



REGULAR MEETING OF THE MILPITAS CITY COUNCIL

For assistance in the following languages, you may call:

Đối với Việt Nam, gọi 408-586-3122
Para sa Tagalog, tumawag sa 408-586-3051
Para español, llame 408-586-3232

City Council meeting held via TELECONFERENCE (no physical meeting space)
Submit any Public Forum comments in writing via e-mail, to be read aloud
Virtual public comments may be submitted on a form from the City website:
<http://www.ci.milpitas.ca.gov/publiccomment>

Meeting shall be livestreamed - Go to:

Facebook: <https://www.facebook.com/CityofMilpitas/>
YouTube: <https://www.ci.milpitas.ca.gov/youtube>
Web Streaming: <https://www.ci.milpitas.ca.gov/webstreaming>

AGENDA TUESDAY, APRIL 21, 2020 MILPITAS, CA 6:00 PM CLOSED SESSION 7:00 PM PUBLIC BUSINESS

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

ADJOURN TO CLOSED SESSION (6:00 – 7:00 PM)

(a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to California Government Code §54956.9(d)(2)
City as Defendant – One Potential Case
La Quinta Hotel Appeal

(b) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code §54957.6
Agency designated representative: Mayor Rich Tran
Unrepresented Employee: City Manager

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

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

- Proclaim *National Public Safety Telecommunications Week* for April 12 - 18, 2020
- Proclaim *Earth Day* on April 22, 2020

PUBLIC FORUM (7:07 – 7:15 PM)

Those interested may address City Council on any subject not on tonight's agenda. Speakers may state their name and city of residence for the Clerk's record, and limit spoken remarks to three minutes or less. E-mailed comments will be read aloud by the City Clerk. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. City Council may instruct the City Manager to place the item on a future meeting agenda.

Virtual [public comments](http://www.ci.milpitas.ca.gov/publiccomment) may be submitted on a form from the City website: <http://www.ci.milpitas.ca.gov/publiccomment>

ANNOUNCEMENTS AND FUTURE AGENDA ITEMS (7:15 – 7:30 PM)

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

ANNOUNCEMENT OF CONFLICT OF INTEREST AND CAMPAIGN CONTRIBUTIONS

APPROVAL OF AGENDA

CONSENT CALENDAR (7:30 – 7:35 PM)

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

C1. Receive City Council Calendars of Meetings for April and May 2020 (Staff Contact: Mary Lavelle, 408-586-3001)

C2. Approve City Council Meeting Minutes of the April 7 and 10, 2020 City Council meetings (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Approve draft City Council meeting minutes of the Special Meeting on April 7, Regular Meeting on April 7 and Special Meeting on April 10, 2020.

C3. Adopt a Resolution Granting Acceptance of Public Improvements and Approving Reduction of Faithful Performance Bond for Public Improvements for The Edge Subdivision at 765 Montague Expressway by Lago Vista Milpitas, LLC, and Granting Authorization to the City Engineer to Release the Performance Bond After the One-year Warranty Period (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Adopt a resolution:

(1) Granting acceptance of public improvements for The Edge Subdivision at 765 Montague Expressway, Tract 10305, Public Improvement Plan No. 2-1214; and

(2) Approving a reduction in the faithful performance bond to \$40,000, which shall be subject to and in effect for the duration of a one-year warranty period; and

(3) Granting authorization to the City Engineer to release the performance bond after the one-year warranty period, without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

C4. Adopt a Resolution Listing the Projects for Fiscal Year 2020-21 to be Funded By SB 1: The Road Repair and Accountability Act of 2017 (Staff Contact: Steve Erickson, 408-586-3301)

Recommendation: Adopt a Resolution listing the projects for Fiscal Year 2020-21 to be funded by SB 1: The Road Repair and Accountability Act of 2017.

C5. Adopt a Resolution Designating the City Manager, Assistant City Manager, and Director of Finance as Authorized Agents to Submit Reimbursement Requests to California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) (Staff Contact: Walter Rossmann, 408-586-3111)

Recommendation: Adopt a Resolution (Cal OES Form 13) designating the City Manager, Assistant City Manager, and Director of Finance as authorized agents to submit reimbursement requests to Cal OES and FEMA.

C6. Adopt a Resolution Releasing Unclaimed Checks and Credits, Per Standard Operating Procedure (Staff Contact: Walter Rossmann, 408-586-3111)

Recommendation: Adopt a resolution to transfer a total of \$909.77 in unclaimed checks and credits, per the list generated by the City's Finance Department, to the General Fund in accordance with City of Milpitas Standard Operating Procedure No. 26-1.

C7. Continued from April 7 and April 10: Adopt a Resolution Denying the Appeal and Upholding the Planning Commission's Decision to Deny Site Development Permit No. SD18-0012 and Conditional Use Permit No. UP18-0012 to allow development of a hotel with up to 105 rooms and up to five stories in height, a tower element up to 73 feet in height, a floor area ratio up to 1.3, and one level of below-grade parking; relocation of wireless telecommunication equipment to the rooftop of the new building; and on- and off-premises sale of beer and wine on a 1.14-acre site at 1000 Jacklin Road (Staff Contact: Ned Thomas, 408-586-3273)

Recommendation: Adopt a Resolution denying the appeal and Upholding the Planning Commission's decision to deny Site Development Permit No. SD18-0012 and Conditional Use Permit No. UP18-0012 to allow development of a hotel with up to 105 rooms and up to five stories in height, a tower element up to 73 feet in height, a floor area ratio up to 1.3, and one level of below-grade parking; the relocation of wireless telecommunication equipment to the rooftop of the new building; and the on- and off-premises sale of beer and wine on a 1.14-acre site at 1000 Jacklin Road.

C8. Approve and Authorize the City Manager to Execute an Agreement with Maze & Associates Accountancy Corporation for Professional Auditing Services for a Five-Year Period for an Amount Not to Exceed \$479,175 (Staff Contact: Walter Rossmann, 408-586-3111)

Recommendation: Approve and authorize the City Manager to execute an Agreement with Maze & Associates Accountancy Corporation for Professional Auditing Services for a five-year period for an amount not to exceed \$479,175, subject to annual appropriation of funds.

C9. Accept Report from the Purchasing Agent Regarding Emergency Purchases over \$20,000 Related to the Novel Coronavirus (COVID-19) Outbreak for the Period of April 1 to April 14, 2020 (Staff Contact: Chris Schroeder, 408-687-1639)

Recommendation: Accept a report from the Purchasing Agent regarding emergency purchases over \$20,000 related to the novel coronavirus (COVID-19) outbreak for the period of April 1 to April 14, 2020 for the purchase of Personal Protective Equipment (PPE) for Milpitas Firefighters.

C10. Receive Summary Report on Assembly Bill 3005 and Authorize Letter of Support (Staff Contacts: Christopher Diaz, 408-586-3040 and Tony Ndah, 408-586-2602)

Recommendation: Receive summary report on Assembly Bill 3005 and authorize a letter of support.

C11. Award Invitation for Bid No. 2425 to Long Beach BMW Motorcycles and Authorize the City Manager to purchase five new BMW R 1250 RT-P motorcycles for the Milpitas Police Department for an Amount Not to Exceed \$135,055.80 (Staff Contact: Jared Hernandez, 408-586-2406)

Recommendation: Award Invitation for Bid No. 2425 to Long Beach BMW Motorcycles and authorize the City Manager to purchase five new BMW R 1250 RT-P motorcycles for the Milpitas Police Department for an amount not to exceed \$135,055.80.

LEADERSHIP AND SUPPORT SERVICES (7:35 – 7:50 PM)

12. Adopt a Resolution to Amend the City of Milpitas Classification Plan to adjust the Salary Range of the Senior Public Works Lead classification (Staff Contact: Francine Hunt, 408-586-3085)

Recommendation: Adopt a resolution amending the Classification Plan Salary Range and salaries for the Senior Public Works Lead classification by 6.67% retroactive to March 1, 2020.

REPORTS OF MAYOR & COUNCILMEMBERS - from assigned Commissions, Committees and Agencies (7:50 – 9:30 PM)

13. Receive and Direct Staff on Scheduling Agenda Items Requested by City Councilmembers (Contact: Mayor Tran, 408-586-3029)

Recommendation: Review list of items presented (list in agenda packet) that have been requested by City Councilmembers on a form, at a Council meeting, or through the City Manager. Direct items to Rules or other Council Subcommittee, to be placed onto a specific meeting date, or specify alternate direction to staff. No substantive discussion about any specific item shall occur and the City Council shall hold all debate about the item until the item is scheduled as a full agenda item.

14. Hear Request of Councilmember Phan and Mayor Tran in Support of “Laura’s Law” (Contacts: Councilmember Phan, 408-586-3032 and Mayor Tran, 408-586-3029)

Recommendation: Hear request of Councilmember Phan and Mayor Tran in support of “Laura’s Law” and consider directing staff to send a letter of support to the County.

15. Adopt a Resolution in Support of the Principles of the Convention on the Elimination of All Forms of Discrimination Against Women (Contacts: Councilmembers Dominguez, 408-586-3031 and Phan, 408-586-3032)

Recommendation: Adopt a Resolution in support of the principles of the United Nations Convention on the Elimination of All Forms of Discrimination Against Women.

16. Receive City Council Economic Development Subcommittee Recommendation to Change its Subcommittee name and to Establish a Small Business Loan Program (Contacts: Subcommittee Chair Montano, 408-586-3024 and Councilmember Dominguez, 408-586-3031)

Recommendations:

(1) Change name of Economic Development Subcommittee to “Small Business Assistance Subcommittee.”

(2) Develop a \$200,000 City sponsored Small Business Loan Program utilizing the services of Silicon Valley Community Foundation (SVCF) and Opportunity Fund as a fiscal agent and administrator of the loan program.

NEXT AGENDA PREVIEW

17. Receive List of Anticipated Agenda Items for the May 5, 2020 Regular City Council Meeting (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Receive Preview List of agenda items for May 5 City Council meeting.

ADJOURNMENT

MILPITAS CITY COUNCIL CODE OF CONDUCT

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

KNOW YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE

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

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

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

APPLY TO SERVE ON A CITY COMMISSION

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

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

March 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Milpitas City Council Calendar

April 2020

May 2020						
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						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			-1	-2	3	4
			2:00 PM Santa Clara VTA Monthly Northeast Group (BN) 5:30 PM Veterans Commission (RT) 7:00 PM Community Advisory Commission (BN)	5:30 PM Milpitas Chamber of Commerce Board (CM) 5:30 PM Santa Clara VTA Board of Directors (BN)		
5	6	7	8	9	10	11
	7:00 PM Parks, Recreation & Cultural Resources Commission (AP) 11:00 AM City Council Economic Development Subcom. (CM/KD)	5:00 PM Special City Council 6:00 PM Closed Session 7:00 PM City Council	4:30 PM City Council Transportation Subcommittee (RT/CM) 7:00 PM Silicon Valley Clean Energy Board of Directors (CM) 7:00 PM Planning Commission	4:00 PM Treatment Plant Advisory Committee 4:00 PM Santa Clara VTA Policy Advisory Committee 7:00 PM Youth Advisory Commission 7:00 PM Cities Assoc of SCC	*2:00 PM City Council Finance Subcommittee (RT/CM)	
12	13	14	15	16	17	18
		5:30 PM City Council Study Session – CIP	6:00 PM Energy and Environmental Sustainability Commission (BN)	4:00 PM City Council Housing Subcommittee (RT/CM)		
19	20	21	-22	23	24	25
	7:00 PM Science, Technology, and Innovation Commission (BN)	6:00 PM Closed Session 7:00 PM City Council	7:00 PM Planning Commission			
26	27	28	29	30		
	1:30 PM Senior Advisory Commission (AP)					

**Finance Subcommittee will only meet as needed*

April 2020							
S	M	T	W	T	F	S	
	5	6	7	1	2	3	4
12	13	14	15	8	9	10	11
19	20	21	22	23	24	25	
26	27	28	29	30			

June 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Milpitas City Council Calendar

May 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 <i>7:00 PM-Parks, Recreation & Cultural Resources Commission (AP)</i>	5 <i>?:00 PM-Closed Session</i> <i>7:00 PM-City Council</i>	6 <i>12:00 PM-Santa Clara Valley Water District - Water Commission (CM) (?)</i> <i>2:00 PM-Santa Clara VTA Monthly Briefing - Northeast Group (BN)</i> <i>7:00 PM-Community Advisory Commission (BN)</i>	7 <i>5:30 PM-Santa Clara VTA Board of Directors (BN)</i> <i>5:30 PM-Milpitas Chamber of Commerce Board (CM) (?)</i>	8	9
10	11 <i>4:30 PM-Economic Development and Trade Commission (KD)</i>	12	13 <i>7:00 PM-Planning Commission</i> <i>7:00 PM-Silicon Valley Clean Energy Board of Directors (CM) (?)</i>	14 <i>4:00 PM-Santa Clara VTA Policy Advisory Committee (KD) (?)</i> <i>4:00 PM-Treatment Plant Advisory Committee (CM) (San Jose) (?)</i> <i>7:00 PM-Cities Assoc of SCC (CM) (?)</i> <i>7:00 PM-Youth Advisory Commission (AP)</i>	15	16
17	18 <i>7:00 PM-Science, Technology, and Innovation Commission (BN)</i> <i>7:00 PM-Library and Education Commission (CM)</i> <i>7:00 PM-Arts Commission (CM)</i>	19 <i>?:00 PM-Closed Session</i> <i>7:00 PM-City Council</i>	20 <i>6:00 PM-Energy and Environmental Sustainability Commission (BN) (EESC)</i>	21 <i>6:30 PM-Bay Area Water Supply Conserv Agency (CM) (?)</i> <i>7:00 PM-Public Safety and Emergency Preparedness Commission (KD)</i>	22	23
24	25 <b style="color: red;">City Hall Closed 	26	27 <i>7:00 PM-Planning Commission</i>	28	29	30
31						

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of: Special Meeting of the Milpitas City Council
Date: Tuesday, April 7, 2020
Time: 5:00 PM
Location: Meeting held via teleconference
Milpitas, CA

CALL TO ORDER

Vice Mayor Nuñez called the special meeting to order at 5:12 PM. City Clerk called the roll. The meeting took place via teleconference and webinar.

PRESENT: Vice Mayor Nuñez, Councilmembers Dominguez and Phan

ABSENT: Mayor Tran and Councilmember Montano were absent at Roll Call. He arrived in the online meeting at 5:20 PM. She came online prior to agenda item no. 3.

PLEDGE

Vice Mayor Nuñez led the pledge of allegiance.

APPROVE AGENDA

On a vote of 3 in favor, with 2 members absent, the agenda was approved.

PUBLIC FORUM

City Clerk Mary Lavelle read aloud one e-mail comment from Ryon Heron, Labor Relations Representative for United Public Employees of California Local 792 labor organization. He made a request regarding credit for hours worked by City employees, and Council directed staff to work with and respond to Mr. Heron.

**ANNOUNCEMENT OF
CONFLICT OF INTEREST**

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, no conflicts were reported.

AGENDA ITEMS

1. Report from Purchasing Agent

Motion: to accept a report from the Purchasing Agent regarding emergency purchases over \$20,000 related to the novel coronavirus (COVID-19) outbreak for the period March 12 - 31, 2020, for janitorial cleaning supplies

Motion/Second: Vice Mayor Nuñez/Councilmember Phan

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

2. Report from Finance Director

Motion: to receive and accept the report from Finance Director Walter Rossmann on the Preliminary Fiscal Impact related to the COVID-19 pandemic

Motion/Second: Vice Mayor Nuñez/Councilmember Phan

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

3. Approve Plan for Employees

Assistant City Manager Ashwini Kantak along with Human Resources Director Liz Brown presented the recommendation for a staffing plan for City employees through April 11 and then through the current shelter-in-place requirement. Staff responded to various questions from Mayor and Councilmembers.

Motion: to approve (1) the Temporary Emergency Pay Extension for full-time and part-time City of Milpitas employees through April 11, 2020; and (2) the staffing plan from April 12 and related benefits through the end of Shelter-in-Place Order or until the City ends its declared emergency and resumes regular operations

Motion/Second: Councilmember Montano/Vice Mayor Nuñez

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

ADJOURNMENT

Mayor Tran adjourned the special meeting at 6:30 PM.

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

**Draft MEETING MINUTES
CITY OF MILPITAS**

Minutes of: Special Meeting of the Milpitas City Council
Date: Friday, April 10, 2020
Time: 5:30 PM Closed Session
Open Session immediately following
Location: Meeting was held online only
Milpitas, CA

CALL TO ORDER

Mayor Tran called the virtual special City Council meeting to order at 5:33 PM. City Clerk called the roll.

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

ABSENT: None

Meeting was held via teleconference/webinar only, and made available for viewing on Facebook live, on YouTube and livestreamed from the City of Milpitas website.

PLEDGE

Mayor Tran led the pledge of allegiance.

CLOSED SESSION

City Council convened in Closed Session to discuss one potential litigation matter.

ANNOUNCEMENT

City Attorney Chris Diaz stated there was no reportable action out of Closed Session.

APPROVE AGENDA

Motion: to approve the agenda, with deferment of agenda item no. 2 (Resolution to amend Classification Plan) to the next regular meeting

Motion/Second: Councilmember Dominguez/Vice Mayor Nuñez

AYES: 5
NOES: 0

**ANNOUNCEMENT OF
CONFLICT OF INTEREST
AND CAMPAIGN
CONTRIBUTIONS**

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, no conflicts were reported.

Councilmember Dominguez reported a campaign contribution from project consultant Mark Tiernan in 2018. Mayor Tran said he'd received a contribution from the applicant consultant's wife of \$100 a couple years ago, and the hotel applicant/owner gave him a contribution in the past.

PUBLIC FORUM

Mayor Tran stated the time limit for reading comments from the public was one minute.

City Clerk Mary Lavelle and Deputy City Clerk Pam Caronongan read aloud 92 emailed comments, opposed to and in favor of the proposed hotel project. The last comment read aloud was received at 6:48 PM, and while more emails were incoming after this time, the City Attorney advised those could be saved for the record but not read aloud. Mayor Tran closed the public forum.

AGENDA ITEMS

1. Deliberation on Appeal of Planning Commission Decision on La Quinta Hotel development plan

Planning Director Ned Thomas summarized the hotel project and the appeal filed, as presented on Tuesday, April 7. City Attorney Chris Diaz provided instruction to the Council upon deliberation.

Following discussion and staff response to questions, Council voted as follows.

Motion: to adopt a resolution (as recommended by staff) upholding the appeal from the applicant/owner, and to approve the necessary planning actions needed for the La Quinta Hotel project

Motion was to include additionally: a hotel up to four stories in height, to prohibit beer and wine sale (no service or sale) and seek no ABC license, to relocate the tower element to the east side of building, and meet all requirements for parking as required.

Motion/Second: Vice Mayor Nuñez/Councilmember Phan

Motion failed by a vote of: AYES: 2 (Nuñez, Phan)
NOES: 3

The City Attorney then gave legal advice that Council must make findings to deny the project, after denying the appeal. The resolution for denial would come back to the City Council for a vote.

Motion: to direct staff to return to Council with a Resolution for denial of the La Quinta Hotel project, with findings on at least three bases related to building height, traffic concerns including safety, and on ingress/egress, future owners of the hotel, nearby childcare center and traffic

Motion/Second: Mayor Tran/Councilmember Dominguez

Motion carried by a vote of: AYES: 3
NOES: 2 (Nuñez, Phan)

2. Resolution – to amend Classification Plan

This item was removed from the agenda and continued to the next regular City Council meeting on April 21, 2020.

ADJOURNMENT

Mayor Tran adjourned the special City Council meeting at 9:20 PM.

**Minutes drafted and submitted by
Mary Lavelle, City Clerk**

Draft **MEETING MINUTES**
CITY OF MILPITAS

Minutes of: Regular Meeting of the Milpitas City Council
Date: Tuesday, April 7, 2020
Time: 6:00 PM Closed Session
7:00 PM Open Session
Location: Meeting held via teleconference
Milpitas, CA

CALL TO ORDER

Mayor Tran called the regular meeting to order at 6:30 PM. City Clerk called the roll. The meeting took place via teleconference and webinar.

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

ABSENT: None

CLOSED SESSION

City Council convened into Closed Session to discuss three items listed on the agenda, two labor negotiation items and one anticipated litigation.

By phone conference, Mayor Tran called to order the open session/regular meeting at 7:43 PM.

ANNOUNCEMENT

City Attorney Chris Diaz reported no action out of Closed Session.

PLEDGE

Mayor Tran led the pledge of allegiance.

INVOCATION

Vice Mayor Nuñez said a prayer to start the meeting.

PRESENTATION

Mayor Tran proclaimed April 2020 as *Vietnamese American Heritage Month*.

PUBLIC FORUM

City Clerk Mary Lavelle read aloud e-mailed comments received from: Amit Jain, Shiela Thomas, Maria Kardaeva, and Allysson McDonald, related to a County proposal regarding land on Thompson Street in Milpitas.

Councilmember Dominguez summarized what she had observed, regarding results of a County Board of Supervisors meeting on the shelter topic, held this date April 7.

ANNOUNCEMENTS

Councilmember Phan asked staff to explore an opportunity to have an onsite Milpitas testing location for Covid-19 made available to the public, due to difficulty with testing.

Councilmember Montano proposed a proclamation for the City Council to recommend that residents wear face coverings for safety, promoting that idea, and to include discouraging adults from bringing children into the grocery with parents. The City Attorney suggested Councilmembers raise their hands to determine if all were in favor of her proposal for a future agenda.

Councilmember Dominguez sought support for her idea to lead a collective of residents providing and making masks, wherein residents could bring masks to public safety departments, or another location, and then offer those masks to the public in Milpitas, if needed, and provided that no staff work was required.

Vice Mayor Nuñez reported on a Milpitas High School group that showed a video at Milpitas Rotary Club. Youth were making masks and delivering those to first responders. Mr. Nuñez was in favor of all ways to get these masks out to the community.

Mayor Tran was not in favor of having the City provide PPE or face coverings.

Upon the Mayor's summary of the ideas mentioned, Councilmembers agreed that staff would bring back ideas on how to collaborate with community partners to provide, and promote use of, face coverings, at a future Council agenda.

**ANNOUNCEMENT OF
CONFLICT OF INTEREST
AND CAMPAIGN
CONTRIBUTIONS**

City Attorney Diaz asked Councilmembers if they had any personal conflicts of interest or reportable campaign contributions. By roll call, no conflicts were reported.

Councilmember Dominguez reported, on the hotel agenda item, that consultant Mark Tiernan, did contribute \$100 to her campaign for City Council (in 2018).

APPROVAL OF AGENDA

Motion: to approve the City Council agenda, as presented

Motion/Second: Councilmember Montano/Vice Mayor Nuñez

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

CONSENT CALENDAR

Motion: to approve the consent calendar, items no. C1 – C5 and C7

Vice Mayor Nuñez requested to remove item no. C6 from consent.

Motion/Second: Vice Mayor Nuñez/Councilmember Montano

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

- C1. Council Calendars Received the calendar of upcoming meetings for the month of April 2020.
- C2. Meeting Minutes Approved City Council meeting minutes of March 17, 2020.
- C3. Resolution – Game Time Adopted Resolution No. 8954 approving purchase of GameTime Playground Equipment through a cooperative procurement contract by the City of Charlotte, NC and authorizing the City Manager to execute an equipment purchase agreement with GameTime for an amount not to exceed \$711,003.89.
- C4. Resolution - Sielox Adopted Resolution No. 8955 to approve sole source request for the procurement of access control and alarm monitoring system manufactured by Sielox LLC for Fire Station No. 2 Replacement, Project No. 3447.
- C5. Resolution – Federal Emergency Procedures Adopted Resolution No, 8956 approving the City of Milpitas Federal Emergency and Federal Grant Procurement Procedures.
- 6. Resolution to Amend Classification Plan Item No. 6 was removed from consent. It was not heard, and would move to April 10.
- C7. MOU with County for Crime Lab case work Approved and authorized the City Manager to execute a Memorandum of Understanding between the County of Santa Clara and the City of Milpitas for Crime Laboratory Major Case Work and authorized the City Manager to pay the annual crime laboratory bill.

PUBLIC HEARING

- 8. Appeal regarding La Quinta Hotel development project City Attorney Chris Diaz explained why this appeal of the Planning Commission vote to deny the hotel project (La Quinta Hotel) was on the agenda at this meeting, scheduled originally within 60 days of receipt of the appeal, postponed on March 17 to be held on this date, which was fully within the law at an all electronic/teleconference meeting.

City Clerk Mary Lavelle described the multiple methods for incoming comments collected from the public for this hearing.

Mr. Diaz asked City Councilmembers, individually, if they had anything to reveal in preparation for this public hearing.

Councilmember Phan reported he'd met with everyone who asked to meet with him on the proposal, and drove by the site.

Councilmember Montano met with the applicant and his consultant, and with a neighborhood group. She walked the site and visited La Quinta Hotel in Morgan Hill.

Councilmember Dominguez made a site visit, went to La Quinta Hotel in Morgan Hill, met with the applicant, and with the public who asked. She read a 34-page report sent by a community group.

Vice Mayor Nuñez met with a community group, anyone who called him by phone, with the applicant and his representative. He drove by the site and went to Morgan Hill.

Mayor Tran met with the applicant and his consultant, with neighbors, drove by the site, and had been a member of the previous gym at the site.

Planning Director Ned Thomas and Associate Planner Lillian VanHua presented the appeal of a Planning Commission decision to deny the application for a new La Quinta Hotel at 1000 Jacklin Road in Milpitas.

Mayor Tran opened the public hearing at 9:46 PM.

Applicant/appellant presented a video from the La Quinta Hotel president. Consultant and resident Mark Tiernan spoke and displayed powerpoint slides, and responded to Council questions.

For public comments during the public hearing portion, remarks voicing both support and opposition, were provided in three manners:

- 1) 72 recorded voicemail messages were played aloud
- 2) 22 voice recordings with powerpoint slides were played and displayed online
- 3) 78 written email comments submitted from 12:00 PM April 7 through 1:30 AM on April 8 were read out loud by the City Clerk and Deputy City Clerk.

Appellant then had a rebuttable period of five minutes. Mr. Joe Gigantino, owner and project applicant, read aloud his response.

City Attorney Diaz provided guidance to the Mayor and City Council about closing the public hearing, in order to continue the meeting to Friday, April 10, 2020 to allow for deliberation and a vote. If the public hearing was closed at this meeting, no new information could be provided to Councilmembers, in order to make a decision.

The City Clerk read one more comment into the record, after Mayor Tran asked her if there were any more emails.

Motion: to close the public hearing, concerning the appeal on the Planning Commission decision to deny the planning actions for the La Quinta Hotel proposal, at 1:47 AM on Wednesday, April 8, 2020

Motion/Second: Councilmember Montano/Vice Mayor Nuñez

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

Motion: to continue the deliberation on this appeal on La Quinta Hotel project to a special City Council meeting on Friday, April 10, 2020 at 5:30 PM, and to add agenda item no. 6 (Resolution amending Classification Plan), earlier removed from the consent calendar

Motion/Second: Councilmember Montano/Vice Mayor Nuñez

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

REPORTS

- 9. Economic Development Items no. 9 through 13 were not heard.
- 10. Resolution (CEDAW)
- 11. Agenda Item requests
- 12. Support for Laura's Law
- 13. Preview next Agenda

ADJOURNMENT

Mayor Tran adjourned the regular meeting at 2:07 AM on Wednesday, April 8, 2020.

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Granting Acceptance of Public Improvements and Approving Reduction of Faithful Performance Bond for Public Improvements for The Edge Subdivision at 765 Montague Expressway by Lago Vista Milpitas, LLC, and Granting Authorization to the City Engineer to Release the Performance Bond After the One-year Warranty Period
Category:	Consent Calendar-Community Development
Meeting Date:	4/21/2020
Staff Contact:	Steve Erickson, City Engineer, 408-586-3301
Recommendation:	<p>Adopt a resolution:</p> <ol style="list-style-type: none"> 1. Granting acceptance of public improvements for The Edge Subdivision at 765 Montague Expressway, Tract 10305, Public Improvement Plan No. 2-1214; and 2. Approving a reduction in the faithful performance bond to \$40,000, which shall be subject to and in effect for the duration of a one-year warranty period; and 3. Granting authorization to the City Engineer to release the performance bond after the one-year warranty period, without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

Background:

On September 6, 2016, the City Council approved the Final Map, public improvement plans, and the Subdivision Improvement Agreement (“Agreement”) for Tract 10305 for The Edge Subdivision located at 765 Montague Expressway by Lago Vista Milpitas, LLC (“Developer”).

Public improvements included specifically installation of sidewalk, curb and gutter, curb ramps, pavement, utility services, landscaping, street lights and other miscellaneous items of work along the Piper Drive and Montague Expressway project frontages.

Analysis:

The public improvement work has been successfully completed in accordance with the approved plans and specifications, and the work is ready for City acceptance and commencement of the 1-year warranty period. Staff recommends that City Council adopt a resolution to accept the public improvements, reduce the performance bond to \$40,000 which is 10% of the security’s original value, and authorize the City Engineer to release the performance bond after the one-year warranty period once all required warranty work is satisfactorily completed.

Policy Alternative:

Alternative 1: Do not adopt the resolution granting acceptance of installed public improvements.

Pros: None

Cons: The Subdivision Improvement Agreement between the City and Developer requires the City to accept successfully installed public improvements that have passed inspection and meet the requirements of the Agreement and the approved plans and specifications. Not accepting the completed public improvements as

required by the Subdivision Improvement Agreement would delay the project and may subject the City to a claim by the Developer.

Reason not recommended: Granting acceptance of installed public improvements would allow the City to own and maintain the improvements and would ensure the City is in compliance with the terms of the agreement with the Developer.

Fiscal Impact:

The public improvements have been constructed by the Developer as a requirement of the Subdivision Improvement Agreement. The City will have perpetual maintenance responsibilities for the improvements following completion of the 1-year warranty period.

California Environmental Quality Act:

Granting acceptance of public improvements and reducing faithful performance bond for public improvements are not considered projects under CEQA, as there will be no direct or reasonably foreseeable indirect physical change in the environment.

Recommendation:

Adopt a resolution:

1. Granting acceptance of public improvements for The Edge Subdivision located at 765 Montague Expressway, Tract 10305, Public Improvement Plan No. 2-1214; and
2. Approving a reduction in the faithful performance bond to \$40,000, which shall be subject to and in effect for the duration of a one-year warranty period; and
3. Granting authorization to the City Engineer to release the performance bond after the one-year warranty period, without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

Attachments:

Resolution

Copy of Subdivision Improvement Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS APPROVING ACCEPTANCE AND REDUCING PERFORMANCE BOND OF THE EDGE SUBDIVISION, TRACT NO. 10305 AND GRANTING AUTHORIZATION TO THE CITY ENGINEER TO RELEASE THE PERFORMANCE BOND AFTER THE ONE-YEAR WARRANTY PERIOD

WHEREAS, the City Council of the City of Milpitas on September 6, 2016, approved the plans and specifications for The Edge Subdivision, Tract No. 10305, (the “Project”) to be completed by Lago Vista Milpitas, LLC, as part of its mixed-use development on 765 Montague Expressway; and

WHEREAS, the City of Milpitas has heretofore entered into a subdivision improvement agreement on October 10, 2016 with Lago Vista Milpitas, LLC, for The Edge Subdivision; and

WHEREAS, Lago Vista Milpitas, LLC, as Principal, and Vintage Insurance Inc., as Surety, executed and posted a certain Performance Bond No. S0024 conditioned upon the faithful performance of the provisions of said subdivision improvement agreement and upon the faithful performance of all improvement work required thereunder; and

WHEREAS, said public improvements for The Edge Subdivision have been completed and the subdivision improvement agreement provides that the security shall extend for a period of one year after the date of acceptance of said improvements to cover the warranty period of said improvements under said agreement; and

WHEREAS, the City Council is willing to consent to a reduction in the penal sum of said security during said one year warranty period; and

WHEREAS, the City Engineer of the City of Milpitas has made a final inspection of said improvements for The Edge Subdivision and recommends that the City Council of the City of Milpitas accept the same as constructed in accordance with the approved plans and specifications.

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. Those certain public improvements constructed as part of The Edge Subdivision, Tract No. 10305, are hereby accepted as constructed in accordance with the approved plans and specifications upon recommendation of the City Engineer of the City of Milpitas.
3. The penal sum of the faithful performance bond securing said improvements may be reduced to the sum of \$40,000, 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 one year of said security. Provided, however, that 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 his surety, or sureties, by law or by the above referend public improvement agreement, save and except as expressly set forth herein.

4. The City Council grants authorization to the City Engineer to release the performance bond after the one-year warranty period without further City Council action provided all required warranty work is completed to the satisfaction of the City Engineer.

PASSED AND ADOPTED this ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Subdivider(s): LAGO VISTA MILPITAS, LLC
Subdivision Name: THE EDGE – 765 MONTAGUE EXPWY

Private Job Account No.: 2909
Improvement Plan No.: 2-1214
Tract Map No.: 10305
Council Approval Date: 9/06/16

CITY OF MILPITAS
SUBDIVISION IMPROVEMENT AGREEMENT

This AGREEMENT, executed this 10TH day of OCTOBER 2016, at Milpitas, California, is by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as "CITY"); and LAGO VISTA MILPITAS, LLC, a California Limited Liability Company (hereafter referred to as "SUBDIVIDER").

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No. 10305 (the "Subdivision").
- B. The Subdivision shows certain easements which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. SUBDIVIDER shall at its sole cost and expense, construct all those certain improvements listed in **Improvement Plan No. 2-1214** ("Improvement Plan") and specifications, which includes setting survey monuments and identified by Private Job Account No. 2909 (and any subsequent accounts created for this Subdivision, hereby referred to and made a part hereof the same as if set forth at length herein), and as set forth in the conditions of approval for the Subdivision. SUBDIVIDER agrees that any design changes to the Improvement Plan may necessitate CITY approval.
- 2. SUBDIVIDER shall also at its sole cost and expense, construct sidewalk, tree wells and street lights along the SUBDIVIDER's frontage of Piper Drive and associated amenities. All improvements shall be accepted by the CITY upon completion and as shown on City approved plans.
- 3. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have received approval by the City Engineer, in writing, nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of the City Engineer or his/her designee.
- 4. SUBDIVIDER shall construct said improvements and said construction is subject to the inspection of and to the satisfaction of the CITY.

5. SUBDIVIDER shall construct said improvements in accordance with the requirements set forth in said Improvement Plan referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
6. SUBDIVIDER shall carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to **LAGO VISTA MILPITAS, LLC, a California Limited Liability Company** and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

SUBDIVIDER shall hereby indemnify, defend (with counsel approved by CITY), protect and hold harmless the indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this AGREEMENT, including but not limited to the Prevailing Wage Laws, or any act or omission of CITY or Developer related to this AGREEMENT with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that CITY does not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless AGREEMENT because of the acceptance by CITY, or Developer's deposit with CITY of any of the insurance policies described in this AGREEMENT.

7. All said improvements shall be completed and ready for final inspection by the CITY **within 36 months** of the date of execution of this AGREEMENT or **prior to first Certificate of Occupancy** for the Subdivision, whichever comes first. If SUBDIVIDER shall fail to complete the work required by this AGREEMENT within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER. Additionally, CITY may contact the surety bond companies and seek enforcement of any bonds securing this AGREEMENT.
8. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **Four Hundred Thousand Dollars (\$400,000.00)** conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this AGREEMENT and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.
9. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER shall pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this AGREEMENT, SUBDIVIDER, shall pay ~~costs of suit and reasonable attorney's fees to be fixed by the Court.~~
10. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **Four Hundred Thousand Dollars (\$400,000.00)** inuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.

11. SUBDIVIDER shall pay all costs for labor or materials in connection with the work of improvement hereunder.
12. Any faithful performance security required hereunder shall be reduced to ten percent (10%) of the security's original value for one (1) year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
13. Prior to commencing any work, SUBDIVIDER, shall obtain an Encroachment Permit from the Engineering Department and at SUBDIVIDER's sole cost and expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, CITY may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay CITY the premium therefor.
14. SUBDIVIDER shall ensure that any general contractor engaged by the SUBDIVIDER for any work of improvement under this AGREEMENT will have:
 - a. In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.

or

 - b. In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
15. SUBDIVIDER shall indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee or agent of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.

16. SUBDIVIDER shall comply with all conditions and notes of approval for this Subdivision, pay all fees, and costs and expenses incurred by CITY in connection with said Subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain a **Private Job Account No. 2909** (and any subsequent accounts created for this Subdivision) for this purpose with additional deposits as required by CITY.

Remainder of Page Intentionally Left Blank

a. Estimated Engineering Fees to be paid upon execution of this AGREEMENT are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit	PJ2909-13-2500	\$40,000.00
2	Improvement Reimbursement Fee	310-3614-xx70	N/A
3	Other Fees/Deposits	xxxx-xx-xxx	N/A
		Total =	\$40,000.00

b. Estimated Engineering Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee (residential): 381 units @ \$1,164 per unit	402-3715	\$443,484.00
1A	Water Connection Fee (commercial): \$5.97/gpd @ 110gpd/ksf for new 8,190 sf area	402-3715	\$5,378.37
2	Water Connection Fee Credit: a credit with \$5.97/gpd @ 71.5gpd/ksf for previous use of 53,500sf industrial buildings		-\$22,836.74
3	Sewer Connection Fee (residential): 381 units @ \$1,406 per unit	452-3715	\$535,686.00
3A	Sewer Connection Fee (commercial): \$8.52/gpd WW discharge @ 110gpd/ksf for new 8,190sf area	452-3715	\$7,675.67
4	Sewer Connection Fee Credit: a credit with \$8.52/gpd @ 71.5gpd/ksf for previous use of 53,500sf industrial buildings		-\$32,591.13
5	Storm Drain Connection Fee (residential): 6.2 acres @ \$16,771 per acre	340-3711	\$103,980.20
5A	Storm Drain Connection Fee (commercial): based 8,190 sf new commercial area @ \$21,562 per acre	340-3711	\$4,312.40
6	Sewer Treatment Plant Fee	452-3714	N/A
	Sub-total		\$1,045,088.77
7	Permit Automation Fee (2.5% of total fees above)	505-3601	\$26,127.22
		TOTAL =	\$1,071,215.99

c. Estimated Fees to be paid at first Certificate of Occupancy for each phase:

	Type of Fee	City Account No.	Calculated Fee
1	Transit Area Specific Plan Impact Fees (residential): 381 units @ \$30,251 per unit	350-3718	\$11,525,631.00
1A	Transit Area Specific Plan Impact Fees (commercial): 5,459 sf @ \$22.80 per sf and 2,731 sf @ \$36.60 per sf	350-3718	\$224,419.80
	Sub-total		\$11,750,050.80
8	Permit Automation Fee (2.5% of total fees above)	505-3601	\$293,751.27
		TOTAL =	\$12,043,802.07

- d. Credits and/or Reimbursements due to SUBDIVIDER: Subdivider will receive certain fee credit in accordance with a separate Fee Credit AGREEMENT.

