

CC 1-22-2025

#7

Joint Use Agreement  
Santa Clara Valley Water District

Supplemental Report



## CITY MANAGER'S OFFICE

CITY HALL  
10300 TORRE AVENUE • CUPERTINO, CA 95014-3255  
TELEPHONE: (408) 777-3223 • FAX: (408) 777-3366  
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### CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: January 22, 2025

#### Agenda Item #7

#### Subject

*Authorization to execute a Joint Use Agreement for Continued Public Access to Santa Clara Valley Water District property situated along a portion of Stevens Creek Trail.*

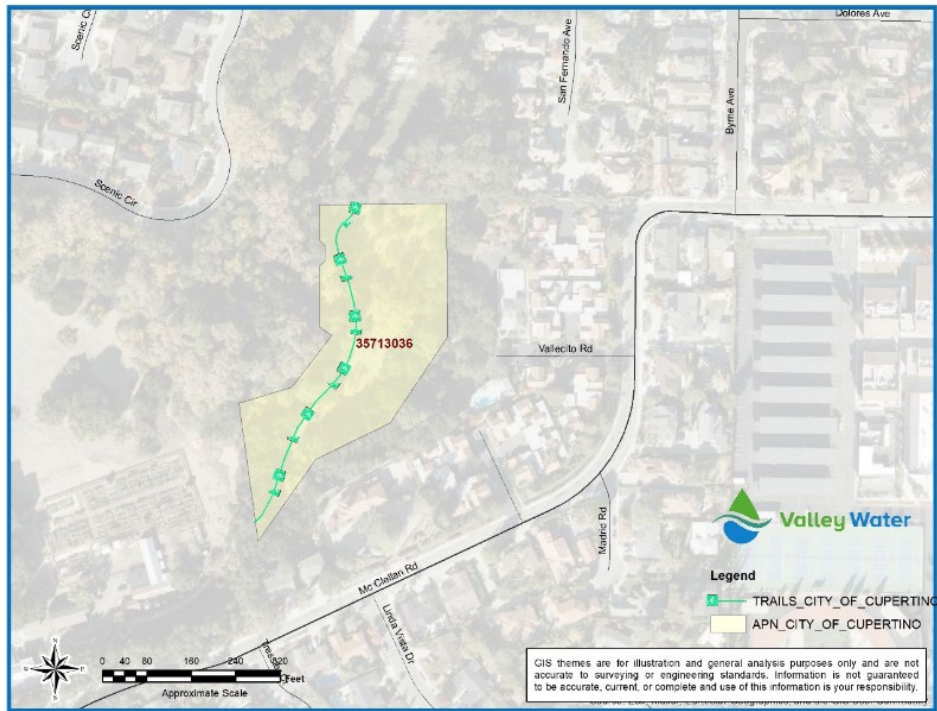
#### Recommended Action

*Authorize the City Manager to execute a new Joint Use Agreement with Santa Clara Valley Water District for ongoing access to the District's property situated along a portion of the Stevens Creek Trail.*

**Staff's responses to questions received from councilmember are shown in italics.**

Q1: The staff report states "The Santa Clara Valley Water District owns property within the Stevens Creek Corridor, and a segment of the Stevens Creek Trail runs through the property." The title of the Joint Agreement states "Stevens Creek Trail Between McClellan Ranch Park and Blackberry Farm Park". But it's still unclear what areas are included in the agreement (although I can kind of guess it). Please provide a map of the area covered by this agreement. **(Chao)**

*Staff response: The property (Parcel # 357-13-036), owned by the Santa Clara Valley Water District, is the area covered by this agreement. A map of the property is provided below and can also be found in Attachment A of the original staff report.*



Q2: This agreement applies only to properties owned by the Water District and it does not apply to any property owned by the City or any other private party, right? **(Chao)**  
*Staff response: This agreement applies solely to the property (Parcel # 357-13-036) owned by Santa Clara Valley Water District as this is an agreement between City of Cupertino and the Santa Clara Valley Water District.*

Q3-1: The staff report states that "The City and the District executed a twenty-five-year Joint Use Agreement in 1999, and the agreement expired on November 16, 2024." Please provide a copy of the previous agreement. **(Chao)**  
*Staff response: The agreement executed in 1999 is attached to this supplemental report.*

Q3-2: The staff report states that "A new twenty-five-year Joint Use Agreement, similar in structure to the existing one, has been negotiated to extend public access and recreational opportunities along the trail." Since the new agreement is only "similar in structure" to the previous one, please provide a list of modifications made to the previous agreement and reasons for such changes. **(Chao)**  
*Staff response: The new agreement incorporates the latest template agreement from Santa Clara Valley Water District, with new provisions addressing unauthorized trails, encampments, public complaints, and water level fluctuations. Such provisions include a meet and confer process to address concerns regarding encampments and unauthorized trails, as well as responsibility for public complaints and fluctuating water levels.*

Q4: For the other properties owned by the Water District that are not covered by this agreement, what is the right and responsibilities of the City or any member of the public to trespass or to perform cleanup work on the Water District property? **(Chao)**  
*Staff response: Those rights and responsibilities would be governed by applicable laws (including*

*laws against trespass) and any agreements pertaining to the property.*

Q5: A member of the public stated in their written comments: "Additionally, regarding the Cupertino Draft Joint Use Agreement #7 on Graffiti Removal, the city is supposed to have primary responsibility for removing graffiti on the premises related to trail use. However, I have concerns about Cupertino City's ability to manage this effectively. Many of us have lived in Cupertino for more than two decades, and the graffiti under Stevens Creek Blvd has remained untouched by the city for twenty years. Please see the attached pictures showing the graffiti under the bridge." Has the City removed graffiti under the Stevens Creek Blvd Bridge? How often was that done? **(Chao)**

*Staff response: Maintenance for the area under Stevens Creek Bridge, including graffiti removal, is the responsibility of Santa Clara Valley Water District, not that of the City of Cupertino. This agreement pertains only to Parcel # 357-13-036, which does not include Stevens Creek Blvd Bridge.*

Q6: Why is this agreement prepared by the Economic Development Manager, who does not seem to normally have expertise in this area? Shouldn't this fall under Public Works or Sustainability? **(Chao)**

*Staff response: This agreement was prepared through collaboration between the City Manager's Office and the Public Works staff.*

Attachments Provided with Original Staff Report:

A – Draft Joint Use Agreement, City-Santa Clara Valley Water District, for Stevens Creek Trail

Attachments Provided with Supplemental 1:

B – 1999 Joint Use Agreement, City-Santa Clara Valley Water District, for Stevens Creek Trail

99-129

File: 1029-99

## JOINT USE AGREEMENT

SANTA CLARA VALLEY WATER DISTRICT, a public corporation, hereinafter referred to as "District;" and the CITY OF CUPERTINO, a municipal corporation, hereinafter referred to as "City;" AGREE this 16th day of November, 1999 as follows:

### RECITALS:

- A. District is the owner of certain real property (hereinafter "the premises"), described on "Exhibit A" hereto, so marked and by this reference made a part hereof.
- B. City and District recognize that the premises are regulated by a variety of federal, state, and local agencies.
- C. City and District, in cooperation with the California Department of Water Resources, the U.S. Army Corps of Engineers, and the California Department of Fish and Game, agree to use the premises for nonvehicular (except for maintenance, emergency, and enforcement vehicles) and recreational purposes as well as for flood control and water conservation purposes.
- D. The parties find it to be in the public interest to provide for joint use of the premises by means of an Agreement thereof under the following terms and conditions:

### AGREEMENT:

1. District shall and does hereby grant permission to City to use the premises for recreational purposes.
2. City shall be responsible for compliance with City's graffiti abatement program within the premises, consistent with its implementation of the same program at comparable City facilities.
3. The public pathway and corridor, the subject of this Agreement, may be patrolled by City personnel and ranger services under contract with City and/or volunteers supervised by City.
4. City shall be responsible for the removal and replacement of recreational improvements installed by the City in the event District is required to improve Stevens Creek in any manner for flood protection purposes. District shall involve City in preconstruction planning, as described in Section 6, in the event a District flood control project is needed, to minimize District's project impact on City's improvements to the premises.

**COPY**

5. Damage occurring to City's structures or paving by reason of District's reasonable and lawful maintenance or other activity or by reason of natural forces will not be the responsibility of the District to repair or restore.
6. City and District shall meet whenever necessary for the purpose of scheduling routine maintenance including but not limited to:
  - Maintenance issues related to improvements;
  - Method and timing of issues related to affected wildlife;
  - Nonemergency work requiring the use of heavy equipment, barricading, and/or restricting access to the premises. District and City further agree to notify one another's designated representative as required prior to commencement of such work, in order to minimize public impacts.
  - In an emergency situation, District shall have rights provided in Paragraph 13 without consulting City.
7. City will encourage volunteer groups to participate in District's "Adopt-A-Creek" program.
8. Native plants selected by a licensed landscape architect with native habitat experience should be used for revegetation purposes.
9. Construction work during spring nesting season will be avoided whenever possible. The parties acknowledge that the spring nesting season occurs between February 1 and July 1. If construction must be done during the nesting season, a survey by a qualified biologist will be undertaken to determine the presence of nesting. If no nesting activity is reported, then the work may proceed. If nesting activity is reported, the biologist is expected to recommend the implementation of adequate mitigation measures. Environmental impact shall be considered prior to all work.
10. The parties shall cooperate to create and install signage which benefits the programs of each party such as warnings, entrance signage, interpretive signs, and joint uses when applicable. The General Manager of the District and the Director of the Parks and Recreation Department of the City or their designees shall meet and confer on a periodic basis to plan and install appropriate signage which serves the needs of both parties.
11. This Agreement shall be for a period of twenty-five (25) years beginning on the date it is approved by the District Board of Directors. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other. Notice of intent to terminate may be given by Director of Public Works for City. Notice of intent to terminate may be given by the General Manager of District for the District.

- 16(a). City shall assume the defense of, indemnify and hold harmless, District, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature, or description directly or indirectly arising during the initial term of this Agreement, or any renewal thereof, and resulting from the public use of the premises pursuant hereto or from public use of adjacent premises of District occurring in consequence of City's or the public's use of the premises or from acts, omissions, or activities of City's officers, agents, employees, or independent contractors employed by City, excepting claims, liability, loss, damage, or injury which arise from the willful or negligent acts, omissions, or activities of an officer, agent, or employee of District. This Agreement to defend, indemnify, and hold harmless shall operate irrespective of whether negligence is the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is merely a condition rather than a cause.
- (b). District shall assume the defense of, indemnify, and hold harmless, City, its officers, agents, and employees from all claims, liability, loss, damage, and injury of any kind, nature or description directly or indirectly arising from District's exercise of its flood control or water conservation purposes on the premises pursuant hereto or from acts, omissions, or activities of District's officers, agents, employees, or independent contractors employed by District excepting claims, liability, loss, damage, or injury which arises from the willful or negligent acts, omissions or activities of an officer, agent, or employee of City. This agreement to defend, indemnify, and hold harmless shall operate irrespective of whether negligence is the basis of the claim, liability, loss, damage, or injury, and irrespective of whether the act, omission, or activity is merely a condition rather than a cause.
17. Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

**City**

**District**

City of Cupertino  
 10300 Torre Avenue  
 Cupertino, CA 95104

Santa Clara Valley Water District  
 5750 Almaden Expressway  
 San Jose, California 95118

18. This Agreement, and all the terms, covenants, and conditions hereof, shall apply to and bind the successors and assigns of the respective parties hereto; **provided**, that City shall neither assign nor sublet this Agreement without prior written consent of District.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove set forth.

