



SPECIAL 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 OF MILPITAS - NOTICE OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that a Special Meeting of the Milpitas City Council has been called. It is scheduled for 5:30 PM on Tuesday, June 23, 2020 via Teleconference/webinar only (no physical meeting space), which is permitted via California Governor's Executive Order.

Submit any Public Forum or Public Hearing comments during the meeting, to be read aloud, via form available online: <https://www.ci.milpitas.ca.gov/spcomment/>

For Public Hearing Item No. 1 only, voicemail message comments may be submitted to telephone number 408-586-3010 until 2:00 PM on June 23.

Meeting will 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, JUNE 23, 2020
MILPITAS, CA
5:30 PM**

CALL TO ORDER / ROLL CALL / PLEDGE

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code §54957.6

Agency designated representative: Rick Bolanos of Liebert Cassidy Whitmore

Employee Group: Milpitas Employees Association

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

ANNOUNCEMENT OF CONFLICT OF INTEREST

PUBLIC FORUM

Those interested may address the Mayor and City Council on any subject not on tonight's agenda. People can submit comments in writing via the form available online, may list their name and city of residence for the Clerk's record. Remarks read aloud by the City Clerk may be limited to three minutes, or less. As an item not listed on the agenda, no response is required from City staff or the Council and no action can be taken. Council may instruct the City Manager to place the item on a future meeting agenda. Form available to submit comments here: www.ci.milpitas.ca.gov/spcomment/

APPROVAL OF AGENDA

PUBLIC HEARING

Comments for the public hearing item may be submitted prior to the City Council meeting **by leaving a voicemail** by telephone at 408-586-3010. Messages will be played aloud for the City Council once the public hearing is opened by the Mayor. Virtual **written public comments** for the public hearing may be submitted on a form from the City website: <http://www.ci.milpitas.ca.gov/spcomment> .

Written comments submitted on the form online for the public hearing will be read aloud by the City Clerk and shall be limited to three minutes or less, at the direction of the Mayor.

1. Hold a Public Hearing to Consider an Amendment to the FY 2019-2020 Annual Action Plan, approval of the Community Development Block Grant allocations, the Draft FY 2020-2021 Annual Action Plan, and related budget amendments (Staff Contact: Sharon Goei, 408-586-3260)

Recommendations:

- 1) Open the public hearing, hear testimony, then move to close the public hearing.
- 2) Approve the amendment to the FY 2019-2020 Annual Action Plan.
- 3) Approve the Community Development Block Grant funding for FY 2020-2021.
- 4) Approve the draft FY 2020-2021 Annual Action Plan.
- 5) Authorize the City Manager, or designee, to make any necessary changes to the approved draft FY 2020-2021 Annual Action Plan as needed to comply with CDBG submission guidelines.
- 6) Authorize the City Manager to execute CDBG agreements with the approved subrecipients.
- 7) Provide direction to staff on any revised Council priorities to guide FY 2021-22 outreach.
- 8) Approve budget appropriation of \$748,629 in the Building Safety and Housing FY 2020-21 operating budget.

AGENDA ITEMS

2. Receive a Report from Fairbank, Maslin, Maullin, Metz and Associates (FM3) Regarding Public Opinion Polling for a ¼ Cent General Sales Tax Measure and Direct Staff to Return on August 4, 2020 with the Ballot Measure Language for Placement on the November 3, 2020 General Election (Staff Contacts: Ashwini Kantak, 408-586-3053 and Walter C. Rossmann, 408-586-3111)

Recommendation: Receive a report from Fairbank, Maslin, Maullin, Metz and Associates (FM3) regarding public opinion polling for a ¼ Cent General Sales Tax measure and direct staff to return on August 4, 2020 with the ballot measure language for a ¼ cent General Sales Tax measure with an eight-year sunset clause for placement on the ballot for the November 3, 2020 General Election.

3. Approve and Authorize City Manager to Execute On-Call Maintenance Service Agreements with Yerba Buena Engineering & Construction, Inc. and Tucker Construction, Inc. for Homeless Encampment Cleanup Services (Staff Contact: Tony Ndah, Public Works Director, 408-586-2602)

Recommendations:

- 1) Approve and authorize City Manager to execute on-call maintenance service agreements with Yerba Buena Engineering & Construction, Inc. and Tucker Construction, Inc. for Homeless Encampment Cleanup Services, for an annual amount not to exceed \$100,000 per vendor, for a term through June 21, 2025 for a total maximum compensation of \$500,000 per vendor, subject to the annual appropriation of funds.
- 2) Authorize City Manager to amend the two contracts' not-to-exceed amounts to allocate annual appropriations depending on service availability of the vendors.

4. Receive Report on Proposed Legislation, Assembly Bill 398 – COVID-19 Local Government and School Recovery and Relief Act, and Provide Direction to Staff (Staff Contacts: Christopher Diaz, 408-586-3040 and Ashwini Kantak, 408-586-3050)

Recommendation: Receive report on proposed legislation, Assembly Bill 398 – COVID-19 Local Government and School Recovery and Relief Act, and provide direction to staff.

CONSENT CALENDAR

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

C5. Adopt a Resolution Calling for the General Municipal Election on November 3, 2020 (Staff Contact: Mary Lavelle, 408-586-3001)

Recommendation: Adopt a resolution calling a General Municipal Election for City of Milpitas on Tuesday, November 3, 2020, requesting consolidation with the statewide presidential election and requesting election services from the Santa Clara County Registrar of Voters.

C6. Approve and Authorize the City Manager to Execute Amendment No. 2 to the Agreement with Cayenta for Implementation and Upgrade of the Financial and Utility Billing Software Systems to Extend the Term of Service Date from July 14, 2020 to December 14, 2020 (Staff Contact: Jane Corpus, 408-586-3125)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 to the agreement with Cayenta, a Division of N. Harris Computer Corporation, Inc. for implementation and upgrade of the financial and utility billing software systems to extend the term of service date from July 14, 2020 to December 14, 2020.

C7. Accept CalRecycle Grant of \$18,932 and Approve related Budget Amendment (Staff Contact: Elaine Marshall, 408-586-2603)

Recommendation: Accept grant funding from CalRecycle's Beverage Container Recycling City/County Payment program and approve a budget appropriation for \$18,932 in the Public Works Department FY 2020-21.

C8. Accept Grant from the Santa Clara County Office of Women's Policy for Youth Voter Registration Promotion and Activities in the Amount of \$2,000 and Approve a Related Budget Amendment (Staff Contact: Renee Lorentzen, 408-586-3409)

Recommendation: Accept a grant from the Santa Clara County Office of Women's Policy for Youth Voter Registration promotion and activities in the amount of \$2,000 and approve a budget appropriation for \$2,000 in Recreation and Community Services FY 2020-21 operating budget.

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.



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|-------------------------|--|
| Item Title: | Hold a Public Hearing to consider an amendment to the FY 2019-2020 Annual Action Plan, approval of the Community Development Block Grant allocations, the Draft FY 2020-2021 Annual Action Plan, and related budget amendments |
| Category: | Public Hearings-Community Development |
| Meeting Date: | 6/23/2020 |
| Staff Contacts: | Sharon Goei, 408-586-3260 Robert Musallam, 408-586-3275 Adam Marcus, 408-586-3244 |
| Recommendations: | <ol style="list-style-type: none"> 1. Open the public hearing, hear testimony, then move to close the public hearing. 2. Approve the amendment to the FY 2019-2020 Annual Action Plan. 3. Approve the Community Development Block Grant funding for FY 2020-2021. 4. Approve the draft FY 2020-2021 Annual Action Plan. 5. Authorize the City Manager, or designee, to make any necessary changes to the approved draft FY 2020-2021 Annual Action Plan as needed to comply with CDBG submission guidelines. 6. Authorize the City Manager to execute CDBG agreements with the approved subrecipients. 7. Provide direction to staff on any revised City Council priorities to guide FY 2021-2022 outreach. 8. Approve budget appropriation of \$748,629 in the Building Safety and Housing FY 2020-21 operating budget. |

Background:

The U.S. Department of Housing and Urban Development (HUD) provides annual grants through the Community Development Block Grant (CDBG) program to local entitlement cities and counties. The CDBG program provides resources to the most vulnerable low- and moderate-income communities to address a wide range of community development needs through investment in capital projects and public services. The amount of funds that Milpitas receives is determined by a formula based on population and other factors. This year it is important to distinguish regular CDBG “formula funds” from special CDBG-CV funds created by the CARES Act.

February 5 Community Advisory Commission (CAC) Meeting

At this meeting the CAC considered CDBG applications for an estimated \$600,000 in funding because at that time, the City had not yet received its FY 2020-2021 CDBG allocation from HUD. On February 25, 2020, HUD announced the City of Milpitas would receive an allocation of \$676,413 in formula funds. The CAC funding recommendations were shared with the City Council CDBG Subcommittee on February 28.

February 28 CDBG Subcommittee Meeting

At this meeting, the Subcommittee directed staff to re-open the application period for an additional 30 days, ending March 31, 2020, for staff to research the potential to build a tiny home village in Milpitas using CDBG funds. During the re-opened application period, the City received one additional application. However, due to the onset of COVID-19, the City’s HUD representative has suggested working with applicants that have a strong track record of CDBG performance. Given that this applicant is a first-time CDBG applicant and has had difficulties in meeting response requirements and deadlines, the applicant agreed to work closely with staff to learn about CDBG and apply for a future year instead.

COVID-19 Response

Over the coming weeks, the declaration of the pandemic outbreak of COVID-19, and subsequent shelter in place orders, would require City staff to deviate from standard CDBG operating procedures. Specifically, HUD notified all grantees that additional funding would soon be available, with more flexible guidelines for their use, and with guidance as to how to quickly distribute those funds.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law in response to the growing public health and resulting economic crisis. This \$2 trillion stimulus measure provided widespread relief for the private and public sector, including individual Americans. The CARES Act allocated an additional \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. Of this amount, \$2 billion (tranche 1) was allocated to entitlement grantees using the same allocation formula as the FY20-21 funds, \$1 billion (tranche 2) was allocated to states and insular areas, and the remaining \$2 billion (tranche 3) will be allocated at the discretion of the Secretary of Housing and Urban Development (HUD) based on need and other factors.

On April 2, 2020, HUD announced that Milpitas would receive \$397,911 in CDBG-CV funds (from tranche 1). It is currently unknown if Milpitas will receive additional funding from tranches 2 and 3. Additionally, the CARES Act provides new flexibility for entitlement Cities such as Milpitas to use formula CDBG and CDBG-CV funds and authorized HUD to grant waivers to approve the expenditure of these funds. This will be discussed in more detail in the analysis section.

May 21 CDBG Subcommittee Meeting

Staff presented a summary of applications received and reported findings on tiny home village research. Staff identified an alternative source of HUD funds known as Section 108 funds, which would allow the City to leverage our CDBG allocation with debt to fund capital projects. Additionally, staff would have enhanced flexibility in applying for and administering Section 108 funds. The Subcommittee agreed to include the optional use of Section 108 funds as part of the substantial amendment to the Consolidated Plan. This will provide the City with the option to leverage our CDBG dollars for future capital projects.

The Subcommittee provided feedback on their goals for the use of CDBG funds as it relates to the City's response to COVID-19. These goals included the following:

- **Housing**, which includes rent relief and supporting individuals and families experiencing homelessness;
- **Senior services**, which includes access to Wi-Fi, devices, and technical assistance to help counter social isolation;
- **Domestic violence**, which includes teaching students healthy relationships, and domestic violence prevention and education; and
- **Small Businesses**, which includes small business and/or microenterprise assistance.

The Subcommittee directed staff to report back with an outline of new CDBG flexibilities under the CARES Act, to survey how surrounding cities are distributing their CDBG and CDBG-CV funds, and to explore the possibility of working with current or new applicants to meet the goals above.

June 15 CDBG Subcommittee Meeting

Staff provided an overview of CDBG, including eligible and ineligible activities, National Objectives, and program changes due to the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The Subcommittee discussed the FY 20-21 funding allocation requests for CDBG formula and CDBG-CV funds and provided staff the following direction:

- To explore partnership opportunities between YWCA and MUSD to provide a domestic violence prevention curriculum to MUSD students; and
- To prepare the funding recommendations based on Subcommittee feedback to bring to Council on June 23, 2020.

June 16 City Council Meeting

The City Council provided staff direction to utilize CDBG funding for the Small Business Loan Program and the Rent Relief Program. Staff has incorporated this into the proposed allocations and draft Annual Action Plans.

Analysis:

Eligible and Ineligible Uses

HUD sets restrictions on how CDBG and CDBG-CV funds can be used even with recent flexibilities from the CARES Act. CDBG activities must be on HUD's list of eligible uses. A summary of eligible and ineligible activities is included as **Attachment A**.

Meeting National Objectives

In addition, CDBG activities must meet one of the following National Objectives:

1. Provides a benefit to low- and moderate-income persons;
2. Eliminates or prevents slum or blight; or
3. Meets other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs, often referred to as "urgent need."

HUD has given clear guidance that National Objective #3 cannot be applied to CDBG-CV funding as it is typically reserved for natural disaster response efforts. The City of Milpitas has historically used its CDBG allocation to benefit low- and moderate-income persons. To meet the slum or blight National Objective, the City would have to identify areas of the City that meet the definition of a slum, blighted, deteriorated or deteriorating area under state or local law. Milpitas has not identified significantly blighted conditions within its boundaries. As such, all CDBG-CV, CDBG formula, and prior year formula funds must be used to benefit low- and moderate-income persons.

Other CDBG Rules

HUD sets caps on the proportion of annual formula CDBG funds that can be spent on different types of activities. Capital projects are capped at 65%, public service at 15%, and administration at 20%.

CARES Act Flexibility and CDBG-CV Funding

The CARES Act has modified certain CDBG policies and procedures for FY 20-21 to increase speed and flexibility in response to the COVID-19 pandemic, as summarized below:

- **No Public Service cap for COVID-19 related activities:** In a standard CDBG year, the formula allocation would cap CDBG funding for public services at 15% of the total allocation amount. However, for this fiscal year, public service activities that are used for COVID-19 related activities are exempt from this cap. This means the City Council could allocate more of its formula funding, which would typically be reserved for capital improvement projects, to COVID-19 related activities within the fiscal year. This funding flexibility only applies if the allocations are used for COVID-19 related activities. If funds are allocated to a non-COVID-19 related activity, those funds must conform to the standard CDBG caps of 15% for public services and 65% for capital projects.
- **Substantial amendment to the Consolidated Plan:** The Consolidated Plan details the City's 5-year plan to use CDBG funds to meet CDBG National Objectives, City Council and Community priorities. Given that COVID-19 is a new and widespread phenomenon, HUD is allowing grantees to substantially amend the Consolidated Plan to align the plan to account for COVID-19 related needs, without the extensive amendment procedures that are usually required. The intent of this change is to speed up the deployment of CDBG funds. Staff will present a summary of the substantial amendments at the June 30, 2020 City Council meeting.
- **Citizen Participation Plan Waiver:** As a part of the Consolidated Plan amendment process, HUD requires Citizen Participation via noticing to the public. The City satisfies the Citizen Participation Plan

by giving the public 15 to 30 days' notice of a public hearing, typically via newspaper advertisements, which would give the community time to provide comments to the governing body. Given the expedient need for these funds to be allocated, HUD has lowered the threshold for community noticing and public comment to at least 5 days prior to a public hearing. Additionally, each grantee will determine what constitutes reasonable public notice and outreach to justify sufficient noticing. The City plans to post the public hearing notice on its website, and it will send an email to all known interested community members, CDBG applicants, the Community Advisory Commission, and other agencies or individuals who can further Citizen Participation. Staff will present a summary of the Citizen Participation Plan amendments at the June 30, 2020 City Council meeting.

- **Availability of CDBG-CV Funds:** The CARES Act created a supplemental funding of CDBG-CV dollars that must be used to prevent, prepare for, and respond to COVID-19. CDBG-CV funds cannot be used for other purposes.

In order to distribute CDBG-CV funding rapidly, HUD will allow jurisdictions to amend their FY 19-20 Annual Action Plan to allocate the CDBG-CV funds rapidly. HUD's guidance has been that amending an already approved Action Plan is the most efficient way to allocate the funds to jurisdictions. Staff expects these funds to be made available in July or approximately two weeks after submitting a Council-approved amendment to HUD. CDBG formula funds and prior year formula funds will be allocated as a part of the FY 20-21 Action Plan process and will be transferred to the City in Fall 2020.

- **Ability to Allocate Unused Prior Year Funding:** The CARES Act has provided additional flexibility for jurisdictions to allocate unused funds from prior years, as a part of the FY 20-21 Annual Action Plan process, only if these funds are used for COVID-19 related activities. In a typical year, these funds would be allocated only for capital projects. The City secured an additional \$290,039 in unused prior year funding from FY 14-15 to FY 18-19. Prior year funds must be used to prevent, prepare for, and respond to COVID-19.

Outreach

To understand the COVID-19 related needs in the community, City staff created an outreach list and directly contacted CDBG applicants, various food providers, homeless shelters, the City Police Department, Destination: Home, Milpitas Unified School District and its McKinney Vento coordinator, the Santa Clara County Office of Supportive Housing, as well as monthly calls with our CDBG counterparts in other cities who have been working to deploy much needed CDBG-CV funds.

Additional research included attending webinars hosted by the Department of Housing and Urban Development (HUD), Best Best & Krieger (BBK), and the California Department of Housing and Community Development (HCD) to stay on top of the legislation and its impact on our ability to use CDBG-CV funds. Furthermore, staff has been monitoring local news and various national publications to identify needs our community may have. The goal of this outreach has been to understand the needs in Milpitas, to keep up with changes to the HUD CDBG process, to understand how other cities are moving forward, and to communicate our next steps to the CDBG Subcommittee, City Council, our applicants, and to residents.

This outreach identified the need for short term rent relief both locally and regionally. Other needs identified were a need for greater outreach and access to Wi-Fi and computers for seniors, students, and low-income households to help them shelter in place, legal help for renters, landlords and homeowners dealing with delayed rent and mortgage payments, groceries and meal delivery, and access to personal protective equipment (PPE) for individuals who cannot work from home.

How other cities are using CDBG for COVID-19

Staff surveyed how entitlement jurisdictions in Santa Clara County were using their CDBG formula and CV funding to respond to COVID-19 related needs. The following is a list based on the number of cities that have allocated funds to these uses.

COVID-19 Related Activities

| | | |
|-------------|--|---|
| Rent Relief | Gilroy, Mountain View, Palo Alto, Santa Clara, Sunnyvale | 8 |
|-------------|--|---|

| | |
|-------------------------------------|---|
| Homelessness Prevention | Cupertino, Palo Alto, Santa Clara, Urban County |
| Senior Services | Cupertino, Palo Alto, Santa Clara, Urban County |
| Small Business Relief/Job Retention | Cupertino, Gilroy, San Jose |
| Emergency Repairs | Cupertino, San Jose, Santa Clara |
| Food access | Palo Alto, San Jose, Santa Clara |
| Shelter/Hotel Vouchers | San Jose, Urban County |

Cities in other regions have also used CDBG-CV funds to pay their local FEMA match, for mobile testing and medical services, workforce development training for displaced workers, child care for essential workers, sidewalk upgrades to facilitate social distance curbside pick-up, and more.

Prior Year Performance of Sub-recipients

Staff evaluated how sub-recipients have performed in the prior fiscal year based on their stated goals. Staff analyzed progress on goals for 2019-2020 sub-recipients through the first half of the fiscal year. Quarter 3 was not included because COVID-19 has dramatically impacted many subgrantees. Staff found that the majority of sub-recipients have met 50% of their goals half way through the fiscal year. A few organizations reported less than 50% progress on their goals. Note that capital project reimbursements are often lump sums and don't spread out evenly throughout the year. See **Attachment B** for details.

Staff also analyzed the percentage of funding each sub-recipient has used as of December 31, 2019 to evaluate their capacity to use CDBG funds in a timely manner, and found that most sub-recipients had spent nearly half of their funds by the end of Q2 with a few exceptions. For details, see **Attachment B**.

Staff will prepare the Consolidated Annual Performance Evaluation Report (CAPER), which is the full sub-recipient performance report for FY 2019-20, and present the findings to the City Council in fall 2020.

Program Administration

HUD allows up to 20% of CDBG funds to be set aside for administrative costs, which include providing fair housing services designed to further the City's fair housing objectives. In prior years the City has allocated and used its CDBG administration set-aside to fund the City's administrative costs and Project Sentinel, who administers the City's fair housing services. The City's administrative costs cover staff time associated with outreach, education, application process, technical assistance for applicants, preparing for meetings and public hearings, coordinating with other departments and agencies, creating plans and progress reports, preparing documentation and reporting, performing accounting and financial reporting, and other tasks related to HUD compliance.

In FY 20-21, staff anticipates spending more time administering the CDBG program than in past years. This additional time is needed to respond to COVID-19 needs, to understand new compliance rules and flexibilities, and to design new programs such as the small business loan program. Project Sentinel has requested \$56,290 for fair housing services for FY 20-21, an increase from the total they received last year through the CDBG program administration allocation. In prior years, the City has funded a portion of Project Sentinel's fair housing services through CDBG and supplemented this funding from the Milpitas Housing Authority Fund. For these reasons, staff recommends distributing the full 20% program administration to cover both Project Sentinel and the staff time that will be needed to administer the CDBG program. The below table summarizes administrative funds set aside in 2019-2020 and funds requested for 2020-2021.

| | 2019-2020 | % | 2020-2021 + CV | % |
|-------------------------------|-----------|-------|----------------|------|
| Total Funds* | \$608,734 | 100% | \$1,074,324 | 100% |
| Max Administration (20%) | \$121,747 | 20% | \$214,865 | 20% |
| Program Administration (City) | \$111,747 | 18.4% | \$158,575 | 16% |
| Project Sentinel | \$10,000 | 1.6% | \$56,290 | 4% |

*Prior year funds have already used administration funds in the fiscal year they were originally allocated and are only allowed to be used for COVID-19 related activities.

Available funding summary

Milpitas has the following funds available for allocation:

| | | |
|--------------------|------------------------|--|
| \$676,413 | FY 20-21 Formula Funds | (Can be used for COVID-19 or other activities) |
| \$290,039 | Prior Years Funds | (Must be used for COVID-19 activities) |
| <u>\$397,911</u> | <u>CDBG-CV Funds</u> | (Must be used for COVID-19 activities) |
| \$1,364,363 | Total | |

Funding Allocations

The CDBG Subcommittee has considered the above research and information and has provided the following recommendation allocations to the City Council. The table below lists the FY 20-21 CDBG and CDBG-CV applicants the CDBG Subcommittee have recommended for funding and the respective funding amounts. Note that FY 20-21 Formula funds and prior year funds will be allocated through the FY 20-21 Annual Action Plan, and CDBG-CV funds will be allocated through the FY 19-20 Annual Action Plan Amendment.

| | | | |
|------------------------|--|--|---------------------------------|
| Public Services | Catholic Charities of Santa Clara County | Long Term Care Ombudsman Program visits long-term care facilities to investigate and resolve complaints for seniors and disabled adults | \$20,523 |
| | Child Advocates of Silicon Valley | Provide court appointed youth in the foster care system with life-long mentorship and guidance | \$10,000 |
| | Next Door Solutions to Domestic Violence | Provide support to victims/survivors of domestic violence by providing emergency shelter, crisis counseling, safety strategies, community and systems advocacy, support groups, and case management | \$21,650 |
| | Senior Adults Legal Assistance | Provide free legal assistance that includes legal services to Milpitas seniors 62 or older, targeting low income or at risk clients | \$10,000 |
| | Silicon Valley Independent Living Center | Provide comprehensive Housing Assistance Services for low to very-low income persons with disabilities. This includes assessments, referrals, search assistance, and advocacy | \$7,264 |
| | The Health Trust | Meals on Wheels serves homebound seniors with daily hot and healthy meals and wellness checks | \$16,000 |
| | YWCA Silicon Valley | Provide comprehensive services for victims and survivors of domestic violence, including counseling for adult and children, emergency center, response calls from law enforcement, advocacy, and housing. \$40,000 in additional funding was recommended to explore a partnership opportunity with MUSD to create a domestic violence prevention curriculum for MUSD students. | \$50,000 (\$10,000+\$40,000) |
| | Subtotal | | \$135,437 |

Capital Projects

| | | |
|----------------------------------|---|------------------|
| LifeMoves | Cover external renovations of the LifeMoves Villa Shelter (families and single women) in San Jose including new stucco, new exterior paint and replacing all the original windows in order to prolong the life expectancy of the building by another 20 years. [Alternative: Motel/Hotel Vouchers] | \$0 |
| Terrace Gardens Senior Housing | Replace 2 commercial ovens | \$20,000 |
| Rebuilding Together (Sunnyhills) | TBD capital project at Sunnyhills. Proposal to date would be 10-12 roof replacement on the existing buildings at approximately \$200,000 | \$200,000 |
| Rebuilding Together | Continue providing home repairs, rehabilitation, accessibility and mobility services work for low-income homeowners | \$25,205 |
| Subtotal | | \$245,205 |

Program Admin

| | | |
|------------------------|--|------------------|
| Project Sentinel | City's fair housing provider that provides fair housing, tenant-landlord counseling and dispute resolution services. | \$56,290 |
| Program Administration | Staff time in administering the program, including all public noticing and publishing. | \$78,993 |
| Subtotal | | \$135,283 |

COVID-19 Requests

| | | |
|--|--|-----------|
| Silicon Valley Independent Living Center | Direct aid to the Rent Relief Program | \$223,071 |
| Child Advocates of Silicon Valley | Meet social distancing and sanitation requirements, and help ensure the safety of CASAs and their youth when they are able to return to in-person visits | \$5,000 |
| Milpitas Senior Center | Loan laptops/tablets to seniors to help counter social isolation and improve access to information. | \$25,000 |
| Milpitas Senior Center | Fund some of the City's portion of the Santa Clara County Senior Nutrition program | \$50,000 |

| | | | |
|----------------------------------|--|--|------------------|
| Milpitas Unified School District | Identify program that benefits LMI - further explore program providing face coverings and other PPE to low-income students and their families | \$10,000 | |
| Project Sentinel | It Takes a Village Program: Provide wraparound rent relief/reduction services involving all parties in the process, including the tenant, property owner, mortgage holder, and mediators | \$50,000 | |
| Milpitas Food Pantry | Fund two employees to assist with the Milpitas Food Pantry's daily operations | \$30,000 | |
| Terrace Gardens Senior Housing | Meal delivery to residents, rather than dinner being held in the dining room. Also, cleaning supplies and PPE to keep up with necessary sanitation practices | \$37,456 | |
| Rebuilding Together | Restock their PPE | \$20,000 | |
| Subtotal | | \$450,527 | |
| Total FY 20-21 Allocation | FY 20-21 Formula funds and prior year funds will be allocated through the FY 20-21 Annual Action Plan | \$966,452 | |
| CDBG-CV | Enterprise Foundation/KIVA | Direct aid to Small Businesses | \$50,000 |
| | | Microenterprises | \$150,000 |
| | Silicon Valley Independent Living Center | Direct aid to the Rent Relief Program | \$118,329 |
| | Program Administration | Staff time in administering the program, including all public noticing and publishing. | \$79,582 |
| | Subtotal | CDBG-CV funds will be allocated through the FY 19-20 Annual Action Plan Amendment | \$397,911 |
| Total CDBG Allocation | | \$1,364,363 | |

FY 2019-2020 Annual Action Plan Amendment and FY 2020-2021 Annual Action Plan

Upon receiving direction from the City Council, staff will finalize an amendment to the FY 2019-2020 Annual Action Plan, to rapidly allocate the CDBG-CV funding, and prepare the final FY 2020-2021 Annual Action Plan to submit to HUD. To see drafts of each document, see **Attachments C** and **D**.

Council Priorities

Currently, City Council priorities have been set forth in the five-year Consolidated Plan ending FY 2022. Staff is requesting City Council direction regarding funding priorities for both public service and capital projects for FY 2021-2022. Staff will use Council's direction to identify and conduct outreach with key stakeholders in order to identify new sub-grantees and/or expand the services of the existing sub-grantees.

Fiscal Impact:

The Fiscal Year 2020-21 Adopted Budget assumes \$615,734 in expenditures. However, the FY 2020-21 Annual Action Plan with CDBG-CV combined provides for \$1,364,363 in expenditures. Therefore, to align the

recommended expenditures as detailed in the Allocation Plan, staff recommends increasing expenditures by \$748,629 offset with receipt of corresponding federal grant funds.

California Environmental Quality Act:

The actions being considered have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:

1. Open the public hearing, hear testimony, then move to close the public hearing.
2. Approve the amendment to the FY 2019-2020 Annual Action Plan.
3. Approve the Community Development Block Grant funding for FY 2020-2021.
4. Approve the draft FY 2020-2021 Annual Action Plan.
5. Authorize the City Manager, or designee, to make any necessary changes to the approved draft FY 2020-2021 Annual Action Plan as needed to comply with CDBG submission guidelines.
6. Authorize the City Manager to execute CDBG agreements with the approved subrecipients.
7. Provide direction to staff on any revised City Council priorities to guide FY 2021-2022 outreach.
8. Approve budget appropriation of \$748,629 in the Building Safety and Housing FY 2020-21 operating budget.

Attachments:

- A. List of Eligible and Ineligible CDBG activities
- B. Progress on CDBG Funding Goals
- C. Amendment to the FY 2019-2020 Annual Action Plan
- D. Draft FY 2020-2021 Annual Action Plan
- E. Budget Change Form

Attachment A: CDBG Eligible and Ineligible Activities

Eligible CDBG Activities

1. Acquisition of Real Property
2. Disposition
3. Public Facilities and Improvements
4. Clearance and Remediation
- 5. Public Services***
- 6. Interim Assistance***
7. Relocation
8. Loss of Rental Income
9. Housing Services
10. Privately-Owned Utilities
11. Rehabilitation and preservation
12. Construction of Housing
13. Code Enforcement
- 14. Special Economic Development Activities***
- 15. Microenterprise Assistance***
16. Special Activities by Community-Based Development Organizations
17. Homeownership Assistance
18. Planning and Capacity Building
- 19. Program Administration Costs***
20. Miscellaneous Other Activities

*These activities are currently being considered in Milpitas.

Ineligible CDBG Activities

1. **Buildings or portions thereof, used for the general conduct of government may not be assisted with CDBG funds.** This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements.
2. **General government expenses.** Expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.
3. **Political activities.** CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.
4. **Purchase of equipment.** The purchase of equipment with CDBG funds is generally ineligible – construction equipment, fire protection equipment, furnishings and personal property.
5. **Operating and maintenance expenses.** The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible.
6. **New housing construction.**
7. **Income payments.** The general rule is that CDBG funds may not be used for income payments.

Adapted from HUD booklet, Community Development Block Grant Program; A guide to National Objectives & Eligible Activities for Entitlement Communities.

Attachment B: Progress on CDBG Funding Goals

Applicants that are selected to receive CDBG funding enter into a contract with the City of Milpitas for the length of the CDBG fiscal year. This contract identifies goals and outlines the scope of services to be provided by each agency as a tool to measure performance. Subrecipients are required to submit quarterly reports along with requests for reimbursement in order to receive payment. The quarterly reports include the progress being made on the goals outlined in their service contract.

| <u>Organization</u> | <u>Goals Listed in Contract FY 19-20</u> | <u>Progress on Goals through Q2 FY 19-20</u> | <u>Spent as of Q2 FY 19-20</u> | <u>Funding Allocation 19-20</u> | <u>Funding Request 20- 21</u> |
|--|---|---|--|---|---------------------------------------|
| Public Services | | | | | |
| Catholic Charities of Santa Clara | Visit 95 residents in Milpitas Long Term Care Facilities | Visited 49 residents in Milpitas Long Term Care Facilities | \$12,329.06 (60%) | \$20,523 | \$20,523 |
| Child Advocates of Silicon Valley | Serve 6 new Milpitas foster children; Recruit 6 new Milpitas CASA volunteers | Served 4 new Milpitas foster children; Recruited 7 new Milpitas CASA volunteers | \$5,000 (50%) | \$10,000 | \$10,000 |
| Next Door Solutions to Domestic Violence | Serve at least 58 Milpitas Residents; Respond to at least 75 crisis hotline calls | Served at 27 Milpitas Residents; Responded to 64 crisis hotline calls | \$8,025.06 (39%) | \$20,523 | \$21,650 |
| Senior Adults Legal Assistance | Provide free legal services to 30 Milpitas seniors (62+) | Provided free legal services to 22 Milpitas seniors (62+) | \$3,513.40 (50%) | \$7,000 | \$10,000 |
| Silicon Valley Independent Living Center | Provide supportive housing services to 44 Milpitas residents | Provided supportive housing services to 17 Milpitas residents | \$3,634 (50%) | \$7,264 | \$7,264 |
| The Health Trust | 2,400 daily meals and weekend chilled meals; 1,560 visits with Wellness Checks; Provide 10 additional resources quarterly; Serve 16 Milpitas seniors | 912 daily meals and weekend chilled meals; 621 visits with wellness checks; Provided 20 additional resources quarterly; Served 5 Milpitas seniors | \$7,759.78 (48%) | \$16,000 | \$16,000 |
| YWCA Silicon Valley | Provide services to 40 DV survivors identified through police reports; Provide services to 30 Milpitas residents through the 24-hour crisis line; Provide services to 20 unduplicated Milpitas residents | Provided services to 28 DV survivors identified through police reports; Provided services to 13 Milpitas residents through the 24-hour crisis line; Provided services to 7 unduplicated Milpitas residents | \$3,703.40 (37%) | \$10,000 | \$10,000 |
| Capital Improvements | | | | | |

| | | | | | |
|------------------------------------|--|--|-------------------|---|-----------|
| LifeMoves | Remodel and repair two large communal bathrooms | As of Q2, they were still awaiting building permits | \$0 | \$136,677 | \$300,000 |
| Terrace Gardens Senior Housing | Replace the boiler; Replace the carpet in the Community Room; Replace the ice machine in the Community Room | As of Q2, had only replaced the ice machine in the Community Room | \$3,094.11 (4%) | \$84,000 | \$20,000 |
| Rebuilding Together Silicon Valley | Housing repairs for 25 unduplicated Milpitas households; Serve 37 Milpitas residents | Housing repairs for 24 unduplicated Milpitas households; Served 41 Milpitas residents | \$55,602.88 (32%) | \$175,000 | \$200,000 |
| Administration | | | | | |
| Project Sentinel | Handle 6 fair housing cases in Milpitas; Hold 4 outreach events in Milpitas; Provide 2 quarterly landlord/tenant workshops; Provide 1 monthly drop-in clinic at City Hall | Handled 3 fair housing cases in Milpitas; Held 0 outreach events in Milpitas; Provided 2 quarterly landlord/tenant workshops; Provided 3 monthly drop-in clinics at City Hall | \$28,172.84 (56%) | \$50,000 (\$10,000 CDBG + \$40,000 Housing Authority) | \$56,290 |

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas will receive a Community Development Block Grant (CDBG) entitlement amount of \$608,734. To comply with the Citizen Participation Plan the initial funding recommendation made by the Community Advisory Commission (CAC) used an estimated funding allocation of \$450,000. The City Council is responsible for making the final allocation amounts.