The above fees set forth in Section 16a and 16b are estimates only. The amount of fee to be paid in Section 16a and 16b shall be the amount in effect as approved by the City Council, at the time that full payment is made to the City. Full payment is due to the City at time of building permit issuance unless otherwise stated in this AGREEMENT.

17. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete Record Drawings showing all the changes from the original plan.
18. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that it will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
19. SUBDIVIDER shall dedicate an easement for public purposes as shown on recorded Tract Map 10305.
20. CITY will accept on behalf of the public, the public easements offered for dedication upon completion and acceptance of public improvements, and will supply water for sale to and within said Subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this AGREEMENT.
21. SUBDIVIDER shall have a City-approved Storm Water Control Plan (SWCP), including an Operation and Maintenance Plan (O&M Plan), prior to issuance of first building permit. SUBDIVIDER shall execute an Operation and Maintenance AGREEMENT (O&M AGREEMENT) and establish a Private Job Account in accordance with the O&M AGREEMENT prior to issuance of the last Certificate of Occupancy for the Subdivision.
22. This AGREEMENT shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said Subdivision. All public improvements shall be constructed to the satisfaction of the City Engineer prior to issuance of the first Certificate of Occupancy for any residential unit in the Subdivision.
23. SUBDIVIDER shall, upon ten (10) days written notice from CITY, immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This AGREEMENT shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this AGREEMENT shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are

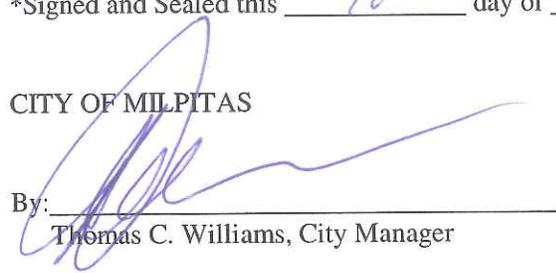
made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.

- 25. Nothing contained in this AGREEMENT shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
- 26. Time shall be of the essence of this AGREEMENT. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, the day and year first above written.

*Signed and Sealed this 10TH day of OCTOBER, 2016.

CITY OF MILPITAS

By: 
Thomas C. Williams, City Manager

SUBDIVIDER:

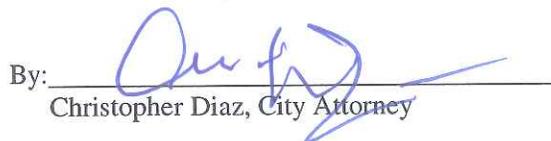
LAGO VISTA MILPITAS, LLC, a California Limited Liability Company

By: 

**By: _____
Name: Stephen E. Schott
Title: Vice President

APPROVED AS TO FORM THIS

22 day of SEPT, 2016

By: 
Christopher Diaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

19 day of SEPTEMBER 2016

By: 
Steven Machida, P.E.
Director of Engineering/City Engineer

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and proper acknowledgment shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Santa Clara)

On August 18, 2016 before me, Pamela M. Takeshita, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stephen E. Schott
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Pamela M. Takeshita
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improv. Agrmt. Document Date: 08/18/2016

Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**Opinion of Cost for Bonding Purposes
The Edge - Offsite Improvements
Milpitas, CA**

Revision Date	Revision Description


 Engineer of Record 8/30/16
 Date

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A. OFFSITE SANITARY SEWER					
1.	10" Sanitary Sewer (PVC) in Existing Street	22	LF	\$200.00	\$4,400
2.	Connect to Existing Manhole, with Drop	1	EA	\$6,000.00	\$6,000
Sub-Total Offsite Sanitary Sewer :					\$10,400

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
B. OFFSITE STORM DRAIN					
1.	18" Storm Drain (PVC) in Existing Street	46	LF	\$200.00	\$9,200
2.	Manhole on Existing 54" SD	1	EA	\$8,000.00	\$8,000
Sub-Total Offsite Storm Drain:					\$17,200

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
C. OFFSITE WATER					
1.	12" Water (PVC) in Existing Street	34	LF	\$150.00	\$5,100
2.	Connect to Existing	1	EA	\$5,000.00	\$5,000
Sub-Total Offsite Water :					\$10,100

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
D. MCH PUBLIC LIGHTING					
1.	27' Street Light	1	LS	\$43,374.00	\$43,374
2.	Splice Boxes	1	LS	\$1,290.00	\$1,290
3.	2" PVC Sch 40	1	LS	\$6,825.00	\$6,825
Sub-Total Offsite MCH Public Lighting :					\$51,489

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
E. OFFSITE PIPER STREET					
1.	Sidewalk Fine Grading	1,920	SF	\$0.50	\$960
2.	4.5' sidewalk (BC-Boundary)	1,920	SF	\$5.00	\$9,600
3.	Trees	6	EA	\$1,000.00	\$6,000
4.	Electrolier	2	EA	\$7,000.00	\$14,000
Sub-Total Offsite Piper Drive :					\$30,560

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
F. OFFSITE MONTAGUE EXPRESSWAY					
1.	Remove EX 2' Ret Wall	300	LF	\$1.00	\$300
2.	Fine Grading	21,250	SF	\$0.50	\$10,625
3.	8' Sidewalk	7,650	SF	\$10.00	\$76,500
4.	ADA Ramp	3	EA	\$1,500.00	\$4,500
5.	Decorative Pavement	500	SF	\$20.00	\$10,000
6.	20' Landscape	12,020	SF	\$10.00	\$120,200
7.	Trees	19	EA	\$1,000.00	\$19,000
Sub-Total Offsite Montague Expressway :					\$241,125

Total Offsite Improvements : \$360,874

**Opinion of Cost for Bonding Purposes
The Edge - Offsite Improvements
Milpitas, CA**

Revision Date	Revision Description
---------------	----------------------

In providing this Opinion of Probable Cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs. It is the Client's responsibility to review all unit prices and make changes as the Client sees fit to reflect the actual market prices the Client is experiencing and to reflect the Client's method of operation.

This document shall be considered incomplete unless accompanied by all sheets, including notes.

NOTES:

1. THIS IS A PRELIMINARY OPINION OF PROBABLE COST BY THE CIVIL ENGINEER FOR BONDING PURPOSES. THE CIVIL ENGINEER MAKES NO REPRESENTATION CONCERNING THE ABOVE ITEMS SHOWN IN CONNECTION WITH THE PLANS AND SPECIFICATIONS BEING PREPARED.
2. QUANTITIES SHOWN HEREIN ARE CALCULATED FROM THE EDGE IMPROVEMENT PLANS DATED 5/25/16, WHICH ARE SUBJECT TO REVISION.
3. COST FIGURES SHOWN HEREIN ARE CONCEPTUAL ONLY. ACTUAL COSTS ARE DEPENDENT ON THE ITEMS SHOWN ON THE PLANS AT BIDDING TIME, THE GENERAL MARKET SITUATION, THE CONTRACTOR'S WORKLOAD, SEASONAL FACTORS, LABOR AND MATERIAL COST, ETC.
4. ITEMS SHOWN ABOVE AND THEIR ASSOCIATED COSTS ARE SUBJECT TO REVISION DUE TO CHANGES, ADDITIONS, AND DELETIONS RESULTING FROM ON-GOING AGENCY REVIEW.
5. FIGURES IN THIS ESTIMATE DO NOT CONTAIN ANY FORM OF CONTINGENCY
6. GEOTECHNICAL MITIGATION OF ANY KIND IS NOT INCLUDED IN THIS OPINION OF PROBABLE COST
7. THIS CONCEPTUAL COST ANALYSIS EXCLUDES THE FOLLOWING:
 - a. CONSTRUCTION STAKING
 - b. GEOTECHNICAL ENGINEERING OR TESTING
 - c. OVERSIZING OF UTILITIES FOR ADDITIONAL CAPACITY
 - d. FENCING
 - e. BUILDING RELATED COSTS OR FEES
 - f. FINANCING CHARGES
 - g. REIMBURSABLE AGREEMENTS OR REFUNDABLE DEPOSITS
 - h. PLANNING AND OTHER CONSULTANT FEES
 - i. FINISH GRADING
 - j. CITY AND OTHER AGENCY FEES, INCLUDING MAP AND IMPROVEMENT PLAN FEES
 - k. ENVIRONMENTAL MITIGATION
 - l. BONDS AND BONDING FEES
 - m. IMPROVEMENTS NOT SHOWN ON THE PLANS
 - n. ASSESSMENT DISTRICT FEES
 - o. PROFESSIONAL DESIGN FEES (CIVIL, STRUCTURAL, ARCHITECTURAL, ETC.)
 - p. MONITORING DURING CONSTRUCTION



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

Item Title:	Adopt a Resolution Listing the Projects for Fiscal Year 2020-21 to be Funded By SB 1: The Road Repair and Accountability Act Of 2017
Category:	Consent Calendar-Community Services and Sustainable Infrastructure
Meeting Date:	4/21/2020
Staff Contact:	Steve Erickson, 408-586-3301
Recommendation:	Adopt a Resolution listing the projects for Fiscal Year 2020-21 to be funded by SB 1: The Road Repair and Accountability Act Of 2017.

BACKGROUND:

California Senate Bill 1 (SB1) Road Repair and Accountability Act of 2017 (Chapter 5, Statute of 2017) was signed into law by the Governor in April 2017 in order to address significant statewide transportation funding shortfalls. The distribution of SB 1 funding to local jurisdictions for road maintenance is based on a population formula. The City of Milpitas is estimated to receive \$1.4 Million in SB 1 funding starting this next fiscal year 2020-21 for City street maintenance and repair. For the City to receive annual SB 1 funding, the City Council must adopt a Resolution specifying the proposed City project(s) where SB 1 funding will be used and submit the Resolution to the California Transportation Commission (CTC) no later than May 1, 2020.

ANALYSIS:

The proposed 2020-2025 5-year Capital Improvement Program will include a project for the resurfacing and repair of City streets that will be partially funded using SB 1 funding received for FY 2020-21. As required by the SB 1 Road Maintenance and Rehabilitation Account (RMRA) program and Streets and Highways Code section 2034(a), staff recommends the City Council adopt a Resolution designating the following project to be funded using SB 1 funds in Fiscal Year 2020-21:

Street Resurfacing Project 2020-21

- Landess Ave: Piedmont Road to Dempsey Road
- Milmont Dr: California Circle to Dixon Landing Road
- Piedmont Rd: Landess Ave. to Yosemite Drive
- 7 Streets bounded by Milmont Dr, Penetencia Creek, Dixon Landing Rd
- 3 Streets bounded by the railroad, Milmont Dr, Penetencia Creek, Calera Creek
- 14 Streets bounded by Piedmont Rd, Yosemite Dr, Landess Ave, Ben Rodgers Park, Hillcrest Park.

Refer to the attached vicinity map of streets to be repaired

These street locations are selected based on their pavement condition index (PCI) and the pavement management program recommendations designed to maintain the overall pavement condition goal of good or better condition. Currently, the citywide PCI is a 73, which means the City's pavement condition is in "Good Condition".

POLICY ALTERNATIVES:

Alternative 1: Do not adopt the required resolution listing FY 2020-21 projects to be funded by SB 1 as required by the SB 1 RMRA program to receive the annual funding distribution.

Pros: None.

Cons: To receive the annual funding, the City must submit the resolution to the California Transportation Commission (CTC) no later than May 1, 2020.

Reason not Recommended: The City needs the annual SB 1 funding in the amount of \$1.4M to fund a portion of the City's Street Resurfacing Project 2020-21 to maintain the condition of the City's pavement system.

FISCAL IMPACT:

The adoption of a Resolution listing City Street Resurfacing Project 2020-21 to be partially funded with SB 1 funds is required to receive the funding distribution estimated to be \$1.4M. The use of SB 1 funding will offset the need to use other funding sources for the 2020-21 street resurfacing project.

California Environmental Quality Act (CEQA):

The project is categorically exempt under Section 15301 of the California Environmental Quality Act guidelines for maintenance of existing facilities.

RECOMMENDATION:

Adopt a Resolution listing the projects for Fiscal Year 2020-21 to be funded by SB 1: The Road Repair and Accountability Act Of 2017.

Attachments:

Resolution
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Milpitas are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Milpitas must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Milpitas will receive an estimated \$1.4 million in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the fourth year in which the City of Milpitas is receiving SB 1 funding. The funding will enable the City of Milpitas to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Milpitas has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Milpitas used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Milpitas maintain and rehabilitate 131 center lane miles of streets/roads throughout the City of Milpitas this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Milpitas's streets and roads are in a "good" condition and this revenue will help the City increase the overall quality of its road system and over the next decade will bring our streets and roads into a "very good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, and will have significant positive co-benefits statewide.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or

provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues:

Street Resurfacing 2021

This project consists of AC digout/repair, and microsurfacing, minor concrete work upgrading existing curb ramps to comply with current ADA requirements, curb and gutter repair, striping, and adjusting utility covers to finished grade. Roadway rehabilitation will occur at the following streets:

Landess Ave from Piedmont Rd to Dempsey Rd
Milmont Dr from California Circle to Dixon Landing Rd

Streets bounded by Milmont Dr, Penetencia Creek, and Dixon Landing Rd

Streets bounded by railroad tracks, Milmont Dr, Penetencia Creek, and Calera Creek

Piedmont Rd from Landess Ave to Yosemite Dr

Streets bounded by Piedmont Rd, Yosemite Dr, Landess Ave, Ben Rodgers Park, and Hillcrest Park. Project is estimated to begin April 2021 and to be completed December 2021.

Estimated Project Useful Life: 5-7 years

PASSED AND ADOPTED by the City Council of the City of Milpitas, this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

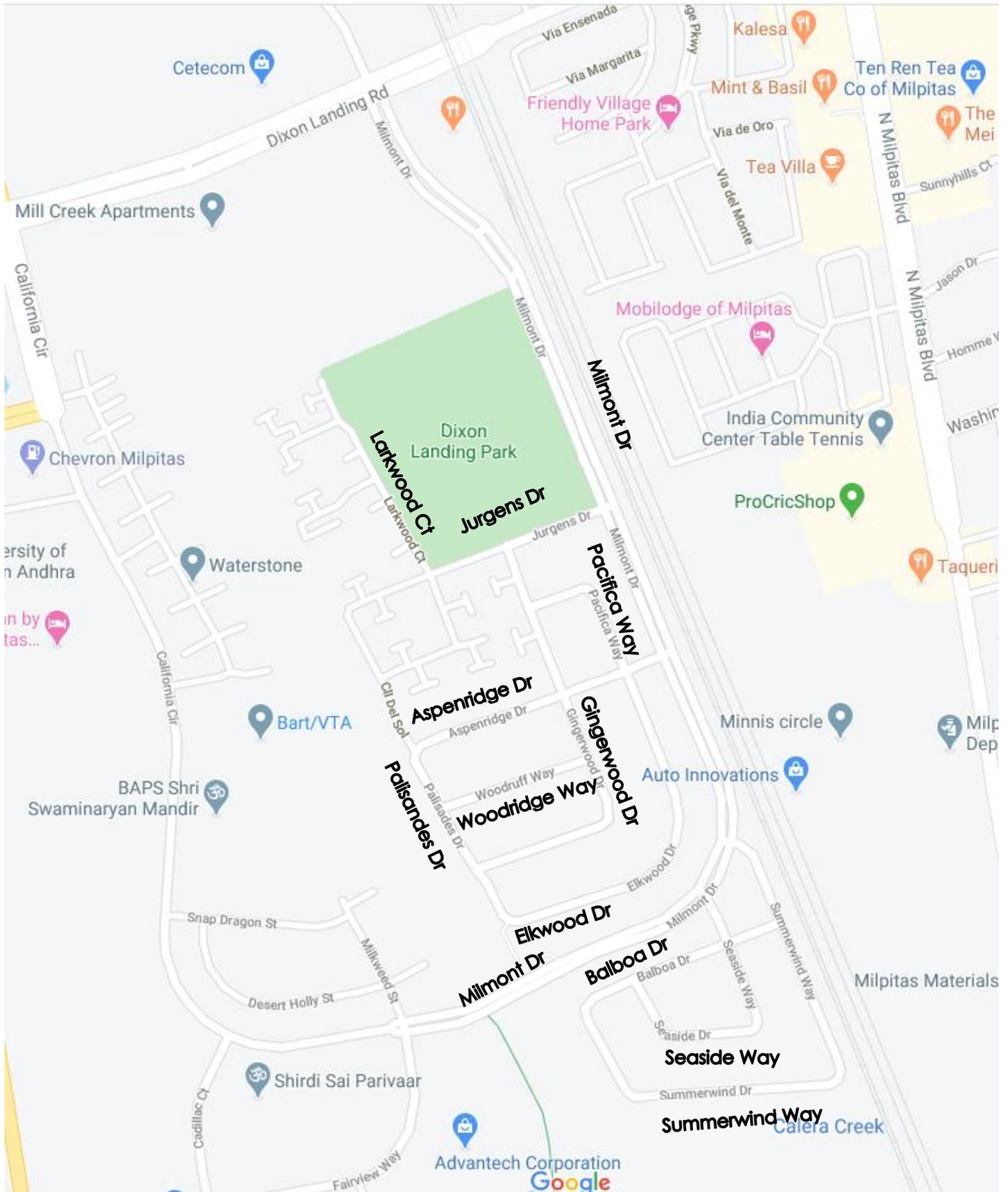
APPROVED:

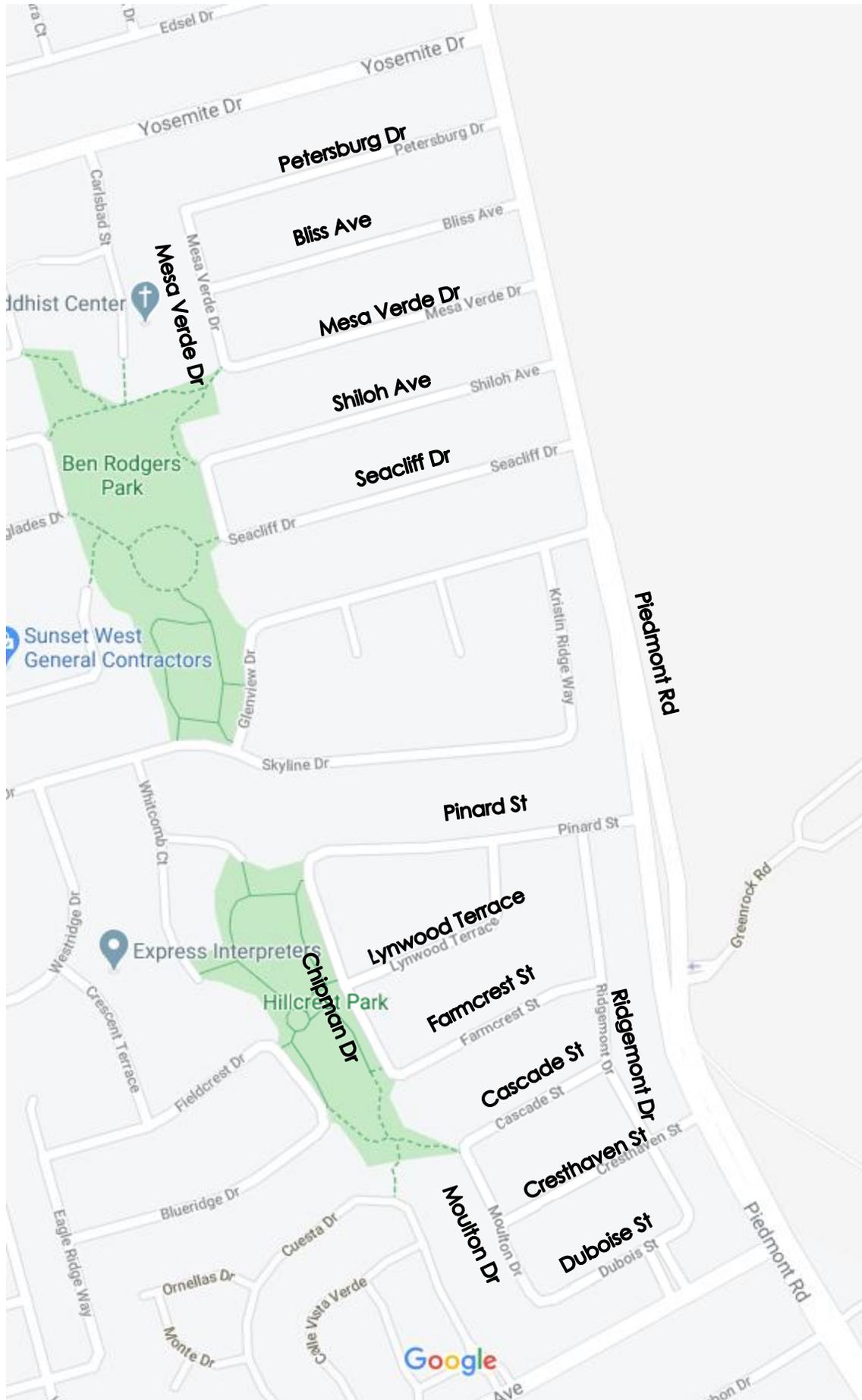
Mary Lavelle, City Clerk

Rich Tran, Mayor

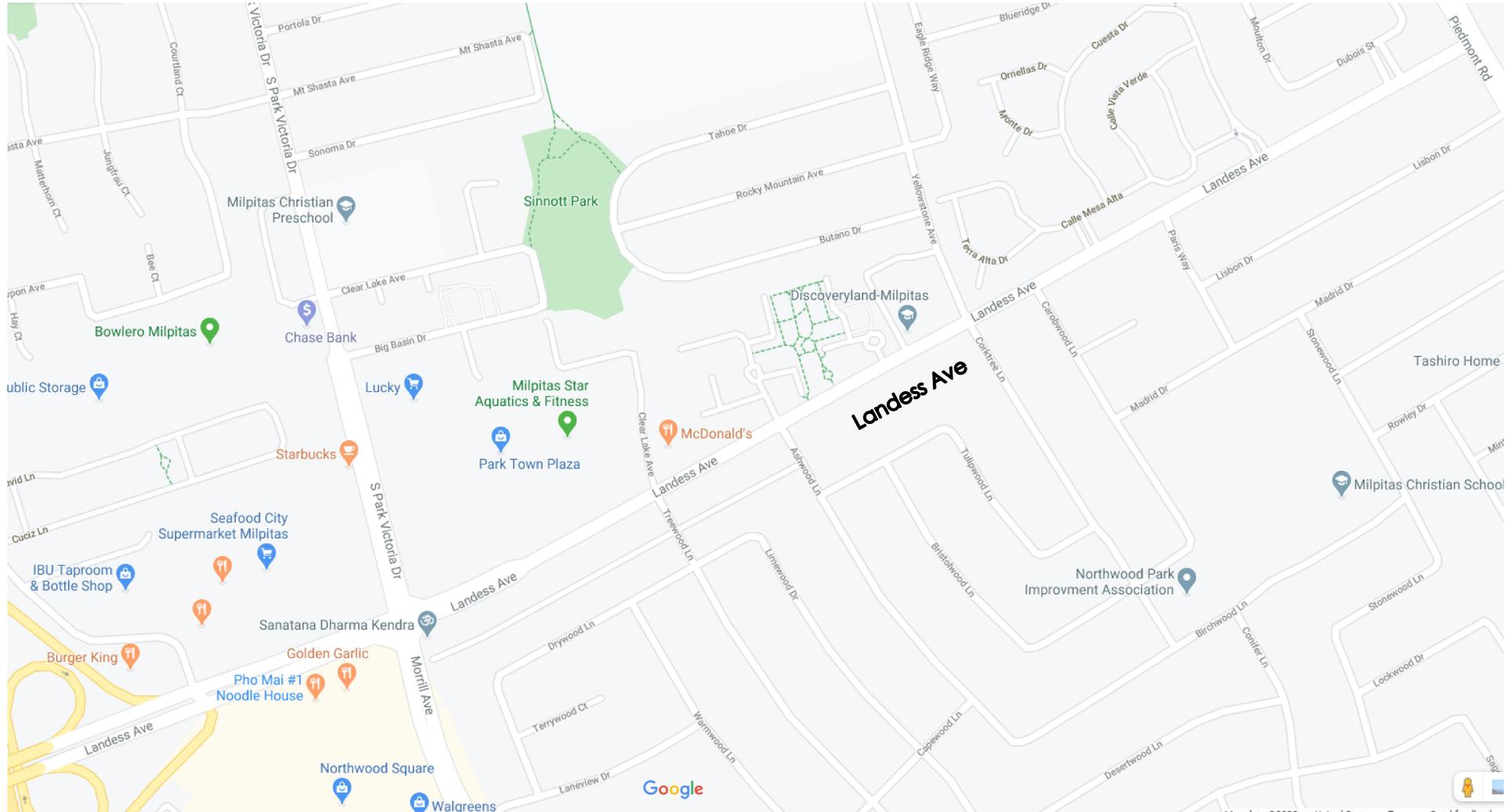
APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney





Vicinity Map
Street Resurfacing Project 2020-21





CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Designating the City Manager, Assistant City Manager, and Director of Finance as Authorized Agents to Submit Reimbursement Requests to California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA)
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	4/21/2020
Staff Contact:	Walter C. Rossmann, 408-586-3111
Recommendation:	Adopt a Resolution (Cal OES Form 13) designating the City Manager, Assistant City Manager, and Director of Finance as authorized agents to submit reimbursement requests to Cal OES and FEMA.

Background:

On March 12, the City Manager in his role as the City’s Emergency Services Director, signed the Milpitas Emergency Proclamation, which the City Council ratified on March 17, 2020. Based on the actions taken at various levels of government, the City closed down non-essential services. On March 13, the President of the United States declared a National Emergency concerning the Novel Coronavirus Disease (COVID-19) Outbreak. By declaring a national emergency, the President authorized to provide Federal assistance administered by the Federal Emergency Management Agency.

Prior to the COVID-19 Outbreak, on April 18, 2017, the City Council adopted Resolution 8657 designating the City Manager, the Assistant City Manager, and the Fire Chief to act on behalf of the City in requesting financial assistance from FEMA for a duration of three years.

Analysis:

The California Office of Emergency Services (OES), which administers FEMA grants on behalf of FEMA, requires that every three years the Council designate up to three agents to act on behalf of the City in obtaining federal financial assistance under Public Law 93 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1998 and/or financial assistance under the California Disaster Assistance Act.

Staff recommends that the Council adopt the resolution (Cal OES Form 130) to designate the City Manager, the Assistant City Manager, and the Finance Director to act on behalf of the City in requesting financial assistance from Cal OES and FEMA for the next three years.

Fiscal Impact:

Submitting Cal-OES Form 130 is a required step to receive certain emergency funding from Cal OES and FEMA.

California Environmental Quality Act:

N/A

Recommendation:

Adopt a Resolution designating the City Manager, Assistant City Manager, and Director of Finance as authorized agents to submit reimbursement requests to California Office of Emergency Services and the Federal Emergency Management Agency.

Attachment:

Designation of Applicant's Agent Resolution for Non-State Agencies (Cal-OES 130 Form)

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20 _____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20 _____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution Releasing Unclaimed Checks and Credits Per Standard Operating Procedure No. 26-1
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	4/21/2020
Staff Contact:	Walter C. Rossmann, 408-586-3111
Recommendation:	Adopt a resolution to transfer a total of \$909.77 in unclaimed checks and credits, per the list generated by the City's Finance Department, to the General Fund in accordance with Standard Operating Procedure No. 26-1.

Background:

According to the City of Milpitas' Standard Operating Procedure (SOP) No. 26-1, which conforms with California Government Code Section 50055, unclaimed checks of less than \$15, or any amount if the depositor's name is unknown, which remain unclaimed for more than one year may be transferred to the General Fund by authorization of the City Council.

Analysis:

The City has 108 unclaimed checks and credits of less than \$15 amounting to \$909.77 related to classes offered by the Recreation Department or refunds of Business License overpayments. A list of the unclaimed checks and credits is included as Exhibit A to the attached Resolution Releasing Unclaimed Checks and Credits.

The checks and credits listed in Exhibit A to the attached resolution were issued prior to March 2019 and have remained unclaimed for more than one year. Consistent with SOP No. 26-1, staff recommends that the City Council adopt a resolution authorizing the transfer of the unclaimed checks and credits amount to the General Fund.

Fiscal Impact:

The recommended action will increase General Fund revenues by \$909.77 for FY19-20.

California Environmental Quality Act:

Not applicable.

Recommendation:

Adopt a resolution to transfer a total of \$909.77 in unclaimed checks and credits, per the list generated by the City's Finance Department, to the General Fund in accordance with Standard Operating Procedure No. 26-1.

Attachments:

Resolution

Exhibit A – Finance Operation Accounts Unclaimed Checks/Credits of less than \$15 and one year or older.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
RELEASING UNCLAIMED CHECKS AND CREDITS**

WHEREAS, the checks and credits on the list attached hereto as **Exhibit A** have been outstanding and unclaimed for more than one year; and

WHEREAS, the amounts on the checks and credits on the list attached hereto as **Exhibit A** are each less than \$15, or for an amount in which the depositor's name is unknown.

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 total amount of \$909.77 of the unclaimed checks and credits on the list attached hereto as **Exhibit A** shall be transferred to the General Fund in accordance with Section 50055 of the California Government Code.

PASSED AND ADOPTED this on _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

Exhibit A

**FINANCE OPERATION ACCOUNTS
UNCLAIMED CHECKS/CREDITS**
- Amount Less Than \$15.00
- No Later than February 2019

Date	Check No.	Amount	Date	Check No.	Amount
2/16/2018	370182	4.21	1/4/2019	376634	10.91
2/16/2018	370172	5.00	2/15/2019	377604	10.97
6/15/2018	372686	5.00	7/13/2018	373160	11.00
10/26/2018	375378	5.00	6/15/2018	372541	12.50
10/26/2018	375380	5.00	8/17/2018	373905	12.50
12/14/2018	376307	5.00	2/22/2019	377646	13.00
2/16/2018	370062	5.77	2/22/2019	377689	13.00
9/14/2018	374492	5.77	2/22/2019	377709	13.00
3/16/2018	370661	6.77	2/22/2019	377733	13.00
3/16/2018	370668	6.77	2/22/2019	377737	13.00
3/16/2018	370817	6.77	2/22/2019	377760	13.00
3/16/2018	370847	6.77	2/22/2019	377764	13.00
3/16/2018	370848	6.77	2/22/2019	377775	13.00
6/1/2018	372242	6.77	5/18/2018	372021	14.79
6/1/2018	372283	6.77			
6/1/2018	372352	6.77			
8/17/2018	373898	6.77			
9/14/2018	374487	6.77			
10/5/2018	374884	6.77			
12/14/2018	376303	6.77			
2/16/2018	370084	7.00			
9/14/2018	374495	7.23			
9/21/2018	374768	7.38			
3/16/2018	370658	7.50			
8/24/2018	374061	7.50			
8/24/2018	374179	7.50			
11/23/2018	375986	7.77			
9/14/2018	374489	9.00			
8/24/2018	374094	9.37			
8/24/2018	374136	9.37			
8/24/2018	374148	9.37			
8/24/2018	374156	9.37			
8/24/2018	374165	9.37			
8/31/2018	374236	9.37			
8/31/2018	374288	9.37			
8/31/2018	374298	9.37			
8/31/2018	374306	9.37			
8/31/2018	374314	9.37			
8/31/2018	374331	9.42			
10/5/2018	375002	9.50			
10/12/2018	375145	9.50			
10/12/2018	375187	9.50			
10/19/2018	375341	9.50			
6/1/2018	372241	10.00			
6/1/2018	372252	10.00			
6/15/2018	372540	10.00			
9/14/2018	374498	10.00			

CHECKS - SUBTOTAL: \$ 540.66

Exhibit A

**RECREATION ACCOUNTS
UNCLAIMED CREDITS**

- Amount Less Than \$15.00
- No Later than February 2019

Date	Amount
2/22/2017	\$0.10
6/13/2015	\$3.90
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
7/18/2016	\$4.31
4/21/2016	\$5.00
4/21/2016	\$5.00
12/28/2017	\$5.00
2/3/2016	\$5.00
1/4/2017	\$5.00
5/2/2017	\$5.00
3/27/2017	\$7.00
12/7/2016	\$8.00
7/20/2016	\$8.00
6/1/2016	\$8.00
6/15/2016	\$8.00
1/26/2015	\$8.01
7/18/2016	\$8.62
7/18/2016	\$8.62
7/18/2016	\$8.62
7/10/2017	\$9.00
5/30/2017	\$9.00
7/20/2017	\$9.13
4/21/2017	\$10.00
4/24/2017	\$10.00
3/11/2016	\$10.00
5/31/2017	\$10.00
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
1/13/2016	\$11.25
9/18/2017	\$14.00
7/26/2017	\$14.26

CREDITS - SUBTOTAL: \$369.11

**UNCLAIMED
CHECKS/CREDITS -
GRAND TOTAL: \$ 909.77**



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Continued from April 7 and April 10: Adopt a Resolution Denying the Appeal and Upholding the Planning Commission’s Decision to Deny Site Development Permit No. SD18-0012 and Conditional Use Permit No. UP18-0012 to allow development of a hotel with up to 105 rooms and up to five stories in height, a tower element up to 73 feet in height, a floor area ratio up to 1.3, and one level of below-grade parking; relocation of wireless telecommunication equipment to the rooftop of the new building; and on- and off-premises sale of beer and wine on a 1.14-acre site at 1000 Jacklin Road
Category:	Consent Calendar-Community Development
Meeting Date:	4/21/2020
Staff Contact:	Ned Thomas, (408) 586-3273
Recommendation:	Adopt a Resolution denying the appeal and Upholding the Planning Commission’s decision to deny Site Development Permit No. SD18-0012 and Conditional Use Permit No. UP18-0012 to allow development of a hotel with up to 105 rooms and up to five stories in height, a tower element up to 73 feet in height, a floor area ratio up to 1.3, and one level of below-grade parking; the relocation of wireless telecommunication equipment to the rooftop of the new building; and the on- and off-premises sale of beer and wine on a 1.14-acre site located at 1000 Jacklin Road.

BACKGROUND AND ANALYSIS

On April 7, 2020, the City Council held a public hearing to consider the appeal filed regarding the Planning Commission’s denial of a proposed 105-room La Quinta Hotel project to be located on a 1.14-acre site in the Highway Services Zoning District at 1000 Jacklin Road. After receiving a presentation from staff, hearing from the appellant, and the public, the City Council closed the public hearing on April 7 and voted 5-0 to defer deliberations to a special meeting scheduled on Friday, April 10, 2020.

On April 10, 2020, the City Council held a special meeting to deliberate and consider the information in the record. After deliberating, the Council voted 3-2 to deny the appeal and uphold the Planning Commission’s decision to deny the required Site Development Permit and Conditional Use Permit for development of the hotel project at 1000 Jacklin Road. The Council directed staff to prepare required findings for denial for confirmation by the City Council at its next regular meeting on April 21, 2020.