SANTA CLARA VALLEY WATER DISTRICT,  
a public corporation

By: Wally Dean  
"City"  
Mayor, City of Cupertino

By: [Signature]  
Chair/Board of Directors  
"District"

ATTEST:

Kimberly Smith  
City Clerk

ATTEST:

Elizabeth Ellis (Deputy Clerk)  
Clerk/Board of Directors

APPROVED AS TO FORM:

[Signature]  
City Attorney

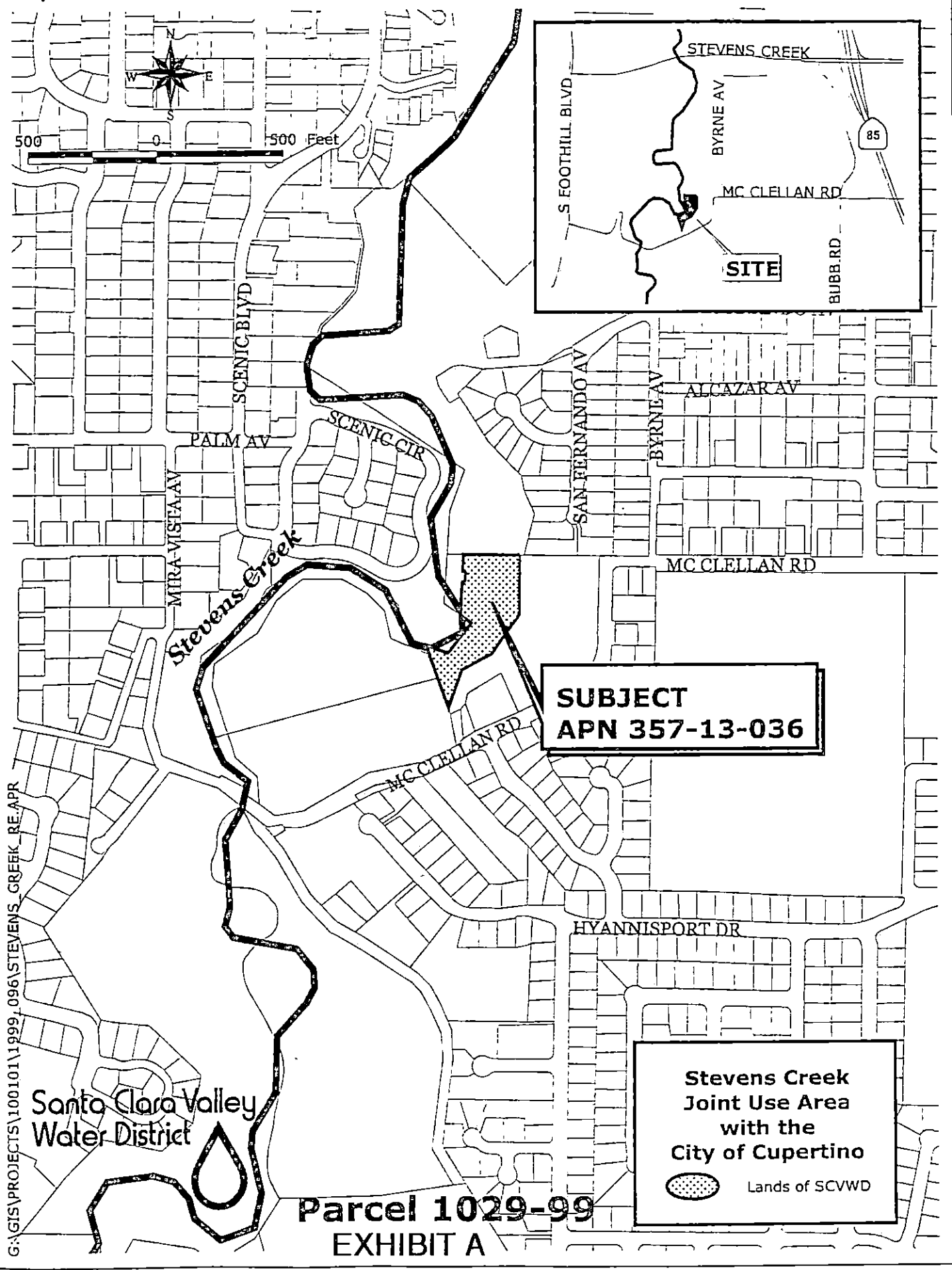
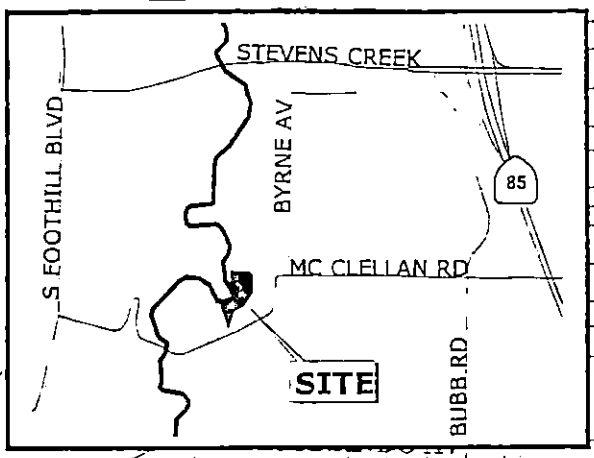
APPROVED AS TO FORM:

A.C. Brunette  
General Counsel






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**SUBJECT  
APN 357-13-036**

**Stevens Creek  
Joint Use Area  
with the  
City of Cupertino**

 Lands of SCVWD

Santa Clara Valley  
Water District

**Parcel 1029-99  
EXHIBIT A**

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CC 1-22-2025

#8

Stevens Creek Blvd. Class IV Bike  
Lane Contract

Supplemental Report



## PUBLIC WORKS DEPARTMENT

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CUPERTINO.ORG

### CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: January 22, 2025

#### Agenda Item #8

##### Subject

Award a construction contract to Golden Bay Construction in the amount of \$1,569,798, approve a first amendment to the design services contract with Pakpour Consulting Group to increase the contract by \$96,620 for a total not-to-exceed contract amount of \$310,483 and approve a budget modification in the amount of \$1,500,000 for the Stevens Creek Boulevard Class IV Bike Lane Project.

##### Recommended Action

1. Award a construction contract for the Stevens Creek Boulevard Class IV Bike Lane Phase 2A Project (budget unit 420-99-036, project number 2022-15) in the amount of \$1,569,798 to Golden Bay Construction, Inc.;
2. Authorize the City Manager to execute the construction contract with Golden Bay Construction, Inc. when all conditions have been met;
3. Authorize the Director of Public Works to execute any necessary construction change orders up to a construction contingency amount of \$156,980 (10%) for a total contract amount of \$1,726,778;
4. Authorize the City Manager to amend the Design Services Contract with Pakpour Consulting Group to increase the amount by \$96,620 for a total not-to-exceed contract amount of \$310,483 for the 2022-11 Stevens Creek Boulevard Class IV Bike Lane Phase 2B Design Project; and
5. Adopt Resolution No. 25-XXX approving budget modification #2425-377, approving an increase of grant revenue estimates of \$1,500,000 and a transfer out of \$693,000. This includes an increase of \$807,000 in Federal grant funds and a transfer of \$693,000 in SB1 Grant Funds from the Transportation Fund (270-85-821) into the Capital Improvement Program Capital Project Fund (420-99-036).

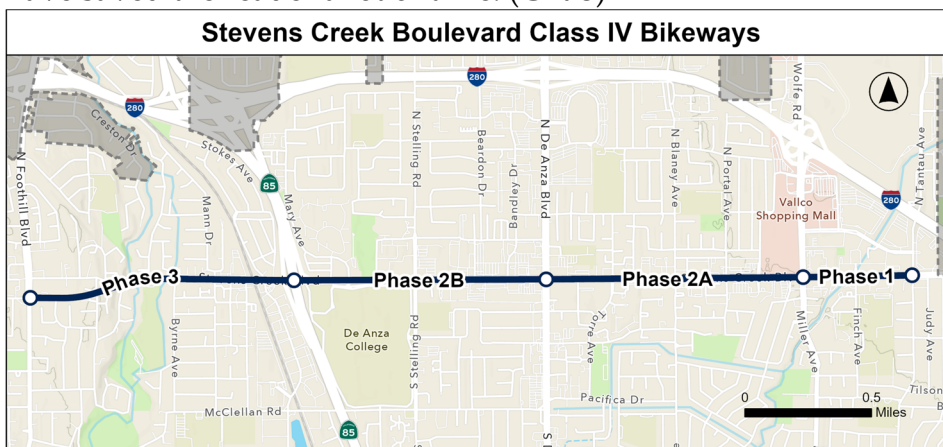
**Staff's responses to questions received from councilmember are shown in italics.**

Q1: URL and Map (Chao)

Q1-1: Could the staff please include a link to the City website for this project in future staff reports? <https://www.cupertino.gov/Your-City/Departments/Public-Works/Transportation-Mobility/Projects/Stevens-Creek-Boulevard-Class-IV-Bikeway> (Chao)

*Staff response: Yes, future staff reports will include a link to the City's project website when available.*

Q1-2: Could the staff please include a map to show the phases of this project? I truly appreciate the detailed timeline for this project in the staff report with the dates of each council meeting when a portion of this project was approved. But in order to find out what is Phase 2A or Phase 2B, it took me a while .... I did not find it out until I read the entire timeline in details. But a map would have saved the reader a lot of time. (Chao)



*Staff response: Yes, future staff reports will include maps, if necessary, to clarify locations.*

Q2: What kind of separators: Concrete separators or bollards? (Chao)

*Staff response: These are concrete separators.*

Q2-1: Will the Class IV Bike Lane in Phase 2 include concrete separators, as in McClellan Road, or the bollards, as in Phase 1 in Stevens Creek? I did not find the answer in the staff report. A Google search results in: "A Class IV bikeway, also called a "separated bikeway," is a bicycle facility on a street that is physically separated from vehicle traffic by a vertical barrier like a curb, bollards, planters, or other elements, essentially creating a protected bike lane

where only cyclists can use the space." Please provide a picture of the kind of separators that will be used. A picture is worth a thousand words. **(Chao)**  
*Staff response: Concrete buffers will be constructed, identical to those currently installed on Stevens Creek Blvd. between Wolfe Road and Tantau Ave. A picture is shown below.*



Q2-2: Since the design for 2A and 2B are complete, I thought perhaps I can answer Q2-3 (what kind of separators) by looking at the design. But I could not find the design from the website nor the agenda packet. Please provide the design of 2A and 2B, which this agenda item refers to. **(Chao)**

