractor shall provide adequate traffic controls including flag persons per specifications and shall submit a traffic control plan subject to the approval of the City Engineer prior to the start of work within the Public Right of Way. The City reserves the right to require modifications to the approved plan in the field.
4. All existing utilities, landscaping, and property, shall be completely restored to the satisfaction of the City Engineer, at Contractor's sole expense.
5. Safety Measures: At all times the contractor shall be solely and completely responsible for conditions of the job site including traffic, public safety, worker safety and property. This requirement shall apply continuously and not just during normal working hours. Contractor shall be responsible to provide for all necessary continuous safety reviews of the conditions. Whenever the Contractor's operations create a condition hazardous to traffic or public, contractor shall furnish, install and maintain appropriate traffic safety devices and signage to prevent accidents or damage or injury to the public.
6. Contractor shall provide all residences advance notice of access needs for Soundwall Work in accordance with specifications requirements. Refer to Specifications, Section E-1.
7. Contractor shall maintain the project site in a neat and professional condition at all times. Contractor shall remove all debris and equipment at the end of each working day.
8. Contractor shall conform to all applicable Occupational Safety and Health Standards and Regulations by the City, State & Federal.



PROJECT NOTES:

1. Contractor shall field verify all dimensions and elevations prior to starting construction. Any conflict with the drawings or specifications shall be immediately brought to the attention of the Project Engineer.
2. Contractor shall take precautions to avoid damaging existing concrete, reinforcing, landscaping and private property during construction.

SYMBOLS:

- - - - - Indicates Property Line
- - - - - Indicates Right of Way
- - □ Indicates Exist. Concrete Wall with Pilasters on Property Line
- - - - - Indicates Easement
- ± Indicates an Approximate Dimension or Elevation. The Contractor is to Verify Information as Required to Complete Construction.

ABBREVIATIONS:

@	At	FN	Finish(ed)	PL	Metal Plate
Ø	Diameter	FND	Foundation	PSF	Pounds per Square Foot
#	Number	FOC	Face of Concrete	PSI	Pounds per Square Inch
AB	Anchor Bolt	FOM	Face of Masonry	P.S.U.E.	Public Service Utility
Approx	Approximate	FS	Far Side		Easement
BF	Boundary Fastening or Braced Frame	FTG	Footing	RAD or R	Radius
		Ga	Gauge	REINF	Reinforced, Reinforcing
BLK	Block	GALV	Galvanized	REQ'D	Required
BLKG	Blocking	HDR	Header	REV	Revision
BLDG	Building	HORIZ	Horizontal	SCHED	Schedule
BOT	Bottom	HSS	Hollow Struct Section	S.E.	Sewer Easement
BOF	Bottom of Footing	HT	Height	SHT	Sheet
CL	Center Line	IBC	International Bldg. Code	SHTG	Sheeting
CBC	California Building Code	INSP	Inspection/Inspector	SIM	Similar
		LS	Lag Screw(s)	SPEC(S)	Specification(s)
CDH	Cast in Drilled Hole	LL	Live Load	SQ	Square
CJ	Construction Joint	LOC	Location	STD	Standard
CLR	Clear	LONGT	Longitudinal	SYM	Symmetrical
CMU	Concrete Masonry Unit	MB	Machine Bolt(s)	TBR	To Be Removed
		MAX	Maximum	T.O.	Top Of
COL	Column	MECH	Mechanical	TOF	Top of Footing
CONC	Concrete	MFR	Manufacturer	T.O.W.	Top of Wall
CONN	Connection	MIN	Minimum	TYP	Typical
CONST	Construction	MISC	Miscellaneous	U.N.O.	Unless Noted Otherwise
CONT	Continuous	NIC	Not In Contract	VERT	Vertical
DBL	Double	No.	Number	w/	With
DET	Detail	NOM	Nominal	W.M.E.	Wall Maintenance Easement
DIAG	Diagonal	NS	Near Side		
DWG	Drawing	NTS	Not To Scale		
(E)	Existing	OC	On Center		
EA	Each	OD	Outside Diameter		
EL	Elevation	OH	Opposite Hand		
EQ	Equal				
EW	Each Way				

CONSTRUCTION OPERATIONS:

1. It shall be the Contractor's responsibility to determine the existence and location of all utilities prior to starting work. The Contractor shall notify utility companies 48 hours prior to construction to field locate utilities as needed. Contact Underground Service Alert (USA) at 800-227-2600 and obtain a reference number. Any added cost on the part of the contractor as a result of the actual locations of existing utilities being different from those shown on the plans shall be borne by the contractor and assumed included in the contract unit price.
2. Contractor shall comply with the provisions of Section D-05, "Sound Control" of the project Specifications. Further, by City of Milpitas Ordinance. The Contractor shall not engage or permit others to engage in any construction related operations including delivery of materials and/or equipment to or from the construction site except within the hours of 8:00 AM to 7:00 PM on weekdays and weekends. No construction is permitted on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Work hours are 8:00 AM to 5:00 PM, Monday to Friday unless otherwise authorized in writing by the City Engineer.
3. Contractor shall comply with the City's Non-point Source Pollution Prevention Ordinance and The Storm Water Pollution Prevention Plan Best Management Practices (BMP) for this project.
4. Contractor shall meet with project Inspector and sign off quantities within 48 hours of completing each segment.
5. Contractor is responsible for verifying quantities and shall obtain an approved Change Order prior to exceeding estimated quantities.
6. Sidewalks, pedestrian and private property areas shall be swept clean at the end of each day.
7. Sidewalks and driveways shall not be blocked without prior approval from the City Engineer.

LOCATION OF UTILITIES:

LOCATION OF UTILITIES SHOWN IS ONLY APPROXIMATE. DETERMINATION OF THE ACTUAL LOCATION IS THE RESPONSIBILITY OF THE CONTRACTOR.

CONTACT **USA** 1-800-227-2600

DRAWING INDEX:

- 1 COVER SHEET
- 2 - 3 N. MILPITAS BLVD. SOUND WALL PLANS
- 4 BLUEPRINT FOR A CLEAN BAY

Designer's Stamp 	Record Drawings	Revisions	CITY OF MILPITAS ENGINEERING DIVISION SOUNDWALL RENOVATIONS 2013 Project No. 4267	PROJECT NO. 4267
	Project Engineer: _____ Date: _____	Num. Description Engr. Appr. Date		DRAWING NO.
	Designer: _____ Date: _____	Drawn By: <u>NF</u> Date: <u>8/6/2013</u>		E.P. NO. 2-1177
	Public Works Inspector: _____ Date: _____	Checked By: <u>JW</u> Date: <u>8/6/2013</u>		SCALE: N.T.S.
Public Improvements Initially Accepted by the City Council on: _____	Designed By: <u>JW</u> Date: <u>8/6/2013</u>	RECOMMENDED FOR BIDDING BY: _____ DATE: _____ Steve Erickson, CIP Manager	APPROVED FOR BIDDING BY: _____ DATE: _____ Jeff Moneda, Public Works Director/City Engineer	SHEET <u>1</u> of <u>4</u>

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF MILPITAS GRANTING PROGRAM FUNDS FOR THE
DISTRIBUTION OF 2010 HOMELAND SECURITY GRANT FUNDS**

This agreement is made May 16, 2011, by and between the County of Santa Clara (County) and the City of Milpitas (City) for the distribution of 2010 Homeland Security Grant Program Funds.

RECITALS

WHEREAS, the State Homeland Security Program (SHSP, CFDA #97.073) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS), and the National Response Framework (NRF);

WHEREAS, the State has designated the County of Santa Clara as the Operational Area for purposes of distributing SHSP Grant funds to the cities, special districts and other entities within the County. An Anti-Terrorism Approval Body (County Approval Authority) has been appointed for the purpose of approving the distribution of SHSP funds at the Operational Area level;

WHEREAS, on October 25, 2010, the California Emergency Management Agency awarded the County a 2010 Homeland Security Grant of \$3,784,772. The allocation of the SHSP grant funds, \$3,784,772, will be determined by the County Approval Authority in accordance with the grant guidelines; and

NOW THEREFORE, the parties agree as follows:

THE AGREEMENT

Article I. Payment

1. Payment Eligibility

Unless otherwise approved in advance by the Grants Administrator, County Office of Emergency Services, only an actual cash disbursement by the City for a claimed expense is eligible for reimbursement by the County for projects as approved and specified in Exhibit A, SHSGP Allocated Project Funding, which is attached and hereby incorporated into this Agreement.

2. Amount of Payment

The County will provide the City, unless otherwise specified, with the equipment, supplies and/or other resources as set forth in Exhibit A, SHSGP Allocated Project

Funding. Specifications for such equipment shall be provided by the City's requesting agency to the County for the appropriate procurement process. City's requesting agency will be notified when the procurement process is complete for final approval of equipment prior to the order being placed. If, through previous agreement with the County, the City is to procure their equipment, performance milestone dates will apply (refer to Article 2, Section 3). The County may reallocate SHSP funds as specified in Article 1, section 3 of this Agreement. County does not guarantee a minimum payment to the City.

Funds in the amount of \$681,886 have been set aside for the training program and \$147,500 for the exercise program from the total Homeland Security grant to be allocated during the term of this Agreement. The Office of Emergency Services will allocate training and exercise funds to agencies as determined by the Training/Exercise Advisory Group.