RECOMMENDATION

Adopt a Resolution denying the appeal and upholding the Planning Commission’s decision to deny a Site Development Permit No. SD18-0012 and Conditional Use Permit No. UP18-0012 to allow development of a hotel with up to 105 rooms and up to five stories in height, a tower element up to 73 feet in height, a floor area ratio up to 1.3, and one level of below-grade parking; relocation of wireless telecommunication equipment to the rooftop of the new building; and on- and off-premises sale of beer and wine on a 1.14-acre site at 1000 Jacklin Road

ATTACHMENTS

- A: City Council Resolution
- B: Notice of Appeal

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION TO DENY SITE DEVELOPMENT PERMIT NO. 18-0012 AND CONDITIONAL USE PERMIT NO. UP18-0023 ON A 1.14-ACRE SITE AT 1000 JACKLIN ROAD (APN 028-05-015)

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.), the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.) (collectively, "CEQA"), the City of Milpitas is the lead agency for the proposed project described below; and

WHEREAS, on October 6, 1977, the Planning Commission approved "S" Zone plans for a 22,300 square foot two-story sports facility, plus parking and landscaping on the 1.14-acre subject site located at 1000 Jacklin Road; and

WHEREAS, on May 8, 1996, the Planning Commission approved Conditional Use Permit No. UP 1339 for a 60-foot monopole for a wireless telecommunication facility and construction of a 173 square-foot equipment shelter on the north side of the building; and

WHEREAS, on July 24, 1996, the Planning Commission approved subsequent amendment, UP1352, to allow co-location of two other carriers and construction of second equipment enclosure on the east side of the building. Additionally, on November 18, 1998, the Planning Commission approved Conditional Use Amendment No. UP1339 to allow antenna replacement; and

WHEREAS, on June 28, 2000, the Planning Commission approved Conditional Use Permit No. 1553 and "S" Zone Amendment to install wireless telecommunication antennas and equipment enclosure; and

WHEREAS, on May 28, 2003, the Planning Commission approved the "S" Zone amendment for a new 62'-10" tall clock tower located on the west side of the building to conceal a total of 12 antennas and associated equipment; and

WHEREAS, on September 23, 2012, the Planning Commission approved Conditional Use Permit No. UP12-0017 and Minor Site Development Permit No. MS12-0034 for removal and replacement of three existing panel antennas with three new panel antennas, installation of six new remote radio units, and replacement of existing equipment cabinets for an existing wireless telecommunication monopole; and

WHEREAS, on May 28, 2014, the Planning Commission approved Conditional Use Permit Amendment No. UA14-0001 to allow installation of three new antennas to an existing monopole tower and associated equipment previously approved with Conditional Use Permit No. UP1339; and

WHEREAS, on October 23, 2018, Mark Tiernan, on behalf of Joe Gigantino (the "appellant"), submitted an application to the City of Milpitas for the approvals necessary to allow development of a 122-room hotel at the subject site. The project (the "Project") thus consists of and requires:

- a. Site Development Permit No. SD18-0012: To allow the development of a five-story building with 105 hotel rooms on the 1.14-acre site; and
- b. Conditional Use Permit No. UP18-0012: To allow the hotel use, increase of allowable floor area ratio from 0.50 to 1.63, the relocation of cellular antenna equipment to the rooftop of the building, and the on and off-sale of beer and wine (Type 70 and Type 20 Alcoholic Beverage License); and
- c. Environmental Assessment No. EA18-0002: To review and assess all requested entitlements for consistency with the California Environmental Quality Act (CEQA); and

WHEREAS, the property is located within the Highway Services (HS) Zoning District; and

WHEREAS, the Planning Department completed an environmental assessment for the project, and, based on which assessment, decided to prepare an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with

the California Environmental Quality Act (CEQA), including, without limitation, CEQA Guidelines sections 15070 et seq. On July 19, 2019, the City provided a notice of intent to adopt a mitigated negative declaration to the public, responsible agencies, trustee agencies and the county clerk. The IS/MND was available for public review from July 19, 2019 through August 7, 2019, and was available for public review and inspection at City of Milpitas, 455 East Calaveras Boulevard, Milpitas, California; and

WHEREAS, on December 11, 2019, the Planning Commission held a duly-noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Project; and a continuation was requested by the Planning Commission at that hearing; and

WHEREAS, on January 15, 2020, the Planning Commission held a second duly-noticed public hearing on the subject application, at which all those in attendance were given the opportunity to speak on the Project; and

WHEREAS, several members of the public testified at the January 15, 2020 and December 11, 2019 Planning Commission hearings that the approval of the Site Development Permit and Conditional Use Permit would not foster community pride and have adverse impacts on Hillview vehicular traffic patterns and parking availability; and

WHEREAS, the Planning Commission considered all of the written and oral testimony presented at the public hearing in making its decision; and

WHEREAS, the Planning Commission denied the issuance of Site Development Permit No. SD18-0012, Conditional Use Permit No. UP18-0012, and Environmental Assessment No. EA18-0002; and

WHEREAS, on January 27, 2020, within the time allowed by the Milpitas Municipal Code, Joe Gigantino, the appellant, appealed the Planning Commission's denial of issuance of Site Development Permit No. SD18-0012, Conditional Use Permit No. UP18-0013, and Environmental Assessment No. EA18-0002; and

WHEREAS, a duly-noticed public hearing on the appeal was scheduled on March 17, 2020, but due to the ongoing COVID-19 pandemic and an order by the Santa Clara County Health Officer to shelter in place, and with agreement from the appellant, the appeal hearing was continued to April 7, 2020, to allow the City to facilitate a virtual meeting and provide all interested parties and individuals with the opportunity to submit comments on the Project; and

WHEREAS, the City provided all interested parties and individuals with the opportunity to submit comments on the Project via electronic mail, voicemail, or audio file prior to the meeting; and

WHEREAS, on April 7, 2020, the City Council held a duly-noticed public hearing on the subject appeal, at which time all those who wanted to speak on the Project were given the opportunity to submit written comments via electronic mail, and all comments received during the meeting read aloud by the City Clerk and her deputy; and

WHEREAS, the City Council closed the public hearing and continued the appeal to a special meeting on April 10, 2020, where the Council could continue their deliberations; and

WHEREAS, on April 10, 2020, the City Council considered all written and oral testimony presented at the public hearing on the appeal, including evidence presented by City staff, the appellant, and the public in making its decision; and

WHEREAS, on April 10, 2020, in conducting their deliberations, the Council voted 3-2 to direct staff to return with a resolution of denial with the required denial findings based on concerns expressed by a Council majority regarding the dominating visual prominence of the proposed hotel in the area, along with concerns about public safety and privacy due to how many individuals might be drawn to the area based on the size of the hotel.

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

SECTION 1. Recitals

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 incorporated herein by reference.

SECTION 2. California Environmental Quality Act

Pursuant to the California Environmental Quality Act (CEQA) contained at Public Resources Code 21080(b) and State CEQA Guidelines 15061(b)(4) and 15270, CEQA does not apply to a project that is rejected or disapproved by a public agency. Based on the City Council’s denial of the Site Development Permit and Conditional Use Permit, no further CEQA analysis is required and the City Council hereby relies on Public Resources Code 21080(b) and State CEQA Guidelines 15061(b)(4) and 15270 in adopting this resolution denying the project. As CEQA does not apply, the City Council also takes no action on Environmental Assessment No. EA18-0002.

SECTION 3. Site Development Permit (Section XI-10-57.03(F)(1))

In order to approve a Site Development Permit for the Project, the City Council would have to make the following findings:

- A. *The layout of the site and design of the proposed buildings, structures and landscaping are compatible and aesthetically harmonious with adjacent and surrounding development.*
- B. *The Project is consistent with the Milpitas Zoning Ordinance.*
- C. *The Project is consistent with the Milpitas General Plan.*

The City Council makes the following findings with regard to the Project based on the evidence in the public record in denying Site Development Permit No. SD18-0012:

- A. *The layout of the site and design of the proposed buildings, structures and landscaping for the Project are **not** compatible and aesthetically harmonious with adjacent and surrounding development.*

The project is not compatible or aesthetically harmonious with adjacent and surrounding buildings and development within the immediate area. The surrounding buildings are primarily one-story commercial office buildings and single-family residences. The Project would be significantly taller than all the surrounding commercial buildings and would be out of character and much taller than the adjacent residential neighborhood as noted by numerous residents and based on the plain facts. Further, it would be by far the tallest building in the surrounding area and would become the dominant visual feature in an area currently characterized primarily by single-story buildings and unobstructed hillside views. The size of the building also raises concerns about a potential for public safety and privacy impacts due to the number of people that may be drawn to the hotel based on its larger size. This is not compatible nor aesthetically harmonious with surrounding development or the immediately adjacent neighborhood.

- B. *The Project is **not** consistent with the Milpitas Zoning Ordinance.*

The proposed project is not consistent with the Milpitas Zoning Ordinance, as demonstrated and outlined in Table 1 below.

Table 1:
Summary of HS Development Standards

	Standard	Proposed	Complies?
<u>Setbacks</u> (Minimum)			
Front (North)	Major Street: 50’ All other streets: 0’	134.1’	Yes

	Standard	Proposed	Complies?
Side Yard (West)	0' 15' when abutting R District	17'6"	Yes
Side Yard (East)		4'5"	Yes
Rear (South)	0' 15' when abutting R District	3'2"	Yes
<u>Floor Area Ratio</u>	0.50	1.63	No*
<u>Building Height</u> (Maximum)	None	73'	Yes
<u>Landscaping</u>	25% of front yard setback	0' required front yard setback, so no landscaping required	Yes
<u>Off-Street Parking</u>	1 per guest room 105 rooms = 105 spaces	105 spaces	Yes
* Projects are permitted to exceed the standard FAR with approval of a Conditional Use Permit and associated findings			

The Project is only permitted to exceed the standard Floor Area Ratio (FAR) for the Highway Services Zoning District upon the issuance of a conditional use permit, which may only be considered when the appellant can demonstrate that the project (1) will generate low peak hour traffic and (2) will not create a dominating visual prominence.

As described in Section 4 below, the appellant has not demonstrated that the Project will not create a dominating visual prominence, and therefore the Conditional Use Permit cannot be issued. The Project is therefore not consistent with the City's Zoning Code.

SECTION 4: Conditional Use Permit (Section XI-10-57.04(F)(1))

In order to approve a Conditional Use Permit for the Project, the City Council would have to make the following findings:

- A. *The proposed use, at the proposed location, will not be detrimental or injurious to property or improvements in the vicinity, nor to the public health, safety and general welfare.*
- B. *The proposed use is consistent with the Milpitas General Plan.*
- C. *The Project is consistent with the Milpitas Zoning Ordinance.*

The City Council makes the following findings with regard to the Project based on the evidence in the public record in denying Conditional Use Permit No. UP18-0012:

- A. *The proposed use, at the proposed location **will be** detrimental or injurious to property or improvements in the vicinity and to the public health, safety, and general welfare.*

Based on the size of the hotel, there was concern that more people would be drawn to the location thereby potentially leading to increased public safety and privacy impacts in the area. Crime data was submitted into the record by both those opposed to the project, as well as the appellant for the project. Further, City Police staff did address some of the crime statistics on the record. Although Police did confirm that crime data from other hotels was not indicative of crime from those hotels, but rather represented crime from the general reporting vicinity, there is still a concern about the potential for increased crime based on the number of people that could be drawn to a hotel of this size. Based on the larger commercial use that would be introduced into this area of predominately single-story office buildings and single family residential homes, there is the potential for crime to be introduced into the area. Thus, the proposed hotel use at the size proposed would be detrimental to the public safety and general welfare in the surrounding area.

The proposed hotel would also be out of character with the surrounding neighborhood of residential homes and single-story office buildings. The proposed hotel would be five stories in height and would be visible or partially visible from the residential neighborhood and other nearby locations as noted by neighborhood testimony. A building of this size, bulk, and height would visibly dominate surrounding uses and would be detrimental to other property owners through the introduction of a new building that visibly changes the character and integrity of the neighborhood. On that basis, the proposed taller use at this proposed location would be detrimental to other property owners in the area.

Finally, as further stated below, the proposed hotel would create a dominating visual prominence in the area as it would be taller than all other surrounding buildings and taller than the existing clock tower on the site. Although the appellant provided a four-story option, no specific height details were provided, but even if not as tall as the existing clock tower, the bulk and mass of the building would still be four stories and wider than the existing clock tower. On this basis, the proposed use would be detrimental to other properties in the area and would be detrimental to the public welfare due to the size, height, and bulk of the new building and its visibility from various locations in the surrounding neighborhood.

B. The proposed use is not consistent with the Milpitas Zoning Ordinance.

The proposed project is not consistent with the Milpitas Zoning Ordinance, as the Project exceeds the standard FAR for the Highway Services District by 160%. Further, even the four-story option offered by the appellant would have a FAR of 1.0, which is double the maximum FAR. The FAR can only exceed the standard FAR if the appellant demonstrates that the project: (1) will generate low peak-hour traffic, and; (2) will not create a dominating visual prominence. As further demonstrated by the City Council's findings below, the appellant has not satisfied this requirement, and the Conditional Use Permit application is therefore denied.

Based on the evidence in the public record, the City Council further makes the following additional finding as support for its denial of Conditional Use Permit No. UP18-0012 based on the Floor Area Ratio in excess of the standard set forth in the Milpitas Zoning Ordinance:

C. The proposed development will create a dominating visual prominence.

The proposed hotel project will create a dominating visual prominence. The appellant has requested that he be allowed to exceed the maximum FAR for this zoning district by 160% (five-story option) or 100% (four-story option). The building would be significantly taller than all other existing buildings in the immediate vicinity and the surrounding neighborhood, which is characterized by single-family homes and single-story commercial buildings. At a height of 73 feet, the tallest portion of the building would be over 10 feet taller than the existing 62'10" clock tower and would be a significantly more dominating visual feature. While the clock tower is a narrow, decorative feature that complements views of the hillside, the proposed hotel project would be several stories and more than 30 feet taller than any building in the immediate vicinity. The tower element of the proposed building alone would also have a width of approximately 67'9" with no step-backs or reductions from the maximum height of 73' across the width of the tower. If constructed, the Project will be the dominant visual feature in this neighborhood, will block existing views of the hillsides from homes, parks and trails in the surrounding area, and will not be in keeping with the character of the other buildings or the adjacent residential neighborhood. Based on the foregoing, the City Council cannot make the required finding that the proposed hotel will not create a dominating visual prominence and cannot approve the Conditional Use Permit to allow the exceedance of the standard FAR in the Highway Service District.

Although the appellant provided a four-story option, no specific height details were provided, and even if this option would not be as tall as the existing clock tower, a four-story building with a width of 67'9" and length of approximately 232 feet would be much larger and bulkier than the existing clock tower. Thus, even with the four-story option which the appellant did not provide extensive details about, it would still create a dominating visual prominence based on the building's height, width, and length.

SECTION 5: City Council Decision and Denial

The City Council of the City of Milpitas hereby denies the appeal and upholds the Planning Commission decision to deny Site Development Permit No. SD18-0012 and Conditional Use Permit No. 18-0012. This decision of the City Council is based upon the findings contained in this Resolution, the full record before this Council, and the Council's interpretation of the Milpitas Municipal Code.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

455 E. Calaveras Blvd.
Milpitas, CA 95035

File with: Milpitas City Clerk
Milpitas City Hall, 3rd floor
455 E. Calaveras Blvd.
Milpitas, CA 95035

If questions, call:

PLANNING: (408) 586-3271
CITY CLERK: (408) 586-3001

City Clerk's Office

JAN 27 2020

RECEIVED

9:38 pm (PC)



1. APPELLANT(S):

Name: Joseph R. Gigantino Jr
Company: Milpitas Fitness Inc
Address: 1477 Dry Creek Rd
City/State/Zip: San Jose CA 95125

2. DECISION BEING APPEALED:

I (we), the undersigned, do hereby appeal a decision of the Planning Commission's (or other body's) approval of: NO + adopting resolution No 19-025.

Denying site permit SD18-CC12, CUP 1813-CC12, Environmental Assessment #18-CC02 Date of decision was January 15, 2020

PROJECT: Lo Quanta Hotel

LOCATION: 1000 Jacklin Road

DATE OF DECISION BEING APPEALED: January 15, 2020

3. STATE THE SPECIFIC RELIEF WHICH THE APPELLANT SEEKS:

Appellant is seeking adoption of resolution N. 19-025, adoption of mitigated negative Declaration + mitigation monitoring + reporting program and approval of Site Development Permit No. SD18-CC12, CUP # 1813-CC12 and Environmental Assessment #18-CC02.

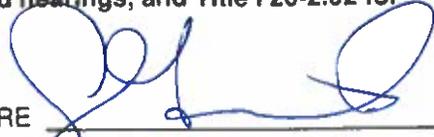
4. SUMMARY OF REASONS WHY THE APPELLANT CLAIMS ENTITLEMENT TO THE RELIEF SOUGHT: Appellant presented to the Planning Commission all support materials, plans, renderings and studies as requested in the motion from the 12/11/19 PC meeting. The Appellant believes the denial of Resolution 19-025 was not based upon the facts presented. The reason for denial was that the hotel would not foster community pride through the beautification of a 40 yr. old outdated empty building. Planning staff report concluded that the hotel will beautify the property with a modern hotel, interesting architecture and improved aesthetics. Therefore the project is consistent with the General Plan Staff also concluded that ^{with} the conditioned measures to mitigate height and visual prominence impacts, and traffic, the project is consistent with the Zoning Code, pending approval of the Conditional Use Permit.

Attach additional pages, if more space is needed.

I, the undersigned, acknowledge the procedures for filing an appeal, including the responsibilities of public notices in accordance with the Milpitas Municipal Codes Title XI 10-64.04, as prescribed for zoning related hearings, and Title I 20-2.02 for Notices provided by mail.

DATE: 1/27/20

SIGNATURE



PRINT NAME

Joseph R. Giordano

ADDRESS

1477 Dry Creek Rd

CITY/ST/ZIP

San Jose, CA 95125

PHONE #s:

408/605-4840

\$1,858

PAID Filing Fee ~~\$100.00~~

Cash

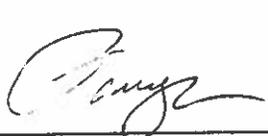
Check No.

Ch # 1447

E-MAIL ADDRESS:

Joe@workout.com

FORM & FEE RECEIVED BY:

 (PAM CORONADO
DEPUTY CITY CLERK)

(City staff name)

DATE RECEIVED:

1/27/2020 @ 2:33 pm

Chk # 1447 - \$1,858

Mary Lavelle

From: Cynthia Winters
Sent: Monday, February 03, 2020 4:47 PM
To: Mary Lavelle
Subject: LA QUINTA HOTEL RECEIPT

		City of Milpitas Fiscal Services Division 455 E. Calaveras Blvd., Milpitas, CA 95035		City Hall Main : 408-586-3000 Fiscal Services : 408-586-3100 Building Department : 408-586-3240	
Receipt					
Receipt Number :		R000502750		Date : 2/4/2020	
Customer Name :		MILPITAS FITNESS INC		Pay Type :	
Gen Gov Service Chrg					
LA QUINTA HOTEL APPEAL		100-3601		\$1,858.00	
				Total : \$1,858.00	
 02/04/2020		 R000502750			



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Approve and Authorize the City Manager to Execute an Agreement with Maze & Associates Accountancy Corporation for Professional Auditing Services for a Five-Year Period for an Amount Not to Exceed \$479,175
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	4/21/2020
Staff Contact:	Walter C. Rossmann, Director of Finance, 408-586-3111
Recommendation:	Approve and authorize the City Manager to execute an Agreement with Maze & Associates Accountancy Corporation for Professional Auditing Services for a five-year period for an amount not to exceed \$479,175, subject to annual appropriation of funds.

Background:

For local governments the annual external financial audit aims to “provide assurance” that an agency does not “materially misstate” the financial statements. The audit firm is also required to provide an annual assessment, which highlights any weaknesses in the entity’s practices and procedures and determine whether such weaknesses affected the financial statements. The City is required to present audited financial statements as a condition of City’s debt covenants and federal grant agreements in excess of \$750,000.

The City’s agreement with Maze & Associates for professional auditing services expired for the Fiscal Year 2019 audit and the City is required to contract for the upcoming Fiscal Year 2020 audit. Maze & Associates has performed audit services for the past 24 years. During the past years, Maze & Associates rotated partners to ensure independent review as required by AB1345. The statute, which became effective for the Fiscal Year 2013-14, stipulates lead audit partner rotation after six consecutive years of audits by the same firm.

Analysis:

On February 5, 2020, the Purchasing Division released RFP No. 2420 seeking proposals from qualified vendors with demonstrated experience in providing Citywide financial auditing services to municipal clients throughout the State of California.

The RFP was publicly noticed in accordance with the City’s Municipal Code, advertised on the City’s website, emailed to companies registered with the City via ProcureNow.com (the City’s eProcurement system) and a bid notice posted to PublicPurchase.com as well. Additionally, the RFP was published on the City website. Upon release, 152 firms received the solicitation notification and 23 firms downloaded the RFP documents. The Purchasing Division received six (6) proposals by 2:00 pm on the March 5, 2020 deadline in response to the RFP. All six proposals were reviewed for completeness, were accepted and continued in the evaluation process.

The six (6) companies that continued in the evaluation process were:

1. Macias Gini & O’Connell (MGO)
2. Brown Armstrong Accountancy Corporation (BAAC)
3. Badawi and Associates CPA (B&A CPA)
4. LSL CPAs
5. Maze & Associates Accountancy Corporation (Maze and Associates)
6. Eide Bailly

The evaluation committee reviewed proposals based on the following criteria:

1. Cover Letter
2. Company Profile
3. Personnel Assigned
4. Execution Plan
5. References, and
6. Proposed Compensation

After an initial evaluation by two City staff members and one outside evaluator, who comprised the evaluation committee, the three highest ranked firms (Maze & Associates Accountancy Corporation, Eide Bailly, and Macias Gini & O’Connell) were invited to and attended an interview to gather further information regarding their proposals and offer the evaluation committee the opportunity to ask clarifying questions before forwarding a recommendation for award to the City Council. Interviews were held at the Milpitas City Hall on March 16, 2020.

After compiling preliminary scoring, the top two firms, Maze & Associates Accountancy Corporation and Macias Gini & O’Connell, were asked to supply a best and final offer regarding the proposed compensation for all services outlined in the RFP. After evaluation of the revised compensation, the evaluation committee finalized all scoring.

This table shows the final evaluation scores with the recommended firm highlighted:

Citywide Financial Auditing Services (RFP No. 2420)	MGO	BAAC	Maze & Associates	LSL CPAs	B&A CPA	Eide Bailly
Final Evaluation Score	90.83	68.17	93	73.17	70.5	76

The annual contract price of \$95,835 includes the services outlined below. It is important to note that depending on the receipt of federal grant funds, one or more single audit programs may be required. With the receipt of the SAFER Grant, which partially funds six firefighter positions added this fiscal year, and the regular CDBG allocation, at least one single audit program is required. The table below the service descriptions provides the line item costs.

- 1) Audit related services:
 - a. Audit services for the City and issue Independent Auditors’ Report and Comprehensive Annual Financial Report (CAFR), Memorandum of Internal Control (MOIC), and Required Communications Report
 - b. Agreed Upon Procedure Report on Compliance with Appropriations Limit Increment
 - c. Single audit Report (1 program)
 - d. Bicycle/Pedestrian Projects Financial Statements for Transportation Development Act (TDA) compliance
 - e. Prepare and submit annual State Controller Office Cities Financial Transaction Report for the City, annual Special District Financial Transaction Report for Milpitas Public Finance Authority and Milpitas Municipal Finance Authority
 - f. Review and update Successor Agency footnote disclosure
- 2) Agreed Upon Procedure services:
 - a. Prepare basic financial statements for Milpitas Municipal Financing Authority
 - b. Perform agreed upon procedure review for the solid waste contracted hauler’s compliance with franchise agreement.
- 3) Two additional single audit programs (as required)

Service Description	Contract Price
1) Audit and related services	\$78,100
2) Agreed Upon Procedure (AUP) services (Prepare basic financial statement for MMPA & review the compliance hauler's franchise agreement)	\$7,435
3) Two additional single audit programs (as required)	\$10,300
Total annual contract price	\$95,835
Total five years contract price	\$479,175

Policy Alternatives:

Alternative 1: Do not award agreement to Maze & Associates Accountancy Corporation as the highest ranked vendor for RFP 2420 Citywide Financial Audit Services and award the contract to Macias, Gini, and O'Connell, the second highest ranked proposer, at a total amount not to exceed \$567,550 for five years.

Pros: Awarding the contract to Macias, Gini, and O'Connell will have a different audit firm review the City's financial statements and testing of the City's internal controls.

Cons: Awarding the contract will increase the cost to the City by \$88,375 over 5 years.

Reason not recommended: Maze & Associates will assign a different partner to the City ensuring an independent review of the City's financial statements and testing of the City's internal controls with cost avoidance of \$88,375 over five years.

Alternative 2: Do not award the agreement Citywide financial audit services.

Pros: The City would save \$479,175 in contracted services over five years.

Cons: The City is required to present audited financial statements as a condition of City's debt covenants, grant agreements, and including federal grant awards in excess of \$750,000.

Reason not recommended: The City would not be in compliance, if agreement is not awarded. The City is required to hire an independent auditor for review of its financial statements.

Fiscal Impact: For Fiscal Year 2019-20, the City budgeted \$103,000 for audit services. For future years, annual audit services funding is subject to annual appropriations.

California Environmental Quality Act: By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Approve and authorize the City Manager to execute an Agreement with Maze & Associates Accountancy Corporation for Professional Auditing Services for a five-year period for an amount not to exceed \$479,175, subject to annual appropriation of funds.

Attachment:

Professional Services Agreement with Maze & Associates

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of **April 22, 2020** (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Maze & Associates Accounting Corporation**, a corporation its principal place of business at **3478 Buskirk Avenue Suite 215, Pleasant Hill, CA 94523** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

CITYWIDE FINANCIAL AUDIT SERVICES
(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Four Hundred Seventy-Nine Thousand One Hundred Seventy-Five Dollars and Zero Cents (\$479,175.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by

both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **April 22, 2020** to **December 31, 2024**, , unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to

so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code

Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

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

15. City Material Requirements.

[RESERVED]

16. Laws and Venue.

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

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for

which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. The Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Katherine Yuen as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Milpitas

455 E. Calaveras Boulevard

Milpitas, California 95035

Attn: Walter C. Rossmann, Director of Finance

CONSULTANT:

Maze & Associates Accounting Corporation

3478 Buskirk Avenue, Suite 215

Pleasant Hill, CA 94523

Attn: Katherine Yuen, Vice President

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

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

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

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

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona

fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND MAZE & ASSOCIATES ACCOUNTING CORPORATION**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

Approved By:

Steven G. McHarris, Interim City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved As To Content:

Walter C. Rossmann, Risk Manager/Director
of Finance

**MAZE & ASSOCIATES ACCOUNTING
CORPORATION**

Signature

Name

Title

Date

EXHIBIT A

Scope of Services

The City of Milpitas is contracting with Consultant to provide audit services that include preparing a Comprehensive Annual Financial Report (CAFR), Single Audits and related tasks as detailed below for the fiscal year ended June 30, 2020 and each of the subsequent years per the term of the contract. The City plans to submit the CAFR to the Government Finance Officers Association (GFOA) for review as a part of their Certificate of Achievement for Excellence in Financial Reporting program.

The audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2018), the provisions of the Single Audit Act Amendments of 1996 and the provisions of *Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) from the U.S. Office of Management and Budget (OMB) Office.

The selected independent auditor will be required to perform the following tasks.

1. The Consultant will perform an audit of all funds for the City of Milpitas. The audit will be conducted in accordance with generally accepted auditing standards in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. **The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm.** The Consultant will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The Consultant will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
2. The Consultant will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required. If the City does not meet the minimum requirements to necessitate a single audit, the fees shall be adjusted accordingly. In fiscal year 2019, one program U.S. Department of Housing and Urban Development Community Development Block Grant was tested. As of the date of this proposal, the single audit has not been completed. For fiscal year 2018, there was no single audit.

3. The Consultant will perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.

4. The Consultant will issue a separate report Memorandum of Internal of Control and Required Communications that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions.

5. The Consultant will prepare the State Controller Office annual report annually for the City of Milpitas, Milpitas Public Financing Authority and Milpitas Municipal Financing Authority.

6. Periodically, the City receives Transportation Development Act (TDA) funds (Article 3 Bikeway Program) from the Metropolitan Transportation Commission for bicycle and pedestrian improvements. Whenever such funds are received (or expended by the City) an audit is required. If funding is received during the contract period, an audit of the TDA activity will be required including an opinion of fair presentation in accordance with GAAP and compliance with applicable program guidelines. If the City does not meet the minimum requirements to necessitate an audit, the fees shall be adjusted accordingly.

7. The Consultant will perform:

- a. an audit of and prepare basic financial statements for the Milpitas Municipal Financing Authority. The Authority was organized to provide assistance to the City in financing public improvements for the benefit of the residents of the City. The Authority has not had any activity in the last five years and does not anticipate in the contract year. However, if an audit of the Authority is required an opinion of fair presentation in accordance with GAAP; and/or
- b. An agreed upon procedure review for the solid waste contracted hauler's compliance with the franchise agreement. See section 4.16 from the franchise agreement.

8. Irregularities and Illegal Acts. Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

Steven McHarris, Interim City Manager
Christopher J. Diaz, Best Best & Krieger LLP
Walter C. Rossmann, Director of Finance/Risk Manager

9. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years after issuance of the audit report, unless the firm is notified in writing by the City of Milpitas of the need to extend the retention period. The auditor will be required to make working papers available to the City of Milpitas, or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor Consultant and allow the successor Consultant to review working papers relating to matters of continuing accounting significance.

10. The Finance Director and staff will complete their review of the draft report within one business week after receipt on the report described in paragraph seven (7) above. During that period, the Auditor shall be available for any meetings that may be necessary to discuss the audit reports.

11. Report Preparation Report preparation, editing and typing of all reports shall be the responsibility of the auditor. The City of Milpitas will be responsible for printing the Comprehensive Annual Financial Report.

- a. Comprehensive Annual Financial Report
- b. Single Audit (15 Bound and 1 pdf)
- c. Transportation Development Act Report (15 Bound and 1 pdf)
- d. Memorandum of Internal Control (15 Bound and 1 pdf)
- e. Required Communication (15 Bound and 1 pdf)
- f. Gann Limit AUP Report (5 Copies and 1 pdf)
- g. Successor Agency Footnote Disclosure
- h. Comprehensive Annual Financial Report PDF copy to publish on City's website
- i. State Controller's Office Report – City
- j. State Controller's Office Report – Milpitas Public Financing Authority
- k. State Controller's Office Report – Milpitas Municipal Financing Authority

12. Checklist. Consultant shall provide a complete audit checking list prior to the start of services.

13. GASB Expertise. Consultant shall have significant Government Accounting Standard Board training, be able to inform City about upcoming GASB changes, assist City implementing new GASB, provide a comprehensive PBC list. Additionally, Consultant will be able to meet the timeline listed on the RFP.

Further, Consultant shall provide backup to show reconciliation between the entity wide statements and fund level, assists in preparing the CAFR. After 3-4 days of City providing the trial balance, Consultant will provide City analytical review questions on the first week of the final phase of the audit.

14. Exit Conference. Exit conference shall occur on the last day of the interim and final phase of the audit. Consultant shall provide the City a copy of the CAFR draft for City staff to review and a list of potential issues communicated to City staff at the end of interim. During the final audit, CAFR draft and a comprehensive open list shall be prepared for City staff to review at the end of final audit. All the audit checklist items will be provided in an electronic format.

The timeline is preset during the exit conference at the interim phase, and Consultant shall commit to the timeline pending revision by City. Consultant shall perform special emphasis audit on selected cash collection site(s). Consultant shall be available to City staff for questions and/or advice on issues that may affect financial statement(s) during the term of this agreement.

City Assistance to be Provided to the Auditor and Report Preparation

- A. The City of Milpitas will have all records ready for preliminary audit fieldwork and all management personnel available to meet with the firm's personnel as of April 27, 2020.

Finance Department and Clerical Assistance

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing direction to needed sources of information, documentation and explanations. The City of Milpitas will prepare the confirmation letters.

B. Payroll

Payroll is processed in-house by Finance Department staff.

C. Statements and Schedules to be Prepared by City Staff

As noted in paragraph "A" of this section, the City of Milpitas Finance staff will provide limited audit assistance as is reasonably possible and appropriate. The City's Finance Department staff will prepare most of the Prepared by Client (PBCs) schedules as has been done in prior audits. The list of PBCs required by the Consultant shall be provided to the City during the interim audit.

D. Work Area and Equipment

The City of Milpitas will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to a telephone, a computer with access to the general ledger system, and photocopying machines with scanning capabilities for performing work required under the contract.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant.

Service	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
City Audit and Related Reports	\$65,950	\$65,950	\$65,950	\$65,950	\$65,950
GANN Limit Review Report	\$608	\$608	\$608	\$608	\$608
Three (3) Audit and Related Reports (Price per program*) *City will pay for the number of the programs that are required to be tested.	\$15,450	\$15,450	\$15,450	\$15,450	\$15,450
TDA Article 3 Audit	\$2,640	\$2,640	\$2,640	\$2,640	\$2,640
Web CAFR for publishing on City's website	\$340	\$340	\$340	\$340	\$340
SCO Report - City	\$6,720	\$6,720	\$6,720	\$6,720	\$6,720
SCO Report - MPFA	\$725	\$725	\$725	\$725	\$725
SCO Report - MMFA	\$725	\$725	\$725	\$725	\$725
Successor Agency Disclosure	\$980	\$980	\$980	\$980	\$980
Continuing Client Discount	(\$4,838)	21	(\$4,838)	(\$4,838)	(\$4,838)
Additional Discount	(\$900)	(\$900)	(\$900)	(\$900)	(\$900)
Procedures for 7a. And 7b. (see scope of work)	\$7,435	\$7,435	\$7,435	\$7,435	\$7,435
Total for Fiscal Year (not-to- exceed)	\$95,835.00	\$95,835.00	\$95,835.00	\$95,835.00	\$95,835.00

EXHIBIT C

Activity Schedule

Schedule for the 2020 Fiscal Year Audit (similar schedules will be developed in subsequent years)

Each of the following should be **completed** by the auditor **no later than** the dates indicated:

<u>DELIVERABLES</u>	<u>MILESTONE DATES</u>
1. Entrance conference	April 2020
The purpose of this meeting will be to discuss any prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor. The auditor shall provide both a detailed audit plan and a list of all schedules to be prepared by the City of Milpitas for interim.	
2. Interim work determined	to be
3. Interim exit conference fieldwork	last day of interim
The purpose of this meeting will be to summarize the results of the preliminary tests of the key internal controls and to discuss a written report of items of concern or other matters to be tested.	
4. Detailed Audit Plan	last day of interim fieldwork
The auditor shall provide both a detailed audit plan and a list of all schedules to be prepared by the City of Milpitas for the final phase of the audit.	
5. Entrance conference to commence Year-end audit work	September 8, 2020
6. Fieldwork September 25, 2020	September 8 –
7. Exit conference	September 25, 2020

The purpose of this meeting will be to summarize the results of the field work and to review significant findings. The auditor shall have drafts of the audit reports and recommendations to management available for review by the

Finance Director by this date. Please also provide a listing of outstanding issues that have not been resolved during the audit.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| 8. Draft Reports to be reviewed by City Staff
October 9, 2020 | September 25 - |
| 9. City to provide the following report edit to auditor
Report Draft changes
Management Discussion and Analysis
Transmittal Letter
Responses to all the outstanding items | October 9,2020 |
| 10. Auditor provides all final reports to City
For final review | November 2, 2020 |
| 11. Auditor to issue opinions for all the reports
Comprehensive Annual Financial Report
Memorandum of Internal Control
Required Communications
Single Audit Report
Appropriation Limit AUP
Transportation Development Act Report | November 13, 2020
November 13, 2020
November 13, 2020
November 13, 2020
November 13, 2020
November 13, 2020 |
| 12. CAFR Presentation to Council | December 1, 2020 |

EXHIBIT “D”

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

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

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

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

Commercial General Liability (CGL):

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

X_ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

___ Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

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

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ___ Bid Bond
- ___ Performance Bond
- ___ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

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

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an

endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

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

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

Waiver of Subrogation:

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

Completed Operations

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention

or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

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

Applicability of Coverage:

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



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Report from the Purchasing Agent Regarding Emergency Purchases over \$20,000 Related to the Novel Coronavirus (COVID-19) Outbreak for the Period of April 1 to April 14, 2020
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	4/21/2020
Staff Contact:	Chris Schroeder, 408-687-1639
Recommendation:	Accept a report from the Purchasing Agent regarding emergency purchases over \$20,000 related to the novel coronavirus (COVID-19) outbreak for the period of April 1 to April 14, 2020 for the purchase of Personal Protective Equipment (PPE) for Milpitas Firefighters.

Background:

On March 13, 2020, the President of the United States declared a National Emergency concerning the Novel Coronavirus Disease (COVID-19) Outbreak. At the March 17 City Council meeting, the City Council unanimously ratified the declaration of an emergency made by the Interim City Manager on March 12.

In accordance with the City's Municipal Code Section I-2-3.10, titled Emergency Authority of the Purchasing Agent, the City's Purchasing Agent may authorize emergency purchases without observing the bidding procedures upon a finding that such purchases are required for the immediate preservation of the public health, safety, or welfare and that there is an immediate or imminent emergency. This section further states that the Purchasing Agent may purchase supplies or services, even though the amount thereof may exceed Twenty Thousand Dollars (\$20,000), without competitive bids upon notice.

However, the Code requires that at the next succeeding City Council meeting, the Purchasing Agent shall submit to the City Council a written statement of the circumstances of such emergency purchase over \$20,000, a description of the supplies or services purchased, and the prices thereof.

Analysis:

This staff report is consistent with the aforementioned Municipal Code section. From April 1 to April 14, 2020, the Purchasing Agent authorized emergency purchases over \$20,000 for two contracts without observing the bidding procedures as detailed in the table below.

Date of Executed Contract	Description of Services or Goods Services Purchased	Not-to-Exceed Amount	Purchasing Agent's Finding for Use of Emergency Authority
4/04/2020	Assorted Personal Protective Equipment. Powered Air Purifying Respirators, Medical Gowns, Nitrile Gloves, Tychem Coveralls.	\$37,517.80	To ensure the health and safety of firefighters in first response situations relating to the COVID-19 pandemic.
4/07/2020	Assorted Personal Protective Equipment. Powered Air Purifying Respirators and Hoods, Medical Gloves, Booties, Tychem and Tyvek Coveralls.	\$37,959.25	To ensure the health and safety of firefighters in first response situations relating to the COVID-19 pandemic.
	Total	\$75,477.05	

Fiscal Impact:

Staff will seek reimbursement from the Federal Emergency Management Agency (FEMA) consistent with the presidential declaration of a National Emergency concerning the Novel Coronavirus Disease (COVID-19) Outbreak. It is important to note that FEMA only reimburses 75% of the cost plus a 5% management fee.

California Environmental Quality Act:

N/A

Recommendation:

Accept a report from the Purchasing Agent regarding emergency purchases over \$20,000 related to the novel coronavirus (COVID-19) outbreak for the period of April 1 to April 14, 2020 for the purchase of Personal Protective Equipment for Milpitas Firefighters.

Attachment

None



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive Summary Report on Assembly Bill 3005 and Authorize Letter of Support
Category:	Consent Calendar-Leadership and Support Services
Meeting Date:	4/21/2020
Staff Contact:	Christopher J. Diaz, City Attorney, 408-586-3040 Tony Ndah, P.E., Public Works Director, 408-586-2602 Steve Erickson, Engineering Director, 408-586-3301
Recommendation:	Receive summary report on Assembly Bill 3005 and authorize letter of support.

Background:

Valley Water (formerly the Santa Clara Valley Water District) has requested the City of Milpitas (“City”) support Assembly Bill 3005 (2020) by approving and sending a letter of support to the bill’s author. AB 3005 was introduced as urgency legislation by Assemblymember Robert Rivas to expedite the reconstruction of Anderson Dam, located in Morgan Hill. Valley Water owns Anderson Dam and has been working on its seismic retrofitting for years. AB 3005 aims to facilitate construction on the project by streamlining permit processes and expediting judicial review of any California Environmental Quality Act (“CEQA”) challenges to the project.

Analysis:

Anderson Dam was built in 1950 and is owned by Valley Water. The reservoir it creates stores local rainfall runoff and imported water. It is an important water source for the City, treatment plants, and the recharge of the groundwater basin, and its scheduled releases are critical to sustaining surrounding wildlife. However, its outdated design poses public safety and financial risks.

Experts have determined that Anderson Dam would not be able to withstand major earthquakes on the nearby Calaveras and Coyote Creek faults. A breach of the dam at full capacity would flood an area extending more than 30 miles northwest to the San Francisco Bay, which would include the City of Milpitas, and other areas. In February 2017, torrential storms caused water from the reservoir to flow over and inundate homes and businesses in a San Jose neighborhood. The flood prompted evacuation orders for 14,000 homes, left one hundred million in damages, and resulted in litigation by flood victims against numerous public agencies.

AB 3005 aims to facilitate the speedy and expert construction of the Anderson Dam Seismic Retrofit Project. This project would remove and replace the dam to minimize the imminent risks to public safety and the local economy that would result from a dam breach. The legislation requires the State Water Resources Control Board and the California Department of Fish and Wildlife to expedite the permitting process for the project and issue necessary permits within three to four months after permit applications are submitted, instead of up to two years as is typical for projects of this size and scope. For example, the bill would require the California Department of Fish and Wildlife, to determine within a shortened time period, whether the project will substantially adversely affect an existing fish and wildlife resource. If the Department determines that the project will substantially adversely affect an existing fish and wildlife resource, it must specify the process by which the Department is to issue a final agreement to Valley Water that includes reasonable measures necessary to protect the affected resource.