*Staff response: The design plans for Phase 2A are available on our business opportunities webpage at <https://apps.cupertino.org/details/745>. The design plans for Phase 2B are 95% complete but will use the same concrete separators.*

Q3: Impact on vehicle flow

Thank you for confirming that "No vehicle lanes are being removed or repurposed as a part of this project." Would there be any other change that affects vehicle flows? Such as making some lanes right turn only or restricting time intervals for right turns or restricting right turns? Since they have happened in other intersections as bike paths are added, the public would

likely wish to know it ahead of time. Perhaps, the answers might be in the design of 2A and 2B? **(Chao)**

*Staff response: No lanes will be converted to right-turn only, nor will there be any restriction prohibiting right turns on red. Similar to the current configuration along Stevens Creek Blvd. between Wolfe Rd and Tantau Ave, concrete buffers will prevent right-turning vehicles from using the bike lane for right turns at all intersections. Additionally, similar to the current operation for westbound Stevens Creek Blvd at Wolfe, there will be a dedicated traffic signal phase for bicyclists crossing at De Anza Blvd, and right turns for vehicles from Stevens Creek Blvd. onto De Anza Blvd will be prohibited only when a bicycle is crossing and the bike signal phase is active.*

Q4: Public input and engagement

Thank you for the detailed timeline with dates for Council meetings for budget approval. On what dates the design for Stage 2A and 2B are reviewed/approved by the Bike and Ped Commission? On what dates the design for Stage 2A and 2B are approved by the Council? On what dates the design for Stage 2A and 2B were presented to the public at any community meeting? **(Chao)**

*Staff response: Phase 2A and 2B design was reviewed in detail by the Bike and Pedestrian Commission on January 22, 2022 and July 20, 2022. No motions were made at these meetings. Status update on the project was provided to the Bike and Pedestrian Commission at the February 22, 2023 meeting. There was no separate dedicated community meeting for this project.*

Q5: The Contract (included as Attachment A) does not include the Scope of Work, which makes this contract incomplete since I cannot tell from the contract what exactly is included. The contract stated "Contractor will perform all of the Work required for the Project, as specified in the Contract Documents". But the "Contract Documents" is not included, it seems. For comparison, the Agreement for Item 9 for Community Hall equipment upgrade includes the "contract documents" or the "bid proposal", which includes the Scope of Work, the timeline of phases etc. **(Chao)**

*Staff response: The project plans and specifications are included as part of the contract documents that were linked in the staff report. Those documents are available on our business opportunities webpage at <https://apps.cupertino.org/details/745>.*

Q6: Thank you for including a link to the bid documents. But it requires a login for some contractor to access the documents. Please provide a link to the city storage or archive without any login.



(I thought perhaps I could find out the answer for what kind of separators from the bid documents... But I cannot access it.) (Chao)

Staff response: A login is required. Sign up for the website is free. A contractor's license is not necessary, and interested parties can toggle the button to remove the contractor's license requirement.

Q7: What would be the difference in costs between the different options for separators? Concrete, bollards, or other options? (Chao)

Staff response: Concrete separators are significantly more expensive than plastic bollards but do provide a higher level of protection.

Q8: Thank you for the detailed project budget table. Appreciate it! But it took me a while to comprehend it. Here is what I derived from the tables:

- The City has budgeted \$2.5M in total for the design of 2A and 2B and the construction of Stage 2B.
- With this contract from this agenda item of \$1.5M (+ 10% contingency) + \$185k (construction management, which is about 12% of \$1.5M), the total expenses would be \$2.22M, which is under the budgeted \$2.5M.
- The project cost would also be covered by two grants, totaling \$1.62M.
- Thus, the actual cost to the city is \$2.22M - \$1.62M = \$0.6M. Is my understanding correct?

Projected Funding Impact (Expenses)		Amount	
Design Phase Expenditures to date		(\$213,863)	
Design Phase (for Phase 2B Design completion)		(\$96,620)	
Construction Contract (\$1,569,798 base contract and \$156,980 contingency) – This Action		(\$1,726,778)	
Construction Management		(\$185,000)	
<b>Subtotal:</b>		<b>(\$2,222,261)</b>	
Summary		Amount	
Current Project Budget (420-99-036)		\$2,500,090	
Projected Funding Impact		(\$2,222,261)	
<b>Remaining Funds:</b>		<b>\$277,829</b>	
Construction Phase 2A External Funding	Amount	Local Match	Total Amount
One Bay Area Grant (OBAG)	\$807,000	\$93,000	\$900,000
Senate Bill 1 (SB1)	\$693,000	\$32,000	\$725,000
<b>Total</b>	<b>\$1,500,000</b>	<b>\$125,000</b>	<b>\$1,625,000</b>

(Chao)

Staff response: The City has budgeted \$2.5M in total for the design of Phase 2A and 2B and the Construction of Phase 2A. To date, the total expenditures add up to approximately \$2.22M. The two grants total \$1.5M (with a required local match of

\$125,000). The actual cost to the City for design of 2A and 2B, and for construction of 2A, is estimated at approximately \$722,261.

Q9: About Phase 2B (**Chao**)

Q9-1: The staff report states "Staff will complete Phase 2B design and will pursue proposals for construction of Phase 2B in 2026. Staff will return to City Council for necessary budget requests for Phase 2B after construction bids are received for that phase." I thought the design for both 2A and 2B are complete, according to the staff report? (**Chao**)

*Staff response: The design for Phase 2B is 95% complete. Some additional underground investigatory work is needed to verify that there are no conflicts with underground utilities. This upfront investigative work will minimize the potential for costly change orders during construction.*

Q9-2: The process for Phase 2A was that the budget of \$2M was approved for the construction of 2A BEFORE it went out for bid. I am just curious why the budget requests for 2B would be made AFTER construction bids are received? (**Chao**)

*Staff response: Staff currently has funds to finalize the design of Phase 2B, which will allow for the project to be bid. Current construction estimates for Phase 2B are \$1.6M, but staff believes it is practical to ascertain actual costs prior to requesting funds for construction. This will help to reduce the potential for multiple requests for funding for this phase.*

Q10: When the contract for amend the design for the Stevens Creek Bike Lane project is awarded, is there an opportunity for your staff to review the actual design of the barriers re: protected bike lanes? The staff report says there will be no change in auto lanes or even existing bike lanes which currently are unprotected. My concern is twofold: One, having wide concrete barriers, similar to McClellan, creates a visual and apparent restriction to auto drivers, and two, it does not promote the aesthetic look of the entire street. Is there a way to have more narrow concrete barriers - which will provide protection to cyclists and at the same time maintain the 'look' of the street?

(**Mohan**)

*Staff response: Yes, staff reviewed the design of the barriers and verified that the design matched the existing barriers located on Stevens Creek Blvd, between Wolfe Road and Tantau Ave.*



*There will be no narrowing of any vehicle lanes. However, there will be some modifications at intersections to enhance the safety of bicyclists and pedestrians (similar to the intersection at Wolfe and Stevens Creek).*

*This project consists mainly of placing concrete barriers within the area that is currently buffered. The barriers are 18" wide, and the area between the existing solid lines of the buffers is generally 18" wide. The concrete barriers are identical to the existing barriers on Stevens Creek Boulevard, between Tantau Ave. and Wolfe Rd. The width of the concrete barriers is determined by the need to ensure the barriers remain intact after impacts from vehicles, as well as provide sufficient physical protection for bicyclists.*

Attachments Provided with Original Staff Report:

- A. *Draft Construction Contract*
- B. *Draft Resolution*

CC 1-22-2025

#9

Advanced Systems Group  
Agreement

Supplemental Report



## CITY MANAGER'S OFFICE

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### CITY COUNCIL STAFF REPORT SUPPLEMENTAL 1

Meeting: January 22, 2025

#### Agenda Item #9

#### Subject

Approve an agreement with Advanced Systems Group, LLC., for Modernization of Broadcast TV and Community Hall Integration for a not-to-exceed amount of \$1,100,000, a 10% contingency in the amount of \$110,000 for a total not-to-exceed amount of \$1,210,000, and associated budget modification, with the cost to be funded by Public, Educational, and Governmental (PEG) funds.

#### Recommended Action

1. Authorize the City Manager to execute the agreement and any necessary amendments with Advanced Systems Group, LLC., for Modernization of Broadcast TV and Community Hall Integration, within the total not-to-exceed amount of \$1,210,000.
2. Adopt Resolution No. 25-XXX approving budget modification #2425-368, increasing appropriations in the amount of \$1,210,000 in the General Fund Video budget unit (100-31-305 900-995), funded by restricted PEG funds.

#### Background:

Q1: What specifically has triggered this need for an upgrade? **(Chao)**

*The need for this upgrade has been triggered by several factors:*

1. *Scheduled Technology Refresh:*
  - *The audiovisual (AV) systems in the Community Hall and control room were last upgraded a decade ago, in line with a typical 10-year refresh cycle.*
  - *The lighting systems, however, have not been updated in 20 years, making this component particularly overdue for modernization.*
2. *Outdated Legacy Equipment:*
  - *Components of the existing AV and lighting systems have reached end-of-life and are no longer supported by manufacturers. This creates reliability risks and increases maintenance challenges, threatening the City's ability to provide uninterrupted services.*

3. *Significant Maintenance Demands:*
  - *Maintaining the current system requires video engineering expertise rather than standard video broadcast skills, due to its complexity.*
  - *Approximately 16 hours of engineering work per week is currently needed to ensure operational viability. This is both resource-intensive and costly.*
  - *The new system, with its streamlined design and modern technologies, will significantly reduce the time and expertise required for maintenance, improving overall efficiency.*
4. *Advancements in Technology:*
  - *The City's current setup lacks modern capabilities, such as Network Device Interface (NDI) technology, and improved integration of video and audio systems.*
  - *Upgrading to these technologies will enhance video production quality, operational efficiency, and scalability.*
5. *Operational Inefficiencies:*
  - *The existing system does not allow for centralized control or seamless integration of subsystems like cameras, lighting, microphones, and HVAC systems. Modernizing the system will streamline operations and simplify control mechanisms, making them more user-friendly and efficient.*
6. *Sustainability and Cost-Effectiveness:*
  - *LED lighting will reduce energy consumption by up to 75%, lower cooling requirements, and decrease maintenance needs. This supports the City's sustainability goals and reduces long-term costs.*

*By addressing these issues, the modernization effort will not only ensure a high-quality, reliable, and scalable audiovisual infrastructure but also significantly reduce maintenance demands, freeing up resources and minimizing operational risks.*

**Q2: Are there problems? If so, what are they? (Chao)**

*Yes, there are several challenges with the current system that necessitate this upgrade:*