Authorized personnel budgets are allowable within the Sheriff's Office, County Office of Emergency Services, Central Fire, and Public Health Emergency Medical Services. The personnel budget for these departments will reflect the expenditure authority. Reimbursement for actual cash disbursements will be requested through the County Office of Emergency Services. Based on the preference of the Department/Agency, reimbursement requests may be requested on a monthly or quarterly basis. For County Departments, reimbursement will be made via inter-county transfer. For all others, a county warrant will be issued.

2. Maximum Amount Payable

Subject to the availability of funds and the priorities established by the County Approval Authority, the maximum amount of SHSP Grant funds payable by the County to the City under this Agreement must not exceed the total amount of the 2010 Homeland Security Grant as allocated by the County Approval Authority.

3. Reallocation of SHSP Grant Funds

For the purpose of maximizing the resources available for disaster preparedness within the Operational Area, the City agrees that the County Approval Authority may reallocate funds under this agreement to the City or to another applicant if County determines that a City is unable to utilize the amount allocated under this Agreement. County may base its determination on factors that include, but are not limited to the following: delivery timelines, fund expenditure capabilities, and timeliness of expenditure. County will notify the City in writing of any determination to reallocate funds, by issuing a "Notice of Reallocation." The funds will be put forth to the County Approval Authority for reallocation. The City agrees that the County has the authority to increase or decrease the maximum amount payable under this Agreement as specified in the Notice of Reallocation document without liability and County has the authority to amend Exhibit A, "SHSGP Allocated Project Funding," accordingly.

Upon issuance, the Notice of Reallocation will automatically become part of this

Agreement.

Article II. Use of Funds.

1. Scope of Services

- (a) If the City has been allocated funding for a project, Exhibit A, "SHSGP Allocated Project Funding," will serve as the basis for the project. A further detailed description may be necessary and will be requested by the County if needed to be incorporated by reference herein. If future funding is allocated, the City will provide a detailed description of the approved project to be attached hereto and incorporated by reference herein.
- (b) The City will use the funds granted under this Agreement only for the purpose of obtaining equipment, training and exercise and implementing applicable programs authorized under the 2010 Homeland Security Grant Program.
- (c) The City will use funds and equipment granted under this Agreement in a manner consistent with:
 - 1. the applications submitted by the County to the State for the grant under this Agreement;
 - 2. the grant guidance issued by the State for the grant under this Agreement; and
 - 3. the notifications issued by the State of the approval of the grant under this Agreement.
- (d) The documents described in Article II 1(c) (1)-(3) of this Agreement (collectively the "State Grant Requirements") are on file with the County and the granting agencies of the State, and are hereby incorporated into this Agreement. The City hereby acknowledges that it has received a copy of the State Grant Requirements.

2. Master Grant Obligations

- (a) The City agrees to comply with all applicable requirements and assurances contained in the State Grant Requirements and attached as Exhibit B, "Grant Assurances". The City may designate vendors or sub-recipients to fulfill these obligations, including all State Grant Requirements and Grant Assurances.
- (b) If any provisions of this Agreement conflict with the State Grant Requirements, the provisions of the State Grant Requirements will control.
- (c) The City shall establish and maintain administrative, programmatic and fiscal management records in accordance with federal and state requirements, and:
 - 1. Maintain financial management systems that support grant activities in accordance with federal and state requirements, including but not limited to

requirements in 44 Code of Federal Regulations (“C.F.R.”) Part 13.20, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part II, Chapter 3.

2. The County of Santa Clara will provide and affix equipment tracking numbers for all equipment purchased through our procurement process. Using the County issued tracking number, the City will maintain an equipment tracking ledger that tracks the equipment within their City/Town and complies with federal and state requirements, including but not limited to requirements in 44 C.F.R. Parts 13.32 and 13.33, and the Office of Justice Programs Financial and Administrative Guide for Grants, Part III, Chapter 6.
- (d) The City/Town will ensure that any sub-recipients or contractors with which the City/Town enters any agreement comply with the certification requirements under 44 C.F.R. Part 13.35, “Sub-Awards to Debarred and Suspended Parties.”

3. **Performance and Reporting Requirements**

- (a) If previously approved by the County and the City is conducting the purchasing process, the City will comply with the performance milestone dates as indicated on Exhibit A, “SHSGP Allocated Project Funding.”
- (b) Performance reports, indicating the status of outstanding projects are due to the County representative identified in Article V, Section 1 as follows:

Performance Period 1 (May 31, 2011 – December 31, 2011) – due by January 15, 2012
Performance Period 2 (January 1, 2012 – June 30, 2012) – due by July 15, 2012
Performance Period 3 (July 1, 2012 – December 31, 2012) – due January 15, 2013
- (c) The County will provide the City with a report template (Exhibit C, “Performance Report”), and the City will utilize the template.
- (d) Payments made by County to the City are conditioned upon the timely receipt of applicable, accurate and complete reports, including supporting documents, to be submitted by the City.
- (e) The City will notify the County representative identified in Article V, Section 1, within 15 days, when the City has completed all performance obligations for these grants.
- (f) City will provide single audit reports to County by July 31st of every fiscal year.

4. Disallowances

- (a) Unless otherwise approved in advance by Grants Administrator, County Office of Emergency Services, the County will not process any claims for reimbursement submitted by City without proof of actual cash disbursement by City for expenses claimed.
- (b) During the term of this Agreement, County is not obligated to honor any claim for payment that is submitted more than three months following the date of the service for which payment is requested.
- (c) All requests for reimbursement must be submitted by December 31, 2012. County will not process any claims submitted after this date.

Article III. Term and Termination.

1. Term of Agreement

This Agreement is effective from May 16, 2011 through December 31, 2012.

2. Termination

- (b) Either party may terminate this Agreement for cause upon written notice to the other. Cause includes, but is not limited to a material breach of this Agreement, or a violation of any applicable laws.
- (b) Opportunity to cure. The non-breaching party will give written notice of the breach to the breaching party, specifying the breach. The breaching party will not be deemed in default hereunder and the non-breaching party will not institute proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after the giving of such notice of breach or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching party has commenced such cure, correction or remedy within such thirty (30) day period and diligently and continuously pursues such cure, correction or remedy.
- (c) If this Agreement is terminated, the City will return funding in accordance with grant guidelines.
- (d) Budget Contingency
This Agreement is contingent upon the appropriation of sufficient funding by the state and County for the services covered by this Agreement. If funding is reduced or deleted for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

Article IV. Liabilities.

1. Mutual 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 the County and the City agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify 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 by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees 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, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

Article V. Miscellaneous.

1. Notice

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

To the City:

Fire Chief
City of Milpitas Fire Department
777 S. Main Street
Milpitas, CA 95035

To the County:

Roslyn Fuller
Administrative Services & Grants Manager
County of Santa Clara, Office of Emergency Services
55 W. Younger Ave., Suite 450
San Jose, CA 95110

2. **Compliance and Nondiscrimination**

The parties will comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504), the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), and California Labor Code sections 1101 and 1102. The parties will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will the parties discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

3. **Governing Law**

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

4. **Assignment**

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

5. **Entire Agreement**

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

6. **Amendments**

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

7. **Counterparts**

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

8. **Severability**

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

9. Waiver

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply solely to the specific instance expressly stated.

10. Conflict of Interest

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

11. Certified Resolution of Signature Authority

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

Signed:

COUNTY OF SANTA CLARA

CITY OF GILROY

By _____
Emily Harrison
Deputy County Executive

Date

By _____
Thomas C. Williams
City Manager

Date

Approved as to Form and Legality:

Approved as to Form and Legality:

Kimberly Thomas Rapp
Deputy County Counsel

City Attorney

- Exhibit A 2010 SHSP Project Funding
- Exhibit B Grant Assurances
- Exhibit C Performance Report Template