Additionally, the bill would require expedited judicial review (to be completed within 270 days) of any legal challenges to an Environmental Impact Report issued for the project in compliance with CEQA. The bill would also authorize state agencies with permitting authority over the project to take certain actions to expedite the permitting process for the project, including entering into an agreement for the recovery of certain costs. Lastly, the bill authorizes “best value” selection of construction contractors and requires a skilled and trained workforce for the project.

Staff encourages the City Council to express its support of AB 3005 by approving and directing staff to send a letter of support drafted by Valley Water to the bill’s author. The City faces an ongoing flooding risk so long as Valley Water’s reconstruction project is not completed in a timely manner, and adoption of this bill will expedite construction.

Fiscal Impact:

None identified at this time.

California Environmental Quality Act:

The City Council’s decision to authorize a letter of support is an action exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15061(b)(3) where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The City Council’s support of this legislation will not have any effect on the environment. The legislation will establish a regulatory process and environmental review for the Anderson Dam construction project and the Council’s authorization of a letter of support would merely ensure a clear regulatory process which includes environmental review for the project.

Recommendation:

Receive summary report on Assembly Bill 3005 and authorize letter of support.

Attachments:

Copy of AB 3005
Draft Sample Letter of Support

ASSEMBLY BILL

No. 3005

Introduced by Assembly Member Robert Rivas
(Coauthors: Assembly Members Berman, Chu, and Gallagher)
(Coauthors: Senators Beall, Caballero, Hill, Monning, and Nielsen)

February 21, 2020

An act to add Section 1602.5 to the Fish and Game Code, to add Section 21163 to the Public Contract Code, to add Chapter 6.8 (commencing with Section 21189.60) to Division 13 of the Public Resources Code, and to add Section 13260.1 to, and to add Part 4 (commencing with Section 6700) to Division 3 of, the Water Code, relating to the Leroy Anderson Dam and Reservoir, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 3005, as introduced, Robert Rivas. Leroy Anderson Dam and Reservoir: environmental review, permitting, and public contracting.

Existing law prohibits an entity from diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or banks of, a river, stream, or lake, or depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into a river, stream, or lake, unless the Department of Fish and Wildlife receives written notification regarding the activity and the department either determines that the activity will not substantially adversely affect an existing fish and wildlife resource or, if the department determines that the activity may substantially adversely affect an existing fish and wildlife resource, the department issues a final agreement to the entity that includes reasonable measures necessary to protect the affected resource.

This bill would require the department, within 15 days of receipt of the notification from the Santa Clara Valley Water District, to inform the department whether the Anderson Dam project, as defined, will not substantially adversely affect an existing fish and wildlife resource. If the department determines that the project will substantially adversely affect an existing fish and wildlife resource, the bill would specify the process by which the department is to issue a final agreement to the district that includes reasonable measures necessary to protect the affected resource.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes administrative procedures for the review and certification of the EIR for a project and judicial review procedures for any action or proceeding brought to challenge the lead agency's decision to certify the EIR or to grant project approvals.

This bill would establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for the Anderson Dam project, as defined, located in the County of Santa Clara. The bill would apply certain rules of court establishing procedures requiring actions or proceedings seeking judicial review pursuant to CEQA or the granting of project approvals, including any appeals therefrom, to be resolved, to the extent feasible, within 270 days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to the Anderson Dam project under CEQA.

Existing law requires specified persons to file with the appropriate regional water quality control board a report of waste discharge relative to any material change or propose change in the character, location, or volume of discharge into the waters of the state. Existing law requires the regional board to prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge, as specified.

This bill would require the State Water Resources Control Board, within 120 days of receipt of a report of waste discharge from the district with respect to the Anderson Dam project, to prescribe requirements as to the nature of the proposed discharge, as provided.

This bill would authorize state agencies with permitting authority over the Anderson Dam project to take certain actions to expedite the permitting process for the project, including entering into an agreement for the recovery of certain costs.

Existing law authorizes certain local entities to select a bidder for a contract on the basis of “best value,” as defined. Existing law governs various types of contract procedures applicable to the Santa Clara Valley Water District and prescribes competitive bidding procedures for any improvement or unit of work over \$50,000.

This bill would authorize the district, upon approval by the board of directors of the district, to award contracts on a best value basis for any work of construction to retrofit, repair, or replace the Leroy Anderson Dam and Reservoir, owned by the district and located in the County of Santa Clara. The bill would require the district, if the board elects to award contracts on a best value basis, to comply with specified requirements governing the documents prepared setting forth the scope and estimated price of the project and the request for qualifications. The bill would prohibit a best value contractor from being prequalified or shortlisted unless the contractor provides an enforceable commitment to the district that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project, in accordance with certain criteria. By requiring certain information of bidders to be certified under penalty of perjury, the bill would expand an existing crime, thereby imposing a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Santa Clara Valley Water District.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: yes.

State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) The Leroy Anderson Dam and Reservoir, owned by the
4 Santa Clara Valley Water District and located in the County of
5 Santa Clara, is the largest reservoir in the county with a capacity
6 of 89,278 acre-feet, and is a critical part of the region's water
7 supply system.

8 (b) A breach of the Leroy Anderson Dam at full capacity could
9 have catastrophic consequences, including inundation of a land
10 area extending more than 30 miles northwest to San Francisco
11 Bay, including the Cities of Milpitas, San Jose, Santa Clara, and
12 Sunnyvale, and more than 40 miles southeast to Monterey Bay,
13 including the Cities of Gilroy, Morgan Hill, and Watsonville. This
14 area includes a significant part of region known as Silicon Valley
15 and is home to thousands of job-creating businesses that drive the
16 regional, state, and national economies.

17 (c) The dam has been determined by the Santa Clara Valley
18 Water District, the Department of Water Resources Division of
19 Safety of Dams, and the Federal Energy Regulatory Commission
20 to be at risk of an uncontrolled release of water due to a seismic
21 event. The district has adopted a restriction that is equivalent to
22 58 percent of the reservoir's capacity. To further protect public
23 safety, the Santa Clara Valley Water District also reduces the
24 reservoir's storage before the rainy season to decrease the chance
25 that the restricted capacity is exceeded.

26 (d) Built in 1950 to the seismic and dam safety standards of the
27 day, the dam would not withstand the largest likely earthquake,
28 known as the maximum credible earthquake, on the nearby
29 Calaveras and Coyote Creek faults. A 2008 seismic stability
30 evaluation identified potential embankment instability as a result
31 of seismic shaking and liquefaction. In 2012, voters in the County
32 of Santa Clara approved of a parcel tax that paid for the initiation
33 of the Anderson Dam Seismic Retrofit Project, and will pay for a
34 portion of the overall project costs. By 2016, findings from the
35 geotechnical and geologic investigations performed during the
36 project's design phase led to the conclusion that a more extensive
37 dam retrofit than had originally been envisioned would have to be
38 performed, causing a necessary delay and redesign of the project.

1 (e) In February 2017, an atmospheric river event, which
2 conveyed a series of wet storms to the region, triggered the use of
3 the dam’s spillway, increasing the flow in Coyote Creek beyond
4 capacity, flooding homes and businesses in the City of San Jose,
5 and causing the evacuation of 14,000 people. The dam’s outlet,
6 used to draw down the reservoir in an emergency, is too small by
7 modern standards, and in advance of the 2017 storms, the outlet
8 had been releasing as much water as possible for more than a
9 month.

10 (f) The Santa Clara Valley Water District’s Anderson Dam
11 Seismic Retrofit Project will remove and replace the dam. It will
12 be constructed to modern seismic and dam safety standards,
13 including increased capacities for the dam’s spillway and outlet
14 to allow a rapid, controlled draw down in an emergency and to
15 enhance incidental flood protection. The project design is now 75
16 percent complete.

17 (g) The project is complex and must be evaluated under both
18 state and federal environmental laws. To help protect public safety,
19 the environment, and a significant portion of the San Francisco
20 Bay area economy, state permitting agencies should ensure that
21 permit review and approval is completed expeditiously.

22 (h) The independent Board of Consultants, convened pursuant
23 to the Federal Energy Regulatory Commission process, has
24 recommended the “best value” procurement method for the
25 Anderson Dam Seismic Retrofit Project due to its complex design,
26 delivery, and installation. Authorizing this project for an alternative
27 method of contract award, similar to other major surface storage
28 projects, is in keeping with construction industry practices and is
29 prudent for a project of this scale and importance.

30 (i) Timely completion of the Anderson Dam Seismic Retrofit
31 Project will reduce the risks to public safety and the California
32 economy stemming from the outdated design of the existing dam.

33 (j) The replacement of the Leroy Anderson Dam is of statewide
34 importance and that the project warrants expedited permit
35 processing, as well as other actions by the state that will further
36 support the timely delivery of a well-constructed dam replacement
37 to protect public safety.

38 SEC. 2. Section 1602.5 is added to the Fish and Game Code,
39 to read:

1 1602.5. (a) For purposes of this section, the following
2 definitions apply:

3 (1) “Anderson Dam project” or “project” has the same meaning
4 as set forth in Section 6700 of the Water Code.

5 (2) “District” means the Santa Clara Valley Water District.

6 (3) “Notification” means the documents described in
7 subparagraphs (A) to (E) of paragraph (1) of subdivision (a) of
8 Section 1602.

9 (b) Notwithstanding any other law, the department shall comply
10 with both of the following:

11 (1) Within 15 days of receipt of a notification from the district
12 pursuant to Section 1602, the department shall inform the district,
13 in writing, whether the project will not substantially adversely
14 affect an existing fish or wildlife resource.

15 (2) If the department determines that the project will
16 substantially adversely affect an existing fish and wildlife resource,
17 within 45 days of the determination, the department shall issue a
18 draft agreement to the district that includes reasonable measures
19 necessary to protect the fish and wildlife resources adversely
20 affected by the project. Within 15 days of receipt of the draft
21 agreement, the district shall notify the department whether the
22 measure is acceptable. If the draft agreement is not acceptable, the
23 district shall notify the department in writing and specify measures
24 that are not acceptable. Within 15 days of receipt of the district’s
25 notification that the draft agreement is not acceptable, the
26 department and the district shall meet for purposes of resolving
27 their disagreement. Within 15 days of the meeting, the department
28 shall issue a final agreement that includes reasonable measures
29 agreed upon by the department and district that are necessary to
30 protect fish and wildlife resources adversely affected by the project.

31 SEC. 3. Section 21163 is added to the Public Contract Code,
32 to read:

33 21163. (a) As used in this section:

34 (1) “Best value” means a procurement process whereby the
35 selected bidder may be selected on the basis of objective criteria
36 for evaluating the qualifications of bidders with the resulting
37 selection representing the best combination of price and
38 qualifications.

39 (2) “Best value contract” means a competitively bid contract
40 entered into pursuant to this section.

1 (3) “Best value contractor” means a properly licensed person,
2 firm, or corporation that submits a bid for, or is awarded, a best
3 value contract.

4 (4) “District” means the Santa Clara Valley Water District.

5 (5) “Project labor agreement” has the same meaning as in
6 paragraph (1) of subdivision (b) of Section 2500.

7 (b) Upon the approval of the board, the district may award
8 contracts on a best value basis for any work of construction to
9 retrofit, repair, or replace the Leroy Anderson Dam and Reservoir,
10 owned by the district and located in the County of Santa Clara,
11 including any upstream or downstream construction or operational
12 improvements for flood protection, environmental restoration, or
13 fish passage that may be required to implement that work.

14 (c) If the board elects to award a contract on a best value basis
15 pursuant to the authorization in subdivision (b), the district shall
16 comply with the following:

17 (1) The district shall prepare a set of documents setting forth
18 the scope and estimated price of the project. The documents may
19 include, but need not be limited to, the size, type, and desired
20 design character of the project, performance specifications covering
21 the quality of materials, equipment, workmanship, preliminary
22 plans or layouts, or any other information deemed necessary to
23 adequately describe the district’s needs. The performance
24 specifications and any plans shall be prepared by a design
25 professional who is duly licensed and registered in California.

26 (2) The district shall prepare and issue a request for
27 qualifications in order to prequalify or short-list the entities,
28 including subcontractors and suppliers, whose bids shall be
29 evaluated for final selection. The request for qualifications shall
30 include, but need not be limited to, the following elements:

31 (A) Identification of the basic scope and needs of the project or
32 contract, the expected cost range, the methodology that will be
33 used by the district to evaluate bids, the procedure for final
34 selection of the bidder, and any other information deemed
35 necessary by the district to inform interested parties of the
36 contracting opportunity.

37 (B) Significant factors that the district reasonably expects to
38 consider in evaluating qualifications, including technical
39 design-related expertise, construction expertise, acceptable safety
40 records, and all other non-price-related factors.

1 (C) A standard template request for statements of qualifications
2 prepared by the district. In preparing the standard template, the
3 district may consult with the construction industry, the building
4 trades and surety industry, and other local agencies with experience
5 awarding a contract on a best value basis. The template shall
6 require all of the following information:

7 (i) If the bidder is a privately held corporation, limited liability
8 company, partnership, or joint venture, composed of privately held
9 entities, a listing of all of the shareholders, partners, or members
10 known at the time of statement of qualification submission who
11 will perform work on the project.

12 (ii) Evidence that the members of the contracting team have
13 completed, or demonstrated the experience, competency, capability,
14 and capacity to complete, projects of similar size, scope, or
15 complexity and that proposed key personnel have sufficient
16 experience and training to competently manage and complete the
17 project, and a financial statement that ensures that the bidder has
18 the capacity to complete the project.

19 (iii) The licenses, registration, and credentials required for the
20 project, including, but not limited to, information on the revocation
21 or suspension of any license, credential, or registration.

22 (iv) Evidence that establishes that the bidder has the capacity
23 to obtain all required payment and performance bonding, liability
24 insurance, and errors and omissions insurance.

25 (v) Information concerning workers' compensation experience
26 history and a worker safety program.

27 (vi) An acceptable safety record. "Safety record" means the
28 prior history concerning the safe performance of construction
29 contracts. The criteria used to evaluate a bidder's safety record
30 shall include, at a minimum, its experience modification rate for
31 the most recent three-year period, and its average total recordable
32 injury or illness rate and average lost work rate for the most recent
33 three-year period.

34 (vii) The information required under this paragraph shall be
35 certified under penalty of perjury by the bidder and its general
36 partners or joint venture members.

37 (d) (1) A best value contractor shall not be prequalified or
38 shortlisted unless the contractor provides an enforceable
39 commitment to the district that the contractor and its subcontractors
40 at every tier will use a skilled and trained workforce to perform

1 all work on the project or contract that falls within an
2 apprenticeable occupation in the building and construction trades,
3 in accordance with Chapter 2.9 (commencing with Section 2600)
4 of Part 1.

5 (2) This subdivision shall not apply if any of the following
6 requirements are met:

7 (A) The district has entered into a project labor agreement that
8 will bind all contractors and subcontractors performing work on
9 the project or contract to use a skilled and trained workforce, and
10 the contractor agrees to be bound by that project labor agreement.

11 (B) The contractor has entered into a project labor agreement
12 that will bind the contractor and all its subcontractors at every tier
13 performing the project or contract to use a skilled and trained
14 workforce.

15 SEC. 4. Chapter 6.8 (commencing with Section 21189.60) is
16 added to Division 13 of the Public Resources Code, to read:

17

18 CHAPTER 6.8. ANDERSON DAM SEISMIC RETROFIT PROJECT

19

20 21189.60. For purposes of this chapter, the following
21 definitions apply:

22 (a) “Anderson Dam project” or “project” means any activity or
23 work of construction to retrofit, repair, or replace the Leroy
24 Anderson Dam and Reservoir, owned by the Santa Clara Valley
25 Water District and located in the County of Santa Clara, including
26 any upstream or downstream construction or operational
27 improvements for flood protection, environmental restoration, or
28 fish passage that may be required to implement that activity or
29 work.

30 (b) “District” means the Santa Clara Valley Water District.

31 (c) “Permit” means a permit, agreement, certification, approval,
32 authorization, permission, notice to proceed, or directive, or
33 issuance of this document, from a state agency that is necessary
34 for the project to proceed.

35 (d) “State agency” means a state agency, board, commission,
36 or department with the authority to issue permits that would
37 authorize the project or project-related work.

38 21189.61. (a) Rules 3.2220 to 3.2237, inclusive, of the
39 California Rules of Court, as may be amended by the Judicial
40 Council, shall apply to any action or proceeding brought to attack,

1 review, set aside, void, or annul the certification of any
2 environmental impact report for the project or granting of any
3 project approvals to require the actions or proceeding, including
4 any potential appeals therefrom, to be resolved, to the extent
5 feasible, within 270 days of the filing of the certified record of
6 proceedings with the court. On or before April 1, 2021, the Judicial
7 Council shall amend the California Rules of Court, as necessary,
8 to implement this subdivision.

9 (b) Notwithstanding any other law, the procedures set forth in
10 this chapter shall apply to an action or proceeding brought pursuant
11 to this division to attack, review, set aside, void, or annul the
12 certification of the environmental impact report for the Anderson
13 Dam project or the granting of any project approvals.

14 21189.62. (a) The lead agency shall prepare and certify the
15 record of proceedings in accordance with this section and in
16 accordance with Rule 3.1365 of the California Rules of Court.

17 (b) No later than three business days following the date of the
18 release of the draft environmental impact report, the lead agency
19 shall make available to the public in a readily accessible electronic
20 format the draft environmental impact report and all other
21 documents submitted to or relied on by the lead agency in the
22 preparation of the draft environmental impact report. A document
23 prepared by the lead agency after the date of the release of the
24 draft environmental impact report that is a part of the record of
25 proceedings shall be made available to the public in a readily
26 accessible electronic format within five business days after the
27 document is prepared or received by the lead agency.

28 (c) Notwithstanding subdivision (b), documents submitted to
29 or relied on by the lead agency that cannot lawfully be released to
30 the public pursuant to law or that were not prepared specifically
31 for the Anderson Dam project and are copyright protected are not
32 required to be made readily accessible in an electronic format. For
33 those copyright protected documents, the lead agency shall make
34 an index of these documents available in an electronic format no
35 later than the date of the release of the draft environmental impact
36 report, or within five business days if the document is received or
37 relied on by the lead agency after the release of the draft
38 environmental impact report. The index must specify the libraries
39 or lead agency offices in which hard copies of the copyrighted
40 materials are available for public review.

1 (d) The lead agency shall encourage written comments on the
2 project, to be submitted in a readily accessible electronic format,
3 and shall make any such comment available to the public in a
4 readily accessible electronic format within five days of its receipt.

5 (e) Within seven business days after the receipt of any comment
6 that is not in an electronic format, the lead agency shall convert
7 that comment into a readily accessible electronic format and make
8 it available to the public in that format.

9 (f) The lead agency shall indicate in the record of proceedings
10 comments received that were not considered by the lead agency
11 pursuant to subdivision (d) of Section 21189.65 and need not
12 include the content of the comments as a part of the record of
13 proceedings.

14 (g) Within five days after the filing of the notice required by
15 subdivision (a) of Section 21152, the lead agency shall certify the
16 record of proceedings for the approval or determination and shall
17 provide an electronic copy of the record of proceedings to a party
18 that has submitted a written request for a copy. The lead agency
19 may charge and collect a reasonable fee from a party requesting
20 a copy of the record of proceedings for the electronic copy, which
21 shall not exceed the reasonable cost of reproducing that copy.

22 (h) Within 10 days after being served with a complaint or a
23 petition for a writ of mandate, the lead agency shall lodge a copy
24 of the certified record of proceedings with the superior court.

25 (i) Any dispute over the content of the record of proceedings
26 shall be resolved by the superior court. Unless the superior court
27 directs otherwise, a party disputing the content of the record of
28 proceedings shall file a motion to augment the record of
29 proceedings at the time it files its initial brief.

30 (j) The contents of the record of proceedings shall be as set forth
31 in subdivision (e) of Section 21167.6.

32 21189.63. (a) The draft and final environmental impact report
33 shall include a notice in not less than 12-point type stating the
34 following:

35
36 THIS EIR IS SUBJECT TO CHAPTER 6.8 (COMMENCING
37 WITH SECTION 21189.60) OF DIVISION 13 OF THE PUBLIC
38 RESOURCES CODE, WHICH PROVIDES, AMONG OTHER
39 THINGS, THAT THE LEAD AGENCY NEED NOT CONSIDER
40 CERTAIN COMMENTS FILED AFTER THE CLOSE OF THE

1 PUBLIC COMMENT PERIOD FOR THE DRAFT EIR. ANY
2 JUDICIAL ACTION CHALLENGING THE CERTIFICATION
3 OF THE EIR OR THE APPROVAL OF THE PROJECT
4 DESCRIBED IN THE EIR IS SUBJECT TO THE PROCEDURES
5 SET FORTH IN SECTIONS 21189.61 TO 21189.64, INCLUSIVE,
6 OF THE PUBLIC RESOURCES CODE. A COPY OF CHAPTER
7 6.8 (COMMENCING WITH SECTION 21189.60) OF DIVISION
8 13 OF THE PUBLIC RESOURCES CODE IS INCLUDED IN
9 THE APPENDIX TO THIS EIR.

10

11 (b) The draft environmental impact report and final
12 environmental impact report shall contain, as an appendix, the full
13 text of this chapter.

14 21189.64. (a) Within 10 days after the release of the draft
15 environmental impact report, the lead agency shall conduct an
16 informational workshop to inform the public of the key analyses
17 and conclusions of that report.

18 (b) Within 10 days before the close of the public comment
19 period, the lead agency shall hold a public hearing to receive
20 testimony on the draft environmental impact report. A transcript
21 of the hearing shall be included as an appendix to the final
22 environmental impact report.

23 (c) (1) Within five days following the close of the public
24 comment period, a commenter on the draft environmental impact
25 report may submit to the lead agency a written request for
26 nonbinding mediation. The lead agency shall participate in
27 nonbinding mediation with all commenters who submitted timely
28 comments on the draft environmental impact report and who
29 requested the mediation. Mediation conducted pursuant to this
30 paragraph shall end no later than 35 days after the close of the
31 public comment period.

32 (2) A request for mediation shall identify all areas of dispute
33 raised in the comment submitted by the commenter that are to be
34 mediated.

35 (3) The lead agency shall select one or more mediators who
36 shall be retired judges or recognized experts with at least five years
37 of experience in land use and environmental law or science, or
38 mediation.

1 (4) A mediation session shall be conducted on each area of
2 dispute with the parties requesting mediation on that area of
3 dispute.

4 (5) The lead agency shall adopt, as a condition of approval, any
5 measures agreed upon by the lead agency and any commenter who
6 requested mediation. A commenter who agrees to a measure
7 pursuant to this paragraph shall not raise the issue addressed by
8 that measure as a basis for an action or proceeding challenging the
9 lead agency's decision to certify the environmental impact report
10 or to grant one or more initial project approvals.

11 (d) The lead agency need not consider written comments
12 submitted after the close of the public comment period, unless
13 those comments address any of the following:

14 (1) New issues raised in the response to comments by the lead
15 agency.

16 (2) New information released by the public agency subsequent
17 to the release of the draft environmental impact report, such as
18 new information set forth or embodied in a staff report, proposed
19 permit, proposed resolution, ordinance, or similar documents.

20 (3) Changes made to the project after the close of the public
21 comment period.

22 (4) Proposed conditions for approval, mitigation measures, or
23 proposed findings required by Section 21081 or a proposed
24 reporting or monitoring program required by paragraph (1) of
25 subdivision (a) of Section 21081.6, where the lead agency releases
26 those documents subsequent to the release of the draft
27 environmental impact report.

28 (5) New information that was not reasonably known and could
29 not have been reasonably known during the public comment period.

30 21189.65. Except as otherwise provided expressly in this
31 chapter, nothing in this chapter affects the duty of any party to
32 comply with this division.

33 21189.66. The provisions of this chapter are severable. If any
34 provision of this chapter or its application is held invalid, that
35 invalidity shall not affect other provisions or applications that can
36 be given effect without the invalid provision or application.

37 SEC. 5. Part 4 (commencing with Section 6700) is added to
38 Division 3 of the Water Code, to read:

PART 4. ANDERSON DAM

1
2
3 6700. (a) For purposes of this part, the following definitions
4 apply:

5 (1) “Anderson Dam project” or “project” means any activity or
6 work of construction to retrofit, repair, or replace the Leroy
7 Anderson Dam and Reservoir, owned by the Santa Clara Valley
8 Water District and located in the County of Santa Clara, including
9 any upstream or downstream construction or operational
10 improvements for flood protection, environmental restoration, or
11 fish passage that may be required to implement that activity or
12 work.

13 (2) “District” means the Santa Clara Valley Water District.

14 (3) “Permit” means a permit, agreement, certification, approval,
15 authorization, permission, notice to proceed, or directive, or
16 issuance of this document, from a state agency that is necessary
17 for the project to proceed.

18 (4) “State agency” means a state agency, board, commission,
19 or department with the authority to issue permits that would
20 authorize the project or project-related work.

21 (b) A state agency may do any of the following:

22 (1) Enter into an agreement with the district to recover costs for
23 actions authorized by this section that are above the usual level of
24 service provided by the state agency to expedite the review of
25 environmental documents prepared pursuant to Division 13
26 (commencing with Section 21000) of the Public Resources Code
27 or permit processing and approval for the Anderson Dam project
28 with the goal of compliance with this division and completing
29 permit review and approval in an expeditious manner.

30 (2) Hire or compensate staff or contract for services needed to
31 achieve the goals described in paragraph (1).

32 (3) Work collaboratively with local, state, and federal agencies
33 on an integrated regulatory approach similar to efforts implemented
34 by the state permitting agencies for projects funded by the San
35 Francisco Bay area Measure AA, the San Francisco Bay Clean
36 Water, Pollution Prevention and Habitat Restoration Program.

37 (c) This section does not limit the authority or discretion of a
38 state agency with regards to processing a permit application, the
39 issuance of a permit, or any conditions that may be required in
40 conjunction with the issuance of a permit.

1 (d) The Federal Energy Regulatory Commission, the United
2 States Army Corps of Engineers, the United States Fish and
3 Wildlife Service, the National Marine Fisheries Service, and the
4 United States Environmental Protection Agency may, and are
5 encouraged to, participate in any integrated regulatory approach
6 authorized by this section.

7 SEC. 6. Section 13260.1 is added to the Water Code, to read:

8 13260.1. (a) For purposes of this section, the following
9 definitions apply:

10 (1) “Anderson Dam project” or “project” has the same meaning
11 as set forth in Section 6700.

12 (2) “District” means the Santa Clara Valley Water District.

13 (b) Notwithstanding any other law, within 120 days of receipt
14 of a report of waste discharge from the district with respect to the
15 Anderson Dam project pursuant to Section 13260, the board shall
16 prescribe requirements as to the nature of the proposed discharge.
17 Consistent with Section 13263, the requirements shall implement
18 any relevant water quality control plans that have been adopted
19 and shall take into consideration the beneficial uses to be protected,
20 the water quality objectives reasonably required for that purpose,
21 other waste discharges, the need to prevent nuisance, and the
22 requirements of Section 13241.

23 SEC. 7. The Legislature finds and declares that a special statute
24 is necessary and that a general statute cannot be made applicable
25 within the meaning of Section 16 of Article IV of the California
26 Constitution because of the findings set forth in Section 1 of this
27 act.

28 SEC. 8. No reimbursement is required by this act pursuant to
29 Section 6 of Article XIII B of the California Constitution because
30 the only costs that may be incurred by a local agency or school
31 district will be incurred because this act creates a new crime or
32 infraction, eliminates a crime or infraction, or changes the penalty
33 for a crime or infraction, within the meaning of Section 17556 of
34 the Government Code, or changes the definition of a crime within
35 the meaning of Section 6 of Article XIII B of the California
36 Constitution.

37 SEC. 9. This act is an urgency statute necessary for the
38 immediate preservation of the public peace, health, or safety within
39 the meaning of Article IV of the California Constitution and shall
40 go into immediate effect. The facts constituting the necessity are:

1 The Leroy Anderson Dam, located in the County of Santa Clara,
2 has been determined by local, state, and federal officials to be at
3 risk of an uncontrolled release of water caused by an earthquake.
4 A breach of the dam at full capacity would have catastrophic
5 consequences for life and property, inundating an area extending
6 more than 30 miles northwest to San Francisco Bay, including the
7 Cities of Milpitas, San Jose, Santa Clara, and Sunnyvale, and more
8 than 40 miles southeast to Monterey Bay, including the Cities of
9 Gilroy, Morgan Hill, and Watsonville. Expedited action by state
10 government is necessary in order to reduce the risk to life and
11 property and the state and national economies. Therefore, it is
12 necessary that this act take effect immediately.

O

Sample Support Letter for City/County Organizations

[Insert Date]

The Honorable Robert Rivas
Member, California State Assembly
State Capitol, Room 5158
Sacramento, CA 95814

Subject: AB 3005 (R. Rivas) Expedited Dam Safety for Silicon Valley Act -- SUPPORT

Dear Assembly Member Rivas,

On behalf of the [insert municipal agency name], I would like to express our strong support for your bill, AB 3005, which will expedite the expert removal and replacement of the Leroy Anderson Dam and Reservoir. Located in the hills above Silicon Valley, this dam has been determined by dam safety officials to be vulnerable to damage during a 6.6 magnitude earthquake and failure with a 7.25 quake. The failure of Anderson Dam at full capacity would result in catastrophic losses of life and property, inundating an area that includes several cities across Santa Clara County and cities to the south, all the way to the Monterey Bay. The social and economic costs would be felt immediately at the local and regional levels.

AB 3005 will help ensure the state does its part to expeditiously eliminate the risk of a devastating loss of life, property, and thousands of job-creating Silicon Valley businesses. The bill smartly authorizes the Anderson Dam Seismic Retrofit Project (Anderson Project) to use the "Best Value" method of contractor selection. A project of this size and importance should be awarded to the most qualified contractors offering the best value, and not necessarily to the lowest bidder. In matters of public safety, expert construction is critical.

This bill also requires expedited judicial review of challenges to environmental documents issued in compliance with the California Environmental Quality Act (CEQA). This is the same treatment afforded to selected sports arenas and the new legislative office building in Sacramento, none of which have the urgent public safety benefits of this project. Because court delays would increase the risk to public safety, it makes sense that these provisions apply to the Anderson Project.

Another critical component of delivering the Anderson Project's public safety, water supply, and flood protection benefits is the timely issuance of state permits. AB 3005 sets reasonable deadlines for state permit issuance, helping to ensure construction starts promptly after design and CEQA review are completed. Not only will the Anderson Project protect our residents and businesses from inundation and destruction, this project will create 5,400 good paying jobs with an economic impact multiplied across the California economy.

[Insert municipal agency name] thanks you for authoring AB 3005, and urges your colleagues in the Legislature to support, and Governor Newsom to sign, this critically important bill to protect Silicon Valley from the devastating impacts of dam failure during an earthquake.

Sincerely,

[Insert Name & Title]



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Award Invitation for Bid No. 2425 to Long Beach BMW Motorcycles and Authorize the City Manager to purchase five new BMW R 1250 RT-P motorcycles for the Milpitas Police Department for an amount not to exceed \$135,055.80
Category:	Consent Calendar-Public Safety
Meeting Date:	4/21/2020
Staff Contacts:	Police Captain Jared Hernandez, 408-586-2406 Purchasing Agent Chris Schroeder, 408-586-3161
Recommendation:	Award Invitation for Bid No. 2425 to Long Beach BMW Motorcycles and authorize the City Manager to purchase five new BMW R 1250 RT-P motorcycles for the Milpitas Police Department for an amount not to exceed \$135,055.80.

Background:

The Milpitas Police Department currently maintains a fleet of (7) seven Honda ST1300P police motorcycles (model years 2005-2009) and (1) one Kawasaki KZ1000P police motorcycle (model year 2002). These motorcycles have progressively been deteriorating due to age and have been mechanically unreliable on several occasions. The mechanical issues have presented safety concerns to the officer operating the motorcycle.

Motorcycles are in an integral tool used to conduct traffic enforcement, maintain fast response times to calls for service, and access areas otherwise unable to be accessed by vehicle. Motorcycle officers are able to monitor areas known for traffic complaints from a variety of positions. This flexibility is not possible when using a sedan. Motorcycle officers can efficiently negotiate heavy traffic and crowds at various events, including the large Black Friday shopping events and Fourth of July Festivals.

Although the primary responsibilities of motorcycle officers are to conduct traffic enforcement and to investigate vehicle accidents, they also respond to emergency calls for service. The ability to deploy officers on motorcycles is critical, particularly during heavy traffic congestion, because these officers are able to respond to a variety of incidents and arrive much quicker than a standard police vehicle. They are also able to access confined areas such as school campuses when responding to emergencies.

The Milpitas Police Traffic Safety Unit conducted exhaustive research for a replacement motorcycle which would be dependable and safe. Staff evaluated several motorcycle manufacturers and determined the BMW 1250RT-P to be the only production motorcycle that would meet police department specifications. The BMW1250 RT-P is equipped with key features which would enhance the safety of our motorcycle officers. These features include: ABS pro braking system, electronic suspension/dynamic traction control, pre mounted emergency lights, tire pressure monitoring system, pre-wired and mounted accessories and lighter clutch pressure. Additionally, the BMW motorcycles require less maintenance than our current motorcycles, which will help decrease fleet personnel workload.

Researching a replacement motorcycle included reading published material from the Michigan State Police. This organization is nationally recognized as being an authority in the evaluation of current and upcoming police vehicles. In 2019, the Michigan State Police evaluated the BMW 1250RT-P. This motorcycle received high marks for its overall performance during the evaluation. This report documented and provided technical data related to motorcycle dynamics, acceleration, top speed and braking.

Failing to replace our aging fleet of motorcycles would have a detrimental impact to our operations as they relate to traffic enforcement and our ability to protect the public. Data indicates there is a direct correlation between traffic enforcement and traffic accidents. Traffic accidents tend to decrease when officers proactively enforce traffic violations and, typically, motorcycle officers are specifically tasked with traffic enforcement. The age-related wear on our police motorcycles has raised safety concerns. Failing to replace unreliable equipment will result in more mechanical failures and will eventually result in removing the current police motorcycle fleet from field use.

Analysis:

On February 20, 2020, the Purchasing Division released Invitation for Bid (IFB) No. 2425 seeking bids from qualified vendors with demonstrated experience in providing police motorcycles and related upfitting services to municipal clients throughout State of California. The bid specified BMW R 1250 RT-P motorcycles and allowed for "Or Equal - Brand Substitution" and none were submitted.

The IFB was publicly noticed in accordance with the City's Municipal Code, advertised on the City's website, emailed to companies registered with the City via ProcureNow.com (the City's eProcurement system) and a bid notice posted to PublicPurchase.com as well. Additionally, the IFB was published on the City's website.

Upon release, 148 firms received the solicitation notification and six (6) firms downloaded the IFB documents. The Purchasing Division received three (3) proposals by 2:00 pm on the March 23, 2020 deadline in response to the IFB. All proposals were reviewed for completeness, were accepted and continued in the evaluation process.

The three companies that continued in the evaluation process were:

1. Cycle Specialties, Inc.
2. CalMoto
3. Long Beach BMW Motorcycles

Evaluation of the bids were based on base-bid price alone. The table below shows the bid tabulation of IFB No. 2425 with the recommended vendor highlighted in green:

IFB No. 2425 BMW Motorcycles for Milpitas Police Department	Long Beach BMW Motorcycles	CalMoto	Cycle Specialties, Inc.
Bid Tabulation	\$135,055.80	\$146,933.05	\$150,140.85

Policy Alternative:

Alternative 1: Do not replace the current motorcycle fleet.

Pros: The City will not incur the expense to replace the aging fleet.

Cons: The existing motorcycle fleet will eventually be removed from service and there will be negative impacts on service delivery.

Reason not Recommended: Not replacing the motorcycle fleet will have a negative impact on the Police Department's ability regarding traffic enforcement.

Fiscal Impact:

The cost of (5) five BMW 1250 RT-P motorcycles is \$135,055.80. There is approximately \$81,654.00 available in the vehicle replacement fund for the existing motorcycles. On February 18, 2020, City Council approved a mid-year budget appropriation in the amount of \$79,000.00 for the purchase of replacement motorcycles. Approximately \$53,000.00 will be used from the operating budget to purchase the motorcycles to alleviate safety concerns.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Award Invitation for Bid No. 2425 to Long Beach BMW Motorcycles and authorize the City Manager to purchase five new BMW R 1250 RT-P motorcycles for the Milpitas Police Department for an amount not to exceed \$135,055.80.

Attachments:

- a) Long Beach BMW Quote
- b) Purchase Order Terms and Conditions for Materials and Equipment

Buyers Order

LONG BEACH BMW MOTORCYCLES
2125 E. SPRING STREET
LONG BEACH, CA 90806
562-426-1200

Salesperson Details
Name: CHARLES BERTHON

Buyer Information
CITY OF MILPITAS 408-586-3163

N/U	Year	Make	Model	Stock #	VIN
New	2020	BMW	R 1250 RT-P	POLICE5	
New	2020	BMW	R 1250 RT-P	POLICE4	
New	2020	BMW	R 1250 RT-P	POLICE3	
New	2020	BMW	R 1250 RT-P	POLICE2	
New	2020	BMW	R 1250 RT-P	POLICE1	

Pricing Details	
Manufacturer Base Price	\$134,463.30
Unit Subtotal	\$134,463.30
Other Extras & Fees	\$592.50
Net Selling Price	\$135,055.80
Cash Down	\$135,055.80

Customer _____ Date 4/6/20
Dealer Representative _____ Date

PURCHASE ORDER TERMS AND CONDITIONS FOR EQUIPMENT AND MATERIALS

1. Acceptance. This purchase order for equipment and materials issued by the City of Milpitas ("CITY") to the Vendor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any additions or different terms in the Vendor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Vendor's shipment of goods in response to this order shall be considered acceptance by the Vendor.

2. Entire Agreement. Unless Vendor and CITY have entered into a separate written contract covering the purchase of the goods described herein, the entire contract between the parties consists of this order and the Vendor's acceptance as above stipulated, and said contract shall not be changed or added to except in writing signed by authorized representatives of each party.

3. Price. The price invoiced for the goods on this purchase order shall be no higher than the price stated on the front of this purchase order unless prior notification is received from Vendor prior to shipment and the change is accepted by CITY. If the Vendor's established price for any item upon the date of delivery shall be lower than the price shown on this purchase order, CITY shall have the benefit of such lower price. Vendor shall deliver to CITY all invoices within 30 days of shipping or service delivery.