HUD allows up to 15% of the allocation for public services, 20% for general administration and a 65% for capital projects.

The CAC recommended the full 15% of the CDBG funding, or a total of \$91,310, be allocated for public services. The CAC recommended funding to 7 different public service providers. These public services include various programs such as: supportive services to domestic violence victims, supplemental supplies of food, housing assistance for persons with disabilities, youth and senior services, legal assistance, and fair housing services.

With regards to capital project activities, the CAC recommended allocating 65% of the overall amount, or approximately \$395,677, to three different organizations for five different capital projects. These projects include: (1) replacing the boiler, (2) replacing the commercial ice machine and (3) replacing the community room carpet at the Terrace Gardens Senior Housing apartment complex; additional capital projects include (4) improving the quality of life for low-income, aging, and/or physically challenged adults via Rebuilding Together Silicon Valley; and (5) providing much need capital repairs to the Georgia Travis Center, a women and children's shelter in San Jose that benefits Milpitas residents.

The remaining 20% of the CDBG funding, or \$121,747 will be for planning and administration. Please note that \$10,000 of the administrative funding will be used for fair housing services through Project Sentinel.

Due to the Federal budget uncertainty, the entire CDBG allocation process has been delayed. However, the Citizen Participation Plan proceeded on schedule. Per Notice CPD-19-01, HUD requires each jurisdiction to submit its draft Action Plan at least 45 days prior to the start of its program year. Additionally, HUD modified its process to require that all jurisdictions wait until the funding allocation has been announced to submit their Annual Action Plans. And since jurisdictions must wait until the funding allocation has been announced, jurisdictions will now have 60 days after the allocation is announced to submit their Annual Action Plans. The actual funding allocation was distributed on April 12, 2019, therefore the City's deadline to submit the Annual Action Plan is June 12, 2019.

Given the actual funding allocation, the CAC directed staff to proportionately revise the public service recommended funding allocation based on HUD's actual allocation amount. The CAC directed staff to approve the amended applications of the Capital Project applications.

The 30-day public review period was held on the draft Annual Action Plan from May 3, 2019 to June 3, 2019. The Milpitas Citizens Advisory Commission held a public hearing on the CDBG funding on March 28, 2019, received an update on the CDBG allocations on May 1, 2019 and forwarded its recommendation to the Milpitas City Council thereafter. The Milpitas City Council held a public hearing and after requiring further discussion, they moved the public hearing to June 11, 2019. On June 11, 2019, the City Council approved the CDBG funding and the Annual Action Plan.

Community Development Block Grant funds will be provided to all segments of the Milpitas population including geographical areas with high minority concentrations within the community.

In March 2020, the declaration of the pandemic outbreak of COVID-19, and subsequent shelter in place orders, would require City staff to deviate from standard CDBG operating procedures. Specifically, HUD notified all grantees that additional funding would soon be available, with more flexible guidelines for their use, and with guidance as to how to quickly distribute those funds.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law in response to the growing public health and resulting economic crisis. This \$2 trillion stimulus measure provided widespread relief for the private and public sector, including individual Americans. The CARES Act allocated an additional \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. Of this amount, \$2 billion (tranche 1) was allocated to entitlement grantees using the same allocation formula as the FY20-21 funds, \$1 billion (tranche 2) was allocated to states and insular areas, and the remaining \$2 billion (tranche 3) will be allocated at the discretion of the Secretary of Housing and Urban Development (HUD) based on need and other factors.

On April 2, 2020, HUD announced that Milpitas would receive \$397,911 in CDBG-CV funds (from tranche 1). Additionally, the CARES Act provides new flexibility for entitlement Cities such as Milpitas to use formula CDBG and CDBG-CV funds and authorized HUD to grant waivers to approve the expenditure of these funds.

On June 23, 2020, the Milpitas City Council approved the allocation of \$397,911 in CDBG-CV funds to be allocated to the Enterprise Foundation & Kiva to administer a Small Business Assistance program and to the Silicon Valley Independent Living Center to administer the City's Rent Relief Program.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The objectives and outcomes identified in this Consolidated Plan to allocate CDBG funds and action taken by Annual Action Plan will be directed towards accomplishing the following priority housing and community development needs in Milpitas:

- Affordable Housing Development and Preservation
- Maintain and preserve existing housing
- Support public services that serve lower income persons that include these groups:
 - The homeless
 - Children and youth
 - Special needs populations
 - Seniors
- Public Improvements including increasing accessibility and improving public facilities.

3. Evaluation of past performance

City of Milpitas has had successful implementation of all projects included in the plan. The projects have met all timeliness deadlines and have benefitted low and moderate income residents.

4. Summary of Citizen Participation Process and consultation process

A public notice was published in the Milpitas Post on May 3, 2019 notifying the public of the 30-day public comment period. In addition, the draft Annual Action Plan was sent to a distribution list and posted electronically on the City's website, and a copy was also provided to the Milpitas Public Library and City Hall's Public Information Desk. In addition, public had the opportunity to submit public comments to the Housing Department and were notified of public hearings prior to the City Council's consideration of the recommended CDBG allocations.

June 2020

Given the expedient need for the CDBG-CV funds to be allocated, HUD has lowered the threshold for community noticing and public comment to at least 5 days prior to a public hearing. Additionally, each grantee will determine what constitutes reasonable public notice and outreach to justify sufficient noticing. On June 16, 2020, the City of Milpitas submitted their request for a waiver to their Citizen Participation Plan to the San Francisco HUD field office. On June 18, 2020, the City posted the public hearing notice on its website, sent an email to all known interested community members, CDBG applicants, the Community Advisory Commission, and other agencies or individuals who can further Citizen Participation.

The Public Hearing will be held virtually on June 23, 2020 beginning at 5:30pm.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Eleven total public comments: Nine made by nine of the applicants as to why they should receive the funds they are requesting. Two by members of the community expressing support in seeing additional non-profits applying for funding.

6. Summary of comments or views not accepted and the reasons for not accepting them

n/a

7. Summary

Following the requirements of the Citizen Participation Plan, the CAC made their estimated funding recommendations to the City Council on March 28, 2019. The CAC updated their funding recommendations to the City Council on May 1, 2019. The draft Annual Action Plan and funding recommendations were released to the public for a 30-day review period beginning May 3, 2019. The Milpitas City Council held a public hearing and approved the CDBG funding and the Annual Action Plan on June 11, 2019. All HUD requirements including citizen participation have been met.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|--------------------|----------|-------------------|
| CDBG Administrator | MILPITAS | Housing Division |

Table 1 – Responsible Agencies

Narrative (optional)

The City of Milpitas – Housing Division is the lead agency for the United States Department of Housing and Urban Development (HUD) entitlement program, Community Development Block Grant (CDBG).

Pursuant to the Department of Housing and Urban Development (HUD) funding requirements and in conformance with 24 CFR Part 91, Consolidated Submission for Community Planning and Development Programs, City of Milpitas has prepared and adopted the 2019-2020 Annual Action Plan. The Action Plan is submitted annually and describes the eligible programs, projects and activities to be undertaken with funds that are expected to be made available during the fiscal year 2019-2020 and their relationship to the City’s priorities and needs for housing, homelessness and community development laid out in the Five-Year Consolidated Plan.

In 2017, City of Milpitas submitted its Five-Year Consolidated Plan (2017-2022) to HUD. The Milpitas Consolidated Plan has been reviewed and approved by HUD. The Consolidated Plan identifies the long-term goals and objectives achieved and consistent with the annual Action Plan Report. Included with the submission of the Action Plan is the Standard Form 424, Proposed Projects and Certifications as required the by Community Development Block Grant (CDBG) Program regulations. The goals and objectives identified in the Milpitas Action Plan are in full compliance with the approved and adopted policies and procedures outlined in the Milpitas CDBG Citizen Participation Plan.

The public review and comments period for the Draft Annual Action Plan is May 3 - June 3, 2019. The City Council reviewed the Consolidated Plan and adopted it on June 11, 2019.

The City of Milpitas has updated its Analysis of Impediments (AI) to Fair Housing Choice Report in 2016 in anticipation of the preparation for the future Consolidated Plan (2018-2023). The previous AI Report was adopted in 2011.

In May 2015, City of Milpitas General Plan Housing Element (2015-2023) was certified by State of California Department of Housing and Community Development (HCD). The Milpitas City Council reviewed and adopted its Housing Element on April 28, 2015.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Milpitas requested a number of consultations with a multitude of stakeholders in the development of the Annual Action Plan. The City of Milpitas solicited comments and public input for 30 days for the draft Annual Action Plan. In addition, public notices were sent out notifying the public hearings for the CAC funding recommendations and at the City Council public hearing. Lastly, the inputs and comments the Consolidated Plan directed the Annual Action Plan funding priorities.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City participates in a quarterly meeting with all local jurisdictions, including the Housing Authority and HUD to discuss housing cooperation. City staff continues to maintain dialogue with all service providers, public and private to enhance services or if the City can connect service providers for better coordination of service deliveries. Also regionally, housing coordinators attend a weekly call to share information, seek assistance of housing issues not limited to CDBG and HOME.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Continuum of Care (CoC) is a multi-sector group of stakeholders guiding the implementation of the County’s housing and service system to meet the need and prevent and end homelessness. The CoC includes: 1) permanent housing, 2) emergency shelter with outreach and assessment services, 3) transitional housing with support services, and 4) prevention services. In 2015, the City of Milpitas participated in the preparation of the Community Plan to End Homelessness in Santa Clara County. The Plan identifies strategies to address the needs of homeless persons in the county.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

| | | |
|---|--|--|
| 1 | Agency/Group/Organization | Project Sentinel |
| | Agency/Group/Organization Type | Service-Fair Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Fair Housing |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Project Sentinel attended a community meeting to voice the needs on behalf the community and seek continued support for fair housing and tenant landlord mitigation services. The City will continue to support fair housing services. |
| 2 | Agency/Group/Organization | Catholic Charities of Santa Clara County Long Term Care Ombudsman Program |
| | Agency/Group/Organization Type | Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Catholic Charities attended to voice the need for those living in long term care. |
| 3 | Agency/Group/Organization | Child Advocates of Silicon Valley |
| | Agency/Group/Organization Type | Services-Children |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |

| | | |
|---|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Child Advocates attended to voice the need for the children in the foster care system. |
| 4 | Agency/Group/Organization | Next Door Solutions to Domestic Violence |
| | Agency/Group/Organization Type | Services - Victims |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Next Door Solutions to Domestic Violence attended to voice the need for services for families experience abuse. |
| 5 | Agency/Group/Organization | Senior Adults Legal Assistance (SALA) |
| | Agency/Group/Organization Type | Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from SALA attended to voice the need for continuing legal services for senior persons. |
| 6 | Agency/Group/Organization | Silicon Valley Independent Living Center |
| | Agency/Group/Organization Type | Housing Services – Housing Services – Elderly Person Services – Persons with Disabilities Services – Homeless |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans |

| | | |
|----|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from SVILC attended to voice the need for services for housing needs and referrals. |
| 7 | Agency/Group/Organization | The Health Trust |
| | Agency/Group/Organization Type | Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from The Health Trust attended to voice the need for to continue services for Meals on Wheels. |
| 8 | Agency/Group/Organization | YWCA |
| | Agency/Group/Organization Type | Services - Victims |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from YWCA attended to voice the need for continued services for persons experiencing domestic abuse. |
| 9 | Agency/Group/Organization | Rebuilding Together Silicon Valley |
| | Agency/Group/Organization Type | Services - Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Rebuilding Together Silicon Valley attended to voice the need for continued services for low-income home repairs. |
| 10 | Agency/Group/Organization | Terrace Gardens Senior Housing, Inc. |
| | Agency/Group/Organization Type | Housing Services - Housing Services-Elderly Persons |

| | | |
|----|--|--|
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Terrace Gardens attended to voice the need for services for senior person(s). |
| 11 | Agency/Group/Organization | LifeMoves |
| | Agency/Group/Organization Type | Housing Services - Housing Services - Homeless housing need assessment |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically homeless Homeless Needs - Families with children Homeless Needs - Veterans |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from LifeMoves attended to voice the need for continued services for the homeless populations they serve. |

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not consult with nearby correctional facility or child welfare entities. The organization has various partnerships with the County and the City works with those organizations indirectly through the several partnerships through the County and sub-recipients funded and outlined in this Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|-------------------|------------------------------------|--|
| Continuum of Care | Regional Continuum of Care Council | The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to support activities to prevent and end homelessness. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|----------------------------------|-------------------|---|
| City of Milpitas Housing Element | City of Milpitas | The Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing. |

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Annual Action Plan is the implementation tool from the Consolidated Plan. The Annual Action Plan funding is guided by the goals and priorities from the Consolidated Plan. The Consolidated Plan went through the Citizen Participation Plan.

Prior to starting the Consolidated Plan update process, the City revised its Citizen Participation Plan. The citizen participation process included holding several public community meetings and workshops for maximum citizen participation. Also, City staff worked closely with the City’s Community Advisory Commission (CAC) as they are the recommending body to the City Council in the CDBG allocation process. The CAC has held a number of meetings (listed below) to discuss the Consolidated Plan.

The City conducted 5 community forums throughout the City in different times, different days and different areas in the City. Notices in English, Spanish and Vietnamese were prepared and posted in the local paper announcing the community forums. The notices were also sent via electronic mail to over 125 organizations inviting them to participate and provide comments or suggestion regarding the City’s Consolidated Plan and Annual Action Plan update process. Over 75 individuals, local groups, agencies, non-profit and organizations were involved in the development of the Milpitas Consolidated Plan. A listing of these individuals, groups and organizations who participated in the preparation and development of the plan is included along with citizen comments received during the public hearing process.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|------------------|------------------------------|---------------------------------|------------------------------|--|---------------------|
| 1 | News-paper ad | Non-targeted/broad community | No comments were received | No comments were received | n/a | |
| 2 | Public Meeting | Non-targeted/broad community | No comments were received | No comments were received | n/a | |
| 3 | News-paper ad | Non-targeted/broad community | No comments were received | No comments were received | n/a | |
| 4 | Public Hearing | Non-targeted/broad community | No comments were received | No comments were received | n/a | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|----------------------------------|-------------------------------------|--------------------------------------|--|--|---|
| 5 | Public Meeting | Non-targeted/broad community | No comments were received | No comments were received | n/a | |
| 6 | News-paper ad | Non-targeted/broad community | Posting the Draft Annual Action Plan | | | |
| 7 | Public Hearing | Non-targeted/broad community | 3 comments received | Each was to pledge support for their applicants funding request | | http://www.ci.milpitas.ca.gov/community-development-block-grant-cdbg-allocations-draft-annual-action-plan-fy-2019-2020/ |
| 8 | Ad Hoc CDBG Subcommittee Meeting | Non-targeted/broad community | 7 comments received | Each was to pledge support for their applicants funding request | n/a | http://www.ci.milpitas.ca.gov/_pdfs/subcommittee/cdbg/2019/061019/agenda.pdf |
| 9 | Re-open Public Hearing | Non-targeted/broad community | 8 comments received | 2 comments requesting more outreach, remaining comments was to pledge support for their applicants funding request | n/a | http://www.ci.milpitas.ca.gov/_pdfs/council/2019/061119/Agenda.pdf |
| <u>10</u> | <u>Virtual Public Meeting</u> | <u>Non-targeted/broad community</u> | <u>No comments were received</u> | <u>No comments were received</u> | | http://www.ci.milpitas.ca.gov/_pdfs/Commissions/cac/2020/040120/Minutes.pdf |
| <u>11</u> | <u>CDBG Subcommittee Meeting</u> | <u>Non-targeted/broad community</u> | <u>No comments were received</u> | <u>No comments were received</u> | | http://www.ci.milpitas.ca.gov/_pdfs/subcommittee/cdbg/2020/052120/Minutes.pdf |
| <u>12</u> | <u>CDBG Subcommittee Meeting</u> | <u>Non-targeted/broad community</u> | <u>No comments were received</u> | <u>No comments were received</u> | | |
| <u>13</u> | <u>Public Hearing</u> | <u>Non-targeted/broad community</u> | | | | |

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Milpitas will receive \$608,734 for fiscal year 2019-2020 in CDBG funds.

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan | Narrative Description |
|----------------|-------------------------|---|----------------------------------|----------------|----------------------|-------------|--|--|
| | | | Annual Allocation | Program Income | Prior Year Resources | Total | | |
| CDBG | public - federal | Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services | \$608,734 | \$8,959 | \$521,182 | \$1,138,875 | \$2,434,936 | The expected remainder amount is calculated on the total amount in Year 1 multiplied by 4 years. |
| <u>CDBG-CV</u> | <u>public - federal</u> | <u>The CARES Act created a supplemental funding of CDBG-CV dollars that must be used to prevent, prepare for, and respond to covid-19. CDBG-CV funds cannot be used for other purposes.</u> | <u>\$397,911</u> | | | | <u>\$397,911</u> | |

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that

may be used to address the needs identified in the plan

There are two parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently the parcel is occupied by commercial tenants but the land is zoned as high density multi-family residential. The other parcel, approximately 1.7 acres, is located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcel is also occupied by commercial business but is also zoned for multi-family residential use. The City is currently working on a partnership with the County of Santa Clara to potentially develop both parcels for affordable housing units. The City hopes to sell these parcels to the County by the end of 2019.

Discussion

Please see discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|--|------------|----------|---|-----------------|---|---|--|
| 1 | Maintain and Preserve Existing Housing | 2017 | 2022 | Affordable Housing Non-Homeless Special Needs | Citywide | Affordable Housing Development and Preservation | CDBG: \$175,000 | Homeowner Housing Rehabilitated: 46 Household Housing Unit |
| 2 | Fair Housing | 2017 | 2022 | Affordable Housing Non-Housing Community Development | Citywide | Community Services Fair Housing | CDBG: \$10,000 Housing Authority: \$40,000 | Public service activities for Low/Moderate Income Housing Benefit: 320 Households Assisted |
| 3 | Public Services for Seniors | 2017 | 2022 | Non-Homeless Special Needs Non-Housing Community Development | Citywide | Community Services | CDBG: \$50,517 | Public service activities other than Low/Moderate Income Housing Benefit: 182 Persons Assisted |
| 4 | Public Services for Children and Youth | 2017 | 2022 | Non-Homeless Special Needs Non-Housing Community Development | Citywide | Community Services | CDBG: \$10,000 | Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted |
| 5 | Affordable Housing Rental Rehabilitation | 2017 | 2022 | Affordable Housing | Citywide | Affordable Housing Development and Preservation Affordable Housing | CDBG: \$84,000 | Rental units rehabilitated: 184 Household Housing Unit |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|--|-------------|-------------|---|-----------------|---|---------------------------|---|
| 6 | Community Funding/Public Services | 2017 | 2022 | Homeless Non-Homeless Special Needs Non-Housing Community Development | Citywide | Community Services | CDBG: \$30,253 | Public service activities other than Low/Moderate Income Housing Benefit: 70 Persons Assisted |
| 7 | Homelessness | 2017 | 2022 | Homeless | Citywide | Homelessness | CDBG: \$136,677 | Help rehabilitate homeless shelter overnight. Homeless persons overnight shelter: 120 |
| <u>8</u> | <u>Community Funding/Public Services</u> | <u>2020</u> | <u>2021</u> | <u>Homeless Non-Homeless Special Needs</u> | <u>Citywide</u> | <u>Community, Public, and Neighborhood Sustainability</u> | <u>CDBG-CV: \$118,329</u> | <u>Provide 25 LMC households with up to \$5,000 in rental assistance</u> |
| <u>9</u> | <u>Microenterprise Assistance</u> | <u>2020</u> | <u>2021</u> | <u>Non-Housing Community Development</u> | <u>Citywide</u> | <u>Economic Development</u> | <u>CDBG-CV: \$150,000</u> | <u>Assist 29 LMC microenterprise owners with \$5,000 loans</u> |
| <u>10</u> | <u>Small Business Assistance</u> | <u>2020</u> | <u>2021</u> | <u>Non-Housing Community Development</u> | <u>Citywide</u> | <u>Economic Development</u> | <u>CDBG-CV: \$50,000</u> | <u>Assist 9 small businesses with \$5,000 loans to create or retain LMC jobs</u> |

Table 6 – Goals Summary

Goal Descriptions

| | | |
|---|-------------------------|---|
| 1 | Goal Name | Maintain and Preserve Existing Housing |
| | Goal Description | Rental units rehabilitated: 0 units, however, capital improvements are being made to the apartment complex; Homeowner Housing Rehabilitated: 46 |
| 2 | Goal Name | Fair Housing |
| | Goal Description | Promote fair housing choice. |

| | | |
|---|-------------------------|---|
| 3 | Goal Name | Public Services for Seniors |
| | Goal Description | Support activities that provide community services to low income and special needs households. |
| 4 | Goal Name | Public Services for Children and Youth |
| | Goal Description | Support activities that provide community services to low income and special needs households. |
| 5 | Goal Name | Affordable Housing Rental Rehabilitation |
| | Goal Description | Assist in the creation and preservation of affordable housing opportunities for low income and special needs households |
| 6 | Goal Name | Community Funding/Public Services |
| | Goal Description | Support activities that provide community services to low income and special needs households. |
| 7 | Goal Name | <u>Public Services/ Interim Assistance</u> |
| | Goal Description | <u>Support activities that provide interim assistance to low- and moderate-income households at risk of being evicted due to a COVID-19 related hardship.</u> |
| 8 | Goal Name | <u>Microenterprise Assistance</u> |
| | Goal Description | <u>Support activities that provide loans to microenterprises experiencing hardships due to COVID-19.</u> |
| 9 | Goal Name | <u>Small Business Assistance</u> |
| | Goal Description | <u>Support activities that provide loans to small businesses experiencing hardships due to COVID-19.</u> |

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Milpitas only receives Community Development Block Grant (CDBG) funding. If available and recommended in certain circumstances, the City Council may also augment the funds and contribute from local funds, such as the Community Promotion Fund (CPF). All the funds mentioned, are in efforts to serve and improve the lives of low and moderate income persons in Milpitas.

Projects

| # | Project Name |
|---|--|
| 1 | Catholic Charities of Santa Clara County |
| 2 | Child Advocates of Silicon Valley |
| 3 | Next Door Solutions to Domestic Violence |
| 4 | Senior Adults Legal Assistance (SALA) |
| 5 | Silicon Valley Independent Living Center (SVILC) |
| 6 | The Health Trust |
| 7 | YWCA Silicon Valley |

| # | Project Name |
|-----------------------------|--|
| 8 | Project Sentinel |
| 9 | LifeMoves |
| 10 ¹⁰ | Rebuilding Together Silicon Valley |
| 11 ¹¹ | Terrace Gardens – Carpet Replacement Rebuilding Together Silicon Valley |
| 12 ¹² | Terrace Gardens – Boiler Replacement Terrace Gardens – Carpet Replacement |
| 13 ¹³ | Terrace Gardens – Ice Machine Replacement Terrace Gardens – Boiler Replacement |
| 14 ¹⁴ | Silicon Valley Independent Living Center (Rent Relief Program) Terrace Gardens – Ice Machine Replacement |
| <u>15</u> | <u>Enterprise Foundation & Kiva (Microenterprise)</u> |
| <u>16</u> | <u>Enterprise Foundation & Kiva (Small Business)</u> |

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are derived through qualitative research such as surveys, public meetings, public hearings and other avenues of resident input. The research has also impacted the priority needs that address the most vulnerable population in our communities. The City Council has established the priorities every two years to address those underserved needs.

The City Council reaffirmed their CDBG priorities as follows:

Public Service Priorities:

1. Senior Services
2. Youth and Teen Services
3. Homeless services/shelters
4. Child care
5. Domestic violence prevention and supportive services/shelters
6. Code enforcement

Capital Project Priorities

1. Home repair/rehabilitation
2. Affordable housing
3. Rental apartment rehabilitation
4. Historic preservation

AP-38 Project Summary

Project Summary Information

| | | |
|----------|------------------------|--|
| 1 | Project Name | Catholic Charities of Santa Clara County |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |

| | | |
|----------|--|---|
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$20,523 |
| | Description | Investigate and resolve complaints for seniors and disabled adults in long term care facilities. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Catholic Charities' Long Term Care Ombudsman Program expects to help approximately 92 Milpitas residents. The Long Term Care Ombudsman will make visits at all long-term care facilities to ensure all clients are safe and properly cared for. |
| | Location Description | All long term care facilities in Milpitas. |
| | Planned Activities | Site visits to long term care facilities and nursing homes and provide with case management for those clients with open cases. |
| 2 | Project Name | Child Advocates of Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Children and Youth |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$10,000 |
| | Description | Provides court appointed youths with volunteers to maintain life-long mentorship and guidance. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Child Advocates of Silicon Valley expects to serve 25 Milpitas foster children. |
| | Location Description | Milpitas, CA |
| | Planned Activities | Organization will recruit, train more volunteers and providing essential mentor and guidance for youth. |
| 3 | Project Name | Next Door Solutions to Domestic Violence |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$20,523 |

| | | |
|----------|--|---|
| | Description | Next Door Solutions to Domestic Violence is a nonprofit, multi-cultural agency dedicated to providing proactive and progressive solutions to domestic violence. Next Door Solutions provides peer counseling, advocacy, legal help and support groups. Additionally, Next Door Solutions to Domestic Violence provides safe emergency shelter to victims of domestic violence and their children within a confidential and protected environment. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Next Door Solutions to Domestic Violence proposes to serve 58 Milpitas residents. |
| | Location Description | The office is located in San Jose. |
| | Planned Activities | Activities include emergency shelter, basic needs, including food and clothing, case management, and safety. |
| 4 | Project Name | Senior Adults Legal Assistance (SALA) |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$7,000 |
| | Description | Legal services in the form of advice/referrals, consultations/brief service, and legal representation will be provided to Milpitas elders in areas of law common to SALA's target population including, but not limited to, the following: Public Benefits (Social Security, SSI, Medicare, and Medi-Cal); Nursing Homes and Alternatives to Institutionalization (including Advance Directives); Elder Abuse; Housing Law, Consumer Problems; and Personal Affairs (including Simple Wills through SALA's No Fee Wills Panel). SALA will provide services through on-site appointments scheduled at intake days at least once a month at the Barbara Lee (Milpitas) Senior Center. Home visits will be made to elders in Milpitas who are homebound or who reside in nursing homes. Milpitas residents with urgent problems will also be served on an emergency basis by telephone. Milpitas residents who appear at SALA intake sites in other cities will also be served. SALA will also conduct one community education presentation annually for the participants at the Milpitas Senior Center. All services described herein will be provided by one of the attorneys on SALA's staff, a pro bono (volunteer) attorney, or a paralegal (either paid staff or volunteer). |
| | Target Date | 6/30/2020 |

| | | |
|---|--|---|
| | Estimate the number and type of families that will benefit from the proposed activities | Senior Adults Legal Assistance (SALA) expects to serve 30 Milpitas clients. |
| | Location Description | At their San Jose office, Milpitas Senior Center and Milpitas Library. |
| | Planned Activities | Legal assistance, including advising and counseling on basic rights. Facilitation access to public benefits to meet basic life needs and legal planning. |
| 5 | Project Name | Silicon Valley Independent Living Center (SVILC) |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services Public Services for Seniors |
| | Funding | CDBG: \$7,264 |
| | Description | Silicon Valley Independent Living Center (SVILC) is a nonprofit, non-residential organization which serves all people with all types of disabilities, including seniors with disabling conditions, who live in Santa Clara County. SVILC provides residents with support tools and resources needed to live interdependently, and advocates for policies that ensure equal access and opportunity for all. SVILC is a peer-driven agency run by and for people with disabilities. As one of 28 independent living centers across the State of California, SVILC is committed to the principles of self-advocacy, personal empowerment and independent living. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | The project expects to serve 44 Milpitas residents with disabilities. |
| | Location Description | San Jose |
| | Planned Activities | Assist low-income residents with disabilities in their search for affordable and accessible housing. Provide education and training workshops on how to conduct a housing search to transition from homelessness, from a health care facility, unstable or to permanent housing. |
| 6 | Project Name | The Health Trust |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services Public Services for Seniors |

| | | |
|---|--|--|
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$16,000 |
| | Description | The Health Trust Meals On Wheels program serves physically challenged, home-bound individuals, whether they are elderly, are recuperating after a recent hospitalization, or have disabilities confining them to a wheelchair. Trained drivers, most of whom are volunteers, deliver hot, nutritious meals five days a week along with frozen meals for preparation over the weekend. Drivers also provide daily wellness checks, making sure that clients are safe, alert and cared for. This service provides peace of mind not only to the clients, but also to their families. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Meals on Wheels plans to serve 16 Milpitas residents. |
| | Location Description | At each of the client's home. |
| | Planned Activities | Provide seniors with daily healthy, hot meals. |
| 7 | Project Name | YWCA Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$10,000 |
| | Description | The mission of the YWCA Support Services is to empower our diverse community to live free from domestic violence through the provision of safety, support services and self-empowerment. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | YWCA Silicon Valley expects to serve 12 Milpitas residents. |
| | Location Description | At YWCA and undisclosed emergency shelters. |
| | Planned Activities | Activities include emergency shelter, basic needs, including food and clothing, case management, and safety. |
| | Project Name | Project Sentinel |

| | | |
|---|--|--|
| 8 | Target Area | Citywide |
| | Goals Supported | Fair Housing |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$10,000 Milpitas Housing Authority: \$40,000 |
| | Description | Project Sentinel is a private nonprofit agency providing fair housing, tenant-landlord counseling and dispute resolution services to the City of Milpitas. In addition to counseling and case intake, education and outreach activities will be ongoing. Outreach activity includes: the publication of Rent Watch, a rental housing advice column; distribution of brochures, radio public service announcements and public presentations and workshops. Presentations and workshops are provided to a wide spectrum of the community: ESL classes at local schools; civic groups like the Rotary and Lions; social service agencies like Catholic Charities and Next Door Solutions; municipal offices such as the Senior Center and Community Center; housing provider associations such as the Apartment Owners Association (AOA). Program services are delivered by designated staff in the agency's Fremont office using a local Milpitas phone line and by staff in the agency's main office at 1490 El Camino Real, Santa Clara. Office hours for counseling and case intake are from 9:00 am to 4:00 pm, Monday through Friday. Evening and week-end appointments are provided when necessary. Tenant-Landlord counseling/Dispute Resolution includes all areas of concern in rental housing; however, evictions and substandard housing complaints receive priority attention. Mediations and conciliations are conducted by trained staff and volunteers. Services are delivered in a neutral, unbiased manner to all parties engaged in the rental housing relationship. Fair Housing services of community education, and complaint investigation are provided from the corporate office and other public facilities within the City of Milpitas (library, community center). HUD-certified mortgage default counseling and First Time Homebuyer workshops are open to Milpitas residents. These services are provided from Project Sentinel's office at the Milpitas Sobrato Center. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | Project Sentinel will provide service for 320 Milpitas residents. |
| | Location Description | At various venues in Milpitas and also their Santa Clara office. |
| | Planned Activities | Provide educational presentations, outreach, and brochures at a variety of venues. Provide information and referral services and investigate cases of alleged discrimination. |
| 9 | Project Name | LifeMoves |
| | Target Area | Citywide |
| | Goals Supported | Homelessness |
| | Needs Addressed | Homeless |

| | | |
|-----------|--|--|
| | Funding | CDBG: \$136,677 |
| | Description | LifeMoves will make high-priority repairs to Georgia Travis Center. The Georgia Travis Center provides emergency and transitional housing for homeless women and children in Santa Clara County. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | LifeMoves proposed to serve 120 Milpitas clients. |
| | Location Description | Georgia Travis Center |
| | Planned Activities | Funding will be used for emergency repairs for the homeless shelter. |
| 10 | Project Name | Rebuilding Together Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Affordable Housing |
| | Needs Addressed | Affordable Housing |
| | Funding | CDBG: \$175,000 |
| | Description | Rebuilding Together will preserve and maintain affordable housing and provide a safe and secure living environment for very low and low-income households through housing rehabilitation |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | 46 low income, owner occupied housing units will be repaired. |
| | Location Description | Various homes throughout Milpitas. |
| | Planned Activities | Low to moderate income owner-occupied, minor and emergency housing rehabilitation. |
| 11 | Project Name | Terrace Gardens Senior Housing, Inc.- Community Room Carpet |
| | Target Area | Citywide |
| | Goals Supported | Affordable Housing |
| | Needs Addressed | Affordable Housing |

| | | |
|----|--|---|
| | Funding | CDBG: \$15,000 |
| | Description | The project will replace the carpeting in their community room. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | 184 residents will benefit. |
| | Location Description | 186 Beresford Court |
| | Planned Activities | The project will replace the carpeting in their community room, which is used on a daily basis for Resident events. |
| 12 | Project Name | Terrace Gardens Senior Housing, Inc.– Commercial Ice Machine Replacement |
| | Target Area | Citywide |
| | Goals Supported | Affordable Housing |
| | Needs Addressed | Affordable Housing |
| | Funding | CDBG: \$7,000 |
| | Description | The project proposed will replace their commercial ice machine. |
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | 184 residents will benefit. |
| | Location Description | 186 Beresford Court |
| | Planned Activities | Funding will be used for the replacement of the commercial ice machine, which is used daily for meal services and events. |
| 13 | Project Name | Terrace Gardens Senior Housing, Inc.- Boiler in Community Building |
| | Target Area | Citywide |
| | Goals Supported | Affordable Housing |
| | Needs Addressed | Affordable Housing |
| | Funding | CDBG: \$62,000 |
| | Description | Replace the boiler in the Community building. |

| | | |
|-----------|--|--|
| | Target Date | 6/30/2020 |
| | Estimate the number and type of families that will benefit from the proposed activities | 184 residents will benefit. |
| | Location Description | 186 Beresford Court |
| | Planned Activities | Funding will be used for the replace the boiler in the Community building, used daily for providing meal services and events to residents. |
| <u>14</u> | Project Name | <u>Silicon Valley Independent Living Center (CDBG-CV)</u> |
| | Target Area | <u>Citywide</u> |
| | Goals Supported | <u>Community Funding/Public Services</u> |
| | Needs Addressed | <u>Community Services</u> |
| | Funding | <u>CDBG-CV: \$118,329</u> |
| | Description | <u>This project will assist low and moderate-income households experiencing a COVID-19 related hardship and who are at risk of being evicted due to non-payment of rent.</u> |
| | Target Date | <u>2021</u> |
| | Estimate the number and type of families that will benefit from the proposed activities | <u>An estimated 25 low and moderate-income households will benefit from the proposed activities.</u> |
| | Location Description | <u>At various homes throughout Milpitas</u> |
| | Planned Activities | <u>Funding will be used to provide interim rental assistance</u> |
| <u>15</u> | Project Name | <u>Enterprise Foundation & Kiva – Microenterprise (CDBG-CV)</u> |
| | Target Area | <u>Citywide</u> |
| | Goals Supported | <u>Non-Housing Community Development</u> |
| | Needs Addressed | <u>Economic Development</u> |
| | Funding | <u>\$150,000</u> |
| | Description | <u>This project will provide loans to support activities to microenterprises experiencing hardships due to COVID-19.</u> |
| | Target Date | <u>2021</u> |

| | | |
|-----------|--|---|
| | <u>Estimate the number and type of families that will benefit from the proposed activities</u> | <u>Funding will be used to assist 29 LMC microenterprise owners with \$5,000 loans</u> |
| | <u>Location Description</u> | <u>At various microenterprises located in the City of Milpitas</u> |
| | <u>Planned Activities</u> | <u>Funding will be used to provide additional financial support to microenterprises experiencing hardships due to COVID-19</u> |
| <u>16</u> | <u>Project Name</u> | <u>Enterprise Foundation & Kiva – Small Business (CDBG-CV)</u> |
| | <u>Target Area</u> | <u>Citywide</u> |
| | <u>Goals Supported</u> | <u>Non-Housing Community Development</u> |
| | <u>Needs Addressed</u> | <u>Economic Development</u> |
| | <u>Funding</u> | <u>\$50,000</u> |
| | <u>Description</u> | <u>This project will provide loans to support LMC job creation and job retention activities to small businesses experiencing hardships due to COVID-19.</u> |
| | <u>Target Date</u> | <u>2021</u> |
| | <u>Estimate the number and type of families that will benefit from the proposed activities</u> | <u>Funding will be used to assist 9 small businesses with \$5,000 loans to create or retain LMC jobs</u> |
| | <u>Location Description</u> | <u>At various small businesses located in the City of Milpitas</u> |
| | <u>Planned Activities</u> | <u>Funding will be used by small businesses experiencing hardships due to COVID-19 to create or retain LMC jobs.</u> |

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City of Milpitas does not set geographic concentration areas for assistance. Instead the City helps fund organizations that provide supportive services to low and moderate income individuals throughout the City.