1. *Aging and Outdated Equipment:*
  - *The audiovisual (AV) systems were last upgraded 10 years ago, and the lighting systems have not been updated in over 20 years. Some equipment has reached its end-of-life and is no longer supported by manufacturers, making repairs and replacements increasingly difficult and time-consuming.*
2. *Reliability Risks:*
  - *The current system's outdated components increase the risk of failures, which could disrupt City Council meetings and public information sessions. Such failures could take months to resolve due to the unavailability of replacement parts.*
3. *Complex Maintenance Requirements:*
  - *The existing system is highly complex and requires significant expertise in video engineering rather than standard video broadcast skills. This complexity demands approximately 16 hours of specialized engineering work per week just to keep the system operational, which is resource-intensive and unsustainable.*
4. *Technological Limitations:*
  - *The current system lacks modern features such as Network Device Interface (NDI)*

*technology, and advanced audio capabilities.*

5. *Operational Inefficiencies:*

- *The lack of centralized control and integration of subsystems (e.g., lighting, microphones, HVAC, cameras) results in inefficient operations and makes it challenging to manage the system effectively.*

6. *Risk of Service Interruptions:*

- *Without modernization, the risk of a critical system failure will continue to increase, potentially leading to significant service disruptions that could negatively impact public access to important government content.*

*By addressing these problems through the proposed upgrade, the City aims to ensure a reliable, efficient, and sustainable audiovisual infrastructure that meets current and future needs while minimizing operational risks and maintenance burdens.*

Q3: Will this upgrade be compatible with the broadcasts currently being done at the Quinlan Center? If not, what will need to be changed, how much will it cost and how will it be funded? **(Chao)**

*Yes, this upgrade will be fully compatible with the broadcasts currently being done at the Quinlan Center.*

*The Quinlan Center primarily uses Zoom for its broadcasting needs, whereas the Community Hall has a more extensive AV infrastructure. Zoom is also a key component of the upgraded AV system for the Community Hall, ensuring seamless compatibility between the two facilities.*

Q4: Will this upgrade allow the video capturing of BOTH the Council meeting and any councilmembers attending remotely as part of public record? **(Chao)**

*Yes, this upgrade will allow for the video capturing of both in-person Council meetings and any councilmembers attending remotely, ensuring documentation as part of the public record. The integration of modern Network Device Interface (NDI) technology and advanced video systems will enable seamless inclusion of remote participants via Zoom or other virtual platforms. This ensures that all councilmember interactions, whether in person or remote, are captured and archived with high-quality video and audio for transparency and public accessibility.*

Q5: Please verify that the funds needed for this project ALREADY EXIST in a fund and will not be using unassigned funds of any kind? **(Chao)**

*No unassigned funds will be used for this project. The upgrade will be funded using General Fund restricted funds from "Public Access Television," which had a beginning balance of \$1,639,433, as reported in the FY 2023-24 Annual Comprehensive Financial Report (page 91).*

Q6: Additionally, the project will centralize the control room within the Community Hall, facilitating smoother integration and more efficient operation of the audiovisual systems. **(Chao)**

*This statement means that the control room, which currently operates from City Hall, will be relocated to the Community Hall where the meetings are held. By moving the AV system control room to the same facility, the following benefits will be achieved:*

1. *Reduced Infrastructure Complexity:*
  - *Currently, the system requires extensive cabling and connections between City Hall and Community Hall to manage AV operations remotely. This setup is complex, prone to issues, and requires significant maintenance.*
  - *By centralizing operations within Community Hall, the need for this intricate infrastructure is eliminated, simplifying the system and reducing potential points of failure.*
2. *Improved Efficiency:*
  - *Operators will be able to manage the AV systems directly from the same location where meetings occur, enabling quicker response times and easier coordination during events.*
  - *This proximity reduces delays and errors that might occur when managing systems remotely.*
3. *Seamless Integration:*
  - *Centralizing the control room allows for a more streamlined integration of all audiovisual components (e.g., cameras, microphones, lighting, HVAC, and voting systems). The systems can work together seamlessly, improving overall performance and ease of use.*
4. *Cost and Resource Savings:*
  - *A simpler infrastructure reduces maintenance demands and operational costs over time. It also minimizes the need for highly specialized expertise to troubleshoot complex remote configurations.*

*In summary, moving the control room to the Community Hall will enhance the efficiency, reliability, and simplicity of AV operations for meetings and events held there.*

Q7: Why is an integrated system needed in Community Hall when there have been no public complaints about audio/video quality and the number of meetings held there has decreased? **(Chao)**

*See the answer to Q1.*

Q8: Why is an external consultant necessary for a feasibility study when incremental upgrades have traditionally been recommended by staff? **(Chao)**

*Cupertino has used an external consultant to perform a redesign and implementation of the control room and AV systems on an average of every ten years.*

Q9. Can the plan include support for hybrid commission meetings at the Quinlan Center, as that is a primary need raised by the community? **(Chao)**

*The Quinlan Center primarily relies on Zoom for its broadcasting needs, while Community Hall features a more advanced AV infrastructure. As the primary City Channel broadcasting facility and*

*home to the Council Chambers, Community Hall requires dedicated PEG funds to maintain and upgrade its integrated equipment, ensuring high-quality and seamless productions.*

Q10: Was the \$1.2 million budget request included in the FY 2024-25 Adopted Budget?  
**(Chao)**

*No, the \$1.2 million budget request was not included in the FY 2024-25 Adopted Budget.*

Q11: Was this budget item part of the FY 2024-25 Capital Improvement Project (CIP) list?  
**(Chao)**

*No, this budget item was not part of the FY 2024-25 CIP list.*

Q12: If it was included in the Adopted Budget, why is a budget modification necessary?  
**(Chao)**

*See the Fiscal Impact section of the staff report.*

Q13: Is the City's understanding correct that it saves approximately \$80,000 per year from PEG funds and that the current \$1.6 million balance represents 20 years of accumulated savings? **(Chao)**

*Yes, these savings are used to fund the control room and Community Hall AV upgrades on a ten-year cycle.*

Q14: Does the proposed feasibility study and LED lighting replacement meet PEG fund criteria, which primarily cover capital costs? **(Chao)**

*Yes, both qualify for PEG funds.*

Q15: Does the \$1.2 million budget include the full video system upgrade, including equipment? **(Chao)**

*Yes*

Q16: The attached proposal focuses on consulting and planning, but Phase III seems to include equipment costs. How was the \$986,000 figure for Phase III determined if the Needs Analysis has not yet been conducted? **(Chao)**

*This Not-to-Exceed (NTE) estimate is based on the vendor's experience with similar projects, a walkthrough of our site, site drawings, and discussions with our internal subject matter experts. Additionally, our internal staff's research, system knowledge, and past experience in building and refreshing the control room and Community Hall AV in both 2003 and 2015—each time costing approximately \$1 million—confirm that this estimate is reasonable and well-founded.*

Q17: Will Council have a chance to review and approve the actual equipment costs before Phase III is implemented? **(Chao)**

*The approval of actual equipment costs before Phase III falls under the responsibility of the Innovation & Technology (I&T) Department. I&T is responsible for managing the project scope, budget, and procurement process to ensure alignment with the City’s operational and technological requirements.*

**Q18: Can the RFP be provided in PDF format without requiring login access to a system? (Chao)**

*See the supplemental attachment.*

**Q19: Why was the lowest bid measure not used for this project? (Chao)**

*The Scope of Work (SOW) for this project has not been fully defined at a granular level, necessitating the issuance of an RFP. In this case, selecting the most qualified vendor was the most appropriate approach.*

**Q20: What state law allows an exemption from the lowest bid requirement? (Chao)**

*This project is not a public works project subject to the Public Contract Code. Procurement decisions may be based on best value and are not limited to lowest cost.*

**Q21: Who were the other proposers, and what were their bid amounts and evaluation scores? (Chao)**

*The requested information may be disclosed after the contract has been awarded.*

**Q22: What criteria were used to evaluate the proposals? (Chao)**

<b>Criteria</b>	<b>Maximum Points</b>
Understanding and adherence to the City’s objective tasks set forth in the Scope of Work	30 points
Consultant’s experience, qualifications, and skills.	25 points
Quality of proposal	10 points
References	10 points
Price	20 points
Conformance to City’s contract and Insurance Requirements	5 points

**Q23: How was transparency ensured in the selection process to prevent favoritism? (Chao)**

*All vendors were informed of the ranking criteria as part of the RFP process.*

**Q24: Do all elements of the proposed project, such as the feasibility study and LED lighting upgrades, align with the allowable uses of PEG funds? (Chao)**



Yes

Q25: If any part of the expenditure does not meet PEG criteria, how will it be funded instead? **(Chao)**

*NA – funds have been earmarked in our regular operating cost for any electrical work potentially needed.*

Attachments Provided with Original Staff Report:

*A – Draft Agreement*

*B – Resolution 2025-XXX*

Additional Attachments Provided with Supplemental 1:

*C - RFP - Modernization of TV Broadcast System*



**CUPERTINO**

**CITY OF CUPERTINO**

**REQUEST FOR PROPOSALS**

**FOR**

**CONSULTING SERVICES FOR THE DESIGN AND  
IMPLEMENTATION FOR MODERNIZATION OF  
BROADCAST TV AND COMMUNITY HALL  
INTEGRATION.**

**RFP Issue Date:**

**July 12, 2024,**

**Submittal Due Date:**

**August 16, 2024**

**INNOVATION TECHNOLOGY**

**CITY HALL • 10300 TORRE AVENUE • CUPERTINO, CA 95014-3255**

**TELEPHONE: (408) 777-3200**

# REQUEST FOR PROPOSALS CITY OF CUPERTINO

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## 1. INTRODUCTION

The City of Cupertino (City) invites proposals from qualified firms to modernize its broadcast and facility integration system using Network Device Interface (NDI) technology. This RFB covers the following three (3) phases:

- Phase I: Needs Assessment of the City's Current Broadcast and Community Hall Integration System
- Phase II: Design and Development of the New Broadcast and Facility Integration System
- Phase III: Implementation, Testing, and Transition to the New System

*The City reserves the right to contract for one or more phases and to proceed or not proceed at the conclusion of each phase and to issue an RFP later.*

## 2. ABOUT CUPERTINO

The City of Cupertino was incorporated in 1955 and located in the foothills of the Santa Cruz mountains, in the west end of Santa Clara County, California. With a population of approximately 59,000 encompassed throughout approximately eleven square miles, Cupertino is one of many cities that claim to be the "heart" of Silicon Valley. Most notably, Cupertino is home to the worldwide headquarters for Apple, Inc. as well as other great innovators in technology such as Lab 126, Sugar CRM and Citrix Systems.

The City provides a broad range of municipal services. These include, planning, building, park & recreation, street and park maintenance, storm drain and general administrative services. Fire and Police services are provided by the County of Santa Clara. Water is provided to the residents by San Jose Water, an investor-owned public utility.

The City Channel, the city of Cupertino's government access television channel (Comcast Cable Channel 26 and AT&T U-Verse Channel 99), was the first government channel to begin operations in Santa Clara County. Established in 1982, the city's video department began televising city council and planning commission meetings in January 1983. Since then, the channel has grown into a vital information resource for the community, providing Cupertino residents with a wide variety of locally produced and acquired programming.