4. Payment. Payments will be made net 30 days unless otherwise specified as per agreements regarding discount terms. The period of computation will commence on the date of receipt of a correctly completed invoice. Payment may be withheld, in whole or in part, due to deficiencies in Vendor's performance. Payment of an invoice by CITY shall be without prejudice to any and all claims CITY may have against Vendor in connection with such goods. Invoices are paid on a weekly basis and such practice may result in minor deviations from payment terms otherwise cited herein.

5. Time of the Essence. Time is of the essence on this order. If delivery is not made in the quantity or quantities and at the time or times specified, CITY shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If CITY accepts delayed delivery the time of payment shall be extended accordingly.

6. Delivery and Acceptance. Vendor expressly warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has good and marketable title to same. Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. No charge will be allowed for packing, crating, freight, express or other carrier's charges, or cartage, unless specifically agreed to by CITY. Title to equipment and materials purchased hereunder shall pass to Vendor at the designated F.O.B. point, subject to Vendor's right to inspect and reject or revoke acceptance.

7. Warranty. Vendor warrants for a period of 12 months following start of use or 18 months from receipt, whichever occurs first, that the goods described herein will be free of defects in workmanship, design, materials, and title, and notwithstanding anything herein to the contrary, will conform to all applicable proposals, specifications, instructions, drawings, data, descriptions, and samples, and will be of good and merchantable quality and fit and sufficient for the purpose intended. Vendor shall obtain and provide to CITY Material Safety Data Sheets (MSDS) for each product that contains hazardous substances as defined by CalOSHA. ..

8. Rejection of Goods. CITY shall have the right, at its option, to reject or revoke acceptance of any goods which do not conform to these warranties or to the specifications. In case of such rejection or revocation of acceptance, transportation of the rejected goods, both to and from CITY, shall be at the expense of Vendor, said rejected goods are not to be replaced except upon specific instruction from CITY, and CITY shall have the right at its option to cancel the remainder, if any, of the order, by notice to Vendor at the time notice is given of rejection or revocation of acceptance. Vendor shall be liable to CITY for all damages proximately caused by breach of any of the foregoing warranties, including incidental damages but excluding special or consequential damages.

9. Returns. CITY reserves the right to return for full credit any excess over quantity called for in any order or orders. Vendor to bear the cost of transportation both ways.

10. Force Majeure. Vendor shall not be held responsible for failure or delay in shipping nor CITY for failure or delay in accepting goods described herein if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders, fire, accident, or other causes, either similar or dissimilar to the foregoing, beyond their control. In the event of any such excused interference with shipments, CITY shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in these terms and conditions.

11. Additional Fees. Unless otherwise required by law or provided herein, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the article sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with performance of this order.

12. No Waiver. No exercise by CITY of its rights hereunder shall constitute a waiver of any rights it may have for breach of contract. CITY's waiver of or failure to enforce its rights on account of Vendor's failure or delay in performing any obligation of Vendor hereunder, or on account of Vendor's breach of contract in any respect, shall not constitute a waiver of any subsequent failure, delay or breach.

13. Compliance with Law. Vendor shall comply with all applicable laws and regulations of the federal, state and local government. CITY shall assist Vendor, as requested, in obtaining and maintaining all permits required of Vendor by Federal, State and local regulatory agencies. Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her Work. Vendor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial

Relations against Vendor or any subcontractor that affect Vendor's performance of services, including any delay, shall be Vendor's sole responsibility and Vendor shall indemnify CITY from liability arising out of the same. It shall be mandatory upon the Vendor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

14. Insurance. Vendor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by those Vendors transporting hazardous materials. Insurance carriers shall be licensed to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A:VII" rating according to the latest Best Key Rating unless otherwise approved by CITY. VENDOR SHALL ENSURE THAT THIRD PARTY SHIPPERS CONTRACTED BY VENDOR HAVE ADEQUATE INSURANCE COVERAGE. If attached, Vendor shall refer to Exhibit "A" – Insurance Requirements, for further insurance requirements applicable to Vendor.

15. Indemnification. The Vendor shall indemnify and hold harmless CITY, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Vendor or sub-contractors for wages or benefits which arise in connection with the sale, delivery and/or installation of equipment or materials, except to the extent caused or resulting from the negligence or willful misconduct of CITY. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to CITY and CITY's attorneys' fees incurred in such an action.

16. Substitutions, Changes and Cancellation. No substitutions are acceptable unless expressly accepted in writing by CITY. CITY may make changes in the general scope of this order by giving written notice to Vendor. If any such change affects the cost of or time to deliver or perform under this order, an adjustment in price, delivery or both will be made as CITY determines to be equitable. Vendor may request changes; however, no such change shall be effective

unless accepted in writing by CITY. CITY may cancel this order in whole or in part at any time before acceptance of the equipment and materials due to Vendor's breach or for CITY's convenience.

17. Laws, Venue, and Attorneys' Fees. This purchase order shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this purchase order, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

18. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than CITY and the Vendor. The unenforceability, invalidity or illegality of any provision(s) of this purchase order shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Vendor shall not assign, sublet, or transfer this purchase order, or any rights under or interest in this purchase order, without the written consent of CITY, which may be withheld for any reason. Vendor is retained as an independent contractor and is not an employee of CITY. No employee or agent of Vendor shall become an employee of CITY. This is an integrated agreement/purchase order representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto.

19. Damage to City Facilities. Damage to CITY or public facilities or private property caused by the Vendor or by its subcontractors during delivery or installation shall be repaired and/or replaced in kind at no cost to the CITY.

20. Site Safety and Cleanup. The delivery and installation site shall be kept clean and free of hazards at all times during delivery and installation. After and installation is completed at the site, as applicable, Vendor shall clean the surrounding area to the condition prior to delivery and installation.

21. Installation. If the Vendor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the CITY.

22. Wage Theft Prevention. Vendor, and any subcontractor it employs to complete work under this purchase order, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance. By entering into this purchase order, Vendor affirms that it has disclosed any final judgments, decisions or orders from a court or investigatory government agency, finding in the five (5) years prior to the date of this purchase order that Vendor or its subcontractor(s) has violated any applicable wage and hour laws. Vendor further affirms that it or its subcontractor(s) has either fully satisfied each judgment, decision or order, or, if any judgment, decision or order has not been fully satisfied, Vendor affirms that it or its subcontractor(s) is currently satisfying said judgment, decision or order through a payment or alternative plan approved by the applicable court/government agency and that Vendor or its subcontractor(s) are in compliance with

CITY OF MILPITAS - PURCHASE ORDER (EQUIPMENT AND MATERIALS)

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

investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the CITY, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws. Failure to comply with any part of this provision constitutes a material breach of this purchase order. Such breach may serve as a basis for immediate termination of this purchase order and/or any other remedies available under this purchase order and/or law. Notice provided to the CITY shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd., Milpitas, CA 95035. The notice provisions of this paragraph are separate from any other notice provisions in this purchase order and, accordingly, only notice provided to the above address satisfies the notice requirements in this provision.

***OPTIONAL TERMS:** Check box if applicable

- Custom Design: If the goods are produced by Vendor in accordance with designs, drawings or blueprints provided by CITY, Vendor shall return same to CITY upon completion or cancellation of this order. Any materials, equipment, tools, artwork, designs or other property furnished by or specifically paid for by CITY shall be CITY's property.



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution to amend the City of Milpitas Classification Plan to adjust the Salary Range of the Senior Public Works Lead classification
Category:	Leadership and Support Services
Meeting Date:	4/21/2020
Staff Contact:	Francine Hunt, 408/586-3085
Recommendation:	Adopt a resolution amending the Classification Plan Salary Range and salaries for the Senior Public Works Lead classification by 6.67% retroactive to March 1, 2020.

Background:

The City received a request from the Milpitas Employees Association (MEA) to review and amend the Senior Public Works Lead salary range to 10% above the Equipment Maintenance Worker III salary range due to compaction concerns. Labor management meetings began having ongoing discussion between the City and MEA since approximately Fall of 2019 regarding compaction between the Senior Public Works Lead and the Equipment Maintenance Worker III classification. Staff performed an internal salary analysis.

An internal analysis was conducted to determine if compaction is prevalent between the Senior Public Works Lead salary range and the highest salary range that this classification supervises. Staff determined that compaction does exist between the Senior Public Works Lead and the Equipment Maintenance Worker III, which is the highest paid classification within this reporting structure. The current salary range spread between the Senior Public Works Lead and the Equipment Maintenance Worker III is 3.12%. Both classifications are represented by MEA.

Analysis:

The Senior Public Works Lead classification supervises five (5) classification families. The classification families consist of Equipment Maintenance Worker I through III, Water Systems Operator, Fleet Maintenance Worker I through III, Maintenance Worker I through III, and Maintenance Custodial Worker I through III. The highest paid classification within each of the above class families are the Equipment Maintenance Worker III, Water Systems Operator, Fleet Maintenance Worker III, Maintenance Worker III and the Maintenance Custodial Worker III.

Internal equity between specific classifications is a factor to consider when creating or studying salaries. Consideration is given to internal compensation alignments to represent appropriate salary differentials between class families and classifications that supervise other classifications.

To establish an equitable differential between the Senior Public Works Lead and the Equipment Maintenance Worker III salary range, staff recommends amending the salary range for the Senior Public Works Lead classification by 6.67% to establish a 10% direct report differential between these

two classifications. In addition, staff requests that this salary range adjustment be approved retroactively to March 1, 2020.

	Current Bottom Monthly Salary	Current Top Monthly Salary	Percent Increase	Proposed Bottom Monthly Salary	Proposed Top Monthly Salary
Senior Public Works Lead	\$7,690.15	\$9,347.67	6.67%	\$8,203.08	\$9,971.16

Policy Alternative:

Alternative: Do not adopt resolution to adjust the salary range for the Senior Public Works Lead.

Pros: No increase in salary expenditures.

Cons: Compaction will remain and there will not be an equitable salary range separation between the classifications of Senior Public Works Lead and Equipment Maintenance Worker III. If compaction is sustained, it will prove difficult to promote employees into the Senior Public Works Lead classification.

Reason not recommended: The City is motivated to continue to provide internal candidates an opportunity to promote from within. If the compaction issue is not addressed, there will be no minimal incentive to pursue promotional opportunities.

Fiscal Impact:

The Public Works Department (PW) has six (6) budgeted full-time Senior Public Works Lead positions. Five (5) of the budgeted positions are currently filled. The fiscal impact for the remainder of the fiscal year, including salary driven benefits (CalPERS and Medicare) for 2019-2020 is \$21,170, which will be absorbed within PW's budget. The fiscal impact for fiscal year 2020-2021 will be \$61,150, which will be incorporated in the development of the FY 2020-21 Proposed Budget.

California Environmental Quality Act:

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act pursuant to CEQA Guidelines section 15378(b)(5) in that it is a government organizational or administrative activity that will not result in direct or indirect changes in the environment.

Recommendation:

Adopt a resolution amending the Classification Plan Salary Range and salaries for the Senior Public Works Lead by 6.67%, effective retroactive to March 1, 2020, following the adoption by the City Council.

Attachments:

Resolution to Amend the Classification Plan Salary Range
City of Milpitas All Job Classifications/Salary Table effective 03/03/2020 (Draft)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AMENDING RESOLUTION NO. 1626, THE CLASSIFICATION PLAN, TO ADJUST SALARY RANGES AND APPROVE AND ADOPT THE PAY SCHEDULE TITLED “ALL JOB CLASSIFICATIONS/SALARY TABLE”

WHEREAS, the City of Milpitas has a Classification Plan adopted as Resolution No. 1626 on December 17, 1968, which has been amended from time to time, and which is in accordance with the Personnel Rules and Regulations of the City of Milpitas (Resolution No. 792 as amended); and

WHEREAS, amendments to the Classification Plan are necessary to account for changes within the organization, transfer of duties, new job responsibilities, and adjustments to salary ranges; and

WHEREAS, the City is required to publish publicly available approved and adopted pay schedule(s) for all positions within the Classification Plan pursuant to the California Code of Regulations, 2 CCR §570.5.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. Resolution No. 1626, as amended, is hereby further amended retroactively to March 1, 2020, as set forth below.

A. ADJUST THE SALARY RANGES FOR THE FOLLOWING CLASSIFICATION:

Title	Existing Monthly Range	Proposed Monthly Range
Senior Public Works Lead	\$7,690.15 - \$9,347.67	\$8,203.08 - \$9,971.16

B. APPROVE AND ADOPT THE PAY SCHEDULE “ALL JOB CLASSIFICATIONS/SALARY TABLE EFFECTIVE March 1, 2020”:

A pay schedule, that includes but is not limited to Classification (Position), Title, Payrate; Hourly, Bi-Weekly, Monthly and Annual Wage, is attached hereto as **Exhibit A** (“The City of Milpitas All Job Classifications/Salary Table effective 03-01-2020”).

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney

CITY OF MILPITAS - HUMAN RESOURCES

All Job Classifications/Salary Table Effective 03/03/2020

<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
5	Accountant	500	2101	A	43.41	3473.02	7524.88	90298.52
				B	45.58	3646.64	7901.05	94812.64
				C	47.85	3828.25	8294.54	99534.50
				D	50.26	4020.56	8711.21	104534.56
				E	52.76	4220.86	9145.20	109742.36
5	Accounting Technician I	513	6104	A	28.27	2261.81	4900.59	58807.06
				B	29.69	2374.92	5145.66	61747.92
				C	31.17	2493.67	5402.95	64835.42
				D	32.73	2618.36	5673.11	68077.36
				E	34.37	2749.27	5956.75	71481.02
5	Accounting Technician II	514	6105	A	31.10	2487.98	5390.62	64687.48
				B	32.66	2612.41	5660.22	67922.66
				C	34.29	2743.04	5943.25	71319.04
				D	36.00	2880.22	6240.48	74885.72
				E	37.80	3024.16	6552.35	78628.16
8	Administrative Analyst I	801	2102	A	38.84	3106.99	6731.81	80781.74
				B				
				C				
				D				
				E	51.13	4090.15	8861.99	106343.90
8	Administrative Analyst II	802	2103	A	42.89	3431.31	7434.51	89214.06
				B				
				C				
				D				
				E	56.45	4516.39	9785.51	117426.14
8	Administrative Assistant	828	6111	A	37.05	2964.15	6422.33	77067.90
				B	38.90	3112.36	6743.45	80921.36
				C	40.85	3268.00	7080.67	84968.00
				D	42.89	3431.37	7434.63	89215.62
				E	45.04	3602.93	7806.35	93676.18
7	Adult Crossing Guard	725	8401	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	17.98	1438.40	3116.53	37398.40

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 03/03/2020

<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
7	Adult Crossing Guard Superviso	720	8402	A	17.25	1380.00	2990.00	35880.00
				B				
				C				
				D				
				E	20.66	1652.80	3581.07	42972.80
6	Assistant Chief of Police	649	1405	A	99.42	7953.39	17232.34	206788.08
				B				
				C				
				D				
				E	139.18	11134.75	24125.30	289503.60
6	Assistant City Engineer	639	1205	A	68.30	5464.20	11839.10	142069.20
				B				
				C				
				D				
				E	95.62	7649.88	16574.74	198896.88
6	Assistant City Manager	666	1104	A	90.99	7279.32	15771.86	189262.32
				B				
				C				
				D				
				E	127.39	10191.06	22080.63	264967.56
5	Assistant Civil Engineer	502	2201	A	47.04	3762.96	8153.08	97836.96
				B	49.39	3951.11	8560.74	102728.86
				C	51.86	4148.64	8988.72	107864.64
				D	54.45	4356.11	9438.24	113258.86
				E	57.17	4573.93	9910.18	118922.18
6	Assistant Director of Finance	669	1109	A	65.48	5238.57	11350.24	136202.82
				B				
				C				
				D				
				E	91.68	7334.17	15890.70	190688.42
6	Assistant Fire Marshal	632	2501	A	75.14	6010.96	13023.75	156285.00
				B				
				C				
				D				
				E	105.19	8415.36	18233.27	218799.24

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES

All Job Classifications/Salary Table Effective 03/03/2020

<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
5	Assistant Planner	503	2801	A	45.10	3608.18	7817.72	93812.68
				B	47.36	3788.68	8208.81	98505.68
				C	49.72	3977.43	8617.77	103413.18
				D	52.20	4176.26	9048.56	108582.76
				E	54.81	4385.16	9501.18	114014.16
7	Assistant Pool Manager	709	5609	A	17.00	1360.00	2946.67	35360.00
				B				
				C				
				D				
				E	23.80	1904.00	4125.33	49504.00
2	Assistant Water Operator	221	7212	A	37.95	2846.52	6167.46	74009.52
				B	39.85	2988.85	6475.84	77710.10
				C	41.84	3138.29	6799.63	81595.54
				D	43.94	3295.19	7139.58	85674.94
				E	46.13	3459.97	7496.60	89959.22
2	Assistant Water Operator - 40	226	8611	A	37.95	3036.03	6578.06	78936.78
				B	39.85	3188.14	6907.64	82891.64
				C	41.84	3347.24	7252.35	87028.24
				D	43.94	3515.08	7616.01	91392.08
				E	46.13	3690.80	7996.73	95960.80
5	Associate Civil Engineer	504	2202	A	54.09	4327.38	9375.99	112511.88
				B	56.80	4543.78	9844.86	118138.28
				C	59.64	4770.98	10337.12	124045.48
				D	62.62	5009.52	10853.96	130247.52
				E	65.75	5260.02	11396.71	136760.52
5	Associate Planner	505	2802	A	51.86	4148.76	8988.98	107867.76
				B	54.46	4356.75	9439.63	113275.50
				C	57.19	4574.82	9912.11	118945.32
				D	60.04	4802.96	10406.41	124876.96
				E	63.04	5043.02	10926.54	131118.52
8	Budget Manager	839	1115	A	56.61	4529.04	9812.93	117755.16
				B				
				C				
				D				
				E	74.52	5961.54	12916.67	155000.04

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES

All Job Classifications/Salary Table Effective 03/03/2020

<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
6	Building & Housing Director	658	1802	A	79.14	6330.89	13716.93	164603.14
				B				
				C				
				D				
				E	110.79	8863.25	19203.71	230444.50
8	Building Inspection Manager	848	3809	A	58.98	4718.20	10222.77	122673.20
				B				
				C				
				D				
				E	71.69	5735.05	12425.94	149111.30
7	Building Inspector Apprentice	770	8610	A	28.00	2240.00	4853.33	58240.00
				B	0.00	0.00	0.00	0.00
				C	0.00	0.00	0.00	0.00
				D	0.00	0.00	0.00	0.00
				E	35.00	2800.00	6066.67	72800.00
6	Building Official	676	1804	A	69.61	5568.75	12065.63	144787.50
				B				
				C				
				D				
				E	97.45	7796.25	16891.88	202702.50
5	Building Permit Technician	508	5801	A	34.44	2755.32	5969.86	71638.32
				B	36.17	2893.39	6269.01	75228.14
				C	37.98	3038.55	6583.53	79002.30
				D	39.87	3189.90	6911.45	82937.40
				E	41.87	3349.23	7256.67	87079.98
5	Building/NP Inspector	507	3801	A	45.65	3652.03	7912.73	94952.78
				B	47.93	3834.66	8308.43	99701.16
				C	50.33	4026.36	8723.78	104685.36
				D	52.85	4227.70	9160.02	109920.20
				E	55.49	4439.06	9617.96	115415.56
8	Buyer	803	2106	A	38.49	3078.83	6670.80	80049.58
				B				
				C				
				D				
				E	50.66	4052.69	8780.83	105369.94

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 03/03/2020

<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
5	Case Manager	544	5612	A	30.86	2468.78	5349.02	64188.28
				B				
				C				
				D				
				E	38.51	3080.99	6675.48	80105.74
6	Chief Fire Enforcement Officer	656	1505	A	65.62	5249.81	11374.59	136495.06
				B				
				C				
				D				
				E	91.87	7349.73	15924.42	191092.98
6	Chief of Police	650	1402	A	104.39	8350.82	18093.44	217121.28
				B				
				C				
				D				
				E	146.14	11691.17	25330.86	303970.32
6	CIP Manager	642	2211	A	60.13	4810.62	10423.01	125076.12
				B				
				C				
				D				
				E	84.19	6735.40	14593.37	175120.40
6	City Clerk	605	1101	A	60.17	4813.80	10429.90	125158.80
				B				
				C				
				D				
				E	84.25	6740.09	14603.53	175242.34
6	City Council	699	1107	A	104.35	417.40	904.37	10852.40
				B				
				C				
				D				
				E	130.47	521.88	1130.74	13568.88
6	City Manager	697	1102	A	143.27	11461.54	24833.34	298000.04
				B				
				C				
				D				
				E	143.27	11461.54	24833.34	298000.04

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES

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<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
5	Code Enforcement Officer	515	5804	A	39.92	3193.22	6918.64	83023.72
				B	41.91	3352.93	7264.68	87176.18
				C	44.02	3521.30	7629.48	91553.80
				D	46.22	3697.35	8010.92	96131.10
				E	48.53	3882.09	8411.19	100934.34
6	Comm Svc Engmt & Incl Admin	659	1121	A	62.09	4967.31	10762.51	129150.06
				B				
				C				
				D				
				E	86.93	6954.23	15067.50	180809.98
4	Communications Dispatch Superv	456	6409	A	53.74	4299.33	9315.22	111782.58
				B	56.43	4514.29	9780.96	117371.54
				C	59.25	4740.02	10270.04	123240.52
				D	62.21	4977.02	10783.54	129402.52
				E	65.32	5225.88	11322.74	135872.88
4	Communications Dispatcher	455	6408	A	46.53	3722.52	8065.46	96785.52
				B	48.86	3908.62	8468.68	101624.12
				C	51.30	4104.04	8892.09	106705.04
				D	53.87	4309.21	9336.62	112039.46
				E	56.56	4524.68	9803.47	117641.68
5	Community Services Officer	551	5807	A	38.19	3055.21	6619.62	79435.46
				B	40.10	3207.97	6950.60	83407.22
				C	42.10	3368.37	7298.13	87577.62
				D	44.21	3536.78	7663.02	91956.28
				E	46.42	3713.64	8046.22	96554.64
8	Confidential Fiscal Asst II	805	6121	A	31.66	2532.82	5487.78	65853.32
				B	33.24	2659.43	5762.10	69145.18
				C	34.91	2792.40	6050.20	72602.40
				D	36.65	2932.02	6352.71	76232.52
				E	38.48	3078.63	6670.37	80044.38
8	Crime Analyst	809	2105	A	46.49	3719.36	8058.61	96703.36
				B				
				C				
				D				
				E	61.20	4895.82	10607.61	127291.32

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 03/03/2020

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8	Customer Services Supervisor	847	2127	A	45.08	3606.56	7814.21	93770.56
				B				
				C				
				D				
				E	59.34	4747.03	10285.23	123422.78
8	Deputy City Clerk	835	6102	A	44.27	3541.63	7673.53	92082.38
				B				
				C				
				D				
				E	53.81	4304.87	9327.22	111926.62
6	Deputy City Manager	672	1119	A	89.17	7133.73	15456.42	185476.98
				B				
				C				
				D				
				E	124.79	9983.08	21630.01	259560.08
6	Deputy Fire Chief	633	1504	A	94.68	7574.36	16411.12	196933.44
				B				
				C				
				D				
				E	132.55	10604.10	22975.56	275706.72
6	Deputy Public Works Director	654	1207	A	70.19	5615.48	12166.87	146002.48
				B				
				C				
				D				
				E	98.27	7861.68	17033.64	204403.68
6	Dir of Recr & Community Svcs	655	1208	A	77.50	6199.79	13432.88	161194.54
				B				
				C				
				D				
				E	108.71	8696.62	18842.68	226112.12
8	Economic Development Coord	852	8623	A	48.85	3908.23	8467.83	101613.98
				B				
				C				
				D				
				E	60.58	4846.15	10499.99	125999.90

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES

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6	Economic Development Director	653	1206	A	72.79	5823.47	12617.52	151410.22
				B				
				C				
				D				
				E	101.91	8152.84	17664.49	211973.84
6	Economic Development Manager	611	1203	A	58.57	4685.48	10151.87	121822.48
				B				
				C				
				D				
				E	76.17	6093.93	13203.51	158442.18
8	Economic Development Spec	850	8606	A	46.52	3721.81	8063.92	96767.06
				B				
				C				
				D				
				E	56.16	4492.59	9733.94	116807.34
5	Electrical/Building Inspector	511	3802	A	47.93	3834.65	8308.41	99700.90
				B	50.33	4026.36	8723.78	104685.36
				C	52.85	4227.69	9160.00	109919.94
				D	55.49	4439.06	9617.96	115415.56
				E	58.26	4661.02	10098.88	121186.52
8	Emergency Services Coordinator	836	2502	A	51.40	4111.99	8909.31	106911.74
				B				
				C				
				D				
				E	67.65	5411.93	11725.85	140710.18
6	Employee Relations Officer	677	1209	A	60.31	4825.16	10454.51	125454.16
				B				
				C				
				D				
				E	84.44	6755.21	14636.29	175635.46
5	Engineering Aide	512	3201	A	37.41	2992.51	6483.77	77805.26
				B	39.28	3142.14	6807.97	81695.64
				C	41.24	3299.24	7148.35	85780.24
				D	43.30	3464.18	7505.72	90068.68
				E	45.47	3637.39	7881.01	94572.14

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES

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<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
6	Engineering Director/City Eng	606	1201	A	79.14	6330.89	13716.93	164603.14
				B				
				C				
				D				
				E	110.79	8863.25	19203.71	230444.50
5	Engineering Permit Technician	540	2210	A	33.67	2693.78	5836.52	70038.28
				B	35.36	2828.48	6128.37	73540.48
				C	37.12	2969.89	6434.76	77217.14
				D	38.98	3118.36	6756.45	81077.36
				E	40.93	3274.29	7094.29	85131.54
1	Entry Firefighter	112	4510	A	33.34	3734.03	8090.40	97084.78
				B	34.67	3883.39	8414.01	100968.14
				C				
				D				
				E				
1	Entry Firefighter/Paramedic	113	4511	A	37.34	4182.11	9061.24	108734.86
				B	38.83	4349.41	9423.72	113084.66
				C				
				D				
				E				
1	Entry Level Fire Inspector	114	3508	A	40.69	3255.52	7053.63	84643.52
				B	42.73	3418.30	7406.32	88875.80
				C	44.87	3589.22	7776.64	93319.72
				D	47.11	3768.68	8165.47	97985.68
				E	49.01	3921.11	8495.74	101948.86
8	Envir & Regulatory Comply Spec	851	8624	A	49.65	3972.16	8606.35	103276.16
				B				
				C				
				D				
				E	65.36	5228.51	11328.44	135941.26
5	Environmental Inspector	553	2213	A	47.93	3834.65	8308.41	99700.90
				B	50.33	4026.38	8723.82	104685.88
				C	52.85	4227.71	9160.04	109920.46
				D	55.49	4439.09	9618.03	115416.34
				E	58.26	4661.02	10098.88	121186.52

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<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
2	Equip Maint Worker I - 40	227	8612	A	34.72	2777.45	6017.81	72213.70
				B	36.44	2914.92	6315.66	75787.92
				C	38.26	3060.92	6631.99	79583.92
				D	40.18	3214.60	6964.97	83579.60
				E	42.19	3375.11	7312.74	87752.86
2	Equip Maint Worker II - 40	228	8613	A	38.18	3054.08	6617.17	79406.08
				B	40.09	3206.93	6948.35	83380.18
				C	42.09	3367.43	7296.10	87553.18
				D	44.21	3536.48	7662.37	91948.48
				E	46.42	3713.23	8045.33	96543.98
2	Equip Maint Worker III - 40	229	8614	A	43.01	3440.86	7455.20	89462.36
				B	45.17	3613.33	7828.88	93946.58
				C	47.43	3794.35	8221.09	98653.10
				D	49.80	3983.90	8631.78	103581.40
				E	52.30	4183.69	9064.66	108775.94
2	Equipment Maint. Worker I	200	7202	A	34.50	2587.74	5606.77	67281.24
				B	36.23	2717.13	5887.12	70645.38
				C	38.04	2853.01	6181.52	74178.26
				D	39.94	2995.66	6490.60	77887.16
				E	41.94	3145.43	6815.10	81781.18
2	Equipment Maint. Worker II	201	7203	A	37.95	2846.52	6167.46	74009.52
				B	39.85	2988.85	6475.84	77710.10
				C	41.84	3138.29	6799.63	81595.54
				D	43.94	3295.19	7139.58	85674.94
				E	46.13	3459.97	7496.60	89959.22
2	Equipment Maint. Worker III	202	7204	A	42.76	3207.26	6949.06	83388.76
				B	44.90	3367.57	7296.40	87556.82
				C	47.15	3535.97	7661.27	91935.22
				D	49.50	3712.76	8044.31	96531.76
				E	51.98	3898.42	8446.58	101358.92
8	Executive Assistant	812	6117	A	40.75	3260.10	7063.55	84762.60
				B	42.79	3423.12	7416.76	89001.12
				C	44.93	3594.28	7787.61	93451.28
				D	47.17	3773.98	8176.96	98123.48
				E	49.53	3962.69	8585.83	103029.94

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6	Finance Director	627	1103	A	79.48	6358.38	13776.49	165317.88
				B				
				C				
				D				
				E	111.26	8901.03	19285.57	231426.78
6	Finance Manager	647	1116	A	56.09	4487.46	9722.83	116673.96
				B				
				C				
				D				
				E	78.53	6282.48	13612.04	163344.48
5	Finance Technician	501	5101	A	34.21	2736.92	5929.99	71159.92
				B	35.92	2873.73	6226.42	74716.98
				C	37.72	3017.43	6537.76	78453.18
				D	39.60	3168.28	6864.61	82375.28
				E	41.58	3326.69	7207.83	86493.94
8	Financial Analyst I	844	2125	A	36.26	2901.07	6285.65	75427.82
				B				
				C				
				D				
				E	47.73	3818.65	8273.74	99284.90
8	Financial Analyst II	845	2126	A	40.05	3203.98	6941.96	83303.48
				B				
				C				
				D				
				E	52.72	4217.41	9137.72	109652.66
1	Fire Battalion Chief	153	2508	A	50.43	5647.67	12236.62	146839.42
				B				
				C				
				D				
				E	70.60	7906.74	17131.27	205575.24
1	Fire Battalion Chief - 40	154	2509	A	70.60	5647.67	12236.62	146839.42
				B				
				C				
				D				
				E	98.83	7906.74	17131.27	205575.24

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1	Fire Captain	100	2504	A	44.13	4942.68	10709.14	128509.68
				B	46.28	5183.64	11231.22	134774.64
				C	48.54	5436.65	11779.41	141352.90
				D	50.91	5702.28	12354.94	148259.28
				E	53.40	5981.22	12959.31	155511.72
1	Fire Captain - 40	108	2507	A	61.78	4942.68	10709.14	128509.68
				B	64.80	5183.64	11231.22	134774.64
				C	67.96	5436.65	11779.41	141352.90
				D	71.28	5702.28	12354.94	148259.28
				E	74.77	5981.22	12959.31	155511.72
6	Fire Chief	630	1502	A	104.39	8350.82	18093.44	217121.28
				B				
				C				
				D				
				E	146.14	11691.17	25330.86	303970.32
1	Fire Engineer	102	4501	A	38.91	4358.46	9443.33	113319.96
				B	40.81	4570.21	9902.12	118825.46
				C	42.79	4792.52	10383.79	124605.52
				D	44.87	5025.94	10889.54	130674.44
				E	47.06	5271.04	11420.59	137047.04
1	Fire Engineer/Paramedic	151	4505	A	43.45	4866.58	10544.26	126531.08
				B	45.57	5103.77	11058.17	132698.02
				C	47.79	5352.75	11597.63	139171.50
				D	50.13	5614.15	12163.99	145967.90
				E	52.58	5888.68	12758.81	153105.68
1	Fire Prevention Inspector	106	3501	A	62.39	4990.89	10813.60	129763.14
				B	65.43	5234.26	11340.90	136090.76
				C	68.62	5489.78	11894.52	142734.28
				D	71.98	5758.07	12475.82	149709.82
				E	75.50	6039.78	13086.19	157034.28
1	Fire Protection Engineer	110	3507	A	62.39	4990.89	10813.60	129763.14
				B	65.43	5234.26	11340.90	136090.76
				C	68.62	5489.78	11894.52	142734.28
				D	71.98	5758.07	12475.82	149709.82
				E	75.50	6039.78	13086.19	157034.28

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1	Firefighter	103	4502	A	36.37	4073.45	8825.81	105909.70
				B	38.13	4270.87	9253.55	111042.62
				C	39.98	4478.23	9702.83	116433.98
				D	41.93	4695.97	10174.60	122095.22
				E	43.97	4924.50	10669.75	128037.00
1	Firefighter Trainee	109	4509	A	44.88	3590.42	7779.24	93350.92
				B	44.88	3590.42	7779.24	93350.92
				C	44.88	3590.42	7779.24	93350.92
				D	44.88	3590.42	7779.24	93350.92
				E	44.88	3590.42	7779.24	93350.92
1	Firefighter/Paramedic	104	4503	A	40.60	4547.38	9852.66	118231.88
				B	42.58	4768.46	10331.66	123979.96
				C	44.65	5000.72	10834.89	130018.72
				D	46.83	5244.52	11363.13	136357.52
				E	49.11	5500.58	11917.92	143015.08
1	Firefighter/Paramedic Trainee	107	4504	A	50.27	4021.26	8712.73	104552.76
				B	50.27	4021.26	8712.73	104552.76
				C	50.27	4021.26	8712.73	104552.76
				D	50.27	4021.26	8712.73	104552.76
				E	50.27	4021.26	8712.73	104552.76
7	Fitness Instructor	713	5620	A	35.00	2800.00	6066.67	72800.00
				B				
				C				
				D				
				E	75.00	6000.00	13000.00	156000.00
2	Fleet Maint Worker I -40	230	8615	A	33.14	2651.40	5744.70	68936.40
				B	34.80	2784.27	6032.59	72391.02
				C	36.54	2923.26	6333.73	76004.76
				D	38.37	3069.25	6650.04	79800.50
				E	40.29	3223.11	6983.40	83800.86
2	Fleet Maint Worker II - 40	231	8616	A	36.45	2916.27	6318.59	75823.02
				B	38.28	3062.25	6634.88	79618.50
				C	40.19	3215.24	6966.35	83596.24
				D	42.20	3376.09	7314.86	87778.34
				E	44.31	3544.81	7680.42	92165.06

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2	Fleet Maint Worker III -40	232	8617	A	41.93	3354.24	7267.52	87210.24
				B	44.03	3522.09	7631.19	91574.34
				C	46.22	3697.79	8011.88	96142.54
				D	48.53	3882.23	8411.50	100937.98
				E	50.96	4077.18	8833.89	106006.68
2	Fleet Maintenance Worker I	213	7207	A	33.14	2485.69	5385.66	64627.94
				B	34.80	2609.94	5654.87	67858.44
				C	36.54	2740.47	5937.69	71252.22
				D	38.37	2877.44	6234.45	74813.44
				E	40.28	3021.33	6546.22	78554.58
2	Fleet Maintenance Worker II	214	7208	A	36.46	2734.27	5924.25	71091.02
				B	38.28	2870.94	6220.37	74644.44
				C	40.19	3014.53	6531.48	78377.78
				D	42.20	3165.25	6858.04	82296.50
				E	44.31	3323.45	7200.81	86409.70
2	Fleet Maintenance Worker III	215	7209	A	41.93	3144.38	6812.82	81753.88
				B	44.02	3301.58	7153.42	85841.08
				C	46.22	3466.63	7511.03	90132.38
				D	48.53	3639.96	7886.58	94638.96
				E	50.96	3822.02	8281.04	99372.52
5	GIS Technician	552	2212	A	47.04	3762.96	8153.08	97836.96
				B	49.39	3951.11	8560.74	102728.86
				C	51.86	4148.67	8988.78	107865.42
				D	54.45	4356.09	9438.19	113258.34
				E	57.17	4573.95	9910.23	118922.70
1	Hazardous Materials Inspector	105	3502	A	62.39	4990.89	10813.60	129763.14
				B	65.43	5234.26	11340.90	136090.76
				C	68.62	5489.78	11894.52	142734.28
				D	71.98	5758.07	12475.82	149709.82
				E	75.50	6039.78	13086.19	157034.28
8	Housing & Neigh Svcs Manager	849	2812	A	49.79	3983.57	8631.07	103572.82
				B				
				C				
				D				
				E	65.55	5243.79	11361.55	136338.54

** Note Senior Public Works Lead change effective 3/1/2020

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6	Housing Authority Adminr	673	1120	A	58.56	4684.62	10150.01	121800.12
				B				
				C				
				D				
				E	81.98	6558.43	14209.93	170519.18
8	Human Resources Analyst I	843	2124	A	38.84	3106.99	6731.81	80781.74
				B				
				C				
				D				
				E	51.13	4090.15	8861.99	106343.90
8	Human Resources Analyst II	842	2123	A	42.89	3431.31	7434.51	89214.06
				B				
				C				
				D				
				E	56.45	4516.39	9785.51	117426.14
8	Human Resources Assistant	846	2108	A	27.67	2213.25	4795.38	57544.50
				B	29.05	2323.84	5034.99	60419.84
				C	30.50	2440.03	5286.73	63440.78
				D	32.03	2562.04	5551.09	66613.04
				E	33.63	2690.13	5828.62	69943.38
6	Human Resources Director	613	1105	A	79.03	6322.61	13698.99	164387.86
				B				
				C				
				D				
				E	110.65	8851.67	19178.62	230143.42
8	Human Resources Technician	816	2107	A	33.55	2684.39	5816.18	69794.14
				B	35.24	2819.20	6108.27	73299.20
				C	36.99	2959.53	6412.31	76947.78
				D	38.85	3108.09	6734.19	80810.34
				E	40.79	3263.09	7070.03	84840.34
6	I T Director	624	2113	A	77.99	6239.43	13518.76	162225.18
				B				
				C				
				D				
				E	109.19	8735.19	18926.24	227114.94

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CITY OF MILPITAS - HUMAN RESOURCES