State Proj #	Disc.		Requesting Agency	Title	Funded Amount	State Required Performance Milestone Reports Due Date		
B	GA	Planning	SCCo OES	Training/Exercise Coordinator	\$ 5,000			
B	GA	Trng	SCCo OES	Training/Exercise Coordinator	\$ 55,000			
B	GA	Exer	SCCo OES	Training/Exercise Coordinator	\$ 30,000			
B	EMS	Planning	SCCo EMS	Contractor	\$ 50,000			
C	All	Trng	All	Training - supply costs	\$ 57,000			
C	All	Trng	All	Training - Overtime	\$ 203,759			
C	All	Trng	All	Training - Backfill	\$ 203,757			
C	All	Trng	All	Training - Travel	\$ 217,370			
D	All	Exer	All	Exercise - supply costs	\$ 26,000			
D	All	Exer	All	Exercise - Overtime	\$ 57,875			
D	All	Exer	All	Exercise - Backfill	\$ 57,875			
D	All	Exer	All	Exercise - Travel	\$ 5,750			
E	EMG	Planning	SCCo OES	CADRE Network	\$ 194,000			
E	EMG	Planning	SCCo OES	EVC	\$ 100,000			
E	EMG	Equip	SCCo OES	Animal Preparedness	\$ 12,000			
F	Law	Equip	All Law	Ballistic Helmets w/Faceshields	\$ 590,273	11/30/2011		
F	Fire	Equip	Co. Fire	Scott Cap-1 CBRN Canister, NIOSH Approved	\$ 25,000	11/30/2011		
F	Fire	Equip	Co. Fire	NFPA 1994 Class 3 CBRN Terrorism Incident Protective Coverall Ensemble	\$ 45,000	11/30/2011		
F	Fire	Equip	Mt. View Fire	Level A Suit with Flash Protection	\$ 12,000	11/30/2011		
F	Fire	Equip	Mt. View Fire	Level B Suit	\$ 8,400	11/30/2011		
G	PCS	Equip	County Communications	VoIP Telecommunications System	\$ 406,000			
G	EMS	Equip	EMS	Portable Radios	\$ 50,000			
G	Law	Equip	Los Altos PD	Antenna Combining Equipment, Base Station Antenna	\$ 15,077			
G	Law	Equip	Los Altos PD	UHF Voting Receiver/Comparator	\$ 37,145			
G	Law	Equip	Los Altos PD	Base Station Radios	\$ 145,739			
G	Law	Equip	Los Altos PD	Battery Back-Up Power System	\$ 12,455			
G	Law	Equip	Los Altos PD	Installation	\$ 31,895			
G	Law	Equip	Los Altos PD	Shipping Charges	\$ 2,889			
G	Law	Equip	City of Palo Alto	Innergy IPS200 Portable Charging Stations	\$ 5,400			
G	Law	Equip	City of Palo Alto	Sylech RIOS SR-4003 Portable Interoperability System (for RTU-1000)	\$ 17,000			
G	Fire	Equip	So. County Fire	Base Radio Stations	\$ 60,000			
G	Fire	Equip	So. County Fire	Base Radio Stations	\$ 35,000			
G	Fire	Equip	So. County Fire	Antenna/Tower	\$ 10,000			
G	Fire	Equip	So. County Fire	Repeaters	\$ 20,000			
G	Fire	Equip	So. County Fire	Satellite Telephones w/indoor use antenna & adapter/charger	\$ 15,000			
G	Fire	Equip	City of Santa Clara Fire	Kenwood Mobile Radios	\$ 15,000			
G	Fire	Equip	City of Santa Clara Fire	Bendix King Portable Radios	\$ 6,200			
G	Fire	Equip	City of Santa Clara Fire	Individual/Portable Radio Receivers	\$ 10,585			
H	EMS	Equip	EMS	Mobile Command Vehicle	\$ 75,000	11/30/2011		
H	Law	Equip	Sheriff's Office	Command Boards	\$ 12,000	11/30/2011		
H	Law	Equip	Sheriff's Office	Portable Light Tower	\$ 20,000	11/30/2011		
H	Fire	Equip	County Fire	Portable Light Towers	\$ 40,000	11/30/2011		
H	Fire	Equip	Co. Fire	Stihl TS700 Saws	\$ 4,800	11/30/2011		
H	Fire	Equip	Co. Fire	Hilti Diamond Blades	\$ 20,550	11/30/2011		
H	Fire	Equip	Co. Fire	ICS 680GC 14" Chain Saw	\$ 10,000	11/30/2011		
H	Fire	Equip	Co. Fire	Spare Bars & Chains	\$ 5,000	11/30/2011		
H	Fire	Equip	Co. Fire	Pomeroy Core Drill Kit	\$ 12,000	11/30/2011		
H	Fire	Equip	Co. Fire	Pomeroy 2.5" OD Drill Bits	\$ 1,600	11/30/2011		
H	Fire	Equip	Co. Fire	Pomeroy 3" OD Drill Bits	\$ 1,000	11/30/2011		
H	Fire	Equip	Co. Fire	XAIR Compressor Kits	\$ 25,000	11/30/2011		
H	Fire	Equip	Co. Fire	Heavy Duty Electrical Cords & Adapters	\$ 4,000	11/30/2011		
H	Fire	Equip	Co. Fire	Hilti Dry Diamond Coring System	\$ 8,800	11/30/2011		
H	Fire	Equip	Co. Fire	Hilti Bits	\$ 2,250	11/30/2011		
H	Fire	Equip	Co. Fire	Stihl MS 460 R Rescue Saws	\$ 5,000	11/30/2011		
I	Fire	Equip	City of Santa Clara Fire	Weather Surveillance Equipment	\$ 15,888	11/30/2011		
I	Fire	Equip	Mt. View Fire	Hazardous Gas Detection Equipment	\$ 30,640	11/30/2011		
J	EMS	Equip	EMS	Triage Tags	\$ 11,000			
					\$ 3,155,772			
A	Other		OES	M/A - Grants Manager	\$ 100,000			
A	EMS		EMS	Salary Costs for CMTF EMS Position	\$ 160,000			
A	Fire		SCCo FIRE	Salary Costs for CMTF Fire Position	\$ 192,000			
A	Law		Sheriff's Office	Salary Costs for CMTF Law Position	\$ 177,000			
					\$ 629,000			\$ 3,784,772
K	MMRS		City of San Jose	Diazepam 10mg Autoinjectors (15/case) - 60 cases	\$25,687	11/30/2011		
K	MMRS		City of San Jose	Airway Bags - 20 each	\$6,420	11/30/2011		
K	MMRS		City of San Jose	Stryker 6252 Stair Pro Custom - 12 each	\$33,728	11/30/2011		
K	MMRS		City of San Jose	Stryker Stair Chair Locking Rear Lift Handles - 12 each	\$418	11/30/2011		
K	MMRS		City of San Jose	Stryker Stair Chair Polypropylene-Restraint Set - 12 each	\$696	11/30/2011		
K	MMRS		City of San Jose	Stryker Stair Chair Removable Head Support 6252 - 12 each	\$747	11/30/2011		
K	MMRS		City of San Jose	Laerdal ALS Simulator - 5 each	\$58,651	11/30/2011		
K	MMRS		City of San Jose	Laerdal VitalSim - 5 each	\$13,638	11/30/2011		
K	MMRS		City of San Jose	Intro ALS Simadv Custsite - 1 each	\$3,923	11/30/2011		
K	MMRS		City of San Jose	ALS Simulator Extended Warranty - 1 year	\$7,072	11/30/2011		
K	MMRS		City of San Jose	ALS Simulator Bleeding Trauma Module - 1 module	\$2,182	11/30/2011		
K	MMRS		City of San Jose	ALS Simulator MegaCode Trauma Module Set - 1 module	\$2,182	11/30/2011		
K	MMRS		City of San Jose	Planning Position	152,553	11/30/2011		
K	MMRS		City of San Jose	Mgmt/Admin	9,522	11/30/2011		

California Emergency Management Agency

FY2010 Grant Assurances
(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
16. Will comply with all Federal and State Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
 - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member

of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
 - a. The applicant certifies that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 - Department of Justice, Office of Justice Programs
 - ATTN: Control Desk
 - 633 Indiana Avenue, N.W.
 - Washington, D.C. 20531
- f. Notice shall include the identification number(s) of each affected grant. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Performance Report
FISCAL YEAR 2010 Homeland Security Grant Program

Reporting City: _____

Performance Period: from _____ to _____
(see Agreement with County for Performance Period date)

Mailing Instructions: Please complete the performance report and return it by _____
to: (see Agreement with County for Performance Period dates)

Santa Clara County Office of Emergency Services
Attention: Roslyn Fuller
55 West Younger Ave, Suite 450
San Jose CA, 95110

Questions regarding the completion of this performance report should be directed to Santa Clara County Office of Emergency Services (408)808-7811. Questions can also be sent via email to roslyn.fuller@oes.sccgov.org. Reports can be faxed to (408)294-4689, with a hard copy of the report mailed to the above address.

Part I –City Contact Information

Authorized person who is responsible for completing this form:

Name _____

Title _____

Mailing
Address _____

Phone _____ Fax _____

e-mail _____

Part II – Project Activities

Directions: Complete the following items to reflect activities completed in your city during this reporting period.

1. Project Title: _____

2. Please explain the actions/processes being taken and estimated completion date.

Part III – Signature of Preparer

I certify that I have prepared this report with the most timely and accurate information available.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

AMENDMENT NO. 3 TO AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF MILPITAS
CDM SMITH INC.

This Amendment No. 3 is entered into this 6th day of August, 2013, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and CDM Smith Inc., a Massachusetts corporation registered in the State of California (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement entitled "CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF MILPITAS AND CAMP DRESSER & McKEE, INC." dated August 3, 2009 ("Agreement"); and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on October 18, 2011 to increase the compensation from a total not to exceed amount of \$19,880.00 to \$29,910.00 and amend the scope of services to include 2009 Subtitle D review; and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on February 21, 2012 to increase the compensation from a total not to exceed amount of \$29,910.00 to \$38,620.00 and amend the scope of services to include 2010 Subtitle D review; and

WHEREAS, on December 8, 2011 CONSULTANT filed an Articles of Amendment with the State of Massachusetts to change the corporate name from Camp Dresser & McKee, Inc to CDM Smith Inc.; and

WHEREAS, the parties desire to amend the Agreement to increase the compensation to provide for additional CONSULTANT services;

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

1. Section 1.1, entitled "Term of Services" is amended by adding Exhibit "A-3", which is attached hereto and incorporated by reference herein.
2. Section 2, entitled "Compensation" is amended to add \$16,780 in Exhibit "B-3", which is attached hereto and incorporated by reference herein. Section 2 is further amended to read as follows:

"City hereby agrees to pay CONSULTANT a guaranteed maximum

price not to exceed fifty five thousand four hundred dollars (\$55,400) for all services to be performed and reimbursable costs incurred under this Agreement.”

3. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated August 3, 2009 between CONSULTANT and CITY throughout the term of the Agreement. CONSULTANT shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
4. CDM Smith Inc. acknowledges and agrees that the corporate name of Camp, Dresser & Mckee, Inc. was changed to CDM Smith, Inc. on December 8, 2011 and CDM Smith Inc., agrees to each and every term and condition of the amended Agreement and assumes all responsibility and liability under the amended Agreement.
5. All other provisions of the amended Agreement shall remain in full force and effect.

This Amendment is executed as of the date written on Page 1.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Mari Garza-Bird, Vice President

Jeff Moneda, City Engineer

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney

Exhibit A - 3
(Scope of Consultant's Duties and Services)

Introduction

The purpose of this scope of work is to describe the tasks required to evaluate the claims submitted by Republic Services (Republic) for reimbursement of costs incurred due to regulatory changes at the Newby Island Landfill for calendar years 2011 and 2012. CDM Smith will evaluate the claims for consistency with the provisions of the Disposal Agreement between Republic and the City of Milpitas (City) dated September 2, 1986. The claim evaluation process will consist of CDM Smith assessing documents prepared by Republic justifying the claim, and reviewing the appropriate permits and regulations governing the landfill disposal operations.

Task 1 – Review of Republic Services Documentation

Republic has developed and submitted to the City of Milpitas information documenting their request for cost reimbursement due to regulatory changes at the Newby Island Landfill for the years 2011 and 2012. Upon receipt of the documentation, CDM Smith will evaluate the applicability of the claim presented for reimbursement. The claim will be evaluated with respect to the criteria established in the Disposal Agreement between the City and Republic.

Task 2 – Letter Report Preparation

Separate draft letter reports will be prepared for the two claim periods, documenting the evaluation performed under Task 1. The letter report will consist of four sections; Introduction, Regulatory Framework, Vendor Invoice Analysis, and Claim Calculation. The final report will be prepared after receipt of City and Republic review comments.

Task 3 – Project Meetings

CDM Smith will participate in a project meeting with the City to review the findings of the 2011 and 2012 claim reviews. The purpose of the meeting is to discuss significant issues identified in CDM Smith's evaluation of Republic's claim. This meeting would be scheduled after receipt of comments from Republic on the draft letter report.

If necessary, a meeting or conference call will be held with Republic to resolve any issues identified in Republic's review of CDM Smith's draft report. The objective of the meeting is to develop a consensus on the applicability of all claim items. The final report will be prepared, incorporating decisions made at this meeting, to complete the claim reimbursement process.

Schedule

The Task 2 draft letter report for the 2011 claim period will be submitted within 4 weeks of the receipt of the Notice to Proceed (NTP) from the City. The Task 2 draft letter report for the 2012 claim period will be submitted within 6 weeks of the receipt of the NTP from the City. Meetings will be scheduled by the City as needed to facilitate the claim reimbursement project.

Professional Team

Wayne Pickus, PE- Project Manager

Mr. Pickus has over 30 years of experience in the areas of sanitary landfill engineering and waste management. His responsibilities have involved the planning and engineering of solid waste

management facilities including sanitary landfills, sludge processing facilities, transfer stations, material recovery facilities, and recycling centers. Mr. Pickus has performed the role of site operations engineer at four sanitary landfills and hazardous waste disposal sites over an eight-year period ranging in size from 2,000 to 13,000 tons per day. He has extensive experience working within the regulatory environment governing the permitting and operation of sanitary landfills in California. Mr. Pickus has conducted reimbursement claim reviews for the Newby Island Landfill every year since 1989.

James Kim, PE - Staff Engineer

Mr. Kim has performed the review of Allied's (Republic's) claim for reimbursement due to regulatory since the 2007 and 2008 reporting periods. He is an environmental engineer experienced with hydraulic evaluation of water distribution systems and pump stations, master plans and the design of distribution pipelines. Mr. Kim has experience with the state and Federal environmental regulations governing water treatment and waste management facilities.

**Exhibit B-3
Compensation Schedule**

Task Description		CDM Smith 2011 and 2012 Claim for Reimbursement; Newby Island Landfill ^{1, 2}					CDM Smith Labor Costs (\$)	Subcon sultant	ODCs (\$)	TOTAL (\$)
		Project Manager	Staff Engineer (Grade 4)	Word Processing	Admin	CDM Smith Hours				
		\$240/hr	\$150/hr	\$95/hr	\$95/hr					
Task 1 - Review of 2011 Claim										
1.1	Review of Republic Services Documentation	2	18	0	0	20	\$3,180	\$0	\$0	\$3,180
1.2	Letter Report Preparation	2	15	4	4	25	\$3,490	\$0	\$100	\$3,590
1.3	Project Meetings	4	6	0	0	10	\$1,860	\$0	\$0	\$1,860
Task 2 - Review of 2012 Claim										
2.1	Review of Republic Services Documentation	2	18	0	0	20	\$3,180	\$0	\$0	\$3,180
2.2	Letter Report Preparation	2	15	4	4	25	\$3,490	\$0	\$100	\$3,590
2.3	Project Meetings	2	6	0	0	8	\$1,380	\$0	\$0	\$1,380
Total		14	78	8	8	108	\$16,580	\$0	\$200	\$16,780

¹The total all-inclusive maximum price for Tasks 1, 2 and 3, as described in Exhibit A-3, is not to exceed \$16,780. The CITY shall pay CONSULTANT monthly based on actual hours of service provided during the invoice period. Bill rates will be applied as indicated above and on the Exhibit B-3 Compensation Schedule. Escalation of billing rates will be allowed as presented on Exhibit B-3.

²Escalation Clause

Prices shall not change, unless there is a price decrease, during the initial contract term. However, the consultant may request, and the City may allow, subject to approved budgeted appropriations, a price increase effective on the anniversary of each renewal term. The consultant must submit to City, sixty (60) days prior to renewal, evidence to justify requests for price increases.

Requests for price increases shall not exceed the annual change in the Consumer Price Index (CPI-U) for All Urban Consumer, US City Average. All items, index based on the latest available listing prior to contract renewal period. For the initial contract period, this would be the CPI-U index in effect as of August 8, 2013 to August 7, 2014 contract period. This same method will be used for renewal period, if awarded, utilizing the future CPI-U Index listings.



**Center for
Public Safety
Excellence**

**4501 Singer Court, Suite 180
Chantilly VA 20151
(866) 866-2324 T
(703) 961-0113 F
www.publicsafetyexcellence.org**

**The Center presents a proposal
to the**

**Milpitas Fire Department
777 South Main Street
Milpitas, California 95035
(408) 586-2811**

**Brian E. Sturdivant
Fire Chief**

for a

**Integrated All Hazards Risk Assessment
&
Standards of Cover Facilitation Process**

June 19, 2013



Milpitas Fire Department, California

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Overview

The Center for Public Safety Excellence, Inc. (hereinafter referred to as "the Center") is a non-profit 501(c)(3) corporation with a mission to promote excellence within the fire service through continuous quality improvement. The Center achieves this mission through a variety of mediums including two distinct programs offering agency accreditation and professional credentialing, as well as other projects that enhance training, quality, and information available to fire and emergency service agencies and their personnel.

The Center and their Board of Directors promotes and awards accreditation to fire service agencies throughout the world, when the established criteria and standards have been met or exceeded. The Center realizes that not every agency which enters the self assessment process will follow it to completion for an award as an Accredited Agency. The underlying goal of the self assessment process has been to professionalize and empower the fire service in their constant advance toward improvement. The Center promotes the belief that any agency participating in this accreditation process will benefit, whether or not the specific fire service agency actually achieves the award of accreditation.

The Center and its corporate Board of Directors heard the concerns of the Fire Service and responded with a new program designed to assist fire service agencies in facilitating improvement mechanisms and processes that could lead to a more involved and comprehensive self assessment process. Many agencies lack the resources, or need additional contact with professionals who can help them resolve the complicated or confusing issues facing today's fire service. As a result, the Technical Advisor Program was created by the Board in the fall of 2005 to facilitate continuous improvement and provide assistance to fire service agencies.

The purpose of the Technical Advisor Program is to coach, guide and facilitate the self assessment process including strategic planning, integrated hazards and risk assessment, standards of cover and/or specific internal programs. Fire service agencies who desire to improve their ability in measuring and improving their organization may benefit from the services offered by the Technical Advisor Program. One of the many projects offered under the Technical Advisor Program is to assist an agency in initiating and effectively progressing through a Standards of Cover process.



The Center's Technical Advisor Program has been designed to assist fire service agencies:

- With their involvement in all or parts of the accreditation self assessment process;
- In resolving or analyzing identified issues;
- In facilitating training and planning sessions, and;
- In providing or recommending additional education and professional development.