### **3. SCOPE OF WORK**

While it is the City's goal to select a single vendor to conduct all phases described below, Phase II and Phase III are to be considered optional. The need for these phases will be confirmed or modified pending the outcome of Phase I and budget availability.

#### **Phase I: Needs Assessment**

##### **1. Current System Evaluation**

- Conduct a thorough assessment of the existing broadcast and facility integration systems.
- Identify current capabilities, limitations, and areas needing improvement.
- Document all existing equipment, software, and workflows.

##### **2. Stakeholder Consultation**

- Engage with key stakeholders, including city staff, council members, and technical personnel.
- Gather requirements, expectations, and suggestions for the new system.
- Conduct workshops and interviews to understand the needs and goals of various user groups.

#### **Needs Analysis Report**

- Compile findings from the evaluation and consultations.
- Provide a detailed needs analysis report outlining the requirements for the new system.
- Include recommendations for system features, capabilities, and improvements.

#### **Phase II: Design and Development**

##### **1. System Design**

- Develop a comprehensive design for the new broadcast and facility integration system.
- Ensure the design supports NDI technology and integrates all required subsystems (lighting, HVAC, cameras, Dais electronics, etc.).
- Create detailed schematics and diagrams for the proposed system architecture.

## **2. Technical Specifications**

- Define technical specifications for all hardware and software components.
- Specify requirements for video quality (HD and 4K), audio quality, storage, network infrastructure, and control interfaces.
- Ensure compatibility with existing infrastructure where necessary.

## **3. Project Plan Development**

- Develop a project plan outlining the steps for implementation, testing, and transition.
- Include timelines, milestones, and resource requirements.
- Address risk management, quality assurance, and contingency plans.

## **4. Bid Preparation and Vendor Selection**

- Prepare the necessary documentation for vendor bids.
- Assist in the evaluation and selection of vendors for the supply of hardware, software, and implementation services.
- Ensure vendors meet the technical and operational requirements outlined in the design.

### **Phase III: Implementation, Testing, and Transition**

#### **1. Procurement and Installation**

- Oversee the procurement of all hardware and software components.
- Coordinate the installation of the new system, ensuring minimal disruption to ongoing operations.
- Supervise the integration of subsystems within the Community Hall.

#### **2. System Configuration and Testing**

- Configure the new system according to the design specifications.
- Conduct rigorous testing to ensure all components function correctly and meet performance standards.
- Perform end-to-end tests, including live broadcasting and facility integration tests.

#### **3. Training and Documentation**

- Provide comprehensive training for city staff on the operation and features of the new system.
- Develop user manuals, technical documentation, and training materials.

- Conduct hands-on training sessions and workshops.

#### **4. Transition and Go-Live Support**

- Facilitate a smooth transition from the old system to the new system.
- Provide go-live support to address any issues that arise during the initial phase of operation.
- Monitor system performance and make necessary adjustments to ensure optimal functionality.

#### **5. Post-Implementation Support**

- Implement ongoing monitoring and support services.
- Establish a support plan for maintenance, updates, and troubleshooting.
- Ensure the system remains scalable and adaptable to future needs.

### **Deliverables**

1. Needs Assessment Report: Detailed report outlining current system evaluation, stakeholder requirements, and recommendations for the new system.
2. System Design and Technical Specifications: Comprehensive design documents and technical specifications for the new system.
3. Project Plan: Detailed project plan with timelines, milestones, and resource requirements.
4. Vendor Selection Documentation: Documentation for vendor bids and selection process.
5. Installation and Configuration Records: Records of the installation process and system configuration.
6. Testing and Validation Reports: Reports on the results of system testing and validation.
7. Training Materials: User manuals, technical documentation, and training materials.
8. Support Plan: Plan for ongoing support, maintenance, and future scalability.

This scope of work ensures a thorough and systematic approach to modernizing the city's broadcast and facility integration system, leveraging advanced NDI technology to meet current and future needs.

#### 4. SELECTION CRITERIA

Some of the criteria for selection of the consultant are listed below, not necessarily in order of importance:

- Qualifications and experience of key staff persons who will conduct the work.
- Work program and methodology for conducting the assignments.
- Project schedule for Phase I, II, and III.
- Experience with California municipalities for like projects.
- Ability to accept the City's contract terms including endorsements and insurance requirements
- References and recommendations.
- Cost

All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals will be evaluated on a point system (0-100 points, with one hundred being the best possible score) in accordance with the following:

<b>Criteria</b>	<b>Maximum Points</b>
Understanding and adherence to the City's objective tasks set forth in the Scope of Work	30 points
Consultant's experience, qualifications, and skills.	25 points
Quality of proposal	10 points
References	10 points
Price	20 points
Conformance to City's contract and Insurance Requirements	5 points

The City reserves the right to waive any irregularity in any proposal or reject any proposal which does not comply with this RFP.



## 5. RFP SCHEDULE

The schedule is set tentatively as follows:

- RFP Issuance Date: July 12, 2024
- Site Visit for Vendor Review: July 26, 2024
- Deadline for Vendor Questions: August 2, 2024
- Staff Response to Vendor Questions: August 9, 2024
- Proposal Submission Deadline: August 23, 2024 – 5 PM
- Evaluation Period: August 23 – September 6, 2024
- Vendor Presentations: September 16-19, 2024
- Vendor Selection and Notification: September 30, 2024
- Contract Negotiations and Award: October 22, 2024

The City expects, but does not guarantee, that the decision on the selection of a firm will be made by the Department on the date(s) indicated above.

Proposal Due Date: Submit to City: Friday, August 23, 2024, 5:00 P.M

Submit to The City of Cupertino: Vendors must electronically submit the following documents:

- Proposal Response

Electronic submissions will be electronically received through the <https://apps.cupertino.org/bidmanagement/index.aspx>. The City is not responsible for electronic submissions not received by the deadline due to technical failures of the Proposer.

## 6. SUBMITTAL REQUIREMENTS

Proposals are due by **Friday, August 23, 2024, 5:00 P.M.** **Late submittals will not be considered.** Proposals are to be uploaded to the City's bid management platform.

RFP documents will be posted on the city's RFP And Bid Management website at: <https://apps.cupertino.org/bidmanagement/index.aspx>

Vendors are required to submit the proposal through the City's RFP and bid management site by signing up on the site.

Pre-bid questions are to be sent via email to [TVModernization@cupertino.gov](mailto:TVModernization@cupertino.gov) and are due **Friday, August 2, 2024 by 5:00 P.M.** **Questions not sent to [TVModernization@cupertino.gov](mailto:TVModernization@cupertino.gov) as well as questions not sent by the due date and time will not be responded to.**

The City reserves the right to reject any or all submittals, waive any irregularities, and select firms or individuals which, in its opinion, best serve the City's interests. **The Consultant is responsible for *all* costs associated with the submission.**

The submittal shall not exceed 10 sheets (20 pages double sided), excluding table of contents, cover letter, resumes for key personnel, and any promotional materials. The City prefers a quality submission over quantity; succinct, responsive proposals are welcomed. **Submissions will not be returned.**

**All Consultant submissions shall provide the following general information:**

### A. Cover Letter

An original, signed cover letter that contains the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement which indicates an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Statement that the Consultant accepts the City's Indemnification requirements and insurance coverage requirements, without modification.

## **B. Qualifications and Experience**

General qualifications, special firm knowledge or capabilities, experience as a consultant for governments, and recent experience with local government TV Broadcast Modernization efforts in California.

## **C. Overview/Executive Summary**

Clearly convey the firm's understanding of the nature of the project and the approach to be taken. This section should include but not be limited to the following:

- Purpose and organization of the effort.
- Summary of the proposed approach.
- A description of the firm and the firm's experience with similar projects.

## **D. Management Program**

Describe the consultant's management approach to the proposal. The expected distribution of the work among the firm's employees should be indicated. The management program should also describe:

- Organization – Please explain how the work assignment is expected to be structured.
- Staffing – Please provide the names of key personnel, including supervisors and key technical support staff, along with a summary of the pertinent qualifications for each supervisor and key technical staff member. Staffing assignments should be specific enough to demonstrate an understanding of the skills required, identification of any subconsultants necessary to complete the tasks, and the commitment of appropriate resources. Please also include the resumes of the identified project team as an attachment.
- Management Approach – Please describe the role of the prime and subconsultants and any specific features of the management approach that require explanation. If subconsultants are being considered, please list their specific responsibilities, and describe how they will be supervised.
- Single Project Manager – The City requires a single Project Manager for consultant management for each contract. Indicate who the single point of contact will be and their qualifications.

## **E. Detailed Work Program, Schedule, & Cost**

This section should include the following for Phase I, II and III:

- Task Descriptions – Please provide a full description of the steps to be followed in conducting the work. This work description should be broken down into a sufficient level of detail (e.g., tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach.
- Deliverables – Please provide a description of the format, content, and level of detail which can be expected for each deliverable.
- Schedule – Please provide a project timeline outlining the key tasks and subtasks expected to be completed within the proposed timeframe, beginning in November 2024. Where possible, beginning and end dates for each task shall be shown to ensure the completion of the overall project within the appropriate timeframe. Identify the responsible person including members of the project team for each task and subtask. The consultant should place adequate time in the schedule for the City staff to review and edit all draft documents.
- Personnel Hours – Please provide a breakdown of the anticipated personnel hours for the various tasks for all team members and subconsultants, including mark-up factors which could apply.
- Cost – Identification of all costs Consultant will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City for each key task of the project. Cost proposal shall include the estimated number of project work hours and costs attributable to Phases I, II and III, which shall be broken out separately for each phase. A list of hourly rates of proposed project team members shall also be included.

## **F. References**

Please provide at least three references from previous cities, counties or other agencies for whom the consultant has prepared such documents and provide at least three appropriate samples of recent work product prepared within the last five years. Each reference shall include organization name, contact person, title, telephone number, services performed, and the date the document was adopted. All submitted materials shall become the property of the City of Cupertino.

## **G. Conflict of Interest**

- That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, which would

conflict in any manner or degree with the performance of its obligations under this Agreement.

- If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
- If, in the reasonable judgment of the City, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Agreement, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the Agreement shall be effective upon the receipt of such notice by Contractor.

## **7. CONTRACT REQUIREMENTS**

Once project scope and fee are negotiated, the Consultant shall execute a standard City of Cupertino single project agreement. The agreement will define basic contractual relationships with attachments that specify the scope of services, compensation schedule, and deliverable schedule. A sample City agreement is attached to this RFP as "Attachment A." "Attachment B" outlines the insurance requirements.



# Attachment A

## PROFESSIONAL/CONSULTING SERVICES AGREEMENT

### 1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and {---Company Name---} (“Contractor”), a {---Business Type---} for {---Contract Title---}, and is effective on the last date signed below (“Effective Date”).