Geographic Distribution

| Target Area | Percentage of Funds |
|--------------------|----------------------------|
| | |

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable

Discussion

Not applicable

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City adopted Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments over 10 units requires 15% affordable units. The Ordinance On March 5, 2019, the City established residential and non-residential affordable housing fees.

| One Year Goals for the Number of Households to be Supported | |
|--|-------|
| Homeless | 0 |
| Non-Homeless | 200 |
| Special-Needs | 1,500 |
| Total | 1,700 |

Table 9 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through | |
|--|-----|
| Rental Assistance | 0 |
| The Production of New Units | 112 |
| Rehab of Existing Units | 43 |
| Acquisition of Existing Units | 50 |
| Total | 205 |

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The high cost of land has been an obstacle in developing affordable housing projects. The City has committed \$6,500,000 to fund a 100% affordable housing building complete with 101 deeply affordable units and one above moderate managers unit. Additionally, the City has received City Council approval to modify our loan agreement on the MonteVista apartments, which will deed restrict 50 previously market rate units at 80% AMI for 40 years.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is one Project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The Project-based Section 8 vouchers provides rental assistance for each unit between the Department of Housing and Urban Development (HUD) established Fair Market Rent (FMR) for the area and what the tenant can afford to pay. Its aim is to be competitive with the local market thus incentivizing the owner to rent to low income households. The City has agreed to extend the HUD contract for another five years.

Actions planned during the next year to address the needs to public housing

This is not applicable to the City of Milpitas as there are no public housing units owned or managed by the Housing Authority of the County of Santa Clara in the City.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There are no public housing units in the City of Milpitas.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County of Santa Clara and the City have designated homelessness as a critical issue. Although the total homeless population is declining as a whole, there still remains 7,394 homeless persons. In Santa Clara County's 2017 Point-in-Time Census & Survey Comprehensive Report, the survey identified a total of 66 unsheltered homeless persons in Milpitas. Notably, there was a decrease by 46% unsheltered homeless persons in Milpitas. Given the complexity of homelessness, interagency and interregional collaboration is crucial in solving the homeless issue. The City is gearing up for the next Point-in-Time Census & Survey and will work with the County.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Milpitas partners with Santa Clara County Continuum of Care to conduct the bi-annual Homeless Point in Time survey. In January 2017, Point-in-Time Count was conducted by the County of Santa Clara, the City of San Jose and Applied Survey Research for the 2017 Santa Clara County's biennial Point-in-Time count of homeless persons as required by the U.S. Department of Housing and Urban Development (HUD). The group, along with volunteers, did a physical count of those individuals residing outside a sheltered home i.e. parks, vehicles, highways, creeks etc. The survey and count was crucial as it is used for important qualitative and quantitative data as a representative sample to understand where they resided and respond to any immediate needs. The homeless were surveyed about a variety of issues including shelter, services and assistance. Staff will also participate in the preparation of the upcoming 2019 bi-annual Santa Clara Homeless Census Survey.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Milpitas will address emergency shelter and transitional housing needs of homeless persons by continuing to fund organizations that provide emergency housing. In the upcoming year, the City provided over \$30,253 to organizations that provided emergency shelter to homeless individuals or at-risk, which includes victims of domestic violence and an additional \$136,677 in emergency shelter repairs. The organizations that have provide emergency shelter include Next Door Solutions to Domestic Violence, YWCA and LifeMoves.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families

experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

On February 2, 2016, City Council members adopted Resolution No. 8523, finding that the problem of homelessness constitutes a crisis and consider policy options for funding affordable housing to house homeless people. The City will continue to fund and participate in the County Point-in-Time Census to identify all unsheltered persons.

CDBG Funded

- **Next Door Solutions to Domestic Violence:** Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for victims of domestic violence and his/her children. The organization also provides undisclosed emergency shelter when requested and needed by the individual and/or family.
- **YWCA Silicon Valley (YWCA):** YWCA Silicon Valley empowers women and her children to end racism and violence through offering supportive services for self-improvement and undisclosed emergency shelter for short-term to a longer amount of time if needed. YWCA also provides clients referrals to permanent housing if possible, and available.
- **LifeMoves:** LifeMoves provides emergency, interim and permanent supportive housing. Clients are provided with shelter, food, clothing, intensive case management, and intensive supportive services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Milpitas is involved and participates in the Santa Clara County Continuum of Care that is dedicated to ending and preventing homelessness in the County. The Santa Clara County Continuum of Care has community-wide efforts to end homelessness through fostering relationships, program and systematic changes.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private

agencies that address housing, health, social services, employment, education, or youth needs.

As mentioned in the previous paragraph of CDBG funded programs related to emergency shelter, the City also funds organizations that take proactive measures in helping individuals in need of legal help, youth needs and concerns and fair housing so that he/she can become informed of his or her rights before the individual is forced into homelessness.

CDBG and City Local Funds

- Child Advocates of Silicon Valley: Child Advocates connect court appointed special advocates (CASAs) to foster children. These volunteers must make a commitment to the children for a long-term, many for his or her entire life. The consistent support of the CASA is often the only adult that steadily remains with them providing crucial mentorship. In foster children, according to a HUD's report, "Housing for Youth Aging out of Foster Care," found that as high as thirty-seven percent (37%) will enter homelessness at one point as youths and an additional fifty percent (50%) will face unstable housing after transition. By providing a CASA, this will be one stable support in his or her life which has spastically proven to develop productive individuals. Many of the children with CASAs, have higher rates of high school graduation than the national average. The program provides essential holistic approach to help these children to become successful and prevent homelessness.
- Seniors Adults Legal Assistance (SALA): SALA is committed to providing free-legal services to seniors. Legal services that SALA provides ranges from: public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills and housing – related to Landlord-Tenant issues. Often, many seniors do not know his or her housing rights or sign over the will of their house without knowing, and with fixed income, many are unable to provide legal help. SALA provides legal help free of charge for these low to extremely-low income seniors.

Discussion

Please see discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Along with other jurisdictions in Santa Clara County, the City of Milpitas is facing many obstacles in creating more affordable housing. The many constraints that the City is facing is the limited amount of developable land, government constraints, infrastructure and public facilities constraints, environmental, housing for persons with disabilities, and financing and construction costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house homeless.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted an Affordable Housing Ordinance No. 297 which requires that any new developments with projects of ten (10) or more units must include fifteen percent (15%) of very-low or low-income units for rental and 15% of moderate income units for ownership. The units should be affordable for over 55 years.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the construction of affordable units.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, a qualified applicant from the waiting list will have the ability to purchase a home in Milpitas at one of the various developments throughout the City from one to three bedrooms. For qualified very-low to low income

households, the City also provides a deferred, 3% loan of up to \$50,000.

Fair Housing

Milpitas provides CDBG and Housing Authority funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Discussion:

Please see discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

The most significant obstacle to addressing the underserved needs for fiscal year 2019-2020 is the lack of sufficient federal, state, and local funds to carry out all the necessary programs, activities and projects.

Actions planned to address obstacles to meeting underserved needs

The diminishing amount of funds continues to be the most significant obstacle to addressing the needs of underserved populations. To address this, the City supplements its CDBG funding with other resources and funds, such as:

- The City of Milpitas Affordable Housing Fund is used primarily to increase the number of new affordable housing units. It is funded through the mitigation fees required from developers of resident projects.

The City recently adopted the Affordable Housing Ordinance which requires that any new developments with projects of ten (10) or more units must include fifteen percent (15%) of very-low or low-income units for rental and 15% of moderate income units for ownership.

- The City's provides loans on an ongoing, as qualified basis for BMR applicants to qualify for purchasing an available BMR unit.
- Rehabilitation Loan Program provides deferred, low-interest loans for rehabilitation and preservation of the City's stock of BMR ownership units.
- The County distributes federal McKinney Homeless Assistance funds to organizations in the county that provide services to homeless persons and persons at-risk of homelessness.
- The California Tax Credit Allocation Committee (CTCAC) holds two application cycles for Low Income Housing Tax Credits each year. Local non-profits apply directly to the CTCAC for these funds when they have identified a project.
- The Housing Trust Silicon Valley is a nonprofit organization that combines private and public funds to support affordable housing activities in the County, including assistance to developers and homebuyers.
- The Mortgage Credit Certificate (MCC) Program provides assistance to first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions in the County, including the City.

Measure A Affordable Housing Bond was approved by voters in November 2016 that approved \$950 million dollars for the County to address housing needs for the most vulnerable residents, those in the extremely low-income households.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers in affordable housing through the following ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted an Affordable Housing Ordinance which requires that any new developments with projects of ten (10) or more units must include fifteen percent (15%) of very-low or low-income units for rental and 15% of moderate income units for ownership. The units should be affordable for over 55 years.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City from one to three bedrooms. For qualified very-low to low income households, the City also provides a loan of up to \$50,000.

Housing Trust Silicon Valley

Housing Trust Silicon Valley provided financial support for 86 affordable housing projects of \$55.7 million, which funded over 5,059 affordable rental units. In addition made 2,306 loans to homebuyers,

totaling over \$44.9 million. Lastly, Housing Trust of Silicon Valley provided homeless grants of over \$3.4 million to assist over 5,954 individuals.

Fair Housing

Project Sentinel is an organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from State's Department of Health Service and Federal Government for Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include: community outreach screen, case management and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition the City publicize and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department. In addition, projects undergoing rehabilitation, under the City's Rehabilitation, provides technical assistance and abatement of lead based paints.

Actions planned to reduce the number of poverty-level families

- As stated prior, the City of Milpitas will follow these actions:
- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the homeless problem and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness.
- Address the employment and income needs of individuals and families who are economically disadvantaged, including persons who are homeless, who have disabilities, and those who are participating in the County of Santa Clara Welfare-to-Work Programs.

- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty.
- Per Section 3, if there are HUD funded projects that can create direct economic opportunities must take every effort to recruit, target and directed towards low and very low income residents and businesses.

Actions planned to develop institutional structure

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. Collaborative efforts include:

- Regular quarterly meetings between entitlement jurisdictions at the CDBG Coordinators Meeting and Regional Housing Working Group
- Joint jurisdiction Request for Proposals and project review committees
- Coordination on project management for projects funded by multiple jurisdictions. Recent examples include the effort by the County to create a regional affordable housing fund, using former redevelopment funds that could be returned to the County to use for affordable housing. Another effort underway involves the possible use of former redevelopment funds to create a countywide pool for homeless shelters and transitional housing. These interactions among agencies generate cohesive discussion and forums for bridging funding and service gaps on a regional scale.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

Discussion:

Please see discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I) (1, 2, 4)

Introduction:

The City of Milpitas only receives CDBG funds and will receive the following program income for FY19-20.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|--|----------------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | \$8,959 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | \$8,959 |

Other CDBG Requirements

| | |
|---|-------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 0.00% |

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Milpitas received an initial Community Development Block Grant (CDBG) entitlement grant of \$676,413. In March 2020, the declaration of the pandemic outbreak of COVID-19, and subsequent shelter in place orders, would require City staff to deviate from standard CDBG operating procedures. Specifically, HUD notified all grantees that additional funding would soon be available, with more flexible guidelines for their use, and with guidance as to how to quickly distribute those funds.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law in response to the growing public health and resulting economic crisis. This \$2 trillion stimulus measure provided widespread relief for the private and public sector, including individual Americans. The CARES Act allocated an additional \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus. Of this amount, \$2 billion (tranche 1) was allocated to entitlement grantees using the same allocation formula as the FY20-21 funds, \$1 billion (tranche 2) was allocated to states and insular areas, and the remaining \$2 billion (tranche 3) will be allocated at the discretion of the Secretary of Housing and Urban Development (HUD) based on need and other factors.

On April 2, 2020, HUD announced that Milpitas would receive \$397,911 in CDBG-CV funds (from tranche 1). Additionally, the CARES Act provides new flexibility for entitlement Cities such as Milpitas to use formula CDBG and CDBG-CV funds and authorized HUD to grant waivers to approve the expenditure of these funds.

On June 23, 2020, the Milpitas City Council approved the allocation of \$397,911 in CDBG-CV funds to be allocated to the Enterprise Foundation & Kiva to administer a Small Business Assistance program and to the Silicon Valley Independent Living Center to administer the City's Pilot Rent Relief Program. These funds were allocated through an amendment to the FY 19-20 Annual Action Plan.

In a standard year, HUD allows up to 15% of the allocation for public services, 20% for general administration and a 65% for capital projects. However, the CARES Act eliminated the cap on public service funding when the funds are used on COVID-19 related activities. Additionally, Milpitas had \$290,039 in prior year unused funding, which the CARES Act allows to be allocated for COVID-19 related activities. In total, the City of Milpitas awarded \$1,364,363 in CDBG formula, CDBG-CV, and prior year unused funds. However, in accordance with HUD guidelines, the \$397,911 in CDBG-CV funds were allocated through an amendment to the FY19-20 Annual Action Plan. The following will breakdown how the remaining \$887,459 were allocated:

The CDBG Funding Subcommittee recommended allocating a total of \$704,293 in CDBG formula and CDBG-CV funds for public services applications submitted by 16 different public service providers. These public services represent activities that prevent, prepare for, and respond to coronavirus such as the Milpitas Rent Relief Program, Meals on Wheels for the elderly, long term ombudsman care program, social isolation support for seniors, Milpitas Food Pantry support, and funding for Terrace Gardens, a low and very-low income senior affordable housing development, to provide meal delivery for each resident. Non-Coronavirus funds include housing assistance for persons with disabilities, general youth and senior services, and senior legal assistance.

The CDBG Funding Subcommittee recommended allocating \$245,205 in CDBG formula funds to two different organizations for three separate capital projects. These projects include: (1) replacing two commercial ovens at Terrace Gardens, (2) improving the quality of life for low-income, aging, and/or physically challenged adults via Rebuilding Together Silicon Valley; and (3) 10-12 roof replacements at the Sunnyhills apartment complex. Sunnyhills is the only project based TBRA development in the City of Milpitas, with 149 of the 171 units designated as affordable at 80% AMI. Residents in these units pay 30% of their rent, per HUD guidelines. The remaining 22 units are market rate but are occupied by individuals who qualify at 80% AMI. However, these units do not receive a subsidy.

The CDBG Funding Subcommittee allocated 20% of the CDBG formula and CDBG-CV funding, or \$214,865 will be for planning, administration, and fair housing assistance. Of the total, \$56,290 will be used for fair housing services through Project Sentinel, while the balance of \$158,575 will be used for staff time in administering the CDBG program.

Given the expedient need for the CDBG funds to be allocated, HUD has lowered the threshold for community noticing and public comment to at least 5 days prior to a public hearing. Additionally, each grantee will determine what constitutes reasonable public notice and outreach to justify sufficient noticing. The City plans to post the public hearing notice on its website, and it will send an email to all known interested community members, CDBG applicants, the Community Advisory Commission, and other agencies or individuals who can further Citizen Participation. On June 23, 2020, the Milpitas City Council held a virtual public hearing, received public comments and moved to close the public hearing. After discussion, the City Council approved the CDBG funding and the Annual Action Plan in accordance with the amounts listed in this document.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The objectives and outcomes identified in this Consolidated Plan to allocate CDBG funds and action taken by Annual Action Plan will be directed towards accomplishing the following priority housing and community development needs in Milpitas:

- Affordable Housing Development and Preservation
- Maintain and preserve existing housing
- Support public services that serve lower income persons that include these groups:
 - The homeless
 - Children and youth
 - Special needs populations
 - Seniors
- Public Improvements including increasing accessibility and improving public facilities.

3. Evaluation of past performance

City of Milpitas has had successful implementation of all projects included in the plan. The projects have met all timeliness deadlines and have benefitted low and moderate income residents.

4. Summary of Citizen Participation Process and consultation process

Prior to the onset of COVID-19, the City of Milpitas fully complied with its Citizen Participation Plan requirements. Public Notice was sent informing all current, former, and additional interested parties of the availability of funding. The potential applicants were given from September 16 to October 31, 2019, or 45 days, to apply for funding.

The City held a public hearing with the Community Advisory Commission (CAC) on February 5, 2020 to review applications and hear applicant presentations. The CAC made their recommendations for funding to the CDBG Funding Subcommittee. The Subcommittee recommended re-opening the application period for a period not to exceed 30 days. The City re-opened the application period from March 1 to March 31, 2020. However, during this re-opened application period, the timeline and process for allocating CDBG, and the newly established CDBG-CV funds, would change.

Given the expedient need for the CDBG-CV funds to be allocated, HUD has granted jurisdictions a waiver to expedite completing substantial amendments to the Consolidated Plan and Citizen Participation Plan. Additionally, the waiver reduces the threshold for community noticing and public comment to at least 5 days prior to a public hearing. Finally, each grantee will determine what constitutes reasonable public notice and outreach to justify sufficient noticing. On June 16, 2020, the City of Milpitas submitted their request for a waiver to their Citizen Participation Plan to the San Francisco HUD field office. On June 18, 2020, the City posted the public hearing notice on its website, sent an email to all known interested community members, CDBG applicants, the Community Advisory Commission, and other agencies or individuals who can further Citizen Participation.

The Public Hearing was held virtually on June 23, 2020 beginning at 5:30pm.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

**To be updated after the public hearing*

6. Summary of comments or views not accepted and the reasons for not accepting them

**To be updated after the public hearing*

7. Summary

Following the requirements of the Citizen Participation Plan, the CAC made their estimated funding recommendations to the CDBG Funding Subcommittee on February 5, 2020. On June 15, 2020, the CDBG Subcommittee made their final allocation recommendations to the City Council. The draft Annual Action Plan and funding recommendations were released to the public for a 5-day review period beginning June 18, 2020. The Milpitas City Council held a virtual public hearing and approved the FY 20-21 Annual Action Plan on June 23, 2020. All HUD requirements including citizen participation have been met.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|--------------------|----------|---------------------------|
| CDBG Administrator | MILPITAS | Building Safety & Housing |

Table 1 – Responsible Agencies

Narrative (optional)

The City of Milpitas – Building Safety & Housing Department is the lead agency for the United States Department of Housing and Urban Development (HUD) entitlement program, Community Development Block Grant (CDBG).

Pursuant to the Department of Housing and Urban Development (HUD) funding requirements and in conformance with 24 CFR Part 91, Consolidated Submission for Community Planning and Development Programs, City of Milpitas has prepared and adopted the 2020-2021 Annual Action Plan. The Action Plan is submitted annually and describes the eligible programs, projects and activities to be undertaken with funds that are expected to be made available during the fiscal year 2020-2021 and their relationship to the City's priorities and needs for housing, homelessness and community development laid out in the Five-Year Consolidated Plan.

In 2017, City of Milpitas submitted its Five-Year Consolidated Plan (2017-2022) to HUD. The Milpitas Consolidated Plan has been reviewed and approved by HUD. The Consolidated Plan identifies the long-term goals and objectives achieved and consistent with the annual Action Plan Report. Included with the submission of the Action Plan is the Standard Form 424, Proposed Projects and Certifications as required the by Community Development Block Grant (CDBG) Program regulations. The goals and objectives identified in the Milpitas Action Plan are in full compliance with the approved and adopted policies and procedures outlined in the Milpitas CDBG Citizen Participation Plan.

The public review and comments period for the Draft Annual Action Plan is June 18 - June 23, 2020. The City Council reviewed the Consolidated Plan and adopted it on June 23, 2020.

The City of Milpitas has updated its Analysis of Impediments (AI) to Fair Housing Choice Report in 2016 in anticipation of the preparation for the future Consolidated Plan (2018-2023). The previous AI Report was adopted in 2011.

In May 2015, City of Milpitas General Plan Housing Element (2015-2023) was certified by State of California Department of Housing and Community Development (HCD). The Milpitas City Council reviewed and adopted its Housing Element on April 28, 2015.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Milpitas requested a number of consultations with a multitude of stakeholders in the development of the Annual Action Plan. The City of Milpitas solicited comments and public input for 5 days for the draft Annual Action Plan. In addition, the City posted the public hearing notice on its website, sent an email to all known interested community members, CDBG applicants, the Community Advisory Commission, and other agencies or individuals who can further Citizen Participation. Public notices were sent out notifying the public hearings for the CAC funding recommendations and at the City Council virtual public hearing.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City participates in a quarterly meeting with all local jurisdictions, including the Housing Authority and HUD to discuss housing cooperation. City staff continues to maintain dialogue with all service providers, public and private to enhance services or if the City can connect service providers for better coordination of service deliveries. Also regionally, housing coordinators attend a weekly call to share information, seek assistance of housing issues not limited to CDBG and HOME.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Santa Clara County Continuum of Care (CoC) is a multi-sector group of stakeholders guiding the implementation of the County’s housing and service system to meet the need and prevent and end homelessness. The CoC includes: 1) permanent housing, 2) emergency shelter with outreach and assessment services, 3) transitional housing with support services, and 4) prevention services. In 2015, the City of Milpitas participated in the preparation of the Community Plan to End Homelessness in Santa Clara County. The Plan identifies strategies to address the needs of homeless persons in the county.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Milpitas does not receive Emergency Shelter Grant (ESG) funding however the City participates with the CoC to address homeless issues.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

| | | |
|---|--|--|
| 1 | Agency/Group/Organization | Project Sentinel |
| | Agency/Group/Organization Type | Service-Fair Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Fair Housing |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Project Sentinel attended a community meeting to voice the needs on behalf the community and seek continued support for fair housing and tenant landlord mitigation services. The City will continue to support fair housing services. |
| 2 | Agency/Group/Organization | Catholic Charities of Santa Clara County Long Term Care Ombudsman Program |
| | Agency/Group/Organization Type | Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Catholic Charities attended to voice the need for those living in long term care. |
| 3 | Agency/Group/Organization | Child Advocates of Silicon Valley |
| | Agency/Group/Organization Type | Services-Children |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Child Advocates attended to voice the need for the children in the foster care system. |
| 4 | Agency/Group/Organization | Next Door Solutions to Domestic Violence |
| | Agency/Group/Organization Type | Services - Victims |

| | | |
|---|--|---|
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Next Door Solutions to Domestic Violence attended to voice the need for services for families experience abuse. |
| 5 | Agency/Group/Organization | Senior Adults Legal Assistance (SALA) |
| | Agency/Group/Organization Type | Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from SALA attended to voice the need for continuing legal services for senior persons. |
| 6 | Agency/Group/Organization | Silicon Valley Independent Living Center |
| | Agency/Group/Organization Type | Housing Services – Interim Assistance (Rent Relief) Services – Elderly Person Services – Persons with Disabilities Services – Homeless |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Disproportionately Greater Need: Housing Cost Burdens |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from SVILC attended to voice the need for providing additional rent relief services as well as other housing needs and referrals to partner organizations. |
| 7 | Agency/Group/Organization | The Health Trust |
| | Agency/Group/Organization Type | Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |

| | | |
|----|--|---|
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from The Health Trust attended to voice the need for to continue services for Meals on Wheels. |
| 8 | Agency/Group/Organization | YWCA |
| | Agency/Group/Organization Type | Services - Victims |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from YWCA attended to voice the need for continued services for persons experiencing domestic abuse. |
| 9 | Agency/Group/Organization | Rebuilding Together Silicon Valley |
| | Agency/Group/Organization Type | Services - Housing |
| | What section of the Plan was addressed by Consultation? | Housing Need Assessment |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Rebuilding Together Silicon Valley attended to voice the need for continued services for low-income home repairs. |
| 10 | Agency/Group/Organization | Terrace Gardens Senior Housing, Inc. |
| | Agency/Group/Organization Type | Housing Services - Housing Services-Elderly Persons |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from Terrace Gardens attended to voice the need for services for senior person(s). |
| 11 | Agency/Group/Organization | LifeMoves |
| | Agency/Group/Organization Type | Housing |

| | | |
|----|--|---|
| | | Services - Housing Services - Homeless housing need assessment |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically homeless Homeless Needs - Families with children Homeless Needs - Veterans |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email, Milpitas Post and City's website. A staff member from LifeMoves attended to voice the need for continued services for the homeless populations they serve. |
| 12 | Agency/Group/Organization | Enterprise Foundation/KIVA |
| | Agency/Group/Organization Type | Economic Development |
| | What section of the Plan was addressed by Consultation? | Non-Housing Community Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email. A staff member from Enterprise Foundation attended to voice the need for microenterprise and small business assistance for the small business community in Milpitas |
| 13 | Agency/Group/Organization | Milpitas Senior Center |
| | Agency/Group/Organization Type | Elderly Households Services - Seniors |
| | What section of the Plan was addressed by Consultation? | Non-Homeless Special Needs |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email. A staff member from the Milpitas Senior Center attended to voice the need for continued services for the senior populations they serve. |
| 14 | Agency/Group/Organization | Milpitas Unified School District |
| | Agency/Group/Organization Type | Services - Children Services - Food programs |

| | | |
|----|--|--|
| | | Services - Public Facility Access |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Food programs Homeless Needs - Families with children Non-Housing Community Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email. A staff member from MUSD attended to voice the need for continued services for the student population they serve. |
| 15 | Agency/Group/Organization | Milpitas Food Pantry |
| | Agency/Group/Organization Type | Services - Food programs |
| | What section of the Plan was addressed by Consultation? | Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Housing Community Development |
| | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination? | The surrounding organizations were contacted via email. A staff member from Milpitas Food Pantry attended to voice the need for continued services for the homeless and non-homeless populations they serve. |

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not consult with nearby correctional facility or child welfare entities. The organization has various partnerships with the County and the City works with those organizations indirectly through the several partnerships through the County and sub-recipients funded and outlined in this Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|-------------------|------------------------------------|--|
| Continuum of Care | Regional Continuum of Care Council | The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to support activities to prevent and end homelessness. |

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|-------------------------------------|-------------------|---|
| City of Milpitas Housing Element | City of Milpitas | The Housing Element serves as a policy guide to help the City meet its existing and future housing needs. This effort aligns with the Strategic Plan's goal to assist in the creation and preservation of affordable housing. |

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Annual Action Plan is the implementation tool from the Consolidated Plan. The Annual Action Plan funding is guided by the goals and priorities from the Consolidated Plan. The Consolidated Plan went through the Citizen Participation Plan.

The citizen participation process includes holding several public community meetings and workshops for maximum citizen participation. Also, City staff worked closely with the City’s Community Advisory Commission (CAC) and the CDBG Subcommittee, who are now the recommending body to the City Council in the CDBG allocation process. The CAC and CDBG Subcommittee held a number of meetings (listed below) to discuss the allocations for FY20-21 and CDBG-CV funds.

The City conducted 6 total meetings to discuss CDBG allocations, 2 of which were public hearings. Noticing for the public hearings were done in accordance with the Citizen Participation Plan, which has been amended in accordance with HUD guidelines. The CDBG Subcommittee is now the recommending body to the City Council in the CDBG process.

Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|-------------------------|------------------------------|---------------------------------|--|--|---------------------|
| 1 | News-paper ad | Non-targeted/broad community | Opening the application period | No comments were received | n/a | |
| 2 | Application Workshop #1 | Non-targeted/broad community | 3 Attendees | General comments & questions about the CDBG application and process. | n/a | |
| 3 | Application Workshop #2 | Non-targeted/broad community | 10 Attendees | General comments & questions about the CDBG application and process. | n/a | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (if applicable) |
|------------|-----------------------------------|------------------------------|---|---|--|---|
| 4 | Public Hearing (CAC) | Non-targeted/broad community | No comments were received | Four comments from the public were made during the Public Hearing, offering appreciation for the work of Rebuilding Together Silicon Valley | n/a | http://www.ci.milpitas.ca.gov/pdfs/Commissions/cac/2020/020520/Minutes.pdf |
| 5 | CDBG Subcommittee Meeting | Non-targeted/broad community | No comments were received | No comments were received | n/a | http://www.ci.milpitas.ca.gov/pdfs/subcommittee/cdbg/2020/022820/Minutes.pdf |
| 6 | News-paper ad | Non-targeted/broad community | Re-opening the application period for another 30 days | No comments were received | | |
| 7 | Virtual Public Meeting | Non-targeted/broad community | No comments were received | No comments were received | | http://www.ci.milpitas.ca.gov/pdfs/Commissions/cac/2020/040120/Minutes.pdf |
| 8 | Virtual CDBG Subcommittee Meeting | Non-targeted/broad community | No comments were received | No comments were received | | http://www.ci.milpitas.ca.gov/pdfs/subcommittee/cdbg/2020/052120/Minutes.pdf |
| 9 | Virtual CDBG Subcommittee Meeting | Non-targeted/broad community | No comments were received | No comments were received | | http://www.ci.milpitas.ca.gov/pdfs/subcommittee/cdbg/2020/061520/agenda.pdf |
| 10 | Public Hearing | Non-targeted/broad community | | | | |

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Milpitas will receive \$676,413 for fiscal year 2020-2021 in CDBG funds. The City will also use \$290,039 in unused allocation from prior years FY14-18 for COVID-19 related activities.

Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan | Narrative Description |
|--|------------------|--|----------------------------------|----------------|----------------------|-------------|--|--|
| | | | Annual Allocation | Program Income | Prior Year Resources | Total | | |
| CDBG | public - federal | Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services | \$676,413 | \$8,959 | \$608,734 | \$1,294,106 | \$2,705,652 | The expected remainder amount is calculated on the total amount in Year 1 multiplied by 4 years. |
| FY14-18 Prior Year Unused CDBG Funds | public - federal | These funds will be used for COVID-19 related activities | \$290,039 | | | | \$290,039 | |

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Not applicable, the City does not match federal funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There are two parcels controlled by the City. One parcel, located at 1432 S. Main Street, is owned by Milpitas Housing Authority and is approximately 0.9 acres in size. Currently the parcel is occupied by commercial tenants but the land is zoned as high density multi-family residential. The other parcel, approximately 1.7 acres, is located adjacent to the Milpitas Housing Authority property and is owned by the City of Milpitas. That City parcel is also occupied by commercial business but is also zoned for multi-

family residential use. The City is currently working on a partnership with the County of Santa Clara to potentially develop both parcels for affordable housing units. The City hopes to sell these parcels to the County by the end of 2020.

Discussion

Please see discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|------------|--|------------|----------|--|-----------------|--|--------------------|------------------------|
| 1 | Maintain and Preserve Existing Housing | 2017 | 2022 | Affordable Housing Non-Homeless Special Needs | Citywide | Affordable Housing Development and Preservation | CDBG: \$245,205 | TBD |
| 2 | Fair Housing | 2017 | 2022 | Affordable Housing Non-Housing Community Development | Citywide | Community Services | CDBG: \$56,290 | TBD |
| 3 | Public Services for Seniors | 2017 | 2022 | Non-Homeless Special Needs Non-Housing Community Development | Citywide | Community Services | CDBG: \$91,243 | TBD |
| 4 | Public Services for Children and Youth | 2017 | 2022 | Non-Homeless Special Needs Non-Housing Community Development | Citywide | Community Services | CDBG: \$25,000 | TBD |
| 5 | Affordable Housing Rental Rehabilitation | 2017 | 2022 | Affordable Housing | Citywide | Affordable Housing Development and Preservation | CDBG: \$20,000 | TBD |
| 6 | Community Funding/Public Services | 2017 | 2022 | Homeless Non-Homeless Special Needs Non-Housing Community Development | Citywide | Community Services | CDBG: \$226,650 | TBD |

| | | | | | | | | |
|---|-------------------------------------|------|------|--|----------|--|--------------------|---|
| 7 | Homelessness | 2017 | 2022 | Homeless | Citywide | Community Services | CDBG: \$0 | n/a |
| 8 | Public Services/ Interim Assistance | 2020 | 2022 | Homeless Non-Homeless Special Needs | Citywide | Community, Public, and Neighborhood Sustainability | CDBG-CV: \$223,071 | Provide 35 LMC households with up to \$3,500 in rental assistance |

Table 6 – Goals Summary

Goal Descriptions

| | | |
|---|-------------------------|--|
| 1 | Goal Name | Maintain and Preserve Existing Housing |
| | Goal Description | Rental units rehabilitated: 0 units, however, capital improvements are being made to the apartment complex; Homeowner Housing Rehabilitated: 46 |
| 2 | Goal Name | Fair Housing |
| | Goal Description | Promote fair housing choice. |
| 3 | Goal Name | Public Services for Seniors |
| | Goal Description | Support activities that provide community services to low income and special needs households. |
| 4 | Goal Name | Public Services for Children and Youth |
| | Goal Description | Support activities that provide community services to low income and special needs households. |
| 5 | Goal Name | Affordable Housing Rental Rehabilitation |
| | Goal Description | Assist in the creation and preservation of affordable housing opportunities for low income and special needs households |
| 6 | Goal Name | Community Funding/Public Services |
| | Goal Description | Support activities that provide community services to low income and special needs households. |
| 7 | Goal Name | Public Services/ Interim Assistance |
| | Goal Description | Support activities that provide interim assistance to low- and moderate-income households at risk of being evicted due to a COVID-19 related hardship. |

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Milpitas only receives Community Development Block Grant (CDBG) funding. If available and recommended in certain circumstances, the City Council may also augment the funds and contribute from local funds, such as the Community Promotion Fund (CPF). All the funds mentioned, are in efforts

to serve and improve the lives of low and moderate income persons in Milpitas.