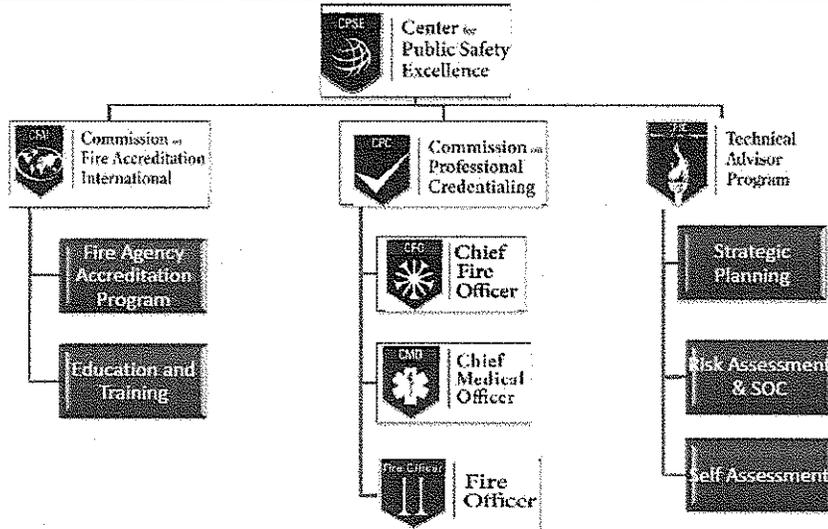
For further information regarding the Center for Public Safety Excellence, Inc. or other programs offered, please contact:

CPSE Corporate Headquarters: Paul D. Brooks, CFO
Executive Director
Center for Public Safety Excellence
4501 Singer Court, Suite 180
Chantilly, VA 20151
Telephone: (866) 866-2324
International: (703) 691-4620, Ext. 208
FAX: (703) 961-0113
Email: paul@publicsafetyexcellence.org
Web Site: www.publicsafetyexcellence.org

Contact Person: Richard K. Fagan, CFO
Technical Advisor Program Manager
Center for Public Safety Excellence
4501 Singer Court, Suite 180
Chantilly, VA 20151
Telephone: (913) 904-8292
International: (703) 691-4620, ext. 201
FAX: (703) 961-0113
Email: rfagan@publicsafetyexcellence.org
Web Site: www.publicsafetyexcellence.org



CPSE ORGANIZATIONAL CHART





Project Philosophy

The purpose of the Center's Technical Advisor Program is to coach, mentor, guide, and assist fire service agencies. This proposal for an Integrated All Hazards Risk Assessment and Standards of Cover Process Facilitation outlines the assistance that can be provided to the fire service agency toward achieving their goal of completing a Risk Hazard Analysis and conducting the study necessary to measure current and future resource needs.

The Center defines the Standards of Cover document as:
"Those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an agency."

Most fire service agencies desire a process that allows them to identify exactly how well they are able to meet the community's needs and expectations for emergency services delivery. An effective Integrated All Hazards Risk Assessment and Standards of Cover process affords an organization's employees the opportunity to become involved and participate, enhances teamwork and cooperation, and provides a basis for measuring organizational performance. The planning element of the process becomes the instrument for managing and tracking progress.

"Planning is bringing the future into the present so that you can do something about it now"

*Alan Lakein
Time Management Expert*

It has been the Center for Public Safety Excellence's experience that the most successful self assessment efforts have involved members from all ranks and positions within a fire service agency. The Center's self assessment model's process focuses on identifying systems and resources available to provide emergency services; measuring the effectiveness of each service delivery program and developing plans for continuous improvement. Unlike traditional agency evaluation processes performed by third party consultants, the Center's self assessment process requires the fire service agency to become the experts in determining baseline performance and developing benchmarks for future performance. A comprehensive community and agency assessment, guided by experienced facilitation and executed by the fire service agency's committed personnel, will ultimately translate into improved effectiveness, efficiency and better quality of services being delivered.



Scope of Work

The Center for Public Safety Excellence, Inc. (CPSE) will initiate the Integrated All Hazards Risk Assessment and Standards of Cover Process Facilitation for the Milpitas Fire Department, California with the following objectives.

Objective No. 1: SOC Process, Current Deployment and Community Hazard and Risk Assessment Instruction

Two CPSE Technical Advisors will provide instruction of the CFAI Standards of Cover Workshop and a review of the *CFAI Standards of Cover, 5th Edition* text to the agency's Integrated All Hazards Risk Assessment and Standards of Cover (SOC) development team. Additional training will include properly documenting the Standards of Cover manual and use of the CPSE SharePoint website for document submission and review. Critical tasks for this objective include:

1. Reviewing of *CFAI Standards of Cover, 5th Edition*, The SOC process;
2. Reviewing of *CFAI Standards of Cover, 5th Edition*, Description of the community served and current fire rescue deployment;
3. Reviewing of *CFAI Standards of Cover, 5th Edition*, Integrated All Hazards Risk Assessment;
4. Providing documentation and software training to all agency team members; and
5. Reviewing work plan with all agency SOC team members.

Completion of Objective No. 1 is estimated at three (3) days.

Objective No. 2: Current Deployment Analysis

Guided by a CPSE technical advisor by means of web conference, the agency's SOC team will conduct the research and draft of the following components of Module 1 of the Agency's Standards of Cover (SOC) manual.

1. Community Served - requires an overview of the service area, community and services that are currently provided. This includes the expectations of the community and its leaders.
 - A. Description of Area Served
 - 1) Topography/Geography/Characteristics
 - 2) Population Served
 - 3) Basic Land Use of Area Served
2. Review of Current Services Provided



- A. Fire
 - B. Emergency Medical Services (EMS)
 - C. Rescue (light, medium, heavy)
 - D. Hazardous Materials
 - E. Aviation Rescue and Fire Fighting (ARFF)
 - F. Wildland
 - G. Service Calls
- 3. Community Expectations
 - A. Review of Community Expectation of the Fire Service Agency
 - 4. Performance Goals
 - A. Benchmark Goals
 - 5. Existing Deployment - requires the mapping, measurement and understanding of the existing deployment.
 - A. Brief History of Delivery System
 - B. Points of Service Delivery
 - C. Current Resources Deployed
 - D. Current Staffing
 - E. Current Capabilities

Completion of Objective #2 is estimated at thirty (30) days, assuming that the agency has a GIS component available.

Objective No. 3: Community Risk Analysis

Guided by a CPSE technical advisor by means of web conference, the agency's SOC Team will determine what risk is present today and anticipated in the future, contrast resource capacity to risk demand, and then will conduct the research and draft of the following in Module 2 of the Agency's Standards of Cover (SOC) manual.

- 1. Risk Assessment - requires an understanding and documentation of fire flow demand, the ability and capability of the system to provide fire flow, the probability of an emergency through the analysis of related factors and conditions, and the consequences to life safety/economic impact with the community served if these risks are not mitigated.
 - A. Geospatial Characteristics of Risk Area
 - 1) Growth Boundaries
 - 2) Construction Limits
 - 3) Infrastructure Limitations
 - B. Physical Assets Protected
 - 1) Building Stock
 - a) Age



- b) Construction Type
- c) Area
- d) Height
- e) Density (number)
- f) Built-in Protections
- g) Processes
- C. Topography
 - 1) Response Barriers
 - 2) Elevation Changes
 - 3) Open Space/Interface
- D. Transportation Network
 - 1) Roads
 - 2) Rail Lines
 - 3) Airports/Waterways
- E. Development and Population Growth
 - 1) Current Population
 - a) Density
 - b) Age
 - c) Location
 - d) Configuration
 - 2) Future Population Growth
 - 3) Changes in Type of Development
- F. Calls for Service
 - 1) Types of Calls
 - 2) Location of Calls
 - 3) Frequency of Calls
 - 4) Probability Analysis
 - a) Average Calls per Day
 - b) Distribution of calls by type, time, location and resource
 - c) Fractal Performance
 - d) Peak Load
- G. Personnel Resources
 - 1) Critical Task Analysis determining resources required to respond to each risk
 - 2) Specialty Training Requirements
 - 3) Staffing
 - a) Two In/Two Out
 - b) Initial Attack Force
 - c) Effective Response Force
- 2. Risk Expectations - requires the identification of what the community and the emergency service organization want in the form of service, what the outcomes should be, and whether the desired outcomes can be justified.



- A. Comparison to other like fire service agencies
- B. Comparison to accredited fire service agencies
- C. Comparison to industry standards, CFAI criteria, and industry practices
- D. Establishment of Baseline Performance Objectives for each service provided.

Completion of Objective #3 is estimated at seventy-five (75) days, assuming that the agency has a GIS component available.

Objective No. 4: Instruction of Performance History, Performance Measurement, Compliance Methodology and System Evaluation

Guided by a CPSE technical advisor by means of web conference, the agency's SOC Team will determine what historical response time activity has occurred for each emergency response program in each of the immediate three past years.

Completion of Objective #4 is estimated at seventy-five (75) days, assuming that the agency has a GIS component available.

Objective No. 5: Instruction of Performance Measurement, the Establishment of Emergency Response Benchmark and Baseline Performance Objectives, Compliance Methodology and System Evaluation.

Two CPSE Technical Advisors will provide instruction of the Commission on Fire Accreditation International (CFAI) Standards of Cover, 5th Edition Sections 4-7 to all Agency SOC team members. Critical tasks for this objective include:

- 1. Review of *CFAI Standards of Cover*, 5th Edition, Performance Measurement;
- 2. Review of *CFAI Standards of Cover*, 5th Edition, Compliance Methodology; and
- 3. Review of *CFAI Standards of Cover*, 5th Edition, System Evaluation.