### 2. **SERVICES**

Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

### 3. **TIME OF PERFORMANCE**

**3.1** This Agreement begins on the Effective Date and ends on {---Expiration Date---} (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on the effective date and shall be completed by {---Expiration Date---}. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

**3.2 Schedule of Performance.** Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

**3.3 Time is of the essence** for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

### 4. **COMPENSATION**

**4.1 Maximum Compensation.** City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \${---Contract Amount---} (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

**4.2 Invoices and Payments.** Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending

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{---Contract Title---}

claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

## **5. INDEPENDENT CONTRACTOR**

**51 Status.** Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

**52 Contractor's Qualifications.** Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

**53 Permits and Licenses.** Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

**54 Subcontractors.** Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

**55 Tools, Materials, and Equipment.** Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

**56 Payment of Benefits and Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

## **6. PROPRIETARY/CONFIDENTIAL INFORMATION**

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement.

---

{---Contract Title---}

Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

## **7. OWNERSHIP OF MATERIALS**

**7.1 Property Rights.** Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, “Work Product”), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

**7.2 Copyright.** To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered “works for hire” and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City’s written approval.

**7.3 Patents and Licenses.** Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

**7.4 Re-Use of Work Product.** Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

**7.5 Deliverables and Format.** Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

## **8. RECORDS**

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor’s performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City’s final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records



Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

## **9. ASSIGNMENT**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

## **10. PUBLICITY / SIGNS**

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

## **11. INDEMNIFICATION**

**11.1** To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

**11.2** Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

**11.3** Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in

the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

**11.4.** Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

**11.5.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

**11.6.** This Section 11 shall survive termination of the Agreement.

## **12. INSURANCE**

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

## **13. COMPLIANCE WITH LAWS**

**13.1 General Laws.** Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

**13.2 Labor Laws.** Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

**13.3 Discrimination Laws.** Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

**13.4 Conflicts of Interest.** Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

**13.5 Remedies.** Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

#### **14. PROJECT COORDINATION**

**City Project Manager.** The City assigns {---City Project Manager Name---} as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

**Contractor Project Manager.** Subject to City approval, Contractor assigns {---Contractor POC---} as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

#### **15. ABANDONMENT OF PROJECT**

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

#### **16. TERMINATION**

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

#### **17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION**

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of

California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

**18. ATTORNEY FEES**

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

**19. THIRD PARTY BENEFICIARIES**

There are no intended third party beneficiaries of this Agreement.

**20. WAIVER**

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

**21. ENTIRE AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

**22. INSERTED PROVISIONS**

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

**23. HEADINGS**

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

**24. SEVERABILITY/PARTIAL INVALIDITY**

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this

Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

**25. SURVIVAL**

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

**26. NOTICES**

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino Office of the City Manager 10300 Torre Ave., Cupertino CA 95014  Attention: {---City Project Manager Name---} } Email: {---City Project Manager Email---}	To Contractor: {---Company Name---} {---Street1---} {---Street2---} {---City---} {---State/Province---} {---Postal Code---}  Attention: {---Contractor POC---} Email: {---Contractor POC Email---}
--	---

**27. EXECUTION**

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed.

**CITY OF CUPERTINO**  
A Municipal Corporation

**CONTRACTOR**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
{---Contract Title---}

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CHRISTOPHER D. JENSEN  
Cupertino City Attorney

**ATTEST:**

\_\_\_\_\_  
KIRSTEN SQUARCIA  
City Clerk

Date \_\_\_\_\_

**Attachment B**  
***Insurance Requirements***  
***Design Professionals & Consultants Contracts***

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

**INSURANCE POLICIES AND MINIMUMS REQUIRED**

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
  - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
  - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
  - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or selfinsurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.  *Not required. Consultant has provided written verification of no employees.*
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If written on a claims made form:
  - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
  - b. Insurance must be maintained for at least five (5) years after completion of the Services.
  - c. 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.



**OTHER INSURANCE PROVISIONS**

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

***Additional Insured Status***

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers ("Additional Insureds") are to be covered as additional insureds on Consultant's CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

***Primary Coverage***

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute to it.

***Notice of Cancellation***

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

***Waiver of Subrogation***

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductible or self-insured retention must be declared to and approved by the City. At City's option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

***Acceptability of Insurers***

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

***Verification of Coverage***

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

***Subconsultants***

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant's insurance policies.

***Higher Insurance Limits***

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

***Adequacy of Coverage***

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.





CC 1-22-2025

#11

TBD List

Supplemental Report



**CITY MANAGER'S OFFICE**

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TELEPHONE: (408) 777-3223 • FAX: (408) 777-3366  
CUPERTINO.ORG

**CITY COUNCIL STAFF REPORT  
SUPPLEMENTAL 1**

Meeting: January 22, 2025

Agenda Item #11

Subject

Future agenda items requested by City Councilmembers ("TBD List").

Recommended Action

1. Review the TBD list and adopt the staff recommendations for items 5-11
2. Provide direction for items 1-4 and 12-16.

Background:

**Staff's responses to questions received from councilmember are shown in italics.**

**Q1: Regarding TBD Item #6 "Consider regulations on sound amplification devices in parks": Did the staff consider this specific request when providing the staff recommendation of no change? If so, why does the staff recommend against this minor change? (Chao)**

*Staff response:*

*Municipal Code section 13.04.120(I) requires a permit for the use of sound amplification equipment in public parks. Staff has not identified any operational need that would require amendment of section 13.04.120(I). However, if Council wishes to pursue amendments to allow for more liberal use of amplified sound in parks, it may direct staff accordingly.*

**Q2: In case the staff did not consider the specific request below, please consider the limited scope as described below and provide your recommendation. (Chao)**

*Mayor Chao request:*

The enclosed email was the original request for a minor revision to the policy on "sound amplification" device. The request is to allow sound amplification system as long as it is not "unreasonably loud", which is defined as "such sound can be heard by a person 50 feet or more from the source of the amplification", as defined in the Oakland Muni Code.

This would allow a small group to have a dance practice in a park without

disturbing others.

More specifically, the request would amend the CMC 13.04.120 Use of Park Property "No person in a park shall do any of the following: ... I. Use any system for amplifying sounds, whether for speech or music or otherwise, unless an exclusive use permit is first secured." as

"No person in a park shall do any of the following: ... I. Use any system for amplifying sounds, whether for speech or music or otherwise, in an unreasonably loud manner, unless an exclusive use permit is first secured," where the definition of "unreasonably loud manner" means "the volume of sound in the use or operation of any sound amplification equipment if such sound can be heard by a person from fifty (50) or more feet from the source of the amplification" (as defined in Oakland Muni Code)

I looked up the Oakland Muni Code for your reference:

=====

[https://library.municode.com/ca/oakland/codes/code\\_of\\_ordinances?nodeId=TIT12S\\_TSIPUPL\\_CH12.56SOAMEQ](https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeId=TIT12S_TSIPUPL_CH12.56SOAMEQ)

"Unreasonably loud manner" means the volume of sound in the use or operation of any sound amplification equipment if such sound can be heard by a person from fifty (50) or more feet from the source of the amplification.

**12.56.020 - Activity prohibited.**

It is unlawful for any person to use or operate or permit the use or operation in an unreasonably loud manner of any sound amplifying equipment out-of-doors or indoors when used or operated to reach persons out-of-doors without first obtaining a written permit from the City Manager by submitting an application at least ten working days prior to the date of intended use; ....

*Staff response:*

*See response to Question No. 1, above.*

Attachments Provided with Original Staff Report:

- A. *TBD List from September 2024 with Adopted Motion*
- B. *TBD List as of January 2025*

CC 1-22-2025

#12

FY 2025-27 City Work Program

Supplemental Report



**CITY MANAGER'S OFFICE**

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**CITY COUNCIL STAFF REPORT  
SUPPLEMENTAL 1**

Meeting: January 22, 2025

Agenda Item #12

Subject

FY 2025-27 City Work Program Study Session

Recommended Action

1. Review Councilmembers' Initial Top 10 projects for the FY 25-27 City Work Program
2. Select date for upcoming Goal Setting Workshop.
3. Receive an overview of the prioritization process for the Goal Setting Workshop that will be presented at this study session.

Background:

Staff identified a small typo in the staff report, which has now been corrected. The modified staff report is included as part of this supplemental as Attachment E.

Additionally, the Community Survey Informational Memorandum and survey results are included as Attachment F for the City Work Program discussion. These materials are intended to serve as a reference for Council when discussing priority projects and Council Goals.

Attachments Provided with Original Staff Report:

- A. *November 14, 2024 Informational Memorandum*
- B. *December 20, 2024 Informational Memorandum*
- C. *Council Top 10 Projects with Preliminary Budget and Staffing Estimates*
- D. *List of Potential Items for FY 25-27 CWP with Preliminary Budget and Staffing Estimates*

Attachments Provided with Supplemental 1:

- E. *Modified January 22, 2025, Staff Report*
- F. *Community Survey Results Informational Memorandum and Results*



## CITY MANAGER'S OFFICE

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## CITY COUNCIL STAFF REPORT

Meeting: January 22, 2025

### Subject

FY 2025-27 City Work Program Study Session

### Recommended Actions

1. Review each Councilmember's 10 projects for the FY 25-27 City Work Program. Total of 48 projects listed in Attachment C.
2. Receive a verbal overview of the prioritization process to finalize the City Work Program for the Goal Setting Workshop.
3. Confirm meeting date for upcoming Priority and Goal Setting Workshop.

### *Reasons for Recommendation*

This study session was requested by Council on December 17 for Council to review each Councilmember's initial top projects, receive input from the community, and agree on the process as well as identify the date for the upcoming prioritization Workshop.

### *Background*

The Council maintains a City Work Program (CWP) as a two-year effort, which it revisits on an annual basis to adjust and redirect efforts. The informational memorandum published on November 14, 2024 (Attachment A) outlined the approach for the upcoming Council Goal Setting and Prioritization Workshop (Workshop). At the December 17, 2024, City Council meeting, Council voted to schedule a study session on January 22. Each Councilmember was asked to identify their Top 10 priorities in preparation for the Workshop.

### *Looking Back at FY 2023-2025 CWP Process*

In March 2023, the City Council participated in a workshop to reaffirm City Council Goals and to set new priorities for the next two fiscal years. At that meeting, Council selected and ranked top priority items to form the current City Work Program (CWP). This was a collaborative effort among Councilmembers and staff, which resulted in a clearly defined CWP that was feasible during a time of fiscal uncertainty. This was a two-year process.

There are several lessons from the FY 2023-2025 CWP Process to keep in mind as Council considers adoption of the next CWP. First, Council and staff agreed on the process and focused on top priorities while acknowledging the organization's limited capacity. Second,

although Council retained the ability to add future agenda items outside the CWP process, the quarterly review of “TBD list” items allowed Council to decide whether those items should be accomplished with existing resources or whether they involved a level of effort that warranted inclusion in a future CWP. This discipline afforded clarity and allowed staff to stay on track and focus on set priorities.

In addition, the staff report template now incorporates a section to clearly indicate whether the agenda item corresponds to the current CWP and Council adopted goals to promote more awareness on Council’s top priorities.