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8	I T Manager	819	2116	A	58.47	4677.42	10134.41	121612.92
				B				
				C				
				D				
				E	76.96	6157.20	13340.60	160087.20
5	I T Technician	542	3101	A	37.42	2993.96	6486.91	77842.96
				B	39.30	3143.64	6811.22	81734.64
				C	41.26	3300.79	7151.71	85820.54
				D	43.32	3465.83	7509.30	90111.58
				E	45.49	3639.13	7884.78	94617.38
8	Information Services Analyst	831	2118	A	49.18	3934.73	8525.25	102302.98
				B				
				C				
				D				
				E	64.74	5179.26	11221.73	134660.76
5	Junior Civil Engineer	519	2203	A	42.76	3420.86	7411.86	88942.36
				B	44.90	3591.90	7782.45	93389.40
				C	47.14	3771.50	8171.58	98059.00
				D	49.50	3960.08	8580.17	102962.08
				E	51.98	4158.09	9009.19	108110.34
5	Junior Planner	520	2804	A	38.72	3097.22	6710.64	80527.72
				B	40.65	3252.09	7046.19	84554.34
				C	42.68	3414.68	7398.47	88781.68
				D	44.82	3585.46	7768.50	93221.96
				E	47.06	3764.69	8156.83	97881.94
7	Lifeguard	710	5610	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	21.00	1680.00	3640.00	43680.00
2	Maint Worker III - 40	234	8619	A	35.70	2855.95	6187.89	74254.70
				B	37.49	2998.96	6497.75	77972.96
				C	39.36	3148.82	6822.44	81869.32
				D	41.33	3306.40	7163.87	85966.40
				E	43.40	3471.68	7521.97	90263.68

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2	Maintenance Custodian I	203	8101	A	25.43	1907.19	4132.24	49586.94
				B	26.70	2002.56	4338.88	52066.56
				C	28.04	2102.70	4555.85	54670.20
				D	29.44	2207.83	4783.63	57403.58
				E	30.91	2318.23	5022.83	60273.98
2	Maintenance Custodian I - 40	222	8107	A	25.43	2034.36	4407.78	52893.36
				B	26.70	2136.05	4628.11	55537.30
				C	28.04	2242.87	4859.55	58314.62
				D	29.44	2355.02	5102.54	61230.52
				E	30.91	2472.75	5357.63	64291.50
2	Maintenance Custodian II	204	8102	A	27.97	2097.95	4545.56	54546.70
				B	29.37	2202.83	4772.80	57273.58
				C	30.84	2312.99	5011.48	60137.74
				D	32.38	2428.57	5261.90	63142.82
				E	34.00	2550.04	5525.09	66301.04
2	Maintenance Custodian II - 40	223	8108	A	27.97	2237.82	4848.61	58183.32
				B	29.37	2349.66	5090.93	61091.16
				C	30.84	2467.17	5345.53	64146.42
				D	32.38	2590.48	5612.71	67352.48
				E	34.00	2720.07	5893.49	70721.82
2	Maintenance Custodian III	205	8103	A	32.17	2412.60	5227.30	62727.60
				B	33.78	2533.22	5488.64	65863.72
				C	35.47	2659.89	5763.10	69157.14
				D	37.24	2792.89	6051.26	72615.14
				E	39.10	2932.57	6353.90	76246.82
2	Maintenance Custodian III - 40	233	8618	A	32.17	2573.60	5576.13	66913.60
				B	33.78	2702.09	5854.53	70254.34
				C	35.47	2837.59	6148.11	73777.34
				D	37.24	2979.21	6454.96	77459.46
				E	39.10	3127.82	6776.94	81323.32
2	Maintenance Worker I	206	8202	A	27.97	2097.95	4545.56	54546.70
				B	29.37	2202.83	4772.80	57273.58
				C	30.84	2312.99	5011.48	60137.74
				D	32.38	2428.62	5262.01	63144.12
				E	34.00	2550.04	5525.09	66301.04

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2	Maintenance Worker I-40	207	8203	A	28.23	2258.22	4892.81	58713.72
				B	29.63	2370.40	5135.87	61630.40
				C	31.12	2489.44	5393.79	64725.44
				D	32.67	2613.60	5662.80	67953.60
				E	34.31	2744.63	5946.70	71360.38
2	Maintenance Worker II	208	8204	A	30.77	2307.72	5000.06	60000.72
				B	32.31	2423.09	5250.03	63000.34
				C	33.92	2544.23	5512.50	66149.98
				D	35.62	2671.46	5788.16	69457.96
				E	37.40	2805.04	6077.59	72931.04
2	Maintenance Worker II-40	209	8205	A	31.04	2483.44	5380.79	64569.44
				B	32.60	2607.61	5649.82	67797.86
				C	34.23	2738.64	5933.72	71204.64
				D	35.93	2874.79	6228.71	74744.54
				E	37.73	3018.66	6540.43	78485.16
2	Maintenance Worker III	210	8206	A	35.38	2653.85	5750.01	69000.10
				B	37.15	2786.55	6037.53	72450.30
				C	39.01	2925.89	6339.43	76073.14
				D	40.96	3072.17	6656.37	79876.42
				E	43.01	3225.80	6989.23	83870.80
7	Maintenance Worker/Seasonal	760	8207	A	19.88	1590.40	3445.87	41350.40
				B				
				C				
				D				
				E	24.85	1988.00	4307.33	51688.00
8	Management Analyst	854	2128	A	51.49	4119.23	8925.00	107099.98
				B				
				C				
				D				
				E	72.10	5768.18	12497.72	149972.68
5	Marketing Coordinator	548	5614	A	36.34	2907.27	6299.09	75589.02
				B	38.16	3052.63	6614.03	79368.38
				C	40.07	3205.26	6944.73	83336.76
				D	42.07	3365.53	7291.98	87503.78
				E	44.17	3533.81	7656.59	91879.06

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6	Mayor	696	1118	A	130.47	521.88	1130.74	13568.88
				B				
				C				
				D				
				E	130.47	521.88	1130.74	13568.88
5	Neighbhd Preservation Asst	510	5802	A	30.51	2441.10	5289.05	63468.60
				B	32.04	2563.17	5553.53	66642.42
				C	33.64	2691.32	5831.19	69974.32
				D	35.32	2825.92	6122.83	73473.92
				E	37.09	2967.17	6428.87	77146.42
5	Office Assistant I	516	6108	A	24.59	1966.86	4261.53	51138.36
				B	25.81	2065.19	4474.58	53694.94
				C	27.11	2168.46	4698.33	56379.96
				D	28.46	2276.85	4933.18	59198.10
				E	29.88	2390.70	5179.85	62158.20
5	Office Assistant II	517	6109	A	27.04	2163.45	4687.47	56249.70
				B	28.39	2271.59	4921.78	59061.34
				C	29.82	2385.23	5168.00	62015.98
				D	31.31	2504.49	5426.40	65116.74
				E	32.87	2629.64	5697.55	68370.64
5	Office Specialist	518	6110	A	31.10	2487.96	5390.58	64686.96
				B	32.65	2612.38	5660.16	67921.88
				C	34.29	2743.04	5943.25	71319.04
				D	36.00	2880.22	6240.48	74885.72
				E	37.80	3024.16	6552.35	78628.16
4	Patrol Officer	404	4401	A	49.75	3980.00	8623.33	103480.00
				B	52.24	4178.99	9054.48	108653.74
				C	54.85	4387.92	9507.16	114085.92
				D	57.59	4607.33	9982.55	119790.58
				E	60.47	4837.66	10481.60	125779.16
4	Patrol Officer Trainee	458	4402	A	48.68	3894.53	8438.15	101257.78
				B	51.11	4089.18	8859.89	106318.68
				C	53.67	4293.69	9303.00	111635.94
				D	56.35	4508.34	9768.07	117216.84
				E	59.17	4733.72	10256.39	123076.72

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5	Payroll Specialist	546	5102	A	33.22	2657.20	5757.27	69087.20
				B	34.88	2790.06	6045.13	72541.56
				C	36.62	2929.56	6347.38	76168.56
				D	38.45	3076.05	6664.78	79977.30
				E	40.37	3229.80	6997.90	83974.80
5	Plan Check Engineer	521	3807	A	55.36	4428.42	9594.91	115138.92
				B	58.12	4649.38	10073.66	120883.88
				C	61.03	4882.17	10578.04	126936.42
				D	64.07	5125.87	11106.05	133272.62
				E	67.32	5385.54	11668.67	140024.04
5	Plan Checker	522	3803	A	47.20	3776.18	8181.72	98180.68
				B	49.56	3964.94	8590.70	103088.44
				C	52.04	4163.54	9021.00	108252.04
				D	54.64	4371.10	9470.72	113648.60
				E	57.38	4590.27	9945.59	119347.02
6	Plan Review Manager	678	1210	A	61.45	4915.76	10650.81	127809.76
				B				
				C				
				D				
				E	79.92	6393.40	13852.37	166228.40
6	Planning & Neigh Svcs Director	607	1803	A	79.14	6330.89	13716.93	164603.14
				B				
				C				
				D				
				E	110.79	8863.25	19203.71	230444.50
7	Planning Commissioners	698	1108	A	1.00	80.00	173.33	2080.00
				B				
				C				
				D				
				E	1.00	80.00	173.33	2080.00
6	Planning Manager	602	2803	A	60.31	4825.16	10454.51	125454.16
				B				
				C				
				D				
				E	84.44	6755.21	14636.29	175635.46

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4	Police Assistant	450	6401	A	0.02	1.64	3.55	42.64
				B	47.27	3781.86	8194.03	98328.36
				C	49.64	3970.92	8603.66	103243.92
				D	52.12	4169.45	9033.81	108405.70
				E	54.72	4377.95	9485.56	113826.70
6	Police Captain	651	1401	A	94.68	7574.39	16411.17	196934.04
				B				
				C				
				D				
				E	132.55	10604.10	22975.56	275706.72
4	Police Clerk I	451	6402	A	33.88	2710.80	5873.40	70480.80
				B	35.58	2846.35	6167.09	74005.10
				C	37.36	2988.65	6475.41	77704.90
				D	39.23	3138.10	6799.22	81590.60
				E	41.19	3294.94	7139.04	85668.44
4	Police Clerk II	452	6403	A	37.27	2981.81	6460.59	77527.06
				B	39.14	3130.99	6783.81	81405.74
				C	41.09	3287.52	7122.96	85475.52
				D	43.15	3451.92	7479.16	89749.92
				E	45.31	3624.44	7852.95	94235.44
4	Police Clerk Supervisor	454	6404	A	43.05	3444.07	7462.15	89545.82
				B	45.20	3616.30	7835.32	94023.80
				C	47.46	3797.07	8226.99	98723.82
				D	49.84	3986.95	8638.39	103660.70
				E	52.33	4186.28	9070.27	108843.28
4	Police Evidence Technician	459	8607	A	39.53	3162.29	6851.63	82219.54
				B	41.50	3320.38	7194.16	86329.88
				C	43.58	3486.42	7553.91	90646.92
				D	45.76	3660.76	7931.65	95179.76
				E	48.05	3843.79	8328.21	99938.54
4	Police Lieutenant	400	2402	A	76.31	6104.74	13226.94	158723.24
				B	80.12	6409.98	13888.29	166659.48
				C	84.13	6730.51	14582.77	174993.26
				D	88.34	7067.05	15311.94	183743.30
				E	92.75	7420.38	16077.49	192929.88

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4	Police Officer	403	4403	A	54.40	4352.17	9429.70	113156.42
				B	57.12	4569.84	9901.32	118815.84
				C	59.98	4798.31	10396.34	124756.06
				D	62.98	5038.19	10916.08	130992.94
				E	66.13	5290.16	11462.01	137544.16
4	Police Officer Trainee	457	4404	A	53.23	4258.69	9227.16	110725.94
				B	55.90	4471.68	9688.64	116263.68
				C	58.69	4695.30	10173.15	122077.80
				D	61.63	4930.03	10681.73	128180.78
				E	64.71	5176.53	11215.82	134589.78
4	Police Sergeant	401	4405	A	65.72	5257.54	11391.34	136696.04
				B	69.01	5520.43	11960.93	143531.18
				C	72.46	5796.44	12558.95	150707.44
				D	76.08	6086.34	13187.07	158244.84
				E	79.88	6390.65	13846.41	166156.90
6	Police Support Services Mgr	657	1404	A	58.49	4679.57	10139.07	121668.82
				B				
				C				
				D				
				E	81.90	6551.69	14195.33	170343.94
7	Pool Manager	708	5608	A	18.25	1460.00	3163.33	37960.00
				B				
				C				
				D				
				E	25.55	2044.00	4428.67	53144.00
8	Principal Civil Engineer	822	2204	A	61.45	4915.76	10650.81	127809.76
				B				
				C				
				D				
				E	79.92	6393.40	13852.37	166228.40
8	Principal Planner	823	2811	A	63.35	5068.27	10981.25	131775.02
				B				
				C				
				D				
				E	76.73	6138.46	13300.00	159599.96

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5	Program Coordinator	523	5606	A	33.89	2711.28	5874.44	70493.28
				B				
				C				
				D				
				E	44.61	3568.85	7732.51	92790.10
6	Public Information Officer	674	1122	A	58.05	4644.23	10062.50	120749.98
				B				
				C				
				D				
				E	81.27	6501.93	14087.51	169050.18
5	Public Services Assistant I	524	6601	A	28.27	2261.81	4900.59	58807.06
				B	29.69	2374.92	5145.66	61747.92
				C	31.17	2493.69	5402.99	64835.94
				D	32.73	2618.37	5673.13	68077.62
				E	34.37	2749.27	5956.75	71481.02
5	Public Services Assistant II	525	6602	A	31.10	2487.98	5390.62	64687.48
				B	32.66	2612.41	5660.22	67922.66
				C	34.29	2743.03	5943.23	71318.78
				D	36.00	2880.23	6240.50	74885.98
				E	37.80	3024.16	6552.35	78628.16
6	Public Works Director	635	1204	A	81.37	6509.80	14104.57	169254.80
				B				
				C				
				D				
				E	113.92	9113.73	19746.41	236956.98
5	Public Works Inspector	526	3202	A	45.65	3652.03	7912.73	94952.78
				B	47.93	3834.66	8308.43	99701.16
				C	50.33	4026.36	8723.78	104685.36
				D	52.85	4227.70	9160.02	109920.20
				E	55.49	4439.06	9617.96	115415.56
6	Public Works Manager	648	1117	A	54.16	4332.74	9387.60	112651.24
				B				
				C				
				D				
				E	75.82	6065.83	13142.63	157711.58

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES
All Job Classifications/Salary Table Effective 03/03/2020

<u>Code</u>	<u>Classification</u>	<u>Pay Grade</u>	<u>Occ Code</u>	<u>Step</u>	<u>Hourly</u>	<u>BiWeekly</u>	<u>Monthly</u>	<u>Annual</u>
8	Purchasing Agent	826	1106	A	50.73	4058.22	8792.81	105513.72
				B				
				C				
				D				
				E	65.42	5233.97	11340.27	136083.22
7	Recreation Administrative Asst	712	5619	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	21.00	1680.00	3640.00	43680.00
7	Recreation Attendant	711	5618	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	21.00	1680.00	3640.00	43680.00
7	Recreation Instructors	707	5607	A	18.33	1466.40	3177.20	38126.40
				B				
				C				
				D				
				E	36.66	2932.80	6354.40	76252.80
7	Recreation Leader	706	5617	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	21.00	1680.00	3640.00	43680.00
6	Recreation Services Manager	616	2602	A	50.05	4003.69	8674.66	104095.94
				B				
				C				
				D				
				E	65.10	5207.62	11283.18	135398.12
8	Recreation Services Supervisor	827	2601	A	48.46	3876.64	8399.39	100792.64
				B				
				C				
				D				
				E	63.78	5102.17	11054.70	132656.42

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CITY OF MILPITAS - HUMAN RESOURCES

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5	Recreation Svcs Assistant I	527	8601	A	15.98	1278.47	2770.02	33240.22
				B	16.78	1342.38	2908.49	34901.88
				C	17.62	1409.54	3054.00	36648.04
				D	18.50	1479.98	3206.62	38479.48
				E	19.43	1554.02	3367.04	40404.52
5	Recreation Svcs Assistant II	528	8602	A	18.97	1517.96	3288.91	39466.96
				B	19.93	1594.02	3453.71	41444.52
				C	20.92	1673.67	3626.28	43515.42
				D	21.97	1757.40	3807.70	45692.40
				E	23.07	1845.23	3998.00	47975.98
5	Recreation Svcs Assistant III	529	8603	A	21.81	1744.87	3780.55	45366.62
				B	22.90	1832.06	3969.46	47633.56
				C	24.05	1923.67	4167.95	50015.42
				D	25.25	2019.85	4376.34	52516.10
				E	26.51	2120.87	4595.22	55142.62
5	Recreation Svcs Assistant IV	530	8604	A	25.59	2047.19	4435.58	53226.94
				B	26.87	2149.53	4657.32	55887.78
				C	28.21	2257.01	4890.19	58682.26
				D	29.62	2369.87	5134.72	61616.62
				E	31.10	2488.35	5391.43	64697.10
8	Senior Accountant	829	2110	A	45.08	3606.56	7814.21	93770.56
				B				
				C				
				D				
				E	59.34	4747.03	10285.23	123422.78
5	Senior Accounting Technician	539	6106	A	34.21	2736.78	5929.69	71156.28
				B	35.92	2873.64	6226.22	74714.64
				C	37.72	3017.33	6537.55	78450.58
				D	39.60	3168.22	6864.48	82373.72
				E	41.58	3326.60	7207.63	86491.60
8	Senior Administrative Analyst	834	2112	A	49.79	3983.57	8631.07	103572.82
				B				
				C				
				D				
				E	65.55	5243.79	11361.55	136338.54

** Note Senior Public Works Lead change effective 3/1/2020

CITY OF MILPITAS - HUMAN RESOURCES

All Job Classifications/Salary Table Effective 03/03/2020

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5	Senior Building Inspector	531	3804	A	52.73	4218.07	9139.15	109669.82
				B	55.36	4429.02	9596.21	115154.52
				C	58.13	4650.44	10075.95	120911.44
				D	61.04	4882.93	10579.68	126956.18
				E	64.09	5127.10	11108.72	133304.60
8	Senior Executive Assistant	855	6123	A	42.89	3431.31	7434.51	89214.06
				B				
				C				
				D				
				E	56.45	4516.39	9785.51	117426.14
8	Senior HR Analyst	841	2122	A	46.49	3719.38	8058.66	96703.88
				B				
				C				
				D				
				E	61.20	4895.82	10607.61	127291.32
5	Senior Plan Check Engineer	534	3806	A	60.89	4871.26	10554.40	126652.76
				B	63.94	5114.96	11082.41	132988.96
				C	67.13	5370.47	11636.02	139632.22
				D	70.48	5638.72	12217.23	146606.72
				E	74.01	5920.61	12827.99	153935.86
8	Senior Planner	830	2805	A	58.08	4646.28	10066.94	120803.28
				B				
				C				
				D				
				E	70.60	5647.74	12236.77	146841.24
5	Senior Public Works Inspector	535	3203	A	52.73	4218.10	9139.22	109670.60
				B	55.36	4429.02	9596.21	115154.52
				C	58.13	4650.45	10075.98	120911.70
				D	61.04	4882.93	10579.68	126956.18
				E	64.09	5127.10	11108.72	133304.60
2**	Senior Public Works Lead	225	8609	A	47.33	3786.04	8203.08	98436.96
				B	49.69	3975.34	8613.23	103358.81
				C	52.18	4174.11	9043.90	108562.75
				D	54.79	4382.81	9496.09	113953.09
				E	57.53	4602.07	9971.16	119653.92

** Note Senior Public Works Lead change effective 3/1/2020

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7	Special Project Associate	750	5105	A	20.00	1600.00	3466.67	41600.00
				B				
				C				
				D				
				E	50.00	4000.00	8666.67	104000.00
5	Sr Code Enforcement Officer	545	5806	A	46.84	3747.39	8119.35	97432.14
				B	49.18	3934.04	8523.75	102285.04
				C	51.64	4131.27	8951.09	107413.02
				D	54.23	4338.13	9399.28	112791.38
				E	56.93	4554.60	9868.30	118419.60
8	Sr. Information Analyst/Dev	853	2119	A	51.77	4141.85	8974.01	107688.10
				B				
				C				
				D				
				E	68.15	5451.93	11812.51	141750.18
5	Sr. Public Services Assistant	549	5615	A	34.69	2775.18	6012.89	72154.68
				B	36.42	2913.94	6313.54	75762.44
				C	38.25	3059.64	6629.22	79550.64
				D	40.16	3212.62	6960.68	83528.12
				E	42.17	3373.25	7308.71	87704.50
7	Sr. Special Projects Associate	749	5106	A	50.00	4000.00	8666.67	104000.00
				B				
				C				
				D				
				E	125.00	10000.00	21666.67	260000.00
7	Staff Assistant	745	5104	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	24.00	1920.00	4160.00	49920.00
7	Student Intern	740	5103	A	15.00	1200.00	2600.00	31200.00
				B				
				C				
				D				
				E	24.00	1920.00	4160.00	49920.00

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CITY OF MILPITAS - HUMAN RESOURCES

All Job Classifications/Salary Table Effective 03/03/2020

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6	Transporation & Traffic Mgr	675	1202	A	58.05	4644.23	10062.50	120749.98
				B				
				C				
				D				
				E	81.27	6501.93	14087.51	169050.18
8	Video Media Specialist	840	2121	A	40.05	3203.98	6941.96	83303.48
				B				
				C				
				D				
				E	52.72	4217.41	9137.72	109652.66
2	Water Meter Reader I	216	8104	A	27.97	2097.88	4545.41	54544.88
				B	29.37	2202.83	4772.80	57273.58
				C	30.84	2312.98	5011.46	60137.48
				D	32.38	2428.57	5261.90	63142.82
				E	34.00	2550.03	5525.06	66300.78
2	Water Meter Reader I -40	235	8620	A	27.97	2237.90	4848.78	58185.40
				B	29.37	2349.80	5091.23	61094.80
				C	30.84	2466.94	5345.04	64140.44
				D	32.38	2590.20	5612.10	67345.20
				E	34.01	2720.46	5894.33	70731.96
2	Water Meter Reader II	217	8105	A	30.77	2307.72	5000.06	60000.72
				B	32.31	2423.08	5250.01	63000.08
				C	33.92	2544.22	5512.48	66149.72
				D	35.62	2671.44	5788.12	69457.44
				E	37.40	2805.04	6077.59	72931.04
2	Water Meter Reader II -40	236	8621	A	30.77	2461.69	5333.66	64003.94
				B	32.31	2584.96	5600.75	67208.96
				C	33.92	2713.46	5879.16	70549.96
				D	35.62	2849.84	6174.65	74095.84
				E	37.40	2992.33	6483.38	77800.58
2	Water Systems Operator	219	7211	A	40.09	3207.25	6949.04	83388.50
				B	42.09	3367.27	7295.75	87549.02
				C	44.20	3535.96	7661.25	91934.96
				D	46.41	3712.76	8044.31	96531.76
				E	48.73	3898.42	8446.58	101358.92

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CITY OF MILPITAS - HUMAN RESOURCES

All Job Classifications/Salary Table Effective 03/03/2020

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2	Water Systems Operator - 40	237	8622	A	42.76	3420.67	7411.45	88937.42
				B	44.90	3592.01	7782.69	93392.26
				C	47.15	3772.10	8172.88	98074.60
				D	49.50	3960.04	8580.09	102961.04
				E	51.98	4158.48	9010.04	108120.48

** Note Senior Public Works Lead change effective 3/1/2020

**CITY COUNCIL
AGENDA ITEM REQUESTS**

Request No.	Topic	Submitted by:	A, F, or CM	Date requested or Rec'd Form	To CC Rules Subcomm:	on City Council meeting agenda this date:
2020						
15	Support community distribution of masks	Dominguez	A	4/7/2020		
14	Proclamation & support for face coverings	Montano	A	4/7/2020		
13	Establish coronavirus testing site in Milpitas	Phan	A	4/7/2020		
12	Community Workforce Agreement	Nuñez	A	2/18/2020		
11	Discuss having 4th of July parade	Nuñez	A	2/18/2020		
10	Responsible Construction Ordinance	Phan	A	2/4/2020		
9	Support for Laura's Law	Phan	A	2/4/2020		4/21/2020
8	Parade for MHS Trojans Football (completed)	Tran, City Manager	A	1/21/2020		1/28/2020 parade held Feb 1
7	Request for Dumpster Days	Tran	A	1/7/2020		in 5 yr CIP
6	Resolution in support of elimination of discrimination v. women	Dominguez	A	1/7/2020		4/21/2020
5	Proposed ban on vaping, restrict smoking	Montano	A	1/7/2020		3/3/2020
4	Street/traffic calming update	Nuñez	A	1/7/2020		3/3/2020 - to go in 5 yr CIP
3	Report on parking in The Pines	Nuñez	A	1/7/2020		2/18/2020 - to go in later year of CIP
2	Report on speed cameras like Fremont (radar displays) - no enforcement	Phan	A	1/7/2020		
1	Info. on new SB 50 (housing, transit bill)	Phan	A	1/7/2020		memo
2019						
10	Maintain Dagupan, P.I. as a Sister City	Tran, Montano	F	9/17/2019	9/20/2019	done
9	Have "Dumpster Days"	Tran, Montano	F	9/17/2019	9/20/2019	1/28/2020: added into CIP

**CITY COUNCIL
AGENDA ITEM REQUESTS**

8	Add Green Bike Lanes	Tran, Montano	F	9/17/2019	9/20/2019	1/28/2020: added into CIP
7	Establish Railroad quiet zone	Tran, Montano	F	9/17/2019	9/20/2019	
6	Rename Augustine Park to include "Sunnyhills"	Tran, Montano	F	9/17/2019	9/20/2019	2/4/2020 - Done
5	Community Theater, perhaps with MUSD	Nuñez, Phan	F	8/20/2019	8/23/2019	@4/14/20 CIP mtg: bring back info
4	Consider Community Museum and Park on Main St.	Nuñez, Phan	F	8/20/2019	8/23/2019	@4/14/20 CIP mtg: bring back info
3	Rename Dixon Landing Rd. as Barack Obama Blvd	Nuñez, Phan	F	8/20/2019	8/23/2019	1/28/20: defer to future
2	policy for Proclamations and Commendations	Nuñez, Phan	F	8/20/2019	8/23/2019	
1	policy for Social Media	Nuñez, Phan	F	8/20/2019	8/23/2019	

A: @Announcements
 F: on a Form
 CM: to City Manager



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Hear Request of Councilmember Phan and Mayor Tran in Support of “Laura’s Law”
Category:	Reports of Mayor and Councilmembers
Meeting Date:	4/21/2020
Staff Contact:	Councilmember Anthony Phan, 408-586-3032 Mayor Rich Tran, 408-586-3029
Recommendation:	Hear Request of Councilmember Phan and Mayor Tran in Support of “Laura’s Law” and consider directing staff to send a letter of support to the county.

Background:

On February 4, 2020, Councilmember Phan requested his colleagues to consider directing staff to research and consider Council support locally of "Laura's Law" related to mandatory conservatorship by the County of Santa Clara for those with severe mental health illness.

Recommendation:

Hear Request of Councilmember Phan and Mayor Tran in support of “Laura’s Law” and consider directing staff to send a letter of support to the county.

Attachments:

Memorandum by Councilmember Phan and Mayor Tran
City of San Jose Letter of Support
Report to San Jose City Council with Attachments



MEMORANDUM

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
PHONE: 408-586-3000, FAX: 408-586-3056, www.ci.milpitas.ca.gov

TO: City Manager Steve McHarris
City Attorney Chris Diaz
CC: City Clerk Mary Lavelle

DATE: 02/03/2020

FROM: Mayor Rich Tran

Councilmember Anthony Phan

SUBJECT: County Implementation of Laura's Law and Enhanced Conservatorships

RECOMMENDATION

Place the following item on the February 18, 2020 Agenda for Council discussion and action; Direct the City Manager to submit a letter from the City Council to the Santa Clara County Board of Supervisors and the County Executive's Office to request County implementation of Laura's Law (Assisted Outpatient Treatment) and strengthened conservatorship policies, and add these objectives to the City's legislative priorities.

BACKGROUND

In Santa Clara County, homelessness has become a crisis. Nearly 10,000 individuals are currently homeless in Santa Clara County, and these numbers are projected to continue to increase at an alarming rate. Last year, homelessness increased at a drastic increase of 31.3% in Santa Clara County.¹

According to the U.S. Department on Housing and Urban Development, it is estimated that on average, amongst homeless individuals nationally, 45% are mentally ill and 25% are seriously mentally ill. Locally, Santa Clara County statistics show data based on self-reported responses that parallel national numbers, with 42% of homeless respondents indicating that they suffer from mental illness of some form and 35% of respondents reporting having experienced alcohol or substance abuse.

BACKGROUND ON LAURA'S LAW AND CONSERVATORSHIP

Laura Wilcox was a teenage college student shot to death in 2001, by a severely mentally deranged individual. Despite pleas from his own family and recommendation from his social worker, the individual actively refused psychiatric treatment and continued to be defiant, as he increasingly became delusional and paranoid, in the events leading up to the shooting.

In 2002, Assisted Outpatient Treatment Demonstration Project Act, also known as Laura's Law, was signed into law by Governor Gray Davis. The legislation aims to help individuals suffering with severe mental health needs by mandating their access to assisted outpatient treatment. The policy applies to those who meet a specific set of exhaustive requirements to demonstrate

¹ "County of Santa Clara, City of San Jose Release Results of 2019 Homeless Census." County News, County of Santa Clara, 16 May 2019, www.sccgov.org/sites/opa/newsroom/Pages/2019homelesscensus.aspx.

their history of non-compliance, such as if they were hospitalized or jailed at least twice within 36 months.

The policy heavily relies on County implementation and enforcement. In California, twenty Counties have opted to implement Laura's Law, with Bay Area Counties including Contra Costa, Marin, San Mateo, San Francisco and San Mateo.

In 2018, Senate Bill 1045 was signed into law, allowing the City and County of San Francisco, Los Angeles, and San Diego Counties to pilot a 5-year program of housing-based conservatorship. The bill establishes conservatorships to individuals suffering from both a severe mental illness and a substance use disorder. Ultimately, the bill increases the responsiveness of courts to individuals lacking capacity to take care of their health and welfare. Senate Bill 40, passed in 2019, similarly addresses procedures regarding 5150 psychiatric holds and expands conservatorship provisions for these often-neglected individuals, many of whom at high risk of harming themselves.

ANALYSIS

Expanding a framework for conservatorship and County implementation of Laura's Law will expand access to critical services and treatment for our community's most vulnerable struggling with severe mental health needs.

Although we acknowledge these policies will help a relatively smaller population of people who are homeless, and that there is much more work to be done to address the crisis in homelessness, however it will go a long way and positively change many lives. Furthermore, it will make our community safer for our residents and our first responders in public safety, who risk their lives every day. In tragic scenarios where officers have no choice but to use deadly force to stop dangerous individuals with severe mental health needs from harming others, it is unacceptable to write off the case as a situation that could not have been avoided.

Our County has the ability to save lives, make our community safer, and prevent these tragedies from occurring. The implementation of Laura's Law and expanded conservatorship will serve as much-needed reform to our negligent and flawed system which has failed our community's most vulnerable people.

The City of Milpitas should support County implementation of Laura's Law and work with the Board of Supervisors and County Administration to expand conservatorship programs through efforts in adding Santa Clara County to Senate Bill 1045 and related legislation.

Dear Santa Clara County Board of Supervisors,

As community leaders, we recognize that Santa Clara County has a mental health crisis. Of the homeless in our County, 42% reported mental illness, yet current efforts in the County to address this issue are tragically lacking.

Homeless individuals who lack capacity because of a severe mental illness to provide for their basic human needs cannot continue to fall victim to uninhabitable living conditions, drug and alcohol abuse, and risks of harm to themselves or [others on the streets](#). It is imperative that we consider the benefits of Laura's Law and strengthened conservatorship in Santa Clara County.

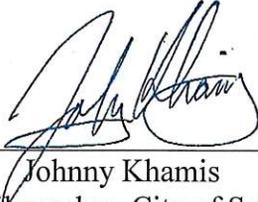
Laura's Law passed the California State Legislature in 2002, aiming to remedy the issues posed by mentally ill individuals occupying the streets: introducing court-mandated assisted outpatient treatment for those who are likely to benefit from it. To date, 20 counties in California have done just this, including the Bay Area Counties of San Mateo, Alameda, Contra Costa, Marin, and San Francisco-- achieving a high degree of success. Specifically, In San Francisco County, 91% of patients saw reduced hospitalization, with 88% reducing their time spent incarcerated and 74% reducing their use of Psychiatric Emergency Services. Not only that, but in Nevada County, where Laura's Law was first implemented, the law has saved between \$1.82 to \$2.52 per \$1.00 invested in the program. Laura's Law is saving lives, saving money, and giving people the help that they need.

Furthermore, in pursuit of the most comprehensive care for suffering residents, conservatorship for substance abusers and the mentally ill also must be re-examined. While Santa Clara County's LPS Conservatorship was an important first step starting in 1972, now is the time to revisit and strengthen this piece of legislation.

In September of 2018, the State of California passed Senate Bill 1045, which provides for the formation of a 5-year pilot program consisting of housing based conservatorship policies in San Francisco and Los Angeles Counties. SB 1045 increases the responsiveness of courts to individuals lacking capacity to take care of their health and welfare in by making available a conservatorship when those individuals are suffering from both a severe mental illness as well as a substance use disorder, something we are unable to achieve under the current standard. Individuals that fail to qualify as "gravely disabled" often get stuck in a chronic cycle of coming in and out of 72-hour psychiatric holds, and are victims of a dysfunctional system that is in desperate need of reform. We would like to see Santa Clara County advocate for inclusion in this or comparable legislation that effectively treats the most vulnerable in our County.

For all these reasons and more, we urge the County to act to strengthen conservatorship laws and to adopt Laura's Law.

Signed:



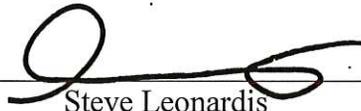
Johnny Khamis
Councilmember, City of San José



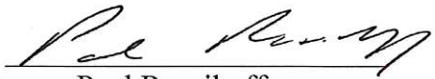
Raul Peralez
Councilmember, City of San José



Lisa Dailey
Treatment Advocacy Center



Steve Leonardis
Mayor, Town of Los Gatos



Paul Resnikoff
Councilmember, City of Campbell



Katherine Decker
Registered Nurse



Stephani Rideau
Parent of Homeless Mentally Ill Adult

Memorandum

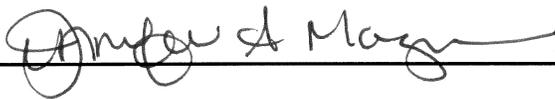
TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Lee Wilcox

**SUBJECT: COUNTY OF SANTA CLARA
BEHAVIORAL HEALTH
PROGRAMS**

DATE: January 22, 2020

Approved



Date

1-22-20

INFORMATION

At the November 20, 2019 Rules and Open Government Committee, the Administration was directed to submit a letter from the City of San José Mayor and City Council to the Santa Clara County Board of Supervisors and the County Administration requesting implementation of Laura's Law (Assisted Outpatient Treatment) as well as a strengthening of conservatorship policies for residents that struggle with serious mental illness. This item was again discussed at the December 10, 2019 City Council meeting under item 3.6¹ where a request was made for additional information regarding the Santa Clara County's expansion of Behavioral Health Services for adults and older adults, which was scheduled for implementation in fall 2019.

In response to Council direction, on December 12, 2019 a letter was submitted to the Santa Clara County Board of Supervisors on behalf of the City of San José Mayor and City Council (*Attachment A*).

Attached to this memorandum are two reports authored by Toni Tullys, Director of the County's Behavioral Health Services. The first report was submitted to the Health and Hospital Committee on August 22, 2019 providing an update on Assisted Outpatient Treatment (*Attachment B*). It summarizes the 2002 California Assembly Bill 1421 (Laura's Law) and its implementation in California through April 2017 as summarized by the State of California's Department of Health Care Services, Mental Health and Substance Use Disorder Services in its July 2018 Report. This memo also outlines the County's Behavior Health Services expansion of programs for its adult system of care.

¹ <https://sanjose.legistar.com/LegislationDetail.aspx?ID=4263938&GUID=32623866-8137-46E7-8D24-DFCECA1C562B&Options=&Search=>

HONORABLE MAYOR AND CITY COUNCIL

January 22, 2020

Subject: County of Santa Clara Behavioral Health Programs

Page 2

The second memorandum was submitted to the Board of Supervisors on December 17, 2019 as part of a report requested by Supervisors Chavez and Cortese (Board Referral Item Number 16 ID#98761 approved on November 5, 2019)², which directed the Behavioral Health Services Department to provide options for consideration relating to the provision of safe places and support services for members of the community with high needs, who are severely mentally ill, dually diagnosed, and unhoused (*Attachment C*).

The Administration understands the Mayor and City Council's shared interest in ensuring that adequate and high quality resources are available and accessible to residents struggling with mental illnesses, substance use, or both. As part of its work in helping draft the Community Plan to End Homelessness, the City Manager's Office and Housing Department are working with their County partners to better assess the existing capacity of behavioral health resources against the need in the community. As the City moves from the planning and community engagement phases of this process to implementation of a San José-specific operational plan, the Administration will continue to advocate for the resources necessary to close any existing resource gaps.

/s/

LEE WILCOX

Chief of Staff, City Manager's Office

For questions, please contact Sarah Zárate, Assistant to the City Manager, at (408) 535-5601.

Attachments:

Attachment A: December 12, 2019 Letter to Board of Supervisors regarding Conservatorship in Santa Clara County

Attachment B: County of Santa Clara Behavioral Health Services Update on Assisted Outpatient Treatment (Laura's Law)

Attachment C: County of Santa Clara Behavioral Health Services Report on Safe Places and Support Services for Mentally Ill/Dually Diagnosed Individuals

² http://sccgov.iqm2.com/Citizens/Detail_Legifile.aspx?Frame=SplitView&MeetingID=11147&MediaPosition=&ID=99307&CssClass=



December 12, 2019

Board of Supervisors
County of Santa Clara
70 West Hedding Street
San Jose, CA 95110

Re: Conservatorship in Santa Clara County

Dear Santa Clara County Board of Supervisors,

We write on behalf of the City of San José to encourage the County to pursue additional options in addressing mental health treatment for homeless individuals, including conservatorship. Currently the County of Santa Clara staff, Destination: Home, and City of San José staff are working to finalize a new Community Plan to End Homelessness—better aligning our goals and strategies. As we embark on implementing this plan we must collectively align our operations, resources, and policies to meet these goals.