Completion of Objective No. 5 is estimated at three (3) full days.

Objective No. 6: Complete a Distribution/Concentration/Reliability Study

Guided by a technical advisor by means of web conference, the agency's SOC team will conduct geographical analysis of first-due resources for initial incident intervention to assure quick deployment to minimize and terminate average, routine emergencies. The distribution measures might include:

- 1. Number of square miles per first due company;
- 2. Number of equally sized analyses areas per first due company;



3. Number of total road miles per first due company;
4. Each of the above as a percentage of the totals within the jurisdiction, or some similar measure of equalization;
5. Catchment areas (i.e. two miles from fire station in all directions) to determine gap and overlaps of first due resources;
6. Population served by first due company; and
7. Areas outside of performance measure.

Guided by a CPSE technical advisor by means of web conference, the agency's SOC team will perform an analysis of the arrangement of multiple resource spacing (close enough together) to determine how an effective response force can be assembled at the scene within the adopted public policy time frames. The initial effective response force is one that should be able to stop the escalation of the emergency for the risk posed. The concentration measures might include:

1. Number of Calls per First Due Company
2. Call Density by Response Grid
3. Area Served by Specialty Units (trucks, paramedic, hazard materials, urban search and rescue, etc.)
4. Arrival Sequencing of Units (Critical Task Analysis Results)
 - A. First Due
 - B. Effective Response Force (ERF)
5. Areas Outside of Performance Measure

Guided by a CPSE technical advisor by means of web conferencing, the agency's SOC team will perform analysis of the agency's ability to meet performance expectations even if resources are committed on an existing call. This necessitates a historical measure of performances, resource exhaustion (relocation practice), and expectations.

Completion of Objective #6 is estimated at fifteen (15) days, assuming that the agency has a GIS component available.

Objective No. 7: Develop Performance/Service Level Measures

Guided by a CPSE technical advisor by means of web conference, the agency's SOC team will develop draft performance/service levels for each service provided by risk category.

Completion of Objective #7 is estimated at thirty (30) days, assuming that the agency has a GIS component available.



Objective No. 8: Develop Compliance Methodologies

Guided by a CPSE technical advisor by means of web conference, the agency's SOC team will develop draft compliance methodologies to validate the SOC and provide direction for the strategic planning process.

Completion of Objective #8 is estimated at forty-five (45) days, assuming that the agency has a GIS component available.

Objective No. 9: Publish and Present the Standards of Cover (SOC) Manual to CEO

The CPSE Technical Advisor Program Technical Support Team will publish the agency's Integrated All Hazards Risk Assessment and Standards of Cover document, and then the SOC team and a CPSE technical advisor will present to the Fire Department Chief Executive Officer the published Standards of Cover of the agency.

Completion of Objective #9 is estimated at one (1) day.

Objective No. 10: Present Published Standards of Cover Manual to Governing Body

The Chief Executive of the Fire Department and the SOC team will present their Integrated All Hazards Risk Assessment and Standards of Cover of the agency to the Governing Body.

Completion of Objective #10 is estimated at one (1) day.



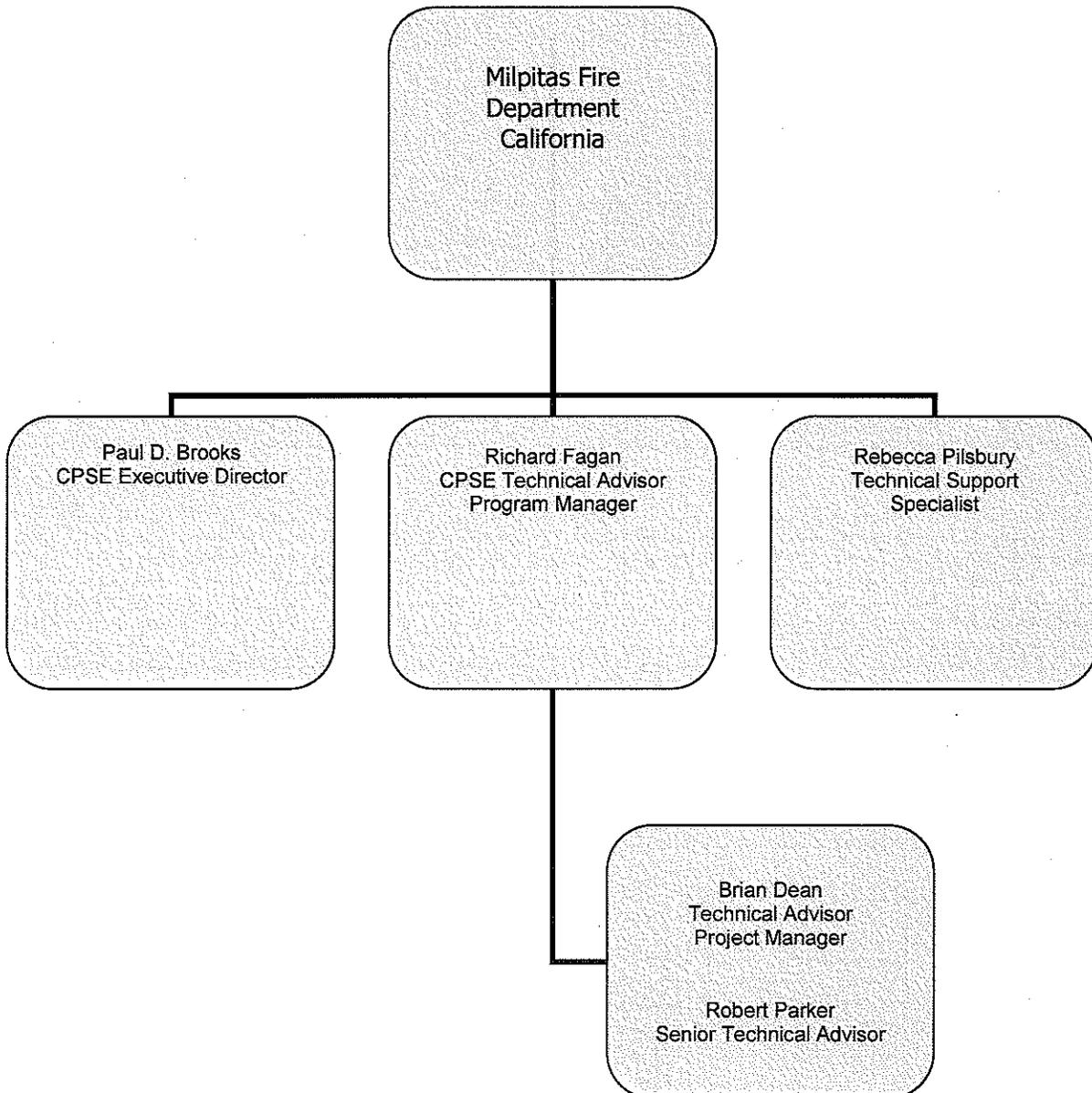
Deliverables

The Center for Public Safety Excellence, Inc. (CPSE) will be responsible for the following specific deliverables in keeping with the schedule described below:

1. Six days of on-site facilitation to include:
 - SOC instructional delivery to SOC Team members, and
 - SOC presentation to Fire Department Chief Executive Officer;
2. Ten to twelve 1 to 2 hour web conference review sessions;
3. Review and comment on all of the agency's hazard and risk analysis, supporting all draft conclusions and draft objectives;
4. Review and comment on the agency's complete Risk Hazard Analysis; and
5. The publishing of the agency Integrated All Hazards Risk Assessment and Standards of Cover document.



Project Organization and Staffing





Assigned Personnel

The Center for Public Safety Excellence, Inc. (CPSE) has proposed a project team for the Milpitas Fire Department Integrated All Hazards Risk Assessment and Standards of Cover Process Facilitation that is highly experienced in emergency services management assessments, and master, strategic, and growth management processes. The Center anticipates that the facilitation project team assigned to the Agency would consist of the following personnel; however the final assignment of project team members remains at the discretion of the Center:

Richard K. Fagan – CPSE Technical Advisor Program Manager

Chief Fagan enjoyed a career in the fire service for 32 years. His fire service experiences included serving as a Paramedic/Firefighter, Fire Captain, Assistant Chief and Fire Division Chief. Rick also served as the Accreditation Manager for the Lenexa Fire Department in Lenexa, Kansas. The Lenexa Fire Department has been an Internationally Accredited Agency since 2002, and currently holds a Class 2 ISO Public Protection Classification Rating.

Since his retirement from the City of Lenexa in 2006, Rick has worked actively with the Center for Public Safety Excellence Technical Advisor Program. This program has provided the facilitation of Strategic Planning, Standards of Cover and agency Self Assessment for agencies throughout America. Chief Fagan has personally facilitated numerous CPSE projects across the United States and Canada. He continues to be a lecturer and presenter at national, regional and state fire service conferences.

Rick currently serves as the Technical Advisor Program Manager for the Center for Public Safety Excellence.