Projects

| # | Project Name |
|----|---|
| 1 | Catholic Charities of Santa Clara County |
| 2 | Child Advocates of Silicon Valley |
| 3 | Next Door Solutions to Domestic Violence |
| 4 | Senior Adults Legal Assistance (SALA) |
| 5 | Silicon Valley Independent Living Center (SVILC) |
| 6 | The Health Trust |
| 7 | YWCA Silicon Valley |
| 8 | Silicon Valley Independent Living Center (COVID-19) |
| 9 | Child Advocates (COVID-19) |
| 10 | Milpitas Senior Center (COVID-19) |
| 11 | Milpitas Senior Center (COVID-19) |
| 12 | Milpitas Unified School District (COVID-19) |
| 13 | Project Sentinel (COVID-19) |
| 14 | Milpitas Food Pantry (COVID-19) |
| 15 | Terrace Gardens (COVID-19) |
| 16 | Rebuilding Together Silicon Valley (COVID-19) |
| 17 | Terrace Gardens – Oven Replacement |
| 18 | Rebuilding Together Silicon Valley – Sunnyhills |
| 19 | Rebuilding Together Silicon Valley |
| 20 | Project Sentinel (Fair Housing) |

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are derived through qualitative research such as surveys, public meetings, public hearings and other avenues of resident input. The research has also impacted the priority needs that address the most vulnerable population in our communities. The City Council has established the priorities every two years to address those underserved needs.

The City Council reaffirmed their CDBG priorities as follows:

Public Service Priorities:

1. Senior Services
2. Youth and Teen Services
3. Homeless services/shelters
4. Child care
5. Domestic violence prevention and supportive services/shelters
6. Code enforcement

Capital Project Priorities

1. Home repair/rehabilitation
2. Affordable housing
3. Rental apartment rehabilitation
4. Historic preservation

AP-38 Project Summary

Project Summary Information

| | | |
|-----------------------------|--|--|
| 1 | Project Name | Catholic Charities of Santa Clara County |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$20,523 |
| | Description | Investigate and resolve complaints for seniors and disabled adults in long term care facilities. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | Catholic Charities' Long-Term Care Ombudsman Program expects to help approximately 135 Milpitas residents. The Long-Term Care Ombudsman will make visits at all long-term care facilities to ensure all clients are safe and properly cared for. |
| | Location Description | All long-term care facilities in Milpitas. |
| | Planned Activities | Site visits to long term care facilities and nursing homes and provide with case management for those clients with open cases. |
| 2 | Project Name | Child Advocates of Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Children and Youth |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$10,000 |
| | Description | Provides court appointed youths with volunteers to maintain life-long mentorship and guidance. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | Child Advocates of Silicon Valley expects to serve 7 Milpitas foster children and a total of 31 residents. |
| Location Description | Milpitas, CA | |

| | | |
|---------------------------|--|---|
| | Planned Activities | Organization will recruit, train more volunteers and providing essential mentor and guidance for youth. |
| 3 | Project Name | Next Door Solutions to Domestic Violence |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$21,650 |
| | Description | Next Door Solutions to Domestic Violence is a nonprofit, multi-cultural agency dedicated to providing proactive and progressive solutions to domestic violence. Next Door Solutions provides peer counseling, advocacy, legal help and support groups. Additionally, Next Door Solutions to Domestic Violence provides safe emergency shelter to victims of domestic violence and their children within a confidential and protected environment. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | Next Door Solutions to Domestic Violence proposes to serve 62 Milpitas residents. |
| | Location Description | The office is located in San Jose. |
| Planned Activities | Activities include emergency shelter, basic needs, including food and clothing, case management, and safety. | |
| 4 | Project Name | Senior Adults Legal Assistance (SALA) |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$10,000 |

| | | | | | | | | | | | | | |
|---|---|----------------------------|---|---------------------------|-----------------|-------------------------------|------------------------------------|-------------------------------|---------------------------|-----------------------|----------------------|---------------------------|--|
| <p>Description</p> | <p>Legal services in the form of advice/referrals, consultations/brief service, and legal representation will be provided to Milpitas elders in areas of law common to SALA's target population including, but not limited to, the following: Public Benefits (Social Security, SSI, Medicare, and Medi-Cal); Nursing Homes and Alternatives to Institutionalization (including Advance Directives); Elder Abuse; Housing Law, Consumer Problems; and Personal Affairs (including Simple Wills through SALA's No Fee Wills Panel). SALA will provide services through on-site appointments scheduled at intake days at least once a month at the Barbara Lee (Milpitas) Senior Center. Home visits will be made to elders in Milpitas who are homebound or who reside in nursing homes. Milpitas residents with urgent problems will also be served on an emergency basis by telephone. Milpitas residents who appear at SALA intake sites in other cities will also be served. SALA will also conduct one community education presentation annually for the participants at the Milpitas Senior Center. All services described herein will be provided by one of the attorneys on SALA's staff, a pro bono (volunteer) attorney, or a paralegal (either paid staff or volunteer).</p> | | | | | | | | | | | | |
| <p>Target Date</p> | <p>6/30/2021</p> | | | | | | | | | | | | |
| <p>Estimate the number and type of families that will benefit from the proposed activities</p> | <p>Senior Adults Legal Assistance (SALA) expects to serve 40 Milpitas clients.</p> | | | | | | | | | | | | |
| <p>Location Description</p> | <p>At their San Jose office, Milpitas Senior Center and Milpitas Library.</p> | | | | | | | | | | | | |
| <p>Planned Activities</p> | <p>Legal assistance, including advising and counseling on basic rights. Facilitation access to public benefits to meet basic life needs and legal planning.</p> | | | | | | | | | | | | |
| <p>5</p> | <table border="1"> <tr> <td data-bbox="245 1287 548 1329"> <p>Project Name</p> </td> <td data-bbox="548 1287 1468 1329"> <p>Silicon Valley Independent Living Center (SVILC)</p> </td> </tr> <tr> <td data-bbox="245 1329 548 1371"> <p>Target Area</p> </td> <td data-bbox="548 1329 1468 1371"> <p>Citywide</p> </td> </tr> <tr> <td data-bbox="245 1371 548 1413"> <p>Goals Supported</p> </td> <td data-bbox="548 1371 1468 1413"> <p>Public Services for Seniors</p> </td> </tr> <tr> <td data-bbox="245 1413 548 1455"> <p>Needs Addressed</p> </td> <td data-bbox="548 1413 1468 1455"> <p>Community Services</p> </td> </tr> <tr> <td data-bbox="245 1455 548 1497"> <p>Funding</p> </td> <td data-bbox="548 1455 1468 1497"> <p>CDBG: \$7,264</p> </td> </tr> <tr> <td data-bbox="245 1497 548 1873"> <p>Description</p> </td> <td data-bbox="548 1497 1468 1873"> <p>Silicon Valley Independent Living Center (SVILC) is a nonprofit, non-residential organization which serves all people with all types of disabilities, including seniors with disabling conditions, who live in Santa Clara County. SVILC provides residents with support tools and resources needed to live interdependently, and advocates for policies that ensure equal access and opportunity for all. SVILC is a peer-driven agency run by and for people with disabilities. As one of 28 independent living centers across the State of California, SVILC is committed to the principles of self-advocacy, personal empowerment and independent living.</p> </td> </tr> </table> | <p>Project Name</p> | <p>Silicon Valley Independent Living Center (SVILC)</p> | <p>Target Area</p> | <p>Citywide</p> | <p>Goals Supported</p> | <p>Public Services for Seniors</p> | <p>Needs Addressed</p> | <p>Community Services</p> | <p>Funding</p> | <p>CDBG: \$7,264</p> | <p>Description</p> | <p>Silicon Valley Independent Living Center (SVILC) is a nonprofit, non-residential organization which serves all people with all types of disabilities, including seniors with disabling conditions, who live in Santa Clara County. SVILC provides residents with support tools and resources needed to live interdependently, and advocates for policies that ensure equal access and opportunity for all. SVILC is a peer-driven agency run by and for people with disabilities. As one of 28 independent living centers across the State of California, SVILC is committed to the principles of self-advocacy, personal empowerment and independent living.</p> |
| <p>Project Name</p> | <p>Silicon Valley Independent Living Center (SVILC)</p> | | | | | | | | | | | | |
| <p>Target Area</p> | <p>Citywide</p> | | | | | | | | | | | | |
| <p>Goals Supported</p> | <p>Public Services for Seniors</p> | | | | | | | | | | | | |
| <p>Needs Addressed</p> | <p>Community Services</p> | | | | | | | | | | | | |
| <p>Funding</p> | <p>CDBG: \$7,264</p> | | | | | | | | | | | | |
| <p>Description</p> | <p>Silicon Valley Independent Living Center (SVILC) is a nonprofit, non-residential organization which serves all people with all types of disabilities, including seniors with disabling conditions, who live in Santa Clara County. SVILC provides residents with support tools and resources needed to live interdependently, and advocates for policies that ensure equal access and opportunity for all. SVILC is a peer-driven agency run by and for people with disabilities. As one of 28 independent living centers across the State of California, SVILC is committed to the principles of self-advocacy, personal empowerment and independent living.</p> | | | | | | | | | | | | |

| | | |
|---|--|--|
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | The project expects to serve 44 Milpitas residents with disabilities. |
| | Location Description | San Jose |
| | Planned Activities | Assist low-income residents with disabilities in their search for affordable and accessible housing. Provide education and training workshops on how to conduct a housing search to transition from homelessness, from a health care facility, unstable or to permanent housing. |
| 6 | Project Name | The Health Trust |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$16,000 |
| | Description | The Health Trust Meals On Wheels program serves physically challenged, home-bound individuals, whether they are elderly, are recuperating after a recent hospitalization, or have disabilities confining them to a wheelchair. Trained drivers, most of whom are volunteers, deliver hot, nutritious meals five days a week along with frozen meals for preparation over the weekend. Drivers also provide daily wellness checks, making sure that clients are safe, alert and cared for. This service provides peace of mind not only to the clients, but also to their families. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | Meals on Wheels plans to serve 16 Milpitas residents. |
| | Location Description | At each of the client's home. |
| | Planned Activities | Provide seniors with daily healthy, hot meals. |
| 7 | Project Name | YWCA Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$10,000 + \$40,000* |

| | | |
|---|--|---|
| | Description | The mission of the YWCA Support Services is to empower our diverse community to live free from domestic violence through the provision of safety, support services and self-empowerment. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | YWCA Silicon Valley expects to serve 12 Milpitas residents. *\$40,000 in additional funding was allocated to YWCA to discuss a potential partnership opportunity with MUSD to serve low income children at the school district. To be discussed by the City Council on June 23, 2020. |
| | Location Description | At YWCA and undisclosed emergency shelters. |
| | Planned Activities | Activities include emergency shelter, basic needs, including food and clothing, case management, and safety. |
| 8 | Project Name | Silicon Valley Independent Living Center (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$223,071 |
| | Description | Direct aid to the Rent Relief Program |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | SVILC expects to serve approximately 25 LMC Milpitas Households |
| | Location Description | Throughout Milpitas |
| | Planned Activities | Providing interim assistance to LMC Milpitas households at risk of eviction due to COVID-19. |
| 9 | Project Name | Child Advocates |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Children and Youth |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$5,000 |
| | Description | Funds will be used to meet social distancing and sanitation requirements, and help ensure the safety of CASAs and their youth when they are able to return to in-person visits |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |

| | | |
|----|--|---|
| | Location Description | Throughout Milpitas |
| | Planned Activities | Meet social distancing and sanitation requirements, and help ensure the safety of CASAs and their youth when they are able to return to in-person visits |
| 10 | Project Name | Milpitas Senior Center (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$25,000 |
| | Description | Loan laptops/tablets to seniors to help counter social isolation and improve access to information. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | 455 E Calaveras Blvd |
| | Planned Activities | Funding will be used to loan laptops/tablets to seniors to help counter social isolation and improve access to information due to COVID-19. |
| 11 | Project Name | Milpitas Senior Center (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$50,000 |
| | Description | Funds will be used to supplement the Santa Clara County Senior Nutrition program designed to assist low income seniors who are most vulnerable to COVID-19. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | 455 E Calaveras Blvd |
| | Planned Activities | Funds will be used to supplement the Santa Clara County Senior Nutrition program designed to assist low income seniors who are most vulnerable to COVID-19. |
| 12 | Project Name | Milpitas Unified School District (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Children and Youth |
| | Needs Addressed | Community Services |

| | | |
|----|--|---|
| | Funding | CDBG: \$10,000 |
| | Description | The project proposed will provide masks and other personal protective equipment to children at the school district |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | MUSD |
| | Planned Activities | Funding will be used to provide masks and other personal protective equipment to children at the school district |
| 13 | Project Name | Project Sentinel (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$50,000 |
| | Description | It Takes a Village Program: Provide wraparound rent relief/reduction services involving all parties in the process, including the tenant, property owner, mortgage holder, and mediators. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | Throughout Milpitas |
| | Planned Activities | It Takes a Village Program: Provide wraparound rent relief/reduction services involving all parties in the process, including the tenant, property owner, mortgage holder, and mediators |
| 14 | Project Name | Milpitas Food Pantry (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Community Funding/Public Services |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$30,000 |
| | Description | This project will fund two employees to assist with the Milpitas Food Pantry's daily operations |
| | Target Date | 6/30/2021 |

| | | |
|----|--|--|
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | Milpitas Food Pantry |
| | Planned Activities | Funds will be used to hire two employees to assist with the Milpitas Food Pantry's daily operations |
| 15 | Project Name | Terrace Gardens Senior Housing (COVID-19) |
| | Target Area | Citywide |
| | Goals Supported | Public Services for Seniors |
| | Needs Addressed | Community Services |
| | Funding | CDBG: \$37,456 |
| | Description | The project proposed will provide meal delivery to residents, rather than dinner being held in the dining room. Additionally, cleaning supplies and PPE will be purchased to keep up with necessary sanitation practices for our at-risk seniors |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | 184 residents will benefit. |
| | Location Description | 186 Beresford Court |
| | Planned Activities | Funding will be used for meal delivery to residents, rather than dinner being held in the dining room, to keep proper social distancing. Cleaning supplies and PPE will be purchased to keep up with necessary sanitation practices |
| 16 | Project Name | Rebuilding Together Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Maintain and Preserve Existing Housing |
| | Needs Addressed | Affordable Housing Development and Preservation |
| | Funding | CDBG: \$20,000 |
| | Description | Restock personal protective equipment |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | Throughout Milpitas |

| | | |
|----|--|--|
| | Planned Activities | Restock personal protective equipment to allow staff to continue to provide services to the community |
| 17 | Project Name | Terrace Gardens Senior Housing - Oven Replacement |
| | Target Area | Citywide |
| | Goals Supported | Affordable Housing Rental Rehabilitation |
| | Needs Addressed | Affordable Housing Development and Preservation |
| | Funding | CDBG: \$20,000 |
| | Description | The project will replace two commercial ovens in the kitchen. |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | 184 residents will benefit. |
| | Location Description | 186 Beresford Court |
| | Planned Activities | The project will replace two commercial ovens in the kitchen. |
| 18 | Project Name | Rebuilding Together Silicon Valley - Sunnyhills |
| | Target Area | Citywide |
| | Goals Supported | Maintain and Preserve Existing Housing |
| | Needs Addressed | Affordable Housing Development and Preservation |
| | Funding | CDBG: \$200,000 |
| | Description | TBD capital project at Sunnyhills. Proposal to date would be 10-12 roof replacement on the existing buildings at approximately \$200,000 |
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | Sunnyhills Apartment Complex |
| | Planned Activities | TBD capital project at Sunnyhills. Proposal to date would be 10-12 roof replacement on the existing buildings at approximately \$200,000 |
| 19 | Project Name | Rebuilding Together Silicon Valley |
| | Target Area | Citywide |
| | Goals Supported | Maintain and Preserve Existing Housing |
| | Needs Addressed | Affordable Housing Development and Preservation |
| | Funding | CDBG: \$25,205 |
| | Description | This project will provide low-income homeowners home repairs, rehabilitation, accessibility and mobility services. |

| | | |
|----|--|---|
| | Target Date | 6/30/2021 |
| | Estimate the number and type of families that will benefit from the proposed activities | TBD |
| | Location Description | At various homes located in the City of Milpitas |
| | Planned Activities | Continue providing home repairs, rehabilitation, accessibility and mobility services work for low-income homeowners |
| 20 | Project Name | Project Sentinel |
| | Target Area | Citywide |
| | Goals Supported | Fair Housing |
| | Needs Addressed | Community Services |
| | Funding Description | <p>CDBG: \$56,290</p> <p>Project Sentinel is a private nonprofit agency providing fair housing, tenant-landlord counseling and dispute resolution services to the City of Milpitas. In addition to counseling and case intake, education and outreach activities will be ongoing. Outreach activity includes: the publication of Rent Watch, a rental housing advice column; distribution of brochures, radio public service announcements and public presentations and workshops. Presentations and workshops are provided to a wide spectrum of the community: ESL classes at local schools; civic groups like the Rotary and Lions; social service agencies like Catholic Charities and Next-Door Solutions; municipal offices such as the Senior Center and Community Center; housing provider associations such as the Apartment Owners Association (AOA). Program services are delivered by designated staff in the agency's Fremont office using a local Milpitas phone line and by staff in the agency's main office at 1490 El Camino Real, Santa Clara. Office hours for counseling and case intake are from 9:00 am to 4:00 pm, Monday through Friday. Evening and week-end appointments are provided when necessary. Tenant-Landlord counseling/Dispute Resolution includes all areas of concern in rental housing; however, evictions and substandard housing complaints receive priority attention. Mediations and conciliations are conducted by trained staff and volunteers. Services are delivered in a neutral, unbiased manner to all parties engaged in the rental housing relationship. Fair Housing services of community education, and complaint investigation are provided from the corporate office and other public facilities within the City of Milpitas (library, community center). HUD-certified mortgage default counseling and First Time Homebuyer workshops are open to Milpitas residents. These services are provided from Project Sentinel's office at the Milpitas Sobrato Center.</p> |

| | |
|--|---|
| Target Date | 6/30/2021 |
| Estimate the number and type of families that will benefit from the proposed activities | Project Sentinel will provide service for 320 Milpitas residents. |
| Location Description | At various venues in Milpitas and also their Santa Clara office. |
| Planned Activities | Provide educational presentations, outreach, and brochures at a variety of venues. Provide information and referral services and investigate cases of alleged discrimination. |

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Not applicable. The City of Milpitas does not set geographic concentration areas for assistance. Instead the City helps fund organizations that provide supportive services to low and moderate income individuals throughout the City.

Geographic Distribution

| Target Area | Percentage of Funds |
|-------------|---------------------|
| | |

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable

Discussion

Not applicable

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City adopted Affordable Housing Ordinance No. 297 on June 12, 2018. The Affordable Housing Ordinance requires that all new developments over 10 units requires 15% affordable units. The Ordinance On March 5, 2019, the City established residential and non-residential affordable housing fees.

| One Year Goals for the Number of Households to be Supported | |
|---|-------|
| Homeless | 0 |
| Non-Homeless | 200 |
| Special-Needs | 1,500 |
| Total | 1,700 |

Table 9 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through | |
|---|-----|
| Rental Assistance | 60 |
| The Production of New Units | 112 |
| Rehab of Existing Units | 43 |
| Acquisition of Existing Units | 50 |
| Total | 205 |

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The high cost of land has been an obstacle in developing affordable housing projects. The City has committed \$6,500,000 to fund a 100% affordable housing building complete with 101 deeply affordable units and one above moderate managers unit.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Milpitas currently does not have any public housing. However, there is one Project-based Section 8 property in the City, the Sunnyhills Apartments. The Sunnyhills Apartments is a 171-unit development in which 149 units receive project-based Section 8 vouchers. The Project-based Section 8 vouchers provides rental assistance for each unit between the Department of Housing and Urban Development (HUD) established Fair Market Rent (FMR) for the area and what the tenant can afford to pay. Its aim is to be competitive with the local market thus incentivizing the owner to rent to low income households. The City has agreed to extend the HUD contract for another five years.

Actions planned during the next year to address the needs to public housing

This is not applicable to the City of Milpitas as there are no public housing units owned or managed by the Housing Authority of the County of Santa Clara in the City.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable. There are no public housing units in the City of Milpitas.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County of Santa Clara and the City have designated homelessness as a critical issue. Although the total homeless population is declining as a whole, there still remains 7,394 homeless persons. In Santa Clara County's 2019 Point-in-Time Census & Survey Comprehensive Report, the survey identified a total of 121 unsheltered homeless persons in Milpitas. Notably, there was an increase by xx% unsheltered homeless persons in Milpitas. Given the complexity of homelessness, interagency and interregional collaboration is crucial in solving the homeless issue.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Milpitas partners with Santa Clara County Continuum of Care to conduct the bi-annual Homeless Point in Time survey. In January 2019, Point-in-Time Count was conducted by the County of Santa Clara, the City of San Jose and Applied Survey Research for the 2019 Santa Clara County's biennial Point-in-Time count of homeless persons as required by the U.S. Department of Housing and Urban Development (HUD). The group, along with volunteers, did a physical count of those individuals residing outside a sheltered home i.e. parks, vehicles, highways, creeks etc. The survey and count was crucial as it is used for important qualitative and quantitative data as a representative sample to understand where they resided and respond to any immediate needs. The homeless were surveyed about a variety of issues including shelter, services and assistance. Staff will also participate in the preparation of the upcoming 2019 bi-annual Santa Clara Homeless Census Survey.

On September 17, 2019, the City of Milpitas authorized the creation of a Rent Review Program, which allows any tenant who is facing an annual rent increase of 5 percent or more to request a review, either on the phone, in person, or both, to try and mediate the situation between them and their landlord. If neither option brings a resolution, the renter can request a hearing in front of a five-member rent review board, though the decisions of the board would be non-binding. The City of Milpitas has contracted with Project Sentinel to administer the program.

On October 15, 2019, the City Council authorized the creation of a Pilot Rent Relief Program, which provides financial assistance to Milpitas residents and families that have emergency housing needs. The City of Milpitas has contracted with the Silicon Valley Independent Living Center to administer the program. On June 16, 2020, the City Council authorized the removal of Pilot from the name and

established the Rent Relief Program as a permanent program.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Milpitas will address emergency shelter and transitional housing needs of homeless persons by continuing to fund organizations that provide emergency housing. In the upcoming year, the City provided over \$30,253 to organizations that provided emergency shelter to homeless individuals or at-risk, which includes victims of domestic violence and an additional \$136,677 in emergency shelter repairs. The organizations that have provide emergency shelter include Next Door Solutions to Domestic Violence, YWCA and LifeMoves.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

On February 2, 2016, City Council members adopted Resolution No. 8523, finding that the problem of homelessness constitutes a crisis and consider policy options for funding affordable housing to house homeless people. The City will continue to fund and participate in the County Point-in-Time Census to identify all unsheltered persons.

CDBG Funded

- **Next Door Solutions to Domestic Violence:** Next Door Solutions to Domestic Violence provides client-centered, community-based supportive services for victims of domestic violence and his/her children. The organization also provides undisclosed emergency shelter when requested and needed by the individual and/or family.
- **YWCA Silicon Valley (YWCA):** YWCA Silicon Valley empowers women and her children to end racism and violence through offering supportive services for self-improvement and undisclosed emergency shelter for short-term to a longer amount of time if needed. YWCA also provides clients referrals to permanent housing if possible, and available.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming

homeless again

The City of Milpitas is involved and participates in the Santa Clara County Continuum of Care that is dedicated to ending and preventing homelessness in the County. The Santa Clara County Continuum of Care has community-wide efforts to end homelessness through fostering relationships, program and systematic changes.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

As mentioned in the previous paragraph of CDBG funded programs related to emergency shelter, the City also funds organizations that take proactive measures in helping individuals in need of legal help, youth needs and concerns and fair housing so that he/she can become informed of his or her rights before the individual is forced into homelessness.

CDBG and City Local Funds

- Child Advocates of Silicon Valley: Child Advocates connect court appointed special advocates (CASAs) to foster children. These volunteers must make a commitment to the children for a long-term, many for his or her entire life. The consistent support of the CASA is often the only adult that steadily remains with them providing crucial mentorship. In foster children, according to a HUD's report, "Housing for Youth Aging out of Foster Care," found that as high as thirty-seven percent (37%) will enter homelessness at one point as youths and an additional fifty percent (50%) will face unstable housing after transition. By providing a CASA, this will be one stable support in his or her life which has spastically proven to develop productive individuals. Many of the children with CASAs, have higher rates of high school graduation than the national average. The program provides essential holistic approach to help these children to become successful and prevent homelessness.
- Seniors Adults Legal Assistance (SALA): SALA is committed to providing free-legal services to seniors. Legal services that SALA provides ranges from: public benefits, long-term care, alternatives to institutionalization, elder abuse, long-term care insurance, incapacity planning, probate, simple wills and housing – related to Landlord-Tenant issues. Often, many seniors do not know his or her housing rights or sign over the will of their house without knowing, and with fixed income, many are unable to provide legal help. SALA provides legal help free of charge for

these low to extremely-low income seniors.

Discussion

Please see discussion above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Along with other jurisdictions in Santa Clara County, the City of Milpitas is facing many obstacles in creating more affordable housing. The many constraints that the City is facing is the limited amount of developable land, government constraints, infrastructure and public facilities constraints, environmental, housing for persons with disabilities, and financing and construction costs.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will help contribute to future affordable housing projects that will house homeless.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted an Affordable Housing Ordinance No. 297 which requires that any new developments with projects of ten (10) or more units must include fifteen percent (15%) of very-low or low-income units for rental and 15% of moderate income units for ownership. The units should be affordable for over 55 years.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the construction of affordable units.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, a qualified applicant from the waiting list will have the ability to purchase a home in Milpitas at one of the various developments throughout the City from one to three bedrooms. For qualified households, the City also

provides a loan of up to \$50,000.

Fair Housing

Milpitas provides CDBG and Housing Authority funds to Project Sentinel. Project Sentinel is a reputable organization that provides expertise in fair housing and tenant-landlord dispute. Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints. In addition, they provide education and outreach to property owners, and property management to become proactive in their housing policies.

Discussion:

Please see discussion above.

AP-85 Other Actions – 91.220(k)

Introduction:

The most significant obstacle to addressing the underserved needs for fiscal year 2020-2021 is the lack of sufficient federal, state, and local funds to carry out all the necessary programs, activities and projects.

Actions planned to address obstacles to meeting underserved needs

The diminishing amount of funds continues to be the most significant obstacle to addressing the needs of underserved populations. To address this, the City supplements its CDBG funding with other resources and funds, such as:

- The City of Milpitas Affordable Housing Fund is used primarily to increase the number of new affordable housing units. It is funded through the mitigation fees required from developers of resident projects. The City uses these funds to partially fund the Rent Relief Program it established in November 2019.

The City recently adopted the Affordable Housing Ordinance which requires that any new developments with projects of ten (10) or more units must include fifteen percent (15%) of very-low or low-income units for rental and 15% of moderate-income units for ownership.

- The City's provides loans on an ongoing, as qualified basis for BMR applicants to qualify for purchasing an available BMR unit.
- The County distributes federal McKinney Homeless Assistance funds to organizations in the county that provide services to homeless persons and persons at-risk of homelessness.
- The California Tax Credit Allocation Committee (CTCAC) holds two application cycles for Low Income Housing Tax Credits each year. Local non-profits apply directly to the CTCAC for these funds when they have identified a project.
- The Housing Trust Silicon Valley is a nonprofit organization that combines private and public funds to support affordable housing activities in the County, including assistance to developers and homebuyers.
- The Mortgage Credit Certificate (MCC) Program provides assistance to first-time homebuyers by allowing an eligible purchaser to take 20 percent of their annual mortgage interest payment as a tax credit against federal income taxes. The County administers the MCC Program on behalf of the jurisdictions in the County, including the City.

Measure A Affordable Housing Bond was approved by voters in November 2016 that approved \$950 million dollars for the County to address housing needs for the most vulnerable residents, those in the extremely low-income households.

Actions planned to foster and maintain affordable housing

The City has taken proactive steps to help decrease the barriers in affordable housing through the following ordinances:

Resolution No. 8523

The City adopted Resolution No. 8523 on February 2, 2016, which recognizes homelessness as a crucial problem in the County and will consider contributing to future affordable housing projects that will house the homeless.

Affordable Housing Ordinance

On June 12, 2018, the City Council adopted an Affordable Housing Ordinance which requires that any new developments with projects of ten (10) or more units must include fifteen percent (15%) of very-low or low-income units for rental and 15% of moderate income units for ownership.

Density Bonus Ordinance

To attract developers to build affordable units, the Density Bonus Ordinance will allow developers the ability to build above their permitted densities in permitted zoning districts in exchange for the provision of affordable units in the development.

Below Market Rate Ownership

The City manages a Below Market Rate (BMR) Ownership program for first-time, income-qualified homebuyers. Once a unit from the current BMR housing stock becomes available, the homebuyer will have the ability to purchase a home in Milpitas at one of the various developments throughout the City from one to three bedrooms. For qualified households, the City also provides a loan of up to \$50,000.

Housing Trust Silicon Valley

Housing Trust Silicon Valley provided financial support for 86 affordable housing projects of \$55.7 million, which funded over 5,059 affordable rental units. In addition made 2,306 loans to homebuyers, totaling over \$44.9 million. Lastly, Housing Trust of Silicon Valley provided homeless grants of over \$3.4 million to assist over 5,954 individuals.

Fair Housing

Project Sentinel is an organization that provides expertise in fair housing and tenant-landlord dispute.

Services include information, referrals, community outreach and education in several languages other than English, investigation, and resolving fair housing complaints.

Actions planned to reduce lead-based paint hazards

The County of Santa Clara has received funding from State's Department of Health Service and Federal Government for Center for Disease Control to implement a Childhood Lead Poisoning Prevention Program. The funded programs include: community outreach screen, case management and public education to inform low-to-moderate income and older communities. The project will then follow up with environmental testing, lead-based education, blood-lead testing for children, hazard reduction grants and follow up with monitoring and testing.

Milpitas has adopted a Lead-Based Paint Management Plan which complies with HUD Based Paint regulations, which outlines the required states of abatement and remediation for rehabilitation projects. In addition, the City publicize and identifies lead-based hazards and older residential projects through its Code Enforcement Division and Building Department. In addition, projects undergoing rehabilitation, under the City's Rehabilitation, provides technical assistance and abatement of lead based paints.

Actions planned to reduce the number of poverty-level families

- As stated prior, the City of Milpitas will follow these actions:
- Work with non-profit housing developers to fund and provide more affordable housing opportunities to address the homeless problem and needs of very low and low-income households.
- Provide funding and supportive services to prevent very low-income persons and families from becoming homeless and assist them in ending the cycle of homelessness.
- Address the employment and income needs of individuals and families who are economically disadvantaged, including persons who are homeless, who have disabilities, and those who are participating in the County of Santa Clara Welfare-to-Work Programs.
- Provide funding for a variety of services and referrals to assist people in obtaining access to public assistance to prevent poverty.
- Per Section 3, if there are HUD funded projects that can create direct economic opportunities must take every effort to recruit, target and directed towards low and very low income residents and businesses.

Actions planned to develop institutional structure

The City is striving to improve intergovernmental and private sector cooperation to synergize efforts and resources and develop new revenues for community service needs and the production of affordable housing. Collaborative efforts include:

- Regular quarterly meetings between entitlement jurisdictions at the CDBG Coordinators Meeting and Regional Housing Working Group
- Joint jurisdiction Request for Proposals and project review committees
- Coordination on project management for projects funded by multiple jurisdictions. Recent examples include the effort by the County to create a regional affordable housing fund, using former redevelopment funds that could be returned to the County to use for affordable housing. Another effort underway involves the possible use of former redevelopment funds to create a countywide pool for homeless shelters and transitional housing. These interactions among agencies generate cohesive discussion and forums for bridging funding and service gaps on a regional scale.

Actions planned to enhance coordination between public and private housing and social service agencies

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as the County and the CoC. To improve intergovernmental and private sector cooperation, the City will continue to participate with other local jurisdictions and developers in sharing information and resources.

Discussion:

Please see discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I) (1, 2, 4)

Introduction:

The City of Milpitas only receives CDBG funds and will receive the following program income for FY20-21.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|--|----------------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | \$8,959 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | \$8,959 |

Other CDBG Requirements

| | |
|---|-------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 0.00% |

City of Milpitas, California

BUDGET CHANGE FORM

| Type of Change | From* | | To* | |
|--|--------------|-----------|--------------|-----------|
| | Account | Amount | Account | Amount |
| Check one: | 250-3559 | \$764,363 | 250-310-4111 | \$15,000 |
| <input checked="" type="checkbox"/> Budget Appropriation | 100-310-4111 | -\$15,000 | 250-536-4111 | \$136,575 |
| <input type="checkbox"/> Budget Transfer | 100-536-4111 | -\$734 | 250-536-4208 | \$597,054 |

Hold a Public Hearing to consider an amendment to the FY 2019-2020 Annual Action Plan, approval of the Community Development Block Grant allocations, and approval of the Draft FY 2020-2021 Annual Action Plan.

Background:

The U.S. Department of Housing and Urban Development (HUD) provides annual grants through the Community Development Block Grant (CDBG) program to local entitlement cities and counties. The CDBG program provides resources to the most vulnerable low- and moderate-income communities to address a wide range of community development needs through investment in capital projects and public services. The amount of funds that Milpitas receives is determined by a formula based on population and other factors. This year it is important to distinguish regular CDBG “formula funds” from special CDBG-CV funds created by the CARES Act.

Analysis:

Eligible and Ineligible Uses

HUD sets restrictions on how CDBG and CDBG-CV funds can be used even with recent flexibilities from the CARES Act. CDBG activities must be on HUD’s list of eligible uses. A summary of eligible and ineligible activities is included as Attachment A.

Meeting National Objectives

In addition, CDBG activities must meet one of the following National Objectives:

1. Provides a benefit to low- and moderate-income persons;
2. Eliminates or prevents slum or blight; or
3. Meets other community development needs having an urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs often referred to as urgent need.

HUD has given clear guidance that National Objective #3 cannot be applied to CDBG-CV funding as it is typically reserved for natural disaster response efforts. The City of Milpitas has historically used its CDBG allocation to benefit low- and moderate-income persons. To meet the slum or blight National Objective, the City would have to identify areas of the City that meet the definition of a slum, blighted, deteriorated or deteriorating area under state or local law. Milpitas has not identified significantly blighted conditions within its boundaries. As such, all CDBG-CV, CDBG formula, and prior year formula funds must be used to benefit low- and moderate-income persons.

CARES Act Flexibility and CDBG-CV Funding

The CARES Act has modified certain CDBG policies and procedures for FY 20-21 to increase speed and flexibility in response to the COVID-19 pandemic as summarized below:

- **No Public Service cap for COVID-19 related activities:** In a standard CDBG year, the formula allocation would cap CDBG funding for public services at 15% of the total allocation amount. However, for this fiscal year, public service activities that are used for COVID-19 related activities are exempt from this cap. This means the City Council could allocate more of its formula funding, which would typically be reserved for capital improvement projects, to COVID-19 related activities within the fiscal year. This funding flexibility only applies if the allocations are used for COVID-19 related activities. If funds are allocated to a non-COVID-19 related activity, those funds must conform to the standard CDBG caps of 15% for public services and 65% for capital projects.
- **Substantial amendment to the Consolidated Plan:** The Consolidated Plan details the City’s 5-year plan to use CDBG funds to meet CDBG National Objectives, City Council and Community priorities. Given that COVID-19 is a new and widespread phenomenon, HUD is allowing grantees to substantially amend the Consolidated Plan to align the plan to account for COVID-19 related needs, without the extensive amendment procedures

that are usually required. The intent of this change is to speed up the deployment of CDBG funds. Staff will present a summary of the substantial amendments at the June 30, 2020 City Council meeting.