To that end, we share the position outlined in the November 5, 2019 memo from Supervisors Chavez and Cortese that “the County of Santa Clara needs to act with urgency as it relates to providing safe places and supportive services to very vulnerable members of our community who are severely mentally ill, dually-diagnosed, unhoused and unable to proactively access community-based mental health services.”

According to the 2019 City of San José Homeless Census and Survey, 42% of homeless survey respondents reported a psychiatric or emotional condition in the City of San José. Homeless individuals who lack capacity because of a severe mental illness to provide for their basic human needs cannot continue to fall victim to uninhabitable living conditions, drug and alcohol abuse, and risks of harm to themselves or others on the streets. It is imperative that we examine conservatorship options, including implementing Laura’s Law in Santa Clara County for outpatient services and inpatient options to address a portion of this population’s needs.

As you know, the State of California passed Laura’s Law in 2002 to introduce court-mandated assisted outpatient treatment for those who are likely to benefit from it. To date, 20 counties in California have implemented Laura’s Law, including the Bay Area Counties of San Mateo, Alameda, Contra Costa, Marin, and San Francisco. In San Francisco County, 91% of patients saw reduced hospitalization, with 88% reducing their time spent incarcerated, and 74% reducing their use of Psychiatric Emergency Services. Not only that, but in Nevada County, where Laura’s Law was first implemented, the law has saved between \$1.82 to \$2.52 per \$1.00 invested in the

District 1-Chappie Jones, Vice Mayor
District 3-Raul Peralez
District 5-Magdalena Carrasco
District 7-Maya Esparza
District 9-Pam Foley

Sam Liccardo, Mayor

District 2-Sergio Jimenez
District 4-Lan Diep
District 6-Dev Davis
District 8-Sylvia Arenas
District 10-Johnny Khamis

Letter from City of San José City Council
Conservatorship in Santa Clara County
December 12, 2019

program. Laura's Law is saving lives, saving money, and giving people the help that they need.

Additionally, in September of 2018, the State of California passed Senate Bill 1045, which allows the City and County of San Francisco, Los Angeles, and San Diego Counties to pilot a 5-year program of housing-based conservatorship. SB 1045 increases the responsiveness of courts to individuals lacking capacity to take care of their health and welfare by making available a conservatorship when those individuals are suffering from both a severe mental illness as well as a substance use disorder. Individuals that fail to qualify as "gravely disabled" often get stuck in a chronic cycle of coming in and out of 72-hour psychiatric holds, and are victims of a dysfunctional system that is in desperate need of reform. We encourage Santa Clara County to advocate for inclusion in this or comparable legislation that effectively treats the most vulnerable in our County.

We are heartened that the County is examining additional service needs for homeless individuals, including those suffering mental health disease and drug addiction. We share your goals of ending homelessness in our community, and look forward to continuing to collaborate on solutions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Liccardo". The signature is fluid and cursive, with a large initial "S" and "L".

Mayor Sam Liccardo
on behalf of the City of San José City Council

C. County Administration
City Manager



COUNTY OF SANTA CLARA
Behavioral Health Services

DATE: August 22, 2019
TO: Health and Hospital Committee
FROM: Toni Tullys, Director, Behavioral Health Services
SUBJECT: Update on Assisted Outpatient Treatment (Laura's Law)

On June 19, 2019, at the request of Supervisor Ellenberg, the Behavioral Health Services Department (the Department) was asked to provide an update on Assisted Outpatient Treatment (AOT), also known as Laura's Law, at the August 2019 Health and Hospital Committee.

On September 13, 2017, the Department provided a detailed report to the Board of Supervisors (Board) through the Health and Hospital Committee related to the possible implementation of Assisted Outpatient Treatment (also known as Laura's Law), which allows using the judicial system when constituents are in high need of mental health services (LF # 88121). The report describes the history of the AOT legislation, the 2004 development of the Mental Health Services Act (MHSA), which emphasized voluntary programs, and the AOT goals, eligibility criteria and court process.

In 2002, California Assembly Bill 1421 (Laura's Law) authorized the provision of AOT which is defined as categories of outpatient services that have been ordered by a court per California Welfare and Institution Code (WIC) 5346. The bill was a result of a Nevada County shooting death of three people, including Laura Wilcox, by an individual with mental illness who was not participating in treatment. While the law was passed, it was not funded, leaving County Boards of Supervisors to decide whether or not they would implement AOT and how they would fund the program. Each County Board of Supervisors must approve AOT implementation in their county. Per state statute, no voluntary mental health programs may be reduced as a result of the implementation of AOT.

Update on California's AOT Implementation

While Nevada County implemented AOT in 2008 and Yolo County in 2013, the majority of counties who chose to implement AOT did not begin implementation until 2015-2016. As reported in the Department's September 2017 AOT report, 14

counties had implemented the program, three had adopted AOT, but had not implemented, and one county was considering AOT. Currently, 20 counties have implemented AOT as an available tool for people with serious mental illness who are unable and/or unwilling to participate in treatment and meet the criteria for AOT in the WIC 5346. The 20 counties are:

- | | | |
|-----------------|---------------------|-------------------|
| 1. Alameda | 8. Nevada | 15. Santa Barbara |
| 2. Contra Costa | 9. Orange | 16. Shasta |
| 3. El Dorado | 10. Placer | 17. Solano County |
| 4. Kern | 11. San Diego | 18. Stanislaus |
| 5. Los Angeles | 12. San Francisco | 19. Ventura |
| 6. Marin | 13. San Luis Obispo | 20. Yolo |
| 7. Mendocino | 14. San Mateo | |

AOT Evaluations and Results

In July 2018, the California Department of Health Care Services (DHCS) Mental Health and Substance Use Disorder Services released a report on Laura’s Law: Assisted Outpatient Treatment Demonstration Project Act of 2002 (Attached). DHCS is required to establish criteria and collect outcomes data from counties that choose to implement the AOT program and to produce an annual report on the program’s effectiveness, which is due to the Governor and Legislature annually by May 1. The attached report is based on May 2016 - April 2017 data, which was provided by six counties: Contra Costa, Los Angeles, Nevada, Orange, Placer and San Francisco. The Report Summary stated that there are three important developments for this reporting period:

- 1) Two additional counties provided data on AOT clients as compared to the previous reporting period,
- 2) The six counties that provided data to DHCS reported a positive impact on the three data items emphasized by the statute governing AOT (WIC Sections 5345-5349.5) – homelessness, hospitalizations, and incarcerations, and
- 3) Counties continue to report that few individuals require court involvement to participate in AOT services.

There were 63 court-ordered involved individuals in the six counties that provided data. A total of 380 individuals were served voluntarily by the six counties reporting data and the majority were in Los Angeles and Orange counties.

The programs reported that the majority of their AOT referrals responded to the initial invitation to participate in voluntary services and did not require a court petition or process. Counties reported that this is due to a successful engagement process, as most individuals referred for assessment accept the first offer for voluntary services. Many individuals due to their symptoms, do not immediately access mental health services, but may accept a voluntary service in response to county engagement efforts and to avoid a court process.

DHCS also identified several limitations of this analysis. While the data has increased since additional counties have implemented AOT programs, the number of court-ordered participants remains small and counties were not using standardized measures. There was no comparison and/or control group, so it was unknown as to whether the improvements were a result of AOT program services, or other factors. The report was based on aggregated outcomes of the 63 individuals from the six counties that reported court-ordered services.

In conclusion, the DHCS report indicated that the program was successful in reducing the need for hospitalizations and/or incarcerations, largely due to an increased amount of support and increasing employment during the reporting period.

Contra Costa and San Francisco Counties recently completed extensive evaluations of their AOT pilot programs. Contra Costa completed their evaluation in October 2018, following two and a half (2 ½) years of implementation, and served 80 individuals in the Assertive Community Treatment (ACT) program; 63 volunteered and 17 were court-ordered. San Francisco completed their three-year evaluation in March 2019 and 89 out of 129 individuals in the AOT program voluntarily engaged in services; 85 individuals remained connected to a treatment provider at the time of the evaluation. The AOT team provided clinical case management to 43 of these individuals (26 voluntary and 17 court ordered). Both counties reported positive client outcomes (decrease in crisis services, inpatient psychiatric hospitalization and incarceration), cost savings, and small numbers of court-ordered individuals.

Summary of Findings

A significant majority of individuals that have been referred and meet the criteria for AOT programs voluntarily accept services and achieve positive outcomes, including reductions in crisis/emergency psychiatric services, inpatient psychiatric hospitalization, homelessness and incarceration. There are small numbers of court-ordered clients in AOT programs, which cannot show statistical significance.

However, court-ordered clients have demonstrated individual progress and some have achieved the same types of positive outcomes as the voluntary clients.

Counties have developed and learned from AOT pilots, implemented AOT outreach, engagement and clinical teams to serve the population, and utilized Full Service Partnerships (FSPs) or ACT teams for clinical services. Consistent outreach and peer support have been important components to engage and support individuals in AOT services.

AOT program costs may vary based on each county, but the primary costs are for direct service staff, which often includes a program manager, clinical staff, peer workers and administrative support. Orange County and Nevada County estimated the AOT mental health treatment costs at \$35,000 to \$40,000 per person per year. This aligns with the estimated cost for the Department's new ACT program for adults with serious mental illness that need intensive outpatient services.

In reviewing the evaluations and discussing AOT services with county and consultant colleagues, AOT can be a useful tool to identify, engage and treat a small group of people with serious mental illness who would otherwise be unable to participate in services that they need. However, the data on court-ordered individuals enrolled is limited, and while AOT has produced positive outcomes, it will not engage every person with serious mental illness into services or every loved one that a family member cares about.

Expansion of Behavioral Health Services for Adults and Older Adults

Over the past year, the Department has implemented several new programs to address gaps, expand the continuum of care, outreach and engage individuals for services, and track and evaluate client/consumer outcomes. The intent of the new programs is to connect Adults/Older Adults into the appropriate services for their needs.

New programs include the County-operated In-home Outreach Team (IHOT), which will outreach to Emergency Psychiatric Services (EPS) clients/consumers and connect them to services, and the IHOT community-based teams that will serve clients/consumers and families across the county. For individuals in crisis, there is a Crisis Text Line (text RENEW to 74141) and Adult Mobile Crisis Response Teams that assess individual needs over the phone, identify and connect callers to services, and make home visits when needed. These new services are available 24/7.

Vendors have been selected to provide ACT and Forensic ACT (FACT) services, which are evidence-based and the highest level of outpatient services for individuals with serious mental illness. While these are new services in Santa Clara County, ACT and FACT have demonstrated positive and consistent consumer outcomes for many years and are designed for individuals coming out of hospitals or custody and/or those who need intensive and frequent services. In addition, new Intensive

Full Service Partnerships (FSPs) will provide “whatever it takes” mental health services for Transitional Age Youth, Adults and Older Adults. The ACT, FACT and Intensive FSPs will provide 800 new service slots for adult consumers. Substance Use Treatment Services has increased outpatient services by 220 slots and anticipates serving an additional 800 clients in the next year. Detoxification beds also have been increased from 28 to 36 with an expectation to serve over 500 clients.

The Department’s expansion of Adult/Older Adult services was designed to outreach, engage, connect, and support individuals with serious mental illness and substance use disorders in voluntary, evidence-based services. The new ACT/FACT programs and Intensive FSPs are the same services utilized in the AOT programs.

Implementation is planned for October 2019 and the Department expects an increase in the number of people receiving these intensive services and a decrease in EPS visits, psychiatric hospitalization, incarceration and homelessness over time.

Attachment:

- DHCS Laura’s Law: Assisted Outpatient Treatment Demonstration Project Act of 2002, July 2018



Laura's Law: Assisted Outpatient Treatment Demonstration Project Act of 2002

**For the Reporting Period
May 2016 – April 2017**

**Department of Health Care Services
Mental Health and Substance Use Disorder Services**

JULY 2018

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EXECUTIVE SUMMARY

Assembly Bill (AB) 1421 (Thomson, Chapter 1017, Statutes of 2002) established the Assisted Outpatient Treatment Demonstration Project Act of 2002 in Welfare and Institutions Code (WIC) Sections 5345 – 5349.5, known as Laura’s Law (named after one of the individuals killed during a 2001 incident in Nevada County, California). Laura’s Law requires the Department of Health Care Services (DHCS) to establish criteria and collect outcomes data from counties that choose to implement the AOT program and produce an annual report on the program’s effectiveness, which is due to the Governor and Legislature annually by May 1. Using data provided by participating counties, DHCS is required to provide an evaluation of the effectiveness of the county programs in developing strategies to reduce the clients’ risk for homelessness, hospitalizations, and involvement with local law enforcement. This report serves as the May 1, 2017 annual report and provides outcomes for the May 2016 – April 2017 reporting period.

The table below shows a list of counties that have received Board of Supervisors approval to operate an AOT program, counties that submitted an AOT report to DHCS and, of those, which county AOT reports provided data to DHCS during this reporting period. Seventeen counties have Board of Supervisors approval to operate an AOT program: Alameda, Contra Costa, El Dorado, Kern, Los Angeles, Mendocino, Nevada, Orange, Placer, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Stanislaus, Ventura, and Yolo¹. During this reporting period, 12 counties submitted reports to DHCS: Alameda, Contra Costa, Kern, Los Angeles, Mendocino, Nevada, Orange, Placer, San Francisco, San Mateo, Ventura, and Yolo. Six of these counties had data to report on AOT court ordered or settled² individuals: Contra Costa, Los Angeles, Nevada, Orange, Placer and San Francisco. The remaining six programs did not have court-ordered individuals or had too little data for the reporting year to report to DHCS, but provided information on their programs’ progress. Accordingly, this report reflects aggregate outcomes for 63 individuals from the six counties that reported court-ordered or settled AOT client data to DHCS. This is more than double the number of participants compared to the previous 2015-16 reporting period, which included 28 court-involved individuals in AOT programs.

Participating County Implementation and Reporting Status (as of April 2017)*

County	Board of Supervisors Approval	Submitted a Report to DHCS	Report Included AOT Data
Alameda	X	X	
Contra Costa	X	X	X
El Dorado	X		
Kern	X	X	

¹ Stanislaus County received board of supervisor approval to implement a pilot program in April 2018. Since this occurred after the reporting period, data for Stanislaus is not reflected in this report.

² Court “settled” means that the individual receives services through a court settlement, rather than a hearing.

County	Board of Supervisors Approval	Submitted a Report to DHCS	Report Included AOT Data
Los Angeles	X	X	X
Mendocino	X	X	
Nevada	X	X	X
Orange	X	X	X
Placer	X	X	X
San Diego	X		
San Francisco	X	X	X
San Luis Obispo	X		
San Mateo	X	X	
Santa Barbara	X		
Stanislaus	X		
Ventura	X	X	
Yolo	X	X	

*Stanislaus County received board of supervisor approval to implement a pilot program in April 2018. Since this occurred after the reporting period, data for Stanislaus is not reflected in this report.

2016-17 Report Summary

There are three important developments for this reporting period: 1) two additional counties provided data on AOT clients as compared to the previous reporting period, 2) the six counties that provided data to DHCS reported a positive impact on the three data items emphasized by the statute governing AOT (WIC Sections 5345-5349.5) – homelessness, hospitalizations, and incarcerations, and 3) counties continue to report that few individuals require court involvement to participate in AOT services. In this reporting period, there were 63 court-involved individuals in the six counties that provided data³.

Laws governing AOT programs require individuals whose cases are court-ordered or settled to receive services in a program that also provides the same services to individuals who are participating in the program voluntarily. Individuals referred for an AOT assessment must be offered voluntary services first before a court petition is considered. The programs reported that the majority of their AOT referrals responded to the initial invitation to participate in voluntary services, and did not require a court petition or process. Counties report that this is due to a successful initial engagement process, as most individuals referred for assessment accept the first offer for voluntary services. Many individuals, due to the symptoms of their mental illness, do not initially access local mental health services, but may accept a voluntary services offer

³ 380 individuals were served voluntarily by the six counties reporting data, the majority were in Los Angeles and Orange counties.

in response to county engagement efforts and to avoid a court process.

Due to the small number of court-ordered or settled individuals in each county AOT program, health privacy laws prevent DHCS from reporting specific numbers on each of the required outcomes. This report reflects the following aggregate findings for the AOT program clients, using data for the six counties that reported data from their AOT services, which were provided during this reporting period:

- Homelessness decreased amongst individuals participating in the program.
- Hospitalization decreased amongst individuals participating in the program.
- Contact with law enforcement decreased amongst individuals participating in the program.
- Most individuals remained fully engaged with services.
- Some individuals were able to secure employment.
- Little victimization⁴ was reported for individuals in the program.
- Violent behavior decreased during the reporting period for some individuals.
- Some clients had co-occurring diagnoses. Many of those individuals were able to reduce substance use.
- Some clients were subject to enforcement mechanisms⁵ ordered by the court during AOT. Some of these individuals were involuntarily evaluated, many had additional status hearings, and many received medication outreach.
- Many individuals achieved moderate to moderately high levels of social functioning.
- Some clients agreed to participate in satisfaction surveys and indicated high levels of satisfaction with services.

There are several noteworthy limitations of DHCS' analysis. Although the reportable data has increased since additional counties have implemented AOT programs, court-ordered participant numbers remain small and counties are not using standardized measures. This makes it difficult to make a comparable evaluation across counties, and further, there is no comparison and/or control group, so it is unknown as to whether or not all of the improvements in participant outcomes were a result of AOT program services or if other factors were involved. Some of the measures are based on self-reports and/or recollections of past events, which may or may not be accurate or reliable. Furthermore, individuals were followed for different periods of time (e.g., individual A may have been followed for one week, while individual B may have been followed for the entire reporting year). As with other programs that have transitory populations in different phases of program completion, there may be carry over data from the prior reporting year. Despite these limitations, the data submitted by counties indicate improvements to many of the reported outcomes for individuals who were served during this reporting period.

⁴ Victimization is based on county definitions and reports of victimization include descriptions of the incidents.

⁵ Examples of enforcement mechanisms used by courts include, but are not limited to, involuntary evaluation, increased number of status hearings, and medication outreach.

INTRODUCTION

AB 1421 (Thomson, Chapter 1017, Statutes of 2002) established the Assisted Outpatient Treatment (AOT) Demonstration Project Act of 2002, known as Laura's Law. AB 1569 (Allen, Chapter 441, Statutes of 2012) extended the sunset date for the AOT statute from January 1, 2013, to January 1, 2017; and AB 59 (Waldron, Chapter 251, Statutes of 2016) extended the sunset date for the AOT statute until January 1, 2022, and added the Governor as a direct recipient of this report. The program was transferred from the former Department of Mental Health (DMH) to the Department of Health Care Services (DHCS) and incorporated into DHCS' county mental health performance contracts with the enactment of SB 1009 (Committee on Budget and Fiscal Review, Chapter 34, Statutes of 2012).

DHCS is required to annually report to the Governor and Legislature on the effectiveness of AOT programs by May 1 of every year. Pursuant to WIC Section 5348, effectiveness of AOT programs is evaluated by determining whether persons served by these programs:

- Maintain housing and participation/contact with treatment;
- Have reduced or avoided hospitalizations; and
- Have reduced involvement with local law enforcement, and the extent to which incarceration was reduced or avoided.

To the extent data are provided by participating counties, DHCS must also report on:

- Contact and engagement with treatment;
- Participation in employment and/or education services;
- Victimization;
- Incidents of violent behavior;
- Substance use;
- Required enforcement mechanisms;
- Improved level of social functioning;
- Improved independent living skills; and
- Satisfaction with program services.

The AOT statute provides a process for designated individuals who may refer someone to the county mental health department for an AOT petition investigation. In order for an individual to be referred to the court process, the statute requires certain criteria to be met, voluntary services to be offered, and options for a court settlement rather than a hearing to be provided.

BACKGROUND

The statutory requirements for Laura’s Law do not require counties to provide AOT programs and do not appropriate any additional funding to counties for this purpose. For many years, only Nevada County operated an AOT program. The passage of SB 585 (Steinberg, Chapter 288, Statutes of 2013) authorized counties to utilize specified funds for Laura’s Law services, as described in WIC Sections 5347 and 5348. Since the enactment of this legislation, an increasing number of counties have implemented AOT. See Appendix A for a history of AOT in California.

Implementation of Laura’s Law

The table below shows a list of counties who have received Board of Supervisors approval to operate an AOT program, counties that submitted an AOT report to DHCS and, of those, which county AOT reports provided data to DHCS during this reporting period. Seventeen counties have Board of Supervisors approval to operate an AOT program: Alameda, Contra Costa, El Dorado, Kern, Los Angeles, Mendocino, Nevada, Orange, Placer, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Stanislaus, Ventura, and Yolo.⁶ Most AOT programs are still in early implementation stages and have few or no clients who are court-ordered or settled.

The following 12 counties submitted reports to DHCS on their AOT programs for the reporting period: Alameda, Contra Costa, Kern, Los Angeles, Mendocino, Nevada, Orange, Placer, San Francisco, San Mateo, Ventura, and Yolo. Of these, Contra Costa, Los Angeles, Nevada, Orange, Placer, and San Francisco counties had data to report based on the individuals participating in their AOT programs that were court-ordered and/or settled. Kern and Yolo Counties reported on their programs, but did not yet have any individuals in AOT programs or did not have enough data to include. Alameda, Mendocino, San Mateo, and Ventura Counties reported on their new programs, but did not have clients during most of the reporting period, and therefore did not have enough data to include.

Participating County Implementation and Reporting Status (as of April 2017)*

County	Board of Supervisor Approval	Submitted a Report to DHCS	Report Included AOT Data
Alameda	X	X	
Contra Costa	X	X	X
El Dorado	X		
Kern	X	X	
Los Angeles	X	X	X
Mendocino	X	X	
Nevada	X	X	X
Orange	X	X	X

⁶ Stanislaus County received board of supervisor approval to implement a pilot program in April 2018. Since this occurred after the reporting period, data for Stanislaus is not reflected in this report.

County	Board of Supervisor Approval	Submitted a Report to DHCS	Report Included AOT Data
Placer	X	X	X
San Diego	X		
San Francisco	X	X	X
San Luis Obispo	X		
San Mateo	X	X	
Santa Barbara	X		
Stanislaus	X		
Ventura	X	X	
Yolo	X	X	

* Stanislaus County received board of supervisor approval to implement a pilot program in April 2018. Since this occurred after the reporting period, data for Stanislaus is not reflected in this report.

DATA COLLECTION AND REPORTING METHODOLOGY

Most counties have implemented their AOT programs as part of their Mental Health Services Act (MHSA) Full Services Partnership (FSP) programs. Welfare and Institutions Code §5348(d) sets forth the reporting requirements for both the counties and the State and lists the required data elements that, if available, must be included. As a result, counties obtain data for AOT clients from some or all of the following sources:

- Client intake information
- MHSA FSP Outcome Evaluation forms
 - Partnership Assessment Form – The FSP baseline intake assessment.
 - Key Event Tracking (KET) – Tracks changes in key life domains such as employment, education, and living situation.
 - Quarterly Assessment – Tracks the overall status of a partner every three months. The Quarterly Assessment captures data in different domains than the KETs, such as financial support, health status, and substance use.
- “Milestones of Recovery Scale” (MORS)⁷
- Global Assessment of Functioning – Indicates the level of presence of psychiatric symptoms.

⁷This scale was developed from funding by a Substance Abuse and Mental Health Services Administration grant and designed by the California Association of Social Rehabilitation Agencies and Mental Health America Los Angeles researchers Dave Pilon, Ph.D., and Mark Ragins, M.D., to more closely align evaluations of client progress with the recovery model. Data collected from the MORS is used with other instruments in the assessment of individuals functioning level in the Social Functioning and Independent Living Skills sections. Engagement was determined using a combination of MORS score improvement, contact with treatment team tolerance and social activity.

- Mental Health Statistics Improvement Program Consumer Surveys – Measure matters that are important to consumers of publicly funded mental health services in the areas of access, quality, appropriateness, outcomes, overall satisfaction, and participation in treatment planning

Counties collected and compiled the required information into written reports, which were submitted to DHCS. Due to the small population sizes reported, AOT clients may be identifiable. DHCS is committed to complying with federal and state laws pertaining to health information privacy and security.⁸ In order to protect clients' health information and privacy rights, summary numbers for each of the specified outcomes cannot be publicly reported. In order for DHCS to satisfy its AOT program evaluation reporting requirement, as well as protect individuals' health information, DHCS adopted standards and procedures to appropriately and accurately aggregate data, as necessary.

⁸ Federal laws: Privacy Rule and the Security Rule contained in the Health Insurance Portability and Accountability Act and clarified in Title 45 Code of Federal Regulations Part 160 and Subparts A and E of 164. State Laws: Information Practices Act and California Civil Code Section 1798.3, et. seq.

FINDINGS FOR REPORTING PERIOD May 1, 2016 – April 30, 2017

Based on county-reported data, there are very few individuals entering the AOT programs as a result of court orders or settlements. Individuals referred for an AOT assessment must be offered voluntary services before a court petition is considered. The programs reported that the majority of their AOT referrals responded to the initial invitation to voluntary services and did not require a court petition or process. Counties report that this is due to a successful initial engagement process, as most individuals referred for assessment accept the first offer for voluntary services.

Although 16 counties have implemented AOT programs, the data summarized in this report reflect the six counties that had data for court-ordered or settled individuals. Data for these counties are aggregated, with highlights of each program listed first. The six counties' AOT programs collectively served a total of 63 court involved individuals. This is more than double the number of participants as compared to the last reporting period, in which 28 individuals were in AOT programs.

Part I: County Programs Serving AOT Court-Involved Individuals – Contra Costa, Los Angeles, Nevada, Orange, Placer, and San Francisco

County Program Unique Highlights

Contra Costa County reported that, during its first year of operation, 91 percent of individuals referred for assessment for AOT services accepted voluntary services.

Los Angeles County reported serving voluntary clients since 2010 in a pilot AOT program. The county then fully implemented and expanded its AOT program in 2015. This is the first reporting year that Los Angeles has had court-ordered or settled AOT participants. As with the other counties, the Los Angeles court-ordered or settled participants are a fraction of its overall number of AOT participants.

Nevada County has had the longest running AOT program, dating back to 2008. Consistently over that time, the majority of the referred individuals accepted the program's invitation to participate in voluntary services rather than requiring a court-order or settlement.

Orange County noted that, while there was overall improvement in housing over the reporting period, participants still experienced challenges finding and maintaining housing.

Placer County continues to be in the early stages of providing AOT services to individuals and has a small number of participants.

San Francisco County has developed an [AOT Care Team](#), which is responsible for AOT court petitions and advocating for AOT individuals with preexisting charges to be referred to collaborative courts such as Behavioral Health Court. Behavioral Health Court is focused on family support including offering resources such as a Family Liaison, information, and assistance navigating the mental health and criminal justice systems. San Francisco County continues to host a quarterly conference call with other counties that have implemented AOT to share information and experiences of AOT programs.

Demographic Information

Counties reported that the majority of participating individuals were Caucasian males between ages 26 and 59. This is similar to the information from the last reporting period, which indicated the majority of individuals in the programs were males identifying as Caucasian between 26 and 59 years of age. Some counties reported seeing more racial diversity in their AOT populations, and more female participants.

Homelessness/Housing

In the previous reporting period, homelessness among those served decreased. For this reporting period, counties reported modest reductions in homelessness, with the majority of clients obtaining and maintaining housing while in the AOT program.

Hospitalization

In the last reporting period, many of the individuals who were hospitalized prior to receiving AOT services experienced decreases in their hospitalization days. This reporting period, most programs reported that the majority of clients with psychiatric hospitalizations prior to AOT either reduced their days of hospitalization during AOT or entirely eliminated hospitalizations.

Law Enforcement Contacts

In the last reporting period, programs reported law enforcement contacts (measured as “days of incarceration”) were reduced for all individuals that had experienced incarceration days prior to AOT. For this reporting period, this trend continues as all programs reported reductions in law enforcement contact for participants in AOT programs.

Treatment Participation / Engagement

For the previous reporting period, participants’ ability to engage and participate in treatment varied significantly. Counties indicated that programs focused on assisting individuals with critical symptoms who were reluctant to approach treatment, and most participants were able to achieve at least moderate levels of engagement. For this reporting period, the majority of the participants again were able to engage in treatment and remain in contact with their programs. This continues to result in positive outcomes for reducing hospitalizations, incarcerations, and homelessness.

Employment

In the prior reporting period, few clients were employed while in the program. Generally, clients were either not far enough along in treatment to gain employment or the AOT program had not yet implemented employment services as a component. For this reporting period, there was an increased level of employment for individuals across programs, including some participation in education.

Victimization

For the previous reporting period, there were few reported instances of victimization for participants prior to AOT program participation, and none reported for individuals during their AOT program participation. For this reporting period, there were again few reports of victimization, with some programs reporting that individuals were reluctant to share such information via the questionnaires that were used. These programs indicate that they will modify their questionnaires and/or programs to provide more comfortable means for individuals to share such sensitive information.

Violent Behavior

In the prior reporting period, counties reported an overall decrease in violent behavior. In the current reporting period, some programs reported violent episodes for individuals who were struggling with initial phases of stability, and other programs reported that the AOT program participants displayed decreased violent behavior or that they did not collect data on this outcome measure.

Substance Abuse

During the last 2015-16 reporting period, one AOT program reported a decrease in substance use for the majority of its clients; however, most AOT programs could not report on the AOT program's impact on substance use due to lack of information provided by the participants.

For the 2016-17 reporting period, all programs reported varying levels of challenges with participant substance use. The majority of individuals in AOT have co-occurring diagnoses, meaning that they have both mental health and substance use disorder diagnoses. This presents a complication for programs to support individuals in recovery from both issues. In some cases, the majority of individuals in the programs relapsed during AOT, while other programs reported the majority were able to avoid substance use.

Enforcement Mechanisms

For the last reporting period, medication outreach (e.g., visiting clients to discuss medication, helping prepare medication boxes) was the enforcement mechanism used most often to support individuals who experienced challenges in managing and regularly administering their own medications. Some programs used status hearings as a vehicle to help individuals re-focus on their treatment goals and self-care when they were

missing appointments and their mental health was beginning to decompensate.

For this reporting period, the most common enforcement mechanisms used were additional status hearings, with a small group of individuals receiving orders for hospitalization for the purpose of psychiatric evaluation. Some programs provided medication outreach as a regular support for their participants.

Social Functioning

For the prior reporting period, all AOT programs provided DHCS with anecdotal information on clients' increased social functioning, generally credited to the staff's ability to develop good rapport with the clients.

For this reporting period, overall, AOT programs reported increased social functioning and considered the participants' ability to interact with staff and tolerate therapeutic interactions a significant outcome in this area.

Independent Living Skills

For the last reporting period, most programs communicated to DHCS that the participants needed guidance with a wide array of independent living skills, such as medication management, money management, housing maintenance, and activities of daily living (e.g., dental hygiene), especially those who were generally homeless or frequently hospitalized prior to the court order.

During this period, programs reported that the majority of individuals improved in their independent living skills, as indicated by improved scores on the Milestone of Recovery Scale, and demonstrated strengthened skills in stress management, improved hygiene, food preparation, and transportation.

Satisfaction with Services

For the last reporting period, most AOT programs leveraged the annual Mental Health Statistics Improvement Program to report satisfaction with services. Because satisfaction surveys are voluntary, some clients refused to complete them. AOT Programs that surveyed clients and families found that the majority responded positively about the program and services.

For this reporting period, the majority of surveyed individuals were also satisfied with their services. Some programs have or are developing their own survey tool to capture individual responses that are unique to AOT programs rather than utilizing a pre-established survey, which include services beyond AOT.

Part II: Programs with No AOT Court Ordered Individuals –

El Dorado, Kern, Mendocino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Ventura, and Yolo Counties

County Program Unique Highlights

El Dorado County is implementing AOT by conducting a pilot program and currently has voluntary clients.

Kern County began services in Fall 2015 and continues to have only voluntary clients during both the current and previous reporting periods.

Mendocino County has implemented a four-slot pilot program for AOT and had no court-ordered or settled participants.

San Diego County just completed the first year of their new program with no court-ordered or settled participants.

San Luis Obispo County is still in the early stages of implementing their new program.

San Mateo County assembled a team consisting of a Clinical Services Manager, one half-time Psychologist, one Psychiatric Social Worker, one half-time Deputy Public Guardian and two half-time Peer Support Workers that travel throughout the county to evaluate individuals and provide referrals to services if needed. San Mateo County includes a Peer Support Worker to enhance engagement and support for individuals encountering the AOT program.

Santa Barbara County did not have a full year of the new program for this reporting period and did not have any court-ordered or settled participants.

Ventura County recently began receiving individuals, but did not have any during the reporting period.

Yolo County has a five slot AOT program, which was implemented three years ago. To date, it has only voluntary individuals have utilized the program.

Summary of Programs

The numbers of individuals participating in AOT services statewide has increased since more counties have implemented AOT programs. Programs report that ongoing efforts to develop robust engagement and support strategies have led to more engaged participation in AOT programs and voluntary participation in AOT services. With continued success in this area, programs are likely to maintain low numbers of individuals that require court involvement.

LIMITATIONS

There are several noteworthy limitations of DHCS' analysis. Although participating counties have provided additional data, court ordered client numbers remain small. The small population size makes it difficult to determine if the data allows for statistically significant conclusions. Additionally, counties are not using standardized measures, which makes it difficult to make comparisons across counties. Further, there is no comparison and/or control group, so it is unknown as to whether or not the improvements were a result of AOT program services, or other factors. Some of the measures are based on self-reports and/or recollections of past events, which may or may not be accurate or reliable. Furthermore, individuals were followed for different periods of time (e.g., individual A may have been followed for one week, while individual B was followed for the entire reporting period). As with other programs that have transitory populations in different phases of program completion, there may be carry over data from the prior reporting period.

Despite these limitations, DHCS' analysis suggests improved outcomes for AOT program participants served during the reporting period. Notably, the majority of individuals referred for an assessment opt to engage in voluntary AOT program services after being offered those services as part of the assessment process.

DISCUSSION

The data provided by counties suggest that individuals have benefited from participation in AOT programs, as evidenced by reductions in hospitalizations, homelessness, contact with law enforcement, and substance use. With respect to individuals that have both substance use and mental health issues, it is important to understand that concurrently recovering from both represents enormous challenges and requires a great deal of support and counseling. Some counties found that there were challenges with participants relapsing and at times relapses lead to further psychiatric hospitalizations.

Prior to participating in an AOT program, many individuals' experience with mental health treatment mainly involved locked facilities or hospitalization. Therefore, many clients had to adjust to forming relationships with supportive community mental health workers and to receiving intensive services outside of a locked setting. The success of this adjustment was indicated by the engagement by most individuals in AOT programs overall, whether voluntary or involuntary, and by the majority of individuals who completed a satisfaction survey indicating that they were satisfied with the services and supports.

Counties continue to report that only a small fraction of their overall AOT program populations (voluntary plus involuntary individuals) require a court order or settlement to participate. This suggests that counties are maintaining a strong effort to engage individuals in voluntary services and avoiding the court petition process.

CONCLUSION

Seventeen counties currently have Board of Supervisors approval to operate an AOT program. During this reporting period, 12 counties submitted reports to DHCS, six of which had data to report on AOT court-ordered or settled individuals. The other reporting AOT programs did not have court-ordered or settled client data to report to DHCS, but provided information on their programs' progress. This report includes aggregate outcomes from 63 individuals from the six counties that reported court-ordered or settled AOT client data to DHCS.

The data indicates that the program was successful in reducing the need for hospitalizations and/or incarcerations, largely due to an increased amount of support, and increasing employment during this reporting period. DHCS recommends continuing to monitor the progress and effectiveness of the services in the programs as counties develop and expand their programs, and ensuring that any other counties that choose to implement Laura's Law report data to DHCS, as required.

Appendix A

History of Involuntary Treatment and the Development of Laura's Law in California

Among significant reforms in mental health care, the Lanterman-Petris-Short (LPS) Act (Chapter 1667, Statutes of 1967) created specific criteria by which an individual could be committed involuntarily to an inpatient locked facility for a mental health assessment to eliminate arbitrary hospitalizations. To meet LPS criteria, individuals must be a danger to themselves or others, or gravely disabled due to a mental illness (unable to care for daily needs). Following LPS, several state hospitals closed in 1973 to reduce the numbers of individuals housed in hospitals, and the intent at the time was to have communities provide mental health treatment and support to these discharged patients. However, due to limited funding, counties were unable to secure the resources necessary to provide adequate treatment or services. As a result, many of the individuals released from the hospitals ended up homeless or imprisoned with very little or no mental health treatment.⁹

In 1999, the state of New York (NY) passed a law that authorized court-ordered AOT for individuals with mental illness and a history of hospitalizations or violence requiring that they participate in community-based services appropriate to their needs. The law was named Kendra's Law in memory of a woman who died after being pushed in front of a New York City subway train by a man with a history of mental illness and hospitalizations. Kendra's Law defines the target population to be served by the AOT programs as "...mentally ill people who are capable of living in the community without the help of family, friends and mental health professionals, but who, without routine care and treatment, may relapse and become violent or suicidal, or require hospitalization." The program is required in all counties in NY and the individuals served by court order have priority for services. Kendra's Law improved a range of important outcomes for its recipients,¹⁰ but differs from California's Laura's Law in two significant ways. It requires that all counties in NY implement AOT programs, and requires that the clients accessing these programs have priority for services.

Patterned after Kendra's Law, California passed AB 1421 (Thomson, Chapter 1017, Statutes of 2002), known as Laura's Law, that provides for court-ordered community

⁹ For additional historical information, see Laura's Law legislative report 2011 at:

<http://www.dhcs.ca.gov/services/MH/Documents/4LaurasLawFinalReport.pdf>

¹⁰ See Kendra's Law, Final Report on the Status of Assisted Outpatient Treatment Outcomes for Recipients during the First Six Months of AOT [Office of Mental Health, State of New York 2005, http://www.omh.ny.gov/omhweb/kendra_web/finalreport/outcomes.htm] and the New York State Assisted Outpatient Treatment Program Evaluation [Swartz, MS et al. Duke University School of Medicine, Durham, NC, June, 2009, http://www.macarthur.virginia.edu/aot_finalreport.pdf].

treatment for individuals with a history of hospitalization and contact with law enforcement. It is named after a woman who was one of three killed in Nevada County by an individual with mental illness who was not following his prescribed mental health treatment. The legislation established an option for counties to utilize courts, probation, and mental health systems to address the needs of individuals who are unable to participate on their own in community mental health treatment programs without supervision. Laura's Law authorizes counties to implement an AOT program and specifies that funding for established community services may not be reduced to accommodate the program. Laura's Law has resulted in reductions in homelessness, incarceration, and hospitalization for these individuals.