*Potential Items for FY 2025-2027 CWP*

On December 20, 2024, an informational memorandum was distributed with instructions and a list of potential items for the FY 25-27 CWP (Attachment B) to Council. The list included the following:




- TBD – these are items that council has previously approved as potential CWP items
- Staff Proposed – these are new items proposed by staff that Council may consider for the upcoming CWP.
- Ongoing Current CWP Items – these are projects from the [current CWP](#)<sup>1</sup> that are expected to continue into the next fiscal year.

On January 10, Councilmembers submitted their initial top projects to staff. Councilmembers were able to select items from the TBD or Staff Proposed lists above or projects that are currently on the 23-25 City Work Program.

Following receipt of each councilmember’s projects, staff prepared the preliminary budget and staffing estimates as shown in Attachment C. These estimates are also provided for other potential items for the FY 25-27 CWP (Attachment D), which were included with the December 20, 2024, informational memorandum.

The preliminary estimates will allow Council to consider the resources needed for each item when evaluating priority projects and will be further refined ahead of the CWP adoption. Normal daily operations encompass approximately 90 percent of city staff time, with variations from department to department depending on many influencing factors. The need to deliver on daily services leaves a finite capacity for additional projects. Staff recommends taking into account these capacity limits when considering the addition of CWP items.

These estimates were created using the following parameters:

Staffing Estimates	
 - Small	1-300 hrs
 - Medium	301-1000 hrs
 - Large	1001+ hrs

Budget Estimates	
\$ - Small	Under \$60k
\$\$ - Medium	\$61k-\$500k
\$\$\$ - Large	\$500k+

<sup>1</sup> <https://www.cupertino.gov/Your-City/City-Council/City-Work-Program>



For reference, below are past examples of projects that were considered small, medium and large:

- Small – Automated License Plate Readers, Budget Audit, Cybersecurity Public Education.
- Medium – Vision Zero, Senior Services and Youth Engagement.
- Large – Housing Element Update, Preserve Existing and Develop New BMR/ELI Units.

#### *Community Survey*

In 2024, the City commissioned Godbe Research Associates, an independent research firm, to conduct a survey for Cupertino residents to share feedback on the quality of life in Cupertino. The survey results will be published as an informational memorandum and included as a supplemental report prior to this study session. Council will also have an opportunity to review, and as necessary, adjust the City Council Goals at the workshop.

#### *Next Steps*

The next step in the process is the Council Goal Setting and Prioritization Workshop (tentatively scheduled for March 1), which will provide a crucial opportunity for the Council to collaborate, establish or reaffirm goals, and outline the strategic direction for the next two years.

Following deliberations on this item, each Councilmember may refine their top 10 projects. In that case, Councilmembers should send their revised list of top 10 projects to staff no later than two weeks ahead of the Workshop. Staff will consolidate these lists into one list and further refine the preliminary estimates and present it to Council at the Workshop for consideration and eventual adoption.

Council will receive an overview of the prioritization process during the presentation portion of this study session. More details and any needed materials will be provided to Council ahead of the Workshop.

#### Sustainability Impact

There is no sustainability impact associated with this update.

#### Fiscal Impact

Fiscal impact of each of the proposed city work program items has yet to be finalized. However, preliminary estimates have been included in Attachment C.

There are no fiscal impacts associated with this study session report and update.

#### California Environmental Quality Act

Not applicable.

#### City Work Program Item/Description

No/NA

Council Goal

None

---

Prepared by: Astrid Robles, Senior Management Analyst

Reviewed by: Tina Kapoor, Interim Assistant City Manager

Approved for submission by: Pamela Wu, City Manager

Attachments:

A – November 14, 2024 Informational Memorandum

B – December 20, 2024 Informational Memorandum

C – Council Top 10 Projects with Preliminary Budget and Staffing Estimates

D – List of Potential Items for FY 25-27 CWP with Preliminary Budget and Staffing Estimates

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**CITY COUNCIL INFORMATIONAL MEMORANDUM**

Date: January 22, 2025

To: Cupertino City Council

From: Tina Kapoor, Deputy City Manager

Re: 2024 Community Survey Results

*Background*

Since 1990, the City engaged with a professional consulting firm, Godbe Research to conduct 19 periodic community surveys to gauge resident satisfaction with city services and inform decision-making. The last survey was conducted in 2017. However, the pandemic disrupted this regular cycle, resulting in a significant gap. To address this, the City reengaged with Godbe Research to conduct the 2024 community survey to assess a wide variety of resident needs. The 2024 Community Survey aimed to capture updated insights into residents' satisfaction with essential city services and priorities for the future. Comparative data from the previous survey (2017) is included throughout the report wherever the data is available. A detailed report with the full results and additional data and analysis is included in Attachment A.

The following areas of inquiry were included in the 2024 survey:

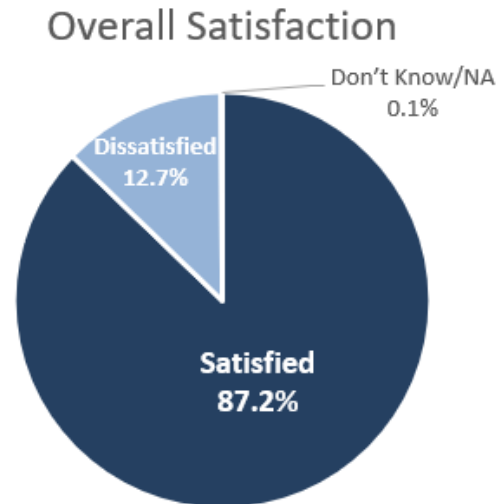
- Living in Cupertino
- Cupertino City services
- Parks and Recreation services
- Transportation choices
- Environmental sustainability
- Community & economic development
- Public safety
- Ethnic diversity
- Information sources

*Methodology*

A random sampling method was used to ensure broad representation across all neighborhoods and demographic groups within the City. Telephone interviews were conducted with an option to complete the questionnaire online, to maximize accessibility and participation. A total of 718 Cupertino residents, including non-voter and voter adults over 18 years participated in the survey from November 12 through November 23. This provided a statistically significant sample with a margin of error of +/-3.63 percent.

### Overall Satisfaction

Survey results indicate that Cupertino residents continue to have very positive perceptions about living in the City. A significant majority of the residents (87.2%) are satisfied with their quality of life in the City. For other California cities, the overall satisfaction rate is on average 76.5%.



### Key Findings

#### 1. Living in Cupertino

The first section of the survey addressed living in Cupertino, including an assessment of the quality of life, the reasons for living in Cupertino and the top issues in the community.

As stated above, a significant majority of the residents (87.2%) are satisfied with their quality of life in the City (“very satisfied” 32.4% and “somewhat satisfied” 54.8%). The total is slightly lower than in 2017 (88.3%).

As in previous years, the “school system” emerged as the top reason why residents choose to live in Cupertino. Specifically, 28.4 percent of the residents mentioned “school system” as the main reason for living in Cupertino, which is lower than the 35.3 percent mentions in 2017 survey. This response was more common among the residents ages 40 to 49.

When asked what the top two issues in the community were, affordable housing was identified by 35.5 percent of the respondents as one of the two most important issues facing Cupertino. Following affordable housing, education and school overcrowding were seen as the second most important issue (15.2%) followed by traffic (15.0%). It is notable that those indicating traffic had declined by 41.8 percent from a high in 2017 of 56.8 percent.

## 2. Cupertino City Services

The second section of the survey focused on city services. A substantial majority of Cupertino residents continue to be satisfied with the overall job the City is doing to provide services to its residents.

Specifically, 72.5 percent of the residents are satisfied with the job the City is doing to provide services, with 25.5 percent “very satisfied” and 47.0 percent “somewhat satisfied” with the job the City is doing. This is a slight decrease from 2017’s finding (76.5% satisfied) but is not statistically significant. Only 20.3 percent were dissatisfied with the City’s overall job performance, and 7.2 percent did not have an opinion.

For our other California city clients they have averaged about 66.0% satisfied since 2020.

In addition to a high-level view of city services, respondents were also asked about the “importance” of specific list of services and their “satisfaction” with the same list of services. When looking at specific services, respondents indicated that the most important services were:

- Maintaining City streets and roads and preventing potholes
- Maintaining parks
- Safe pedestrian sidewalks and crosswalks
- Keeping residents informed
- Traffic on City streets
- Neighborhood police patrols

When asked how satisfied they were with the specific services, respondents indicated they were most satisfied with the following services:

- Blackberry Farms facilities
- City events and festivals like Earth Day and the Cherry Blossom Festival
- Maintaining parks
- Senior Center programs
- Quinlan Community Center programs
- Protecting the environment
- Youth and Teen programs

Of course, it is useful to compare the importance and satisfaction to determine what areas might yield the most improvement in the overall quality of life. When ranked by importance, the services that showed the least satisfaction relatively speaking were “balancing growth and development in Cupertino”, “traffic on City streets” and “neighborhood watch programs”. However, again the rankings are relative and are all positive.

For our other California city clients, it is not uncommon to see growth and traffic receive negative satisfaction rankings.

### 3. Parks & Recreation Services

After the questions about city services, respondents were next questioned about a variety of other issues in the City. Beginning with recreation and community services, 77.3 percent of respondents indicated they visit Cupertino parks at least once a month, a slight increase from 74.3 percent in 2017. Additionally, 26.1 percent of respondents indicated that they participate in a Recreation Department activity at least once a month, a slight increase when compared with 22.3 percent in 2017.

### 4. Transportation Choices

The next section of the survey addressed transportation issues. To start, and not surprisingly, an overwhelming majority of the Cupertino residents continue to rely on personal vehicles for their daily commute. Specifically, 90.4 percent of the residents reported they “drive alone”. Another 26.4 percent indicated they “walk” to work, school or other places”, and 22.4 percent use “carpool, vanpool, or ride with others,” to go to work, school or other places they visit frequently.

Totaling the non-drive alone responses, 73.8 percent of the residents reported they walk, carpool / vanpool / ride with others, bicycle, take the bus, Silicon Valley Hopper, train or light rail for some of their trips. Currently, 29.4 percent of residents use alternative transportation at least once a week.

When asked respondents reasons for not using alternative transportation, 33.0 percent of respondents indicated that inconvenient public transit routes and 31.0 percent indicated inconvenient schedules were the reasons they did not use alternative transportation.

### 5. Environmental Sustainability

Another section of the survey addressed a few specific environmental practices. When asked what sustainable household practices they have done, respondents’ top responses were:

- Placed my food waste in the compost bin (55.8%)
- Wash vehicles at a commercial car wash or on landscaping (49.6%)
- Reduced or eliminated use of fertilizers or pesticides on lawn (35.1%)
- Repaired a water leak or upgraded to a water efficient appliance (30.8%)
- Converted grass lawn to water efficient landscaping (26.2%)

### 6. Community and Economic Development:

The Community & Economic Development section asked respondents’ satisfaction with the shopping environment and what businesses they would like to see in Cupertino. A solid majority of 60.7 percent of the residents indicated they were satisfied with the

shopping environment in Cupertino when compared to the neighboring cities in the Bay Area. Conversely, 36.7 percent indicated their dissatisfaction with the shopping environment in Cupertino. In the 2017 Cupertino survey, 52.9 percent were satisfied, and 45.6 percent were dissatisfied.