- **Citizen Participation Plan Waiver:** As a part of the Consolidated Plan amendment process, HUD requires Citizen Participation via noticing to the public. The City satisfies the Citizen Participation Plan by giving the public 15 to 30 days' notice of a public hearing, typically via newspaper advertisements, which would give the community time to provide comments to the governing body. Given the expedient need for these funds to be allocated, HUD has lowered the threshold for community noticing and public comment to at least 5 days prior to a public hearing. Additionally, each grantee will determine what constitutes reasonable public notice and outreach to justify sufficient noticing. The City plans to post the public hearing notice on its website, and it will send an email to all known interested community members, CDBG applicants, the Community Advisory Commission, and other agencies or individuals who can further Citizen Participation. Staff will present a summary of the Citizen Participation Plan amendments at the June 30, 2020 City Council meeting.
- **Availability of CDBG-CV Funds:** The CARES Act created a supplemental funding of CDBG-CV dollars that must be used to prevent, prepare for, and respond to COVID-19. CDBG-CV funds cannot be used for other purposes. In order to distribute CDBG-CV funding rapidly, HUD will allow jurisdictions to amend their FY 19-20 Annual Action Plan to allocate the CDBG-CV funds rapidly. HUD's guidance has been that amending an already approved Action Plan is the most efficient way to allocate the funds to jurisdictions. Staff expects these funds to be made available in July or approximately two weeks after submitting a Council-approved amendment to HUD. CDBG formula funds and prior year formula funds will be allocated as a part of the FY 20-21 Action Plan process and will be transferred to the City in Fall 2020.
- **Ability to Allocate Unused Prior Year Funding:** The CARES Act has provided additional flexibility for jurisdictions to allocate unused funds from prior years, as a part of the FY 20-21 Annual Action Plan process, only if these funds are used for COVID-19 related activities. In a typical year, these funds would be allocated only for capital projects. The City secured an additional \$290,039 in unused prior year funding from FY 14-15 to FY 18-19. Prior year funds must be used to prevent, prepare for, and respond to COVID-19.

Policy Alternatives:

N/A

Fiscal Impact:

While adopting the Annual Action Plan has no direct fiscal impact to the City, approving the CDBG funding will need an alignment with the FY 2020-2021 budget. Council direction to staff on any revised CDBG priorities could require additional staff resources depending on Council direction.

California Environmental Quality Act:

The actions being considered have no potential for causing a significant effect on the environment and are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Recommendations:

1. Open the public hearing, hear testimony, then move to close the public hearing
2. Approve the amendment to the FY 2019-2020 Annual Action Plan
3. Approve the Community Development Block Grant funding for FY 2020-2021
4. Approve the draft FY 2020-2021 Annual Action Plan
5. Authorize the City Manager, or designee, to make any necessary changes to the approved draft FY 2020-2021 Annual Action Plan as needed to comply with CDBG submission guidelines
6. Authorize the City Manager to execute CDBG agreements with the approved subrecipients
7. Provide direction to staff on any revised Council priorities to guide FY 2021-2022 outreach
8. Approve Budget Appropriation of \$748,629 in the Building Safety and Housing FY2020-2021 Operating Budget

Attachments:

- A. List of Eligible and Ineligible CDBG activities
- B. Progress on CDBG Funding Goals
- C. Amendment to the FY 2019-2020 Annual Action Plan
- D. Draft FY 2020-2021 Annual Action Plan
- E. Budget change form

Check if City Council Approval required.

Meeting Date: June 23, 2020

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|--|---|----------------------------|
| Requested by: | Department Head: Sharon Goei | Date: June 23, 2020 |
| Reviewed by: | Finance Director: Walter C. Rossmann | Date: June 23, 2020 |
| Date approved by City Council, if required: | | Confirmed by: |



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|------------------------|---|
| Item Title: | Receive a Report from Fairbank, Maslin, Maullin, Metz and Associates (FM3) Regarding Public Opinion Polling for a ¼ Cent General Sales Tax Measure and Direct Staff to Return on August 4, 2020 with the Ballot Measure Language for Placement on the November 3, 2020 General Election |
| Category: | Leadership and Support Services |
| Meeting Date: | 6/23/2020 |
| Staff Contacts: | Ashwini Kantak, 408-586-3053 Walter C. Rossmann, 408-586-3111 |
| Recommendation: | Receive a report from Fairbank, Maslin, Maullin, Metz and Associates (FM3) regarding public opinion polling for a ¼ Cent General Sales Tax measure and direct staff to return on August 4, 2020 with the ballot measure language for a ¼ cent General Sales Tax measure with an eight-year sunset clause for placement on the ballot for the November 3, 2020 General Election. |

Background:

On May 12, staff presented the Proposed Budget and a possible scenario of an additional \$5 million revenue shortfall and potential ongoing budget solutions such as service and position reductions, which may result in lay-offs, engaging the City’s bargaining groups to reduce salary and benefits costs, and/or placing a potential ¼ cent general purpose Sales Tax Measure on the November’s ballot for voter consideration.

At the May 15 Special City Council meeting, Council directed staff to proceed with polling for a ¼ cent general purpose Sales Tax Measure and to bring the polling results back for Council consideration. A general-purpose tax measure requires 50%+1 voter approval. Per Government Code section 53724, placing a measure on the ballot requires a minimum of four (4) affirmative votes from the Council for a general tax measure.

Based on Council direction, staff engaged with Fairbank, Maslin, Maullin, Metz and Associates (FM3) to poll potential voters regarding a potential ¼ cent, general-purpose, Sales Tax Measure.

Analysis:

During the week of May 18, FMS developed the survey instrument used to interview likely November 2020 voters in Milpitas regarding a potential ¼ cent general-purpose Sales Tax Measure testing two alternative measures: 1) one with a sunset of eight years after approval, focusing on maintaining City services given the economic downturn, and 2) one without a sunset clause, focusing on both City services and public infrastructure to facilitate the securitization of the new revenue source for issuance of debt. After review and input from City staff, FM3 surveyed potential Milpitas voters during the end of May and early June through phone calls, including cell phone calls, and online interviews in four languages (English, Chinese, Spanish and Vietnamese). FM3 was able to interview 626 potential voters.

The survey results found that while 58% of voters feel the City is headed in the “right direction” and 68% approve of the job currently being done by City Government, there are clearly issues weighing on their minds. The most pressing concerns relate to the local economic impact of the coronavirus, traffic congestion on local freeways and highways, and the cost of housing. However, only 51% feel the City has a material need for additional funding to maintain essential services and only 43% believe the impact of a recession on the City’s provision of services will be an “extremely” or “very serious” problem, suggesting voters do not appreciate the City’s impending budget challenges.

Three in five voters expressed initial support for both versions of the Sales Tax Measure, with 60% indicating they would vote “yes” for a version with an infrastructure emphasis and without a sunset and 64% indicating they would vote “yes” for an emergency version with a sunset. However, after survey respondents either heard/read both arguments in favor a measure and opposed to a measure, support for both versions fell, with 48% continuing to support a version with an infrastructure emphasis and without a sunset and 53% continuing to support an emergency version with a sunset. Furthermore, there was consistently more intense support for the emergency version with a sunset.

Based on the higher likelihood of voter support for a Sales Tax Measure with a sunset clause, staff recommends placing such a measure on the November 2020 ballot.

Next Steps

If City Council agrees with staff recommendation, staff will return with a ballot measure language for Council consideration and approval at the August 4, 2020 City Council meeting. Per the Elections Code, by August 7, 2020 (88 days prior to Election Day), ballot measures need to be submitted to the County Registrar of Voters.

After submission of the ballot measure language, with the assistance of a consultant and in close coordination with the City Attorney, staff will conduct limited educational outreach about the ballot measure but will not advocate for the measure.

Fiscal Impact:

There is no fiscal impact related to staff’s recommendations. If the voters approve the measure, based on the current FY 2020-21 Sales Tax revenue estimate, a ¼ cent sales tax measure is expected to generate approximately \$7.1 million in additional revenue per year.

California Environmental Quality Act:

Not applicable

Recommendation:

Receive a report from Fairbank, Maslin, Maullin, Metz and Associates (FM3) regarding public opinion polling for a ¼ Cent General Sales Tax measure and direct staff to return on August 4, 2020 with the ballot measure language for a ¼ cent General Sales Tax measure with an eight-year sunset clause for placement on the ballot for the November 3, 2020 General Election.

Attachments:

None



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|-------------------------|--|
| Item Title: | Approve and Authorize City Manager to Execute On-Call Maintenance Service Agreements with Yerba Buena Engineering & Construction, Inc. and Tucker Construction, Inc. for Homeless Encampment Cleanup Services |
| Category: | Consent Calendar-Community Services and Sustainable Infrastructure |
| Meeting Date: | 6/23/2020 |
| Staff Contact: | Tony Ndah, Public Works Director, 408-586-2602 |
| Recommendations: | <ol style="list-style-type: none"> 1. Approve and authorize City Manager to execute on-call maintenance service agreements with Yerba Buena Engineering & Construction, Inc. and Tucker Construction, Inc. for Homeless Encampment Cleanup Services, for an annual amount not to exceed \$100,000 per vendor, for a term through June 21, 2025 for a total maximum compensation of \$500,000 per vendor, subject to the annual appropriation of funds. 2. Authorize City Manager to amend the two contracts' not-to-exceed amounts to allocate annual appropriations depending on service availability of the vendors. |

Background:

Over the past years, the Police Department has enforced trespassing laws related to homeless encampments in the City, and Public Works crews have assisted with the cleanup efforts needed to restore the sites in response to complaints reported by City residents. Because cleanup efforts frequently include removal of hypodermic needles, human waste, biohazards, and other hazardous materials, environmental remediation specialists are better suited to provide cleanup services for the City rather than the continued use of City crews.

There are also additional costs associated with having in-house staff perform homeless encampment cleanups, such as increased costs for training, personal protective equipment, sorting through and storing personal property, and hauling and disposal of hazardous or human waste products at approved sites.

The Public Works Department has explored methods for addressing homeless encampment cleanups, identified industry standards, and learned from the successes and failures of enforcement activities in other communities. As a result, staff issued a request for proposal to solicit proposals for a service providers to assist the City with its homeless encampment cleanup efforts. Approval of these contracts will provide reliable service providers to assist the City with homeless encampment clean-ups, and protect City crews from exposure to biohazards, as well as other health dangers associated with homeless encampments.

Analysis:

There has been an increase in the number of citizen complaints regarding homeless encampments in the City. Currently, Public Works staff spend more than 600 hours per year addressing homeless encampment cleanups, and these numbers are expected to increase due to the economic circumstances occurring in the country. In addition, staff has seen an increase in the quantities of human waste products, food scraps, and flammable products such as cooking oil, propane tanks, and other heat sources as the sizes of homeless encampments increase.

Request For Proposals No. 2392 was drafted to solicit proposals from contractors and the RFP included options to provide proposals for on-call homeless encampment cleanup services currently provided by City staff. Vendors were asked to provide turnkey homeless encampment site cleanup. Services requested include removal of biohazardous waste, garbage, general debris, human waste, animal waste, constructed temporary shelter, furniture, appliances, motors, tires, construction debris, automobile parts, bicycles, mattresses, box springs and other materials associated with homeless occupancy and illegal dumping. The RFP included requirements for service providers to comply with all safety rules, protocols, and licensing requirements as mandated by the State of California or OSHA, including bloodborne pathogen training, hazardous materials handling, and heavy equipment operations.

On December 13, 2019, the Purchasing Division released RFP No. 2392: On Call Homeless Encampment Cleanup Services seeking proposals from qualified vendors with demonstrated experience in providing on-call homeless encampment cleanup services to public agency clients throughout the Bay Area. 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.

The Purchasing Division received proposals from Yerba Buena Engineering & Construction, and Tucker Construction by 2:00 pm on the January 17, 2020 deadline in response to the RFP.

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

Staff evaluated the two proposals that were received and determined that both vendors had current and extensive experience with providing homeless encampment cleanup services to other jurisdictions. Staff determined that the main differences in the vendors' pricing proposals were consistent with differences in size and scope of homeless encampments, such as the anticipated volume of hazardous and human waste handling, sorting and storage of personal property, and brush clearance. The evaluation committee determined that both vendors appeared equally qualified and the decision was made to set aside an annual amount not to exceed \$100,000 per vendor, for a term through June 21, 2025 for a total maximum compensation of \$500,000 per vendor, subject to the annual appropriation of funds.

On June 4, 2020 the Purchasing Division requested a Best and Final Offer from the two sole bidders of the RFP. On June 5, 2020 the Purchasing Division received new pricing with reduced costs across the board. This pricing schedule is attached to the agreement.

Once the On-Call Maintenance Service Contracts are approved, specific homeless encampment cleanup project work would be issued through individual task orders. Both vendors would receive a request for task order proposal from the City for the specific project work, and each vendor would submit a proposal to the City for consideration, based on the costs established as part of this agreement. The vendor that provides the lowest price quote to the City would be awarded the specific cleanup project.

The benefits to the City from issuance of the on-call homeless encampment cleanup contracts include 24-72 hour response time consistent with the Police Department's posting of notices to vacate sites, standard rates for the sorting and storage of personal property left behind at encampments following the notice to vacate, and having qualified contractors assume the risk and liability for processing and proper disposal of hazardous materials like needle sharps, human and animal biowaste, and fuel products. In addition, staff resources currently being used to address homeless encampment cleanups would be redirected to address other City service areas such as graffiti abatement and debris/illegal dumping cleanup.

Policy Alternative:

Alternative: Choose to not approve the authorization of the on-call homeless encampment cleanup services contracts.

Pros: City would not spend up to \$100,000 per year for each of the service providers for on-call homeless encampment cleanup services.

Cons: City staff will continue to provide limited homeless encampment cleanup services. Additional funds will need to be approved in order to create a complete program including training, hazardous waste management, heavy and light equipment supplies, personal protective equipment, and other supplies

Reason not Recommended: Cleanup efforts frequently include removal of hypodermic needles, human waste, biohazards, and other hazardous materials; hence, environmental remediation specialist are better suited to provide these types of cleanup services for the City rather than the continued use of City crews.

Fiscal Impacts:

The annual contract amount for each service provider shall be for a maximum not to exceed amount of \$100,000. For the first year of the contracts, \$55,000 per contract will be funded from the FY 2019-20 operations budget of the Public Works Department, for a total of \$110,000 for both vendors. The remaining funds for the first year of the contract, if needed, is available in the FY 2020-21 Public Works Department budget.

Funds for the remaining years on these agreements will be subject to the annual appropriation of funds, and staff will bring funding requests for these contracts to Council during next year's budget process.

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. Approve and authorize City Manager to execute on-call maintenance service agreements with Yerba Buena Engineering & Construction, Inc. and Tucker Construction, Inc. for Homeless Encampment Cleanup Services, for an annual amount not to exceed \$100,000 per vendor, for a term through June 21, 2025, for a total maximum compensation of \$500,000 per vendor, subject to the annual appropriation of funds.
2. Authorize City Manager to amend the two contracts' not-to-exceed amounts to allocate annual appropriations depending on service availability of the vendors.

Attachments:

- a) On-Call Maintenance Services Agreement with Yerba Buena Engineering & Construction, Inc. for Citywide Homeless Encampment Cleanup Services
- b) On-Call Maintenance Services Agreement with Tucker Construction, Inc. for Citywide Homeless Encampment Cleanup Services

**ON-CALL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND YERBA BUENA ENGINEERING & CONSTRUCTION, INC.
FOR HOMELESS ENCAMPMENT CLEANUP SERVICES**

1. Parties And Date.

This Agreement is made and entered into this day of _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”) and **Yerba Buena Engineering & Construction, Inc.**, a California corporation with its principal place of business at 1340 Egbert Avenue, San Francisco, CA 94124 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the City and Contractor (“Task Order”). Contractor represents that it is experienced in providing On-Call Homeless Encampment Cleanup services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for **On-Call Homeless Encampment Cleanup Services** (“Project”) as set forth in this Agreement on an on-call, as-needed basis. There is no guarantee of any of work under this Agreement other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project

("Services"). The types of Services to be provided are described in Exhibit "A" attached hereto and incorporated herein by reference and in the individual Task Orders issued by the City. No Services shall be performed unless authorized by this Agreement or by a fully executed Task Order in the form attached hereto as Exhibit "E". All Services shall be subject to, and performed in accordance with, this Agreement, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 22, 2020 to June 21, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in this Agreement and any Task Order(s) ("Schedule of Services"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with each Schedule, the City shall respond to Contractor's submittals in a timely manner. Upon the City's request, Contractor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services as set forth in each Task Order.

3.2.3 Conformance to Applicable Requirements. All work undertaken by Contractor shall be subject to the approval of City.

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

3.2.5 Contractor's Representative. Contractor hereby designates **Jeremy Konaris**, Project Manager, or his or her designee, to act as its representative for the performance

of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor’s Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement and as described in the relevant Task Order.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

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

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section **Error! Reference source not found.** above (“Performance Time”). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in this Agreement and any Task Order issued by the City, or which may be provided separately and agreed upon in writing by the Parties. Contractor shall be responsible for the cost of any damages suffered by the City by reason of delay caused by Contractor, its employees or subcontractors, if any.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is decided by the City. If Contractor disputes the City’s decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants, if any, performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontracts, sub-subcontractors or consultants, if any, to meet any of the requirements provided for in Sections 3.2.10.1; (2) any misrepresentation or material omission concerning compliance with such requirements (including

in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board, the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's

non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, if any, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The cost of travel time, bonds, insurance, office support, accounting, regulatory compliance, and other business expenses are covered under the allowed percentage of Overhead and Profit entered on Exhibit “B;” and will not be allowed as a direct expense. The total compensation shall not exceed **Five-Hundred Thousand Dollars and Zero Cents (\$500,000)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor.

The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 California Labor Code Requirements

3.3.5.1 Contractor 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 \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor 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) 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.

3.3.5.2 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

3.3.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

Yerba Buena Engineering & Construction, Inc.
1340 Egbert Avenue
San Francisco, CA 94124
Attn: Jeremy Konaris, Project Manager

City:

City of Milpitas
455 E. Calaveras Boulevard

Milpitas, California 95035
Attn: James Levers, Public Works Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, if any, consultants or agents in connection with the performance of the Contractor's Services, the Project, this Agreement, or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, except for any claims, demands, causes of action, costs, expenses, liabilities, losses, damage or injuries arising through the sole negligence or willful misconduct of the City, or its officials, officers, employees, agents or independent contractors.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against the City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding, except for any judgments, awards or decrees arising through the sole negligence or willful misconduct of City, or its officials, officers, employees, agents or independent contractors. Contractor shall also reimburse City for the cost of any settlement paid by the City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding, except for any costs of settlements arising through the sole negligence or willful misconduct of the City, or its officials, officers, employees, agents or independent contractors. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, except for any legal expenses and costs arising through the sole negligence or willful misconduct of the City, or its officials, officers, employees, agents or independent contractors. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County. In addition to any and all Agreement requirements pertaining to notices of and requests for

compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, subcontractors, if any, and agents of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors, if any, to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 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.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

3.5.19 Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

3.5.20 Wage Theft Prevention.

3.5.20.1 Contractor, and any subcontractor 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.

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

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

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

3.5.20.5 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.

3.5.20.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this

Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR ON-CALL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND YERBA BUENA ENGINEERING**

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

CITY OF MILPITAS

Approved By:

Steven McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Risk Manager/Director
of Finance

Approved As To Content:

Tony Ndah, Public Works Director

YERBA BUENA ENGINEERING

Signature

Name

Title

Date

DIR Registration Number (If Applicable)

EXHIBIT “A”

SCOPE OF SERVICES

The Contractor shall provide a reliable service to assist the City in homeless camp clean-up, which will include as-needed/on-call homeless camp clean-up services including the removal of materials stored and/or illegally dumped at abandoned camps.

Homeless camps in the City of Milpitas are typically established on trails, pathways, parks, and overpasses/underpasses. For the purposes of this service, Contractor will be working only in City of Milpitas jurisdiction. Homeless camps are also present in other jurisdictions or rights-of-way, including freeway on-ramp/off-ramps (Caltrans), expressways (Santa Clara County Roads and Airports), creeks (Santa Clara Valley Water District), and railroads (Union Pacific Railroad/VTA-BART). In the event that a requested homeless camp cleanup is located in another agency’s jurisdiction or rights-of-way, City staff will take the lead in communicating with other agencies in order to coordinate homeless camp cleanup.

A. SCOPE OF WORK

Homeless camps can create unsafe conditions and blight. The Contractor will provide a reliable service to clean-up abandoned camps on an as-needed basis.

1. Encampment sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials (e.g. syringes), garbage, general debris, human waste, animal waste, constructed temporary shelter, and other items associated with homeless occupancy. Sites may also contain illegally dumped materials including furniture, appliances, motors, tires, construction debris, automobile parts, bicycles, mattresses, box springs, and other items.
2. As directed by the City, Contractor will provide turnkey homeless encampment site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped or encampment waste material.
3. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all material.

There are two alternatives for disposal and hauling of non-hazardous removed waste:

- a. Contractor shall transport waste materials to a City designated transfer facility, or
- b. Contractor will coordinate with the City’s franchised solid waste hauler,

Milpitas Sanitation, to provide debris box and waste hauling.

The Contractor will provide all labor, materials, tools, equipment, transportation, and supplies required to abate homeless camps within the limits and/or jurisdiction of the City.

4. Contractor shall coordinate with the City on a site-by-site basis to determine the work order for each encampment or illegal dumping site. The work order will establish the site cleanup start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative.
5. Milpitas Police Department will post a “notice to vacate” at the camp, ordering the occupant(s) to vacate the premises and take belongings with them. Camp occupants typically have 72 hours to vacate the site. Police Department and/or other agencies will respond to person(s) who are violent or unable to care for themselves. The Contractor will work when the camp occupants are no longer on-site. If the person(s) that occupied the site return during the clean-up, the Contractor will stop work and call the Police Department. At no time is the Contractor expected to interact with the homeless or put employees at risk.
6. The Contractor will notify the Milpitas Fire Department if hazardous waste is discovered and/or a release of chemicals has occurred. The City will coordinate the hazardous materials response.
7. Under most circumstances, the Police Department will have confiscated weapons and illegal contraband prior to the arrival of the Contractor. Occasionally an undiscovered cache may be found. Contractor will stop work immediately, contact the Police Department, and wait for the assigned unit to arrive to process evidence /crime scene.
8. The City may require the Contractor to trim shrubs and vegetation as a deterrent for other urban campers once the camp is abated.
9. Camps may be located on properties shared by the City and other agencies. Contractor is expected to become familiar with Milpitas and verify the jobsite property is within the City's jurisdiction. Access may be restricted and Contractor will coordinate entry with the City.
10. Work is typically scheduled Monday through Friday. Occasionally the Police Department may require the camp be abated immediately. The Contractor will provide the City with a cell phone number where someone will answer 24-hours a day.
11. If the Contractor is unfamiliar with the specific location, City staff will provide a map or meet the Contractor staff at the job site.
12. Contractor will notify the City when the work is complete.

13. Additional homeless camps may be discovered in the same general area during the course of abatement. Contractor must notify the City's designated representative to obtain authorization prior to proceeding with any additional work. This will prevent conflicts regarding billing and safety issues if the Police Department has not cleared the area.
14. Large jobs will require special arrangements for taking material to the Transfer Facility. Contractor will contact the City to arrange delivery of materials in advance if special arrangements are needed.
15. Depending on the length of time and use of the camp, some hand digging of soil may be required. The Contractor will contact the City if mobile equipment is recommended.
16. Persons ordered from camps are told to take possessions of importance with them. In some cases, they are not able to remove valuable/usable items, such "personal property" must be stored for a period as determined by the Milpitas Municipal Code and available for retrieval. Contractor shall provide bags and tags and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medications, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffle bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Contractor will refer to the "**GUIDELINES FOR PROPERTY IDENTIFICATION**" for proper handling of these materials.
17. If the Contractor is responsible for hauling of removed debris, Contractor will take debris to the City designated transfer station. The driver will tell the gatekeeper it is from a City of Milpitas project. The original weigh ticket will accompany the invoice. If the encampment is large and/or a significant level of debris is expected, the City's refuse and recycling contractor will provide a roll-off container and haul it away when filled. The City of Milpitas may opt to use one of its dump trucks and haul the material to the Transfer Station once the Contractor has loaded it.
18. The Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat.
19. Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.

B. SCHEDULE AND RESPONSE TIME

1. The City will schedule abatement with the Contractor about the site. Abandoned camps must be cleaned within **48 hours** to decrease the chance of re-occupation and meet the requirements of this agreement.

2. If a camp presents an immediate threat, a more urgent response of one day will be required.
3. Contractor is to contact the City if something will interfere with completion of the project as scheduled. This should be a rare occurrence. Continual shifts in schedule can lead to cancellation of the Service Agreement.

C. SAFETY

1. The City of Milpitas emphasizes safety in all employee and contractor performance. Contractor will comply with all other safety rules, protocols, and licensing requirements as mandated by the State of California.
2. Safety and appropriate training/licensing are critical requirements for the Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.
3. Some camps are established in areas that are difficult to access. Sometimes it is not possible for trucks and other vehicles to park close to the job site. The debris will have to be carried out. If it cannot be done without vehicles, Contractor will need to coordinate traffic safety and an encroachment permit with the City to protect employees, passerby, and infrastructure that could be damaged.
4. Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, next to train tracks, by creeks and lakes, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.
5. Contractor shall be OSHA certified to operate any heavy equipment required to complete the illegal dumping or encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment.
6. Work within 25 feet of railroad tracks will require staff to wear safety vests and hard hats.
7. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include, but not be limited to, hardhats, safety glasses, vests, gloves, and leather (or adequately puncture resistant) boots.
8. Field staff must be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing

Personal Protective Equipment (PPE) and following other protocols established for this situation must be followed. Solid infectious waste will be placed in a plastic bag, tied off, and taken to the Transfer Facility with trash. Liquids that cannot be poured into a sanitary sewer (NOT storm drain), or rendered solid with absorbents or toweling, will need to be managed as infectious waste. The Contractor will coordinate disposal of these wastes and syringes with the City.

9. The City reserves the right to periodically review Contractor's training records, licenses, and disposal records

D. JOB TASK ORDER AND AWARD

Specific homeless encampment cleanup project work will be issued through individual task orders as follows:

1. Contractor(s) will receive a request for task order proposal from the City for the specific project work,
2. The City and Contractor(s) will meet on site to develop the scope of work
3. The Contractor(s) will submit the completed Task Order within five (5) days of the site meeting, with pricing based on Exhibit "D" Pricing Table
4. Each Encampment to be cleaned up by the Contractor will be authorized, and awarded by the City through the use of the Task Order Form available in Exhibit "E" only.
5. The City will award the Task Order to the Contractor who submitted the quote with the lowest price.

GUIDELINES FOR PROPERTY IDENTIFICATION

Unless an item is trash or poses an immediate threat to public health or safety, it should be retained for storage as personal property.

Items that are arranged in a manner that suggest ownership (e.g. items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in a bag or box) should be retained for storage.

If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored.

Examples of items to take to storage: *The following are examples of items that could be considered personal property and will be stored:*

| | |
|--------------------------|-----------------------------|
| ID/Social Security Cards | Tents |
| Medications* | Pots & Pans |
| Photos/Photo Albums | Radios & Electronics |
| Tax/Medical Records | Tools |
| Jewelry | Stoves and Generators |
| Eyeglasses | Bicycles |
| Books/Collectibles | Purses/Backpacks/Briefcases |

Examples of items that are trash or pose a threat to public health or safety will not be stored: *The following examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:*

- **Dirty or Soiled:** items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
- **Perishable:** open food or personal products that will spoil or rot in storage
- **Contaminated:** items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
- **Hazardous or Explosive:** items that could corrode or burn in storages (i.e. car batteries, gasoline cans, and propane tanks)
- **Broken or Disassembled:** items that are broken, damaged, or stripped of parts (i.e. electronics stripped for copper, flat tires, torn up clothes)
- **Weapons:** weapons will be turned over to the Milpitas Police Department
- **Obvious Trash:** Food/beverage wrappers, tissue/paper napkins, open household product containers

* All medications and controlled substances will be turned over to the Milpitas Police Department for storage. Contractor will submit a completed Task Order Form when turning over medications and controlled substances to the Milpitas Police Department. Task Order Form is available in Exhibit E.

EXHIBIT “B”

COMPENSATION

CONTRACT COSTS

1. Payment shall be made at the cubic yard rate contractually agreed upon between the Contractor and the City of Milpitas. This is an all-inclusive rate taking into account labor, fuel, tolls, equipment, and supplies. Contractor cubic yard rate is provided in Exhibit D, Pricing Table.
2. The City recognizes that the Public Works Department may occasionally direct Contractor to respond at night, on holidays, and weekends. Labor rates are higher and the Transfer Facility will not be open requiring additional storage and movement of debris collected. Contractor will be paid a different cubic yard rate in these circumstances.
3. No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.
4. Most of the work will be performed with hand tools. Use of specialized equipment will be at the Contractor's expense unless agreed to in advance.
5. Payments shall be made once per month based on the correct invoices submitted in the preceding month.
6. The City of Milpitas reserves the right to periodically review Contractor's payroll to verify payment of prevailing wage.

INVOICING

1. Invoices will be submitted within 30 days of work completion. The following information must be on the bill:
 - b. Purchase order number
 - c. Date the service was performed
 - d. Location of the clean-up
 - e. Name of City employee that made the request
 - f. Whether or not valuables were bagged, labeled, and taken to the designated storage location
 - g. Cubic yard rate
 - h. After-hours cubic yard rate
 - i. Approved specialized equipment costs
 - j. Weigh ticket for material taken to the Transfer Facility

LENGTH OF CONTRACT

The Contract will be for 5 years. Pricing for each year will be based on the Pricing Table in Exhibit "D". City reserves the right to cancel any time with 7 days written notice.

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 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 \$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 liit 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):

___ Insurance appropiates 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 appropiates 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.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

___ **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.

**EXHIBIT “D”
PRICING TABLE**

[Begins on following page]

RFP 2392 Homeless Encampment Clean-up Services

A. CONTRACT COSTS

1. Payment shall be made at the cubic yard rate contractually agreed upon between the Service Provider and the City of Milpitas. This is an all-inclusive rate taking into account labor, fuel, tolls, equipment, and supplies.
2. The City recognizes that the Public Works Department may occasionally direct Service Provider to respond at night, on holidays, and weekends. Labor rates are higher and the Transfer Facility will not be open requiring additional storage and movement of debris collected. Service Provider will be paid a different cubic yard rate in these circumstances.
3. No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.
4. Most of the work will be performed with hand tools. Use of specialized equipment will be at the Service Provider's expense unless agreed to in advance.
5. Payments shall be made once per month based on the correct invoices submitted in the preceding month.
6. The City of Milpitas reserves the right to periodically review Service Provider's payroll to verify payment of prevailing wage.

B. INVOICING

1. Invoices will be submitted within 30 days of work completion. The following information must be on the bill:
 - a. Purchase order number
 - b. Date the service was performed
 - c. Location of the clean-up
 - d. Name of City employee that made the request
 - e. Whether or not valuables were bagged, labeled, and taken to the designated storage location
 - f. Cubic yard rate
 - g. After-hours cubic yard rate
 - h. Approved specialized equipment costs
 - i. Weigh ticket for material taken to the Transfer Facility

| Schedule of Prices | | | | | | | |
|---------------------------|--|---------------|-----------------------------------|-----------------------------------|-------------------------------------|------------------------------------|------------------------------------|
| Item | Description | Unit | Cost per Unit Year One | Cost per Unit Year Two | Cost per Unit Year Three | Cost per Unit Year Four | Cost per Unit Year Five |
| 1 | Cleanup of Homeless Camp — Standard Rate | Cubic Yard | \$600.00 | \$600.00 | \$625.00 | \$625.00 | \$650.00 |
| 2 | Cleanup of Homeless Camp — Night / Holiday / Weekend Rate | Cubic Yard | \$675.00 | \$675.00 | \$680.00 | \$680.00 | \$700.00 |
| 3 | Hazardous Waste Disposal at permitted HazMat Site | Cubic Yard | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,500.00 | \$2,600.00 |
| 4a. | Debris Box and Hauling Provided by Milpitas Sanitation | Cubic Yard | \$180.00 | \$200.00 | \$200.00 | \$210.00 | \$220.00 |
| 4b. | Contractor hauls to: Kirby Canyon 910 Coyote Creek Golf Dr. Morgan Hill, CA 95037 | Cubic Yard | \$250.00 | \$250.00 | \$260.00 | \$260.00 | \$270.00 |
| 4c. | Contractor hauls to: GreenWaste 625 Charles St. San Jose, CA 95112 | Cubic Yard | \$380.00 | \$380.00 | \$400.00 | \$400.00 | \$400.00 |

| | | | | | | | |
|----|---|--------|----------|----------|----------|----------|----------|
| 5. | Transport of: Personal Property to Designated City Facility | Hourly | \$683.00 | \$703.00 | \$731.00 | \$753.00 | \$783.00 |
|----|---|--------|----------|----------|----------|----------|----------|

EXHIBIT "E"
TASK ORDER FORM
CITY OF MILPITAS
TASK ORDER

Task Order No. _____

Agreement: [INSERT NAME OF AGREEMENT]

Contractor: [INSERT NAME OF CONTRACTOR]

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____, 20____

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF MILPITAS

[INSERT CONTRACTOR NAME]

Dated: _____ Dated: _____

By: _____ By: _____

**ON-CALL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND TUCKER CONSTRUCTION, INC.
FOR HOMELESS ENCAMPMENT CLEANUP SERVICES**

1. Parties And Date.

This Agreement is made and entered into this day of _____ by and between the City of Milpitas, a municipal corporation organized under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”) and **Tucker Construction, Inc.**, a California corporation with its principal place of business at 1725-D Little Orchard Street, San Jose, CA 95125 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. Recitals.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement and in the task order(s) to be issued pursuant to this Agreement and executed by the City and Contractor (“Task Order”). Contractor represents that it is experienced in providing On-Call Homeless Encampment Cleanup services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for **On-Call Homeless Encampment Cleanup Services** (“Project”) as set forth in this Agreement on an on-call, as-needed basis. There is no guarantee of any of work under this Agreement other than what is specified herein or that the not-to-exceed compensation amount set forth herein will be spent.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project (“Services”). The types of Services to be provided are described in Exhibit “A” attached hereto

and incorporated herein by reference and in the individual Task Orders issued by the City. No Services shall be performed unless authorized by this Agreement or by a fully executed Task Order in the form attached hereto as Exhibit “E”. All Services shall be subject to, and performed in accordance, with this Agreement, any relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **June 22, 2020 to June 21, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor’s performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in this Agreement and any Task Order(s) (“Schedule of Services”). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor’s conformance with each Schedule, the City shall respond to Contractor’s submittals in a timely manner. Upon the City’s request, Contractor shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services as set forth in each Task Order.