Educational Background:

- B.A., Fire Service Management; Ottawa University, Ottawa, Kansas
- A.A.S., Fire Science; Penn Valley Community College, Kansas City, Missouri

Professional Experience:

- Fire Division Chief, Lenexa Fire Department, Kansas
- Assistant Chief, Lee's Summit Fire Department, Missouri
- Technical Support Services Specialist, U.S. Fire Administration
- Peer Assessor Team Leader, Commission on Fire Accreditation International (CFAI)



Associated Professional Accomplishments and Awards:

- Chief Fire Officer Designation (CFO), Commission on Professional Credentialing, Center for Public Safety Excellence, Inc.
- Executive Fire Officer (EFO), National Fire Academy
- Certified Public Manager (CPM), American Academy of Certified Public Managers
- David Garcia Award, Mid-America Regional Council of Governments
- Contributor, *Fire and Emergency Service Self Assessment Manual*, 8th Edition, CPSE/CFAI

Associated Professional Memberships:

- International Association of Fire Chiefs
- National Fire Protection Association
- National Society of Executive Fire Officers
- American Academy of Certified Public Managers



PROJECT TECHNICAL ADVISORS

Robert L. Parker – Senior Technical Advisor

Chief Parker began his public service career as a Volunteer Firefighter in 1975 progressing through the ranks of Firefighter, EMT, Company Officer, and Captain, also serving as Training Officer for several years; retiring from the Volunteer ranks in 1999. Beginning his career Firefighter service in 1985 he served with the City of Thornton Colorado, achieving ranks of Firefighter EMT, Fire Engineer, and relief Company Officer. After moving to the Greater Brighton Fire District 1991 he held career ranks of Fire Marshal, Acting Fire Chief in 1997 and 1998, and promoted to the Fire Chief position in 2000. Chief Parker retired after 32 active years of service in January of 2007. During many of his years of service, Chief Parker was an active classroom and field instructor at Aims College in Greeley Colorado, an active member of the Colorado Fire Training Officers Association and participated in the creation and development of the Colorado Fire Leadership Conference held annually in the Colorado mountains.

Retired Chief Parker continues to serve within the Fire Service as an active Peer Assessor with the Commission on Fire Accreditation, International since 1998. He was also a contributor to the *CFAI Standards of Cover, 5th Edition*, published by CPSE in 2008. He remains active with the Colorado Fire Chief's Association - Combination Section and other membership organizations.

Educational Background:

- MS Degree – Executive Fire Service Leadership, Grand Canyon University, Arizona
- BS Degree – Fire Protection Engineering & Fire Administration, University of Cincinnati, Ohio
- AAS Degree – Fire Prevention & Fire Science, Aims College, Colorado
- AAS Degree – Mechanical Engineering & Metallurgy, University of Southern Colorado

Professional Experience:

- Fire Marshal, Greater Brighton Fire District, Colorado
- Fire Chief, Greater Brighton Fire District, Colorado
- Adjunct College Instructor, Aims College, Colorado
- Technical Advisor, Center for Public Safety Excellence

Associated Professional Accomplishments:

- Executive Fire Officer (EFO), National Fire Academy, Maryland
- Multiple Course Studies, National Fire Academy, Maryland
- Academic Excellence Award, Ken Blanchard College of Business, Grand Canyon University,
- Chief Design Engineer, private sector



- Contributor, *CFAI Standards of Cover, 5th Edition*, Center for Public Safety Excellence, 2008

Associated Professional Memberships:

- International Association of Fire Chiefs,
- National Fire Protection Association,
- National Society of Executive Fire Officers,
- Colorado Fire Chief's Association, Combination Department Section



Brian Dean –Technical Advisor Program Project Manager

Chief Dean has been a member of the City of Winter Park Fire Department (Florida) for 28 years. During this time he advanced through the ranks of Firefighter/EMT, Engineer/EMT, Lieutenant, Battalion Chief, and is now serving as the Assistant Chief. The Winter Park Fire Department has been an internationally accredited agency since 2001. Chief Dean has served as the Accreditation Manager through two accreditation processes for the City of Winter Park Fire Department.

Chief Dean has additionally served as both a Peer Assessor Team Leader for the Commission on Fire Accreditation, International and a Technical Advisor for the Center for Public Safety Excellence, Inc. for several years.

Educational Background

- B.S. Degree in Business Administration, University of Central Florida, Orlando, Florida
- A.A. Degree in General Studies, Valencia Community College, Orlando, Florida

Professional Experience

- Winter Park Fire Department, 1982 to Present

Relevant Experience

- Emergency Management Institute, Emmitsburg, Maryland
- National Fire Academy, Emmitsburg, Maryland
- Peer Assessor Team Leader for the Commission on Fire Accreditation International

Associated Professional Accomplishments

- Chief Fire Officer Designation (CFO), Commission on Professional Credentialing
- Executive Fire Officer, (EFO) National Fire Academy
- Winter Park Fire Department Award of Merit

Associated Professional Memberships:

- International Association of Fire Chiefs, Inc.
- Central Florida Fire Chiefs Association
- Florida Fire Chiefs Association - Member
- National Society of Executive Fire Officers
- National Fire Academy Alumni Association



Cost Quotation

The Center for Public Safety Excellence, Inc. (CPSE) formally bids:

\$29,900.00 (USD)

CPSE's formal bid includes all technical advisor travel expenses required to meet the obligations described in Scope of Work Objectives No. 1, No. 4, and No. 8, and which when completed satisfy the activities of Deliverable #1.

Any additional travel requested and approved by the Milpitas Fire Department will be billed by CPSE at actual cost, and is above and beyond the formal bid provided above.

Payment Schedule:

The Milpitas Fire Department agrees to make payment to the Center for Public Safety Excellence, Inc. (CPSE) within 30 days after the date of invoices that will be submitted by CPSE according to the following payment schedule:

- A. The amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced within 21 days of signing of contract;
- B. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 1;
- C. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 4; and,
- D. The remaining 25% balance (\$7,475.00 USD) shall be paid in full upon the completion of Objective No. 8.

*Bid quotation for services is valid for thirty (60) days
from the presentation of this proposal.*

Three (3) technical advisors will
provide facilitation services over a 6 - 9 month timeframe.



Benefits and Payments

The Center for Public Safety Excellence, Inc. (CPSE) shall receive no further benefits or additional consideration other than as expressly set forth in a written agreement.

The Milpitas Fire Department, California shall not at any time during the term of this agreement reduce the base contract price, compensation or other financial benefits. There shall not be any refunds, reimbursements or compensation issued to the Agency by the Center for Public Safety Excellence, Inc. (CPSE).

The Center for Public Safety Excellence, Inc. (CPSE) does not guarantee or warrant the contracted fire service agency's bid for accreditation will be successful. Only the Commission on Fire Accreditation International (CFAI) can make that award of recognition.

Statement of Availability

The Center for Public Safety Excellence, Inc. (CPSE) is available to start this Standards of Cover Process Facilitation in the time frame as agreed to by the Agency and CPSE. The Center for Public Safety Excellence, Inc. (CPSE) will engage sufficient numbers of experienced advisors to ensure the Standards of Cover Process facilitation project is completed on time and within the parameters agreed.

Conflict of Interest Statement

The Center for Public Safety Excellence, Inc. (CPSE) has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including not being limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation.

The Center for Public Safety Excellence, Inc. (CPSE) is not presently suspended or otherwise prohibited from participation in this solicitation or any other contracting to follow thereafter by any government.

Neither CPSE nor anyone associated with CPSE have any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting Integrated All Hazards Risk Assessment and Standards of Cover facilitation project.



In the event that a conflict of interest is identified in the provision of services, CPSE will immediately notify the client in writing.

Any member of the Center for Public Safety Excellence, Inc. (CPSE) Standards of Cover Process Facilitation Project Team can not serve as a peer assessor for the Commission of Fire Accreditation International for the contracted fire service agency within a five (5) year time period.

Litigation

The Center for Public Safety Excellence, Inc. (CPSE) has no past and/or pending litigation or resolved lawsuits.

General Requirements of CPSE

The Center for Public Safety Excellence, Inc. (CPSE):

- A. Shall not assign or sublet the whole or part of the contract without the prior written consent of the contracted fire service agency;
- B. Will not refuse to hire, discharge, promote, demote or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry or handicap;
- C. Policies and procedures shall govern the actions of the Integrated All Hazards Risk Assessment and Standards of Cover Facilitation Project Team;
- D. Agrees to complete the work as scheduled by the fire service agency, or within a mutually agreed upon modified time period; and
- E. Is an equal opportunity employer.

Notices

Either party may terminate the agreement by giving 30 days written notice. Any notice required or permitted by this agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service with postage prepaid.



Acronyms and Definitions

CFAI	Commission on Fire Accreditation International is a program offering of the Center for Public Safety Excellence, Inc. that promotes and provides a process for self assessment and international recognition of established standards in the fire service.
Category Manager	A representative of the jurisdiction who is serving on the task force or working group that develops the fire service agency's self assessment document. A Category Manager is responsible for developing a specific area (Category) of the agency's self assessment document.
Commission	Commission on Fire Accreditation International (commonly abbreviated as CFAI).
CPSE	The Center for Public Safety Excellence, Inc., is the parent body for fire service programs that promote and provide continuous quality improvement through processes for accreditation and professional credentialing.
Facilitate	To make easier.
Self Assessment Manual	A desktop manual for organizational actions. The manual is comprised of Categories, Criterion and Performance Indicators with their specific Description, Appraisal, Plan, and supporting references and exhibits, as defined by the latest edition of the <i>Fire and Emergency Service Self Assessment Manual</i> .
Stakeholder	A person or group with a direct interest, involvement or investment in something (for example: the employees, stockholders, and customers of a business concern or service entity).