County of Santa Clara
Santa Clara Valley Health & Hospital System
Mental Health Services



99307

DATE: December 17, 2019

TO: Board of Supervisors

FROM: Toni Tullys, Director, Behavioral Health Services

SUBJECT: Report on Safe Places and Support Services for Mentally Ill/Dually Diagnosed Individuals

RECOMMENDED ACTION

Under advisement from November 5, 2019 (Item No. 16): Receive report relating to safe places and support services for individuals who are mentally ill and dually diagnosed. (Behavioral Health Services Department)

FISCAL IMPLICATIONS

This is an informational report; therefore, there is no net fiscal impact as a result of this action.

CONTRACT HISTORY

Not applicable.

REASONS FOR RECOMMENDATION

At the request of Supervisor Chavez and Supervisor Cortese, Board Referral Item Number 16 (ID# 98761) approved on November 5, 2019, directs the Behavioral Health Services Department (Department) to provide a report on December 17, 2019 with options for consideration relating to the provision of safe places and support services for members of the community with high needs, who are severely mentally ill (SMI), dually diagnosed, and unhoused.

The following report addresses the options available to enhance engagement and provide support to provide for this population's safety and wellbeing. In addition, these options would help ensure that traditionally hard to engage members of the community would be able to gain access to and sustain participation in services that are safe and available day and night.

To better evaluate the potential options for enhancing engagement with services, included below is an overview of the support services the County currently provides for high needs, SMI, dual diagnosed, and unhoused people.

This Fall, in an effort to increase the services available for this population, the Department stood up the Assertive Community Treatment (ACT) Program, Forensic Assertive Community Treatment (FACT) Program and the In-Home Outreach Team (IHOT). Additionally, the Department has selected vendors to provide Intensive Full-Service Partnerships (IFSPs), which are based on the ACT model. These services will provide 800 new service slots for adult/older adult consumers. Substance Use Treatment Services (SUTS) has increased outpatient services by 220 slots and anticipates serving an additional 800 clients in the next year. Community-based detoxification beds also have been increased from 28 to 36 with an expectation of serving over 500 clients.

To ensure that clients/consumers and family members could provide their suggestions on the new and expanded services, the Department held a Peer and Family Support Services Discussion Group Meeting on December 5, 2019. Clients/consumers, peer workers, family members and National Alliance on Mental Illness (NAMI) staff met with Department leaders and senior managers to share their ideas for the service delivery system.

Intensive Services Launched Fall 2019

The ACT program is a long-standing evidence-based practice that has been widely used across the country for individuals with intensive mental health needs. With fidelity to the ACT model, outcomes are positive for high need clients. The ACT program will provide a comprehensive approach to serve 200 severely mentally ill individuals and will assist the homeless, severely mentally ill and individuals with both mental illness and substance use disorders by using a multi-disciplinary team approach to care. The treatment will include a psychiatrist, nurse, case managers, and peer support workers. The program is characterized by 1) low client to staff ratio, 2) a shared caseload among team members providing a coordinated care approach to service delivery, and 3) 24-hour staff availability. Referrals for this level care of care can occur through system partners such as the Office of the Public Guardian (OPG), the Office of Supportive Housing (OSH), and Whole Person Care (WPC).

The FACT Program serves high-risk criminal justice-involved adults (ages 18 to 59) and older adults (ages 60 and over) with severe and persistent mental health and/or co-occurring conditions that result in substantial functional impairments or symptoms. Due to the recalcitrant nature of their symptoms, these individuals are more likely to experience a high utilization and repetitive cycle of incarceration, homelessness, substance use, crisis, and/or hospitalization.

The FACT team, upon making a determination that the consumer has a history of chronic homelessness, will complete the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to quickly assess the health and social needs of homeless individuals - matching them with the most appropriate services, support and housing interventions available. Immediate assistance with securing supported housing arrangements, including linkage to safe and permanent housing upon graduation from FACT, will be provided to these individuals.

The provision of FACT services will result in a diversion of individuals from correctional/judicial systems and higher levels of care which in turn will help reverse the cycle of ongoing criminal justice involvement. From the inception of treatment, FACT teams will address housing challenges for this population by conducting the VI-SPDAT which will play a critical role in addressing resistance from participants around housing, finding appropriate housing options for this population, and teaching participants skills necessary to live independently. This will prepare the individual for a more seamless transition into long-term permanent housing.

Pay for Success “Partners in Wellness” Update and Outcomes

On October 18, 2019, the Department submitted an off-agenda report to the Board of Supervisors on the outcomes to date of the County’s Pay for Success “Partners in Wellness” program. (Attached) In 2015, the Office of the County Executive (“County”) recognized that the Department cared for many high-need individuals who make extensive use of 24-hour psychiatric services (e.g., EPS, Barbara Aarons Pavilion, Institutes of Mental Disease (IMDs) and contract inpatient psychiatric hospitals) without finding stable recovery in the community. This was obviously hard on those clients and posed significant fiscal and logistical challenges for the county. To serve such individuals more effectively, while also being a good steward of public funds, the County launched a highly innovative “pay for success” mental health initiative in 2016.

The Department contracted with Telecare Corporation, the selected vendor in a procurement process, to provide a package of ACT and Supported Housing to individuals who both experience serious mental illness and have a history of extensive, repeated 24-hour psychiatric service utilization.

The Telecare agreement included two key components. First, individuals were randomly assigned to Telecare versus standard services, which will allow a rigorous assessment of the project’s conclusion about its clinical impact on clients. Second, under a novel financial agreement, Telecare would receive financial bonuses if it were unusually successful at reducing unnecessary 24-hour psychiatric utilization and would face financial penalties if they were not successful in this task.

During the first evaluation period (January 1, 2017 – June 30, 2017) and the second evaluation period (July 1, 2017 -June 30, 2018), Telecare patients required substantially lower than expected 24-hour psychiatric services. This included Telecare exceeding targets for reduced use of acute BAP services by 50% and use of IMDs by over 60%. For both periods, Telecare received the maximum pay for success bonus because they had overperformed so significantly. Analysis of the third evaluation period (July 1, 2018 – June 30, 2019) is nearly complete and while not finalized, again indicates very strong performance by Telecare at reducing psychiatric utilization.

As noted above, the Department has implemented ACT across the Adult and Older Adult (AOA) System with the goal of improving outcomes for all clients that would benefit from this level of care.

In-Home Outreach Team Launched Fall 2019

The IHOT is comprised of county-operated and contracted providers. This program is designed to 1) serve as an after-care program for individuals referred by law enforcement to the Mobile Crisis Response Team (MCRT). The IHOT will provide intensive outreach services by engaging the individuals and linking them to on-going services. The county-operated IHOT will also coordinate with Emergency Psychiatric Services (EPS) and provide outreach and engagement services to individuals who do not meet the criteria for inpatient hospitalization but require assistance in linkage to on-going outpatient services. Finally, the IHOT will serve as a care coordination team for individuals who may be receiving services through the OSH or through a conservatorship.

Enhanced Street Outreach and Engagement

Since the implementation of the Homeless Mentally Ill Outreach and Treatment (HMIOT) program, over 200 VI-SPDAT assessments have been completed. When HMIOT identifies homeless individuals with mental illness, they are referred to the HMIOT clinical outreach team. Currently, over 40 clients are enrolled and actively working with the clinical outreach team for continual engagement, crisis intervention, and linkage to services. Among those enrolled in HMIOT program, there was zero utilization of EPS. This is a 100% reduction in EPS services. The clinical outreach team responds to special cases addressing the needs of the homeless severely mentally ill individuals on the streets. As needed and as appropriate these individuals are assessed, provided with basic needs, interim housing/shelter, and continual follow up until they are linked to services. Among those who are enrolled with the clinical outreach team, over 50% are enrolled in Permanent Supportive Housing (PSH) programs, waiting for housing to become available.

Expansion of Wellness and Drop-In Centers

The Department continues to work on implementing culturally specific wellness and drop-in centers countywide. A Request for Proposal (RFP) to expand Wellness Centers and other community-based support services will be released in December 2019. These centers are designed to help create access and linkage to behavioral health treatment for unserved and underserved individuals and their families using strategies that are non-stigmatizing. Unlike the traditional Medi-Cal authorized services, the drop-in centers will operate using an open-door policy, whereby individuals not diagnosed with behavioral health-related disorders will also be welcome and free to attend. These wellness or drop-in centers can be co-located with non-clinical cultural services. These centers are expected to begin operations in July 2020.

The Call Center: “No Wrong Door” Approach

Through the use of updated workflows, additional staff training, and technology enhancements, the Call Center has implemented a concept typically referred to as the “No Wrong Door” approach. While supporting the Department’s compliance with network adequacy requirements, this concept has also proved to be beneficial in supporting individuals with coexisting mental health and substance abuse problems. Using this approach, individuals are connected to the appropriate services, resulting in “no wrong door” for access to these services. This includes services related to “same-day” access, and/or direct access to both mental health and substance use treatment services. With the new and expanded levels of care, individuals can more easily be directed or transitioned to levels of service which best meet their needs.

Crisis Stabilization Unit and Sobering Center

These are two distinct services that are offered by the Department. The Crisis Stabilization Unit (CSU) program provides up to 23 hours of psychiatric care to individuals experiencing a mental health crisis. The CSU provides crisis intervention, crisis stabilization, limited medical evaluation, and support. The program offers linkages to culturally and linguistically appropriate follow-up care for outpatient individuals within the Department’s continuum of care. Individuals can be brought in by law enforcement, be referred by community providers, or receive referrals from the EPS for follow-up care and coordination.

The Sobering Center provides up to 23 hours of care to individuals that are under the influence of alcohol. This program provides support during the individual’s stay while they dissipate the effects of alcohol intoxication. Staff assess the health and social needs of individuals and make referrals to appropriate community resources upon discharge from the program. Referrals are principally from local law enforcement agencies, followed by the EPS and/or the Emergency Department (ED), and individuals who voluntarily enter the program.

Both programs serve the community and provide alternative services to incarceration. Individuals that are provided housing are either affected by a mental health crisis or have relapsed to alcohol use that can negatively affect their permanent housing. These interim

services allow for stabilization and augmented case management services to address the stressors that have resulted in crisis or abuse of alcohol.

Expansion of Walk-In Shelter Beds (Short-Term Needs)

As of April 2019, there were 98 programs with a total unit capacity of 1,742. Over the past year, these programs have collectively served almost 7,500 individuals.

Inclement weather utilization increased from 27% to 44% over the past year. This increase is due to improved coordination with partners such as the National Weather Service, 211, Alert SCC, and the City of San Jose. In addition, through increased outreach and advanced inclement weather episode notification to homeless individuals; there was an enhanced awareness of the availability of beds that resulted in higher utilization. The majority of individuals and families accessing shelter and transitional programs are assessed at entry. The assessment provides information about the level of need for the household, as well as adds the household to the community queue for housing programs. During this reporting period, the individuals enrolled in the shelter and transitional programs had the following characteristics:

- Forty percent (40%) of shelter participants and 23% of transitional participants were assessed in the Permanent Supportive Housing range, indicating they may need permanent assistance to obtain and retain stable housing. Thirty-six percent (36%) of shelter participants and 43% of transitional participants were assessed at the Rapid Rehousing level, indicating a need for time-limited assistance to obtain and retain housing. The number of participants assessed at these levels far exceeds the resources available to serve all participants accessing either program.
- Participants of both shelter and transitional programs indicated a significant number of challenges related to personal wellness, demonstrating a need to address a wide range of issues to increase the participants' ability to obtain and maintain stable housing. This includes 51% of shelter participants and 25% of transitional participants reporting abuse or trauma and 27% of shelter participants and 12% of transitional participants reported a mental health issue or concern.
- Approximately a quarter (23%) of participants leaving shelter and half (48%) of the participants leaving Transitional Housing are exiting to a permanent destination. Until additional housing programs are available to serve participants (as they leave either of these programs), this percentage will likely remain stable.

New Adult Residential Treatment Program

The Department is implementing a new Adult Residential Treatment (ART) program designed for individuals who can take part in programs in the general community, but who without the supportive counseling in a therapeutic setting would be at risk of hospitalization. Without the long-term unlocked residential treatment, these individuals are more likely to be hospitalized. The ART program's goal is to provide a structured recovery-oriented residential setting that assists consumers to improve life skills and reduce functional impairments. The ART will serve individuals diagnosed with SMI and substance use disorders. The program is expected to engage adults and older adults with complex risk factors that include violence, homelessness, neglect, justice-involved and those exposed to trauma.

The ART RFP was released on November 20, 2019, with the intent of selecting one or more vendors by May 12, 2020 with an estimated contract start date on July 1, 2020. The RFP is requesting proposals that can provide both direct services and manage facility needs.

Measures to Increase and Prevent Decline of Board and Care Homes and Beds

The AOA System of Care is working with the OSH and Facilities and Fleet (FAF) to purchase board and care homes that have plans to close and go out of business. To support potential purchase(s) for the SMI/co-occurring population, the Department included the County's maximum allowable Mental Health Services Act (MHSA) funding (\$8 million) in the MHSA Plan Update to purchase and operate residential care facilities; this funding can be used for up to ten (10) years. By purchasing and preventing the closure of these homes, the intention is to mitigate the displacement of consumers currently living in these homes and abate further homelessness.

In addition, the Department recently received the Los Angeles County Mental Health Department (LADMH) report on stabilizing board and care facilities, recognizing the critical importance of maintaining and increasing these facilities. This report was approved by the Los Angeles County Board of Supervisors on November 12, 2019 and the Department, with OSH, plans to follow up with the LADMH team in December 2019.

In an effort to increase and prevent the decline of the board and care homes and beds, the AOA System of Care Division Director convenes a quarterly stakeholder meeting with the State Community Care Licensing staff and the Public Guardian Office. This meeting is used to collaborate and discuss ways to provide on-going support for existing board and care facilities that are struggling to maintain their licensure due to several deficiencies in their facility.

Hospital Discharge Transition Treatment Team

The Department continues to work on reducing the use of inpatient psychiatric hospital services for individuals diagnosed with serious mental illness. The readmission rate measures the unplanned readmissions of individuals who have been discharged from acute psychiatric

hospitals within the past 30 days. The AOA Hospital Liaison implemented a practice management solution to improve data captured at the Barbara Aarons Pavilion (BAP) and contract hospitals to allow for more efficient intervention.

To address the readmission rate, a pilot project using an Inpatient Liaison was instituted at the BAP in 2017, with the aim to provide care coordination for patients discharging from the hospital. Care coordination has improved for consumers transitioning from inpatient hospitals back into the community. In addition, the Inpatient Liaison has improved relationships with the Outpatient Treatment Team service providers and inpatient providers by instituting quarterly meetings with the inpatient and outpatient providers to discuss challenging issues that affect clients. Another area of improvement is the Inpatient Liaison's ability to flag consumers with two hospitalizations, through early identification and proactive case management of these high-risk patients, thereby reducing readmissions. The AOA System continues to track the monthly readmission rate, which is currently 10.7 %, a slight increase in the readmission rate due to several high-need, high acuity clients waiting for state hospital beds.

New Step Down Service Option to Support Wellness and Recovery

The new Wellness and Recovery Medication Services (WARMS) was initially piloted in County-operated mental health clinics and has been fully implemented at the Downtown Mental Health and Narvaez Clinics. WARMS was developed to support adult outpatient clients in maintaining their level of wellness with case management, peer support and medication support that is provided every 4-12 weeks from a psychiatrist and licensed psychiatric technician. For this lower level of care, clients continue to receive: 1) an annual mental health assessment, 2) ongoing treatment planning, and 3) light touch case management. In the past fiscal year, mental health contract providers communicated their interest in implementing WARMS to support their outpatient level of care. Currently, there are six (6) contract providers utilizing this option, and in the next fiscal year, the program will be expanded to all AOA outpatient providers.

Exploration of Medical-Detoxification Services (MHTC)

The MHTC is a service benefit covered under the Drug Medi-Cal Organized Delivery System Waiver (DMC-ODS). This would not be a "center," but rather a medical service provided in a hospital setting. The Department is working with Valley Medical Center leadership to explore implementation of an MHTC service that would provide medical detoxification and supportive treatment for clients. The intervention addresses severe addiction to drugs and/or alcohol that requires medical supervision as the individual detoxes from the substance. For individuals who are severely addicted to alcohol and other drugs, such as benzodiazepines, detoxification can be life-threatening during the early stages of detoxification. This is further exacerbated when an individual also has a chronic health condition that can further complicate the detoxification process.

To manage detoxification in these circumstances, medical interventions (including the administering of medication to minimize the deleterious effects of the detoxification process) are required. The services offered through SUTS are routinely provided to individuals that are homeless, involved with the criminal justice system, and have co-occurring mental health symptoms. These augmented services would effectively address and stabilize individuals with acute addiction issues who are involved with all system partners that also serve this population.

Enhanced Lanterman-Petris-Short (LPS) Act Conservatorship

Mental health conservatorships, also known as LPS conservatorships, are established to provide mental health services for Santa Clara County residents who are gravely disabled (unable to provide for their food, clothing or shelter) due to serious mental illness. These individuals have been found by the Court unable or unwilling to accept voluntary treatment. Mental health conservatorships are also known as Lanterman-Petris-Short conservatorships or “LPS”, named after the state Assemblyman and Senators who wrote the legislation. The law went into effect in 1972. This procedure is established in the California Welfare and Institutions Code (WIC).

Mental health conservatorship is a legal procedure through which the Superior Court appoints a conservator of the person to authorize psychiatric treatment, including the use of psychotropic medications and placement in a locked facility. The conservatee must meet the narrow definition of grave disability due to a serious mental disease.

LPS conservatorships may only be initiated by a psychiatrist while a client is in an acute psychiatric setting. Only psychiatric facilities (including jail psychiatry), may make referrals for conservatorships. Clinicians have discretion about when to refer; the treating physician may choose not to refer if it is believed that a client will recover before the hold expires. If a person reaches the 17-day limit for a hospital hold, they must be released unless a conservatorship is in place.

LPS conservatorships start with a 72-hour psychiatric hold (also known as a Welfare and Institution Code (WIC) Section 5150 hold). If clients continue to be considered gravely disabled and need additional intensive treatment, a psychiatric clinician may file for a 14-day hold (WIC Section 5250 hold). Under these WIC provisions, a patient can be held for a maximum of 17 days without conservatorship. After the first three days, the client has the right to a hearing and representation by the Public Defender.

Upon receiving a referral, the Public Guardian Conservator will determine if the referral is appropriate (that the client is a Santa Clara County resident and is on an involuntary hospital hold). If deemed appropriate, the Public Guardian Conservator works with County Counsel to petition the Superior court to grant a temporary conservatorship (T-con). This ensures that

the client will continue to receive appropriate care during the judicial process. Once the T-con is granted, the Public Conservator completes an investigation, including consulting with the psychiatrist, reviewing medical records and meeting with family (if appropriate). The Public Guardian Conservator then works with County Counsel to file a petition with the Court for continued conservatorship. If the T-con expires before the petition is ready, the Court may grant a 30-day extension.

Proposed conservatees are appointed representation by an attorney from the Office of the Public Defender. If the Court determines that the client is gravely disabled due to serious mental illness and are unable or unwilling to accept voluntary treatment, the client is placed on a “permanent” conservatorship, which lasts up to one year. The client has a right to appeal the conservatorship and may request a trial.

The Public Guardian Conservator works with the Department’s 24-Hour Care team to place the client in treatment, which generally includes finding an appropriate residential facility based on the physician’s recommendation and the needs of the client. The Public Guardian Conservator:

- Prepares reports for the Court
- Recommends appropriate level of placement, seeking the best and most independent living environment available, within the conservatee’s abilities and resources
- Monitors psychiatric care in collaboration with treatment team
- Consents to medical treatment and psychiatric medications when authorized
- Advocates on behalf of conservatees
- Provides case management for clients

A general LPS conservatorship lasts for a year or until it is determined that the conservatee no longer meets the legal criteria for conservatorship. At the end of the year, if the conservatee continues to meet the criteria for conservatorship, County Counsel files a petition for renewal of conservatorship.

Implementation of Assisted Outpatient Treatment (AOT)

In 2002, California passed The Assisted Outpatient Treatment Demonstration Project Act, aka Laura’s Law, authorizing the provision of assisted outpatient treatment (AOT). As explained in reports to the Health and Hospital Committee (HHC) on September 13, 2017 (ID# 88121) and August 22, 2019 (ID# 97937),¹ this law allows courts, in certain circumstances after following a specific set of procedures, to order people to receive

¹ These reports are attached to this report for ease of reference.

involuntary outpatient mental health services.² The 2002 law did not provide any funding for implementing AOT³ and specifies that funding for voluntary mental health programs may not be reduced as a result of the implementation of AOT. Each County Board of Supervisors must approve AOT implementation in its county.

Currently, 20 counties have implemented AOT and are able to use the court system to enroll in involuntary outpatient treatment people with serious mental illness who are unable and/or unwilling to participate in treatment and meet the criteria established in Welfare & Institutions Code § 5346. As part of the AOT process, before AOT proceedings can begin, the person must have been offered an opportunity to participate in a treatment plan and continue to fail to engage in treatment. So far, the vast majority of people involved in an AOT program voluntarily engaged with services before court proceedings began.

The most recent information available about the outcomes of those 20 AOT programs is derived from data six counties provided⁴ to the California Department of Health Care Services (DHCS) for the 2016-2017⁵ time period. During that time period, there were 63 court-involved individuals in the six reporting counties. All of the data collected indicates that those 63 people benefited from being connected to treatment via AOT: homelessness, hospitalization, and contact with law enforcement decreased; some people secured employment; and most individuals remained fully engaged with services at the end of their court ordered treatment. However, none of the reports used standardized measures, followed participants for a standard period of time, included a large enough sample size, or compared the AOT participants to a control group that did not face the threat of court order to enter treatment. Given these limitations, the utility of this outcome data is quite limited and cannot demonstrate a causal relationship between the AOT process and the outcomes for the participants.⁶

As detailed in other sections of this report, Santa Clara County recently stood up new FACT, ACT, and FSP services. These services use evidence-based practices to provide the level of care most AOT participants would require, using a “whatever it takes” approach. The Department has also been making efforts to expand the breadth and methods of its community engagement. AOT participants have the option of engaging Mobile Crisis Response Team, In-Home Treatment program, Crisis Text Line, Homeless Mentally Ill Outreach and Treatment program, and call center. With the recent expansion of services and

² Please see the September 13, 2017 report for more detailed description of the goals of AOT (packet pages 585-86), eligibility criteria (586-87), court process (587), and service program requirements (588).

³ Orange County and Nevada County estimated treatment costs at \$35,000-\$40,000 per person per year.

⁴ The other counties did not have enough data to report.

⁵ Most of the counties currently using AOT, did not begin implementation until 2015-2016.

⁶ San Francisco and Contra Costa Counties have also released evaluation reports on their AOT implementation. These counties reported similar findings and the utility of their data is similarly limited.

continued efforts at voluntary engagement, the Department is already providing many of the beneficial pieces associated with AOT in Santa Clara County.

At the August 22, 2019 HHC meeting, Supervisors Ellenberg and Simitian asked the Department to provide the HHC with quarterly reports on the progress of these new services and include in those reports an analysis of the possibility of implementing an AOT program. Given how new the ACT, FACT, and FSP services are to the County, these reports will allow the HHC to keep a close eye on their implementation and gauge their effectiveness.

The recommended action supports the County of Santa Clara Health System's Strategic Road Map goals by increasing the number of healthy life years through improving access to safe, supportive, and effective care.

CHILD IMPACT

The recommended action would have a positive impact on children by providing information on projects and resources for homeless, dually diagnosed, and severely mentally ill clients from this target population.

SENIOR IMPACT

The recommended action would have a positive impact on seniors by providing information on projects and resources for homeless, dually diagnosed, and severely mentally ill clients from this target population.

SUSTAINABILITY IMPLICATIONS

The recommended action balances public policy and program interests and enhances the Board of Supervisors' sustainability goals of social equity and safety by outlining and developing processes and procedures to address the needs and engage homeless individuals, dually diagnosed and SMI individuals in Santa Clara County.

BACKGROUND

At the August 22, 2019 HHC, the Department provided information on the Fiscal Year (FY) 2019 Work Plan and accomplishments, including expansion of the AOA System's crisis continuum, diversion and post justice services and planned implementation of new and expanded services (ID# 97937). These services include Assertive Community Treatment, Forensic Assertive Community Treatment, Intensive Full-Service Partnerships and the In-Home Outreach Teams. In addition, the Blackbird House, a new Peer Respite program operated by Caminar, opened its door in December 2018. The Department also reviewed the FY2020 Work Plan (ID# 97937) which includes new services in both County-operated programs and RFPs for new contract provider services. These services were designed to meet the needs of clients with intensive mental health and substance use issues.

CONSEQUENCES OF NEGATIVE ACTION

Failure to approve recommended action would result in the inability of the Board of Supervisors to receive a report on the current and future projects, plans, and services that would help engage house, and serve homeless, dually diagnosed, and SMI individuals.

LINKS:

- Linked To: 98761 : 98761
- Linked To: 88121 : 88121
- Linked To: 97937 : 97937



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Adopt a Resolution in Support of the Principles of the Convention on the Elimination of All Forms of Discrimination Against Women
Category:	Reports of Mayor and Councilmembers
Meeting Date:	4/21/2020
Staff Contact:	Councilmember Dominguez, 408-586-3031 Councilmember Phan, 408-586-3032
Recommendation:	Adopt a Resolution in support of the principles of the United Nations Convention on the Elimination of All Forms of Discrimination Against Women.

Background:

The Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) is a landmark international agreement that affirms principles of fundamental human rights and equality for women around the world. To date, 187 out of 193 United Nations member states have ratified CEDAW. The United States is one of only six countries—along with Iran, Sudan, Somalia, Palau and Tonga—that have not ratified CEDAW. CEDAW defines discrimination and provides a practical blueprint to promote human rights and open opportunities for women and girls in all areas of society. The treaty calls on each ratifying country to overcome barriers to discrimination in the political, social, economic, and cultural fields. This includes addressing issues of domestic violence, trafficking, affordable health care and child care, economic security, pay inequities, paid family leave, and educational and vocational opportunities.

Among the international human rights treaties, the Convention takes an important place in bringing the female half of humanity into the focus of human rights concerns. The spirit of the Convention is rooted in the goals of the United Nations: to reaffirm faith in fundamental human rights, in the dignity, and worth of the human person, in the equal rights of men and women.

Analysis:

The Convention of Elimination of All Forms of Discrimination Against Women lays out specific universal standards that affirm the fundamental rights of women and girls and offers a framework to foster gender equality and eliminate discrimination against women. It defines what constitutes discrimination against women broadly to encompass policies that negatively affect women’s human rights, and offers a blueprint to create more equitable opportunities and outcomes for the City of Milpitas.

By using an intersectional approach, the City of Milpitas, can help women by building policies that address all aspects of their identity. CEDAW seeks to foster not only equal opportunities, but also more equitable outcomes. Furthermore, the City of Milpitas will be able to form outcomes that will help prevent workplace violence, discrimination and sexual harassment.

Recommendation:

Adopt a resolution in support of the principles of the United Nation Convention on The Elimination of All Forms of Discrimination Against Women, referenced as “CEDAW.”

Attachments

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS IN SUPPORT OF
THE PRINCIPLES OF THE CONVENTION ON THE ELIMINATION OF ALL FORMS OF
DISCRIMINATION AGAINST WOMEN**

WHEREAS, the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) is a comprehensive international women's rights treaty that calls for appropriate measures, such as legislation, to ensure women's rights and equality in all aspects of life, including in the political, social, economic, cultural, and civil fields; and the CEDAW was adopted by the United Nations General Assembly in 1979 and ratified by 187 countries but the United States remains one of only six countries that have not ratified the treaty; and

WHEREAS, the spirit of the Convention is rooted in the goals of the United Nations to affirm faith in fundamental human rights, in the dignity and worth of the human person, and in the equal rights of men and women and as CEDAW provides a comprehensive framework for challenging the various forces that have created and sustained discrimination based upon sex; and

WHEREAS, CEDAW, sometimes called an International Bill of Rights for Women, obligates those countries which have ratified or acceded to it to take all appropriate measures to ensure the full development and advancement of women in all spheres; political, educational, employment, health care, economic, social, legal, marriage and family relations, as well as to modify the social and cultural patterns of conduct of men and women to eliminate prejudice, customs and all other practices based on the idea of inferiority or superiority of either sex; and

WHEREAS, fifty-two countries, including the United States, signed CEDAW during the 1980 Mid-Decade Conference for Women in Copenhagen, Denmark, and to date 161 countries, representing over half of the world's countries, have now ratified or acceded to the Convention, and yet the United States has not ratified or acceded to it; and

WHEREAS, municipal governments have an appropriate and legitimate role in affirming the importance of international law in our communities as universal norms and to serve as guides for public policy; and

WHEREAS, there are vast gender disparities at the local, state, and national level; women, particularly women of color, disabled women, Native women, immigrant women, trans women, and women from marginalized communities suffer from unequal pay in Santa Clara County; and

WHEREAS, CEDAW provides a comprehensive framework for governments to examine their policies and practice in relation to women and girls and to rectify discrimination based on gender; and

WHEREAS, the adoption would further support the initiative of the California State Legislature in endorsing ratifications of CEDAW, when by resolution in 1997, it encouraged the United States Senate to ratify the Convention.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other

materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

- 2. The City Council supports the principles of the United Nations Convention on The Elimination of All Forms of Discrimination Against Women referenced as “CEDAW.”
- 3. The City Council hereby directs staff to come back with an ordinance to implement in the City of Milpitas using the principles of the United Nations Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) in city operations.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

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

ATTEST:

APPROVED:

Mary Lavelle, City Clerk

Rich Tran, Mayor

APPROVED AS TO FORM:

Christopher J. Diaz, City Attorney



CITY OF MILPITAS AGENDA REPORT (AR)

Item Title:	Receive City Council Economic Development Subcommittee Name Change and Develop a Small Business Loan Program
Category:	Reports of Mayor and Councilmembers
Meeting Date:	4/21/2020
Contacts:	Subcommittee Chair Carmen Montano, 408-586-3024 Councilmember Karina Dominguez, 408-586-3031
Recommendations:	<ol style="list-style-type: none"> 1. Change name of Economic Development Subcommittee to “Small Business Assistance Subcommittee.” 2. Development a \$200,000 City sponsored Small Business Loan Program utilizing the services of Silicon Valley Community Foundation (SVCF) and Opportunity Fund as a fiscal agent and administrator of the loan program.

Background:

The World Health Organization (WHO) declared COVID-19 a global pandemic. The Governor’s Office of Emergency Services and Santa Clara County’s Office of Emergency Management also declared emergency proclamations. At the March 17, 2020 meeting, Council adopted a Resolution to ratify the City of Milpitas Emergency Proclamation signed on March 12, 2020 by the City of Milpitas’ Emergency Services Director, Interim City Manager Steve McHarris, regarding COVID-19. The declaration on behalf of the City of Milpitas allows for the assistance in a coordinated public health response to reduce transmission and illness severity, provide assistance to health care providers, coordinate and mitigate public services that may be disrupted from this emergency and mitigate any other effects of this emergency on the Milpitas community.

On March 17, 2020, the City Council established the Economic Development Subcommittee to explore small business loan and relief programs as well as business assistance from higher levels of government including Federal, State and County. The Council selected Councilmember Carmen Montano and Councilmember Karina Dominguez to serve as Subcommittee representatives.

On March 24, the Council’s newly established Economic Development Subcommittee met for the first time. Below is information on what was discussed at the Subcommittee meeting.

Analysis:

The March 24 Subcommittee meeting focused on COVID-19 business responses and recovery assistance. The meeting included: selecting Councilmember Carmen Montano as Chair; receiving a presentation from Finance Director Walter Rossmann on impacts of the COVID-19 pandemic on the City’s budget and services; adopting a Subcommittee purpose of “assist and preserve small businesses with various types of business assistance and relief;” and drafting a Work Plan to explore recommendations for the City Council regarding small business loans including those that other cities may have, relief assistance, small business survey, tracking of business assistance requests, and other relevant possibilities.

Draft Work Plan

The Subcommittee members discussed several topic areas of potential assistance, as follows:

- Small business loan program that would provide rent relief and aid in reducing layoffs during the crisis. (Since the March 24 Subcommittee meeting, the federal government established the Coronavirus Aid,

Relief, and Economic Security Act or the CARES Act, which provides aid through direct payments, unemployment, payroll taxes, and business loans among other types of relief. The CARES Act also includes funding for states and municipalities for expenses incurred due to COVID-19 and Low Income Home Energy Assistance Program, among other assistance);

- Assist small businesses with resources becoming available from federal, state, and county resources, and help with marketing and promotions of local businesses;
- Economic stimulus supplement to preserve Milpitas' small businesses;
- Stimulate business recovery and increase revenues for business (such as restaurants through promotions effort);
- Developing co-op business model for multiple businesses operating in one location;
- Partner with Silicon Valley Small Business Development Center (SBDC) for business assistance and guidance;
- Participate on the [Silicon Valley Strong](#) Initiative with Santa Clara County, City of San Jose and other regional cities and attempt to assist with local financial assistance through Silicon Valley Strong Fund. A Silicon Valley Strong Initiative [Information Memo](#) was sent to Council on March 28, 2020;
- Commercial eviction moratorium. (Staff notes that on March 24, the Santa Clara County Board of Supervisors passed an urgency [Ordinance](#) temporarily banning evictions for non-payment of rent for all residential and commercial properties related to the loss of income and medical expenses resulting from COVID-19. The ban on evictions takes effect immediately and lasts through May 31, 2020. For the time being, this critical issue is resolved and will assist our businesses and residents overall);
- Develop and issue a business survey. (Staff notes this work was already in progress and staff forwarded a business survey on April 3, 2020 to approximately 3,500 business license holders and will remain live for several weeks. The business survey includes questions related to COVID-19 impacts, staff reduction, business closures, small business loan needs and purpose of funding, and estimated revenue loss, among other questions);
- Change the Economic Development Subcommittee name to something more relative to small business assistance and relief;
- Acknowledge that the Subcommittee is a temporary body since it was established under the March 17, 2020 Council action of adopting a Resolution to ratify the City of Milpitas Emergency Proclamation regarding COVID-19.

The concept of business relocation was also discussed but there was no consensus on this strategy.

The Subcommittee's second meeting took place on April 7, 2020. An information memo (attachment) outlines what took place at the meeting including presentations, recommendation of Subcommittee name change, recommending to Council that a Small Business Loan Program be established with \$200,000 of funding, and to explore a path for commercial rent "freeze" for three months.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a "project" for the purpose of CEQA as this action has no potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendations:

1. Change name of Economic Development Council Subcommittee to “Small Business Assistance Subcommittee.”
2. Development a \$200,000 City sponsored Small Business Loan Program utilizing the services of Silicon Valley Community Foundation (SVCF) and Opportunity Fund as a fiscal agent and administrator of the loan program.

Attachments:

Information Memorandum on Economic Development Subcommittee Meeting Update
Subcommittee Meeting Minutes

MEMORANDUM

Office of the City Manager



DATE: April 7, 2020
TO: Mayor and Councilmembers
THROUGH: Steve McHarris, Interim City Manager *Steve McHarris*
FROM: Alex Andrade, Economic Development Director
SUBJECT: Economic Development Council Subcommittee Meeting Update – April 6, 2020

Update on Economic Development Council Subcommittee Meeting

The second Economic Development Council Subcommittee meeting took place on Monday, April 6, 2020 and was hosted through Zoom, so that the City adheres to the shelter-in-place Order and provides for public participation. The purpose of the Memorandum is to provide the Council an update on yesterday's Subcommittee meeting. The Subcommittee received presentations focused on the following:

- Dennis King (Executive Director of the Small Business Development Center Silicon Valley/SBDC Hispanic Satellite and Hispanic Chamber of Commerce Silicon Valley) presented on SBDC's resources and business assistance associated with COVID-19 such as the Paycheck Protection Program and SBA Economic Injury Disaster Loans; and
- Erica Wood (Executive Vice President of Community Impact at the Silicon Valley Community Foundation) presented on SVCF's Small Business Relief Fund and partnership with Opportunity Fund, as well their role as a fiscal agent to assist the Milpitas business community should Council approve a City Small Business Loan Program.

In addition, the Subcommittee approved moving ahead with a Council recommendation to change the name to either Small Business Relief Subcommittee or Small Business Assistance Subcommittee.

The Subcommittee reached consensus on recommending to the full Council development of a \$200,000 City sponsored Small Business Loan Program utilizing the services of SVCF and Opportunity Fund as a fiscal agent and administrator of the loan program.

The Subcommittee agreed to explore a path for assisting small business owners with rent relief through "freezing" commercial rents for approximately three months. However, the Subcommittee requested additional legal research and process information from City Staff from the City Manager's Office, City Attorney's Office and the Office of Economic Development to be reported back to the Subcommittee on Wednesday, April 15, 2020.

MILPITAS CITY COUNCIL

PREVIEW AGENDA LIST

MAY 5, 2020

PRESENTATIONS

Proclaim National Mental Health Awareness Month
Proclaim Older Americans Month
Proclaim Economic Development Week

CONSENT CALENDAR

- 1) Receive City Council calendar for May 2020 (Mary Lavelle)
- 2) Approve City Council meeting minutes of April 14 and 21, 2020 (Mary Lavelle)
- 3) Adopt a Resolution Approving Annual Engineer's Report, and Adopt a Resolution Declaring Its Intention to Levy and Collect Assessments for FY 2019-20, LLMD No. 95-1 (Kan Xu)
- 4) Adopt a Resolution Approving Annual Engineer's Report, and Adopt a Resolution Declaring Its Intention to Levy and Collect Assessments for FY 2019-20, LLMD No. 98-1 (Kan Xu)
- 5) Approve Agreement for Utility Electronic Bill Presentment and Payment (Zachary Devine, Jane Corpus)
- 6) Authorize City Manager to Execute Amendment No. 1 to Contract with NTT America Solutions, Inc. to Extend Cisco Smartnet Maintenance & Support Agreement for Network Switches and wifi not to exceed \$127,634.13 (Mike Luu)

PUBLIC HEARING

- 7) Adopt a Resolution approving updated Master Fee Schedule (Walter Rossmann)

COMMUNITY DEVELOPMENT

- 8) Adopt Final Economic Development Strategy (Alex Andrade)
- 9) Report on Community Identification and Brand Study Initiative (Ashwini Kantak)

REPORT

- 10) City Council Housing Subcommittee Report (Subcommittee Chair)

PREVIEW NEXT AGENDA

- 11) Preview list of items for May 19, 2020 (Mary Lavelle)