3.2.3 Conformance to Applicable Requirements. All work undertaken by Contractor shall be subject to the approval of City.

3.2.4 City’s Representative. The City hereby designates the James Levers, Public Works Manager or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.5 Contractor’s Representative. Contractor hereby designates **Penny Bitcon**, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement (“Contractor’s Representative”). Contractor’s Representative shall have full authority

to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement and as described in the relevant Task Order.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

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

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section Error! Reference source not found. above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in this Agreement and any Task Order issued by the City, or which may be provided separately and agreed upon in writing by the Parties. Contractor shall be responsible for the cost of any damages suffered by the City by reason of delay caused by Contractor, its employees or subcontractors, if any.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Services while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all

Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants, if any, performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontracts, sub-subcontractors or consultants, if any, to meet any of the requirements provided for in Sections 3.2.10.1; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board, the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-

compliance is the result of the sole established negligence or willful misconduct of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, if any, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The cost of travel time, bonds, insurance, office support, accounting, regulatory compliance, and other business expenses are covered under the allowed percentage of Overhead and Profit entered on Exhibit “B;” and will not be allowed as a direct expense. The total compensation shall not exceed **Five-Hundred Thousand Dollars and Zero Cents, (\$500,000)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 California Labor Code Requirements

3.3.5.1 Contractor 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 \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor 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) 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.

3.3.5.2 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

3.3.5.3 This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any

subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

Tucker Construction, Inc.
1725-D Little Orchard Street
San Jose, CA 95125
Attn: Penny Bitcon, Project Manager

City:

City of Milpitas
455 E. Calaveras Boulevard
Milpitas, California 95035

Attn: James Levers, Public Works Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, 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 alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, if any, consultants or agents in connection with the performance of the Contractor's Services, the Project, this Agreement, or any Task Order, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses, except for any claims, demands, causes of action, costs, expenses, liabilities, losses, damage or injuries arising through the sole negligence or willful misconduct of the City, or its officials, officers, employees, agents or independent contractors.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against the City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding, except for any judgments, awards or decrees arising through the sole negligence or willful misconduct of City, or its officials, officers, employees, agents or independent contractors. Contractor shall also reimburse City for the cost of any settlement paid by the City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding, except for any costs of settlements arising through the sole negligence or willful misconduct of the City, or its officials, officers, employees, agents or independent contractors. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, except for any legal expenses and costs arising through the sole negligence or willful misconduct of the City, or its officials, officers, employees, agents or independent contractors. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Clara County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions,

Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, subcontractors, if any, and agents of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors, if any, to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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 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.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

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

3.5.19 Recitals. The recitals set forth above are true and correct and incorporated herein by reference.

3.5.20 Wage Theft Prevention.

3.5.20.1 Contractor, and any subcontractor 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.

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

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

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

3.5.20.5 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.

3.5.20.6 Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this

Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR ON-CALL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS AND TUCKER CONSTRUCTION INC**

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

CITY OF MILPITAS

Approved By:

Steven McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann, Risk Manager/Director
of Finance

Approved As To Content:

Tony Ndah, Public Works Director

TUCKER CONSTRUCTION INC

Signature

Name

Title

Date

DIR Registration Number (If Applicable)

EXHIBIT “A”

SCOPE OF SERVICES

The Contractor shall provide a reliable service to assist the City in homeless camp clean-up, which will include as-needed/on-call homeless camp clean-up services including the removal of materials stored and/or illegally dumped at abandoned camps.

Homeless camps in the City of Milpitas are typically established on trails, pathways, parks, and overpasses/underpasses. For the purposes of this service, Contractor will be working only in City of Milpitas jurisdiction. Homeless camps are also present in other jurisdictions or rights-of-way, including freeway on-ramp/off-ramps (Caltrans), expressways (Santa Clara County Roads and Airports), creeks (Santa Clara Valley Water District), and railroads (Union Pacific Railroad/VTA-BART). In the event that a requested homeless camp cleanup is located in another agency’s jurisdiction or rights-of-way, City staff will take the lead in communicating with other agencies in order to coordinate homeless camp cleanup.

A. SCOPE OF WORK

Homeless camps can create unsafe conditions and blight. The Contractor will provide a reliable service to clean-up abandoned camps on an as-needed basis.

1. Encampment sites are considered to contain a variety of materials that may contain hazardous materials, including biohazardous materials (e.g. syringes), garbage, general debris, human waste, animal waste, constructed temporary shelter, and other items associated with homeless occupancy. Sites may also contain illegally dumped materials including furniture, appliances, motors, tires, construction debris, automobile parts, bicycles, mattresses, box springs, and other items.
2. As directed by the City, Contractor will provide turnkey homeless encampment site cleanup for a safe and clean site by removing large items, biohazardous material and other illegally dumped or encampment waste material.
3. Cleanup duties shall include surveying sites, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and removal of all material.

There are two alternatives for disposal and hauling of non-hazardous removed waste:

- a. Contractor shall transport waste materials to a City designated transfer facility, or
- b. Contractor will coordinate with the City’s franchised solid waste hauler,

Milpitas Sanitation, to provide debris box and waste hauling.

The Contractor will provide all labor, materials, tools, equipment, transportation, and supplies required to abate homeless camps within the limits and/or jurisdiction of the City.

4. Contractor shall coordinate with the City on a site-by-site basis to determine the work order for each encampment or illegal dumping site. The work order will establish the site cleanup start date, estimated timeframe of the work, staging areas, traffic control, if required, and the name of the onsite representative.
5. Milpitas Police Department will post a “notice to vacate” at the camp, ordering the occupant(s) to vacate the premises and take belongings with them. Camp occupants typically have 72 hours to vacate the site. Police Department and/or other agencies will respond to person(s) who are violent or unable to care for themselves. The Contractor will work when the camp occupants are no longer on-site. If the person(s) that occupied the site return during the clean-up, the Contractor will stop work and call the Police Department. At no time is the Contractor expected to interact with the homeless or put employees at risk.
6. The Contractor will notify the Milpitas Fire Department if hazardous waste is discovered and/or a release of chemicals has occurred. The City will coordinate the hazardous materials response.
7. Under most circumstances, the Police Department will have confiscated weapons and illegal contraband prior to the arrival of the Contractor. Occasionally an undiscovered cache may be found. Contractor will stop work immediately, contact the Police Department, and wait for the assigned unit to arrive to process evidence /crime scene.
8. The City may require the Contractor to trim shrubs and vegetation as a deterrent for other urban campers once the camp is abated.
9. Camps may be located on properties shared by the City and other agencies. Contractor is expected to become familiar with Milpitas and verify the jobsite property is within the City's jurisdiction. Access may be restricted and Contractor will coordinate entry with the City.
10. Work is typically scheduled Monday through Friday. Occasionally the Police Department may require the camp be abated immediately. The Contractor will provide the City with a cell phone number where someone will answer 24-hours a day.
11. If the Contractor is unfamiliar with the specific location, City staff will provide a map or meet the Contractor staff at the job site.
12. Contractor will notify the City when the work is complete.

13. Additional homeless camps may be discovered in the same general area during the course of abatement. Contractor must notify the City's designated representative to obtain authorization prior to proceeding with any additional work. This will prevent conflicts regarding billing and safety issues if the Police Department has not cleared the area.
14. Large jobs will require special arrangements for taking material to the Transfer Facility. Contractor will contact the City to arrange delivery of materials in advance if special arrangements are needed.
15. Depending on the length of time and use of the camp, some hand digging of soil may be required. The Contractor will contact the City if mobile equipment is recommended.
16. Persons ordered from camps are told to take possessions of importance with them. In some cases, they are not able to remove valuable/usable items, such "personal property" must be stored for a period as determined by the Milpitas Municipal Code and available for retrieval. Contractor shall provide bags and tags and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medications, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffle bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Contractor will refer to the "**GUIDELINES FOR PROPERTY IDENTIFICATION**" for proper handling of these materials.
17. If the Contractor is responsible for hauling of removed debris, Contractor will take debris to the City designated transfer station. The driver will tell the gatekeeper it is from a City of Milpitas project. The original weigh ticket will accompany the invoice. If the encampment is large and/or a significant level of debris is expected, the City's refuse and recycling contractor will provide a roll-off container and haul it away when filled. The City of Milpitas may opt to use one of its dump trucks and haul the material to the Transfer Station once the Contractor has loaded it.
18. The Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, solid personal hygiene items, syringes, and other materials which could pose a health threat.
19. Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.

B. SCHEDULE AND RESPONSE TIME

1. The City will schedule abatement with the Contractor about the site. Abandoned camps must be cleaned within **48 hours** to decrease the chance of re-occupation and meet the requirements of this agreement.

2. If a camp presents an immediate threat, a more urgent response of one day will be required.
3. Contractor is to contact the City if something will interfere with completion of the project as scheduled. This should be a rare occurrence. Continual shifts in schedule can lead to cancellation of the Service Agreement.

C. SAFETY

1. The City of Milpitas emphasizes safety in all employee and contractor performance. Contractor will comply with all other safety rules, protocols, and licensing requirements as mandated by the State of California.
2. Safety and appropriate training/licensing are critical requirements for the Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.
3. Some camps are established in areas that are difficult to access. Sometimes it is not possible for trucks and other vehicles to park close to the job site. The debris will have to be carried out. If it cannot be done without vehicles, Contractor will need to coordinate traffic safety and an encroachment permit with the City to protect employees, passerby, and infrastructure that could be damaged.
4. Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, next to train tracks, by creeks and lakes, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Contractor will perform a hazard assessment and provide all training and supplies necessary.
5. Contractor shall be OSHA certified to operate any heavy equipment required to complete the illegal dumping or encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment.
6. Work within 25 feet of railroad tracks will require staff to wear safety vests and hard hats.
7. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by the State of California. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include, but not be limited to, hardhats, safety glasses, vests, gloves, and leather (or adequately puncture resistant) boots.
8. Field staff must be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing

Personal Protective Equipment (PPE) and following other protocols established for this situation must be followed. Solid infectious waste will be placed in a plastic bag, tied off, and taken to the Transfer Facility with trash. Liquids that cannot be poured into a sanitary sewer (NOT storm drain), or rendered solid with absorbents or toweling, will need to be managed as infectious waste. The Contractor will coordinate disposal of these wastes and syringes with the City.

9. The City reserves the right to periodically review Contractor's training records, licenses, and disposal records

D. JOB TASK ORDER AND AWARD

Specific homeless encampment cleanup project work will be issued through individual task orders as follows:

1. Contractor(s) will receive a request for task order proposal from the City for the specific project work,
2. The City and Contractor(s) will meet on site to develop the scope of work
3. The Contractor(s) will submit the completed Task Order within five (5) days of the site meeting, with pricing based on Exhibit "D" Pricing Table
4. Each Encampment to be cleaned up by the Contractor will be authorized, and awarded by the City through the use of the Task Order Form available in Exhibit "E" only.
5. The City will award the Task Order to the Contractor who submitted the quote with the lowest price.

GUIDELINES FOR PROPERTY IDENTIFICATION

Unless an item is trash or poses an immediate threat to public health or safety, it should be retained for storage as personal property.

Items that are arranged in a manner that suggest ownership (e.g. items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in a bag or box) should be retained for storage.

If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored.

Examples of items to take to storage: *The following are examples of items that could be considered personal property and will be stored:*

| | |
|--------------------------|-----------------------------|
| ID/Social Security Cards | Tents |
| Medications* | Pots & Pans |
| Photos/Photo Albums | Radios & Electronics |
| Tax/Medical Records | Tools |
| Jewelry | Stoves and Generators |
| Eyeglasses | Bicycles |
| Books/Collectibles | Purses/Backpacks/Briefcases |

Examples of items that are trash or pose a threat to public health or safety will not be stored: *The following examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:*

- **Dirty or Soiled:** items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
- **Perishable:** open food or personal products that will spoil or rot in storage
- **Contaminated:** items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
- **Hazardous or Explosive:** items that could corrode or burn in storages (i.e. car batteries, gasoline cans, and propane tanks)
- **Broken or Disassembled:** items that are broken, damaged, or stripped of parts (i.e. electronics stripped for copper, flat tires, torn up clothes)
- **Weapons:** weapons will be turned over to the Milpitas Police Department
- **Obvious Trash:** Food/beverage wrappers, tissue/paper napkins, open household product containers

* All medications and controlled substances will be turned over to the Milpitas Police Department for storage. Contractor will submit a completed Task Order Form when turning over medications and controlled substances to the Milpitas Police Department. Task Order Form is available in Exhibit E.

EXHIBIT "B"

COMPENSATION

CONTRACT COSTS

1. Payment shall be made at the cubic yard rate contractually agreed upon between the Contractor and the City of Milpitas. This is an all-inclusive rate taking into account labor, fuel, tolls, equipment, and supplies. Contractor cubic yard rate is provided in Exhibit D, Pricing Table.
2. The City recognizes that the Public Works Department may occasionally direct Contractor to respond at night, on holidays, and weekends. Labor rates are higher and the Transfer Facility will not be open requiring additional storage and movement of debris collected. Contractor will be paid a different cubic yard rate in these circumstances.
3. No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.
4. Most of the work will be performed with hand tools. Use of specialized equipment will be at the Contractor's expense unless agreed to in advance.
5. Payments shall be made once per month based on the correct invoices submitted in the preceding month.
6. The City of Milpitas reserves the right to periodically review Contractor's payroll to verify payment of prevailing wage.

INVOICING

1. Invoices will be submitted within 30 days of work completion. The following information must be on the bill:
 - b. Purchase order number
 - c. Date the service was performed
 - d. Location of the clean-up
 - e. Name of City employee that made the request
 - f. Whether or not valuables were bagged, labeled, and taken to the designated storage location
 - g. Cubic yard rate
 - h. After-hours cubic yard rate
 - i. Approved specialized equipment costs
 - j. Weigh ticket for material taken to the Transfer Facility

LENGTH OF CONTRACT

The Contract will be for 5 years. Pricing for each year will be based on the Pricing Table in Exhibit "D". City reserves the right to cancel any time with 7 days written notice.

EXHIBIT "C"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 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 \$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 liit 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):

___ Insurance appropriates 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 appropriates 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.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

X Waiver of Subrogation:

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

___ **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.

**EXHIBIT “D”
PRICING TABLE**

[Begins on following page]

RFP 2392 Homeless Encampment Clean-up Services

A. CONTRACT COSTS

1. Payment shall be made at the cubic yard rate contractually agreed upon between the Service Provider and the City of Milpitas. This is an all-inclusive rate taking into account labor, fuel, tolls, equipment, and supplies.
2. The City recognizes that the Public Works Department may occasionally direct Service Provider to respond at night, on holidays, and weekends. Labor rates are higher and the Transfer Facility will not be open requiring additional storage and movement of debris collected. Service Provider will be paid a different cubic yard rate in these circumstances.
3. No additional billing for costs shall be made, nor shall any payment be made for travel time of any crew or equipment.
4. Most of the work will be performed with hand tools. Use of specialized equipment will be at the Service Provider's expense unless agreed to in advance.
5. Payments shall be made once per month based on the correct invoices submitted in the preceding month.
6. The City of Milpitas reserves the right to periodically review Service Provider's payroll to verify payment of prevailing wage.

B. INVOICING

1. Invoices will be submitted within 30 days of work completion. The following information must be on the bill:
 - a. Purchase order number
 - b. Date the service was performed
 - c. Location of the clean-up
 - d. Name of City employee that made the request
 - e. Whether or not valuables were bagged, labeled, and taken to the designated storage location
 - f. Cubic yard rate
 - g. After-hours cubic yard rate
 - h. Approved specialized equipment costs
 - i. Weigh ticket for material taken to the Transfer Facility

| Schedule of Prices | | | | | | | |
|--------------------|--|---------------|---------------------------|---------------------------|-----------------------------|----------------------------|----------------------------|
| Item | Description | Unit | Cost per Unit Year One | Cost per Unit Year Two | Cost per Unit Year Three | Cost per Unit Year Four | Cost per Unit Year Five |
| 1 | Cleanup of Homeless Camp — Standard Rate | Cubic Yard | \$400.00 | \$412.00 | \$425.00 | \$437.00 | \$450.00 |
| 2 | Cleanup of Homeless Camp — Night / Holiday / Weekend Rate | Cubic Yard | \$600.00 | \$618.00 | \$637.00 | \$656.00 | \$675.00 |
| 3 | Hazardous Waste Disposal at permitted HazMat Site ** Loose packed barrel conversion. | Cubic Yard | \$8,000.00 | \$9,500.00 | \$11,150.00 | \$12,965.00 | \$14,962.00 |
| 4a. | Debris Box and Hauling Provided by Milpitas Sanitation | Cubic Yard | \$10.00 | \$11.00 | \$12.00 | \$13.000 | \$15.00 |
| 4b. | Contractor hauls to: Kirby Canyon 910 Coyote Creek Golf Dr. Morgan Hill, CA 95037 | Cubic Yard | \$35.00 | \$39.00 | \$42.00 | \$47.00 | \$51.00 |
| 4c. | Contractor hauls to: GreenWaste 625 Charles St. San Jose, CA 95112 | Cubic Yard | \$30.00 | \$33.00 | \$36.00 | \$40.00 | \$44.00 |

| | | | | | | | |
|----|---|--------|----------|----------|----------|----------|----------|
| 5. | Transport of: Personal Property to Designated City Facility | Hourly | \$110.00 | \$115.00 | \$118.00 | \$121.00 | \$125.00 |
|----|---|--------|----------|----------|----------|----------|----------|

EXHIBIT "E"
TASK ORDER FORM
CITY OF MILPITAS
TASK ORDER

Task Order No. _____

Agreement: [INSERT NAME OF AGREEMENT]

Contractor: [INSERT NAME OF CONTRACTOR]

The Contractor is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

List any attachments: [INSERT ATTACHMENTS, IF ANY]

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____, 20__

The undersigned Contractor hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

CITY OF MILPITAS

[INSERT CONTRACTOR NAME]

Dated: _____ Dated: _____

By: _____ By: _____



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|------------------------|---|
| Item Title: | Receive Report on Proposed Legislation, Assembly Bill 398 – COVID-19 Local Government and School Recovery and Relief Act, and Provide Direction to Staff |
| Category: | Leadership and Support Services |
| Meeting Date: | 6/23/2020 |
| Staff Contacts: | Christopher Diaz, 408-586-3040 Ashwini Katak, 408-586-3050 |
| Recommendation: | Receive report on proposed legislation, Assembly Bill 398 – COVID-19 Local Government and School Recovery and Relief Act, and provide direction to staff. |

Background:

On February 6, 2019, Assembly Member Kansen Chu introduced Assembly Bill 398. Initially, the legislation addressed a provision in the Education Code regarding local control and accountability plans. However, on May 27, 2020, the bill was amended and re-titled the “COVID-19 Local Government and School Recovery Relief Act. AB 398, as amended, would impose a tax on large businesses, as defined by the legislation, of \$275 per employee.

Analysis:

AB 398 would require large businesses defined as any “for-profit, private entity, including but not limited to a limited liability company, corporation, or limited liability partnership, that has more than 500 employees that perform any part of their duties within the state to pay a \$275 tax per employee. The tax would be collected and administered by the California Department of Tax and Fee Administration (the “Department”). If the legislation is adopted, the Department would be responsible for adopting and enforcing regulations relating to the administration and enforcement of the tax, including policies and regulations on collections, reporting, refunds and appeals.

The tax would be enforced by requiring all large businesses subject to the tax, to file, under penalty of perjury, a quarterly return with the Department. The report would be required to include information the Department deems necessary, including data on the number of employees that perform the majority of their duties in each city and each county in the state.

Once the tax is collected, it is to be deposited by the Department into the “COVID-19 Local Government and School Recovery and Relief Act Fund.” Once deposited, the State Controller can then allocate moneys in the fund, after taking up to 5% for state administrative costs, amongst the counties in proportion to the total number of employees of these large businesses performing a majority of their duties in those counties. From there, counties can then distribute the moneys as follows:

- 1) Twenty percent shall be distributed to the county.
- 2) Thirty percent shall be distributed among the cities in the county in proportion to the total number of employees of these large businesses that are reported to perform the majority of their duties in each of those cities.
- 3) Fifty percent shall be distributed among regions in the county based on city boundaries in the proportions used in paragraph (2), and each city shall then distribute the funds in equal shares among the K-12 school districts that operate in the city’s jurisdiction.

As of June 17, 2020, AB 398 has been referred to the Committee on Rules. A representative from Assembly Member Kansen Chu's office has asked the City to support the legislation.

Policy Alternative:

Alternative: City Council could choose not to receive the report or provide direction to staff on the legislation.

Pros: If the City Council chose not to take a position on the legislation, the City would remain a neutral party with regard to the proposed legislation.

Cons: If the City Council wants to be on the record as supporting or opposing the legislation, by not taking a position, the City may be missing out on the opportunity to be on record either in support or opposition.

Fiscal Impact:

At this time, the legislation does not appear to negatively impact local government such as the City of Milpitas. If the legislation was to be adopted, depending on how many large businesses may exist in the City, the City may see moneys from the proposed Fund.

California Environmental Quality Act:

Not applicable as the Council's discussion and direction on legislation does not have any potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Recommendation:

Receive report on proposed legislation, Assembly Bill 398 – COVID-19 Local Government and School Recovery and Relief Act, and provide direction to staff.

Attachment:

Fact Sheet



SUMMARY

AB 398 will provide needed financial relief to counties, cities and schools in the wake of the COVID-19 pandemic. To raise revenue, this bill will impose a tax on large, private, for-profit businesses in California, at the rate of \$275 per employee. The California Department of Tax and Fee Administration will administer and deposit all tax revenues into the COVID-19 Local Government and School Recovery and Relief Act, and funds will be distributed to counties, cities and schools based on the proportion of employees of large businesses in the area.

BACKGROUND

The COVID-19 pandemic has had a widespread impact around the world. Hundreds of thousands have lost their lives and many are financially struggling due to this pandemic. In May of 2020, over 4 million people had filed for unemployment over the course of seven weeks. COVID-19 and the resulting stay at home orders have led us into what is being called the COVID-19 recession. As Californians are struggling, the recession is reducing revenues available to government to provide the services people need. According to analysis by the League of California Cities, California cities are projecting a nearly \$7 billion general revenue shortfall over the next two fiscal years. If the stay-at-home order keeps extending, this shortfall will grow by billions. About 90 percent of cities projected that these shortfalls will impact core city services. California is facing a \$54.3 billion deficit due to COVID-19, which is the state's worst budget gap since the Great Recession. Now more than ever, California governments and schools need funding in order to continue to provide essential services to their residents

PROBLEM

Due to the pandemic continuing to ravage the economy, funding for core city services are being cut and will continue to be cut even further if the federal government does not provide additional relief for states. The Department of Finance projected a potential \$19 billion hit to funding for public schools from the January projection due to loss in tax revenue.

The loss of state funding for K-12 public schools has already caused school districts to layoff dozens of employees which is causing the unemployment rate to increase even further. California received 4.5 million unemployment claims since mid-March, which includes the layoff of teachers and staff from schools. The layoff of teachers and staff are impacting the students' education. Schools have spent the last 3 months adapting to providing education virtually without time to prepare. The school closures due to COVID-19 are resulting in learning loss, exacerbating existing inequities in education, and disproportionately impacting students from low-income households, students of color and students with disabilities. As the recession hits school funding, the Legislature needs creative revenue streams to ensure schools have the resources they need to provide students with a quality education and services.

Local governments employ a majority of teachers and first responders. In response to the COVID-19 pandemic, local governments need the funds to avoid laying off workers and the

STAFF CONTACT

Katelin Van Deynze

(916) 319-2025

Katelin.VanDeynze@asm.ca.gov

workers most needed to respond to the public health crisis and provide services to Californians experiencing the impacts of the recession. Local governments receive about 35-40% of revenue from state governments that now are facing a budget crisis due to the pandemic. Therefore, providing funds for local governments and schools is imperative to continuing to provide the essential resources to residents.

SOLUTION

With AB 398, California counties, cities and schools will receive funding to continue to provide essential services to their residents. We must invest in our community services in order to ensure this recession does not further exacerbate inequities and communities have the resources to address those inequities. To do so, this bill would require large, private, for-profit businesses in California with more than 500 employees to pay an annual fee of \$275 per employee. The revenue from the annual fee will be deposited in the COVID-19 Local Government and School Recovery and Relief Act Fund and distributed to local governments in proportion to the employees of a large business in their jurisdiction.

STAFF CONTACT

Katelin Van Deynze

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Katelin.VanDeynze@asm.ca.gov



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|-------------------------------|--|
| Item Title: | Adopt a Resolution Calling for the General Municipal Election on November 3, 2020 (Staff Contact: Mary Lavelle, 408-586-3001) |
| Category: | Consent Calendar-Leadership and Support Services |
| Meeting Date: | 6/2/2020 |
| Staff Contact: | Mary Lavelle, City Clerk, 408-586-3001 |
| <u>Recommendation:</u> | Adopt a resolution calling a General Municipal Election for City of Milpitas on Tuesday, November 3, 2020, requesting consolidation with the statewide presidential election and requesting election services from the Santa Clara County Registrar of Voters. |

Background:

Milpitas Municipal Code Title I, Chapter 200 Section 1.00 provides for the municipal election to be held on the same day as the statewide General Election. The statewide California Presidential General Election is scheduled this year on Tuesday, November 3. A Resolution has been drafted calling for the municipal election on Tuesday, November 3, 2020 for the purposes of electing one Mayor and two members of the City Council. The resolution also requests consolidation of the Municipal Election with the statewide General Election and requests provision of election services from the Santa Clara County Registrar of Voters.

In June 2006, the Milpitas City Council adopted Resolution No. 7597 relating to Candidates' Statements of Qualifications printed in the sample ballot for municipal elections. This resolution sets forth the total number of words permitted in a Candidate's Statement (200) and that the candidate is responsible for the cost of printing and mailing the statement as well as the translation into languages other than English. Also, the federal Voting Rights Act requirements apply to Santa Clara County and mandate that election materials be made available in four languages - Chinese, Spanish, Tagalog and Vietnamese - in addition to English, since 2002.

In 2020, the candidate filing period in Milpitas will take place in the City Clerk's office starting on Monday, July 13 at 8:00 am and will close on Friday, August 7 at 5:00 PM.

New in 2020, Santa Clara County registered voters - along with those in 14 other counties - will participate in voting all by mail or by visiting one of four Vote Centers established in Milpitas. No longer will registered voters go to neighborhood polling places throughout the City. All voters will receive a ballot in the mail (as occurred for the March 3, 2020 Primary Election) and may return ballots at multiple locations or by mail. Voting in person will be available for at least four days up to and including Election Day at the Vote Centers and the registrar's office in San Jose.

Fiscal Impact:

The estimated costs for the municipal election in the amount of \$125,000 are included in the FY 2020-21 Proposed Operating Budget. The County of Santa Clara Registrar shall invoice the City after the election is concluded for all related costs. Candidates for office pay the cost for Candidate's Statement in the ballot pamphlet, if they choose to submit one.

Recommendation:

Adopt a resolution calling a General Municipal Election for the City of Milpitas on Tuesday, November 3, 2020, for the purposes of electing one Mayor and two City Councilmembers and requesting consolidation with the statewide presidential election and election services from the Santa Clara County Registrar of Voters.

Attachment: Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS CALLING A
GENERAL MUNICIPAL ELECTION FOR TUESDAY, NOVEMBER 3, 2020, AND
REQUESTING SERVICES OF THE SANTA CLARA COUNTY REGISTRAR OF VOTERS
AND CONSOLIDATION OF THE ELECTION**

WHEREAS, the City Council has adopted Section 1.00 of Chapter 200, Title I of the Milpitas Municipal Code pursuant to California Elections Code §1301, determining that all General Municipal Elections shall be held on the Statewide General Election Day; and

WHEREAS, there is a scheduled Statewide General Election to be held on Tuesday, November 3, 2020; and

WHEREAS, a General Municipal Election is necessary to fill the offices of Mayor and two Members of the City Council, whose terms are expiring.

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

1. A General Municipal Election shall be held and consolidated with the Statewide General Election on Tuesday, November 3, 2020. The consolidated election will be held and conducted in accordance with the provisions of law regulating the statewide election.

2. The offices to be voted upon at such election are as follows:

Mayor of the City of Milpitas, full term, two years;

Member of the City Council of the City of Milpitas, full term, four years;

Member of the City Council of the City of Milpitas, full term, four years.

3. The City Council of the City of Milpitas requests the Board of Supervisors of Santa Clara County to consolidate the Milpitas General Election with the Statewide General Election and to further provide that the canvass of election returns be made by the Registrar of Voters at the direction of the Board of Supervisors of Santa Clara County. The City of Milpitas acknowledges that the consolidated election will be held and conducted in the manner prescribed in California Elections Code §10418.

4. The City of Milpitas requests the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters of the County of Santa Clara to render such election services to the City of Milpitas as may be requested by the City Clerk, and the County of Santa Clara is to be reimbursed in full for such services as are performed. The election services which the City of Milpitas requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if the Board of Supervisors consents, include preparation, printing and mailing of sample ballots; the establishment or appointment of precincts, Vote Centers (polling places) and election officers, and producing such publications as are required by law in connection therewith; the furnishing of ballots, envelopes, Vote Centers, and other necessary supplies or materials for voting places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Milpitas; and the performance of other election services as may be requested by the City Clerk. Election ballots, return mail envelopes, ballot drop boxes, established Vote Centers in the City of Milpitas, and election officers shall be the same as provided for the Statewide General Election to be held on November 3, 2020, and the Santa Clara County Registrar of Voters is authorized and instructed to certify the returns of the municipal election.

5. In the event of a tie vote (two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official of the County of Santa Clara Registrar of Voters, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and the City Clerk will determine the tie by lot to resolve the vote.

6. The City Clerk shall publish a "Notice of Election" pursuant to California Elections Code §12101, including the specified hours for voting. The City Clerk is authorized, instructed and directed to prepare any documents and take any additional actions that may be necessary in order to properly and lawfully conduct the election.

7. The Vote Centers in the City of Milpitas for the municipal election on November 3, 2020 shall be open and remain continuously open for the times consistent with the Statewide General Election pursuant to the Elections Code.

8. The City Clerk is hereby directed to deliver certified copies of this Resolution to the Clerk of the Board of Supervisors of Santa Clara County and the Registrar of Voters of Santa Clara County promptly upon its adoption.

PASSED AND ADOPTED this ____ day of June, 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: | Approve and Authorize the City Manager to Execute Amendment No. 2 to the Agreement with Cayenta for Implementation and Upgrade of the Financial and Utility Billing Software Systems to Extend the Term of Service Date from July 14, 2020 to December 14, 2020 |
| Category: | Consent Calendar-Leadership and Support Services |
| Meeting Date: | 6/23/2020 |
| Staff Contacts: | Jane Corpus, 408-586-3125 Chris Schroeder, 408-586-3161 |
| Recommendation: | Approve and authorize the City Manager to execute Amendment No. 2 to the agreement with Cayenta, a Division of N. Harris Computer Corporation, Inc. for implementation and upgrade of the financial and utility billing software systems to extend the term of service date from July 14, 2020 to December 14, 2020. |

Background:

In 1996, the City entered into an agreement with Cayenta, a Division of N. Harris Computer Corporation (Cayenta) to implement financial and utility billing software systems for the City of Milpitas. The financial system includes modules for General Ledger, Accounts Payable, Cash Collection, Payroll/Human Resources, Job Costing and Purchase Order. The current version for both systems is version 7.7. Periodically, the system needs to be upgraded due to technological and software changes. The financial and utility billing systems were both upgraded in 2014.

In 2019, the City Council approved the original agreement for the upgrade for a total not-to-exceed amount of \$419,892. Staff is in the process of upgrading both the financial and utility billing systems to version 9.0. This upgrade will allow the City to continue to receive bug fixes, programming changes and new functionalities that are only being released to the latest supported version. On January 13, 2020 the parties entered into Amendment No. 1 to the agreement to extend the term end date from January 14, 2020 to July 14, 2020, and to add implementation services for SB 998 to the Scope of Services. The City Council approved an ordinance and Council Policy in December 2019 consistent with SB 998 which regulates the discontinuance of residential water service.

Analysis:

As part of the upgrade of the financial and utility billing systems, the City will implement Cayenta's Connect Employee, Connect Manager and Connect Finance which are a web-based programs. In addition, Human Resources and Finance will have access to an ad hoc report writer Café which will provide access to HR/Payroll data. Connect Employee is a self-service module that allows staff to view and update personal information including address, contact information filing status, exemptions, withholdings, and direct deposit and to be able to access their biweekly pay stub and annual W2. Connect Manager will allow a supervisor to initiate personnel transactions, such as a merit increase, longevity assignment, or a transfer using an online workflow process. Connect Finance will allow the department to create a purchase order requisition online which will eliminate duplication of entry.

Due to key staff vacancies and the shelter in place order caused by COVID-19, staff had to delay testing and implementation of the upgrade. Therefore, staff recommends extending the term of service date from July 14, 2020 to December 14, 2020 with no increase to the contract's not-to-exceed compensation.

Policy Alternative:

Not applicable

Fiscal Impact:

There is no fiscal impact because staff is only recommending the extension of the existing term.

California Environmental Quality Act:

By the definition provided in the California Environmental Quality Act (CEQA) Guidelines Section 15378, this action does not qualify as a “project” for the purpose of CEQA

Recommendation:

Approve and authorize the City Manager to execute Amendment No. 2 to the agreement with Cayenta, a Division of N. Harris Computer Corporation, Inc. for implementation and upgrade of the Financial and Utility Billing Software Systems to extend the term of service date from July 14, 2020 to December 14, 2020.

Attachments:

- 1.) Amendment No. 2 to Cayenta Professional Services Agreement
- 2.) Amendment No. 1 to Cayenta Professional Services Agreement
- 3.) Cayenta Professional Services Agreement



AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
CAYENTA, AN UNINCORPORATED DIVISION OF N. HARRIS COMPUTER
CORPORATION
FOR
AN UPGRADE OF CAYENTA (+HCM + CONNECT+ CAFÉ FOR
PAYROLL/HCM)

This Amendment No. 2 is entered into this ____ day of June 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City"), and **Cayenta, an Unincorporated Division of N. Harris Computer Corporation**, a Foreign Stock corporation registered to do business in the State of California (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No 2.

RECITALS

WHEREAS, on January 28, 2019, the Parties entered into a Professional Services Agreement for the purpose of upgrading the existing Cayenta software Version 7.7 to Version 9.0 for the City's Finance Department for a maximum amount of \$419,892,00, and with a term period of January 15, 2019 to January 14, 2020 (the "Agreement"); and

WHEREAS, on January 13, 2020, the Parties entered into Amendment No.1 to the Agreement to extend the expiration of the term period date from January 14, 2020 to July 14, 2020, and to add additional services to the Scope of Services; and

WHEREAS, the Parties now desire to further amend the Agreement to extend the term period expiration date from July 14, 2020 to and including December 14, 2020.

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

1. The first sentence of Section 5 of the Agreement entitled "Term" is hereby amended to read as follows:

"The term of this Agreement shall be from **January 15, 2019** through **December 14, 2020**, unless earlier terminated as provided herein."