Standards of Cover Document (SOC)

The formal Community Hazard/Risk Assessment and analysis, along with those written policies and procedures that establish the distribution and concentration of fixed and mobile resources of an agency.

Strategic Plan

A dynamic management tool that provides short-term direction to a fire service agency; builds a shared vision among the internal stakeholders; and sets goals and objectives for the fire service agency.

Technical Advisor

An approved representative, under contract to the Center for Public Safety Excellence, Inc. (CPSE), that has been assigned to participate in a CPSE Self Assessment Facilitation for a specific fire service agency. A Technical Advisor shall have their duties and responsibilities assigned by the CPSE Project Leader. The person selected as a Technical Advisor has experience in the CPSE fire and Emergency Service Self Assessment Accreditation model, as well as emergency services management assessments, and master, strategic, and growth management processes.

Technical Advisor Program

An offering of the Center for Public Safety Excellence, Inc. that provides practical and specialized support to the representatives of a fire service agency to assist them in the understanding and completion of processes within CFAI's self assessment model.



Professional Services Agreement

This agreement for services is made and entered into this ____ day of _____, 2013, by and between the Milpitas Fire Department, California (hereinafter referred to as the "Agency") and the Center for Public Safety Excellence, Inc., doing business as a corporation in Chantilly, Virginia, (hereinafter referred to as the "Center").

Recitals:

The Agency desires to retain the services of the Center for the facilitation of a Integrated All Hazards Risk Assessment and Standards of Cover process.

Agreement:

The Agency, in consideration of mutual promises, covenants and conditions herein contained, agrees to pay the Center to agree, commence and complete the facilitation for a Integrated All Hazards Risk Assessment and Standards of Cover document.

The Agency agrees to compensate the Center for services rendered within 30 days after the date of invoices that will be submitted by the Center according to the following payment schedule:

- A. The amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced within 21 days of signing of contract;
- B. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 1;
- C. An amount equal to 25% of the total contract price (\$7,475.00 USD) will be invoiced at the completion of Objective No. 4; and,
- D. The remaining 25% balance (\$7,475.00 USD) shall be paid in full upon the completion of Objective No. 8.

The Center, in consideration of a sum of \$29,900.00 (US), agrees to commence a facilitation that will provide guidance and services to assist the Agency in completing a Integrated All Hazards Risk Assessment and Standards of Cover document within a 6 - 9 month period.



Professional Services Agreement
Milpitas Fire Department, California and CPSE
Page 2

Duties:

The Agency agrees to comply with the Center's facilitation guidelines and timeframes for the completion of work. The Agency will provide all labor and services necessary to complete the Integrated All Hazards Risk Assessment and Standards of Cover document.

The Center agrees to furnish technical advisors and the scope of services and deliverables relating to the completion the Agency's Integrated All Hazards Risk Assessment and Standards of Cover document.

Termination:

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Agency and the Center to terminate this agreement.

Either party may terminate the agreement by giving 30 days written notice. Any notice required or permitted by this agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service with postage prepaid.

General Provisions:

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The laws of the state of Virginia shall govern this agreement.

This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. Neither party has relied upon inducements, concessions or representations of the fact, except as set forth in this written and executed agreement and the Center's proposal.

This agreement shall become effective upon _____ (date).



Professional Services Agreement
Milpitas Fire Department, California and CPSE
Page 3

If any provision or any portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

In the event of any legal action between the parties hereto to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

The Center for Public Safety Excellence, Inc. (CPSE) shall receive no further benefits or additional consideration other than as expressly set forth in a written agreement.

The Agency shall not at any time during the term of this agreement reduce the base contract price, compensation or other financial benefits. There shall not be any refunds, reimbursements or compensation issued to the Agency by the Center for Public Safety Excellence, Inc. (CPSE).

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original, on the day and year first written above.

Milpitas Fire Department, California

Center for Public Safety Excellence, Inc.

By: _____
Signature

By: _____
Paul D. Brooks, Executive Director

Title



July 19, 2013

CHARLES SAKAI
CSAKAI@PUBLICLAWGROUP.COM

VIA E-MAIL & US MAIL

**CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE**

Mike Ogaz
City Attorney
455 East Calaveras Blvd.
Milpitas, CA 95035
mogaz@ci.milpitas.ca.gov

Re: Retention of Services

Dear Mike:

This letter sets forth proposed terms for retention of my firm to provide litigation services defending the City in IAFF v. City of Milpitas litigation, Case No. 113CV248192, and associated legal services.

The Firm will bill the City of Milpitas for professional services at our standard hourly billing rates in effect at the time services are rendered. For 2013, our partner rates are \$285 to \$400.¹ Our associate rates depend on the associate's years of labor and employment experience out of law school and the rates are \$215 to \$285. Non-attorney Human Resources and Labor Relations Consultants rates range from \$160 to \$225. Paralegals are billed at \$105 to \$145 per hour. Billing is done in 1/10s of an hour increments. The agreement has a cap of \$70,000 and the parties understand that once the monetary cap is reached, additional work will not be allowed unless the City extends the agreement.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

We will bill you on a monthly basis for serviced performed and costs incurred. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

¹ These rates are reviewed and may be modified every year, generally in January.





Mike Ogaz
July 19, 2013
Page 2

You may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. The Firm reserves the right to withdraw from the representation for failure of the client to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this letter, or for any other reason permitted by the applicable Rules of Professional Conduct.

Please let me know if you have any questions or comments regarding this letter or any other matter. If the terms are agreeable, please sign below and return the original of this letter to me.

Sincerely,

Charles Sakai

CDS/lr

THE CITY OF MILPITAS AGREES TO THE TERMS SET FORTH ABOVE.

Mike Ogaz
City Attorney

Dated: _____, 2013



City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	100-910-4640	\$ 70,000	100-120-4237	\$ 70,000

Explain the reason for the budget change:

Background: On June 24, 2013, the City was served with a Petition for Writ of Mandate filed in the Superior Court by IAFF Local 1699, (Firefighters Union) claiming reimbursement for 7% deductions the Union had agreed to in a side letter. The Union claims the side letter expired in December of 2012 and that deductions should have ended at year end. The City took the view that the side letter was in effect continuously until replaced by a new MOU which the parties are currently negotiating, and has deducted the 7% through the current date from Firefighter employees.

Currently the City Attorney's Office, staffed with only two attorneys, cannot litigate this matter and simultaneously maintain our current workload. Therefore it will be necessary to have the suit handled by outside counsel. Renne Sloan has advised the City for the past several years on personnel matters and is best positioned to handle the City's defense. That law firm has proposed a budget of \$70,000 to handle the case but is hopeful the cost will be significantly less. We advise Council approval of a \$70,000 contract to be appropriated from the contingency reserve fund.

Fiscal Impact: A \$70,000 impact to the contingency reserve fund for this fiscal year.

Recommendation: Approve the attached contract with the law firm of Renne Sloan Holtzman Sakai, LLP, in the not-to-exceed amount of \$70,000 and an appropriation from the contingency reserve fund in that amount to fund the contract.

Check if City Council Approval required.

Meeting Date: August 6, 2013

Requested by:	Department Head: Mike Ogaz	Date: July 17, 2013
Reviewed by:	Finance Director: 	Date: 7/23/13
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by:



Invoice
Date
Page

MN00064089
5/31/2013
1 of 1

***26**

Remit To: N. Harris Computer Corporation
62133 Collections Center Drive
Chicago, IL 60693-0621

Bill to

City of Milpitas
Attention: Flora Tzeng
455 E. Calaveras Blvd
Milpitas, CA 95035
USA

Ship To

City of Milpitas
Attention: Flora Tzeng
455 E. Calaveras Blvd
Milpitas, CA 95035
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	MILP		LOCAL DELIVERY	Receipt

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	NOTE	Annual Maintenance Support July 1 2013 to June 30 2014	US\$0.00	US\$0.00
1.00	CAY - MAINT	Utilities	US\$29,360.19	US\$29,360.19
1.00	CAY - MAINT	Accounts Payable	US\$12,167.33	US\$12,167.33
1.00	CAY - MAINT	Accounts Receivable	US\$15,933.41	US\$15,933.41
1.00	CAY - MAINT	General Ledger	US\$20,018.15	US\$20,018.15
1.00	CAY - MAINT	Project Accounting	US\$5,069.72	US\$5,069.72
1.00	CAY - MAINT	Human Resources	US\$17,671.59	US\$17,671.59
1.00	CAY - MAINT	Payroll	US\$17,671.59	US\$17,671.59
1.00	CAY - MAINT	Purchase Orders	US\$12,167.33	US\$12,167.33
1.00	CAY - TPM	Uniface	US\$2,045.83	US\$2,045.83
			Subtotal	US\$132,105.14
			Misc	US\$0.00
			Tax	US\$89.51
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$132,194.65

Invoice Questions? Please call Juliana.Gomes at 613-226-5511 ext 2204 OR
JGomes@harriscomputer.com