In terms of businesses they would like to see more of in Cupertino, 32.0 percent of respondents wanted to see more “shopping / retail” in Cupertino, 28.8 percent wanted more “Mom and Pop stores”, 28.5 percent wanted more “Ethnic food restaurants / Diversity of foods”, 28.4 percent wanted “Discount stores / Walmart / Costco”, 28.4 percent wanted more “book stores”, and 28.0 percent wanted more “Restaurants / High end”.

While satisfaction with economic development efforts was high, some respondents expressed concerns about affordability and housing availability, emphasizing the need for balanced growth.

#### 7. Public Safety

The survey indicated that 44.6 percent of respondents feel that “crime has stayed about the same”. While 4.7 percent feel that “crime has decreased”, and 34.7 percent felt it has increased. Comparatively, the 2017 survey indicates that 38.6 percent of respondents feel that “crime has stayed about the same”, 9.2 percent feel that “crime has decreased”, and 41.4 percent felt it has increased.

#### 8. Ethnic Diversity

In terms of ethnic diversity, 56.5 percent of the residents indicated they felt that City’s efforts to ensure that members of all ethnic groups feel welcome in the City was “about right” while 10.4 percent feel that the City is not doing enough. Comparatively in 2017, 63.0 percent of the residents indicated they felt that City’s efforts to ensure that members of all ethnic groups feel welcome in the City was “about right”, whereas 14.6 percent feel that the City was not doing enough.

#### *Next Steps*

The insights from this survey provide a valuable roadmap for prioritizing city initiatives and resource allocation. This memo and the full report (Attachment A) will be made available to the public on the [City’s website](#)<sup>1</sup>. These results will be used to inform strategic planning efforts for the City moving forward.

We thank all residents who participated in this survey for sharing their valuable feedback and helping shape the future of our city.

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<sup>1</sup> <https://www.cupertino.gov/Your-City/About-Cupertino/Community-Survey>

**Sustainability Impact**

There are no sustainability impacts associated with this update.

**Fiscal Impact**

Although there will be fiscal impacts with the final selection of the CWP, there are no impacts associated with this update.

**California Environmental Quality Act**

Not applicable.

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Prepared by: Tina Kapoor, Deputy City Manager

Approved for submission by: Pamela Wu, City Manager

Attachments:

A – 2024 Community Survey Results





GODBE RESEARCH  
Gain Insight



# City of Cupertino 2024 Community Survey

January 2025

## Overview and Research Objectives

GODBE RESEARCH  
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The City of Cupertino commissioned Godbe Research to conduct a survey of its residents with the following research objectives:

- Learn their overall perceptions of the quality of life;
- Gather resident feedback on several local issues including:
  - Living in Cupertino;
  - Cupertino City Services;
  - Parks & Recreation services;
  - Transportation choices;
  - Environmental sustainability;
  - Community & economic development;
  - Public safety;
  - Ethnic diversity; and
  - Information sources;
- Identify any differences in responses due to demographic characteristics.



GODBE RESEARCH  
Gain Insight

## Executive Summary

## Living in Cupertino

- The survey results indicate that Cupertino residents continue to have very positive perceptions about living in the City.
  - A significant majority of the residents are satisfied with their quality of life in the City (87.2%), with the “very satisfied” (32.4%) lower than the “somewhat satisfied” (54.8%). The total is just slightly lower than in 2017 (88.3%).
  - For our other California city clients, they have averaged about 76.5% satisfied with the quality of the life.
- As in previous years, the “school system” emerged as the top reason why residents choose to live in Cupertino.
  - 28.4 percent of the residents mentioned “school system” as the main reason for living in Cupertino, which is lower than the 35.3 percent mentions in 2017 survey. This response was more common among the residents ages 40 to 49.

## Living in Cupertino II

GODBE RESEARCH  
Gain Insight

- Affordable housing was identified by 35.5 percent of the respondents as one of the two most important issues facing Cupertino. Education and school overcrowding were seen as the second most important issue (15.2%) followed by traffic (15.0%). It is notable that those indicating traffic had declined by 41.8 percent from a high in 2017 of 56.8 percent.

## Cupertino City Services

- A substantial majority of Cupertino residents continue to be satisfied with the overall job the City is doing to provide services to its residents.
  - 72.5 percent of the residents are satisfied with the job the City is doing to provide services, with 25.5 percent “very satisfied” and 47.0 percent “somewhat satisfied” ratings. This is a slight decrease from 2017 finding (76.5%) but is not statistically significant.
  - Only 20.3 percent were dissatisfied with the City’s overall job performance, and 7.2 percent did not have an opinion.
  - For our other California city clients, they have averaged about 66.0% satisfied since 2020.
- When looking at specific services, respondents indicated that the most important services were:
  - Maintaining City street and roads and preventing potholes
  - Maintaining parks
  - Safe pedestrian sidewalks and crosswalks
  - Keeping residents informed
  - Traffic on City streets
  - Neighborhood police patrols.

## Cupertino City Services II

GODBE RESEARCH  
Gain Insight

- When looking at specific services, respondents indicated they were most satisfied with the following services:
  - Blackberry Farms facilities
  - City events and festivals like Earth Day and the Cherry Blossom Festival
  - Maintaining parks
  - Senior Center programs
  - Quinlan Community Center programs
  - Protecting the environment
  - Youth and Teen programs

## Cupertino City Services III

GODBE RESEARCH  
Gain Insight

- When ranked by importance, the services that showed the least satisfaction are “balancing growth and development in Cupertino”, “traffic on City streets” and “neighborhood watch programs”.

	Importance	Satisfaction
5i. Maintaining City streets and roads, and preventing potholes	2.44	0.78
5e. Maintaining parks	2.32	1.13
5g. Safe pedestrian sidewalks and crosswalks	2.31	0.83
5t. Keeping residents informed	2.22	0.56
5b. Traffic on City streets	2.20	0.20
5a. Neighborhood police patrols	2.18	0.50
5r. Balancing growth and development in Cupertino	2.13	0.05
5f. Protecting the environment	2.06	1.01
5h. Maintaining City facilities	2.04	0.94
5j. Safe bike paths and routes	1.95	0.84
5s. Improving air quality	1.92	0.93
5o. Neighborhood watch programs	1.91	0.48
5p. Street trees	1.90	0.90
5d. Youth and teen programs	1.86	0.98
5c. Cupertino's unique community character	1.71	0.78
5l. Senior Center programs	1.70	1.10
5m. Sports Center programs	1.65	0.89
5n. Blackberry Farms facilities	1.57	1.16
5q. City events and festivals like Earth Day and the Cherry Blossom Festival	1.51	1.13
5k. Quinlan Community Center programs	1.51	1.05



## Parks & Recreation Services

GODBE RESEARCH  
Gain Insight

- 77.3 percent of respondents indicated they visit Cupertino parks at least once a month, a slight increase from 74.3 percent in 2017.
- 26.1 percent participate in a Parks & Recreation Department activity at least once a month, compared with 22.3 percent in 2017.

## Transportation Choices

- An overwhelming majority of the Cupertino residents continue to rely on personal vehicles for their daily commute.
  - 90.4 percent of the residents reported they “drive alone”.
  - 26.4 percent indicate they “walk” to work, school or other places”
  - 22.4 percent use “carpool, vanpool, or ride with others,” to go to work, school or other places they visit frequently.
  - At the same time, a combined total of 73.8 percent of the residents reported walk, carpool / vanpool / ride with others, bicycle, bus, Silicon Valley Hopper, train or lightrail for some of these trips.
- Currently, 29.4 percent of the residents use alternative transportation at least once a week.
- 33.0 percent of respondents indicated that inconvenient public transit routes and 31.0 percent inconvenient schedules were the reason they did not use alternative transportation.

## Environmental Sustainability

GODBE RESEARCH  
Gain Insight

- When asked what sustainable household practices they have done, respondents' top responses were:
  - Placed my food waste in the compost bin (55.8%)
  - Wash vehicles at a commercial car wash or on landscaping (49.6%)
  - Reduced or eliminated use of fertilizers or pesticides on lawn (35.1%)
  - Repaired a water leak or upgraded to a water efficient appliance (30.8%)
  - Converted grass lawn to water efficient landscaping (26.2%)

## Community & Economic Development

GODBE RESEARCH  
Gain Insight

- 60.7 percent of the residents are satisfied with the shopping environment in Cupertino when compared to the neighboring cities in the Bay Area. Conversely, 36.7 percent indicated their dissatisfaction. In 2017, 52.9 percent were satisfied, and 45.6 percent were dissatisfied.
- 32.0 percent of respondents wanted to see more “shopping / retail” in Cupertino, 28.8 percent want more “Mom and Pop stores”, 28.5 percent want more “Ethnic food restaurants / Diversity of foods”, 28.4 percent want “Discount stores / Walmart / Costco”, 28.4 percent want more “book stores”, and 28.0 percent want more “Restaurants / High end”.

## Public Safety

GODBE RESEARCH  
Gain Insight

- The 2024 survey indicates that 44.6 percent of respondents feel that “crime has stayed about the same”. 4.7 percent feel that “crime has decreased”, and 34.7 percent felt it has increased. Comparatively, the 2017 survey indicates that 38.6 percent of respondents feel that “crime has stayed about the same”, 9.2 percent feel that “crime has decreased”, and 41.4 percent felt it has increased.

## Ethnic Diversity

GODBE RESEARCH  
Gain Insight

- 56.5 percent of the residents indicated they felt that City's efforts to ensure that members of all ethnic groups feel welcome in the City was "about right" while 10.4 percent feel that the City could do more. Comparatively in 2017, 63.0 percent of the residents indicated they felt that City's efforts to ensure that members of all ethnic groups feel welcome in the City was "about right", whereas 14.6 percent feel that the City could do more.

## Information Sources

- 56.1 percent of the respondents prefer to be informed of City projects, meetings, events and updates by email, 30.4 percent prefer the City Website, 16.9 percent chose text messaging, and 16.2 percent prefer social media. In 2017, 44.0 percent of respondents indicated that direct mail was the most preferred way of being informed about city projects, meetings, events and updates. Another 33.8 percent indicated email and 20 percent indicated the city website was the best source.
- In terms of frequency of City news, 39.9 percent want information a few times a month or more, while 45.8 percent want information once a month or a few times a year. 4.8 percent indicated “Never” and 9.5 percent did not have an opinion.

# Methodology Overview

- Data Collection Landline, cell phone, and online interviewing from text and email invitation
- Sample Pool 45,320 adult (18 years or older) residents in the City of Cupertino
- Fielding Dates November 12 to 23, 2024
- Interview Length 26 minutes
- Sample Size n=718  
(landline n=12; cell n=160; text n=505; email=41)
- Margin of Error  $\pm 3.63\%$  Adults 18+

Note: The data have been weighted to reflect the actual population , characteristics of the adult residents in the City of Cupertino based on the 2022 American Community Survey (ACS) in terms of gender, age and ethnicity.

Some questions have comparative data from the 2017 survey while others do not.22