2. All other provisions of the Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

**SIGNATURE PAGE OF AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MILPITAS AND
CAYENTA, AN UNINCORPORATED DIVISION OF N. HARRIS COMPUTER
CORPORATION**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manager

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved As To Content:

Walter C. Rossmann, Risk
Manager/Director of Finance

**CAYENTA, AN
UNINCORPORATED DIVISION
OF N. HARRIS COMPUTER
CORPORATION**

Signature

Name

Title

Date

DIR Registration Number (If
Applicable)



**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH
CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

This Amendment No. 1 is entered into this 13th day of January, 2020, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **Cayenta, an unincorporated division of N. Harris Computer Corporation** a Foreign Stock corporation registered to do business in the State of California, with its principal place of business at **4200 North Fraser Way, Suite 201, Burnaby BC, V5J 5K7, Canada** (hereafter referred to as "Consultant"). City and Consultant may be jointly referred to herein as the "Parties."

RECITALS

WHEREAS, on January 28, 2019, the Parties entered into a Professional Services Agreement for the purpose of upgrading the existing Cayenta software Version 7.7 to Version 9.0, for a total not-to-exceed amount of \$419,892, with a contract term of January 15, 2019 to January 14, 2020 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term end date from January 14, 2020 to and including July 14, 2020, and to add to the Scope of Services additional services listed in Exhibits A-1 and A-2, attached hereto. The services in Exhibits A-1 and A-2 shall be applicable to both Cayenta Version 7.7, currently in use, and Version 9.0, under development. **NOW THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. The first sentence of Section 5 of the Agreement entitled "Term" is amended to read as follows:

"The term of this Agreement shall be from January 15, 2019 through July 14, 2020, unless earlier terminated as provided herein."
2. EXHIBIT A of the Agreement entitled "Scope of Services" is amended to include "Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein.
3. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

This Amendment is executed as of the date written above.

SIGNATURES ON THE FOLLOWING PAGE

CITY OF MILPITAS

Approved By:

Chris Schroeder
Chris Schroeder, Purchasing Agent

Date

Approved As To Form:

Christopher J. Diaz
Christopher J. Diaz, City Attorney

Approved:

Walter C. Rossmann
Walter C. Rossmann, Risk
Manager/Director of Finance

Approved As To Content:

Jane Corpus
Jane Corpus, Assistant Director of
Finance

**CAYENTA, A DIVISION OF N. HARRIS
COMPUTER CORPORATION**

Signature

Name

Title

Date

DIR Registration Number (If
Applicable)



SALES QUOTE ID P-77204 **CUSTOMER** Milpitas, City of
455 East Calavares Blvd
Milpitas,, CA 95035 USA

DESCRIPTION OF WORK Milpitas, City of - SB-998.
CCS-109 – Configuration
Consultant

DATE ISSUED 01/07/20 **PO NUMBER**
BILLING TYPE Fixed Price **CONTACT**
RATE \$215.00 USD **SALES REPRESENTATIVE** Richard Goodfellow

WORK DETAILS

Estimated Costs

| ID | Task Name | Hours | Services | Licenses | Annual Maintenance | Total | Travel |
|----------------------------|---------------------------------------|-------|-------------------|---------------|--------------------|-------------------|---------------|
| T-237609 | Consulting time for the configuration | 16 | \$3,440.00 | \$0.00 | \$0.00 | \$3,440.00 | \$0.00 |
| Work Details Total: | | | \$3,440.00 | \$0.00 | \$0.00 | \$3,440.00 | \$0.00 |

BILLING SCHEDULE

| ID | Description | Estimated Cost |
|--------------------------------|--------------------------|-------------------|
| 1 | 50% upon signature of WO | \$1,720.00 |
| 2 | 50% Upon completion | \$1,720.00 |
| Billing Schedule Total: | | \$3,440.00 |

Terms and Conditions

- 1. **Payment Terms** Fifty (50%) of the quoted amount is due on signing of this Work Order; unless a billing schedule is detailed on this document. The remaining fifty (50%) will be billed as the work is performed. All fees shall be paid within thirty (30) days of invoice date. All amounts quoted are exclusive of taxes, which will be billed to the customer if the customer is not tax-exempt. Travel and lodging expenses will be invoiced as incurred as per Cayenta's current travel policy.
- 2. **General Terms** Where the service outlined on this work order requires:
 - (a) Consultants travel to the client site for delivery
 - (b) Remote delivery where both Cayenta and the client participation is required and has been pre-scheduled, then all arrangements must be confirmed two weeks prior to delivery. If the client cancels or alters the scheduled dates, then they will be liable for any travel expenses or cancellation fees incurred and 50% of the total estimated service costs on this Work Order.
- 3. **Other Terms / Notes**

WORK COMMENCEMENT AUTHORIZATION

Name: _____

Date: _____

Title: _____

Signature: _____

Please email signed document to:

Richard Goodfellow

rgoodfellow@cayenta.com



SALES QUOTE ID P-77205 **CUSTOMER** Milpitas, City of
DESCRIPTION OF WORK Milpitas, City of - SB-998
CBI-10688 – BI Reports
DATE ISSUED 01/07/20 **PO NUMBER**
BILLING TYPE Fixed Price **CONTACT**
RATE \$215.00 USD **SALES REPRESENTATIVE** Richard Goodfellow

WORK DETAILS

Estimated Costs

| ID | Task Name | Hours | Services | Licenses | Annual Maintenance | Total | Travel |
|----------------------------|-----------|-------|--------------------|---------------|--------------------|--------------------|---------------|
| T-237611 | BI Report | 52 | \$11,180.00 | \$0.00 | \$0.00 | \$11,180.00 | \$0.00 |
| Work Details Total: | | | \$11,180.00 | \$0.00 | \$0.00 | \$11,180.00 | \$0.00 |

BILLING SCHEDULE

| ID | Description | Estimated Cost |
|--------------------------------|-----------------------------|--------------------|
| 1 | 50% Upon signature of WO | \$5,590.00 |
| 2 | 50% Upon Completion of Jira | \$5,590.00 |
| Billing Schedule Total: | | \$11,180.00 |

Terms and Conditions

- 1 **Payment Terms** Fifty (50%) of the quoted amount is due on signing of this Work Order unless a billing schedule is detailed on this document. The remaining fifty (50%) will be billed as the work is performed. All fees shall be paid within thirty (30) days of invoice date. All amounts quoted are exclusive of taxes, which will be billed to the customer if the customer is not tax-exempt. Travel and lodging expenses will be invoiced as incurred as per Cayenta's current travel policy.
- 2 **General Terms** Where the service outlined on this work order require:
 - (a) Consultants travel to the client site for delivery
 - (b) Remote delivery where both Cayenta and the client participation is required and has been pre-scheduled, then all arrangements must be confirmed two weeks prior to delivery. If the client cancels or alters the scheduled dates, then they will be liable for any travel expenses or cancellation fees incurred and 50% of the total estimated service costs on the Work Order.
- 3 **Other Terms / Notes**

WORK COMMENCEMENT AUTHORIZATION

Name: _____ **Date:** _____
Title: _____ **Signature:** _____

Please email signed document to: Richard Goodfellow rgoodfellow@cayenta.com



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF MILPITAS
AND
CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

This Agreement is made and entered into as of this **28th day of January, 2019** ("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 **Cayenta, an unincorporated division of N. Harris Computer Corporation** a Foreign Stock corporation registered to do business in the State of California, with its principal place of business at **4200 North Fraser Way, Suite 201, Burnaby BC, V5J 5K7, Canada** (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:

An Upgrade of Cayenta (+ HCM + Connect + Café for Payroll/HCM)

(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 Nineteen Thousand Eight Hundred Ninety-Two dollars and Zero cents (\$419,892.00)**. 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 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 contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **January 15, 2019 to January 14, 2020**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon the commencement date of the term of this Agreement set forth above

Consultant shall perform its services in a prompt and timely manner and shall complete the services required hereunder in accordance with the **“Activity Schedule”** attached hereto as **Exhibit C**.

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 not be unreasonably withheld. Notwithstanding the above, Consultant shall not be restricted from assigning the Agreement in the event of internal restructuring of its business units, so long as ownership of the resulting entity remains with its parent company, Constellation Software Inc. 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 and Limitation of Liability.

a. Subject to the limitations set forth in Section 12(b), to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), 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, the wrongful act 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.

This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Consultant, (ii) City has not made any admissions of liability or settlement offers either prior to or after providing notice to Consultant of the applicable claim except with Consultant's prior written consent, except to the extent required by applicable law, and (iii) Consultant has sole control of the defense of any claim or proceeding and all negotiations for its compromise or proceeding. Any material breach by City of its covenants under this Section 12 shall nullify this indemnity. Consultant will not settle or compromise and applicable claim or send to the entry of any judgment that (i) adversely affects any of the rights of the City, (ii) imposes any obligations on the City, (iii) imposes any costs on the City that are not indemnified by Consultant, or (iv) would admit fault by the City. City may, at City's sole cost and expense – which is outside the scope of this indemnity – retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

b. Limitation of Liability.

EXCEPT FOR CLAIMS ARISING OUT OF (a) CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (WHICH INCLUDES WILLFUL VIOLATIONS OF LAWS OR REGULATIONS), OR (b) INJURY OR DEATH TO PERSONS OR DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF CONSULTANT TO CITY FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, BREACH OF FIDUCIARY DUTY, OR ANY INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CONSULTANT BY ORGANIZATION PURSUANT TO THE RELEVANT STATEMENT OF WORK.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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 \$1,000 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. 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.

16. Termination or Abandonment



a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) calendar days written notice to Consultant. In such event, 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.

17. Ownership.

Consultant acquires no right, title or interest from the City or its licensors under the Agreement in or any customer data or reports generated therefrom.

Except as otherwise provided in "Termination or Abandonment," above, upon payment in full for the services described in this Agreement, be furnished to the City, Consultant shall return any or all City owned documents, photographs, computer software, video and audio tapes. City may retain a PDF copy of any reports or other deliverables provided by City to Consultant as part of the Services, however Consultant is and shall remain the owner of all copyright, patents, trademarks, trade secrets and other intellectual property rights.

18. Organization.

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

19. Limitation of Agreement.

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

20. 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

CONSULTANT:
 Cayenta, A Division of N. Harris Computer Corporation
 4200 North Fraser Way, Suite 201
 Burnaby, BC V5J 5K7



Attn: Jane Corpus

Canada

Attn: Richard Goodfellow

and shall be effective upon receipt thereof.

21. 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.

22. 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.

23. 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.

24. Severability

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

25. 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.

26. Non-Waiver

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

27. Timely Performance



Consultant and City acknowledge that the successful and timely completion of the project requires the mutual cooperation and performance hereof by both of them. They shall diligently fulfill all of the responsibilities and obligations described as their respective responsibilities and obligations in this Agreement.

28. 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.

29. 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.

30. 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
CAYENTA, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

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

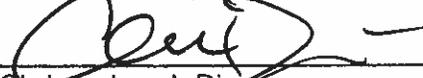
CITY OF MILPITAS

Approved By:


Julie Edmonds-Mares
City Manager

3/20/19
Date

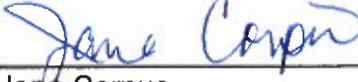
Approved As To Form:


Christopher J. Diaz
City Attorney

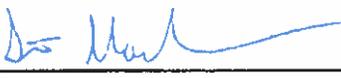
Approved As To Scope:


Jane Corpus
Interim Director of Finance

Approved As To Content:


Jane Corpus
Assistant Director of Finance

**CAYENTA, A DIVISION OF N. HARRIS
COMPUTER CORPORATION**


Signature

Scott Mackendrick
Name

Executive Vice President
Title

Feb 6 2019
Date

DIR Registration Number (If Applicable)



EXHIBIT A

Scope of Services

Upgrade Overview

The CLIENT is embarking on an upgrade of Cayenta software upgrade to version 9.0.0 (the latest release level generally available). Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project.

- CLIENT has requested to engage HARRIS for value added services related to the upgrade as outlined in the Table of Services.
- These services are not included in the Software and Maintenance Fees
- The services are organized into discrete units of work called Upgrade Services Offerings and are provided by Cayenta's pool of upgrade resources.
- CLIENT is responsible for determining the duration of the upgrade project and desired go-live date and providing adequate testing resources to meet that duration.
- Based on CLIENTS timeline and selected Upgrade Services Offerings, Cayenta will provide scheduled resources based on availability.
- Multiple client upgrades are ongoing so requested dates may not always be available if resources from the Upgrade resource pool already secured by other client upgrades
- Cayenta agrees to schedule and begin the upgrade within 120 days of client signing of the Upgrade SOW.

| | |
|--|--|
| Products currently installed (CIS, FMS, WM, HR/PA) | CIS; CF and HR/PA |
| Current Version (e.g. - 7.7.0) | 7.7.0 (from Jun 2015) |
| Oracle or SQL Server Database (& version) | Oracle |
| Number of CIS Accounts | 25,000 |
| Number of Users | 90 (approx.) |
| FMS Modules | AP, BU, CC, AR, GL, JC, PO |
| HR/PA Modules | HR, PA |
| WM Modules | NA |
| Cayenta Managed Solutions (CMS) | NA |
| Actuate or Cognos (version?, Planet Press?) | Actuate 11 |
| Custom Cayenta Reports | 10 |
| CF scripting (or In-house built scripts) | Yes |
| Budget Prep | No |
| Time Entry (TE) | No |
| Customer Self Service (CSS) | No |
| Employee Self Service (ESS) | Included as part of this upgrade Milpitas has 430 full time, but 600 including part time. |



| | |
|--|--|
| Vendor Self Service (VSS) | No |
| Cayenta Dashboard | NA |
| Cognos Analytics for Excel (CAFÉ) | Included as part of this upgrade (for Payroll/HCM) |
| Cayenta Analytics (for Utilities) | No |
| Cayenta Link using Excel (CLUE) | No |
| Custom Portals | No |
| Custom Interfaces | 2 |
| 3rd party Integration | Run Invoice Cloud (but no Cayenta CSS) |
| Combined Menus already? (Y/N) | Yes |
| Combined Database already? (Y/N) | Yes |
| Internal or 3rd Party Upgrade Project Manager? | Internal Milpitas Project Manager |
| Known Constraints (e.g. Must be live by, etc.) | NA |
| Complete list of WORD Templates/Forms used | AP Check; PA DD Stub; PA Check |
| Already using Time-Based Employee Master? | No |
| Already using Time-Based Deductions? | No |



Table of Services

| Services Component 1: Monthly Services | | | | | | | | |
|--|---|------------|-----|--------|------------|----------------|----------------------|-------------------|
| Item | Description | Group | Qty | Unit | Hours | Price Per Unit | Total | Optional Travel |
| 1.01 | Monthly Upgrade Manager Services | PM | 6 | Months | 32 | \$ 6,080.00 | \$ 36,480.00 | |
| 1.02 | Monthly Consulting Services - CIS | Consulting | 5 | Months | 32 | \$ 6,080.00 | \$ 30,400.00 | |
| 1.03 | Monthly Consulting Services - FMS | Consulting | 5 | Months | 32 | \$ 6,080.00 | \$ 30,400.00 | |
| 1.04 | Monthly Consulting Services - HCM/Payroll | Consulting | 5 | Months | 32 | \$ 6,080.00 | \$ 30,400.00 | |
| 1.05 | Go-live Planning and Execution - PM | PM | 1 | Weeks | 16 | \$ 3,040.00 | \$ 3,040.00 | |
| 1.06 | Go-Live Transition - Appcon | Consulting | 2 | Weeks | 24 | \$ 4,560.00 | \$ 9,120.00 | \$2,000.00 |
| | Total | | | | 736 | | \$ 139,840.00 | \$2,000.00 |

| Audit Services 2: Included in Annual Maintenance | | | | | | | | |
|--|---|----------|---|------|----|------|--------|--|
| 2.01 | Environment Audit - no cost | Included | 1 | Each | 8 | \$ - | \$0.00 | |
| 2.02 | Functional Audit - no cost | Included | 1 | Each | 16 | \$ - | \$0.00 | |
| 2.03 | Product Release notes and Feature Release documents | Support | | | | | | |
| 2.04 | End User Training guides for upgrade version | Support | | | | | | |

| Services Component 3: Technical and Data Services | | | | | | | | |
|---|---|-----------|-----|------|------------|-------------|---------------------|-----------------|
| Item | Description | Group | Qty | Unit | Hours | Amount | Total | Optional Travel |
| 3.01 | Creation and Validation of new Production environment (CayProd) for upgrade version | Technical | 1 | Each | 24 | \$ 4,560.00 | \$ 4,560.00 | |
| 3.02 | Environment hand-off and security training Upgrade Cognos - not needed as Cognos recently installed | Technical | 1 | Each | 4 | \$ 760.00 | \$ 760.00 | |
| 3.03 | Data Refresh during Project | Reporting | 0 | Each | 16 | \$ 3,040.00 | \$ - | |
| 3.04 | Tech assistance during upgrade (Troubleshooting) | Technical | 1 | Each | 12 | \$ 2,280.00 | \$ 2,280.00 | |
| 3.05 | Mock Go-live (Planning, support and execution) | Technical | 1 | Each | 20 | \$ 3,800.00 | \$ 3,800.00 | |
| 3.06 | Creation of new CayTest environment | Technical | 1 | Each | 16 | \$ 3,040.00 | \$ 3,040.00 | |
| 3.07 | Go-Live Technical Tasks | Technical | 1 | Each | 16 | \$ 3,040.00 | \$ 3,040.00 | |
| 3.08 | Total | | | | 112 | | \$ 21,280.00 | \$0.00 |

| Services Component 4: New Product / Feature Implementation Services | | | | | | | | |
|---|--|-------------|-----|------|-------|-------------|------------|-----------------|
| Item | Description | Group | Qty | Unit | Hours | Amount | Total | Optional Travel |
| 4.01 | Caystone - setting up baseline tests and training | A - General | 1 | Each | 4 | \$ 760.00 | \$760.00 | |
| 4.02 | Core Portals/Statistics | A - General | 1 | Each | 6 | \$ 1,140.00 | \$1,140.00 | |
| 4.03 | Portals - AG Grid / Quick Export / Graphing - training | A - General | 1 | Each | 2 | \$380.00 | \$380.00 | |
| 4.04 | Enable portal and Inquiry searching on encrypted fields | A - General | 1 | Each | 4 | \$760.00 | \$760.00 | |
| 4.05 | Financial Inquiry, Purchasing Inquiry and new data entry screens | FMS | 1 | Each | 4 | \$ 760.00 | \$760.00 | |
| 4.06 | Budget Journal Entry - re-write of the budget journal into the JV entry - need some time for security set up | FMS | 1 | Each | 4 | \$760.00 | \$760.00 | |



Table of Services (cont'd)

| Services Component 4: New Product / Feature Implementation Services | | | | | | | | |
|---|---|-------------|-----|------|------------|-------------|---------------------|--------------------|
| Item | Description | Group | Qty | Unit | Hours | Amount | Total | Optional Travel |
| 4.07 | Accounts Payable - Invoice Entry - - old invoice entry is gone there are some setup options | FMS | 1 | Each | 4 | \$760.00 | \$760.00 | |
| 4.08 | Implementation Services: Year End Workflow - GL | FMS | 1 | Each | 12 | \$2,280.00 | \$2,280.00 | |
| 4.09 | FMS Scripting assistance - updating | FMS | 1 | Each | 8 | \$ 1,520.00 | \$1,520.00 | |
| 4.10 | Security Improvements - Encryption has been added for SSN/SIN numbers and Banking information (CF-8767; CF-8129) | FMS | 1 | Each | 4 | \$760.00 | \$760.00 | |
| 4.11 | CONNECT Finance | FMS | 1 | Each | 100 | \$19,000.00 | \$19,000.00 | \$2,000.00 |
| 4.12 | Setup new W2 (American) screens | HCM/Payroll | 1 | Each | 6 | \$ 1,140.00 | \$1,140.00 | |
| 4.13 | Personnel Inquiry | HCM/Payroll | 1 | Each | 8 | \$ 1,520.00 | \$1,520.00 | |
| 4.14 | Direct Deposit | HCM/Payroll | 1 | Each | 2 | \$ 380.00 | \$380.00 | |
| 4.15 | Payroll configuration | HCM/Payroll | 1 | Each | 30 | \$5,700.00 | \$5,700.00 | |
| 4.16 | Implementation of new HCM functionality - Position Control - Personnel Action Forms - Benefits Admin - Employee Mgmt - Compensation History - Approvals | HCM/Payroll | 1 | Each | 300 | \$57,000.00 | \$57,000.00 | \$6,000.00 |
| 4.17 | CAFE for HCM/Payroll | HCM/Payroll | 1 | Each | 160 | \$30,400.00 | \$30,400.00 | \$2,000.00 |
| 4.18 | CONNECT Employee | HCM/Payroll | 1 | Each | 100 | \$19,000.00 | \$19,000.00 | \$2,000.00 |
| 4.19 | CONNECT Manager | HCM/Payroll | 1 | Each | 150 | \$28,500.00 | \$28,500.00 | \$2,000.00 |
| | Total | | | | 908 | | \$172,520.00 | \$14,000.00 |

| Services Component 5: BI Services | | | | | | | | |
|-----------------------------------|--|-----------|-----|------|-----------|-------------|--------------------|-----------------|
| Level | Description | Group | Qty | Unit | Hours | Amount | Total | Optional Travel |
| 5.01 | Replace WORD template AP Check with Cognos version (CBI-9311) | Reporting | 1 | Each | 30 | \$5,700.00 | \$5,700.00 | |
| 5.02 | Replace WORD template PA DD Stub with Cognos version (CBI-9312) | Reporting | 1 | Each | 12 | \$2,280.00 | \$2,280.00 | |
| 5.03 | Replace WORD template PA Check with Cognos version (CBI-9313) | Reporting | 1 | Each | 40 | \$7,600.00 | \$7,600.00 | |
| 5.04 | Bill Print - Move Actuate to Cognos Recommendation to move off Actuate by Dec 2020 (at the latest). A JIRA needs to be opened for a BI estimate on specific needs. | Reporting | 0 | Each | 250 | \$47,500.00 | \$0.00 | |
| 5.05 | Other Reports - Move Actuate to Cognos | Reporting | 0 | Each | 0 | \$ - | \$0.00 | |
| 5.06 | Other Reports - Move Actuate to Portals/Stats | Reporting | 0 | Each | 0 | \$ - | \$0.00 | |
| | Total | | | | 82 | | \$15,580.00 | \$0.00 |



Table of Services (cont'd)

| Dev Component 6: Dev Services | | | | | | | | |
|-------------------------------|--|-----------|-----|------|----------|----------|---------------|-----------------|
| Level | Description | Group | Qty | Unit | Hours | Amount | Total | Optional Travel |
| 6.01 | Developer on call - Go Live weekend | Developer | 0 | Each | 2 | \$380.00 | \$0.00 | |
| 6.02 | Developer actual hours worked -Go Live weekend | Developer | 0 | Each | 0 | \$0.00 | \$0.00 | |
| | Total | | | | 0 | | \$0.00 | \$0.00 |

| Component 7: License | | | | | | | | |
|----------------------|------------------------|---------|-----|----------|-------|-----------|--------------------|-----------------|
| Level | Description | Group | Qty | Unit | Hours | Amount | Total | Optional Travel |
| 7.01 | CONNECT Finance^ | Cayenta | 1 | Licenses | | \$ 10,000 | \$10,000.00 | |
| 7.02 | CONNECT Manager^ | Cayenta | 1 | Licenses | | \$ 10,000 | \$10,000.00 | |
| 7.03 | CONNECT Employee^ | Cayenta | 1 | Licenses | | \$ 10,000 | \$10,000.00 | |
| 7.04 | CONNECT CAFE licenses^ | Cayenta | 5 | Licenses | | \$ 500 | \$2,500.00 | |
| | | | | | | | \$32,500.00 | \$0.00 |

| | | | | | | | | |
|--------------------|--|--|--|--|--------------|--|---------------------|--------------------|
| Grand Total | | | | | 1,838 | | \$381,720.00 | \$16,000.00 |
|--------------------|--|--|--|--|--------------|--|---------------------|--------------------|

Additional Maintenance on License^

Annual Maintenance of 25% on installation

General Notes

Items marked as '0' quantity are not part of the project, but included as Reference Only.

Hardware costs are priced/managed directly by clients.

Additional data refreshes after the start of the project will be an additional cost, and will incur a change order.

On-site time - 3 hours is billed each direction at US\$75 per hour.

Cayenta agrees to schedule and begin the upgrade within 120 days of client signing of the Upgrade SOW.

Services Description

| Services Component | Name | Description and Purpose | Contents/Activities | Party Responsible |
|------------------------------------|-------------------------------------|--|---|-------------------|
| 1 - Monthly Services | Upgrade Manager Monthly Services | For a monthly fee, HARRIS will provide an Upgrade Manager to oversee HARRIS's activities for each Upgrade Component, including the coordination of the Consulting Support services, tracking the progress, managing resources and dealing with any development issues | <ol style="list-style-type: none"> 1. Initiating and planning of the project 2. Managing project scope, budget and forecast of the project resources 3. Managing communication between "client" and Cayenta's different teams 4. Assistance with Set up of different tools required for the project such as SharePoint and CayStone and granting permission to different users 5. Conducting weekly issues & risk review meetings with "client" for each functional area or ancillary product included in the upgrade. At this meeting the project manager will work with the "client" to mitigate any risks and identify any key issues that need escalation. 6. Monitoring the progress of the project and overseeing all the deliverables and providing relevant reports throughout the project 7. Assisting with preparation of the go-live plan and mock go live 8. Managing "client" development items 9. Monitoring the go live weekend process 10. Managing project closure and transition to Cayenta Support | HARRIS |
| 1 - Monthly Services | CLIENT Project Management | CLIENT will appoint a dedicated project manager to lead the upgrade project and the CLIENT project team, and to liaise with the Harris Upgrade Manager | <ol style="list-style-type: none"> 1. A high level Schedule of Durations is provided in this document and forms the basis for the monthly pricing for monthly recurring services. CLIENT will be responsible for managing it's lower level tasks within each services component. CLIENT may request to extend monthly recurring services by paying the fixed monthly fee for additional months of recurring services 2. Provide all testing activities related to implementing the upgrade version utilizing tool provided by HARRIS (CayStone) 3. Provide leadership of the day to day testing efforts ensuring testing is progressing at a pace to be completed within the allotted months of Consulting Support being provided by HARRIS | CLIENT |
| 1 - Monthly Services | Consulting Support Monthly Services | CLIENT is engaging HARRIS for Consulting Support for a monthly fee for the duration of months specified in the table of durations. CLIENT may choose to employ a longer duration of testing if required, and may request additional months of Consulting Support for the monthly fee defined in this agreement. Consulting Support is an optional value added service, and will not be provided beyond the number of months specified in the table of services for any reason without an additional monthly fee. Any changes to extend the project will be agreed upon by way of a change order outlining the costs related to extending the monthly recurring support charges | <p>For the monthly fee, HARRIS will provide access to Consulting Support services</p> <ol style="list-style-type: none"> 1. Support for incidents logged in CayStone for issues that arise from CLIENT testing 2. Scheduling for Priority 0 and 1 defect corrections 3. HARRIS will respond to incidents via CayStone regarding problems or questions that the CLIENT testers encounter. This is the preferred method of communication when it comes to testing and managing other aspects of the Project such as training needs, cut-over tasks, business process changes, etc. Email should be kept to a minimum so that the history of every incident is captured in one place and is accessible to all 4. One on one analysis and WebEx sessions for issues requiring more | HARRIS |
| 2 - Included In Annual Maintenance | Included Services | HARRIS will provide an Environmental and Functional audit | At no cost, and before CLIENT gets in to begin testing, HARRIS will confirm that environment overall is functioning and useable | HARRIS |
| 3 - Technical and Data | Technical and Data Services | HARRIS will provide optional environment creation and data migration services for a fixed price per data migration. This will include two environments only - test and production. CLIENT may request additional data refreshes beyond those listed above for the same fixed price per data refresh. This is an optional service, and HARRIS will not be required to provide any additional data refreshes for any reason without compensation. Any additional data refreshes needed will be agreed upon by way of a change order | <ol style="list-style-type: none"> 1. HARRIS' technical team will prepare and complete the upgrade in the upgrade TEST environment(s) as denoted in the Table of Services 2. HARRIS will provide X additional data refreshes (as specified in the Table of Services) 3. HARRIS technical team will provide technical services to deliver combined menus and combined schema in conjunction with the upgrade to the latest supported version of Cayenta ERP | HARRIS |

Services Description (cont'd)

| | | | | |
|------------------------|--|---|--|--------|
| 4 - New Feature Config | Implementation, Training and Configuration of New Features | HARRIS will configure the new features for the CLIENT that are described in the Table of Services. There is no custom development included in the scope of services, including but not limited to changes to custom reporting (bills, S/O, W/O, letters, portals, reports, financial templates). Any custom development required will be estimated and charged at our standard \$190.00 rate and agreed upon by way of a change order. HARRIS will provide training for the CLIENT upgrade project team for items described in the | As listed in the table of services. | HARRIS |
| 4 - End User Training | CLIENT End User Training | CLIENT is solely responsible for any end user training related to placing the upgrade version into production | As listed in the table of services | CLIENT |
| 5 - BI Services | Business Intelligence Services | HARRIS will provide Business Intelligence and Reporting services work as documented in the Table of Services | Custom Bill print modifications and Custom Reporting can be part of this work in addition to CAFÉ Framework or other specific data conversion tasks as noted. As listed in the table of Services | HARRIS |
| 6 - Dev Services | Developer Services | HARRIS Developers may be desired over the Go Live weekend | Standby services for Developers can be engaged over Go Live weekend if desired. As listed in the table of Services | HARRIS |

CLIENT Responsibilities

| CLIENT Responsibilities |
|---|
| CLIENT will appoint a Project Manager to lead the upgrade project and the CLIENT project team and to liaise with the HARRIS Upgrade Manager |
| 1 A high level Schedule of duration is provided for this document and forms the basis for the monthly pricing for recurring services. CLIENT will be responsible for managing it's lower level tasks within each service component. CLIENT may request to extend monthly recurring services by paying the fixed monthly fee for additional months of recurring services, if desired |
| 2 Proceed all testing activities related to implementing the upgrade version utilizing tools provided by HARRIS (Caystone) |
| 3 Provide leadership of the day-to-day testing efforts, ensuring testing is progressing at a pace to be completed within the allotted months of Consulting time being provided by HARRIS. HARRIS will provide guidance as to the timeline in which testing needs to be completed. It will be the responsibility of the CLIENT Project Manager to ensure adequate testing resources are available to meet the testing goals. |
| 4 Management and coordination with any third party entities as related to the project activities |
| 5 CLIENT is solely responsible for any end user training related to placing the upgrade version into production |

Post upgrade transition to Support

HARRIS wants to ensure a smooth transition back to Support after Upgrade Go-Live. Once the system is LIVE, a HARRIS Application Consultant will work hand-in-hand with your production staff to ensure the systems are functioning properly. The duration and hours available for this transition time is defined in the Table of Services section of this document.

In an effort to assist both HARRIS and CLIENT staff we have identified four types of issues for classification by HARRIS staff:

Priority 1 – Critical

- System Down (Software Application, Hardware, Operating System, Database)
- Application errors without workarounds that prevent testers from testing
- Incorrect calculation errors impacting a majority of data
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Data Security issues

Note: the existence of a reasonable work-around precludes a Priority 1 or Priority 2 issue in most cases.

Priority 2 - High

- Application errors that have workarounds impacting business but the workaround is either complex or time consuming and significantly affect the productivity after go live.
- Calculation errors impacting a minority of records
- Report calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)

Priority 3 – Medium

- Application errors/issues that have workarounds impacting business but the workaround is either complex or time consuming
- Report formatting issues
- Issues with workarounds for large majority of accounts
- Some recommendations for enhancements on application changes
- Performance issues not impacting critical processes
- Usability issues

Priority 4 – Low

- Training questions, how to, or implementing new processes
- Aesthetic issues

- Questions on documentation
- Some recommendation for enhancement on application changes

The ongoing operation for the Solution will be the responsibility of the CLIENT following the Upgrade Go-live date with the support of HARRIS. HARRIS will correct or offer a plan or solution for all Critical and High priority defects associated with configuration, modifications, interfaces, reports, portals, web pages, letters, etc. as reported by the CLIENT during the Transition period.

The CLIENT is responsible for defects associated with configuration, modifications, interfaces, and reporting that have been changed by the CLIENT or other Consultants (not contracted by HARRIS) without HARRIS written approval.

The CLIENT will switch to HARRIS Support after completion of the Transition period as outlined in the Upgrade Table of Services.

The completion of Transition constitutes the completion of the Upgrade and the end of the 'Project'. Functionality not implemented prior to the end of Transition, by mutual agreement and a Change Order, will be considered a mini project and the appropriate funds set aside to be invoiced when the work is completed and accepted.

Upgrade Feature List

The features listed below can be implemented as part of this upgrade. Implementation time and support of these new features is outlined in the above Table of Services.

Foundation

| Version 7.8.0 | Version 7.9.0 | Version 9.0.0 |
|---|---|---|
| <ul style="list-style-type: none">•Portal Maintenance: Configurability for Non-Administrators•Environment: Cayenta Financials Install Wizard Released•Security Inquiry: Centralized User and Group Maintenance•HTML5: Broadcast Messages•HAL Released: Online queries for release bulletin details•Database Audit: Table and View definitions can be validated | <ul style="list-style-type: none">•Notification Management•SSL Security: Now supported in Cayenta Human Resources•Portal: Enable column filtering and enabled search by encrypted fields•Logging: Enhancements to column level logging•Print Manager: Multiple enhancements•Preference: SY/TFMA* limits the number of occurrences of specific tab screens that may be launched•User Exits: Conditionally triggered depending on the ALERT type•Security Portal updates | <ul style="list-style-type: none">•Portals: AG grid for the enterprise application•Portals: Quick Export•Portals: Now supports list view and graph view portal statistics•HTML5 Support for Cayenta Financials: adopted HTML5 compliant controls |

Cayenta CIS

Version 7.8.0

- **Rate Cross Reference:** Allowable Bill Codes by Meter Type
- **Deposit:** control enhancements
- **Budget Billing:** mass recalculation enhancements
- **Off Cycle Billing:** Hi-Lo Redesign
- **Move-in/out:** Workflow
- **AR/Reading Adjustment:** Workflow
- **Purge:** Added process to purge GL posting

Version 7.9.0

- **Cashiering Portal:** Payment Entry
- **Preference:** CO/DUEXD Due Days for Print / Mail Delay & UM/MXNES maximum number of estimates by service types
- **Billing:** Summary log table introduced (UM0025BT)
- **Bank Draft:** Able to stop any updates to pending drafts
- **Reporting:** Release of Core UM Reports
- **Central Cash:** Mass Payment of Non-Receivables
- **Payments:** Ability to approve multiple drawers in a range
- **Net Metering:** Enhancements
- **Refunds:** Allow search by account number
- **Service Orders:** Mass close service orders
- **Conservation Management:** enhancements

Version 9.0.0

- **Cashiering:** Mass Payment Entry
- **Account Management:** Inactive Customers/Accounts
- **Account Management:** Household Income
- **Account Management:** Federal ID requirement support
- **Account Management:** Deposits
- **API:** Geolocation Support added
- **Billing:** Seasonal Billing Cycle
- **Billing:** Fixed Duration Contracts
- **Payments:** Cloud POS Connect Integration
- **Meters:** Solid State Meter Support
- **Meters:** Installed Meter Attributes
- **Service Orders:** Google Maps
- **Service Orders:** Mass Close
- **System:** New Notifications options

Cayenta Financials

| Version 7.8.0 | Version 7.9.0 | Version 9.0.0 |
|---|---|--|
| <ul style="list-style-type: none"> •System: Multi-Level Approval Rewritten •Purchasing: Freight Estimates from Purchasing to Account Payable •Self-Service: Vendor •Purchasing: Buyer authorization by Purchase Order Type •Inventory: Inventory Reorder Process Redesigned •Inventory: Economic Order Quantity available in reorder processing •Accounts Payable: Check Reprint •Forms: All forms and checks now available through Cognos (Custom Forms) •Portals: Core Portals released for General Ledger, Accounts Payable, Purchasing •Inventory: Purchase Only Type Items | <ul style="list-style-type: none"> •Portals: Core portal stats released •Accounts Payable: Rewritten with new grid entry •Accounts Payable: Cash Requirement Report to PDF •Accounts Payable: 1099 Process Increased Payer Email Address and now generates a Subtotal by Box Report •Accounts Payable: Foreign Subsystem Interface allows submission to Job Queue •Accounts Payable: Added multi year access to Check Writing •Purchasing: Sales Tax increased precision to 5 decimal points •Purchasing: PO Line Report exports to Excel •Financial Inquiry: UI to CF Transactions | <ul style="list-style-type: none"> •Connect Finance: new web based application for Cayenta Financials modules •Budget Journal: Rewritten Budget JV Entry •Supplier Enhancements: Encryption now available •Standing Orders: Purchase Order and Receipt all-in-one •Preferred Suppliers: for Inventory and Purchasing •Accounts Payable: 1099 generated in voice numbers •Accounts Payable: completion of purchasing grid in invoice entry •Accounts Payable: Zero Due Days available •Accounts Payable: Positive Pay by AP process •Accounts Payable: Check Register updates •Cashiering: Mass Payment Entry |

Human Capital Management

Version 7.8.0

- **Payroll:** Automatically Calculate Overtime in excess of 40 hours
- **Payroll:** Direct Deposit & Deduction Merge
- **Payroll:** Time Bank Group Transfer
- **CALPERS:** FEPPA Retirement changes
- **Healthy Family Act:** California Law for Sick Time for Employees

Version 7.9.0

- **Occupation Code:** Added Pay Grade Look Up
- **HR Assignment:** Added Assignment Detail Button
- **Human Resources:** Added Field Level Override Functionality
- **Hire:** Hire Footer to Hire Approval
- **Person Application:** Allow multiple applications per person
- **History:** Updates including new fields as well as overrides
- **Canadian Record of Employment (ROE):** vML version 2.0
- **Pay Grades:** Added approval functionality
- **Approvals:** New approvals for all major functions

Version 9.0.0

- **Position Control:** Effective Dated Occupation codes
- **Job:** Update Occupation code from Job
- **Pay Grade:** HCL3 steps from 0 to 99
- **Position:** Qualifications and Attributes
- **Position:** Position Funding
- **Department:** New table in HCM
- **Personnel Actions:** Issue and Workflow
- **Benefits:** Update, enhancements
- **Employee:** New Guidance & Employee Management
- **Compensation History**
- **Approvals:** Re-written across HCM
- **Payroll:** W-4 Exemptions
- **Payroll:** IRS 1099s by Letters
- **Payroll:** Gross Up Functionality
- **Payroll:** Direct Deposit Updates
- **Time Manager:** New Time Entry Application
- **Time Manager:** New Planned Leave and Absence Management Application
- **Connect Workplace:** Connect Employee and Manager Home Applications
- **Connect Employees:** New Employee Self Service Application
- **TalentQuest:** Partnerships including Performance Management, Succession, Talent Learning and Applicant Tracking
- **Connect Managers:** New Manager Self Service Application
- **Occupation Code:** maintain all fields
- **Garnishment Management:** management

Connect Finance; Connect Employee; Connect Manager

- Multiple Devices; Easy & Intuitive; Go Paperless; Workflow; Access Anywhere

Cayenta Connect Finance

| Location | Component | Design | Configured |
|--------------------------|-------------|--------|------------|
| Connect Workplace | Application | ✓ | ✓ |
| Home Page | Page | ✓ | ✓ |
| Connect Finance | Link | ✓ | ✓ |
| Finance Home Page | Page | ✓ | ✓ |
| My Checklist | Menu | ✓ | ✓ |
| My Updates | Menu | ✓ | ✓ |
| Accounting | Menu | ✓ | ✓ |
| Invoices | Menu | ✓ | ✓ |
| Created Invoices | Dialog | ✓ | ✓ |
| Denied Invoices | Dialog | ✓ | ✓ |
| Approved Invoices | Dialog | ✓ | ✓ |
| Checks | Menu | ✓ | ✓ |
| Process Check Run | Dialog | ✓ | ✓ |
| Print Checks | Dialog | ✓ | ✓ |
| Outstanding Checks | Dialog | ✓ | ✓ |
| Reconciled Checks | Dialog | ✓ | ✓ |
| Void Checks | Dialog | ✓ | ✓ |
| Journal | Menu | ✓ | ✓ |
| Create Journal Entry | Dialog | ✓ | ✓ |
| Denial Journal Entry | Dialog | ✓ | ✓ |
| Approved Journal Entry | Dialog | ✓ | ✓ |
| Transfer | Menu | ✓ | ✓ |
| Create Transfer Entry | Dialog | ✓ | ✓ |
| Denial Transfer Entry | Dialog | ✓ | ✓ |
| Approved Transfer Entry | Dialog | ✓ | ✓ |
| Payments | Menu | ✓ | ✓ |
| Create Drawers | Dialog | ✓ | ✓ |
| Create Receipts | Dialog | ✓ | ✓ |
| Void Receipt | Dialog | ✓ | ✓ |
| Deposits | Menu | ✓ | ✓ |
| Create Deposits | Dialog | ✓ | ✓ |
| Outstanding Deposits | Dialog | ✓ | ✓ |
| Close Drawer | Dialog | ✓ | ✓ |
| Reconcile Payments | Dialog | ✓ | ✓ |
| Purchasing | Menu | ✓ | ✓ |
| Request Goods | Dialog | ✓ | ✓ |
| Denied Requests | Dialog | ✓ | ✓ |
| Approved Requests | Dialog | ✓ | ✓ |
| Print Purchase Order | Dialog | ✓ | ✓ |
| Receive Purchase Order | Dialog | ✓ | ✓ |
| Report Printing | ✓ | ✓ | ✓ |
| Report Launching | Dialog | ✓ | ✓ |
| Report Downloads | Dialog | ✓ | ✓ |

Cayenta Connect Employee

| Location | Component | Design | Configured |
|---------------------------|-------------|--------|------------|
| Connect Workplace | Application | Y | Y |
| Home Page | Page | Y | Y |
| Connect Employee | Application | Y | Y |
| | | | |
| Employee Home Page | Page | Y | Y |
| My Checklist | New | Y | Y |
| My Updates | New | Y | Y |
| Benefits | Menu | Y | Y |
| Benefits Access | LinkedPage | Y | Y |
| Benefit Summary | Page | Y | Y |
| Benefit Summary | New | Y | Y |
| Career | Menu | Y | Y |
| Performance | EmbedPage | Y | Y |
| Training | EmbedPage | Y | Y |
| Work Experience | Page | Y | Y |
| Certifications | DataTable | Y | Y |
| Add Certificate | Dialog | Y | Y |
| Update Certificate | Dialog | Y | Y |
| Remove Certificate | Dialog | Y | Y |
| Education | DataTable | Y | Y |
| Add Education | Dialog | Y | Y |
| Update Education | Dialog | Y | Y |
| Remove Education | Dialog | Y | Y |
| Military | DataTable | Y | Y |
| Add Military | Dialog | Y | Y |
| Update Military | Dialog | Y | Y |
| Remove Military | Dialog | Y | Y |
| Skills | DataTable | Y | Y |
| Add Skills | Dialog | Y | Y |
| Update Skills | Dialog | Y | Y |
| Remove Skills | Dialog | Y | Y |
| Work History | DataTable | Y | Y |
| Add Work History | Dialog | Y | Y |
| Update Work History | Dialog | Y | Y |
| Remove Work History | Dialog | Y | Y |
| Pay | Menu | Y | Y |
| Direct Deposit | Page | Y | Y |
| Add Direct Deposit | Dialog | Y | Y |
| Update Direct Deposit | Dialog | Y | Y |
| Statements | Page | Y | Y |

Cayenta Connect Manager

| Location | Component | Design | Configured |
|-----------------------------|-------------|--------|------------|
| Connect Workplace | Application | ✓ | ✓ |
| Home Page | Page | ✓ | ✓ |
| Connect Manager | Link | ✓ | ✓ |
| | | | |
| Connect Manager Page | Page | ✓ | ✓ |
| My Team | Page | ✓ | ✓ |
| Active | Tab | ✓ | ✓ |
| Active | DataTable | ✓ | ✓ |
| Active Employee | Page | ✓ | ✓ |
| Summary | Page | ✓ | ✓ |
| Current Position & Pay | DataTable | ✓ | ✓ |
| Pay | Page | ✓ | ✓ |
| Current Compensation | DataTable | ✓ | ✓ |
| Compensation History | DataTable | ✓ | ✓ |
| Other | DataTable | ✓ | ✓ |
| Emergency Contacts | Page | ✓ | ✓ |
| Emergency Contacts | DataTable | ✓ | ✓ |
| Personal Info | Page | ✓ | ✓ |
| Certifications | DataTable | ✓ | ✓ |
| Education History | DataTable | ✓ | ✓ |
| Work History | DataTable | ✓ | ✓ |
| Skills | DataTable | ✓ | ✓ |
| Military | DataTable | ✓ | ✓ |
| Position History | Page | ✓ | ✓ |
| Position History | DataTable | ✓ | ✓ |
| Recognition | Page | ✓ | ✓ |
| Recognition | DataTable | ✓ | ✓ |
| Relations | Page | ✓ | ✓ |
| Relations | DataTable | ✓ | ✓ |
| Actions | Menu | ✓ | ✓ |
| Actions | Page | ✓ | ✓ |
| To Approve | Tab | ✓ | ✓ |
| To Approve | DataTable | ✓ | ✓ |
| Action Details | Page | ✓ | ✓ |
| Issue Details | Dialog | ✓ | ✓ |
| Task Actions | Dialog | ✓ | ✓ |
| In Progress | Tab | ✓ | ✓ |
| In Progress | DataTable | ✓ | ✓ |
| Action Details | Page | ✓ | ✓ |
| Issue Details | Dialog | ✓ | ✓ |
| Issue Actions | Dialog | ✓ | ✓ |
| Rejected | Tab | ✓ | ✓ |
| Rejected | DataTable | ✓ | ✓ |
| Action Details | Page | ✓ | ✓ |

Powerful and Easy to Use

Powerful, powerful, powerful. Cognos Analytics for Excel lets you explore and analyze data in new ways.

Robust Reporting Capabilities

Cognos Analytics for Excel offers opportunities for users to create and share reports and dashboards.

Decision Making

Cognos Analytics for Excel provides a robust reporting and analysis capabilities for users to make data-driven decisions.

Integrated

Cognos Analytics for Excel is integrated with the Microsoft Office ecosystem.

Solid History of Success

Cognos Analytics for Excel has a long history of success in helping organizations improve their reporting and analysis capabilities.

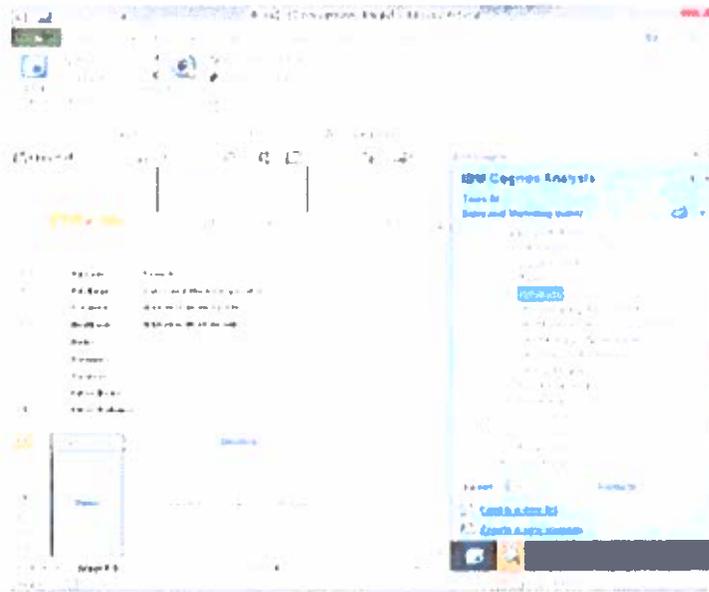
Gavath
 4200 North Fraser Way, Suite 201
 Burnaby, BC, V5L 1K7

Cognos Analytics for Excel (CAFÉ)



With IBM Cognos Analytics for Excel, you can explore and analyze data in new ways.

With the ease of use, you can create and share reports and dashboards. This means you can make data-driven decisions and improve your reporting and analysis capabilities.



Cognos Analytics for Excel Key Features

Cognos Analytics for Excel provides a robust reporting and analysis capabilities for users to make data-driven decisions.

- Easy to use and easy to learn
- Robust reporting and analysis capabilities
- Integrated with the Microsoft Office ecosystem
- Solid history of success
- Easy to share reports and dashboards
- Easy to create and share reports and dashboards
- Easy to create and share reports and dashboards

User Interface Features

IBM Cognos Toolbar

Cognos Office adds a custom toolbar to the IBM Cognos Office application. The toolbar is located in the top left corner of the application.



Analysis Pane and Source Tree

The analysis pane provides you with a hierarchical view of the data sources and objects in the workspace. The source tree displays the objects in the workspace and provides a hierarchical view of the data sources.



The source tree displays the objects in the workspace and provides a hierarchical view of the data sources. The data source pane shows a list of data sources with their respective properties.

Exploration Bar

The exploration bar provides a visual representation of the data sources and objects in the workspace. It displays the objects in the workspace and provides a visual representation of the data sources.

Overview Area

The overview area provides a visual representation of the data sources and objects in the workspace. It displays the objects in the workspace and provides a visual representation of the data sources.



The overview area provides a visual representation of the data sources and objects in the workspace. It displays the objects in the workspace and provides a visual representation of the data sources.

Work Area

The work area provides a visual representation of the data sources and objects in the workspace. It displays the objects in the workspace and provides a visual representation of the data sources.

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. This is a fixed price contract.

1. All fees shall be paid within thirty (30) days of invoice date. Customer shall pay all applicable shipping charges and sales taxes, exclusive of HARRIS's income and corporate franchise taxes, in addition to the fees for services separately listed. HARRIS reserves the right to put the project on hold if any invoices for accepted project milestones age beyond 60 days outstanding.
2. HARRIS will not commence this project if there are any outstanding invoices aged greater than 60 days.
3. All license fees and related support and maintenance fees shall be billed upon signing of the Statement of Work.
4. Actual travel and living costs will be billed as incurred. HARRIS will make every effort to minimize travel and living expenses. Travel and living expenses include:
 - a. Airfare
 - b. Lodging
 - c. Per Diem (HARRIS policy allows for \$55/day for week days (\$110 for weekends and holidays)
 - d. Ground Transportation (taxis, rental cars, fuel, tolls, parking)
5. HARRIS travel guidelines will be used by all HARRIS personnel traveling to the client's site unless specifically stated in this section of the Statement of Work.
6. The actual number of trips required will be determined jointly the Project managers. The numbers provided above are reasonable estimates for a Project of this scope and duration.
7. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

Payment Schedule

The services listed are provided at a fixed price basis for the defined scope of work. All travel expenses will be billed based on actual costs as incurred.

| MP# | Level # | Criteria for Invoice | Month | Services Billed |
|-----------|-------------|--|---------|-----------------|
| MONTHLY 1 | 1.01 - 1.06 | Monthly Services Fees - Last Day of Month 1 | Month 1 | 23,307 |
| MONTHLY 2 | 1.01 - 1.06 | Monthly Services Fees - Last Day of Month 2 | Month 2 | 23,307 |
| MONTHLY 3 | 1.01 - 1.06 | Monthly Services Fees - Last Day of Month 3 | Month 3 | 23,307 |
| MONTHLY 4 | 1.01 - 1.06 | Monthly Services Fees - Last Day of Month 4 | Month 4 | 23,307 |
| MONTHLY 5 | 1.01 - 1.06 | Monthly Services Fees - Last Day of Month 5 | Month 5 | 23,307 |
| MONTHLY 6 | 1.01 - 1.06 | Monthly Services Fees - Last Day of Month 6 | Month 6 | 23,307 |
| MP7 | 3.01 | Creation and Validation of new Production environment (CayProd) for upgrade version | Month 1 | 4,560 |
| MP8 | 3.02 | Environment hand-off and security training | Month 1 | 760 |
| MP9 | 3.04 | Data Refresh during Project | Month 3 | 2,280 |
| MP10 | 3.05 | Tech assistance during upgrade (Troubleshooting) | Month 4 | 3,800 |
| MP11 | 3.06 | Mock Go-live (Planning, support and execution) | Month 5 | 3,800 |
| MP12 | 3.07 | Creation of new CayTest environment | Month 6 | 3,040 |
| MP13 | 3.08 | Go-Live Technical Tasks | Month 6 | 3,040 |
| MP14 | 4.01 | Caystone - setting up baseline tests and training | Month 1 | 760 |
| MP15 | 4.02 | Core Portals/Statistics | Month 2 | 1,140 |
| MP16 | 4.03 | Portals - AG Grid / Quick Export / Graphing - training | Month 2 | 380 |
| MP17 | 4.04 | Enable portal and Inquiry searching on encrypted fields | Month 2 | 760 |
| MP18 | 4.05 | Financial Inquiry, Purchasing Inquiry and new data entry screens | Month 2 | 760 |
| MP19 | 4.06 | Budget Journal Entry - re-write of the budget journal into the JV entry - need some time for security set up | Month 2 | 760 |
| MP20 | 4.07 | Accounts Payable - Invoice Entry - - old invoice entry is gone there are some setup options | Month 2 | 760 |
| MP21 | 4.08 | Implementation Services: Year End Workflow - GL | Month 3 | 2,280 |
| MP22 | 4.09 | FMS Scripting assistance - updating | Month 3 | 1,520 |
| MP23 | 4.10 | Security Improvements - Encryption has been added for SSN/SIN numbers and Banking information (CF-8767, CF-8129) | Month 3 | 760 |
| MP24 | 4.11 | CONNECT Finance - 50% | Month 2 | 9,500 |
| MP25 | 4.11 | CONNECT Finance - 50% | Month 4 | 9,500 |
| MP26 | 4.12 | Setup new W2 (American) screens | Month 2 | 1,140 |

| MP# | Level # | Criteria for Invoice | Month | Services Billed |
|--------------|---------|---|---------|-----------------|
| MP27 | 4.13 | Personnel Inquiry | Month 2 | 1,520 |
| MP28 | 4.14 | Direct Deposit | Month 3 | 380 |
| MP29 | 4.15 | Payroll configuration | Month 3 | 5,700 |
| MP30 | 4.16 | Implementation of New HCM functionality - 50% | Month 2 | 28,500 |
| MP31 | 4.16 | Implementation of New HCM functionality - 50% | Month 4 | 28,500 |
| MP32 | 4.17 | CAFÉ for HCM/Payroll - 50% | Month 2 | 15,200 |
| MP33 | 4.17 | CAFÉ for HCM/Payroll - 50% | Month 4 | 15,200 |
| MP34 | 4.18 | CONNECT Employee - 50% | Month 2 | 9,500 |
| MP35 | 4.18 | CONNECT Employee - 50% | Month 4 | 9,500 |
| MP36 | 4.19 | CONNECT Manager - 50% | Month 2 | 14,250 |
| MP37 | 4.19 | CONNECT Manager - 50% | Month 4 | 14,250 |
| MP38 | 5.01 | Replace WORD template AP Check with Cognos version (CBI-9311) | Month 1 | 5,700 |
| MP39 | 5.02 | Replace WORD template PA DD Stub with Cognos version (CBI-9312) | Month 2 | 2,280 |
| MP45 | 5.03 | Replace WORD template PA Check with Cognos version (CBI-9313) | Month 3 | 7,600 |
| MP48 | 7.01 | CONNECT Finance^ | Month 1 | 10,000 |
| MP49 | 7.02 | CONNECT Manager^ | Month 1 | 10,000 |
| MP50 | 7.03 | CONNECT Employee^ | Month 1 | 10,000 |
| MP51 | 7.04 | Cognos CAFÉ licenses^ | Month 1 | 2,500 |
| Total | | | | 381,720 |

Summary by Month

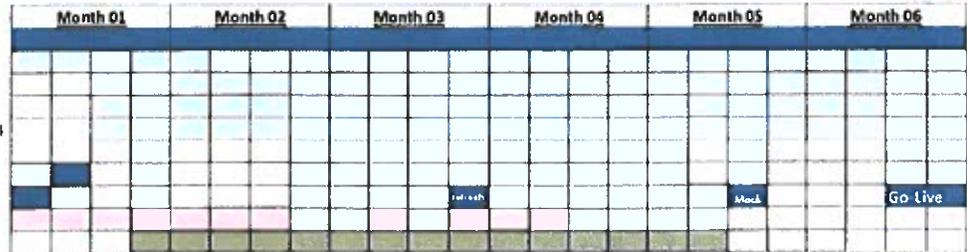
| | | | |
|--------------|--|---------------|-------------------|
| Month 1 | | 17.7% | 67,586.67 |
| Month 2 | | 28.8% | 109,756.67 |
| Month 3 | | 11.5% | 43,826.67 |
| Month 4 | | 27.3% | 104,056.67 |
| Month 5 | | 7.1% | 27,106.67 |
| Month 6 | | 7.7% | 29,386.67 |
| Total | | 100.0% | 381,720.00 |

Plus \$8,125 in month 1 – Annual license maintenance upon installation.

EXHIBIT C Activity Schedule

Planned Duration of Upgrade + HCM + Connect + CAFÉ (HCM/Payroll)

- 1 - Monthly Services
- 1.01 + 1.05 Upgrade Manager
- 1.02 Consulting Support - CIS
- 1.03 Consulting Support - FMS
- 1.04 Consulting Support - HCM/Payroll
- 1.06 Go-Live Transition
- 2 - Audit
- 3 - Technical and Data Services
- 4 - New feature config/training
- Client Testing



- PM and Consulting Services
- Technical Services
- New feature training
- Client Testing

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 C. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences.

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

- ___ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
- ___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

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.

- ___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate
- ___ (If Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
- ___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

The Contractor or Consultant makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

As [Signature], *Executive Vice President, Harris*
Contractor/Consultant Signature

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.

Other Insurance Provisions:

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

X ***Additional Insured Status:***

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

The City, its elected and appointed officials, officers, attorneys, agents, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor or Consultant or any subcontractors including materials, parts, or equipment furnished in connection with such work or operations, including completed operations. General liability coverage can be provided in the form of an endorsement to the Contractor's or Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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

 X ***Primary Coverage:***

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

For any claims related to this contract, the **Contractor's or Consultant's insurance coverage shall be primary insurance** as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees. Any insurance or self insurance maintained by the City, its elected and appointed officials, officers, attorneys, agents, and employees shall be in excess of the Contractor's or Consultant's insurance and shall not contribute with it.

 X ***Notice of Cancellation, Suspension or Otherwise Voiding Policies:***

The Commercial General Liability policy required above shall contain, or be endorsed to contain **that coverage shall not be canceled except with thirty (30) days' written notice** by certified mail, return receipt requested to the City.

 X ***Waiver of Subrogation:***

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation Policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

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

City reserves the right to obtain a full-certified copy of any 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 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: | Accept CalRecycle Grant of \$18,932 and Approve Related Budget Amendment |
| Category: | Consent Calendar-Community Services and Sustainable Infrastructure |
| Meeting Date: | 6/23/2020 |
| Staff Contact: | Elaine Marshall, 408-586-2603 |
| Recommendation: | Accept grant funding from CalRecycle’s Beverage Container Recycling City/County Payment program and approve a budget appropriation for \$18,932 in the Public Works Department FY 2020-21. |

Background:

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for beverage container recycling. The goal of this program is to reach and maintain an 80 percent recycling rate for all California refund value beverage containers. Projects implemented by cities and counties will assist in reaching and maintaining this goal. Pursuant to Public Resources Code section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. Through this City/County Payment Program, funding is dispersed to cities that apply for the annual grant based on population.

Analysis:

Staff applied for the FY 2019-20 funding cycle in February 2020 as authorized by Council Resolution No. 8457 (attached). The funding will be used to support rollout of a comprehensive City facility recycling program including purchase of new recycling containers for city employees and public use and new signage to promote proper recycling.

Policy Alternative:

Alternative: Do not accept the grant funds.

Pros: None

Cons: City will solely fund the costs of implementing a new City facility recycling program through the City’s Solid Waste Fund and not leverage funding from bottle and container deposits paid by our community. Alternately, the City could choose not to implement any improvements in recycling at City facilities.

Reason not recommended: It is in the City’s interest to leverage external funding to offset City costs when feasible and improving recycling opportunities for City employees and City facility users is aligned with the City’s environmental goals.

Fiscal Impact:

The expenditures in the amount of \$18,932 related to support the rollout of a comprehensive City facility recycling program will be offset with the CalRecycle grant. To recognize the grant funding and related expenditure, staff recommends approval of a budget amendment of \$18,932 in the Public Works FY 2020-21 Operating Budget.

Recommendation:

Accept grant funding from CalRecycle's Beverage Container Recycling City/County Payment program and approve a budget appropriation for \$18,932 in the Public Works Department FY 2020-21.

Attachments:

2016 City Council Resolution No. 8457
Budget Change Form

RESOLUTION NO. 8547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS FOR CALRECYCLE

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The City of Milpitas is authorized to submit an application to CalRecycle for any and all payment programs offered; and
3. The City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and
4. This authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED AND ADOPTED this 17th day of May 2016 by the following vote:

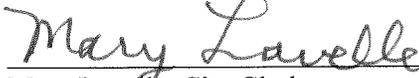
AYES: (5) Mayor Esteves, Vice Mayor Montano, Councilmembers Barbadillo, Giordano,
and Grilli

NOES: (0) None

ABSENT: (0) None

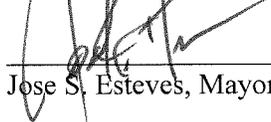
ABSTAIN: (0) None

ATTEST:



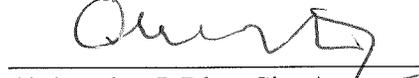
Mary Lavelle, City Clerk

APPROVED:



Jose S. Esteves, Mayor

APPROVED AS TO FORM:



Christopher J. Diaz, City Attorney

City of Milpitas, California

BUDGET CHANGE FORM

| Type of Change | From* | | To* | |
|---|-----------------|-----------------|--------------------|-----------------|
| | Account | Amount | Account | Amount |
| Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer | 280-3565 | \$18,932 | 280-4304237 | \$18,932 |

Approve receipt of grant funding from CalRecycle's Beverage Container Recycling City/County Payment program and appropriate funds to the Public Works Department FY2020-21 operating budget in the amount of \$18,932.

Background:

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for beverage container recycling. The goal of this program is to reach and maintain an 80 percent recycling rate for all California refund value beverage containers. Projects implemented by cities and counties will assist in reaching and maintaining this goal. Pursuant to Public Resources Code section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities. Through this City/County Payment Program, funding is dispersed to cities that apply for the annual grant based on population.

Analysis:

Staff applied for the FY 2019-20 funding cycle in February 2020 as authorized by Council Resolution No. 8457 (attached). The funding will be used to support rollout of a comprehensive City facility recycling program including purchase on new recycling containers for city employees and public use and new signage to promote proper recycling.

Policy Alternatives:

Alternative: Do not accept the grant funds.

Pros: None

Cons: City will solely fund the costs of implementing a new City facility recycling program through the City's Solid Waste Fund and not leverage funding from bottle and container deposits paid by our community. Alternately, the City could choose not to implement any improvements in recycling at City facilities.

Reason not recommended: It is in the City's interest to leverage external funding to offset City costs when feasible and improving recycling opportunities for City employees and City facility users is aligned with the City's environmental goals.

Fiscal Impact:

Appropriate funding into Public Works FY2020-21 operating budget of \$18,932 which will be offset by the CalRecycle grant.

California Environmental Quality Act:

N/A

Recommendation:

Approve receipt of grant funding from CalRecycle's Beverage Container Recycling City/County Payment program and appropriate funds to the Public Works Department operating budget in the amount of \$18,932.

Attachments:

2016 City Council Resolution No. 8457
Budget change form

Check if City Council Approval required.

Meeting Date: June 23, 2020

| | | |
|--|---|----------------------------|
| Requested by: | Department Head: Tony Ndah | Date: June 23, 2020 |
| Reviewed by: | Finance Director: Walter C. Rossmann | Date: June 23, 2020 |
| Date approved by City Council, if required: | | Confirmed by: |

FI/24786/V

Form 30-222 (Rev. 1/92)



CITY OF MILPITAS AGENDA REPORT (AR)

| | |
|------------------------|---|
| Item Title: | Accept Grant from the Santa Clara County Office of Women’s Policy for Youth Voter Registration Promotion and Activities in the Amount of \$2,000 and Approve a Related Budget Amendment |
| Category: | Consent Calendar-Community Services and Sustainable Infrastructure |
| Meeting Date: | 6/23/2020 |
| Staff Contact: | Renee Lorentzen, 408-586-3409 |
| Recommendation: | Accept a grant from the Santa Clara County Office of Women’s Policy for Youth Voter Registration promotion and activities in the amount of \$2,000 and approve a budget appropriation for \$2,000 in Recreation and Community Services FY 2020-21 operating budget. |

Background:

As part of the commemoration of the upcoming 100th anniversary of the Women’s Suffrage movement, the Santa Clara County Office of Women’s Policy (OWP) is awarding \$75,000 in mini-grants to Santa Clara residents who want to organize their communities to promote civic engagement and participatory democracy in honor of the legacy created by the women who fought for the 19th amendment.

These mini-grants are intended for community members and groups planning activities, events and/or projects promoting democracy as it relates to women’s suffrage and the continuing need for women, girls, and female-identified individuals to actively participate, support, and promote their inclusion in a democratic system. The City of Milpitas applied for and was awarded a mini-grant in the amount of \$2,000 for a youth voter registration project that will involve both the Youth Advisory Commission and Teen Center participants.

Analysis:

The City of Milpitas’ winning proposal outlined a joint project between the Youth Advisory Commission and Teen Center participants to provide outreach to both Milpitas high schools to encourage students age 16 and older to pre-register to vote and help them understand how voting allows their voices to be heard and gives them power to influence policy.

Funds will be used to develop and produce marketing materials promoting teen voter pre-registration through social media, to host a virtual pre-registration event at the Milpitas Teen Center, and virtual pop up events to engage teens.

Additionally, up to four female teens will be selected as unpaid City interns to work on this program. Under the guidance of staff, they will learn skills in program planning and outreach and log up to 150 hours of community service.

Fiscal Impact:

The expenditures related to the joint project between the Youth Advisory Commission and Teen Center in the amount of \$2,000 will be offset with the grant from the County of Santa Clara. To recognize the grant funding and related expenditure, staff recommends approval of a budget amendment of \$2,000 in the Recreation and Community Services FY 2020-21 operating budget.

Recommendation:

Accept a grant from the Santa Clara County Office of Women's Policy for Youth Voter Registration promotion and activities in the amount of \$2,000 and approve a budget appropriation for \$2,000 in Recreation and Community Services FY 2020-21 operating budget.

Attachment:

Budget Change Form

City of Milpitas, California

BUDGET CHANGE FORM

| Type of Change | From* | | To* | |
|---|-----------------|----------------|--------------------|----------------|
| | Account | Amount | Account | Amount |
| Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer | 100-3576 | \$2,000 | 100-1644237 | \$2,000 |

Accept a grant from the Santa Clara County Office of Women’s Policy for Youth Voter Registration promotion and activities in the amount of \$2,000. Approve a budget appropriation for \$2,000 in Recreation FY2020-21 Operating Budget.

Background:

As part of the commemoration of the upcoming 100th anniversary of the Women’s Suffrage movement, the Santa Clara County Office of Women’s Policy (OWP) is awarding \$75,000 in mini-grants to Santa Clara residents who want to organize their communities to promote civic engagement and participatory democracy in honor of the legacy created by the women who fought for the 19th amendment.

These mini-grants are intended for community members and groups planning activities, events and/or projects promoting democracy as it relates to women’s suffrage and the continuing need for women, girls, and female-identified individuals to actively participate, support, and promote their inclusion in a democratic system.

The City of Milpitas applied for and was awarded a mini-grant in the amount of \$2,000 for a youth voter registration project that will involve both the Youth Advisory Commission and Teen Center participants.

Analysis:

The City of Milpitas’ winning proposal outlined a joint project between the Youth Advisory Commission and Teen Center participants to provide outreach to both Milpitas high schools to encourage students age 16 and older to pre-register to vote and help them understand how voting allows their voices to be heard and gives them power to influence policy.

Funds will be used to develop and produce marketing materials promoting teen voter pre-registration through social media, to host a virtual pre-registration event at the Milpitas Teen Center, and virtual pop up events to engage teens.

Additionally, up to four female teens will be selected to lead the program for as City as unpaid interns. Under the guidance of staff, they will learn skills in program planning and outreach and log up to 150 hours of community service.

Policy Alternatives:

Alternative: Do not accept the grant funds.

Pros: None

Cons: City will solely fund the costs of implementing a new City facility recycling program through the City’s Solid Waste Fund and not leverage funding from bottle and container deposits paid by our community. Alternately, the City could choose not to implement any improvements in recycling at City facilities.

Reason not recommended: It is in the City’s interest to leverage external funding to offset City costs when feasible and improving recycling opportunities for City employees and City facility users is aligned with the City’s environmental goals.

Fiscal Impact:

The \$2,000 grant requires a budget appropriation of \$2,000 in the Recreation FY2020-21 Operating Budget.

California Environmental Quality Act:

N/A

Recommendation:

Accept a grant from the Santa Clara County Office of Women’s Policy for Youth Voter Registration promotion and activities in the amount of \$2,000. Approve a budget appropriation for \$2,000 in Recreation FY2020-21 Operating Budget.

Attachments:

Budget change form

Check if City Council Approval required.

Meeting Date: June 23, 2020

| | | |
|--|---|----------------------------|
| Requested by: | Department Head: Renee Lorentzen | Date: June 23, 2020 |
| Reviewed by: | Finance Director: Walter C. Rossmann | Date: June 23, 2020 |
| Date approved by City Council, if required: | | Confirmed by: |

FI/24786/V

Form 30-222 (Rev. 1/92)